



City Administrator & Staff Update

2024.03.22

- **Beaverdale:** We met with representatives from the three subdivisions this past Tuesday to once again urge them to find a solution to their watermain issues and have their HOA boards make a determination ASAP. Rural water attended as well, and they may be a good route for the subdivision to take. They would take over the system, install new lines and be responsible for the final maintenance. This could cost an estimated \$6-10,000 per home. Rathburn would continue to buy the water from the City of West Burlington. They may request an extension (at the new rate – 150% over what our residents pay). They have made some minimal progress in the last year, but our message has been consistent. Fix the lines, rates will be going up, etc. Their respective HOA boards should have the ability to assess each property. The SRF loan is still a possibility for them as well should they wish to install their own water lines (info attached).
- **Budget PPT:** Based on Wednesday's council meeting we will be finalizing the budget documents and presentation. The amendment is nearly complete as well and will follow the budget adoption. April 3rd is the presentation. Adoption is on April 24th.
- **IMMI:** Reminder that IMMI is March 27th-29, and the Iowa Employment conference is April 3rd and 5th.
- **Pool:** We may yet be looking for a pool manager. Our one prospect appears to be headed another route and we have had no further applicants. Earlier applicants are not ready to take on this role.
- **USDA:** I met with USDA reps on March 20th to discuss another loan/grant opportunity to consider for the force main project. I will get signed up on their system and continue to investigate/discuss this option.
- **Alice Place:** The permit has been submitted preliminary plans (not complete) have been submitted and our building department has been in contact with the contractor on the project to discuss a few items. Nice to see this project moving forward!
- **School Water Main:** Attached are the costs associate with the work done at the school. Cooperation is a good thing and they have historically reimbursed us for our materials and equipment, but not our labor. We need to discuss this with the school district as their capital budget should allow them to contract out for these repairs. Our water utility is not designed to cover the school district's infrastructure costs.

IT (Newberry)

- This week we had our certificate server crash and needed to be fixed. I worked on it and was able to get it back up. This server deals with all authentications on our network and everyone would have started to drop off the network if it didn't get fixed.
- I also reestablished configuration with our IDS from dark trace this week and went through log collections to see if anything out of the normal is happening. It seems everything is running fine. I am also deploying a server this week for 3.50 a month to run a program that checks if office 365 links are being run through a proxy. If it is it will change the image and tell you not to enter your password. I hope this works as the new way is to steal cookie information which bypasses Multifactor authentication.
- I also stayed after one night to reboot all the servers and was able to restart every server but the domain controller that runs the public share due to having a P&Z meeting that night. I didn't want to take it down if Kelly needed to retrieve a document. If you have any questions feel free to reach out to me.

Police/Fire (Logan)

- Still have the PD K9 fundraising going on. Still plenty tickets left so if anyone wants one let me know.
- Went to a meeting last week and talking about burn bans. County drafting up a plan that anytime national weather service issues a red flag warning a Burn Ban will automatically go in effect while the warning is out.
- I was contacted last week, and we are having an ISO audit at the Fire Department on April 9th.
- I drove by Borgi last week and looks like some work is going on. Wondering if we should do some walk through soon?
- After the big rainstorm over a week ago, looks like the roof at the Fire Department is still leaking. Going to look at the gutters and see what we can do.

Building (Crooks)

Here are my weekly updates.

