

# **AGENDA**

Board of Trustees
Central Iowa Water Works
September 24, 2025
Mid-American Energy Rec Plex, Community Room A
3:00 p.m.

Please join our meeting from your computer, tablet or smartphone.

Join Zoom Meeting

Meeting ID: 810 4233 4898

Passcode: 633509 United States: +1 (309) 205-3325

**Item 1: Call to Order** 

Item 2: Roll Call

Item 3: Approving Agenda, as presented or amended.

Item 4: Public Comment (Please state name, address, and limit comments to five minutes)

#### **Item 5: Public Hearings and Related Resolutions**

- A. Public Hearing Disposal of an Interest in Real Property to MidAmerican Energy Company for an Electric Easement
- B. Resolution Disposal of an Interest in Real Property to MidAmerican Energy Company for an Electric Easement
- C. Public Hearing Plans and Specifications, Form of Contract, and Estimate of Cost for the Central Iowa Water Works (CIWW) Saylorville Water Treatment Plant (SWTP) Hickman Road Feeder Main
- D. Resolution Holding Public Hearing of the Central Iowa Water Works Board of Trustees to Approve the Plans and Specifications, Form of Contract, and Estimate of Cost for the

Central Iowa Water Works (CIWW) Saylorville Water Treatment Plant (SWTP) Hickman Road Feeder Main

# Item 6: Consent Agenda (Note: These are routine items and will be enacted with one vote without separate discussion unless someone, Board or Public, requests an item to be removed and considered separately)

- A. Motion Approve the Minutes from August 27, 2025, CIWW Board Meeting as published, subject to correction, as recommended by the Board Clerk
- B. Motion Receive and File Final Minutes from August 13, 2025, Technical Committee Meeting
- C. Motion Receive Draft Minutes from September 10, 2025, Technical Committee Meeting
- D. Motion Receive and File Final Minutes from August 21, 2025, Finance and Audit Meeting
- E. Motion Receive and File Final Minutes from August 18, 2025, Executive Committee Meeting
- F. Motion Receive and File August Financial Summary and Approve August Expenditures
- G. Motion Receive and File CIWW August 2025 Revenue and Usage Summary
- H. Motion Receive and File Project Update and Capital Expenditure Reimbursement Report

#### **Item 7: Board Action Items**

- A. Motion Change location of CIWW Board of Trustees meetings to 3 Fountains Edgewater Building, 4200 University Avenue, Suite 134, West Des Moines, IA 50266
- B. Motion Fixing a Date, Time and Place for a Hearing on Disposal of an Interest in Real Property to Verizon for the Cell Tower 98<sup>th</sup> Street Lease Agreement
- C. Motion Authorizing Executive Director to sign AE2S Task Order 2025-1 for General Engineering and Program Management Services in the amount of \$101,500
- D. Motion Award the CIWW SWTP Hickman Road Feeder Main contract to On Track Construction, LLC., in the amount of \$5,039,045 and authorize the Chairperson and Executive Director to execute the contract.

#### **Item 8: Information Items**

- A. Executive Director Comments
  - 1. Board Training Update
  - 2. Capacity Allocation Request Update
  - 3. After-Action Review Update
- B. Contract Operator Updates

#### C. Board Committee Reports

- 1. Executive Committee
  - a. Draft Legislative Priorities
- 2. Technical Committee
  - a. Rescheduling October meeting due to Iowa Section AWWA Conference
- 3. Finance and Audit Committee
  - a. 2026 Budget Discussion
  - b. Treasurer Agreement
- 4. Water Usage Best Practices Committee

#### **Item 9: Other Business**

A. Appoint Nominating Committee

# **Item 10: Closed Session**

A. Closed Session – Purpose of the closed session is to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for the property, as permitted by Iowa Code Section 21.5(1)(j).

#### Adjournment

Upcoming CIWW Activities				
<u>Date</u>	<u>Time</u>	<u>Location</u>	Meeting	
TBD	TBD	DMWW Board Room	Technical Committee	
October 13, 2025	2:30 p.m.	Central Iowa Water Works	Executive Committee	
October 16, 2025	8:00 a.m.	Central Iowa Water Works	Finance & Audit Committee	
October 22, 2025	3:00 p.m.	TBD	Board of Trustees	



# CENTRAL IOWA WATER WORKS BOARD OF TRUSTEES ACTION ITEM FORM

**Meeting Date: September 24, 2025** 

ITEM NUMBER: 5A and 5B

**SUBJECT:** 5A. Public Hearing – Disposal of an Interest in Real Property to MidAmerican Energy Company for an Electric Easement

5B. Resolution – Holding Public Hearing of the Central Iowa Water Works Board of Trustees to Consider the Disposal of an Interest in Real Property in Lot 3, West Des Moines Water Works Plat 1, West Des Moines, IA to MidAmerican Energy Company at no Cost

#### **SUMMARY:**

The CIWW Board of Trustees is required to have a Public Hearing for the disposal of an interest in real property.

The disposal of interest in real property is to grant an electric easement for MidAmerican Energy Company to support the West Des Moines Water Works Distribution Shop Project.

#### FINANCIAL IMPACT:

None

#### RECOMMENDED ACTION BY THE BOARD OF TRUSTEES:

Approve a Resolution Holding Public Hearing of the Central Iowa Water Works Board of Trustees to Consider the Disposal of an Interest in Real Property in Lot 3, West Des Moines Water Works Plat 1, West Des Moines, IA to MidAmerican Energy Company at no Cost.

Prepared by: 1000 Malser

# RESOLUTION NO.\_\_\_\_

RESOLUTION HOLDING PUBLIC HEARING OF THE CENTRAL IOWA WATER WORKS BOARD OF TRUSTEES TO CONSIDER THE DISPOSAL OF AN INTEREST IN REAL PROPERTY IN LOT 3, WEST DES MOINES WATER WORKS PLAT 1, WEST DES MOINES, IA TO MIDAMERICAN ENERGY COMPANY AT NO COST

WHEREAS, the MidAmerican Energy Company has requested the Central Iowa Water Works Board of Trustees ("CIWW") consider the conveyance of an electric easement interest to MidAmerican Energy Company, at no cost for the public purpose of the construction of the West Des Moines Water Works Distribution Shop Project; and

**WHEREAS**, the disposal of an interest in real property to be conveyed is located Lot 3, West Des Moines Water Works Plat 1, West Des Moines, IA; and

WHEREAS, CIWW staff have reviewed the request and recommend approval on the basis this interest is necessary to support the West Des Moines Water Works Distribution Shop Project; and

WHEREAS, on August 27, 2025, it was duly resolved by CIWW that said proposal be set for hearing at MidAmerican Energy RecPlex, 6500 Grand Ave, West Des Moines, IA 50266, Community Room A at 3 o'clock p.m. on September 24, 2025; and

**WHEREAS**, in accordance with CIWW direction, those interested in said proposal, both for and against, have been given an opportunity to be heard with respect thereto and have presented their views to CIWW.

#### **NOW THEREFORE, BE IT RESOLVED**, by CIWW as follows:

- 1. Upon due consideration of the facts and statements of interested persons, any and all objections to said proposal are hereby overruled and the hearing is closed.
- 2. The proposed conveyance of an electric easement interest in real property to MidAmerican Energy Company for the MidAmerican Energy Company Electric Easement, at no cost for the public purpose of the construction of the West Des Moines Water Works Distribution Shop Project is hereby approved.
- 3. There will be no proceeds associated with this conveyance.

PASSED AND APPROVED this 24 day of September 2025.

	Jody E. Smith, Board Chair
Attest:	
Diane Munns, Board Secretary	

Prepared by and return to: Jenny Stevens 515-252-6731
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306

# MIDAMERICAN ENERGY COMPANY ELECTRIC EASEMENT

Folder No. Work Req. No. Project No.	128799 4871074 CPKBBL1000000266	State of County of Section Township Range	POLK 10 78 25	North West of the 5 <sup>th</sup> P.M.
of	American Energy Company Electric East, 2025, by and between CENTRA ted under Chapter 28E and Chapter 28F of State on April 11, 2024 filing number ASTRUSTEES OF THE CITY OF WEST ant to Chapter 388 of the Code of Iowa (CAN ENERGY COMPANY, an Iowa Corred to at times as "Party", or collectively	AL IOWA WATE F, Code of Iowa, M516883 (individ DES MOINES, I (individually "WD rporation, its suc	R WOR under ag ually "Cl OWA, a MWW")	KS, a political greement filed with the WW") and BOARD OF municipal utility (collectively "Grantor"),

#### **RECITALS**

WHEREAS, CIWW is the owner of the property legally described as:

Lot 3, West Des Moines Water Works Plat 1, an official plat now included in and forming a part of the City of West Des Moines, Polk County, Iowa, (the "Property")

WHEREAS, WDMWW has a reversionary interest in the Property;

WHEREAS, Grantor desires to grant to Grantee an electric easement to be located on a portion of the Property and Grantee desires to accept the easement on the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Electric Easement. Grantor does hereby establish, give, grant, and convey to Grantee a perpetual, non-exclusive easement under, upon, through and across the Easement Area, described on Exhibit △ attached hereto, to construct, attach, reconstruct, operate, maintain, inspect, replace or remove electric supply line(s) for the transmission and distribution of electric energy and for communication and electrical controls, including other reasonably necessary poles, wires, conduit, duct, transformers, switching equipment, measurement and monitoring equipment, guys, guy stubs, anchors, ground rods, and further including other reasonably necessary equipment incident thereto (collectively)

- "Facilities"), together with the right to survey the Property and the right of ingress and egress to and from same and all the rights and privileges incident and necessary to the enjoyment of this Easement. Additionally, if Grantor provides or installs duct or conduit for said Facilities, this grant shall cover and include all Facilities installed as a part of the Easement Area.
- 2. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor shall not construct or place any permanent or temporary buildings, pavement, hardscape, structures, fences, trees, plants or other objects on or within the Easement Area that will result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its Facilities, nor shall Grantor cause or permit any obstruction or material to be placed on or within the Easement Area that would interfere with Grantee's rights to operate and maintain its Facilities without prior written permission from Grantee. No brush, vegetation or other flammable materials shall be deposited, placed, accumulated, or burned within the Easement Area. Subject to the rights of Grantee granted in this Easement, Grantor shall have the right to cultivate, use, and occupy the Property.
- 3. Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without prior written consent from Grantee, nor shall Grantor place or install any rocking, paving or other hardscape materials in the Easement Area without prior written consent from Grantee. Grantee shall have the right to restore any changes in grade, elevation or contour without prior written consent of Grantor.
- 4. **Violations by Grantor.** In the event Grantor, its successors, assigns, contractors, employees, or agents violates Section 2 or 3 above or otherwise commits an intentional or negligent act, which results in damage to Grantee's Facilities or the Easement Area, Grantor shall be solely responsible for all costs associated with the repair, reconstruction, replacement, and/or work to the Easement Area and Grantee's Facilities.
- 5. Right of Access and Removal. Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto. Grantee shall have the right to remove, trim, spray, or cut down any unauthorized fences, hardscape, structures, trees, shrubs, branches, saplings, brush, vegetation, or other obstructions within, upon, across, along, adjacent to and overhanging the Easement Area that may interfere with the proper construction, maintenance, operation or removal of Grantee's Facilities.
- 6. Property to be Restored. Grantee shall repair or pay for any damage which may be caused to crops, fences, or other property, real or personal of the Grantor by Grantee's construction, reconstruction, maintenance, operation, replacement or removal of Grantee's Facilities (except for damage to property placed subsequent to the granting of this easement). For any such repairs required to be made by Grantee hereunder, Grantee agrees to repair such damaged property to the condition of such property existing immediately before being damaged. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area is expected and not considered damage to the Grantor.
- 7. Easement Runs with the Land. This Easement shall be deemed perpetual and to run with the land. All provisions of this Easement, including benefits and burdens, shall run with the Property and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties hereto.
- 8. **Grantor Certification.** Grantor and Grantee each certify that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. To the extent permitted by law, Grantor and Grantee hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

- 9. Severability, Choice of Law and Waiver. Each of the provisions of this Easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter or dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts or law provisions.
- 10. Dower, Homestead, and Distributive Share. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the Easement Area and waives all rights of exemption as to any of the Easement Area. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, Grantor voluntarily gives up any right to this protection for the Easement Area with respect to claims based upon this Easement.
- 11. **IRS W-9 Form.** Prior to any payments referenced herein being made, Grantor is required to submit a fully executed IRS W-9 form to Grantee. Grantor's failure to submit a fully executed IRS W-9 form shall not impact any other provisions or obligations under this Easement.
- 12. **Authority.** Subject to the reversionary interest of WDMWW, as described in the Chapter 28E and Chapter 28F, Code of Iowa, agreement filed with the Iowa Secretary of State on April 11, 2024, filing number M516883, Grantor warrants to Grantee that Grantor has good and lawful authority to grant the rights provided in this Easement. Notwithstanding the foregoing, the reversionary interest of WDMWW shall in no way impact the validity and rights granted pursuant to this Easement.
- 13. Headings and Captions. The titles or captions of sections and paragraphs in this Easement are provided for convenience of reference only and shall not be considered a part hereof for purposes for interpreting or applying this Easement, and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Easement or any of its terms or conditions.
- 14. **Counterparts.** This Easement may be executed in two (2) or more counterparts, each of which shall be deemed an original for all purposes and all of which together shall constitute one and the same instrument.
- 15. **Entire Agreement.** It is mutually understood and agreed that this Easement covers all of the agreements and stipulations between the parties and that no representations or statements, oral or written, have been made modifying or changing the terms hereof.

Signature Page Follows

# **IN WITNESS WHEREOF**, this Easement is executed as of the date first above written.

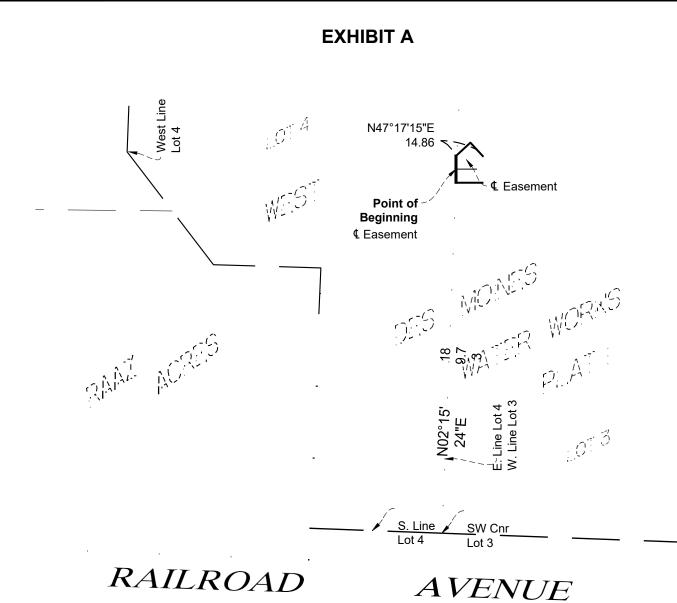
Dated thisday of	, 2025
ACCEPTANCE BY GRANTEE	
The undersigned hereby accepts erms set forth above.	this Underground Electric Easement and agrees to be bound by th
MIDAMERICAN ENERGY COM	ANY
Зу:	Please Print: Jason Ewers
Title: Vice President, Electric Di	<u>stribution</u>
STATE OF IOWA )	
) ss. COUNTY OF POLK)	
	ed before me on, 2025, by Jason Ewers as on of MidAmerican Energy Company.
	Signature of Notary Public

# **CENTRAL IOWA WATER WORKS**

Bv:			
,	Jody E. Smith, Chairperson		
Ву:			
	Diane Munns, Secretary		
STAT	E OF IOWA, COUNTY OF POLK, ss.		
appea that th procul as cor that th	day of, 2025, before me, a gred Jody E. Smith and Diane Munns, to me personal ney are the Chairperson and Secretary of the CENT red by the entity; that the attached instrument was so that in the resolution adopted by the Board on the ney acknowledge the execution of the instrument to be ER WORKS, by it and by them voluntarily executed.	ally known, and who, being by me duly sw RAL IOWA WATER WORKS, that no se igned on behalf of the entity by authority e day of,	orn, did say al has been of its Board, 2025, and
	Notary P	ublic in and for the State of Iowa	

# 

INDEX LEGEND				
CITY: WEST DES MOINES				
COUNTY: POLK				
SECTION: 10				
TOWNSHIP: 78				
RANGE: 25				
PROPRIETOR: MIDAMERICAN ENERGY COMPANY				
PLAT PREPARED FOR: CENTRAL IOWA WATER WORKS				
PLAT PREPARED BY: DANIEL L. STUEBER				
COMPANY NAME: ISG				
OFFICE ADDRESS: 217 E 2ND ST #10, DES MOINES, IA 50309				
PHONE: 515-243-9143				



#### **ELECTRIC EASEMENT DESCRIPTION:**

A 10.00 foot wide electric easement over, under and across that part of Lot 3, West Des Moines Water Works Plat 1, an official plat now included in and forming a part of the City of West Des Moines, Polk County, Iowa, the centerline of said easement is described as follows:

Commencing at the southwest corner of said Lot 3, thence North 2 degrees 15 minutes 24 seconds East (assumed bearing) on the west line of said Lot 3, a distance of 189.73 feet to the point of beginning of the centerline to be described; thence North 47 degrees 17 minutes 15 seconds East, 14.86 feet and there terminating.

The sidelines of said easement are to be extended or shortened to intersect with the west line of said Lot 3.

# NOTES:

- 1. The orientation of this bearing system is based upon West Des Moines Water Works Plat 1.
- 2. This survey does not purport to show all easements or encumbrances that affect the described property.
- 3. No title documentation was provided to aid in the preparation of this survey.
- 4. Easement Area = 149 sq. ft.



I hereby certify that this land surveying document was prepared by me and the related survey work was performed by me or under my direct personal supervision and that I am a day licer and Land Surveyor under the laws of the State of I was.



DANIEL L. STUEBER License Number #19880 Date: 7/21/2025

Sheet 1 OF urveyed by: DLS urvey Date

CALE IN FEET



# CENTRAL IOWA WATER WORKS BOARD OF TRUSTEES ACTION ITEM FORM

Meeting Date: September 24, 2025

ITEM NUMBER: 5C and 5D

**SUBJECT:** 5C. Public Hearing – on the Plans and Specifications, Form of Contract, and Estimate of Cost for the Central Iowa Water Works (CIWW) Saylorville Water Treatment Plant (SWTP) Hickman Road Feeder Main

5D. Resolution – Holding Public Hearing of the Central Iowa Water Works Board of Trustees to Approve the Plans and Specifications, Form of Contract, and Estimate of Cost for the Central Iowa Water Works (CIWW) Saylorville Water Treatment Plant (SWTP) Hickman Road Feeder Main

#### **SUMMARY:**

The CIWW Board of Trustees is required to have a Public Hearing if the estimated total cost of a public improvement exceeds the competitive bid threshold in Iowa Code section 26.3, or as adjusted in Iowa Code section 314.1B, the governmental entity shall not enter into a contract for the public improvement until the governmental entity has held a public hearing and has approved the proposed plans, specifications, and form of contract, and estimated total cost of the public improvement according to Iowa Code Section 26.12.

This transmission project supports the 10 MGD expansion at the SWTP. The Hickman Road Feeder Main will connect existing feeder mains at Merle Hay Road and at 70th Street & Wilshire Boulevard, improving transmission capacity from the SWTP and the Tenny Standpipe to the western portions of the distribution system. The project includes approximately 5,000 linear feet of 24-inch ductile iron main, connections to existing 30-inch and 36-inch prestressed concrete cylinder pipe (PCCP) water mains, associated appurtenances, disinfection, pressure testing, and ancillary pavement, traffic control, utility relocations, and restoration.

The engineer's estimate was \$5,500,000.

Base Bid Total
\$5,039,045.00
\$5,695,000.00
\$5,981,234.50
\$6,818,641.75

#### FINANCIAL IMPACT:

Funding will be provided through an Iowa State Revolving Fund (SRF) Loan

#### **RECOMMENDED ACTION BY THE BOARD OF TRUSTEES:**

Approve a Resolution Holding Public Hearing of the Central Iowa Water Works Board of Trustees to Approve the Plans and Specifications, Form of Contract, and Estimate of Cost for the Central Iowa Water Works (CIWW) Saylorville Water Treatment Plant (SWTP) Hickman Road Feeder Main.

