

## **MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN POLK COUNTY AND ONALASKA WATER AND GAS SUPPLY CORPORATION**

WHEREAS, Polk County (County) is the Grantor for the Coronavirus State and Local Fiscal Recovery funds through the American Rescue Plan Act (ARPA) and Onalaska Water and Gas Supply Corporation (WSC) is the grantee; and,

WHEREAS, The County will grant funds received from the Coronavirus State and Local Fiscal Recovery Funds through ARPA in the amount of \$1,285,000.00 of the eligible costs of the Water Infrastructure Project (Project) which is seventy-five percent (75%) of the construction and engineering project costs based on the budget in Attachment A; and,

WHEREAS, there is a need to formulate the responsibilities of the County and the WSC for the management of the Project.

**BE IT THEREFORE AGREED AS FOLLOWS:**

The WSC will be responsible for costs of the Project that are not covered by the grant funds, in the amount of \$428,500.00 which consists of twenty-five percent (25%) of the total cost and any additional costs due to bids coming in over budget or ineligible costs to complete construction.

The County will provide notice to the WSC at least 30 days prior to the bidding of construction which will be open for at least 30 days.

The WSC will supply the County with the 25% match requirement as their commitment to proceed with the Project at time of bid approval by the Polk County Commissioners Court.

The WSC will provide the County with back up documentation of the 25% match payment (canceled checks or EFT) and any other required financial documentation within thirty (30) days of payment to the County.

The County will be responsible for all procurement associated with the Project to include engineering services for Project development/design/ and construction management, and grant administration services for overall compliance and reporting with ARPA guidelines.

The WSC hereby authorizes the County to enter into contracts with engineers, contractors, consultants and other service providers as necessary for the Project.

The County will submit invoices and canceled checks to a consultant hired to manage the grant projects (Consultant). The Consultant shall provide any and all documents (cleared checks, bank statements, expense ledgers, receipts, etc.) showing that funds have been spent for the requested purpose quarterly. Documentation should be provided by April 5, July 5, Oct 5, and Jan 5 until all funds are spent, and must comply with all Federal and State laws and legislation.

The WSC acknowledges that the County is not financially responsible for the Project, nor will the County be liable for any future claims or damages that may result from the Project. The County is named on the Project only until the grant period closes, December 31, 2026.

The WSC will be responsible for maintaining the project, monthly, quarterly, and annually according to the approved maintenance agreement (Attachment B)

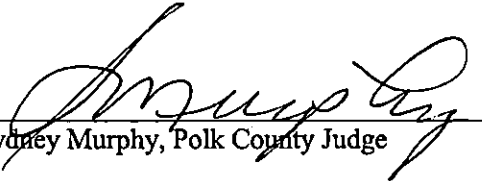
It is understood that the WSC remains responsible for the Water Infrastructure Project throughout the grant period, through the full audit period and for the life of the project.

If any of the above terms are not met or it is found that a material misrepresentation was made in your initial request for funding, the County reserves the right to recapture awarded funds.

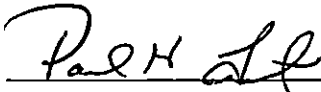
This Memorandum of Understanding is the complete agreement between Polk County and Onalaska Water and Gas Supply Corporation and may be amended only by written agreement signed by each of the parties involved.


IN WITNESS WHEREOF, Polk County and Onalaska Water and Gas Supply Corporation hereto have caused this MOU to be duly executed on the day and year indicated below:

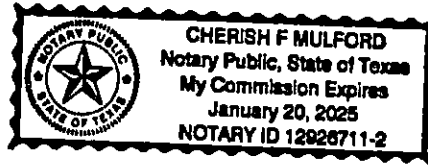
BY: Polk County: 28th day of March 2023

  
Sydney Murphy, Polk County Judge

BY: Onalaska Water and Gas Supply Corporation: 3rd day of March 2023

  
NAME PAUL H LAVERTY  
Title President



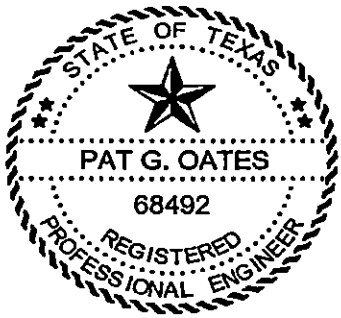


Attachment A

**BUDGET JUSTIFICATION OF RETAIL COSTS**

Act	Materials/Facility	\$ / Unit	Unit	Qty	Construction \$	Eng. \$	Ttl. Act. \$
<b>WATER PLANT FACILITIES</b>							
1a	Onalaska WSC - Plant No. 3						
	30.792943°, -95.098914°	Plant 3 Improvements					
	Mobilization, Bonds and Insurance	20,000.00	LS	1	20,000.00		
	Sitework / Grading	8,500.00	LS	1	8,500.00		
	200,000 Gallon Elevated Storage Tank	1,500,000.00	LS	1	1,500,000.00		
	Plant Piping & Valves	25,000.00	LS	1	25,000.00		
	Control Modifications	15,000.00	LS	1	15,000.00		
					\$ 1,568,500.00		
	Design Surveying / Field Measurements					\$ 8,500.00	
	Engineering Design					\$ 112,000.00	
	Bid Phase Services					\$ 7,000.00	
	Construction Phase Services					\$ 18,000.00	

Totals:	\$ 1,568,500.00	\$ -	\$ 145,500.00	\$ 1,714,000.00
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SIGNATURE OF REGISTERED ENGINEER RESPONSIBLE FOR BUDGET JUSTIFICATION  
 PHONE NUMBER: (936) 637-4900      DATE: 9-12-22



**Attachment B**  
**Maintenance Schedule**

The abovementioned entity is committed to performing the necessary maintenance for the entire useful life of this project, which is funded by funds received through the American Rescue Plan Act (ARPA). The useful life is estimated to be 75 years once completed. The Onalaska Water and Gas Supply Corporation will need to allocate funds in its annual budget that will allow maintenance to be performed as needed to ensure the Plant 3 Elevated Storage Tank and associated components remains in operational and in good repair. The entity understands that failure to budget and perform maintenance as agreed may affect the County's decisions for priority in future funding opportunities.

**Anticipated Maintenance Schedule:**

<b>Action</b>	<b>Schedule</b>	<b>Estimated Yearly Cost</b>
Routine Inspection (Water Wells)	Annually	\$ 1,000
Routine Inspection (Water Tankage)	Annually	\$ 3,500
Operation of Plant Components (Well Pump / Booster Pumps/Disinfection Feed)	Weekly	\$ 7,500
Review Typical Power Costs	Monthly	\$ 1,500
Inspect Tank Coating Systems (Interior and Exterior)	Annually	\$ 5,000
<b>Totals</b>		<b>\$ 18,500</b>

**MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN POLK COUNTY AND  
TEMPE WATER SUPPLY CORPORATION**

WHEREAS, Polk County (County) is the Grantor for the Coronavirus State and Local Fiscal Recovery funds through the American Rescue Plan Act (ARPA) and Tempe Water Supply Corporation (WSC) is the grantee; and,

WHEREAS, The County will grant funds received from the Coronavirus State and Local Fiscal Recovery Funds through ARPA in the amount of \$624,487.50.00 of the eligible costs of the Water Infrastructure Projects (Projects) which is seventy-five percent (75%) of the construction and engineering project costs based on the budget in Attachment A and,

WHEREAS, there is a need to formulate the responsibilities of the County and the WSC for the management of the Project.

**BE IT THEREFORE AGREED AS FOLLOWS:**

The WSC will be responsible for costs of the Project that are not covered by the grant funds, in the amount of \$208,162.50 which consists of twenty-five percent (25%) of the total cost and any additional costs due to bids coming in over budget or ineligible costs to complete construction.

The County will provide notice to the WSC at least 30 days prior to the bidding of construction which will be open for at least 30 days.

The WSC will supply the County with the 25% match requirement as their commitment to proceed with the Project at time of bid approval by the Polk County Commissioners Court.

The WSC will provide the County with back up documentation of the 25% match payment (canceled checks or EFT) and any other required financial documentation within thirty (30) days of payment to the County.

The County will be responsible for all procurement associated with the Project to include engineering services for Project development/design/ and construction management, and grant administration services for overall compliance and reporting with ARPA guidelines.

The WSC hereby authorizes the County to enter into contracts with engineers, contractors, consultants and other service providers as necessary for the Project.

The County will submit invoices and canceled checks to a consultant hired to manage the grant projects (Consultant). The Consultant shall provide any and all documents (cleared checks, bank statements, expense ledgers, receipts, etc.) showing that funds have been spent for the requested purpose quarterly. Documentation should be provided by April 5, July 5, Oct 5, and Jan 5 until all funds are spent, and must comply with all Federal and State laws and legislation.