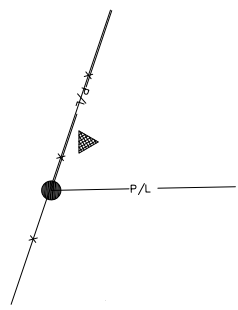
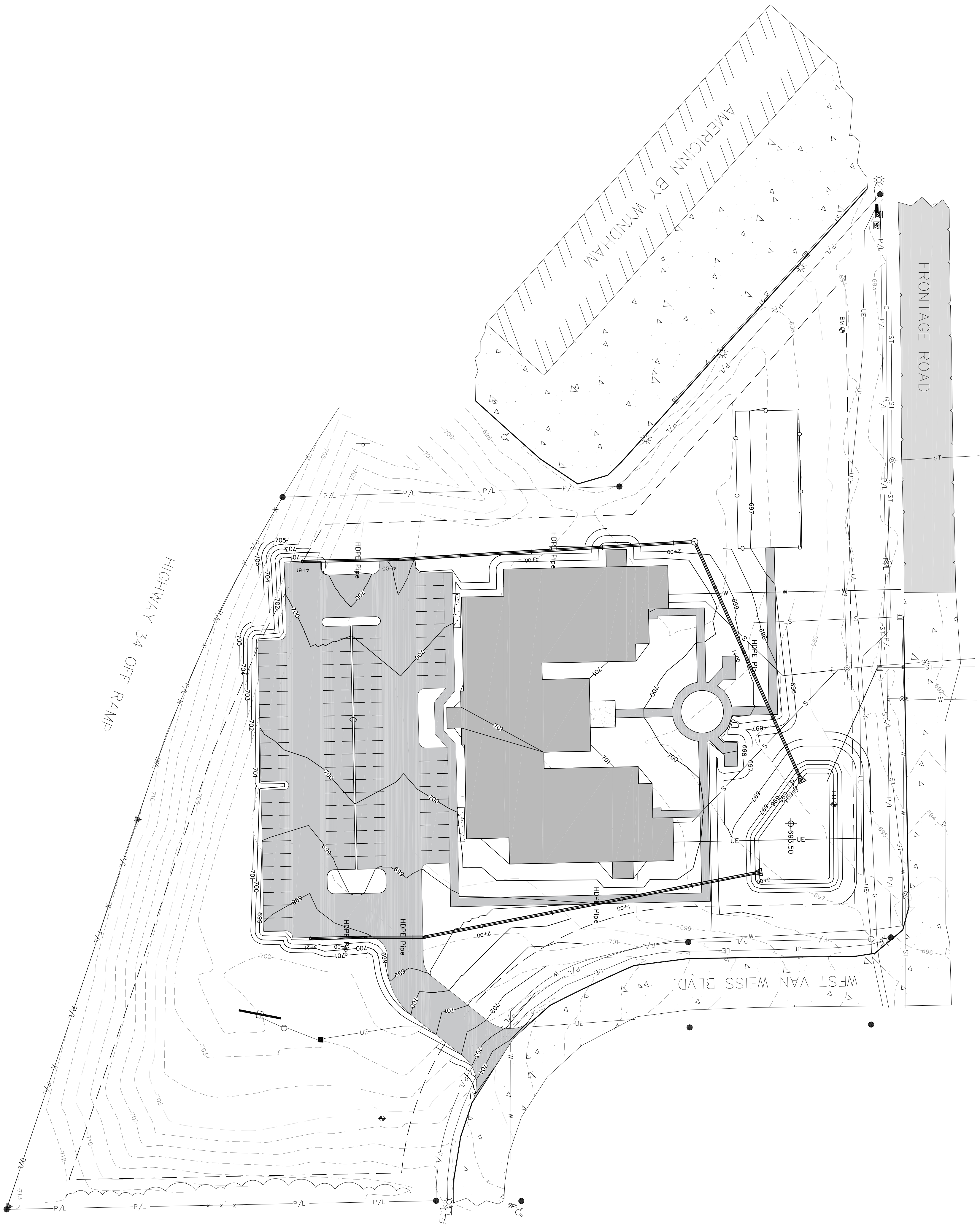
1. Completed underground plumbing inspection at SCC Safe Room project
2. Completed Final inspection of Alteration to 305 W. Van Weiss
3. Completed inspection of and issued new Business License at 1212 Broadway Street
4. Completed follow up on ongoing nuisance violations. Several residents have reached out to let me know their nuisances are removed or advising they have a plan to correct
5. Reviewed and approved plans for new building permits
6. Attached are reports from iWorQ for the past week

City Clerk (Fry)

Finance (Moore)

Public Works (Brissey)