Prepared by: Madsy

# RESOLUTION HOLDING PUBLIC HEARING OF THE CENTRAL IOWA WATER WORKS BOARD OF TRUSTEES TO APPROVE THE PLANS AND SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE CENTRAL IOWA WATER WORKS (CIWW) SAYLORVILLE WATER TREATMENT PLANT (SWTP) HICKMAN ROAD FEEDER MAIN

WHEREAS, Iowa Code Section 26.12 specifies if the estimated total cost of a public improvement exceeds the competitive bid threshold in section 26.3, or as adjusted in section 314.1B, the governmental entity shall not enter into a contract for the public improvement until the governmental entity has held a public hearing and has approved the proposed plans, specifications, and form of contract, and estimated total cost of the public improvement; and

WHEREAS, Iowa Code Section 28E.18 specifies before proceeding to construct or purchase a facility as otherwise provided by law, a public agency shall inquire of other public agencies having facilities within the same general geographic area concerning the availability of all or part of those facilities for rent or sharing by agreement with the inquiring public agency; and

WHEREAS, Central Iowa Water Works ("CIWW") designated representatives have reviewed the plans and specifications, form of contract, and estimate of cost for the CIWW SWTP Hickman Road Feeder Main and recommend approval; and

WHEREAS, CIWW staff finds that the project reflects appropriate coordination of existing infrastructure and that there are no suitable facilities available for rent or sharing in lieu of the project; and

WHEREAS, on July 23, 2025, it was duly resolved by CIWW that said proposal be set for hearing at MidAmerican Energy RecPlex, 6500 Grand Ave, West Des Moines, IA 50266, Community Room A at 3 o'clock p.m. on September 24, 2025; and

**WHEREAS**, in accordance with CIWW direction, those interested in said proposal, both for and against, have been given an opportunity to be heard with respect thereto and have presented their views to CIWW.

# **NOW THEREFORE, BE IT RESOLVED**, by CIWW as follows:

- 1. Upon due consideration of the facts and statements of interested persons, any and all objections to said proposal are hereby overruled and the hearing is closed.
- 2. The proposed plans, specifications, and form of contract, and estimated total cost of the public improvement for the CIWW SWTP Hickman Road Feeder Main are hereby approved.
- 3. The project reflects appropriate coordination of existing infrastructure and that there are no suitable facilities available for rent or sharing in lieu of the project.

PASSED AND APPROVED this 24 day of September 2025.	
	Jody E. Smith, Board Chair
Attest:	

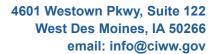
Diane Munns, Board Secretary





CIWW SWTP HICKMAN ROAD FEEDER MAIN







# **Minutes**

Board of Trustees
Central Iowa Water Works
August 27, 2025
Mid-American Energy Rec Plex, Community Room A
3:00 p.m.

Item 1: Chair Jody Smith called the meeting to order at 3:00 p.m.

Item 2: Roll Call

Trustees in Attendance
Mike Schrock, Ankeny
John Edwards, Clive
Diane Munns, Des Moines Water Works
Susan Huppert, Des Moines Water Works
Alex Pfaltzgraff, Grimes\*
Tom Cope, Johnston
George Meinecke, Norwalk
Chelsea Huisman, Polk City
John McCune, Urbandale Water Utility
Carol Butler Freeman, Warren Water District
Courtney Clarke, Waukee
Jody Smith, West Des Moines Water Works
Dan Lovett, Xenia

#### Others Present

Peter De Kock, Clive
Amy Kahler, Des Moines Water Works
Ted Corrigan, Des Moines Water Works
Neil Weiss, Urbandale Water Utility
Scott Brennan, West Des Moines Water Works
Royce Hammitt, Xenia
Tami Madsen, Central Iowa Water Works
Dustin Delvaux, Central Iowa Water Works
Jamie Buelt, En Q Strategies
Dustin Schultz, AE2S

Shawn Gaddie, AE2S
Matt Stoffel, PFM
Kyle Danley, Des Moines Water Works
Melissa Walker, Des Moines Water Works
Susie Carpenter, Black & Veatch
Michael Heckle, KCCI\*
Christina Murphy, West Des Moines Water Works\*
Lindsey Wanderscheid, Des Moines Water Works\*
Lyle Hammes, West Des Moines Water Works\*

# Item 3: Approving Agenda, as presented or amended.

John Edwards moved to approve the agenda as presented; John McCune seconded. The motion was adopted by unanimous voice vote.

# Item 4: Public Comment (Please state name, address, and limit comments to five minutes)

There were no public comments.

#### **Item 5: Public Hearings and Related Resolutions**

A. Courtney Clarke moved to set 3:00 p.m. on Wednesday, September 24, 2025, at the Mid-American Energy Rec Plex, Community Room A for a Hearing on the Disposal of an Interest in Real Property to MidAmerican Energy Company for an Electric Easement; Chelsea Huisman seconded. Approved by unanimous voice vote.

# Item 6: Consent Agenda (Note: These are routine items and will be enacted with one vote without separate discussion unless someone, Board or Public, requests an item to be removed and considered separately)

John Edwards moved to approve the following consent agenda; seconded by Tom Cope. The motion to approve all such consent agenda items was adopted by unanimous voice vote.

- A. Motion Approve the Minutes from July 23, 2025, CIWW Board Meeting as published, subject to correction, as recommended by the Board Clerk
- B. Motion Receive and File Final Minutes from June 24, 2025, Technical Committee Meeting
- C. Motion Receive and File Final Minutes from June 25, 2025, Technical Committee Meeting
- D. Motion Receive and File Final Minutes from June 26, 2025, Technical Committee Meeting
- E. Motion Receive and File Final Minutes from July 7, 2025, Technical Committee Meeting

<sup>\*</sup>Attended remotely

- F. Motion Receive and File Final Minutes from July 9, 2025, Technical Committee Meeting
- G. Motion Receive and File Final Minutes from July 18, 2025, Technical Committee Meeting
- H. Motion Receive and File Final Minutes from July 29, 2025, Technical Committee Meeting
- I. Motion Receive and File Final Minutes from August 6, 2025, Technical Committee Meeting
- J. Motion Receive Draft Minutes from August 13, 2025, Technical Committee Meeting
- K. Motion Receive and File Final Minutes from July 10, 2025, Finance and Audit Meeting
- L. Motion Receive and File Final Minutes from August 4, 2025, Executive Committee Meeting
- M. Motion Receive and File July Financial Summary and Approve July Expenditures
- N. Motion Receive and File CIWW July 2025 Revenue and Usage Summary
- O. Motion Receive and File Project Update and Capital Expenditure Reimbursement Report

#### **Item 7: Board Action Items**

- A. Courtney Clarke moved to approve the Authorization to Solicit Bids for Procurement of Membrane Filtration (MF), Ultrafiltration (UF), and Reverse Osmosis (RO) Equipment for the Saylorville Water Treatment Plant (SWTP) 10 MGD Expansion; seconded by Mike Schrock. The motion was adopted by unanimous voice vote.
- B. Tom Cope moved to Award the Grimes Plant Expansion Engineering Design Services to Black & Veatch contingent on successful negotiation of scope and fee; seconded by John McCune. The motion was adopted by unanimous voice vote.

#### **Item 8: Information Items**

#### A. Executive Director Comments

Amy Kahler presented an update and information on source water quality.

Tami Madsen reported to the board that a survey was emailed out to stakeholders as the initial step in gaining feedback concerning the implementation of the Water Shortage Plan. The after-action review process allows Central Iowa Water Works to enhance the implementation and management of potential similar future events by gaining various perspectives.

Following presentation by Tami Madsen, Mike Schrock moved to receive and file the report of satisfactory cure of default; seconded by Courtney Clarke. The motion was adopted by unanimous voice vote.

Tami Madsen advised the board that recent Iowa legislation passed requiring newly elected officials or reelected officials to complete training over open record request laws. She will send the information to the trustees for their review.

Tami Madsen advised the board that Des Moines Water Works (DMWW) has completed the calculations for Schedule IV-11 from the 28E. This was cash collected through water rates for capital projects that were incomplete as of January 1, 2025. These projects have been transferred to CIWW's CIP. DMWW remitted a \$5,000,000 payment to CIWW in early 2025; the remaining \$7,333,226 will be transferred to CIWW in September.

Tami Madsen informed the board that they have received initial capacity requests for the upcoming expansions from all the member agencies. There is currently about 15 MGD of availability through these expansions but the minimum requested capacity is around 19-20 MGD. CIWW has asked for additional information from each of the member agencies to better understand what data they are using in calculating their future water demands.

#### B. Contract Operator Updates

Amy Kahler advised that DMWW has seen a slight uptick in usage, but it is still relatively low for summer. All water sources currently have nitrate levels below 10 mg/L.

Christina Murphy advised West Des Moines Water Works has also seen a slight uptick in demand. They have also received their first disbursement from the 3M PFAs settlement.

#### C. Board Committee Reports

#### 1. Executive Committee

a. Susan Huppert made a motion Authorizing Executive Committee to select and engage a firm to provide legislative support to Central Iowa Water Works; seconded by John Edwards. The motion was adopted by unanimous voice vote.

Jody Smith reported that the executive committee discussed the need for the trustees and alternates to meet and consider communications strategies and priorities from a regional perspective. This would provide an opportunity for all twelve member agencies to provide feedback and allow CIWW to create a unified communications plan.

Courtney Clarke made a motion to Convene Trustees and Alternates to discuss communications strategies and priorities for Executive Committee to prepare a draft communications plan for subsequent presentation to the Board of Trustees; seconded by Tom Cope. The motion was adopted by unanimous voice vote.

Chelsea Huisman exited the meeting at 3:51 p.m.

#### 2. Technical Committee

Kyle Danley reported on the highlights of the Technical Committee meetings that have occurred since the last board meeting.

#### 3. Finance and Audit Committee

Matt Stoffel provided a brief update of the 2026 Budget to the board. He emphasized that CIWW and the producing entities were able to keep their operating budgets under the amount budgeted for year 2, which means the rates should remain relatively

stable. He advised that the rates in years 5-10 could be higher than originally predicted depending on the amount of debt CIWW takes on in 2025 and 2026.

George Meinecke advised the board that the current treasurer role is being filled in the interim by Amy Kahler of DMWW. The Finance and Audit Committee, alongside the Executive Committee, would like to offer the opportunity for all agencies to consider if this role would be a good fit for their staff. Amy has stated she is willing to continue serving in that role if that is what the board would like. This topic will be revisited at the September CIWW Board of Trustees after all the member agencies have had the chance to consider the opportunity.

George Meinecke stated that the Finance & Audit Committee has a recommendation to create a blended rate price for the West Plant and Grimes Expansions. With these two expansions being developed and built so closely together and at different prices, to maintain equality amongst the member agencies, it makes the most sense to average the costs of both expansions and create one blended rate.

Courtney Clarke made a motion to approve the Finance & Audit Committee recommendation to use a blended rate pricing for the West Plant and Grimes Expansions; seconded by Susan Huppert. The motion was adopted by unanimous voice vote.

#### 4. Water Usage Best Practices Committee

Diane Munns reported that the Water Usage Best Practices Committee has met with an irrigation company, PhD Professors from Iowa State, and is working to meet with a large property management company to learn more about turf and irrigation practices. The committee is pursuing a grant opportunity provided by Google which can be for amounts between \$250k and \$3 million.

#### **Item 9: Other Business**

Tami Madsen advised the board that CIWW has moved to their new address. Several committee meetings have moved locations to the new space and there is opportunity for the board meeting to be moved as well.

Tami Madsen presented a draft handout she has been working on with AE2S that shows CIWW's assets as well as a timeline of water infrastructure investments beginning in 1992 and going through the present and into 2045 with the planned additions.

# Adjournment

Chair Smith adjourned the meeting at 4:25 p.m.

Upcoming CIWW Activities				
<u>Date</u>	<u>Time</u>	<u>Location</u>	Meeting	
September 10, 2025	1:00 p.m.	DMWW Board Room	Technical Committee	
September 15, 2025	2:30 p.m.	Central Iowa Water Works	Executive Committee	

September 18, 2025	8:00 a.m.	Central Iowa Water Works	Finance & Audit Committee
September 24, 2025	3:00 p.m.	Mid-American Rec Plex Community Room A	Board of Trustees







# **Minutes**

Technical Committee
Central Iowa Water Works
August 13, 2025
3 Fountains Edgewater Training Center
4200 University Ave, Suite 134
West Des Moines, Iowa 50266
1:00 p.m.

Present: Don Clark (Ankeny), Jeff May (Clive), Kyle Danley (DMWW), Matt Greiner (Johnston), Kevin Hensley (Grimes), Wayne Schwartz (Norwalk), Randy Franzen (Polk City), Neil Weiss (Urbandale Water Utility), Andy Fish (Warren Water District), Christina Murphy (WDMWW), Royce Hammitt (Xenia), Dustin Delvaux (CIWW), Tami Madsen (CIWW), Daria Dilparic (WDMWW), Shawn Buckner (Ankeny), Lindsey Wanderscheid (DMWW), Matthew Jacob (Urbandale Water Utility), Lyle Hammes (WDMWW), Dustin Schultz (AE2S), Shawn Gaddie (AE2S), Suzie Carpenter (Black & Veatch), Jamie Buelt\*, Amy Kahler (DMWW)

\*Attended Remotely

ITEM 1: Call to Order

Kyle Danley called the meeting to order at 1:01p.m.

ITEM 2: Introductions

ITEM 3: Approve Minutes for June 24, 2025 – Approval

Approve Minutes for June 25, 2025 – Approval Approve Minutes for June 26, 2025 – Approval Approve Minutes for July 7, 2025 – Approval Approve Minutes for July 9, 2025 – Approval Approve Minutes for July 18, 2025 – Approval Approve Minutes for July 29, 2025 – Approval Approve Minutes for August 6, 2025 – Approval

The minutes were approved by unanimous voice vote.

ITEM 4: Capacity Request Spreadsheet – Discussion

Tami Madsen is waiting for one capacity request. She is sending out a spreadsheet for the

Technical Committee members to fill out to help determine capacity for potential future expansions.

ITEM 5: West Plant – Update

Christina Murphy advised the committee that the contract with Strand has been signed. Strand is planning the project kick off meeting for early September or October. Land negotiations are still ongoing for the well sites.

ITEM 6: Grimes RFQ – Recommendation

Tami Madsen informed the Technical Committee that the Grimes RFQ subcommittee has met and discussed the scores. Two of the firms were within a point of each other. The subcommittee ranked the firms based on scores, five members ranked Black & Veatch (B&V) first, two ranked McClure second, one tied B&V and another firm ahead of McClure, and one tied B&V and McClure. Both submissions had different approaches on how to expand the Grimes Water Treatment plants. The subcommittee would like the Technical Committee to bring a recommendation to the Board of Trustees to award Black & Veatch the Grimes Plant Expansion Engineering Design Services RFQ, contingent on scope and fee negotiations.

Kevin Hensley stated that Grimes, being the contract operator, is not in favor of awarding Black and Veatch the expansion project. Grimes' perspective is that McClure has some history with the site, they are on the record as the construction engineers on the original project, and they've done a lot of work with others on water studies for the area. Grimes feels going with Black and Veatch will double the amount of work that needs to be done because they don't have the same familiarity with the project as McClure.

The committee held further discussion related to the selection of B&V or McClure.

Andy Fish moved to recommend the award of the Grimes Plant Expansion Engineering Design Services RFQ, contingent on scope and fee negotiations to Black & Veatch; seconded by Christina Murphy. Approved by voice vote; Kevin Hensley opposed.

ITEM 7: Saylorville Plant – Update

Lindsey Wanderscheid informed the committee that she will be requesting approval to solicit bids for UF and RO procurement from the CIWW board in August. She is getting access from USACE to do borings and working on obtaining approvals to do some testing on 26<sup>th</sup> St.

ITEM 8: Grimes Projects – Discussion

No updates.

ITEM 9: Polk City Projects – Discussion

No updates.

# ITEM 10: West Des Moines Water Works Projects – Discussion

Lyle Hammes updated the committee on the high service pump #3 replacement and VFD. He advised that the A.C. Ward Facility repairs project has received responses to their RFQ from 4 different firms which are currently in the process of being reviewed and evaluated.

Daria Dilparic discussed the Source Water Protection Plan RFP. The RFP has been posted to CIWW website. The project includes four lakes. She has received several questions from interested firms. A team will be put together to evaluate the proposals.

Lyle Hammes and Christina Murphy updated the committee on the Alluvial Wells. The test drilling concluded that the area is not suitable for wells. They are moving to the next plan with consultants looking into new sites. There are challenges of finding 1.5 MGD additional water sources and wells without PFAs.

#### ITEM 11: Des Moines Water Works Projects – Discussion

• Nitrate Facility

Lindsey Wanderscheid informed the committee that last month they received CIWW approval to reallocate funds from the Des Moines River Well Field project to the Fleur Drive Nitrate Removal Facility expansion. The RFQ is drafted, and they plan to send it out this week. Part of the RFQ includes assessing existing equipment for longevity and maintenance and regeneration of ionic exchange process to facilitate more nitrate removal. Qualifications are due in September, and recommendations will most likely be brought to the Technical Committee in October. DMWW is working with the WRA to plan for this project.

#### ITEM 12: Pumpage and Revenue Summary – Information

Kyle Danley advised that demand continues to remain low, even with the phased exit of the Water Shortage Plan, due to the rain.

#### ITEM 13: Other Business

Kyle Danley provided the nitrate update. They are high on Raccoon River but are lower on the other two sources. Historically they should be below 10 mg/L in August. Des Moines River has been holding steady below 10 mg/L. Operations team shut down Nitrate Removal Facility on Friday.

Given the nitrate concentration in our source waters, DMWW recommend exiting out of stage 1 and be out of the water shortage plan.

Don Clark made a motion to exit out of the Water Shortage Plan: Stage One, completely exiting the Water Shortage Plan, with an announcement on Thursday; Seconded by Neil Weiss. Approved by voice vote; Jeff May voted nay.

Christina Murphy asked for clarification on Jeff's nay vote. Jeff May was concerned that messaging it out on Thursday was too soon for Clive's media staff with other items on their schedule.

Christina Murphy made a motion to exit out of the Water Shortage Plan: Stage One, completely exiting the Water Shortage Plan, with an announcement on Friday; Seconded by Jeff May. Approved by voice vote.

Tami Madsen informed the committee that Jody Smith has written an Op-ed that thanks everyone for their work for the active duration of the Water Shortage Plan. This will go to newspaper and media outlets.

Tami Madsen is working on a survey to provide feedback about communications during the execution of the Water Shortage Plan to go out Friday. Data will be brought to Technical Committee and Executive Committee.

Tami Madsen discussed the most recent Water Usage Best Practice Committee and grant opportunities. One of the grants has to do with showing a reduction of 100MGY to qualify so she requested any member agencies interested in participating to contact to her.

ITEM 14: Adjourn

Chair Danley adjourned the meeting at 1:45p.m.





# **Minutes**

Technical Committee
Central Iowa Water Works
September 10, 2025
Des Moines Water Works Board Room
2201 George Flagg Parkway
Des Moines, Iowa
1:00 p.m.

Present: Don Clark (Ankeny), Jeff May (Clive), Kyle Danley (DMWW), Matt Greiner (Johnston), Wayne Schwartz (Norwalk), Neil Weiss (Urbandale Water Utility), Andy Fish (Warren Water District), Rudy Koester (Waukee), Christina Murphy (WDMWW), Royce Hammitt (Xenia), Randy Franzen (Polk City), Lindsey Wanderscheid (DMWW), Matthew Jacob (Urbandale Water Utility), Matt Van Wyk (Warren Water District), Lyle Hammes (WDMWW), Tami Madsen (CIWW), Daria Dilparic (WDMWW), Dustin Delvaux (CIWW), Dustin Schultz (AE2S), Shawn Gaddie (AE2S), Matt Stoffel (PFM)

ITEM 1: Call to Order

Chair Kyle Danley called the meeting to order at 1:02 p.m.