The WSC acknowledges that the County is not financially responsible for the Project, nor will the County be liable for any future claims or damages that may result from the Project. The County is named on the Project only until the grant period closes, December 31, 2026.

The WSC will be responsible for maintaining the project, monthly, quarterly, and annually according to the approved maintenance agreement (Attachment B)

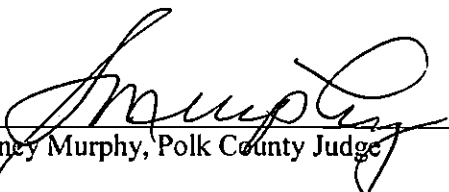
It is understood that the WSC remains responsible for the Water Infrastructure Project throughout the grant period, through the full audit period and for the life of the project.

If any of the above terms are not met or it is found that a material misrepresentation was made in your initial request for funding, the County reserves the right to recapture awarded funds.


This Memorandum of Understanding is the complete agreement between Polk County and Tempe Water Supply Corporation and may be amended only by written agreement signed by each of the parties involved.

IN WITNESS WHEREOF, Polk County and Tempe Water Supply Corporation hereto have caused this MOU to be duly executed on the day and year indicated below:

BY: Polk County: March day of 28 2023

  
\_\_\_\_\_  
Sydney Murphy, Polk County Judge

BY: Tempe Water Supply Corporation: 16 day of March 2023

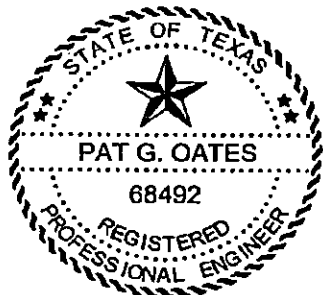
  
\_\_\_\_\_  
NAME Brian S. Jones  
Title General Manager

**Attachment A**



**BUDGET JUSTIFICATION OF RETAIL COSTS**

Site No.	Materials/Facility	S / Unit	Unit	Qty	Construction \$	Eng. \$	Ttl. Act. \$		
<b>WATER PLANT FACILITIES</b>									
4	Tempe WSC - Plant No. 2 (Boldsprings) & Plant No. 3 (FM 2457)								
	30.842561°, -94.980979°								
	<b>Plant 2 Improvements (Sugar Hill Rd)</b>								
	Mobilization, Bonds and Insurance	20,000.00	LS	1	20,000.00				
	Sitework / Grading	4,500.00	LS	1	4,500.00				
	Removal of Ex. Tank	4,500.00	LS	1	4,500.00				
	70,000 Gallon Painted Bolted Ground Tank	210,000.00	LS	1	210,000.00				
	Concrete Tank Foundation	40,000.00	LS	1	40,000.00				
	Plant Piping and Valve Replacements	15,000.00	LS	1	15,000.00				
	Electrical & Control Modifications	20,000.00	LS	1	20,000.00				
	Site Dress Up	3,000.00	LS	1	3,000.00				
					\$ 317,000.00				
5	30.739886°, -95.035144°								
	<b>Plant 3 Improvements (FM 2457)</b>								
	Mobilization, Bonds and Insurance	9,000.00	LS	1	9,000.00				
	Removal of Ex. Pumps and Motors	1,500.00	LS	1	1,500.00				
	New Booster Pumps & Motors	40,000.00	LS	1	40,000.00				
	Pump House Modifications	12,000.00	LS	1	12,000.00				
	Plant Piping and Valves	15,000.00	LS	1	15,000.00				
	Electrical & Control Replacements	20,000.00	LS	1	20,000.00				
					\$ 97,500.00				
	Design Surveying / Field Measurements					\$ 6,500.00			
	Engineering Design					\$ 40,000.00			
	Bid Phase Services					\$ 6,500.00			
	Construction Phase Services					\$ 9,150.00			
Page 3 of 10					Totals:	\$ 414,500.00	\$ -	\$ 62,150.00	\$ 476,650.00



*Pat G. Oates*

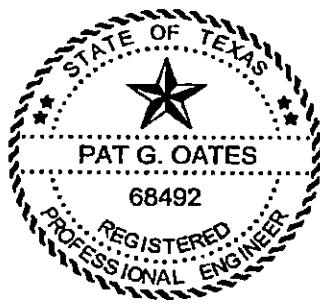
SIGNATURE OF REGISTERED ENGINEER RESPONSIBLE FOR BUDGET JUSTIFICATION  
 PHONE NUMBER: (936) 637-4900 DATE: 9-15-22