- Water lab
- Sewer lab
- Lift station rounds.
- Parks and Broadway trash and recycling
- Locates
- Serviced trucks and squad cars
- OSHA training
- Sign maintenance
- Backhoe training
- Building maintenance and clean up.
- Street sweeping
- Manhole repair
- Working on water valve replacement
- Dirt work
- 2.5 inches of rain and hail in 3 hours led to major flooding and pumping of sewers.
- Coffee shop meter fell over had to have alliant kill power and replace meter head.
- Meeting with engineers 'DOT and contractors non trail project working throw issues
- See attachment with photos from last week's rain event



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UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS THE EXISTENCE OF WHICH IS AT PRESENT NOT KNOWN. ANY SUCH UNDISCOVERED UTILITIES OR STRUCTURES, WHEN SHOWN OR NOT SHOWN, WILL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR.

WEST BURLINGTON APARTMENTS FRONTAGE ROAD BURLINGTON ILLINOIS 60010		IF THIS DRAWING IS PLOTTED LESS THAN 22x36 IN SIZE, IT IS A REDUCED PLOT - SCALE SHOULD BE ADJUSTED ACCORDINGLY						NO.	
		THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEARS ON THIS SHEET ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PAGE, AND DISCLAIMS (PURSUANT TO SECTION 327.411 RSMo) & (PURSUANT TO 225 ILCS 325/PROFESSIONAL ENGINEERING PRACTICE ACT OF 1989) ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED PROFESSIONAL RELATING TO OR INTENDED TO BE USED FOR ANY PART, OR PARTS OF THE PROJECT TO WHICH THIS PAGE REFERS.						REVISION	DATE
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MECO
Architectural &
Engineering, LLC

NOT FOR
CONSTRUCTION



February 20, 2024

Dear Subdivision Trustee:

The city requests a meeting with subdivision trustees on Tuesday, March 19th, 2024, at 3:00 p.m.

This meeting is intended to discuss subdivision infrastructure concerns and the water supply contract.

Tentative Agenda:

- Subdivision/s update on design and funding improvements to its internal infrastructure,
- Discuss terms and conditions for the *potential* continuation of the Water Purchase Agreement which expires on June 30, 2024, and
- Discuss potential rate changes effective July 2024.

This letter also serves as formal notice that the City of West Burlington does not intend to renew the Water Purchase Agreement at its expiration on June 30th, 2024, unless the City and all three Subdivisions can come to new terms and conditions and all three subdivisions have committed to a plan to improve their internal water infrastructure within an agreed upon timeframe.

Providing customers with safe and affordable drinking water is a necessary but costly endeavor. The city is authorized but not required to provide services to properties beyond its city limits.

If you have questions or concerns, please contact the City of West Burlington at (319)752-5451 or email City administration Gregg Mandsager at mandsagerg@westburlingtoniowa.gov.

Sincerely,

Gregg Mandsager
City Administrator
City of West Burlington

AMENDED AND SUBSTITUTED WATER PURCHASE AGREEMENT

This amended and substituted agreement for the sale and purchase of water is entered into on the 1st day of July 2024, by and between the City of West Burlington, Iowa (hereinafter referred to as "Seller") and the Trustees under Trust Indentures for Westwood Hills, Beaverdale and Woodsman Subdivisions (hereinafter referred to as "Purchaser"); and,

WHEREAS, the Seller owns and operates a water supply distribution system with a capacity capable of serving the present customers of the Seller's system and the estimated users to be served by the Purchaser; and,

WHEREAS, Seller and Purchaser entered into a Water Purchase Contract on the 23rd day of June 1989, which contract has been amended; and

WHEREAS Seller and Purchaser desire to enter into an Amended and Substituted Water Purchase Agreement.

