

CAMANCHE CITY COUNCIL AGENDA
6:00 P.M. – CAMANCHE CITY HALL 818-7th Avenue
TO ATTEND BY PHONE: 1-717-275-8940 ACCESS CODE: 289 8487
ATTEND VIA INTERNET: <https://hello.freeconference.com/conf/call/2898487>
(PLACE YOUR PHONE ON MUTE UNTIL PUBLIC COMMENTS)
FEBRUARY 6, 2024

Roll Call

Moment of Silent Prayer

Pledge of Allegiance

Approval of Agenda

Public Hearing –Well #7 Well and Pump Bid

Public Comments on Agenda Topics-State Your Name and Address (3 Minute Limit)

Consent Agenda:

- 1) Approve Minutes from Council meeting held on January 16, 2024
- 2) Approve bills and claims as submitted
- 3) Accept City Clerk/Treasurer's Report for December 2023
- 4) Approve hiring of Winkel, Parker & Foster to perform FYE2024 audit
- 5) Receive, accept and place on file draft minutes from the Park and Recreation Commission meeting on January 8, 2024

Unfinished Business:

- 1) Second Reading, By Title Only, of An Ordinance Amending title 18.12, districts and boundaries, of the Camanche municipal code to rezone certain parcels of ground owned by Lewis L and Julie C Todtz, defined as Tract 3 Southwest Quarter Of The Southwest Quarter (Sw¼ Sw¼) Of Section 29, Township 81 North, Range 6, East Of The 5th P.M., Clinton County, Iowa, Tract 4 East Half Of The Southeast Quarter (E½ Se¼) Of Section 30, Township 81 North, Range 6, East Of The 5th P.M., Clinton County, Iowa, Tract 6 Outlots A And B, Windy Acres Subdivision No. 2, In The City Of Camanche, Clinton County, Iowa, Tract 7 Outlot A, Windy Acres Subdivision No. 4, In The City Of Camanche, Clinton County, Iowa, Tract 8 A Tract Of Land Situated In The Southwest Quarter (Sw1/4) Of Section 30, Township 81 North, Range 6, East Of The 5th P.M., Within The City Of Camanche, Clinton County, Iowa as more completely described in Section 3 of the Ordinance; A parcel of ground owned by Derek Scott Harksen, defined as Tract 5 The West Half Of The Southeast Quarter Of Section 30, Township 81 North, Range 6 East Of The 5th P.M., Clinton County, Iowa as more completely described in Section 3 of the Ordinance; Parcels of ground owned by Keith A and Jenny Boysen, defined as Tract 9 East Half Of The Southeast Quarter (E½ Se¼) Of Section 25, Township 81 North, Range 5, East Of The 5th P.M., Clinton County, Iowa, Tract 10 North Half Of The Northeast Quarter (N½Ne¼) Of Section 36, Township 81 North, Range 5, East Of The 5th P.M., Clinton County, Iowa as more completely described in Section 3 of the Ordinance from the current Zoning classification of M2/M3 Heavy Industrial and Ab Agricultural Rural to M-Re Renewable Energy District Overlay Utility Scale Zoning. (Kida)
- 2) Waive Third Reading of An Ordinance amending title 18.12, districts and boundaries, of the Camanche municipal code to rezone certain parcels of ground owned by Lewis L and Julie C

Todtz, defined as Tract 3 Southwest Quarter Of The Southwest Quarter (Sw¼ Sw¼) Of Section 29, Township 81 North, Range 6, East Of The 5th P.M., Clinton County, Iowa, Tract 4 East Half Of The Southeast Quarter (E½ Se¼) Of Section 30, Township 81 North, Range 6, East Of The 5th P.M., Clinton County, Iowa, Tract 6 Outlots A And B, Windy Acres Subdivision No. 2, In The City Of Camanche, Clinton County, Iowa, Tract 7 Outlot A, Windy Acres Subdivision No. 4, In The City Of Camanche, Clinton County, Iowa, Tract 8 A Tract Of Land Situated In The Southwest Quarter (Sw1/4) Of Section 30, Township 81 North, Range 6, East Of The 5th P.M., Within The City Of Camanche, Clinton County, Iowa as more completely described in Section 3 of the Ordinance; A parcel of ground owned by Derek Scott Harksen, defined as Tract 5 The West Half Of The Southeast Quarter Of Section 30, Township 81 North, Range 6 East Of The 5th P.M., Clinton County, Iowa as more completely described in Section 3 of the Ordinance; Parcels of ground owned by Keith A and Jenny Boysen, defined as Tract 9 East Half Of The Southeast Quarter (E½ Se¼) Of Section 25, Township 81 North, Range 5, East Of The 5th P.M., Clinton County, Iowa, Tract 10 North Half Of The Northeast Quarter (N½Ne¼) Of Section 36, Township 81 North, Range 5, East Of The 5th P.M., Clinton County, Iowa as more completely described in Section 3 of the Ordinance from the current Zoning classification of M2/M3 Heavy Industrial and Ab Agricultural Rural to M-Re Renewable Energy District Overlay Utility Scale Zoning. First Reading (Kida)

- 3) Adopt An Ordinance amending title 18.12, districts and boundaries, of the Camanche municipal code to rezone certain parcels of ground owned by Lewis L and Julie C Todtz, defined as Tract 3 Southwest Quarter Of The Southwest Quarter (Sw¼ Sw¼) Of Section 29, Township 81 North, Range 6, East Of The 5th P.M., Clinton County, Iowa, Tract 4 East Half Of The Southeast Quarter (E½ Se¼) Of Section 30, Township 81 North, Range 6, East Of The 5th P.M., Clinton County, Iowa, Tract 6 Outlots A And B, Windy Acres Subdivision No. 2, In The City Of Camanche, Clinton County, Iowa, Tract 7 Outlot A, Windy Acres Subdivision No. 4, In The City Of Camanche, Clinton County, Iowa, Tract 8 A Tract Of Land Situated In The Southwest Quarter (Sw1/4) Of Section 30, Township 81 North, Range 6, East Of The 5th P.M., Within The City Of Camanche, Clinton County, Iowa as more completely described in Section 3 of the Ordinance; A parcel of ground owned by Derek Scott Harksen, defined as Tract 5 The West Half Of The Southeast Quarter Of Section 30, Township 81 North, Range 6 East Of The 5th P.M., Clinton County, Iowa as more completely described in Section 3 of the Ordinance; Parcels of ground owned by Keith A and Jenny Boysen, defined as Tract 9 East Half Of The Southeast Quarter (E½ Se¼) Of Section 25, Township 81 North, Range 5, East Of The 5th P.M., Clinton County, Iowa, Tract 10 North Half Of The Northeast Quarter (N½Ne¼) Of Section 36, Township 81 North, Range 5, East Of The 5th P.M., Clinton County, Iowa as more completely described in Section 3 of the Ordinance from the current Zoning classification of M2/M3 Heavy Industrial and Ab Agricultural Rural to M-Re Renewable Energy District Overlay Utility Scale Zoning. First Reading (Kida)

- 4) ABM Proposed Contract Agreement

New Business:

- 1) Award Bid – Well #7 Well and Pump (Solchenberger)
- 2) Approve Civil Service Certified List for Police Officers (Schmitz)
- 3) Authorize Chief Schmitz to extend conditional offers of employment to up to three individuals on the Civil Service Certified List
- 4) Camanche Police Department December 2023 Report (Schmitz)
- 5) Camanche Fire Department January 2024 Report (D Schutte)

Communication from City Attorney
Communication from City Administrator
Communication from Mayor
Communication from City Council Members and Department Heads

Public Comments-State Your Name and Address (3 MINUTE LIMIT)

Council Members Requests for Placement of Matters on Future Agendas

Work Session: Budget FYE2025

Adjourn

Board Vacancies –

- 1-Library Board**
- 2-Historical Board**
- 1-Planning and Zoning Commission**

City of Camanche
January 16, 2024

The City Council of the City of Camanche, Iowa met in regular session January 16, 2024, at 6:00 p.m. at Camanche City Hall. Present on roll call: Mayor Pro Tem Bowman presiding, and Council members Farrell, Klahn and Rolston. Absent: Mayor Pruett and Councilman Weller. Also present were City Attorneys Randy Current, John Frey and Braydon Roberts, City Administrator Andrew Kida, and Department Heads Pewe, Schmitz, Schutte and Schneider.

A moment of silent prayer was observed. Mayor Pro Tem Bowman led the Pledge of Allegiance.

Moved by Councilman Rolston second by Councilman Klahn to approve the Agenda. On roll call – all Ayes.

A Public Hearing regarding Well #7 Construction Access Road was tabled because the Clinton Herald had not published the Public Hearing notice. This Public Hearing will be rescheduled for a date after the notice can be published.

Mayor Pro Tem Bowman opened a Public Hearing regarding the Application of Rezoning Certain Properties from M2/M3 Heavy Industrial and AB Rural Agricultural to RE Renewable Energy Overlay Utility Scale at 6:08 p.m. City Administrator Kida presented 12 emails in favor of Rock Creek to City Clerk Schneider for the record; they will be accepted as support for the project. Keith Boysen, one of the voluntary landowners, spoke in favor of the project. Ryan Drew from Des Moines County also spoke in favor of the project. There were no additional public comments, so Mayor Pro Tem Bowman closed the Public Hearing at 6:15 p.m.

Mayor Pro Tem Bowman called for public comments on Agenda topics; there were none.