ITEM 2: Introductions

Tami Madsen requested that items 17: Other Business and 7: 2025 Budget Discussion be moved to the front of the agenda.

The committee approved the changes by unanimous voice vote.

ITEM 3: Approve Minutes for August 13, 2025 – Approval

The committee approved minutes for August 13, 2025, Technical Committee meeting by unanimous voice vote.

ITEM 4: Other Business

Tami Madsen advised the committee that she has received their feedback for providing earlier notification of the CIWW Technical Committee agenda and agenda items when possible. For the September 10, 2025, meeting the agenda was emailed to all members and alternates on Friday, September 5, 2025, along with the August 13, 2025, Technical Committee draft minutes needing

approval, the 2026 CIWW Budget Overview, and a memo for the task orders for AE2S.

Tami Madsen reminded the committee that any potential recommendations or items that will require a vote need to be on the agenda which requires posting at least 24 hours in advance.

ITEM 5: Task Order 2025 – 1 for AE2S – Recommendation

Tami Madsen sent a memo out with information on task orders for AE2S. The Master Service Agreement (MSA) sets contractual terms while the task orders (TO) set the scope. The task orders presented at this meeting are various generalized items that may be requested by CIWW. Some of the items include assisting the Water Usage Best Practice Committee (WUBPC) initiatives like grant funding applications and data development, collaboration for capital accounting on SRF Projects, standardizing front end documents, and SRF viability assessments for CIWW contracted and owned projects.

This task order spans from July 2025 – December 2025 and has a not to exceed amount of \$101,500.00. AE2S will be submitting monthly updates on work and hours, and they must receive a request to do the work.

Neil Weiss moved to approve the recommendation of the task orders with the addition of "the services stated in this Task Order will be performed only upon prior authorization by the Owner's Executive Director of their Designated Representative"; Matt Greiner seconded it. Approved by unanimous voice vote.

ITEM 6: Capacity Request Spreadsheet – Update

Tami Madsen has received 6 of the 12 agencies capacity request spreadsheets. These need to be submitted as soon as possible in order for CIWW to understand the capacity allocation needs for the west Plant and Grimes expansion allocations.

ITEM 7: 2026 Budget – Discussion

Matt Stoffel presented the 2026 budget to the CIWW Technical Committee. This budget includes the task orders presented under Item 5.

ITEM 8: Revised Cyanotoxin Monitoring, Flowchart, and Guidance – Information

Kyle Danley informed the committee that DMWW and CIWW responded to the Iowa DNR draft copy of the revised cyanotoxin monitoring, flowchart, and guidance. IDNR had previously shared a draft copy of the cyanotoxin guidance at a spring conference, but the revised draft was much more restrictive than the initial draft. DMWW would like to better understand the proposed changes and collaborate with IDNR on an effective approach to protect public health.

ITEM 8: West Plant – Update

Lyle Hammes informed the committee that there is a kick-off meeting being planned for the

West Plant and an email will be sent out to the design committee within the week. Regular meetings will be held with those on the West Plant Design Committee beginning either end of September or early October.

#### ITEM 9: Grimes Plant Expansion – Update

Tami Madsen has met with Black and Veatch and is providing them with information they have requested related to the Grimes Plant. Kevin Hensley has assigned Nick Deardorff, contract operator for the Grimes Plant, to be on the project team. Tami will be sending meeting invitations to the Grimes Plant Expansion Design Committee to meet with Black and Veatch.

# ITEM 10: Saylorville Plant – Update

- Hickman Feeder Main Snyder Amendment Approval
  - The amendment includes additional surveys, easements, and DOT changes for a total amount of \$49,400.

A roll call vote was taken: 11 ayes; 1 absent.

- Hickman Feeder Main Bid Results Approval
  - DMWW received 4 bids, the lowest coming in at \$5,039,045 by On Track Construction, LLC. This will be brought before the CIWW Board of Trustees in September for awarding.

Don Clark approved the recommendation; Rudy Koester seconded. The motion was passed by unanimous voice vote.

#### ITEM 11: Grimes Projects – Discussion

- On August 13<sup>th</sup> Northway Well Company installed a new pump and motor for shallow well #102.
- Grimes started seeing more water usage in August, but less than what would be expected this time of year.
- Low Service Boost Pump #3 had a seal and bearing go out and parts have been ordered. The plant is still able to run as normal while they wait for the parts to arrive.
- The raw water flow meter for the lime softening plant malfunctioned. Parts on hand were used to fix the issue and new parts were ordered.

#### ITEM 12: Polk City Projects – Discussion

• The roof replacement is finished and came in on budget.

# ITEM 13: West Des Moines Water Works Projects – Discussion

- Alluvial Wells
  - HR Green is looking into viability of a potential site. WDMWW is considering another Jordan Aquifer as a water source option. They are meeting Thursday with

HR Green to determine next steps.

- Source Water Protection
  - Tetra Tech was the firm selected for the Source Water Protection Project with a bid of \$44,867.
- Facility Repairs
  - This project was awarded to Strand with an estimate of \$2.6M.
- High Service Pump 3 replacement
  - The replacement is expected to be completed in late October or early November.

ITEM 14: Des Moines Water Works Projects – Discussion

- FWTP Levee Improvements
  - Barr completed the assessment of the Fleur Drive levee system and has identified deficiencies. Four of those are planning to move forward. The first project is to replace the retaining wall on the East side of the plant. DMWW plans to solicit bids for this project. Estimate is slightly over \$1 million.
- 5 kV Control System Installation
  - Baker Electrical was the lowest bid of \$396,480 to install the panel and provide a temporary generator. The plan is to award at DMWW September meeting.
- ITEM 15: Pumpage and Revenue Summary Information

ITEM 16: Operations Update – Information

- Polk City
  - No update
- Grimes
  - No update
- West Des Moines Water Works
  - One of two high service pump meters failed. Piping repairs are needed along with SCADA interface improvements.
- Des Moines Water Works
  - They are performing Nitrate facility valve and actuator replacements now that the facility is off-line. DMWW completed emergency repairs from a leak on the 48-inch feeder main that provides water to LP Moon Pumping Station and Tenny Standpipe. Repairs to MWTP Well #3 were completed along with improvements to the compressed air for the plant.

ITEM 18: Adjourn

Chair Danley adjourned the meeting at 3:16 p.m.



# **Minutes**

Finance and Audit Committee
Central Iowa Water Works
August 21, 2025
Central Iowa Water Works
4601 Westown Parkway, Suite 122
West Des Moines, IA
8:00 a.m.

#### Item 1: Call to Order

Chair Scott Brennan called the meeting to order at 8:13 a.m.

#### Item 2: Roll Call

Present: John McCune (Urbandale Water Utility), Susan Huppert (DMWW), Tom Cope\* (Johnston), Carol Butler Freeman (Warren Water District), George Meinecke\* (Norwalk), Matt Stoffel (PFM), Dustin Delvaux (CIWW), Tami Madsen (CIWW), Matt Probasco (WDMWW), Christina Murphy\* (WDMWW), Michael Heckle\* (KCCI)

# Item 3: Approve Minutes for July 10, 2025 - Approval

Tom Cope moved to approve the Finance and Audit Minutes for July 19, 2025; John McCune Seconded. Minutes were approved.

#### Item 4: 2026 Budget Update

Matt Stoffel presented the budget update. Since the last Finance & Audit Committee meeting, he has had the opportunity to work with Polk City, DMWW, and WDMWW on their operating budget leaving the CIWW operating budget about 97% complete. He will meet with Grimes next week.

The overall budget has been reduced by \$1.5M but remains close to the original budget for year two. Capital projects have been identified that could potentially be debt funded. This changes the

<sup>\*</sup>Attended remotely

bond proceeds from \$75.1M to \$81.6M. Matt advised the committee that for every \$1M increase in debt, future budgets will increase \$75k. The budget presented last month had a year over year budget comparison from 2025 to 2026 for variable costs and fixed costs of operating contracts at a change of 7.5%. With the updated operating budget numbers this has been reduced to 1.48% and 2.29%, respectively.

Matt will bring another updated budget in September and a finalized version to the October Finance & Audit Committee meeting for Board of Trustees approval at the October board meeting. He will present an abbreviated version of this meeting's information at the August Board of Trustees meeting.

# **Item 5: July Financial Summary and July Expenditures**

Tami Madsen presented on the July Financials. Items highlighted included interest-bearing cash was at \$9.3 million, water sales revenue around \$5.3 million, long-term debt at \$46.6 million, and investment income year-to-date was at \$209k. Legal and accounting fees were over budget, which is not unusual for the first year of operations.

Tami informed the committee that DMWW has reconciled their projects and cash for Schedule IV-11. In September they will pay \$7.3 million to CIWW for these projects.

# **Item 6: July Revenue and Usage Summary**

Tami Madsen stated the July Revenue and Usage Summary numbers decreased from the previous month due to the lawn watering ban. Despite the decrease in usage, the Nitrate facility ran for more days than was budgeted. Some of those costs were offset by a reduction in chemical costs.

#### **Item 7: Treasurer Agreement**

Tami Madsen informed the committee that the current treasurer agreement is with DMWW on an interim basis. The Executive Committee would like to open the role to all member agencies. CIWW would pay expenses incurred for the member agency serving in the treasurer role.

Amy Kahler stated that DMWW is equipped to continue the role of treasurer if needed.

The Finance & Audit Committee will make a recommendation at the August Board of Trustees meeting to open the role to any interested agencies including DMWW.

#### **Item 8: Private Use Education**

Tami Madsen informed the committee that early in 2025 CIWW signed an agreement with Ahlers & Cooney for additional services outside of bond work which include providing private use education for our member agencies. With the new capacity allocation requests including industrial uses, it will be important to monitor private use within the CIWW system.

#### **Item 9: Other Business**

Tami Madsen discussed having blended rates for buy-in for the West Plant and Grimes expansions since they are simultaneously undergoing bid and design.

Susan Huppert moved to recommend the implementation of a blended rate for the costs of the West Plant Expansion and the Grimes Expansion to the CIWW Board of Trustees; seconded by Carol Butler Freeman. Approved by voice vote.

# Adjournment

Chair Brennan adjourned the meeting at 9:15 a.m.



4601 Westown Parkway, Suite 122
West Des Moines, IA 50266
email: info@ciww.gov

# **Minutes**

Executive Committee Central Iowa Water Works 4601 Westown Parkway, Suite 122 West Des Moines, IA 50266 August 18, 2025 2:30 p.m.

#### Item 1: Call to Order

Chair Jody Smith called the meeting to order at 2:31 p.m.

#### Item 2: Roll Call

Present: John McCune, Jody Smith, Diane Munns, John Edwards, Courtney Clarke, Tami Madsen, Dustin Delvaux

#### Item 3: Approve Minutes for August 4, 2025

John Edwards moved to approve the minutes for the August 4, 2025, Executive Committee Meeting; John McCune seconded. Approved unanimously.

#### **Item 4: Procurement Process for Central Iowa Water Works**

The State Revolving Loan Fund (SRF) coordinator approved the membrane procurement process for the Membrane Filtration (MF), Ultrafiltration (UF), and Reverse Osmosis (RO) equipment for the Saylorville Water Treatment Plant expansion.

#### **Item 5: Government Relations Representative Process**

The RFQ was reviewed by the committee members, will be posted on the CIWW website and sent to interested firms via email. Responses are due by September 3, 2025. The committee will recommend, to the full Board, that the Executive Committee be empowered to review the responses received and to select/engage a firm/individual – hopefully before the September Board meeting.

#### Item 6: Committee Formation – Communications, Government Relations

The Executive Committee discussed the need to approach communications and government relations from a regional perspective. The committee proposed convening the trustees and alternates to discuss communications strategies and priorities as they relate to any number of topics, including how CIWW will approach the topic of water quality, legislative topics, and government relations. The committee also discussed the need to understand how and where the members would like CIWW to provide presentations on various topics.

The committee will make a recommendation to the board to convene the trustees and alternates to discuss communications strategies and priorities for the executive committee to prepare a draft communication plan for subsequent presentation to the Board of Trustees.

#### **Item 7: Process for Review of the Nitrate Event**

Tami Madsen reviewed an After-Action Report (AAR) template with the committee and advised that the survey regarding communications during the implementation of the Water Shortage Plan was distributed to about 230 individuals. She provided a brief overview of how she will approach the feedback after the survey is completed. This included meeting with focus groups, one-on-one meetings, and drafting reports of the compiled data. This will be provided to the various board committees to be used when reviewing policies and procedures and, in part, to make future recommendations to the Board of Trustees.

#### Item 8: Review August Board of Trustees Meeting Agenda

The Executive Committee reviewed the agenda for the August CIWW Board of Trustees meeting.

#### **Item 9: Other Business**

Jody Smith advised the committee that West Des Moines Mayor Russ Trimble had asked him and Scott Brennan to meet with a representative of the Farm Bureau – now scheduled for August 20<sup>th</sup>.

#### Adjournment

The meeting was adjourned at 3:28 p.m.



#### **CENTRAL IOWA WATER WORKS**

#### **BOARD OF TRUSTEES ACTION ITEM FORM**

Meeting Date: September 24, 2025

**ITEM NUMBER: 6F** 

**SUBJECT:** Receive and File August Financial Summary and Approve August Expenditures

#### **SUMMARY:**

The following financial reports are attached:

- 1. Statement of Revenues, Expenses, and Change in Net Position for the month of August
- 2. Statement of Revenues, Expenses, and Change in Net Position 12 Month Trend
- 3. Statement of Net Position as of August 31, 2025
- 4. Statement of Net Position 12 Month Trend
- 5. Monthly Disbursement Listing for the month of August

#### Following are key financial highlights for the month:

- The Statement of Revenues, Expenses, and Change in Net Position (also known as the Income Statement) shows the Change in Net Position (also known as Net Income) as \$1.4 million higher than expectations as of 8/31/25. Contract operators are billing based on pre-determined seasonal estimates; however, contract operators are cumulatively reporting actual expenses of approximately \$2.1 million less than budget. This month's (and future) financial statements include an adjustment to reflect actual YTD Contract Operator expense.
- Interest-bearing operating cash as of August 31 totals approximately \$10.83 million. This amount is higher than the previous month, primarily due to the timing of payment of invoices.
- Restricted cash balances, including the Bond Sinking Fund and Debt Service Reserve Fund, total \$5.1 million at month-end. The Debt Service Reserve Fund is earning 4.063%.
- Accounts Receivable of \$9.12 million represents member water charges billed for August consumption and unpaid at month-end.
- Beginning in July, the Statement of Net Position includes a new line item under Assets called "Prepaid Expenses." Prepaid Expenses are payments made in advance for, in the case of CIWW, corporate insurance and employee insurance. Each month, a portion of this balance will be amortized to expense as the service benefit of this insurance is received.
- Accounts Payable at month-end totals \$13.6k, which is lower than the previous month. The decrease has to do with the timing of bills received against when they are paid.
- The financial statements include \$1.74 million "Bond Payable Current" which reflects the bond principal amounts due within one year. This is a reclassification entry only to show current debt payable vs. long-term debt payable and does not change the total amount of debt payable.
- During January, Des Moines Water Works (DMWW) transferred to CIWW \$5 million cash as a good faith payment towards the amount owed per Schedule IV-11 of the 28E/28F. This Schedule represents DMWW revenues collected for joint capital projects that are incomplete as of 12/31/24. This \$5 million is shown on the financials as "Joint Capital Payable," as these amounts will be reimbursed to DMWW as the joint capital projects are completed. Additional cash is

- anticipated to be transferred by DMWW to CIWW subsequent to DMWW's year-end processes and its final calculation of incomplete joint capital projects
- Long-term Debt of \$47.93 million represents member SRF borrowings on water supply facilities transferred to CIWW at Operational Commencement, plus additional loan drawdowns for these facilities that occurred in 2025.
- Water Sales Revenue for August was \$290k below budget. Since this is the first year of operations, monthly budgets were developed without the benefit of previous years' experience so there will be variances from month to month. YTD Water Sales Revenue is now short \$1.22 million of budget, some of which is due to the effects of the wet summer and lawn watering ban.
- Investment income was \$33,909 for the month and \$244k YTD.
- Interest expense is accrued interest for outstanding bonds, totaling \$608k YTD.
- Total operating expenses are approximately \$28.15 million YTD which is about \$1.83 million below budget, an effect of reduced variable costs, specifically lime residual hauling. Some of these costs are a timing difference and will be incurred in Q4. Legal and Accounting Fees are over budget due to transfers of assets, easements, and general start-up expenses. Professional Services is well under budget offsetting most of the legal and accounting expenses.
- August cash disbursements totaled \$4,789,681.21.

#### **FINANCIAL IMPACT:**

None.

#### RECOMMENDED ACTION BY THE BOARD OF TRUSTEES:

Motion to receive and file the July financial summary and approve July disbursements.

Prepared by: /s/ Dustin Delvaux

### Central Iowa Water Works Statement of Net Position As of August 31, 2025

Year To Date 08/31/2025

Assets	
Current Assets	
Cash and Cash Equivalents	10,829,587
Restricted Cash	5,089,585
Accounts Receivable	9,122,458
Prepaid Expenses	25,706
Total Current Assets	25,067,336
Capital Assets, Net	46,767,789
Total Assets	71,835,125
Liabilities	
Current Liabilities	
Accounts Payable	13,605
Accrued Liabilities	963,743
Accrued Interest Payable	210,568
Accrued Payroll Liabilities	19,902
Bond Payable - Current	1,737,013
Joint Capital Payable	5,000,000
Total Current Liabilities	7,944,831
Long-Term Debt, Net	47,930,911
Total Liabilities	55,875,742
Net Position	15,959,384
Total Liabilities and Net Position	71,835,125

#### Central Iowa Water Works Statement of Net Position - Trend As of August 31, 2025

	Month Ending											
-	09/30/2024	10/31/2024	11/30/2024	12/31/2024	01/31/2025	02/28/2025	03/31/2025	04/30/2025	05/31/2025	06/30/2025	07/31/2025	08/31/2025
	Actual											
Assets												
Current Assets												
Cash and Cash Equivalents	1,784,097	1,693,162	1,537,434	1,398,026	4,354,783	6,406,499	7,524,517	12,166,983	9,611,475	13,916,782	9,387,784	10,829,587
Restricted Cash	0	0	0	0	3,886,428	4,113,208	4,341,672	4,570,226	4,799,699	4,440,738	4,868,401	5,089,585
Accounts Receivable	0	0	0	0	3,833,844	4,337,713	4,332,054	3,435,468	5,317,538	4,376,118	6,055,219	9,122,458
Prepaid Expenses	0	0	2,350	2,350	0	0	0	0	0	8,875	31,245	25,706
Total Current Assets	1,784,097	1,693,162	1,539,784	1,400,376	12,075,055	14,857,420	16,198,243	20,172,677	19,728,712	22,742,513	20,342,649	25,067,336
Capital Assets, Net	0	0	0	0	36,629,467	39,142,799	39,239,766	42,065,813	42,103,416	43,581,355	46,754,034	46,767,789
Total Assets	1,784,097	1,693,162	1,539,784	1,400,376	48,704,522	54,000,219	55,438,009	62,238,490	61,832,128	66,323,868	67,096,683	71,835,125
Liabilities												
Current Liabilities												
Accounts Payable	36,496	49,328	78,655	0	93,522	912,826	45,439	2,830,703	45,308	1,477,939	415,951	13,605
Accrued Liabilities	0	473	1,773	1,302,807	866,285	863,743	863,743	863,743	863,743	864,743	913,743	963,743
Accrued Interest Payable	0	0	0	0	0	0	210,568	280,758	350,947	70,190	140,379	210,568
Accrued Payroll Liabilities	0	2,124	4,248	19,150	17,822	13,097	20,283	28,029	36,383	42,733	17,332	19,902
Bond Payable - Current	0	0	0	0	0	0	0	0	0	1,737,013	1,737,013	1,737,013
Joint Capital Payable	0	0	0	0	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
Total Current Liabilities	36,496	51,925	84,676	1,321,957	5,977,629	6,789,666	6,140,033	9,003,233	6,296,381	9,192,618	8,224,418	7,944,831
Long-Term Debt, Net	103	0	0	0	40,358,231	42,812,194	42,968,529	45,631,894	45,767,260	45,508,186	46,616,994	47,930,911
Total Liabilities	36,599	51,925	84,676	1,321,957	46,335,860	49,601,860	49,108,562	54,635,127	52,063,641	54,700,804	54,841,412	55,875,742
Net Position	1,747,498	1,641,237	1,455,108	78,420	2,368,662	4,398,359	6,329,447	7,603,363	9,768,487	11,623,064	12,255,271	15,959,384
Total Liabilities and Net Position	1,784,097	1,693,162	1,539,784	1,400,376	48,704,522	54,000,219	55,438,009	62,238,490	61,832,128	66,323,868	67,096,683	71,835,125

