

Agenda -Notice of Meeting

Polk City | City Council

December 11, 2023 | 6:00 pm

City Hall Council Chambers

Public Meeting participation in person or via phone

Call in # 515-726-3598 Participant Code 535355

Public members can also provide comments* directly to support@polkcityia.gov

**any comments received before the time of the meeting will be made a part of the public hearing*

Broadcast live and playback will be available at <https://www.youtube.com/c/polkcityiagovchannel>

Steve Karsjen | Mayor

Rob Sarchet | Pro Tem

City Council Members: Jeff Walters | Dave Dvorak | Mandy Vogel | Ron Anderson

1. Call to Order

2. Roll Call

3. Approval of Agenda

4. Public Hearing:

- a. Public Hearing on Proposed Development Agreement between the City and Faction Investments, LLC
 - i. Resolution 2023-156 Approving Development Agreement with Faction Investments, LLC, Authorizing Annual Appropriation Tax Increment Payment, and Pledging Certain Tax Increment Revenues to the Payment of the Agreement
- b. Public Hearing on Proposed Amendment to the FY 23/24 Budget
 - i. Resolution 2023-157 approving FY 23/24 Budget Amendment No. 1
- c. Public Hearing on the Matter of the Proposition for the Disposal of Interest in Real Property by Transferring Property to Central Iowa Water Works
 - i. Resolution 2023-158 Conditionally Approving the Transfer of Interest in Real Property by Polk City to Central Iowa Water Works

5. Public Comments: *This is the time and place for comments for any item other than those that are a Public Hearing. If you wish to speak, please contact the City Clerk by 6pm on the date of the meeting by email at jcoffin@polkcityia.gov include your name and address for the record. The Mayor will recognize you for five minutes of comment.*

6. Consent Items

- a. City Council Meeting Minutes for November 27, 2023
- b. City Council Goal Setting Session Meeting Minutes for November 29, 2023
- c. Parks Commission Meeting Minutes for December 4, 2023
- d. Parks and Recreation Director Report November 2023
- e. Library Board Meeting Minutes for December 4, 2023
- f. Library Director Report November 2023
- g. Claims listing December 11, 2023
- h. Receive and file the amended Police Department Standard Operating Procedures
- i. Receive and file the November 2023 Fire Department Report

- j. Updated Fire Department Billing Fee Schedule
- k. Collective Bargaining Agreement between Polk City Police Department and Teamsters Local 238
- l. Resolution 2023-144 approving Supplement to 2023 Senior Bond Issuance Certificate of Des Moines Metropolitan Wastewater Reclamation Authority Participating Community
- m. Resolution 2023-145 approving the 2024 Polk County Joint E911 Service Board Appointment of the City of Polk City Representative and Alternate
- n. Resolution 2023-146 appointment of a Member and Alternate Members to the Polk County Emergency Management Commission for 2024
- o. Resolution 2023-147 appointing 2024 Polk City's Representatives to the Des Moines Area Metropolitan Planning Organization (MPO)
- p. Resolution 2023-148 appointing 2024 Polk City's Representatives on the Metro Waste Authority (MWA) Board of Directors
- q. Resolution 2023-149 appointing 2024 Polk City's Representatives on the Des Moines Metropolitan Wastewater Reclamation Authority Board Technical Committee (WRA)
- r. Re-Appointment of Council Member, Mandy Vogel as Polk City Representative to Bravo Greater Des Moines
- s. Resolution 2023-150 to approve STBG application
- t. Resolution 2023-151 to approve TAP application
- u. Resolution 2023-152 to approve Destination Iowa application
- v. Resolution 2023-153 Change Order No. 2 in the amount of \$5,837.49 City Hall/Community Room Project
- w. Resolution 2023-154 Pay App No. 6 in the amount of \$504,915.57 City Hall/Community Room Project
- x. Acknowledge Parks Commission Member resignations effective 12/31/2023
 - i. Ashley Delaney
 - ii. Jeff Savage
 - iii. Nick Otis
- y. Budgeted Office Furniture purchase in the amount of \$11,056.40 for the new Public Works Offices
- z. Receive and file November 2023 Water Department Report
- aa. Acknowledge 2024 closings of the Polk City Community Library
- bb. Acknowledge Library per capita rate for contracting cities

7. Business Items

- a. Go Polk City presentation of Annual Chamber Report and request for FY25 funding
 - i. Approve Go Polk City funding request for 2024 in the amount of \$75,000
 - ii. Resolution 2023-159 obligating funds from the Urban Renewal Tax Revenue Fund for Appropriation to the Payment of Annual Appropriation Tax Increment Financed obligations to Go Polk City for FY25
- b. CitizenServe Service Agreement
- c. Snyder & Associates, Inc. October 2023 Engineering Services Invoice in the amount of \$64,211.50

8. Reports & Particulars

Mayor, Council, City Manager, Staff, Boards, and/or Commissions

9. Adjournment

--next meeting date January 8, 2024



City of Polk City, Iowa

City Council Agenda Communication

Date: December 11, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager

Subject: Faction Investments LLC Development Agreement

BACKGROUND: On Monday evening, the City Council will hold a Public Hearing on a proposed development agreement with Faction Investments. After the public hearing, the Council will consider the proposed agreement for approval. This development agreement was previously amended into the city's urban renewal plan. This project is located at 1010 Tyler Street and will include a restaurant, café, and professional office space. The estimated cost of the project construction is \$3,000,000.

The proposed agreement is for tax increment financing incentives up to \$484,000. The incentives will be dependent on the final valuation of the property. The City will provide the incentive through rebate, where the developer will pay their property taxes, and the city will rebate back a portion of those taxes. The tax incentives align with the City's Economic Development Policy and would be offered through a rebate over an 8-year period to the developer.

ALTERNATIVES: Do not approve the development agreement

FINANCIAL CONSIDERATIONS: The financial considerations for this development agreement are not to exceed \$484,000.

RECOMMENDATION: It is my recommendation that the Council approve the development agreement with Faction Investments LLC.



December 7, 2023

VIA EMAIL

Chelsea Huisman
City Manager/City Hall
Polk City, IA

Re: Faction Investments, LLC Development Agreement
File No. 511493-12

Dear Chelsea:

Attached please find the proceedings covering the City Council's public hearing on the proposed Development Agreement with Faction Investments LLC, followed by a resolution approving the Agreement and pledging certain incremental property tax revenues to the payment of the Agreement.

We would appreciate receiving one fully executed copy of these proceedings and of the executed Development Agreement as soon as they are available.

Please call John Danos, Erin Regan, or me with questions.

Kind regards,

Amy Bjork

Attachments

cc: Jenny Coffin

HOLD HEARING ON AND APPROVE
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Faction Investments, LLC)

511493-12

Polk City, Iowa

December 11, 2023

A meeting of the City Council of the City of Polk City, Iowa, was held at 6:00 p.m., on December 11, 2023, at the City Hall Council Chambers, Polk City, Iowa, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on a Development Agreement between the City and Faction Investments, LLC had been published according to law and as directed by the City Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections or comments, the Mayor announced that the hearing was closed.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION NO. 2023-156

Resolution Approving Development Agreement with Faction Investments, LLC, Authorizing Annual Appropriation Tax Increment Payment and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the City of Polk City, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Polk City Area II Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain development agreement (the “Agreement”) between the City and Faction Investments, LLC (the “Company”) has been prepared in connection with the construction by the Company of a new commercial strip mall building in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the City would provide annual appropriation tax increment payments to the Company in a total amount not exceeding \$484,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on December 11, 2023, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Polk City, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Polk City and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs and income, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to Faction Investments, LLC.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council. Such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Faction Investments, LLC Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property situated in the City of Polk City, Polk County, State of Iowa bearing Polk County Property Tax Parcel Identification Number 261/00210-301-000.

Section 5. The City hereby pledges to the payment of the Agreement the Faction Investments, LLC Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the Faction Investments, LLC Subfund are appropriated for such purpose by the City Council.

Section 6. After the certification of indebtedness to the County Auditor of Polk County, Iowa and the continuing pledging of the Faction Investments, LLC Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.
Passed and approved December 11, 2023.

Mayor

Attest:

City Clerk

•••••

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
POLK COUNTY
CITY OF POLK CITY

SS:

I, the undersigned, Clerk of the City of Polk City, Iowa hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement with Faction Investments, LLC.

WITNESS MY HAND this _____ day of _____, 2023.

City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Polk City, Iowa (the “City”) and Faction Investments, LLC (the “Developer”) as of the ____ day of _____, 2023 (the “Commencement Date”).

WHEREAS, the City has established the Polk City Area II Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer owns certain real property, which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Developer has proposed to undertake the construction of new commercial strip mall building (the “Project”) on the Property; and

WHEREAS, the Developer has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Developer in paying the costs of constructing and maintaining the Project; and

WHEREAS, the taxable base valuation (the “Base Valuation”) of the Property for purposes of calculations under this Agreement and Section 403.19 of the Code of Iowa shall be the assessed taxable valuation of the Property as of January 1, 2023; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Developer’s Covenants

1. Project Construction; Operational Requirement. The Developer agrees to construct the Project on the Property. The Developer has submitted a detailed site plan (the “Site Plan”) for the development of the Project to the City which was approved by the City on _____, 20___. The Site Plan is attached hereto as Exhibit B. The Developer agrees to construct the Project in accordance with the Site Plan and to substantially complete such construction by no later than _____, 2024.

The Developer agrees to maintain ownership of the Project and to ensure that the completed Project is used in the Developer’s business operations (the “Operational Requirement”) throughout the Term (as hereinafter defined) of this Agreement. For purposes of this Agreement, the Project is being used as part of the Developer’s business operations if (i) the Project is being used as part of the ongoing business operations of one or more commercial enterprise(s), or (ii) the Project is actively available for lease in the ongoing business operations of one or more commercial enterprise(s).

The Developer further agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. Further, the Developer agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

2. Developer’s Operational Certifications. The Developer agrees to certify (the “Operational Certification”) to the City by no later than October 15 of each year during the Term commencing October 15, 2025, that the Developer owns the Project and that the Developer is in compliance with the Operational Requirement. Each Operational Certification shall be accompanied by documentation demonstrating, to the satisfaction of the City, that the Developer is in compliance with the Operational Requirement.

3. Property Taxes. The Developer agrees to make or ensure timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term and to submit a receipt or cancelled check in evidence of each such payment.

4. Property Tax Payment Certification. The Developer agrees to certify to the City by no later than October 15 of each year during the Term commencing October 15, 2025, an amount (the “Developer’s Estimate”) equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by seventy-five percent (75%) (the “Annual Percentage”). In submitting each such Developer’s Estimate, the Developer will complete and submit the worksheet attached hereto as Exhibit C. The City reserves the right to review and request revisions to each such Developer’s Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies, and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property (tied to commercial improvements as noted above), as shown on the property tax rolls of Polk County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to taxable incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Developer in completing the worksheet required under this Section A.4.

5. Default Provisions.

a. Events of Default. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (i) Failure by the Developer to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Developer to maintain compliance with the Operational Requirement set forth in Section A.1 of this Agreement.
- (iii) Failure by the Developer to fully and timely remit payment of property taxes when due and owing pursuant to Section A.4.
- (iv) Failure by the Developer to comply with Sections A.2 and A.4 of this Agreement.
- (v) Failure by the Developer to observe or perform any other material covenant on its part, to be observed or performed hereunder.

b. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer shall have thirty (30) days from the mailing of the notice or from the personal delivery of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Developer fails to cure the default or provide assurances, the City shall then have the right to:

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the Payments provided for under Section B.1 below.

B. City's Obligations

1. Payments. In recognition of the Developer's obligations set out above, the City agrees to make eight (8) annual economic development tax increment payments (the "Payments" and each, individually, a "Payment") to the Developer during the Term of this Agreement pursuant to Chapters 15A and 403 of the Code of Iowa, provided, however, that the aggregate total amount of the Payments to be made to the Developer under this Agreement shall not exceed \$484,000 (The "Maximum Payment Total"). The Payments shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City but shall be made solely and only from the Annual Percentage of Incremental Property Tax Revenues received by the City from the Polk County Treasurer attributable to the taxable valuation of the Property.

This Agreement assumes that the new taxable valuation of the Project will go on the property tax rolls as of January 1, 2025. Accordingly, the Payments will be made on June 1 of each fiscal year, beginning June 1, 2027, and continuing through and including June 1, 2034, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term (as hereinafter defined) of this Agreement, commencing in calendar year 2025, the City Council of

the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Developer’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the City to make such Payment, to seek damages relative thereto or to compel the funding of such Payment in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payment shall not render this Agreement null and void, and the Developer shall make the next succeeding submission of the Developer’s Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2034.

3. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2027, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2025), provided, however, that no Payment shall exceed the Annual Percentage of Incremental Property Tax Revenues received by the City from the Polk County Treasurer attributable to the taxable valuation of the Property.

4. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Polk County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. Administrative Provisions

1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Developer’s rights to receive the Payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. Term. The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on June 1, 2034, or on such earlier date upon which the aggregate sum of Payments made to the Developer equals the Maximum Payment Total.

4. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Developer have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF POLK CITY, IOWA

By: _____
Mayor

Attest:

City Clerk

FACTION INVESTMENTS, LLC

By: _____
Its: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Polk City, Polk County, State of Iowa bearing Polk County Property Tax Parcel Identification Number 261/00210-301-000.

EXHIBIT B
SITE PLAN

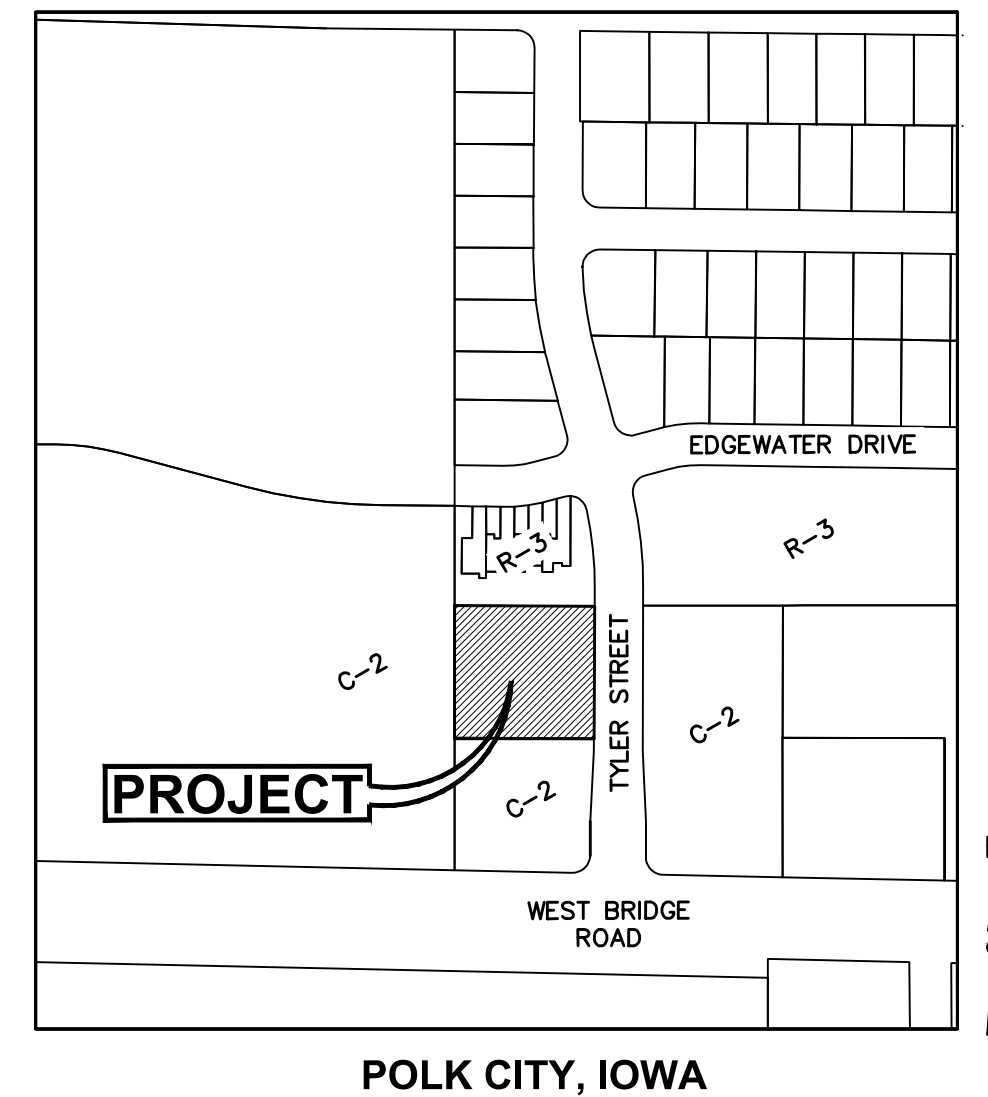
SITE PLAN & PRELIMINARY PLAT FOR:

LAKE FRONT OFFICE PARK - LOT 1

1010 TYLER STREET, POLK CITY, IOWA

VICINITY MAP

NOT TO SCALE



INDEX OF SHEETS

NO.	DESCRIPTION
1	COVER SHEET
2	DIMENSION PLAN
3	GRADING PLAN
4	UTILITY PLAN
5	EROSION AND SEDIMENT CONTROL PLAN
6	LANDSCAPE PLAN

GENERAL LEGEND

PROPOSED	EXISTING
PROJECT BOUNDARY	SANITARY MANHOLE
LOT LINE	WATER VALVE BOX
SECTION LINE	FIRE HYDRANT
CENTER LINE	WATER CURB STOP
RIGHT OF WAY	WELL
PERMANENT EASEMENT	STORM SEWER MANHOLE
TEMPORARY EASEMENT	STORM SEWER SINGLE INTAKE
TYPE SW-501 STORM INTAKE	STORM SEWER DOUBLE INTAKE
TYPE SW-503 STORM INTAKE	FLARED END SECTION
TYPE SW-505 STORM INTAKE	ROOF DRAIN/ DOWNSPOUT
TYPE SW-506 STORM INTAKE	DECIDUOUS TREE
TYPE SW-513 STORM INTAKE	CONIFEROUS TREE
TYPE SW-401 STORM MANHOLE	DECIDUOUS SHRUB
TYPE SW-402 STORM MANHOLE	CONIFEROUS SHRUB
TYPE SW-301 SANITARY MANHOLE	ELECTRIC POWER POLE
STORM/SANITARY CLEANOUT	GUY ANCHOR
WATER VALVE	STREET LIGHT
FIRE HYDRANT ASSEMBLY	POWER POLE W/ TRANSFORMER
SIGN	UTILITY POLE W/ LIGHT
DETECTABLE WARNING PANEL	ELECTRIC BOX
STORM SEWER STRUCTURE NO.	ELECTRIC TRANSFORMER
STORM SEWER PIPE NO.	ELECTRIC MANHOLE OR VAULT
SANITARY SEWER STRUCTURE NO.	TRAFFIC SIGN
SANITARY SEWER PIPE NO.	TELEPHONE JUNCTION BOX
SANITARY SEWER WITH SIZE	TELEPHONE MANHOLE/VAULT
SANITARY SERVICE	TELEPHONE POLE
STORM SEWER	GAS VALVE BOX
STORM SERVICE	CABLE TV JUNCTION BOX
WATERMAIN WITH SIZE	CABLE TV MANHOLE/VAULT
WATER SERVICE	MAIL BOX
SAWCUT (FULL DEPTH)	BENCHMARK
SILT FENCE	SOIL BORING
USE AS CONSTRUCTED	UNDERGROUND TV CABLE
FINISH GRADE AT HYDRANT	GAS MAIN
FINISH FLOOR ELEVATION	FIBER OPTIC
TOP OF WALL	UNDERGROUND TELEPHONE
FINISHED GRADE AT WALL	OVERHEAD ELECTRIC
DOWNSPOUT LOCATION	UNDERGROUND ELECTRIC
TOP OF CURB	FIELD TILE
FORM GRADE	SANITARY SEWER W/ SIZE
	STORM SEWER W/ SIZE
	WATER MAIN W/ SIZE

OWNER / DEVELOPER

IRON HOUSE PROPERTIES LLC
CONTACT: SHANE TORRES
905 W BRIDGE RD STE 2
POLK CITY, IA 50226
PH: (515) 984-0222

LEGAL DESCRIPTION

LOT 1 OF LAKE FRONT OFFICE PARK PLAT 1,
CONTAINING 43,126 SF

ENGINEER

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: ERIN OLLENDIKE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: (515) 369-4400
FX: (515) 369-4410

ZONING

C2 - COMMERCIAL DISTRICT

PROJECT SITE ADDRESS

1010 TYLER STREET

SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: CHARLIE MCGLOTHLEN
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: (515) 369-4400
FX: (515) 369-4410

DEVELOPMENT SUMMARY

AREA: 0.99 ACRES (43,126 SF)

SETBACKS:

FRONT = 25'
SIDE = 0'
REAR = 35'

*FOR EACH FOOT THE FRONT YARD IS INCREASED OVER 25',
THE REAR YARD MAY BE REDUCED PROPORTIONALLY.

PRINCIPAL USE:

OFFICE/RETAIL (LESS THAN 6,000 SF)
CAFE (DRIVE-THROUGH)
RESTAURANT (FULL SERVICE SITE-DOWN)

BUILDING FOOTPRINT:

TOTAL NET BUILDING = 7,220 SF
TOTAL GROSS BUILDING = 7,700 SF

ESTIMATED NUMBER OF EMPLOYEES PER SHIFT FOR BUILDING:

EARLY MORNING: 4 EMPLOYEES
LUNCH HOUR: 8 EMPLOYEES
EVENING HOURS: 15 EMPLOYEES

PARKING REQUIREMENTS:

OFFICE/ RETAIL (LOW VOLUME)
1 / 400 SF
RESTAURANT
1 SPACE PER 100 SQUARE FEET OF GROSS FLOOR AREA
PLUS 1 SPACE FOR EVERY FOUR OUTSIDE SEATS PLUS
RESERVOIR LANE CAPACITY EQUAL TO 5 SPACES PER
DRIVE-IN WINDOW

REQUIRED:

4,817 SF OF RESTAURANT = 42 SPACES
2,403 OFFICE/ RETAIL (LOW VOLUME) = 6 SPACES
PATIO (40 SEATS) = 10 SPACES

TOTAL REQUIRED:

= 58 SPACES

TOTAL PROVIDED:

= *49 SPACES (2 ADA SPACES)
*SHARED PARKING
AGREEMENT WITH LOT 2



UTILITY WARNING

ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.



CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE, URBANDALE, IOWA 50322

PH: (515) 369-4400 Fax: (515) 369-4410

2207.507

DATE OF SURVEY

DECEMBER, 2015

BENCHMARKS

BM#1 BURY BOLT ON HYDRANT NE CORNER OF TYLER STREET AND WEST BRIDGE ROAD. ELEVATION=944.07

BM#2 BURY BOLT ON HYDRANT NE CORNER OF PARKER BLVD AND WEST BRIDGE ROAD. ELEVATION=904.04

CONSTRUCTION SCHEDULE

ANTICIPATED START DATE = SPRING 2023
ANTICIPATED FINISH DATE = FALL 2023

SUBMITTAL DATES

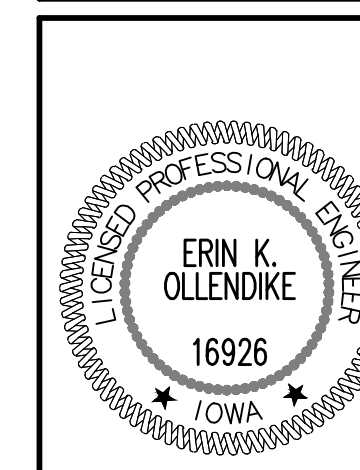
-SITE PLAN SUBMITTAL TO CITY #1: 10/26/2022
-SITE PLAN SUBMITTAL TO CITY #2: 11/09/2022
-SITE PLAN SUBMITTAL TO CITY #3: 11/15/2022
-SITE PLAN FINAL SUBMITTAL TO THE CITY: 01/05/2023

THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2 AND CITY OF POLK CITY GRADING PERMIT. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.

ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC R.O.W.

THE 2022 EDITION OF SUDAS STANDARD SPECIFICATIONS, AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.

THIS DESIGN SPECIFICALLY PREPARED FOR USE AT THE LOCATION SHOWN. USE IN ANY OTHER MANNER EXCEEDS THE INTENDED PURPOSE OF THESE DRAWINGS AND ANY ACCOMPANYING SPECIFICATIONS.



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

Erin K. Ollendike
ERIN K. OLLENDIKE, P.E. 01/05/2023
DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES OR SHEETS COVERED BY THIS SEAL:

SHEETS 1-5

LAKE FRONT OFFICE PARK - LOT 1

GENERAL NOTES

1. THE 2022 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THESE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
4. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER, ENGINEER, AND/OR ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
5. ONE WEEK PRIOR TO CONSTRUCTION WITHIN CITY R.O.W. OR ANY CONNECTION TO PUBLIC SEWERS CONTRACTOR SHALL NOTIFY THE CITY'S CONSTRUCTION DIVISION.
6. ALL CONSTRUCTION WITHIN PUBLIC R.O.W./ EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE CITY'S STANDARDS. ALL DIMENSIONS ARE TO BACK OF CURB, BUILDING FACE OR PROPERTY LINE UNLESS OTHERWISE NOTED.
7. CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
8. PLACE 3/4 INCH EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/SIDEWALKS AND BUILDING. PLACE 1/2 INCH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT.
9. REMOVE ALL DEBRIS SPILLED INTO R.O.W. AT THE END OF EACH WORK DAY.
10. ALL PROPERTY PINS SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS. ANY PINS DISTURBED SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.
11. DO NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT OF WAY.
12. THE CONTRACTOR SHALL NOT DISTURB DESIRABLE AND DESIRABLE TREES PARKING OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT OR USE THESE AREAS FOR STORAGE OF MATERIALS. STORAGE, PARKING AND SERVICE AREAS WILL BE SUBJECT TO THE APPROVAL OF THE OWNER.
13. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REMOVED THAT IS DAMAGED DUE TO OPERATING EQUIPMENT ON THE PAVEMENT OR SIDEWALK.
14. THE CONTRACTOR MAY BE REQUIRED TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCE AT CERTAIN LOCATIONS WHERE REPLACEMENT FEATURES ARE NOT INSTALLED THE SAME DAY, AS DIRECTED BY THE ENGINEER OR THE CITY.
15. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN SUPPLIERS AND SUBCONTRACTORS INVOLVED IN THE PROJECT, INCLUDING STAGING OF CONSTRUCTION DETAILS.
16. CONCRETE REMOVAL FOR DRIVEWAY APPROACHES SHALL BE REMOVED TO THE NEAREST TRANSVERSE JOINT. CONTRACTOR SHALL VERIFY REMOVAL LIMITS WITH CITY'S CONSTRUCTION INSPECTOR PRIOR TO ANY CONCRETE REMOVAL.
17. ALL SCOUR STOP SHALL BE INSTALLED BY A CERTIFIED CONTRACTOR ACCORDING TO SCOUR STOP PRODUCT SPECIFICATIONS.
18. ALL PERMITS AND ADDITIONAL FEES REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR BID.
19. AN AGREEMENT SHALL BE RECORDED ACROSS ALL OF LOTS 1 AND 2 TO COVER SHARED PARKING SPACES, INGRESS/EGRESS, AND TRASH ENCLOSURE. EMPLOYEE PARKING FOR LOTS 1 AND 2 SHALL BE RESTRICTED TO THE SPACES ON THE WEST SIDE OF THE BUILDING ON LOT 1, THE FURTHEST WEST SPACES ON LOT 2 FOR THE WEST TENANT OF THE BUILDING ON LOT 2, AND THE SOUTH SPACES FOR THE EAST TENANT OF THE BUILDING ON LOT 2. PARKING OF COMPANY VEHICLES OR TRAILERS SHALL BE PROHIBITED ON LOT 2 AND ON THE EAST SIDE OF LOT 1. IF THE CITY DETERMINES PARKING HAS BECOME A CONCERN THE CITY MANAGER MAY REQUIRE COMPANY VEHICLES AND TRAILERS TO BE MOVED TO AN OFF-SITE LOCATION.
20. AN EXISTING CLUSTER MAILBOX IS LOCATED ON LOT 2 WHICH SHALL BE USED FOR MAIL COLLECTION FOR THE PROPOSED BUILDING ON LOT 1.
21. THE MAXIMUM SIGN AREA FOR EACH TENANT SHALL BE BASED UPON THE WIDTH OF THEIR INDIVIDUAL SPACE AS A PERCENTAGE OF THE TOTAL WIDTH OF THE BUILDING. EXCLUSIVE OF AWNING, TIMES 100 SQUARE FEET. NO MORE THAN 100 SQUARE FEET OF SIGNAGE SHALL BE ALLOCATED TO THE ENTIRE BUILDING. FOR EXAMPLE, IF THE RESTAURANT HAS 64 LF OF FRONTAGE OUT OF THE TOTAL 140.55 LF FOR THE ENTIRE BUILDING, THEY ARE ENTITLED TO UP TO 45.5 SQ FT OF SIGNAGE. (45.54% x 100 = 45.5 SQ FT).
22. SIGNAGE ON THE AWNING, IF ANY, SHALL BE CONSIDERED AS PART OF THE ALLOWABLE SIGNAGE FOR THE NORTH TENANT SPACE.
23. THERE SHALL BE NO MONUMENT SIGN ON LOT 1 WITHOUT APPROVAL OF A SITE PLAN AMENDMENT INCLUDING PROVISION OF AN EASEMENT IF THE LOT 1 SIGN WILL BE SHARED WITH LOT 2.
24. ALL DAMAGED SIDEWALKS SHALL BE REMOVED AND REPLACED PRIOR TO BUILDING OCCUPANCY.
25. ALL PROPOSED DETECTABLE WARNING PANELS SHOWN ON THIS PLAN SHALL BE CHARCOAL GREY COLOR.
26. THERE SHALL BE NO MORE THAN 10 SEATS PERMITTED INDOORS IN THE CAFE TENANT SPACE. NO RESTAURANT USES OF ANY TYPE SHALL BE PERMITTED IN THE FUTURE TENANT 1 AND TENANT 2 LOW-VOLUME OFFICE/RETAIL SPACES.

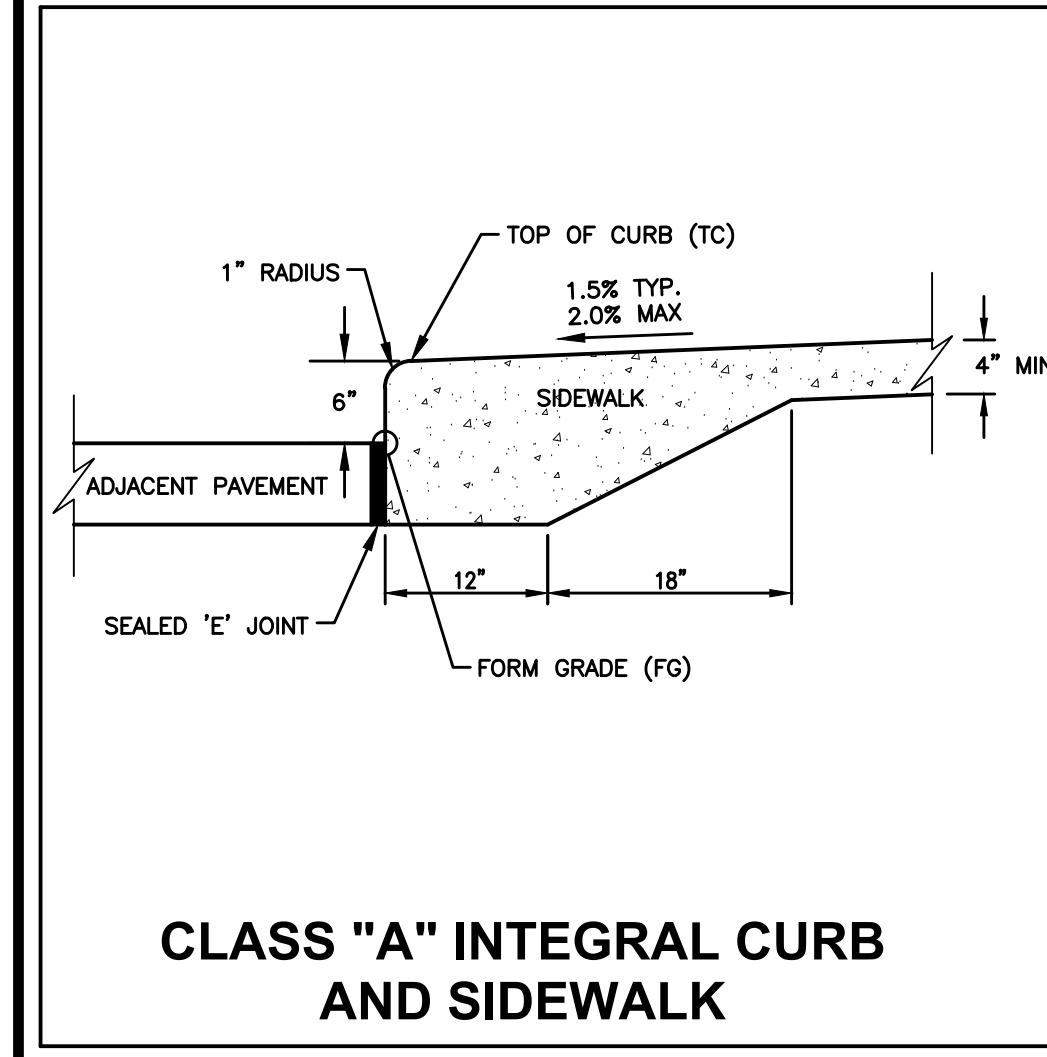
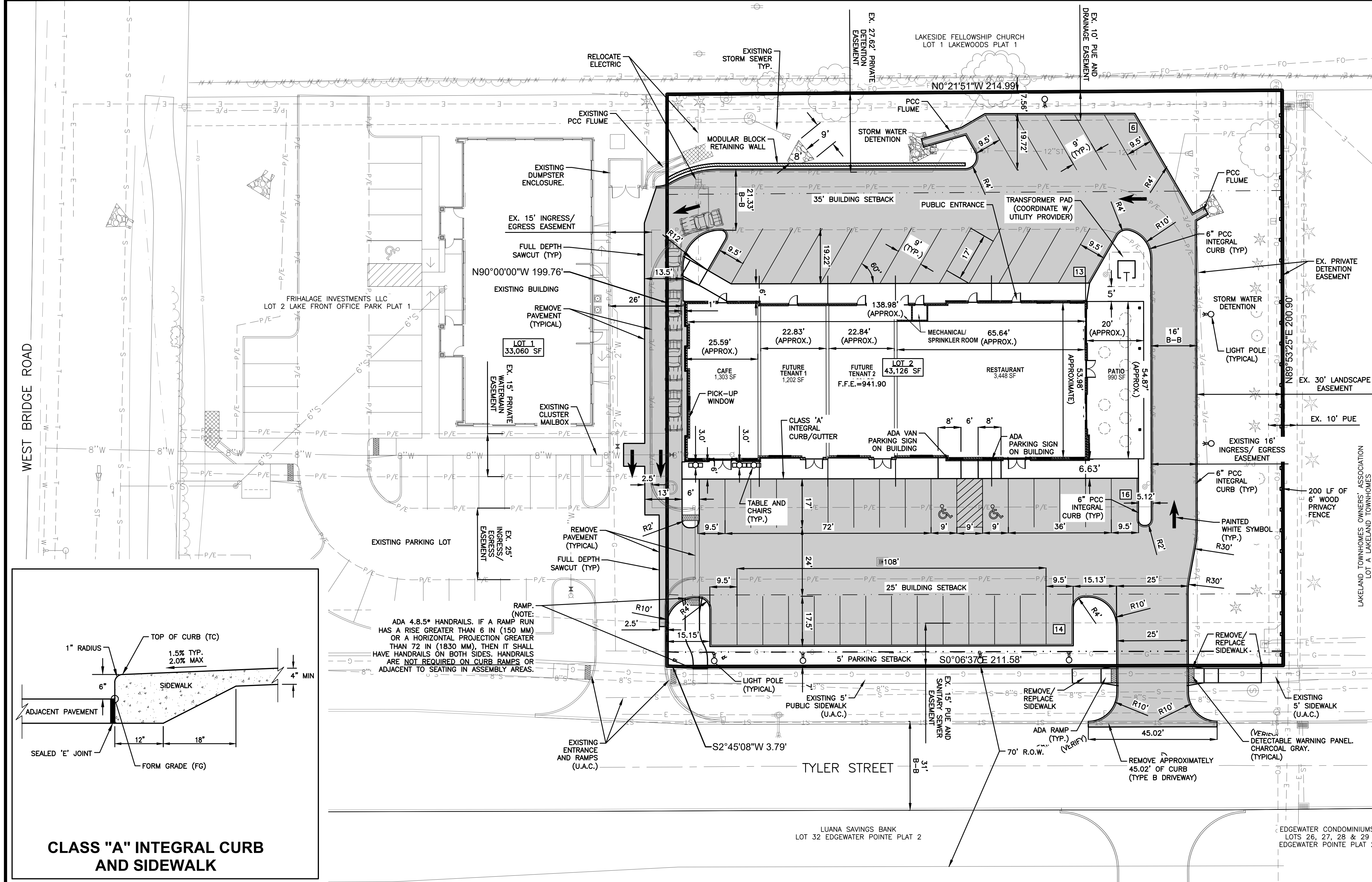
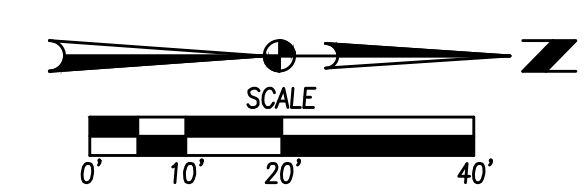
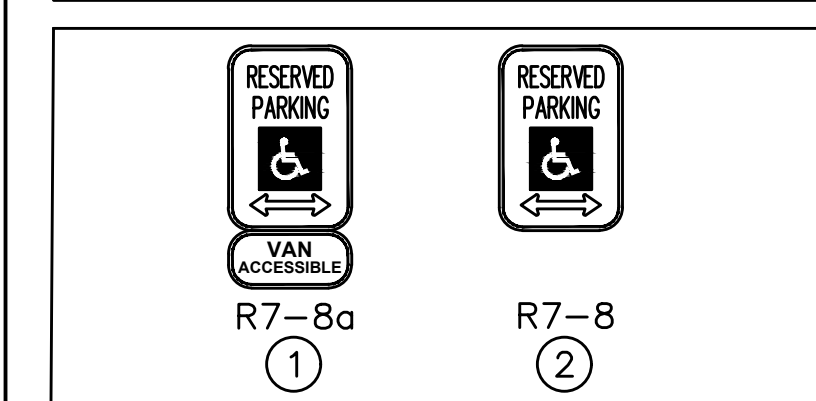
TRAFFIC CONTROL NOTES

1. ALL APPLICABLE CITY PERMITS, INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS, SHALL BE OBTAINED PRIOR TO ANY CONSTRUCTION WITHIN CITY R.O.W. OR LANE CLOSURES.
2. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE 2009 EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. PERMANENT SIGNING THAT CONVEYS A MESSAGE CONTRARY TO THE MESSAGE OF TEMPORARY SIGNING AND NOT APPLICABLE TO THE WORKING CONDITIONS SHALL BE COVERED BY THE CONTRACTOR WHEN DIRECTED BY THE CITY.
4. THE CONTRACTOR SHALL COORDINATE HIS TRAFFIC CONTROL WITH OTHER CONSTRUCTION PROJECTS IN THE AREA.
5. SIDEWALK CLOSED SIGNS REQUIRED FOR ALL SIDEWALK CLOSURES.
6. THE CONTRACTOR IS CAUTIONED NEITHER TO OBSTRUCT NOR REMOVE ANY EXISTING PAVEMENT, NOR TO DISTURB THE EXISTING TRAFFIC PATTERNS MORE THAN IS NECESSARY FOR THE PROPER EXECUTION OF THE WORK.
7. ALL SIGNING AND LANE STRIPING WILL NEED TO COMPLY WITH MUTCD. MAINTENANCE AND REPLACEMENT OF THE SIGNING AND STRIPING WILL BE THE RESPONSIBILITY OF THE APPLICANT.

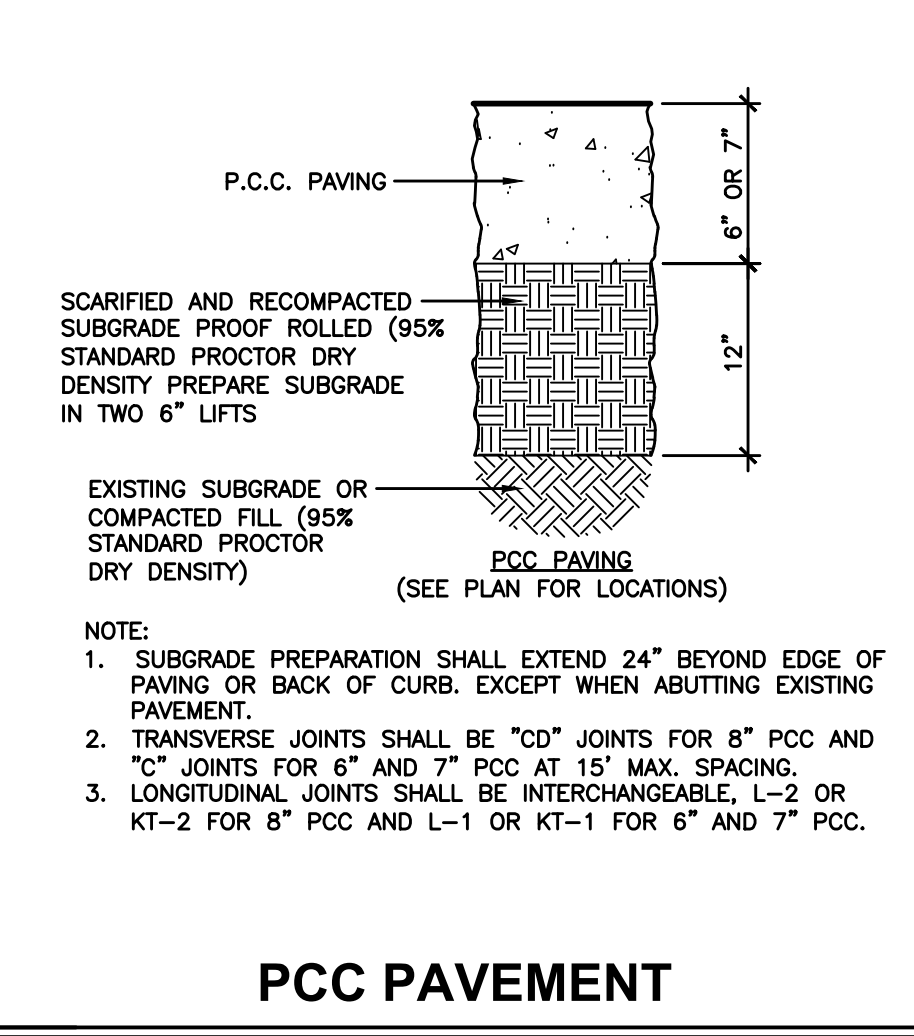
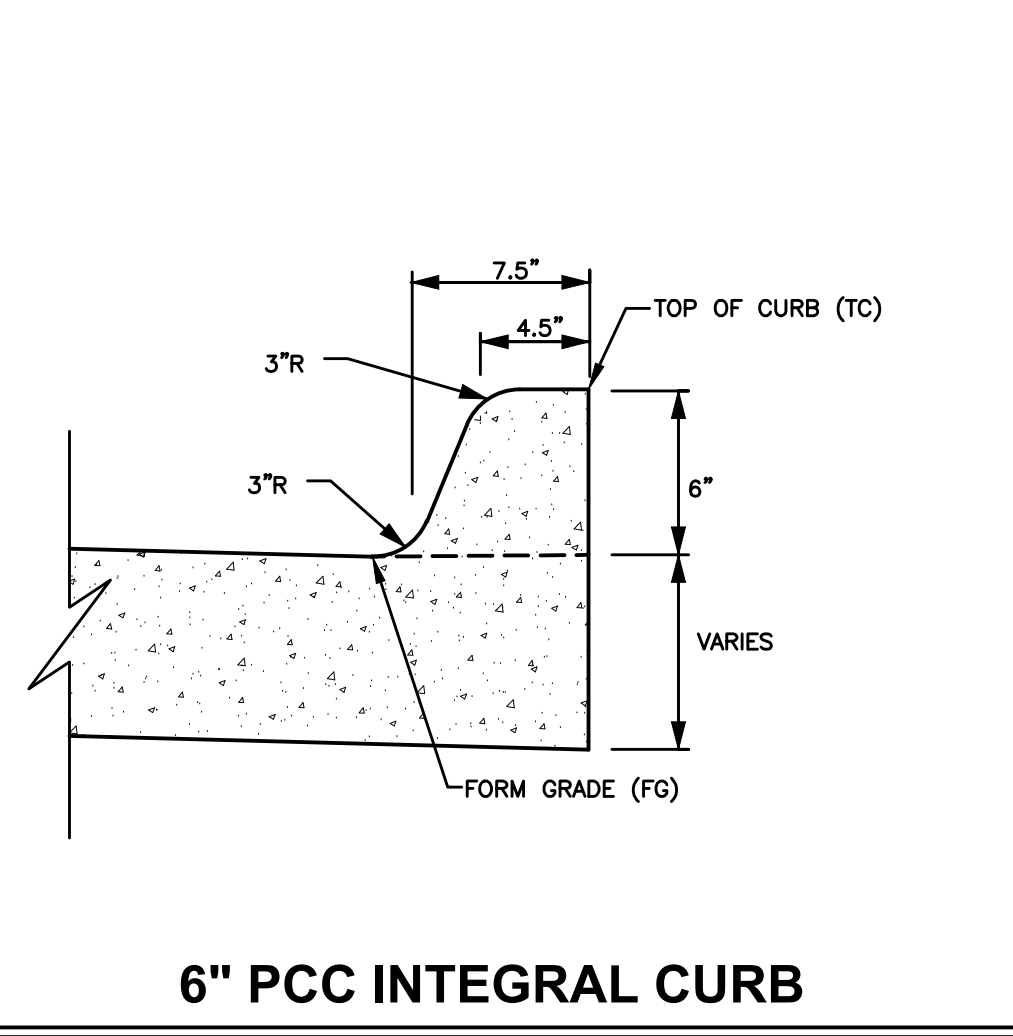
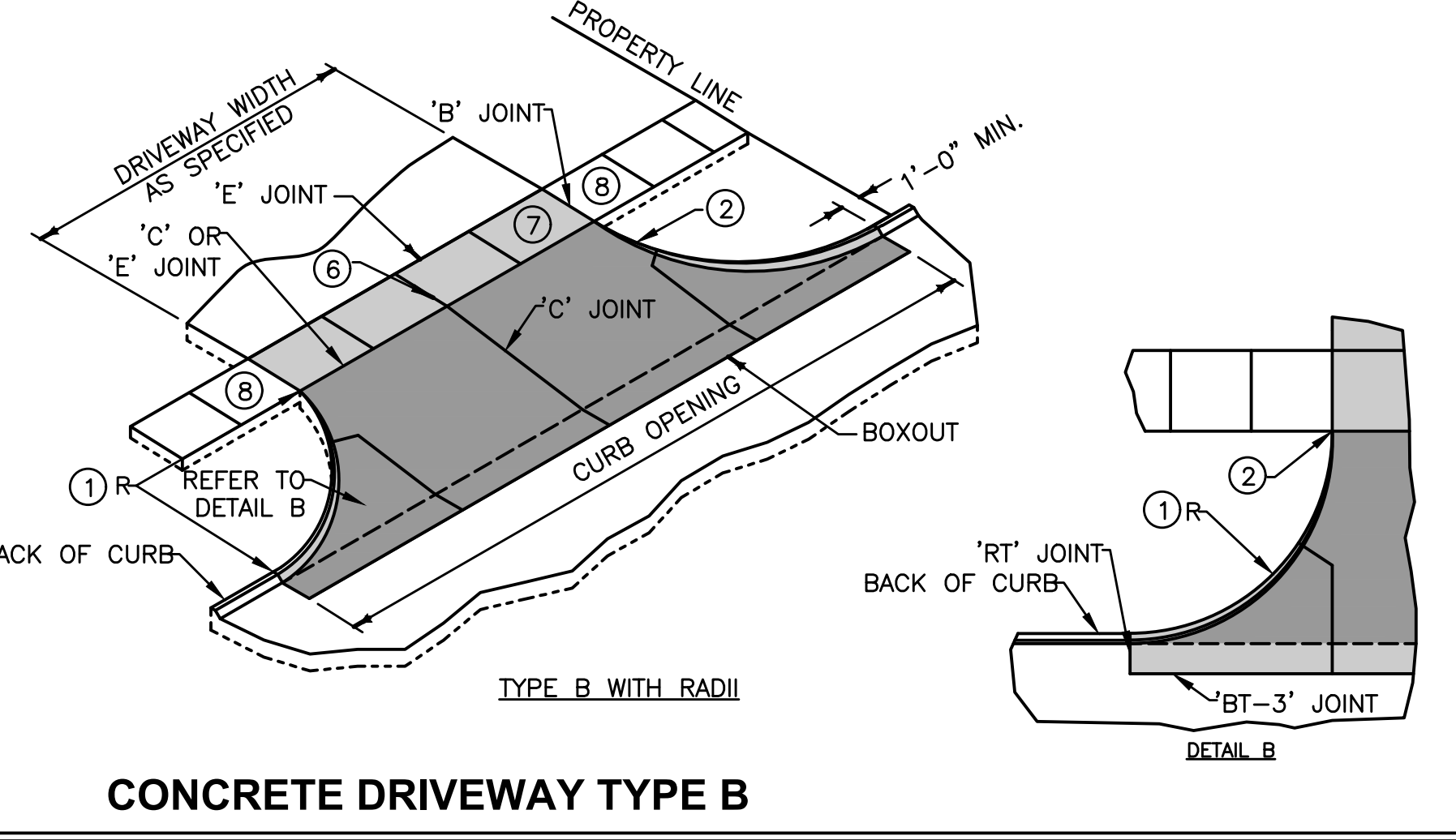
PAVEMENT THICKNESS

1. SIDEWALKS 4" P.C.C.
2. PARKING LOT 6" P.C.C.
3. DRIVEWAY WITHIN R.O.W. 7" P.C.C.

SIGN LEGEND



1. DRIVEWAY RADIUS (R). RESIDENTIAL: 10 FOOT MINIMUM, 15 FOOT MAXIMUM. COMMERCIAL AND INDUSTRIAL: AS SPECIFIED IN THE CONTRACT DOCUMENTS.
2. TRANSITION THE CURB HEIGHT TO 0 INCHES AT END OF TAPER/RADIUS OR AT THE FRONT EDGE OF SIDEWALK. DO NOT EXTEND RAISED CURB CROSS SIDEWALK.
3. PAVEMENT THICKNESS. RESIDENTIAL: 6 INCHES MINIMUM. COMMERCIAL AND INDUSTRIAL: 7 INCHES MINIMUM.
4. SIDEWALK THICKNESS THROUGH DRIVEWAY TO MATCH THICKNESS OF DRIVEWAY.
5. IF LONGITUDINAL JOINT IS LOCATED 48 INCHES OR LESS FROM THE BACK OF CURB, EXTEND BOXOUT TO JOINT LINE. FULL DEPTH SAW CUT IS STILL REQUIRED.
6. FOR ALLEYS, INVERT THE PAVEMENT CROWN 2% TOWARD THE CENTER OF THE ALLEY.
7. TARGET CROSS SLOPE OF 1.5% WITH A MAXIMUM CROSS SLOPE OF 2.0%. IF SPECIFIED IN THE CONTRACT DOCUMENTS, CONSTRUCT THE SIDEWALK THROUGH THE DRIVEWAY 5 FEET WIDE TO SERVE AS A PASSING SPACE.
8. IF CROSS SLOPE OF ADJACENT SIDEWALK PANEL EXCEEDS 2.0%, REMOVE AND REPLACE TO TRANSITION FROM EXISTING SIDEWALK TO SIDEWALK THROUGH DRIVEWAY. IF THE ELEVATION CHANGE REQUIRES A CURB RAMP, COMPLY WITH FIGURE 7030.205; VERIFY NEED FOR DETECTABLE WARNING PANEL WITH ENGINEER.
9. TRANSITION STREET CURB AT MINIMUM 1:1 SLOPE TO MEET DRIVEWAY CURB



LAKE FRONT OFFICE PARK LOT 1
DIMENSION PLAN

2 / 6

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POLK CITY, IOWA

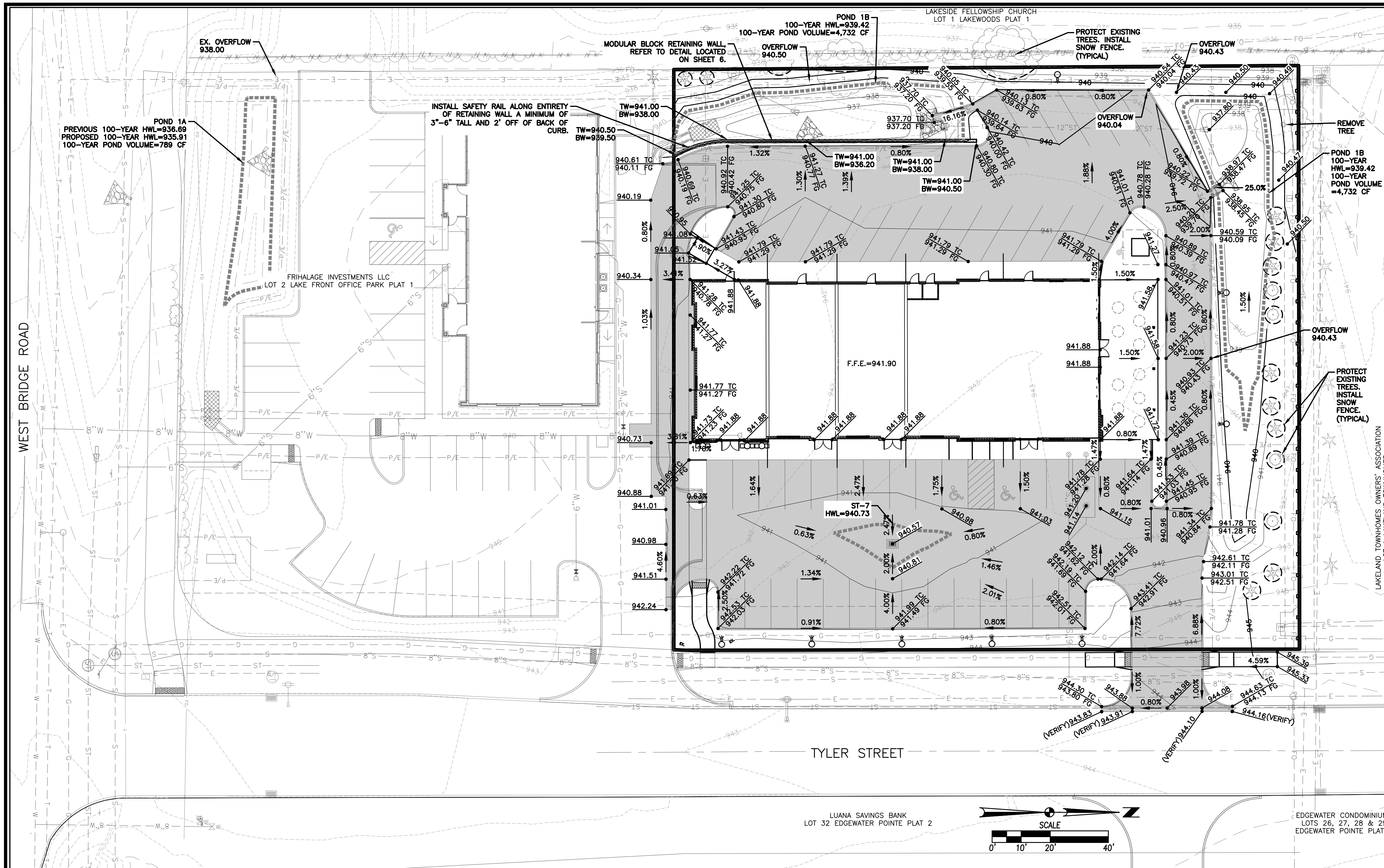
CIVIL DESIGN ADVANTAGE

ENGINEER: EKO

TECH: RL

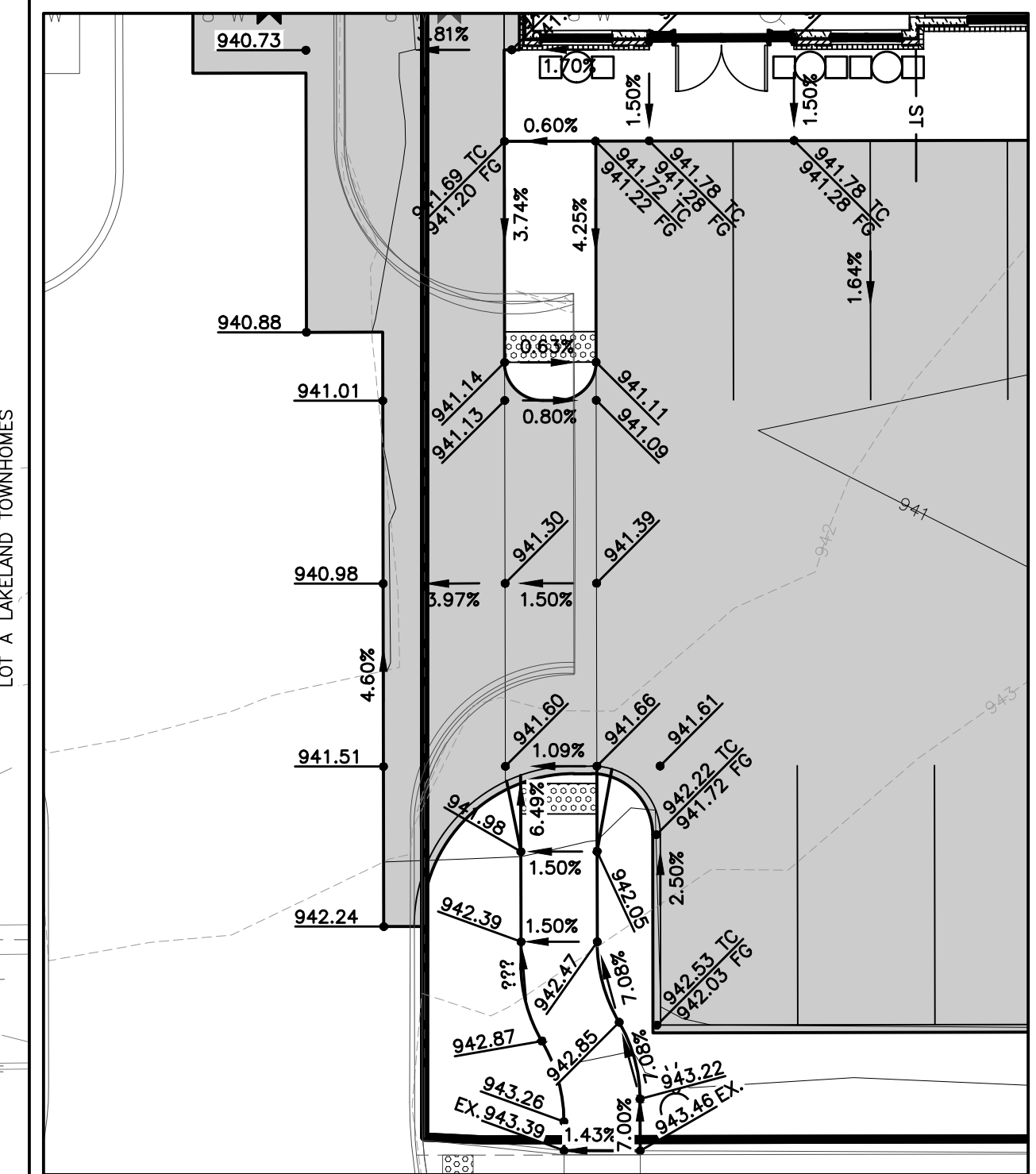
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PHONE: (515) 369-4400 FAX: (515) 369-4410

DATE	REVISIONS
01/05/2023	FINAL SUBMITTAL
11/15/2022	THIRD SUBMITTAL
11/09/2022	SECOND SUBMITTAL
10/26/2022	FIRST SUBMITTAL

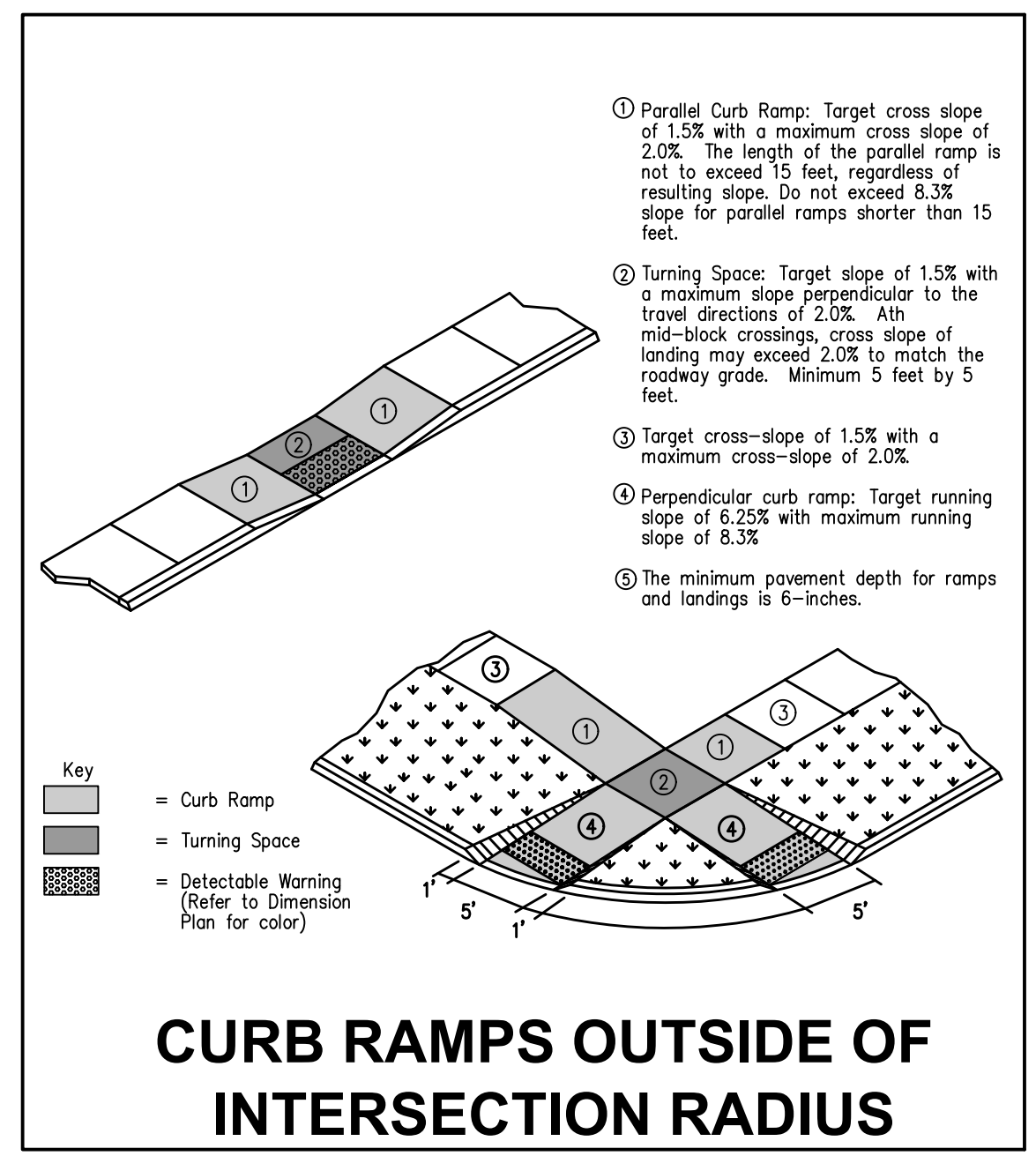


GRADING NOTES

1. PRIOR TO ANY GRADING, A COPY OF THE NPDES PERMIT SHALL BE PROVIDED TO THE CITY'S BUILDING DIVISION.
2. CONTRACTOR SHALL STRIP ALL DELETERIOUS MATERIAL. THE TOP 6" OF TOPSOIL IS TO BE STOCKPILED AND RESPAID AFTER GRADING IS COMPLETE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
3. EXCAVATION SHALL BE IN ACCORDANCE WITH THE 2022 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE.
4. MATCH EXISTING GRADES AT PROPERTY LINES AND/OR CONSTRUCTION LIMITS.
5. ALL SPOT ELEVATIONS ARE FORM GRADE (FG) OR TOP OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
6. SITE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
7. SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
8. THE CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS TO WITHIN THE CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
9. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE CONTROL TO THE CONSTRUCTION AREA AND HAIL ROADS TO PREVENT THE SPREAD OF DUST.
10. REFER TO SEPARATE STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS ON EROSION CONTROL.
11. FINAL FINISH GRADING TO BE APPROVED BY THE ARCHITECT AND CIVIL ENGINEER. MATCH EXISTING GRADES AT THE INTERFACE OF NEW AND EXISTING GRADES OR PAVING.
12. SIDEWALKS: MAINTAIN 1% MINIMUM AND 5% MAXIMUM LONGITUDINAL SLOPES ON ALL PAVED WALKWAYS. ALL WALKS TO HAVE 2.0% MAXIMUM TRANSVERSE SLOPE IN THE DIRECTION OF NATURAL DRAINAGE. SAW CUT JOINTS AS SOON AS CONCRETE HAS SET. SLOPE CUTS TO BE 1/8" TO 1/4" WIDE. DEPTH: LONGITUDINAL 1/3, TRANSVERSE 1/4.
13. THE GRADING OF THE DETENTION FACILITY, INSTALLATION OF THE STORM SEWER SYSTEM (IF APPLICABLE), AND THE INSTALLATION OF THE ORIFICE PLATE (IF APPLICABLE) SHALL BE COMPLETED AND FUNCTIONAL PRIOR TO ANY INCREASE IN IMPERVIOUS SURFACES WITHIN THE SITE OR THE PREVIOUSLY MENTIONED ITEMS SHALL BE GRADED/ INSTALLED AS SOON AS PRACTICAL.
14. DISTURBED AREA = 1.002 ACRES



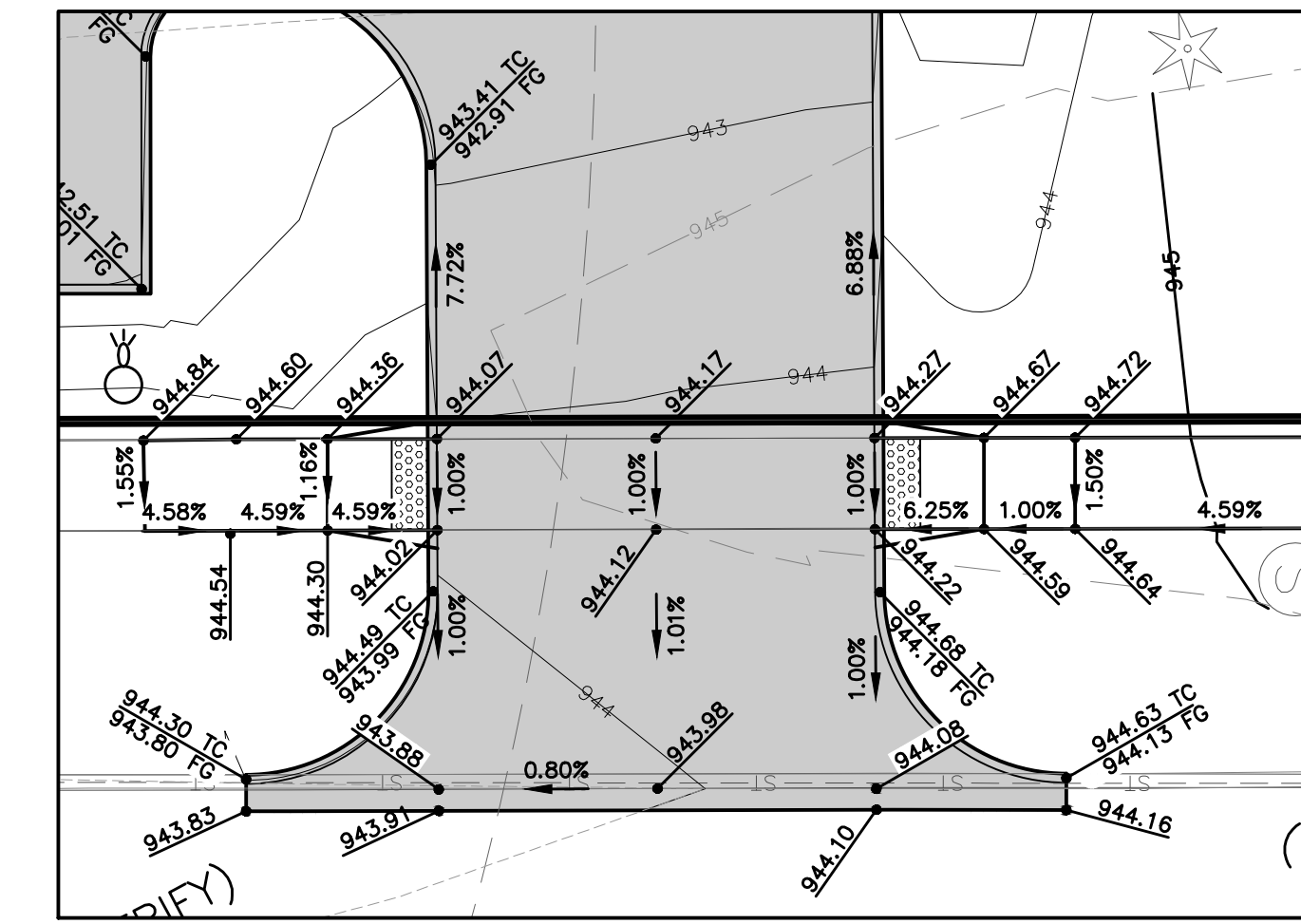
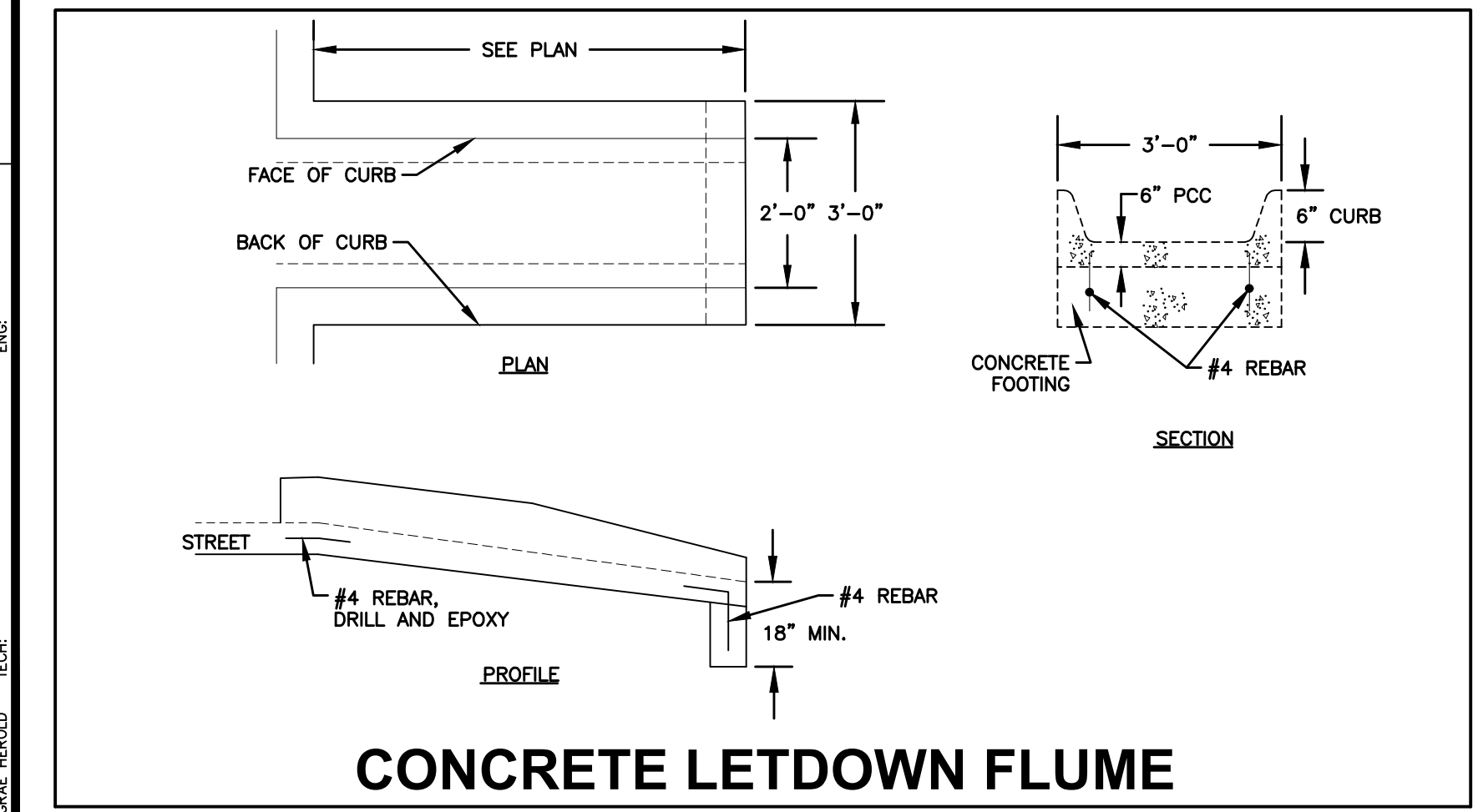
DETAIL 'A' SCALE 0' 5' 10' 20'



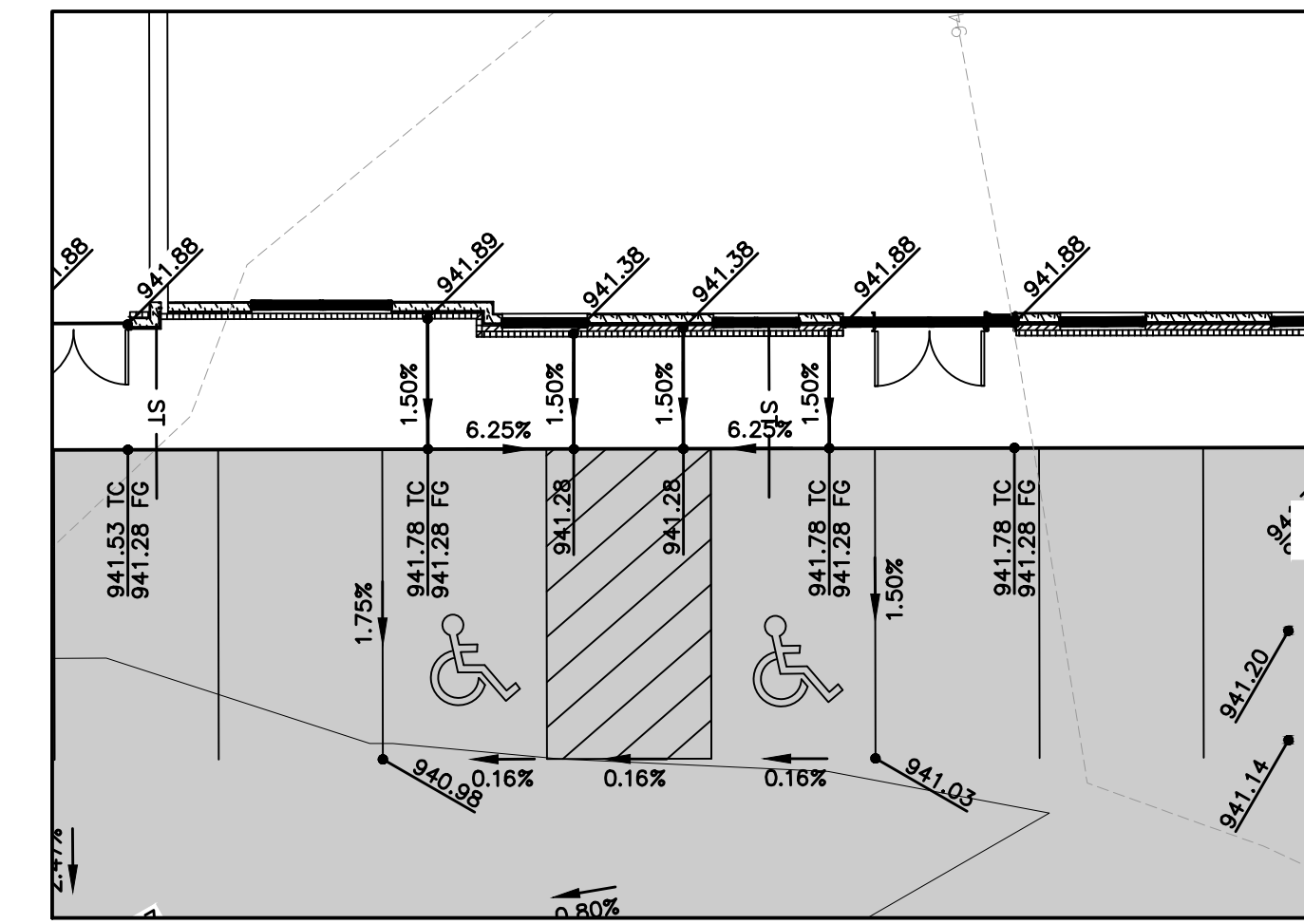
CURB RAMPS OUTSIDE OF INTERSECTION RADIUS SCALE 0' 5' 10' 20'

- Key
- ① = Curb Ramp
 - ② = Turning Space
 - ③ = Detectable Warning (Refer to Dimension Plan for color)

- ① Parallel Curb Ramp: Target cross slope of 1.5% with a maximum cross slope of 2.0%. The length of the parallel ramp is not to exceed 15 feet, regardless of resulting slope. Do not exceed 8.3% slope for parallel ramps shorter than 15 feet.
- ② Turning Space: Target slope of 1.5% with a maximum slope perpendicular to the travel directions of 2.0%. At mid-block crossings, cross slope of landing may exceed 2.0% to match the roadway grade. Minimum 5 feet by 5 feet.
- ③ Target cross-slope of 1.5% with a maximum cross-slope of 2.0%.
- ④ Perpendicular curb ramp: Target running slope of 6.25% with maximum running slope of 8.3%.
- ⑤ The minimum pavement depth for ramps and landings is 6-inches.