Moved by Councilman Klahn, second by Councilman Rolston to approve the Consent Agenda which covered the following: Approve minutes from the Council meeting held on January 2, 2024; approve Abstract No. 840 which includes the following:

ALEXIS FIRE EQUIP CO INC	FIRE ENGINE REPAIRS-UNIT 39	7,812.94
CAMANCHE VOL FIRE DEPT	MONTHLY MAINTENANCE	570.48
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	498.60
CLINTON HERALD	LEGAL PUBLICATIONS	436.39
CITY OF CLINTON	28E SEWER CONTRACT	24,000.00
CLINTON NATIONAL BANK	FED/FICA TAX WITHHOLDING	12,912.84
CL CO AREA SOLID WASTE	YARD WASTE	89.32
CULLIGAN	WATER, DISP RENT-C HALL, LIBRARY	47.45
EASTERN IA LIGHT & POWER	SECURITY LGHT-ANAMOSA RD, 9TH ST	118.24
EMER MEDICAL PRODUCTS	AMBULANCE SUPPLIES	757.12
GALE/CENGAGE	BOOKS/DVDS	22.39
HARTZ LOCK COMPANY	LIBRARY	17.00
HOME DEPOT CREDIT SERVICE	WATER, SHOP SUPPLIES	144.79
IOWA ONE CALL	71 ONE CALL LOCATES	63.90
INGRAM BOOK COMPANY	BOOKS/DVDS	3,032.32
J & C ENTERPRISES	DEC 23 COLLECTION	95.68
KWIK TRIP/KWIK STAR STORE	281.327G PWORKS; 10.815G FD; 273.451G PD; 30.175G AMBULANCE	1,624.48
ELECTRONICS INC	QTRLY ALARM-LIBR; MNTHLY-CHALL	120.00
LIBRARY PETTY CASH	LIBRARY MISC SUPPLIES	225.05
MASTERCARD	DRNKNG FOUNTAIN-LIB; TRAINING-FD TRAINING-PD; TOOLS-CEM, PWORKS	3,257.17
MEDICAL EQUIPMENT SVC	PD-AED PADS	136.06
MEDIACOM	INTERNET	585.45
MICROMARKETING LLC	CDS	119.40
MIDAMERICAN ENERGY CO	STREET LIGHTING	2,536.00
MIDWEST BREATHING AIR	QUARTERLY AIR TEST	785.31

ACCESS SYSTEMS	COPIES-POLICE DEPARTMENT	89.88
MUNICIPAL FIRE & POLICE	MUNICIPAL PENSN	14,275.96
GREG NELSON	DEC 23 AMBULANCE STIPEND	168.00
O'REILLY AUTOMOTIVE INC	HOSE CLAMP,SANDING BLOCK	17.03
QC ANALYTICAL SERVICES	SAMPLE ANALYSIS	426.00
QUILL CORPORATION	OFFICE SUPPLIES-CH,PW,WATER DP	116.52
SHIVE-HATTERY ENGINEERS	ENG-3M DRINKING WATER	17,572.32
KELLI ELLIOTT	REIMBURSE JOB FAIR EXPENSES	50.00
TREASURER STATE OF IOWA	DEC 23 WATER EXCISE TAX	2,107.25
USA BLUEBOOK	HACH FOR WATER SAMPLES	255.64
HAWKINS INC	280GAL AZONE-WATER DEPARTMENT	845.62
BRIAN WERNICK	DEC 23 AMBULANCE STIPEND	144.00
WINKELPARKER & FOSTER	FINAL BILLING FY23 AUDIT	2,500.00
JORDAN MOORE	DEC 23 AMBULANCE STIPEND	80.00
CENTURYLINK	TELEPHONE EXPENSE	166.75
STATE HYGIENIC LABORATORY	SAMPLE ANALYSIS-WELL #5	474.00
ERIC DAU	PAID ON CALL	920.00
AMAZON	LIBRARY BOOKS,SUPPLIES,OFFICE	1,696.76
CASEY'S GENERAL STORES	98.21 GAL AMB; 70.17 GAL PD; 25.45 GAL FD; 17.44 GAL BLDG INSP	685.17
FREY, HAUFE & CURRENT PLC	LEGAL SERVICES-DEC 2023	7,400.87
HSA ACCOUNTS	HSA- CITY BEN,EMPLOYEE DEDUCTS	63,640.00
BRENT BRIGHTMAN	DEC 23 AMBULANCE STIPEND	15.00
CLINTON ROTARY CLUB	QUARTERLY DUES-KIDA	211.00
DANNY WELLER	DEC 23 AMBULANCE STIPEND	72.00
TONI SCHNEIDER	REIMB SPSE EXP IN LIEU OF INS	202.38
GENESIS OCC HEALTH	MEDICAL DIRECTOR SERVICES	312.50
CORY SNODGRASS	DEC 23 AMBULANCE STIPEND	24.00
CHRISTIAN MARSH	DEC 23 AMBULANCE STIPEND	40.00
JESSIE BAUGHMAN	DEC 23 AMBULANCE STIPEND	24.00
BRANDON SMITH	DEC 23 AMBULANCE STIPEND	12.00
JENNIFER BIELEMA	DEC 23 AMBULANCE STIPEND	132.00
KEVIN DECKER	DEC 23 AMBULANCE STIPEND	48.00
JEFFREY HACKNEY	DEC 23 AMBULANCE STIPEND	48.00
TODD POWERS	DEC 23 AMBULANCE STIPEND	24.00
MICHELLE SOWLE	DEC 23 AMBULANCE STIPEND	20.00
THOMAS FRANKLIN	DEC 23 AMBULANCE STIPEND	228.00
JOHN LUND	DEC 23 AMBULANCE STIPEND	20.00
QUAD CITIES WINWATER	50 5/8x1/2 METERS,40 COUPL,TOOL	12,611.51
MICHAEL BURMAHL	DEC 23 AMBULANCE STIPEND	84.00
TONY BLOMME	DEC 23 AMBULANCE STIPEND	192.00
MIDWEST GROUP BENEFITS	WEEKLY CLAIMS	1,494.07
ACCESS SYSTEMS LEASING	CITY HALL COPIER LEASE+ADD B&W	537.75
KYLE DEWITT	DEC 23 AMBULANCE STIPEND	84.00
RILEY SOWLE	DEC 23 AMBULANCE STIPEND	40.00
CINTAS	RUGS,TOWELS-CHALL,PW;UNIF-PEWE	127.68
TEMP ASSOCIATES-IOWA, INC	DRAPER/SPRINGER/ZAMORA DEC	2,412.17
HAROLD TEAGARDEN	DEC 23 AMBULANCE STIPEND	48.00
AIRGAS USA, LLC.	CYLINDER RENTAL	34.00
AWESOME CAR WASH	NOV-DEC PD FLEET WASHES	180.00
AUTOMATIC SYSTEMS CO.	SCADA SYSTEM	67,117.34
SHALAYA AUSTIN	DEC 23 AMBULANCE STIPEND	48.00
PLAYAWAY PRODUCTS	BOOKS/DVDS	359.95
ALTORFER, INC.	GENERATOR RENTAL-WELL #5	2,575.00
JEREMIAH JACOBSEN	DEC 23 AMBULANCE STIPEND	40.00
BOUND TREE MEDICAL, LLC	AMBULANCE SUPPLIES	90.44
ELAN CITY	RADAR SPEED SIGNS-9TH STREET	9,350.00
PAYROLL CHECKS	PAYROLL CHECKS ON 01/05/2024	53,316.34
	CLAIMS TOTAL	325,815.28
	GENERAL FUND	156,309.98

LIBRARY FUND	13,186.38
PARKS FUND	1,651.01
ROAD USE FUND	6,520.68
POLICE & FIRE PENSION FUND	55.90
9TH STREET PROJECT FUND	10,461.71
ACC/GCC WATER LINE EXTENS FUND	1,450.00
PFAS FUND	20,430.46
WATER UTILITY FUND	88,662.63
SEWER UTILITY FUND	26,449.53
LANDFILL/GARBAGE FUND	637.00

Accept letter of Retirement from Ruth Evans, Cemetery Secretary, effective December 31, 2023; Accept Resignation from Pam Hoge from the Planning and Zoning Commission, effective January 4, 2024; Approve payment of Automatic Systems Co. invoices \$63,795.00 and \$3,322.34 for SCADA upgrades; Approve Change Order Four from Manatt's: Storm Sewer Structure Modifications \$9,000.00; Approve Pay Application #5 from Manatt's for the 9th Street Reconstruction Project \$325,303.01; Receive, accept and place on file draft minutes from Historical Board meeting on January 8, 2024. On roll call – all Ayes.

Mayor Pro Tem Bowman read the Second Reading, By Title Only, of an Ordinance Amending Title 3 Chapter 3 Section 10: Changing State Speed Limits in Certain Zones in Order to Increase the Speed Limit on 9th Street Between 19th Avenue and Highway 67.

Moved by Councilman Klahn, second by Councilman Farrell to approve the Second Reading, By Title Only, of an Ordinance Amending Title 3 Chapter 3 Section 10: Changing State Speed Limits in Certain Zones in Order to Increase the Speed Limit on 9th Street Between 19th Avenue and Highway 67. On roll call – Ayes – Councilmen Bowman, Rolston, Farrell, Klahn. Nays – None. Absent – Councilman Weller.

Moved by Councilman Rolston, second by Councilman Klahn to Approve/Waive the Third Reading, By Title Only, of an Ordinance Amending Title 3 Chapter 3 Section 10: Changing State Speed Limits in Certain Zones in Order to Increase the Speed Limit on 9th Street Between 19th Avenue and Highway 67. On roll call – Ayes – Councilmen Farrell, Klahn, Rolston, Bowman. Nays – None. Absent – Councilman Weller.

Moved by Councilman Klahn, second by Councilman Farrell to Adopt an Ordinance Amending Title 3 Chapter 3 Section 10: Changing State Speed Limits in Certain Zones in Order to Increase the Speed Limit on 9th Street Between 19th Avenue and Highway 67. On roll call – Ayes – Councilmen Klahn, Bowman, Rolston, Farrell. Nays – None. Absent – Councilman Weller.