**POLK COUNTY - GLO REGIONAL MIT PROGRAM**

**BUDGET JUSTIFICATION OF RETAIL COSTS**

Site No.	Materials/Facility	S / Unit	Unit	Qty	Construction \$	Eng. \$	Ttl. Act. \$		
<b>WATER PLANT FACILITIES</b>									
6	Tempe WSC - Plant No. 4 (Oak Hill)								
	30.765687°, -94.953651°								
	Plant 4 Improvements								
	Mobilization, Bonds and Insurance	32,000.00	LS	1	32,000.00				
	Clearing	2,000.00	LS	1	2,000.00				
	Removal of Ex. Filter System	8,000.00	LS	1	8,000.00				
	Sitework / Grading	6,000.00	LS	1	6,000.00				
	Filter System (2 Tanks)	65,000.00	EA	2	130,000.00				
	Filter Media	52,000.00	LS	1	52,000.00				
	10,000 Gallon Surge / Backwash Tank	30,000.00	LS	1	30,000.00				
	Plant Piping and Valves	50,000.00	LS	1	50,000.00				
	Backwash Pond & Related System	30.00	LS	600	18,000.00				
	Electrical & Control Modifications	18,000.00	LS	1	18,000.00				
	6-Ft. Manproof Fencing	50.00	LF	200	10,000.00				
					\$ 356,000.00				
	Design Surveying / Field Measurements					\$ 6,500.00			
	Engineering Design					\$ 32,000.00			
	Bid Phase Services					\$ 6,000.00			
	Construction Phase Services					\$ 8,500.00			
Page 4 of 10					Totals:	\$ 356,000.00	\$ -	\$ 53,000.00	\$ 409,000.00



*Pat G. Oates*

SIGNATURE OF REGISTERED ENGINEER RESPONSIBLE FOR BUDGET JUSTIFICATION  
 PHONE NUMBER: (936) 637-4900      DATE: 9-15-22



**POLK COUNTY - GLO REGIONAL MIT PROGRAM**

**Attachment B  
Maintenance Schedule**

The abovementioned entity is committed to performing the necessary maintenance for the entire useful life of this project, which is funded by funds received through the American Rescue Plan Act (ARPA). The useful life is estimated to be 50 years once completed. The Tempe Water Supply Corporation will need to allocate funds in its annual budget that will allow maintenance to be performed as needed to ensure the Plant 2 Bolted Ground Tank, Plant 3 Pumphouse modifications, Plant 4 Improvements and associated components remains in operational and in good repair. The entity understands that failure to budget and perform maintenance as agreed may affect the County's decisions for priority in future funding opportunities.

Anticipated Maintenance Schedule:

**Tempe WSC – Plant 2 (Sugar Hill Rd)**

<b>Action</b>	<b>Schedule</b>	<b>Estimated Yearly Cost</b>
Routine Inspection (Water Wells)	Annually	\$ 1,000
Routine Inspection (Water Tankage)	Annually	\$ 2,500
Operation of Plant Components (Well Pump / Booster Pumps/Disinfection Feed)	Weekly	\$ 7,500
Review Typical Power Costs	Monthly	\$ 1,200
Inspect Tank Coating Systems (Interior and Exterior)	Annually	\$ 3,200
<b>Totals</b>		<b>\$ 15,400</b>

**Tempe WSC – Plant 3 (FM 2457)**

<b>Action</b>	<b>Schedule</b>	<b>Estimated Yearly Cost</b>
Routine Inspection (Water Wells)	Annually	\$ 1,000
Routine Inspection (Water Tankage)	Annually	\$ 2,500
Operation of Plant Components (Well Pump / Booster Pumps/Disinfection Feed)	Weekly	\$ 7,500
Review Typical Power Costs	Monthly	\$ 1,200
Inspect Tank Coating Systems (Interior and Exterior)	Annually	\$ 3,200
<b>Totals</b>		<b>\$ 15,400</b>

**Tempe WSC – Plant 4 (Oak Hill)**

<b>Action</b>	<b>Schedule</b>	<b>Estimated Yearly Cost</b>
Routine Inspection (Water Wells)	Annually	\$ 750
Routine Inspection (Water Tankage)	Annually	\$ 3,500
Operation of Plant Components (Well Pump / Booster Pumps/Disinfection Feed)	Weekly	\$ 10,000
Review Typical Power Costs	Monthly	\$ 1,400
Inspect Tank Coating Systems (Interior and Exterior)	Annually	\$ 3,200
<b>Totals</b>		<b>\$ 18,850</b>