# Central Iowa Water Works Statement of Revenues, Expenses, and Change in Net Position For the Period Ending August 31, 2025

		Month Ending 08/31/2025			Year To Date 08/31/2025		Year Ending 12/31/2025	
_	Actual	Budget	Variance	Actual	Budget	Variance	Budget	% Remaining
Change in Net Position								
Operating Revenue(Expense), Net Operating Revenue								
Water Sales Revenue	6,033,714	6,323,498	(289,784)	43,877,299	45,095,350	(1,218,051)	66,727,586	34 %
Expansion Revenue	64,367	64,368	(1)	514,936	514,943	(8)	772,415	33 %
Other Revenue	1,280	0	1,280	1,279	0	1,280	0	0 %
Total Operating Revenue	6,099,361	6,387,866	(288,505)	44,393,514	45,610,293	(1,216,779)	67,500,001	34 %
Operating Expenses	-,,	-,,	(//	,,	,,	(-//	,	
Personnel								
Salaries & Wages	25,037	28,334	3,296	196,050	226,666	30,616	340,000	42 %
Payroll Taxes	1,931	2,167	237	15,587	17,340	1,754	26,010	40 %
Employee Benefits	9,342	6,875	(2,467)	61,135	55,000	(6,136)	82,500	26 %
Total Personnel	36,310	37,376	1,066	272,772	299,006	26,234	448,510	39 %
Professional Services								
Legal and Accounting Fees	25,564	20,833	(4,730)	340,414	166,667	(173,747)	280,000	(22) %
Professional Services - Other	27,156	417	(26,740)	52,933	223,333	170,401	1,108,743	95 %
Total Professional Services	52,720	21,250	(31,470)	393,347	390,000	(3,346)	1,388,743	72 %
Contract Operator Expenses								
Contract Operator Expenses	2,197,810	4,270,478	2,072,668	26,966,589	29,039,251	2,072,662	42,704,779	37 %
Total Contract Operator Expenses	2,197,810	4,270,478	2,072,668	26,966,589	29,039,251	2,072,662	42,704,779	37 %
Occupancy and Office								
Mailing & Production	152	500	348	298	4,000	3,702	6,000	95 %
Facility & Equipment Expenses	54,797	5,000	(49,797)	417,936	40,000	(377,937)	60,000	(597) %
IT & Telecommunications	6,624	0	(6,624)	15,567	0	(15,566)	0	0 %
Licenses & Fees	0	0	0	0	151,897	151,896	303,793	100 %
Total Occupancy and Office	61,573	5,500	(56,073)	433,801	195,897	(237,905)	369,793	(17) %
Other								
Travel Expense	0	0	0	4,123	0	(4,123)	0	0 %
Business Expenses	10,262	2,500	(7,762)	72,645	20,000	(52,645)	30,000	(142) %
Other Expenses	292	4,417	4,125	4,897	35,333	30,436	53,000	91 %
Total Other	10,554	6,917	(3,637)	81,665	55,333	(26,332)	83,000	2 %
Total Operating Expenses	2,358,967	4,341,521	1,982,554	28,148,174	29,979,487	1,831,313	44,994,825	37 %
Total Operating Revenue(Expense), Net	3,740,394	2,046,345	1,694,049	16,245,340	15,630,806	614,534	22,505,176	28 %
Non-Operating Revenue(Expense), Net								
Investments, net	33,909	0	33,908	243,734	0	243,734	0	0 %
Interest Expense	70,190	0	(70,189)	608,110	0	(608,110)	0	0 %
Total Non-Operating Revenue(Expense), Net	(36,281)	0	(36,281)	(364,376)	0	(364,376)	0	0 %
Total Change in Net Position	3,704,113	2,046,345	1,657,768	15,880,964	15,630,806	250,158	22,505,176	29 %

## Central Iowa Water Works Statement of Revenues, Expenses, and Change in Net Position - Trend For the Period Ending August 31, 2025

	Month Ending 09/30/2024	Month Ending 10/31/2024	Month Ending 11/30/2024	Month Ending 12/31/2024	Month Ending 01/31/2025	Month Ending 02/28/2025	Month Ending 03/31/2025	Month Ending 04/30/2025	Month Ending 05/31/2025	Month Ending 06/30/2025	Month Ending 07/31/2025	Month Ending 08/31/2025
	Actual											
Change in Net Position												
Operating Revenue(Expense), Net												
Operating Revenue												
Water Sales Revenue												
Water Sales	0	0	0	0	3,517,199	3,249,826	3,435,171	3,418,423	4,329,042	4,027,877	3,641,120	4,287,399
Joint Fixed Revenue	0	0	0	0	1,746,315	1,746,315	1,746,315	1,746,315	1,746,315	1,747,037	1,746,315	1,746,315
Total Water Sales Revenue	0	0	0	0	5,263,514	4,996,141	5,181,486	5,164,738	6,075,357	5,774,914	5,387,435	6,033,714
Expansion Revenue	0	0	0	0	64,367	64,367	64,367	64,367	64,367	64,367	64,367	64,367
Other Revenue												
Miscellaneous Revenue	0	0	0	0	0	0	0	0	0	0	0	1,280
Total Other Revenue	0	0	0	0	0	0	0	0	0	0	0	1,280
Total Operating Revenue	0	0	0	0	5,327,881	5,060,508	5,245,853	5,229,105	6,139,724	5,839,281	5,451,802	6,099,361
Operating Expenses												
Personnel												
Salaries & Wages	7,335	23,338	35,074	39,471	22,082	16,770	22,943	26,410	26,415	25,523	30,870	25,037
Payroll Taxes	564	1,775	2,673	2,199	1,752	1,380	1,877	2,053	2,111	2,030	2,455	1,931
Employee Benefits	0	4,269	3,761	6,685	3,448	8,364	7,065	7,426	8,687	8,202	8,599	9,342
Total Personnel	7,899	29,382	41,508	48,355	27,282	26,514	31,885	35,889	37,213	35,755	41,924	36,310
Professional Services												
Legal and Accounting Fees	48,643	33,853	135,264	230,646	17,391	35,382	71,877	33,437	34,636	53,399	68,730	25,564
Professional Services - Other	24,093	14,329	12,616	230,902	304	0	21,473	4,000	0	0	0	27,156
Total Professional Services	72,736	48.182	147,880	461,548	17.695	35,382	93,350	37,437	34,636	53,399	68,730	52,720
Contract Operator Expenses	•	•	•	,	,	,	,	,	•	,	,	,
Contract Operator Expenses	0	0	0	0	2,982,982	2,982,218	3,002,808	3,839,582	3,847,280	3,843,431	4,270,478	2,197,810
Total Contract Operator Expenses	0	0	0	0	2,982,982	2,982,218	3,002,808	3,839,582	3,847,280	3,843,431	4,270,478	2,197,810
Occupancy and Office	•	•	•		_,,	-,,	0,000,000	0,000,000	5,5 ,255	0,0 10, 102	1,2.10,1.10	_,,
Mailing & Production												
Printing and Reproduction	0	0	0	0	0	0	0	0	0	0	58	152
Postage and Shipping	0	0	0	0	0	88	0	0	0	0	0	0
Total Mailing & Production						88					58	152
Facility & Equipment Expenses	ŭ	· ·	· ·	ŭ	· ·		· ·	· ·	ŭ	· ·	30	132
Facility Expense	0	0	0	0	0	0	0	0	3,393	0	353,253	53,393
Materials & Supplies	0	1,011	0	1,193	0	45	96	122	0	0	6,230	1,404
Total Facility & Equipment Expenses		1,011	0	1,193	0	45	96	122	3,393	0	359,483	54,797
IT & Telecommunications	•	_,	•	_,	•				-,	•	555,155	- 1,1-1
Telecommunication Expense	37	74	74	74	0	0	0	0	0	0	0	0
Internet	0	0	0	0	0	0	0	0	0	0	120	0
IT Software & Subscriptions	0	0	0	578	0	167	150	0	0	0	0	895
IT Hardware & Equipment	0	0	0	0	0	0	0	0	1,709	0	6,795	5,729
Total IT & Telecommunications	37	74	74	652		167	150		1,709		6,915	6,624
Total Occupancy and Office	37	1.085	74	1.845		300	246	122	5,102		366,456	61,573
Other	37	1,000	/4	1,043	U	500	240	122	3,102	U	300,436	01,3/3
Travel Expense												
Travel	0	0	0	0	0	353	924	0	459	175	1,628	0
Meal and Entertainment Expense	0	874	0	452	275	48	0	263	0	0	1,028	0
car and Entertainment Expense	Q	5/4	· ·	432	2,3	-10	ŭ	200	Q	Ü	Ŭ	· ·

For internal purposes-subject to client review and analysis only. These financial statements were generated from the client's financial reporting system and have not been modified.

## Central Iowa Water Works Statement of Revenues, Expenses, and Change in Net Position - Trend For the Period Ending August 31, 2025

	Month Ending											
_	09/30/2024	10/31/2024	11/30/2024	12/31/2024	01/31/2025	02/28/2025	03/31/2025	04/30/2025	05/31/2025	06/30/2025	07/31/2025	08/31/2025
	Actual											
Total Travel Expense	0	874	0	452	275	401	924	263	459	175	1,628	0
Business Expenses												
General Insurance Premiums	0	1,028	2,062	0	2,350	0	0	0	11,464	(8,876)	887	888
Advertising and Publishing Expense	0	0	0	0	0	0	1,079	2,500	130	162	287	205
Public Relations and Communications	6,061	29,515	337	5,393	0	2,750	0	0	0	0	38,712	9,169
Expense												
Dues and Subscriptions Expense	0	0	0	0	0	482	477	0	0	5,100	0	0
Education and Training	0	0	0	0	0	4,145	0	30	703	0	0	0
Total Business Expenses	6,061	30,543	2,399	5,393	2,350	7,377	1,556	2,530	12,297	(3,614)	39,886	10,262
Other Expenses												
Bank Fees	32	32	32	32	2,534	192	86	101	75	75	75	75
Miscellaneous Expenses	187	2,777	1	864,188	181	179	244	137	279	186	261	217
Total Other Expenses	219	2,809	33	864,220	2,715	371	330	238	354	261	336	292
Total Other	6,280	34,226	2,432	870,065	5,340	8,149	2,810	3,031	13,110	(3,178)	41,850	10,554
Total Operating Expenses	86,952	112,875	191,894	1,381,813	3,033,299	3,052,563	3,131,099	3,916,061	3,937,341	3,929,407	4,789,438	2,358,967
Total Operating Revenue(Expense), Net	(86,952)	(112,875)	(191,894)	(1,381,813)	2,294,582	2,007,945	2,114,754	1,313,044	2,202,383	1,909,874	662,364	3,740,394
Non-Operating Revenue(Expense), Net Investments, net												
Investment Income	6,997	6,615	5,765	5,125	20,526	21,752	26,902	31,062	32,930	36,622	40,032	33,909
Total Investments, net	6,997	6,615	5,765	5,125	20,526	21,752	26,902	31,062	32,930	36,622	40,032	33,909
Interest Expense	0	0	0	0	24,865	0	210,568	70,190	70,189	91,918	70,190	70,190
Total Non-Operating Revenue(Expense), Net	6,997	6,615	5,765	5,125	(4,339)	21,752	(183,666)	(39,128)	(37,259)	(55,296)	(30,158)	(36,281)
Total Change in Net Position	(79,955)	(106,260)	(186,129)	(1,376,688)	2,290,243	2,029,697	1,931,088	1,273,916	2,165,124	1,854,578	632,206	3,704,113

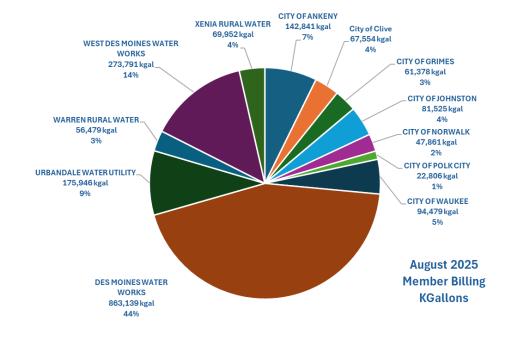
# Central Iowa Water Works Monthly Disbursements Listing

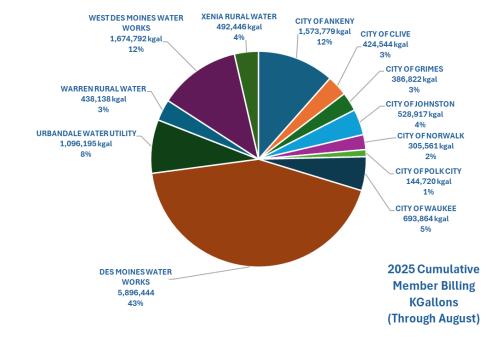
Vendor name	Account title	Amount
Ahlers & Cooney, P.C.	Legal	21,402.00
Automatic Data Processing, Inc.	Miscellaneous Expenses	185.70
Automatic Data Processing, Inc.	Accrued Salary	17,018.29
Automatic Data Processing, Inc.	IPERS Payable	3,823.60
Automatic Data Processing, Inc.	Withholding Taxes Payable	7,301.09
Bankers Trust Company	Materials & Supplies	1,403.84
Bankers Trust Company	Miscellaneous Expenses	31.50
Bankers Trust Company	IT Software & Subscriptions	894.72
Bankers Trust Company	Bank Fees	74.90
City of Grimes	Contract Operator Expenses	274,953.00
City of Grimes	Construction in Progress	13,215.98
City of Polk City	Contract Operator Expenses	19,245.00
Des Moines Water Works	Facility Expense	299,787.77
Des Moines Water Works	Prepaid Expenses	23,257.30
Des Moines Water Works	Group Insurance	25,501.67
Des Moines Water Works	Contract Operator Expenses	3,513,375.00
Gannett Iowa LocaliQ	Advertising and Publishing Expense	205.40
Heartland Business Systems LLC	IT Hardware & Equipment	4,288.23
Marco Technologies, LLC	Office & Data Processing Equipment	3,896.38
Marco Technologies, LLC	Printing and Reproduction	209.99
Nyemaster Goode, P.C.	Legal	18,528.50
PFM Financial Advisors, LLC	Contracted Financial Advisory Services	27,156.62
RSM US LLP	Accounting	7,035.00
Storey Kenworthy Corporation	Office & Data Processing Equipment	879.00
THREE FOUNTAINS II, LLC	Facility Expense	3,393.23
Voya Financial	Deferred Compensation	1,000.00
West Des Moines Water Works	Contract Operator Expenses	462,905.00
Wixted & Company	<b>Public Relations and Communications Expense</b>	38,712.50
Sum Total		4,789,681.21



## CIWW August 2025 Usage Summary

	Cumulative	Cumulative	July	% Total	Change From	August	% Total	Change From
	To Date	% To Date			Previous Month			Previous Month
CITY OF ANKENY	1,573,779	12%	117,062	7.50%	-43,626	142,841	9.15%	25,779
CITY OF CLIVE	424,544	3%	37,541	2.40%	-24,921	67,554	4.33%	30,013
CITY OF GRIMES	386,822	3%	53,234	3.41%	-679	61,378	3.93%	8,144
CITY OF JOHNSTON	528,917	4%	66,652	4.27%	-2,972	81,525	5.22%	14,873
CITY OF NORWALK	305,561	2%	38,359	2.46%	-5,214	47,861	3.07%	9,502
CITY OF POLK CITY	144,720	1%	17,924	1.15%	-1,709	22,806	1.46%	4,882
CITY OF WAUKEE	693,864	5%	70,052	4.49%	-9,202	94,479	6.05%	24,426
DES MOINES WATER WORKS	5,896,444	43%	818,328	52.43%	-18,268	863,139	55.30%	44,811
URBANDALE WATER UTILITY	1,096,195	8%	133,368	8.54%	-19,527	175,946	11.27%	42,579
WARREN RURAL WATER	438,138	3%	55,575	3.56%	-5,426	56,479	3.62%	904
WEST DES MOINES WATER WORKS	1,674,792	12%	189,529	12.14%	-42,711	273,791	17.54%	84,262
XENIA RURAL WATER	492,446	4%	65,017	4.17%	-2,350	69,952	4.48%	4,935
	13,656,221		1,662,642		-176,604	1,957,752		295,110





Grimes

Request for Reimbursement For Capital Expenditures

Project #	Asset Description	2025	Budget	Reallocat	ed Budget R	Remaining Budget	Reallocation	Cash o	r Debt	Janua	ry	Feb	oruary	March	April	May	Ju	ne	July		August	Total
	Lime Plant Roof Repairs	\$	288,000.00	\$	204,366.00	\$ 204,366.00	\$ (83,634	.00)														\$ -
	Lime Plant HVAC Components	\$	15,000.00			\$ 15,000.00																\$ -
	Jordan Well drop pipe with stainless steel	\$	220,000.00	\$	303,634.00	\$ -	\$ 83,634	.00						\$ 303,634.00								\$ 303,634.00
	Total	\$	523,000.00		9	\$ 219,366.00				\$	-	\$	-	\$ 303,634.00 \$	-	\$ -	\$	-	\$	- \$	_	\$ 303,634.00
		Grin	o PFM 2025 nes Capital Budget																			
	Total Expended							Ca	ısh	\$	-	\$	-	\$ 303,634.00	\$0.00	\$0.00	\$0.	00	\$0.00		\$0.00	
	Total Expended							De	ebt	\$	-	\$	-	\$ -	\$0.00	\$0.00	\$0.	00	\$0.00		\$0.00	

### **Polk City**

Request for Reimbursement For Capital Expenditures

Asset Description	2025 Budget Reallocated 1	Budget Remaining Budget Reallocation	Cash or Debt	January	Februa	ary N	1arch	April	May	June	July	August	Total
Fiber connection from water plant to tower communication	\$ 15,000.00	\$ 15,000.00											\$ -
•		\$ -											\$ -
		\$ -											\$ -
Total	\$ 15,000.00	\$ 15,000.00		\$	- \$	- \$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Ties to PFM												
	2025 Polk City												
	Capital Budget												
Total Expended - Cash			Cash	\$	- \$	- \$	-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Expended - Debt			Debt	\$	- \$	- \$	-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