ABM Representatives were in attendance for the ABM Meter Replacement and Proposal Discussion. City Administrator Kida said he sent notes to the Councilmembers; we need to understand our options. He showed a graph of water revenue, talked about the changes and said we have a metering issue now. He asked Pewe how many meters that did not read; Pewe said there were 40. These are meters that are still measuring water used, they are just not transmitting the readings. Our options are to keep the type of system we have where we drive around to get the readings, or a cellular based system where the data is kept in the cloud and we pull the information and residents can access their information as well, or an RF system that is super expensive and requires an IT staff to maintain. Mayor Pro Tem Bowman said that he was given the breakdown of costs from ABM that he requested and the water meter portion is \$2.8 million. Our options for this are, we can hire ABM, we can pay ABM for their time and move on and hire someone else but no matter what we will have to pay someone. Councilman Klahn said we need to find a meter that isn't going to go bad in 10 years or has parts that can be replaced. ABM said the Badger meter they proposed is a 20-year meter and there is some degradation that is built in their numbers. It was mentioned that a workshop to go over all the options would be a good idea.

Moved by Councilman Klahn, second by Councilman Rolston to adopt a Resolution Adopting a Policy for Application for Property Tax Abatement under the Camanche Urban Revitalization Plan. On roll call – all Ayes.

Moved by Councilman Klahn, second by Councilman Farrell to Adopting a Resolution Authorizing the Grant Application to the Clinton County Community Development Association for the Camanche Splash Pad Project. On roll call – all Ayes.

Kida explained that we would need to double the size of the generator we planned to get for City Hall, using our neighbor's land and sharing the generator. It is a budget-sensitive issue for Emergency Management so we will be moving the generator to the Community Center allowing us to use it as an emergency shelter if necessary.

Moved by Councilman Klahn, second by Councilman Farrell to Approve Relocation of a Generator Project from Camanche City Hall to the Camanche Community Center. On roll call – all Ayes.

Moved by Councilman Klahn, second by Councilman Bowman to suspend the Rules of Procedure. On roll call – all Ayes.

Moved by Councilman Klahn, second by Councilman Farrell to allow the First Reading of an Ordinance Amending Title 18.12 districts and boundaries, of the Camanche Municipal Code to rezone certain parcels of ground by Title Only. On roll call – all Ayes.

Mayor Pro Tem Bowman read the First Reading of this Ordinance Amendment by title only.

Moved by Councilman Rolston, second by Councilman Farrell to Approve the First Reading, by Title Only, of An Ordinance Amending Title 18.12, Districts and Boundaries, of the Camanche Municipal Code to Rezone Certain Parcels of Ground Owned by Lewis L. and Julie C. Todtz, defined as Tract 3 Southwest Quarter of the Southwest Quarter (SW ¼, SW ¼) Of Section 29, Township 81 North, Range 6, East of the 5th P.M., Clinton County, Iowa, Tract 4 East Half of the Southeast Quarter (E ½ SE ¼) of Section 30, Township 81 North, Range 6 East of the 5th P.M., Clinton County, Iowa, Tract 6 Outlots A and B, Windy Acres Subdivision No. 2, in the City of Camanche, Clinton County, Iowa, Tract 7 Outlot A, Windy Acres Subdivision No. 4, in the City of Camanche, Clinton County, Iowa, Tract 8 A Tract of Land Situated in the Southwest Quarter (SW ¼) of Section 30, Township 81 North, Range 6, East of the 5th P.M., Within the City of Camanche, Clinton County, Iowa as more completely described in Section 3 of the Ordinance; A parcel of ground owned by Derek Scott Harksen, defined as Tract 5 the West Half of the Southeast Quarter of Section 30, Township 81 North, Range 6 East of the 5th P. M., Clinton County, Iowa as more completely described in Section 3 of the Ordinance; Parcels of ground owned by Keith A. and Jenny Boysen, defined as Tract 9 East Half of the Southeast Quarter (E ½ SE ¼) of Section 25, Township 81 North, Range 5, East of the 5th P. M., Clinton County, Iowa, Tract 10 North Half of the Northeast Quarter (N ½ NE ¼) of Section 36, Township 81 North, Range 5, East of the 5th P. M., Clinton County Iowa as more completely described in Section 3 of the Ordinance from the current Zoning classification of M2/M3 Heavy Industrial and Ab Agricultural Rural to M-Re Renewable Energy District Overlay Utility Scale Zoning. On roll call – Ayes – Councilmen Farrell, Rolston, Bowman, Klahn. Nays – None. Absent – Councilman Weller.

Awarding of the Bid for Well #7 Access Road was tabled due to the inability to hold the Public Hearing at the beginning of the meeting.

Chief Schutte presented the December 2023 Fire Department Report.

City Administrator Kida mentioned that with the warmer weather and rain next week, there won't be anywhere for water to go; we will do our best to clear storm drains to help with this situation. Kida also recognized employees with January anniversaries: Mike Yackshaw 31 years, Jeff Moore 13 years, Jim Sowle 12 years and Troy Alderman 9 years. Councilman Klahn thanked the workers for a tough weekend. Councilman Farrell also thanked the workers. Councilman Rolston said he had some calls from people about the Camanche caucus; Kida said they should be referred to the County Auditor's Office. Chief Schmitz said the Civil Service testing will be on January 27th. Public Works Director Pewe said it has been a busy week with 12-15 hour days. There is also a water main break on 9th Street they are working on.

Mayor Pro Tem Bowman called for Public Comments. There were none.

A brief recess was taken at 7:13 p.m. The meeting reconvened at 7:35 p.m.

Moved by Councilman Klahn, second by Councilman Farrell to go to Closed Session per Iowa Code 21.5 (j) Purchase or Sale of Real Estate. On roll call – all Ayes.

The meeting reconvened to Open Session at 7:40 p.m. for a FY2025 Budget Workshop. Kida led the discussion regarding Revenues. He noted that if the levy is reduced to \$12.25, General Fund revenue will be less than the current year revenue. He also discussed debt, debt capacity, TIF and LMI.

Public Works Director Pewe presented the budget requests for the Water Department, Sewer Department, General Fund Street Department and Road Use Fund Street Department.

Chief Schutte presented the budget requests for the Fire Department and Ambulance Department; both were pretty much status quo. He talked about capital planning and the proposed purchase of the Public Safety UTV that has been funded by grants. Also discussed was the fire station roof repair or replacement, the equipment replacement plan and the balances in the CDs.

Library Liaison, Councilman Bowman, presented the Library budget request.

There will be further budget discussions at another workshop after the next Council meeting.

Mayor Pro Tem Bowman adjourned the meeting at 9:25 p.m.

Dave Bowman
Mayor Pro Tem

Toni Schneider
City Clerk/Treasurer

CLAIMS REPORT

VENDOR	REFERENCE	AMOUNT	CHECK #	CHECK DATE
ACCESS SYSTEMS LEASING	CITY HALL COPIER LEASE	275.70	93185	2/6/2024
AFLAC	AFLAC - PRETAX	465.00	10319871	1/19/2024
AIRGAS USA, LLC.	CYLINDER RENTAL	10.08	93142	1/26/2024
ALLIANT ENERGY	GAS SERVICE	2,724.75	93143	1/26/2024
ALTORFER, INC.	GENERATOR RENTAL-WELL #5	2,575.00	93144	1/26/2024
ANNA EVANS	CLOTHING ALLOWANCE	108.83	93179	1/31/2024
ARIAN STOWE	JAN 24 AMBULANCE STIPEND	35.00	93186	2/6/2024
BANKER PAINTING & DRYWALL	WINDOWS,EXTERIOR-TRAIN DEPOT	6,865.00	93187	2/6/2024
BIBLIONIX	SUBSCRIPTION DATABASES	1,870.00	93188	2/6/2024
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE PREMIUMS	1,423.92	93136	1/19/2024
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE PREMIUMS	19,978.77	93145	1/26/2024
BRANDON EDWARD SMITH	JAN 24 AMBULANCE STIPEND	12.00	93189	2/6/2024
BRENT BRIGHTMAN	JAN 24 AMBULANCE STIPEND	10.00	93190	2/6/2024
BRIAN PAUL WERNICK	JAN 24 AMBULANCE STIPEND	72.00	93191	2/6/2024
BWC EXCAVATING	9TH ST WATER MAIN REPAIR	2,825.00	93146	1/26/2024
CAMANCHE VOL FIRE DEPT	CPR, AED INSTR-EICCD	54.00	93147	1/26/2024
CENTURYLINK	TELEPHONE EXPENSE	969.14	93148	1/26/2024
CENTURYLINK	TELEPHONE EXPENSE	115.96	93192	2/6/2024
CHRISTIAN MARSH	JAN 24 AMBULANCE STIPEND	20.00	93193	2/6/2024
CINTAS	UNIFORM DEDUCT	44.01	93137	1/19/2024
CINTAS	UNIFORM DEDUCT	28.02	93178	2/2/2024
CINTAS	TOWELS,RUGS-PW,CH;UNIF-PEWE	69.66	93194	2/6/2024
CITY OF CLINTON	CAM SHARE ST LIGHT HWY 30/ANAM	1,003.39	93195	2/6/2024
CITY OF MOLINE, ILLINOIS	WATER METER TESTING	1,120.00	93196	2/6/2024
CLERK'S PETTY CASH FUND	WATER-MAIL BILLS,POSTAGE DUE	190.45	93149	1/26/2024
CLIA LABORATORY PROGRAM	7/10/24-7/9/26 CERTIFICATE FEE	180.00	93197	2/6/2024
CLINTON COUNTY SHERIFF'S	COVERAGE-5 SHIFTS;OCT-DEC 2023	3,435.28	93150	1/26/2024
CLINTON NATIONAL BANK	FED/FICA TAX WITHHOLDING	12,476.55	10319867	1/19/2024
CLINTON NATIONAL BANK	FED/FICA TAX WITHHOLDING	11,245.16	10319891	2/2/2024
CLINTON PRINTING COMPANY	WINTER 23 NEWSLETTER	500.00	93151	1/26/2024
COAST TO COAST SOLUTIONS	LIBRARY COLORING BOOKS	207.08	93198	2/6/2024
CONTINUOUS TOUCH, LLC	SIP TRUNKING	150.55	93152	1/26/2024
CORY SNODGRASS	JAN 24 AMBULANCE STIPEND	24.00	93199	2/6/2024
CQB SOUTH, LLC	BALLISTICS VEST-CPL WEINGART	1,011.95	93200	2/6/2024
DANNY WELLER	JAN 24 AMBULANCE STIPEND	144.00	93201	2/6/2024
EASTERN IOWA TIRE INC	4 TIRES-SQUAD CAR	776.90	93202	2/6/2024
EMER MEDICAL PRODUCTS INC	HARTWELL MATTRESS-AMBULANCE	680.59	93203	2/6/2024
ERIC MICHAEL DAU	JAN 24 PAID ON CALL	440.00	93204	2/6/2024
FASTENAL COMPANY	PUBLIC WORKS SHOP SUPPLIES	37.29	93205	2/6/2024
FELD FIRE	5' HOOK LIME W/ CHISEL END-FD	250.00	93153	1/26/2024
GALE/CENGAGE	BOOKS/DVDS	118.36	93206	2/6/2024
IOWA GEMT PAYMENT PROGRAM	STATE SHARE-GEMT-FEB 2024	1,408.66	10319887	1/24/2024
GREGORY EDWARD NELSON	JAN 24 AMBULANCE STIPEND	132.00	93207	2/6/2024
HAROLD TEAGARDEN	JAN 24 AMBULANCE STIPEND	84.00	93208	2/6/2024
HAWKINS, INC	130 GAL AZONE-WATER DEPARTMENT	422.81	93154	1/26/2024
HOME DEPOT CREDIT PLAN	CITY HALL SUPPLIES	14.67	10319888	1/26/2024