## **MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN POLK COUNTY AND PROVIDENCE WATER SUPPLY COMPANY**

WHEREAS, Polk County (County) is the Grantor for the Coronavirus State and Local Fiscal Recovery funds through the American Rescue Plan Act (ARPA) and Providence Water Supply Company (WSC) is the grantee; and,

WHEREAS, The County will grant funds received from the Coronavirus State and Local Fiscal Recovery Funds through ARPA in the amount of \$463,800.00 of the eligible costs of the Water Infrastructure Project (Project) which is seventy-five percent (75%) of the construction and engineering project costs based on the budget in Attachment A and,

WHEREAS, there is a need to formulate the responsibilities of the County and the WSC for the management of the Project.

BE IT THEREFORE AGREED AS FOLLOWS:

The WSC will be responsible for costs of the Project that are not covered by the grant funds, in the amount of \$154,600.00 which consists of twenty-five percent (25%) of the total cost and any additional costs due to bids coming in over budget or ineligible costs to complete construction.

The County will provide notice to the WSC at least 30 days prior to the bidding of construction, which will be open for at least 30 days.

The WSC will supply the County with the 25% match requirement as their commitment to proceed with the Project at time of bid approval by the Polk County Commissioners Court.

The WSC will provide the County with back up documentation of the 25% match payment (canceled checks or EFT) and any other required financial documentation within thirty (30) days of payment to the County.

The County will be responsible for all procurement associated with the Project to include engineering services for Project development/design/ and construction management, and grant administration services for overall compliance and reporting with ARPA guidelines.

The WSC hereby authorizes the County to enter into contracts with engineers, contractors, consultants and other service providers as necessary for the Project.

The County will submit invoices and canceled checks to a consultant hired to manage the grant projects (Consultant). The Consultant shall provide any and all documents (cleared checks, bank statements, expense ledgers, receipts, etc.) showing that funds have been spent for the requested purpose quarterly. Documentation should be provided by April 5, July 5, Oct 5, and Jan 5 until all funds are spent, and must comply with all Federal and State laws and legislation.

The WSC acknowledges that the County is not financially responsible for the Project, nor will the County be liable for any future claims or damages that may result from the Project. The County is named on the Project only until the grant period closes, December 31, 2026.

The WSC will be responsible for maintaining the project, monthly, quarterly, and annually according to the approved maintenance agreement (Attachment B)


It is understood that the WSC remains responsible for the Water Infrastructure Project throughout the grant period, through the full audit period and for the life of the project.

If any of the above terms are not met or it is found that a material misrepresentation was made in your initial request for funding, the County reserves the right to recapture awarded funds.


This Memorandum of Understanding is the complete agreement between Polk County and Providence Water Supply Company and may be amended only by written agreement signed by each of the parties involved.

IN WITNESS WHEREOF, Polk County and Providence Water Supply Company hereto have caused this MOU to be duly executed on the day and year indicated below:

BY: Polk County: 28 day of March 2023

  
\_\_\_\_\_  
Sydney Murphy, Polk County Judge

BY: Providence Water Supply Company: 24 day of February 2023

  
\_\_\_\_\_  
NAME Rande Smith  
Title Manager

**Attachment A**





**Attachment B**  
**Maintenance Schedule**

The abovementioned entity is committed to performing the necessary maintenance for the entire useful life of this project, which is funded by funds received through the American Rescue Plan Act (ARPA). The useful life is estimated to be 50 years once completed. The Providence Supply Company will need to allocate funds in its annual budget that will allow maintenance to be performed as needed to ensure the Plant 2 Bolted Ground Tank and associated components remains in operational and in good repair. The entity understands that failure to budget and perform maintenance as agreed may affect the County's decisions for priority in future funding opportunities.

Anticipated Maintenance Schedule:

<b>Action</b>	<b>Schedule</b>	<b>Estimated Yearly Cost</b>
Routine Inspection (Water Wells)	Annually	\$ 750
Routine Inspection (Water Tankage)	Annually	\$ 2,500
Operation of Plant Components (Well Pump / Booster Pumps/Disinfection Feed)	Weekly	\$ 5,000
Review Typical Power Costs	Monthly	\$ 900
Inspect Tank Coating Systems (Interior and Exterior)	Annually	\$ 2,300
<b>Totals</b>		<b>\$ 11,450</b>