DETAIL 'B' SCALE 0' 5' 10' 20'



DETAIL 'C' SCALE 0' 5' 10' 20'

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 PLOTTED BY: GWL HEROLD
 DATE: 1/5/2023 12:51 PM

DATE	01/05/2023
11/09/2022	10/26/2022
REVISIONS	
FINAL SUBMITTAL	
SECOND SUBMITTAL	
FIRST SUBMITTAL	

4121 NW URBANDALE DRIVE
 URBANDALE, IOWA 50322
 PHONE: (515) 369-4400 FAX: (515) 369-4410

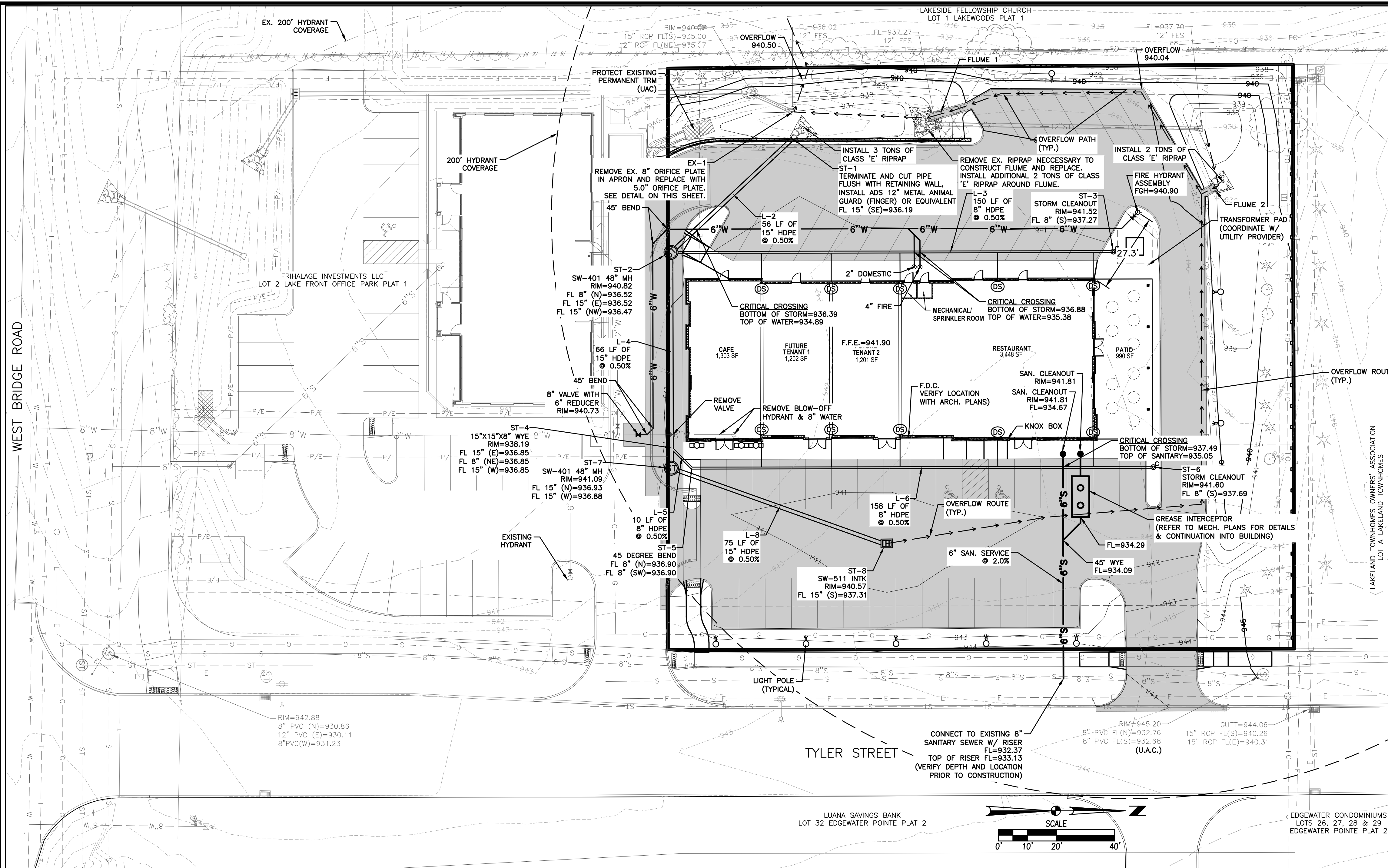
ES&A
 CIVIL DESIGN ADVANTAGE

ENGINEER: EKO ENGINEER: JWM TECH: RL

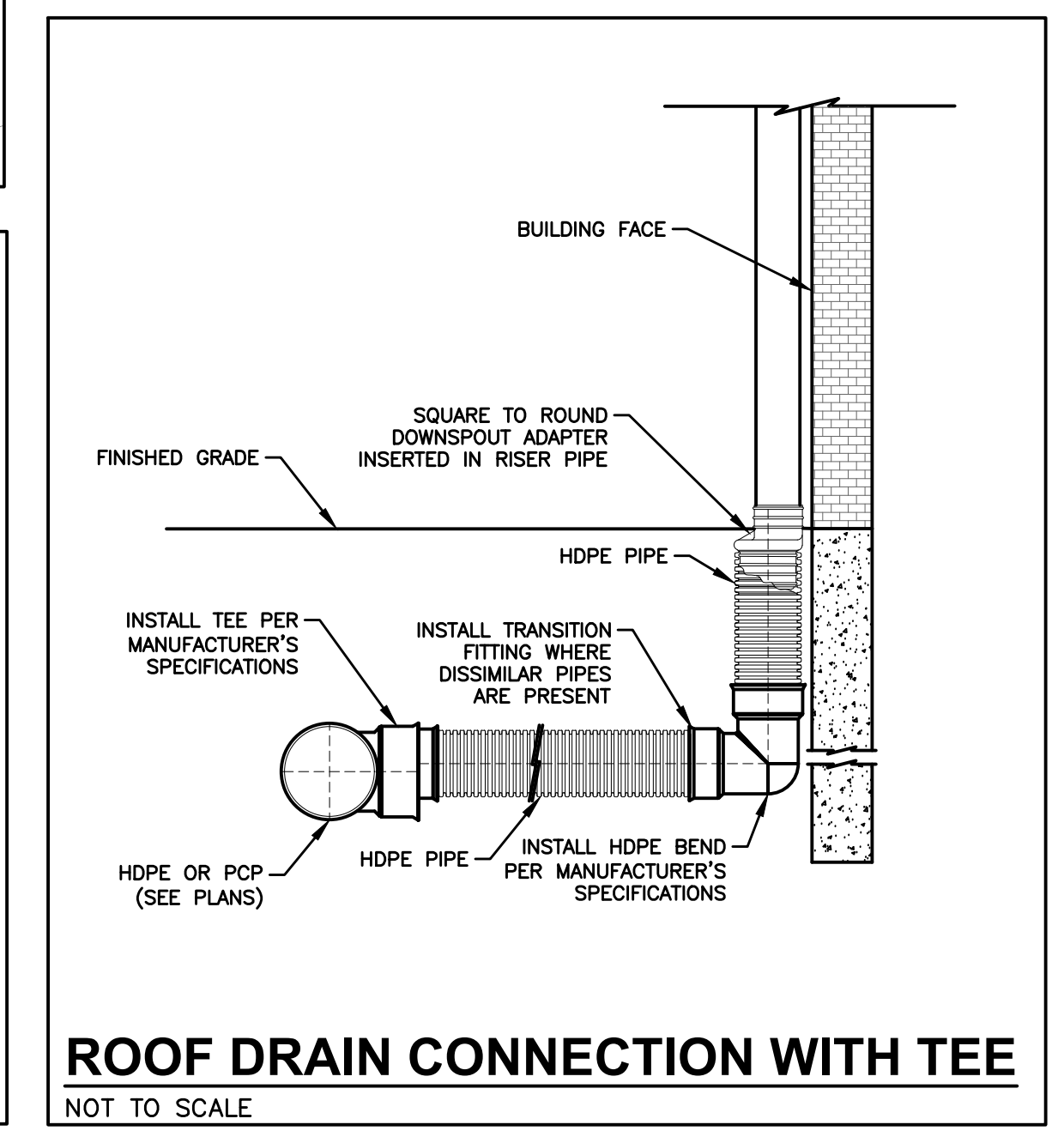
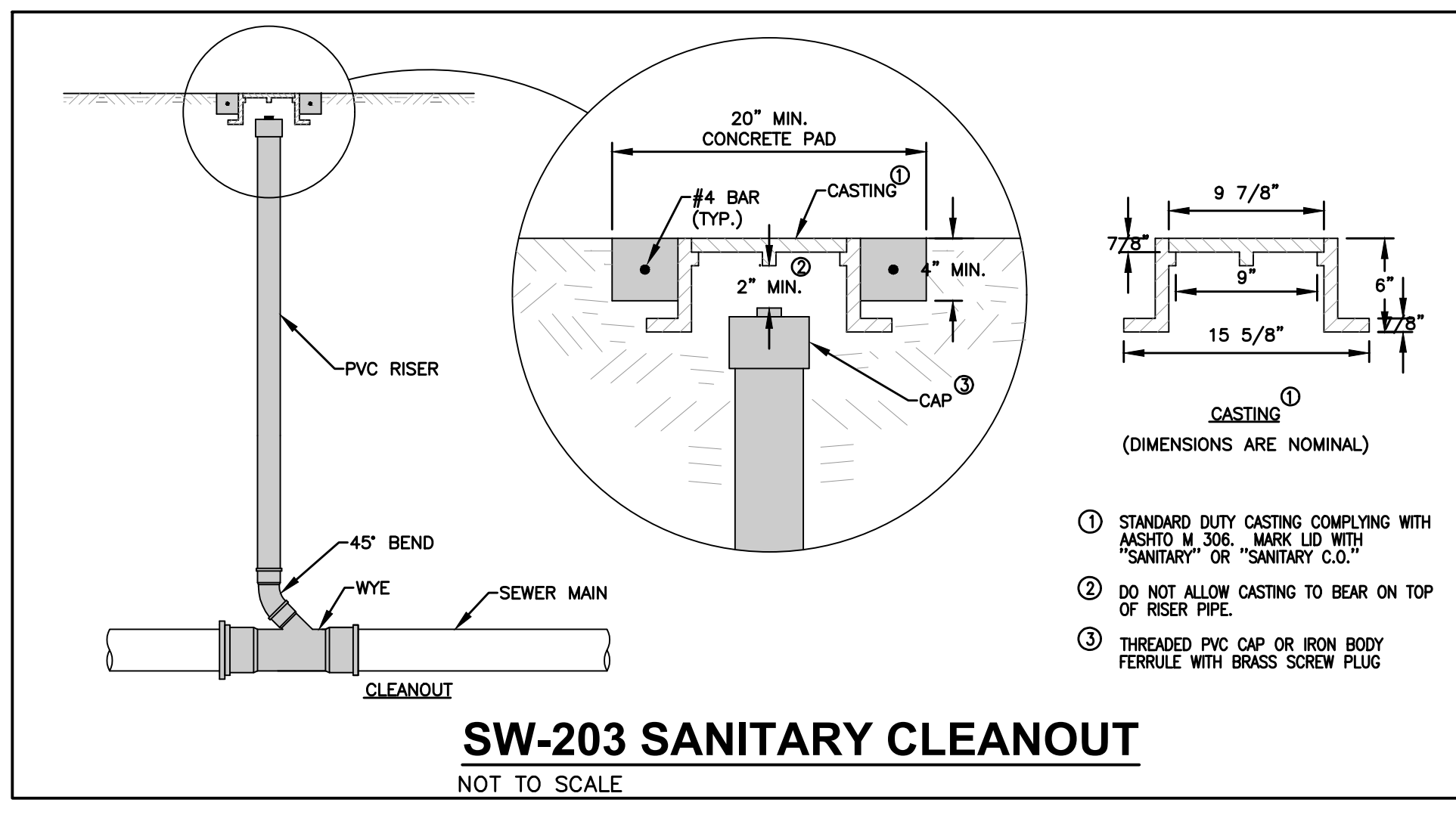
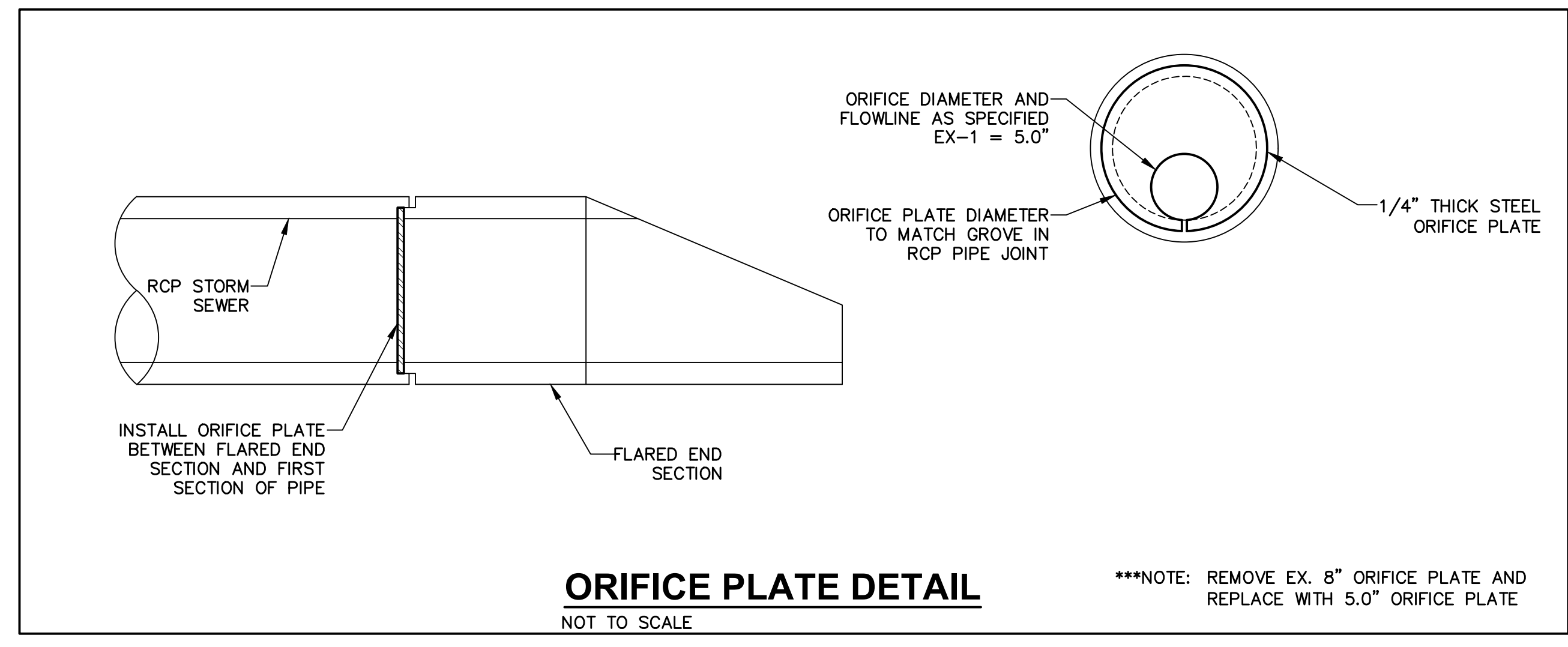
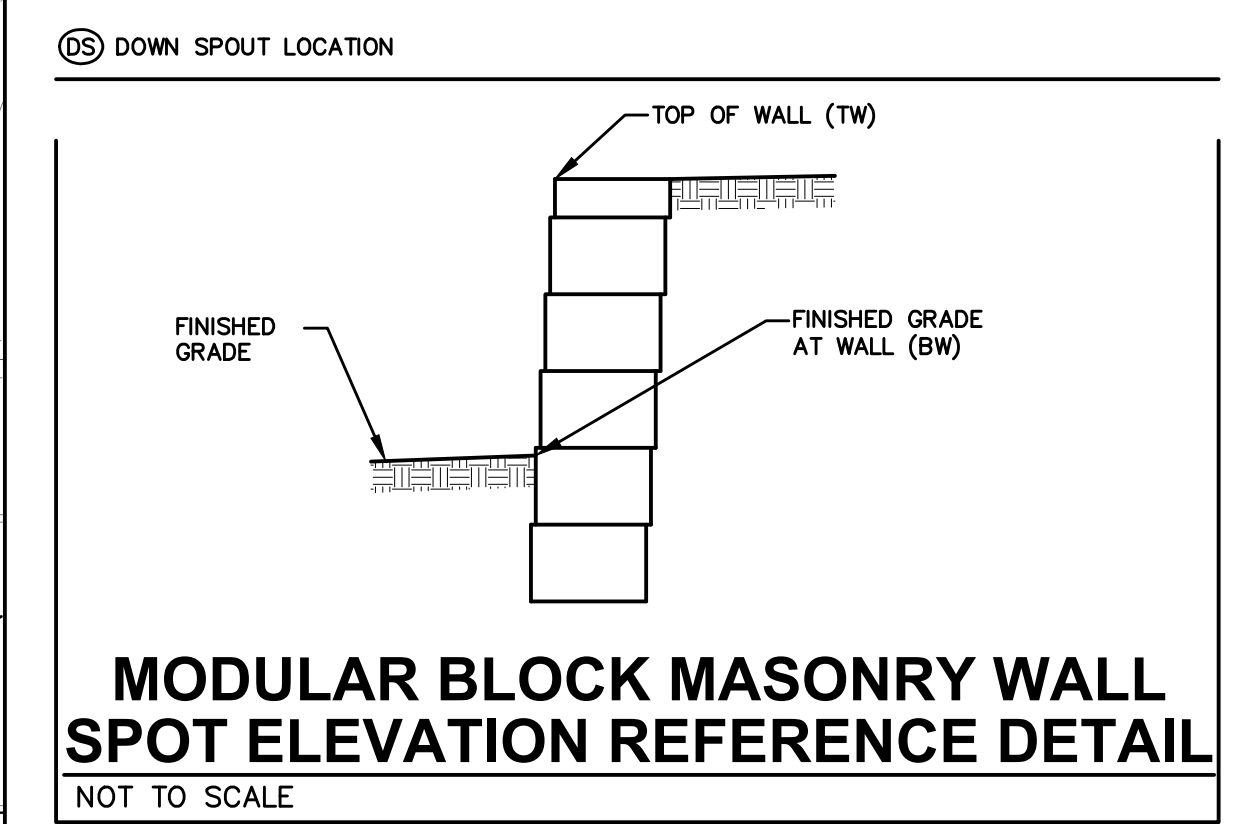
POLK CITY, IOWA

LAKE FRONT OFFICE PARK LOT 1
GRADING PLAN

3/6
 2207.507



- ### UTILITY NOTES
- REFER TO MECHANICAL, ELECTRICAL AND PLUMBING PLANS FOR UTILITY SERVICE SIZES AND EXACT LOCATIONS. REFER TO ELECTRICAL PLANS FOR ELECTRIC AND TELEPHONE SERVICE CONSTRUCTION DETAILS. REFER TO MECHANICAL PLANS FOR GAS SERVICE CONSTRUCTION DETAILS.
 - FIELD VERIFY ELEVATIONS AND LOCATIONS OF ALL CONNECTIONS TO EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
 - PROVIDE TEMPORARY SUPPORT FOR EXISTING UTILITY LINES THAT ARE ENCOUNTERED DURING CONSTRUCTION UNTIL BACKFILLING IS COMPLETED.
 - BACKFILL ALL UTILITY TRENCHES ACCORDING TO THE 2022 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS. MAINTAIN A MINIMUM OF 5.5' COVER OVER ALL WATERMAINS.
 - ALL UTILITIES SHALL BE STUBBED TO 5 FEET FROM BUILDINGS. REFER TO MEP PLANS FOR DESIGN FROM 5' OUTSIDE OF BUILDING FACE.
 - ADJUST ALL MANHOLES AND INTAKES TO FINISHED GRADES.
 - ALL SANITARY SEWER AND WATER SERVICES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S PLUMBING CODE.
 - 18" MINIMUM VERTICAL CLEARANCE BETWEEN STORM SEWER AND SANITARY SEWER PIPES. 18" MINIMUM VERTICAL CLEARANCE BETWEEN SANITARY SEWER AND WATER MAIN.
 - MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.
 - WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATIONS AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT 800-292-8899 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
 - ALL WATERMAIN WORK, PUBLIC OR PRIVATE SHALL BE DONE IN ACCORDANCE WITH THE 2022 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS.
 - THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
 - PRIVATE UTILITIES TO BE INSTALLED PER THE CITY'S STANDARD CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE 2012 UNIFORM PLUMBING CODE. CONTACT BUILDING INSPECTION A MINIMUM OF 24 HOURS IN ADVANCE FOR UTILITY INSTALLATION INSPECTIONS.
 - OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE RETENTION FACILITIES AND PRIVATE UTILITIES.
 - CONTRACTOR SHALL PREVENT ENTRY OF MUD, DIRT, DEBRIS AND OTHER MATERIAL INTO NEW AND EXISTING SEWER SYSTEMS. SHOULD ANY CONTAMINATION OCCUR DURING CONSTRUCTION, THE CONTRACTOR SHALL CLEAN AT NO COST TO THE OWNER. INSTALL SILT FENCE AT ALL PERMANENT STORM SEWER INLETS.
 - BUILDING WILL BE SPRINKLED.
 - ALL SERVICES SHALL BE BURIED AND CONSTRUCTED UNDERGROUND. OVERHEAD SERVICES WILL NOT BE ALLOWED.
 - THE DEVELOPER SHALL OBTAIN ALL NECESSARY PERMITS FOR OPERATION OF THE BUILDING, INCLUDING BUT NOT LIMITED TO A WRA FOG PERMIT.
 - THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR ANY MAINTENANCE AND/OR REPAIRS TO THE GREASE INTERCEPTOR.
 - MECHANICAL UNITS FOR THIS BUILDING WILL BE ROOF MOUNTED. REFER TO ARCHITECTURAL DRAWINGS FOR LOCATION AND SCREENING.



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 PLOTTED BY: GAZ HEROLD
 DATE: 1/23/2023 12:51 PM
 COMMENT: ENCL

DATE	01/05/2023
FINAL SUBMITTAL	11/19/2022
THIRD SUBMITTAL	11/09/2022
SECOND SUBMITTAL	11/09/2022
FIRST SUBMITTAL	10/26/2022

4121 NW URBANDALE DRIVE
 URBANDALE, IOWA 50322
 PHONE: (515) 369-4400 FAX: (515) 369-4410

CIVIL DESIGN ADVANTAGE
 POLK CITY, IOWA

ENGINEER: EKO
 TECH: RL

LAKE FRONT OFFICE PARK LOT 1

UTILITY PLAN

4 / 6

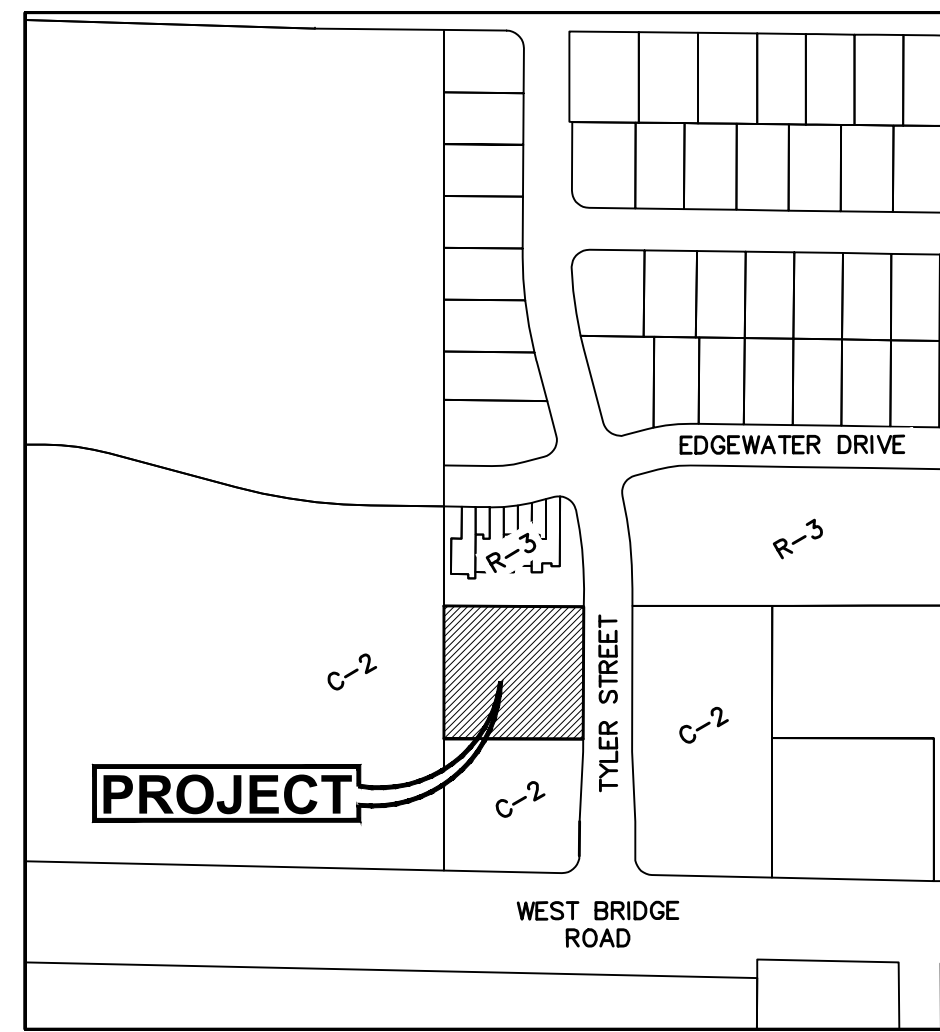
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LAKE FRONT OFFICE PARK LOT 1

EROSION AND SEDIMENT CONTROL PLAN

VICINITY MAP

NOT TO SCALE



POLK CITY, IOWA

STABILIZATION QUANTITIES

ITEM NO.	ITEM	UNIT	TOTAL
1	SILT FENCE	LF	548
2	DITCH CHECKS	LF	96
3	SEEDING, FERTILIZING, AND MULCHING	AC	0.75
4	INLET PROTECTION DEVICES	EA	1
5	CONCRETE WASHOUT PIT	EA	1

DISCHARGE POINT SUMMARY

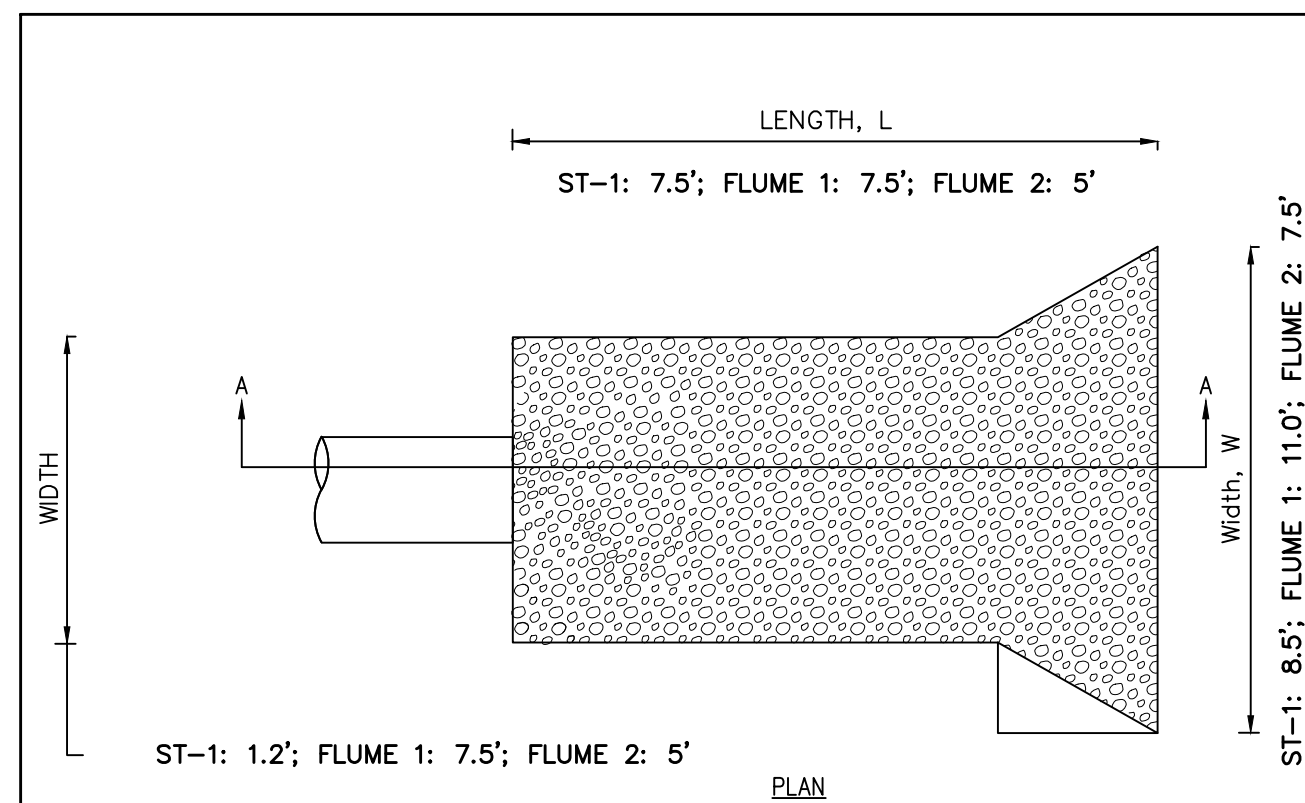
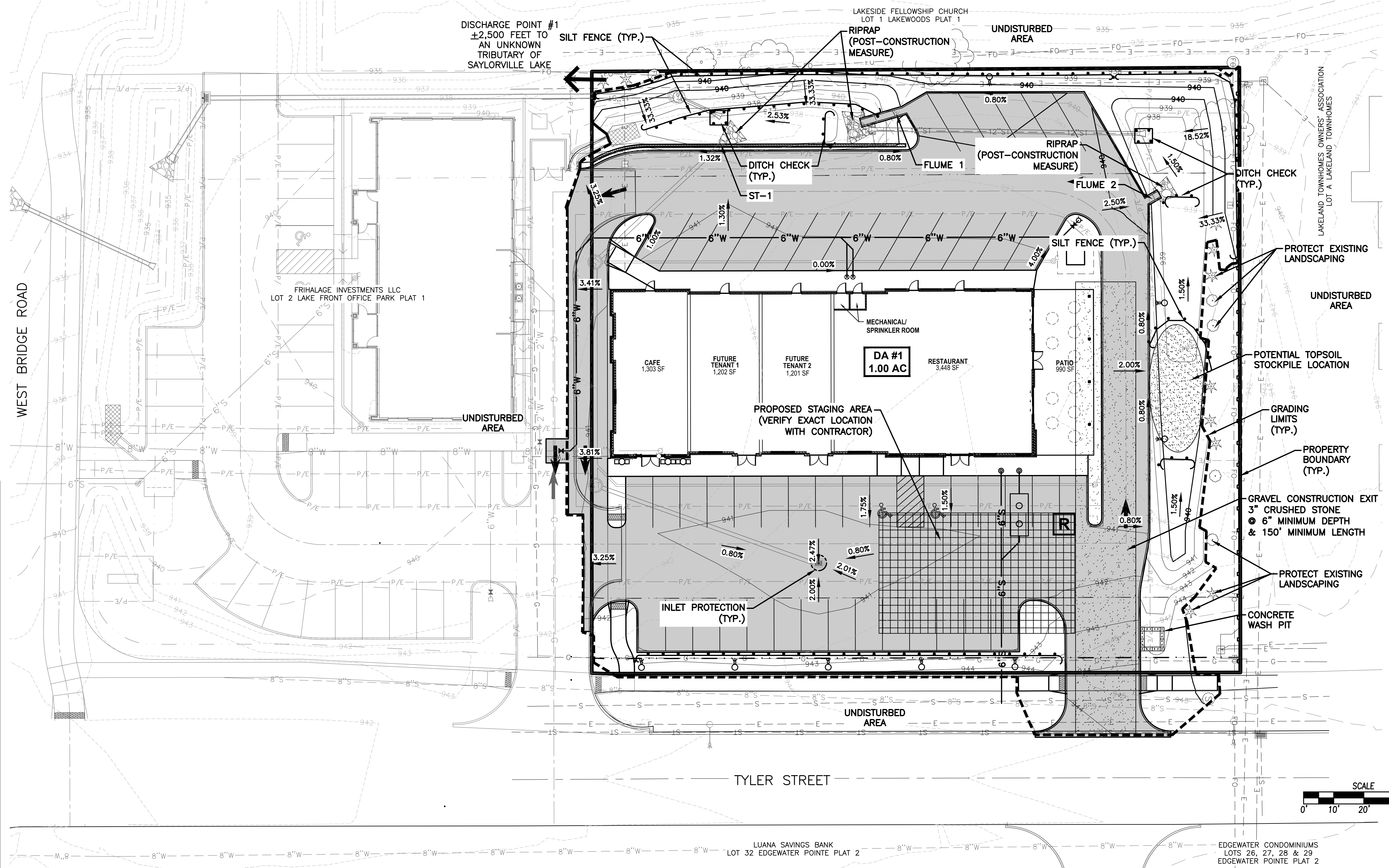
DISCHARGE POINT #1 TO AN UNKNOWN TRIBUTARY OF SAYLORVILLE LAKE ±2,500 FT	1.00 ACRES 3,600 CU FT
TOTAL AREA DISTURBED TO DISCHARGE POINT	
STORAGE VOLUME REQUIRED (# OF ACRES*3600 CU FT)	
VOLUME PROVIDED IN SILT FENCE (548 LF @ 4.5 CU FT/LF OF FENCE)	5,480 CU FT
VOLUME PROVIDED IN DITCH CHECK (96 LF @ 4.5 CU FT/LF)	1,440 CU FT
TOTAL VOLUME PROVIDED	6,920 CU FT

NOTES:

- IF DEWATERING IS NEEDED FOR ANY REASON, DISCHARGE OF WATER OFFSITE IS TO CONFORM WITH THE GENERAL PERMIT #2 REQUIREMENT.
- DISTURBED AREAS SHALL BE TEMPORARILY SEEDED OR MULCHED IMMEDIATELY WHENEVER CLEARING, GRADING, EXCAVATING, OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
- STORM SEWERS AND DRAINAGE WAYS SHALL BE PROTECTED FROM CONCRETE SLURRY PRODUCED BY SAWCUTTING AND CONCRETE GRINDING.
- TREE PROTECTION FENCE SHALL BE INSTALLED AND INSPECTED BY A POLK CITY CONSTRUCTION OBSERVER PRIOR TO CONSTRUCTION STARTING.

SWPPP LEGEND

DRAINAGE ARROW	X.XX %	UNDISTURBED AREA	
GRADING LIMITS		RIP-RAP	
FILTER SOCK		GRAVEL ENTRANCE	
SILT FENCE		STAGING AREA	
INLET PROTECTION		CONCRETE WASHOUT PIT	
PORTABLE RESTROOM			
TEMPORARY STANDPIPE			



NOTE:
1. INSTALL A 3" CLAY WATERSTOP AT ALL STORM SEWER OUTLETS.

ROCK APRON FOR OUTLET
NOT TO SCALE

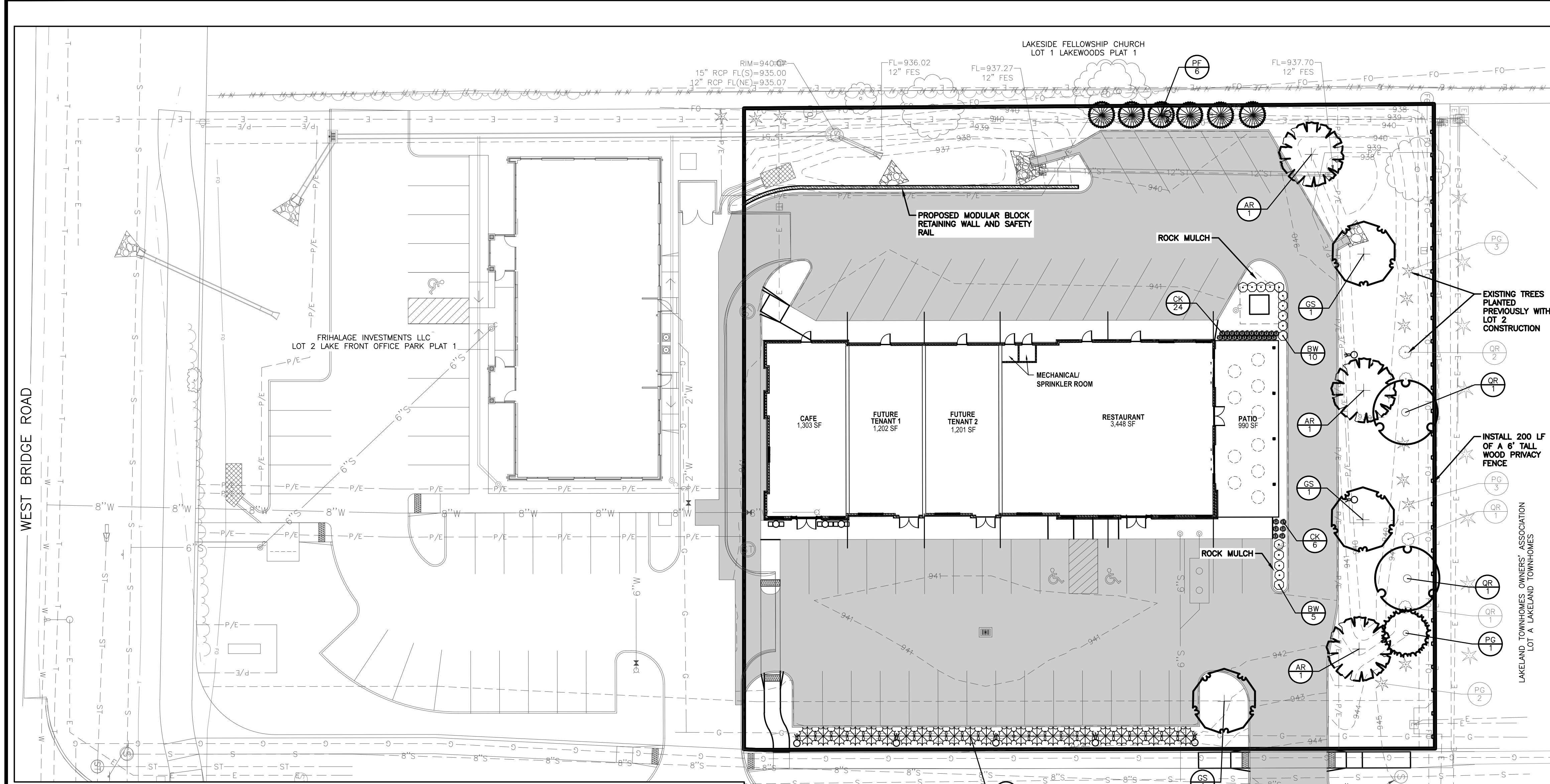
DATE	REVISIONS
01/05/2023	FINAL SUBMITTAL
11/15/2022	THIRD SUBMITTAL
11/09/2022	SECOND SUBMITTAL
10/26/2022	FIRST SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PHONE: (515) 369-4400 FAX: (515) 369-4410
ENGINEER: EKO ENGINEER: JWM TECH: RL

ESA
CIVIL DESIGN ADVANTAGE
POLK CITY, IOWA

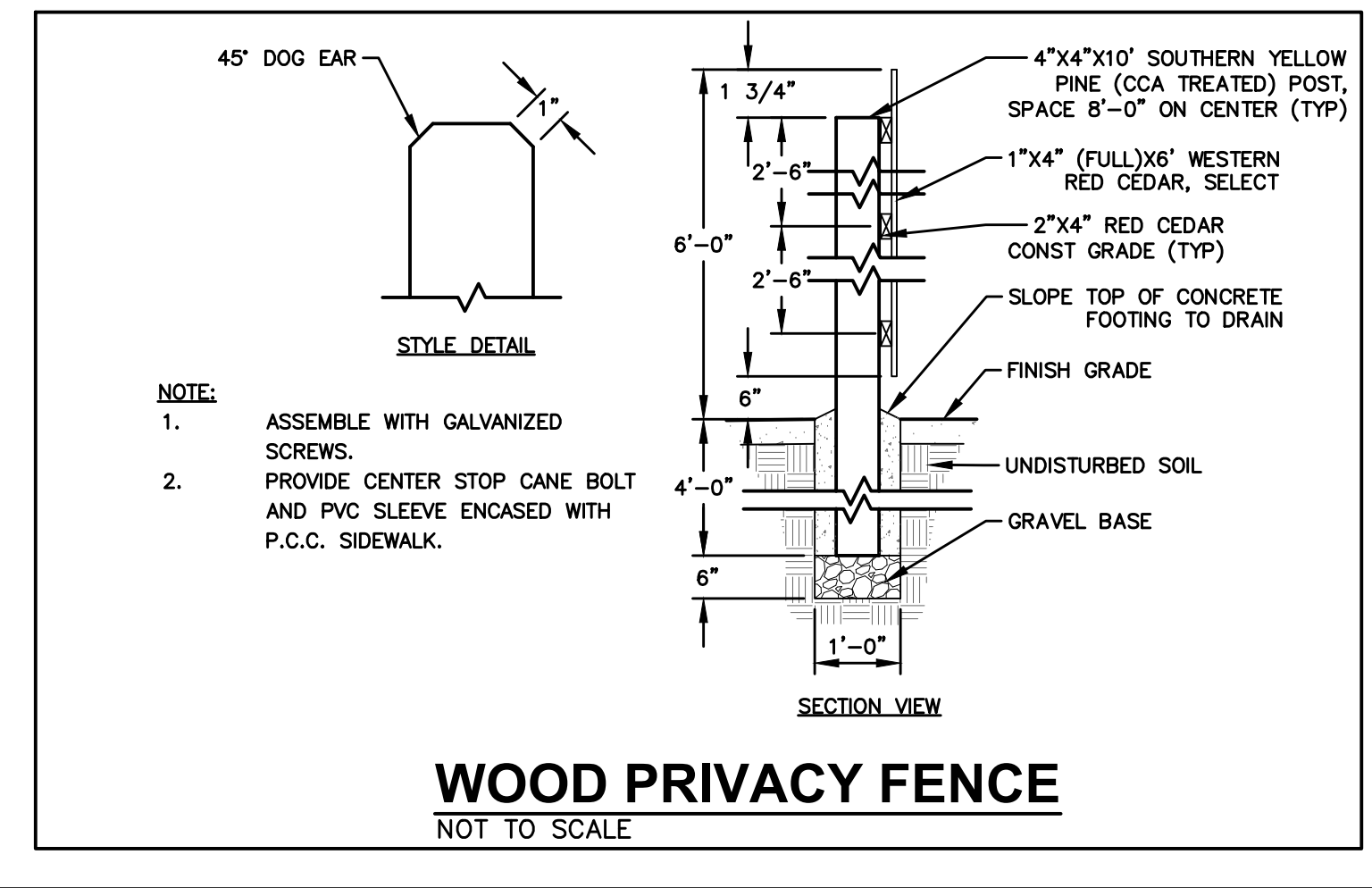
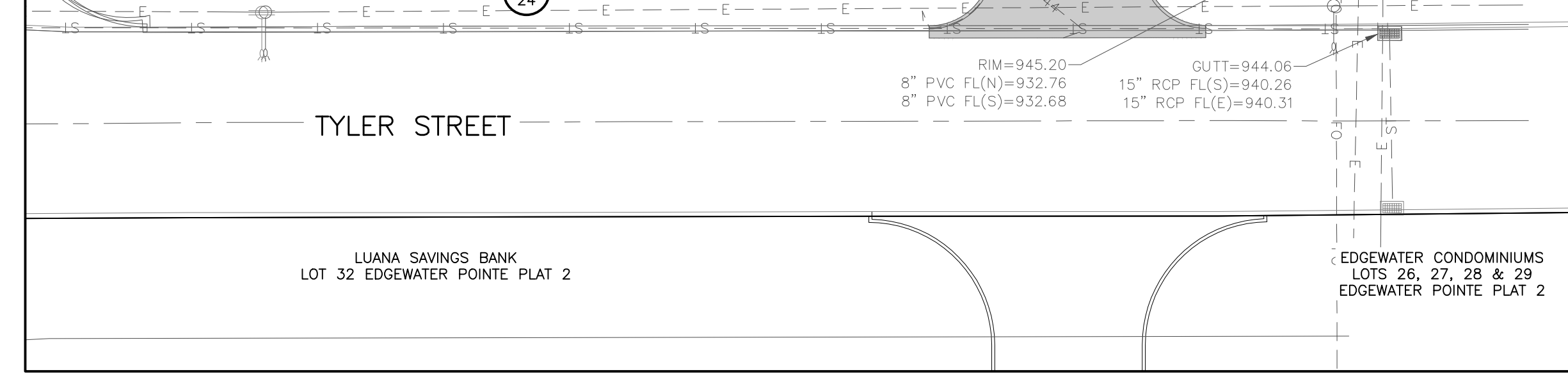
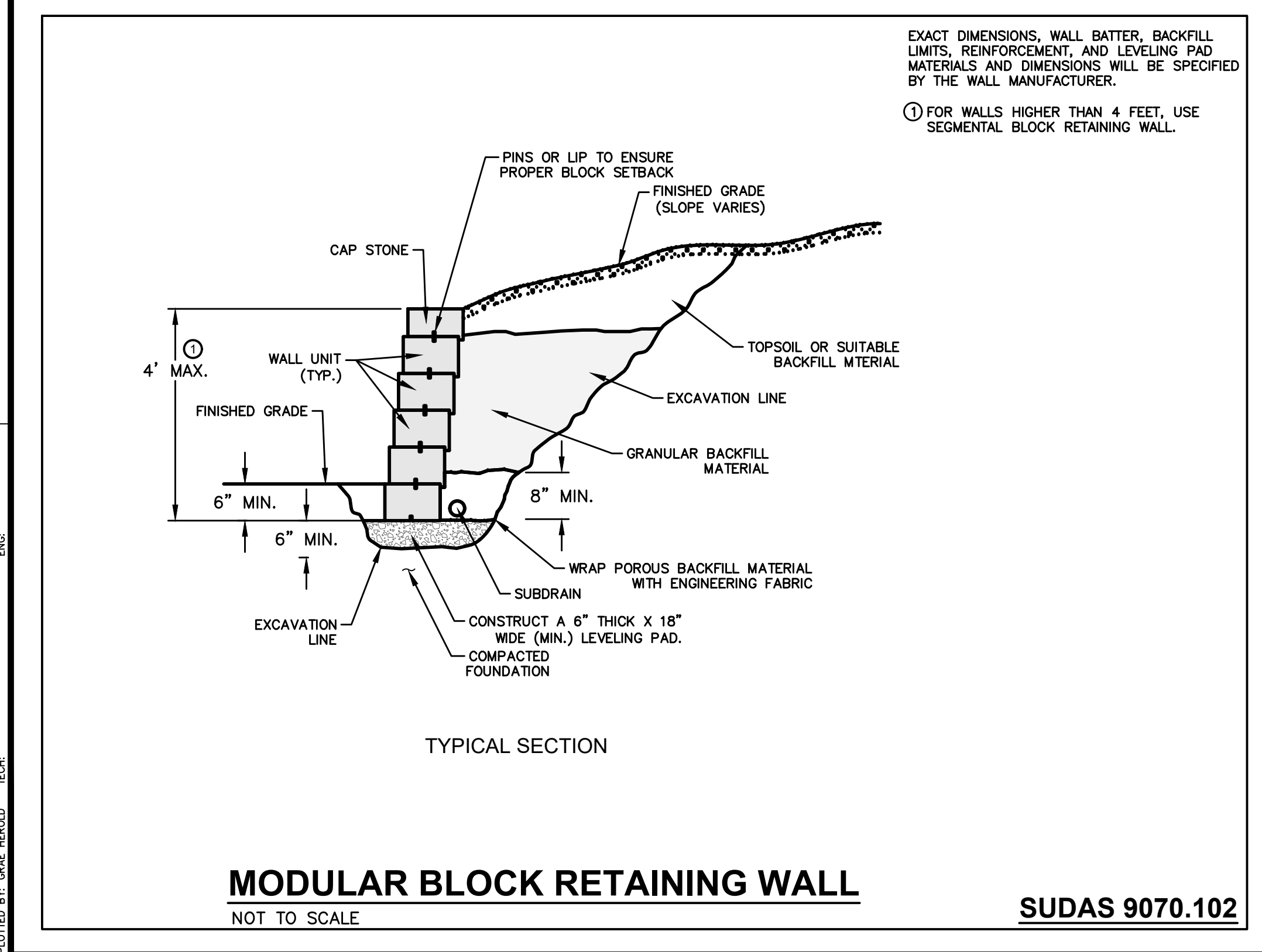
LAKE FRONT OFFICE PARK LOT 1
EROSION AND SEDIMENT CONTROL PLAN

5
6
2207.507



- ### LANDSCAPE NOTES
- LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
 - THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
 - TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1.
 - ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, Voids AND OPEN SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS; TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
 - SEED (TYPE 1) OR SOD ALL DISTURBED AREAS AS DIRECTED BY OWNER.
 - BACKFILL TO TOP OF CURB (MINUS 1 1/2" FOR SOD, IF REQ.)
 - WEED PREVENTER (PRE-EMERGENT) SHALL BE SPREAD OVER SOIL AFTER PLANTING AND BEFORE MULCHING IN ALL PLANTING BEDS PER MANUFACTURER'S RECOMMENDATIONS.
 - SHREDDED HARDWOOD MULCH SHALL BE PLACED AROUND ALL TREES, SHRUBS AND IN ALL PLANTING BEDS TO A (MIN) DEPTH OF 3".
 - ALL EDGING SHALL BE SPADE CUT EDGE.
 - PLANT QUANTITIES ARE SHOWN FOR INFORMATION ONLY, THE DRAWING SHALL PREVAIL IF ANY CONFLICTS ARISE.
 - ALL DEBRIS SPILLED IN THE PUBLIC R.O.W. SHALL BE PICKED UP BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
 - CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
 - CONTRACTOR SHALL PROVIDE IRRIGATION DESIGN TO OWNER, IF REQUESTED, FOR APPROVAL.
 - ALL PLANTING BEDS SHALL HAVE ROCK MULCH.

- ### LANDSCAPE REQUIREMENTS
- OPEN SPACE**
 LOT 1 AREA = 43,126 SF
 OPEN SPACE REQUIRED = 6,469 SF (15%)
 OPEN SPACE PROVIDED = 15,515 SF (36%)
- 2 TREES AND 6 SHRUBS PER 3,000 SF OF REQ. OPEN SPACE**
 TREES REQUIRED = 6 TREES
 SHRUBS REQUIRED = 18 SHRUBS
- TREES PROVIDED**
 SHRUBS PROVIDED = 39 SHRUBS
 GRASSES PROVIDED = 30 GRASSES
- PARKING LOT LANDSCAPING**
 20% OF PAVEMENT SHALL BE SHADED PAVEMENT
 19,921 x 20% = 3,984 SF
 3,984 SF / 700 = 6 TREES
 TREES PROVIDED = 6 TREES
- SCREENING REQUIRED:**
 TYPE 'B' SCREEN ON NORTH.
 3' OPAQUE SCREEN WITH INTERMITTENT VISUAL OBSTRUCTION TO A HEIGHT OF 20 FEET. NO OPENINGS SHALL BE MORE THAN TEN FEET IN WIDTH.
- PROVIDED:**
 6' TALL WOOD PRIVACY FENCE AND EXISTING TREES.
- NORTH BUFFER TREES REPLACED = 3 TREES**



SCALE: 0' 10' 20' 40'

PLANT SCHEDULE	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
EVERGREEN TREES	6	Pyramidal White Pine	Pinus strobus 'Fastigiata'	B&B, 6' HEIGHT
PF	1	Colorado Blue Spruce	Picea pungens 'Glauca'	B&B, 6' HEIGHT
OVERSTORY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
AR	3	Red Maple	Acer rubrum	B&B, 8' HEIGHT
GS	3	Skyline Honey Locust	Gleditsia triacanthos 'Skyline'	B&B, 8' HEIGHT
QR	2	Red Oak	Quercus rubra	B&B, 8' HEIGHT
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
BW	15	Wintergreen Boxwood	Buxus microphylla 'Wintergreen'	15" HT
JF	24	Sea Green Juniper	Juniperus chinensis 'Sea Green'	24" HT.
GRASSES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
CK	30	Feather Reed Grass	Calamagrostis x acutiflora 'Karl Foerster'	GAL

FILE: H:\2022\2207507\DWG\2207507-STD.DWG
 COMMENT: SUDAS 9070.102
 PLOTTED BY: JAW
 DATE: 1/5/2023 12:52 PM

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LAKE FRONT OFFICE PARK LOT 1

LANDSCAPE PLAN

6

2207.507

4121 NW URBANDALE DRIVE
 URBANDALE, IOWA 50322
 PHONE: (515) 369-4400 FAX: (515) 369-4410
 ENGINEER: EKO TECH: RL

CIVIL DESIGN ADVANTAGE
 POLK CITY, IOWA

DATE	REVISIONS
01/05/2023	FINAL SUBMITTAL
11/19/2022	THIRD SUBMITTAL
11/09/2022	SECOND SUBMITTAL
10/26/2022	FIRST SUBMITTAL

EXHIBIT C
DEVELOPER'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October _____, 20____.
- (2) Assessed Taxable Valuation of Property as of January 1, 20____:
\$_____.
- (3) Base Taxable Valuation of Property:
\$_____
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____ /1000 = \$_____ (the "TIF Estimate")
- (7) TIF Estimate (\$_____) x .75 (Annual Percentage) = Developer's Estimate (\$_____).



City of Polk City, Iowa City Council Agenda Communication

Date: December 11, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager
Subject: FY2024 budget amendment #1

BACKGROUND: On Monday, the City Council will hold a public hearing for a budget amendment for the Fiscal Year 2024 (July 1, 2023-June 30, 2024). The proposed amendment includes amending for \$23,000 in revenue, and \$952,500 in expenditures. The largest line items that needs amended are for the purchase of property at 1600 W. Broadway Street and holding a special census. The city plans to use general fund reserves for the purchase of property. My recommendation for the special census is to use general fund reserves in FY24 and replenish those reserves with Local Option Sales Tax in FY2025.

Another significant expense is the addition of the Building Official to the city staff in September 2023. Although the budget will reflect additional expenses for this position in the amount of \$108,500, this change could provide for cost savings once the city begins conducting all building inspections in-house, instead of outsourcing them to a 3rd party. This change is estimated to occur January 1, 2024. Explanation for each adjustment is as follows:

Revenue:

1. Amend for RAGBRAI revenue in the amount of \$5,000
2. Amend for Police Forfeiture revenue in the amount of \$17,000

Expenses:

1. Amend for building department salary in the amount of \$65,000
2. Amend for building department overtime in the amount of \$2,500
3. Amend for Building Department FICA in the amount of \$6,000
4. Amend for Building Department IPERS in the amount of \$6,500
5. Amend for Building Department Group Insurance in the amount of \$20,000
6. Amend for Building Department Clothing allowance in the amount of \$500
7. Amend for Building Department vehicle allowance in the amount of \$4,000
8. Amend for Building Department subscriptions in the amount of \$500
9. Amend for Building Department training in the amount of \$1,000
10. Amend for Building Department travel and conference expenses in the amount of \$2,500
11. Amend for Ragbrai expenditures in the additional amount of \$5,000
12. Amend for property purchase for 1600 W. Broadway Street in the amount of \$420,000

13. Amend for a Special Census in the amount of \$402,000

14. Amend for police forfeiture expenditures in the amount of \$17,000

ALTERNATIVES: Do not approve the budget amendment

FINANCIAL CONSIDERATIONS: The financial considerations for this amendment are additional expenditures in the amount of \$930,500. For the year ending, June 30, 2023, the City's General Fund will have a negative balance of -\$847,041 due to the property purchase and the special census, however, the City Council is using reserves for the purchase. I want to clarify that we are not spending more than we currently have available, the City does have very healthy general fund reserves, and we will spend some reserves, and replenish some of that availability next year with LOST funds.

RECOMMENDATION: It is my recommendation that the Council approve the budget amendment as proposed. The larger additional expenses have already been approved by the City Council, and the City needs to amend the budget.

Budget Amendment:

Revenue:

	<u>Account Number</u>	<u>Addition</u>	<u>New Budget Total</u>
Ragbrai Revenue	001-430-4700	\$5,000.00	\$10,000.00
Forfeiture Revenue	177-110-4530	\$17,000.00	\$17,000.00

Expenses:

Salary-Building Department	001-170-6010	\$65,000.00	\$65,000.00
Overtime	001-170-6040	\$2,500.00	\$2,500.00
City Share FICA	001-170-6110	\$6,000.00	\$6,000.00
City Share IPERS	001-170-6130	\$6,500.00	\$6,500.00
Group Insurance	001-170-6150	\$20,000.00	\$20,000.00
Clothing allowance	001-170-6181	\$500.00	\$500.00
Vehicle Allowance	001-170-6182	\$4,000.00	\$4,000.00
Subscriptions	001-170-6210	\$500.00	\$500.00
Training-Building	001-170-6230	\$1,000.00	\$1,000.00
Travel & Conference Expenses	001-170-6240	\$2,500.00	\$2,500.00
Ragbrai	001-430-6465	\$5,000.00	\$35,000.00
Special Census	001-699-6404	\$402,000.00	\$402,000.00
Property Purchase	001-699-6730	\$420,000.00	\$420,000.00
Forfeiture Expenses	177-110-6499	\$17,000.00	\$17,000.00

<u>General Fund Revenue</u>	<u>Police Revenue</u>		
\$5,000.00	\$17,000.00		
<u>Building & Housing</u>	<u>Culture & Rec Total</u>	<u>General Government</u>	<u>Police Forfeiture</u>
\$108,500.00	\$5,000.00	\$822,000.00	\$17,000.00

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2024 - AMENDMENT # 1

To the Auditor of POLK County, Iowa:

The City Council of POLK CITY in said County/Counties met on 12/11/2023 06:00 PM, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced.

RESOLUTION No. 2023-157

A RESOLUTION AMENDING THE CURRENT BUDGET FOR FISCAL YEAR ENDING JUNE 2024

(AS LAST CERTIFIED OR AMENDED ON 04/10/2023)

Be it Resolved by the Council of City of POLK CITY

Section 1. Following notice published/posted 12/01/2023 and the public hearing held 12/11/2023 06:00 PM the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at the hearing:

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	3,631,949	0	3,631,949
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	3,631,949	0	3,631,949
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	887,632	0	887,632
Other City Taxes	6	1,047,568	0	1,047,568
Licenses & Permits	7	407,300	0	407,300
Use of Money & Property	8	323,300	0	323,300
Intergovernmental	9	772,590	0	772,590
Charges for Service	10	4,720,800	5,000	4,725,800
Special Assessments	11	7,500	0	7,500
Miscellaneous	12	108,217	17,000	125,217
Other Financing Sources	13	8,360,000	0	8,360,000
Transfers In	14	1,608,087	0	1,608,087
Total Revenues & Other Sources	15	21,874,943	22,000	21,896,943
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	2,830,350	17,000	2,847,350
Public Works	17	802,650	0	802,650
Health and Social Services	18	2,000	0	2,000
Culture and Recreation	19	892,550	5,000	897,550
Community and Economic Development	20	602,241	108,500	710,741
General Government	21	620,550	822,000	1,442,550
Debt Service	22	1,160,070	0	1,160,070
Capital Projects	23	17,046,600	0	17,046,600
Total Government Activities Expenditures	24	23,957,011	952,500	24,909,511
Business Type/Enterprise	25	3,917,443	0	3,917,443
Total Gov Activities & Business Expenditures	26	27,874,454	952,500	28,826,954
Transfers Out	27	1,608,087	0	1,608,087
Total Expenditures/Transfers Out	28	29,482,541	952,500	30,435,041
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-7,607,598	-930,500	-8,538,098
Beginning Fund Balance July 1, 2023	30	16,263,966	0	16,263,966
Ending Fund Balance June 30, 2024	31	8,656,368	-930,500	7,725,868

Explanation of Changes: The proposed amendment includes amending for \$23,000 in revenue, and \$952,500 in expenditures. The largest line items that needs amended are for the purchase of property at 1600 W. Broadway Street and holding a special census. The city plans to use general fund reserves for the purchase of property. My recommendation for the special census is to use general fund reserves in FY24, and replenish those reserves with Local Option Sales Tax in FY2025.

Another significant expense is the addition of the Building Official to the city staff in September 2023. Although the budget will reflect additional expenses for this position in the amount of \$108,500, this change could provide for cost savings once the city begins conducting all building inspections in-house, instead of outsourcing them to a 3rd party. This change is estimated to occur January 1, 2024. The financial considerations for this amendment are additional expenditures in the amount of \$930,500. For the year ending, June 30, 2023, the City's General Fund will have a negative balance of -\$847,041 due to the property purchase and the special census, however, the City Council is using reserves for the purchase. I want to clarify that we are not spending more than we currently have available, the City does have very healthy general fund reserves, and we will spend some reserves, and replenish some of that availability next year with LOST funds.

12/11/2023

City Clerk/Administrator Signature of Certification

Adopted On

Mayor Signature of Certification



City of Polk City, Iowa City Council Agenda Communication

Date: December 11, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager
Subject: Central Iowa Water Works 28E/28F

POLK CITY WATER HISTORY BACKGROUND: Polk City has been purchasing water from Des Moines Water Works since 2003. Polk City can produce some of our own water, and we are currently producing about 40% of the water we sell to our residents and purchasing the other 60% of water from Des Moines Water Works (DMWW). Unfortunately, as Polk City's demand for water continues to increase, the percentage that the city can produce continues to decrease. The city produces water at a lower cost compared to what we purchase water for with DMWW. The 40% & 60% ratio was consistent up until a few years ago. In the past few years, the city has had a number of events, where our ability to produce water was either lower, or unavailable, and we have had to fully rely on purchasing water from DMWW.

Polk City purchases water from DMWW, and DMWW is solely responsible for setting rates for the water they sell to their customers. As a purchaser, Polk City has no say on the cost of purchasing water. DMWW has several different customer classes, and charges for the sale of water:

1. Des Moines Inside the City
2. Wholesale Purchased Capacity
3. Wholesale with Storage

The cost per 1,000 gallons is cheapest for Des Moines customers, and most expensive for wholesale with storage customers. When we began purchasing water from DMWW in 2003, we had 350,000 gallons of capacity. In 2018, Polk City purchased additional capacity, as it became available from the Berwick Water Association. Polk City was successful in purchasing capacity in the amount of 250,000 more gallons per day, with a total of 600,000 gallons in purchased capacity. As part of the charges for water from DMWW, when we exceed 600,000 gallons, we pay a higher rate per 1,000 gallons the following calendar year. That rate is dependent on the city's highest peak date of water consumption from DMWW. Since 2018, the City has exceeded our purchase capacity in 5 of the 6 years since obtaining the additional capacity. The City has been looking at all means to either produce more of our own water, or purchase more capacity from DMWW, however, we have not come to a good resolution.

CENTRAL IOWA WATER WORKS BACKGROUND:

For the past few years, DMWW, and the participating metro cities, have been discussing regionalizing the water utility, instead of all the metro cities buying water from DMWW. A comparable model would be the Wastewater

Reclamation Authority, which is the entity for most cities in the Des Moines metro, including Polk City, to have their sanitary sewage treated at. Providing adequate water supply to the Des Moines metropolitan has been an issue for all growing cities in the region for several years. Pursuing a better arrangement and model has been a priority for 12 participating communities.

As these discussions have been taking place over the past several years, there have been multiple versions of a 28E Agreement, establishing CIWW. There were 14 participating communities in the first agreement, and Altoona and Bondurant have withdrawn as founding communities/entities, leaving 12 entities: Ankeny, Clive, DMWW, Grimes, Johnston, Norwalk, Polk City, Urbandale Water utility, Warren Water, Waukee, Xenia Water, and West Des Moines Water Works.

This model helps to address 2 major issues most cities have with purchasing water, which include having adequate capacity and having some voting authority. The more appealing is getting more purchase capacity for Polk City. As the latest version is written, Polk City would receive 1.681 million gallons of purchase capacity, which would set us up well for future growth. Polk City uses about 1.2 million gallons of water on peak days in the summer months.

Discussing this topic has been ongoing for years, and the City Council has taken multiple steps towards joining CIWW. In early 2023, the City engaged PFM to review the financial impacts of joining, and the cost of the proposal compared to attempting to producing more of our own water. I have asked PFM to attend Monday's work session to review the most updated financial information in the 28E agreement. That information will also be made available to the public prior to Monday's meeting.

As part of the regionalization of drinking water under CIWW, CIWW would take ownership of all water producing facilities, including Polk City's Water Treatment facility and wells. Monday's Public Hearing is one additional step involved with CIWW. The public hearing will be specific to the transfer of the city's assets, and we encourage the public to participate and provide comments. The 28E agreement is available on the city's website, and I encourage the Mayor & City Council to read the full agreement.

ALTERNATIVES: Do not approve the sale of assets to CIWW

FINANCIAL CONSIDERATIONS: Polk City's one-time initial capital contribution of \$19,640, plus our net position of (\$1,640,914). The net position is an estimate, and may change, but as the final agreement is current, these are the city's financial considerations.

RECOMMENDATION: It is my recommendation that the City Council approve the sale of assets to CIWW.

RESOLUTION NO. 2023-158

**RESOLUTION CONDITIONALLY APPROVING THE TRANSFER OF INTEREST IN
REAL PROPERTY BY POLK CITY TO CENTRAL IOWA WATER WORKS.**

WHEREAS, the City of Polk City (“POLK CITY”) has a duty to provide the quantity and quality of water needed by its customers within and without the City of Polk City;

WHEREAS, historically the Des Moines metropolitan regional area (the "Region") has successfully joined together to provide water services to citizens and customers through shared facilities under various agreements;

WHEREAS, the concept of regional governance and ownership of water supply facilities has been studied for many years among the water utilities serving communities in the Region to analyze and recommend a way to provide the needed quality and quantity of water to citizens and customers in the Region both now and in the future;

WHEREAS, POLK CITY considers it desirable to establish a shared regional system of drinking water supply production facilities under regional ownership and governance to meet all of its existing and future needs for safe, reliable, abundant, and reasonably priced drinking water to be distributed to its customers;

WHEREAS, certain water utilities, rural water districts and governmental entities have developed a defined framework for the organization of a new regional water authority as a separate public entity created under Chapter 28E and Chapter 28F, Iowa Code, to be known as the "Central Iowa Water Works" ("CIWW") to act as a regional water wholesale production and supply entity under the material terms and conditions as set forth in the form of the Central Iowa Water Works 28E/28F Agreement (the "CIWW Agreement") that has been previously approved and adopted by the City Council of POLK CITY;

WHEREAS, the conditions of membership of POLK CITY in CIWW, include the transfer of certain water production and supply assets to CIWW in accordance with, and pursuant to, the terms of the CIWW Agreement (a list of the proposed assets to be transferred to CIWW is attached hereto as Exhibit A) (the “POLK CITY Water Supply Facilities”);

WHEREAS, in compliance with Iowa Code 364.7, the City Council has set forth its proposal to dispose of interests in the POLK CITY Water Supply Facilities as provided in the CIWW Agreement by publication of notice of a public hearing; and

WHEREAS, pursuant to said notice published as required by law, this City Council has held a public meeting and hearing upon the proposal to transfer the POLK CITY Water Supply Facilities and, accordingly the following action is now considered to be in the best interests of the City and citizens and customers thereof.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Polk City, Iowa hereby finds that the transfer of the POLK CITY Water Supply Facilities is in the best interest of the citizens and customers of the City, that the prior approval and authorization of the CIWW Agreement is confirmed and ratified in all respects and particulars, and that the transfer of the POLK CITY Water Supply Facilities to Central Iowa Water Works in accordance with the CIWW Agreement is hereby approved, conditioned on the final approval and the due execution and delivery of the CIWW by all other Founding Members of the CIWW as named in the CIWW Agreement and the filing thereof with the Iowa Secretary of State.

BE IT FURTHER RESOLVED, that upon and after the due and full execution of the CIWW Agreement by all of the Founding Members named therein and the filing thereof with the Iowa Secretary of State, the Mayor and the City Clerk be and are hereby authorized, empowered and directed to execute, attest, seal and deliver the transfer documents required for the transfer of the POLK CITY Water Supply Facilities to CIWW in accordance with the CIWW Agreement for and on behalf of the City, and that the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with this Resolution.

PASSED AND APPROVED the 11th day of December 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

EXHIBIT A: Summary of Assets to Be Transferred

SOS	Polk City Pleistocene Aquifer Wells
TMT	Polk City Water Treatment Plant

*SOS = Sources of Supply; TMT = Treatment Facilities

**CENTRAL IOWA WATER WORKS
28E/28F AGREEMENT**

Execution Version Dated November 28, 2023

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**CENTRAL IOWA WATER WORKS
28E/28F AGREEMENT**

WHEREAS, the Board of Water Works Trustees of the City of Des Moines, Iowa, (“DMWW”), the Board of Water Works Trustees of the City of West Des Moines, Iowa, (“WDMWW”), the Water Utility Board of Trustees of the City of Urbandale, Iowa (“UWU”), and the municipal water utility systems of the Cities of Ankeny (“Ankeny”), Clive (“Clive”), Johnston (“Johnston”), Grimes (“Grimes”), Norwalk (“Norwalk”), Polk City (“Polk City”), and Waukee (“Waukee”), Iowa, each a municipal water utility organized and existing under the Iowa Code, and the Warren Water District (“Warren”), a rural water district organized and existing under Chapter 357A, Iowa Code, and Xenia Rural Water District (“Xenia”), a rural water district organized and existing under Chapter 357A, Iowa Code (collectively, the “Founding Agencies”) are each duly established public agencies in the State of Iowa that own and operate public water supply systems serving retail customers and others, and each consider it to be desirable, in their best interests, and in the best interests of their respective entities and water consumers to establish a shared regional system of drinking water production and supply facilities under regional governance to meet their existing and future needs for safe, sufficient, reliable, and reasonably priced drinking water to be delivered by them in turn to their respective customers; and

WHEREAS, the Founding Agencies desire to exercise and share their respective powers pursuant to Chapter 28E and Chapter 28F, Iowa Code, to establish a new regional water authority as a joint cooperative undertaking to be created as a separate public entity to be known as the “Central Iowa Water Works” to act as a regional water wholesale production and supply provider exclusively to the Member Agency utilities under the terms of this Agreement, with other incidental wholesale service only to the extent permitted by this Agreement; and

WHEREAS, the Founding Agencies have agreed that from and after the Effective Date the terms of this Agreement shall be given full effect and shall govern the matters set forth herein.

NOW, THEREFORE, the undersigned Founding Agencies agree as follows:

ARTICLE I. PURPOSES AND ESTABLISHMENT OF LEGAL ENTITY

Section 1. Purposes. The purposes of this Agreement are: (a) to establish a joint cooperative undertaking by creating, establishing, and providing for the operation of, a separate entity under Chapter 28E and Chapter 28F, Iowa Code, as a body corporate and political subdivision of the State of Iowa, and an instrumentality of political subdivisions of the State of Iowa, in accordance with IRS Revenue Ruling 57-128, 1957 C.B. 311; (b) to create and provide for operation of a regional water wholesale production and supply entity that shall operate exclusively on a cooperative basis for the mutual benefit of the Founding Agencies and other agencies subsequently admitted to membership as provided by this Agreement, as their exclusive water supply provider except as otherwise provided in this Agreement; (c) to otherwise achieve the objectives set forth in Section 5 of this Article; (d) to delegate to such entity certain powers and authorities of the Founding Agencies and other agencies subsequently admitted to membership

as provided by this Agreement to the fullest extent allowed by law; and (e) to otherwise govern and provide for the operation and governance of such entity.

Section 2. Founding Data. The terms of this Agreement are based on the historic annual finished water demand (“Annual Demand”) and the historic maximum day utilization of capacity (“Max Day Demand”) of the Founding Agencies as defined and set forth in Schedule I-2 attached. The parties agree that the Annual Demand and Max Day Demand information stated in Schedule I-2 is true and correct for the calendar years 2018 through 2022, inclusive, for all purposes of this Agreement. Schedule I-2 shall be augmented to include the Annual Demand and Max Day Demand data for the preceding five (5) calendar years for each new agency admitted to membership after the Effective Date of this Agreement. Schedule I-2 shall be updated to include data for each calendar year after 2022, subject to approval of the Board. In the event of a loss of a significant customer, a Member Agency may, prior to the annual update of Schedule I-2, petition the Board for an adjustment to the five-year average of Annual Demand and Max Day Demand for purposes of fairly allocating costs in future budget years. The Technical Committee shall review the petition and advise the Board before it takes action on the petition. If the Board approves the petition, Schedule I-2 shall reflect the petitioner’s adjusted five-year average Annual Demand and Max Day Demand as determined by the Board.

Section 3. Creation of Entity and Name. An entity is hereby established under Chapter 28E and 28F, Iowa Code. Its name shall be:

CENTRAL IOWA WATER WORKS

(referred to herein as “CIWW”).

Section 4. Membership. Each of the Founding Agencies shall be a member of CIWW upon execution of this Agreement. Additional public agencies meeting the eligibility requirements of this Agreement, and approved for admission to membership as provided herein, shall become Member Agencies upon the effective date of their joinder in this Agreement. References herein to “Member Agency” and “Member Agencies” shall mean the Founding Agencies, and any other public agency subsequently admitted to membership as provided herein (“New Member Agency”). Entities to which a Member Agency provides water service under a Total Service Agreement as defined in Section 14 of Article IV or other wholesale agreement are not Member Agencies.

Section 5. CIWW Objectives. The objectives of CIWW shall be:

- (a) To be a membership organization governed by, and operated for the mutual benefit of, its Member Agencies;
- (b) To manage the natural resource of water as a region to ensure drinking water remains safe, in sufficient supply, and available to meet the needs of the people of central Iowa served by the Member Agencies;
- (c) To manage water costs to Member Agencies by providing value and stability through economies of scale and regional public governance and management;
- (d) To improve the governance of regional water production to include wider representation within the region served by the Member Agencies;

- (e) To consolidate the authority for the planning and expansion of Water Supply Facilities including construction of new Water Supply Facilities;
- (f) To establish shared ownership of existing Water Supply Facilities of the Founding Agencies;
- (g) To provide for the ownership, operation, and maintenance of Water Supply Facilities of the Member Agencies;
- (h) To act as the exclusive wholesale supplier of water to the Member Agencies, except as otherwise provided in this Agreement, and to establish rates for water production consistent with its expenses and capital needs;
- (i) To retain and not displace the structure and governance of all existing Member Agency water utility boards, city water utilities and rural water districts in all matters related to distribution of water to their residential, business, and other customers; and
- (j) To advance and promote regional and statewide water resource management as a critical quality of life and economic development asset in the context of climate change and source water quality and quantity challenges.

Section 6. Status as Separate Legal Entity. CIWW is organized exclusively under Chapters 28E and 28F, Iowa Code, to permit joint exercises of any powers, privileges or authorities exercised or capable of exercise by city utilities and other public agencies, including rural water districts organized under Chapter 357A, Iowa Code, as Founding Members or Member Agencies in the future, to maximize the mutual benefits and efficiencies of collaboration thereunder. Pursuant to Sections 28E.4, 28E.5, and 28F.1, Iowa Code, CIWW shall be constituted as a separate legal and administrative entity to be governed by the Board established under Article VIII, subject to the Member voting requirements of Article XI. As so constituted, CIWW shall be a public body corporate that is separate and distinct from its Member Agencies, but organized and operated for their mutual benefit.

Section 7. Governmental Status. CIWW shall be a body corporate and a political subdivision of the State of Iowa under Chapter 28E and Chapter 28F, Iowa Code, and an instrumentality of political subdivisions of the State of Iowa as a joint cooperative undertaking for the exclusive benefit of its Member Agencies. CIWW shall be a governmental body subject to open meetings requirements under Chapter 21, Iowa Code, and a government body subject to open records requirements under Chapter 22, Iowa Code, to the extent provided by law, as amended. CIWW shall be operated to be exempt from federal and state income tax to the fullest extent permitted by law.

Section 8. Limited Liability of Member Agencies. Except as otherwise provided by Chapter 28F, Iowa Code, and by this Agreement, no Member Agency of CIWW shall be liable in such capacity for any acts or omissions, debts, or other obligations of CIWW. No assets, revenues, or taxing authority of any Member Agency may be reached, attached, or executed upon by any creditor of, or claimant against, CIWW.