HOME DEPOT CREDIT PLAN	PARTS-LIBRARY DRINKING FOUNTAI	18.91	10319909	2/6/2024
HOME DEPOT CREDIT PLAN	PARTS-LIBRARY DRINKING FOUNTAI	11.34	10319910	2/6/2024
HSA ACCOUNTS	HSA- EMPLOYEES	2,780.00	10319882	1/19/2024
ICMA	ANDREW KIDA MEMBERSHIP	535.60	93155	1/26/2024
INGRAM BOOK GROUP INC	BOOKS/DVDS	1,315.94	93210	2/6/2024
IOWA ONE CALL	45 ONE CALL LOCATES	40.50	93211	2/6/2024
IPERS	IPERS	9,659.86	10319868	1/19/2024
JENNIFER BIELEMA	JAN 24 AMBULANCE STIPEND	132.00	93212	2/6/2024
JEREMIAH JACOBSEN	JAN 24 AMBULANCE STIPEND	20.00	93213	2/6/2024
JESSIE BAUGHMAN	JAN 24 AMBULANCE STIPEND	24.00	93214	2/6/2024
JOHN LUND	JAN 24 AMBULANCE STIPEND	15.00	93215	2/6/2024
JORDAN STEVEN MOORE	REIMBURSE EMS TRAINING	125.00	93156	1/26/2024
JORDAN STEVEN MOORE	REIMBURSE-EMS TRAINING	57.00	93180	1/31/2024
JORDAN STEVEN MOORE	JAN 24 AMBULANCE STIPEND	20.00	93216	2/6/2024
KEVIN DECKER	JAN 24 AMBULANCE STIPEND	12.00	93217	2/6/2024
KIESLER POLICE SUPPLY	GLOCK 9 MM PISTOL-POLICE DEPT	429.00	93157	1/26/2024
KYLE STEVEN DEWITT	JAN 24 AMBULANCE STIPEND	36.00	93218	2/6/2024
LECTRONICS INC	ALARM SERVICE-CITY HALL	30.00	93219	2/6/2024
LIBERTY NATIONAL	LIBERTY NAT PAYROLL DEDUCTIONS	291.68	93138	1/19/2024
PRINCIPAL LIFE INSURANCE CO.	LIFE INSURANCE PREMIUMS	260.53	93134	1/19/2024
PRINCIPAL LIFE INSURANCE CO.	LIFE INSURANCE PREMIUMS	896.31	93158	1/26/2024
LIGHTHOUSE SCHOOLS	FACILITY RENT-1/27/24-CIV SVC TESTING	500.00	93159	1/26/2024
MANATTS	PAY APP 5, C.O. 4 9TH ST RECONSTRUCT	334,303.01	93160	1/26/2024
MEDIACOM	INTERNET	450.00	93181	1/31/2024
MICHAEL BURMAHL	JAN 24 AMBULANCE STIPEND	60.00	93220	2/6/2024
MICHELLE ANN SOWLE	JAN 24 AMBULANCE STIPEND	20.00	93221	2/6/2024
MICROMARKETING LLC	CDS/DVDS	948.88	93222	2/6/2024
MIDAMERICAN ENERGY CO	ELECTRIC SERVICE	4,178.65	93162	1/26/2024
MIDWEST GROUP BENEFITS	WEEKLY CLAIMS	412.00	10319889	1/17/2024
MIDWEST GROUP BENEFITS	WEEKLY CLAIMS	995.63	10319890	1/24/2024
MIDWEST GROUP BENEFITS	WEEKLY CLAIMS	36.50	10319908	1/31/2024
MUELLER CO	EZ READER SOFTWARE MAINTENANCE	1,193.64	93163	1/26/2024
MUNICIPAL FIRE & POLICE	MUNICIPAL PENSION	11,483.27	10319869	1/19/2024
MUNICIPAL FIRE & POLICE	MUNICIPAL PENSION	10,658.95	10319892	2/2/2024
NATHAN CAMPIE	REIMBURSE CDL RENEWAL	67.00	93182	1/31/2024
O.T.R. TIRE	1 NEW TIRE-SNOW PLOW	425.00	93223	2/6/2024
PAUL VARNER	MILEAGE-CCASWA MEETINGS-DEC-JN	92.20	93183	1/31/2024
PCC AMBULANCE BILLING SERVICE	DEC 23 AMB BILLING SERVICE	1,648.32	93164	1/26/2024
PLATINUM INFORMATION SERVICES	IT SUPPORT,NETWORK MON,SPAMFLT	2,437.00	93165	1/26/2024
NAPA AUTO PARTS	BATTERY-FD TAHOE	129.69	93166	1/26/2024
QC ANALYTICAL SERVICES LLC	SAMPLE ANALYSIS	289.00	93167	1/26/2024
Q C COUNCIL OF POLICE CHIEFS	CHIEF SCHMITZ ANNUAL DUES	50.00	93168	1/26/2024
QUAD CITIES WINWATER	20 1/2' METER NIPPLE	105.19	93169	1/26/2024
QUALITY CONCRETE	SAND-WATER MAIN REPAIR-9TH ST	600.00	93170	1/26/2024
QUALITY CONCRETE	SAND-FILL FOR WATER MAIN BREAK	400.00	93224	2/6/2024
QUILL CORPORATION	WHITEBOARD,CLEANER,MARKERS CEM	150.45	93171	1/26/2024
REPUBLIC SERVICES	JAN CITY COLLECTION	31,093.90	93172	1/26/2024
RILEY SOWLE	JAN 24 PAID ON CALL	160.00	93225	2/6/2024

SECRETARY OF STATE	NOTARY RENEWAL-KIDA	30.00	93173	1/26/2024
SHALAYA AUSTIN	JAN 24 AMBULANCE STIPEND	84.00	93226	2/6/2024
SPARKLEAN	JAN 24 CLEANING-CITY HALL	745.00	93227	2/6/2024
TEMP ASSOCIATES-IOWA, INC	DRAPER/SPRINGER/ZAMORA 1/25/24	5,325.00	93184	1/31/2024
THOMAS FRANKLIN	JAN 24 AMBULANCE STIPEND	156.00	93228	2/6/2024
THOMPSON TRUCK & TRAILER	REPLACE MIRROR-CAMPIE PLOW TRK	872.50	93229	2/6/2024
TODD POWERS	JAN 24 AMBULANCE STIPEND	12.00	93230	2/6/2024
TOM MCMANUS BACKHOE AND	EXCAV WATER MAIN-9TH STREET	2,995.00	93174	1/26/2024
ANTHONY RAYMOND BLOMME	JAN 24 AMBULANCE STIPEND	144.00	93231	2/6/2024
TREASURER STATE OF IOWA	STATE WITHHOLDING TAXES	5,615.44	10319870	1/19/2024
TREASURER STATE OF IOWA	JAN 24 SALES TAX	415.72	10319911	2/6/2024
TREASURER STATE OF IOWA	JAN 24 WATER EXCISE TAX	2,632.43	10319912	2/6/2024
TROY ALDERMAN	CLOTHING ALLOWANCE	108.36	93175	1/26/2024
US CELLULAR	PD CELL PHONES,MOBILE 311 DATA	613.19	93176	1/26/2024
VOYA INSTITUTIONAL TRUST CO	457 PLAN DEDUCT	1,864.00	93133	1/19/2024
WINDSTREAM CORPORATION	PHONE/LONG DISTANCE	306.24	93177	1/26/2024
ACCOUNT 1101145000	WATER DEPOSIT REFUND	115.97	93131	1/16/2024
ACCOUNT 1101454003	WATER DEPOSIT REFUND	150.00	93139	1/19/2024
ACCOUNT 1100210002	WATER DEPOSIT REFUND	128.22	93141	1/19/2024
ACCOUNT 1101368001	WATER DEPOSIT REFUND	138.26	93140	1/19/2024
	PAYROLL PAID ON 01/19/24	51,726.88		
	PAYROLL PAID ON 02/02/24	47,330.75		
	***** REPORT TOTAL *****	617,713.44		
	GENERAL	159,307.66		
	LIBRARY	19,597.82		
	PARKS	3,338.99		
	CEMETERY	1,258.41		
	ROAD USE	15,384.60		
	POLICE & FIRE PENSION	500.00		
	9TH STREET PROJECT	334,303.01		
	PFAS	7,447.55		
	TRAIN DEPOT PROJECT	6,865.00		
	WATER UTILITY FUND	29,034.81		
	SEWER UTILITY FUND	7,953.25		
	LANDFILL/GARBAGE	32,606.37		
	TOTAL FUNDS	617,597.47		