NOW, THEREFORE in consideration of the foregoing and the mutual agreements hereinafter set forth, Seller and Purchaser agree as follows:

1. Seller shall provide the Purchaser at the points of delivery, hereinafter specified, at the main water meter of each subdivision, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable standards of local, state and federal agencies and entities having regulatory jurisdiction with regard thereto, in such quantity as may be required by Purchaser not to exceed three hundred (300) gallons per minute or four hundred thousand (400,000) gallons per day.
2. Seller shall furnish water to the Purchaser at a reasonably constant pressure. If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire, and use of water to fight fire, earthquake, or other catastrophe shall excuse the Seller from this provision for such reasonable period of time, as may be necessary to restore service. An "emergency" is defined as any condition in which the volume, pressure, or quality of water provided to the Purchaser is impaired or can reasonably be expected to become impaired unless the condition is remedied. Planned improvements to the distribution system for the sole purpose of enhancing fire suppression service shall be considered non-emergency improvements.
3. Seller shall own and maintain the existing water main from the West Burlington city limits to the points of delivery (water meter pits) at the subdivisions enumerated herein. The Seller is responsible for maintaining such water main at its own expense. The Seller shall not charge such expenses to the distribution system escrow accounts as set forth in paragraph 12 of this agreement. The Seller shall service or contract the service to all

common water mains, water lines, connecting fittings, piping valves, shut off valves at each residence, pump and other water distribution devices and equipment servicing the various lots located in Purchaser's subdivisions, provided, however, that the Seller shall be reimbursed for such expenses from the respective subdivision's maintenance system escrow account. If the repairs to the common water mains are between the Woodsman Subdivision water meter pit and the Westwood Hills water meter pit, the cost of such repairs shall be split between Woodsman Subdivision and Westwood Hills Subdivision, in a ratio to be decided by the two subdivisions.

The "Dedication of Water Supply Distribution System" Agreement dated March 26, 1992, remains in effect under this Amended and Substituted Agreement. The Seller shall have no obligation to operate, maintain or acquire water lines, meters, shut-off valves, mains, or pipe located on or within privately owned property that are not on or within common easement areas and, therefore, not dedicated to the Seller pursuant to such Dedication Agreement.

4. Seller shall operate and maintain at the points of delivery, at its own expense, the necessary metering equipment and required devices of a standard type to properly measure the quantity of water delivered to Purchaser. The master metering equipment (being the meters at the points of delivery) shall be read by the Seller each month.

The owner or occupant of premises located within the perspective subdivision, who is served by the Seller shall have the water measured through meters. Meters for new homes or connections will be furnished at the customer's expense; thereafter the meter will be replaced and/or maintained at the expense of the Seller. Customers shall be bound by the same terms and conditions contained in Chapter 91 of West Burlington's Municipal Code of Ordinance.

Notwithstanding the foregoing, Seller may change the method of reading water meters and reporting and billing for consumption, provided the Seller implement the same method of reading meters and reporting and billing for consumption for Purchaser as Seller implements on its customers located within the city limits of West Burlington. If Seller deems it necessary to replace water meters and or water meter components relating to a City Project, the expenses for replacement shall be borne by water-furnished customers with Purchaser's subdivision.

5. Seller shall provide or contract for the following services: service, pressure testing and maintain the water supply systems of Westwood Hills, Beaverdale and Woodsman Subdivisions, provided that Seller shall not be obligated to pay for any such expenses in excess of the amount in the distribution system maintenance escrow accounts as set forth in Section 12 of this Agreement. Seller does not operate as the subdivisions' water operator as may be required by IDNR. Seller shall charge Purchaser for such services at 150% the rate(s) as it charges individuals and businesses for the private use of city equipment and manpower inside the city limits. Should Seller incur maintenance expenses which are in excess of the amount in such escrow account for that subdivision, Purchaser agrees to reimburse Seller for these expenses within sixty (60) days. Seller shall charge interest

on any unpaid balance after sixty (60) days at a rate of one and one-half percent (1.5%) per month.