Section 9. Initial Capital Contributions. The Founding Agencies shall make initial start-up Capital Contributions to CIWW based on their proportionate shares of Annual Demand in the amounts set forth in Schedule I-9 (“Initial Capital Contributions”). Such Initial Capital Contributions shall be made in cash within sixty (60) days of the Effective Date. The Board shall evaluate the sufficiency of CIWW’s initial capital after the Effective Date under the provisions of Section 2 of Article XV, and if required upon such evaluation, the Board shall increase the Initial Capital Contribution of each Member Agency, and cause Schedule I-9 to be revised accordingly and specify the due date for payment of additional amounts. Capital Contributions shall earn no interest or other investment return and shall be non-refundable, except as otherwise expressly provided in this Agreement. Each New Member Agency shall make an initial capital contribution in the amount as required by the Board.

Section 10. Reimbursable Start-Up Expenses. Certain start-up expenses incurred by certain Founding Agencies for the benefit of CIWW prior to the Effective Date of this Agreement shall be reimbursed by CIWW prior to the Operational Commencement Date. Schedule I-10 details the expenses eligible for reimbursement to Founding Agencies.

Section 11. No Seal. CIWW shall have no seal.

Section 12. Effective Date. This Agreement shall be effective, and the existence of CIWW shall commence, after all of the Founding Agencies have authorized and executed this Agreement, on the date of its filing with the Iowa Secretary of State as provided by Section 28E.8, Iowa Code. The date the fully executed Agreement is filed shall be the “Effective Date.”

Section 13. Operational Commencement. CIWW shall commence operations as a wholesale water supplier to Member Agencies on January 1, 2025, or on such later date approved by the Board on which the transfer of all of the Designated Water Supply Facilities of the Founding Agencies to CIWW hereunder is consummated (the “Operational Commencement Date”).

Section 14. Term and Period of Existence. The initial term of this Agreement, and the initial period of existence of CIWW, shall be forty (40) years from the Effective Date. Early termination and any extension of such term of existence shall be governed by Article XXIV.

Section 15. Manner of Financing. The manner of financing of the joint and cooperative undertakings of the Member Agencies hereunder shall be Capital Contributions from, and funding of certain capital projects by, Member Agencies as provided herein, wholesale water delivery and other operating revenues, state, federal or other grant receipts, and issuance of bonds and indebtedness under Chapter 28F, Iowa Code, as amended.

Section 16. Individual Ownership and Responsibility. Except as otherwise explicitly provided herein, each party to this Agreement shall at all times hold and own its respective properties. Each party shall be solely authorized to supervise, direct, and manage its own activities and the activities of its respective employees and agents. Each party shall retain sole responsibility and liability for its own acts and omissions hereunder and for the acts and omissions of its respective employees and agents hereunder.

ARTICLE II. POWERS OF CIWW

Section 1. Powers Generally. Except as expressly limited under this Agreement, CIWW shall have and may exercise, under the direction of the Board constituted under Article VIII, any and all powers necessary and proper to the accomplishment of the purposes provided herein, to the fullest extent permitted under Chapter 28E and Chapter 28F, Iowa Code, as the same may be amended and supplemented in the future, or under any other applicable law.

Section 2. Specific Enumeration of Powers. Without limiting the generality of the powers conferred under Section 1 of this Article, the powers of CIWW include, but are not limited to, the power to do all of the following within the limitations provided by this Agreement:

- (a) To perform the functions of production, storage, delivery, sale, and re-sale of wholesale water to, on behalf of, and as an essential governmental purpose of the Member Agencies;
- (b) To acquire drinking water for re-sale to its Member Agencies or to non-member public water supply systems, as defined in Chapter 455B, Iowa Code, to the extent permitted by this Agreement;
- (c) To produce drinking water for sale to its Member Agencies and to non-member public water supply systems as defined in Chapter 455B, Iowa Code, to the extent permitted by this Agreement;
- (d) To sell water on a wholesale basis to Member Agencies and to non-member public water supply systems, and to provide for the terms of such service by rule or by contract;
- (e) To establish, adopt and enforce rules and regulations governing its operation and provision of wholesale water service;
- (f) To establish rates and charges for wholesale water service, and reasonable penalties for any rates or charges that are delinquent. Rates and charges shall be non-discriminatory and imposed in accordance with Schedule VI-2 herein;
- (g) To plan for, acquire, construct and secure such Water Supply Facilities as it deems necessary or proper;
- (h) To operate and secure CIWW Water Supply Facilities for the benefit of Member Agencies;
- (i) To contract for, or provide and maintain, security to preserve and protect the CIWW Water Supply Facilities and properties owned or operated by CIWW, as the Board deems necessary to preserve and protect the peace, health, safety, and welfare of the public and the public water supply;
- (j) To contract with any public or private entity to acquire supplies of water for re-sale or to acquire Water Supply Facilities, and any other services as it may require;
- (k) To take any actions necessary or appropriate to secure or improve the quality and available quantity of source waters required for the provision of safe drinking water to its Member Agencies and otherwise to advance and promote regional and state-wide water resource management;
- (l) To do all things necessary and proper to operate as a regional water wholesale supplier;
- (m) To rent, lease, or purchase, or otherwise acquire any tangible personal property,

- real estate or services reasonably necessary to fulfill the purposes of this Agreement;
- (n) To approve its own budget, including approval and payment of its costs of operation and maintenance;
 - (o) To make provision for its capital needs and requirements;
 - (p) To contract for services or employ such staff as it deems necessary, or both;
 - (q) To establish a system of accounting and budgeting, and a system for receiving and disbursing payments;
 - (r) To insure its properties and its risks against loss;
 - (s) To retain legal counsel, accountants, professional engineers, and other professional advisers needed in order to fulfill the purposes of this Agreement;
 - (t) To establish Bylaws as provided by Section 13 of Article VIII;
 - (u) To sue or be sued;
 - (v) To enter into agreements, contracts or other arrangements for the financing of its operational and capital requirements, and joint projects hereunder, including the issuance of bonds or other debt;
 - (w) To merge or consolidate with another entity;
 - (x) To sell or dispose of any or all of its assets;
 - (y) To apply for grants or other funding from state government, federal government, or non-governmental entities;
 - (z) To exercise the powers generally possessed and exercised by Member Agencies under Iowa law, including necessary police powers, the power of eminent domain, and special assessment authority, to the fullest extent permitted by Iowa law, except to the extent expressly inconsistent with this Agreement; and
 - (aa) To exercise any of the powers of Member Agencies delegated to CIWW to the maximum extent permitted under Chapter 28E, Iowa Code, and all powers granted to entities under Chapter 28F, Iowa Code.

ARTICLE III. LIMITATIONS OF SCOPE AND CIWW POWERS AND OPERATIONS

Section 1. Prohibited Activities. Notwithstanding the provisions of Article II, CIWW shall not have the power under this Agreement to do any of the following:

- (a) Sell or distribute water to any entity that is not a public water supply system, as defined in Chapter 455B, Iowa Code, or otherwise engage in distribution of water at retail to any customers;
- (b) Directly furnish water to customers within the individual distribution systems of Member Agencies;
- (c) Have any power over the rates charged by Member Agencies;
- (d) Provide free water to any private or public agency;
- (e) Provide any preference in service to any Member Agency or discriminate in service against any Member Agency;
- (f) Establish any rates or rate methods that unreasonably favor or discriminate against any Member Agency;

- (g) Restrict any Member Agency from serving any specific retail customer within the terms of this Agreement;
- (h) Enter into any other business other than provision of water to Member Agencies;
- (i) Enter into any Total Service Agreements as defined by Section 14 of Article IV; or
- (j) Pledge the assets or revenue of CIWW to any person or entity, or to serve as a surety for any Member Agency, except as expressly provided in Article XVII related to the issuance of bonds.

Section 2. No Private Inurement. No part of the net earnings of CIWW shall inure to the benefit of, or be distributable to any private person or private agency, except CIWW is authorized and empowered to pay reasonable compensation or consideration for goods, services, materials, or properties that it obtains.

ARTICLE IV. CIWW EXCLUSIVE SUPPLY RIGHTS AND SERVICE OBLIGATIONS AND TRANSFER OF EXISTING WATER SUPPLY FACILITIES

Section 1. Exclusive Supply Rights. Except as set forth in Schedule IV-1, each of the Founding Agencies hereby grants to CIWW the exclusive right to supply all finished drinking water required by their respective water utilities, on a wholesale basis on terms as provided herein, to be effective as of the Operational Commencement Date. Each new Member Agency shall grant the same rights to CIWW as a condition of its membership.

Section 2. Definitions of Water Supply Activity and Water Distribution Activity.

- (a) As used in this Agreement, “Water Supply Activity” shall mean and include:
 - (i) Acquisition and withdrawal of surface water or groundwater as a raw source of water for treatment and re-sale;
 - (ii) Storage of raw source water;
 - (iii) Treatment of raw source water to produce finished drinking water;
 - (iv) Storage of treated water for later delivery on a wholesale basis to a public water supply system;
 - (v) Transmission, pumping, and supply of finished water on a wholesale basis to a Member Agency or other public water supply system; and
 - (vi) Other activities necessary and appropriate for CIWW to meet its water supply obligations to Member Agencies under this Agreement.

- (b) As used in this Agreement, “Water Distribution Activity” shall mean and include:
 - (i) Acquisition of finished water from CIWW or from others as permitted under this Agreement;
 - (ii) Distribution, distribution storage, delivery, and metering of finished water to the customers of a Member Agency; and
 - (iii) All activities, other than a Water Supply Activity, required to conduct business as a public water supply utility.

- (c) Water Supply Activity shall not include Water Distribution Activity and Water Distribution Activity shall not include Water Supply Activity. The Board shall refer any uncertainty or dispute regarding the scope of Water Supply Activity and Water Distribution Activity to the Technical Committee for review and recommendation to the Board regarding proper classification. The Board shall make a final decision regarding whether an activity is a Water Supply Activity or Water Distribution Activity after receipt of the Technical Committee's recommendation.

Section 3. Definitions of Water Supply Facilities and Water Distribution Facilities.

- (a) As used in this Agreement, "Water Supply Facilities" shall mean the assets and facilities used to conduct Water Supply Activity, including assets transferred to CIWW on the Operational Commencement Date or subsequently created or acquired by CIWW. This definition includes source water systems, water treatment plants, aquifer storage and recovery ("ASR") systems or other storage facilities used for Water Supply Activity, and the transmission pumps, mains, and systems, including easements, required to conduct Water Supply Activity on an efficient basis. Water Supply Facilities include facilities used for Water Supply Activity even if also used, in part, for certain Water Distribution Activity. Except as any Founding Agency and CIWW may otherwise agree as to any specific property or facility, Water Supply Facilities shall not include the existing office buildings and/or distribution buildings, or assets not related to CIWW Water Supply Activities of the Founding Agencies or any existing grounds or facilities made available to the public for park or other recreational use.
- (b) As used in this Agreement, "Water Distribution Facilities" shall mean the assets and facilities used to conduct Water Distribution Activity by a Member Agency, either individually or on a shared basis, including water feeder and distribution mains, water towers, or ASR systems not used for Water Supply Activity, and other storage of finished water by a Member within its system of distribution, as required to conduct Water Distribution Activity on an efficient basis.
- (c) Water Supply Facilities shall not include Water Distribution Facilities and Water Distribution Facilities shall not include Water Supply Facilities.
- (d) The differentiation and line of demarcation between Water Supply Facilities and Water Distribution Facilities shall be based on the principles that facilities that primarily provide a system-wide water supply benefit shall be deemed Water Supply Facilities, while facilities, whether or not shared, that primarily provide benefit to individual Member Agencies shall be deemed Water Distribution Facilities. Any uncertainty or dispute regarding the scope of Water Supply Facilities and Water Distribution Facilities shall be referred by the Board to the Technical Committee for review and recommendation. The Board shall make a final decision regarding whether a facility is a Water Supply Facility or Water

Distribution Facility only after receipt of the Technical Committee's recommendation.

Section 4. Transition Rule. All assets transferred to CIWW in accordance with Schedule IV-7 of this Agreement shall be Water Supply Facilities without regard to anything contained in this Agreement to the contrary. All facilities constructed after the Operational Commencement Date shall be treated as Water Supply Facilities or Water Distribution Facilities by the application of definitions in this Agreement. All Water Supply Facilities transferred shall be transferred subject to pre-existing cost sharing arrangements, which arrangements shall be assigned to, and assumed by, CIWW.

Section 5. Limitations on Founding Agency Water Supply Activities.

- (a) Beginning on the Operational Commencement Date, the Founding Agencies shall not:
 - (i) Engage in Water Supply Activity, except as a supplier to CIWW or as permitted under Sections 1, 14, 15, and 16 of this Article;
 - (ii) Except as allowed by Schedule IV-1, contract for drinking water supplies from any party other than CIWW;
 - (iii) Acquire or expand assets providing for Water Supply Activity that infringe on CIWW's exclusive right to serve as described in this Article, except to the extent approved in advance by the Board; or
 - (iv) Apply for new water allocation permits from the State of Iowa, or in any way alter the flows or water quality of surface or groundwater supplies, allocated to CIWW or to CIWW's contract suppliers, unless agreed to by CIWW.
- (b) Notwithstanding Section 5(a) of Article IV, each of the Founding Agencies has the right to conduct Water Distribution Activity, and to supply water as permitted under Sections 14, 15, and 16 of this Article, but construction or operation of ASR facilities as a part of a Water Distribution Activity shall be subject to Section 19 of this Article.
- (c) Each New Member Agency shall agree to the foregoing limitations and reservations as a condition of its membership.

Section 6. CIWW Service Obligations. Effective as of the Operational Commencement Date, CIWW shall supply the drinking water required by Member Agencies, except as otherwise provided in Schedule IV-1, on a non-discriminatory basis, within the limits of its capacity, at existing connection points, with future connections approved by the Board in accordance with the service obligations standards as set forth in Schedule IV-6. CIWW shall take reasonable steps required to maintain and expand its capacity to meet the projected finished water needs of the Member Agencies in accordance with the CIWW Long Range Plan, and to assure that drinking water delivered by CIWW shall meet all applicable state and federal water quality regulations.

It shall be the responsibility of CIWW to manage the interaction, for CIWW's use, between various water qualities of the Water Producing Member Agencies, and to bear the expense thereof.

Section 7. Transfer and Operation of Existing Water Supply Facilities. DMWW, WDMWW, Grimes, and Polk City, shall transfer their existing Water Supply Facilities and related rights to CIWW on the terms provided by this Agreement to be effective on the Operational Commencement Date. UWU, Xenia, and Waukee will also transfer certain assets related to Water Supply Activity. The specific facilities and assets to be transferred are set forth in Schedule IV-7 (the "Designated Water Supply Facilities"), together with certain terms of transfer. Each Member Agency transferring a Designated Water Supply Facility, except UWU, Xenia, and Waukee is a "Water Producing Member Agency," or collectively the "Water Producing Member Agencies." From and after the Operational Commencement Date, Water Producing Member Agencies shall continue to operate their respective Designated Water Supply Facilities exclusively for the benefit of CIWW under operating contracts with CIWW as provided in Article V, Section 1, and shall exclusively dedicate their use of waters of the State of Iowa, under permits from the Iowa Department of Natural Resources, to CIWW until such time as such permits are issued to or transferred to CIWW.

Each of the Water Producing Member Agencies shall transfer the ownership interests in Designated Water Supply Facilities as set forth in Schedule IV-7 to CIWW on the Operational Commencement Date on the terms provided in Article XIII of this Agreement, subject to the prior execution of an Operating Contract with CIWW under Article V, Section 1. CIWW shall acquire ownership as provided in Article XIII. CIWW Water Supply Facilities shall be permitted in accordance with applicable law.

UWU, Xenia, and Waukee shall each transfer the ownership interests in certain Designated Water Supply Facilities as set forth in Schedule IV-7 to CIWW on the Operational Commencement Date on the terms provided in Article XIII of this Agreement.

Section 8. Ownership, Operation, and Maintenance of Designated Water Supply Facilities prior to Operational Commencement Date. Each of the Water Producing Member Agencies, UWU, Xenia, and Waukee shall continue to own and operate its respective Designated Water Supply Facilities, until such time as the transfer of such assets to CIWW is consummated hereunder. Until the Operational Commencement Date, each Water Producing Member Agency shall have the right and the obligation at its own expense, except as otherwise provided in this Agreement, to undertake such repair, replacement and improvement of its Designated Water Supply Facilities as it determines are reasonably needed to maintain its Designated Water Supply Facilities in good sound operational condition and to maintain their full operational capacity.

Section 9. Repair, Replacement, Updating, Improvement, and Expansion. Except for the Saylorville Expansion Project, which shall be governed by Section 10 of this Article, from and after the Operational Commencement Date, the cost of repair, replacement, updating, and improvement of Designated Water Supply Facilities shall be paid by CIWW as provided in Section 2 and Section 9 of Article V. The currently planned facility projects listed in Schedule

IV-9 shall be constructed by the Founding Agencies as listed without further Board approval and the costs thereof shall be paid by CIWW.

Each of the Water Producing Member Agencies shall expand the capacity of their Designated Water Supply Facilities to the extent directed by the Board, provided that CIWW makes provision to pay for the full cost of such Capacity Expansions. Water Producing Member Agencies shall not otherwise expand the capacity of the respective Designated Water Supply Facilities without the consent of the Board.

Section 10. Saylorville Water Treatment Plant Expansion. DMWW shall plan, design and commence construction of a 10 MGD expansion of the Saylorville Water Treatment Plant (the “Saylorville Expansion Project”) to be included within its Designated Water Supply Facilities. To the extent DMWW incurs indebtedness for the Saylorville Expansion Project, CIWW shall assume said outstanding debt incurred by DMWW and reimburse DMWW for the full actual costs thereof, including debt service paid by DMWW to the date of the transfer of the Saylorville Expansion Project to CIWW. Thereafter, the parties agree that debt service on said assumed debt shall be paid by certain of the Founding Agencies in the shares set forth in Schedule IV-10. The new capacity created by the Saylorville Expansion Project shall be allocated among the Founding Member Agencies as set forth in Section 4 of Article V.

Section 11. DMWW Incomplete Facility Projects. To the extent DMWW has, within five (5) years prior to the Operational Commencement Date, budgeted for repair, replacement, and improvement facility projects and has fully recovered the budgeted cost of such projects in prior years’ rates and water revenue, but such projects remain incomplete as of the Operational Commencement Date, DMWW shall pay the unexpended budgeted amounts, or if only partially collected in prior years’ rates and water revenue, the partially collected unexpended amounts of these projects, in cash to CIWW. Such cash payment shall be included in the book value of assets transferred by DMWW to CIWW in Schedule XIII-1. An estimate of such projects and their budgeted costs is set forth in Schedule IV-11. Schedule IV-11 shall be updated as of the Operational Commencement Date.

Section 12 Costs of Water Supply Facilities Also Used for Water Distribution Activity, for Total Service Agreements or for Permitted Wholesale Service. To the extent CIWW Water Supply Facilities are used in part to support Water Distribution Activity by a Member Agency or used in part to support a Member Agency’s provision of service under Total Service Agreements or wholesale agreements permitted under Sections 15 or 16 of this Article, all of the costs of such Water Supply Facilities shall be allocated and shared, notwithstanding any other provision of this Agreement, as follows: (i) in accordance with the existing agreements assumed by CIWW in connection with Asset Transfers as set forth in Schedule IV-7 to the extent applicable; or (ii) otherwise in accordance with the guiding principles set forth in Schedule IV-12. It is intended that the existing agreements assumed by CIWW as provided in this Section shall be applied and administered in accordance with existing practice. In addition, each agreement shall be reviewed by the Technical Committee and such agreements may be renegotiated among the parties to this Agreement in good faith to conform with the guiding principles over a period of transition not to exceed five (5) years.

Section 13. Excess Usage of Capacity in Shared Facilities. Each Member Agency shall take reasonable steps to avoid use of capacity in shared transmission mains and pumping stations that exceeds its agreed or allocated share of such capacity and shall comply with recommendations and decisions of the Technical Committee to remediate excess usage and resulting detriment to other Member Agencies. If a Member Agency fails to comply with remediation recommendations and decisions of the Technical Committee, the CIWW Board may proceed with construction of additional capacity. The Member Agency exceeding its capacity shall reimburse CIWW for the full cost and expenses of the additional capacity provided to the Member Agency.

Section 14. Total Service Agreements. As used in this Agreement "Total Service Agreement" means an agreement, now existing or hereafter arising, between a Member Agency and another retail public water supply entity whereby the Member Agency serves the consumers of the other retail entity on a direct basis that includes distribution to a consumer's connection point, operation and maintenance of the distribution system, and billing and collection of rates and charges, and in the case of existing Total Service Agreements, supplying water. Total Service Agreements existing as of the Effective Date and potential future Total Service Agreements reserved by Member Agencies are listed in Schedule IV-14 hereto. Each Member Agency retains the right to provide water service under existing Total Service Agreements, and the consumers served under such agreements shall, for all purposes of this Agreement, be considered retail customers of the Member Agency providing such total service. However, except for potential future Total Service Agreements reserved by Member Agencies as outlined in Schedule IV-14, for new Total Service Agreements established after the Effective Date, CIWW shall be the wholesale supplier to the counterparty under the new Total Service Agreement unless such customer cannot be directly served by CIWW due to lack of geographic proximity, available transmission facilities, or other good reason as determined by the Board.

Section 15. Wholesale Water Service Master Agreement. The existing Wholesale Water Service Master Agreement among DMWW, other Founding Agencies, and others dated June 10, 2005, which made provision for "purchased capacity" (the "Purchased Capacity Master Agreement") shall be deemed terminated as among the Founding Agencies as of the Operational Commencement Date. The Purchased Capacity Master Agreement shall otherwise remain in full force and effect as to other purchasing parties that are not Member Agencies, and DMWW shall retain the right to set rates and provide service under the Purchased Capacity Master Agreement for parties that are not Member Agencies of CIWW. DMWW shall limit its supply of water under the Purchased Capacity Master Agreement to the capacity legally required to be provided under such agreement and shall not extend the Purchased Capacity Master Agreement beyond its current expiration date in 2045.

Section 16. Other Preexisting and Potential Future Wholesale Relationships. Member Agencies may continue to supply their pre-existing wholesale customers listed in Schedule IV-16 for the full term of any existing agreement, including any contract renewal periods, and until such agreement expires or is terminated. The retail customers served through pre-existing wholesale customers shall, for all purposes of this Agreement, be considered retail customers of the Member Agency. Potential future wholesale relationships reserved by Member Agencies are also included in Schedule IV-16.

Section 17. Wheeling. CIWW may request consent from a Member Agency to wheel water through the Member Agency's water distribution mains to serve other existing or potential Member Agencies. Such consent shall not be unreasonably withheld unless the Member Agency demonstrates that service to its current or reasonably expected future retail customers within the next five (5) years would be adversely affected. Wheeling arrangements shall be at mutually agreeable reasonable capacities and terms as outlined and executed in a separate wheeling agreement between CIWW, the Member Agency requesting wheeling service, and the Member Agency giving consent. Such terms shall provide that the Member Agency giving consent for wheeling shall recover from the Member Agency obtaining wheeling service the full annual capital costs, computed under a utility-basis approach that considers both depreciation expense and a rate of return on net book value, of the proportionate distribution main capacity so diverted to serve others, plus the full applicable operating costs thereof, including but not limited to pumping and chlorination costs. If, subsequent to such consent, wheeling adversely affects the granting Member Agency's service to its then existing retail customers or reasonably expected future retail customers within the next five (5) years, the Member Agency giving consent may give notice to the parties to terminate the wheeling arrangement. After receipt of such notice the Member Agency requiring connection shall be responsible for the costs of removing the wheeling connection and constructing new connection facilities to replace the wheeling connection within a reasonable time after such notice that allows for planning, funding, and construction of the new connection facilities. The wheeling arrangement shall terminate upon the completion of the new connection facilities.

Section 18. Member Agency Obligations. Except as otherwise provided herein, each Member Agency shall be solely responsible for its own assets and operations related to Water Distribution Activity and shall solely bear all costs thereof. Each Member Agency agrees, within the limits of its powers, to assist CIWW in obtaining rights for placement of infrastructure or rights to raw water sources needed to serve the Member Agencies and to support CIWW's regional system.

Section 19. ASR Operations. The construction and operation of ASR facilities of CIWW and the Member Agencies shall be subject to reasonable rules and requirements established by the Board. The initial ASR rules and requirements are set forth in Schedule IV-19. Such rules may be amended by the Board at any time.

ARTICLE V. WATER SUPPLY FACILITY OPERATING CONTRACTS AND CAPACITY EXPANSION

Section 1. Operating Contracts. CIWW and each of the Water Producing Member Agencies shall enter into a facility operating contract for operation of the particular Water Producing Member Agency's Designated Water Supply Facility from and after the Operational Commencement Date on terms as provided in the respective forms of contract approved by the governing board of each Water Producing Member Agency at the time of such governing board's approval of this Agreement, which shall include reimbursement of costs as provided in Section 2 of this Article V and Schedule V-2 from and after the Operational Commencement Date (each an "Operating Contract"). Each such initial Operating Contract shall be in full force for a minimum

term of twenty (20) years from the Operational Commencement Date. The transfer by each Water Producing Member Agency of its Designated Water Supply Facilities to CIWW shall be subject to the condition precedent that CIWW shall have previously entered into an Operating Contract with such Water Producing Member Agency under this Section.

Section 2. Actual Cost Recovery. CIWW shall pay the Water Producing Member Agencies for the operation of their respective Designated Water Supply Facilities amounts pursuant to its Operating Contract that are equal to their full actual cost of providing such services plus two percent (2%), to be determined on the basis of the principles set forth in Schedule V-2 attached. Such amount shall be paid in monthly installments based on estimated costs, with a periodic true up to reflect actual costs incurred, as provided in Schedule V-2. In addition to payment of costs of operation, CIWW shall reimburse each Water Producing Member Agency for the full actual cost of all capital projects for repair, replacement and improvement of its Designated Water Supply Facilities incurred after the Operational Commencement Date as such costs are incurred. To the extent a specific project benefits both Designated Water Supply Facilities and Water Distribution Facilities, the project costs shall be allocated between CIWW and the Water Producing Member Agency based on relative benefit conferred. CIWW shall at all times maintain sufficient capital and reserves to assure its ability to meet its financial obligations under this Section, and the Board shall make Capital Calls or issue Emergency Member Agency Assessments under Article XV as needed to make timely payment to Water Producing Member Agencies.

Section 3. Initial Capacity Allocations. The initial total capacity of CIWW to supply the Member Agencies as of the Effective Date is determined to be 134.5 Million Gallons per Day (“MGD”). Such capacity shall be allocated among the Member Agencies for use under this Agreement. Each Member Agency’s capacity allocation is referred to herein as its “Allocated Capacity.” The initial Allocated Capacity of each Founding Agency is set forth in Schedule V-3. Schedule V-3 shall be updated by the Board when and as the Allocated Capacity of any Member Agency changes.

Section 4. Saylorville Expansion Capacity Allocations. The Allocated Capacity of Founding Member Agencies that pay the costs of the Saylorville Expansion Project shall be increased in the amounts set forth in Schedule IV-10, as of the date that the facilities constructed by the Saylorville Expansion Project become fully operational.

Section 5. New Member Agency Allocations. After the Effective Date, a New Member Agency shall be admitted only to the extent that CIWW has, after taking into consideration any new capacity acquired from the New Member Agency, sufficient capacity available to provide for the New Member Agency’s estimated Max Day Demand, and if need be, there are sufficient existing Member Agencies willing to voluntarily reduce their Allocated Capacity in exchange for payment as provided under this Section.

The following provisions shall govern the Allocated Capacity of New Member Agencies:

- (a) The New Member Agency’s minimum requirement for Allocated Capacity (“Required New Member Capacity”) in order to be admitted shall be the highest maximum day demand during the previous full five (5) calendar years plus ten percent (10%).

- (b) If the New Member Agency has physical production capacity to be dedicated or transferred to CIWW by the New Member Agency, such capacity shall be allocated to the New Member Agency.
- (c) To the extent that the New Member Agency is a party to a Total Service Agreement with a Founding Agency under Section 14 of Article IV or is a wholesale customer of a Founding Agency under Section 16 of Article IV, the average Max Day Demand for the previous five years supplied to it by the Founding Agency shall be reallocated from such Founding Agency to the New Member Agency. Such Founding Agency shall be compensated for such reallocation as provided in Subsection (f) of this Section.
- (d) To the extent that the New Member Agency is a customer of DMWW under Section 15 of Article IV, the average Max Day Demand for the previous five years supplied to it by DMWW thereunder shall be reallocated from DMWW to the New Member Agency and the Purchased Capacity Master Agreement and all right thereunder shall be deemed terminated as between the New Member Agency and DMWW as of the effective date of admission. DMWW shall be compensated for such reallocation as provided in Subsection (f) of this Section.
- (e) To the extent the Required New Member Capacity is not allocated to the New Member Agency under subsections (b), (c), and (d), it must be obtained by the New Member Agency by voluntary reductions in the Allocated Capacity of existing Member Agencies. Such Member Agencies shall be compensated for such reductions as provided in Subsection (f) of this Section.
- (f) The payment required from a New Member Agency with respect to its acquisition of Allocated Capacity under Subsections (c), (d), and (e) of this Section shall be at the rate determined by the Board pursuant to the principles set forth in Schedule V-5. Such payment shall be made by the New Member Agency to CIWW. To the extent a reallocation is made under Subsections (c) or (d), the Founding Agency affected by a reduction of its Allocated Capacity shall be paid a share of such payment that is equal to the increase in the asset transfer consideration that such Founding Agency would have been due if the New Member Agency had become a founding agency when this Agreement was executed less any amount previously recovered by the Founding Agency from the New Member Agency as a capital cost of wholesale service to the New Member Agency, plus interest on the amount computed to be due at the rate of four percent (4%) per annum from the Operational Commencement Date. The balance, if any, of the payment shall be retained by CIWW as additional capital. Any payment under Subsection (e) of this Section shall be paid to the reducing Member Agencies in proportion to their agreed respective reductions of their Allocated Capacities.

If there are insufficient voluntary reductions by existing Member Agencies to accommodate a New Member Agency's Required New Member Capacity, the New Member Agency may request

membership in CIWW based on its participation in Capacity Expansion Projects pursuant to Sections 6 and 7 of this Article. If the New Member Agency meets all the other requirements of this Agreement and the Board for admission, the New Member Agency will be admitted after the requisite Capacity Expansion Projects have been completed and are producing finished water at rated capacity.

Section 6. Capacity Expansions. CIWW shall construct, own and operate new or expanded additional Water Supply Facilities, to increase water output available to CIWW consistent with the CIWW Long Range Plan established under Article VII (each a “Capacity Expansion”). A project that creates a Capacity Expansion is a “Capacity Expansion Project.” All Capacity Expansion Projects required to meet expected growth in demand by Member Agencies as expected under the CIWW Long Range Plan shall be funded by the Member Agencies as stated in Section 7 of this Article. Other Capacity Expansion Projects may be funded either from CIWW funds or by prospective New Member Agencies, or by Member Agencies as provided in the CIWW Long Range Plan and the CIWW Capital Plan. The additional water output capacity created by a Capacity Expansion Project funded by Member Agencies, other than New Member Agencies, shall be allocated to Member Agencies in proportion to the amount such Member Agency pays for a part of a Capacity Expansion Project under Section 7(b) of this Article. The additional water output capacity created by a Capacity Expansion Project funded by a New Member Agency under Section 7(c) shall be allocated to the New Member Agency providing the funding. The additional water output capacity created by a Capacity Expansion Project funded from CIWW sources of funds shall be allocated to Member Agencies in proportion to their previously Allocated Capacities prior to the Capacity Expansion, except to the extent the Board determines to maintain an unallocated reserve capacity for business and operational reasons it deems sufficient.

Section 7. Costs of Member Agency-Funded Capacity Expansions. The costs of Capacity Expansion Projects funded by Member Agencies shall be allocated among, and be borne by, the Member Agencies as follows:

- (a) Nine per cent (9%) of the total cost of the Capacity Expansion Project shall be allocated to all Member Agencies based on each Member Agency’s pro rata share of Allocated Capacity as of the date the Board approves the Capacity Expansion Project;
- (b) Ninety-one per cent (91%) of the total cost of the Capacity Expansion Project shall be allocated pro rata based upon the forecasted increases in projected demand of each Member Agency having a projected increased demand as set forth in the CIWW Long Range Plan that forms the basis of the Board’s approval of the Capital Expansion Project;
- (c) Notwithstanding subsection (a) and (b), one hundred percent (100%) of the cost of any Capacity Expansion Project, or any part thereof, which is constructed to meet the Required New Member Capacity of a New Member Agency, shall be paid by such New Member Agency; and

- (d) Each Member Agency or New Member Agency shall pay or satisfy its share of the costs of each Capacity Expansion Project pursuant to Section 7(a), 7(b), and 7(c) hereof by payment of such share to CIWW. Each Member Agency and New Member Agency shall make specific provision for payment of its allocated share of the Capacity Expansion Project, and if sufficient funds are not available to said Member Agency or New Member Agency, each shall issue bonds, notes, or other obligations as it deems appropriate to fund its allocated share. Financing allocated costs of a Capacity Expansion Project, including the issuance of bonds, notes or other obligations, shall be undertaken by Member Agencies and New Member Agencies individually, to the extent necessary to capitalize their respective cost allocation. If CIWW issues Bonds for said Capacity Expansion Project, Debt Service on said Bonds shall be allocated to Member Agencies and New Member Agencies in accordance with Section 7(a), 7(b), and 7(c) hereof, and collected by CIWW from the affected Member Agencies and New Member Agencies, along with rates imposed in accordance with Schedule VI-2 hereof.

Section 8. Member Agencies Transferring Capacity to Other Members. A Member Agency that no longer has a need for a portion of its allocated capacity may sell allocated capacity deemed to be in excess of its needs to any interested Member Agency. In the event two or more Member Agencies are interested in the capacity being offered, the capacity shall be allocated among all interested Member Agencies based on a pro rata allocation of each Member Agency's best estimates of future water requirements and demand as reported to the Technical Committee for Long Range Planning under Section 3 of Article VII. The purchase price per gallon per day shall be the cost per gallon per day of CIWW's most recently constructed capacity expansion. Payment in cash or, if the selling Member Agency has an allocation of CIWW debt, a portion of its allocated debt based on the purchase price and gallons of capacity purchased and sold, shall be transferred from the selling Member Agency to the purchasing Member Agency or Agencies. The Board shall have discretion to adjust the methodology set forth in this Section as it may determine to be necessary to ensure equity among the Member Agencies in the cost allocation used to determine the appropriate cash payment or transfer of debt.

Section 9 Funding of Joint Capital Projects. After the Effective Date, each capital project related to the Designated Water Supply Facilities acquired, or to be acquired, by CIWW or any other CIWW facility that is not a Capacity Expansion Project shall be a "Joint Capital Project." Joint Capital Projects shall include any project to maintain, repair, update, or improve any applicable facility that does not expand its capacity. The funding of Joint Capital Projects shall not be subject to Section 7 of this Article. Joint Capital Projects shall be funded by CIWW from one or more of the following sources: CIWW rates, CIWW reserves, CIWW bond issuance, or other sources of funding available to CIWW.

ARTICLE VI. WHOLESALE RATES TO MEMBER AGENCIES

Section 1. Rates to Recover Costs. The Board shall establish wholesale rates to be charged to Member Agencies that are calculated in the aggregate based on the anticipated total Revenue Requirements of CIWW as determined by the Board. CIWW's "Revenue Requirements"

shall be the amount determined to be sufficient to defray all of the costs of water and other operating and maintenance expenses of CIWW, to provide for capital requirements, and to satisfy all requirements of the current and future financing of CIWW's capital requirements, including payment of Debt Service, compliance with coverage and reserve requirements, and financing covenants of any Bonds, and to provide reasonable unrestricted cash reserves as determined by the Board of Directors. The Board may adjust the operating reserves from time to time.

Section 2. Annual Determination of Revenue Requirement. CIWW's Revenue Requirements and the rates to be charged to Member Agencies collectively and individually, shall be determined annually by the Board in its sole judgment. The Revenue Requirements will be prospective and developed as part of the budget process under Article XV. The Board shall obtain a cost of service study annually based on the American Water Works Association M-1 Manual or similar standard that is widely accepted in the water supply industry, and shall apply such study in a manner consistent with the mandatory rate principles set forth in Schedule VI-2. In setting rates, the Board will assign the actual cost of service to each member, and recover costs from each within a reasonable degree of precision and certainty.

Section 3. Volume and Max Day Demand of Member Agencies. The volume of water provided by CIWW to each Member Agency and the Max Day Demand utilized by each Member Agency shall be determined by metering at the point of delivery to the extent meters now existing or hereafter created allow such measurement. All other volumes and Max Day Demands shall be estimated based on the methods and assumptions set forth in Schedule VI-3 hereto.

Section 4. Individual Rates. The Board will establish rates prior to the Operational Commencement Date. The Board shall analyze, review and revise rates annually as provided by the terms of this Agreement. The rates to Member Agencies shall be based on the principles and methodologies as set forth in Schedule VI-2. The Board's judgment, reasonably reached, shall be final as to the establishment of water rates to Member Agencies, subject only to the dispute resolution provisions of Article XXV of this Agreement. Rates shall be effective January 1 of each year.

Section 5. Charges for Excess Consumption. Water delivered in a daily quantity that is greater than a Member Agency's Allocated Capacity is deemed to be "Excess Consumption" and further deemed to be the use of the Allocated Capacity of other Member Agencies. CIWW is not obligated to supply water on any day to any Member Agency that is in excess of its Allocated Capacity. However, to the extent Excess Consumption is provided to a Member Agency then the Member Agency shall be subject to Capacity Lease Charges as defined by Schedule VI-5. Capacity Lease Charges shall be billed to Member Agencies incurring the charges and CIWW shall credit the receipts thereof to the Member Agencies not incurring such charges on such days on a proportionate basis as defined in Schedule VI-5. Member Agencies that have Excess Consumption for more than ten (10) days in any calendar year shall have the maximum amount of the Excess Consumption added to the Member Agency's projected demand in the Long Range Plan prepared according to Article VII.

Section 6. Billing, Payment. Member Agencies shall be billed monthly in arrears for actual delivery at the established rates, and shall pay the billing in full without offset or reduction,

except for the netting specified in Section 7 of this Article, within twenty-five (25) days of the date of issuance of the bill.

Section 7. Netting of Payments Due Under This Agreement. Any amounts due or credits due between CIWW and any Member Agency for services, charges, or other obligations arising under this Agreement may be netted against any other billings between them, but billings shall not otherwise be offset against any other obligations between them.

Section 8. Member Agency Financial Covenant. Each Member Agency covenants that it will set its own rates and charges to its retail, Wholesale and Total Service Agreement customers, and collect such charges, to assure that the Member Agency has revenue sufficient to meet the Member Agency's expenses and financial obligations, including all financial obligations to CIWW, which shall be an annual operating expense of the public water supply system of each Member Agency.

ARTICLE VII. LONG RANGE PLAN AND WATER QUALITY

Section 1. Long Range Plan. The Board shall prepare and adopt a long-range plan to meet the needs for drinking water of the Member Agencies over a planning horizon of not less than ten (10) years (the "CIWW Long Range Plan") and shall revise such plan as needed as new Member Agencies are admitted and as other circumstances dictate. The CIWW Long Range Plan shall take into account all factors relevant to the mission of CIWW, including without limitation: (a) expected growth in water requirements of the Member Agencies; (b) source water availability and quality; (c) long range trends affecting source water supplies and allocations, including impacts of climate change; (d) water treatment capacities and requirements; and (e) all other matters necessary to assure the safety of drinking water supplies and sufficiency of quantity to meet demands, at reasonable cost. The initial CIWW Long Range Plan preparation shall commence promptly after the Effective Date and be completed within one (1) year of the Operational Commencement Date. The initial CIWW Long Range Plan will be based on the existing DMWW and WDMWW long-range plans as starting points but with such changes and updates as may be proposed to the Board by the Long Range Planning and Capital Improvements Committee, and by the Technical Committee, or that the Board determines to be appropriate.

Section 2. Update to Plan. The CIWW Long Range Plan shall be updated on a regular basis, and in any event no less frequently than every five (5) years.

Section 3. Member Agency Participation. Each Member Agency shall participate in, and support, the process of preparing and updating the CIWW Long Range Plan by making its data and information available to CIWW and to its planning staff and contractors. Each Member Agency shall supply its best estimates of future water requirements and demand in support of CIWW's planning efforts within a reasonable time upon request. Information supplied by Member Agencies shall be based on uniform standards and principles for such information established by the Technical Committee. CIWW shall have no service obligation to meet any Member Agency's demand to the extent the Member Agency's demand exceeds the Member Agency's forecasted demand expressed in the CIWW Long Range Plan.

Prior to the original adoption of the CIWW Long Range Plan by the Board, and prior to each update thereto, Member Agencies shall review, approve and certify to CIWW confirmation of the CIWW Long Range Plan's compliance with their individual stated needs over the intended time period covered by the applicable CIWW Long Range Plan, or updates thereto.

Section 4. Implementation of CIWW Long Range Plan. The Board shall be responsible, in its discretion, to operate CIWW in accordance with the CIWW Long Range Plan and to implement the CIWW Long Range Plan's provisions.

Section 5. Source Water Quality Protection and Improvement. The Board shall establish and implement a program to protect and improve the water quality of CIWW's actual and potential water sources. The program will include outreach and cooperation with federal, state and local agencies, and with other parties with interests in the watersheds and aquifers on which CIWW relies. CIWW's implementation of a water quality program may include expenditures of CIWW funds under the direction of the Board after determination that such expenditures will further the goals of protecting and improving the quality of CIWW's source waters.

ARTICLE VIII. GOVERNING BOARD

Section 1. Governing Body. CIWW shall be governed by a Board of Trustees ("Board") as constituted and established in this Article. Members of the Board shall receive no compensation from CIWW, other than reimbursement for valid expenses incurred, for service on the Board. Except as limited by the Member Agency Vote requirements of Article XI, and by the terms of this Agreement, the Board shall have full and plenary authority over CIWW, and over the conduct of CIWW's business and affairs.

Section 2. Initial Composition of Board. The initial Board shall consist of thirteen (13) Trustees, with one Trustee appointed by and representing each of the Founding Agencies, and with DMWW entitled to appoint and be represented by one Additional Trustee by application of the additional Trustee provision of Section 4 of this Article. It is intended that water systems served by Member Agencies under Sections 14, 15, and 16 of Article IV shall be represented on the Board only by the Trustee(s) appointed by the Member Agency providing service to such water systems.

Section 3. Size of Board. The number of Trustees shall always be equal to the number of Member Agencies of CIWW plus one or more Additional Trustees based on population served as provided in Section 4 of this Article.

Section 4. Additional Trustees. In addition to the one Trustee representative provided for each Member Agency, any Member Agency that serves areas with a total population in excess of one hundred thousand (100,000) persons shall be entitled to one additional Trustee representative (an "Additional Trustee"). The Additional Trustee shall be identified as such by the appointing authority at the time of appointment. Population shall be determined on the basis of the most recently available United States Census data, including any United States Census estimates that are issued after the last decennial United States Census. For the purposes of this Section, the

area served by a Member Agency shall include the areas directly served by the distribution system of the Member Agency, and the area served by the Member Agency under Sections 14, 15 and 16 of Article IV.

Section 5. Board Appointments and Terms. Each Trustee, including any Additional Trustee, shall be appointed by the Member Agency being represented. In the case of a Member Agency that is a city utility governed by the City Council, the appointment shall be made by the mayor of the City, subject to approval of its City Council. In the case of any other Member Agency, including Board-governed city utilities, the appointment shall be made by resolution of its governing body. Trustees shall serve three (3) year staggered terms or until their replacement is appointed. For the purpose of providing staggered terms, the Board shall be divided into three classes of equal size, or as nearly equal size as possible, with terms expiring on a staggered basis. The initial staggered terms of the Trustees representing the Founding Agencies shall be established by division of the Board into three classes that are assigned by lot at the first meeting of the Board after the Effective Date, subject to the requirement that the regular Trustee representing any Member Agency and any Additional Trustee representing such Member Agency shall be assigned to different classes. Upon the occurrence of any vacancy on the Board for any reason, the Member Agency being represented shall appoint a replacement for the unexpired term of the vacant position. Trustees may be appointed for any number of terms in the discretion of the appointing Member Agency. When a New Member Agency is admitted under this Agreement, the New Member Agency shall appoint a Trustee, and if applicable an Additional Trustee, to represent it, with each such Trustee assigned to a class by resolution of the Board.

Section 6. Board Alternates. Each Member Agency may at any time appoint an alternate, on a temporary or permanent basis, to any Trustee or Additional Trustee appointed by such Member Agency. The Member Agency may remove or replace any appointed alternate at any time. The appointment of an alternate to a Trustee or Additional Trustee at any time shall supersede and replace any prior appointments of an alternate. All appointments of alternates shall be made by resolution of the governing body of the Member Agency and communicated to the Secretary of the Board. Alternates shall be entitled to all information provided to, and notices given to, Trustees and Additional Trustees, and may attend any open session of the Board as an observer. An alternate to a Trustee or Additional Trustee shall vote and participate in any meeting of the Board in the place of such Trustee or Additional Trustee at any meeting where such Trustee or Additional Trustee is absent, but shall otherwise have no Board vote, and shall otherwise have no right or power to participate in Board discussions, deliberations, or actions except as recognized by the Chair of the Board.

Section 7. Removal. Any Trustee may be removed by the appointing Member Agency at any time for any reason or for no reason. Any Trustee may also be removed for cause by vote of the Board. Any such removal shall create a vacancy to be filled as provided in Section 5 of this Article. Any Trustee removed for cause by vote of the Board shall not be eligible for re-appointment.

Section 8. Effect of Withdrawal of Member Agency on Board. If any Member Agency withdraws from membership in CIWW or is for any other reason no longer a Member Agency, the size of the Board shall be automatically reduced and any Trustee representing the departed Member

Agency, shall be deemed to no longer serve on the Board effective as of the date of the Member Agency's withdrawal or departure.

Section 9. Quorum. The presence of at least a majority of the duly appointed and acting Trustees, including Additional Trustees, shall constitute a quorum required to be present to convene a meeting of the Board and for the conduct of its business. The Chair shall determine whether a quorum exists, shall cause the names of the Trustees present to be entered into the meeting minutes, and shall call the meeting to order if a quorum exists. A quorum for a weighted vote shall require the presence of Trustees representing at least three Member Agencies as well as Trustees representing a majority of the weighted vote allocation described in Section 11(d) of this Article.

Section 10. Voting. Except as provided in Section 11 of this Article, each Trustee, including each Additional Trustee, shall have one (1) vote, and the majority vote of the Trustees present and voting, if a quorum is established, shall prevail on any vote. No vote shall be taken without a quorum of the Board being present. The Chair, or in the Chair's absence the Vice-Chair, of the Board shall be entitled to vote and participate in discussion, but shall not make or second a motion.

Section 11. Weighted Voting by Board.

- (a) Approval and issuance of Bonds shall be considered by the Board on a weighted vote, as described in subsection (d) hereof. An affirmative vote of a majority of the Trustees of the Board, on a weighted basis, shall be required on all Board actions relating to Bond issuances hereunder (other than as provided in Article XVII, Section 3).
- (b) Trustees representing any two (2) or more Member Agencies may request a weighted vote on any of the following matters that come before the Board for action:
 - (i) Any proposal to the Member Agencies to amend or terminate this Agreement or to amend any Schedules to be submitted for Member Agency vote under Article XX;
 - (ii) Any Board action to update or amend the Board Modifiable Schedules as defined in Section 2 of Article XX;
 - (iii) Admission of New Member Agencies and the terms thereof under Article XII;
 - (iv) Adoption of the Initial Budget under Section 2 of Article XV;
 - (v) Adoption of each Annual Budget under Article XV, or any amendment to an approved Annual Budget;
 - (vi) Setting of rates and charges payable by Member Agencies;
 - (vii) Adoption of the initial Long Range Plan under Article VII;
 - (viii) Any modification of the Long Range Plan under Article VII;

- (ix) Adoption of any CIWW Capital Plan or modification to the CIWW Capital Plan under Article XV, including without limitation adoption of the Initial CIWW Capital Plan or any Capital Call;
 - (x) Issuance of any Emergency Member Agency Assessments under Section 5 of Article XV;
 - (xi) Adoption or amendment to the Bylaws;
 - (xii) Declaration of Default of a Member Agency under Article XXIII;
 - (xiii) Hiring or terminating the Executive Director, Legal Counsel, or Third-Party Fiduciary;
 - (xiv) Removal of a Trustee for cause;
 - (xv) Any Amendment to the CIWW Water Shortage Plan; or
 - (xvi) Determination of any issues pertaining to the meaning or application of the definition of Water Supply Activity, Water Distribution Activity, Water Supply Facility or Water Distribution Facility.
- (c) No action on any matter listed in Subsection (b) of this Section that is eligible for a request for weighted vote shall be considered by the Board at any meeting unless the matter is placed on the Agenda of the Board prior to the meeting and written notice of such agenda item is given at least five (5) days before the meeting to all Trustees. A request for weighted vote must be made by the requisite number of Trustees before the vote on the matter that is the subject of such request. Upon any timely request, any Board action on such matter shall be suspended, and the Board will hold a weighted vote on the matter subject to such request at its next meeting. Notwithstanding the foregoing, action on any Emergency Member Agency Assessments may be taken immediately at the meeting when proposed provided any required notice thereof is given in writing to each Member Agency.
- (d) For purposes of weighted voting, the full voting power of the Board shall be proportionately allocated and assigned among the Trustees representing the Member Agencies, excluding any Additional Trustees, on the basis of the average of the Annual Demand as set forth in Schedule I-2, but excluding demand attributable to wholesale customers that continue to be served by DMWW under the Purchased Capacity Master Agreement, as updated for the immediately preceding five (5) full calendar years preceding the date of the vote. The allocation shall be recomputed when New Member Agencies are admitted, and shall be recomputed each year based upon the total Annual Demand of each Member Agency for the five (5) full calendar years preceding the vote. Votes representing a majority of the “weighted vote allocation” hereunder plus the votes of Trustees representing at least three (3) Member Agencies shall be required to approve Board actions subject to weighted voting under Subsection (b) of this Section. The agenda for any meeting where action will be taken to approve item(s) subject to weighted vote shall include a statement relating to the weighted vote requirement for each such item.

- (e) The weighted voting power of a Trustee representing any New Member Agency admitted after the Effective Date shall be based on a transition formula based upon actual or expected Annual Demand established by the Board at the time of its admission.
- (f) In the case of a Board action requiring a weighted vote, the minutes shall reflect the item(s) subject to a weighted vote, and record the specific votes of each Trustee for the Member Agencies on the Board.

Section 12. Meetings of Board.

- (a) Regular meetings shall be held at least monthly at the place, day and hour set forth in a schedule of regular meetings for the following year that is approved by the Board at or before its Annual Meeting each year. The regular meeting of the Board in December of each year shall be the Annual Meeting. A copy of the agenda and all materials to be considered at each meeting of the Board shall be mailed, e-mailed, or delivered to each Trustee and to the elected official or administrator designated by each Member Agency to receive notice hereunder, at least two (2) days prior to the meeting, or such longer period as may otherwise be set forth in the Bylaws.
- (b) Special meetings of the Board, for any purpose or purposes consistent with this Agreement may be called by the Chair and shall be called by the Chair at the request of any two Member Agencies. The requirements of subsection (a) of this Section shall apply except that the notice of any special meeting shall be given not less than five (5) nor more than twenty (20) days prior to the date of the special meeting.
- (c) Notices under this section shall be deemed given upon actual delivery of a written notice, or by actual delivery of an e-mail, or three (3) days after deposit in the United States mail.
- (d) All meetings of the Board shall be public meetings to the extent required by Chapter 21, Iowa Code, or any successor laws, as the same may be amended or supplemented in the future, and such rules of order as the presiding officer shall determine. Proceedings of the Board shall be published as provided by Section 28E.6(3), Iowa Code or other applicable law.

Section 13. Bylaws. The Board may adopt bylaws relating to its proceedings, the conduct of the affairs of CIWW, and the terms of service for water provided to Member Agencies that are not inconsistent with this Agreement. Such bylaws may be adopted, and may be amended or repealed, by vote under this Article, provided that such Bylaws or proposed amendment or repeal of such Bylaws, was presented in writing at a prior regular meeting of the Board, and provided that notice of the impending vote thereon is contained in the meeting notice and agenda of the meeting at which such vote is to be taken. In the event of conflict between the provisions of the bylaws and the provisions of this Agreement, the provisions of this Agreement shall prevail.

ARTICLE IX. OFFICERS OF BOARD

Section 1. Number and Term. The officers of the Board shall be the Chair, the Vice-Chair and the Secretary, each of whom shall be elected from among the members of the Board by vote of the Board at an Annual Meeting of the Board to serve for the following two calendar years. Each of the officers shall be a representative of a different Member Agency. Officers shall be elected for a two-year term, with a possible second term available. In no event shall a person hold one specific officer position for more than two (2) consecutive terms. Provided, however, that an officer chosen to fill a vacancy shall be entitled to serve two (2) full consecutive terms after completion of the term filling the vacancy.

Section 2. Duties of Chair. The Chair shall preside at all meetings of the Board. The Chair, or the Vice-Chair in the absence of the Chair, shall sign any instruments that the Board has authorized to be executed, except in cases where the signing of instruments shall be required by law to be otherwise signed or executed, or where the resolution of the Board authorizes the signing of such instrument by another person.

Section 3. Duties of Vice-Chair. In the absence of the Chair, or in the event of the death, inability to act, or refusal to act by the Chair, as directed by the Board, the Vice-Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon that office.

Section 4. Duties of Secretary. The Secretary shall have the following duties and responsibilities, any or all of which may be delegated or assigned by Board resolution to one or more Board clerks or assistant secretaries who need not be Trustees or representatives of Member Agencies:

- (a) The taking and preservation of minutes of the meetings of the Board;
- (b) The giving of all notices in accordance with this Agreement, any Bylaws, as directed by the Board, or required by law;
- (c) Acting as custodian of the records of CIWW;
- (d) Signing and certification of documents and instruments authorized by the Board or by law;
- (e) Keeping a current registry of the names and addresses of Trustees, the Member Agencies, and the officer of each Member Agency designated to receive notices.

Section 5. Election. The Trustees serving on the Board shall elect the Board Officers. The Nominating Committee shall select and offer nominations for each office at the Board's Annual Meeting. Nominations for the officer positions shall also be accepted from the Trustees present at that Annual Meeting. All nominees, including those offered by the Nominating Committee, must receive a second for the nomination to be considered a candidate and voted on for said office.

Section 6. Vacancy. Each officer shall hold office until his or her successor has been elected. A vacancy in the office of Chair, Vice-Chair, or Secretary shall be filled by the Board for the unexpired portion of the term.

ARTICLE X. COMMITTEES OF BOARD

Section 1. Executive Committee.

- (a) An Executive Committee is established for the purposes of reviewing and advising on policy issues at the request of the Executive Director or the Board and making recommendations to the Executive Director, and of making recommendations to the Board regarding the appointment of the Executive Director and thereafter periodically reviewing the performance of the Executive Director and to otherwise assist and advise the Board and the Executive Director. The Executive Committee shall be chaired by the Board Chair. Members of the Executive Committee shall be appointed by action of the Board each year at the Annual Meeting of the Board, consistent with the following provisions.
- (b) For the first three (3) full calendar years after the Effective Date, the Executive Committee shall be comprised of (i) the current Chair, (ii) a Trustee representing DMWW unless it is already represented on the Executive Committee, (iii) a Trustee representing WDMWW unless it is already represented on the Executive Committee; (iv) a Trustee representing UWU unless it is already represented on the Executive Committee; (v) the most recently presiding Chair prior to the current Chair who remains a current Trustee, if applicable; and (vi) one (1) additional Trustee selected at-large. The foregoing provision notwithstanding, at no time shall the membership of the Executive Committee equal or exceed the quorum for the full Board. If the size of the Executive Committee must be reduced to meet this condition, the membership of the Executive Committee shall be reduced by eliminating one or more categories named above in reverse order as named above, that is category (vi), then (v) and so on.
- (c) After the first three (3) full calendar years, the Executive Committee shall be comprised of (i) the current Chair; (ii) the most recently presiding Chair prior to the current Chair who remains a current Trustee; (iii) three (3) additional Trustees representing Member Agencies with the highest Annual Demand over the preceding five (5) -year period unless those Trustees are already represented on the Committee; and (iv) one additional Trustee representing the otherwise unrepresented Member Agencies. The foregoing notwithstanding, at no time shall the membership of the Executive Committee equal or exceed the quorum for the full Board. If the size of the Executive Committee must be reduced to meet this condition, the number of committee members in category (iii) shall be reduced as required to meet this condition, by eliminating the representative of the Member Agency under Subsection (c)(iii) with the lowest Annual Demand followed by the next lowest, and so on.

- (d) The Executive Committee shall meet at the call of the Board Chair or at the request of the Executive Director to fulfill its purposes as set forth herein and such other duties as may be assigned to the Executive Committee by resolution of the Board. Member Agencies shall all be provided at least two (2) days' advance notice of, and an Agenda for, all meetings of the Executive Committee.

Section 2. Long Range Planning and Capital Improvements Committee.

- (a) A Long Range Planning and Capital Improvements Committee is established to provide planning and technical advice and recommendations to the Board with respect to planning and capital, including but not limited to: (i) adoption and modification of the CIWW Long Range Plan under Article VII, and the CIWW Capital Plan under Article XV; (ii) planning for modifications, or additions to, source water and water treatment facilities and timeline(s) for potential construction; and (iii) such other duties requiring technical, or business expertise as may be assigned by Board resolution.
- (b) The Long Range Planning and Capital Improvements Committee shall be comprised of one individual appointed by each Member Agency, who may be, but is not required to be a Trustee representing such Member Agency, but who shall be an individual familiar with the current and long-range drinking water requirements of the Member Agency and with regional assets and infrastructure. Each Member Agency may also appoint an alternate representative. The Long Range Planning and Capital Improvements Committee shall include the Executive Director or his or her designee who shall not be a voting member of the Committee.
- (c) The Long Range Planning and Capital Improvements Committee shall be chaired by a member of the Committee elected by the voting Members of the Committee. The Long Range Planning and Capital Improvements Committee shall meet in accordance with a meeting schedule approved by the Committee, at the call of the Chair of the Committee, or at the direction of the Board.

Section 3. Finance & Audit Committee.

- (a) A Finance & Audit Committee is hereby established for the purposes of reviewing issues and items referred to it by the Board. In addition, the Finance & Audit Committee shall make recommendations to the Board on the following: (i) finances, budgets, and budget amendments; (ii) audits of CIWW finances and CIWW records; (iii) rates and charges to Member Agencies; and (iv) such other duties as may be assigned by Board resolution.
- (b) Members of the Finance & Audit Committee shall be appointed annually by the Board Chair at the Annual Meeting. The Membership of the Committee shall not equal or exceed the number constituting a quorum for the full Board. The Finance & Audit Committee shall include the Executive Director or his or her designee, and

contracted Third-Party Advisors of the Board, neither of which will be a voting member of the Committee. The Finance & Audit Committee shall be chaired by a voting member of the Committee elected by vote of the voting members of the Committee.

- (c) The Finance & Audit Committee shall meet in accordance with a meeting schedule approved by the Committee, at the call of the Chair of the Committee, or at the direction of the Board.

Section 4. Nominating Committee. A Nominating Committee, consisting of at least three (3) Trustees, is established for the purpose of selecting and offering nominations for election to each office of the Board at the Annual Meeting of the Board. Members of the Nominating Committee shall be appointed by the Chair, with the appointments announced at a regular Board meeting held at least three (3) months prior to the Annual Meeting of the Board. The Nominating Committee shall be chaired by a Committee member selected by the members of the Nominating Committee.

Section 5. Technical Committee.

- (a) A Technical Committee is hereby established to provide technical advice or recommendations to the Board in areas requiring technical, business, or operation expertise, including but not limited to:
 - (i) Determination of each Member Agency's water consumption, including its Annual Demand, Max Day Demand, average day demand, and average consumption over a specified number of consecutive years (e.g., 3 or 5 years);
 - (ii) Computation of updates to Schedule I-2 as soon as may be practical annually after the end of each calendar year;
 - (iii) Determination of designs for all capacity enhancements to be constructed by, or at the request and cost of, CIWW;
 - (iv) Recommendations regarding capacity enhancements or other improvements proposed by one or more Member Agencies or any proposed new Prospective Member Agencies;
 - (v) Determining the population served by each Member Agency for purposes of Section 4 of Article VIII;
 - (vi) Review of the operational sufficiency of the preliminary budget proposed by the Executive Director each year;
 - (vii) Review and recommendations to the Board regarding the meaning or application of the definitions of Water Supply Activity, Water Distribution Activity, Water Supply Facility or Water Distribution Facility;
 - (viii) Monitor effectiveness of, and compliance with the CIWW Water Shortage Plan and advise the Board with respect to amendments thereto as needed;

- (ix) Monitor the usage by each Member Agency of shared transmission mains and pumping stations in comparison to the capacity assigned to each Member Agency under applicable agreements and recommend solutions required to remediate any excess usage and resulting detriment to other Member Agencies; and
 - (x) Duties as outlined in this Agreement, and such other duties requiring technical or business expertise as may be assigned by Board resolution.
- (b) The Technical Committee shall be comprised of one (1) individual appointed by each Member Agency, who may be, but is not required to be a Trustee representing such Member Agency, but who shall be an individual familiar with the Member Agency's local distribution or business operations. Each Member Agency may also appoint an alternate representative. The Technical Committee shall include the Executive Director or his or her designee, who shall not be a voting member of the Technical Committee. Each Member Agency is entitled to one vote on the Technical Committee to be cast either by the appointed individual or alternate.
- (c) The voting members of the Technical Committee shall elect a chair. The Technical Committee shall meet in accordance with a meeting schedule approved by the committee, at the call of the chair of the Committee, or at the direction of the Board.

Section 6. Other Committees. By resolution, the Board may designate two (2) or more Trustees or other persons to constitute a committee. Such committee shall, if authorized by resolution of the Board, provide advice and recommendations to the Board or otherwise act pursuant to the authority delegated by the Board resolution. The designation of such committees shall not relieve the Board of any responsibility unless such responsibility is specifically delegated to the committee by Board resolution. Meetings of such committees may be held at such time and place as the committees or Board may fix from time to time.

ARTICLE XI. MEMBER AGENCY VOTE

Section 1. Member Agency Votes. The matters set forth in Section 2 of this Article XI shall require a vote of the Member Agencies by written ballot before going into effect. Each Member Agency will have one (1) vote on each matter requiring a Member Agency vote under this Agreement.

Section 2. Requirement for Member Agency Vote. The following matters adopted or proposed by the Board shall require a vote of the Member Agencies to be effective:

- (a) Any proposal adopted by the Board to amend or terminate this Agreement, except updates or amendments to the Board Modifiable Schedules as defined in Section 2 of Article XX may be approved by the Board without Member Agency vote;
- (b) Any proposed merger or consolidation of CIWW with any other agency or entity or any sale of all, or substantially all, of the assets of CIWW; and

- (c) Any matter regarding Bonds that, in the opinion of bond counsel to CIWW, requires a vote of the Member Agencies.

Section 3. Vote by Written Ballot. A vote of the Member Agencies shall be conducted by written ballot cast on a form of ballot for each measure coming before the Member Agencies that shall be provided by the Secretary, with such ballots cast required to be received by the Secretary within thirty-one (31) days of dispatch to the Member Agency. Member Agency votes shall be cast solely at the direction of the governing body of the Member Agency pursuant to a resolution of such governing body. Multiple measures may be submitted on a single form of ballot, provided that the ability to vote for or against each separate matter is preserved.

Section 4. Vote Required for Member Action. The affirmative vote of not less than a majority of the votes entitled to be cast by Member Agencies shall be required for approval or adoption of any matter coming before the Member Agencies for vote regardless of the actual total number of votes cast, except that a vote to terminate this Agreement, or a vote to amend this Agreement that effectively terminates this Agreement shall require the affirmative vote of two-thirds (2/3) of all Member Agencies as provided in Section 1 of Article XX, and the required vote on bond matters shall be as specified in Article XVII.

ARTICLE XII. ADMISSION OF NEW MEMBER AGENCIES

Section 1. Admission of Additional Member Agencies. During the term of this Agreement, one or more additional qualified public entities meeting the definition of a public water supply system in Chapter 455B, Iowa Code, (“Prospective Member Agency”) may be admitted to membership as a Member Agency within the meaning of this Agreement, and thereby become entitled to, and subject to, all of the benefits and obligations of this Agreement. To be qualified for membership the Prospective Member Agency must be a political subdivision of the state, licensed as a public water supply entity within the geographic area that it is physically practical for CIWW to serve and that either CIWW has the capacity to serve, or CIWW and the Prospective Member Agency have agreed to the financing and construction of the Capacity Expansion Project necessary to provide additional capacity, with costs allocated to said Prospective Member Agency in accordance with Section 7 of Article V of this Agreement.

Section 2. Application for Membership. Any qualified public entity may apply for membership in CIWW by submitting a request for membership addressed to the Board. Upon receipt of any such request, the Executive Director, the Executive Committee, and the Technical Committee shall investigate such request, and each shall make their recommendations to the Board regarding the application as promptly as circumstances reasonably permit. The Prospective Member Agency shall pay an application fee in an amount determined by the Board that is sufficient to cover the actual costs incurred by CIWW to review such application. The Board shall approve or reject each application for membership, upon confirmation of conditions of membership. The Prospective Member Agency shall be required to comply with any and all legal requirements, including but not limited to notice and public hearing(s) required for any asset transfer, prior to becoming a New Member Agency.

Section 3. Conditions of Membership. The Board shall specify conditions of admission to membership for each Prospective Member Agency, which conditions shall include:

- (a) The amount of the Prospective Member Agency's initial capital contribution;
- (b) The new Prospective Member Agency's initial Allocated Capacity, and the payment or payments required to be made for such capacity, if any;
- (c) The adoption of resolutions by the governing body of the Prospective Member Agency: (i) authorizing its joinder in this Agreement, (ii) accepting all terms and conditions of this Agreement, including without limitation the bond resolutions under Article XVII, and (iii) agreeing to any conditions of membership the Board specifies;
- (d) Provisions for the point or points of connection of the Prospective Member Agency to the facilities and sources of supply of CIWW and for the metering or calculation of the quantity of water to be supplied;
- (e) Provisions for dedication of any Water Supply Facilities of the Proposed Member Agency, and for their transfer to CIWW to the extent of benefit to CIWW. New Member Agencies admitted to membership shall be compensated for dedication and transfer of production capacity only to the extent the dedicated and transferred capacity exceeds the New Member Agency's Total Capacity Requirement. The compensation paid for any dedication of production capacity shall be the net book value of the surplus capacity dedicated by the New Member Agency and in substantially the same manner described in Schedule XIII-1;
- (f) The effective date of membership and of operational connection; and
- (g) Any other terms and conditions of membership that the Board deems to be necessary or appropriate.

The financial conditions applied to admission of each Prospective Member Agency shall never be more favorable than the terms which the Founding Agencies received when establishing CIWW. Except as provided in Schedule XII-3, or absent exceptional circumstances, the financial conditions for each Prospective Member Agency shall include a premium to reflect the risk incurred by the Founding Agencies in creating CIWW, and the benefits created by the Founding Agencies in establishing CIWW.

Section 4. Effecting Membership. A Prospective Member Agency approved by the Board for membership shall become a New Member Agency after compliance with any conditions of membership specified by the Board, by authorization of its governing body and execution of an agreement of joinder in this Agreement that is filed as required by Section 28E.8, Iowa Code. Such membership shall be effective as of the date of admission specified by the Board or the date of filing with the Iowa Secretary of State, whichever is later.

Section 5. Effect of Joinder. By signing a joinder to this Agreement, each New Member Agency agrees to all of the terms of this Agreement and covenants to take all steps necessary to meet all of its obligations to CIWW, and to enable CIWW to meet its bond obligations under Article XVII.

ARTICLE XIII. TRANSFER OF ASSETS

Section 1. Acquisition of Designated Water Supply Facilities. As provided in Section 7 of Article IV, CIWW shall acquire the Designated Water Supply Facilities from the Water Producing Member Agencies, UWU, Waukee, and Xenia on the Operational Commencement Date. Each such Member Agency has, or will have as part of the approval of this Agreement, complied with all legal requirements including notices and public hearings necessary for the transfer of the Designated Water Supply Facilities. The consideration to be paid for asset transfers and other terms and conditions of such acquisitions shall be as set forth in Schedule XIII-1 and Schedule IV-7 hereto. Each Member Agency transferring assets shall, except as it may otherwise agree in writing between the Member Agency and CIWW, retain ownership of its office building, but may lease space to CIWW for CIWW's purposes. Except to the extent otherwise described in Schedule IV-7, each Member Agency shall retain ownership of any grounds it makes available for public use for park or recreational purposes, subject to such rights of ingress, egress, and use that CIWW may require to make full use of the Designated Water Supply Facilities. Any alteration of the Member Agency's grounds, including, but not limited to, excavation, in order to access the Designated Water Supply Facilities may only occur after obtaining permission from the affected Member Agency, which shall not be unreasonably withheld. CIWW will be responsible for restoring a Member Agency's property that is altered at CIWW's direction. Each Member Agency reserves the right to control its parks and recreation grounds and to make rules governing park or recreational use of its grounds.

Section 2. Outstanding Obligations Secured by the Transferred Assets. No transfer of assets shall occur under this Article unless: (i) full and adequate provision is made for payment or defeasance of any bonds or other obligations secured by the assets transferred, or full and adequate provision is made for the assumption of said outstanding obligations by CIWW, where permitted, (ii) compliance with all bond covenants required for the transfer of the assets is otherwise established, or (iii) proper consent is obtained such that there will be no default or breach of covenants under any such bonds or obligations. Asset transfers shall be free of all liens and encumbrances, except the reversionary interest provided in Section 3 of this Article. Any assumption by CIWW of outstanding obligations which financed transferred assets will adjust the credit/consideration calculated under Section 1 of this Article in accordance with Schedule XIII-1.

Section 3. Reversionary Interests in Transferred Assets. Each Member Agency that transfers assets under this Article shall retain reversionary interests in the assets, properties and interests transferred by it to CIWW under this Article, under which such assets, properties and interests shall revert and be re-conveyed back to such Member Agency upon any invalidation of this Agreement or upon the expiration or complete termination of this Agreement. The reversionary interest shall not extend to or include any Capacity Expansion under Section 6 of Article V. The reversionary interest shall be recorded as a matter of public record with respect to any of the assets either in the instrument of transfer or in a separate document. Any asset that is used for both Water Distribution Activity by any Member Agency and Water Supply Activity by or on behalf of CIWW by any Operating Contractor at the time of any reversion of assets under this Section shall be deemed a "Dual Use Asset," regardless of when acquired. Dual Use Assets

shall revert to the Member Agency using such asset for Water Distribution Activity upon any invalidation of this Agreement or upon the expiration or complete termination of this Agreement.

Section 4. Funding of Consideration for Asset Transfer. CIWW shall fund cash payments to Member Agencies required for asset transfer through capacity payments from other Member Agencies, including New Member Agencies, under Article V or Article XII, or payments from Member Agencies as set forth in Schedule XIII-1.

ARTICLE XIV. CIWW STAFF, CONSULTANTS, AND MANAGEMENT SUPPORT

Section 1. Staffing. CIWW shall employ an Executive Director selected by the Board who shall be the CEO and General Manager of CIWW and serve at the pleasure of the Board. The Board may elect to engage a qualified firm to provide the Executive Director's services in lieu of hiring an Executive Director.

Section 2. Initial Administrative Support Contract. CIWW and one or more Member Agencies selected by the Board may enter into one or more initial administrative support agreements for a minimum term of three (3) years from the Effective Date. The Member Agency or Member Agencies will provide administrative services to CIWW, and be compensated as set forth in Schedule XIV-2 to this Agreement. The Board may renew the agreements after three (3) years, or retain a different entity to provide administrative support in the Board's full discretion.

Section 3. Third Party Financial Advisor. CIWW shall engage one or more qualified consultants to advise and support the Board in financial matters including budgeting, cost allocation studies, rate setting, indebtedness, and other financial matters as set forth in Schedule XIV-3. The financial advisor or advisors shall have professional responsibility to the Board to advise on a competent and impartial basis.

Section 4. Legal Counsel. CIWW shall select and engage a general counsel ("Legal Counsel") on terms specified by the Board and such special counsel as the Board may from time to time determine.

Section 5. Primary Engineering Consultant. CIWW shall select and engage a primary engineering advisor on terms specified by the Board and such special engineering advisors as the Board may from time to time determine.

Section 6. Other Staff and Contracts. The Board may determine to employ such other staff and engage other consultants and advisors for such purposes and on such terms as it determines to be necessary or appropriate, and may contract with third parties for all necessary or desirable services and may define and enforce applicable parameters and benchmarks for the same.

ARTICLE XV. BUDGET AND CAPITAL PLANS

Section 1. Fiscal Year. CIWW shall operate on a calendar year basis which shall be its fiscal year.

Section 2. Budget and CIWW Capital Plan. The Board shall establish and adopt an Annual Budget and CIWW Capital Plan as governed by a process as set forth herein and within the timeline as provided in Schedule XV-2 as follows:

- (a) Initial Budget and CIWW Capital Plan. On or before the Operational Commencement Date or within twelve (12) months of the Effective Date, whichever first occurs, the Board shall establish an Initial Budget and an Initial CIWW Capital Plan to govern the period from the date of adoption of the Initial Budget to the expected Operational Commencement Date, and for the first fiscal year after the Operational Commencement Date. If the Initial CIWW Capital Plan and Initial Budget indicate a need for an increase in the capital of CIWW to assure that CIWW is able to meet its financial obligations as they become due until commencement of operations and for the first fiscal year thereafter, then the Board shall increase the Initial Capital Contributions specified in Section 9 of Article I and Schedule I-9, and each Member Agency shall make the additional Initial Capital Contributions in accordance therewith, within thirty (30) days of the Board's adoption of the Initial Budget and Initial CIWW Capital Plan.
- (b) Annual Budget and CIWW Capital Planning. The Board shall annually adopt a CIWW Capital Plan and an Annual Budget.
 - (i) CIWW Capital Planning. On or before May 31 of each year, the Executive Director, with the assistance of the Third Party Financial Advisor and input from the Long Range Planning and Capital Improvements Committee and the Member Agencies, shall cause to be prepared and submitted to the Board for approval a five-year CIWW Capital Plan as the Board determines is necessary or appropriate to assure CIWW has adequate capital to achieve the Long Range Plan, and to meet CIWW's financial obligations as they become due.
 - (ii) Annual Budget. On or before August 30 of each year, the Executive Director, with the assistance of the Third Party Financial Advisor and input from the Member Agencies, shall cause to be prepared and submitted to the Board a proposed preliminary CIWW budget for the next fiscal year. The Annual Budget shall specify the expected revenues and operating and capital expenses of CIWW for the fiscal year, and shall make adequate provisions to meet the obligations of CIWW, including Debt Service and compliance with Bond covenants, and adequate provisions for operating reserves, capital reserves, Capacity Expansions, and funding for asset transfers. The Finance and Audit Committee and Technical Committee shall review and may propose revisions to the preliminary budget. The

Executive Director shall revise the preliminary budget based on the committees' reviews. The preliminary budget shall be considered by the Board after a public hearing at a regular Board meeting in November of each year and shall be adopted as the Annual Budget by the Board with such revisions as it deems proper after the November public hearing.

- (c) Modification of CIWW Capital Plan. The Board may vote to modify the Initial CIWW Capital Plan, or any subsequent CIWW Capital Plan, only after providing at least sixty (60) days' written notice to all Member Agencies. A CIWW Capital Plan may provide for a capital call on Member Agencies under Section 3 of this Article.

Section 3. Capital Call on Member Agencies. A CIWW Capital Plan, as adopted or modified under Section 2 of this Article, may provide for a capital call on Member Agencies payable in one or more installments, provided that the payment shall become due at a time that is at least sixty (60) days after the adoption of the CIWW Capital Plan (a "Capital Call"). Any Capital Call shall be allocated among the Member Agencies on the basis of their respective Allocated Capacities at the time of adoption of the Capital Call. Any Capital Call created by a Capital Plan creates a payment obligation for all Member Agencies to be paid according to the terms of the Capital Plan.

Section 4. Return of Capital. Upon admission of each new Member Agency, the Board may, to the extent funds are available for such purpose, provide for a pro-rata return of the capital contributed by each prior Member Agency, plus a deemed rate of return based on any capital premium charged to the New Member Agency. For so long as CIWW shall remain in existence, no Member Agency or former Member Agency shall otherwise be entitled to any return of capital at any time except in accordance with the provisions of the CIWW Capital Plan.

Section 5. Emergency Member Agency Assessments. In the event that unforeseen or exigent circumstances arise such that CIWW's revenues and capital resources are insufficient to allow CIWW to meet its financial obligations as they become due, the Board shall issue one or more "Emergency Member Agency Assessments" to the Member Agencies. Each Member Agency's portion of the Emergency Member Agency Assessment will be based on the Member Agency's pro rata share of the total Allocated Capacity as defined in Schedule V-3, as amended. Each Emergency Member Agency Assessment shall be due and payable within thirty (30) days of adoption of the assessment by the Board. Emergency Member Agency Assessments shall be repaid, without interest, to the Member Agencies when and as the financial condition of CIWW permits. To the extent a shortfall necessitating an Emergency Member Agency Assessment under this section is due to one or more Member Agency's failure to timely pay any of its financial obligations to CIWW, CIWW may reallocate the shortfall to all other Member Agencies on an adjusted pro-rata basis (excluding the non-paying Member Agency's allocation in the calculation). Repayment to Member Agencies who funded the Emergency Member Agency Assessment shall be made from funds received by CIWW upon cure of the delayed payment by, or collection from, the non-paying Member Agency.