**DMWW** Month February

sset Description	Primary Asset	Asset Category	GL Account A	sset Life - Years	2025 Budget Reallocated Bud	get Remaining Budget Reallocation	Cash or Debt	January	February	March	April	May	June	July	August	Total In Service In Ser
xv Switch Gear Controls Upgrade	FDTP Treatment	Buildings & Machinery	16100		\$ 396,483.00	\$ 336,114.86	Cash	\$ 335.80	\$ 14,696.66 \$	14,355.01 \$	7,467.75 \$	461.73 \$	586.42 \$	21,324.93 \$	1,139.84	\$ 60,368.14
D2 Feed	FDTP Treatment	Buildings & Machinery	16100		\$ 286,131.00	\$ 286,131.00	Cash						\$	-		<b>-</b>
L Isolation Valve ter Plant Rehabilitation	FDTP Source of Supply FDTP Treatment	Buildings & Machinery Buildings & Machinery	16100 16100		\$ 543,254.00 \$ 1,013,597.00	\$ 543,254.00 \$ 807,876.18	Cash Cash	\$ 3,275.07	\$ 113,728.10 \$	31,070.27 \$	27,469.60 \$	27,110.17 \$	1,941.10 \$	- 1,126.51		\$ - \$ 205,720.82
ADA Network Improvement	SCADA Software	Dundings & Machinery	10100		\$ 1,013,397.00	\$ (17,036.42)	Cash	\$ 2,078.46	\$ 113,728.10 \$ \$ 797.66 \$	8,170.65 \$	26,763.23 \$	19,769.09 \$	83,471.40 \$	55,501.12 \$	15,542.81	\$ 203,720.82
atment Basin Rechain (ongoing)	FDTP Treatment	Buildings & Machinery	16100		\$ 680,437.00	\$ 388,233.50	Cash	\$ 53,597.83	\$ 6,438.44 \$	26,271.59 \$	125,371.87 \$	136.80 \$	69,255.00 \$	10,516.37 \$	615.60	\$ 292,203.50
ffitt Reservoir Tunnel & Channel	MWTP Source of Supply	Water Supply System	16120		\$ 258,750.00	\$ 258,750.00	Cash	,				·				\$ -
M Rehab Collector Wells	MWTP Source of Supply	Water Supply System	16120		\$ 658,022.00	\$ 135,844.36	Cash	\$ 205.20	\$ 1,041.06 \$	16,360.69 \$	450,910.66 \$	23,765.83 \$	68.40 \$	29,757.40 \$	68.40	\$ 522,177.64
pansion of Raw Water - 10 MGD Expansion	SWTP Source of Supply	Water Supply System	16120		\$ 2,781,039.00	\$ 2,777,743.75	Debt	\$ 331.34	\$ 365.20 \$	545.29 \$	432.42 \$	511.36 \$	105.68 \$	475.56 \$	528.40	\$ 3,295.25
Membrane Replacement (ongoing)	SWTP Treatment	Buildings & Machinery	16100		\$ 228,807.00	\$ 219,569.44	Cash	Φ 200 450 05	\$ 3,349.32 \$	5,426.50	Ф	\$	125.93 \$	251.86 \$	83.95	\$ 9,237.56
Membrane Replacement rce Water Expansion	SWTP Treatment Future Treatment Source of Supply	Buildings & Machinery Water Supply System	16100 16120		\$ 583,565.00 \$ 39,602.00	\$ 374,925.12 \$ 39,602.00	Cash Cash	\$ 208,458.95			\$	125.93	\$	55.00		\$ 208,639.88
tment & Transmission Expansion	Future Treatment Source of Supply  Future Treatment	Buildings & Machinery	16100		\$ 284,621.00	\$ 284,621.00	Cash									\$ - \$
Expansion - 10 MGD Expansion	SWTP Treatment	Buildings & Machinery	16100		\$ 1,564,614.00	\$ 964,815.90	Debt	\$ 2,454.11	\$ 93,765.21 \$	130,455.53 \$	142,177.90 \$	69,294.80 \$	85,180.96 \$	36,972.74 \$	39,496.85	\$ 599,798.10
Feeder Main Replacement	Transmission Mains	Pipelines	16130	100	\$ -	\$ (51,681.65)	Cash	,	\$ 154.34 \$	77.17 \$	385.85 \$	11,008.14 \$	11,775.94 \$	15,296.52 \$	12,983.69	\$ 51,681.65
Feeder Main Replacement	Transmission Mains	Pipelines	16130	100	\$ 3,105,000.00	\$ 3,104,228.30	Cash	\$ 771.70								\$ 771.70
Seal 16th & Tuttle - Design					\$ -	\$ (414.36)	Cash		\$	77.17 \$	231.51 \$	105.68				\$ 414.36
Seal 16th & Tuttle - Construction	Transmission Mains	Pipelines	16130	100	\$ 517,500.00	\$ 516,381.20	Cash	\$ 1,118.80	Φ.	200.60 Ф	1 501 50	4.006.00	1.607.74	1 002 02	771 70	\$ 1,118.80
St 24" Replacement - Tuttle to MLK - Design P - West Feeder Main Ph 3 Const	Transmission Mains	Dinalinas	16130	100	\$ -	\$ (11,549.83) \$ (1,476,588.38)	Cash Debt	\$ 8,072.82	\$ \$ 838,151.87 \$	308.68 \$ 114.159.79 \$	1,791.70 \$ 103.159.90 \$	4,986.99 \$ 27,788.14 \$	1,697.74 \$ 1,452,257.46 \$	1,993.02 \$ 820,451.09 \$	771.70 1 286 080 31	\$ 11,549.83 \$ 4,650,121.38
y to LP Moon Feeder Connection	Transmission Mains Transmission Mains	Pipelines Pipelines	16130	100	\$ 3,173,533.00 \$ 2,555,943.00	\$ (1,470,388.38) \$ 2,426,831.51	Cash	\$ 8,072.82 \$ 1,550.18	\$ 838,131.87 \$ \$ 8,220.38 \$	114,139.79 \$ 12,104.24 \$	103,139.90 \$	9,412.26 \$	7.658.82	4,220.51 \$	68.271.03	\$ 4,030,121.38 \$ 129,111.49
Center Court Parking Lot	FDTP Treatment	Buildings & Machinery	16100	100	\$ 387,215.00	\$ 357,001.33	Cash	\$ 62.50	\$ 0,220.36 \$ \$ 218.75 \$	31.25 \$	64.38 \$	22,134.06 \$	3,848.63 \$	1,590.34 \$	2,263.76	\$ 30,213.67
- HVAC	FDTP Treatment	Buildings & Machinery	16100		\$ 269,959.00	\$ 269,959.00	Cash	02.30	Φ 210.75 Φ	31.25 ¢	σσσ φ	22,1300	3,610.03 ψ	1,550.5 : Ψ	2,203.70	\$ -
Control Center Upgrades	FDTP Treatment	Buildings & Machinery	16100		\$ 155,250.00	\$ 131,418.09	Cash		\$ 1,619.66 \$	7,868.73 \$	7,173.39 \$	6,078.61 \$	98.49	\$	993.03	\$ 23,831.91
Levee Gates	FDTP Treatment	Buildings & Machinery	16100		\$ 139,660.00	\$ 139,492.10	Cash			\$	167.90					\$ 167.90
P - Building Improvements	FDTP Treatment	Buildings & Machinery	16100		\$ 162,886.00	\$ 162,886.00	Cash			_						\$ -
TP Safety Showers & Tempering	MWTP Treatment	Buildings & Machinery	16100		\$ 197,019.00	\$ 195,683.05	Cash		\$ 68.40	\$	36.35 \$	410.40 \$	136.80 \$	68.40 \$	615.60	\$ 1,335.95
ine Production Replacements 875 Fleur Drive Automation	FDTP Treatment	Buildings & Machinery	16100		\$ 1,250,000.00 \$	\$ 1,250,000.00 \$ (15,090.92)	Cash Cash	\$ 10,984.77	\$ 1,822.73 \$	1.141.71 \$	1,061.59 \$	80.12			·	\$ - \$ 15,090.92
884 SWTP Automation	SWTP Treatment	Buildings & Machinery	16100		\$ - \$ -	\$ (13,090.92) \$ -	Cash	φ 10,964.//	φ 1,022.73 φ	1,141./1 \$	1,001.39 \$	80.12				\$ 13,090.92
075 McMullen Automation	MWTP Treatment	Buildings & Machinery	16100		\$ -	\$ (5,065.89)	Cash						\$	111.72 \$	4,954.17	\$ 5,065.89
02 Fleur Drive Reinvestment	FDTP Treatment	Buildings & Machinery	16100		\$ -	\$ (264,189.13)	Cash	\$ 24,887.69	\$ 11,760.02 \$	51,302.96 \$	155,142.67 \$	1,615.46 \$	429.88 \$	12,741.94 \$	6,308.51	\$ 264,189.13
03 McMullen Reinvestment	MWTP Treatment	Buildings & Machinery	16100		\$ -	\$ (230,630.08)	Cash	\$ 9,749.38	\$ 39,633.18 \$	12,776.68 \$	50,296.04 \$	716.93 \$	38,697.87 \$	78,760.00		\$ 230,630.08
04 SWTP Reinvestment	SWTP Treatment	Buildings & Machinery	16100		\$ -	\$ (84,463.35)	Cash	\$ 2,550.45	\$ 22,510.74	\$	4,162.59 \$	1,312.08 \$	21,279.99 \$	27,572.10 \$	5,075.40	\$ 84,463.35
Replace & Repairs	FDTP Treatment	Buildings & Machinery	16100		\$ 156,750.00	\$ 156,750.00	Cash	Φ 1.076.16			Φ.	76.04				-
ity Upgrades	FDTP Course of Samular	Buildings & Machinery	16100		\$ 293,375.00	\$ 292,222.00	Cash	\$ 1,076.16	¢r.		\$	76.84		¢	40,307.04	\$ 1,153.00 \$ 40,307.04
asins cle & Equipment Replacement	FDTP Source of Supply Vehicles	Buildings & Machinery Vehicles	16100 16170		\$ - <i>\$</i> \$ 1,000,000.00	- \$ (40,307.04) \$ 515,123.02	Cash Cash	\$ 20,646.45	<b>-</b>	53,359.91 \$	54,085.22		\$	43,424.00 \$	313,361.40	\$ 484,876.98
y Compliance	FDTP Treatment	Venicies	10170		\$ 207,064.00	\$ 207,064.00	Cash	20,040.43	Ψ	33,337.71 \$	54,005.22		Ψ	75,724.00 \$	313,301.40	\$ -
al Lake Pump Station	MWTP Source of Supply	Water Supply System	16120		\$ -	\$ (2,998.33)	Cash		\$ 400.00 \$	400.00 \$	2,078.72 \$	119.61				\$ 2,998.33
River Well Field	FDTP Source of Supply	Water Supply System	16120		\$ -	\$ -	Cash									\$ -
te Removal Expansion	FDTP Treatment	Buildings & Machinery	16100		\$ - \$	-								\$	189.63	\$ 189.63
P Levee Improvement	FDTP Source of Supply	Water Supply System	16120		\$ -	\$ (181,303.00)	Cash	\$ 295.31	\$ 20,359.33 \$	38,361.52 \$	38,708.25 \$	16,158.84 \$	25,834.90 \$	31,785.35 \$	9,799.50	\$ 181,303.00
Gallery	FDTP Transfer of Supply	Water Supply System	16120		\$ -	\$ (1,923.97) \$ (1,5.257.42)	Cash	\$ 1,889.70	\$ \$ 598.34 \$	350.77 \$	68.40 \$ 28.306.17 \$	752.40 \$	68.40 \$	478.80 \$	205.20	\$ 1,923.97 \$ 115.257.42
Sludge Filter Press P Ops Storm Water Improvements	FDTP Treatment FDTP Treatment	Buildings & Machinery Buildings & Machinery	16100 16100		\$ - \$	\$ (115,257.42) \$ (29.08)	Cash Cash	\$ 1,009.70	р 390.34 ф \$	26,440.23 \$ 29.08	28,300.17 \$	29,286.99	Ф	1,219.68 \$	27,516.31	\$ 115,257.42 \$ 29.08
Filter Media Replacement	FDTP Treatment	Buildings & Machinery	16100		\$ -	\$ (356,823.76)	Cash	\$ 6,072.20	\$ 2,359.39 \$	57,107.39 \$	124,655.72 \$	16,745.45 \$	42,175.96 \$	107,707.65		\$ 356,823.76
ide Room Improvements	FDTP Treatment	Buildings & Machinery	16100		\$ -	\$ (5,310.41)	Cash	\$ 154.34		\$	3,300.00	\$	1,042.45 \$	813.62		\$ 5,310.41
tion Clear Well - Gallery	FDTP Source of Supply	Water Supply System	16120		\$ -	\$ (863.95)	Cash				\$	460.60 \$	133.48 \$	269.87		\$ 863.95
Suction Well - Elevate Grade	FDTP Transmission	Pipelines	16130	100	\$ -	\$ (2,131.94)	Cash				\$	345.33 \$	133.48 \$	1,653.13		\$ 2,131.94
allery Valves - Ongoing	FDTP Source of Supply	Water Supply System	16120		\$ -	\$ (36.35)	Cash			\$	36.35					\$ 36.35
FD High Lift Pumps	FDTP Construction	Pipelines	16130	100	\$ -	\$ (1,096,280.37)	Cash	\$ 1,450.43	\$ 2,841.42 \$	75,776.41 \$	304,567.39 \$	106,595.06 \$	144,641.28 \$	211,390.12 \$	249,018.26	\$ 1,096,280.37
LL/EHL Flood Protect AC Facility Upgrades	FDTP Source of Supply FDTP Treatment	Water Supply System	16120 16100		<b>5</b> -	\$ (2,829.41)	Cash	\$ 132.96	\$ 1,185.56		\$	421.71 \$	822.21 \$	266.97		\$ 2,829.41
/HL Pump Rebuild	FDTP Treatment FDTP Transmission	Buildings & Machinery Pipelines	16130	100	\$ -	\$ (10,086.68)	Cash Cash		\$ 523.42 \$	6,456.02 \$	1,881.57 \$	1,116.51 \$	109.16		,	\$ 10,086.68
Ferric Chloride Expansion	MWTP Treatment	Buildings & Machinery	16100	100	\$ -	\$ (50,056.03)	Cash	\$ 62.35	\$ 3,617.12 \$	9,749.39 \$	6,714.88 \$	6,765.12 \$	8,886.06 \$	7,738.91 \$	6,522.20	\$ 50,056.03
Ferric Chloride Line Replace	MWTP Treatment	Buildings & Machinery	16100		\$ -	\$ (183.93)	Cash		, · - •	,	\$	183.93	,	, - +	,	\$ 183.93
PAC System	MWTP Treatment	Buildings & Machinery	16100		\$ -	\$ (145,788.39)	Cash	\$ 2,444.77	\$ 1,376.65 \$	65,233.13 \$	62,116.12 \$	3,523.67 \$	7,346.78 \$	2,188.67 \$	1,558.60	\$ 145,788.39
nan Feeder	Transmission Mains	Pipelines	16130	100	\$ -	\$ (1,345.74)	Cash	•	\$ 191.82 \$	149.02 \$	91.50 \$	66.10 \$	774.07 \$	73.23	_	\$ 1,345.74
Treatment	MWTP Treatment	Buildings & Machinery	16100		<b>\$</b> -	\$ (2,453.95)	Cash	\$ -	-				\$	83.95 \$	2,370.00	\$ 2,453.95
pank Protection	FDTP Source of Supply	Water Supply System	16120 16100		<b>5</b> -	φ - (2.622.20)	Cash		¢ 6010 ¢	410.40 <b>•</b>	220.01 Ф	700.00 Ф	0 <b>2</b> 0 00 0	383.98	ļ	\$ - \$ 2,622.20
afety Showers & Tempering 33 FD EHL#1 Closed Loop Cooling	FDTP Treatment FDTP Transmission	Buildings & Machinery Pipelines	16100 16130	100	φ - \$ -	\$ (2,623.29) \$ (5,945.93)	Cash Cash	\$ 882.25	\$ 68.40 \$ 622.65 \$	410.40 \$ 2,734.30	229.81 \$	709.90 \$ 124.70	820.80 \$ \$	383.98 707.40 \$	874.63	\$ 2,623.29 \$ 5,945.93
34 FD Diesel Gen Closed Loop Cool	FDTP Transmission FDTP Treatment	Buildings & Machinery	16100	100	\$ -	\$ (3,943.93) \$ (74,719.86)	Cash	\$ 83.95	\$ 1,250.93 \$	772.25 \$	38,113.21 \$	565.33 \$	489.55 \$	33,321.38 \$	123.26	\$ 74,719.86
35 FD Chemical Bldg Elevator	FDTP Treatment	Buildings & Machinery	16100		\$ -	\$ (771.70)	Cash	\$ 154.34	- , , φ	\$	617.36	ν	Ψ	/ <del>-</del> • • • •		\$ 771.70
21 DMR Isolation Valve-Parco Sys	FDTP Source of Supply	Water Supply System	16120		\$ -	\$ (142,972.03)	Cash		\$ 694.53 \$	1,350.48		\$	694.53 \$	1,773.92 \$	138,458.57	\$ 142,972.03
Truck Scale	MWTP Treatment	Buildings & Machinery	16100		\$ -	\$ (29.08)	Cash		\$	29.08						\$ 29.08
94 Pump Station HVAC	FDTP Treatment	Buildings & Machinery	16100		\$ -	\$ (157,815.48)	Cash	\$ 1,659.66	\$ 52,920.47 \$	1,213.20 \$	31,486.95 \$	1,063.64 \$	14,025.58 \$	55,349.43 \$	96.55	\$ 157,815.48
06 Lab WaterProof	FDTP Treatment	Buildings & Machinery	16100		<b>S</b> -	\$ (2,439.67)	Cash	\$ 124.70	\$ 1,508.21 \$	120.63 \$	137.54 \$	98.25 \$	450.34	0.045.05	0.702.42	\$ 2,439.67
514 SCADA-PLC5 Upgrades	SCADA Software	Dinalinas	16120	100	<b>5</b> -	\$ (51,848.46) \$ (3,563.87)	Cash	\$ 4,251.56 \$ 205.20	\$ 2,385.17 \$	5,282.13 \$	7,990.56 \$	5,264.84 \$	7,645.82 \$	9,245.25 \$	9,783.13	\$ 51,848.46 \$ 2,562.87
824 Maffitt East Feeder Main Valve 634 SCADA Backbone Improvements	MWTP Transmission SCADA	Pipelines	16130	100	ъ - «	\$ (3,563.87) \$ (100.313.94)	Cash Cash	\$ 205.20	\$ 3,038.40	<b>c</b>	15,437.11	251.87 \$ 16,800.92	68.40 27,863.13	15,141.46	25,071.32	\$ 3,563.87 \$ 100,313.94
753 DMWW-Polk City Booster Stn	SCADA Booster/Storage	Buildings & Machinery	16100		\$ - \$ -	\$ (100,313.94) \$ (47.72)	Cash Cash			\$	15,437.11 47.72	10,000.92	41,003.13	13,141.40	45,0/1.34	\$ 100,313.94 \$ 47.72
063 CIWW Wholesale Meters	Meters	Meters	10100		\$ -	\$ (47.72) \$ (13,437.40)	Cash			\$ \$	11,689.26	1,748.14				\$ 13,437.40
531 Tenny Standpipe Painting	Booster/Storage	Buildings & Machinery	16100		\$ -	\$ (5,553.08)	Cash			\$	1,848.07	3,705.01				\$ 5,553.08
ote Pumping	5	<i>5y</i>				\$ (32,008.21)	Cash			Ψ	,	507.00	10,988.73	20,512.48		\$ 32,008.21
	Tenny Standpipe	Water Supply System	16120			\$ (530.00)	Cash						530.00			\$ 530.00
ote Storage P - Building Improvements	FDTP Treatment	Buildings & Machinery	16100			\$ (3,699.66)	Cash						3.588.40	111.26		\$ 3,699.66

Ties to PFM 2025 DMWW Capital Budget

Total Expended Total Expended

Cash Debt	\$ \$	361,213.11 10,858.27	\$ \$	322,001.25 932,282.28	\$ \$	532,668.64 245,160.61	1,610,379.03 245,770.22	319,926.97 97,594.30	497,235.66 1,537,544.10	770,763.05 857,899.39	944,753.46 1,326,105.56
Billed to CIWW											
Cash											
Debt			\$	833,314.31							
Balance											
Cash	\$	361,213.11	\$	322,001.25	\$	532,668.64	1,610,379.03	319,926.97	497,235.66	770,763.05	944,753.46
Debt	\$	10,858.27	\$	98,967.97	\$	245,160.61	245,770.22	97,594.30	1,537,544.10	857,899.39	1,326,105.56
Monthly Total	\$	372,071.38	\$	420,969.22	\$	777,829.25	1,856,149.25	417,521.27	2,034,779.76	1,628,662.44	2,270,859.02
YTD	\$	372,071.38	\$	793,040.60	\$	1,570,869.85	3,427,019.10	3,844,540.37	5,879,320.13	7,507,982.57	9,778,841.59

## **WDMWW**

Request for Reimbursement From CIWW For Cap	_						_							_			
Asset Description	2025 B	udget	Reallocated Budget	Remair	ning Budget Reallocation	Cash or Debt	Ja	anuary	February	March		April	May	June	July	August	Total
Replace HSP No. 3/Update Electrical/VFD	\$	450,000.00		\$	353,073.59		\$	-	\$ 91,922.66 \$	5,003.75	5						\$ 96,926.41
Structural Repairs- Bldgs 1,2,3,4,6	\$	200,000.00		\$	200,000.00		\$	-	\$ -								\$ -
Clearwell, Backwash Tank, and Filter Access Impi	o \$	450,000.00		\$	450,000.00		\$	-	\$ -								\$ -
98th Street Exterior Cleaning & Inspection	\$	62,000.00		\$	62,000.00		\$	-	\$ -								\$ -
SCU1 Drive Repairs & VFD Addition	\$	150,000.00		\$	150,000.00		\$	-	\$ -								\$ -
Two Vertical 30-Ton CO2 Tanks (likely no PSF sy	/s: \$	275,000.00		\$	275,000.00		\$	-	\$ -								\$ -
Shallow Wells Construction	\$	1,700,000.00		\$ 1	,672,635.25	Debt	\$	-	\$ -		\$	507.00		\$ 20,609.00 \$	6,248.75		\$ 27,364.75
Plant Equipment & Building Upgrades	\$	300,000.00		\$	300,000.00		\$	-	\$ -								\$ -
Filters A-E Valve Replacement	\$	230,000.00		\$	230,000.00		\$	-	\$ -								\$ -
Security fencing at A.C. Ward Treatment Plant	\$	-		\$	-		\$	-	\$ -								\$ -
Total	\$	3,817,000.00		\$ 3	3,692,708.84		\$	-	\$ 91,922.66 \$	5,003.75	5 \$	507.00 \$		\$ 20,609.00 \$	6,248.75 \$		\$ 124,291.16
	WDM	o PFM 2025 WW Capital Budget															
Total Expended		-				Cash	\$	-	\$ - \$	-	\$	- \$	-	\$ - \$	- \$	-	
Total Expended						Debt	\$	-	\$ - \$	-	\$	507.00 \$	-	\$ 20,609.00 \$	6,248.75 \$	-	



# CENTRAL IOWA WATER WORKS BOARD OF TRUSTEES ACTION ITEM FORM

**Meeting Date: September 24, 2025** 

**ITEM NUMBER: 7A** 

**SUBJECT:** Motion – Change Location of Central Iowa Water Works Board Meetings to 3 Fountains Edgewater Building, 4200 University Avenue, Suite 134, West Des Moines, IA 50266

#### **SUMMARY:**

This action will move the location of Central Iowa Water Works Board Meetings from the MidAmerican Energy Company RecPlex at 6500 Grand Ave, West Des Moines, IA 50266 to the 3 Fountains Edgewater Building, 4200 University Avenue, Suite 134, West Des Moines, IA 50266

#### FINANCIAL IMPACT:

The meeting space is included in CIWW's seven-year lease and is reserved for the life of the lease term.