CHECK NO	DATE	EMP NO	PAY TO THE ORDER OF	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1			CITIZEN'S FIRST BANK 073922762				
6739	1/19/2024	9500	HAROLD W TEAGARDEN	1343.87			
6740	1/19/2024	10400	GAYLON S PEWE	2059.93			
6741	1/19/2024	9600	JEFFREY R ANNEAR	104.56			
6742	1/19/2024	10900	JEFFREY J APLIN	296.46			
6743	1/19/2024	3900	MICHAEL G YACKSHAW	250.00			
6744	1/19/2024	3900	MICHAEL G YACKSHAW	1503.09			
6745	1/19/2024	4000	DARYL W YODER	3060.91			
6746	1/19/2024	7700	NATHAN P CAMPIE	125.00			
6747	1/19/2024	7700	NATHAN P CAMPIE	2355.30			
6748	1/19/2024	1800	WILLIAM J LODGE	425.00			
6749	1/19/2024	1800	WILLIAM J LODGE	333.00			
6750	1/19/2024	1800	WILLIAM J LODGE	1624.90			
6751	1/19/2024	2800	RICHARD E SCHMITZ	1526.28			
6752	1/19/2024	2800	RICHARD E SCHMITZ	1250.00			
6753	1/19/2024	3200	KELLI J ELLIOTT	1654.46			
6754	1/19/2024	3200	KELLI J ELLIOTT	806.67			
6755	1/19/2024	8600	CORY J SNODGRASS	1235.00			
6756	1/19/2024	8600	CORY J SNODGRASS	1664.31			
6757	1/19/2024	8700	ANDREW M WEINGART	2498.77			
6758	1/19/2024	9700	BRITTNEY R PARKS	2404.09			
6759	1/19/2024	1900	JEFFREY D MOORE	3195.83			
6760	1/19/2024	3000	DAVID C SCHUTTE	2694.04			
6761	1/19/2024	3300	JAMES F SOWLE	400.00			
6762	1/19/2024	3300	JAMES F SOWLE	2455.76			
6763	1/19/2024	9100	MITCHELL L JAHNS	2069.60			
6764	1/19/2024	9200	JACOB M VANZUIDEN	1100.00			
6765	1/19/2024	9200	JACOB M VANZUIDEN	600.00			
6766	1/19/2024	9200	JACOB M VANZUIDEN	503.31			
6767	1/19/2024	700	ANNA L EVANS	1543.36			
6768	1/19/2024	5100	NANCY J MCDUGALL	629.34			
6769	1/19/2024	10000	SHAINA J PAARMANN	554.65			
6770	1/19/2024	9400	ROB J PUTMAN	238.00			
6771	1/19/2024	7000	ANDREW S KIDA	700.00			
6772	1/19/2024	7000	ANDREW S KIDA	2158.55			
6773	1/19/2024	7300	TONI L SCHNEIDER	55.00			
6774	1/19/2024	7300	TONI L SCHNEIDER	40.00			
6775	1/19/2024	7300	TONI L SCHNEIDER	185.00			
6776	1/19/2024	7300	TONI L SCHNEIDER	1402.62			
6777	1/19/2024	10700	SHAUNA E TEGELER	1090.90			
6778	1/19/2024	5000	CHRISTY J SCHUTTE	40.00			
6779	1/19/2024	5000	CHRISTY J SCHUTTE	150.00			
6780	1/19/2024	5000	CHRISTY J SCHUTTE	1043.86			
6781	1/19/2024	6600	TROY F ALDERMAN	2355.46			
			BANK TOTAL	51726.88			
			REPORT TOTAL	51726.88			

CHECK NO	DATE	EMP NO	PAY TO THE ORDER OF	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1			CITIZEN'S FIRST BANK 073922762				
6782	2/02/2024	9500	HAROLD W TEAGARDEN	1343.87			
6783	2/02/2024	10400	GAYLON S PEWE	2085.15			
6784	2/02/2024	10900	JEFFREY J APLIN	115.83			
6785	2/02/2024	3900	MICHAEL G YACKSHAW	250.00			
6786	2/02/2024	3900	MICHAEL G YACKSHAW	1871.75			
6787	2/02/2024	4000	DARYL W YODER	2250.14			
6788	2/02/2024	7700	NATHAN P CAMPIE	125.00			
6789	2/02/2024	7700	NATHAN P CAMPIE	1858.18			
6790	2/02/2024	1800	WILLIAM J LODGE	425.00			
6791	2/02/2024	1800	WILLIAM J LODGE	333.00			
6792	2/02/2024	1800	WILLIAM J LODGE	2037.79			
6793	2/02/2024	2800	RICHARD E SCHMITZ	1439.25			
6794	2/02/2024	2800	RICHARD E SCHMITZ	1350.00			
6795	2/02/2024	3200	KELLI J ELLIOTT	1654.46			
6796	2/02/2024	3200	KELLI J ELLIOTT	300.40			
6797	2/02/2024	8600	CORY J SNODGRASS	1235.00			
6798	2/02/2024	8600	CORY J SNODGRASS	834.73			
6799	2/02/2024	8700	ANDREW M WEINGART	2212.48			
6800	2/02/2024	9700	BRITTNEY R PARKS	2572.46			
6802	2/02/2024	1900	JEFFREY D MOORE	2371.71			
6803	2/02/2024	3000	DAVID C SCHUTTE	2665.70			
6804	2/02/2024	3300	JAMES F SOWLE	400.00			
6805	2/02/2024	3300	JAMES F SOWLE	2089.93			
6806	2/02/2024	9100	MITCHELL L JAHNS	2240.30			
6807	2/02/2024	9200	JACOB M VANZUIDEN	1100.00			
6808	2/02/2024	9200	JACOB M VANZUIDEN	600.00			
6809	2/02/2024	9200	JACOB M VANZUIDEN	570.48			
6810	2/02/2024	700	ANNA L EVANS	1543.36			
6811	2/02/2024	5100	NANCY J MCDUGALL	396.90			
6812	2/02/2024	10000	SHAINA J PAARMANN	554.65			
6813	2/02/2024	7000	ANDREW S KIDA	700.00			
6814	2/02/2024	7000	ANDREW S KIDA	1942.06			
6815	2/02/2024	7300	TONI L SCHNEIDER	55.00			
6816	2/02/2024	7300	TONI L SCHNEIDER	40.00			
6817	2/02/2024	7300	TONI L SCHNEIDER	185.00			
6818	2/02/2024	7300	TONI L SCHNEIDER	1722.11			
6819	2/02/2024	10700	SHAUNA E TEGELER	991.25			
6820	2/02/2024	5000	CHRISTY J SCHUTTE	40.00			
6821	2/02/2024	5000	CHRISTY J SCHUTTE	150.00			
6822	2/02/2024	5000	CHRISTY J SCHUTTE	1025.98			
6823	2/02/2024	6600	TROY F ALDERMAN	1651.83			
			BANK TOTAL	47330.75			
			REPORT TOTAL	47330.75			

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
001	GENERAL	159,307.66
002	LIBRARY	19,597.82
003	PARKS	3,338.99
004	CEMETERY	1,258.41
110	ROAD USE	15,384.60
117	POLICE & FIRE PENSION	500.00
321	9TH STREET PROJECT	334,303.01
333	PFAS	7,447.55
334	TRAIN DEPOT PROJECT	6,865.00
600	WATER UTILITY FUND	29,034.81
610	SEWER UTILITY FUND	7,953.25
670	LANDFILL/GARBAGE	32,606.37