Section 6. Annual Budget Certification by Member Agencies. Each Member Agency shall annually certify to CIWW, before the beginning of each Member Agency's fiscal year, that the Member Agency has reviewed the CIWW Annual Budget and imposed sufficient rates and charges, or appropriated other funds, in its own budget sufficient in amount to timely pay its payment obligations to CIWW during the next fiscal year as they become due.

ARTICLE XVI. FUNDS AND ACCOUNTS

Section 1. Funds and Investments. The Board shall establish and maintain appropriate funds and accounts for the purposes set forth in this Agreement. All funds held by the Board shall be accounted for, managed and invested in compliance with Iowa law, including but not limited to, Chapters 12B and 12C, Iowa Code.

Section 2. Annual Audit. An independent auditor selected by the Board will annually audit the financial statements of CIWW. Following the receipt of the audit report, the Board shall deliver a copy of the annual audit to the Member Agencies and shall schedule a meeting of the Board for the purpose of having representatives of the independent auditing firm submit an oral presentation of the audit, and answer questions as may be posed to them by the Board.

ARTICLE XVII. CIWW PROJECT FINANCING; ISSUANCE OF BONDS AND REFUNDING BONDS

Section 1. Project Funding. To the extent the CIWW Annual Budget, as may be amended from time to time, contemplates financing a capital project, each Member Agency shall make specific provision for payment of its allocated share of the financed project, and if sufficient funds are not available to said Member Agency, each shall issue bonds, notes or other obligations as it deems appropriate to fund its allocated share. Financing allocated costs of a capital project, including the issuance of bonds, notes, or other obligations, shall be undertaken by Member Agencies individually, to the extent necessary to capitalize their respective cost allocation, unless the parties have agreed otherwise for CIWW to issue Bonds for said capital project. To the extent such capital project is a Capacity Expansion Project, if CIWW issues Bonds, Debt Service on said Bonds shall be allocated to Member Agencies in accordance with Section 7 of Article V hereof, and collected by CIWW from the affected Member Agencies, along with rates imposed in accordance with Schedule VI-2 hereof. If the capital project is not a Capacity Expansion Project, but rather a Joint Capital Project as defined in Section 9 of Article V for which CIWW issues Bonds, Debt Service on said Bonds will be administered by CIWW within the rates imposed therein for Base Costs and Extra-Capacity Costs.

Section 2. Obligations Authorized. The Board is authorized to issue its Bonds and Refunding Bonds under the authority of Chapter 28F of the Code, as amended, or as otherwise may be authorized by law from time to time for the purposes set forth in this Agreement. The Board also is authorized, in its discretion, to utilize existing reserves or other available funds to pay all or any portion of the costs associated with the financing or refinancing of the acquisition,

construction or expansion of any such water facilities deemed necessary or appropriate, in lieu of issuing Bonds or Refunding Bonds for the same under this Agreement.

Section 3. Member Agency Consent to Issuance.

(a) By their approval and execution of this Agreement, the Founding Agencies hereby consent to and authorize the Board, pursuant to Section 28F.3, Iowa Code, to issue Bonds in one or more series, the aggregate principal amount not to exceed Nine Hundred Million Dollars (\$900,000,000.00) for projects necessary to carry out the purposes of this Agreement, including but not limited to construction of CIWW Water Supply Facilities to effectuate the CIWW Long Range Plan, or the CIWW Capital Plan, each of which may be modified from time to time by the Board. Without limitation, the initial scope of anticipated projects necessary to carry out the purposes of this Agreement is included as Schedule XVII. Such Bonds may be issued and sold by the actions of the Board in multiple series, at such times and from time to time over a period of years, in such amounts, to such purchasers and for such purposes, by either public or private sale, at fixed or variable rates of interest as shall be prevailing at the time of issuance of the Bonds, but which shall not exceed fifteen percent (15%) per annum in any event, with such covenants and terms and in such form and manner as the Board shall determine to be appropriate, in its sole discretion. Each new Member Agency shall provide the same consent and authorization upon joinder in this Agreement.

(b) Included within the Bonds authorized in subsection (a) hereof, the Founding Agencies hereby consent to and authorize the Board, pursuant to Section 28F.10, Iowa Code, which is incorporated herein by this reference, to issue Refunding Bonds for the purpose of refunding or refinancing any of the Bonds during the term of this Agreement. Such Refunding Bonds may be issued and sold by actions of the Board in multiple series, at such times and from time to time over a period of years, in such amounts, to such purchasers by either public or private sale, at such rates of interest as shall be prevailing at the time of issuance of the Refunding Bonds, but which shall not exceed fifteen percent (15%) per annum in any event, with such covenants and terms and for the purpose of refunding or refinancing such series of Bonds as the Board shall determine to be appropriate. Each new Member Agency shall provide the same consent and authorization upon joinder in this Agreement.

(c) To the extent permitted by law, the Board is authorized to and may enter into, amend or terminate, as it determines to be necessary or appropriate, Interest Rate Agreements or other contracts entered into for the benefit of CIWW or for the benefit of any of the holders of the Bonds or Refunding Bonds to facilitate the issuance, sale, resale, purchase, repurchase or payment of any of the Bonds or Refunding Bonds, including bond insurance, letters of credit and liquidity facilities.

Section 4. Not General Obligations. The principal of and interest on all Bonds and Refunding Bonds issued under this Agreement shall be payable solely from and secured by the net revenues of CIWW and from other funds of CIWW lawfully available therefore as provided in Section 28F.5, Iowa Code, or other applicable provisions of law, and the Bonds and Refunding Bonds shall not in any respect be general obligations of the Member Agencies, nor shall the

Member Agencies be in any manner liable by reason of such net revenues or other funds being insufficient to pay the Bonds and Refunding Bonds.

Section 5. Allocations of Debt Service. Following the issuance of the Bonds and Refunding Bonds and for so long as any of the Bonds and Refunding Bonds remain outstanding, the Debt Service thereon shall be allocated to the Member Agencies in accordance with this Agreement, and each Member Agency agrees to pay its share of such Debt Service allocated pursuant to Sections 6 and 7 of Article V, to CIWW at the times set forth in this Agreement. In the event of a failure by a Member Agency to make any payment due to CIWW as required under this section of the Agreement, which failure continues for a period of ten (10) days, the unpaid amount shall bear interest from the date due until paid at a rate equal to twelve percent (12%) per annum (or the maximum rate allowable by Iowa law, whichever is less). Failure to make a required payment which continues for a period of thirty (30) days shall constitute an Event of Default hereunder without further demand by CIWW and be subject to Article XXIII hereof.

Prior to any Bond or Refunding Bond sale, any Member Agency may make a cash payment for its estimated share, allocated in accordance with Section 7(b) or (c) of Article V, of one or more of the Capacity Expansion Project improvements to be financed or refinanced from the specific Bond or Refunding Bond issue. Upon Board acceptance of such Capacity Expansion Project, the Board shall reconcile the Member Agency's cash contribution to its actual share of the project costs as determined under this Agreement. The difference between the Member Agency's actual cost and its cash contribution shall be paid by or to the Member Agency within twelve (12) months.

Section 6. Restriction on Withdrawal. No Member Agency may withdraw or in any way terminate, amend or modify its obligations under this Agreement to the detriment of the holders of CIWW Bonds and CIWW Refunding Bonds while any CIWW Bonds and CIWW Refunding Bonds are outstanding and unpaid, and the provisions of Section 28F.3, Iowa Code, with respect thereto are hereby approved and accepted. Article XXII herein governs the limitations and processes for Member Agency withdrawal.

Section 7. Future Interpretation. The provisions of this Article are intended and shall be construed as to fully invoke the provisions of Chapter 28F, Iowa Code, with respect to the issuance of the Bonds and Refunding Bonds by the Board as described herein, and to reflect the full authorization, consent and agreement of the Member Agencies with respect thereto.

ARTICLE XVIII. ACQUISITION AND DISPOSITION OF PROPERTY

Section 1. Acquisition. In addition to asset transfers under Article XIII, CIWW may acquire such property as it needs to accomplish its purposes by purchase, gift, exchange, transfer, conveyance or otherwise, and shall hold all real, personal and intangible property which it acquires in its own name. To the full extent authorized by law and this Agreement, by authority of chapter 28E's joint exercise of Member Agencies' powers, privileges and authorities, Member Agencies hereby expressly delegate and empower CIWW to acquire real property or an interest therein for a public use or purpose related to CIWW's function by use of the power of eminent domain in accordance with Chapters 6A and 6B, Iowa Code. CIWW is authorized to bring an eminent domain

action in its own name, or CIWW may request a Member Agency to bring such action in its name on behalf of CIWW, provided CIWW shall fully reimburse the Member Agency for all costs of the proceeding, including reasonable attorneys' fees and damages to be paid to the owner of the property being so acquired, and all related administrative and legal expenses. In the event the Board determines not to pay the award made by the compensation commissioners and take possession of the property at the conclusion of the eminent domain proceedings or any appeal thereof, CIWW shall nevertheless reimburse the Member Agency for the costs and expenses, including any attorney fees or damages awarded to the property owner.

Section 2. Disposition. CIWW may dispose of any of its property and shall do so in the same manner as a city under Section 364.7, Iowa Code, provided, however, that any such transfer shall be subject to any rights of reversion provided by this Agreement, unless released or waived by the holder of the right of reversion. CIWW shall provide notice to any purchaser or recipient of CIWW property of any reversionary interests held by a Member Agency. All proceeds from the sale or disposition of property, no matter the origin of such property, shall be the property of CIWW, except for any payment made to any holder of a reversionary interest that is made in exchange for release of such reversionary interest.

ARTICLE XIX. WATER SHORTAGE PLAN

Section 1. Water Shortage Plan. The Water Shortage Plan attached as Schedule XIX-1 is hereby adopted by CIWW effective as of the Operational Commencement Date. Such Water Shortage Plan may be amended by the Board at any time.

Section 2. Adoption of Rules and Ordinances. Member Agencies shall enact water shortage provisions in their respective rules and ordinances to the extent necessary to comply with their obligations under the Water Shortage Plan.

ARTICLE XX. AMENDMENTS TO THIS AGREEMENT

Section 1. Amendments. This Agreement, including its Schedules, may be amended by action of the Board that is confirmed by Member Agency vote under Article XI, except that any amendment that effectively terminates this Agreement shall require the affirmative vote of two-thirds (2/3) of all Member Agencies.

Section 2. Board Modifiable Schedules. Notwithstanding Section 1 of this Article, the following Schedules may be updated or amended by vote of the Board and without a Member Agency vote: Schedule I-2, Schedule I-9, Schedule I-10, Schedule IV-1, Schedule IV-11, Schedule IV-12, Schedule IV-19, Schedule V-3, Schedule XIV-2, Schedule XIV-3, Schedule XV-2, and Schedule XIX-1 (the "Board Modifiable Schedules").

Section 3. Limits on Amendments to Terms and Schedules.

- (a) Notwithstanding Section 1 of this Article, for a period of seven (7) years from the Effective Date, no amendment shall be made without the unanimous consent of the Member Agencies to the following Articles, Sections and Schedules of this Agreement:
 - (i) The following section of Article I Purposes and Establishment of Legal Entity:
 - a. Section 14 Term and Period of Existence
 - (ii) The following section of Article III Limitations of Scope and CIWW Powers and Operations:
 - a. Section 1 Prohibited Activities
 - (iii) The following sections of Article IV CIWW Exclusive Supply Rights and Service Obligations and Transfer of Existing Facilities:
 - a. Section 1 Exclusive Supply Rights
 - b. Section 5 Limitations on Founding Agency Water Supply Activities
 - c. Section 7 Transfer and Operation of Existing Water Supply Facilities
 - d. Section 9 Repair, Replacement, Updating, Improvement and Expansion
 - e. Section 10 Saylorville Water Treatment Plant Expansion
 - f. Section 14 Total Service Agreements
 - g. Section 15 Wholesale Water Service Master Agreement
 - h. Section 16 Other Preexisting and Potential Future Wholesale Relationships
 - i. Section 18 Member Agency Obligations
 - (iv) The following sections of Article V Water Supply Facility Operating Contracts, and Capacity Expansion:
 - a. Section 1 Operating Contracts
 - b. Section 2 Actual Cost Recovery
 - c. Section 3 Initial Capacity Allocations
 - d. Section 4 Saylorville Expansion Capacity Allocations
 - e. Section 5 New Member Agency Allocations
 - f. Section 6 Capacity Expansions
 - g. Section 7 Costs of Member Agency Funded Capacity Expansions
 - (v) The following sections of Article VI Wholesale Rates to Member Agencies:
 - a. Section 1 Rates to Recover Costs
 - b. Section 2 Annual Determination of Revenue Requirement
 - c. Section 3 Volume and Max Day Demand of Member Agencies
 - d. Section 4 Individual Rates
 - e. Section 5 Charges for Excess Consumption
 - (vi) The following sections of Article VIII Governing Board:
 - a. Section 1 Governing Body
 - b. Section 2 Initial Composition of Board
 - c. Section 3 Size of Board

- d. Section 4 Additional Trustees
 - e. Section 11 Weighted Voting by Board
 - (vii) The entirety of Article XIII Transfer of Assets
 - (viii) The following sections of Article XX Amendments to this Agreement:
 - a. Section 1 Amendments
 - b. Section 3 Limits on Amendment to Terms and Schedules
 - (ix) The following section of Article XXII Withdrawal of Member Agencies:
 - a. Section 3 Restrictions and Limitations on Voluntary Withdrawal of Member Agencies
 - (x) The entirety of Article XXIV Extension and Termination of Agreement
 - (xi) The following schedules:
 - a. IV-7 Designated Water Supply Facilities
 - b. V-2 Costs Payable to Water Producing Member Agencies
 - c. V-5 Charges for Future Capacity Allocations
 - d. VI-2 Mandatory Rate Principles
 - e. VI-3 Assumptions Used to Estimate Volume of Unmetered Water Used by DMWW
 - f. VI-5 Charges for Excess Consumption
 - g. XIII-1 Asset Transfer Terms
 - h. XXII-3 Mandatory Exit Payments for Voluntary Termination of Agreement
- (b) Notwithstanding Section 1 of this Article, the Board and Member Agencies may not adopt, nor purport to adopt, any amendment to the Agreement that adversely affects any operating contract rights, asset transfer provisions, or rights of reversion of any Water Producing Member Agency as provided in this Agreement without the affirmative consent of the governing body of the affected Water Producing Member Agency. Affirmative consent for purposes of this section requires a resolution adopted by the governing body of the affected Water Producing Member Agency.

Section 4. Explanation of Amendment. An explanation of the reasons for any proposed amendment requiring a vote of the Member Agencies shall be adopted by the Board and shall be included in the transmission of the proposed amendment to the Member Agencies prior to their vote.

Section 5. Filing and Effectiveness. If any proposed amendment is approved as provided herein, the amendments shall be filed with the Iowa Secretary of State as required by Section 28E.8, Iowa Code, and shall be effective, unless the amendment otherwise provides, upon such filing. Any such amendment shall be binding upon all Member Agencies without further agreement or joinder by any Member Agency.

ARTICLE XXI. BEST EFFORTS/LIMITATION OF LIABILITY/INDEMNITY

Section 1. Disclaimers. The Founding Agencies agree that the Designated Water Supply Facilities and any CIWW facilities designed and constructed for or by CIWW are special purpose facilities. Neither CIWW, the Board, nor any of the Water Producing Member Agencies warrants or guarantees that the facilities existing as of the date of this Agreement or created under this Agreement have been, or will be designed or constructed to function efficiently or accomplish the purpose for which they are used or were designed. CIWW accepts, and shall at the time of asset transfer accept, all of the Designated Water Supply Facilities “as-is” and with all faults. CIWW acknowledges that no representations or warranties have been provided to CIWW regarding the Designated Water Supply Facilities, and CIWW takes such facilities at its own risk.

Section 2. Best Efforts. Each Member Agency agrees to cooperate in good faith with CIWW, the Board, and the other Member Agencies to exercise diligence in performing its obligations hereunder, and to use its best efforts to carry out the provisions of this Agreement. The Board will exercise the judgment that a public body generally exercises in the selection of the design engineer or engineers, letting the construction contracts, and in monitoring the actual construction of any new facilities.

Section 3. No Liability. Neither CIWW nor any Water Producing Member Agency shall be liable to any Member Agency by reason of any failure to provide any water services contemplated by this Agreement, or for any error of judgment on the part of the Board or any Water Producing Member Agency, except for any bad faith or willful disregard for the terms of this Agreement. CIWW agrees to defend and indemnify any Water Producing Member Agency from any claims brought by any Member Agency or any third party related to any failure to provide any water services contemplated by this Agreement, or for any error of judgment on the part of the Board or any Water Producing Member Agency, except for bad faith or willful disregard for the terms of this Agreement. The indemnity provided by this section includes CIWW’s payment of Water Producing Member Agency’s reasonable attorneys’ fees incurred in defending any action or claim.

Section 4. Limitations of Liability. NO PARTY (INCLUDING CIWW) SHALL BE LIABLE TO ANY OTHER PARTY UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR COSTS OF REPLACEMENT CAPITAL, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS SECTION DOES NOT LIMIT THE POWERS OF CIWW WITH RESPECT TO MEMBERS UNDER ARTICLE XV, NOR PRECLUDE ANY AVAILABLE REMEDIES OF CIWW AS TO MEMBERS SET FORTH IN ARTICLE XXIII.

Section 5. Indemnification. Each of the Member Agencies and CIWW (“Indemnifying Party”), to the fullest extent permitted by law, hereby agree to indemnify, defend, pay on behalf of, and hold harmless any other Member Agency and CIWW and their respective elected officials, as appointed officials, agents, employees and volunteers, and others working on behalf of such party (“Indemnitees”), against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys’ fees and

court costs, that may be asserted or claimed against, recovered from or suffered by the Indemnitees by reason of any injury or loss arising out of any wrongful act or omission of the Indemnifying Party, including, but not limited to, bodily injury or death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected to this Agreement. No party shall have any right of indemnity for damages or claims proximately caused by its own negligent or intentionally wrongful acts. Each party's agreements and obligations as set forth in this Section are applicable for the duration of and following expiration or termination of this Agreement, regardless of the manner of termination, and notwithstanding other provisions of this Agreement.

ARTICLE XXII. WITHDRAWAL OF MEMBER AGENCIES

Section 1. Duration of Membership. Each Founding Agency and each New Member Agency shall continue its membership until the Member Agency voluntarily terminates its membership herein, as hereafter provided. Any withdrawal by a Member Agency shall not constitute or cause termination of this Agreement.

Section 2. Voluntary Termination of Membership. Subject to the restrictions and limitations of Section 3 of this Article, a Member Agency may voluntarily withdraw from membership in CIWW on not less than five (5) years' written notice to the Board to be effective on the last day of the calendar year after the requisite period of notice has elapsed. In order to withdraw from membership, the governing authority of the Member Agency must adopt a resolution to withdraw, and a certified copy of the resolution to withdraw must be sent to the Board Chair, unless the Chair is a representative from the withdrawing Member Agency, in which case notice must be sent to the Vice-Chair.

Section 3. Restrictions and Limitations on Voluntary Withdrawal of Member Agencies.

- (a) The Member Agencies acknowledge that under current law no Member Agency may withdraw or in any other way terminate, amend or modify its obligations under this Agreement to the detriment of the holders of CIWW's issued Bonds while any of the Bonds are outstanding and unpaid. Accordingly, no withdrawal, termination, amendment, or modification of the obligations of a Member Agency under this Agreement shall be effective unless adequate provision is made in accordance with section 28F.3 for defeasance and/or payment of Member Agency's allocation of issued and outstanding Bonds, including without limitation payment in full of any unpaid Capital Call.
- (b) The Board, in its sole discretion, may require the Member Agency seeking withdrawal from this Agreement to pay to CIWW an amount determined by the Board to be necessary to fully fund the future payment obligations of the Member Agency with respect to Debt Service on all Bonds as allocated to the Member Agency under the provisions of this Agreement or any other future agreement related thereto.

- (c) Any Member Agency that voluntarily withdraws shall pay within thirty (30) days of the effective date of the termination of the Member Agency as a member of this Agreement: (i) a “Mandatory Exit Payment” calculated in the manner prescribed in Schedule XXII-3; (ii) reasonable attorneys’ fees incurred by CIWW related to the Member Agency’s withdrawal; and (iii) any costs incurred by CIWW to disconnect the departing Member from CIWW Water Supply Facilities.
- (d) A Member Agency that voluntarily withdraws from membership and participation in this Agreement relinquishes its rights to previously contributed capital, and to any reversionary interests in any assets transferred to CIWW. Any Member Agency that voluntarily withdraws is not entitled to any interest in any CIWW assets if after the Member Agency voluntarily withdraws, CIWW’s existence terminates as provided in this Agreement. The Member Agency voluntarily withdrawing is not entitled to compensation for the interests relinquished.

ARTICLE XXIII. DEFAULT AND REMEDIES

Section 1. Definition of Event of Default. “Event of Default” as to CIWW or any Member Agency means:

- (a) The failure to make payment as required under this Agreement or perform or observe any obligations or covenants under this Agreement, including without limitation any obligation of or relating to water service or under any Capital Call, except that an Event of Default under this subsection (a), other than a non-payment of debt service allocation as provided in Section 5 of Article XVII, shall not include a delay or failure of payment that is cured within thirty (30) days of a demand for payment, or any other failure of performance that is cured within ninety (90) days of a demand for cure or other corrective action;
- (b) The affirmative repudiation of any obligation of payment or of any covenant of this Agreement, or under any related agreement except that an Event of Default under this subsection (b) shall not include any such action that is cured within thirty (30) days of a demand for cure;
- (c) A receiver is appointed in relation to a Member Agency or CIWW, or in relation to any of the assets of a Member Agency or CIWW;
- (d) A Member Agency or CIWW becomes insolvent, fails or admits in writing its inability generally to pay its debts as they become due;
- (e) A Member Agency or CIWW makes a general assignment, arrangement or composition with or for the benefit of its creditors;

- (f) A Member Agency or CIWW institutes a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights;
- (g) A Member Agency or CIWW has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within ninety (90) days of the institution or presentation thereof.

Section 2. Member Agency Default and CIWW Remedy. Upon the occurrence of an Event of Default as defined in Section 1 of this Article by or attributable to any Member Agency, CIWW may, at the direction of the Board, give the Member Agency notice of default, and after any applicable period of cure has expired:

- (a) Suspend provision of water service to the defaulting Member Agency until such time as Member Agency shall cure the default;
or
- (b) Bring a claim in arbitration for damages under Section 4 of Article XXV, or if CIWW so elects, in one or more actions at law or in equity in the Iowa District Court for Polk County to the extent allowed by Section 5 and 6 of Article XXV; or
- (c) Exercise any other rights and remedies individually or collectively available to it by law or agreement.

Section 3. CIWW Default and Member Remedy. Upon the occurrence of an Event of Default, as defined in Section 1 of this Article by or attributable to CIWW that adversely affects any Member Agency, the Member Agency shall have the right, at the direction of its governing body, to give CIWW notice of default and after any applicable period of cure has expired:

- (a) Terminate its membership under Section 2 of Article XXII, without regard to the five-year notice provided therein, and cancel its contracts with CIWW;
- (b) Commence proceedings for an order of the Court for termination of this Agreement under Section 2(b) of Article XXIV;
- (c) Bring a claim in Arbitration under Section 4 of Article XXV or if the Member Agency so elects, bring one or more actions at law or in equity in the Iowa District Court for Polk County to the extent allowed by Sections 5 and 6 of Article XXV;
- (d) Exercise any other rights and remedies individually or collectively available to it by law or agreement.

ARTICLE XXIV. EXTENSION AND TERMINATION OF AGREEMENT

Section 1. Extension of Term. This Agreement may be extended beyond the termination date specified in Section 14 of Article I for an additional specified term not to exceed forty (40) years by written consent of not less than two-thirds (2/3) of the Member Agencies. Any Member Agencies that do not consent to such extension within ninety (90) days after receiving notice that the requisite number of Member Agencies have consented to the extension shall be deemed to have voluntarily terminated their membership as provided in Section 2 of Article XXII without further notice by such Member Agency, with such termination to be effective as of the date the period of notice expires.

Section 2. Termination Provisions. This Agreement may terminate earlier than the termination date only upon:

- (a) the requisite vote of the Board and the Member Agencies as provided by Article XI; or
- (b) A final order of a court having jurisdiction in an action by a Member Agency after a CIWW default where the Court finds that termination is warranted and in the best interests of the public.

Section 3. Disposal of Assets upon Termination. Upon termination of this Agreement after expiration of the Agreement's term, or for any other reason, the assets of CIWW that have not previously been disposed of by the Board shall, after payment in full of, or making provision for payment in full of all CIWW liabilities, be distributed to the Member Agencies as follows:

- (a) Each Member Agency shall be deemed to acquire, and thereafter to possess ownership interests in the CIWW Water Supply Facilities and assets in which it has a reversionary interest on the date of CIWW's termination. Such ownership by reversion shall be documented and confirmed by deed, assignment, or other conveyance documents issued by CIWW to be effective as of the date of termination. In each case, the ownership interest of a Member Agency in a particular CIWW Water Supply Facility or asset shall be equal to the reversionary interest retained by the Member Agency in the specific CIWW facility or asset, under the terms of this Agreement according to the record of reversionary interests maintained by the Board. Such interest shall be conveyed as a tenancy in common with the other Member Agencies to the extent any particular property or asset has any non-reversionary interests held by CIWW on the date of termination, including without limitation by reason of Capacity Expansions after the Asset Transfer Date.
- (b) Dual Use Assets shall revert to the Operating Contractor using them for Water Distribution purposes as of the date of termination. Any Dual Use Asset used for Water Distribution Purposes by multiple Member Agencies shall revert to such Member Agencies as tenants in common.

- (c) Except to the extent provided in Subsection (a) and Subsection (b) of this Section, all of the other assets and properties of CIWW, including without limitation Capacity Expansions constructed by CIWW after the Asset Transfer Date, shall be distributed to the Member Agencies as tenants in common in proportion to their respective Allocated Capacities as of the date of termination, subject to any reversionary interest of any Member Agency under Subsection (a) of this Section. Such distribution shall be documented and confirmed by deed, assignment, or other conveyance documents issued by CIWW to be effective as of the date of termination.
- (d) The distribution of assets under this Section 3 shall be subject to an equitable interest in favor of each entity that is a Member Agency on the date of termination of this Agreement that entitles each such entity to continue to be served by the output of water produced by the assets on a proportionate basis to the extent of their respective Allocated Capacities. Dual Use Assets shall be subject to an equitable interest in favor of continued use for Water Supply Activity by Member Agencies. Such service entitlement and continued use shall be on reasonable terms and conditions established among the parties by good faith negotiation, or if they fail to so agree, may be enforced by equitable proceedings commenced in the Iowa District Court for Polk County.

ARTICLE XXV. GENERAL

Section 1. Provisions to be Severable. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the invalidity of any such provision shall not affect the other provisions of this Agreement that can be given effect without the provision determined to be invalid, and to that end, the provisions of this Agreement are severable.

Section 2. Insurance. CIWW shall procure and maintain its own insurance to cover applicable risk, including, but not limited to, cyber, property, casualty, and workers' compensation insurance. CIWW shall require all contractors and subcontractors to have and maintain bonds and insurance in applicable contract documents. The insurance maintained by CIWW and the insurance required of contractors and subcontractors to CIWW shall be established by the Board from time to time. Each Member Agency shall procure such insurance covering the Member Agency's risks as the Member Agency may determine. CIWW and each Member Agency waive subrogation for all claims, suits, damages, and demands that are covered by their own insurance, including but not limited to cyber, property, casualty, and workers' compensation insurance.

Section 3. Notices. Notices which CIWW or its Member Agencies are authorized or required to give one another pursuant to this Agreement shall be in writing and may be personally delivered, may be sent by ordinary mail or delivery service to the addresses for such party reflected in the records of CIWW, or may be sent by electronic means, including email. Notice by personal delivery, by delivery service, or by electronic means shall be effective upon actual receipt. Mailed notices shall be effective and deemed to be received by the party to whom directed three (3) days after deposit in the United States mail.

Section 4. Arbitration.

- (a) CIWW and all Member Agencies agree that any challenge to rates or to any modification to the CIWW Capital Plan adopted by action of the Board and approved by the Member Agencies and any claims for money damages arising between or among them with regard to matters within the scope of this Agreement shall be submitted to mandatory, binding arbitration at the request of any party. A request for arbitration must be in the form of a written notice requesting arbitration. Such notice shall identify each disputed matter to be submitted to arbitration. In the absence of agreement by the parties to the contrary, the question or questions to be arbitrated shall be those specified in the notice requesting arbitration.
- (b) If the parties agree, there may be one arbitrator. If they fail to agree on a single arbitrator, there shall be three arbitrators, one named in writing by the party or parties requesting arbitration, one named in writing by the adverse party or parties, and the third chosen by the first two arbitrators so chosen.
- (c) The party or parties requesting arbitration shall choose an arbitrator within ten (10) days following the parties' decision that they will not agree to use one arbitrator. Failure to do so shall be deemed a waiver of its request for arbitration. If the adverse party or parties desire to appoint a different arbitrator, they shall name their arbitrator within ten (10) days following the receipt of notice of the naming of the first arbitrator. The two arbitrators first chosen shall name the third arbitrator within ten (10) days following the selection of the second arbitrator. Extensions of the time periods to select arbitrators shall not be unreasonably withheld if requested prior to the original deadlines above. Should any party refuse or neglect to supply the arbitrators with any papers or information requested in writing by the arbitrators, the arbitrators are empowered to proceed ex parte. The parties shall agree on the rules to govern the conduct of the arbitration, but in the absence of such an agreement, the most recently published commercial arbitration rules of the American Arbitration Association shall be deemed to apply. The arbitrator or arbitrators must provide a minimum of thirty (30) days' notice before the date set for any hearing on the merits of the dispute.
- (d) No one shall be qualified to act as an arbitrator if service in such role would create a conflict of interest. Each arbitrator selected shall be qualified by experience and knowledge of the matter to be submitted to arbitration. Conflicts of interest include, but are not limited to: (i) current service on the board, commission, council, or other governing body of CIWW or any Member Agency that is a party to the dispute; (ii) current employment, either as an employee or independent contractor, by CIWW or any Member Agency; (iii) employment, either as an employee or independent contractor, within the last five (5) years by CIWW or any Member Agency; (iv) any prior participation in negotiations related to the dispute; (v) any direct involvement in the dispute, including as a witness to relevant facts; and (vi) other circumstances that would materially impair the ability of the individual to serve as a neutral arbitrator.

- (e) If there is one arbitrator, the award of the sole arbitrator shall be binding; if three, the agreed upon award of any two shall be binding. The award may be set aside only for reasons permitted under Iowa law.
- (f) The award of the arbitrator or arbitrators shall be in writing and separately state the factual and legal analysis relied upon to reach the decision, and it shall not be open to objection on account of the form of the proceeding or the award.
- (g) The arbitrator or arbitrators may retain special counsel for the purpose of conducting the arbitration proceedings and preparing the arbitration award. In selecting special counsel, the arbitrator or arbitrators may not retain any attorney who has represented CIWW or a Member Agency within the last five (5) years.
- (h) The costs of arbitration and reasonable attorneys' fees for both parties shall be paid by the party requesting arbitration if it does not prevail in said arbitration proceedings. If the party requesting arbitration prevails in the arbitration proceedings, the cost of arbitration shall be shared equally by the parties. Costs of the arbitration include, but are not limited to, fees to the arbitrator or arbitrators, special counsel fees, and any other costs of the proceeding, but excluding reasonable attorneys' fees. If the party requesting arbitration prevails, each party shall be responsible for its own attorneys' fees. Unless CIWW is a party to the arbitration, CIWW will not be liable for any costs or fees related to the arbitration, except CIWW's own reasonable attorneys' fees if such fees are necessary.
- (i) All Member Agencies consent that any award granted through arbitration will be confirmed in the Iowa District Court for Polk County.

Section 5. Specific Performance. In addition to any other remedies available under applicable law, CIWW, the Board, and each Member Agency shall have the right to the equitable remedy of specific performance to enforce compliance with any provision of this Agreement.

Section 6. Actions in Court. Except for disputes covered by Section 4 of this Article XXV requiring arbitration, any Party may bring an action in Court for declaratory relief, for specific performance, or for any equitable remedy. Any such action shall be brought in the Iowa District Court in Polk County. EACH PARTY WAIVES TRIAL BY JURY IN ANY SUCH ACTION.

Section 7. Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages under this Agreement and covenants that it will use reasonable efforts to minimize any damages it may incur as a result of an Event of Default involving any other Party.

Section 8. No Third Party Benefit and Limitation. Neither the provisions of this Agreement nor the provisions of any agreement that CIWW may have with any Member Agency or any other public or private agency shall inure to the benefit of any other entity, or any individual resident, taxpayer, or ratepayer of any Member Agency. Except as expressly provided in this Agreement, neither this Agreement nor any agreement that CIWW may have with any Member Agency or any other public or private agency may be the basis of a claim or cause of action on behalf of any other person or entity against any Member Agency or any of their respective residents, taxpayers, or ratepayers.

Section 9. Entire Agreement. This Agreement, including the Schedules attached hereto, is the entire agreement between the parties respecting the formation and operation of CIWW. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly approved and executed amendment to this Agreement.

Section 10. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

Section 11. Partnership Disclaimer. Nothing in this Agreement is intended nor shall be construed as in any way creating or establishing a partnership between the parties hereto, nor as constituting any party as an agent or representative of the other for any purpose or in any manner, other than as specified herein.

Section 12. Counterparts. This Agreement may be executed in multiple counterparts, each of which so executed shall be deemed to be an original.

Section 13. Force Majeure. No party shall be liable for any failure to perform any or all of the provisions of this Agreement if and to the extent performance has been delayed or prevented by reason of any cause beyond the reasonable control of such party. The expression “cause beyond the reasonable control” and the term “Force Majeure” as used in this Agreement shall mean and be deemed to include, but not be limited to acts, regulations, laws, or restraints imposed by any governmental official or body; wars, hostilities, sabotage, riots, or commotions; acts of God; pandemic; or fires, floods, storms, or lightning.

Section 14. Service Territories. The retail service territories of Member Agencies, and any transfers of retail customers or territories between Member Agencies shall be governed by applicable state and federal statutes, including but not limited to Sections 357A.2 and 357A.21, Iowa Code, and other applicable law, except as they may otherwise expressly agree. Provided, however, in the event of a written agreement between Member Agencies, as identified on Schedule XXV-14 or entered into after the date of this Agreement, the written agreement shall control and nothing in this Agreement shall supersede the agreement between those Member Agencies.

Section 15. Territory Disputes Among Members. Each Member Agency agrees that it will negotiate in good faith with respect to any claims or disputes with other Member Agencies concerning their respective retail service territories and any other water utility operations matters. No Member Agency shall commence any legal action against any other Member Agency to resolve any such claim or dispute unless it has first conducted mediation of such claim or dispute with a neutral mediator selected by the Executive Director for a period of not less than thirty (30) days. The parties to any such mediation shall be deemed to have agreed to the tolling of any applicable statute of limitations during the pendency of any mediation under this provision.

ARTICLE XXVI. DEFINITIONS

Section 1. Definitions. For purposes of this Agreement, the following words and phrases shall have the following meanings:

- (a) “Additional Trustee” is defined in Section 4 of Article VIII.
- (b) “Agreement” shall mean this 28E/28F Agreement, as the same may be amended and supplemented from time to time.
- (c) “Allocated Capacity” is defined in Section 3 of Article V.
- (d) “Annual Budget” is defined in Article XV.
- (e) “ASR” shall mean aquifer storage and recovery.
- (f) “Board” shall mean the CIWW board of trustees created under this Agreement.
- (g) “Board Modifiable Schedules” is defined in Section 2 of Article XX.
- (h) “Bonds” shall mean any and all bonds, notes, loans or lease agreements, interim obligations, or other obligations issued by CIWW as authorized under Chapter 28F, Iowa Code, or any other applicable provision of law, for the purposes authorized under Chapter 28F, Iowa Code, to finance the costs of facilities and improvements to the CIWW Water Supply Facilities described in this Agreement.
- (i) “Capacity Expansion” and “Capacity Expansion Project” are defined in Section 6 of Article V.
- (j) “Capacity Lease Charges” is defined in Schedule VI-5.
- (k) “Capital Contributions” shall mean funds provided to capitalize CIWW by Member Agencies either by Initial Capital Contribution, Capital Call or otherwise.
- (l) “Capital Call” is defined in Section 3 of Article XV.
- (m) “CIWW” means the Central Iowa Water Works entity established and operating as described in this Agreement.
- (n) “CIWW Capital Plan” means any modified capital plan adopted after the Initial CIWW Capital Plan under Section 2 of Article XV.
- (o) “CIWW Long Range Plan” is defined in Section 1 of Article VII.
- (p) “CIWW Water Supply Facilities” means all facilities used by CIWW to produce, store, or transport water.

- (q) “Core Network” means the system of Water Supply Facilities created and owned by DMWW as defined in the Purchased Capacity Master Agreement that is included in the assets to be transferred under this Agreement, and any additions made thereto and expansions constructed after the Operational Commencement Date.
- (r) “Debt Service” means the aggregate annual principal (whether at maturity or pursuant to sinking fund redemption requirements), interest and other payments (including insurance costs, liquidity charges, letter of credit fees, auction agent and remarketing fees and broker-dealer fees) allocated to Member Agencies in connection with outstanding Bonds or Refunding Bonds of CIWW, or other debt obligations of CIWW for the period or periods in question; provided however, that payments on Bonds which have been advance refunded and defeased shall be excluded, as shall payments on Bonds which are to be made from capitalized interest or from other funds escrowed or deposited with a third party and pledged exclusively to the repayment of said Bonds.
- (s) “Designated Water Supply Facilities” is defined in Section 7 of Article IV.
- (t) “Dual Use Asset” is defined in Section 3 of Article XIII.
- (u) “Effective Date” is defined in Section 12 of Article I.
- (v) “Emergency Member Agency Assessments” is defined in Section 5 of Article XV.
- (w) “Event of Default” is defined in Section 1 of Article XXIII.
- (x) “Excess Consumption” is defined in Section 5 of Article VI.
- (y) “Executive Director” means the CEO and General Manager of CIWW, selected as provided in Section 1 of Article XIV.
- (z) “Force Majeure” is defined in Section 13 of Article XXV.
- (aa) “Founding Agencies” is defined in the Preamble to the Agreement.
- (bb) “Indemnifying Party” is defined in Section 5 of Article XXI.
- (cc) “Indemnitees” is defined in Section 5 of Article XXI.
- (dd) “Initial Budget” is defined in Section 2 of Article XV.
- (ee) “Initial Capital Contributions” is defined in Section 9 of Article I.
- (ff) “Initial CIWW Capital Plan” is defined in Section 2 of Article XV.

- (gg) “Interest Rate Agreement” means, to the extent permitted by applicable law, an interest rate swap or exchange agreement, an agreement establishing an interest rate floor or ceiling or both (including options to enter into or cancel the agreement or to reverse or extend the agreement), currency exchange, cap, collar, forward, hedge or similar agreement entered into by the Board to moderate or manage the interest rate or exchange rate risk respecting any of the Bonds or Refunding Bonds.
- (hh) “Iowa Code” shall mean the Code of Iowa (2023), as the same may be amended and supplemented from time to time.
- (ii) “Joint Capital Project” is defined in Section 9 of Article V.
- (jj) “Legal Counsel” is defined in Section 4 of Article XIV.
- (kk) “Mandatory Exit Payment” is defined in Section 3 of Article XXII.
- (ll) “Member Agency / Member Agencies” is defined in Section 4 of Article I.
- (mm) “New Member Agency” is defined in Section 4 of Article I.
- (nn) “Operational Commencement Date” is defined in Section 13 of Article I.
- (oo) “Prospective Member Agency” is defined in Section 1 of Article XII.
- (pp) “Purchased Capacity Master Agreement” is defined in Section 15 of Article IV.
- (qq) “Refunding Bonds” means any bonds, notes, loan agreements or other obligations issued by CIWW for the purposes of refunding any of the Bonds under the provisions of Article XVII, Section 3(b) hereof.
- (rr) “Revenue Requirements” is defined in Section 1 of Article VI.
- (ss) “Total Service Agreement” is defined in Section 14 of Article IV.
- (tt) “Water Distribution Activity” is defined in Section 2 of Article IV.
- (uu) “Water Distribution Facilities” is defined in Section 3 of Article IV.
- (vv) “Water Producing Member Agency” and “Water Producing Member Agencies” are defined in Section 7 of Article IV.
- (ww) “Water Supply Activity” is defined in Section 2 of Article IV.
- (xx) “Water Supply Facilities” is defined in Section 3 of Article IV.

Additional terms defined in the Schedules have the meaning assigned in the Schedules.

ARTICLE XXVII. EXECUTION OF AGREEMENT

Section 1. Passage of Resolution. A Founding Agency or other Member Agency shall become a party hereto by the passage of a resolution by its governing body approving this Agreement and authorizing execution of the same by its officers. This Agreement shall become effective upon such approval, and execution of a counterpart by all of the Founding Agencies and filing of the executed Agreement as required by law.

Section 2. Signature Pages. Each Founding Agency approving this Agreement shall execute the separate signature page provided for it. The parties authorize counsel to any Founding Agency to assemble the signature pages of all signatory parties and to append them to copies of this Agreement for filing with the Iowa Secretary of State.

[Signature Pages Follow]

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

By: _____
Andrea Bolton, Board Chairperson

ATTEST:

Ted Corrigan, CEO and General Manager

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this _____ day of _____, 202____, before me, a Notary Public in and for the State of Iowa, personally appeared Andrea Bolton and Ted Corrigan to me personally known, and, who being by me duly sworn, did say that they are the Board Chairperson and the CEO and General Manager of the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA, that no seal has been procured by the entity; that the attached instrument was signed on behalf of the said entity by authority of its Board as contained in the resolution adopted by the Board on the ____ day of _____, 202____, and that Andrea Bolton and Ted Corrigan acknowledged the execution of the instrument to be the voluntary act and deed of the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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

By: _____
Scott Brennan, Chair

ATTEST:

Christina Murphy, General Manager and Secretary

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this _____ day of _____, 202____, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, and, who being by me duly sworn, did say that they are the Board Chair and the Secretary of the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF WEST DES MOINES, IOWA, that no seal has been procured by the entity; that the attached instrument was signed on behalf of the said entity by authority of its Board as contained in the resolution adopted by the Board on the ____ day of _____, 202____, and that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF WEST DES MOINES, IOWA, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF ANKENY, IOWA

(SEAL)

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the CITY OF ANKENY, IOWA, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF CLIVE, IOWA

(SEAL)

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew D. Graham, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the CITY OF CLIVE, IOWA; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the _____ day of _____, 202____, and that John Edwards and Matthew D. Graham acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF JOHNSTON, IOWA

(SEAL)

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the CITY OF JOHNSTON, IOWA, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF GRIMES, IOWA

(SEAL)

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the CITY OF GRIMES, IOWA, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF NORWALK, IOWA

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the CITY OF NORWALK, IOWA, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF POLK CITY, IOWA

(SEAL)

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the CITY OF POLK CITY, IOWA, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF WAUKEE, IOWA

(SEAL)

By: _____
Courtney Clark, Mayor

ATTEST:

Rebecca D. Schuett, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the CITY OF WAUKEE, IOWA, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

WARREN WATER DISTRICT

(SEAL)

By: _____

ATTEST:

By: _____

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the _____ and _____, respectively of the WARREN WATER DISTRICT, a rural water district organized and existing under Chapter 357A, Iowa Code, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said District, and that said instrument was signed and sealed on behalf of said District by authority and resolution of its Board and said persons acknowledged said instrument to be the free act and deed of said District by it voluntarily executed.

Notary Public in and for the State of Iowa

XENIA RURAL WATER DISTRICT

(SEAL)

By: _____
Dan Lovett, Chairperson

ATTEST:

Peter Jensen, Secretary

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the _____ and _____, respectively of the XENIA RURAL WATER DISTRICT, a rural water district organized and existing under Chapter 357A, Iowa Code, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said District, and that said instrument was signed and sealed on behalf of said District by authority and resolution of its Board and said persons acknowledged said instrument to be the free act and deed of said District by it voluntarily executed.

Notary Public in and for the State of Iowa

CONSENT AND APPROVAL

This Agreement is consented to and approved by United States Department of Agriculture, Rural Development, as of the ____ day of _____ 202____.

USDA RURAL DEVELOPMENT

By: _____
Program Director
Rural Utilities and Community Facilities

**SCHEDULE I-2
FOUNDING DATA**

A. HISTORIC ANNUAL FINISHED WATER REQUIREMENTS

Member	Annual Demand in Millions of Gallons					Five-Year Average
	2018	2019	2020	2021	2022	
Ankeny	2,053.270	1,980.672	2,446.297	2,253.334	2,497.238	2,246.162
Clive	669.093	630.973	698.917	733.048	708.084	688.023
DMWW	8,792.664	8,639.098	8,759.255	9,125.502	9,214.623	8,906.228
Johnston	748.274	762.712	820.081	869.177	822.323	804.513
Grimes	648.114	536.634	542.878	652.932	654.552	607.022
Norwalk	299.976	320.817	418.642	423.545	419.307	376.457
Polk City	176.252	192.558	230.128	198.496	200.616	199.610
UWU	1,536.328	1,541.656	1,691.490	1,773.936	1,821.323	1,672.947
Warren Water District	602.704	643.547	628.457	625.806	642.937	628.690
Waukee	596.345	614.201	728.623	799.649	840.129	715.789
WDMWW	2,775.840	2,557.970	2,810.655	2,895.342	2,825.989	2,773.159
Xenia	727.232	667.829	705.625	747.278	741.075	717.808
Total	19,626.092	19,088.667	20,481.048	21,098.045	21,388.196	20,336.408

Notes:

All figures are calendar year totals expressed in million gallon units.

**SCHEDULE I-2
FOUNDING DATA**

B. HISTORIC MAXIMUM DAY UTILIZATION OF CAPACITY

Member	Historic Maximum Day Utilization					Five-Year Average
	2018	2019	2020	2021	2022	
Ankeny	8.736	8.034	9.141	8.508	8.528	8.589
Clive	4.098	3.563	3.877	4.158	4.008	3.941
DMWW	45.145	40.835	42.763	45.563	46.763	44.214
Johnston	5.374	4.975	4.877	5.027	4.793	5.009
Grimes	3.887	3.665	3.386	2.808	3.080	3.365
Norwalk	1.831	1.779	2.216	2.722	2.865	2.283
Polk City	1.409	1.307	1.170	1.047	1.147	1.216
UWU	10.038	8.997	10.269	10.122	10.557	9.997
Warren Water District	2.674	2.656	2.467	2.824	3.290	2.782
Waukee	3.632	3.594	3.770	4.281	4.274	3.910
WDMWW	15.513	13.243	13.478	13.773	13.925	13.986
Xenia	2.881	2.667	2.803	3.065	2.893	2.862
Total	105.218	95.315	100.217	103.898	106.123	102.154

Notes:

All figures are calendar year maximums expressed in million gallon per day units.

**SCHEDULE I-9
INITIAL CAPITAL CONTRIBUTIONS**

Initial Capital Contributions are start-up funds that are contributed by the Founding Agencies to provide the initial capitalization of CIWW that has been deemed required for commencement of CIWW activities.

Member	Five-Year Average Demand (MG)	% of Total	Initial Capital
Ankeny	2,246.162	11.045%	\$ 220,900
Clive	688.023	3.383%	\$ 67,660
DMWW	8,906.228	43.795%	\$ 875,900
Johnston	804.513	3.956%	\$ 79,120
Grimes	607.022	2.985%	\$ 59,700
Norwalk	376.457	1.851%	\$ 37,020
Polk City	199.610	0.982%	\$ 19,640
UWU	1,672.947	8.226%	\$ 164,520
Warren Water District	628.690	3.091%	\$ 61,820
Waukee	715.789	3.520%	\$ 70,400
WDMWW	2,773.159	13.636%	\$ 272,720
Xenia	717.808	3.530%	\$ 70,600
Total	20,336.408	100.000%	\$ 2,000,000

**SCHEDULE I-10
REIMBURSABLE START-UP EXPENSES**

The expenses below were incurred by Member Agencies on behalf of CIWW prior to the Effective Date of this Agreement. Such expenses shall either be reimbursed to the Member Agency that paid the expenses, or if the expenses are paid with proceeds of SRF indebtedness, such indebtedness shall be assumed by CIWW. Cash payments shall be made within twelve (12) months after the Operational Commencement Date.

Description of Engagement benefitting CIWW	Vendor	WDMWW	UWU	Total
Development of initial financial model	FCS	\$ 141,360	\$ 141,360	\$ 282,720
Future plant site evaluation	HDR	\$ 451,023	\$ -	\$ 451,023
Development of 28E/F by bond counsel	Dorsey & Whitney	\$ 15,000	\$ 15,000	\$ 30,000
Set up of financial model and cost estimates per 28E language	PFM	\$ 100,000	\$ -	\$ 100,000
Total Estimate		\$ 707,383	\$ 156,360	\$ 863,743

Note: Expenses incurred by DMWW on behalf of CIWW prior to the Effective Date of this Agreement were sufficiently budgeted and recovered in water rates and no reimbursement to DMWW is therefore required.

SCHEDULE IV-1
EXCEPTIONS TO EXCLUSIVE SUPPLY RIGHTS AND SERVICE OBLIGATIONS

- A. Warren Water District shall continue to service and DMWW shall continue to purchase water for DMWW's service area Greenbrier Estates subdivision.
- B. Warren Water District (Warren) and Xenia Rural Water District (Xenia) serve large geographic areas which may necessitate serving portions of their respective service areas from a source other than CIWW. For this reason, exceptions to the exclusivity and service obligation requirements of this Agreement have been developed as outlined in this Schedule.

Warren and Xenia have each submitted the attached existing service area map of territory currently served from the DMWW system, which shall define the areas to be exclusively served by CIWW unless modified as provided in this Schedule

At such time that Warren or Xenia wishes to expand their service area served from CIWW or wishes to serve a portion of their existing service area from a source other than CIWW, it shall petition the Technical Committee for CIWW review and approval of the change. The approval of the Technical Committee shall be granted unless the Technical Committee finds that the request is unreasonably burdensome to CIWW in the conduct of its regional mission. Any denial of such request shall be subject to the dispute resolution provisions of this Agreement. The Board shall modify this Schedule based on any change approved by the Technical Committee.

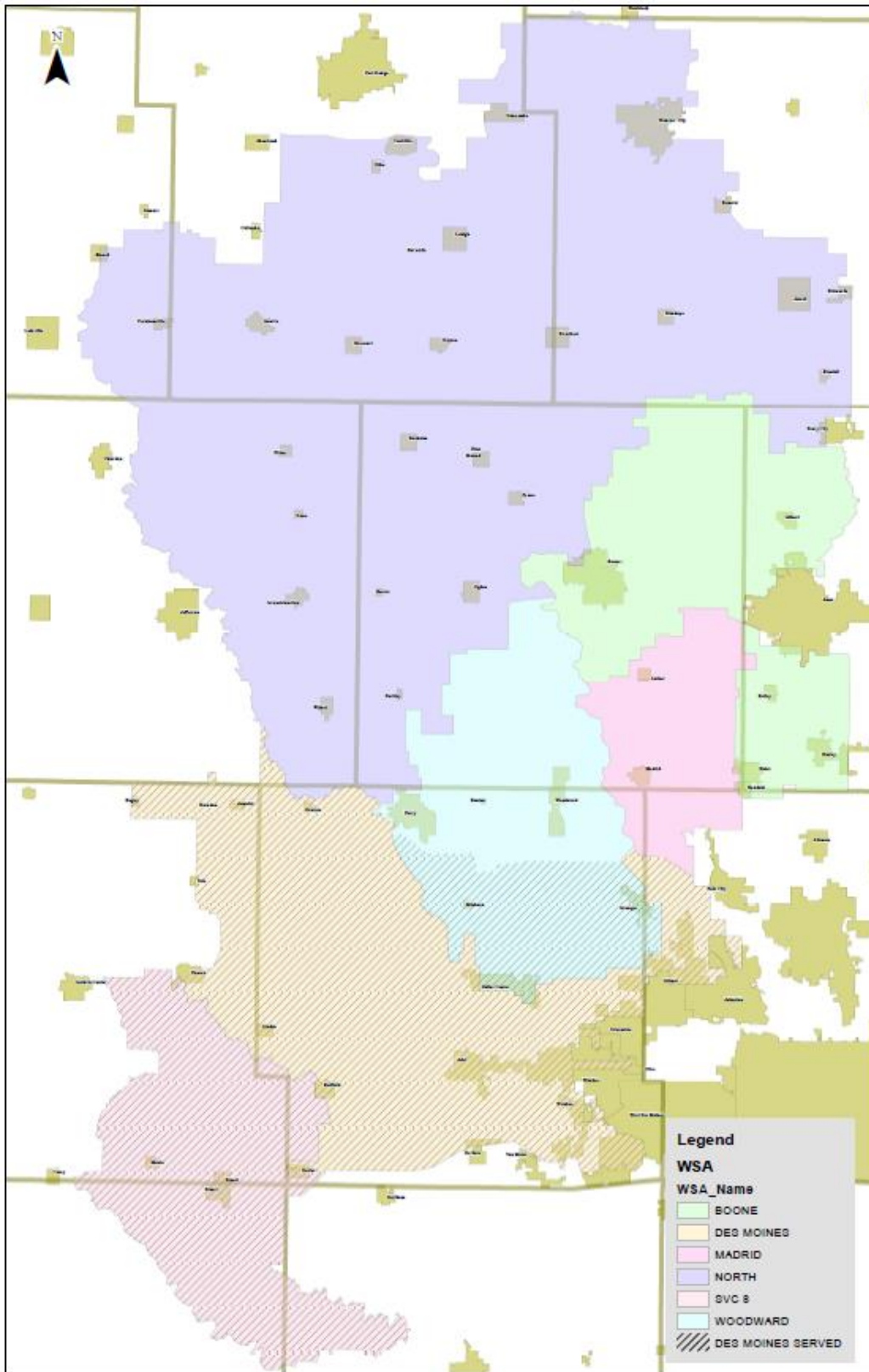
Warren or Xenia shall provide a minimum of three-month's notice prior to planned implementation of the change in service area to be served from CIWW.

Service areas must be served from a source (CIWW or other) on a full calendar year basis for at least two full years. No seasonal changes which would result in peaking off the CIWW system shall be allowed, and no return to CIWW service shall be allowed for territory removed from CIWW service, for at least such minimum two-year term. The provisions of this paragraph shall be waived in the event of an emergency situation.

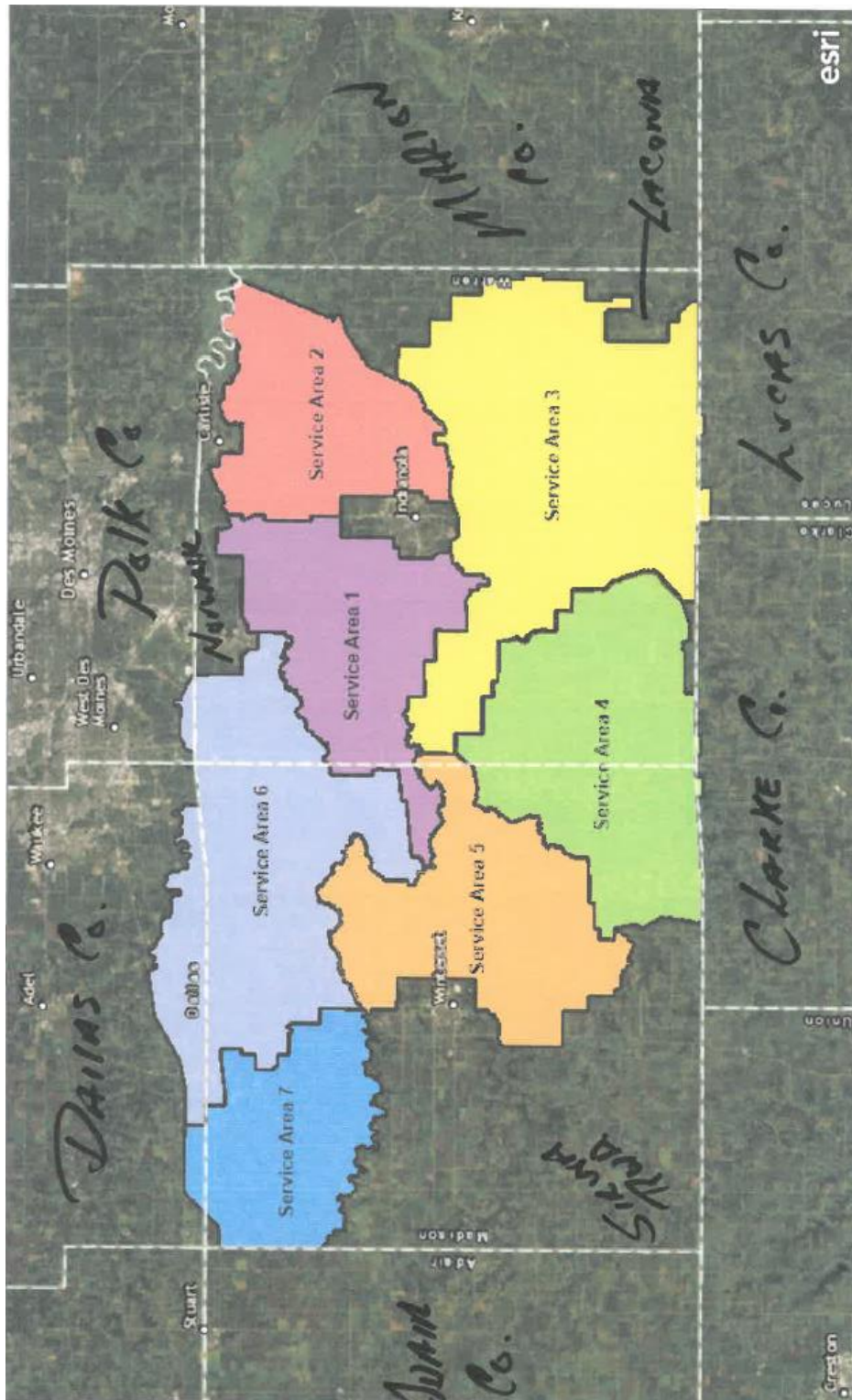
Warren and Xenia shall also have the right to serve additional incorporated areas within their service area as total service or wholesale customers if those incorporated areas do not have ready access to the Core Network transmission system.

All expansions of service territory and/or service to additional total service or wholesale customers must be accomplished within Warren or Xenia's duly allocated capacity within the CIWW regional system.

XENIA RURAL WATER DISTRICT – SERVICE TERRITORY



WARREN WATER DISTRICT – SERVICE TERRITORY



SCHEDULE IV-6 SERVICE OBLIGATION STANDARDS

CIWW shall have an obligation to make reasonable provision to meet all drinking water production requirements of the Member Agencies as needed, subject to mechanical failures, unforeseen events, or circumstances within the definition of Force Majeure, and subject to the exceptions stated in Schedule IV-1.

The following standards shall further define such service obligation:

- CIWW shall plan for delivery of each Member Agency's Allocated Capacity and shall not be required to deliver any more than any Member Agency's Allocated Capacity, or to serve geographic areas for certain Member Agencies serving primarily unincorporated areas beyond existing territories connected to the Des Moines system as shown in boundary maps in Schedule IV-1, as revised from time to time, without express Board approval.
- CIWW shall expand its capacity pursuant to its Long Range Plan contingent on available financing and funding.
- CIWW shall provide for sufficient water pressures and delivery points, both of which shall be determined in coordination with the Member Agencies.
- CIWW shall not deny service to any Member Agency that requests it so long as the requests are made reasonably in advance and consistent with adopted CIWW Long Range Plan and Capacity Expansions.
- CIWW's curtailments in service, if any, shall be made pursuant to the Water Shortage Plan.
- CIWW shall strive to meet all applicable state and federal water quality regulations; but in a situation where it fails to do so, it will provide timely notice to all affected Member Agencies.

The level of service provided by CIWW to Member Agencies shall be supported by rates, determined under Article VI and the principles set forth in Schedule VI-2, that are reasonably related to CIWW's actual costs, at levels determined by its Board to be sufficient to pay all CIWW expenses and obligations, to establish and maintain reasonable and adequate financial and operating reserves, and to provide for the current and future financing of CIWW's capital projects.

**SCHEDULE IV-7
DESIGNATED WATER SUPPLY FACILITIES**

**ALL INSTRUMENTS OF TRANSFER WILL BE EXECUTED ON OR BEFORE THE
OPERATIONAL COMMENCEMENT DATE.**

Function*	Facility Name / Asset Description	Owner	Note
INCLUDED ASSETS			
MTR	Wholesale Meters	DMWW	1.
SOS	Infiltration Gallery	DMWW	2.
SOS	Raccoon River Intake	DMWW	3.
SOS	Des Moines River Intake	DMWW	4.
SOS	Des Moines River Pump Station	DMWW	5.
SOS	Saylorville Lake Storage Rights	DMWW	6.
SOS	McMullen Water Treatment Plant Shallow Alluvial Wells	DMWW	7.
SOS	Maffitt Reservoir and Grounds	DMWW	8.
SOS	Crystal Lake	DMWW	9.
SOS	Purple Martin Lake Water Resource Area	DMWW	10.
SOS	Hallett Lake	DMWW	11.
SOS	Saylorville Water Treatment Plant Radial Collector Wells	DMWW	12.
SOS	AC Ward Jordan Aquifer Wells	WDMWW	13.
SOS	AC Ward Alluvial Aquifer Wells	WDMWW	14.
SOS	Polk City Pleistocene Aquifer Wells	Polk City	15.
SOS	Grimes Jordan Aquifer Wells	Grimes	16.
SOS	Grimes Alluvial Aquifer Wells	Grimes	17.
SOS	Urbandale Raw Water Quarries	UWU	18.
STO	Army Post Road ASR Well	DMWW/ WDMWW	19.
STO	LP Moon ASR Well	DMWW	20.

STO	McMullen ASR Well	DMWW	21.
STO	98 th Street Tower	WDMWW	22.
STO	Tenny Standpipe	DMWW	23.
BPS	LP Moon Pumping Station and Ground Storage Reservoir	DMWW	24.
BPS	Polk County Pumping Station and Ground Storage Reservoir	DMWW	25.
BPS	Joint Maffitt Lake Booster Station	DMWW/WDMWW	26.
BPS	NW 26 th St. Booster Station	DMWW	27.
BPS	Xenia Booster Station at LP Moon	Xenia/Waukee	28.
TMT	Fleur Drive Water Treatment Plant	DMWW	29.
TMT	Laboratory	DMWW	30.
TMT	McMullen Water Treatment Plant	DMWW	31.
TMT	Saylorville Water Treatment Plant	DMWW	32.
TMT	AC Ward Water Treatment Plant	WDMWW	33.
TMT	Grimes Water Treatment Plant	Grimes	34.
TMT	Polk City Water Treatment Plant	Polk City	35.
TRN	Core Network Transmission and Raw Water Mains	DMWW	36.

The forgoing list of “Included Assets” is exclusive and exhaustive. The only assets to be transferred are those, and only those, expressly enumerated above and described in the notes thereto. All assets that are not Included Assets are reserved by the Parties and shall not be transferred.

The assets to be retained by the parties specifically include, but are not limited to, the following enumerated Excluded Assets, which are listed for avoidance of doubt. Other assets not listed as Excluded Assets, will also be retained. The omission of any assets from the list of Excluded Assets shall create no inference or presumption that it is, or should be deemed to be, an Included Asset.

Notwithstanding the foregoing, the lists of Included Assets and Excluded Assets and the terms and provisions of transfer set forth in this Schedule and Schedule XIII-1 shall be subject to revision to correct manifestly erroneous omission or inclusion or any other mistake that frustrates the intent of the express provisions of this Agreement.

EXCLUDED ASSETS

STO	Ankeny ASR Wells	Ankeny	37.
STO	Waukee ASR Well	Waukee	38.
STO	Grimes ASR Well	Grimes	39.
STO	Wilchinski Standpipe	DMWW	40.
STO	Joint Eastside Tower	DMWW	41.
BPS	Nollen Booster Station and Standpipe	DMWW	42.
BPS	Hazen Booster Station and Tower	DMWW	43.
BPS	Urbandale Booster Station	UWU	44.
BPS	Waukee Booster Station	Waukee	45.
BPS	Norwalk Booster Station	Norwalk	46.
BPS	Airport Booster Station	DMWW	47.
BPS	Delaware Booster Station	Ankeny	48.
BPS	Roosevelt Booster Station	DMWW	49.
BPS	SE Polk Alleman Booster Station	DMWW	50.
BPS	SE Polk Bondurant Booster Station	DMWW	51.
PARK	Des Moines Water Works Park and Adjacent Lands	DMWW	52.
ADMIN	DMWW General Office Building	DMWW	53.
ADMIN	DMWW Grounds Shop	DMWW	54.
ADMIN	WDMWW General Office Building	WDMWW	55.

*MTR = Meters; BPS = Booster/Pumping Station; SOS = Sources of Supply; STO = Storage; TMT = Treatment Facilities; TRN= Transmission Network

ALL TRANSFERS OF ASSETS SHALL BE SUBJECT TO THE RIGHTS OF REVERSION AS PROVIDED IN THE AGREEMENT TO WHICH THIS SCHEDULE IS ATTACHED AND ALL INSTRUMENTS OF TRANSFER SHALL CONTAIN PROVISIONS TO DOCUMENT SUCH REVERSION.

EXCEPT AS OTHERWISE NOTED ALL TRANSFERS SHALL BE SUBJECT TO ALL EXISTING EASEMENTS, LEASES, LICENSES, 28E AGREEMENTS AND OTHER AGREEMENTS

NOTES TO INCLUDED ASSETS

1. Ownership of all existing **Wholesale Meters** used by DMWW to meter water used by wholesale customers that will become Member Agencies shall be transferred to CIWW for the purpose of metering water for sale from CIWW to the Member Agency. Meter pits and other Connection Facilities will remain the property of the Member Agency and the Member Agency will continue to have maintenance responsibility for those facilities.

The transfer of the Wholesale Meters shall be effected by delivery of a bill of sale by DMWW to CIWW, providing for transfer of the Wholesale Meters “as is” and in place.

2. Ownership of the **Infiltration Gallery** located within Des Moines Water Works Park and Adjacent Lands, which collects raw water to serve the Fleur Drive Water Treatment Plant shall be transferred to CIWW. The Infiltration Gallery gathers alluvial ground water from along the Raccoon River. The Infiltration Gallery, as used herein, consists of all gallery piping, manholes, valves, valve chambers, air shafts, tunnel, land flooding station (2803 George Flag Parkway), flooding station piping, and other miscellaneous facilities necessary to make the Infiltration Gallery available for the collection of alluvial ground water as a source of raw water for the Fleur Drive Water Treatment Plant. The transfer shall include all Infiltration Gallery facilities currently in use and any such facilities not currently in use. DMWW shall retain ownership and use of the grounds which comprise the Des Moines Water Works Park and Adjacent Land. See Note 52 below.

The transfer of the Infiltration Gallery shall be effected by delivery of a bill of sale, by DMWW to CIWW, providing for transfer of the Infiltration Gallery facilities “as is” and in place. A permanent easement for use, access, maintenance, improvement, repair, replacement, and expansion of all such facilities, above and below ground, within appropriate easement areas on land owned by DMWW shall be granted to CIWW, subject to continued reasonable use of the easement area for DMWW purposes, including park purposes, and subject to the payment by CIWW to DMWW on an annual basis, an easement fee reimbursing DMWW for a reasonable portion of DMWWs’ actual costs of maintenance and upkeep of the areas utilized by CIWW pursuant to the easement. All related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

3. Ownership of the **Raccoon River Intake**, located in Des Moines Water Works Park, which collects raw water to serve the Fleur Drive Water Treatment Plant shall be transferred to CIWW. The Raccoon River Intake, as used herein, consists of the intake wet well, traveling screens, power, controls, water service, raw water piping, and other miscellaneous facilities necessary to make the Raccoon River Intake available for the use and benefit of CIWW for the collection of Raccoon River water as a source for the Fleur Drive Water Treatment Plant.

DMWW shall retain ownership and use of the grounds which comprise the Des Moines Water Works Park and Adjacent Land. See Note 52 below.

The transfer of the Raccoon River Intake shall be effected by delivery of a bill of sale, by DMWW to CIWW, providing for transfer of the Raccoon River Intake facilities “as is” and in place. A permanent easement for use, access, maintenance, improvement, repair, replacement, and expansion of all such facilities, above and below ground, within an appropriate easement area on land owned by DMWW shall be granted to CIWW, subject to continued reasonable use of the easement area for DMWW purposes, including park purposes. All related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

4. Ownership of the **Des Moines River Intake** located adjacent to the Des Moines River in Prospect Park in Des Moines, which serves the Fleur Drive Water Treatment Plant shall be transferred to CIWW. The Des Moines River Intake, as used herein, consists of an intake structure including traveling screens, source water piping, and other miscellaneous utilities and facilities necessary to make the Des Moines River Intake available for the use and benefit of CIWW for the collection of Des Moines River water as a source for the Fleur Drive Water Treatment Plant. The intake structure is located on property owned by the United States of America pursuant to a fifty (50) year easement granted November 12, 1980.

The transfer of the Des Moines River Intake shall be effected by delivery of a bill of sale, by DMWW to CIWW, providing for transfer of such facilities “as is” and in place. The existing easement with the United States of America shall be assigned by DMWW to CIWW, subject to any required approval. All other related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

5. Ownership of the **Des Moines River Pump Station**, located at 2000 Prospect Road in Des Moines, which serves the Fleur Drive Water Treatment Plant shall be transferred to CIWW. The Des Moines River Pump Station, as used herein, consists of a pump station building and other miscellaneous utilities and facilities necessary to make the Des Moines River Pump Station available for the use and benefit of CIWW for the pumping of Des Moines River water as a source for the Fleur Drive Water Treatment Plant. The pumping station occupies ground owned by the City of Des Moines under a Grant of Management and Control instrument dated July 28, 1980, which is recorded in the real estate records of Polk County, Iowa at Book 5028, Page 482.

The transfer of the Des Moines River Pump Station shall be effected by delivery of a quit claim deed to the building and a bill of sale for other facilities, by DMWW to CIWW, providing for transfer of Des Moines River Pump Station facilities “as is” and in place. The existing Grant of Management and Control shall be assigned by DMWW to CIWW, subject to any required consent by the City of Des Moines. All other related easements, agreements, and other related rights will be assigned by DMWW to CIWW and shall be assumed by CIWW.

6. Ownership of DMWW’s **Saylorville Reservoir Storage Rights** shall be transferred to CIWW. A contract dated May 26, 1982, between the State of Iowa and the United States of America provides the State rights related to a quantity of water stored in Saylorville Reservoir under

certain conditions. A related contract between DMWW and the State of Iowa, also dated May 26, 1982, provides rights to DMWW to a portion of the State's stored water.

The contract between DMWW and the State of Iowa will be assigned to CIWW subject to approval by the State of Iowa and the Secretary of the Army, and assumption by CIWW of DMWW's obligations thereunder.

7. Ownership of the **McMullen Water Treatment Plant Shallow Alluvial Wells** shall be transferred to CIWW. The shallow alluvial wells include radial collector wells 1, 2, 3, 4, 5, and 6 in addition to one horizontal collector well, all located on the grounds of the McMullen Water Treatment Plant adjacent to the Raccoon River north of the McMullen Water Treatment Plant. The shallow alluvial wells, as used herein, consist of well caissons, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the shallow alluvial wells available for the use and benefit of CIWW for the collection of alluvial ground water as a source for the McMullen Water Treatment Plant.

The transfer of the McMullen Water Treatment Plant Shallow Alluvial Wells shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW as part of the transfer documents pertaining to the transfer of the McMullen Water Treatment Plant as described in Note 31. The transfer shall be "as is" and in place. All related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

8. Ownership of **Maffitt Reservoir and Grounds** shall be transferred to CIWW. Maffitt Reservoir serves as a source of supply for the McMullen Water Treatment Plant during times of low alluvial well yield or poor water quality. Maffitt Reservoir, as used herein, consists of a tract of land and a reservoir, earthen dam, overflow works, fill and withdrawal piping works, protected watershed surrounding the reservoir, roads, shelter houses, restrooms, shop building and other facilities necessary to make Maffitt Reservoir available for the use and benefit of CIWW as a source of raw water for the McMullen Water Treatment Plant. During the term of the Initial Operating Contract DMWW will continue to maintain the grounds surrounding Maffitt Reservoir as a protected watershed and park open to the public at CIWW's expense, as part of the water supply operations provided to CIWW. Following the term of the Initial Operating Contract, the CIWW Board may decide to discontinue maintenance of the protected watershed as a park.

The transfer of the Maffitt Reservoir shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW as part of the transfer documents pertaining to the transfer of the McMullen Water Treatment Plant as described in Note 31. The transfer shall be "as is" and in place. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

9. Ownership of **Crystal Lake** shall be transferred to CIWW. Crystal Lake serves as a source of supply for the McMullen Water Treatment Plant. Water is pumped from the Raccoon River into Crystal Lake (a former gravel pit) where after 30 to 40 days of detention time, nitrate concentrations are typically reduced by half. Crystal Lake as used herein consists of a tract of land and a water storage basin of approximately 60 surface acres, pumping facilities and piping

to withdraw water from the Raccoon River and deliver it to the lake, pumping and piping facilities to withdraw water from Crystal Lake and deliver it to the McMullen Water Treatment Plant, and other facilities necessary to make Crystal Lake available for the use and benefit of CIWW as a source of raw water for the McMullen Water Treatment Plant. This site also includes a truck scale and drying area used in the processing of lime residuals.

The transfer of Crystal Lake shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW as part of the transfer documents pertaining to the transfer of the McMullen Water Treatment Plant as described in Note 31. The transfer shall be “as is” and in place. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

10. Ownership of **Purple Martin Lake Water Resource Area** shall be transferred to CIWW. Purple Martin Lake Water Resource Area, as used herein, consists of a tract of land containing a former gravel pit lake that is currently managed by the State of Iowa as a part of Walnut Woods State Park. It is the next link in the chain of lakes concept which is intended to provide large quantities of low-nitrate source water to the McMullen Water Treatment Plant. The area includes a former gravel pit lake not yet connected to the other lakes in the chain but offers future potential for increased low-nitrate source water capacity. Purple Martin Lake Water Resource Area property is currently managed as a unit of Walnut Woods State Park by the Iowa Department of Natural Resources under an agreement with DMWW dated December 10, 2015. This agreement will be transferred to CIWW and will remain in effect until the end of the current term on December 31, 2025. Subsequently the CIWW Board will have the option to extend or terminate the Agreement.

The transfer of Purple Martin Lake Water Resource Area shall be effected by delivery of a quit claim deed by DMWW to CIWW. The transfer shall be “as is” and in place and subject to the above-described agreement. The Agreement with the Iowa Department of Natural Resources and all other easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

11. Ownership of **Hallett Lake** shall be transferred to CIWW. Hallett Lake as used herein consists of a tract of land containing a former gravel pit lake. It is the last link in the chain of lakes concept which is intended to provide large quantities of low-nitrate source water to the McMullen Water Treatment Plant. Hallett Lake is not yet connected to the other lakes in the chain but offers future potential for increased low-nitrate source water capacity. This site includes two storage buildings.

The transfer of Hallett Lake shall be effected by delivery of a quit claim deed by DMWW to CIWW. The transfer shall be “as is” and in place. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

12. Ownership of the **Saylorville Water Treatment Plant Radial Collector Wells** shall be transferred to CIWW. The Saylorville Water Treatment Plant Radial Collector Wells include radial collector wells 1 (IGS GeoSam well number 73469) and 2 (IGS GeoSam well number 73471) located adjacent to the Des Moines River south of the Saylorville Water Treatment

Plant. The radial collector wells, as used herein, consist of well caissons, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the radial collector wells available for the use and benefit of CIWW for the collection of alluvial ground water as a source for the Saylorville Water Treatment Plant. The Saylorville Radial Collector Wells are located on property owned by the United States of America and managed by the Department of the Army pursuant to a fifty (50) year easement granted on September 22, 2006.

The transfer of the Saylorville Water Treatment Plant Radial Collector Wells shall be effected by delivery of a bill of sale, by DMWW to CIWW, providing for transfer of such facilities “as is” and in place. The existing easement with the United States of America shall be assigned by DMWW to CIWW subject to written approval by the District Engineer, US Army Engineering District, Rock Island, Illinois, and assumption by CIWW of DMWW’s obligations thereunder. All other related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

13. Ownership of the **AC Ward Jordan Aquifer Wells** shall be transferred to CIWW. Included are the following deep wells:

Well #1	1505 Railroad Ave – Plant Campus	IGS GeoSam well number 19416
Well #3	Raccoon River Park – City Park	IGS GeoSam well number
Well #4	300 S. 16 th St – South Well Field	IGS GeoSam well number 54956
Well #26	1701 Railroad – City Park	IGS GeoSam well number 85507

The deep wells as used herein consist of buildings, well casings, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the deep wells available for the use and benefit of CIWW for the collection of water as a source for the AC Ward Treatment Plant.