#### RECOMMENDED ACTION BY THE BOARD OF TRUSTEES:

Approve a Motion to Change Location of Central Iowa Water Works Board Meetings to 3 Fountains Edgewater Building, 4200 University Avenue, Suite 134, West Des Moines, IA, 50266.

Prepared by:	MM	Madsen		
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# CENTRAL IOWA WATER WORKS BOARD OF TRUSTEES ACTION ITEM FORM

Meeting Date: September 24, 2025

**ITEM NUMBER: 7B** 

**SUBJECT:** Motion – Fixing a Date, Time and Place for a Hearing on Disposal of an Interest in Real Property to Verizon for the Cell Tower 98<sup>th</sup> Street Lease Agreement

#### **SUMMARY:**

This action will set the date and time of the Public Hearing for 3:00 PM at the October 22, 2025, Central Iowa Water Works Board of Trustees meeting. The location of the Public Hearing will be the 3 Fountains Edgewater Building, Suite 134 or the MidAmerican Energy Company RecPlex, Community Room A, depending on the action taken in Item 7A.

The motion, minutes, and public notice will reflect the location of the October Board Meeting.

Verizon has proposed to Central Iowa Water Works (CIWW) installing cell tower equipment atop the 98<sup>th</sup> St water tower in West Des Moines. The Verizon Cell Tower 98<sup>th</sup> Street Lease agreement is a new lease requiring a hearing so that the tower can be installed on CIWW owned property. Staff have worked with Neal Westin of Nyemaster Goode, P.C. on the proposed agreement. Under Iowa Code section 364.7 leases of public property require a public hearing.

#### FINANCIAL IMPACT:

The initial rent of \$30,000 is due within 90 days of the effective date of the lease. Verizon will pay a monthly rent of \$2,135.00 which increases by 3% each year for the initial five-year term. The lease can be renewed for a total of 30 years, in five-year terms.

#### RECOMMENDED ACTION BY THE BOARD OF TRUSTEES:

Approve a Motion Fixing a Date, Time and Place for a Hearing on Disposal of an Interest in Real Property to Verizon for the Cell Tower 98<sup>th</sup> Street Lease Agreement.

Prepared by:	Sami	Madsen	
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#### Preparer Information:

Central Iowa Water Works 2201 George Flagg Parkway Des Moines, IA 50321 (515) 323-6224

info@ciww.gov

<b>Tower Lease with Option</b>	
<u> </u>	Site]

THIS TOWER LEASE WITH O	PTION AGREEMENT (this "Lease") is effective
this date:	(the "Effective Date"), between, the Central
Iowa Water Works, a municipal entity	exercising certain joint powers of its constituent
members pursuant to Iowa Code chap	pter 28E (CIWW), by the Board of Trustees of the
CIWW ("Landlord"), and by the Board	of Trustees of the West Des Moines Water Works
("WDMWW") as the agent of the Land	dlord ("Operator"), and Cellco Partnership d/b/a
Verizon Wireless, with its principal off	ices located at One Verizon Way, Mail Stop
4AW100, Basking Ridge, New Jersey	v 07920 ("Tenant").

#### Option to Lease. Intentionally Omitted

- 2. Preliminary Term and Term. The Preliminary Term of this Lease shall be from the Effective Date to the Commencement Date. The initial lease term shall be five years (the "Term") commencing on the first day of the month after Tenant begins installation of Tenant's communications equipment on the Premises, or on the 365<sup>th</sup> day from the Effective Date, whichever occurs first (either, the "Commencement Date"), and terminating at Midnight on the last day of the month in which the fifth anniversary of the Commencement Date shall have occurred unless renewed pursuant to this lease. Landlord and Tenant agree that they shall acknowledge in writing, including electronic mail, the Commencement Date in the event the Commencement Date is based upon the date Tenant commences installation of the equipment on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required.
- 3. Permitted Use. Subject to the terms and conditions set forth in this Lease, effective on the Commencement Date Landlord hereby leases to Tenant the use of that portion of the water storage facility and real property described in attached Exhibit "A" (the "Property"), together with access and utility easements as described and depicted on the attached Exhibit "B" (collectively, the "Premises"). The Premises may be used by Tenant for the transmission and reception of wireless communication signals and for the construction, maintenance, repair or replacement or upgrading of related facilities, antennas, equipment and related activities. Tenant shall obtain, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals") and may (prior to or after the Commencement Date) obtain a title report, perform environmental and other surveys, soil tests, and other engineering procedures on, under and over the Property, necessary to determine that Tenant's use of the Premises

will be compatible with both Landlord's or Operator's engineering specifications and Tenant's system design, operations and Governmental Approvals. Tenant shall conduct all such activities so as to avoid interference with Landlord's or Operator's operations and shall immediately cease any and all such activities at Landlord's or Operator's written request if in Landlord's or Operator's reasonable judgment, the activities interfere with such operations. Landlord and Operator agree to reasonably cooperate with Tenant (at no cost to Landlord), where required, to perform such procedures or obtain Governmental Approvals. If necessary, Tenant has the right to immediately terminate this Lease with no further obligations except removal of its equipment, restoration of the Premises and Property, as of the Commencement Date of this Lease, and payment of the due or delinquent rent to the date of termination if Tenant notifies Landlord or Operator of unacceptable results of any title report, Governmental Approvals, environmental survey or soil tests prior to Tenant's installation of the Antenna Facilities (as defined below) on the Premises.

#### 4. Rent

- Tenant shall pay Operator, as additional rent for the Preliminary Term, Thirty Thousand Dollars (\$30,000), due and payable within 90 days of the Effective Date, and shall then pay as Rent for the Term, Two Thousand One Hundred Thirty-Five Dollars (\$2,135.00) per month ("Rent"). Rent during the Term shall be payable in advance beginning on the Commencement Date for the remainder of the month in which the Commencement Date falls and for the following month, and thereafter rent will be payable monthly in advance on or before the fifth day of each month for the following month to the Operator at 1505 Railroad Avenue, West Des Moines, Iowa 50265. For the purpose of this Lease, all references to "month" shall be deemed to refer to a calendar month. If the Commencement Date does not fall on the first day of the month, then Rent for the period from the Commencement Date to the last day of such month shall be prorated based on the actual number of days remaining in the month from the Commencement Date, Landlord, Operator, and Tenant acknowledge and agree that the initial Rent payments for the Term will be delivered by Tenant no later than 90 days after the Commencement Date, or the written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. If Tenant is late delivering monthly Rent payments to Operator, Tenant agrees that late payment penalty interest shall accrue at a 6% annual percentage rate on the unpaid balance of the lease payments.
- (b) Commencing on the first (1st) annual anniversary of the Commencement Date, and on each annual anniversary thereafter during the Term and each Renewal Term, annual Rent for each such additional year shall be increased by an amount equal to three percent (3%) of the annual rental payable with respect to the immediately preceding lease year.
- (c) If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a

default by Tenant, and all prepaid Rents shall be refunded to Tenant within thirty (30) days of such termination.

(d) For any party to whom rental payments are to be made, Operator or any successor in interest of Operator hereby agrees to provide to Tenant (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms, if required; (iii) Tenant's payment direction form; and (iv) other documentation to verify Landlord's or such other party's right to receive rental as is reasonably requested by Tenant. Rental shall accrue in accordance with this Lease, but Tenant shall have no obligation to deliver rental payments until the requested documentation has been received by Tenant. Upon receipt of the requested documentation, Tenant shall deliver the accrued rental payments as directed by Landlord.

#### 5. Renewal.

- (a) Tenant shall have the right to extend this Lease for not more than five additional five-year terms (each five-year term a "Renewal Term") (30 years total). Except as provided to the contrary in Section 6 below, each Renewal Term shall be on the same terms and conditions as set forth herein, except that Rent shall continue to increase as provided in Section 4(b), above.
- (b) This Lease shall automatically renew for each successive Renewal Term unless Tenant shall notify Landlord or Operator, in writing, of Tenant's intention not to renew this Lease, at least 60 days prior to the expiration of the initial term or any Renewal Term.
- (c) If Tenant shall remain in possession of the Premises at the expiration of the initial term or any Renewal Term of this Lease without a written agreement, such tenancy will be deemed a month-to-month tenancy under the same terms and conditions of this Lease.
- 6. Appraisals of Market Value of Rent. At the end of the initial term and at the end of the second Renewal Term (if any), either Landlord or Tenant may elect to have the Rent set at a market rate determined in the manner set forth in this Section. Either party requesting such market rent will notify the other party at least six (6) months prior to the end of either the initial term or the end of the second Renewal Term, whichever is applicable. The monthly Rent shall then be determined as follows:
- (a) an appraisal of the fair market monthly rental of similar Antenna Facilities in the Des Moines metropolitan area shall be prepared by a MAI qualified appraiser selected by Landlord, and a similar appraisal shall be prepared by a MAI qualified appraiser selected by Tenant. Each party shall pay all costs and expenses for the appraisal it requests and the parties shall share equally the cost of a third appraiser if appointed pursuant to sub-section "b," below. Such appraisals shall be completed within thirty (30) days of the request. If the higher of such two appraisals is within 105%

of the lower of such two appraisals, the monthly Rent for the following Renewal Term shall become the average of the two appraisals. The Rent for succeeding Renewal Terms shall be determined in accordance with Section 5 using as a base the Rent as determined pursuant to this Section, unless or until another appraisal is accomplished as described in this Section 6.

- (b) if the higher of such two appraisals is not within 105% of the lower appraisal, Landlord and Tenant shall mutually select a third appraiser to appraise the fair market monthly rental, and the monthly Rent determined by such third appraiser shall be the monthly Rent for the applicable five-year Renewal Term. The Rent for succeeding Renewal Terms shall be determined in accordance with Section 5 using as a base, the Rent as determined pursuant to this Section, unless or until another appraisal is accomplished as described in this Section 6.
- (c) any adjustments to Rent pursuant to this Section 6 must be made pursuant to an amendment to this Lease.
- 7. No Interference by Tenant. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, the Operator, or the City of West Des Moines and its other agencies or boards (collectively, the "City"), or tenants or licensees of Landlord, with rights to the Property prior to Tenant's use (subject to Tenant's rights under this Lease, including without limitation, non-interference). Tenant further represents to Landlord that its proposed use of the Premises shall not interfere with the Landlord's communications facilities or services or, if any, those of the City, which communications facilities or services are in place as of the date hereof or which may be constructed from time to time during the term of this Lease, or with Landlord's tenant's communications facilities or services, whose rights are previous to Tenant's rights. Such interference shall be deemed a material breach by the Tenant, who shall, upon written notice from the Landlord, be responsible for terminating said interference.

Notice of any interference caused by Tenant may be delivered by Landlord to Tenant's Network Monitoring Center (at (800) 264-6620) or to the location specified in the Notices section of this Lease (section 13). In the event Tenant's interference with Landlord's, Operator's, or City's use does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, Landlord shall have the right, in addition to any other rights that it may have at law or equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice. Notice of interference with Tenant's use shall be provided to Landlord at the phone number specified in the Notices section of this Lease (section 13). Landlord or Operator shall make a commercially reasonable efforts to contact the interfering third party and facilitate a response to Tenant. If Landlord's or any third party's interference with Tenant's use does not cease within seventy-two (72) hours after receipt of notice, Tenant's sole remedy with respect to Landlord's interference shall be to terminate this Lease, without penalty, with refund of any rent paid in advance for the month in which it provided notice of the interference.

Tenant's right to have communication facilities on the Premises is nonexclusive. The Landlord shall retain the right to lease space to other communications companies, provided that future communications companies do not unreasonably interfere with Tenant's use. Landlord and Operator shall not be liable or responsible for interference with Tenant's facilities by other communications companies.

#### 8. Improvements; Utilities; Access.

Tenant shall have the right, at its expense, to erect and maintain Tenant's equipment and facilities at the Premises, including without limitation, transmitting and receiving antennas, and electronic and other ancillary equipment necessary to the use and enjoyment of the antennas (collectively, the "Antenna Facilities"), which shall be initially configured generally as set forth in Exhibit "B" and Exhibit "C". Landlord or Operator shall have the authority to review and approve the detailed plans and specifications, including installation plans and schedules, for the Antenna Facilities. Such approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Upon completion of the initial installation, Tenant shall provide Landlord and Operator with "as built" drawings showing that that the initial installation was accomplished in compliance with Exhibit "B" and Exhibit "C". Tenant shall clearly label equipment located within the Premises with up-to-date contact information. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall use, maintain and keep its Antenna Facilities in a commercially reasonable manner during the time covered by this Lease. Tenant, at its sole expense, shall promptly remove the Antenna Facilities upon termination of this Lease and shall restore the Property to the same condition and in the same manner as of the Commencement Date of this Lease, ordinary wear and tear excepted, as determined by the Landlord in its discretion. The configuration of any upgrades to the Premises shall be subject to the Landlord's or Operator's review and approval in advance, which approval shall not be unreasonably withheld or delayed, provided Tenant agrees to meet any reasonable conditions or restrictions Landlord or Operator imposes for such upgrades. Tenant shall repair, at its expense, any damage to Landlord's property during the installation, maintenance or operation of the Antenna Facilities. The Tenant shall operate the Antenna Facilities in accordance with all FCC rules and regulations. Landlord or Operator shall have the right to remove and store the Antenna Facilities at the termination of this Lease if Tenant fails to remove the Antenna Facilities within sixty (60) days after termination of the Lease, and Tenant shall pay any such actual and documented removal and storage costs as well as monthly Rent at the then current rate for the time period from termination of the Lease to removal of the facilities by the Landlord or Operator; provided, however, in the event Tenant fails to remove the Antenna Facilities within such sixty (60) day period, or if Landlord or Operator has removed and is storing the Antenna Facilities, then in addition to its obligation to pay the removal and storage costs as set forth above. Tenant shall pay monthly Rent in an amount equal to 110% of the then current Rent for the time period

from the end of the sixty (60) day period for removal to the date of Tenant's removal of the Antenna Facilities from the Premises or Landlord's storage facility, as applicable.

- (b) Tenant, at its expense, may use appropriate means of restricting access to the Antenna Facilities, including, the construction of a fence; subject to Landlord's or Operator's approval and approval by applicable regulatory agencies. Notwithstanding anything contained herein to the contrary, Landlord hereby agrees to allow Tenant to install any RF frequency signage and/or barricades as necessary to ensure Tenant's compliance with applicable laws and governmental regulations.
- (c) Tenant shall pay any additional utilities charges due to Tenant's use. Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises. Tenant agrees to paint the Antenna Facilities, the color of which shall be subject to approval by Landlord or Operator. Upon termination of this Lease, Tenant shall repair the site and restore the surface of the structure where the Antenna Facilities were attached to its original condition or as near to its original condition as is reasonably practicable as of the Commencement Date of this Lease, reasonable wear and tear excepted, and as determined by the Landlord or Operator in its discretion. Tenant's utilities shall be separately metered and billed directly to Tenant.
- (d) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant ingress, egress, and access (including access as described in Section 1) to the Property and Premises adequate to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon prior written notice, Landlord or Operator shall have the right, at Landlord's or Operator's expense, to relocate the Tenant's access, provided such new location shall not unreasonably interfere with Tenant's operations.
- (e) Tenant will be issued two Access Cards and shall have 24-hoursper-day, 7-days-per-week access to the Premises at all times during the initial term of this Lease and any Renewal Term provided.
- (f) If Landlord or Operator should need to sandblast, paint or otherwise maintain the water storage facility, Tenant shall cooperate with Landlord by temporarily relocating Tenant's Antenna Facilities, at the Tenant's expense, and complying with any other reasonable request of Landlord or Operator.
- (g) In the event installation of the Antenna Facilities shall cause Landlord or Operator to relocate, reconstruct or modify any portion of its water storage facility to maintain the current usefulness of such portion or to comply with laws or governmental regulations, including but not limited to obstruction lighting, vents, personnel access facilities, or cathodic protection system, Tenant shall pay for such reasonable costs.
- (h) Connections to the water storage facility shall be made by welding, using welders who are certified for such work, and all areas of the water storage facility

disturbed by such operations shall, at Tenant's cost, be sandblasted and painted to Landlord's specifications.