The Seller shall gain approval by a majority of three trustees, one representing each of the subdivisions, prior to undertaking non-emergency improvements of the distribution systems located in the subdivisions. The trustees shall consider a request by Seller to undertake non-emergency improvements at a meeting scheduled by Seller. Seller shall provide written notice thirty (30) days in advance of such meeting. If such meeting is not held due to the lack of a quorum (e.g. the absence of more than one of the three representatives), the Seller shall be deemed to have gained approval to proceed with the proposed project. The Seller shall be deemed to have fulfilled its obligation of notifying the representatives of such meeting by mailing certified letters to the mailing addresses last provided by such representatives.

An "emergency" is defined as any condition in which the volume, pressure or quality of water provided to Purchaser is impaired or can reasonably be expected to become impaired unless the condition is remedied. Planned improvements to the distribution system for the sole purpose of enhancing fire suppression service shall be considered non-emergency improvements.

6. Bills for the rates and charges are established by Seller as provided in Section 10 and payable under the same terms and conditions provided for payment of a combined service account as contained in Chapter 92 of the City of West Burlington's Municipal Code of Ordinances. Rates may automatically adjust according to changes made in the City of West Burlington's rate structure ordinance.

Notwithstanding the foregoing, Seller may change the timing and method of billing for consumption and charging a penalty for delayed or non-payment of bills, provided that Seller implements the same method of billing for consumption and charging a penalty for delayed or non-payment for Purchaser as Seller implements on its customers located within the city limits. Seller may collect deposits from customers covered by this agreement which are in an amount greater than deposits collected from similar customers inside the city limits unless such customers shall have signed a service contract agreeing to be bound by the ordinances, rules and regulations applying to water service by Seller inside the city limits.

7. Purchaser shall provide assistance to the Seller in acquiring a permit from any local, state, or federal agency and entity having regulatory jurisdiction with regard.
8. This contract shall expire on June 30, 2027~~;~~
9. Seller shall remedy temporary or partial failures to deliver water with all possible dispatch. In the event of an extended shortage of water, or if the supply of water available to Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser's residences shall be reduced or diminished in a ratio or proportion as the supply to Seller's in-city customers is reduced or diminished.

10. The rate shall be adjusted to reflect current cost of water plant operations and distribution system maintenance. Rates for all water services associated with the respective subdivision shall be billed at a rate of one hundred fifty percent (150%) of the Seller's current monthly rate structure in accordance with West Burlington Municipal Code Chapter 92.03. In addition to subdivision member individual water usage, the three subdivisions shall be responsible to reimburse the city for the difference in water provided to the subdivisions at the meter pit and the actual usage (or loss) recorded at the meter pit.

Where: Seller shall include an escrow charge in conjunction with water service charges. The escrow charge shall be established by said subdivision trustee(s) and rates may vary by subdivision. Escrow shall be used by the Seller to maintain the water distribution systems in the respective subdivision. Escrow charges shall be considered payable under the same terms and conditions of a combined service account.

11. A representative of the City of West Burlington shall meet with a representative of each of the subdivisions annually to discuss the condition and improvements the Purchaser has made to the water distribution systems from the succeeding year. Representatives of the Purchaser shall have the right to examine the records of the Water Department at any reasonable time and place. Seller shall schedule the meeting and shall give Purchaser at least thirty (30) days' notice of the meeting. ~~If the meeting is not held due to the lack of a quorum (e.g. the absence of more than one of the three representatives) the Seller shall be deemed to have fulfilled its obligation of notifying the representatives of such meeting by mailing certified letters to the mailing addresses last provided by such representatives.~~
12. The Seller shall escrow and maintain within the City Accounts the portion of the rate charged to Purchaser relating to distribution system maintenance (variable "A" in paragraph 10 above), which funds shall be used to maintain the distribution systems of Westwood Hills, Beaverdale and Woodsman Subdivisions, respectively, pursuant to paragraphs 3 and 5 of this agreement. The Seller shall maintain separate escrow accounts for each subdivision. Each representative shall, at the meeting specified in paragraph 11, establish the rate to be charged for distribution system maintenance ("A") for his respective subdivision; provided, however, that should the balance in such account fall below three thousand dollars (\$3,000) at any time, the City shall immediately notify the subdivision and, unless the subdivision issues a check within thirty (30) days in an amount large enough to bring the balance to ten thousand dollars (\$10,000) increase the rate charged customers in such subdivision for distribution system maintenance until said balance reaches ten thousand dollars (\$10,000).
13. After October 11, 1999, Seller may charge a water connection charge when additional lots located within Westwood Hills, Beaverdale, or Woodsman subdivision are connected to the water distribution system. Said lot owner shall pay the sum to the Seller stated in the Contract for Water Service for the sale and purchase of water outside of the city limits to the City of West Burlington. Applicant(s) must receive approval from Seller and perspective Purchaser subdivision trustee. Applicant(s) shall be bound to provisions within the City of West Burlington Contract for Water Service.