The transfer of the AC Ward Jordan Aquifer Wells shall be effected by delivery of a bill of sale, by WDMWW to CIWW, providing for transfer of such facilities “as is” and in place. Any existing easements, agreements, water withdrawal permits, rights, and claims will be assigned by WDMWW to CIWW and shall be assumed by CIWW.

14. Ownership of the **AC Ward Alluvial Aquifer Wells** shall be transferred to CIWW. Included are the following shallow wells:

Well #5	1505 Railroad Ave – Plant Campus
Well #6 thru #8	300 S. 16 th St – South Well Field
Well #14 thru #21	2900 Grand Ave
Well #22 thru #25	2500 Grand Ave

The shallow alluvial wells, as used herein, consist of buildings, well casings, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the shallow alluvial wells available for the use and benefit of CIWW for the collection

of alluvial ground water as a source for the AC Ward Treatment Plant. These wells are located on land owned by the City of West Des Moines/WDMWW.

The transfer of the AC Ward Alluvial Aquifer Wells shall be effected by delivery of a bill of sale, by WDMWW to CIWW, providing for transfer of such facilities “as is” and in place. Any existing easements, agreements, water withdrawal permits, rights, and claims will be assigned by WDMWW to CIWW and shall be assumed by CIWW.

15. Ownership of the **Polk City Pleistocene Aquifer Wells** shall be transferred to CIWW. Included are the following wells:

Well #4 IGS GeoSam well number 41483
Well #5 IGS GeoSam well number 56834

The Pleistocene Aquifer Wells, as used herein consist of well heads, well casings, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the Pleistocene Aquifer Wells available for the use and benefit of CIWW for the collection of ground water as a source for the Polk City Water Treatment Plant. These wells are located on land owned by the Tournament Club of Iowa subject to easement agreements dated January 16, 2022.

The transfer of the Polk City Pleistocene Aquifer Wells shall be effected by delivery of a bill of sale, by the City of Polk City to CIWW, providing for transfer of such facilities “as is” and in place. Any existing easements, agreements, water withdrawal permits, rights, and claims will be assigned by the City of Polk City to CIWW and shall be assumed by CIWW.

16. Ownership of the **Grimes Jordan Aquifer Wells** shall be transferred to CIWW. Included are the following deep wells:

Jordan Well NW 121st Street IGS GeoSam well number 91788
Jordan Well 1801 N James Street IGS GeoSam well number 77074

The deep wells as used herein consist of a well head, well casings, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the deep wells available for the use and benefit of CIWW for the collection of water as a source for the Grimes Water Treatment Plant.

The transfer of the Grimes Jordan Aquifer Wells shall be effected by delivery of quit claim deeds and a bills of sale by the City of Grimes to CIWW as part of the transfer documents pertaining to the transfer of the Grimes well field as described in Note 17 and the Grimes Water Treatment Plant as described in Note 34 to CIWW, providing for transfer of such facilities “as is” and in place. Any existing easements, agreements, water withdrawal permits, rights, and claims will be assigned by the City of Grimes to CIWW and shall be assumed by CIWW.

17. Ownership of the **Grimes Alluvial Aquifer Wells** shall be transferred to CIWW. Three shallow alluvial aquifer wells are located north of Grimes in Polk County along NW 121st Street in the Grimes well field.

The shallow alluvial wells, as used herein, consist of a tract of land and well heads, well casings, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the shallow alluvial wells available for the use and benefit of CIWW for the collection of alluvial ground water as a source for the Grimes Water Treatment Plant. These wells are located on land owned by the City of Grimes. One of the Grimes Jordan Aquifer Wells also occupies this same tract of land.

The transfer of the Grimes Alluvial Aquifer Wells shall be effected by delivery of a quit claim deed and a bill of sale, by the City of Grimes to CIWW, providing for transfer of such facilities “as is” and in place. Any existing easements, agreements, water withdrawal permits, rights, and claims will be assigned by the City of Grimes to CIWW and shall be assumed by CIWW.

18. Ownership of the **Urbandale Raw Water Quarries** located adjacent to the Des Moines River in Johnston shall be transferred to CIWW. The Urbandale Raw Water Quarries as used herein consist of a tract of land containing former gravel pit lakes. The property was acquired by UWU as a potential future raw water source and has potential future value for such use but is currently not being used for water supply.

The transfer of Urbandale Raw Water Quarries shall be effected by delivery by UWU of a quit claim deed to CIWW. The transfer shall be “as is” and in place. All related easements, agreements, water withdrawal permits, rights, and claims will be assigned by UWU to CIWW and shall be assumed by CIWW.

19. Ownership of the **Army Post Road ASR Well** located at 5470 Willow Creek Avenue in Des Moines shall be transferred to CIWW. The Army Post Road ASR Well, as used herein, consists of a tract of land and a Jordan Aquifer well (IGS GeoSam well number 81129), submersible pump and motor, pitless adapter, ASR building with chemical storage and feed, and a standby emergency generator. ASR wells are used to store treated drinking water in the Jordan Aquifer during times when excess treatment capacity is available and to recover treated drinking water during times when additional capacity is needed to meet demands. This ASR well was constructed under an agreement between DMWW and WDMWW. Per that agreement, WDMWW paid much of the cost of the well in exchange for receiving a 3.0 MGD regional capacity credit. This credit allowed the use of up to 3.0 MGD of capacity in a designated area without using purchased capacity. WDMWW and DMWW will each receive credit in the asset transfer calculation for their respective investment in the well. Once the well is transferred to CIWW, the regional capacity credit agreement will terminate, and this ASR well will be a regional asset delivering capacity to the Core Network during recovery.

The transfer of the Army Post Road ASR Well shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of the Army Post Road ASR Well site and facilities “as is,” in place, and subject to existing third party rights of use.

All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW, except as cancelled as set forth above.

20. Ownership of the **LP Moon ASR Well** located at 2501 NW 156th Street in Clive shall be transferred to CIWW. The LP Moon ASR Well, as used herein, consists of a Jordan Aquifer well (IGS GeoSam well number 59746), submersible pump and motor, ASR building with chemical storage and feed, and a standby emergency generator. ASR wells are used to store treated drinking water in the Jordan Aquifer during times when excess treatment capacity is available and to recover treated drinking water during times when additional capacity is needed to meet demands. This ASR Well is a regional facility delivering water directly to the Core Network. This facility is located on the LP Moon Pumping Station and Ground Storage Reservoir site to be transferred as described in Note 24.

The transfer of the LP Moon ASR Well shall be effected by delivery of a quit claim deed as defined in Note 24 and a bill of sale by DMWW to CIWW, providing for transfer of the LP Moon ASR Well site, and facilities “as is,” in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

21. Ownership of the **McMullen ASR Well** located adjacent to the McMullen Water Treatment Plant site shall be transferred to CIWW. The McMullen ASR Well, as used herein, consists of a tract of land and a Jordan Aquifer well (IGS GeoSam well number 63127), submersible pump and motor, and ASR building with chemical storage and feed. ASR wells are used to store treated drinking water in the Jordan Aquifer during times when excess treatment capacity is available and to recover treated drinking water during times when additional capacity is needed to meet demands. This ASR Well is a regional facility delivering water to the filter effluent chamber of the McMullen Water Treatment Plant.

The transfer of McMullen ASR Well shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW as part of the transfer documents pertaining to the transfer of the McMullen Water Treatment Plant as described in Note 31. The transfer shall be “as is” and in place. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

22. Ownership of the **98th Street Tower** located at 1675 98th Street in West Des Moines will transfer to CIWW. The 98th Street Tower, as used herein, consists of a tract of land, a 2.5 MG elevated water tower, and cellular telephone equipment which occupies the tower by lease agreement. This facility stores water for Clive, Waukee, and West Des Moines. Operational and maintenance costs will continue to be shared by the participants based on an existing agreement dated 1993.

The transfer of the 98th Street Tower shall be effected by delivery of a quit claim deed and a bill of sale by WDMWW to CIWW, providing for transfer of the 98th Street Tower site and facilities “as is,” in place, and subject to existing third party rights of use. All related easements, agreements, including cellular telephone equipment agreements, rights, and claims will be assigned by WDMWW to CIWW and shall be assumed by CIWW.

23. Ownership of the **Tenny Standpipe** located at 4006 Merle Hay Road in Des Moines shall be transferred to CIWW. The Tenney Standpipe, as used herein, consists of a tract of land and a 4.1 MG standpipe. This facility “floats” on the Core Network system and is critical to operational flexibility of the system. The Urbandale Booster Station and an associated meter pit occupy a portion of this site pursuant to rights derived from DMWW. Cellular telephone equipment is mounted on two monopoles and in two control buildings which occupy a portion of this site pursuant to easements and agreements with DMWW. All such easements and agreements will transfer to CIWW subject to CIWW assuming responsibilities under the agreements.

The transfer of the Tenney Standpipe shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of Tenney Standpipe site and facilities “as is,” in place, and subject to existing use of UWU and other third parties. All related easements, agreements, including cellular telephone equipment agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

24. Ownership of the **LP Moon Pumping Station and Ground Storage Reservoir** located at 2501 NW 156th Street in Clive shall be transferred to CIWW. The LP Moon Pumping Station, as used herein, consists of a tract of land and a pump station building which houses pumps that serve Clive, Waukee, and West Des Moines, pumps that serve Urbandale and Xenia, chemical feed equipment, electric and controls equipment, and a standby emergency generator. The 6.0 MG ground storage reservoir on the same site shall also be transferred to CIWW. Operational and maintenance costs for the pumping station and ground storage reservoir will continue to be billed to the participants based on volume of water used and an existing agreement dated May 26, 1992. The LP Moon ASR Well described in Note 20 and the Xenia Booster Station at LP Moon described in Note 28 both also occupy a portion of this site.

The transfer of the LP Moon Pumping Station and Ground Storage Reservoir shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of LP Moon Pumping Station and Ground Storage Reservoir facilities “as is,” in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

25. Ownership of the **Polk County Pumping Station and Ground Storage Reservoir** located at 6071 NE 14th Street, Des Moines, shall be transferred to CIWW. The Polk County Pumping Station, as used herein, consists of a pump station building which houses pumps that serve Ankeny and pumps that serve unincorporated Polk County, electrical and controls equipment, and a standby emergency generator. This facility delivers water to Ankeny and unincorporated Polk County. Ownership of the 5.0 MG ground storage reservoir on the same site shall also be transferred to CIWW. Operational and maintenance costs for the pumping station and grounds will continue to be billed to the participants based on an existing Water and Service Agreement dated August 1, 1988. This property is occupied pursuant to a permanent easement granted by Polk County, which easement is recorded in the real estate records of Polk County, Iowa at Book 6132, Page 578. This easement and agreements will transfer to CIWW.

The transfer of the Polk County Pumping Station shall be effected by delivery of a bill of sale and assignment of the easement set forth above by DMWW to CIWW, providing for transfer of Polk County Pumping Station facilities “as is,” in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

26. Ownership of the **Joint Maffitt Lake Booster Station** located at 1379 Adams Street, West Des Moines, shall be transferred to CIWW. The Joint Maffitt Lake Booster Station is located at the Maffitt Water Treatment Plant site to be transferred as provided in Note 31, and as used herein, consists of a booster station building which houses pumps that serve Cumming and Norwalk and pumps that serve West Des Moines, electric and controls equipment, and a standby emergency generator. This facility delivers water to Cumming, Norwalk, and West Des Moines. Operational and maintenance costs for the booster station and grounds will continue to be billed to the participants based on a 28E Agreement filed August 24, 2017, and a 28E Agreement Amendment filed December 7, 2017. The 28E Agreements will transfer to CIWW subject to existing rights per the 28E Agreements.

The transfer of the Joint Maffitt Lake Booster Station shall be effected by delivery of a quit claim deed as described in Note 31 and by a bill of sale from DMWW to CIWW and bill of sale from WDMWW to CIWW, providing for transfer of Joint Maffitt Lake Booster Station “as is,” in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

27. Ownership of the **NW 26th Street Booster Station** located at 2567 NW 72nd Place shall be transferred to CIWW. The NW 26th Street Booster Station as used herein, consists of a tract of land, a booster station building which houses pumps that serve both Polk City and unincorporated Polk County, electric and controls equipment, and a standby emergency generator. This facility delivers water to Polk City and unincorporated Polk County. Operational and maintenance costs for the booster station and grounds will continue to be billed to the participants based on terms of the 28E Agreement filed March 3, 2018. This agreement will transfer to CIWW subject to existing rights per the 28E Agreement.

The transfer of the NW 26th Street Booster Station shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of NW 26th Street Booster Station site and facilities “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

28. Ownership of the **Xenia Booster Station at LP Moon** shall be transferred to CIWW. The Xenia Booster Station at LP Moon, as used herein, consists of a booster station building which is jointly owned by Waukee and Xenia. Operational and maintenance costs for the booster station will continue to be billed to the participants served by the facility based on terms of the 28E Agreement filed April 3, 2019. This facility is located on the LP Moon Pumping Station and Ground Storage Reservoir site to be transferred as described in Note 27. The facility

occupies the site pursuant to a 28E Agreement with DMWW. This agreement will transfer to CIWW subject to existing rights per the 28E Agreement.

The transfer of the Xenia Booster Station at LP Moon shall be effected by delivery of a quit claim deed as described in Note 24 and by delivery of quit claim deeds by Waukee and Xenia to CIWW, and bills of sale by DMWW, Waukee, and Xenia to CIWW, providing for transfer of the Xenia Booster Station at LP Moon facilities “as is,” in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

29. Ownership of the **Fleur Drive Water Treatment Plant** located at 408 Fleur Drive, Des Moines, shall be transferred to CIWW. The Fleur Drive Water Treatment Plant, as used herein, consists of building and facilities located on land owned by DMWW that is to be retained in ownership by DMWW and that comprise a 75 MGD conventional lime softening treatment plant with nitrate removal. The Fleur Drive Water Treatment Plant includes West High Lift Building B, Pumping Station Building C (including East Low Lift – infiltration gallery pumps, fluoride feed, polyphosphate feed, control center, break room, locker rooms, offices, etc.), Nitrate Removal Facility Building D (including sodium hypochlorite storage and feed, salt storage, etc. and a related force sewer main for discharge disposal), Filter Building E (including lime/soda ash/alum storage, backwash tank, slaker room, etc.), West Low Lift Building J (Raccoon River pumps), Sludge Pump Building K (including sludge concentrator), CO₂ Building M (including CO₂ storage tanks), Lime Sludge Dewatering Building N, Chemical Feed Building R (including ferric chloride feed), Carbon Feed Building S (including powdered activated storage tanks), truck scale, backwash tank, 10 MG clear well, Water Works owned medium voltage transformers, switch gear and 3,300 KW standby generator, and other miscellaneous facilities necessary to make the Fleur Drive Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water.

The transfer of the Fleur Drive Water Treatment Plant shall be effected by delivery of a quit claim deed for each included building, but not its underlying land, by DMWW to CIWW and a bill of sale, by DMWW to CIWW, providing for transfer of all of the above described facilities “as is” and in place. A permanent easement for use, access, maintenance, improvement, repair, replacement, and expansion of all such facilities, above and below ground, within a permanent easement area, to be defined as the area enclosed by the flood protection levee shall be granted by DMWW to CIWW, subject to continued reasonable use of the easement area for DMWW purposes, and subject to the payment by CIWW to DMWW on an annual basis an easement fee reimbursing DMWW for a reasonable portion of DMWW’s actual costs of maintenance and upkeep of the areas utilized by CIWW pursuant to the easement. It is intended that CIWW and DMWW will enter into a 28E Agreement governing the ongoing use, maintenance, cost sharing, and mutual accommodations required for the location of their respective facilities located within the easement area and their shared use of such site.

All related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

30. Ownership of the **Laboratory** at the Fleur Drive Water Treatment Plant shall be transferred to CIWW. The Laboratory Building will be included in the instruments of transfer as set forth in Note 29. All laboratory facilities and equipment shall be transferred by bill of sale “as is” and in place from DMWW to CIWW. The Laboratory shall provide laboratory services related to distribution activity of Member Agencies on a fee for service basis at cost.
31. Ownership of the **McMullen Water Treatment Plant** located at 12223 SW Maffitt Lake Road shall be transferred to CIWW. The McMullen Water Treatment Plant, as used herein, consists of a tract of land and a 25 MGD conventional lime softening treatment plant. The McMullen Water Treatment Plant includes a Chemical Building (including unloading, storage and feed equipment for lime, powdered activated carbon, ferric chloride, CO₂, fluoride, sodium hypochlorite, and polyphosphate), Splitter Box, Up-flow Clarifiers, Filter Building, 5.0 MG Clearwell, High Service Pump Building, (including two 1,800 KW standby generators and transfer switch), Backwash Lagoon, Lime Residual Lagoons, residuals drying area, and other miscellaneous facilities necessary to make the McMullen Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water. Portions of the Maffitt site are subject to farming licenses. Various joint use facilities are in use under 28E Agreements and other agreements.

The transfer of the McMullen Water Treatment Plant shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of the McMullen Water Treatment Plant and all related facilities, which shall include the McMullen Raw Water Collection Wells, Maffitt Reservoir, Crystal Lake, McMullen ASR Well, and the Joint Maffitt Lake Booster Station as described in Notes 7, 8, 9, 21 and 26, “as is,” in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

32. Ownership of the **Saylorville Water Treatment Plant** located at 6500 NW 26th Street in Polk County shall be transferred to CIWW. The Saylorville Water Treatment Plant, as used herein, consists of a tract of land and a 10 MGD dual membrane plant. The Saylorville Water Treatment Plant includes a Pretreatment Structure, Treatment Plant Building (including ultra filtration membranes, reverse osmosis membranes, chemical storage and feed system, high lift pumping, 5.0 MG Clearwell, lagoons, and other miscellaneous facilities necessary to make the Saylorville Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water. All of the properties and assets of the Saylorville Expansion Project, including treatment facilities, collector wells, and transmission facilities shall be included as part of the Saylorville Water Treatment Plant for purposes of transfer to CIWW.

The transfer of the Saylorville Water Treatment Plant shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of the Saylorville Water Treatment Plant and all related facilities “as is,” in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

33. Ownership of the **AC Ward Water Treatment Plant** Located at 1505 Railroad Ave, West Des Moines shall be transferred to CIWW. The AC Ward Water Treatment Plant as used

herein, consists of buildings and facilities located on land owned by the City of West Des Moines/WDMWW that is to be retained in ownership by the City of West Des Moines/WDMWW and that comprise a 10 MGD conventional lime softening treatment plant. The AC Ward Water Treatment Plant includes Building #1 Plant Building (filters, CO2 feed system and tank, lab and equipment, SCADA controls, security controls but not administrative offices and board room), Building #2 Sludge Room (including pumps), Building #3 Chemical Feed (including lime/soda ash/ferric chloride/sodium hypochlorite/phosphate systems and slaker room), Building #4 High Service Pumping (including pumps, MCC, and electrical components, 1,000 kW standby generator), Building #6 Dewatering Lime (including press, air compressors, truck bay used by lime hauler, offices and lunch room), 2 aerators and contact tanks, 4 Lime Softening Clarifiers, 1 Clear Well and associated pumps, 1 MG Ground Storage, 1 2MG Ground Storage, Elm Street Meter Pit and Valve Pipe from DMWW, Raw Meter Pit, Reclaim Tank and Pumps, and Lime Thickener Tank, Lime Lagoons (South Well Field), and other miscellaneous facilities necessary to make the AC Ward Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water.

The transfer of the AC Ward Water Treatment Plant shall be effected by delivery of a quit claim deed for each included building, but not its underlying land, by WDMWW to CIWW and a bill of sale, by WDMWW to CIWW, providing for transfer of all of the above described facilities “as is” and in place. A permanent easement for use, access, maintenance, improvement, repair, replacement, and expansion of all such facilities, above and below ground, within a permanent easement area to be defined, shall be granted by WDMWW to CIWW, subject to continued reasonable use of the easement area for WDMWW purposes, and subject to the payment by CIWW to WDMWW on an annual basis an easement fee reimbursing WDMWW for a reasonable portion of WDMWW’s actual costs of maintenance and upkeep of the areas utilized by CIWW pursuant to the easement. It is intended that CIWW and WDMWW will enter into a 28E Agreement governing the ongoing use, maintenance, cost sharing, and mutual accommodations required for the location of their respective facilities located within the easement area and their shared use of such site.

All related easements, agreements, water withdrawal permits, rights, and claims, will be assigned by WDMWW to CIWW and shall be assumed by CIWW.

34. Ownership of the **Grimes Water Treatment Plant** located at 1801 James Street, Grimes shall be transferred to CIWW. The Grimes Water Treatment Plant, as used herein, consists of buildings and facilities located on land owned by the City of Grimes that is to be retained in ownership by the City of Grimes and that comprises 5.2 MGD of treatment capacity including 1.44 MGD of conventional lime softening treatment capacity, 3.56 MDG of RO treatment capacity, a 2 MG ground storage tank, and other miscellaneous facilities necessary to make the Grimes Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water.

The transfer of the Grimes Water Treatment Plant shall be effected by delivery of a quit claim deed for each included building, but not its underlying land, by the City of Grimes to CIWW and a bill of sale, by the City of Grimes to CIWW, providing for transfer of all of the above described facilities “as is” and in place. A permanent easement for use, access, maintenance,

improvement, repair, replacement, and expansion of all such facilities, above and below ground, within a permanent easement area to be defined shall be granted by the City of Grimes to CIWW, subject to continued reasonable use of the easement area for the City of Grimes' purposes, and subject to the payment by CIWW to the City of Grimes on an annual basis an easement fee reimbursing the City of Grimes for a reasonable portion of the City of Grimes' actual costs of maintenance and upkeep of the areas utilized by CIWW pursuant to the easement. It is intended that CIWW and the City of Grimes will enter into a 28E Agreement governing the ongoing use, maintenance, cost sharing, and mutual accommodations required for the location of their respective facilities located within the easement area and their shared use of such site.

All related easements, agreements, water withdrawal permits, rights, and claims, will be assigned by the City of Grimes to CIWW and shall be assumed by CIWW.

35. Ownership of the **Polk City Water Treatment Plant** located at 402 N. 3rd Street in Polk City shall be transferred to CIWW. The Polk City Water Treatment Plant, as used herein, consists of a tract of land and a 0.5 MGD plant, and an iron lagoon located within an easement from the United States Army Corps of Engineers. The Polk City Water Treatment Plant will include all facilities necessary to make the Polk City Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water.

The transfer of the Polk City Water Treatment Plant shall be effected by delivery of a quit claim deed and a bill of sale by Polk City to CIWW, providing for transfer of the Polk City Water Treatment Plant and all related facilities, "as is," in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by Polk City to CIWW and shall be assumed by CIWW.

36. Ownership of **Core Network Transmission and Raw Water Mains** shall be transferred to CIWW. The Core Network is a system of pipelines that connects the treatment plants, storage tanks, pumping stations, and other related facilities in a way that allows each Member Agency to receive water. The Core Network consists primarily of large diameter (16-inch to 48-inch) pipelines totaling more than 700,000 linear feet. Core Network facilities are noted on the Core Network Map and are annotated in the DMWW GIS system. Much of the Core Network system lays in public right-of-way. In cases where Core Network facilities lay in easement, those easements will be assigned to CIWW. The Core Network includes mains that connect raw water collection facilities to water treatment plants. The Core Network also includes a number of automated control valves used to manage flow within the system. These control valves including associated valve vaults, controls, and power will be transferred to CIWW. The Core Network does not include the Norwalk Western Feeder Main.

The transfer of the Core Network Transmission Mains shall be effected by delivery of a bill of sale by DMWW to CIWW, providing for transfer of Core Network Transmission Mains and all related facilities, "as is," in place, and subject to any existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

NOTES TO EXCLUDED ASSETS

37. Ownership of **Ankeny ASR Wells 1, 2, and 3** will **not** transfer to CIWW. These ASR wells are beyond Ankeny's wholesale meter and cannot deliver water to the Core Network. These ASR wells will serve as seasonal storage for the City of Ankeny.
38. Ownership of **Waukee ASR Well 1** will **not** transfer to CIWW. This ASR well is beyond Waukee's wholesale meter and cannot deliver water to the Core Network. This ASR well will serve as seasonal storage for the City of Waukee.
39. Ownership of **Grimes ASR Well 1** will **not** transfer to CIWW. This ASR well is beyond Grimes' wholesale meter and cannot deliver water to the Core Network. This ASR well will serve as seasonal storage for the City of Grimes.
40. Ownership of the **Wilchinski Standpipe** located at 903 E. Pleasant View Drive in Des Moines will **not** transfer to CIWW. This standpipe serves primarily DMWW direct retail customers. It is estimated that 10% of the water that flows through this standpipe is ultimately delivered to Member Agencies other than DMWW. The Wilchinski site also serves as a hub for the regional telemetry system with antennas mounted on the structure. For these reasons, 10% of the O&M costs for the Wilchinski site will be billed to CIWW by DMWW on an annual basis with such billing amount to be subject to annual adjustment as use changes.

CIWW's right to use the telemetry facilities located on this site shall be granted under the Operating Contract between DMWW & CIWW.
41. Ownership of the **Joint East Side Tower** located at 8403 NE 27th Ave, Altoona will **not** transfer because Altoona will not be a Founding Agency but will be served by DMWW under Section 15 of Article IV.
42. Ownership of the **Nollen Booster Station and Standpipe** located at 2569 Hull Avenue in Des Moines will **not** transfer to CIWW. This booster station serves primarily DMWW direct retail customers. It is estimated that 5% of the water that flows through this station is ultimately delivered to Member Agencies other than DMWW. For this reason, 5% of the O&M costs for the Nollen Booster Station and Standpipe site will initially be billed to CIWW by DMWW on an annual basis, with such billing amount to be subject to annual adjustment as use changes.
43. Ownership of the **Hazen Booster Station and Tower** located at 4800 Hickman Road in Des Moines will **not** transfer to CIWW. This booster station serves primarily DMWW direct retail customers. It is estimated that 5% of the water that flows through this station is ultimately delivered to Member Agencies other than DMWW. For this reason, 5% of the O&M costs for the Hazen Booster Station and Tower site will be billed to CIWW by DMWW on an annual basis with such billing amount to be subject to annual adjustment as use changes.
44. Ownership of the **Urbandale Booster Station** located at 4006 Merle Hay Road in Des Moines will **not** transfer to CIWW. This booster station serves exclusively UWU direct retail

customers. Ownership of the site occupied by the Urbandale Booster Station will transfer to CIWW as part of the Tenny Standpipe transfer, subject to UWU's existing occupancy rights.

45. Ownership of the **Waukee Booster Station** located at 601 SE Boone Drive in Waukee will **not** transfer to CIWW. This booster station serves exclusively City of Waukee direct retail customers. The booster station sits in a permanent easement recorded at Dallas County Recorder's Office Book 826, Pages 1048-1051.
46. Ownership of the **Norwalk Booster Station** located in the east right-of-way of SW 42nd Street south of Echo Valley Drive in Norwalk will **not** transfer to CIWW. This booster station serves exclusively City of Norwalk direct retail customers.
47. Ownership of the **Airport Booster Station** located at 7407 SW 34th Street in Des Moines will **not** transfer to CIWW. This booster station serves exclusively DMWW direct retail customers.
48. Ownership of the **Delaware Booster Station** located on SE Delaware Ave in Ankeny will **not** transfer to CIWW. This booster station serves exclusively City of Ankeny direct retail customers.
49. Ownership of the **Roosevelt Booster Station** located at the intersection of Center Street and Polk Boulevard will **not** transfer to CIWW. This booster station serves exclusively DMWW direct retail customers.
50. Ownership of the **SE Polk Alleman Booster Station** located at 2220 NE 126th Ave, Elkhart will **not** transfer to CIWW. This booster station serves exclusively DMWW direct retail customers.
51. Ownership of the **SE Polk Bondurant Booster Station** located at 5638 NE 56th Street, Altoona, Iowa will **not** be transferred to CIWW because Bondurant will not be a Founding Agency but will be served by DMWW under Section 15 of Article IV.
52. Ownership of **Des Moines Water Works Park and Adjacent Lands** will **not** transfer to CIWW. The Des Moines Water Works Park and Adjacent Lands, as used herein, includes the areas currently utilized by the public as "Water Works Park" together with other adjacent land not currently designated for park purposes. All such property, including grounds which comprise Water Works Park shall be used jointly by CIWW and DMWW for their respective ongoing operations as provided in the instruments of transfer of assets hereunder, and may, in the sole discretion of DMWW, continue to be made available by DMWW to the public for park purposes that are consistent with DMWW and CIWW operational needs under rules established by DMWW in its sole discretion. It is intended that CIWW and DMWW will enter into a 28E Agreement governing the ongoing use, maintenance, cost sharing, and mutual accommodations required for the location of their respective facilities on the Des Moines Water Works Park and Adjacent Lands grounds and their shared use of the Park grounds.

53. Ownership of the **DMWW General Office Building** will **not** transfer to CIWW. A share of its operational costs may be allocated to CIWW under the Operating Contract between DMWW and CIWW.
54. Ownership of the **DMWW Grounds Shop** will **not** transfer to CIWW. A share of its operational costs may be allocated to CIWW under the Operating Contract between DMWW and CIWW.
55. Ownership of the **WDMWW General Office Building** will **not** transfer to CIWW. A share of its operational costs may be allocated to CIWW under the Operating Contract between WDMWW and CIWW.

SCHEDULE IV-9
CURRENTLY PLANNED DESIGNATED WATER SUPPLY FACILITY
JOINT CAPITAL PROJECTS FOR 2025-2026

The currently planned joint capital facility projects listed as follows shall be constructed without further Board approval by the listed Founding Agencies and the costs thereof shall be paid by CIWW, or in the case of a project financed by the State Revolving Fund, CIWW shall assume the debt.

[Schedule on following page]

Producer	Project Name	2025-2026
		Estimated Costs
DMWW	FDTP Bulk PAC System	2,600,000
DMWW	FDTP CO2 Feed System Upgrade	1,200,000
DMWW	FDTP Lime Slurry Feed Bldg Replacement	600,000
DMWW	FDTP WHL High Service Pump Replacements	1,700,000
DMWW	FDTP 5KV Switch Gear Controls Upgrade	1,400,000 *
DMWW	FDTP Sand Filter Rehabilitation	5,000,000 *
DMWW	FDTP Lime Sludge Filter Press Rehabilitation	4,200,000 *
DMWW	FDTP Treatment Basin Rechainig	1,400,000 *
DMWW	FDTP - HVAC	400,000
DMWW	FDTP Safety Showers & Tempering	200,000
DMWW	DM River Well Field	10,400,000 *
DMWW	MWTP Exterior Paint	500,000
DMWW	MWTP Collector Well Rehabilitation	720,000 *
DMWW	MWTP Safety Showers & Tempering	200,000
DMWW	Crystal Lake Improvements	800,000 *
DMWW	Crystal Lake Pump Station	4,500,000 *
DMWW	SWTP Collector Well Rehabilitation	700,000 *
DMWW	SWTP RO Membrane Replacement	500,000 *
DMWW	SWTP UF Membrane Replacement	1,200,000 *
DMWW	SCADA Network Improve	2,400,000 *
DMWW	Core Network Air Relief Valve Upgrades	600,000 *
WDMWW	Building 1 Structural Repairs	800,000
WDMWW	Plant Improvements (Phase 1) - Clearwell Improv, Transfer	400,000
WDMWW	Structural Repairs - Buildings 2, 3, 4, 6	375,000
WDMWW	Shallow Wells AC Ward - carryover from 2022-23	2,800,000 *
WDMWW	Demolish Building 5 for future water plant needs	200,000
WDMWW	Painting - Ground Storage Tank #1 - 1 MG Storage	725,000
WDMWW	Replace HSP No. 3/Update Electrical/VFD	950,000
WDMWW	Fencing Upgrades at A.C. Ward/flag pole	120,000
WDMWW	New 30 ton CO2 tank	800,000
WDMWW	Plant Equipment/Building Upgrades	400,000 *
WDMWW	Replace Air Backwash Blower	116,000 *
WDMWW	Miscellaneous Filter Improvements (Repainting and Valve Stem F	109,000 *
WDMWW	Replace HSP No. 2 and No. 3	272,000 *
WDMWW	Replace Process Valves	442,000 *
WDMWW	Install VFDs	292,000 *
WDMWW	Repaint Piping & Pumps	26,000 *
WDMWW	Ferric Chloride Feed System Improvements	80,000 *
WDMWW	Building 5 Structural-Architectural Demolition	108,000 *
WDMWW	Building No. 1 – Mechanical Repairs - Filter Room Dehumidifier	285,000 *
WDMWW	Building No. 1 – All Other Mechanical Improvements	249,000 *
WDMWW	Building No. 3 - Mechanical Repairs	285,000 *
WDMWW	Building No. 4 - Mechanical Repairs	35,000 *
WDMWW	Building No. 6 - Mechanical Repairs	166,000 *
WDMWW	Replace MCC Buckets	351,000 *
	Total	\$ 51,606,000

* Indicates projects that are ongoing or may extend beyond 2026

Grimes and Polk City have no planned joint capital projects in 2025 or 2026.

**SCHEDULE IV-10
ESTIMATED SAYLORVILLE EXPANSION PROJECT ALLOCATION AND
ESTIMATED COSTS**

\$159,054,000 Engineer's Opinion of Probable Cost

Member	V-3 Initial Capacity MGD	Pro Rata 2017 LRP %			Resiliency	Growth	Total \$	Pro Rata Allocation of Costs	Saylorville Capacity Allocation MGD
		Pro Rata Initial Capacity %	Growth %	9%					
Ankeny	15.026	11.172%	24.150%	\$1,599,256	\$34,954,502	\$36,553,758	22.981%	2.415	
Clive	4.370	3.249%	1.610%	\$465,090	\$2,330,300	\$2,795,390	1.758%	0.161	
DMWW	48.344	35.943%	12.070%	\$5,145,189	\$17,470,015	\$22,615,204	14.219%	1.207	
Johnston	6.690	4.974%	6.300%	\$712,021	\$9,118,566	\$9,830,587	6.181%	0.630	
Grimes	7.156	5.320%	14.220%	\$761,551	\$20,581,906	\$21,343,457	13.419%	1.422	
Norwalk	4.107	3.054%	6.840%	\$437,176	\$9,900,157	\$10,337,333	6.499%	0.684	
Polk City	1.681	1.250%	1.740%	\$178,936	\$2,518,461	\$2,697,397	1.696%	0.174	
UWU	13.716	10.198%	6.920%	\$1,459,829	\$10,015,948	\$11,475,777	7.215%	0.692	
Warren Water District	3.211	2.387%	1.610%	\$341,696	\$2,330,300	\$2,671,996	1.680%	0.161	
Waukee	7.128	5.300%	12.070%	\$758,688	\$17,470,014	\$18,228,702	11.461%	1.207	
WDMWW	17.312	12.871%	12.470%	\$1,842,466	\$18,048,971	\$19,891,437	12.506%	1.247	
Xenia	5.759	4.282%	0.000%	\$612,962	\$0	\$612,962	0.385%	0.000	
Totals	134.500	100.000%	100.000%	\$14,314,860	\$144,739,140	\$159,054,000	100.000%	10.000	

Note: Engineer's Opinion of Probable Construction Cost is an estimate only and shall not govern the financial obligation of each Member Agency. The full and actual cost incurred by DMWW and CIWW, including interest on debt service, shall be the basis of each Member Agency's financial obligation.

Upon CIWW assumption of any indebtedness incurred for the Saylorville Expansion Project, the above table shall be updated to reflect the full amortized cost of said debt, to be allocated to the Member Agencies in accordance with the schedule above.

**SCHEDULE IV-11
DMWW INCOMPLETE PROJECTS FOR DESIGNATED WATER SUPPLY
FACILITIES**

Most recent information available as of 12/31/22

Amounts and projects will change as of Operational Commencement Date

Project #	Project Name	Amount
546-440	Roof Replacements/Repairs	\$ 177,000
546-493	MWTP Glass Block Repairs	74,750
546-501	Nitrate Crawl/Clearwell Repair	244,000
546-509	FDTP Safety Showers & Tempering	223,000
546-519	Ops Ctr Storm Water PS Improve	347,000
546-521	DMR Isolation Valve-Parco Sys	264,000
546-532	FD Chemical Bldg Stairwell	39,000
546-533	FD EHL#1 Closed Loop Cooling	217,000
546-534	FD Diesel Gen Closed Loop Cool	155,000
546-535	FD Chemical Bldg Elevator	259,000
546-321	WHL Discharge Header Painting	157,000
546-443	FTP-Filter Media Replacement	720,000
546-495	Fluoride Room Improvements	216,000
546-499	Trmt Basin Rechaining Program	366,000
546-512	SCADA Network Improvement	1,690,480
546-528	Isolation Clear Well - Gallery	43,500
546-529	EHL Suction Well-Elevate Grade	200,000
546-539	FD VFD High Lift Pumps	387,000
546-540	FD ELL/EHL Flood Protect	287,000
546-541	FD 5kV Switch Gear Controls	585,000
546-543	FD PAC Facility Upgrades	293,500
546-610	FD Filter Plant Rehab	58,000
546-497	Rehab MWTP Radial Collect Wells	1,521,000
546-544	McM HSP Room HVAC Upgrades	119,000
546-545	McM Ferric Chloride Expansion	191,000
546-546	McM Ferric Feed Line Replace	233,000
546-547	McM PAC System	217,000
546-612	SWTP Floor Drain Improve	80,000
<u>975-010</u>	Production Vehicle Replacement (vehicles not yet available)	<u>329,000</u>
Total Estimated Cash To Be Paid by DMWW at Operational Commencement Date		<u>\$ 9,693,230</u>

SCHEDULE IV-12
GUIDING PRINCIPLES FOR FUNDING CAPITAL PROJECTS
AND ONGOING OPERATIONS AND MAINTENANCE (O&M) COSTS

These principles are general in nature and should be used to guide cost responsibility decisions for capital projects and related operations and maintenance (“O&M”) of facilities. Any uncertainty or dispute regarding the appropriate allocation and responsibility of costs shall be referred by the Board to the Technical Committee for review and recommendation. The Board shall make a final decision regarding the funding of capital and O&M costs.

1. Source and Treatment Expansion Projects (Capacity Expansion)

For projects that increase regional system capacity, the cost of source and treatment improvements will be allocated to Member Agencies based on the 91%/9% formula (outlined in Section 7 of Article V and Schedule VI-2 and included here for completeness).

2. Source and Treatment Maintenance, Repair, and Upgrade (Joint Capital)

For projects that do not increase regional system capacity, but are necessary to maintain the capacity of existing source or treatment facilities or to upgrade them to meet current standards, the cost of the project will be allocated to Member Agencies through CIWW rates, CIWW reserves, CIWW bond issuance, or other sources of funding available to CIWW (outlined in Section 9 of Article V and Schedule VI-2 and included here for completeness).

3. Core Network Transmission Main Projects

It shall be the responsibility of the Technical Committee to make the determination as to whether a transmission main project is an Expansion Capacity Project or a Joint Capital Project.

- a. Transmission main projects that are constructed as part of a Capacity Expansion Project specifically to deliver the expanded capacity to the Core Network where it is needed will have costs allocated to Member Agencies based on the 91%/9% formula, with Member Agencies participating in and purchasing expanded capacity being allocated their share of the 91% based on their allocation of the expanded capacity. These facilities will be owned, operated, and maintained by CIWW.
- b. Transmission main projects that are not constructed as part of a Capacity Expansion Project but support the Core Network broadly as determined by the Technical Committee, will have costs allocated to Member Agencies through CIWW rates, CIWW reserves, CIWW bond issuance, or other sources of funding available to CIWW. These facilities will be owned, operated, and maintained by CIWW.
- c. Transmission main projects that deliver capacity to defined Member Agencies and do not support the Core Network more broadly as determined by the Technical Committee, will have 100% of construction costs allocated to Member Agencies receiving capacity through the project based on each Member Agency’s proportionate capacity allocation in the project. If the facility serves more than one Member Agency, the facility will be eligible for ownership by CIWW, including capital replacement, operation, and maintenance, once constructed. If a transmission main project originally constructed and paid for by a single

Member Agency becomes a joint use facility in the future, the originally constructing Member Agency will be entitled to compensation for the proportionate share of capacity being allocated to another Member Agency. Such compensation shall be funded and paid for by the Member Agency acquiring such capacity. The portion of the facility which is joint use will then become eligible for ownership by CIWW, including capital replacement, operation, and maintenance costs.

4. Pumping Stations or Booster Stations Constructed Specifically to Deliver Capacity from an Expansion Project

Costs will be allocated to Member Agencies based on the 91%/9% formula with 91% being allocated to Member Agencies being served by the facility, based on each Member Agency’s proportionate allocated capacity in the facility. The remaining 9% of the total cost of the project shall be allocated to all Member Agencies based on each Member Agency’s pro rata share of Allocated Capacity as of the date the Board approves the project. O&M costs for the facility will be paid by these Member Agencies based on their usage of the facility. If the facility serves more than one Member Agency, the facility will be eligible for ownership by CIWW, including capital replacement, once constructed. This section will not apply to redundant or backup facilities.

5. Pumping Stations or Booster Stations Not Related to a Capacity Expansion Project

The full cost of pumping and booster stations unrelated to a Capacity Expansion Project will be allocated to the Member Agencies being served by the facility, based on each Member Agency’s proportionate allocated capacity in the facility. O&M costs for the facility will be paid by those Member Agencies based on their usage of the facility. If the facility serves more than one Member Agency, the facility will be eligible for ownership by CIWW, including capital replacement, once constructed.

The following chart summarizes these guiding principles:

	Source & Treatment	Transmission (Core Network)	Transmission (Core Network)	Transmission (Non-Core Network) 1 Participant	Transmission (Non-Core Network) 2+ Participants	Pumping Station	Pumping Station 1 Participant	Pumping Station 2+ Participants
Expansion Related	X	X				X		
Non-Expansion Related			X	X	X		X	X
Eligible for CIWW Ownership	X	X	X		X	X		X
Capital Funding Mechanism	91%/9% Base Extra Capacity Method	91%/9% Base Extra Capacity Method	Base Extra Capacity Method	100% by Participant only	100% by Participants only	91% by Participants 9% all Member Agencies Based on Usage to Participants only	100% by Participant only	100% by Participants only Based on Usage to Participants only
O&M Cost Recovery Mechanism	Base Extra Capacity Method	Base Extra Capacity Method	Base Extra Capacity Method	100% by Participant only	Base Extra Capacity Method	Based on Usage to Participants only	100% by Participant only	Based on Usage to Participants only
Eligible for CIWW Capital Replacement	X	X	X		X	X		X

**SCHEDULE IV-14
EXISTING AND POTENTIAL TOTAL SERVICE AGREEMENTS**

Member Agency	Total Service Agreement
DMWW	Berwick Water Association, Iowa
	City of Alleman, Iowa
	City of Cumming, Iowa
	City of Pleasant Hill, Iowa
	City of Runnells, Iowa
	City of Windsor Heights, Iowa
	Greenfield Plaza Benefited Water District, Iowa
Warren Water District	St. Charles, Iowa
	Hartford, Iowa
Xenia Rural Water District	City of Bagley
	City of Linden
	City of Menlo
	City of Redfield ¹
	City of Dawson ¹
	City of Yale ¹

Footnote:

1 – Potential future agreement

**SCHEDULE IV-16
EXISTING AND POTENTIAL WHOLESALE RELATIONSHIPS TO BE CONTINUED**

Member Agency	Wholesale Relationship
DMWW	Water Development Company
	Note: The City of Altoona and the City of Bondurant will be served by DMWW as wholesale customers as provided by the Purchased Capacity Master Agreement under Section 15 of Article IV, subject to the terms and limitations of Section 15.
Grimes	Water Development Company
Johnston	Camp Dodge
Warren Water District	Milo, Iowa
	Martensdale, Iowa
	Truro, Iowa
	New Virginia, Iowa
	St. Marys, Iowa
	Earlham, Iowa
	Lacona, Iowa ²
	River Oaks Development
	Deer Hunters Run Development
	Booneville Mobile Home Park
	Hartford Mobile Home Park
	Patterson Mobile Home Park
	DMWW for Greenbrier Estates Subdivision
Xenia Rural Water District	City of Stuart
	City of Minburn
	City of Jamaica
	City of Dallas Center ¹
	City of DeSoto ¹
	City of Dexter ^{1,2}
	Fox Creek Benefited Water District ¹
	Wildwood Estates
	City of Redfield ²
	City of Dawson ²
	City of Yale ²

Footnotes:

1 – Emergency connection only

2 – Potential future connection

SCHEDULE IV-19
REGIONAL AQUIFER STORAGE AND RECOVERY (ASR) RULES AND
REQUIREMENTS

The Total ASR capacity and recharge and recovery schedules of CIWW and the Member Agencies shall be managed by CIWW and the Board to facilitate proper operation of the water production and delivery systems of CIWW and the Member Agencies during periods of ASR facility recharge or recovery and to maximize the benefit of ASR facilities to individual Member Agencies and to the CIWW regional system.

The following initial Rules shall apply to ASR facilities and operations until further action by the Board:

Rule 1. The following ASR capacity limits shall apply to help ensure that available system capacity is adequate to meet ASR facility recharge needs while also allowing for necessary treatment facility and transmission system maintenance and repairs to be completed during ASR facility recharge:

- “ASR Recovery Capacity” of each ASR facility shall mean the maximum daily capacity of water recoverable from the facility expressed in Million Gallons Per Day (MGD).
- Total ASR Recovery Capacity of CIWW and all Member Agencies shall at all times be limited to not more than 20% of the total treatment capacity of CIWW. For example, if CIWW’s total treatment capacity is 120 MGD, total ASR Recovery Capacity shall be limited to 24 MGD. In addition, ASR Recovery Capacity of each Member Agency shall be limited to not more than 50% of its average day water demand.

Rule 2. To ensure treatment capacity adequate for ASR facility recharge, new ASR facilities of Member Agencies constructed after the Effective Date shall require approval by the Board. The Technical Committee shall review all new ASR facility proposals and make recommendations to the Board.

The capacity of existing ASR facilities shall not be increased without prior approval from the Board.

ASR facilities that are abandoned or decommissioned shall not be replaced or recommissioned without prior approval from the CIWW.

Member Agencies whose average day demand is not sufficient to support operation of an ASR facility may collaborate with other Member Agencies to aggregate their average day demand for consideration of a joint ASR facility.

Rule 3. Member Agencies shall coordinate ASR recharge and recovery schedules with CIWW and its operating contractors to ensure adequate capacity is available. CIWW and its operating contractors shall have the right to require changes to recharge and recovery schedules as necessary to accommodate source water challenges, maintenance and repairs to treatment or transmission facilities, or other operational issues.

Member Agencies shall suspend recharge or to initiate recovery on short notice from CIWW's staff or any of CIWW's operating contractors in response to operational challenges and regional needs.

CIWW does not guarantee Member Agencies that system capacity will be available to completely recharge ASR facilities in any given year.

Rule 4. The following ASR facilities are deemed approved without regard to the Maximums of Rule 1 or further Board Action under Rule 2:

Existing Regional ASR Facilities

	Capacity (MGD)
LP Moon	3.0
Army Post	3.0
McMullen	3.0

Existing Member Agency ASR Facilities

	Capacity (MGD)
Ankeny 1	1.5
Ankeny 2	3.0
Ankeny 3	3.0
Waukee	1.3
Grimes	0.7

Proposed Member Agency ASR Facilities

	Capacity (MGD)
DMWW	3.0
UWU	3.0
WDMWW	3.0

SCHEDULE V-2
COSTS PAYABLE TO WATER PRODUCING MEMBER AGENCIES

Each Water Producing Member Agency shall be paid for its full actual operational costs under its Operating Contract. Actual operational costs shall be based on the cost principles stated in this Schedule.

Full actual operational costs are defined to be the prudent and necessary costs actually incurred to operate the Designated Water Supply Facilities as defined in this Agreement, including repair, replacement, and other investment required to maintain existing production capacity, as well as related general and administrative expenses. For avoidance of doubt, such costs shall include actual contract costs with third-party contract operators. Excluded from the definition of operational costs are: (a) all debt service; (b) costs incurred by a Water Producing Member Agency for CIWW budgeted CIP capital projects that are otherwise reimbursed to the Water Producing Member Agency by CIWW; (c) all costs related to the Water Producing Member's water distribution network; (d) purchases of inventory (however, the use of inventory may be included as materials & supplies per the below definitions); (e) non-cash charges such as depreciation and amortization expense; and (f) payments or transfers from the Water Producing Member's water utility enterprise to any parent organization or general fund, unless benefit to Water Supply Activity or Designated Water Supply Facilities exists. Water Producing Member Agencies shall categorize their costs as follows:

Personnel Costs. The cost of wages and salaries; local, state, and federal employment taxes; and insurance and benefit costs. Water Producing Member Agencies are required to maintain separate accounts to differentiate between those Personnel Costs incurred in the operations of the Designated Water Supply Facilities from those used in the operation of the Water Producing Member Agency's distribution network.

Materials and Supplies. These costs are tangible items that are used or consumed in the direct operations and maintenance of the Designated Water Supply Facilities. Water Producing Members are required to maintain separate accounts to differentiate between those materials and supplies used in the operations of the Water Supply Facilities from those used in operation of the Member Agency's distribution network.

Contract Services. Any services provided under contract to the Water Producing Member Agency directly related to the operations of the Designated Water Supply Facilities. To the extent contract services may include services for both the Designated Water Supply Facilities and the Water Producing Member Agency's distribution network, the Water Producing Member shall be required to split the contract costs based on a distribution of labor and materials consistent with the contract's scope of work.

Utilities. The cost of electric, water, wastewater, stormwater, telephone, internet, gas or other utility services necessary for the direct operations of the Designated Water Supply

Facilities. Water Producing Member Agencies shall be required to maintain separate accounts to differentiate the utility costs used in the operations of the Designated Water Supply Facilities from those costs incurred to operate the Water Producing Member Agency's distribution network.

General & Administrative. Water Producing Member Agencies shall be allowed to include reasonable general and administrative costs, so long as the Board approves in advance that the methodology of the calculation is appropriate, reasonable, and consistent with other Water Producing Member Agencies, and the Water Producing Member Agency submits supporting accounting documentation of actual costs to justify the G&A expense.

2% Margin. Water Producing Members shall collect a 2% margin on their reimbursable operating costs, including personnel costs, materials and supplies, contract services, utilities, and general and administrative costs.

Renewal & Replacement. The costs of unforeseen, emergency renewal and replacement of capital assets that have not been considered in CIWW Capital Plan, such as the replacement of a pump due to failure and other costs of a similar nature. The Water Producing Member initially incurring the cost of capital replacement shall provide supporting documentation and justification for the capital expense.

During CIWW's budget process for each fiscal year (which, for CIWW, is calendar year), each Water Producing Member Agency shall submit to CIWW Board a projection of its full actual operational costs for the budget year, along with documentation to demonstrate the distribution of costs between the Water Producing Member Agency's production and distribution facilities. CIWW shall pay the operational costs in seasonally-adjusted monthly installments based on the budgets submitted by the Water Producing Members and approved by CIWW Board. Such payments to Water Producing Member Agencies shall be paid in advance for budgeted expenses to be incurred for the following month on the first business day of each month for that month. Throughout the fiscal year, Water Producing Member Agencies shall report actual operational costs on a quarterly basis to CIWW and identify and explain material fluctuations from projections.

True-Up Requirement

Within 60 days after the close of the fiscal year, full actual operational costs shall be summarized and a true-up amount calculated for each Water Producing Member Agency equal to the total amount previously paid for the year minus the actual amount calculated to be due. Any overpayment shall be refunded by the Water Producing Member Agency to CIWW and any underpayment shall be paid by CIWW to the Water Producing Member Agency. Such amounts shall be paid within twenty-five (25) days of the determination of the amount due.

**SCHEDULE V-3
CAPACITY ALLOCATIONS**

Member	Maximum Day Demand in Millions of Gallons		
	Adjusted I-2B ¹	XIII-1	V-3
	Five-Year Average	Reserve Capacity	Initial Capacity
Ankeny	8.589	6.437	15.026
Clive	3.941	0.429	4.370
DMWW	45.127	3.217	48.344
Johnston	5.009	1.681	6.690
Grimes	3.365	3.791	7.156
Norwalk	2.283	1.824	4.107
Polk City	1.216	0.465	1.681
UWU	9.997	3.719	13.716
Warren Water District	2.782	0.429	3.211
Waukee	3.910	3.218	7.128
WDMWW	13.986	3.326	17.312
Xenia	2.862	2.897	5.759
Total	103.067	31.433	134.500

¹ DMWW Five-Year Average MDD from Schedule I-2(B) was adjusted to reflect the Purchase Capacity requirements to serve Bondurant and Altoona as wholesale customers as provided by the Purchased Capacity Master Agreement under Section 15 of Article IV, subject to the terms and limitations of Section 15.

In addition to the initial capacity allocations above and the capacity created under the Saylorville Expansion Project as outlined in Schedule IV-10, there may be an additional 2 MGD of capacity constructed by a Water Producing Member Agency within approximately the first five years after the Operational Commencement Date, to be offered to all interested Member Agencies based on a pro-rata allocation of each Member Agency's best estimates of future water requirements and demand as reported to the Technical Committee for Long Range Planning under Section 3 of Article VII.

**SCHEDULE V-5
CHARGES FOR FUTURE CAPACITY ALLOCATIONS**

This Schedule describes the methodology for determining payments for Allocated Capacity by New Member Agencies under Section 5 of Article V.

Step 1: Determine the Total Capacity Requirements as described in Section 3 of Article V.

Step 2: Multiply the Total Capacity Requirement by the Incremental Unit Cost of Capacity, which shall be determined as follows:

$$\text{Incremental Unit Cost} = \text{Expansion Cost} / \text{Expanded Capacity}$$

Where:

Expansion Cost is the total cost of capital projects in the CIWW Long Range Plan identified as expansion-related only. Expansion Costs will exclude the cost of any project to meet non-expansion needs including but not limited to: renewal and replacements, upgrades, maintenance, acquisition or construction of assets with useful lives less than 10 years, regulatory projects, and acquisition or construction of administrative facilities. Expansion costs will be expressed in current-year dollars.

Expanded Capacity is the difference between the projected total capacity of the CIWW Water Supply Facilities upon completion of the expansion projects identified in the CIWW Long Range Plan and the current production capacity. If the CIWW Long Range Plan does not include expansion related costs for production capacity, costs for the most recently constructed production facilities, adjusted by an industry accepted construction cost index, shall be used.

SCHEDULE VI-2 MANDATORY RATE PRINCIPLES

CIWW will conduct an annual Cost of Service Study and allocate operation and maintenance (O&M) and capital costs to Member Agencies based on widely accepted industry cost allocation and rate making principles as set forth in the American Water Works Association's (AWWA) M-1 Manual "*Principles of Water: Rates, Fees, and Charges.*" CIWW costs include and are defined as:

1. ***Operations & Maintenance ("O&M")*** - Prudent and necessary costs to operate and maintain source of supply, treatment, pumping, and transmission facilities, as well as applicable efforts related to customer service and general and administrative expenses. O&M costs also include adjustments to operating reserves necessary to maintain appropriate levels of working capital consistent with CIWW financial policies as approved by the Board of Directors.
2. ***Joint Capital Projects*** – Joint Capital Projects shall include any project to maintain, repair, update, or improve any applicable facility that does not expand its capacity.
3. ***Shared Capacity Expansion Projects*** – Capital cost of assets and expansions constructed to meet regional growth in water demands common to all Member Agencies. Nine percent (9%) of projected expansion costs are allocated as Shared Capacity Expansion costs.
4. ***Allocated Capacity Expansion Projects*** – Capital cost of assets constructed to meet Member Agency-specific growth projections and water demands. Ninety-one percent (91%) of projected expansion costs are allocated as Allocated Growth costs.

COST ALLOCATION REQUIREMENTS

Cost allocation shall be based on the "Base Extra-Capacity" method as described in the AWWA M1 Manual, which recognizes four primary cost components: base costs, extra-capacity costs, customer costs, and fire protection costs. CIWW costs shall be assigned to the four cost components as follows:

- **Base Costs (\$/Million Gallons)** shall include all O&M, Joint Capital and Shared Growth costs incurred in producing the volumes of water delivered to Member Agencies up to average-daily demand levels. Base costs shall be uniform for all Member Agencies and expressed as a cost per unit of volume delivered by CIWW with reasonable allowances for water losses determined per Schedule VI-3.
- **Extra-Capacity Costs (\$/MGD)** shall include all O&M, Joint Capital and Shared Growth costs incurred in producing and delivering volumes of water in excess of average-daily demand levels. Extra-capacity costs shall be uniform for all Member Agencies and expressed as a cost per unit of demand.
- **Customer Costs** include costs directly related to serving customers, including meter reading, billing, and related services. Based on the immateriality of these costs to CIWW as a wholesale provider of water, such costs shall be included in Base Costs.
- **Fire protection** costs are not relevant to the operations of CIWW. Fire protection is instead a design requirement for local distribution systems and therefore the responsibility of individual Member Agencies.

- Member Agency Specific Expansion Costs (fixed \$/period) shall include all costs related to Allocated Growth. Member Agency specific expansion costs shall be unique to individual Member Agencies and allocated to them based on their respective Growth Allocations and billed to Member Agencies as a fixed amount per period (e.g., month or year).

WATER RATE REQUIREMENTS

Water rates charged to Member Agencies shall include a volume rate that recovers the Base Costs, a fixed monthly charge to recover the Extra-Capacity Costs, and a separate monthly fixed charge to recover the Member Agency Specific Expansion Costs. The following table illustrates the calculation of unit costs, which are then multiplied by the Member Agency's units of service to determine the billable charges.

Cost / Expenditure Description	Base Costs	Extra-Capacity Costs	Allocated Capacity Costs	Member Agency Specific Expansion Costs
Allocated Based on:	Average Day	Maximum Day	Allocated System Capacity	Pro Rata Share of Growth
Variable Costs of Operating Leases	X			
Fixed Costs of Operating Leases	X	X		
CIWW Organizational Costs	X	X		
Joint Capital Debt Service	X	X		
Joint Capital Cash Funding	X	X		
Shared Expansion Debt Service (9%)			X	
Shared Expansion Cash Funding (9%)			X	
Allocated Expansion Debt Service (91%)				X
Allocated Expansion Cash Funding (91%)				X
Totals	\$XX	\$XX	\$XX	\$XX
Units	Total CIWW Volume Projected to be Produced for the year in MG	Total of Member Agencies' 5-year average MDD in MGD	Total of Member Agencies' Allocated Capacity in MGD	Member Agency Specific
Unit Cost	\$ / MG	\$ / MGD	N/A	N/A
Charge Type	Variable	Fixed	Fixed	Fixed
	Uniform cost per unit applicable to all Member Agencies		Specific to each Member Agency	Specific to each Member Agency

Extra-Capacity costs must be allocated between Base (average-daily demand) and Extra-Capacity (demands above average-day). The split between the two is determined mathematically as follows:

- Average Day Demand (Base) = total water deliveries to all Member Agencies together with allowances for water losses pursuant to Schedule VI-3, divided by 365 days (leap years will be ignored for this calculation).
- Maximum Day Demand (MDD) = 5- year average of non-coincident maximum daily water delivery to all Member Agencies.
- Extra-Capacity Demand (Extra-Capacity) = Maximum Day Demand minus Average Day Demand.

For illustration purposes only. Assume the average-day demand is 100 MGD and the Maximum Day Demand is 250 MGD. The allocation of costs between Base and Extra-Capacity components would be calculated as follows:

	Base	Extra Capacity	Total
System Demand	100 MGD	150 MGD	250 MGD
% Allocation	40% (100 / 250)	60% (150 / 250)	100% (250 / 250)

Charges for individual Member Agencies will be calculated as follows and billed monthly:

- Volume Charges: The Base Cost per unit x the Member Agency’s volume as determined pursuant to Article VI, Section 3.
- Extra-Capacity Charges: The cost per MGD x the Member Agency’s MDD, divided by 12 months.
- Allocated Capacity Costs: The cost per MGD x the Member Agency’s allocated capacity, divided by number of periods.
- Member Specific Expansion Charges: The monthly cost of expansion specific to the Member divided by number of periods.

**SCHEDULE VI-3
ASSUMPTIONS USED TO ESTIMATE VOLUME OF UNMETERED WATER USED
BY DMWW**

The following calculation illustrates the methodology to calculate estimated annual water loss attributable to the Water Distribution Facilities of DMWW. Such calculation is provided for illustrative purposes only and shall be performed on an annual basis using the most recently available pumpage and metering data. The annual amount attributable to DMWW shall be divided into twelve (12) equal monthly installments and added to the monthly billings to be paid by DMWW.

		<u>Test Year</u> <u>(kgals)</u>
DMWW System Total Production	A	19,500,000
Water Billed to Member Agencies Excluding DMWW	B	9,600,000
DMWW Production Water Usage - Regional Water		
Metered - Water Used in Regional Water Treatment & Regional Facilities		185,000
Unmetered - Estimated 0.5% of Total Production	A * 0.50%	97,500
DMWW Total Water Used in Production - Regional Water	C	282,500
Water Metered to DMWW		
Metered - Water Billed to DMWW Retail and Full Service Customers		7,500,000
Metered - Water Used at DMWW Facilities		1,000
Metered - Free Water Given to Cities served by DMWW		150,000
Metered - Free Water Under Contract (e.g., Greater DM Botanical Garden)		5,000
Total Retail Consumption Billed to DMWW	D	7,656,000
Unmetered Water Attributed to DMWW		
Unmetered - Estimated 1.25% used in Firefighting, Flushing, etc.	E (A-B-C) * 1.25%	120,219
Total Accounted for Water in DMWW System	F B + C + D + E	17,658,719
Total Unaccounted for Water in DMWW System	G A - F	1,841,281
Allocation of Unaccounted for Water Based on Inch-Feet of Pipe		
Percentage of Loss Assigned to DMWW Distribution Mains	H	72%
Percentage of Loss Assigned to Core Network Mains	I	28%
Allocated Lost Water in DMWW Distribution Mains	J G * H	1,329,085
Allocated Lost Water in Core Network Mains	K G * I	512,196
Total Unaccounted for Water - DMWW System	Check:	1,841,281
Total Unmetered and Unaccounted for Water Attributed to DMWW	E + J	1,449,304

The annual "Total Unmetered and Unaccounted for Water Attributed to DMWW" shall be divided into twelve (12) equal monthly installments and added to DMWW's metered billings.

SCHEDULE VI-5 CHARGES FOR EXCESS CONSUMPTION

All Member Agencies of CIWW will, at all times, have a defined Allocated Capacity attributed to them. Each Member Agency's Allocated Capacity is the maximum amount of water CIWW is obligated to deliver during a single day. Any water delivered to a Member Agency in excess of its Allocated Capacity on more than three (3) non-consecutive or consecutive days in any given calendar year shall be subject to additional charges referred to as Capacity Lease Charges. For the purposes of this Schedule, a day is the 24-hour period commencing at 12:00 am.

Water delivered to Camp Dodge by Johnston under the emergency supply provision set forth in the first sentence of Section 4 of the Easement Agreement dated February 4, 1996 between Johnston and the Armory Board of the Iowa National Guard shall be excluded from the water delivered to Johnston in calculating Capacity Lease Charges.

1. Determine if Member Agency has Excess Consumption for Year. This is calculated as the total maximum volume of water delivered during any day during the Calendar Year, less the Member Agency's then-current Allocated Capacity. If the Member Agency has three or fewer days with Excess Consumption, additional charges do not apply. Excess Consumption for more than three days results in Capacity Lease Charges as outlined below in Sections A or B.

***Example 1:** Member X's Allocated Capacity is 5 MGD and received the following highest daily gallons of consumption (in ascending order):*

- 5,100,000 gallons
- 5,500,000 gallons
- 6,000,000 gallons

Because there are no more than three days with Excess Consumption over the Member Agency's Allocated Capacity, additional charges do not apply.

***Example 2:** Member X's Allocated Capacity is 5 MGD and received the following highest daily gallons of consumption (in ascending order):*

- 5,100,000 gallons
- 5,500,000 gallons
- 6,000,000 gallons
- 6,100,000 gallons

There are more than three days over the Member Agency's Allocation Capacity, so Capacity Lease Charges shall apply. Excess Consumption of 1.1 MGD is based on the highest volume of water received in a day during the Calendar Year (6.1 MGD – 5.0 MGD Allocated Capacity).

2. Calculate Capacity Lease Charges. Member Agencies receiving CIWW deliveries of Excess Consumption are subject to a lease of the surplus capacity made available by CIWW from the Allocated Capacity of other Member Agencies.

A. Prior to the Saylorville Water Treatment Plant 10 MGD expansion being fully constructed and operational (estimated to be in 2027), the lease payment is the sum of two components:

i. Return on Invested Capital. The return on capital shall be calculated as the then-current net book value (the original cost less accumulated depreciation) of CIWW Water Supply Facilities multiplied by a rate of return of 8%, divided by the total Allocated Capacity of all CIWW Member Agencies, times the Excess Consumption determined in Step 1.

Example: The total book value of Water Supply Facilities is \$144 million and the total of all Member Agencies' Allocated Capacities is 134.5 MGD; the charge for return on invested capital is: $\$144M \times 8\% / 134.5 \text{ MGD} \times 1.1 \text{ MGD} = \$94,216$.

ii. Depreciation. The annual depreciation expense of the CIWW Water Supply Facilities divided by the total Allocated Capacity of all CIWW Member Agencies.

Example: The annual depreciation expense on Water Supply Facilities is \$10 million with total Allocated Capacity of 134.5 MGD; the charge for depreciation is: $\$10M / 134.5 \text{ MGD} \times 1.1 \text{ MGD} = \$81,784$.

*Total Capacity Lease Charge for 1.1 MGD of Excess Consumption =
 $\$94,216 + \$81,784 = \$176,000$*

B. Beginning with the first full Calendar Year after the commissioning of the Saylorville Water Treatment Plant 10 MGD expansion, the Capacity Lease Charges shall be calculated as follows:

i. The Capacity Lease Charges shall be based on the then-current total annual debt service of CIWW related to treatment capacity projects, or if no debt service for treatment capacity projects exist, the average annual debt service of the most recent capacity expansion adjusted for a reasonable cost index, such as the Engineering News Record Construction Cost Index (ENR CCI).

Example: The total annual debt service is \$10 million for a 10 MGD expansion; the Capacity Lease Charge is: $\$10M / 10 \text{ MGD} \times 1.1 \text{ MGD} = \$1,100,000$

3. Calculate annually and bill Member Agency(ies). The above calculation shall be completed for each Member Agency for each Calendar Year the Member Agency receives more than

three days of Excess Consumption over its Allocated Capacity. Amounts will be determined retroactively based on meter readings as they are made available to CIWW. All charges computed under this Schedule are a one-time charge and shall be billed to the Member Agencies separately from all other charges for service and shall be due and payable within 25 business days of receipt.

4. Allocate Capacity Lease Charge Receipts. Receipts from the Capacity Lease Charge shall be allocated to the Member Agencies that had no Excess Consumption for the same Calendar Year in proportion to their surplus as follows:

- a. Determine Member Agency Surplus. This is calculated as the difference between the Member Agency's max-day demand during the Calendar Year and its Allocated Capacity.

Example: The Member Agency has an Allocated Capacity of 6 MGD and the maximum day demand for the Calendar Year was 4 MGD; the surplus is 2 MGD.

- b. Sum the Surplus for All Applicable Member Agencies. Calculate the surplus capacity for all Member Agencies for the Calendar Year and sum the total. Ignore all negative values.

Example: The total of all surpluses after repeating Step 4a for all Member Agencies is 10 MGD.

- c. Distribute the total Capacity Lease Charges for the Calendar Year proportionately. Divide each Member Agency's surplus by the total surplus for the year, and multiply by the total lease payment received.

Example: A Member Agency had a surplus of 2MGD out of 10MGD total, or 20%. The lease payment was \$1,100,000; the Member Agency receives 20% of the payment, or \$220,000.

SCHEDULE XII-3
EXCEPTIONS TO PREMIUM PROVISION FOR NEW MEMBER AGENCIES

- The City of Van Meter, Iowa has expressed a desire to join this Agreement but is not included in the DMWW 2017 Long Range Plan and CIWW has no current physical ability to provide service to such entity. Thus its joinder at the time of the execution of the Agreement is not considered practical. For a period of five (5) years from the Operational Commencement Date, the City of Van Meter will not be subject to the premium set forth in Article XII, Section 3 if it is subsequently admitted as Member Agency. All other terms set forth in this Agreement apply.

- The Iowa Regional Utilities Association has expressed a desire to join this Agreement but is not included in the DMWW 2017 Long Range Plan and CIWW has no current physical ability to provide service to such entity. Thus its joinder at the time of the execution of the Agreement is not considered practical. For a period of five (5) years from the Operational Commencement Date, the Iowa Regional Utilities Association will not be subject to the premium set forth in Article XII, Section 3 if it is subsequently admitted as Member Agency. All other terms set forth in this Agreement apply.

**SCHEDULE XIII-1
ASSET TRANSFER TERMS**

Consideration for Transfer

The consideration to be paid to and from Founding Agencies for assets transferred to CIWW shall be computed as of the Operational Commencement Date based on a financial model and calculation as outlined below in Steps 1-6:

Step 1: Determine Financial Investment by Founding Agency in Designated Water Supply Facilities (Transferred Assets)

- (a) Each Founding Agency with purchased capacity in DMWW's Core Network is credited with the book value of its purchased capacity investment, after applying straight line amortization.
- (b) Each Water Producing Member Agency is credited with the book value of its Designated Water Supply Facilities (reduced by the principal amount of any outstanding obligations which financed the Transferred Assets which are assumed by CIWW¹) after applying straight line depreciation, transferring to CIWW as defined in Schedule IV-7. DMWW will also be credited with an amount as set forth in Section 11 of Article IV.
- (c) The combination of a) and b) is each Founding Agency's financial investment in the Designated Water Supply Facilities.

Financial Investment by Founding Agency in Designated Water Supply Facilities

Founding Agency	Amortized Net Book Value in DMWW Assets	Net Book Value of Other Owned Capacity	Financial Investment in Designated Water Supply Facilities
Ankeny	\$7,780,500	\$0	\$7,780,500
Clive	\$6,756,750	\$0	\$6,756,750
DMWW	\$150,679,121	\$0	\$150,679,121
Johnston	\$0	\$0	\$0
Grimes	\$0	\$5,072,040	\$5,072,040
Norwalk	\$1,049,344	\$0	\$1,049,344
Polk City	\$480,375	\$0	\$480,375
UWU	\$11,681,250	\$870,900	\$12,552,150
Warren Water District	\$1,704,360	\$0	\$1,704,360
Waukee	\$3,066,683	\$65,469	\$3,132,152
WDMWW	\$10,111,000	\$23,029,599	\$33,140,599
Xenia	\$1,667,957	\$480,108	\$2,148,064
Totals	\$194,977,339	\$29,518,116	\$224,495,455

¹Anticipated Outstanding Obligations which shall be assumed by CIWW, financing certain Transferred Assets:

Member	Debt Series	Original Principal	Principal Transferring to CIWW
West Des Moines Water Works	2017	\$3,477,000	\$2,413,000
Grimes	2013	\$2,432,000	\$1,051,000
Grimes	2016	\$577,000	\$363,000
Grimes	2019-1	\$3,800,000	\$3,004,000
Grimes	2019-3	\$1,559,000	\$1,203,000
Grimes	2020	\$21,990,000	\$19,607,000
Grimes	2023 (portion)	\$8,543,000	\$2,200,000

Step 2: Determine Total Owned Capacity by Founding Agency

- a) Each Founding Agency with purchased capacity in DMWW’s Core Network is credited with the capacity purchased in MGD.
- b) Each Water Producing Member Agency is credited with the capacity of its Designated Water Supply Facilities transferring to CIWW as defined in Schedule IV-7.
- c) The combination of a) and b) is each Founding Agency’s Total Owned Capacity (MGD) in the Designated Water Supply Facilities.
- d) The aggregate Total Capacity of the Designated Water Supply Facilities is 134.5 MGD.

Total Owned Capacity by Founding Agency

Founding Agency	MGD Capacity in DMWW	Other Owned Capacity	Total Owned Capacity
Ankeny	8.28		8.28
Clive	6.98		6.98
DMWW	67.01		67.01
Johnston	0.00		0.00
Grimes	0.00	5.20	5.20
Norwalk	1.97		1.97
Polk City	0.60	0.30	0.90
UWU	15.30	0.00	15.30
Warren Water District	3.25		3.25
Waukee	3.69		3.69
WDMWW	8.97	10.00	18.97
Xenia	2.95		2.95
Totals	119.00	15.50	134.50

Step 3: Determine Cost of Capacity Used by Founding Agency

- a) Identify each Founding Agency’s Historic Maximum Day Utilization of Capacity, or its five-year average Maximum Day Demand (MDD), as defined in Schedule I-2B.

Note: DMWW’s Five-Year Average MDD from Schedule I-2(B) is adjusted to reflect the Purchase Capacity requirements to serve Bondurant and Altoona as wholesale customers as provided by the Purchased Capacity Master Agreement under Section 15 of Article IV, subject to the terms and limitations of Section 15.

- b) Calculate the weighted average cost of used capacity per MGD by Founding Agency
- i. Determine the Book Value per MGD for each Water Producing Member Agency. Wholesale customers of DMWW who purchase 100% of their water supply from DMWW are assigned DMWW’s Book Value per MGD. Book value per MGD is summarized below:

Detail of Book Values

	Net Book Value	MGD	NBV/MGD
DMWW/Others	\$194,977,339	119.00	\$1,638,465
Grimes	\$5,072,040	5.20	\$975,392
Polk City	\$0	0.30	\$0
Urbandale Water	\$870,900	0.00	\$0
WDMWW	\$23,029,599	10.00	\$2,302,960
Waukee	\$65,469	0.00	\$0
Xenia	\$480,108	0.00	\$0
Total & (NBV/MGD)	\$224,495,455	134.50	\$1,658,580

- ii. Determine the percentage of capacity by source for each Water Producing Member Agency and Founding Agency.

iii. Multiply the Book Value per MGD in step i. by the percentage of capacity source in step ii).

c) Multiply the Five-Year Average Maximum Day Demand in step a) by the weighted average cost of capacity to determine the Total Cost of Used Capacity.

Cost of Capacity Used by Founding Agency

Founding Agency	Weighted DMM	Weighted Other	NBV/MGD	Other Owned Capacity	Weighted Average Cost per MGD	Capacity Used Adjusted 5 year Avg MDD	Cost of Used Capacity
Ankeny	100%	0%	\$1,638,465	-	\$1,638,465	8.589	(\$14,072,776)
Clive	100%	0%	\$1,638,465	-	\$1,638,465	3.941	(\$6,457,191)
DMWW	100%	0%	\$1,638,465	-	\$1,638,465	45.127	(\$73,939,010)
Johnston	100%	0%	\$1,638,465	-	\$1,638,465	5.009	(\$8,207,071)
Grimes	0%	100%	\$1,638,465	\$975,392	\$975,392	3.365	(\$3,282,194)
Norwalk	100%	0%	\$1,638,465	-	\$1,638,465	2.283	(\$3,740,616)
Polk City	67%	33%	\$1,638,465	-	\$1,092,310	1.216	(\$1,328,249)
UWU	100%	0%	\$1,638,465	-	\$1,638,465	9.997	(\$16,379,735)
Warren Water District	100%	0%	\$1,638,465	-	\$1,638,465	2.782	(\$4,558,210)
Waukee	100%	0%	\$1,638,465	-	\$1,638,465	3.910	(\$6,406,398)
WDMWW	47%	53%	\$1,638,465	\$2,302,960	\$1,988,752	13.986	(\$27,814,685)
Xenia	100%	0%	\$1,638,465	-	\$1,638,465	2.862	(\$4,689,287)
Totals						103.067	(\$170,875,422)

Step 4: Determine the Book Value of Reserve Capacity by Founding Agency

a) Net the Financial Investment in Designated Water Supply Facilities in Step 1 with the Cost of Capacity Used in Step 3(c) to calculate the Book Value of Reserve Capacity.

Book Value of Reserve Capacity by Founding Agency

Founding Agency	Financial Investment in Designated Water Supply Facilities	Cost of Used Capacity	Book Value of Reserve Capacity
Ankeny	\$7,780,500	(\$14,072,776)	(\$6,292,276)
Clive	\$6,756,750	(\$6,457,191)	\$299,559
DMWW	\$150,679,121	(\$73,939,010)	\$76,740,111
Johnston	\$0	(\$8,207,071)	(\$8,207,071)
Grimes	\$5,072,040	(\$3,282,194)	\$1,789,846
Norwalk	\$1,049,344	(\$3,740,616)	(\$2,691,272)
Polk City	\$480,375	(\$1,328,249)	(\$847,874)
UWU	\$12,552,150	(\$16,379,735)	(\$3,827,585)
Warren Water District	\$1,704,360	(\$4,558,210)	(\$2,853,850)
Waukee	\$3,132,152	(\$6,406,398)	(\$3,274,247)
WDMWW	\$33,140,599	(\$27,814,685)	\$5,325,914
Xenia	\$2,148,064	(\$4,689,287)	(\$2,541,223)
Totals	\$224,495,455	(\$170,875,422)	\$53,620,033

Step 5. Assign Remaining Reserve Capacity

- a) After capacities have been assigned to Founding Agencies, there remains 31.433 MGD in system capacity that needs to be assigned to the Founding Agencies (134.5 MGD less 103.067 MGD assigned to Founding Agencies in Step 3).
- b) Proportionately allocate the remaining Reserve Capacity of 31.433 MGD to the Founding Agencies based on each Founding Agency's pro rata share of projected regional growth through the year 2034 as outlined in the DMWW 2017 Long Range Plan.
- c) Calculate the cost per MGD of reserve capacity (\$53,620,033) in Step 4 divided by 31.433 MGD = \$1,705,852 per MGD, and multiply this by each Founding Agency's MGD allocation of Reserve Capacity to determine each Founding Agency's Value of Additional Reserve Capacity.