- 9. <u>Termination</u>. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:
- (a) upon thirty (30) days written notice by Landlord for failure to cure a material default for payment of amounts due under this Lease within that 30-day period;
- (b) upon thirty (30) days written notice by either party if the other party defaults and fails to cure such default within that 30-day period, or such longer period as may be required to diligently complete a cure commenced within that 30-day period;
- (c) upon ninety (90) days written notice by Tenant, if it is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or Governmental Approval necessary to the construction and/or operation of the Antenna Facilities or Tenant's business;
- (d) upon ninety (90) days written notice by Tenant if the Premises are or become unacceptable or obsolete under Tenant's design or engineering specifications for its Antenna Facilities or under the communications system to which the Antenna Facilities belong;
- (e) immediately upon written notice by Tenant if the Premises of the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the refund of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction or for 90 days, whichever is the shorter period;
- (f) at the time title of the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property, sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation;
- (g) Landlord or Operator shall have the right to terminate this Lease immediately if the water storage facility is destroyed by casualty or a disaster, such as, but not limited to, fire or tornado;
- (h) Landlord or Operator shall also have the right to terminate this Lease with at least twenty-four (24) months' prior written notice to Tenant, or as much notice as is practicable under the circumstances in the event Landlord or Operator is

unable to provide at least twenty-four (24) months' prior notice, if (i) the Landlord or Operator discontinues the use of the water storage facility for any reason; or (ii) an independent engineer determines the water storage facility to be structurally unsound. Landlord or operator shall also have the right to terminate this Lease within sixty (60) days written notice to Tenant if (1) Tenant's use unreasonably interferes with the Landlord's, Operator's, or City's equipment or property at the site, and Tenant is unable to cure or eliminate such interference; or (2) if Tenant discontinues use of the equipment for a period of sixty (60) days;

- (i) upon thirty (30) days written notice to Tenant, except in the event of a public emergency where such notice is impracticable, Landlord shall be able to temporarily interrupt operation of the Antenna Facilities in the event of an immediate threat to public health and/or safety, as discerned by an independent third party or by arbitration or by judgment or by a governmental agency decision, or a state or federal disaster declaration affecting the Premises or its safe operation;
- (j) after the first Renewal Term of this Lease, upon eighteen (18) months written notice to Tenant, should Landlord determine that the use of the Premises by Tenant is incompatible with Landlord's or Operator's use of the Property; and
- (k) Within sixty (60) days of the date of expiration or earlier termination of this Lease, Tenant shall remove all of Tenant's Antenna Facilities and related equipment and restore the Premises to the condition they existed in prior to the Tenant's occupation thereof, normal wear and tear excepted, as determined by the Landlord or Operator in its discretion. If Tenant should fail to remove Tenant's Antenna Facilities and related equipment within sixty (60) days of the expiration or earlier termination of this Lease and does not provide a reason for such failure in writing that is acceptable to Landlord or Operator, in Landlord's or Operator's discretion, and dispose of the Tenant's Antenna Facilities and related equipment remaining on the Premises shall become the property of Landlord and Tenant shall be deemed to have abandoned all right, title, and interest thereto. At such time, Landlord or Operator shall be free to remove the Tenant's Antenna Facilities and related equipment from the Premises and invoice the Tenant for the costs associated with said removal.
- 10. <u>Taxes</u>. If Landlord or Operator is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from Tenant with respect to the transactions contemplated by this Lease, then Landlord or Operator shall bill such Tax to Tenant in the manner and for the amount required by law, Tenant shall promptly pay such billed amount of Tax to Landlord or Operator, and Landlord or Operator shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that Landlord or Operator shall not bill to or otherwise attempt to collect from Tenant any Tax with respect to which Tenant has provided Landlord or Operator with an exemption certificate or other reasonable basis for relieving Landlord or Operator of its responsibility to collect such Tax from Tenant. Except as provided in this Section 10, Landlord or Operator shall bear the costs of all Taxes that are assessed

against or are otherwise the legal responsibility of Landlord or Operator with respect to itself, its property, and the transactions contemplated by this Lease. Tenant shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of Tenant with respect to itself, its property, and the transactions contemplated by this Lease.

#### 11. Insurance and Subrogation.

- (a) Tenant will provide Commercial General Liability Insurance with limits of \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate, including Landlord and Operator as additional insureds on the policy as its interests may appear under this Lease. Tenant may satisfy this requirement by obtaining an appropriate endorsement to any master policy of liability insurance Tenant may maintain.
- (b) Each party will keep in force for the duration of the Lease a policy covering damages to its property at the Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.
- (c) Landlord, Operator, and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the others for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.
- 12. <u>Hold Harmless</u>. Tenant agrees to defend, indemnify and hold Landlord and Operator harmless from claims, loss, damages, judgments and expenses of any kind, including attorneys' fees arising directly or indirectly from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the negligence or intentional acts of Landlord or Operator, their employees, agents or independent contractors.
- 13. <u>Notices</u>. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

#### If to Tenant, to:

Cellco Partnership d/b/a Verizon Wireless Attn: Network Real Estate 180 Washington Valley Road Bedminster, New Jersey 07921

With a copy to:

Basking Ridge Mail Hub Attn: Legal Intake One Verizon Way Basking Ridge, New Jersey 07920

#### If to Landlord or Operator, to:

Central Iowa Water Works 4601 Westtown Parkway Suite 122 West Des Moines, IA 50266

Email: info@ciww.gov Ph: 515.305.0719

With a copy to:
The Board of Trustees
West Des Moines Water Works
1505 Railroad Avenue
West Des Moines, Iowa 50265
Email: waterworks@wdmww.com

Ph: (515) 222-3460 Fax: 515-222-3378

14. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Premises free and clear of any liens or mortgages, except those disclosed to Tenant which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord's interest in the Premises is subject to a right of reversion in favor of Operator. Operator agrees to recognize Tenant's rights under the Lease upon such reversion.

Landlord covenants that at all times during the term of this Lease, except as provided in this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

15. <u>Environmental Laws</u>. Tenant represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). Tenant shall indemnify and hold harmless the Landlord and Operator from claims to the extent resulting from Tenant's violation of any applicable EH&S Laws or to the extent that Tenant causes a release of any regulated substance to the environment. To the extent permitted by law, Landlord shall indemnify and hold harmless Tenant from all claims resulting from Landlord's violation of any applicable EH&S Laws or a release of any regulated substance to the environment, except to the extent resulting from the activities of Tenant. The parties recognize that Tenant is only leasing a small portion of

Landlord's Property and Tower, and that Tenant shall not be responsible for any environmental condition or issue except to the extent resulting from Tenant's specific activities and responsibilities. In the event that Tenant encounters any hazardous substances that do not result from its activities, Tenant may relocate its facilities to avoid such hazardous substances to a mutually agreeable location.

16. Assignment and Subleasing. Tenant may assign this Lease upon written approval of Landlord and Operator, which approval shall not unreasonably be delayed, conditioned or withheld, to any person or entity controlling, controlled by, or under common control with Tenant, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquires all or substantially all of Tenant's wireless communications assets in the FCC market in which the Property is located and assumes all obligations of Tenant under this Lease. Upon receiving such written approval by Landlord and Operator, Tenant shall be relieved of all liabilities and obligations hereunder relating to matters first arising after the date of such assignment and assumption, and Landlord and Operator shall look solely to the assignee for performance under this Lease and all obligations incurred thereafter. Tenant may not sublease the Premises or otherwise assign this Lease, except upon written approval of Landlord and Operator, which approval shall not unreasonably be delayed, conditioned or withheld.

Additionally, Tenant may, upon written notice to Landlord and Operator, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns, (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord and Operator shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagee located on the Premises, subject to the repair provisions applicable to Tenant under Section 8(c), above, except that the cure period for any Mortgagee shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 9 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant upon entering into a financing agreement. Failure by Landlord to give a Mortgagee such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagee to cure any default and to remove any property of Tenant or Mortgagee located on the Premises as provided in Section 18 of this Lease.

17. <u>Successors and Assigns</u>. This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns, provided their interests in the Property were created in accordance with the terms of this Lease.

18. Subordination of Landlord's Lien. Landlord hereby subordinates to the first Mortgagee any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Mortgagee the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Mortgagee's sole discretion and with Landlord's consent, which consent shall not be unreasonably withheld. In the event the Property is encumbered by a mortgage as of the date of this Lease, the Landlord shall request that the holder of each such mortgage execute a non-disturbance agreement, to be prepared by Tenant, and cooperate with Tenant toward such end to the extent that such cooperation does not cause Landlord additional financial liability or expense.

#### 19. Miscellaneous.

- (a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs including appeals, if any.
- (b) Each party agrees to furnish to the others, within forty-five (45) days after request, such truthful estoppel information as any other may reasonably request.
- (c) This Lease constitutes the entire agreement and the understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or misunderstandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by all parties.
- (d) If any party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other harmless from any claims for commission by such broker.
- (e) Each party agrees to cooperate with the others in executing any documents (including a Memorandum of Lease substantially in the form as attached in Exhibit "D") necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by any party.
- (f) This Lease shall be construed in accordance with the laws of the State of lowa.
- (g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties intend that the provisions of this Lease be enforced to the fullest extent permitted by applicable law. Accordingly, the parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

- (h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.
- (i) The submission of this document for examination does not constitute any offer to lease or a reservation of or option for the Premises and shall become effective only upon execution by the Tenant, Operator, and Landlord.
- (j) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- (k) The parties understand and acknowledge that Exhibit "A" (the legal description of the Property), Exhibit "B" (the Premises location within the Property) and Exhibit "C" (the Site Plan) may be attached to the Lease in preliminary form. Accordingly, the parties agree that upon preparation of final, more complete exhibits, Exhibits "A", "B" and/or "C", as the case may be, which may have been attached hereto in preliminary form, may be replaced with such final, more complete exhibit(s) as may be mutually agreed by the parties in writing.
- (I) No modification, amendment, waiver or release of any provision of this Lease or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

(Signatures on next page)

IN WITNESS WHEREOF, Landlord, Operator and Tenant have caused this Lease to be duly executed and delivered as of the day of, 20 (the "Execution Date").
OPERATOR:
City of West Des Moines, Iowa, a Municipal Corporation, by the Board of Trustees of the West Des Moines Municipal Water Works
By: [First Public Entity's Officer's Name] [Officer Title]
Second Public Entity's Officer's Name] [Officer Title]
LANDLORD:
The Board of Trustees of the Central Iowa Water Works
By:  [First Public Entity's Officer's Name]  [Officer Title]  By:  [Second Public Entity's Officer's Name]  [Officer Title]
TENANT:
Cellco Partnership d/b/a Verizon Wireless
By:
Name:
Title:
Date:

#### **EXHIBIT "A"**

#### **Legal description of the Property:**

A parcel of land in and forming a part of GOVERNMENT LOT 3 and GOVERNMENT LOT 4, Section 3, Township 78 North, Range 26 West of the 5th P.M. West Des Moines, Dallas County, Iowa, more particularly described as follows:

Commencing at the Southwest Corner of said GOVERNMENT LOT 3: thence N82 25'42"E along the South line of said Government Lot 3, a distance of 129.93 feet to the Point of Beginning; thence N82 25'42"E along the South line of said GOVERNMENT LOT 3, a distance of 790.00 feet to a point along the South Right-of-Way line of the Union Pacific Railroad; thence N64 03'40"W along the South Right-of-Way line of the Union Pacific Railroad, a distance of 1326.97 feet to a point on the East Right-of-Way line of Waco Place; thence S0I 08'09"W along the East Right-of-Way line of Waco Place, a distance of 44.06 feet; thence S64 03'40E, a distance of 478.90 feet, thence S02 36' 17"W, a distance of 431.44 feet to the Point of Beginning, containing 4.68 acres more or less, subject to all easements and restrictions of record.



CORE/0762186.3460/180749464.9

#### **EXHIBIT "B"**

### **Description of Premises Within the Property:**

[Full Legal or Technical Description or Accurate Drawing of the Premises Within the Property:]



### Exhibit "C"

## Site Plan

## [Drawn Site Plan]



#### **EXHIBIT "D"**

#### **Memorandum of Lease**

After recording, please return to:

West Des Moines Water Works 1505 Railroad Avenue West Des Moines, Iowa 50265

TEL.: (515) 222-3460 FAX: 515-222-3378

Email: waterworks@wdmww.com

A Tower Lease between the Central Iowa Water Works, a municipal entity exercising certain joint powers of its constituent members pursuant to Iowa Code chapter 28E (CIWW), by the Board of Trustees of the CIWW ("Landlord"), and by the Board of Trustees of the West Des Moines Water Works ("DMWW") as the agent of the Landlord ("Operator"), and Cellco Partnership d/b/a Verizon Wireless ("Tenant") was made regarding the following premises:

#### See attached Exhibit A

The date of execution of the Tower Lease with Option was the \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_ ("Lease"). Subject Lease is for a Preliminary Term beginning on the Effective Date and ending on the Commencement Date, then a Term of five (5) years, which Term will commence on the first day of the month after Tenant begins installation of Tenant's communications equipment on the Premises, or on the 365<sup>th</sup> day from the Effective Date, whichever occurs first (either, the "Commencement Date"),and shall terminate at midnight on the last day of the month in which the 5<sup>th</sup> anniversary of the Commencement Date shall have occurred, unless subsequently renewed. Tenant shall have the right to extend this Lease for five additional five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum on the day of, 20
,
CENTRAL IOWA WATER WORKS A MUNICIPAL ENTITY EXERCISING JOINT POWERS UNDER IOWA CODE CHAPTER 28E BY THE BOARD OF TRUSTEES
By:  [First Public Entity's Officer's Name]  [Officer Title]
By: [Second Public Entity's Officer's Name] [Officer Title]
OPERATOR:
CITY OF WEST DES MOINES, IOWA A MUNICIPAL CORPORATION BY THE BOARD OF TRUSTEES OF THE WEST DES MOINES WATER WORKS  By:
[First Public Entity's Officer's Name][Officer Title]
[Second Public Entity's Officer's Name] [Officer Title]
TENANT:
CELLCO PARTNERSHIP d/b/a Verizon Wireless

By:		
Name:		
Title:		
Date:		

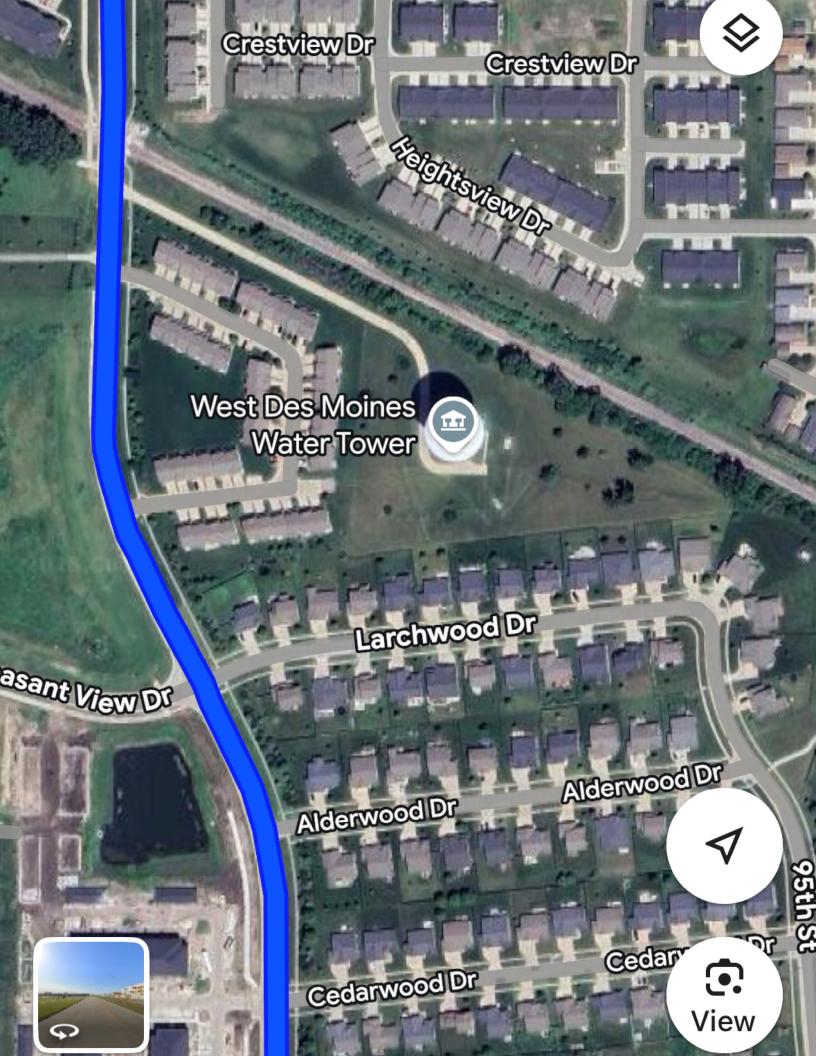
## [NOTARY CERTIFICATIONS NEXT PAGE]



STATE OF IOWA	:
	: SS
COUNTY OF	:
and for the said State, personally appear	before me, the undersigned, a Notary Public in red [First Public Entity's Officer's Name] Entity's Officer's Name], to
me personally known, who being by me Title] and [Officer Title] Name], a [Land, executing the attached, that no seal has been procured; that the instru Name] by auth; and that [First Public and [Second Public Entity's Officer's Name acknowledged the execution of the forego	duly sworn, did say that they are the [Officer, respectively, of the [Landlord's dlord's Type Of Entity] within and foregoing instrument to which this is d by the [Landlord's Name] ment was signed on behalf of the [Landlord's lority of its [Short Title of Governing Body]
	W. C. D. W. W. L. C. 1101.1
	Notary Public in and for said State.
STATE OF IOWA	: : ss
COUNTY OF	:
and for the said State, personally appear	before me, the undersigned, a Notary Public in red [First Public Entity's Officer's Name] Entity's Officer's Name], to
me personally known, who being by me Title] and [Officer Title], a [Ope	duly sworn, did say that they are the [Officer , respectively, of the [Operator's erator's Type Of Entity]
attached, that no seal has been procured	
Name] by auth	ment was signed on behalf of the [Operator's ority of its [Short Title of Governing Body] Entity's Officer's Name]
and [Second Public Entity's Officer's Nar acknowledged the execution of the foreg	
	Notary Public in and for said State.

STATE OF		:			
COUNTY OF	: SS -	:			
On, public, personally appeared	20,	before		rtnership d/b/a Ve	, notary
personally known to me (or prove person whose name is subscribe she/he executed the same in he on the instrument the person, executed the instrument.  WITNESS my hand and of	ed to the er/his au or the	e on the within i uthorized entity u	basis nstrum I capa	of satisfactory evic nent and acknowle city, and that by h	lence) to be the dged to me tha er/his signature
			Notary	Public in and for s	aid State.

4903-6724-9238-1\11336-000





# CENTRAL IOWA WATER WORKS BOARD OF TRUSTEES ACTION ITEM FORM

Meeting Date: September 24, 2025

**ITEM NUMBER: 7C** 

**SUBJECT:** 7C. Motion – Authorizing Executive Director to sign AE2S Task Order 2025-1 for General Engineering and Program Management Services in the Amount of \$101,500

#### **SUMMARY:**

This task order was recommended to be presented to the board by the Technical Committee and the Finance and Audit Committee.

This Task Order is to provide Program Management and General Engineering Services to support coordination across multiple member agencies, managing capital improvement planning and implementation, and providing on-call technical expertise. This task order also includes strategic oversight, stakeholder engagement, and quality assurance to ensure the efficient and cost-effective delivery of critical regional water system projects across CIWW's service area.

General Engineering Services. AE2S will assist CIWW with overall program coordination, engineering design and analysis, permitting and easement support, stakeholder and public engagement, development of a program management plan, and standardized specifications. Services also include support for consultant selection, contract oversight, quality control, regulatory compliance, and preparation of materials for committee, board, and legislative activities.

Samples of Items included in this include:

Standardized Front-End Documents. The Task Order includes standardizing front-end documents for projects that are contracted in the name of Central Iowa Waters Works. This will create a library of standardized documents that have been reviewed by our legal counsel for member agencies and contractors to use when completing projects for benefit of the CIWW. These documents will follow EJCDC standards and will be developed in consultation with the contracting agencies. Standardizing the documents will mitigate risks for CIWW and establish a uniform process for SRF-funded and other expansion or joint capital projects contracted in the name of CIWW. Front-end documents include project specifications, administrative conditions, and contract forms prepared before the detailed engineering and construction phases, establishing the project's scope, rules, and procedures.

Viability Assessment. The Drinking Water State Revolving Loan program has requested an aggregated Viability Assessment for CIWW's member agencies to fund projects in the name of CIWW. This task order allocates funding for a Viability Assessment that synthesizes information from each of our twelve member agencies into a comprehensive document.

#### **FINANCIAL IMPACT:**

Financial Impact. This is a \$101,500.00 hourly services task order provided on an as-requested basis. If CIWW does not request services to be provided, then this money will not be spent.

### RECOMMENDED ACTION BY THE BOARD OF TRUSTEES:

Authorizing Executive Director to sign AE2S Task Order 2025-1 for General Engineering and Program Management Services in the Amount of \$101,500.