	TOTAL FUNDS	617,597.47

BALANCE SHEET
CALENDAR 12/2023, FISCAL 6/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH ON HAND-GENERAL	60,608.43-	535,152.87
001-000-1119	CASH - INSURANCE FUND	97.71	69,203.39
002-000-1110	CASH-LIBRARY	5,559.13	62,320.68
003-000-1110	CASH-PARKS AND REC	4,686.23	38,681.74
004-000-1110	CASH-CEMETERY	3,227.17	9,767.58
110-000-1110	CASH-ROAD USE	42,644.13	356,006.86
112-000-1110	CASH - EMPLOYEE BENEFIT	4,937.21-	135,541.74
117-000-1110	CASH - CIVIL SVC. RET. EX	11,283.87-	45,440.75
125-000-1110	CASH - TIF	50,793.52-	.00
126-000-1110	CASH-CROSS TIF-E RIVER CT	13,549.38-	.00
145-000-1110	CASH-LOW/MODERATE HOUSING	2,061.64	73,551.35
146-000-1110	CASH-CROSS LMI-E RIVER CT	251.60	33,625.14
160-000-1110	CASH - ECONOMIC DEVELOP.	.00	.00
167-000-1110	CASH - TRUST & AGENCY	.00	.00
200-000-1110	CASH-DEBT SERVICE	3,618.93	298,874.98
312-000-1110	CASH - 9TH AV/ANAMOSA/21ST ST	.00	6,174.35
315-000-1110	CASH-CITY HALL EXPANSION PROJ	.00	.00
315-750-1110	CASH	.00	.00
316-000-1110	CASH-21ST ST CULVERT	.00	.00
317-000-1110	CASH	.00	.00
318-000-1110	CASH-AMERICAN RESCUE PLAN	.00	128,323.60
319-000-1110	CASH PHASE III SIP/EQUIPMENT	.00	.00
320-000-1110	CASH-ROUNDAABOUT PROJECT	.00	35,929.83-
321-000-1110	CASH-9TH STREET PROJECT	3,554.00-	296,854.00
325-000-1110	CASH-ACC/GCC WATER LINE EXTENS	.00	116,950.00
333-000-1110	CASH-PFAS-3M	38,342.06-	433,627.50
334-000-1110	CASH-TRAIN DEPOT PROJECT	.00	8,850.00
600-000-1110	CASH-WATER	18,449.98	580,251.61
600-000-1111	WATER DEPOSITS	1,350.00	195,416.61
610-000-1110	CASH-SEWER	23,067.85	123,237.28
670-000-1110	CASH-GARBAGE	8,717.66	22,979.19-
	CASH TOTAL	69,336.44-	3,488,943.01
302-000-1111	CASH-CDBG	.00	.00
	CASH-CDBG TOTAL	.00	.00
001-000-1120	PETTY CASH - CLERK	.00	200.00
002-000-1121	PETTY CASH - LIBRARY	.00	325.00
600-000-1120	PETTY CASH	.00	200.00
	PETTY CASH TOTAL	.00	725.00
002-000-1160	LIBRARY SAVINGS	40.32	17,241.06
	LIBRARY SAVINGS TOTAL	40.32	17,241.06

BALANCE SHEET
CALENDAR 12/2023, FISCAL 6/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1161	BARGAIN UNIT WELLNESS PRG	.00	.00
320-000-1161	CD	.00	.00
321-000-1161	9TH ST CFB CD #36432	.00	.00
		-----	-----
	WELLNESS SAVINGS TOTAL	.00	.00
167-000-1160	ROBERT HOWSON EST TRUST	.77	327.35
		-----	-----
	ROBERT HOWSON SAVINGS TOTAL	.77	327.35
167-000-1161	PERP CARE TRUST SAVINGS	2.71	1,158.82
		-----	-----
	PERPETUAL CARE SAVINGS TOTAL	2.71	1,158.82
167-000-1170	PERP CARE TRUST CD#19810	.00	85,000.00
321-000-1170	CD #36432	.00	.00
		-----	-----
	CD #01875 TOTAL	.00	85,000.00
001-000-1170	GEN P.W.D. EQ C.D.#37804	.00	6,297.88
001-000-1171	GEN POL EQ PUR C.D.#37804	.00	97,306.05
001-000-1172	GEN FIRE EQ C.D. #37804	.00	351,047.62
001-000-1173	GENERAL C HALL-CD#37804	.00	5,646.58
001-000-1174	AMBULANCE EQUIP-CD#37804	.00	72,839.96
610-000-1171	SEWER EQ. PUR. C.D.04250	.00	.00
		-----	-----
	CD #01875 TOTAL	.00	533,138.09
002-000-1176	EQUIPMENT RESERVE-CD19463	.00	24,297.30
		-----	-----
	CD #01875 TOTAL	.00	24,297.30
001-000-1177	GEN CD #17954 VACATION/SICK	.00	87,984.91
		-----	-----
	CD #02337 TOTAL	.00	87,984.91
001-000-1178	GENERAL CD 15758	.00	.00
		-----	-----
	CD #01875 TOTAL	.00	.00
003-000-1179	RECREA. RIP-RAP CD#04965	.00	.00
004-000-1175	CEMETERY TRACTOR CD19463	.00	10,177.17
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BALANCE SHEET
CALENDAR 12/2023, FISCAL 6/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
	CD #01883 TOTAL	.00	10,177.17
003-000-1176	RECRE. MOWER CD19463	.00	59,236.23
110-000-1170	R.U.T. C. D. #07997	.00	.00
		-----	-----
	CD #01883 TOTAL	.00	59,236.23
600-000-1170	WATER METER C.D. #19802	.00	99,890.48
		-----	-----
	CD #02303 TOTAL	.00	99,890.48
600-000-1171	WATER UT RES CD 07450	.00	.00
		-----	-----
	CD #07450 TOTAL	.00	.00
001-000-1179	KATSIS MEMORIAL FUND-CD #00976	.00	.00
610-000-1170	SEW NE CO FUT DS #80644	.00	.00
		-----	-----
	CD #00976 TOTAL	.00	.00
600-000-1172	WATER MAINTENANCE-CD #19422	.00	109,343.02
		-----	-----
	CD #01289 TOTAL	.00	109,343.02
		=====	=====
	TOTAL CASH	69,292.64-	4,517,462.44
		=====	=====

OUTSTANDING TRANSACTION REGISTER

OPEN

MOD CODE	BANK NO	NAME	NUMBER	DATE	PERIOD	VEND/EMPL	OTHER NUMB	DEPOSITS	CHECKS AND WITHDRAWALS	RECONCILING	VOIDED	MANUAL
	1	CITIZEN'S FIRST BANK					STATEMENT DATE: 12/31/2023					
RM DEP	86171	12/29/23	06/24	DEPOSIT				9,322.17				
BK DEP	86173	12/31/23	06/24	CR Card Deposit				350.36				
BK DEP	86174	12/30/23	06/24	CR Card Deposit				1,498.68				
BK DEP	86175	12/29/23	06/24	CR Card Deposit				880.37				
BK DEP	86248	12/28/23	06/24	SPLIT ECHECKS/CREDIT CARD				436.85				
PR CHK	83576	1/02/20	07/20	HOUZENGA, DAMIE					.93			
UB CHK	86229	7/01/21	01/22	GRAMS KENDALL					1.55			
AP CHK	86271	7/12/21	01/22	JESSE SCHNEEBERGER					15.00			
AP CHK	86406	8/06/21	02/22	DREW HACKNEY					15.00			
AP CHK	86420	8/06/21	02/22	JESSE SCHNEEBERGER					10.00			
AP CHK	86555	9/07/21	03/22	JESSE SCHNEEBERGER					10.00			
AP CHK	87481	2/15/22	08/22	JESSE SCHNEEBERGER					25.00			
AP CHK	87575	3/04/22	09/22	JESSE SCHNEEBERGER					5.00			
AP CHK	87584	3/04/22	09/22	RILEY SOWLE					60.00			
AP CHK	87749	4/08/22	10/22	JESSE SCHNEEBERGER					30.00			
AP CHK	87901	5/17/22	11/22	JESSE SCHNEEBERGER					5.00			
AP CHK	87923	5/17/22	11/22	RILEY SOWLE					60.00			
AP CHK	88025	6/10/22	12/22	JESSE SCHNEEBERGER					5.00			
AP CHK	88035	6/10/22	12/22	RILEY SOWLE					36.00			
AP CHK	88232	7/19/22	01/23	JESSE SCHNEEBERGER					5.00			
AP CHK	88254	7/19/22	01/23	RILEY SOWLE					36.00			
AP CHK	88794	11/02/22	05/23	MICHAEL ANDERSON JR					12.00			
UB CHK	88972	12/09/22	06/23	KIMMER SARAH					9.82			
UB CHK	88973	12/09/22	06/23	O'NEAL MARCIA					1.98			
AP CHK	89146	1/13/23	07/23	MORGAN BUTT					24.00			
AP CHK	89300	2/15/23	08/23	TRISH ANN ANDERSON					20.00			
UB CHK	89559	4/11/23	10/23	NILES BRADLEY					8.69			
AP CHK	89578	4/11/23	10/23	MORGAN BUTT					24.00			
UB CHK	89867	6/08/23	12/23	COOK THOMAS J					78.03			
UB CHK	89869	6/08/23	12/23	HOENICKE HANNAH					53.32			
UB CHK	89994	6/27/23	12/23	CARBAJAL JESSE					117.90			
AP CHK	92171	7/18/23	01/24	RILEY SOWLE					160.00			
AP CHK	92317	8/04/23	02/24	MORGAN BUTT					12.00			
AP CHK	92477	9/11/23	03/24	MICHAEL BURMAHL					72.00			
AP CHK	92557	9/22/23	03/24	SECRETARY OF STATE					30.00			
AP CHK	92634	10/06/23	04/24	MORGAN BUTT					12.00			
AP CHK	92640	10/06/23	04/24	RILEY SOWLE					160.00			
AP CHK	92735	10/31/23	04/24	BRITTNEY PARKS					140.00			
AP CHK	92780	11/09/23	05/24	DANNY WELLER					156.00			
AP CHK	92785	11/09/23	05/24	JEFFREY HACKNEY					12.00			
AP CHK	92793	11/09/23	05/24	MORGAN BUTT					12.00			
AP CHK	92795	11/09/23	05/24	RILEY SOWLE					80.00			
AP CHK	92910	12/08/23	06/24	CINTAS					18.20			
AP CHK	92915	12/08/23	06/24	CHRISTIAN MARSH					120.00			
AP CHK	92917	12/08/23	06/24	DANNY WELLER					180.00			
AP CHK	92922	12/08/23	06/24	HAROLD TEAGARDEN					134.00			
AP CHK	92923	12/08/23	06/24	JEFFREY HACKNEY					12.00			
AP CHK	92925	12/08/23	06/24	JEREMIAH JACOBSEN					40.00			
AP CHK	92932	12/08/23	06/24	RILEY SOWLE					20.00			
AP CHK	92933	12/08/23	06/24	SHALAYA AUSTIN					36.00			
AP CHK	92939	12/08/23	06/24	TROY ALDERMAN					54.56			
AP CHK	92948	12/19/23	06/24	BWC EXCAVATING					2,771.00			