14. It is understood between parties that the Purchaser make necessary improvements to Westwood Hills, Beaverdale, and Woodsman subdivision's water distribution systems. Seller and Purchaser understand in order for Purchaser to fulfill its obligations and responsibilities under this agreement, Purchaser shall replace water mains, internal water service pipes, shut off valves, and faulty connections to the subdivision's common mains and premise service lines by the end of the said Water Purchase Agreement in paragraph 7 above.
15. This contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Iowa, and the Seller and Purchaser will collaborate in obtaining such permits as may be required to comply therewith. In addition, this contract and any interpretation thereof is subject to Chapters 90, 91, and 92 13.20 of the West Burlington Municipal Code which is incorporated herein by reference. Any portion of these Chapters 13.20 that results in direct conflict with this contract shall not apply and the terms and conditions of this contract shall control. Should a Court declare any section or clause of this Agreement to be invalid or illegal, such invalidity or illegality shall not affect any remaining section or clause not so adjudged and said remaining provisions shall remain in full force and effect. In the event the subdivisions, or a portion thereof, are annexed to the City of West Burlington, any balance in the escrow account shall be divided between the three subdivisions in a manner to be agreed upon by the three subdivisions, and this Agreement shall be null and void.
16. In the event of any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Purchaser.
17. Following the execution of this agreement, the Trustees shall appoint a representative from each of the subdivisions who shall compose a committee of three to be responsible for administering this agreement on behalf of the Purchaser. The Trustees may appoint alternative representatives who shall represent their respective subdivisions in the absence of their representatives. Purchaser shall notify Seller in writing of such appointments and shall provide the names, addresses and telephone numbers (home and work) of such representatives and alternate representatives.
18. The Trustees of the three subdivisions are signing this Agreement in their respective capacities and have no personal liability under this Agreement.
19. This Agreement supersedes the Water Purchase Agreement dated June 23, 1989, and its amendment dated May 1, 1999. This Agreement constitutes the entire agreement between the parties. Past practices shall not constitute a part of this Agreement unless expressly stated to the contrary herein, and any subsequent or supplemental agreement shall be in writing and executed by both parties to be effective.
20. At the first City Council meeting following the effective date of this agreement, Seller shall approve reimbursement to Purchaser of the portion of the distribution system maintenance escrow account in excess of twenty-four thousand dollars (\$24,000). Seller shall make

such reimbursement according to the following formula: Westwood Hills Subdivision -
-31.18 percent; Beaverville Subdivision -- 47.87 percent; Woodsman Subdivision -- 20.95
percent.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their governing bodies,
have caused this contract to be duly executed in four (4) counterparts, each of which shall be
deemed to be an original.

CITY OF WEST BURLINGTON, IOWA

ATTEST

Mayor

Date

City Clerk

Date

TRUSTEE FOR WESTWOOD SUBDIVISION

TRUSTEE FOR BEAVERDALE SUBDIVISION

TRUSTEE FOR WOODSMAN SUBDIVISION

**Beaverdale, Westwood Hills, and Woodsman Subdivision
Joint Meeting with City
March 19, 2024**

AGENDA

Contract Expiration Date - May 1, 2024

Rates for FY 23/24 - According to the water contract with the subdivisions, they will pay the same rate as West Burlington residents as follows:

Rate FY 23/24
\$33.87 – Minimum Monthly Distribution (Includes 3,000 gallons) \$14.28 per 1,000 gallons of Water

Proposed Rate -

150% Rate Increase for Water Services provided outside the corporate limits of the city.