Prepared by: Madsen

#### TASK ORDER NO. 2025-1

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated June 25, 2025, Owner and Engineer agree as follows:

#### 1. TASK ORDER DATA

a.	Effective Date of Task	September 24, 2025
	Order:	
b.	Owner:	Central Iowa Water Works
c.	Engineer:	Advanced Engineering and Environmental Services, LLC
d.	Specific Project (title)	Program Management and General Engineering Services
e.	Specific Project (description):	This Task Order is to provide Program Management and General Engineering Services to support coordination across multiple member agencies, managing capital improvement planning and implementation, and providing on-call technical expertise. This task order also includes strategic oversight, stakeholder engagement, and quality assurance to ensure the efficient and cost-effective delivery of critical regional water system projects across Owner's service area.
f.	Related Task Orders	N/A

#### 2. BASELINE INFORMATION

**Baseline Information.** Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title: Program Management and General Engineering Services

#### 3. SERVICES OF ENGINEER ("SCOPE")

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:
  - Phase 120 Program Management and General Engineering Services
    - o General Engineering Services
      - Engineering Designs and Analyses: Prepare engineering designs and related analyses, including technical memorandums, detailed plans, specifications, and cost estimates as required by the Owner.

- Provide services related to permitting and easement development, including legal description development, landowner negotiations, permit applications, and permit status administration.
- Stakeholder Meetings Support: Assist in preparing reference materials and presentations for stakeholder meetings and attend as required.
- Develop a Program Management Plan
  - Governance and Organizational Structure
    - Roles and responsibilities of Engineer and Owner
    - Decision-making framework
    - Coordination with member agencies
  - Communication and Stakeholder Engagement
    - Internal communication protocols
    - External stakeholder engagement strategy
    - Public communication and transparency measures
  - Data Management and Information Sharing
    - Data collection, integration, and standardization
    - Security and confidentiality protocols
    - Reporting and performance tracking
  - Program and Project Scheduling
    - Near-term priorities and quick wins
    - Long-term milestones and phasing
    - Risk management and contingency planning
    - Project phasing plan development
  - Performance Monitoring and Continuous Improvement
    - Regular reporting and progress updates
    - Process optimization and adaptive management
- Consultant Selection Support
  - Assist in the development of Requests for Qualifications (RFQs) and Requests for Proposals (RFPs)
  - Facilitating Selection Committees
  - Proposal Reviews and Scoring
  - Interview Coordination and Evaluation
- Provide support, coordination, and management of the Member Agencies' external consultants as requested by Owner.
  - Contract Oversight
  - Performance Monitoring

- Stakeholder Coordination
- Quality Control and Peer Review
- o Support for Regulatory review, permitting, and State and Federal Agency Reporting
  - Coordination and support of contract operators
  - Ensure contract operators are providing necessary documents and reports accurately to State and Federal agencies.
  - Monitoring and tracking the status of regulatory approvals and required permits for on-going projects.
  - Provide local support of any operational needs related to the current infrastructure owned by the Owner.
- Develop Standardized Front-End Specifications
  - Develop front-end specifications in EJCDC format that can be used by consultants selected to complete bidding documents for CIWW.
  - Coordinate with CIWW legal counsel on the preferred supplementary conditions of the specifications.
  - Technical Committee coordination and iterative review of the standardized front-end specifications.
- o Historical Document Review and Collective Planning Guidance.
- o Provide administrative support to prepare documents and assist staff with developing and reproducing documents and planning meetings.
- Provide management support for preparation and attendance of monthly committee and board meetings as well as other requested meetings.
- Provide support and develop required materials as requested by Owner for any stakeholder meetings.
- O Provide management support for the preparation of materials requested ahead of legislative sessions.
- Provide Owner with the budget status of this task order on a monthly basis.
   Engineer shall provide an email alert to the Owner when the percent of contract spent for this task order exceeds 90 percent of the total contract budget.
- Phase 121 Financial Services
  - o Complete and submit funding applications
    - Prepare documentation to support funding requests.
    - Review funding applications and loan documentation.
    - Provide supporting documents for funding applications.
    - Assist Owner with the management of any State Revolving Fund (SRF) loan applications.
  - Capital Accounting and Financial Reporting
    - Update actual construction and contracted amounts to date for each project.

- Revise cost estimates as information is provided and during buildout of projects.
- Develop project implementation strategies.
- Prepare and submit monthly reports.
- o Complete the Viability Assessment as required by SRF.
  - Compile the Viability Assessments that were completed by CIWW Member Agencies previously.
  - Coordinate with SRF as required to complete a Viability Assessment that is acceptable to the agency for project funding.
- B. All of the services included above comprise basic services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.
- C. The services stated in this Task Order will be performed only upon prior authorization by the Owner's Executive Director or their Designated Representative.
- D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

#### 4. TAKS ORDER SCHEDULE

A. As Owner requests services, Engineer shall complete services in a reasonable time. This Task Order will expire on December 31, 2025.

#### 5. ADDITIONS TO OWNER'S RESPONSIBILITIES

A. Owner shall have those responsibilities set forth in Article 2 of the Agreement, and the following supplemental responsibilities that are specific to this Task Order: None

#### 6. TASK ORDER SCHEDULE

A. In addition to any schedule provisions provided above or elsewhere, the parties shall meet the following schedule: None

#### 7. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Agreement.
- B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services	\$101,500.00	
a. Program Management and General Engineering (Phase 120)	\$ 88,000.00	Hourly
b. Financial Services (Phase 121)	\$ 13,500.00	Hourly
2. Resident Project Representative Services*	N/A	N/A
TOTAL COMPENSATION (items 1 and 2)	\$101,500.00	
		_
3. Additional Services under Section 3.D above	(N/A)	

C. Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered.

## 8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

ISG, Inc. 217 E 2nd St Suite 110 PO Box 2437 Des Moines, IA 50309

#### 9. ATTACHMENTS: NONE

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Agreement and its exhibits and appendices, which Agreement, exhibits, and appendices are incorporated by this reference.

**OWNER:** 

Central Iowa Water Works

By:

Date: Name: Title:

Address for giving notices: Central Iowa Water Works 4601 Westown Parkway, Ste 122 West Des Moines, Iowa 50266

**Designated Representative:** 

Name: Tami Madsen
Title: Executive Director

**Address:** 

4601 Westown Parkway, Ste 122 West Des Moines, Iowa 50266

Phone: (515) 305-0719 Email: tmadsen@ciww.gov **ENGINEER:** 

Advanced Engineering and Environmental Services, LLC

By:

Date:

Name: Brian R. Bergantine Title: Project Quality Director

Address for giving notices:

Advanced Engineering and Environmental Services, LLC 4050 Garden View Drive, Suite 200

Grand Forks, ND 58201

**Designated Representative:** 

Name: Dustin Schultz, PE Title: Program Manager

Address:

4170 28<sup>th</sup> Avenue South Fargo, ND 58104

**Phone:** (701) 364-9111

Email: Dustin.Schultz@ae2s.com



# CENTRAL IOWA WATER WORKS BOARD OF TRUSTEES ACTION ITEM FORM

Meeting Date: September 24, 2025

**ITEM NUMBER: 7D** 

**SUBJECT**: Motion – Award the Central Iowa Water Works (CIWW) Saylorville Water Treatment Plant (SWTP) Hickman Road Feeder Main Contract to On Track Construction, LLC., in the Amount of \$5,039,045 and Authorize the Chairperson and Executive Director to Execute the Contract.

#### **SUMMARY:**

In July 2025, the Board authorized staff to solicit bids for the CIWW SWTP Hickman Road Feeder Main and set the Public Hearing for September 2025. Bids were received on September 3, 2025. Plans, specifications, and contract documents were made available to prospective bidders, and four bids were received.

This transmission project supports the 10 MGD expansion at the SWTP. The Hickman Road Feeder Main will connect existing feeder mains at Merle Hay Road and at 70th Street & Wilshire Boulevard, improving transmission capacity from the SWTP and the Tenny Standpipe to the western portions of the distribution system. The project includes approximately 5,000 linear feet of 24-inch ductile iron main, connections to existing 30-inch and 36-inch prestressed concrete cylinder pipe (PCCP) water mains, associated appurtenances, disinfection, pressure testing, and ancillary pavement, traffic control, utility relocations, and restoration.

The engineer's estimate was \$5,500,000.

<u>Bidder</u>	Base Bid Total
On Track Construction, LLC.	\$5,039,045.00
S.M. Hentges & Sons, Inc.	\$5,695,000.00
S.J. Louis Construction, Inc.	\$5,981,234.50
Reilly Construction Co., Inc.	\$6,818,641.75

#### **FINANCIAL IMPACT:**

Funding will be provided through an Iowa State Revolving Fund (SRF) loan

#### RECOMMENDED ACTION BY THE BOARD OF TRUSTEES:

Award the CIWW SWTP Hickman Road Feeder Main Contract to On Track Construction, LLC., in the Amount of \$5,039,045 and Authorize the Chairperson and Executive Director to Execute the Contract.

## **BOARD REQUIRED ACTION:**

- 1. Public Hearing opened by Chairperson for comments on the form of contract, plans and specifications, and estimated cost; Chairperson closes hearing.
- 2. Resolution to adopt the form of contract, plans, and specifications, and estimated cost.
- 3. Analysis of bids received.
- 4. Motion to award the contract to On Track Construction, LLC. in the amount of \$5,039,045 and authorize the and authorize the Chairperson and Executive Director to execute the contract.

Prepared by: \_\_\_\_\_





CIWW SWTP HICKMAN ROAD FEEDER MAIN



#### Water Shortage Plan Implementation Review Updated through September 19, 2025

#### August

- Survey Closed
- Results Compiled and Communicated to Executive Committee

#### September

- Individual Meetings Conducted
- •General Focus Groups Meet
- Communications Professionals
- City Managers
- Emergency Managers
- •General Participants

#### October

- Executive Committee Meets to Review Water Shortage Plan Implementation and Early Reports from September Meetings
- •Technical Committee Subgroup Meets
- First Draft Outcomes Report Developed
- Full Technical Committee Meets
- Second Draft Outcomes Report to Technical Committee and Executive Committee
- Consider other outcomes as the are recognized in the process
- Technical Committee Meets October TBD, Executive Committee Meets October 13, Board Meets October 22

#### November

- Early November Recommendations from Second Draft Outcomes Report to:
- •Executive Committee
- •Communications Professionals Group
- •Technical Committee
- City Managers Group
- Board of Trustees
- Consider other outcomes as the are recognized in the process
- Executive Committee Meets November 10, Technical Committee Meets November 12, Board Meets November 19

#### December

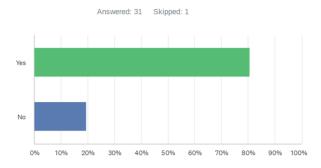
- Draft General Communications Plan
- Present Early Draft Supplementary Operating Procedures for Water Shortage Plan incorporating feedback from survey, individual meetings, focus groups, and committees to Board of Trustees
- Draft Communications plan during implementation for CIWW roles and Member Agency roles
- •Clarifying language for responsibilities during Stages I, II, III, and IV
- •Standardization recomendations for operations among member agencies
- Consider other outcomes as the are recognized in the process
- Executive Committee meets December 8, Technical Committee meets December 10, Board Meets December 17

#### Early 2026 and Ongoing

- Implement CIWW General Communications Standards and Plans
- Consider other outcomes as the are recognized in the process
- Refine and Implement Recommendations with Continuous Performance Monitoring by Technical Committee, Executive Committee, and/or Board of Trustees

#### Survey Completed

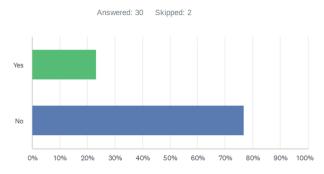
Q2 Did your satisfaction with the communication level during the event increase as the event evolved?



ANSWER CHOICES	RESPONSES	
Yes	80.65%	25
No	19.35%	6
TOTAL		31

80% (25 of 31) of respondents provided that their satisfaction increased with the communication level as the event evolved.

Q10 Would you like to be contacted concerning your responses?



ANSWER CHOICES	RESPONSES	
Yes	23.33%	7
No	76.67%	23
TOTAL		30

Thirty people responded to Question 10: Would you like to be contacted concerning your responses?

Seven responded yes, those respondents were contacted in September.



#### September Schedule

Individual Meetings Resulting from Survey- By Appointment

Eight appointments

**After Action Review Groups** 

Communications Professionals – September 22

Thirteen Participants Invited – Each member agency is represented

Central Iowa Water Works Member Agency City Managers – September 23 or 26 (Rescheduled to October due to Scheduling Issues)

Mike Schrock, Interim City Manager, City of Ankeny

Matt McQuillen, City Manager, City of Clive

Jake Anderson, City Administrator, City of Grimes

Mike Pogge-Weaver, City Administrator, City of Johnston

Luke Nelson, City Manager, City of Norwalk

Chelsea Huisman, City Manager, City of Polk City

Brad Deets, City Administrator, City of Waukee

Emergency Manager Group – Scheduling in progress

A.J. Seely, Dallas County

Mitch Johnson, Madison County

A.J. Mumm, Polk County

Brett McIntyre, Polk County

Miranda Chadwick, Warren County

Mixed Group – September 22 or 29

Participants are included based on interest expressed through survey responses

**Executive Committee** 



#### October Schedule

Technical Committee Meets TBD

**Executive Committee Meets October 13** 

**Board Meets October 22** 

Executive Committee Meets to Review Water Shortage Plan Implementation and Early Findings

Technical Committee Subgroup meets to debrief and discuss early findings.

First Draft of Outcomes Report

Full Technical Committee meets to debrief and discuss early findings.

Second Draft Outcomes Report to Technical Committee and Executive Committee

Consider other outcomes as they are recognized in the process

November Schedule

**Executive Committee Meets November 10** 

Technical Committee Meets November 12

**Board Meets November 19** 

Early November - Recommendations from Second Draft Outcomes Report to:

**Executive Committee** 

Communications Professionals Group

Technical Committee

City Managers Group

**Board of Trustees** 

Consider other outcomes as they are recognized in the process

December Schedule

**Executive Committee meets December 8** 

Technical Committee meets December 10

**Board Meets December 17** 



#### December Goals:

Draft General Communications Plan

Present early draft recommendations for supplementary operating procedures for Water Shortage Plan incorporating feedback from survey, individual meetings, focus groups, and committees to Board of Trustees

Draft Communications plan during implementation for CIWW roles and Member Agency roles

Clarifying language for responsibilities during Stages I, II, III, and IV

Standardization recommendations for operations among member agencies during implementation of Water Shortage Plan

Consider other outcomes as they are recognized in the process

Early 2026 and Ongoing

Implement CIWW General Communications Standards and Plans

Refine and Implement Recommendations with Continuous Performance Monitoring by Technical Committee, Executive Committee, and/or Board of Trustees



## **CIWW WATER INFRASTRUCTURE**

CIWW is composed of 12 communities, utilities, and rural water providers. It is a multi-jurisdictional agency that shares ownership of water treatment and production for more than 600,000 central lowans in urban, suburban and rural counties.

**CURRENT CIWW** TREATMENT CAPACITY:

134.5 MGD

**PROJECTED CIWW DAILY DEMAND BY 2050:** 

208 MGD

### **Existing CIWW Infrastructure & Assets**

#### **SOURCES OF SUPPLY**

- Raccoon River Intake
- Des Moines River Intake
- Infiltration Gallery
- Saylorville Lake Storage Rights
- L.D. McMullen WTP Shallow Alluvial Wells
- Maffitt Reservoir and Grounds
- Crystal Lake
- Purple Martin Lake Water Resource Area\*

- Hallett Lake\*
- Saylorville WTP Radial Collector Wells
- A.C. Ward Jordan Aquifer Wells
- A.C. Ward Alluvial Aquifer Wells
- Polk City Shallow Alluvial Aquifer Wells
- Grimes Jordan Aquifer Wells
- Grimes Alluvial Aguifer Wells
- Urbandale Raw Water Quarries\*

## **WATER TREATMENT PLANTS (WTP)**

- Fleur Drive WTP L.D. McMullen WTP Saylorville WTP
- A.C. Ward WTP Grimes WTP Polk City WTP





#### LABORATORY AT FLEUR DRIVE WTP



#### **GROUND STORAGE RESERVOIRS (GSR), AQUIFER STORAGE** & RECOVERY (ASR), WATER TOWERS & STANDPIPES

- L.P. Moon GSR Polk County GSR Army Post Road ASR Well L.P. Moon ASR Well
- L.D. McMullen ASR Well 98th Street Tower Tenny Standpipe



#### **BOOSTER / PUMPING STATIONS**

- Des Moines River L.P. Moon Polk County
- Join Maffitt Lake NW 26th St. Xenia/Waukee at L.P. Moon



Ankeny ASR Wells • Waukee ASR Well • Grimes ASR Well

## **INVESTMENTS IN SYSTEMWIDE RESILIENCY**



WTP

1994 Ankeny **ASR #1** 

L.D. McMullen commissioned

2000

**Grimes WTP** commissioned

2010 **Ankeny ASR #2** 

2004 L.P. Moon ASR

Development of off-river storage lakes, including Crystal Lake, for nitrate removal treatment at L.D. McMullen WTP

> 2006 L.D.

McMullen Treatment Plant ASR

Grimes ASR

2014

2011

WTP

Saylorville

commissioned

2016

Plan

Army

Tested

Post ASR

Wetlands

project at

9/2016-

8/2019

**DMWWPark** 

Nitrate

Management

2017

Renewed regionalization discussions

Des Moines River Wellfield study begins, still refining results

> **Grimes WTP RO** Expansion commissioned

2021

**DMWW** 

CIWW

resolution

signs founding

2020 Weekly meetings concerning regionalization 2022

resolution

2023

Expansion Design

> 12 member agencies vote to become CIWW founding members

Waukee ASR

WDMWW and Urbandale sign founding CIWW

Savlorville WTP 10 MGD 2024

CIWW becomes recognized entity

2025

CIWW becomes operational

Board of Trustees receives and files Future Production Study Report (January)

City of Grimes constructing ground storage tank

RFQ issued for Nitrate Removal Facility Study

City of Grimes WTP Expansion **Design Begins** 

New West WTP Design Begins

2026 Ankeny

**ASR #3** 

2027 Urbandale **ASR** 

**DMWW** ASR

WDWW **ASR** 

adding 12 MGD of treatment 2030

2032

West WTP

expansion

**Grimes WTP** expansion from 5.2 MGD to 8.5 MGD projected

completion

Saylorville III WTP Design

2045

Expansion (expected)



<sup>\*</sup>Available as a future source

#### CENTRAL IOWA WATER WORKS 2026 STATE LEGISLATIVE PRIORITIES

- Restore the direct \$500,000 allocation to lowa's Water Quality Information
  System to prevent the drastic reduction of nitrate and other water quality
  information sensors from eighty (80) to twenty (20) in 2026. Timely and
  accurate date is the first, necessary component to addressing lowa's current
  and future water quality challenges.
- Support new state funding for additional conservation agronomists and watershed coordinators in the Agriculture and Natural Resources budget to support producers and landowners adopting water quality and conservation practices in every watershed statewide.
- Request current state Water Quality Initiative (WQI) allocations be formally
  designated a priority for projects in nitrate heavy watersheds and other like surface
  drinking water sources. WQI resources should be devoted to source water
  protection and improvements in areas having the most impact on the production of
  drinking water.
- Support a direct allocation for use by water production public entities to construct or expand nitrate removal facilities for the production of drinking water.



DATE: September 19, 2025

TO: CIWW Board

FROM: Jody E. Smith, Board Chair

SUBJECT: Nominating Committee

Article X, Section 4 of the CIWW 28E/28F reflects the following as to the annual appointment, by the Board Chair, of a Nominating Committee:

Section 4. <u>Nominating Committee</u>. 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.

The following CIWW Trustees have agreed to serve as members of the **2025 Nominating Committee**:

- Tom Cope; Johnston (an elected official from a Member Agency)
- Sue Huppert; Des Moines Water Works (appointed by Member Agency water utility board)
- Jake Anderson; Grimes (a staff member from a Member Agency)

With the Board Officers (Chair, Vice-Chair and Secretary) being elected, at the initial Board meeting, for terms expiring December 31, 2026 the 2025 Nominating Committee (as was the 2024 Committee) will be tasked with recommendations as to Executive and Finance Committee members who are to be selected at the Annual Meeting each year (December).