Assign Remaining Reserve Capacity

Founding Agency	Allocated Growth %	Allocation of Reserve Capacity	Average Cost per MGD	Value of Additional Allocated Reserve Capacity
Ankeny	20.478%	6.437	\$1,705,852	(\$10,980,310)
Clive	1.365%	0.429	\$1,705,852	(\$731,913)
DMWW	10.239%	3.218	\$1,705,852	(\$5,490,155)
Johnston	5.347%	1.681	\$1,705,852	(\$2,867,063)
Grimes	12.059%	3.791	\$1,705,852	(\$6,466,040)
Norwalk	5.802%	1.824	\$1,705,852	(\$3,111,034)
Polk City	1.479%	0.465	\$1,705,852	(\$793,040)
UWU	11.832%	3.719	\$1,705,852	(\$6,344,322)
Warren Water District	1.365%	0.429	\$1,705,852	(\$731,913)
Waukee	10.239%	3.218	\$1,705,852	(\$5,490,155)
WDMWW	10.580%	3.326	\$1,705,852	(\$5,672,999)
Xenia	9.215%	2.897	\$1,705,852	(\$4,941,086)
Totals	100.000%	31.433		(\$53,620,033)

Step 6: Determine Net Position by Founding Agency

Add the Book Value of Reserve Capacity in Step 4 with the dollar value of additional allocated reserve capacity in Step 5 to determine the Net Position by Founding Agency. The Net Position is the amount each Founding Agency pays or receives for the transfer of assets. A positive Net Position reflects amounts owed to the Founding Agencies and a negative Net Position reflects amounts owed from the Founding Agency.

Net Position by Founding Agency

Founding Agency	Book Value of Reserve Capacity	Value of Additional Allocated Reserve Capacity	Net Position
Ankeny	(\$6,292,276)	(\$10,980,310)	(\$17,272,586)
Clive	\$299,559	(\$731,913)	(\$432,354)
DMWW	\$76,740,111	(\$5,490,155)	\$71,249,956
Johnston	(\$8,207,071)	(\$2,867,063)	(\$11,074,134)
Grimes	\$1,789,846	(\$6,466,040)	(\$4,676,194)
Norwalk	(\$2,691,272)	(\$3,111,034)	(\$5,802,307)
Polk City	(\$847,874)	(\$793,040)	(\$1,640,914)
UWU	(\$3,827,585)	(\$6,344,322)	(\$10,171,907)
Warren Water District	(\$2,853,850)	(\$731,913)	(\$3,585,763)
Waukee	(\$3,274,247)	(\$5,490,155)	(\$8,764,402)
WDMWW	\$5,325,914	(\$5,672,999)	(\$347,085)
Xenia	(\$2,541,223)	(\$4,941,086)	(\$7,482,309)
Totals	\$53,620,033	(\$53,620,033)	(\$0)

Sources of Funding

Each Founding Agency in a net deficit position shall be responsible to pay the amount owed to CIWW using its own cash or financing. CIWW shall act as the disbursing agent for payments to the Founding Agencies in net positive positions.

Timing of Funding

The above tables represent actual asset book values as of December 31, 2022 and projects book values for calendar years 2023 and 2024. As such, this Schedule reflects only an estimate of the net position of each Founding Agency. Asset book values and other components of the true-up formula, including Maximum Day Demand, will be updated as of the Operational Commencement Date within 4 months after the Operational Commencement date. The net deficit position from any Founding Agency shall be paid in a lump sum within 12 months after the Operational Commencement Date, or a Founding Agency may elect to pay according to a payment plan with terms mutually acceptable to the Founding Agency(ies) that are owed amounts.

Construction in Progress

To the extent a Water Producing Member Agency has Construction In Progress at the Operational Commencement Date, the partially constructed asset(s) and any indebtedness associated with the Construction In Progress, shall be considered in the asset transfer true-up calculation as outlined above.

Transfer Terms

Assets shall be transferred “as is” and in place pursuant to documents as described in Schedule IV-7. Each Member Agency transferring Designated Water Supply Facilities shall retain risk of loss until the Operational Commencement Date or Asset Transfer is completed, whichever is later.

Title to Be Transferred

The assets to be transferred and any related interest in each asset shall be as set forth in Schedule IV-7 pursuant to documents as described therein.

Condition Precedent

The transfer by each Water Producing Member Agency shall be subject to the condition precedent that CIWW shall have previously entered into an Operating Contract as provided by Article V, Section 1.

Other Terms

The transfer shall become effective on the Operational Commencement Date by exchange of deeds, leases, assignment, easements or other transfer documents in form and substance acceptable to counsel for CIWW and each of the transferring parties and approved as part of this Agreement. No title insurance or title guaranty shall be required.

CIWW shall assume the SRF indebtedness as set forth in Footnote ¹ to Step 1 above as of the Operational Commencement Date.

SCHEDULE XIV-2
INITIAL ADMINISTRATIVE SUPPORT SERVICES AND COMPENSATION

In lieu of hiring full- or part-time staff to provide administrative functions to CIWW, the CIWW Board may at any time, in its sole discretion, contract with an independent third party contractor or one or more Member Agencies to provide administrative support services including but not limited to: meter reading and meter reading administration; preparing monthly wholesale billing statements for Member Agencies; facilitating meetings and providing administrative support, including scheduling meetings, preparing and compiling agendas, minutes, and other materials for the CIWW Board and other meetings; creating presentations; processing payroll and administering employee benefits for CIWW employees; performing accounts payable functions, including maintaining vendor files, processing vendor invoices, interacting with vendors as necessary, and other related functions; purchasing functions, including sourcing vendors and negotiating competitive quotes and sealed bids for materials and services, and providing inventory and warehousing functions; maintaining accounting records and preparing monthly financial statements and management reports as requested by the Board; other administrative services as requested and agreed upon by the parties.

If a Member Agency provides such services, the compensation for services shall be based on actual labor rates loaded with a reasonable factor for employee benefits and overhead costs to capture reasonable and appropriate ancillary costs such as occupancy, depreciation, corporate insurance, and other similar costs that would be incurred by an independent third party contractor and included in pricing of services; plus any out-of-pocket expenses including, materials and supplies, travel, mileage and other similar costs. A service contract shall be executed to document the agreement between the parties.

SCHEDULE XIV-3
THIRD PARTY FINANCIAL ADVISOR SCOPE

CIWW intends to hire one or more qualified professionals as third party financial advisor(s) to provide strategic financial planning and advisory services including but not limited to: facilitate CIWW long-range financing strategy, particularly with respect to its capital improvement program; facilitate an annual budget; complete an annual Cost of Service study and make rate recommendations to the CIWW board; evaluate bond markets, make recommendations, and oversee all aspects of debt management policy and bond issuances or alternative financing, including analyses of financing alternatives, evaluations of underwriter and bond counsel proposals, and oversee financing structure including pricing, maturity schedules, bond covenants, ratings and rating agency presentations; oversee investments of bond reserve and operating reserve funds; oversee a corporate insurance program; maintain accounting records and prepare monthly financial statements and management reports as requested by the Board; facilitate the annual audit; work with Member Agency subject matter experts to prepare demand and population projections as needed for capital projections; confer, consult, and coordinate with financial staff of Water Producing Member Agencies and other contractors of CIWW to obtain and compile necessary financial information to conduct business for CIWW or communicate information to Member Agencies and other stakeholders; make presentations to and attend CIWW or Member Agency Board meetings as needed; provide other financial services as requested.

**SCHEDULE XV-2
TIMELINE FOR CAPITAL PLANS AND BUDGET**

	January	February	March	April	May	June
C I P	M e m b e r s	Water Producers finalize 5 Yr CIP & Communicate CIP to CIWW			5 YR CIP Plan Approved/Rec'd & Filed by Water Producers	
	C I W W		CIWW drafts 5-Year CIP	CIWW 5-YR CIP presented to Long Range Planning and CIP CIWW Committee	CIWW- 5-YR CIP approved by CIWW Board	
B U D G E T	M e m b e r s	Water Producers provide final prior year costs to CIWW			Water Producers DRAFT Operational Budgets	Water Producers REVIEW Operational Budgets
	C I W W	Calculate CIWW Flows for Jan - Dec of prior year; Finalize Max Day and calculate excess consumption reconciliation (Max Day and excess consumption analysis can generally be started in prior Oct - Nov)	CIWW Technical Committee Approves Capacity Calculations/Flows; CIWW calculates Producer True Up Reconciliation			

	July	August	September	October	November	December
C I P	M e m b e r s					
	C I W W					

B U D G E T	M e m b e r s	Water Producers BALANCE Operational Budgets; Water Producers COMMUNICATE Operational Budgets to CIWW	Water Producer Operational & Capital Budgets Adjusted for CIWW Information and finalize retail rates	Water Producer Finance Committees REVIEWS Operational & Capital Budgets and Rates	DMMWW Budget Public Hearing & Board Approval	WDMWW Budget Public Hearing & Board Approval; Budget Received and Filed by WDM/DSM City council
	C I W W	CIWW DRAFT Operational Budget	CIWW Operational & Capital DRAFT Budgets; CIWW Communicates Operating and Capital Budgets, and Rates to Members	CIWW Budget presented to CIWW Board w/justification	CIWW Budget Hearing & Board Approval; Identify current year Max Day; Begin current year excess consumption reconciliation calculated	

**SCHEDULE XVII
INITIAL ANTICIPATED CAPITAL PROJECTS**

GROWTH CAPITAL PROJECTS

Water Producer	Project Name	Project OPC (2023 Dollars)
DMWW	Saylorville WTP Raw Water Supply for 10 MGD MF/RO Expansion	\$52,400,000
DMWW	Saylorville WTP 10 MGD MF/RO Expansion	\$74,700,000
DMWW	Saylorville to Johnston-Tenny Feeder Main Connection	\$10,500,000
DMWW	Tenny to LP Moon Feeder Main Connection	\$3,500,000
DMWW	Fleur WTP Alluvial Water Supply Expansion	\$37,800,000
DMWW	McMullen WTP Well Field Expansion for 12.5 MGD Conventional	\$15,800,000
DMWW	McMullen WTP 12.5 MGD Expansion	\$36,300,000
DMWW	Saylorville to LP Moon Feeder Connection	\$74,000,000
DMWW	Urbandale and Grimes Feeder Main	\$10,100,000
DMWW	4th WTP Surface Water Intake for 25 MGD Conventional Treatment	\$49,300,000
DMWW	4th WTP 25 MGD Conventional Treatment	\$354,300,000
DMWW	4th WTP Transmission Feeder Main to West	\$9,800,000
DMWW	4th WTP Transmission Feeder Main to East	\$3,600,000
DMWW	Southwest Ground Storage Reservoir	\$14,700,000
DMWW	Western Transmission Feeder Main to Supply Wholesale Customers	\$31,400,000
DMWW	CIWW ASR #4 (Joint Eastside Booster Pump Station)	\$8,700,000
DMWW	CIWW ASR #5 (Army Post Road and SE 14th Street)	\$8,700,000
Grimes	High Service Pumping Expansion	\$471,000
Grimes	Water Treatment Plant RO Expansion	\$1,660,000
Grimes	High Service Pumping Expansion	\$471,000
Grimes	Water Treatment Plant RO Expansion	\$1,660,000
Grimes	Supplemental Feed	\$9,063,000
Grimes	Supplemental Feed Expansion	\$771,000
Grimes	WTP Ground Storage Reservoir	\$2,657,000
Subtotal Growth Capital Projects		\$812,353,000

JOINT CAPITAL PROJECTS

Water Producer	Project Name	Project OPC (2023 Dollars)
DMWW	McMullen WTP Crystal Lake Improvements and Nitrate Management	\$7,600,000
DMWW	McMullen WTP Raw Water Metering Improvements	\$300,000
DMWW	Saylorville WTP Raw Water Metering Improvements	\$100,000
DMWW	Fleur WTP Raw Water Metering Improvements	\$800,000
DMWW	Fleur WTP Filter Rehabilitation	\$40,000,000
DMWW	Early Contaminant Warning Systems	\$700,000
DMWW	Fleur WTP Chemical Feed and Storage	\$12,000,000
DMWW	Fleur WTP Filter Press Rehabilitation	\$9,200,000
DMWW	Fleur WTP Clearwell Improvements	\$8,900,000
DMWW	Fleur WTP Lime Softening Mixing Improvements	\$7,100,000
DMWW	Saylorville WTP Flood Improvements	\$1,500,000
DMWW	Fleur WTP Electrical Supply Improvements	\$6,200,000
DMWW	Fleur WTP I&C Improvements	\$4,200,000
DMWW	McMullen WTP DBP Improvements	\$3,200,000
DMWW	McMullen WTP I&C Improvements	\$2,900,000
DMWW	Fleur WTP Lime Softening Improvements	\$9,000,000
DMWW	Fleur WTP Pre-Sedimentation Improvements	\$6,400,000
DMWW	Fleur WTP Lime Silo Replacement or Rehabilitation	\$11,300,000
DMWW	Fleur WTP Flood Improvements Study	\$300,000
DMWW	Transmission Feeder Main Improvement From Fleur WTP West	\$6,900,000
DMWW	Southern Transmission Feeder Main Connection	\$5,900,000
DMWW	LP Moon Ground Storage Reservoir 2	\$13,800,000
DMWW	Water Storage Aeration for Disinfection Byproduct Removal	\$9,400,000
DMWW	Wilchinski Elevated Water Tower Replacement	\$9,200,000
DMWW	LP Moon Pumping Expansion with VFDs and Backup Power	\$4,400,000
DMWW	Xenia Booster Station Purchase and Upgrade	\$10,400,000
DMWW	Southwest Pump Station	\$9,000,000
WDMWW	Replace Air Backwash Blower	\$129,000
WDMWW	Filter Improvements (Repainting and Valve Stem Replacements)	\$121,000
WDMWW	Replace HSP No. 2 and No. 3	\$302,000
WDMWW	Replace Process Valves	\$490,000
WDMWW	Install VFDs	\$324,000
WDMWW	Repaint Piping & Pumps	\$29,000
WDMWW	Ferric Chloride Feed System Improvements	\$89,000
WDMWW	Building 5 Structural-Architectural Demolition	\$120,000
WDMWW	Building No. 1 – Mechanical Repairs - Filter Room Dehumidifier	\$316,000
WDMWW	Building No. 1 – All Other Mechanical Improvements	\$276,000
WDMWW	Building No. 3 - Mechanical Repairs	\$316,000
WDMWW	Building No. 4 - Mechanical Repairs	\$39,000
WDMWW	Building No. 6 - Mechanical Repairs	\$184,000
WDMWW	Replace MCC Buckets	\$389,000
WDMWW	Install Covers on SCUs	\$1,362,000
WDMWW	Install Overflows on SCUs	\$140,000
WDMWW	Existing Recarbonation Tank Improvements	\$26,000
WDMWW	New Pressure Solution Feed System	\$383,000
WDMWW	Replace 14 Ton CO2 with 30 Ton	\$579,000
WDMWW	Lime and Soda Ash Level Sensor Replacement	\$43,000
WDMWW	Lime and Soda Ash Bin Cleaning and Repainting	\$85,000
WDMWW	Repair and Repaint SCU #3	\$310,000
WDMWW	New Recarbonation Tank and Feed Building	\$2,581,000
WDMWW	SCU Influent Metering	\$163,000
WDMWW	Filter Air Backwash Metering	\$31,000
WDMWW	Filter Effluent Metering	\$1,432,000
WDMWW	Install Turbidimeters	\$211,000
WDMWW	Install Filter-to-Waste Piping, Valves, and Controls	\$838,000
WDMWW	Filter-to-Waste Tank	\$296,000
Subtotal Joint Capital Projects		\$212,304,000
TOTAL GROWTH AND JOINT CAPITAL PROJECTS		\$1,024,657,000

SCHEDULE XIX-1 WATER SHORTAGE PLAN

The Water Shortage Plan below is adopted by CIWW effective as of the Operational Commencement Date. Such Water Shortage Plan may be amended by Board action at any time

A. INTRODUCTION

This plan will apply to all CIWW Member Agencies and shall be implemented by each Member Agency with its customers.

The intent of the CIWW Water Shortage Plan is to manage system demand so customers do not experience pressure, quality, or availability issues during periods of extreme water demand or during other times when water availability may be limited due to other events, such as raw water shortage, water quality events, or mechanical failures.

The goal at each stage in the plan is to reduce CIWW system demands to 85% or less of the “Current Capacity” of CIWW to produce safe drinking water, as defined in this plan.

The premise of Stage I is that reducing lawn watering is the most effective way to reduce demand without undue hardship during periods when lawn watering is a significant source of demand. Stage I may be skipped if a water shortage occurs during a time of year when lawn watering demand is not significant.

The premise of Stage II is that particularly high demand may occur when heavy lawn watering events occur. Stage II may be skipped if a water shortage occurs during a time of year when lawn watering is not significant.

The premise of Stage III is that lawn watering comprises the most readily curtailed use during water shortage events. Stage III may be skipped if a water shortage occurs during a time of year when lawn watering demand is not significant.

Limiting consumption to a representative average of off-peak months, plus or minus a small allowance, will result in a significant demand reduction compared to peak consumption. This is the premise of Stage IV.

The stages of this plan are not necessarily consecutive. When a water shortage occurs the stage deemed most appropriate for the conditions will be implemented.

B. CURRENT CAPACITY TO PRODUCT SAFE DRINKING WATER AND EXPECTED PEAK DEMAND

1. Current Capacity. The current capacity to produce safe drinking water on any day is referred to “Current Capacity” or C_{Total} . Current Capacity is defined as the amount of water CIWW can deliver on any day taking into consideration raw water availability and quality, seasonal treatment efficacy, and any mechanical or operational issues on that given day. The number will vary seasonally and may vary day to day depending on specific water quality and operational conditions. Current Capacity is computed as the sum of the daily

capacities of the individual CIWW source treatment plants and may be expressed in the following formula:

$$C_{\text{Total}} = C_{\text{Fleur}} + C_{\text{McMullen}} + C_{\text{Saylorville}} + C_{\text{WDMWW}} + C_{\text{Polk City}} + C_{\text{Grimes}} + \text{any new plant capacity}$$

Current Capacity will be evaluated on a daily basis when there is potential for a water shortage. Producers responsible for CIWW water production will perform the daily evaluation and report the Current Capacity in Million Gallons per Day.

2. Expected Peak Demand. “Expected Peak Demand” is defined as the peak daily demand that is expected by CIWW without implementation of water shortage measures under this plan.

C. PLAN STAGE I: VOLUNTARY 25% REDUCTION IN LAWN WATERING

1. Trigger. During a period of substantial lawn watering demand, when Expected Peak Demand reaches 90% of Current Capacity or system demand is generating a high number of areas with low pressure, or there are other indications that without wise usage of water, a shortage could occur.
2. Anticipated Impact. It is anticipated that Stage I will most likely be triggered during peak lawn watering season. In a typical year lawn watering can account for as much as 40% of demand on a peak day. If this is the case, a 25% reduction in lawn watering will result in a 10% reduction in total demand.
3. Goal. A 10% reduction in CIWW system demands as compared to Expected Peak Demand.
4. Actions.
 - (a) Request a **metro wide** 25% reduction in lawn watering.
 - (b) Encourage customers to optimize their lawn watering systems so water is not directed onto impervious surfaces and lawns are not overwatered.
 - (c) Continued reinforcement that customers water on alternate days and excluding Mondays (historically a peak demand day), by a system under which even numbered addresses water only on Wednesday, Friday and Sunday, and odd-numbered addresses water only on Tuesday, Thursday, and Saturday.
 - (d) Suspend all hydrant flushing programs except for water quality purposes.
 - (e) Request that City officials minimize high water use activities such as street sweeping and watering golf course fairways.
 - (f) Coordinate with Member Agencies to ensure they are relaying the same message.
5. Enforcement. There will be no enforcement at this stage.

D. STAGE II: VOLUNTARY 50% REDUCTION IN LAWN WATERING

1. Trigger. During a period of substantial lawn watering demand, after Stage I has been implemented and failed to achieve an adequate reduction in consumption, when Expected Peak Demand exceeds 90% of Current Capacity, or system demand continues to generate areas of low pressure, or there are other indications that without further reductions in demand, a shortage could occur.
2. Anticipated Impact. It is anticipated that Stage II will most likely be triggered during the peak outdoor water use season. In a typical year, lawn watering can account for as much as 40% of demand on a peak day. If this is the case, a 50% reduction in lawn watering will result in 20% reduction in total demand.
3. Goal. A 20% reduction in system demands as compared to Expected Peak Demand.
4. Actions. Request customers further reduce water consumption by taking the following measures in addition to those implemented in Stage I:
 - (i) Request a **metro wide** 50% reduction in outdoor water use.
 - (ii) Remind customers to optimize their lawn watering systems so water is not directed onto impervious surfaces and turf is not overwatered.
 - (iii) Reinforce the recommendation for customers to irrigate on alternate days and excluding Mondays.
 - (iv) Encourage wise use of water during outdoor activities including washing cars, playing in the sprinkler, playing with water toys, and filling swimming pools.
 - (v) Encourage wise use of water indoors including identifying and repairing leaking fixtures, washing only full loads in dishwashers and washing machines, shorter showers, etc.
 - (vi) Coordinate with Member Agencies to ensure they are relaying the same message.
 - (vii) Request that public agencies (City, County, or State) set an example by: Closing recreational facilities with known water inefficiencies and suspend the operation of decorative fountains.
5. Enforcement. There will be no enforcement at this stage.

E. STAGE III: LAWN WATERING PROHIBITED AND NO USE OF AUTOMATIC LAWN WATERING SYSTEMS

1. Trigger. During a period of substantial lawn watering demand, after Stage I and Stage II have been implemented and failed to achieve an adequate reduction in consumption, when Expected Peak Demand exceeds 90% of Current Capacity, or system demand continues to generate areas of low pressure, or there are other indications that without further reductions in demand, a shortage could occur.
2. Anticipated Impact. It is anticipated that Stage III will most likely be triggered during peak lawn watering season. In a typical year, lawn watering can account for as much as 40% of

demand on a peak day. If this is the case, prohibiting lawn watering will result in 40% reduction in total demand.

3. Goal. A 40% reduction in system demands as compared to Expected Peak Demand.
4. Actions. Require members to further reduce water consumption by suspending **all** lawn watering and the use of **all** automatic lawn watering systems of their customers. This reduction is in addition to all steps implemented in Stage I and Stage II. The requirement for placing new sod should be suspended until Stage III is lifted.
5. Enforcement. Customers observed by CIWW or Member Agencies watering their lawn in violation of this policy will be notified. If lawn watering is not suspended within 48 hours, water service will be terminated by the Member Agency and any published fees will apply. Water service will be restored only upon receipt of an undertaking by the customer that the customer understands and will comply with the mandatory conservation measures. Any subsequent violation will result in further termination of service. In addition, the use of water for lawn watering in violation of this plan shall be deemed an unauthorized use of water and Charges for the Unauthorized Use of Water/Metering Tampering shall apply and must be paid before water service will be restored.

F. STAGE IV: WATER RATIONING

1. Trigger. During periods of substantial lawn watering demand, or other potential shortage after Stage I, Stage II, and Stage III have been implemented and failed to achieve an adequate reduction in consumption, when Expected Peak Demand exceeds 90% of Current Capacity, or system demand is generating a high number of areas with low pressure, limited source water supply, or there are other indications that without wise usage of water, a shortage could occur. Stage IV may also be invoked, without resort to Stages I through III, if Expected Peak Demand for any reason and/or limited source water supply cannot be addressed by the measures contemplated by Stages I through III.
2. Anticipated Impact. It is anticipated that Stage IV will only be triggered in the event of a significant and severe water shortage, or other event, which severely reduces capacity relative to demand. In this case a reduction in demand to the lowest level which will meet public health and safety standards and, when reasonably possible, animal health and safety standards for livestock producers will be sought.

The definition of a “livestock producer” is the same as stated in 7 U.S.C. § 1471(1) to be “(A) a person that is actively engaged in farming and that receives a substantial amount of total income from the production of grain or livestock, as determined by the Secretary, that is:

- (i) an established producer or husbander of livestock or a dairy producer who is a citizen of, or legal resident alien in, the United States; or

- (ii) a farm cooperative, private domestic corporation, partnership, or joint operation in which a majority interest is held by members, stockholders, or partners who are citizens of, or legal resident aliens.”
3. Goal. A reduction in system demands as compared to Expected Peak Demand sufficient to allow the CIWW to meet public health and safety standards, and when reasonably possible, animal health and safety standards.
 4. Actions. Water rationing measures will be required to be implemented by all Member Agencies and enforced by application of an Emergency Water Shortage Rate. In order to implement such a demand, Member Agencies in consultation with the CIWW Technical Committee shall set a target level for demand consistent with its Current Capacity and shall use such target to establish a “Rationed Demand” as defined in this Plan. All Member Agencies will be responsible for asking their customers to reduce their consumption to a level to meet the “Stage IV Rationed Demand”. Member Agencies will be expected to initiate efforts to reduce consumption above such level and will be charged at the Emergency Water Shortage Rate intended to strongly discourage consumption above such level.
 - a. Water rationing shall consider livestock health and safety needs. The expected decrease for members supplying such needs shall be set by the Technical Committee taking into consideration livestock health and safety needs.
 - b. At Stage IV, Member Agencies with alternative available sources of water meeting state drinking water standards shall supplement and/or replace CIWW water from those sources.
 5. Enforcement. “Stage IV Rationed Demand” means for each Member Agency will be responsible for implementing measures to ensure this Rationed Demand is not exceeded. Should the “Stage IV Rationed Demand” be exceeded, the Member Agency will be subject to an Emergency Water Shortage Rate which will be equal to 10 times the established variable rate for any amount in excess of the Rationed Demand.

SCHEDULE XXII-3

MANDATORY EXIT PAYMENTS FOR VOLUNTARY TERMINATION OF AGREEMENT

Termination of membership pursuant to Article XXII introduces a situation where CIWW costs previously paid by the departing Member Agency must then be absorbed by all remaining members. All else being equal, the termination causes the average cost per unit of service to increase for all remaining members, resulting in higher rates. While some CIWW costs may be avoidable – such as variable operating costs – many other costs are either unavoidable in the short term – such as many fixed operating costs – or totally unavoidable as in the case of the capital costs of assets placed into service to meet, in part, the demand requirements of the departing Member Agency. The unavoidable costs left behind by departing Member Agencies are commonly referred to as “stranded costs.”

Member Agencies shall pay the Mandatory Exit Payment as means of reducing but not eliminating the burden of stranded costs on the remaining Member Agencies. The Mandatory Exit Payment includes three components to be determined by the Board based on the following procedures, and is due and payable within 30 days of termination:

Step 1: Determine Stranded Base Costs

Departing Member Agencies will pay for five (5) years’ worth of their estimated fixed Base Costs. The eligible costs shall be the Base Costs calculated pursuant to Schedule VI-2 less the variable operating and maintenance costs for the fiscal year preceding the termination date.

Divide the resulting eligible Base Costs by the total water deliveries made by CIWW in the fiscal year preceding the termination to determine the cost per unit of volume. Multiply the unit cost by the departing Member Agency’s annual water delivery for the same fiscal year and multiply the result by five (5) to arrive at the Stranded Base Costs.

Step 2: Determine the Member Agency’s Stranded Extra-Capacity Costs

Departing Member Agencies will pay ten years’ worth of their estimated Extra-Capacity Costs.

Total eligible Extra-Capacity Costs shall be calculated pursuant to Schedule VI-2 for the fiscal year preceding the termination date. Divide the eligible Extra-Capacity Costs by the Max Day Demand for the CIWW system for the same fiscal year, multiply the result by the Max Day Demand of the departing Member Agency, and then multiply by ten (10) to arrive at the Stranded Extra-Capacity Cost.

Step 3: Determine the Member Agency's Stranded Member Agency Specific Expansion Costs.

Departing Member Agencies will pay 100% of the remaining debt together with any cash-funding obligations related to their Member Agency Specific Expansion Costs as determined pursuant to Schedule VI-2.

The CIWW Board will determine the remaining debt obligation for the departing Member Agency based on that Member Agency's total allocation of Growth Capital as of the end of the fiscal year prior to the termination. To the extent the Member Agency was also required to make periodic cash contributions to fund the Growth Capital, then the sum of those remaining commitments will be added to the remaining debt obligation.

SCHEDULE XXV-14
LIST OF EXISTING SERVICE TERRITORY AGREEMENTS BETWEEN MEMBER
AGENCIES

- Warren Water District with the City of Norwalk (executed May 2015)
- Warren Water District with the West Des Moines Water Works (executed November 2012)
- Warren Water District with Des Moines Water Works (anticipated 2023)
- Xenia Rural Water District with the City of Grimes (executed May 1993)
- Xenia Rural Water District with the City of Waukee (executed July 1992)
- Xenia Rural Water District with the City of Johnston (legal settlement dated December 2022)
- Xenia Rural Water District with West Des Moines Water Works (executed November 2023)
- Xenia Rural Water District with Urbandale Water Utility (anticipated 2023)

MEETING MINUTES
The City of Polk City
City Council Meeting
6:00 p.m. November 27, 2023
City Hall – Council Chambers

The Polk City, City Council held a meeting in the City Hall Council Chambers with public participation in person and via phone at 6:00 p.m., November 27, 2023. The agenda was posted at the City Hall office as required by law.

These tentative minutes reflect all action taken at the meeting.

1. **Call to Order** | Mayor Karsjen called the meeting to order at 6:00 p.m.
2. **Roll Call** | Walters, Dvorak, Sarchet, Vogel, Anderson | In attendance
3. **MOTION:** A motion was made by Anderson and seconded by Vogel to approve the agenda
MOTION CARRIED UNANIMOUSLY
4. **Public Comments** | Dennis Kain, 704 W Van Dorn St. requested the Council consider adopting a No-Mow-May policy
5. **Consent Items** |
 - a. City Council Meeting Minutes for November 13, 2023
 - b. City Council Work Session Meeting Minutes for November 13, 2023
 - c. Planning & Zoning Commission Meeting Minutes for November 20, 2023
 - d. Claims listing November 27, 2023
 - e. October 2023 Finance Report
 - f. FY 24.25 Tax Increment Financing (TIF) Indebtedness Certifications
 - g. Resolution 2023-138 obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations FY25
 - h. Resolution 2022-139 authorizing internal advance for funding of Urban Renewal Admin Support Program
 - i. Receive and file October 2023 Fire Department Report
 - j. Cancel December 25, 2023 City Council Meeting
 - k. 2024 City Clean-Up Event, curbside pick-up April 22 and Appliance/Tire drop-off April 25 8a-3p
 - l. Resolution 2023-140 approving a 28E Agreement between the City of Polk City and Iowa alcoholic Beverages Division for Tobacco, Alternative Nicotine and Vapor Product Enforcement
 - m. N. 3rd Street and Vista Lake Avene Intersection Improvements Project
 - i. Resolution 2023-141 Change Order No. 4 in the reduction amount of **-\$2,258.31**
 - ii. Resolution 2023-142 Pay Application No. 12 (Sub-Final Retainage-held) in the amount of \$4,305.76 and accepting Public Improvements subject to review of the condition of the plantings in the Spring of 2024

MOTION: A motion was made by Walters and seconded by Dvorak to approve the consent agenda items.
MOTION CARRIED UNANIMOUSLY
6. **Business Items**
 - a. **MOTION:** A motion was made by Vogel and seconded by Sarchet to approve Resolution 2023-143 Conditionally Authorizing the Inclusion of the City of Polk City as a Founding Agency of Central Iowa Water Works (CIWW); Conditionally Approving the CIWW 28E/28F Agreement; Fixing Date for Public Hearing on Transfer of Interest in Real Property; and Conditionally Authorizing the Execution of the CIWW Operating Contract
MOTION CARRIED UNANIMOUSLY
7. **Reports & Particulars** | Mayor, Council, City Manager, Staff, Boards, and/or Commissions
 - City Manager Huisman reported the Soil Quality Restoration (SQR) program was nearing completion. She thanked Polk County for their assistance with the program and process. She also thanked participating residents for their patience as Staff worked through some Contractor issues.
 - Council Member Sarchet said he heard some of the Parks Commission Members questioning their value and looks to improve. Sarchet thanked Dennis Kain for bringing up No Mow May and the Council would investigate it openly.

- Council Member Anderson said Polk City is fortunate there is so much untouched ground surrounding Polk City and that before Polk City adopts a No Mow May policy, he'd like Council to hear from someone from the Conservation department to learn more.
- Mayor Karsjen asked Council to consider a conversation regarding requests for proposals for the property at 3rd and Davis street at the upcoming work session now that the area has changed to more of a Commercial District. Mayor invited everyone to attend Light Up Polk City on Friday December 1st, fun for the whole community.

8. *Adjournment*

MOTION: A motion was made by Anderson and seconded by Vogel to adjourn at 6:20 pm.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date – December 11, 2023

Steve Karsjen, Mayor

Attest

Jenny Coffin, City Clerk

MEETING MINUTES
The City of Polk City
Goal Setting Work Session
5:00 p.m., Monday, November 29, 2023
City Hall Council Chambers

A Council Goal Setting Work Session was held on November 29, 2023 at 5:00 p.m. at the City Hall Council Chambers in Polk City, Iowa.

<p><u>Mayor and City Council Members Present:</u></p> <p>Steve Karsjen Mayor Ron Anderson Pro Tem Jeff Walters City Council Member David Dvorak City Council Member Mandy Vogel City Council Member Robert Sarchet City Council Member Nick Otis City Council Elect Jeff Savage City Council Elect</p>	<p><u>Staff Members Present:</u></p> <p>Chelsea Huisman City Manager Jenny Coffin City Clerk/Treasurer Mike Schulte Public Works Director Jeremy Siepker Police Chief Jamie Noack Library Director Jason Thraen Parks and Recreation Director Karla Hogrefe Fire Chief Cody Olson Building Official</p>
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Minutes

Tiffin, Iowa, City Administrator, Doug Boldt reviewed ground rules for the Goal Setting Session. He reviewed responses from the Mayor, Council and Staff regarding the City's Major Accomplishments and Issues/Concerns from the past year.

Boldt discussed the proposed Initiatives and Programs both short-term and long-term. The group clarified items and discussed potential revisions of the lists.

The Mayor and City Council voted on items to rank priorities.

The top five short-term goals included the identifying funding for the completion of the Regional Park Project, Downtown District façade improvement program, Library/Recreation facilities study, Third and Broadway traffic control, and competitive wages for employees.

The top five long-term goals included funding for the Police Station project, communication/marketing strategy for Polk City highlighting the bike trail connections, Commercial Development, construction of the Regional Park.

Boldt reviewed the Teamwork Responses. Council and Staff discussed opportunities for improvements.

Final Report to Mayor and City Council of the Strategic Planning Process will be available in January.

Motion was made by Anderson and seconded by Sarchet to Adjourn at 7:10 p.m.

Motion carried Unanimously.

Steve Karsjen, Mayor

Jenny Coffin, City Clerk

MEETING MINUTES
The City of Polk City
Parks Commission
6:00 pm, Monday, December 4, 2023
City Hall

The Polk City Parks Commission held a meeting at 6:00 pm, on December 4, 2023. The agenda was posted at the City Hall office as required by law. **These tentative minutes reflect all action taken at the meeting.**

1. **Call to Order** /*The meeting was called to order at 6:00 p.m.*
2. **Roll Call** | Otis, Converse, Savage, Ten-Napel, Jablonski | In attendance
Delaney, Haaland | Absent.
3. **MOTION:** A motion was made by Otis and seconded by Jablonski to approve the November 6, 2023 meeting minutes.
MOTION CARRIED UNANIMOUSLY
4. **Audience Items:**
Ken Morse of the Polk City Arbor League spoke about a new development along Northside Drive and some very large boulders that could be placed within some of the city's parks but would require Public Works support to move. Suggested one of the largest ones could go to Woodhaven Park to help delineate the park boundary. Time is of the essence to secure if desired from the developer.
5. **Regional Park Pre-Campaign Process Input**
Josh Faber of RGI was unable to attend tonight's meeting, so Director Thraen gave an overview of the pre-campaign process. Thraen reached out to the master plan design team for an updated cost estimate. Overall the regional park project costs only went up approximately \$500,000, which is favorable considering increases in construction costs over the last few years. Six phases are proposed for the feasibility study, and include:
 - Phase 1: Soccer, splash pad, all utilities
 - Phase 1A: Mass grading
 - Phase 1B: North/south collector
 - Phase 2: Soccer parking
 - Phase 3: Baseball, concession, parking, tree planting
 - Phase 4: Softball, concession, tree planting
 - Phase 5: Tennis, pickleball, bocce, dog park, play area
 - Phase 6: Community buildingWith proposed project cuts in community building, some lighting, one of the concession stands, etc., it would reduce the overall project budget from \$25M to about \$16M. Savage asked what the area taken by community center would be repurposed for. Thraen stated likely just greenspace for the time being, but possibly utilized as a future space for outdoor community events. Jablonski asked for clarification on cutting lighting, as it tends to be harder to implement later due to resistance from nearby homeowners. He also asked whether the restroom facilities would be permanent or portable. Thraen confirmed that permanent restroom facilities would be provided along with the concession stands. Jablonski also asked for confirmation on the placement of a future water tower, which is approximately where the play area near soccer fields is planned. Ten-Napel asked for assurance that there would still be storage space planned in the concession stands for user groups, which Thraen confirmed. Otis asked if seeding for fields would occur during the same phase as the grading, which Thraen confirmed. Converse commended staff for coming up with a proposed project strategy for reducing overall project costs in a smart, phased approach. Jablonski asked to confirm that the number of fields planned still meet the needs for a community our size. Thraen confirmed that the data was assessed during the master planning phase with the design team.
6. **Discuss Park Commission Action Plan**
Ten-Napel suggested that with the recent council election that we should consider postponing this discussion until we can onboard new Commission and Council members, Jablonski agreed.
7. **Review Sports Complex User Fees**
Thraen reported that revenues \$1,125 in rental fees, 75 practices at \$15 each. Fall North Polk Soccer provided fees of \$1,405. These numbers did not include registration numbers for groups using more informal spaces such as churches and

spaces in Alleman. Any revenues per lease agreement with Army Corp for the Sports Complex are to be utilized for future improvements to the complex.

8. Cancel January 1, 2024 Park Commission Meeting

MOTION: A motion was made by Converse seconded by Jablonski to cancel January 1 Commission meeting.

MOTION CARRIED UNANIMOUSLY

9. Reports & Particulars | Council Liaison, City Manager, Staff, and Commission

- Commission member Jablonski suggested Director Thraen look further into securing boulders for our parks.
- Commission members Savage and Otis thanked the Commission and Director Thraen for the time spent working together as a Commission.
- Thraen mentioned Eagle Scout Mitch Braiser on message board installation at parks. Winter program brochure is out, and registrations are looking great. Newest addition was Youth Basketball for K-2, which will convene after holiday break. He also congratulated Commission members Savage, Otis, and Delaney for their successes in the recent election.

10. MOTION: A motion was made by Otis seconded by Ten-Napel to adjourn at 6:39p.m.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date – February 5, 2024

Submitted by Parks Commission Secretary:



Monica Converse

Attest:

Jason Thraen, Parks & Recreation Director



City of Polk City, Iowa

City Council Agenda Communication

Date: December 11, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Jason Thraen, Parks & Recreation Director

Subject: **Parks & Recreation Department Updates for November 2023**

1. Staff, along with Go Polk City, continued planning “Light Up Polk City” for Friday, December 1st. This family-friendly holiday event will include the traditional lighting of the square, visits with Santa, character appearances, horse drawn “sleigh” rides, vendors and demonstrations, and local organization/business involvement.
2. Registration for Winter/Spring 2024 programming opened for Polk City residents on Monday, November 20th at 8am. Registration for non-residents opened Monday, November 27th at 8am.
3. Staff, along with Renaissance Group Inc., began the Pre-Campaign Process (feasibility study) for the Regional Park project. This process is scheduled to take 4-5 months with a final report scheduled for March 2024.
4. November programming included Start Smart Football, Youth Flag Football, and Senior Social Hour.
5. Sports Complex baseball/softball fields had 0 reservations in November. 187 total field reservations in 2023.
6. Miller Park Shelter House had 4 private rentals in November. 47 total rentals in 2023.

POLK CITY LIBRARY BOARD MEETING Notes
Polk City Community Library
1500 W. Broadway, Polk City, IA
Monday, December 4, 2023 at 6:30 pm

I. Call to order

MOTION: A motion was made by Lisa England and seconded by Sara Olson to approve Meeting Agenda.
MOTION PASSED unanimously.

Board Members Present:	Rod Bergren, Angie Conley, Lisa England, Sara Olson, Justin Young
Board Members Absent:	None
Library Director Present:	Jamie Noack
City Council Liaison Present:	None
Guests Present:	None

II. Approval of the agenda

MOTION: A motion was made by Lisa England and seconded by Sara Olson to approve.
MOTION PASSED unanimously.

III. Consent Items

1. Approve the [November 2023 Board Minutes](#)
2. Approve October 2023 financial statements
 - a. [October 2023 History](#)
 - b. [October 2023 Budget](#)
 - c. [October 2023 Revenue & Expenses](#)

IV. Communication from the Public

V. [Director's Report](#)

Library Statistics:

- November Circulation and library usage
 - November 2023 circulation of 4,648 was an increase of 172 checkouts compared to October 2023 and an increase of 296 compared to November 2022.
 - 1,703 individuals visited the library in November. This is a decrease of 154 compared to October 2023. It is an increase of 50 visitors compared to November 2022.
 - 96 individuals attended 14 passive adult library programs in November.
 - Library Patrons saved \$41,737 in November by borrowing materials from the library versus purchasing them (does not include digital ebook/audiobook downloads, hotspot loans or Adventure Passes).
 - 33 passport applications were processed
 - 3 Notary appointments
 - 153 patrons are now using the myLibro App
 - 6 Adventure passes were used saving patrons \$294.

1. Several can lights in the library have been replaced and immediately burned out. We are working with the electrician to find the issue.
2. The library's Giving Tree will support the Ronald McDonald House of Central Iowa this year. Donations can be left at the library from November 27-December 19.
3. The library had a craft activity at Light Up Polk City on December 1. Approximately 200 people attended.
4. The library is going to do the January winter reading program a bit differently this year. We are modeling our new program after a successful program in Des Moines. The 30x30x30 program encourages patrons to read 30 minutes a day for 30 days for a chance to win a \$30 gift certificate to Papa's Pizzeria. There will be prizes for adults and children.
5. The city held its goal setting meeting on November 29, 2023. Council members voted for their top 5 initiatives from lists compiled by council, mayor and city staff.
 - a. 1-2 years Goals:
 - i. 3rd & Broadway traffic signal
 - ii. Competitive Wages for Employees
 - iii. Regional Park Project/funding
 - iv. Downtown improvements
 - v. Library facilities/Rec Facility study
 - b. 3-10 years Goals:
 - i. Regional Park Construction
 - ii. Police Station/funding
 - iii. Library Expansion/rec center
 - iv. Communication plan/marketing strategy for PC (rebranding/bike community etc)
 - v. Commercial Development
6. On November 7, the referendum in Pella reverting library governance back to the city council failed. This was a ballot item being watched very closely by Iowa libraries.
7. The results of the Polk City city council election were verified November 29. Nick Otis, Rob Sarchet and Jeff Savage were elected for the open seats.
8. Friends of the Library got a \$3,000 grant from Polk County to help pay for the study pod being put in for the library.
9. [November Stats](#)

LIBRARY -NOVEMBER 2023 STATS SNAPSHOT	November 2022	November 2023	October 2023
Total Visitors	1,653	1,703	1,857
People Checking Out	371	357	407
Polk City Cardholders	311	312	347
Polk City Checkouts	2,929	2,791	2,697
Open Access Cardholders	27	17	24

Open Access Checkouts	201	180	191
Rural Cardholders	33	28	36
Rural Checkouts	295	458	438
Bridges E-book/Audiobook Checkouts	902	1,196	1,123
Outgoing ILL Books	25	23	27
Total Checkouts (incl. Bridges & Outgoing ILL)	4,352	4,648	4,476
Auto Renewals	628	698	496
Total Checkouts (adjusted for auto-renewal)	3,724	3,950	3,980
Incoming ILL Books	51	16	34
Reserves Placed	392	375	325
Materials Added	60	103	128
Materials Withdrawn	125	7	4
New Cards Issued	13	13	19
Computer Users	26	53	31
WiFi Users (on site)	342	467	521
AWE Station Usage	58	83	94
AWE Games Played	170	265	235
Adult Programs	33	26	29
Adult Program Attendance	206	180	231
Youth Programs	18	18	22
Youth Program Attendance	247	252	307
Tutoring	6	12	3
No. of Meeting Room Uses by Outside Groups	\$2	2	2
Patron Savings (physical materials only)	\$44,240	\$41,737	\$46,903
Passports	42	33	29
Blank Park Zoo Adventure Pass (\$60)	0	0	3

Science Center of Iowa Adventure Pass (\$60)	4	3	1
Botanical Gardens Adventure Pass (\$42)	1	1	0
Des Moines Children's Museum (\$36)	0	1	2
Reiman Gardens (\$36)	0	1	0
Iowa Arboreteum (\$22)	0	0	0
TOTAL ADVENTURE PASS SAVINGS	\$210	\$294	\$312
Summer Reading Signups (0-11) as of 6/30			
Summer Reading Signups (12-17) as of 6/30			
Adult Reading Participation as of 6/30			
Social Media Page Views (Nov. 1-30)	98	550	535
Social Media Post Reach (Nov. 1-30)	2,385	2,518	1,909
New Social Media Followers(Nov. 1-30)	2	6	11
New Social Media Likes (Nov. 1-30)	5	NA	NA
Website Views	2,290	2,059	2,222

VI. Liaison report- none

VII. Board Education: Rod Bergren. Next month will be Lisa England.

Began talk at 6:41- Watched facility board education. Public libraries are city property, subject to city insurance. All city government policies such as smoking, drinking, etc fall under the library as well. If there are legal questions, the state law library is a source to get those answered. One of the main indications of prioritizing a library is keeping up with standard reports such as concrete fixes and repairing lights when they need to. The biggest thing is making capital improvements for buildings, which is hard for many libraries. Libraries are typically in the back of the list for where funds go, tend to get bumped. There are space utilization grants available to improve libraries, which was looked at in 2020.

When it comes to major decisions or closings throughout the city, the library can make its decisions independent of the city. Not all buildings must close at the same time. The director would notify the board in case of an early closure due to weather. The director is not aware of a disaster plan for Polk City. There is no clear cut directive on who has the final authority to close the library if the library board wants the library to close, but the city doesn't want the library to close. This has not been decided in the courts or been an issue in the past. Libraries can stay open in situations with no water. The library does not have a fire suppression system, so that doesn't come into play with

no water usage. The only people with keys should be emergency personal and library personnel. The director is currently working on a disaster preparation book that clearly lays out what to do in different emergency situations, but it is not completed.

Library wifi is available in the parking lot and outside of the building. There was a discussion about this being a public use for someone who could come use the library wifi outside of hours to do things like applying for jobs. There is also a public computer that has legal disclaimers that you cannot save files. The library has received notice that their wifi or computers have been used to illegally download media files from internet service providers three times in about seven years, so this isn't a common problem. It was discussed that a library cannot be cut off from wifi. Discussion was ended at 6:53.

VIII. Agenda Items

1. Review Tier Standard Section 4: Library Collections- reviewed
2. Approve [Resolution 2024-03L](#) setting per capita rate for communities wishing to contract library services from Polk City.

MOTION: A motion was made by Rod Bergren and seconded by Lisa England to approve.
MOTION PASSED unanimously.

3. Approve [library closures for 2024](#)

MOTION: A motion was made by Lisa England and seconded by Rod Bergren to approve with the changing of the date of March 31st to March 30th being closed due to an error.
MOTION PASSED unanimously.

4. Determine January 2024 meeting dates. Will meet on January 2nd.

IX. Adjourn

MOTION: A motion was made by Rod Bergren and seconded by Lisa England to approve.
MOTION PASSED unanimously.

Next Meeting January 2nd, 2024 at 6:30 P.M.

Mission Statement: The Polk City Community Library provides a place where all can meet, learn, and grow.

Library Director's Report November 2023

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CLAIMS REPORT		
CITY OF POLK CITY		12/11/2023
911 CUSTOM	STOVER BPV	\$ 1,118.00
A+ LAWN & LANDSCAPE	JEFF HOPKINS 1040 LOST LAKES	\$ 7,433.41
A-D DISTRIBUTING CO. INC.	REPLACEMENT FLAGS	\$ 1,254.00
ACE HARDWARE OF ANKENY	PAINT/SCRAPER	\$ 25.98
Affordable Roll-Off Ltd	SHOP CLEANUP	\$ 450.00
Amazon	CRAFTS FOR LIBRARY	\$ 786.40
AMILIA TECHNOLOGIES USA	NOVEMBER AND OCT FEES	\$ 521.93
ARDICK EQUIPMENT CO.	SIGNS	\$ 340.00
ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$ 486.21
BAKER & TAYLOR	BOOKS	\$ 1,651.46
Boesen The Florist	ROGER FRANK	\$ 75.00
Bound Tree Medical	MEDICAL SUPPLIES	\$ 209.64
BRAVO GREATER DES MOINES	Q1-FY23 CONTRIBUTION	\$ 3,619.99
BURT DIRTWORKS	DEMOLITION WORK	\$ 118,126.50
CANINE TACTICAL	K6 CERTIFICATIONS	\$ 900.00
CAPITAL CITY EQUIPMENT CO.	SEEDER RENTAL FOR DEMO LOTS	\$ 250.00
CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	\$ 441.33
CATCH DES MOINES	JULY-SEPT 2023 HOTEL MOTEL TA	\$ 3,619.99
Central Pump & Motor	REPAIR OF HIGH SERVICE PUMP	\$ 5,001.60
CENTURY LINK	PHONE SERVICE	\$ 286.66
CIT SEWER SOLUTIONS	SEWER JETTING	\$ 16,736.49
CITY OF DES MOINES	MONTHLY CIP AMOUNT	\$ 33,873.30
CITY OF POLK CITY	UB ASSISTANCE 2720001	\$ 383.81
COPY SYSTEMS INC.	COPIER	\$ 121.68
CRAIG SOSBY	UNIFORM REIMB	\$ 168.62
Crystal Clear Water Co	PURCHASED WATER	\$ 155.36
Custom Awards & Embroidery Inc	COUNCIL	\$ 269.00
RLC ENTERPRISES	PEST MANAGEMENT	\$ 200.00
D & K PRODUCTS	SEED FOR DEMO LOT	\$ 632.00
DALTON DENCKLAU	OVERPAYMENT	\$ 393.97
DANIELS FILTER SERVICE INC.	CITY WIDE FILTERS	\$ 444.27
DEER HAVEN LAND COMPANY LLC	2022-2023 TIFF	\$ 96,785.00
Delta Dental	CITY DENTAL INSURANCE	\$ 1,817.66
Des Moines Water Works	PURCHASE OF WATER	\$ 19,892.46
Dewey Ford	VEHICLE REPAIRS & MAINTENANC	\$ 416.08
DORSEY & WHITNEY LLP	GO BOND COUNSEL	\$ 19,000.00
ELECTRONIC ENGINEERING CO.	RADAR CERT	\$ 200.00
ELITE GLASS AND METAL	BROKEN WINDOW	\$ 625.00
ETECH SOLUTIONS LLC	MONTHLY BILLING	\$ 5,744.88
FAREWAY	2022-2023 TIFF	\$ 16,908.19
Ferguson Waterworks	ANTENNA AND BASES FOR METER	\$ 563.48
Fire Service Training Bureau	FF2 TEST NOGGLE	\$ 50.00
GRANGER FIRE DEPARTMENT	OVERPAYMENT	\$ 200.00
GREATAMERICA FINANCIAL	SHARED COPIER LEASE	\$ 517.19
GRIMES PUBLIC LIBRARY	TABLE/CHAIRS	\$ 31.00
Gurnsey Electric Co	TORNADO SIREN MAINTENANCE	\$ 1,503.31
HAWKINS INC	CHLORINE CONDITIONER	\$ 1,762.00
HEARTLAND CO-OP	RYE GRASS SEED	\$ 196.85
I-80 CONCRETE	305 W CHURCH	\$ 4,788.50
I.A.M.U.	OCTOBER-DECEMBER SAFETY TRA	\$ 2,621.81
I.M.W.C.A.	WORKERS COMP INSURANCE	\$ 49,236.00
INTOXIMETERS	PBTS	\$ 830.00
Iowa Medicaid Enterprise	OVERPAYMENT	\$ 145.62
IOWA ONE CALL	UNDERGROUND LOCATIONS	\$ 120.90
IOWA SIGNAL INC	REPAIR 3" CONDUIT	\$ 3,145.75
IRON MOUNTAIN	SHREDDING SERVICES	\$ 118.60
JAMIE NOACK	MILEAGE	\$ 179.21
KANSAS CITY LIFE INS. CO	CITY LIFE INS	\$ 1,359.04
LIFEMED SAFETY INC	MONITOR BATTERY CHARGER	\$ 1,395.00
LINDE GAS & EQUIPMENT INC	OXYGEN	\$ 195.79
LUANA SAVINGS BANK	2022-2023	\$ 38,960.31
MARTIN MARIETTA AGGREGATES	SAND	\$ 201.85
MENARDS	RECIP BLADES FOR SAW	\$ 35.46
MERCYONE NORTH PHARMACY	RX SUPPLIES	\$ 299.61
METRO WASTE AUTHORITY	NOV GARBAGE BILLING	\$ 69,721.92
MICROBAC LABORATORIES INC	LAB TESTING	\$ 109.00
MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$ 6,488.71
Midwest Auto. Fire Sprinkler	SPRINKLER INSPECTION	\$ 229.00
MIDWEST CRITICAL POWER	TEMP EMERGENCY GENERATOR	\$ 4,875.30
MOWBILITY SALES & SERVICE	PREMIX FUEL & SNOW BLOWER M	\$ 84.99
NELSON AUTOMOTIVE	REPAIR PARTS	\$ 174.11
OVERDRIVE INC	DIGITAL AUDIOBOOKS	\$ 689.01

PCC AMBULANCE BILLING	EMS MAY BILLING	\$ 3,254.96
PHILIP L ASCHEMAN, PHD	CRITICAL INCIDENT DEBRIEF	\$ 165.00
Polk City Dental LLC	2022-2023 TIF PAYMENT	\$ 20,486.59
Polk County Public Works	TRUNK SEWER JOINT AGREEMENT	\$ 559,793.00
POMP'S	TIRE REPAIR	\$ 1,169.87
PORTABLE PRO, INC.	PARK AMENITY	\$ 450.00
QUEENSLAND, LLC	2022-2023 TIF	\$ 31,756.52
RACOM	EDACS	\$ 862.92
REGISTER MEDIA	AFFIDAVIT OF PUBLICATION	\$ 33.13
ROCK VALLEY PROPERTIES LLC	2022-2023 TIF	\$ 7,220.40
ROE CONSULTING LLC	CMS NOV INVOICE	\$ 625.00
Safe Building Comp. & Tech	BUILDING INSPECTIONS	\$ 10,510.92
SBS SERVICES GROUP LLC	WEEKLY JANITORIAL SERVICES	\$ 1,195.00
STEVE KARSJEN	WRA MILEAGE REIMBURSEMENT	\$ 23.79
STOREY KENWORTHY	DISCONNECT NOTICES	\$ 216.32
TRUCK EQUIPMENT INC.	TOMMY GATE REPAIRS	\$ 728.81
USDA, APHIS, MISCELLANEOUS	TURKEY VULTURE	\$ 500.00
Walsh Door & Hardware Co	MILESTONE CAMERA CARE RENEW	\$ 293.00
WELLMARK BLUE CROSS BLUE SHEIL	FSA PROCESSING FEES	\$ 807.48
WESTECH	NOZZLES FOR AREATOR @ WATER	\$ 523.50
YOUNG TAILOR SHOP	STOVER TAILOR	\$ 37.00
Accounts Payable Total		\$ 1,192,848.40
GENERAL		\$ 98,432.53
ROAD USE		\$ 8,399.78
TIF		\$ 212,097.55
L.M.I		\$ 383.81
CITY FACILITIES TOTAL		\$ 138,993.85
CAPITAL WATER PROJECT		\$ 4,000.00
WATER		\$ 33,891.99
SEWER		\$ 619,493.56
SOLID WASTE/RECYCLING		\$ 69,721.92
STORM WATER UTILITY		\$ 7,433.41
TOTAL FUNDS		\$ 1,192,848.40



City of Polk City, Iowa City Council Agenda Communication

Date: December 1, 2023
To: Mayor Karsjen & City Council
From: Chief Jeremy Siepker
Subject: Police Department Standard Operating Procedures acknowledgement

BACKGROUND: The Police Department Standard Operating Procedures manual is a 10-chapter guide for departmental operations and standards. The Police Department has always had a Standard Operating Procedures manual in place and those documents undergo a full annual review by the Chief and updates are made throughout the year as needed based on changes within the department, trends in law enforcement and as required by case law and legislation. The full policy manual was acknowledged by the Council in November 2022.

Attached are the Standard Operating Procedures that have been updated during the 2023 annual review for your acknowledgement. These include Chapter 6.17 – Officer Wellness, Chapter 6.19 Naloxone, Chapter 7.01 Evidence and Property Management, Chapter 8.03 Discipline, and Chapter 8.07 Annual Reviews.

ALTERNATIVES:

FINANCIAL CONSIDERATIONS: N/A

RECOMMENDATION: It is my recommendation that the Council acknowledge and file the Police Department Standard Operating Procedures manual.

Title: Officer Wellness			Number: 6.17
Date Issued: 10 Dec. 2018	Updated: 15 Nov 2023	Reviewed: 15 Nov 2023	Page(s) 1

- I. PURPOSE:** To provide training and resources in an effort to ensure wellness among Polk City Police Department employees. The Chief of Police realizes that acute traumatic events and cumulative stress can be detrimental to the health of a police officer. It is imperative that police officers have training and services available to assist in mitigating the effects of stress encountered in the line of duty.
- II. POLICY:** The Polk City Police Department will provide periodic training relating to officer wellness. Resources relating to officer wellness will also be offered to employees of PCPD at no cost to the employee. These services will be confidential.
- III. PROCEDURE:**
- A.** At least once a year an in-service session will be held for officer wellness. These sessions will offer information and resources relating to various areas of officer wellness. These areas will include, but not be limited to:
 - 1. Physical wellness
 - 2. Mental wellness
 - 3. Relational wellness
 - 4. Financial wellness
 - 5. Spiritual wellness
 - B.** At least once a year, full-time Polk City Police Officers will attend a Proactive Annual Check-in (PAC) provided by Psychology Associates or similar “annual check-in” provided by a licensed therapist or Psychologist, with approval of the Chief. This will be provided at no cost to the employee.
 - C.** All employees will have access to resources to improve and maintain their wellness. These services will be through the city sponsored Employee Assistance Program (EAP), or other avenues if necessary.
 - D.** PCPD employees will be encouraged by Supervisory staff to seek out assistance in the event of a tragic or traumatic event. Supervisory staff will assist in any manner necessary to help an employee obtain assistance.
 - E.** PCPD employees will be respectful and aware of any other employee who may have handled a tragic or traumatic event, either on or off-duty.

Title: Naloxone			Number: 6.19
Date Issued: 17 Jun. 2019	Updated: 15 Nov 2023	Reviewed: 2 Nov 2023	Page(s) 2

- I. **PURPOSE:** The purpose of this section is to establish guidelines and procedures governing the utilization of Naloxone administered by the officers of the Polk City Police Department to treat opioid overdoses and minimize the overdoses caused by opioids.

- II. **POLICY:** With drug overdose emerging as the leading cause of death in the United States and officers responding to a growing number of incidents that may end in death due to opioids. It is the policy of the Polk City Police Department that officers be trained to recognize a potential opioid overdose and be equipped to render lifesaving aid to those affected by opioid overdose.

- III. **DEFINITIONS:**
 - A. **Opioid Overdose:** result from the slowing of breathing, eventually leading to respiratory failure. Signs include non-responsiveness, inability to speak, slow or no breathing, blue or grayish lips and fingernails.

 - B. **Naloxone** is a pure opioid antagonist that is used to completely or partially counter the effects of opioid overdose, such as heroin, morphine, or other narcotic painkillers. The use of Naloxone works by blocking opioids from binding with the brain's receptors, allowing the body to return to normal breathing.

- IV. **PROCEDURES:**
 - A. **Officer Responsibilities:** At all times, officers shall carry the issued Naloxone kit and it shall be stored in the officer's patrol vehicle. Officers shall be trained in the use of Naloxone and shall deploy Naloxone in accordance with the training provided by the department. Officers shall utilize Naloxone on subjects believed to be suffering from an opioid overdose.
 - 1. Signs and Symptoms of an Opioid Overdose include:
 - a. Blood-shot eyes,
 - b. Pinpoint pupils, even in a darkened room,
 - c. Depressed or slow respiratory rate,
 - d. Difficulty Breathing
 - e. Blue skin, lips, or fingernails,
 - f. Loss of alertness,
 - g. Unresponsiveness,
 - h. Evidence of ingestion, inhalation, injection of an opioid drug
 - i. Known past history of opioid use/abuse

 - 2. Use of Naloxone:

- a. Officer shall use appropriate PPE (Personal Protective Equipment)
 - b. Perform an assessment on the patient and determine if signs and symptoms would indicate a possible opioid overdose.
 - c. Speak with bystanders, if appropriate, and scan the area for evidence of an opioid use by the patient.
 - d. Verify with dispatch that EMS is also enroute.
 - e. Use Naloxone as outlined in the user training and instructions on the packaging.
 - f. Retain the used Naloxone kit and dispenser and secure into evidence as part of the case.
3. Documentation/Follow up Procedures: After an officer deploys Naloxone a detailed report shall be completed by end of shift. The officer's immediate supervisory shall be notified of the incident. The supervisor shall review the incident report to ensure that the responding officer has documented the incident appropriately and in accordance with this policy.
 4. Daily checks of the issued Naloxone kit are required by each officer to ensure the kit is in working order and that the expiration date has not been reached. Any missing, damaged, or expired Naloxone kits shall be immediately reported to the supervisor. The Naloxone shall be stored in the provided red medical bag.
- B. Supervisor Responsibilities:** The Lieutenant shall administer the Naloxone Program and training provided by the manufacturer.
1. Administrators' responsibilities:
 - a. Ensure that authorized personnel have received adequate training in the use of Naloxone and recognition of a possible opioid overdose.
 - b. Ensure that the Naloxone kits are current and not past expirations dates,
 - c. Review any deployments of Naloxone to ensure that it was done within departmental guidelines outlined in this policy,
 - d. Replace Naloxone kits that have been damaged, used, or expired.

Title: Evidence and Property Handling Procedures			Number: 7.01
Date Issued: 1 October 2016	Updated: 2 Nov 2023	Reviewed: 2 Nov 2023	Page(s) 11

- I. PURPOSE:** To define the duties and responsibilities of the Property Custodian and establish guidelines for peace officers in proper handling, storage, return, and destruction of evidence and found property.
- II. POLICY:** It shall be the policy of the Polk City Police Department to comply with the Code of Iowa, regarding matters of evidence and property. It is the policy of this agency to ensure that property in its custody can be properly secured, stored, readily retrieved, and that any changes in its custody have been properly documented. It is also the policy of this agency to dispose of property in its custody in a timely and organized manner.
- III. DEFINITIONS:**
- A. Property:** Anything of value, whether publicly or privately owned. The term includes both tangible and intangible property, labor, and services. The term includes all that is included in the terms of “real property” and “personal property”.
 - B. Evidence:** Seizeable property as defined by IA Code 809.1
 - C. Personal Property:** Material, articles, substances, or items found or seized by, turned in to, or otherwise lawfully comes into the possession of the Department and the Department does not own.
 - D. Real Property:** Lands, tenements, hereditaments, and all rights thereto and interests therein, equitable as well as legal.
 - E. Property/Evidence Custodian:** Officers specifically assigned to receive, process, track, and dispose of evidence and property.
 - F. Seizeable Property:** means any of the following:
 - 1. Property which is relevant in a criminal prosecution or investigation
 - 2. Property defined by law to be forfeitable property
 - 3. Property which, if not seized by the state, poses an imminent danger to a person’s health, safety, or welfare.
 - G. Seized Property:** means property taken or held by any law enforcement agency without the consent of the person, if any, who had possession or a right to possession of the property at the time it was taken into custody.

- H. **Safekeeping:** property taken into custody with the consent of the owner or the person who had possession at the time of the taking.

IV. PROCEDURE:

A. Processing Property

1. Any member of this agency who has property to be placed in secure storage, whether seizeable property, found property or property for safekeeping, shall make an inventory of that property at the location it was found or seized. In cases where it is not practical or safe to inventory said property at the location of recovery, the property shall be inventoried upon its arrival at the police station. The officer shall include the following information for all items:
 - a. Description of the item (including make, model number, and serial number, if any)
 - b. Source (from whom and/or location obtained)
 - c. Name of person primarily responsible for collecting the item or items
 - d. Any case number assigned to the incident during which the property was collected
 - e. The date and time from which the property was seized
2. The impounding officer shall properly handle, mark, and package the property, and transport all physical property to the evidence storage area or other authorized secure location as soon as practical, to include evidence lockers, authorized storage area or large items evidence garage.
3. Evidence of a hazardous nature shall be appropriately packaged and stored in accordance with hazardous materials regulations. Such substances include but are not limited to items which may have been exposed to or contaminated by communicable diseases, hazardous chemicals or waste products. Where appropriate, the custodian will pre-authorize and make arrangements to assume responsibility for storage and control of such substances or for offsite disposal.
4. Neither explosives nor any type of combustible material will be seized for evidence to be stored in the evidence room. A photograph of such materials will be taken and kept in the case file as evidence of the crime. Exceptions to this rule will be at the discretion of the Chief of Police or designee. Any exceptions to this rule must provide for a safe storage facility for such materials - away from the evidence room.
5. Vehicles impounded containing personal property or property held as evidence, in order to protect both the owner's property from loss and the Police Department from unjust loss claims, a property inventory shall be made of all impounded vehicles. Closed storage containers, including but not limited to, the glove compartment, console, and portable containers shall not be opened without consent, a search warrant, probable cause, or exigent circumstances.

B. Drug Evidence

1. Drug evidence shall be turned over to the custodian so that it may be logged and secured in a double locked manner to protect it until such time that it is used in court proceedings or cleared for destruction.
2. Prior to drug evidence being secured in a locker, the impounding officer(s) shall list the following information for each drug and enter this information into SAFE Evidence Management Program:
 - a. Suspected type
 - b. Weight of drug
 - c. Quantity if applicable
3. The custodian(s) shall remove the property from the evidence locker and complete the processing of the drug evidence by:
 - a. Confirming the impounding officer correctly entered the evidence into SAFE Evidence Management Program.
 - b. Confirming the evidence is packaged, labeled, and sealed as required.
 - c. Securing the evidence in a locked cabinet inside the locked evidence room.
4. Drugs removed from storage for court, or for any other lawful purpose, are to be treated as any other evidence in terms of chain of custody.

C. Handling and Counting of Currency

1. A strict chain of custody must be maintained at all times for matters involving currency taken by officers. To that end, officers of this Department shall take the following steps to ensure that currency is handled properly:
 - a. Money shall be counted with two officers present when possible.
 - b. If money is seized from an arrestee, that money shall be counted individually but jointly by two officers in the presence of said arrestee when possible.
 - c. A receipt shall be issued for any currency seized and held from any suspect or arrestee.
 - d. The currency shall be packaged, sealed, and secured into evidence control.
 - e. The evidence custodian shall make arrangements for deposit into the appropriate holding account when applicable.
 - f. The CFO will coordinate deposits into the appropriate holding account. S/he will be present to verify the accuracy of the original count, provide additional reliability when large amounts of money are being removed from the station, and note any differences between the count taken at the station and at the bank when the funds were deposited into a pre-forfeiture/safekeeping account.
2. The CFO will verify that the deposit took place and provide the property custodian with a copy of the deposit slip to be placed into the evidence log and copied to the case file.

3. The custodian and/or CFO shall also give notice to the police chief of the date and amount of the deposit into the pre-forfeiture account.

D. Lost [Found] Property

1. A seizing officer when recovering lost/found property that holds an estimated value of greater than \$5.00 as described in 556F.6, shall exercise the following process:
 - a. Determine if the finder of such property requests to be vested in the title upon disposition or make claim for such property to include compensation from the owner, as described in Chapter 556F.
 - b. The officer shall have the finder attest by affidavit and signature that s/he will comply with the provisions of Chapter 556F to make claim for such property. The finder shall also complete a Found Property Affidavit attesting to:
 - (1.) A detailed description of the property
 - (2.) State when and where it was found
 - (3.) Attest to any alterations since being found
 - (4.) Approximate the value of the property
 - c. The officer shall then seize the property, verify accuracy and completion of the finder's Affidavit, prepare the necessary case documentation, log the item(s) into SAFE Evidence Management Program and secure the item(s) in secure property holding.
2. The property custodian shall then be responsible for sending a copy of the signed affidavit and property record to the Polk County Auditor.
3. The Auditor shall enter a description of the property and the value of the property in the auditor's lost property book.
4. The finder or auditor's office shall be responsible for posting the necessary public notices and/or making publication as applicable.
5. If no person appears to claim and prove ownership to said goods, money, bank notes, or other things within twelve months (366 days) of the date when proof of said publication and posting is filed in the office of the county auditor, the right to such property shall irrevocably vest in the finder. Exceptions to the twelve month period shall be in accordance with regulations set forth in IA Code 556F.3 – 556F.5.
6. Found property that is held by the Polk City Police Department shall be disposed of after a period of 30 days if no owner claims such property and the finder of such property has not filed an affidavit to claim the property as described in IA code 556F.

E. Safekeeping

1. Items will only be taken into custody for safekeeping with the consent of the owner or person having the right to be in possession of the property.
2. The owner, consenting to the release and control, shall be properly listed in the electronic property record and incident report.

3. If consent to the taking of property was given by the person in possession of the property, as reflected SAFE Evidence Management Program or incident report and later withdrawn or found to be insufficient, the property shall then be returned.
4. If property of safekeeping is not returned, it shall be deemed seized as of the time of demand or refusal in accordance with IA Code 809.

V. DUTIES OF PROPERTY CUSTODIAN:

A. Appointment of Custodian

1. At all times, in order to properly process, store, and maintain evidence and property for this Department, there shall be a minimum of one (1) property/evidence custodians.
2. Custodians may be sworn officers employed full-time or non-sworn civilian employed as a Police Support Specialist with the Polk City Police Department, and their appointment as evidence custodians shall be at the discretion of the Chief of Police.
3. The Chief of Police shall have the authority at any time to remove an employee from the duties of property/evidence custodian. The removal need not follow any disciplinary procedures, as evidence custodians are not listed as an official job description for the City.

B. Impounding Property

1. The custodian shall be responsible for receiving, storing, maintaining, releasing, and accounting for all property.
2. Property shall be properly deposited with the custodian or in an approved holding area, and the impounding officer shall document the property in the SAFE Evidence Management Program. The electronic record shall include all information necessary to both document and ensure the integrity of the chain of custody.
3. The custodian shall be responsible for maintaining the electronic SAFE Evidence Management Program.

C. Storage of Property

1. The custodian shall assign a storage location to each item of property and record this information in the custodian's log.
2. Perishable items shall be stored appropriately.

D. Right to Refuse Certain Property

1. The custodian will have the right to refuse any property for processing and storage for any of the following reasons but not limited to these alone:
 - a. Improper packaging
 - b. Improper paperwork accompanying evidence
 - c. Especially dangerous or hazardous material
 - d. Improperly labeled evidence
 - e. Improperly entered electronic record
2. Any refusal on certain items by a custodian must be accompanied by a written and/or oral explanation for the refusal provided to the entering officer. The response will state the reasons for the refusal, as well as the corrective action needed for the property to be

accepted. The Chief of Police or designee has the authority to override a refusal by the custodian.

3. All items refused by the custodian will be secured in a temporary safe pending correction by the officer. Corrections of refused evidence shall be made by the officer and the item shall be resubmitted to evidence control.

E. Storage of Keys for Access to Evidence Areas

1. The evidence custodian shall be responsible for safeguarding the keys and/or code to access property lockers, property storage areas, and other property related matters. Keys shall be stored in a safe and shall be used only when matters of property require them.
2. Each custodian will have access to a key to this safe, and shall be granted the combination to the safe for access to the evidence keys.
3. Should any property locker or property storage area require a code, a copy of the current access code shall be scribed and signed sealed by the custodian to be stored by the Chief of Police.
4. Custodians shall not keep, store or share any code, combination or means of access to a property storage area in a manner that will expose it to unauthorized personnel.
5. A log shall be maintained by the evidence custodians noting all entries to the safe to access keys for evidence processing, destruction, transfer, and other matters. All log entries shall include the date and time the safe was accessed, the name of the evidence custodian entering, and the purpose for which the safe was opened by the custodian. These records shall be subject to supervisory audit at any point in time.

F. Evidence Safe

1. Smaller articles of evidence with higher value shall be stored in a safe, which may include but are not limited to:
 - a. Jewelry
 - b. Wallets
 - c. Watches
 - d. Precious metals
 - e. Currency
2. Currency shall also be stored in this safe. In the event that there is no custodian on duty, the currency may be secured in the evidence lockers as temporary holding.
 - a. A custodian shall be notified of the currency in the lockers at the earliest convenient time. The custodian shall secure the currency in the safe until it can be deposited into the appropriate holding account.
 - b. The currency shall be counted in the manner detailed in section G below and deposited in accordance with this agency's Fiscal Management policy (2.07) as appropriate.
 - c. Currency may be held in the safe for extended periods of time contrary to policy 2.07 when being held for pending

trial-court purposes, pending Ion Scan, or for other specified purposes of the Polk County Attorney's Office.

G. Recording Transfers of Custody

1. The evidence custodian shall be responsible for documenting all changes in custody of physical evidence. This documentation shall be capable of readily identifying the individual or organization currently maintaining custody of the evidence.
2. A written or electronic record, including signatures of responsible parties, of all transfers of physical evidence shall be maintained.
3. Members of this law enforcement agency who assume custody of property from the custodian bear full responsibility for ensuring its security, proper storage and maintenance, and for the return of such property upon completion of evaluation or court proceedings.

VI. DISPOSITION OF SEIZED PROPERTY:

A. Parameters for Return of Seized Property

1. Seized property shall be returned to the owner if:
 - a. The property is no longer required as evidence or the property has been photographed and the photograph will be used as evidence in lieu of the property, or
 - b. If the property is no longer required for use in an investigation, or
 - c. If the owner's possession is not prohibited by law, and
 - d. If a forfeiture claim has not been filed on behalf of the state.
2. If the aggregate fair market value is *more than \$500*, the agency shall serve notice by personal service or by restricted certified mail, return receipt requested, to the last known address of any person having ownership or possessory right in the property. Refusal of restricted certified mail, return receipt requested, shall be construed as receipt of the notice.
3. If the aggregate fair market value of the property is *equal to or less than \$500*, the seizing agency shall serve notice by personal service or by sending notice by regular mail to the last known address of any person having an ownership or possessory right in the property.
4. A person having ownership or right in the property must file a written claim for the property with the seizing agency within 30 days from the date of receipt of the notice and must take possession of the property within 30 days of the expiration time period for filing a written claim. If no written claim is filed within 30 days from the date of receipt of the notice or if a written claim is filed but the claimant does not take possession of the property within thirty (30) days of the expiration of the period of time for filing the written claim, the property shall be deemed abandoned and shall be disposed of accordingly.
5. The notice served or sent shall inform the recipient of the filing and possession requirements of the previous subsection.
6. In the event that there is more than one claim filed for the return of property, at the expiration of the period for filing claims, the agency

shall file a copy of all such claims with the clerk of court and the clerk shall proceed as if such claims were filed by the parties under Chapter 809.3.

7. If the owner is unable to be located or the property is deemed abandoned the following shall apply:
 - a. If the value of the property is *greater than \$500*, forfeiture proceedings shall be initiated pursuant to the provisions of Ch.809A. If the court does not order the property forfeited to the state, the seizing agency shall become the owner of the property and may dispose of it in any reasonable manner.
 - b. If the value of the property is *equal to or less than \$500*, the seizing agency shall become the owner of the property and may dispose of it in any reasonable manner.
 - c. Notwithstanding subparagraph b., firearms or ammunition with an aggregate fair market value equal to or less than \$500 shall be deposited with the Iowa Department of Public Safety.
8. Upon the filing of a claim and following a hearing by the court, property which has been seized shall be returned to the person who demonstrates a right to possession, unless one or more of the following is true:
 - a. The possession of the property by the claimant is prohibited by law.
 - b. There is a forfeiture notice on file and not disposed of in favor of the claimant prior to or in the same hearing.
 - c. The state has demonstrated that the evidence is needed in a criminal investigation or prosecution.
9. The court shall, subject to any unresolved forfeiture hearing, make orders appropriate to the final disposition of the property, including but not limited to, the destruction of contraband once it is no longer needed in an investigation or prosecution.