OUTSTANDING TRANSACTION REGISTER OPEN

MOD CODE	BANK NO NAME			VEND/EMPL	OTHER NUMB	CHECKS AND		RECONCILING	VOIDED	MANUAL
	NUMBER	DATE	PERIOD			DEPOSITS	WITHDRAWALS			
AP CHK	92949	12/19/23	06/24	CAMANCHE WATER WORKS			596.46			
AP CHK	92950	12/19/23	06/24	CENTURYLINK			166.75			
AP CHK	92951	12/19/23	06/24	CINTAS			85.11			
AP CHK	92957	12/19/23	06/24	COAST TO COAST COMPUTER			207.08			
AP CHK	92961	12/19/23	06/24	EASTERN IOWA COMM COLLEGE			18.00			
AP CHK	92969	12/19/23	06/24	IOWA POLICE CHIEFS ASSOC			125.00			
AP CHK	92971	12/19/23	06/24	LESLIE ELECTRIC			17,445.00			
AP CHK	92981	12/19/23	06/24	POSITIVE PROMOTIONS, INC			330.95			
AP CHK	92986	12/19/23	06/24	SANTA HOUSE/HOLIDAY HOUSE			500.00			
AP CHK	92987	12/19/23	06/24	SECRETARY OF STATE			30.00			
AP CHK	92988	12/19/23	06/24	SHIVE-HATTERY ENGINEERS			23,415.98			
AP CHK	92994	12/22/23	06/24	LIFE INSURANCE			260.53			
AP CHK	92996	12/22/23	06/24	BLUE CROSS BLUE SHIELD			1,423.92			
AP CHK	92997	12/22/23	06/24	CINTAS			44.01			
AP CHK	92998	12/20/23	06/24	CENTURYLINK			1,080.72			
AP CHK	93002	12/20/23	06/24	RJ EDENS RENTAL PROPERT			53,930.13			
AP CHK	93003	12/20/23	06/24	XOP NETWORKS			779.00			
AP CHK	93005	12/29/23	06/24	ALEXIS FIRE EQUIP CO INC			2,636.83			
AP CHK	93006	12/29/23	06/24	ALLIANT ENERGY			1,925.26			
AP CHK	93007	12/29/23	06/24	BLUE CROSS BLUE SHIELD			19,903.79			
AP CHK	93008	12/29/23	06/24	CENTURYLINK			115.92			
AP CHK	93009	12/29/23	06/24	J.P. COOKE COMPANY			163.55			
AP CHK	93010	12/29/23	06/24	LIFE INSURANCE			978.41			
AP CHK	93011	12/29/23	06/24	MID-AMERICAN RESEARCH CHE			172.31			
AP CHK	93013	12/29/23	06/24	MIDAMERICAN ENERGY CO			3,858.81			
AP CHK	93014	12/29/23	06/24	PARTS AUTHORITY LLC			128.81			
AP CHK	93015	12/29/23	06/24	PCC AMBULANCE BILLING SER			1,681.13			
AP CHK	93016	12/29/23	06/24	PREMIER PARTS INC			510.64			
AP CHK	93017	12/29/23	06/24	QC ANALYTICAL SERVICES			125.00			
AP CHK	93018	12/29/23	06/24	QUILL CORPORATION			241.92			
AP CHK	93019	12/29/23	06/24	REPUBLIC SERVICES			37,449.34			
AP CHK	93020	12/29/23	06/24	UMB BANK NA			750.00			
AP CHK	93021	12/29/23	06/24	US CELLULAR			613.10			
AP CHK	93022	12/29/23	06/24	WINDSTREAM			306.20			
AP ETR	10319811	12/22/23	06/24	AFLAC			465.00			
AP ETR	10319864	12/31/23	07/24	TREASURER STATE OF IOWA			1,960.02			1/12/2024MANUAL
BANK TOTAL						12,488.43	179,325.66	.00		
DEPOSITS-CHECKS						166,837.23-				

BANK NO	DATE	JOURNAL	PENDING DEPOSITS	ADJUSTMENTS*
1	6/30/2022	RM 1589	159.64	.00
1	6/30/2022	RM 1611	159.64-	.00
1	7/06/2022	RM 1619	10,966.25	.00
1	7/06/2022	RM 1633	10,966.25-	.00
1	10/03/2022	RM 2012	164.89-	.00
1	11/01/2022	RM 2166	93.79	.00
1	11/01/2022	RM 2170	93.79-	.00

OUTSTANDING TRANSACTION REGISTER OPEN

MOD CODE	BANK NO	NAME	DATE	PERIOD	VEND/EMPL	OTHER NUMB	DEPOSITS	CHECKS AND WITHDRAWALS	RECONCILING	VOIDED	MANUAL
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BANK NO	DATE	JOURNAL	PENDING DEPOSITS	ADJUSTMENTS*
<hr style="border-top: 1px dashed black;"/>				
1	12/30/2022	RM 2377	207.76	.00
1	12/30/2022	RM 2398	207.76-	.00
1	1/12/2023	RM 2474	127.49	.00
1	4/10/2023	RM 2846	963.17	.00
1	4/10/2023	RM 2849	963.17-	.00
1	10/02/2023	RM 3542	454.37	.00
1	10/02/2023	RM 3551	454.37-	.00
1	12/26/2023	RM 3882	50.00	.00
1	12/29/2023	RM 3905	640.07	.00
1	12/26/2023	RM 3922	179.71	460.36
1	12/21/2023	RM 3928	275.22	364.85
1	12/26/2023	RM 3945	229.71-	.00
<hr style="border-top: 1px dashed black;"/>				
BANK TOTAL			877.89	825.21
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REPORT TOTAL			877.89	

*Adjustments include fees and returns that reduce GWorks Payments Deposits.

BANK CASH REPORT 2023

BANK NAME FUND GL NAME	NOVEMBER CASH BALANCE	DECEMBER RECEIPTS	DECEMBER DISBURSMENTS	DECEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	DEC BANK BALANCE
CITIZEN'S FIRST BANK						

BANK CITIZEN'S FIRST BANK						3,653,180.15
001 CASH ON HAND-GENERAL	595,761.30	178,563.71	239,172.14	535,152.87		
001 CASH - INSURANCE FUND	69,105.68	479.69	381.98	69,203.39	33,533.23	
002 CASH-LIBRARY	56,761.55	23,787.79	18,228.66	62,320.68	1,539.60	
003 CASH-PARKS AND REC	33,995.51	8,961.97	4,275.74	38,681.74	869.65	
004 CASH-CEMETERY	6,540.41	7,020.54	3,793.37	9,767.58	125.05	
110 CASH-ROAD USE	313,362.73	94,344.96	51,700.83	356,006.86	39,498.58	
112 CASH - EMPLOYEE BENEFIT	140,478.95	3,252.81	8,190.02	135,541.74		
117 CASH - CIVIL SVC. RET. EX	56,724.62	6,314.27	17,598.14	45,440.75		
125 CASH - TIF	50,793.52	3,136.61	53,930.13	0.00	53,930.13	
126 CASH-CROSS TIF-E RIVER CT	13,549.38	410.50	13,959.88	0.00		
145 CASH-LOW/MODERATE HOUSING	71,489.71	2,061.64	0.00	73,551.35		
146 CASH-CROSS LMI-E RIVER CT	33,373.54	251.60	0.00	33,625.14		
160 CASH - ECONOMIC DEVELOP.	0.00	0.00	0.00	0.00		
167 CASH - TRUST & AGENCY	0.00	0.00	0.00	0.00		
200 CASH-DEBT SERVICE	295,256.05	13,562.23	9,943.30	298,874.98	750.00	
301 CASH-STORM SEWER IMP PROJ	0.00	0.00	0.00	0.00		
303 ACC/GCC CASH	0.00	0.00	0.00	0.00		
304 CASH - MRT	0.00	0.00	0.00	0.00		
305 CASH-WASHINGTON BLVD.	0.00	0.00	0.00	0.00		
306 CASH - 9TH STREET BRIDGE	0.00	0.00	0.00	0.00		
307 CASH-9TH ST REC TRAIL	0.00	0.00	0.00	0.00		
308 CASH-EMERGENCY GENERATOR	0.00	0.00	0.00	0.00		
309 CASH-9TH AVE CURB & RECONST	0.00	0.00	0.00	0.00		
310 CASH-3RD ST MILL & OVERLAY	0.00	0.00	0.00	0.00		
311 CASH-21ST CULVERT	0.00	0.00	0.00	0.00		
312 CASH - 9TH AV/ANAMOSA/21ST ST	6,174.35	0.00	0.00	6,174.35		
313 CASH - WASH BLVD ENHANCEMENT	0.00	0.00	0.00	0.00		
314 CASH-CITY HALL PROJECT	0.00	0.00	0.00	0.00		
315 CASH-CITY HALL EXPANSION PROJ	0.00	0.00	0.00	0.00		
316 CASH-21ST ST CULVERT	0.00	0.00	0.00	0.00		
317 CASH	0.00	0.00	0.00	0.00		
318 CASH-AMERICAN RESCUE PLAN	128,323.60	0.00	0.00	128,323.60		
319 CASH PHASE III SIP/EQUIPMENT	0.00	0.00	0.00	0.00		
320 CASH-ROUNDAABOUT PROJECT	35,929.83-	0.00	0.00	35,929.83-		
321 CASH-9TH STREET PROJECT	300,408.00	0.00	3,554.00	296,854.00	3,554.00	
325 CASH-ACC/GCC WATER LINE EXTENS	116,950.00	0.00	0.00	116,950.00		
333 CASH-PFAS-3M	471,969.56	516.55	38,858.61	433,627.50	35,617.48	
334 CASH-TRAIN DEPOT PROJECT	8,850.00	0.00	0.00	8,850.00		
600 CASH-WATER	561,801.63	38,731.79	20,281.81	580,251.61		
600 WATER DEPOSITS	194,066.61	1,350.00	0.00	195,416.61	3,607.65	
610 CASH-SEWER	100,169.43	62,748.41	39,680.56	123,237.28	4,324.15	
615 CASH-SEWER SINKING FUND	0.00	0.00	0.00	0.00		
620 CASH-SEWER RESERVE	0.00	0.00	0.00	0.00		
670 CASH-GARBAGE	31,696.85-	48,718.63	40,000.97	22,979.19-	16.12	
PENDING CREDIT-CARD DEPOSITS					640.07	
DEPOSITS					12,488.43	