Example using current Rate FY 23/24
\$50.80 – Minimum Monthly Distribution (Includes 3,000 gallons) \$21.42 per 1,000 gallons of Water

Escrow Accounts

Each subdivision maintains an escrow account with the city to pay for any repairs to the water mains.

Subdivision	Customer Accounts	*Escrow Balance 3/5/24	Monthly Escrow Contribution	Expenses paid from Escrow In FY 23/24* (as of March 5 th 2024)
Beaverdale (Includes Twin Ponds)	56 6 Total = 62	\$41,495.69	\$15 \$5 (Twin Ponds Sub)	\$20,919.61 (includes repairs and electric bill for meter pit)
Westwood Hills	44	\$ 11,513.38	\$10 (7/22)	\$192.97 (includes repairs and electric bill for meter pit)
Woodsman	36	\$36,170.05	\$10 (8/22)	\$193.02 (includes repairs and electric bill for meter pit)

*Payments made to escrow accounts are placed in a separate line item for each subdivision.

Lost Consumption FY

The difference in usage between main meters and individual customer meters

Subdivision	FY 22/23	Charged to Escrow	Current FY 23/24	Equivalent Charges (w/o tax)	# Of Leak
Beaverdale	727,040 Gallons	\$ 10581.19	733,550 Gallons	\$ 10,475.09	2023 – 2 2024 – 3
Westwood Hills	57,270 Gallons	\$ 416.75	760 Gallons Split	\$ 10.85	N/A
Woodsman	57,270 Gallons	\$ 416.75	760 Gallons Split	\$ 10.85	N/A

History Regarding Discussion of Water Main Improvements

February of 2006 – The city agreed to sponsor a Community Development Block Grant application to help pay for improvements to the water mains in this area. Snyder & Associates completed a Water Study with the CDBG application at the cost of \$4,500 to the Beaverdale Subdivision. The grant was not awarded for this project. The Beaverdale Subdivision would like to meet with the city to discuss improving their water mains. During earlier discussions with the City, we informed them that any water main replacement would need to be done in accordance with City regulations. This means the mains would have to be replaced with a minimum 6-inch line. A 6-inch line is the minimum size line necessary to support fire protection. Currently, the 2-inch lines in the subdivision do not allow for fire protection in the Beaverdale Subdivision. The only fire hydrants in the Beaverdale area are located on Beaverdale Rd. Lori Whalen with the Beaverdale Subdivision stated that they received quotes to replace the existing mains with the same size that is currently in place. The cost to replace the mains with a larger line would be much more expensive, and they feel that the residents cannot afford the added cost of running the larger lines. They indicated that they would like to meet with the city at a later time to discuss upgrades to the mains.

September 2014 – Discussed the age and condition of the water mains and the supply of material to make repairs. Francis Pump and Well has purchased the remaining supply of obsolete fittings and pipes to make repairs to the existing mains.

November 2016– Discussed the water mains' age and condition and the material supply to make repairs. Francis Pump and Well has purchased the remaining supply of obsolete fittings and pipes to repair the existing mains. Beaverdale Trustee Lori Whalen thought annexation for the subdivision would be received more openly now, but Lori was told the city would not likely go in that direction. The cost to the city would be too great for the subdivision to meet all the requirements and specifications. Contract obligations will be met in the year 2024. Beaverdale's electricity charges have been obsolete for a partial year, and Eastern Iowa Light and Power have not been charged for services. However, Westwood and Woodsman's electrical charges have increased due to scheduled rate changes.

November 2017–Discussed the same issues as the previous years: the aging water mains and their condition. The future of the agreement was spoken about briefly. In May 2024, the contract expires, and Administrator Gifford explained that if the contract is to be renewed, there is a possibility of charging the Subdivisions an additional fee or service charge. Mr. Reckling inquired about future sewer connections and was told the city has no desire at this time to explore this currently.