B. Disposing of Seized Property – General Regulations

1. In such cases where this agency may dispose of any seized property in a reasonable manner the following may apply:
 - a. Selling the property at public auction with the proceeds, less Department expenses, going to the general fund of the City if sold by the city agency; however, the Department shall be reimbursed from the proceeds for the reasonable expenses incurred in selling the property at the auction. Funds from forfeited property associated with Policy 7.02 shall have the proceeds transferred to the appropriate holding account.
 - b. Retaining the property for the Department's own use.
 - c. Giving the property to another agency of government.
 - d. Giving the property to an appropriate charitable organization.
 - e. Destroying the property.
2. Active or Suspended Case: Seized property of a suspect or victim, recovered stolen or seized as seizeable property, may be released if

- a photograph that clearly shows the item and its serial number has been taken for the case file and any of the following occur:
- a. Written authorization of the prosecuting attorney
 - b. Written authorization from the case investigator
 - c. Forfeiture order
 - d. Cases in which the investigator has written a supplemental report showing that s/he has closed the case due to lack of cooperation by the victim or complainant.
 - e. The victim's insurance company (if a claim has been paid)
3. Closed Case: Seized property may be determined no longer required as evidence of a case when any of the following occur:
- a. Sixty (60) days after sentencing of all parties involved to allow for the filing of appeals (if warrants remain active the case is not closed).
 - b. If no charges are filed and the statute of limitations has passed:
 - (1.) One (1) year for simple misdemeanors
 - (2.) Three (3) years for indictable misdemeanors and felonies, except:
 - (3.) Sex abuse adult victim is fifteen (15) years
 - (4.) Sex abuse juvenile victim is time to reach age 18 plus ten (10) more years
 - (5.) Murder has no statute of limitations
 - (6.) **Note:** when a person leaves the state, no period during which the party was not publicly a resident within the state is part of the limitation.
 - c. Fatality crashes, suicides or accidental deaths shall be held for two (2) years then review for civil filings
 - d. Photographs in death cases held indefinitely
 - e. DNA samples and evidence shall be maintained for three (3) years *beyond the limitation* for the commencement of criminal actions as stated in IA Code 81.10
4. Safekeeping: Items taken for safekeeping will be held for a total of thirty (30) days and will be returned to the owner unless extenuating circumstances exist.
5. Firearm: While being held as personal property, a firearm shall only be released back to the owner after a criminal history check was completed to ensure the owner has no prior felony convictions or domestic abuse convictions on file.
6. Lost/Found Property: If the finder of such property requests to be vested in the title upon disposition or makes claim for such property to include compensation from the owner as required in section IV, (D.) and if no person appears to claim and prove ownership, the Department will release such property to the finder if all of the following are completed:
- a. Signed affidavit from the finder is on file with the Department attesting to the interest in the title of said property.
 - b. Twelve (12) months from the date when proof of said publication and posting is filed with the county auditor.

C. Disposing of Seized Firearms

1. The property custodian will prepare a list of all firearms that are to be turned over to the DCI and submit that list for a court order authorizing destruction of the firearms. The list will show the case numbers, makes, descriptions, and serial numbers of the weapons.
 - a. All firearms will be checked for stolen by the property custodian before being turned over to the DCI.
 - b. The inventory will be signed by the property custodian and the DCI representative accepting the firearms.
 - c. Copies of the signed inventory will be given to the DCI representative and the Polk City. The property custodian will file one copy in the custodian's log.

D. Disposing of Seized Drug Items

1. In such cases where this agency may dispose of any seized drug evidence in a reasonable manner the following shall apply:
 - a. Found drugs and drugs held in concluded criminal proceedings are destroyed at an approved incineration facility. The term "drugs" may also include drug paraphernalia.
 - b. Found Drugs or drugs held in concluded criminal proceedings may be court ordered to the Department for the sole purpose of canine training in accordance with chapter 124.506(3).
 - c. The property custodian will prepare a list of property to be destroyed. The list will identify the specific items, weights and/or quantity of each item, and the agency case number.
 - d. The listing will be turned over to the county attorney's office in order to obtain a court order to proceed with the disposal which shall be completed within thirty (30) days from the date of the order.
 - e. The property custodian will make arrangement with the burn facility setting a convenient time for the drug burn.
 - f. The property custodian shall be accompanied by another law enforcement official while transporting drugs to the burn facility.
2. An evidence custodian shall monitor the loading of the items to be destroyed, accompany the items to the destruction site, and observe the destruction process.
3. At the conclusion of the drug burn all copies of the drug listing will be verified by the Lieutenant and signed by the property custodian, and all other independent witnesses.
4. The custodian or Lieutenant will complete an affidavit of verification and return it to the court having ordered the destruction.
5. After the completion of the destruction process, the evidence custodian shall maintain a copy of the destruction records for not less than ten (10) years.
6. Records will include at a minimum:

- a. The date, time, and location of the destruction
- b. An inventory of items destroyed
- c. A list of all witnesses to the destruction
- d. Court order for destruction
- e. Affidavit of verification for destruction

VII. QUALITY CONTROL

The following documented inspections, inventories, and audits shall be completed:

- A. Semi-annual inspections to determine adherence to property control procedures shall be conducted by the Lieutenant, if necessary done in conjunction with an outside official.
 1. Initially, five (5) random cases will be selected for verification of items of evidence, location, weight/quantity, and status.
 2. If these cases do not pass in full compliance, an audit of twenty-five (25) single items of property/evidence from separate pending cases held by the Department shall be examined. A comprehensive report will be written by the Lieutenant to advise of the discrepancies and to make recommendations on how to alleviate further error and, where applicable, request a full inventory of the property room and possible personnel reassignment(s).
 3. The Lieutenant shall be the individual responsible for identifying which cases will be examined and will rotate these audit procedure methods as necessary.
- B. An inventory of property should occur whenever a property custodian is assigned to and/or transferred from a custodian position. The inventory will be conducted with the remaining custodian, the new designee, and a designee as assigned by the Chief of Police.
- C. Unannounced inspections of property storage areas, to include secured areas within the storage area, are conducted as directed by the Chief of Police or Lieutenant.

Title: Discipline			Number: 8.03
Date Issued: 1 October 2016	Updated: 2 Nov 2023	Reviewed: 2 Nov 2023	Page(s) 4

- I. **PURPOSE:** To establish comprehensive protocols for corrective action/discipline against Polk City Police employees.
- II. **POLICY:** The Internal Affairs function is important for the maintenance of professional conduct; therefore, it is the policy of the Polk City Police Department to thoroughly investigate any and all formal complaints on Police Department employees.
- III. **DEFINITIONS:**
Corrective Action/Discipline: Failure to comply with any municipal, state, or federal law, Department policy, rule and regulation, procedural instruction, or any gross unjustifiable deviation from operational procedures as given in Department memorandums, manuals and/or training will result in corrective or disciplinary action as set forth in this policy. For the purpose of this policy, corrective actions shall include coaching, counseling/caution, verbal warning and written reprimands. Disciplinary actions shall include suspension, demotion, and/or discharge. All actions shall be promptly and consistently administered and thoroughly documented appropriate to the infraction committed.
- IV. **REGULATIONS:**
- A. This manual is made part of each member's equipment, and each member will be familiar with these policies, rules and regulations, and procedural instructions. Ignorance is not an excuse.
- B. Any employee who commits an offense contrary to law, who acts in an unethical manner, violates the rules or policies of the Department, who is incompetent to perform an assigned duty, or who demonstrates unsuitability for further services as a police officer, is subject to appropriate disciplinary action up to and including termination.
- C. **Violations of Standards**
A violation of any Department policy, rule or regulation, procedural instruction, order or directive may result in a penalty of:
1. *Oral Reprimand/Warning:* Formal verbal warnings will be documented and placed in the employee's personnel file. If no further actions result, employees may request the removal of a documented verbal warning after one year.

2. *Written Reprimand/Warning:* The Chief of Police or supervisory designee, and in their absence the City Manager may formally reprimand the employee in writing. Such reprimand shall become part of the employee's personnel records and a copy of the reprimand shall be given to the employee. The employee shall be required to sign the written reprimand acknowledging receipt. One copy shall be placed in the employee's personnel file. The employee shall have the right to enter into his/her personnel file a written response to any critical comments or reprimands placed in the file.
3. *Suspension:* Upon an infraction as listed herein, or if the employees work habits, attitudes, production, or ability to handle the duties of the position fall below the desired standards for continued employment, the Chief of Police or supervisory designee, and in their absence the City Manager, may suspend the employee. The length of the suspension shall be based on the nature of the offense and the number and length of previous suspensions. Notification of a suspension shall be in writing to the employee and shall become part of the employee's personnel file.
4. *Demotion:* The permanent removal from a position of supervisory authority for cause or due to agency restructuring.
5. *Termination:* Termination is the permanent removal from the job and may occur at any point in the discipline process.
6. Any officer who is suspended or terminated will deliver his/her badge, weapon(s) issued by the Department, and his/her police identification card to the Office of the Chief immediately upon notification of the intended action.
7. The disciplinary process is not contractual, and nothing contained herein shall require progressive discipline. A violation may result in disciplinary action being imposed at any level of severity. In all cases Department processes will be in compliance with Chapter 80F of the Code of Iowa.

D. Causes for Disciplinary Action

The seriousness of an offense will often vary with the circumstances prevailing at the time it occurred and the motives prompting it. Related and mitigating factors shall be considered when determining the appropriate action to take. Each of the following violations may be cause for discipline. The list of offenses presented herein does not purport to be all-inclusive. Additional causes for corrective action/discipline are outlined in policies 8.01 and 8.02 and throughout this manual. Causes for disciplinary action include, but are not limited to:

1. Obtain materials or leave time based on fraudulent information, dishonestly, stealing and/or other criminal acts.
2. Involvement in a felony, or in a misdemeanor involving moral turpitude, casting doubt on the ability to perform the job effectively.
3. Conduct unbecoming on the part of a certified professional that is contrary to the interests of the public served or which harms the standing of the profession in the eyes of the public.

4. Unreasonable, abusive treatment of a client, citizen, fellow officer, or city employee, including verbal or nonverbal harassment.
5. Violation of any lawful and reasonable Department policy, or refusal or inability to carry out a city rule, regulation, directive or instruction, in whole or in part, as may be expected of the employee in his/her service to the City.
6. Non-compliance with or inaction regarding rules, policies, assignments, procedures (provided the individual has been instructed or given access to knowledge of proper systems) in what is expected.
7. Destruction or loss of City property, including the abuse of equipment and/or allotments.
8. Absence from duty without permission, proper notice, or satisfactory reason.
9. Falsifying records, knowingly giving inaccurate information or unnecessarily withholding information.
10. Being under the influence of narcotics, alcohol or other impairing or illegal substances on the job.
11. Disregard to the City's Equal Employment Opportunity Policy prohibiting discrimination on the basis of race, creed, color, marital status, national origin, religion, sex, age, handicap, political affiliation or ancestry.
12. Incompetence, ineffectiveness, inefficiency or wastefulness in the performance of assigned duties.
13. Failure to pay or make reasonable provisions for payment of debts to such an extent that such failure causes continued contact by the employee's creditors and disrupting City business.
14. Disregard for safety policies, procedures, reporting requirements, and/or improper or non-use of safety gear, clothing or equipment.
15. Involvement in vehicular or personal crashes indicating an unacceptable pattern of incidents, whether or not added costs to the City result.
16. Solicitation or acceptance of money or anything of value to influence decisions in public matters or as a reward for such decisions.
17. Engaging in personal business/other employment while on duty, or using City vehicles, property or equipment for personal use except as such use may be in conjunction with a specific program, specific assignment or with permission.
18. An attendance record which demonstrates a consistent or continual lack of availability for work to the extent that ineffectiveness or inefficiency of services results.
19. Engaging in activities or habits which interfere with the individual's or any other employee's performance on the job.
20. Physical or emotional inability to perform duties of position.
21. Misuse or unauthorized modification of the Department's computerized network to include unauthorized access to documents, drives, or misuse of the electronic mail system.
22. Misuse, breach of confidentiality, other improper access or dissemination of [un]official department information or law

enforcement database, records, or intelligence information for purposes unrelated to professional responsibilities or actions that may reflect poorly on the corporate image of the City.

23. A computer security violation that results in the disclosure of sensitive or classified information; secondary release of any IOWA System data to an unauthorized individual(s); unauthorized modification or destruction of system data including but not limited to unauthorized modification or cancellations of IOWA System entries, logs or any other storage medium; activities or actions that result in the loss of the agency's computer/IOWA System processing capability. Theft, loss due to carelessness, or intentional unauthorized destruction of any computer system media including: Chip ROM memory, optical or magnetic storage medium, hard copy printout, etc.
24. Negligent conduct in the handling and treatment of individual(s) in police custody or detention, whereas the officer knows or reasonably should know that any disregard to health, safety, or supervision may create an excessive risk to an individual's welfare, not excluding an officer's failure to alleviate a significant risk that may potentially cause serious harm.
25. Deliberate indifference in the handling and treatment of individual(s) in police custody by knowing of and disregarding an excessive risk to one's health or safety. Whereas the officer is aware of facts from which the inference could be drawn that a substantial risk of serious harm exists and draws the inference.
26. Fail to exercise "Duty to Interceded", when appropriate, as defined in Policy 5.01.
27. Items listed in the City Personnel Policy Manual that have not already been listed.

Title: Performance Evaluations			Number: 8.07
Date Issued: 1 October 2016	Updated: 15 Nov 2023	Reviewed: 3 Nov 2023	Page(s) 2

- I. PURPOSE:** Annual performance reviews will occur to present every employee with an honest, straightforward reflection of his/her job performance; to advise the employee of strengths and weaknesses that affect job performance; to assist management in reviewing the overall effectiveness of its operation and to identify areas in which training could be beneficial; to create a forum for discussion to exchange career related communications between superiors and subordinates; and to provide a vehicle to document employee successes and areas of improvement on a regular basis.
- II. POLICY:** All employees of the Polk City Police Department will receive an annual performance review on or near June 1st. Employees will also be provided the opportunity to thoroughly discuss their progress towards professional growth or career advancement.
- III. PROCEDURES:**
- A. Completing the Evaluation**
1. Evaluations should be completed and signed by the employee's supervisor who is familiar with the employee's performance.
 2. Evaluations are to normally be completed annually, using current performance evaluation forms and instructions prepared and issued by the Chief of Police.
 3. The supervisor should complete and review the performance evaluation form before it is presented to the employee. This review is to ensure consistency in the use of the form and provide insight and consultation for developing a fair and concise follow-up conference.
 4. Upon completion of the evaluation form, a conference should be conducted with the employee.
 - a. To discuss the evaluation and produce direction for the employee's future performance.
 - b. To create goals and objectives to be discussed and written out by the employee. These goals and objectives are to be used to assist the employee to achieve his/her own personal performance goals. The employee must assist in supplying his/her own goals and objectives for the coming year.
 - c. At the completion of the conference the employee is asked to sign the performance evaluation form as a record that he/she has been advised of its contents. The employee may file a written statement outlining any areas of disagreement.
 - d. Distribution of the performance evaluation includes a copy for the employee, one for Department administrative files,

and the original for the employee's personnel file (after review by the Chief of Police and City Manager).

5. The performance evaluation, supporting documents, and discussions relating to the evaluation process will be treated in a confidential manner.

B. Supervisors

1. It will be the responsibility of the employee's supervisor to develop his/her personnel management skills in such a manner that this annual evaluation is a culmination of a systematic documentation of counseling efforts and positive reinforcement/recognition that has been consistently applied throughout the employee's work year.

C. Unsatisfactory Performance

1. If an employee demonstrates a repeated pattern of unsatisfactory performance, s/he may be subject to formal intervention through use of a Performance Improvement Plan (PIP). During this process troubled employees may be required to participate in a cumulative review of performance and ordered to complete a self-evaluation.
2. Employees on a PIP may be "recycled" through the field training program or other specialized training measures.
3. Failure to successfully demonstrate skills as outlined in a PIP will result in referral to the formal discipline process with action up to and including termination.



City of Polk City, Iowa City Council Agenda Communication

Date: December 11, 2023
To: Mayor, City Council, and City Manager
From: Karla Hogrefe – Fire Chief
Subject: November 2023 Monthly Report

BACKGROUND: There were 34 calls for service in the month of November. We had Paramedic coverage 30 nights out of 30. Full-Time FF/Paramedic Riley Noggle picked up three on-call shifts and five overtime shifts to help cover the paramedic position this month. Full-Time FF/Paramedic Alissa Furry picked up one overtime shift to help cover. Full-Time FF/EMT Tyler Pedersen passed his Paramedic psychomotor and written test in November. We are currently waiting for his name to show up on the state's website as a certified Paramedic. Once that happens, he will begin his paramedic orientation and all of our full-time members will be fully certified. FF/Paramedic Tad Watson and FF/Paramedic Josh Klinge are both back from their leave of absences and started working part-time shifts again. FF/EMT Joe Culham changed from a part-time member to a paid-on-call member as he recently moved to Polk City. Joe is also attending paramedic class at Mercy. Part-time member Kristin Fox is also in paramedic class at DMACC.

November Staff Anniversaries:

November 15 - FF/Paramedic Tad Watson – 1 year
November 15 – FF/EMT Grant Chaney – 1 year
November 29 – FF/Paramedic Rob Zahnd – 1 year

TRAINING: We conducted 2 trainings, a department business meeting, and an officer's meeting in November. November 8 – EMS Training trauma emergencies and low angle rope rescue training with two continuing education hours provided. November 14 – Officer's Meeting and Department business meeting. November 21 – Off for Thanksgiving. November 28 – EMS hands-on skills and equipment training with two continuing education hours provided.



Above: Low angle rope rescue training for a trauma patient.



Taking the patient up the hill in the stokes basket



Loading the patient in the ambulance from trauma training.



R458 drafting out of Big Creek during day crew training.

PUBLIC RELATIONS: November was a slow PR month after our busy October month.

November 9 – Lieutenant Nate Reis escorted the NP HS Boys Football team out of town for state football.

SIGNIFICANT EVENTS: November 25 – Had our first snow of the season which caused a significant three car vehicle accident on the mile long bridge. Nobody was hurt, but there was significant damage along with fluid clean-up. FD crews assisted with Polk County with traffic control, bridge closure, and clean-up.

Station Remodel Updates: A lot of work got done on the remodel in November. Appliances were ordered and installed, flooring was installed, and cabinets were being installed. The walk-thru punch date moved from December 4 to December 11.



Pictured Above: Looking from the day room to the kitchen.



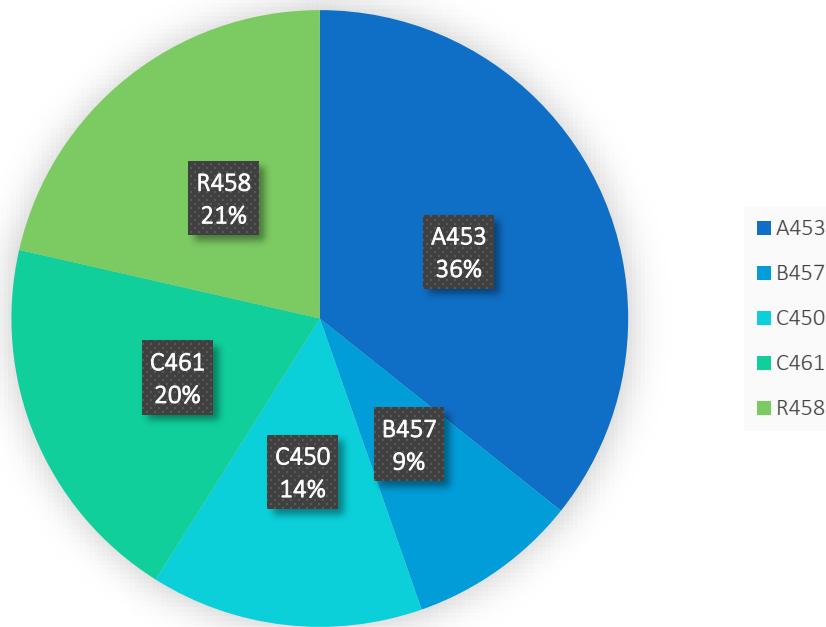
Pictured Left: Report writing room.



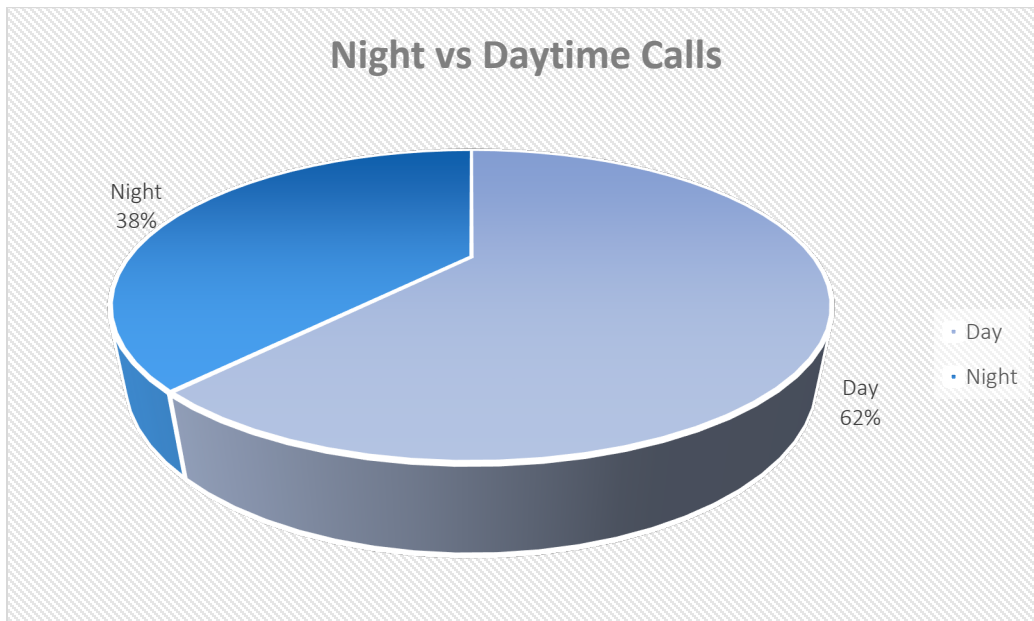
Pictured Right: Bathroom/shower.

Responses per apparatus including Ambulance 453, Brush 457, Car 450, Car 461, and Rescue 458.

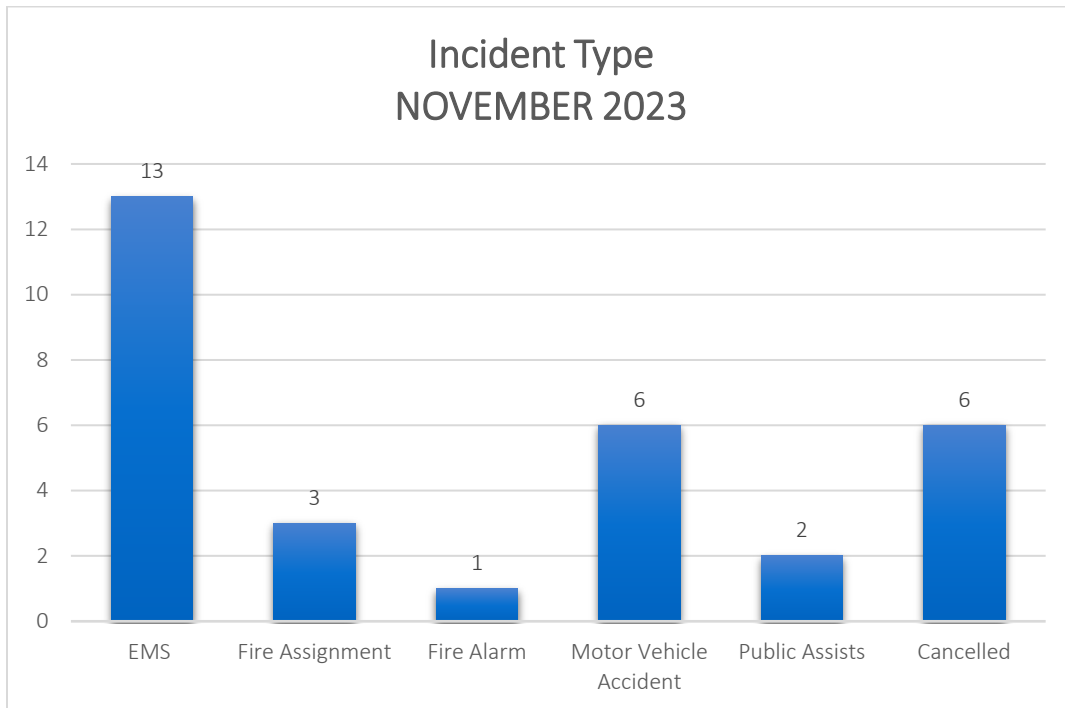
Apparatus Response



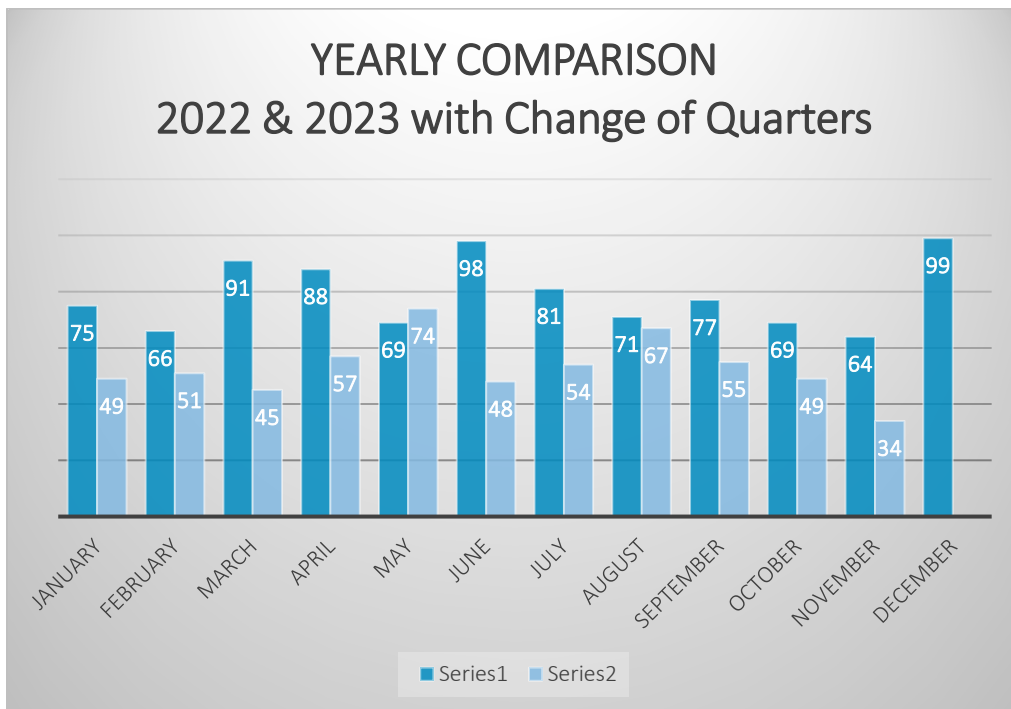
21 calls were during the day shift, between 06:00 hours (6:00 AM) and 18:00 hours (6:00 PM). 13 calls were during the night shift, between 18:00 hours (6:00 PM) and 06:00 hours (6:00 AM):



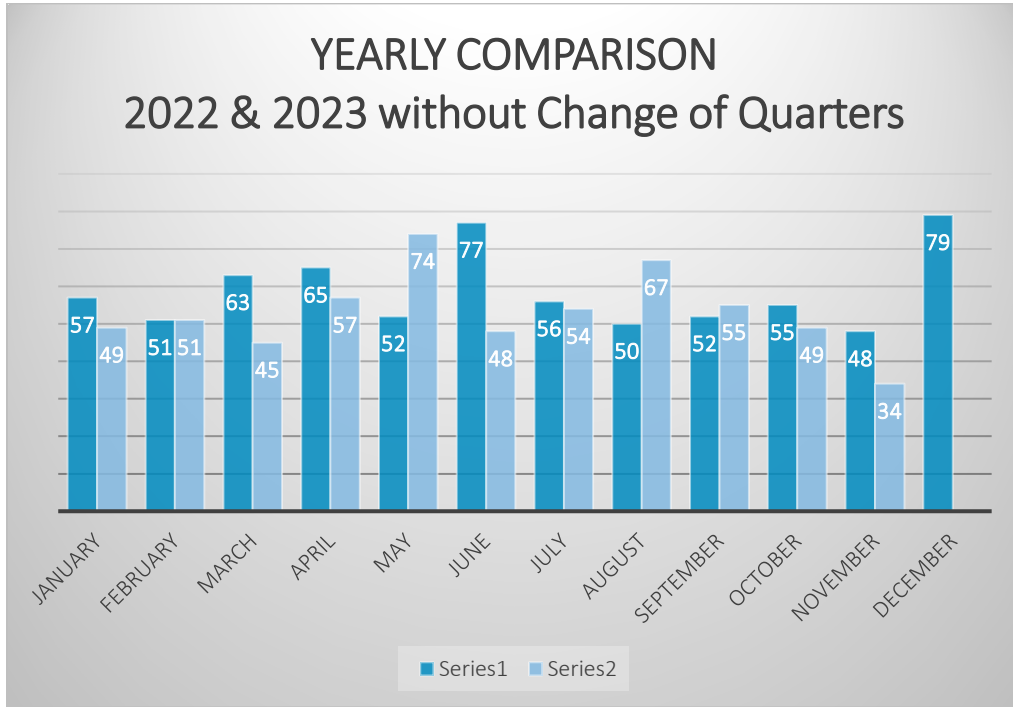
The “Incident Type” of calls was predominately EMS related and cancelled en route.



Below shows run numbers including change of quarters calls from 2022.



Below shows run numbers without change of quarters calls from 2022.





City of Polk City, Iowa City Council Agenda Communication

Date: December 11, 2023
To: Mayor, City Council, & City Manager
From: Karla Hogrefe – Fire Chief
Subject: Billing Fee Schedule Updates

BACKGROUND: The Iowa Fire Service updates the Hazardous Materials Response Fees annually. We updated our fees last year to match the Iowa Fire Service and I believe that we should do this again for the calendar year 2024. Attached is our billing schedule fees along with the Iowa HazMat Fee Policy for reference.

ALTERNATIVES: N/A

FINANCIAL CONSIDERATIONS: The fees increasing are for hazardous materials heavy response from \$357.14 to \$368.57, and light response from \$284.63 to \$293.74.

RECOMMENDATION: It is my recommendation that we increase the Polk City Fire Department's billing schedule fees effective January 1, 2024, to mirror the Iowa Fire Service Fees.

2024 Polk City Fire Department Billing Schedule

OLD

Emergency Medical Services

Advanced Life Support - Transport Fee	\$ 825.00
Advanced Life Support - Level 2 Base Fee	\$ 1,200.00
Basic Life Support - Transport Fee	\$ 725.00
Treat & Release	\$ 250.00
Transport - per loaded mile	\$ 14.00
Paramedic Tier	\$ 250.00
Ambulance Stand-By Hourly Fee	\$ 125.00
Additional Stand-By Staff Hourly Fee - per person	\$ 33.00
Gator & Stand-By Staff Hourly Fee	\$ 100.00

Fire & Rescue

Vehicle Fire	\$ 200.00
Vehicle Accident Scene Clean-Up	\$ 100.00
Engine Company Assist/Minor Extrication	\$ 300.00
Tool Assisted Extrication	\$ 500.00
Special Operations (ice/water or tech rescue) Hourly Fee	\$ 284.76
Engine Company Stand-By (4 personnel) Hourly Fee	\$ 100.00
Additional Stand-By Staff Hourly Fee - per person	\$ 33.00

Hazardous Materials

Heavy Response Apparatus (4 personnel) Hourly Fee	\$ 368.57	357.14
Light Response Apparatus (2 personnel) Hourly Fee	\$ 293.74	284.63
Additional Staff Hourly Fee	\$ 33.00	

Expended Materials	Replacement cost + shipping	
Equipment Repair and/or Cleaning	Cost (parts + labor) + shipping	
Damaged Equipment and/or Property	Replacement and/or repair cost + shipping	
Other (contracted services, equipment, evacuation)	Billed as used	

Administrative

Fire or EMS Report	\$ 20.00
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Iowa Administrative Code section 876 -8.9 limits charges for medical records as follows: \$20 for the first 20 pages, plus \$1 per page for the 21st - 30th page, plus \$0.50 per page for the 31st - 100th page, plus \$0.25 per page for the 101st - 200th page, plus \$0.10 per page for each page after the 200th, plus the actual expense for postage. No other expenses are allowed.

Iowa Fire Service
Annual Hazardous Materials Response Fee Structure
Calendar Year 2024

Category	Examples	Hourly Cost*
Heavy Response Apparatus with 4 personnel	Engine, ladder, heavy rescue, etc.	\$368.57
Light Response Apparatus with 2 personnel	Tanker, brush truck, ambulance, staff car, etc.	\$293.74
Extra Response Personnel		\$28.41
Expended Materials	Foam, containment booms, sand, absorbent, etc.	Replacement cost, including shipping.
Equipment Repair and/or Cleaning	Personal protective equipment, hose, nozzles; apparatus, etc.	Cost (parts plus labor), including shipping.
Damaged Equipment and/or Property	May include injury to, destruction of, or loss of natural resources, etc.	Replacement and/or repair cost, including shipping.
Other	Contracted services, contracted equipment, evacuation of people, etc.	Billed as used.

*Minimum of one hour. Billed in 15-minute increments beyond the first hour.

This fee structure will be updated in January of each year according to the CPI-U, US City Average, All Items, 12-month percentage change for the period ending in October of the preceding year. (Reference: <http://www.bls.gov/cpi/>)

References:

- Hazardous Materials Response Billing Protocol for Iowa Fire Departments, Authored by Iowa Firemen's Association and the Iowa Hazardous Materials Taskforce, December 2002.
- Iowa Code 455B.392

Supporting Fire Service Organizations:

Iowa Firefighter's Association
Iowa Fire Chief's Association
Iowa Association of Professional Fire Chiefs
Iowa Hazardous Materials Task Force



City of Polk City, Iowa City Council Agenda Communication

Date: December 11, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager

Subject: Collective Bargaining agreement between City of Polk City Police Dept. & Teamsters Local 238

BACKGROUND: On Monday evening, the City Council will review and consider a 3-year collective bargaining agreement between the City of Polk City Police Department and the Teamsters Local #238. A red-lined copy of the proposed agreement is available in the Council packet. There are 4 proposed changes to the agreement:

1. Court proceedings-Compensation for court proceedings will be at the officer's overtime rate for all hours worked.
2. Parental Leave-same as identified in the city's employee handbook.
3. Wages-3 year increases of 8.5% in FY2025; 6% in FY2026; and 6% in FY2027.
4. A change for where the Police Chief can bring in certified officers on the step scale without the union's approval. The current agreement states the Police Chief/City can bring in a certified officer up to step 3 without approval from the union, the new proposed agreement changes that step to 5.

ALTERNATIVES: Do not approve the agreement

FINANCIAL CONSIDERATIONS: The most significant financial consideration is for wages. I estimate that the new agreement for just wages, FICA, and IPERS to have a financial increase over a 3-year period of \$137,304. This would be an increase for FY2025 of \$50,801; FY2026 of \$46,195, and FY2027 of \$40,308. It is important to note that the estimate is for our current staff, and assumes we will retain our current officers.

RECOMMENDATION: It is my recommendation that the City Council approve the collective bargaining agreement between the Police Department & Teamsters Local #238.

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF POLK CITY, IOWA

POLICE DEPARTMENT

and

Teamsters Local 238



JULY 1, 2024

through

JUNE 30, 2027

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AGREEMENT

THIS AGREEMENT entered into this ____ day of _____ 2023, by and between the CITY OF POLK CITY, IOWA, hereinafter referred to as the "City," and Teamsters Local 238, hereinafter called the "Union", represents the complete and final agreement between the City and Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1 - RECOGNITION

The City hereby recognizes the Union as the exclusive bargaining representative for all regular full-time Police Officers, as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 100067, dated December 1, 2015, which excludes all other Polk City employees.

ARTICLE 2 - SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event any Article is found contrary to applicable law, the parties shall meet to negotiate a replacement Article.

ARTICLE 3 - CITY RIGHTS

The City shall have, in addition to all powers, duties and rights established by law, the exclusive power, duty, and right, including but not limited to: plan, direct and control the work of its employees; discipline, suspend or discharge employees; to develop and enforce rules for employee discipline; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; make inspections; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, means, assignments, and personnel by which operations are to be conducted; to establish production standards; to establish, change, and enforce work schedules; to abolish, create, or change jobs and their duties; to determine the number and times of shifts; and to manage the operation in the traditional manner, is vested exclusively with the City. It is agreed that the enumeration above shall not be deemed to exclude other areas not specifically enumerated.

For clarification purposes, it is mutually agreed upon the City reserves the right to direct and control D.O.T. inspections, off-duty work through the City, and all other rights in accordance with Chapter 20.

ARTICLE 4 - PROHIBITED PRACTICES

It is mutually agreed upon both the City and the Union shall not engage in any prohibited practice as defined by Chapter 20.10 of the Code of Iowa.

ARTICLE 5 - NON-DISCRIMINATION IN EMPLOYMENT

There shall be no discrimination in employment by the City or the Union toward any employee because of their membership in, or non-membership in, the Union or any other protected class.

The parties will not discriminate against an employee because of an employee's support or non-support, or participation or non-participation in Union affairs and/or activities.

ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. Any matter of dispute that may arise between the City and an employee regarding the violation of an expressed provision of this Agreement shall be handled in accordance with the following procedure:

Step 1. - Informal: An employee shall discuss a complaint or problem orally with his/her supervisor within seven (7) calendar days following its occurrence in an effort to resolve the problem in an informal manner.

Step 2. Within seven (7) calendar days after the decision in Step 1, or if no decision has been made within seven (7) calendar days of the informal conference, the employee shall then present the written grievance to his/her Chief of Police. The grievance shall state the nature of the grievance, shall note the specific clause or clauses violated, and shall list all facts and witnesses, as they know them to be. Such Chief of Police shall respond in writing within seven (7) calendar days.

Step 3. Within seven (7) calendar days after the decision in Step 2, or if no timely decision has been made, the employee shall then present the written grievance to the City Manager, who shall respond within fourteen (14) calendar days.

Step 4. If not resolved, the grievance may be submitted to arbitration within fourteen (14) calendar days after the decision in Step 3, or if no decision has been made, said grievance may be submitted to arbitration by submitting written notice to the Mayor. Such notice shall specify the Section(s) of the Agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request the Federal Mediation and Conciliation Service or the Public Employment Relations Board to submit to the parties a list of seven (7) arbitrators, from which list the parties shall select one (1) arbitrator. Either party may reject the list and request a different list. Such

selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list, with the parties tossing a coin to determine the striking procedure.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the City's last answer. If a grievance at Step 2 is not timely answered by the City, it may automatically be referred to Step 3.

The parties shall share the fees and expenses of the arbitrator equally. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The Union is precluded from presenting any facts or witnesses to the arbitrator that was not presented to the City. The arbitrator's decision shall be final and binding on all parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public. However, grievance proceedings may be open to the public upon the request of either party, without mutual agreement.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of the Union and City.

If the employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the City shall not be required to process the same claim or set of facts through the grievance procedure.

ARTICLE 7 - SENIORITY

Seniority means an employee's length of full-time continuous service in a department with the City since their last date of hire. Seniority shall be administered on a department-wide basis.

All new employees shall serve a probationary period not to exceed twelve (12) months. They may be terminated for any reason during the probationary period without recourse to the grievance procedure. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his/her seniority will be determined from their date of hire.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged.

- (c) An employee who is absent from work two (2) days without notice to the City.
- (d) Failure to report for work at the end of leave of absence.
- (e) Failure to report to work within five (5) days after being notified to return to work following layoff, when notice of recall is sent by certified mail to employee's last known address, according to City records.
- (f) An employee is off work for any reason for twelve (12) months or the length of the employee's seniority, whichever is shorter.
- (g) Employee retires.

It is the employee's responsibility to keep the City informed of their current address and phone number.

ARTICLE 8 - PROMOTIONAL PROCEDURES

When filling a promotional vacancy, the Police Chief may consider the employee's qualifications, ability, aptitude and work record and seniority. If the Police Chief determines these factors are reasonably equal between two (2) or more employees, then seniority shall prevail. Employees will be on promotional probation for ninety (90) days. At all times, the Police Chief reserves the right to hire from outside to fill a vacancy.

A regular full-time employee who vacated his/her position to accept probationary appointment to a class in a higher level and who is rejected during the probationary period shall be reinstated in his/her former position and rate of pay.

ARTICLE 9 - LAYOFF AND RECALL

In the event the work force is to be reduced, the City agrees to provide affected employees as much advance notice as is administratively practical. The Police Chief will select the employee to be laid off based on the employee's performance with consideration given to seniority and qualifications. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available, as determined by the City. Probationary employees have no recall rights.

Employees to be recalled after being laid off shall be notified five (5) days in advance by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record.

ARTICLE 10 - LEAVES OF ABSENCE

Absence approval from the Police Chief, regular full-time employees shall not be eligible for leaves of absence with the exception of funeral leave until completing six (6) months of full-time employment if certified or six (6) months after certification.

Funeral Leave

In the event of death of a full-time employee's spouse, child (step), parent (step), spouse's parent, brother (step), sister (step), domestic partner, grandparents, grandchild, or son or daughter of the employee's spouse or domestic partner, said employee may be granted up to five (5) days leave of absence with pay for attendance at the funeral and other related functions. An employee may extend the funeral leave when needed by using accrued vacation.

Military Leave

A full-time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A of the Code of Iowa. The City will pay the difference between the military pay and what the employee would have received if working.

The City recognizes an employee's re-employment rights in accordance with the Uniform Services Employment and Reemployment Act.

Jury Duty

An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the City. When released from duty during working hours, the employee will report to work immediately, or contact his/her supervisor.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week. The Police Chief shall make determination of daily and weekly hours of work. The Police Chief will publish a schedule in advance with consecutive days off and no changes will be made unless in the case of an emergency without a 30-day notice.

Hours

An officer's regular workday will either be comprised of either an 8, 9, 10, or 12-hour tours of duty and include a paid lunch (30 minutes) and two paid breaks (15 minutes each).

Officers will bid shifts once a year by seniority. The annual shift bid will go into effect July 1st of each year. Shifts will be posted at least 45 days in advance of the change date and bids will be awarded with at least a 30-day advance notice to employees.

Overtime

Overtime shall be paid for at the rate of time and one-half the employee's straight time hourly rate for all hours worked in excess of the officer's regular shift or work schedule. Overtime shall not be paid more than once for the same hours worked. All funeral leave, on call, holiday and bereavement leave will NOT be considered work time for the purpose of determining overtime.

Call Back

An employee who is called back to work or called out to work for any reason other than employee negligence shall be compensated a minimum of two (2) unless such call back is two (2) hours or less prior to his/her shift. Call back time does not apply when an employee is ordered to work beyond his/her regular shift.

Court Proceedings

Officers required to appear in court or report for other judicial proceedings outside of his/her regular shift shall be compensated at the officer's **overtime** rate for all hours worked with a two (2) hour minimum.

On Call

Employees who are placed "On Call" shall be compensated at a rate of one dollar (\$1.00) per hour.

ARTICLE 12 – PAID TIME OFF

Regular full-time and part-time employees are eligible to accrue Paid Time Off. Paid Time Off is an all-inclusive paid time off program that will provide income protection for "no fault" time away from work including illness related absences. Paid Time Off hours begin accruing after completing your Introductory Period.

Current Full-Time employees will accrue Paid Time Off as follows:

Years of Service	Accrual Per Pay Period	Max
0-3 Years	6.46 hours	228
4-7 Years	8.0 hours	268
8-11 Years	9.54 hours	308
12+ Years	11.08 hours	348

Part Time employees working an average of 25 hours per week but less than 40 hours per week will accrue Paid Time Off as follows:

Years of Service	Accrual Per Pay Period	Max
0-3 Years	3.23 hours	114
4-7 Years	4.0 hours	134
8-11 Years	4.77 hours	154
12+ Years	5.54 hours	174

Except in the instance of illness, all Paid Time Off should be scheduled in advance with your supervisor. Every effort will be made to grant your request for Personal Time at the time you desire. However, Paid Time Off cannot interfere with your department's operation and therefore must be approved by your supervisor in advance. If any conflicts arise in requests for Paid Time Off, preference will be given to the first employee who requests the time off.

Normally, only accrued Paid Time Off may be taken. You may not receive advance Paid Time Off pay (for time off taken in excess of your Paid Time Off accrual balance) without prior written authorization from your supervisor and approval by the City Manager. Such approval must be granted in advance of your time off. Any amount of advance Paid Time Off paid but not yet accrued at the time of termination of employment, will be deducted from your final paycheck.

If you are on an approved leave of absence for less than thirty (30) days, your Paid Time Off eligibility will not be affected. If the leave extends beyond thirty (30) days, Paid Time Off will not continue to accrue.

Accumulation Rights

Employees are encouraged to use their Paid Time Off to take regular time off each year. If they do not, Paid Time Off will only accrue until the employee has reached the maximum that was set for their years of service (See above). Accrual will cease until the employee uses Paid Time Off hours equal to the amount accruable during one pay period at his/her current rate of accrual.

Employees may cash out up to 40 hours of accrued PTO twice every fiscal year. The employee must have a minimum of 80 hours left after they cash out. The City Manager can approve an employee's request for a third cash out of up to 40 hours of accrued PTO during a fiscal year.

Upon resignation or termination, an employee shall be paid for all unused Paid Time Off left at the time of separation from employment.

Sick Leave

A medical doctor's written verification of illness or injury may be required by the City for substantiation of an illness or injury. In the event an employee is unable to work and being paid through worker's compensation, employees may use PTO up to an amount which would make the employee whole as if he/she worked the work normally.

Holiday

Regular full-time employees are eligible for the following paid holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

Regular full-time employee required to work on any recognized paid holiday shall be paid one and one-half (1 ½) times the employees straight time hourly for all hours worked, plus the paid holiday at his/her straight time rate (base hourly rate, excluding

shift premiums etc.). To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday, unless prior approval is given for such absence.

An employee on layoff or unpaid leave of absence is not eligible for holiday pay. If you are on a paid leave of absence, and the holiday occurs during your leave, the holiday will not be counted as part of that leave of absence.

If a holiday falls on a regular day off the full-time employee shall receive (8) hours of his/her straight time rate.

Vacation

The scheduling of vacation leave is dependent upon the judgment and discretion of the Police Chief. In emergency situations, the Police Chief may require the rescheduling of vacation leave when, in his/her judgment, it is necessary. The determination of what constitutes an emergency rest with Police Chief. Once vacation time to be taken is approved by the Chief, it can only be changed by agreement with the Police Chief, or when the Police Chief determines the employee is needed.

Parental Leave

Officers shall have the same parental leave as set forth in the City Handbook.

ARTICLE 13 - UNIFORMS

The City will provide all necessary equipment and uniforms including utility belts, boots, body armor, outer uniforms, and inclement weather apparel as well as a cellular phone as part of the officer's regular equipment.

ARTICLE 14 - INSURANCE

The insurance program referred to in this Agreement shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the City. The City will meet with the union prior to making any changes in the insurance coverage. Employees shall pay five percent (5.0%) of the cost of the monthly premium for single person health insurance and ten percent (10.0%) of the cost of monthly premium for the other three health insurance plans.

An employee who is unable to work and has run out of PTO, will be allowed to be continued on the City's insurance at the employee's expense as required under COBRA.

Additionally, the City will provide a \$50,000 policy for term life insurance for each full-time employee, at no cost to the employee.

ARTICLE 15 - WAGES

The wage scale set forth in Appendix A will increase by: (a) 8.5% on: July 1, 2024; (b) 6.0% on July 1, 2025; and (c) 6.0% on July 1, 2026.

Non-certified officers will start at step 0 and newly-hired certified or previously certified officers from another state will start at step 1—except that the City has authority to approve up to **step 5** for new hires and the City and Union can jointly determine approval for **step 6** or above for new hires.

ARTICLE 16 - LONGEVITY

Employees will receive longevity pay in accordance with the following:

- A. After an employee completes four years of employment with the City, they shall receive \$.05 per hour for longevity pay during years five, six, seven, eight and nine.
- B. After an employee completes nine years of employment with the City, they shall receive \$.10 per hour for longevity pay during years ten, eleven, twelve, thirteen and fourteen.
- C. After an employee completes fourteen years of employment with the City, they shall receive \$.15 per hour for longevity pay during years fifteen, sixteen, seventeen, eighteen and nineteen.
- D. After an employee completes nineteen years of service, they shall receive \$.20 per hour for longevity pay during each subsequent year of employment.

ARTICLE 17 - FINALITY AND EFFECT

THIS AGREEMENT constitutes the entire agreement between the parties and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union, for the life of this Agreement, voluntarily and unqualifiedly waives any right which might otherwise exist to negotiate over any matter during the term of this agreement, and agrees that the City shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 18 - DURATION

THIS AGREEMENT shall be effective from July 1, 2024, and shall continue in full force and effect until its expiration on June 30, 2027.

Signed this _____ day of _____, 2023.

CITY OF POLK CITY, IOWA

Mayor, City of Polk City

Polk City Representative
Matthew Brick

TEAMSTERS LOCAL 238

Business Representative

Principal Officer

**APPENDIX A
WAGE SCHEDULE**

FY2025		8.50%	
Step 0	\$60,798.19		\$29.23
Step 1	\$64,431.64		\$30.98
Step 2	\$66,575.60		\$32.01
Step 3	\$68,764.70		\$33.06
Step 4	\$71,021.50		\$34.14
Step 5	\$73,346.00		\$35.26
Step 6	\$75,783.34		\$36.43
Step 7	\$78,265.82		\$37.63
Step 8	\$80,861.14		\$38.88

FY2026		6%	
Step 0	\$64,446.30		\$30.98
Step 1	\$68,304.70		\$32.84
Step 2	\$70,575.65		\$33.93
Step 3	\$72,890.69		\$35.04
Step 4	\$75,271.87		\$36.19
Step 5	\$77,741.25		\$37.38
Step 6	\$80,320.86		\$38.62
Step 7	\$82,966.62		\$39.89
Step 8	\$85,722.62		\$41.21

FY2027		6%	
Step 0	\$68,304.70		\$32.84
Step 1	\$72,405.63		\$34.81
Step 2	\$74,808.86		\$35.97
Step 3	\$77,256.19		\$37.14
Step 4	\$79,791.71		\$38.36
Step 5	\$82,415.42		\$39.62
Step 6	\$85,149.38		\$40.94
Step 7	\$87,949.47		\$42.28
Step 8	\$90,859.81		\$43.68



City of Polk City, Iowa City Council Agenda Communication

Date: December 11, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager

Subject: Resolution approving Supplement to Senior Bond Issuance Certificates for the WRA

BACKGROUND: On Monday evening, the City Council will review a resolution to approve a supplement to the 2023 Waste Reclamation Authority (WRA) Senior Bond certificates. Per the 28E agreement, all participating cities are required to approve bond certificates. The certificates are a mechanism that gives the WRA the authority to issue debt on behalf of the participating communities.

In 2023, the WRA authorized borrowing authority for \$94,250,000 for upcoming capital projects. The senior bond issuance was approved previously by Polk City in 2022. The 2023 Senior Bond Issuance certificate included \$10,000,000 of bid contingency for additional projects. The WRA is contemplating a new project for land acquisition, demolition and clearing for a new WRA site, with an estimated cost of \$9,000,000.

ALTERNATIVES: Do not approve the supplement

FINANCIAL CONSIDERATIONS: There are no new financial considerations for the approval of the supplement. In 2022, Polk City approved the 30-year senior bond certificates. Polk City's allocated debt at that time was an additional \$471,240. This supplement was included in that dollar amount previously approved.

RECOMMENDATION: It is my recommendation that the City Council approve the supplement to the senior bond issuance certificates.

RESOLUTION No 2023-144

**A RESOLUTION APPROVING SUPPLEMENT TO 2023 SENIOR BOND ISSUANCE
CERTIFICATE OF DES MOINES METROPOLITAN WASTEWATER RECLAMATION
AUTHORITY PARTICIPATING COMMUNITY**

WHEREAS, the City of Polk City, Iowa is a member of the Des Moines Metropolitan Wastewater Reclamation Authority (WRA), and is in compliance with the provisions of the WRA Agreement; and

WHEREAS, the WRA identified projects for which not more than \$94,250,000 of WRA Bonds are anticipated to be issued in calendar years 2023 and 2024, memorialized in the 2023 Senior Bond Issuance Certificate approved by all Participating Communities around July 2023, with correlating allocations of debt service to Participating Communities; and

WHEREAS, the 2023 Senior Bond Issuance Certificate included \$10,000,000 of bid contingency for projects enumerated therein; and

WHEREAS, WRA is contemplating a new project for land acquisition, demolition and clearing project for a new WRA Site, in an estimated amount of \$9,000,000; and

WHEREAS, the WRA requires Participating Communities to approve proposed indebtedness prior to issuance, and has suggested utilizing \$9,000,000 of the original \$10,000,000 bid contingency for the new WRA Site Acquisition, Demolition and Clearing Project.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF POLK CITY, IOWA:

Section 1. That the City Council of the City of Polk City, Iowa, hereby approves expanding the scope of the \$10,000,000 bid contingency previously identified within the 2023 Senior Bond Issuance Certificate of WRA Participating Community to include the WRA Site Acquisition, Demolition and Clearing Project in the estimated amount of \$9,000,000 (bid contingency reduced to \$1,000,000), there being no impact on the previously approved aggregate amount of \$94,250,000 proposed issuance by the WRA and approved by all Participating Communities, nor a modification to the previously approved allocation of debt service for each of the Participating Communities.

Section 2. That a copy of this Resolution shall be filed with the WRA confirming the City Council of the City of Polk City, Iowa's action herein, and supplementing the 2023 Senior Bond Issuance Certificate.

PASSED AND APPROVED this ___ day of _____, 2023.

[title]

I, _____, [office title] of said City of Polk City, Iowa hereby certify that at a meeting of the City Council of the City of Polk City, Iowa, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

[title]

RESOLUTION NO. 2023-145

A RESOLUTION APPROVING THE POLK COUNTY JOINT E911 SERVICE BOARD APPOINTMENT OF THE CITY OF POLK CITY REPRESENTATIVE AND ALTERNATE

WHEREAS, pursuant to Iowa Code 34A there is established in each county a Joint 911 Service Board to provide enhanced 911 emergency telephone communication systems and other emergency 911 notification devices to further the public interest and protect the health, safety, and welfare of the people of Polk County, Iowa; and

WHEREAS, the E911 Service Board shall be a joint undertaking of Polk County and each of the political subdivisions having a public safety agency serving territory within the county E911 service area; and

WHEREAS, the commission members shall be the operations liaison officers between their jurisdiction and the commission; and

WHEREAS, the Iowa Administrative Code Section 605, Chapter 10.3 states that under E911 Service Board, ‘The joint E911 service board shall annually submit a listing of members, to include the political subdivision they represent and, if applicable, the associated 28E agreement, to the E911 program manager. A copy of the list shall be submitted within 30 days of adoption of the operating budget for the ensuing fiscal year and shall be on the prescribed form provided by the E911 program manager’; and

WHEREAS, all political subdivisions are being requested to verify their Polk County E911 service member designee and their contact information.

NOW, THEREFORE, BE IT RESOLVED, that the City Council for the City of Polk City hereby appoints Jeremy Siepker, Police Chief, as the City of Polk City’s representative on the Polk County E911 Service Board; and Karla Hogrefe, Fire Chief as the Alternate Representative for a term beginning on the 1st day of January 2024 and continuing until the 31st day of December 2024; and,

BE IT FURTHER RESOLVED that the City of Polk City will submit this Adoption Resolution to the Polk County E911 Service Board to enable this resolution’s approval.

PASSED AND APPROVED this 11 day of December 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

RESOLUTION NO. 2023-146

**RESOLUTION TO APPOINT A MEMBER AND ALTERNATE MEMBERS TO THE POLK COUNTY
EMERGENCY MANAGEMENT COMMISSION**

WHEREAS, the county boards of supervisors and city councils in each county shall cooperate with the Iowa Homeland Security and Emergency Management Department to establish a local emergency management commission to carry out the provisions Iowa Code Chapter 29C; and

WHEREAS, the commission shall be composed of a member of the Board of Supervisors, the Sheriff, and the Mayor from each city within the county; and

WHEREAS, a commission member may designate an alternate to represent the designated entity; and

WHEREAS, for any activity related to approval or amendment of the Commission's budget as addressed in section 29C.17, subsection 2, or chapter 24 of the Code of Iowa, participation shall be by a commission member or a designated alternate that is an elected official from the same designated entity; and

WHEREAS, the commission members shall be the operations liaison officers between their jurisdiction and the commission; and

WHEREAS, the commission shall meet regularly to determine the mission of its agency and program and provide direction for the delivery of the emergency management services of planning, administration, coordination, training, and support for local governments and their departments; and

WHEREAS, the commission shall coordinate emergency services in the event of a disaster.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Polk City, Iowa appoints Steve Karsjen, Mayor of Polk City, Iowa as the Emergency Management Commission Member; and

BE IT FURTHER RESOLVED that Nick Otis, Council Member be appointed as an Alternate Elected Member; and

BE IT FURTHER RESOLVED that Karla Hogrefe, Polk City Fire Chief and Jeremy Siepker, Polk City Police Chief, be appointed as an Alternate Non-Elected Appointed Members; and

BE IT FURTHER RESOLVED that the Member and/or Alternate Member(s) attend the Commission meetings on behalf of the City of Polk City, Iowa.

PASSED AND APPROVED this 11 day of December 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

RESOLUTION NO. 2023-147

RESOLUTION APPOINTING POLK CITY’S REPRESENTATIVES TO THE DES MOINES AREA METROPOLITAN PLANNING ORGANIZATION (MPO)

WHEREAS, the City of Polk City is a member of the Des Moines Area Metropolitan Planning Organization (MPO), as organized under Iowa Code Chapter 28E; and,

WHEREAS, the term of the City’s present representatives will expire; and,

WHEREAS, the agreement sets forth the process for the appointment of a primary and an alternate to serve on the MPO and a primary and an alternate to serve on the MPO Transportation Technical Committee (TTC).

NOW THEREFORE BE IT RESOLVED, that the City Council of Polk City, Iowa appoints Jeff Walters of Polk City, Iowa as a primary representative for the MPO and Steve Karsjen, Mayor of Polk City, Iowa as an alternate representative for a term beginning on the 1st day of January 2023 and continuing until the 31st day of December 2023; and,

FURTHER BE IT RESOLVED, that the City Council of Polk City, Iowa appoints Mike Schulte, Public Works Director of Polk City, Iowa as a primary representative for the MPO TTC and Randy Franzen, Public Works Supervisor of Polk City, Iowa, as an alternative representative for a term beginning on the 1st day of January 2024 and continuing until the 31st day of December 2024.

PASSED AND APPROVED this 11 day of December 2023.

Steve Karsjen, Mayor

Attest:

Jenny Coffin, City Clerk

RESOLUTION NO. 2023-148

**RESOLUTION APPOINTING POLK CITY'S REPRESENTATIVES ON THE METRO
WASTE AUTHORITY (MWA) BOARD OF DIRECTORS**

WHEREAS, the City of Polk City is a member of the Metro Waste Authority's Board of Directors; and,

WHEREAS, the term of the City's present representatives will expire; and,

WHEREAS, the agreement sets forth the process for the appointment of a primary and an alternate to serve on the Metro Waste Authority's Board of Directors.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF POLK CITY that the City Council of Polk City, Iowa appoints Rob Sarchet, City Council Member as primary representative on the Metro Waste Authority's Board of Directors and Jeff Savage as an alternate representative for a term beginning on the 1st day of January 2024 and continuing until the 31st day of December 2024.

PASSED AND APPROVED this 11 day of December 2023.

Steve Karsjen, Mayor

Attest:

Jenny Coffin, City Clerk

RESOLUTION NO. 2023-149

RESOLUTION APPOINTING POLK CITY'S REPRESENTATIVES ON THE DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY BOARD TECHNICAL COMMITTEE

WHEREAS, the City of Polk City is a member of the Des Moines Metropolitan Wastewater Reclamation Authority (WRA); and,

WHEREAS, the term of the City's present representatives will expire; and,

WHEREAS, the agreement sets forth the process for the appointment of a primary and an alternate to serve on the WRA.

NOW THEREFORE BE IT RESOLVED by the City Council of Polk City that the City Council of Polk City, Iowa appoints Chelsea Huisman, City Manager of Polk City, Iowa, as Primary Representative and Steve Karsjen, Mayor of Polk City, Iowa as an alternative representative for a term beginning on the 1st day of January 2024 and continuing until the 31st day of December 2024.

FURTHER BE IT RESOLVED, that the City Council of Polk City, Iowa appoints Mike Schulte, Public Works Director of Polk City, Iowa as a primary representative for the WRA Technical Committee and Randy Franzen, Public Works Supervisor of Polk City, Iowa, as an alternative representative for a term beginning on the 1st day of January 2024 and continuing until the 31st day of December 2024.

PASSED AND APPROVED this 11 day of December 2024.

Steve Kasjen, Mayor

Attest:

Jenny Coffin, City Clerk



City of Polk City, Iowa City Council Agenda Communication

Date: December 11, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager

Subject: Authorization to apply for Surface Transportation Block Grant

BACKGROUND: For your consideration is a resolution to apply for STBG funds for FY27-28. Our recommendation for the application funding period in FY2028 is to begin working on Whitetail Parkway. This project will be a very large construction project, which will need to be divided up into phases. Travis Thornburgh will be at Monday's work session to present Snyder & Associates' findings and recommendations on the Whitetail Parkway Corridor study that has recently been completed.

Our recommendation is to begin with Phase I of the Whitetail Parkway Study, which is the construction of a roundabout at North 3rd Street and Northwest 126th Avenue. The City Council can discuss at the work session on Monday if they would like to begin with a different phase. The estimated cost for Phase I is \$2,203,000. The City needs to have a 20% match of \$440,600 and can request funding from the STBG fund in the amount of \$1,762,400.

ALTERNATIVES: Do not approve the authorization to apply

FINANCIAL CONSIDERATIONS: The commitment from the City is 20%, or \$440,600. The city could receive up to \$1,762,400 in federal funding for the project with the commitment.

RECOMMENDATION: It is my recommendation that the City Council authorize the application for STBG funds. The application is due in January 2024. We have consistently applied to the STBG fund in the past few years and have been awarded nearly \$1.2 million for projects. I would encourage the City Council to continue to apply for good transportation projects.

RESOLUTION NO. 2023-150

**A RESOLUTION GIVING AUTHORIZATION TO APPLY FOR SURFACE
TRANSPORTATION BLOCK GRANT**

WHEREAS, the City of Polk City is desirous to partner with the MPO to apply for funding from the Surface Transportation Block Grant program (STBG); and

WHEREAS, the STBG funding is intended for projects that preserve and improve the conditions and performance on public roadways and pedestrian/bicycle infrastructure; and

WHEREAS, the City of Polk City has identified a need to construct Whitetail Parkway, and remove traffic off Hugg Drive to create a better corridor on the north side of Polk City; and

WHEREAS the program grant requires a commitment of a financial contribution of a local match at 20% of \$2,203,000 towards the implementation of the proposed project; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Polk City, Iowa to commit a local match of 20% (\$440,600) to the Surface Transportation Block Grant program for a future proposed project of Whitetail Parkway.

PASSED AND APPROVED the 11th day of December 2023.

Steve Karsjen, Mayor

Attest:

Jenny Coffin, City Clerk



City of Polk City, Iowa City Council Agenda Communication

Date: December 11, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager

Subject: Transportation Alternatives Program (TAP)

BACKGROUND: On Monday evening, the City Council will review and consider a resolution authorizing an application for funding to the Transportation Alternative program fund, also known as TAP. In partnership, I am proposing the City of Polk City and Polk County Conservation apply together for the project, with a request of \$1,000,000. The two entities would split the funding 50/50.

ALTERNATIVES: Do not approve the resolution

FINANCIAL CONSIDERATIONS: The financial considerations for this application are revenue up to \$500,000. The application requires a 20% local match. The City of Polk City has secured grant funding for this project in the amount of \$1,614,650.00. We will use that grant funding as our local match requirement of \$100,000.

RECOMMENDATION: It is my recommendation that the City Council approve the resolution authorizing the City to submit an application to the TAP fund in partnership with Polk County Conservation.

RESOLUTION NO. 2023-151

**A RESOLUTION GIVING AUTHORIZATION TO APPLY FOR TRANSPORTATION
ALTERNATIVES PROGRAM GRANT**

WHEREAS, the City of Polk City is desirous to partner with the MPO to apply for funding from the Transportation Alternatives program (TAP) for the Fiscal Year 2027-2028 program year; and

WHEREAS, the TAP funding is intended for projects that preserve and improve the conditions of pedestrian/bicycle infrastructure; and

WHEREAS, the City of Polk City has identified a priority multi-use 10' trail project connecting the Neal Smith Trail to the High Trestle Trail through Polk City; and

WHEREAS, the City of Polk City and Polk County Conservation are partnering on the construction of this project, and together are submitting an application for consideration, with a total request of \$1,000,000; and

WHEREAS, the program grant requires a commitment of a financial contribution of a local match at 20% of \$500,000 towards the implementation of the proposed project; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Polk City, Iowa to commit a local match of 20% (\$100,000) for FY27-28 to the Transportation Alternatives Program for a future proposed project.

PASSED AND APPROVED the 11th day of December 2023.

Steve Karsjen, Mayor

Attest:

Jenny Coffin, City Clerk

Connecting the Neal Smith Trail to the High Trestle Trail through Polk City

		<u>GO 2022</u>	<u>GO 2023</u>	<u>Grant Funding</u>	<u>North Polk</u>	<u>Total Funds Secured</u>	<u>Funding Potential</u>	<u>Funding Difference</u>
Phase I (Includes Intersection)	\$	2,251,294.00	\$ 1,045,819.00	\$ 1,164,650.00	\$ 40,825.00	\$ 2,251,294.00		\$ -
Phase 2	\$	282,224.00	\$ 203,461.00	\$ 3,763.00	\$ 75,000.00	\$ 282,224.00		\$ -
Phase 3	\$	320,000.00	\$ 70,000.00	\$ 250,000.00		\$ 320,000.00		\$ -
Phase 4	\$	296,539.00	\$ 296,539.00			\$ 296,539.00		\$ -
Phase 5	\$	565,000.00	\$ 31,918.00	\$ 125,000.00		\$ 156,918.00		\$ (408,082.00)
Phase 6	\$	58,500.00	\$ 58,500.00			\$ 58,500.00		\$ -
Phase 7	\$	190,000.00	\$ 190,000.00			\$ 190,000.00		\$ -
TrailHead (Northside of Square)	\$	645,000.00						\$ (645,000.00)
Polk County Phase	\$	1,375,000.00				\$ 1,375,000.00		\$ -
Total Trail Project Cost	\$	5,983,557.00	\$ 500,000.00	\$ 1,400,000.00	\$ 40,825.00	\$ 4,930,475.00	\$ -	\$ (1,053,082.00)



City of Polk City, Iowa

City Council Agenda Communication

Date: December 11, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager
Subject: Destination Iowa Grant

BACKGROUND: On Monday evening, the City Council will review and consider a resolution authorizing an application for funding to the Destination Iowa grant. I am proposing the City of Polk City apply with a request of \$750,000.

ALTERNATIVES: Do not approve the resolution

FINANCIAL CONSIDERATIONS: The financial considerations for this application are revenue up to \$750,000. The application requires that 65% of funding be secured for the project. Polk City & Polk County collaboratively have secured 81% of the funding for this project. The application request will include the proposed trailhead north of the Town Square.

RECOMMENDATION: It is my recommendation that the City Council approve the resolution authorizing the city to submit an application to the Destination Iowa grant.

RESOLUTION NO. 2023-152

**A RESOLUTION GIVING AUTHORIZATION TO APPLY FOR THE
DESTINATION IOWA GRANT FROM THE OUTDOOR RECREATION FUND**

WHEREAS, the City of Polk City is desirous to apply to the Destination Iowa grant fund in the amount of \$750,000 for the City's project: Connecting the Neal Smith Trail to the High Trestle Trail through Polk City; and

WHEREAS, the City of Polk City has an estimated total cost of the project of \$4,636,263 and has secured funding for this project in the amount of \$3,759,325.

WHEREAS, the City of Polk City has identified the trail project as a priority project and has secured over 81% of funds to construct the trail; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Polk City, Iowa to authorize application to the Destination Iowa Grant for Outdoor Recreation to connect the Neal Smith Trail to the High Trestle Trail through Polk City, Iowa.

PASSED AND APPROVED the 11th day of December 2023.

Steve Karsjen, Mayor

Attest:

Jenny Coffin, City Clerk



MEMO RE: POLK CITY NEW CITY HALL CHANGE ORDER 2

DATE Wednesday, August 23, 2023

DESCRIPTION Change Order 2 Summary

COMMENTS

To whom it may concern:

This memo is to serve as a message to inform the City of Polk City Mayor, Council and City Staff on the details related to Change Oder #2.

Change Order 2 is inclusive of (2) items. The first is an optional upgrade to change the cabinet drawer slides throughout the project to have 'soft close' functionality. The specifications written for this project had originally intended for all of the cabinets throughout the project to contain this functionality, describing it as "self-closing" instead of "soft closing." This clerical difference resulted in the cabinet manufacturer to provide a standard drawer slide which stays close once shut, instead of providing a 'soft-close' type of drawer slide. The standard drawer slide could function well for this building, but with the public being users of this facility, it is being recommended that the drawers include soft-close functionality to limit the potential damage to the cabinet drawers.

Secondly, this Change Order includes additional steel framing required to sufficiently support the ends of the main "spine wall" in the building's design. Supplemental steel will help to support the wall studs which frame the ends of the spine wall by reducing the length that these studs span. The need for this supplemental steel framing was discovered during the shop drawing review process. Some images of where these are required have been provided in the second page of this memo.

RESOLUTION NO. 2023-153

**A RESOLUTION APPROVING CHANGE ORDER NO. 1 FOR THE
CITY HALL/COMMUNITY ROOM PROJECT**

WHEREAS, the City of Polk City, City Council, approved Resolution 2023-22 ordering construction for the City Hall/Community Room Project on February 13, 2023; and

WHEREAS, the City Council approved Resolution 2023-37 on March 27, 2023, awarding the construction contract to Henkel Construction Company; and

WHEREAS, on March 27, 2023, the City Council approved Resolution 2023-38 approving the contract in the amount of \$5,740,000 with alternate #2 bid totaling \$4,500 and alternate #5 totaling \$8,000 for a total contract of \$5,752,500; and

WHEREAS, the City Council approved Resolution 2023-97 approving Change Order No. 1 in the reduced amount of **-\$21,489.82** bringing the total contract to \$5,731,010.20; and

WHEREAS, Henkel Construction Company and the City Architect, FEH Design have submitted to the City of Polk City Change Order No. 2 in the amount of \$5,837.49 bringing the total contract to amount to \$5,736,847.60.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves change order No. 2 in the amount of \$5,837.49.

PASSED AND APPROVED the 11 day of December 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk



AIA[®]

Document G701[®] – 2017

Change Order

PROJECT: *(Name and address)*
2022213 Polk City New City Hall
200 S 4th St,
Polk City IA 50226

CONTRACT INFORMATION:
Contract For: General Construction
Date: March 27, 2023

CHANGE ORDER INFORMATION:
Change Order Number: 002
Date: December 5, 2023

OWNER: *(Name and address)*
City of Polk City, Iowa
112 S 3rd St
Polk City, IA 50226

ARCHITECT: *(Name and address)*
FEH Design
604 East Grand Avenue
Des Moines, Iowa 50309

CONTRACTOR: *(Name and address)*
Henkel Construction Company
208 East State Street
Mason City, IA 50401

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Scope modifications within include:

Contractor's Potential Change Order #3: Drawer Slides

- Includes cabinet drawer slides to have 'soft close' functionality. ADD \$1,673.34

Contractor's Potential Change Order #4: HSS at Gridline Outlooks

- Includes additional steel to support the stud framing at the ends of the "spine wall" not originally included in the Construction Documents. ADD \$4,164.15

Total: \$5,837.49

The original Contract Sum was	\$	<u>5,752,500.00</u>
The net change by previously authorized Change Orders	\$	<u>-21,489.82</u>
The Contract Sum prior to this Change Order was	\$	<u>5,731,010.18</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>5,837.49</u>
The new Contract Sum including this Change Order will be	\$	<u>5,736,847.67</u>

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be unchanged

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

FEH Design

ARCHITECT *(Firm name)*

Henkel Construction Company

CONTRACTOR *(Firm name)*

City of Polk City, Iowa

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Cory W. Sharp, AIA, Architect

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

Steve Karsjen, Mayor

PRINTED NAME AND TITLE

December 5, 2023

DATE

DATE

DATE



Henkel Construction Company
2500 Ford Street
Ames, Iowa 50010
Phone: (515) 232-7072
Fax: (515) 663-9644

Project: 2321A - Polk City New City Hall
200 S 4th St.
Polk City, Iowa 50226

Prime Contract Potential Change Order #003: Drawer Slides

Table with 4 columns: Field Name, Value, Field Name, Value. Includes fields like TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, PRIME CONTRACT CHANGE ORDER, FIELD CHANGE, LOCATION, ACCOUNTING METHOD, SCHEDULE IMPACT, PAID IN FULL, and TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: Drawer Slides

CHANGE REASON: B

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #006 - Drawer Slides

This is the cost to change to KV8450 soft close in lieu of KV Durislide.

ATTACHMENTS:

Polk City New City Hall - Drawer Slides with breakdown.pdf

Table with 5 columns: #, Cost Code, Description, Type, Amount. Contains line items for material supply and various percentage-based charges like Labor, Material, Subcontractor, and Bond.

Approval box containing FEH DESIGN logo, text 'WE HAVE REVIEWED THE CONTRACTOR'S PRICING...', and signature 'Cory W. Sharp' dated '12/05/2023'.

Approved By:

Name: _____

Date: _____



Change Order

Date 11/16/23

To: Henkel Construction Co.
2500 Ford St.
Ames , IA 50010

Ship To: Polk City - City Hall
200 S.4th St.
Polk City , IA

Phone (515) 291-5000
Fax (515) 663-9644

Quote is for frameless flush overlay p-lam cabinets with melamine interiors & drawers, PVC edge banding, full ext. 100# slides, 120 deg. hinges & 96mm wire pulls.

Attention : n/a
Project Desc. : Polk City - City Hall
Terms : Net 30
Bid Time : n/a

Project Id : 22683
Ship Via : Our Truck
P.O. Number : n/a
Salesperson : Randall Holt

Item No	Description	Qty	UOM	Selling Price
---------	-------------	-----	-----	---------------

CO - Add for KV8450 soft close drawer slides in lieu of KV-Durislide 4500 (Pending)

KV8450 soft close drawer slides

1	Add for KV8450 soft close drawer slides	82	ea	
2	KV8450 soft close drawer slides	1		\$ 2,124.74

KV-Durislide 4500 drawer slide

3	Credit for KV-Durislide 4500	-82	ea	
4	KV-Durislide 4500 drawer slide	1		\$ -697.94
5	CO - Add for KV8450 soft close drawer slides in lieu of KV-Durislide 4500	1		\$ 1,426.80

SALES TAX NOT INCLUDED - WILL BE ADDED IF APPLICABLE

EXCLUSIONS: No install, No wood trim, No wood finish, No solid surface.

Acceptance of Change Order

DUE TO SHORTAGES & PRICE INCREASE OF MATERIALS, QUOTE MAY BE SUBJECT TO REVISION AFTER 30 DAYS.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: Henkel Construction Co. By: _____ Date: _____

Accepted: HWI Custom Interiors By: _____ Date: _____



Henkel Construction Company
2500 Ford Street
Ames, Iowa 50010
Phone: (515) 232-7072
Fax: (515) 663-9644

Project: 2321A - Polk City New City Hall
200 S 4th St.
Polk City, Iowa 50226

Prime Contract Potential Change Order #004: HSS at Gridline G Outlooks

Table with 4 columns: Field Name, Value, Field Name, Value. Includes fields like TO: City of Polk City, FROM: Henkel Construction Company, PCO NUMBER/REVISION: 004 / 0, CONTRACT: 1 - Polk City New City Hall, etc.

POTENTIAL CHANGE ORDER TITLE: HSS at Gridline G Outlooks

CHANGE REASON: B

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #007 - HSS at Gridline G Outlooks

The structural steel stud drawings show to add HSS 6x6s to keep the wall thickness uniform at the outlooks and roof.

The labor include 2 guys for 1 day of install.

ATTACHMENTS:

Polk City City - Stud Framing.pdf_ _054000-002-0 - Cold-Formed Metal Framing - Shop Drawings & Calculations - MCN (2).pdf

Table with 5 columns: #, Cost Code, Description, Type, Amount. Includes line items for Structural Steel and summary rows for Subtotal, Labor, Material, Subcontractor, Bond, and Grand Total.

WE HAVE REVIEWED THE CONTRACTOR'S PRICING FOR THE WORK DESCRIBED AND FIND IT REASONABLE AND ACCEPTABLE. FEH DESIGN logo and signature of Cory W. Sharp dated 12/05/2023.