July 2018-The City met with subdivision trustees and representatives: Fred Schoenewe (Woodsman), Lori Whalen (Beaverdale), Chad Reckling (Westwood Hills), Scott Salisbury (Beaverdale), Wayne Riniker (Woodsman), Robert Kremer (Woodsman), Tony Dixon (Woodsman) to discuss payment plan options for the Meter Swap Project. It was explained to those who attended that this project was funded by those who paid for sewer. The subdivisions will have to pay for the meters at their own expense. It was pointed out that the letters sent out for appointment notices had an error and stated there was no cost to the customer. I told those who attended I would inform the citizens of the error and the 12-month payment plan beginning 10/2018 collected in their escrow accounts. They were also told they are all receiving meters and installation at cost. Representatives discussed the age and condition of the water mains, the supply for fittings, and the potential to locate materials in the future. Westwood Hills will revisit the amount they contribute to their Escrow this fall.

2020-2021

No meetings held due to COVID-19; Annual notification of rate changes and escrow balance(s) mailed to Trustee annually:

09/10/2019

08/12/2020

08/03/2021

June 1st, 2022

The city met with subdivision trustees and representatives: Jody Butler & Chad Reckling of Westwood Hills, Julia Patterson & Richards Snider of Beaverdale, and Robert Kremer & Wayne Riniker of Woodsman. Staff in attendance included City Administrator Gregg Mandsager, City Clerk Kelly Fry, Water Superintendent Troy Cline, and Utility Billing Clerk Katie Willeford.

Staff and trustees discussed several topics. The projected water rates for FY 22/23 included a \$ 3.00 decrease in the base charge. Rates will be reduced from \$33.16 for the first 3,000 gallons to \$30.16. City staff suggested that trustees consider keeping the bill the same but move the \$3.00 into their escrow. Richard Snider, a Trustee of Beaverdale, requested a letter be sent to move \$3.00 to escrow.

City Administrator Mandsager informed the attending representatives that the city would charge each escrow for the city's loss consumption within their subdivision. Loss consumption is calculated by comparing the readings recorded on each subdivision's main meters (the City's point of delivery) and the collective total consumption per user in their designated subdivision. Trustees agreed with the charges and believed the consumption steps from age and conditional of materials. Escrow shall be charged as follows and include tax and adjustments for the end reading.

- **Beaverdale's** loss consumption for FY 21/22:
 - Gallons: 716,640
 - Charged to Escrow: \$ 9,655.00
- **Westwood and Woodsman's** collective loss for FY 21/22:
(Loss is split between the subdivisions due to the main meter's location: one runs through the other)
 - Gallons: 52,810
 - Charged to each Escrow: \$ 355.61(each)

August 22, 2022

Main break in Beaverdale.

September 27, 2022

The city met with subdivision trustees and representatives.

Staff and trustees discussed several topics. Richard Snider, a Trustee of Beaverdale, requested a letter be sent to move \$3.00 to escrow.

City Administrator Mandsager informed the attending representatives that the city has been charging each escrow for the city's loss of consumption within their subdivision. Loss consumption is calculated by comparing the readings recorded on each subdivision's main meters (the City's point of delivery) and the

collective total consumption per user in their designated subdivision as agreed upon in previous meeting. Escrow was charged as follows and includes tax and adjustments for the end reading.

- **Beaverdale's** loss consumption for FY 22/23:
 - Gallons: 727,040
 - Charged to Escrow: \$ 10,581.19

- **Westwood and Woodsman's** collective loss for FY 22/23:
(Loss is split between the subdivisions due to the main meter's location: one runs through the other)
 - Gallons: 57,270
 - Charged to each Escrow: \$ 416.75(each)

City Manager stressed the importance of finding alternative solutions and water providers to sever the subdivisions. Trustee Richard Snider has been delegated to investigate solutions and report to trustees.