Approved By:

Name: _____

Date: _____

From: Jeff Drake <jdrake@mssfاب.com>
Sent: Monday, November 20, 2023 3:50 PM
To: Dalton Becker
Cc: Scott Little; Sheri Nordholm; Roxanne Sherrard
Subject: RE: Polk City/City - Stud Framing

Dalton,
For the HSS 4x4 \$1,917.00
For the HSS 6x6 \$2,278.00

**---Do you need a formal request for change?
--some of these may be 5/16 or 3/8 wall—is this, OK?**

Let us know as soon as you can

Thanks
Jeff Drake
Mid-States Steel Corp.
2515 Industrial Park Road
Boone, Iowa 50036
Phone (515)-432-1646 ext 14
jdrake@mssfاب.com

From: Dalton Becker <dalton@henkelconstruction.com>
Sent: Monday, November 20, 2023 2:16 PM
To: Jeff Drake <jdrake@mssfاب.com>
Subject: RE: Polk City/City - Stud Framing

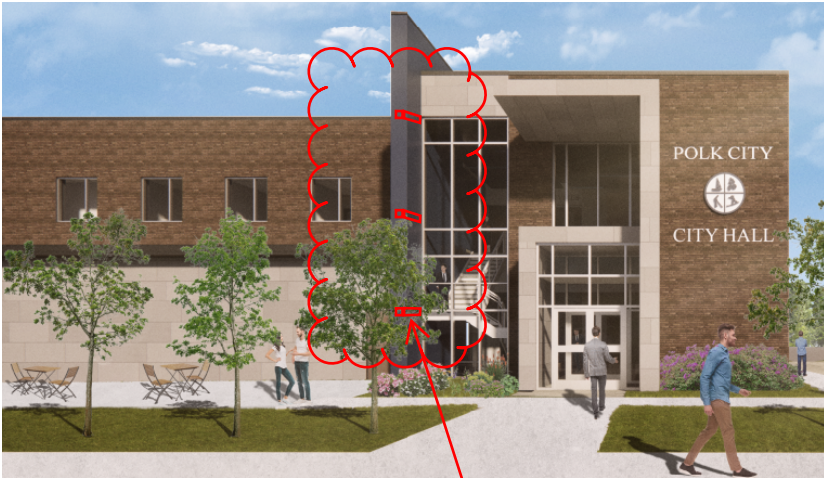
Jeff,

We would have (3) at 50" and (3) at 50 ½" each would be primed and 'capped' at the ends. The 'caps' are added into my measurements.

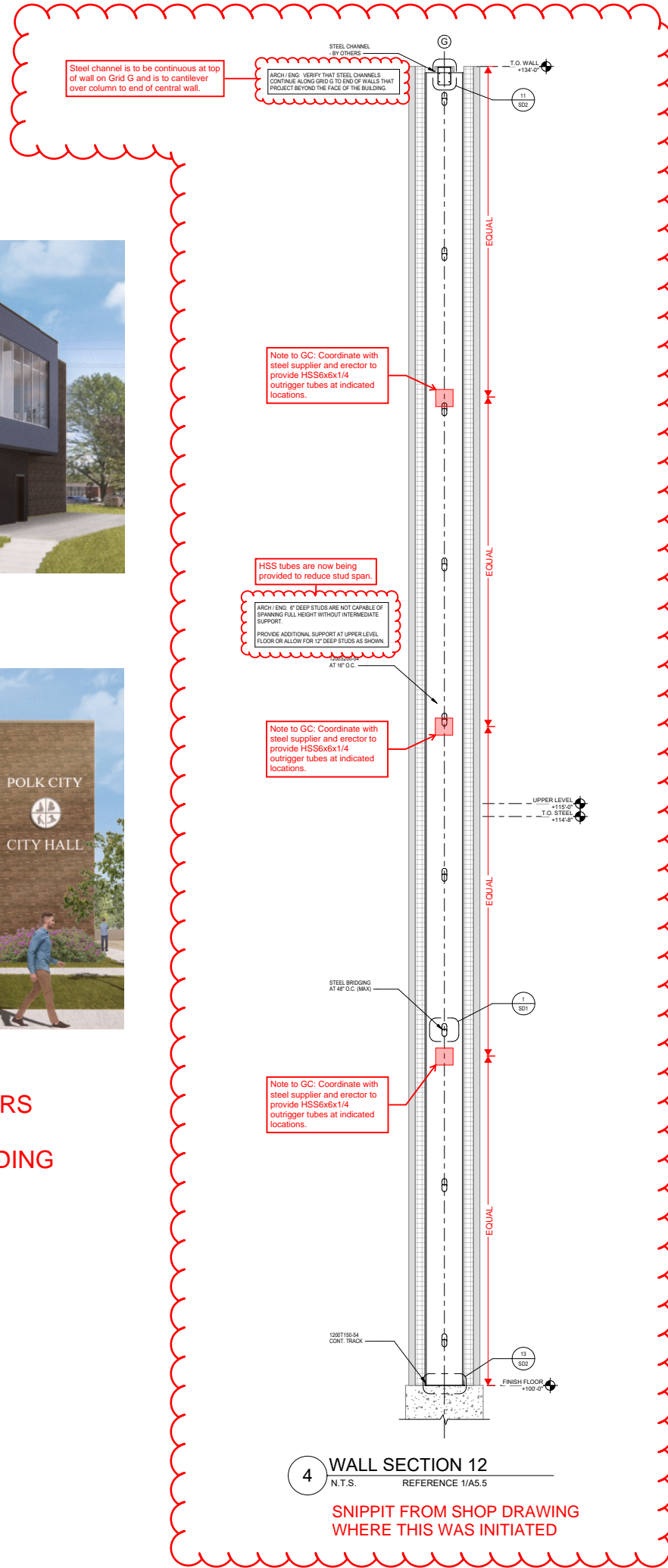
Thanks,
Dalton Becker
Project Manager
D: 515.735.4050
C: 515.291.5716
henkelconstruction.com



From: Dalton Becker
Sent: Monday, November 20, 2023 1:50 PM
To: Jeff Drake <jdrake@mssfاب.com>
Subject: Polk City/City - Stud Framing



**ADDITIONAL FRAMING MEMBERS
REQUIRED TO REDUCE THE
DISTANCE THESE FREE-STANDING
STUD WALLS SPAN.**



RESOLUTION NO 2023-154

A RESOLUTION APPROVING THE APPLICATION FOR PARTIAL PAYMENT NO. 6 FOR THE CITY HALL/COMMUNITY ROOM PROJECT

WHEREAS, the City of Polk City, City Council, approved Resolution 2023-22 ordering construction for the City Hall/Community Room Project on February 13, 2023; and

WHEREAS, the City Council approved Resolution 2023-37 on March 27, 2023, awarding the construction contract to Henkel Construction Company; and

WHEREAS, on March 27, 2023, the City Council approved Resolution 2023-38 approving the contract in the amount of \$5,740,000 with alternate #2 bid totaling \$4,500 and alternate # 5 totaling \$8,000 for a total contract of \$5,752,500; and

WHEREAS, on June 26, 2023, the City Council approved Resolution 2023-87 approving Pay Application No. 1 in the amount of \$142,783.33; and

WHEREAS, on July 24, 2023 the City Council approved Resolution 2023-94 approving Pay Application No. 2 in the amount of \$43,819.41; and

WHEREAS, on August 14, 2023 the City Council approved Resolution 2023-96 approving Pay Application No. 3 in the amount of \$189,145.00; and

WHEREAS, on August 14, 2023 the City Council approved Resolution 2023-97 approving Change Order No. 1 in the reduced amount of ~~-\$21,489.82~~; and

WHEREAS, on October 9, 2023 the City Council approved Resolution 2023-120 approving Pay Application No. 4 in the amount of \$302,890.95; and

WHEREAS, on November 13, 2023 the City Council approved Resolution 2023-133 approving Pay Application No. 5 in the amount of \$400,225.73; and

WHEREAS, on December 11, 2023 the City Council approved Resolution 2023-153 approving Change Order No. 2 in the amount of \$5,837.49; and

WHEREAS, Henkel Construction Company and the City Architect, FEH Design have submitted the Application for Partial Payment No. 6 giving a detailed estimate of work completed with an application for payment in the amount of \$504,915.57.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the Application for Partial Payment No. 6 for the City Hall/Community Room Project, and the City Clerk/Treasurer is hereby authorized to issue a check to Henkel Construction Company in the amount of \$504,915.57.

PASSED AND APPROVED the 11 day of December 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

TO OWNER/CLIENT:

City of Polk City
200 S 4th St.
Polk City, Iowa 50226

PROJECT:

Polk City New City Hall
200 S 4th St.
Polk City, Iowa 50226

APPLICATION NO: 6

INVOICE NO: 2321A.06

PERIOD: 11/01/23 - 11/30/23

PROJECT NO: 2321A

FROM CONTRACTOR:

Henkel Construction Company
208 East State St
Mason City, Iowa 50401

VIA ARCHITECT/ENGINEER:

Cory Sharp (FEH Design)
604 E. Grand Ave.
Des Moines, Iowa 50309

CONTRACT DATE:

CONTRACT FOR: Polk City New City Hall

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$5,752,500.00
2. Net change by change orders	\$(21,489.82)
3. Contract Sum to date (Line 1 ± 2)	\$5,731,010.18
4. Total completed and stored to date (Column G on detail sheet)	\$1,666,499.99
5. Retainage:	
a. 5.00% of completed work	\$80,346.51
b. 5.00% of stored material	\$2,978.49
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$83,325.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$1,583,174.99
7. Less previous certificates for payment (Line 6 from prior certificate)	\$1,078,259.42
8. Current payment due:	\$504,915.57
9. Balance to finish, including retainage (Line 3 less Line 6)	\$4,147,835.19

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$2,960.18	\$(24,450.00)
Total approved this month:	\$0.00	\$0.00
Totals:	\$2,960.18	\$(24,450.00)
Net change by change orders:	\$(21,489.82)	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Henkel Construction Company

By: *Mason Harms* Mason Harms, Controller

Date: November 30, 2023

State of: Iowa

County of: Cerro Gordo

Subscribed and sworn to before

me this 30th day of November 2023

Notary Public: *Dori J. Kostka*

My commission expires: 8/31/2024



ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$504,915.57

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: *Cory Sharp*

Date: 12-4-2023

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 6
 APPLICATION DATE: 11/30/2023
 PERIOD: 11/01/23 - 11/30/23

Contract Lines

ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)		BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)			
1	1.C General Conditions.Misc. Credit	General Conditions	\$135,114.00	\$33,778.50	\$13,511.40	\$0.00	\$47,289.90	35.00%	\$87,824.10	\$2,364.50
2	1.C General Conditions.Misc. Credit	Bond/Insurance	\$58,000.00	\$58,000.00	\$0.00	\$0.00	\$58,000.00	100.00%	\$0.00	\$2,900.00
3	1.C General Conditions.Misc. Credit	Supervision	\$98,000.00	\$24,500.00	\$9,800.00	\$0.00	\$34,300.00	35.00%	\$63,700.00	\$1,715.00
4	1.C General Conditions.Misc. Credit	Mobilization	\$15,500.00	\$15,500.00	\$0.00	\$0.00	\$15,500.00	100.00%	\$0.00	\$775.00
5	1.C General Conditions.Misc. Credit	Demobilization	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
6	1.C General Conditions.Misc. Credit	Shop Drawings/Engineering	\$85,000.00	\$59,500.00	\$12,750.00	\$0.00	\$72,250.00	85.00%	\$12,750.00	\$3,612.50
7	1.C General Conditions.Misc. Credit	Record Documents	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
8	1.C General Conditions.Misc. Credit	Temp Facilities	\$10,000.00	\$2,000.00	\$1,500.00	\$0.00	\$3,500.00	35.00%	\$6,500.00	\$175.00
9	3.C Concrete.Misc. Credit	Footing & Foundations - M	\$95,000.00	\$95,000.00	\$0.00	\$0.00	\$95,000.00	100.00%	\$0.00	\$4,750.00
10	3.C Concrete.Misc. Credit	Footings & Foundations - L	\$65,000.00	\$65,000.00	\$0.00	\$0.00	\$65,000.00	100.00%	\$0.00	\$3,250.00
11	3.C Concrete.Misc. Credit	Interior Slabs - M	\$85,000.00	\$42,500.00	\$40,800.00	\$0.00	\$83,300.00	98.00%	\$1,700.00	\$4,165.00
12	3.C Concrete.Misc. Credit	Interior Slabs - L	\$65,000.00	\$32,500.00	\$31,200.00	\$0.00	\$63,700.00	98.00%	\$1,300.00	\$3,185.00
13	4.C Masonry.Misc. Credit	Masonry - M	\$95,000.00	\$0.00	\$71,250.00	\$0.00	\$71,250.00	75.00%	\$23,750.00	\$3,562.50
14	4.C Masonry.Misc. Credit	Masonry - L	\$65,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$65,000.00	\$0.00
15	5.C Steel.Misc. Credit	Structural Steel - M	\$150,000.00	\$142,500.00	\$7,500.00	\$0.00	\$150,000.00	100.00%	\$0.00	\$7,500.00
16	5.C Steel.Misc. Credit	Structural Steel - L	\$115,000.00	\$17,250.00	\$92,000.00	\$0.00	\$109,250.00	95.00%	\$5,750.00	\$5,462.50
17	5.C Steel.Misc. Credit	Steel Joists & Decking - M	\$185,000.00	\$175,750.00	\$9,250.00	\$0.00	\$185,000.00	100.00%	\$0.00	\$9,250.00
18	5.C Steel.Misc. Credit	Steel Joists & Decking - L	\$55,000.00	\$0.00	\$55,000.00	\$0.00	\$55,000.00	100.00%	\$0.00	\$2,750.00

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
				19	5.C Steel.Misc. Credit					
20	5.C Steel.Misc. Credit	Metal Stairs - L	\$20,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	50.00%	\$10,000.00	\$500.00
21	5.C Steel.Misc. Credit	Cold Formed Framing - M	\$55,000.00	\$0.00	\$33,000.00	\$0.00	\$33,000.00	60.00%	\$22,000.00	\$1,650.00
22	5.C Steel.Misc. Credit	Cold Formed Framing - L	\$55,000.00	\$0.00	\$33,000.00	\$0.00	\$33,000.00	60.00%	\$22,000.00	\$1,650.00
23	6.C Carpentry.Misc. Credit	Rough Carpentry - M	\$19,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,000.00	\$0.00
24	6.C Carpentry.Misc. Credit	Rough Carpentry - L	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	\$0.00
25	6.C Carpentry.Misc. Credit	Architectural Wood Casework - M	\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$45,000.00	\$0.00
26	6.C Carpentry.Misc. Credit	Architectural Wood Casework - L	\$9,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,500.00	\$0.00
27	7.C Thermal-Moist PR.Misc. Credit	Roofing - M	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$100,000.00	\$0.00
28	7.C Thermal-Moist PR.Misc. Credit	Roofing - L	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$35,000.00	\$0.00
29	7.C Thermal-Moist PR.Misc. Credit	Sheet Metal and Flashing - M	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,000.00	\$0.00
30	7.C Thermal-Moist PR.Misc. Credit	Sheet Metal and Flashing - L	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,000.00	\$0.00
31	7.C Thermal-Moist PR.Misc. Credit	Joint Sealants - M	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
32	7.C Thermal-Moist PR.Misc. Credit	Joint Sealants - L	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,500.00	\$0.00
33	7.C Thermal-Moist PR.Misc. Credit	Weather Barriers - M	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
34	7.C Thermal-Moist PR.Misc. Credit	Weather Barriers - L	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00
35	7.C Thermal-Moist PR.Misc. Credit	Metal Wall Panels - M	\$250,000.00	\$0.00	\$0.00	\$23,870.00	\$23,870.00	9.55%	\$226,130.00	\$1,193.50
36	7.C Thermal-Moist PR.Misc. Credit	Metal Wall Panels - L	\$63,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$63,000.00	\$0.00
37	8.C Doors & Windows.Misc. Credit	HM Doors/Frames - M	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00
38	8.C	HM Doors/Frames - L	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
					Doors & Windows.Misc. Credit					
39	8.C Doors & Windows.Misc. Credit	Door Hardware - M	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$50,000.00	\$0.00
40	8.C Doors & Windows.Misc. Credit	Door Hardware - L	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,500.00	\$0.00
41	8.C Doors & Windows.Misc. Credit	Wood Doors - M	\$16,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$16,000.00	\$0.00
42	8.C Doors & Windows.Misc. Credit	Wood Doors - L	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,500.00	\$0.00
43	8.C Doors & Windows.Misc. Credit	Coiling Counter Doors - M	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,500.00	\$0.00
44	8.C Doors & Windows.Misc. Credit	Coiling Counter Doors - L	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
45	8.C Doors & Windows.Misc. Credit	Storefronts & Entrances - M	\$205,000.00	\$0.00	\$0.00	\$31,228.67	\$31,228.67	15.23%	\$173,771.33	\$1,561.43
46	8.C Doors & Windows.Misc. Credit	Storefronts & Entrances - L	\$90,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$90,000.00	\$0.00
47	9.C Finishes.Misc. Credit	Interior Painting - M	\$9,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,500.00	\$0.00
48	9.C Finishes.Misc. Credit	Interior Painting - L	\$34,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$34,000.00	\$0.00
49	9.C Finishes.Misc. Credit	Wall Coverings - M	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00
50	9.C Finishes.Misc. Credit	Wall Coverings - L	\$16,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$16,000.00	\$0.00
51	9.C Finishes.Misc. Credit	High Performance Coatings - M	\$9,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,500.00	\$0.00
52	9.C Finishes.Misc. Credit	High Performance Coatings - L	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,000.00	\$0.00
53	9.C Finishes.Misc. Credit	Metal Framing - M	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	\$0.00
54	9.C Finishes.Misc. Credit	Metal Framing - L	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$50,000.00	\$0.00
55	9.C Finishes.Misc. Credit	Thermal Insulation - M	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,000.00	\$0.00
56	9.C Finishes.Misc. Credit	Thermal Insulation - L	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,000.00	\$0.00
57	9.C Finishes.Misc. Credit	Firestopping - M	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,000.00	\$0.00
58	9.C	Firestopping - L	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,000.00	\$0.00

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
					Finishes.Misc. Credit					
59	9.C Finishes.Misc. Credit	Gyp Board Assemblies - M	\$95,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$95,000.00	\$0.00
60	9.C Finishes.Misc. Credit	Gyp Board Assemblies - L	\$175,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$175,000.00	\$0.00
61	9.C Finishes.Misc. Credit	Gyp Sheathing - M	\$16,000.00	\$0.00	\$6,400.00	\$0.00	\$6,400.00	40.00%	\$9,600.00	\$320.00
62	9.C Finishes.Misc. Credit	Gyp Sheathing - L	\$27,000.00	\$0.00	\$10,800.00	\$0.00	\$10,800.00	40.00%	\$16,200.00	\$540.00
63	9.C Finishes.Misc. Credit	Acoustical Ceilings - M	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	\$0.00
64	9.C Finishes.Misc. Credit	Acoustical Ceilings - L	\$13,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,000.00	\$0.00
65	9.C Finishes.Misc. Credit	Suspended Wood Ceilings - M	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,000.00	\$0.00
66	9.C Finishes.Misc. Credit	Suspended Wood Ceilings - L	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,000.00	\$0.00
67	9.C Finishes.Misc. Credit	Ceramic Tile - M	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,000.00	\$0.00
68	9.C Finishes.Misc. Credit	Ceramic Tile - L	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	\$0.00
69	9.C Finishes.Misc. Credit	Resilient Flooring - M	\$15,000.00	\$0.00	\$0.00	\$4,471.24	\$4,471.24	29.81%	\$10,528.76	\$223.56
70	9.C Finishes.Misc. Credit	Resilient Flooring - L	\$3,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,800.00	\$0.00
71	9.C Finishes.Misc. Credit	Tile Carpeting - M	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	\$0.00
72	9.C Finishes.Misc. Credit	Tile Carpeting - L	\$3,700.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,700.00	\$0.00
73	10.C Specialty Items.Misc. Credit	Toilet Accessories - M	\$4,250.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,250.00	\$0.00
74	10.C Specialty Items.Misc. Credit	Toilet Accessories - L	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00
75	10.C Specialty Items.Misc. Credit	Flagpole - M	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
76	10.C Specialty Items.Misc. Credit	Flagpole - L	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00
77	10.C Specialty Items.Misc. Credit	Folding Panel Partition - M	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,000.00	\$0.00
78	10.C Specialty Items.Misc. Credit	Folding Panel Partition - L	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00
79	10.C	Toilet Partitions - M	\$5,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,500.00	\$0.00

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)			
	Specialty Items.Misc. Credit									
80	10.C Specialty Items.Misc. Credit	Toilet Partitions - L	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00
81	10.C Specialty Items.Misc. Credit	Signage - M	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00
82	10.C Specialty Items.Misc. Credit	Signage - L	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00	\$0.00
83	12.C Special Equipment.Misc. Credit	Countertops - M	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00
84	12.C Special Equipment.Misc. Credit	Countertops - L	\$17,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,000.00	\$0.00
85	12.C Special Equipment.Misc. Credit	Window Shades - M	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
86	12.C Special Equipment.Misc. Credit	Window Shades - L	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,000.00	\$0.00
87	14.C Cranes and Hoists.Misc. Credit	Electric Traction Elevator - M	\$85,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$85,000.00	\$0.00
88	14.C Cranes and Hoists.Misc. Credit	Electric Traction Elevator - L	\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$45,000.00	\$0.00
89	15.C Mechanical.Misc. Credit	Fire Sprinkler - M	\$38,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$38,000.00	\$0.00
90	15.C Mechanical.Misc. Credit	Fire Sprinkler - L	\$23,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$23,000.00	\$0.00
91	15.C Mechanical.Misc. Credit	Hangers and Supports - M	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,000.00	\$0.00
92	15.C Mechanical.Misc. Credit	Hangers and Supports - L	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,500.00	\$0.00
93	15.C Mechanical.Misc. Credit	Plumbing ID - M	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$800.00	\$0.00
94	15.C Mechanical.Misc. Credit	Plumbing ID - L	\$1,100.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,100.00	\$0.00
95	15.C Mechanical.Misc. Credit	Insulation - M	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,500.00	\$0.00
96	15.C Mechanical.Misc. Credit	Insulation - L	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
97	15.C Mechanical.Misc. Credit	Plumbing Piping - M	\$36,000.00	\$10,800.00	\$0.00	\$0.00	\$10,800.00	30.00%	\$25,200.00	\$540.00
98	15.C Mechanical.Misc. Credit	Plumbing Piping - L	\$35,000.00	\$10,500.00	\$0.00	\$0.00	\$10,500.00	30.00%	\$24,500.00	\$525.00

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
				99	15.C Mechanical.Misc. Credit					
100	15.C Mechanical.Misc. Credit	Gas Piping - L	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,000.00	\$0.00
101	15.C Mechanical.Misc. Credit	Plumbing Specialties - M	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
102	15.C Mechanical.Misc. Credit	Plumbing Specialties - L	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
103	15.C Mechanical.Misc. Credit	Domestic Water Pumps - M	\$5,300.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,300.00	\$0.00
104	15.C Mechanical.Misc. Credit	Domestic Water Pumps - L	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00	\$0.00
105	15.C Mechanical.Misc. Credit	Sump Pumps - M	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,500.00	\$0.00
106	15.C Mechanical.Misc. Credit	Sump Pumps - L	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
107	15.C Mechanical.Misc. Credit	Plumbing Equipment - M	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
108	15.C Mechanical.Misc. Credit	Plumbing Equipment - L	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,000.00	\$0.00
109	15.C Mechanical.Misc. Credit	Plumbing Fixtures - M	\$48,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$48,000.00	\$0.00
110	15.C Mechanical.Misc. Credit	Plumbing Fixtures - L	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00
111	15.C Mechanical.Misc. Credit	RTU, Cabinet & Duct Heater - M	\$153,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$153,400.00	\$0.00
112	15.C Mechanical.Misc. Credit	RTU, Cabinet & Duct Heater - L	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$28,000.00	\$0.00
113	15.C Mechanical.Misc. Credit	Terminal Air Box & System Management - M	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,000.00	\$0.00
114	15.C Mechanical.Misc. Credit	Terminal Air Box & System Management - L	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	\$0.00
115	15.C Mechanical.Misc. Credit	Screen Wall - M	\$44,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$44,000.00	\$0.00
116	15.C Mechanical.Misc. Credit	Screen Wall - L	\$2,100.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,100.00	\$0.00
117	15.C Mechanical.Misc. Credit	GRD's FD's - M	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,500.00	\$0.00
118	15.C Mechanical.Misc. Credit	GRD's & FD's - L	\$19,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,400.00	\$0.00
119	15.C Mechanical.Misc. Credit	Mini Split & Exhaust Fan - M	\$7,900.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,900.00	\$0.00
120	15.C Mechanical.Misc. Credit	Mini Split & Exhaust Fan - L	\$5,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,200.00	\$0.00
121	15.C Mechanical.Misc. Credit	Ductwork - M	\$24,900.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$24,900.00	\$0.00
122	15.C	Ductwork - L	\$57,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$57,000.00	\$0.00

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)			
	Mechanical.Misc. Credit									
123	15.C Mechanical.Misc. Credit	Hangers - M	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,500.00	\$0.00
124	15.C Mechanical.Misc. Credit	Hangers - L	\$13,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,600.00	\$0.00
125	15.C Mechanical.Misc. Credit	TAB - L&M	\$9,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,400.00	\$0.00
126	16.C Electrical.Misc. Credit	Site-service work - Material	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00
127	16.C Electrical.Misc. Credit	Site-service work - Labor	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00
128	16.C Electrical.Misc. Credit	Temporary Power - Labor	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
129	16.C Electrical.Misc. Credit	Temporary Power - Material	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
130	16.C Electrical.Misc. Credit	Underground Raceway - Material	\$25,000.00	\$0.00	\$6,250.00	\$0.00	\$6,250.00	25.00%	\$18,750.00	\$312.50
131	16.C Electrical.Misc. Credit	Underground Raceway - Labor	\$25,000.00	\$0.00	\$6,250.00	\$0.00	\$6,250.00	25.00%	\$18,750.00	\$312.50
132	16.C Electrical.Misc. Credit	Raceway - Material	\$62,300.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$62,300.00	\$0.00
133	16.C Electrical.Misc. Credit	Raceway - Labor	\$52,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$52,600.00	\$0.00
134	16.C Electrical.Misc. Credit	Generator - Material	\$29,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$29,600.00	\$0.00
135	16.C Electrical.Misc. Credit	Generator - Labor	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,000.00	\$0.00
136	16.C Electrical.Misc. Credit	Distribution - Material	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,000.00	\$0.00
137	16.C Electrical.Misc. Credit	Distribution - Labor	\$55,700.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,700.00	\$0.00
138	16.C Electrical.Misc. Credit	Lighting - Material	\$122,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$122,500.00	\$0.00
139	16.C Electrical.Misc. Credit	Lighting - Labor	\$44,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$44,600.00	\$0.00
140	16.C Electrical.Misc. Credit	Fire Alarm - Material	\$20,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,400.00	\$0.00
141	16.C Electrical.Misc. Credit	Fire Alarm - Labor	\$9,300.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,300.00	\$0.00
142	16.C Electrical.Misc. Credit	Device - Material	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00	\$0.00
143	16.C Electrical.Misc. Credit	Device - Labor	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00	\$0.00
144	16.C Electrical.Misc. Credit	Communications - Material	\$27,900.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$27,900.00	\$0.00
145	16.C Electrical.Misc. Credit	Communications - Labor	\$24,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$24,400.00	\$0.00

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
				146	16.C Electrical.Misc. Credit					
147	16.C Electrical.Misc. Credit	Audio/Visual - Labor	\$40,109.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,109.00	\$0.00
148	16.C Electrical.Misc. Credit	Security - Material	\$25,603.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,603.00	\$0.00
149	16.C Electrical.Misc. Credit	Security - Labor	\$10,459.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,459.00	\$0.00
150	2.C Sitework.Misc. Credit	Site Clearing & Earthwork - L&M	\$110,000.00	\$82,500.00	\$0.00	\$0.00	\$82,500.00	75.00%	\$27,500.00	\$4,125.00
151	2.C Sitework.Misc. Credit	Plantings - M	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00
152	2.C Sitework.Misc. Credit	Concrete Paving - M	\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$75,000.00	\$0.00
153	2.C Sitework.Misc. Credit	Concrete Paving - L	\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$45,000.00	\$0.00
154	2.C Sitework.Misc. Credit	Plantings - L	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00	\$0.00
155	2.C Sitework.Misc. Credit	Seeding & SOD - M	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,500.00	\$0.00
156	2.C Sitework.Misc. Credit	Seeding & SOD - L	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00	\$0.00
157	2.C Sitework.Misc. Credit	Mulch - M	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,500.00	\$0.00
158	2.C Sitework.Misc. Credit	Mulch - L	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,500.00	\$0.00
159	2.C Sitework.Misc. Credit	Retaining Wall - M	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	\$0.00
160	2.C Sitework.Misc. Credit	Retaining Wall - L	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,500.00	\$0.00
161	2.C Sitework.Misc. Credit	Storm Sewer - M	\$175,000.00	\$166,250.00	\$0.00	\$0.00	\$166,250.00	95.00%	\$8,750.00	\$8,312.50
162	2.C Sitework.Misc. Credit	Storm Sewer - L	\$55,000.00	\$55,000.00	\$0.00	\$0.00	\$55,000.00	100.00%	\$0.00	\$2,750.00
163	2.C Sitework.Misc. Credit	Water Service - M	\$21,000.00	\$21,000.00	\$0.00	\$0.00	\$21,000.00	100.00%	\$0.00	\$1,050.00
164	2.C Sitework.Misc. Credit	Water Service - L	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100.00%	\$0.00	\$600.00
165	2.C Sitework.Misc. Credit	Sanitary Service - M	\$9,100.00	\$2,730.00	\$0.00	\$0.00	\$2,730.00	30.00%	\$6,370.00	\$136.50
166	2.C Sitework.Misc. Credit	Sanitary Service - L	\$12,000.00	\$3,600.00	\$0.00	\$0.00	\$3,600.00	30.00%	\$8,400.00	\$180.00
TOTALS:			\$5,752,500.00	\$1,128,158.50	\$500,261.40	\$59,569.91	\$1,687,989.81	29.34%	\$4,064,510.19	\$84,399.49

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
167	PCCO#001 PR #1 - Elevator Waterproofing	\$2,661.18	\$2,661.18	\$0.00	\$0.00	\$2,661.18	100.00%	\$0.00	\$133.06
168	PCCO#002 PR #2 - VE Items	\$(24,151.00)	\$(24,151.00)	\$0.00	\$0.00	\$(24,151.00)	100.00%	\$0.00	\$(1,207.55)
TOTALS:		\$(21,489.82)	\$(21,489.82)	\$0.00	\$0.00	\$(21,489.82)	100.00%	\$0.00	\$(1,074.49)

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$5,731,010.18	\$1,106,668.68	\$500,261.40	\$59,569.91	\$1,666,499.99	29.08%	\$4,064,510.19	\$83,325.00

Henkel Construction Company
 Stored Materials Separator Page

Subcontractor **Brockway Mechanical & Roofing**

Period Ending Date: 11/30/2023

Job #: 2321A

<u>SOV Line(s)</u>	<u>Prior Period</u>	<u>Current Period</u>	<u>Added</u>	<u>Removed</u>
35	23,870.00	23,870.00	-	-
-----	-	-	-	-
Total	23,870.00	23,870.00	-	-

Attachments:

**Jun23: Added \$23,870.00 to line 35

**Oct23 - No Change

**Nov23 - No Change

Subcontractor **Mid-American Glazing Systems**

Period Ending Date: 11/30/2023

Job #: 2321A

<u>SOV Line(s)</u>	<u>Prior Period</u>	<u>Current Period</u>	<u>Added</u>	<u>Removed</u>
45	-	31,228.67	31,228.67	-
-----	-	-	-	-
Total	-	31,228.67	31,228.67	-

Attachments:

- Subcontractor Pay Application
- COI
- Photos

****Nov23 - Added \$31,228.67 to line 45**

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 of 2 PAGES

TO OWNER / CONTRACTOR:

Henkel Construction Company
2500 Ford Street
Ames, IA 50010

PROJECT:

Polk City New City Hall
200 S 4th St.
Polk City, IA 50226

APPLICATION NO: 3

Distribution to:

<input type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR

FROM CONTRACTOR:

Mid-American Glazing Systems
3750 W. River Dr.
Davenport, IA 52802

VIA ARCHITECT:

FEH Design

PERIOD TO: November 30, 2023

CONTRACT FOR:

Glass & Glazing

PROJECT NOS: 2321A

CONTRACT DATE: April 17, 2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	294,600.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	294,600.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	36,228.67
5. RETAINAGE:		
a. 5% of Completed Work (Column D + E on G703)	\$	309.30
b. 5% of Stored Material (Column F on G703)	\$	1,502.13
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	1,811.43
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	34,417.24
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	5,876.70
8. CURRENT PAYMENT DUE	\$	28,540.54
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	260,182.76

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now

CONTRACTOR:

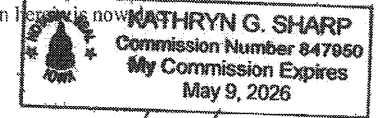
By:

Brian Koestler

Date:

11/21/23

State of: Iowa County of: Scott
Subscribed and sworn to before me this 21st day of November 2023
Notary Public:
My Commission expires: 5/9/26



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 3

APPLICATION DATE: November 21, 2023

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: November 30, 2023

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: 0

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
	STOREFRONTS AND ENTRANCES								
1	Labor	\$80,397.00						\$80,397.00	
2	Materials	\$201,508.00	\$1,186.00		\$30,042.67	\$31,228.67	15.50%	\$170,279.33	\$1,561.43
3	Sublet	\$5,290.00						\$5,290.00	
4	Submittals and Shop Drawings	\$7,405.00	\$5,000.00			\$5,000.00	67.52%	\$2,405.00	\$250.00
	<u>CHANGE ORDERS / RFC</u>								
	GRAND TOTALS	\$294,600.00	\$6,186.00	\$0.00	\$30,042.67	\$36,228.67		\$258,371.33	\$1,811.43

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

11/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER AssuredPartners of MN - Chaska 101 W 3rd St. Chaska MN 55318		CONTACT NAME: Lindsay Willems PHONE (A/C, No, Ext): (952) 448-3800 FAX (A/C, No): E-MAIL ADDRESS: Lindsay.Willems@assuredpartners.com PRODUCER CUSTOMER ID: 00058323	
INSURED Mid-american Glazing Systems Inc 3750 W River Dr Davenport IA 52802-2410		INSURER(S) AFFORDING COVERAGE INSURER A: Integrity Select INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10288	

COVERAGES **CERTIFICATE NUMBER:** 23-24 Property **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/> PROPERTY	CPP2878711	07/01/2023	07/01/2024	BUILDING	\$	
	CAUSES OF LOSS				DEDUCTIBLES	PERSONAL PROPERTY	\$
	BASIC				BUILDING 2,500	BUSINESS INCOME	\$
	BROAD				CONTENTS 2,500	EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/> SPECIAL					RENTAL VALUE	\$
	EARTHQUAKE					BLANKET BUILDING	\$
	WIND					BLANKET PERS PROP	\$
	FLOOD					<input checked="" type="checkbox"/> BLANKET BLDG & PP	\$ 3,138,000
							\$
							\$
	INLAND MARINE	TYPE OF POLICY			\$		
	CAUSES OF LOSS				\$		
	NAMED PERILS	POLICY NUMBER			\$		
					\$		
	CRIME				\$		
	TYPE OF POLICY				\$		
					\$		
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN				\$		
					\$		
					\$		

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Materials Stored at: 3750 W River Drive Davenport, IA 52802
Value of Stored Materials: \$30,042.67, Replacement Cost
Project: Polk City New City Hall

CERTIFICATE HOLDER

Henkel Construction Company
2500 Ford Street

Ames IA 50010

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Oldcastle BuildingEnvelope

MID-AMERICAN GLAZING S

3750 W RIVER DR

DAVENPORT, IA

Project ID: 30-9348

Project Name: POLK CITY HALL - SL



Epics# 349378-13

Ticket# 2190591



Project ID: 7000-19
Project Name: POLK CITY HALL
Ship Date: 12/27/23

Line #	Part Number	Finish	Size	Wgt
19	WW403C	C	24'3"	95 lbs
Mark: WW403 Tubular Jamb Mull C				

Henkel Construction Company
 Stored Materials Separator Page

Subcontractor **Ideal Floors**

Period Ending Date: 11/30/2023

Job #: 2321A

<u>SOV Line(s)</u>	<u>Prior Period</u>	<u>Current Period</u>	<u>Added</u>	<u>Removed</u>
69	4,471.24	4,471.24	-	-
-----	-	-	-	-
Total	4,471.24	4,471.24	-	-

Attachments:

**Oct23 - Added \$4,471.24 to line 69

**Nov23 - No Change

Jenny Coffin

From: Chelsea Huisman
Sent: Thursday, November 30, 2023 1:50 PM
To: Jenny Coffin
Subject: FW: Polk City Parks Commission

From: Jeff Savage <savagejeff@gmail.com>
Sent: Thursday, November 30, 2023 12:54 PM
To: Chelsea Huisman <CHuisman@polkcityia.gov>
Subject: Polk City Parks Commission

Chelsea,

With this email, I tender my resignation from the Polk City Parks Commission, effective 12/5/23.

I had some great experiences, being a part of the Parks Commission but now look forward to my next chapter. 😊

Jeff Savage

November 30, 2023

Chelsea Huisman
City Manager

Jenny Coffin
City Clerk

I will be resigning my appointment to the Polk City Parks Commission effective December 31, 2023. It has been my pleasure to help grow our community's parks and I look forward to my future work for the City.

Thank you,

A handwritten signature in black ink, appearing to read "NO", with a horizontal line extending to the right.

Nick Otis



City of Polk City, Iowa

City Council Agenda Communication

Date: 12/07/2023
To: Mayor and Council
From: Mike Schulte

Subject: Budgeted Office Furniture for the new Public Works Offices-FY23/24

BACKGROUND: In the 23/24 budget, we allocated funds to finish the newly constructed Public Works offices, which included furniture. We asked two companies to give us a quote on the furniture that we wanted. We first went to Business Furniture Warehouse and received a quote for \$15,985 without installation. For the second quote we asked the company that is providing the furniture for the new City Hall. That company is Workspace Inc, and their quote was \$11,056.40 installed. So, as you can see Workspace Inc was cheaper and it was installed.

ALTERNATIVES: n/a

FINANCIAL CONSIDERATIONS: \$11,056.40

RECOMMENDATION: I would recommend that Council approve the budgeted office furniture from workspace Inc.



workspace

309 Locust St.
Des Moines, IA 50309
(T) 515-288-7090 (F) 515-288-0250
www.workspaceinc.net

Quotation 74953
Quote Date 12/06/23
Project 6486
Customer POLKC
Terms Net 30
Account Representative Sara Guerrero

Quote To

POLK CITY - CITY HALL
112 3rd Street
Polk City IA 50226

Ship To

Mike Schulte
POLK CITY - CITY HALL
112 3rd Street
Polk City IA 50226

Phone +1 (515) 984-6233

Phone +1 (515) 984-9280

<mschulte@polkcityia.gov

Sales Location Des Moines Corporate Office

Invoice will include any vendor surcharges in effect at the time of order.

Workspace reserves the right to apply a contingency fee of up to 5% of the quoted total to recover unplanned costs incurred during delivery/installation such as additional handling/trips due to job site readiness, storage needs, and changes to scope.

Description	Quantity	Unit Price	Extended Price
-------------	----------	------------	----------------

Office 1

1	HIGS6 - Ignition Guest/Multi-Purpose Chair Four-Leg Stacking Select Arm Type: .F: Fixed Select Caster/Glide Option: .H: Hard Caster Select Back: .IM: 4-Way Black Select Upholstery: \$(1): Grd 1 UPH .CU: Centurion 10: Black Select Frame Color: .T: Black HON INDUST Tag For Office 1 HIGS6	1	295.50	295.50
2	HIWMM - Ignition 2 Task Mid-back, ilira back Control Type:	1	422.00	422.00

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

ACCEPTED BY _____ TITLE _____ DATE _____



workspace

309 Locust St.
Des Moines, IA 50309
(T) 515-288-7090 (F) 515-288-0250
www.workspaceinc.net

Quotation 74953
Page 2 / 10 (cont'd)

Description	Quantity	Unit Price	Extended Price
2 .Y1: Syncho-Tilt W Seat Slider Select Arm Type: .A: Height and Width Adj. Arm Select Caster/Glide Option: .H: Hard Caster Select Mesh Color: .IM: 4-Way Black Select Upholstery: \$(1): Grd 1 UPH .CU: Centurion 10: Black Select Lumbar: .BL: Black Adjustable Lumbar Select Base: .SB: Standard Base Select Frame Color: .T: Black HON INDUST Tag For Office 1 HIWMM			
3 HLPLB4224 - Mod 42Wx24Dx29H Bridge Select Laminate Finish: .LSL1: Slate Teak HON INDUST Tag For Office 1 24/42	1	104.00	104.00
4 HLPLCS7224 - Mod 72Wx24Dx29H Credenza Shell Select Laminate Finish: .LSL1: Slate Teak HON INDUST Tag For Office 1 24/72	1	174.50	174.50
5 HLPLDH72 - Mod 72WxX14Dx39.75H Desk Hutch w/o Doors Select Laminate Finish: .LSL1: Slate Teak HON INDUST Tag For Office 1 DH	1	213.00	213.00

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309 Locust St.
Des Moines, IA 50309
(T) 515-288-7090 (F) 515-288-0250
www.workspaceinc.net

Quotation 74953
Page 3 / 10 (cont'd)

Description	Quantity	Unit Price	Extended Price
6 HLPLDR72LM - Mod Laminate Doors for HLPLDH72 / HLPLWMH72 (2 Pack) Select Laminate Finish: .LSL1: Slate Teak HON INDUST Tag For Office 1 LM	2	25.50	51.00
7 HLPLDS7236 - Mod 72Wx36Dx29H Rectangular Desk Shell Select Laminate Finish: .LSL1: Slate Teak HON INDUST Tag For Office 1 36/72	1	194.50	194.50
8 HLPLLF3620L2 - Mod 36Wx20Dx29H 2-Drawer Lateral File removable top Select Laminate Finish: .LSL1: Slate Teak HON INDUST Tag For Office 1 L2	1	338.00	338.00
9 HLPLTACK72 - Mod 72Wx18H Tackboard Mod Fabric: .CN02: Cool Neutral HON INDUST Tag For Office 1 TB(TB)	1	76.50	76.50

Sub Total			1,869.00
Total			1,869.00

Office 2

10 HIGS6 - Ignition Guest/Multi-Purpose Chair Four-Leg Stacking Select Arm Type: .F: Fixed Select Caster/Glide Option: .H: Hard Caster Select Back: .IM: 4-Way Black Select Upholstery: \$(1): Grd 1 UPH	2	295.50	591.00
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ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

ACCEPTED BY _____ TITLE _____ DATE _____



workspace

309 Locust St.
Des Moines, IA 50309
(T) 515-288-7090 (F) 515-288-0250
www.workspaceinc.net

Quotation 74953
Page 4 / 10 (cont'd)

Description	Quantity	Unit Price	Extended Price
10 .CU: Centurion 10: Black Select Frame Color: .T: Black HON INDUST Tag For Office 2 HIGS6			
11 HIWMM - Ignition 2 Task Mid-back, ilira back Control Type: .Y1: Syncho-Tilt W Seat Slider Select Arm Type: .A: Height and Width Adj. Arm Select Caster/Glide Option: .H: Hard Caster Select Mesh Color: .IM: 4-Way Black Select Upholstery: \$(1): Grd 1 UPH .UR: Contourett 10: Black Select Lumbar: .BL: Black Adjustable Lumbar Select Base: .SB: Standard Base Select Frame Color: .T: Black HON INDUST Tag For Office 2 HIWMM	1	422.00	422.00
12 HLPLB4224 - Mod 42Wx24Dx29H Bridge Select Laminate Finish: .LSL1: Slate Teak HON INDUST Tag For Office 2 24/42	1	104.00	104.00
13 HLPLBC3013B2 - Mod 30Wx13Dx29H 2-Shelf Bookcase Select Laminate Finish: .LSL1: Slate Teak	1	101.50	101.50

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

ACCEPTED BY _____ TITLE _____ DATE _____



workspace

309 Locust St.
Des Moines, IA 50309
(T) 515-288-7090 (F) 515-288-0250
www.workspaceinc.net

Quotation 74953
Page 5 / 10 (cont'd)

Description	Quantity	Unit Price	Extended Price
13 HON INDUST Tag For Office 2 B2			
14 HLPLCS7224 - Mod 72Wx24Dx29H Credenza Shell Select Laminate Finish: .LSL1: Slate Teak HON INDUST Tag For Office 2 24/72	1	174.50	174.50
15 HLPLDS7236 - Mod 72Wx36Dx29H Rectangular Desk Shell Select Laminate Finish: .LSL1: Slate Teak HON INDUST Tag For Office 2 36/72	1	194.50	194.50
16 HLPLLF3620L2 - Mod 36Wx20Dx29H 2-Drawer Lateral File removable top Select Laminate Finish: .LSL1: Slate Teak HON INDUST Tag For Office 2 L2	1	338.00	338.00
Sub Total			1,925.50
Total			1,925.50

Office 3

17 HIGS6 - Ignition Guest/Multi-Purpose Chair Four-Leg Stacking Select Arm Type: .F: Fixed Select Caster/Glide Option: .H: Hard Caster Select Back: .IM: 4-Way Black Select Upholstery: \$(1): Grd 1 UPH .CU: Centurion 10: Black Select Frame Color: .T: Black	2	295.50	591.00
--	---	--------	--------

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

ACCEPTED BY _____ TITLE _____ DATE _____



workspace

309 Locust St.
Des Moines, IA 50309
(T) 515-288-7090 (F) 515-288-0250
www.workspaceinc.net

Quotation 74953
Page 6 / 10 (cont'd)

Description	Quantity	Unit Price	Extended Price
17 HON INDUST Tag For Office 3 HIGS6			
18 HIWMM - Ignition 2 Task Mid-back, ilira back Control Type: .Y1: Syncho-Tilt W Seat Slider Select Arm Type: .A: Height and Width Adj. Arm Select Caster/Glide Option: .H: Hard Caster Select Mesh Color: .IM: 4-Way Black Select Upholstery: \$(1): Grd 1 UPH .UR: Contourett 10: Black Select Lumbar: .BL: Black Adjustable Lumbar Select Base: .SB: Standard Base Select Frame Color: .T: Black HON INDUST Tag For Office 3 HIWMM	1	422.00	422.00
19 HLPLB4224 - Mod 42Wx24Dx29H Bridge Select Laminate Finish: .LSL1: Slate Teak HON INDUST Tag For Office 3 24/42	1	104.00	104.00
20 HLPLCS7224 - Mod 72Wx24Dx29H Credenza Shell Select Laminate Finish: .LSL1: Slate Teak HON INDUST Tag For Office 3 24/72	1	174.50	174.50
21 HLPLDH72 - Mod 72WxX14Dx39.75H Desk Hutch w/o Doors	1	213.00	213.00

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

ACCEPTED BY _____ TITLE _____ DATE _____



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309 Locust St.
Des Moines, IA 50309
(T) 515-288-7090 (F) 515-288-0250
www.workspaceinc.net

Quotation 74953
Page 7 / 10 (cont'd)

Description	Quantity	Unit Price	Extended Price
21 Select Laminate Finish: .LSL1: Slate Teak HON INDUST Tag For Office 3 DH			
22 HLPLDR72LM - Mod Laminate Doors for HLPLDH72 / HLPLWMH72 (2 Pack) Select Laminate Finish: .LSL1: Slate Teak HON INDUST Tag For Office 3 LM	2	25.50	51.00
23 HLPLDS7236 - Mod 72Wx36Dx29H Rectangular Desk Shell Select Laminate Finish: .LSL1: Slate Teak HON INDUST Tag For Office 3 36/72	1	194.50	194.50
24 HLPLLF3620L2 - Mod 36Wx20Dx29H 2-Drawer Lateral File removable top Select Laminate Finish: .LSL1: Slate Teak HON INDUST Tag For Office 3 L2	1	338.00	338.00
25 HLPLTACK72 - Mod 72Wx18H Tackboard Mod Fabric: .CN02: Cool Neutral HON INDUST Tag For Office 3 TB(TB)	1	76.50	76.50

Sub Total			2,164.50
Total			2,164.50

Office 4

26 HIWMM - Ignition 2 Task Mid-back, ilira back Control Type: .Y1: Syncho-Tilt W Seat Slider Select Arm Type: .A: Height and Width Adj. Arm	2	422.00	844.00
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ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

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workspace

309 Locust St.
Des Moines, IA 50309
(T) 515-288-7090 (F) 515-288-0250
www.workspaceinc.net

Quotation 74953
Page 8 / 10 (cont'd)

Description	Quantity	Unit Price	Extended Price
26 Select Caster/Glide Option: .H: Hard Caster Select Mesh Color: .IM: 4-Way Black Select Upholstery: \$(1): Grd 1 UPH .UR: Contourett 10: Black Select Lumbar: .BL: Black Adjustable Lumbar Select Base: .SB: Standard Base Select Frame Color: .T: Black HON INDUST Tag For Office 4 HIWMM			
27 HLPLDH72 - Mod 72WxX14Dx39.75H Desk Hutch w/o Doors Select Laminate Finish: .LSL1: Slate Teak HON INDUST Tag For Office 4 DH	2	213.00	426.00
28 HLPLDR72LM - Mod Laminate Doors for HLPLDH72 / HLPLWMH72 (2 Pack) Select Laminate Finish: .LSL1: Slate Teak HON INDUST Tag For Office 4 LM	2	25.50	51.00
29 HLPLDS7230 - Mod 72Wx30Dx29H Rectangular Desk Shell Select Laminate Finish: .LSL1: Slate Teak HON INDUST Tag For Office 4 30/72	2	191.50	383.00
30 HLPLPSBBF - Mod 15Wx20Dx28H B/B/F Support Pedestal Select Laminate Finish: .LSL1: Slate Teak	2	209.00	418.00

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

ACCEPTED BY _____ TITLE _____ DATE _____



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Des Moines, IA 50309
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www.workspaceinc.net

Quotation 74953
Page 9 / 10 (cont'd)

Description	Quantity	Unit Price	Extended Price
30 HON INDUST Tag For Office 4 BBF			
31 HLPLRS4224 - Mod 42Wx24Dx29H Return Shell Select Laminate Finish: .LSL1: Slate Teak HON INDUST Tag For Office 4 24/42	2	123.50	247.00
32 HLPLTACK72 - Mod 72Wx18H Tackboard Mod Fabric: .CN02: Cool Neutral HON INDUST Tag For Office 4 TB(TB)	1	76.50	76.50
33 HLPLDR72LM - Mod Laminate Doors for HLPLDH72 / HLPLWMH72 (2 Pack) Select Laminate Finish: .LSL1: Slate Teak HON INDUST Tag For Office 4 LM	2	25.50	51.00
34 HLPLTACK72 - Mod 72Wx18H Tackboard Mod Fabric: .CN02: Cool Neutral HON INDUST Tag For Office 4 TB(TB)	1	76.50	76.50
Sub Total			2,573.00
Total			2,573.00
Quotation Totals			
Sub Total			8,532.00
WORKSPACE Design			320.00
WORKSPACE Installation			2,204.40
Grand Total			11,056.40

End of Quotation

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

ACCEPTED BY _____ TITLE _____ DATE _____



workspace

309 Locust St.
Des Moines, IA 50309
(T) 515-288-7090 (F) 515-288-0250
www.workspaceinc.net

Quotation 74953
Page 10 / 10 (cont'd)

TERMS AND CONDITIONS OF SALE

- 1. ORDERS:** It is understood and agreed that an order cannot be cancelled except by mutual consent, subject to Manufacturer's approval. If a percentage cancellation charge is made by Manufacturer, the percentage will be applied to the contract cost of the items cancelled and will be invoiced to the Customer/Purchaser. If Manufacturer is unable to accommodate the request for cancellation, the sale will be final.
- 2. CHANGE ORDERS:** Request to change the scope of the project after product has been ordered or the labor quote has been approved by purchaser may result in additional change order fees.
- 3. RETURNS:** Merchandise is not returnable unless it has been authorized by the Manufacturer with the Purchaser bearing all costs including freight, pickup, delivery, Manufacturer restocking fees, plus 15% of purchase cost to offset overhead expenses by Seller.
- 4. PRICE:** All prices quoted are firm for 30 days from the date of this proposal, unless otherwise specifically noted.
- 5. TAX:** Proposals and orders are subject to applicable sales tax.
- 6. TERMS:** Net 30 days.
- 7. DELIVERY:** In the event that delivery/installation is provided as part of the sale, the following provisions shall apply.
 - A. Job Site: The job site shall be clear and free of debris prior to installation. Site preparation performed by Seller's employees, including but not limited to, clearing debris or moving of Purchaser's furniture, shall be charged to the Purchaser at Seller's normal hourly rate.
 - B. Job Site Services: Electric current, heat, hoisting and/or elevator service will be furnished without charge to Seller. Adequate facilities for offloading, staging, moving, and handling of goods shall be provided by Purchaser.
 - C. Delivery Hours: The sale price is based on the installation being made during the normal eight-hour, five-day work week, Monday through Friday. If delivery/installation is required at a time other than these, Purchaser agrees to pay Seller at the applicable overtime rate.
 - D. Risk of Loss: Upon delivery of goods by Seller to Purchaser's requested location, all risk of loss or damage shall pass to Purchaser, including, but not limited to any loss or damage by weather, other trades such as painting, plastering, wall covering, drapes, curtains, window coverings, blinds and window treatments; telephone installation, fire or other elements; and Purchaser agrees to hold Seller harmless from loss for such reasons.
 - E. Any changes to delivery/installation location or timing due to job site readiness may include additional labor charges due to redelivery or double handling of products. These charges will be calculated using Seller's normal labor rate.
 - F. Partial deliveries can be made at the Purchaser's request for an additional charge. Unplanned partial deliveries may result in additional overtime charges.
- 8. DELIVERY/ INSTALLATION DELAYS:**
 - A. If premises of Purchaser are not ready for installation/delivery, the Purchaser agrees to pay for ninety percent (90%) of the value of the delivered goods in storage and ready for installation/delivery, within 10 days of receipt of goods by Seller.
 - B. STORAGE: if premises are not ready for installation/delivery within 21 days after receipt of goods by Seller, the Purchaser agrees to pay a monthly storage and handling fee to Seller. Seller can only store up to 1 truckload of product.
 - C. If product cannot be installed as originally scheduled due to site readiness, purchaser assumes responsibility of any concealed damages that are revealed after 15 days of shipment receipt.
- 9. SHIPMENTS:** Seller continually expedites orders and will attempt to obtain the commitment of the manufacturer to meet the delivery schedule requirements, but cannot be held responsible for delayed deliveries. Orders, once entered, cannot be cancelled due to delayed delivery unless manufacturers will accept cancellation from Seller. Changes in delivery address may incur additional fees.
- 10. DEPOSITS:** A 50% deposit is required to place an order. All deposits on goods purchased shall be retained by Seller until shipment, delivery and installation of entire order are complete. Deposit amounts will be deducted from the final invoice. No proration of deposit will be made on partial delivery or installation.
- 11. ACCEPTANCE:** All goods shall be considered accepted after the Purchaser or his agent has signed the delivery copy of the "delivery receipt". All claims or exceptions must be made in writing on this copy. If Purchaser is dissatisfied at the time of delivery/installation, it should be noted on the "delivery receipt" or "punch list". Buyer may delay payment of up to 10% of the invoice, without penalty, until all Punch List items are corrected. However, it is expressly understood that the remaining 90% of the invoice is due and payable under the normal credit/payment terms extended by Seller, regardless of the presence or extent of Punch List items.
- 12. LIMITED LIABILITY:** the goods and services incidental to their sale described in this proposal are sold subject only to such warranties as are made by manufacturers of the goods. Seller will cooperate with Purchaser in obtaining adjustments from manufacturers for a breach of any such manufacturer's warranty. However, Seller neither guarantees nor warrants that the manufacturer will comply with the terms of its warranty; and Seller does not adopt, guarantee or warranty that the manufacturer will comply with its obligations. Seller shall not be liable for defects in, or loss to the goods sold, or caused by the goods sold. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SELLER SHALL NOT BE LIABLE FOR ANY ACTUAL, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO PURCHASER OR TO ANY THIRD PARTY AS A CONSEQUENCE OF THE ALLEGED BREACH OF ANY SUCH WARRANTY. Purchaser agrees to indemnify and hold harmless Seller and its agents and employees of and from any claims for damage of loss due to damage or injury caused by the goods after delivery to Purchaser.
- 13. LIEN AND SECURITY INTEREST:** Seller shall have and retain a lien on and security interests in all goods until all goods described in this purchase order have been paid for in full. Upon nonpayment within specified terms, Seller shall have the right, at its election, to recover possession of such goods; and in that event, Purchaser authorizes Seller to promptly enter upon its premises and to repossess and remove such goods at the expense of the Purchaser.
- 14. COSTS AND ATTORNEY FEES:** In the event the Purchaser should fail to comply with any of the terms, conditions, or provisions hereof, and should it become necessary for Seller to incur costs or engage the services of others, Purchaser agrees to pay all costs and expenses incurred by Seller, including costs and reasonable attorneys' fees, whether out of court, at trial or appellate levels, or in bankruptcy/insolvency proceedings, or otherwise.
- 15. TRADE/MANUFACTURE STANDARDS:** The goods shall be subject to reasonable variation from standard in color, quality, finish and variations allowed by the trade customs of the industry.
- 16. LACK OF CONTROL:** Seller shall not be liable for any damages arising out of failure, delay or interruption in the performance of this proposal/order caused by strike, flood, wind, war, civil disturbance, fire, act of God, shortage of labor or materials, or any other matter beyond its direct and sole control.
- 17. ADDITIONAL TERMS:** Purchaser hereby authorizes Seller to inquire into and make investigation of the credit and credit history of the Customer and its principals in connection with any orders of the Customer. Purchaser acknowledges that this proposal/order and performance hereunder, shall be deemed severable. Purchaser shall be liable for any part of the goods described in the proposal/order and any invoice submitted hereunder. Purchaser shall pay the monies due hereunder and all invoices submitted hereunder in accordance with their terms, and shall not be entitled to any set-off or to withhold any payment or portion thereof. All invoices not paid in accordance with the terms hereof shall accrue interest at the rate of 1.5 per month (18% per annum). All payments on past due invoices shall be first applied to accrued interest and then to open invoice amounts.
- 18. PAYMENT OPTIONS:** Seller reserves the right to charge a credit card fee if that payment method is chosen. This fee will be added to the total of the transaction and will be equal to the cost of processing the selected credit card.

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

ACCEPTED BY _____ TITLE _____ DATE _____

Polk City Water Department

Monthly Report

Month November

Year 2023

Total Water Pumped 9,811,800 Gallons
Monthly Daily Avg 327,060 Gallons

Testing Results

- **SDWA Bacteriological Coliform Analysis absent University Hygienic Lab.**
Fecal Coliform Analysis- Sample incubated 35c for 48 hrs then examine for gas production. Gas production verifies presence of fecal coliform organisms.
- **Fluoride Analysis .5 University Hygienic Lab.**
A fluoride concentration of approx. 1mg/l in drinking water effectively reduces dental caries without harmful effects on health. MCL for fluoride is 4.0 mg/l.
Fluoride at Plant- Monthly Average .63 mg/l Polk City Lab.
Fluoride in System- Monthly Average .65 mg/l Polk City Lab.
- **Chlorine Free At Plant- Monthly Average 1.29 mg/l Polk City Lab.**
Chlorine Total at plant- Monthly Average 2.25 mg/l Polk City Lab.
Chlorine Free in System- Monthly Average .47 mg/l Polk City Lab.
Chlorine Total in System- Monthly Average .61 mg/l Polk City Lab.
Chlorine requirement is the quantity of chlorine that must be added to H₂O to achieve complete disinfection of pathogens and protozoa. Chlorine residuals will vary widely depending on organic loading. We also use chlorine to oxidize iron prior to filtration.
- **Iron Raw Water- Monthly Average 6.06 mg/l Polk City Lab.**
Iron Finish Water- Monthly Average .06 mg/l Polk City Lab.
Iron System Water- Monthly Average .06 mg/l Polk City Lab.
Iron occurs in rocks and minerals in the earth's crust. It's the 4th most abundant element respectively. Iron has no effect on human health; its main objection is aesthetics. Concentrations of Iron in finish H₂O should be between 0.03-0.06mg/l.
- **Manganese Raw Water- Monthly Average 0.327 mg/l Polk City Lab.**
Manganese Finish Water- Monthly Average 0.129 mg/l Polk City Lab.
Manganese System Water- Monthly Average 0.062 mg/l Polk City Lab.
Manganese also occurs in rocks and the earth's crust. It is the 7th most abundant element. Manganese is extremely difficult to remove. Concentrations of Manganese in finish H₂O should not exceed 0.05mg/l or black staining of plumbing fixtures may occur. No effect on human health.
- **pH Raw Water Monthly Average 8.0 mg/l Polk City Lab.**
pH Finish Water-Monthly Average 7.8 mg/l Polk City Lab.
pH System Water- Monthly Average 8.2 mg/l Polk City Lab.
pH scale ranges from 0-14 with 7 being considered neutral. Below 7 becomes corrosive to plumbing, above 7 tends to deposit minerals in plumbing. We add caustic soda to maintain proper pH, which should range between 7.5-7.9 in finish water.

Total Tests Performed- Polk City Lab _____

Total Hours to perform tests _____

2024 Library Closings

Monday, January 1	closed	city holiday
Monday, January 15	closed	staff training
Friday, March 29	closed	city holiday
Saturday, March 30	closed	Holiday weekend
Monday, May 27	closed	city holiday
Thursday, July 4	closed	4th of July
Friday, July 19	close at 12:00	prepare Four Seasons Festival
Saturday, July 20	closed	Four Seasons Festival
Monday, September 2	closed	city holiday
Wednesday, November 27	close at 5:00	Thanksgiving Eve
Thursday, November 28	closed	city holiday
Friday, November 29	closed	city holiday
Saturday, November 30	closed	Holiday weekend
TBD	lunch	City Chili Luncheon
TBD	11:45-1:30	City Holiday Luncheon
Tuesday, December 24	closed	city holiday
Wednesday, December 25	closed	city holiday
Tuesday, December 31	closed at 5:00	New Year's Eve
Wednesday, January 1, 2025	closed	New Year

RESOLUTION 2024-03L

**A RESOLUTION SETTING PER CAPITA RATE FOR CONTRACTING
CITIES**

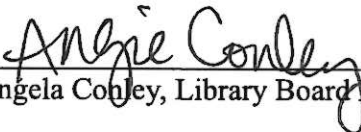
**WHEREAS, CITIES WHO DO NOT HAVE THEIR OWN LIBRARIES
SEEK TO CONTRACT FOR LIBRARY SERVICES FROM NEIGHBORING
CITIES; and**

**WHEREAS, THE BOARD OF TRUSTEES OF THE POLK CITY
COMMUNITY LIBRARY AGREES TO PROVIDE LIBRARY SERVICES TO
NEIGHBORING CITIES; and**

**WHEREAS, A PER CAPITA RATE FOR CONTRACTED LIBRARY
SERVICES MUST BE ESTABLISHED; and**

**NOW, THEREFORE, BE IT RESOLVED, THE BOARD OF
TRUSTEES OF THE POLK CITY COMMUNITY LIBRARY HAVE
ESTABLISHED THAT THE PER CAPITA RATE FOR CONTRACTING
CITIES FOR FY2025 WILL BE \$20.00.**

PASSED AND APPROVED the 4th day of December 2023.



Angela Conley, Library Board President

ATTEST:



Jamie Noack, Library Director

RESOLUTION NO. 2023-159

**RESOLUTION OBLIGATING FUNDS FROM THE URBAN RENEWAL
TAX REVENUE FUND FOR APPROPRIATION TO THE PAYMENT OF
ANNUAL APPROPRIATION TAX INCREMENT FINANCED
OBLIGATIONS TO GO POLK CITY FOR FY 25**

WHEREAS, the City of Polk City, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted Urban Renewal Plans for the Polk City Area II Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted ordinances providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has scheduled payments (the “Annual Payments”) which shall come due in the City’s 2025 fiscal years with respect to the City’s TIF obligations which were previously approved by resolutions of the City Council and were made subject to annual appropriation determinations by the City Council, all as set forth on Exhibit A hereto; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payments, funds anticipated to be received in Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2024;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Polk City, Iowa, as follows:

Section 1. The City Council hereby obligates funds, for the purposes and in the amounts set forth on Exhibit A hereto, for appropriation from the Urban Renewal Tax Revenue Fund to the full satisfaction of the Annual Payments in the City’s 2025 fiscal years.

Section 2. The City Clerk is hereby directed to certify the respective amounts obligated for appropriation as set forth in Section 1 above, with the City’s December 1, 2023 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year. All action previously taken by the City Clerk to certify such amounts is all hereby ratified and approved.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

PASSED AND APPROVED December 11, 2023.

Mayor

Attest:

City Clerk

EXHIBIT A

Schedule of Annual Appropriation Payments for FY '25

<i>Name of Annual Appropriation Obligation</i>	<i>Date of original City Council approval</i>	<i>Amount obligated for appropriation in FY '24-25</i>
Development Agreement Chamber of Commerce NTE \$375,000	11-14-2022	\$75,000



City of Polk City, Iowa

City Council Agenda Communication

Date: December 11th, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Cody Olson, Building official
Subject: Building/Code enforcement software

BACKGROUND: On Monday December 11th, 2023 I would like the council to consider the funding for building and code enforcement software through Citizenserve. The cost associated with this software includes integration, set up, tech support and training necessary for 5 users. Citizenserve allows for additional growth as the City of Polk City would require. After product research and input from other Building Officials in the metro this software is well equipped for a new and growing department.

ALTERNATIVES: Do not approve software purchase

FINANCIAL CONSIDERATIONS: \$29,000 for permitting software, set up, integration and training. \$9000 would be due at the start with the remainder due July 1st of 2024. This will cover from December 2023 to December 2024 for service. After the first year cost of \$29,000 the user cost would be \$11,000 a year for 5 users.

RECOMMENDATION: It is my recommendation that the Council approve the purchase of permitting software to allow an efficient transition from the third party inspections.

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") between Online Solutions LLC. ("Citizenserve") with its principal place of business 1101 East Warner, Suite 160, Tempe, Arizona 85284 and the City of Polk City, Iowa ("Customer") with its principal place of business at 112 S 3rd Street, Polk City, IA 50226is made effective as of 12/12/2024 ("Effective Date").

1. ONLINE SOLUTIONS DELIVERY OF SERVICES:

Citizenserve grants to Customer a non-exclusive, non-transferable, limited subscription to access and use the Citizenserve software service in consideration of the fees and terms described in the Citizenserve Order Form.

The subscription will begin on the date specified in the order form which is the date Citizenserve will begin providing services. On this date Citizenserve's responsibilities begin regarding providing support services, infrastructure, backing up data, performing setup and configuration. Implementation and "go live" timelines vary based on the availability and responsiveness of Customer's personnel and on the Customer's priorities and objectives. Citizenserve and Customer agree that they will work collectively, as described in the Citizenserve Statement of Work, on a best-efforts basis to achieve a satisfactory migration from legacy systems and to achieve the Customers implementation objectives.

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited subscription to use the Software Service and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the software, service and related documentation, all of which title and rights shall remain with Citizenserve. In addition, Customer agrees that this subscription is limited to applications for its own use and may not lease or rent the Service nor offer its use for others. All Customer data is owned by the Customer.

3. SERVICE LEVELS:

Citizenserve will use commercially reasonable efforts to backup and keep the Service and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. CITIZENSERVE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

4. TERMINATION:

Either party may terminate this agreement for cause if the terminating party gives the other party sixty (60) day's written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in the Citizenserve Order Form, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due. Citizenserve may terminate services if payments are not received by Citizenserve as specified in the Citizenserve Order Form.

Upon any termination, Citizenserve will discontinue Services under this agreement; Citizenserve will provide Customer with an electronic copy of all of Customer's data, if requested; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

5. NO THIRD PARTY RIGHTS

The provisions of this agreement are intended to bind the undersigned parties as to each other and are not intended to and do not create rights in any other person or confer upon any other person any benefits, rights or remedies, and no person is or is intended to be a third party beneficiary of any of the provisions of this agreement.

6. ACCEPTABLE USE:

Customer represents and warrants that the Services will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures.

Citizenserve may, upon misuse of the Services, request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

7. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party’s proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Services contain valuable trade secrets, which are the sole property of Citizenseve, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Services. Citizenseve will use reasonable efforts to insure that any Citizenseve contractors maintain the confidentiality of proprietary materials and information.

8. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Iowa.

Citizenseve may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

9. ACCEPTANCE:

Authorized representatives of Customer and Citizenseve have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: **“Customer”**

Online Solutions, LLC

Date: _____

Date: _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

CITIZENSERVE STATEMENT OF WORK

This Statement of Work (SOW) defines the services and deliverables that Citizenserve provide Customer. All services will be conducted remotely.

Implementation Scope

Citizenserve will use an agile methodology to engage in the implementation phases.

Completion of the Setup Checklist. The Citizenserve account manager will provide a Setup Checklist of supporting documentation that will be required to begin the setup. The supporting documentation typically includes items like copies of permit and license applications, fee structures, notices, and forms, etc. Customer team will work to gather all the documentation and information included in the Setup Checklist.

Project Kickoff. The project kickoff meeting includes the key Customer and Citizenserve team members. The Citizenserve project manager will work with the Customer's project manager to develop the agenda and PowerPoint presentation for the kickoff meeting. Key components of the project will be discussed including roles, responsibilities, timeline, and objectives. The Citizenserve project manager will provide a report summarizing the meeting and assigning action items.

System Walkthroughs. A weekly meeting will be scheduled with the customer team and the engagement manager. The Citizenserve engagement manager will familiarize the Customer's team members on citizenserve at the beginning of the walkthroughs to enable the team to make informed decisions on configurations and workflows. During the walkthrough meetings, the team will review each area of the system and make a list of changes or additions. In the days before the next meeting, the Customer team will get "hands on" with citizenserve, trying out the new configurations, running new reports, and identifying any needed changes. The walkthroughs and the hands-on practice make up an iterative process that allows Customer to clarify or improve upon existing processes and configure Citizenserve to support those processes.

The weekly walkthroughs are held with customer staff who are familiar with the Customer's business processes and associated requirements for configurations, workflows, and reporting. It is critical that the staff who attend the meetings have the knowledge and experience required to provide accurate requirements; we therefore will not conduct the walkthroughs with a surrogate such as a consultant or contractor. If the Customer's subject matter expert staff are not available, we will postpone the walkthroughs until the staff members have availability to attend the meetings and complete assignments before the next meeting.

Data Conversion. Citizenserve staff will perform the data conversion by module/function. Once the setup for a module is nearly complete and the Customer has delivered to Citizenserve the data to be converted, Citizenserve will begin creating programs to convert and import the related Customer data. This process cannot take place until all custom fields for the module that are related to a legacy system have been identified and configured in Citizenserve.

The Customer's team members will review and test the converted data and provide written feedback on any errors or required changes; updates will be made to the conversion script as needed. It is **critical** that the Customer's team put in the time and effort to thoroughly review the data conversion and identify any issues before go live so that corrections can be made to the conversion script. The data conversion import can be modified and run as many times as needed prior to go live to ensure the accuracy of imported data during this phase.

Integration. The requirements for the configurations of the integrations will be gathered during the weekly walkthroughs. The Citizenserve system architect will develop the scripts for the integration points on the Citizenserve side (development of code to export data from or accept data into Citizenserve); if an API is not available, the Customer's technical resources will be responsible for developing the code to export data to Citizenserve or accept data from Citizenserve. The Customer's team will test the data exchanged between Citizenserve and the external systems and will provide feedback on needed changes.

Training. Prior to go live, staff members will be trained online in small groups. Training will be conducted via web conferencing in small groups. The web conferences used for training can be recorded and edited for later viewing. Each training session will focus on a specific group's core job responsibilities. Most users will attend one or two training sessions that last up to four hours; additional one-on-one training sessions can be scheduled as needed.

Go Live. Final data will be provided on a Friday afternoon. Over the weekend all test data will be removed from the system and the legacy data will be converted.

Ongoing Support. The weekly walkthrough meetings will continue for 2-4 weeks after go live to identify any issues or changes needed.

After go live, users can request support for any needs or questions through the Citizenserve support center. Response time to a support request is within 4 hours; urgent requests receive a response within an hour.



Order Form

Account Name: City of Polk City, Iowa

Contact Information:

Jenny Coffin, IACMC
City Clerk/City Treasurer
City of Polk City
112 S 3rd Street
Polk City, IA 50226
Email: jcoffin@polkcityia.gov
Phone: 515-984-6233

Contract Term:

Billing Cycle: Annual
Billing Schedule:
12/12/2023: \$9,000.00
07/01/2024: \$20,000.00
Service Term Starts: 12/12/2023
Service Term Ends: 12/11/2024

Components to be Implemented:

Building Permits
Code Enforcement
Citizen Access Pages

Fees:

5 User Annual Subscriptions	\$2,700 per named user per year	\$13,500.00
Setup, Training, and Implementation	\$1,500 per named user	\$7,500.00
Data Migration	Not Requested	
System Integration	Polk County ESRI ArcGIS	\$8,000.00
	Payment processors listed in Appendix A	\$0.00
Total Fees		\$29,000.00

I authorize Online Solutions, LLC to invoice as per the above information.

Online Solutions:

Customer:

Authorized Signature

Authorized Signature

Print or Type Name of Signatory

Print or Type Name of Signatory

Execution Date

Execution Date

Address:
1101 E. Warner Road
Suite 160
Tempe, AZ 85284

Address:
City of Polk City
112 S 3rd Street
Polk City, IA 50226





Order Form

Appendix A – Citizenserve existing payment processors

ACI Universal Official Payments

Authorize.Net

Authorize.Net v2

Hancock Whitney Transactis BIQ SHO Version 7.0

Bluefin PayConex

CityHall payment

Civitek - <https://www.myfloridacounty.com/myflc-pay/>

Civitekpaynow - <https://www.myfloridacounty.com/myflc-pay/>

ConnexPoint

Cybersource V2.0

Elavon (Convergys gateway)

EGOV Payment Gateway

ETS

Express-Pay

Forte

Government Window

GovPayNet

Heartland

Invoicecloud

JETPAY Magic

Municipay - <https://demo.municipay.com/payapp/public/WSRequest.html?>

NCR MAGIC

OpenEdge HostPay (Global Payments)

Paya Connect

Paybill

PayExpressPay

Paymentus

Paypal

Paypal Payflow

PlugNPay (for customer outside the US only)

Point & Pay v3.2.8

PPG (Philadelphia Pay)

PSN

SC.Gov CCP, v2, v3

Unibank RTI v2.0

VPS Value Payment Systems v1.0

Xpressbillpay v2, v3

Integration with payment processor not on this list will incur a onetime integration charge



Date November 30, 2023

To: Chelsea Huisman
 City of Polk City
 P.O. Box 426
 Polk City, IA 50226-0426

INVOICE SUMMARY - OCTOBER SERVICES

GENERAL ENGINEERING

<u>Meetings</u>	123.0001.01	\$	566.50
<i>Council and P&Z Meetings, City staff meetings, and meetings with developers and developer's engineers.</i>			
<u>Development and Building:</u>	123.0001.01	\$	1,339.00
<i>Coordination with developers, engineers, building inspector, and staff regarding private development projects and and building permits.</i>			
<u>Water Dept:</u>	123.0001.01	\$	515.00
<i>Respond to questions re: easements, cost sharing for water main in 2-mile area, Record Drawings to developer, and misc water issues.</i>			
<u>Sanitary Sewers:</u>	123.0001.01	\$	360.50
<i>Respond to questions re: sanitary sewer hookup fees, potential connection fee Ordinance for NE Trunk sewer, and misc. issues.</i>			
<u>Storm Sewers:</u>	123.0001.01	\$	-
-			
<u>Street Dept.</u>	123.0001.01	\$	1,339.00
<i>Review ROW permits, field review vision triangle, cost opinions for CIP update, and misc. street and ROW issues.</i>			
<u>General:</u>	123.0001.01	\$	978.50
<i>Coordination with City staff and City Attorney re: agendas, minutes, resolutions, ordinances, and miscellaneous issues.</i>			
<u>GIS</u>	123.0001.01	\$	51.50
<i>Update Zoning Map for recent annexations and rezonings.</i>			

SUBTOTAL	\$ 5,150.00
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CAPITAL IMPROVEMENT PROJECTS / WORK ORDERS

2024 Street Repairs Project	123.0771.01	\$	1,650.00
High Trestle Trail to Neal Smith Trail - Phase 1	123.0674.01	\$	20,885.00
High Trestle Trail to Neal Smith Trail - Phase 1 Archaeological	123.0001.01K	\$	2,288.50
High Trestle Trail to Neal Smith Trail - Phase 2	123.0333.01	\$	4,875.00
High Trestle Trail to Neal Smith Trail - Phase 4	123.0332.01	\$	1,925.00
High Trestle Trail to Neal Smith Trail Connector - Phase 6 & 7	123.0770.01	\$	2,885.00
Whitetail Parkway Corridor Study	123.0675.01	\$	750.00
SUBTOTAL			\$ 35,258.50

REIMBURSABLE DEVELOPMENT REVIEW PROJECTS

Antler Ridge Plat 1: Construction Phase Services - Trunk Sewer	122.0178.01	\$	15,592.50
Big Creek Ridge Plat 1: Preliminary Plat	123.0787.01	\$	3,547.50
Home State Bank: Site Plan Amendment	122.0358.01	\$	959.00
Leonard Senior Living Site Plan: final plat review	123.0287.01	\$	690.00
Lincoln Township (Elwell) Plat of Survey	123.1030.01	\$	959.00
Monarch Crossing Plat 1: Construction Drawings review	123.1076.01	\$	2,055.00
SUBTOTAL			\$ 23,803.00

TOTAL	\$ 64,211.50
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