CITIZEN'S FIRST BANK TOTALS	3,558,279.45	494,213.70	563,550.14	3,488,943.01	164,237.14	3,653,180.15

BANK CASH REPORT 2023

BANK NAME	NOVEMBER	DECEMBER	DECEMBER	DECEMBER	OUTSTANDING	DEC BANK
FUND. GL NAME	CASH BALANCE	RECEIPTS	DISBURSMENTS	CASH BALANCE	TRANSACTIONS	BALANCE
<hr/>						
TOTAL OF ALL BANKS	3,558,279.45	494,213.70	563,550.14	3,488,943.01	164,237.14	3,653,180.15
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TREASURER'S REPORT
CALENDAR 12/2023, FISCAL 6/2024

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	1,286,189.98	142,039.28	202,550.00	.00	1,225,679.26
002 LIBRARY	98,584.59	21,979.28	16,379.83	.00	104,184.04
003 PARKS	93,231.74	8,162.50	3,476.27	.00	97,917.97
004 CEMETERY	16,717.58	6,516.67	3,289.50	.00	19,944.75
110 ROAD USE	313,362.73	55,042.59	12,398.46	.00	356,006.86
112 EMPLOYEE BENEFIT	140,478.95	3,252.81	8,190.02	.00	135,541.74
117 POLICE & FIRE PENSION	56,724.62	6,314.27	17,598.14	.00	45,440.75
125 EDENS - TIF	50,793.52	3,136.61	53,930.13	.00	.00
126 CROSS TIF	13,549.38	410.50	13,959.88	.00	.00
145 LOW/MODERATE HOUSING	71,489.71	2,061.64	.00	.00	73,551.35
146 LOW/MODERATE HOUSING CR	33,373.54	251.60	.00	.00	33,625.14
160 ECONOMIC DEVELOPEMENT	.00	.00	.00	.00	.00
167 P.C. & R. HOWSON TRUST	86,482.69	3.48	.00	.00	86,486.17
200 DEBT SERVICE	295,256.05	13,562.23	9,943.30	.00	298,874.98
302 CDBG	.00	.00	.00	.00	.00
312 9TH AV/ANAMOSA/21ST ST	6,174.35	.00	.00	.00	6,174.35
315 CITY HALL EXPANSION PRO	.00	.00	.00	.00	.00
316 21ST STREET CULVERT	.00	.00	.00	.00	.00
317 LANHART PROPERTY	.00	.00	.00	.00	.00
318 ARP-AMERICAN RESCUE PLA	128,323.60	.00	.00	.00	128,323.60
319 PHASE III SIP/EQUIPMENT	.00	.00	.00	.00	.00
320 ROUNDABOUT-7TH AVE/HWY	35,929.83-	.00	.00	.00	35,929.83-
321 9TH STREET PROJECT	300,408.00	.00	3,554.00	.00	296,854.00
325 ACC/GCC WATER LINE EXTE	116,950.00	.00	.00	.00	116,950.00
333 PFAS	471,969.56	.00	38,342.06	.00	433,627.50
334 TRAIN DEPOT PROJECT	8,850.00	.00	.00	.00	8,850.00
600 WATER UTILITY FUND	965,301.74	35,503.92	18,770.39	3,066.45	985,101.72
610 SEWER UTILITY FUND	100,169.43	62,074.55	39,111.07	104.37	123,237.28
670 LANDFILL/GARBAGE	31,696.85-	47,557.62	38,839.96	.00	22,979.19-
Report Total	4,586,755.08	407,869.55	480,333.01	3,170.82	4,517,462.44

Park and Rec Minutes

The meeting was called to order at 6:00p.m. on 01/08/24.

Linda Putman, Casey Green, Mike Burmahl, Bill Siefken present. Hometown Pride Karlee Low, Carolyn Cozzolino and Francis Boggus were our guest.

A motion was made to Approve December 11th. 1st Bill Siefken, 2nd Mike Burmahl. All in favor so motion carried.

A motion was made to approve the financials. 1st Linda Putman 2nd Bill Siefken. All in favor so motion carried.

Hometown Pride had the floor to discuss their upcoming Trivia night at Imperial Lanes, on February 24th at 6:30 p.m. Teams of up to 8 people. Sign up online or contact them. \$100.00 a team cut off date 2/10/24. They will have 50/50 raffles and the theme is Swimming to our Goal. You can dress for the theme or dress tropical. Casey suggested have the teen board help the night of the event. If you would like to donate an auction basket, please let Carolyn Cozzolino know. They will be getting donation letters out soon. The goal is to raise \$2000.00 for this event. Hometown Pride will have a plaque made with the donor's names. We also discussed the banners and lights on the pole. Casey will talk to Andrew Kida about paying the fees to have them put up and taken down. Some of the Christmas lights need fixed or replaced.

We worked on the budget sheet and Casey will get it to Toni for council approval. We need to add a line item for the Splash Pad \$400,000. A motion was made to add the line item. 1st by Mike Burmahl and 2nd Linda Putman. All in favor so motion carried.

Respectfully submitted,

Linda Putman

ORDINANCE _____

AN ORDINANCE AMENDING TITLE 18.12, DISTRICTS AND BOUNDARIES, OF THE CAMANCHE MUNICIPAL CODE TO REZONE CERTAIN PARCELS OF GROUND OWNED BY LEWIS L AND JULIE C TODTZ, DEFINED AS TRACT 3 SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW¼ SW¼) OF SECTION 29, TOWNSHIP 81 NORTH, RANGE 6, EAST OF THE 5TH P.M., CLINTON COUNTY, IOWA, TRACT 4 EAST HALF OF THE SOUTHEAST QUARTER (E½ SE¼) OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 6, EAST OF THE 5TH P.M., CLINTON COUNTY, IOWA, TRACT 6 OUTLOTS A AND B, WINDY ACRES SUBDIVISION NO. 2, IN THE CITY OF CAMANCHE, CLINTON COUNTY, IOWA, TRACT 7 OUTLOT A, WINDY ACRES SUBDIVISION NO. 4, IN THE CITY OF CAMANCHE, CLINTON COUNTY, IOWA, TRACT 8 A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 6, EAST OF THE 5TH P.M., WITHIN THE CITY OF CAMANCHE, CLINTON COUNTY, IOWA AS MORE COMPLETELY DESCRIBED IN SECTION 3 OF THE ORDINANCE; A PARCEL OF GROUND OWNED BY DEREK SCOTT HARKSEN, DEFINED AS TRACT 5 THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 6 EAST OF THE 5TH P.M., CLINTON COUNTY, IOWA AS MORE COMPLETELY DESCRIBED IN SECTION 3 OF THE ORDINANCE; PARCELS OF GROUND OWNED BY KEITH A AND JENNY BOYSEN, DEFINED AS TRACT 9 EAST HALF OF THE SOUTHEAST QUARTER (E½ SE¼) OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 5, EAST OF THE 5TH P.M., CLINTON COUNTY, IOWA, AS MORE COMPLETELY DESCRIBED IN SECTION 3 OF THE ORDINANCE, TRACT 10 NORTH HALF OF THE NORTHEAST QUARTER (N½NE¼) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 5, EAST OF THE 5TH P.M., CLINTON COUNTY, IOWA AS MORE COMPLETELY DESCRIBED IN SECTION 3 OF THE ORDINANCE; FROM THE CURRENT ZONING CLASSIFICATION OF M2/M3 HEAVY INDUSTRIAL AND Ab AGRICULTURAL RURAL TO M-RE RENEWABLE ENERGY DISTRICT OVERLAY UTILITY SCALE ZONING.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF CAMANCHE, IOWA:

Section 1. **PURPOSE.** The purpose of this ordinance is to rezone certain parcels of ground owned by Lewis L and Julie C Todtz, defined as Tract 3 Southwest Quarter Of The Southwest Quarter (Sw¼ Sw¼) Of Section 29, Township 81 North, Range 6, East Of The 5th P.M., Clinton County, Iowa, Tract 4 East Half Of The Southeast Quarter (E½ Se¼) Of Section 30, Township 81 North, Range 6, East Of The 5th P.M., Clinton County, Iowa, Tract 6 Outlots A And B, Windy Acres Subdivision No. 2, In The City Of Camanche, Clinton County, Iowa, Tract 7 Outlot A, Windy Acres Subdivision No. 4, In The City Of Camanche, Clinton County, Iowa, Tract 8 A Tract Of Land Situated In The Southwest Quarter (Sw1/4) Of Section 30, Township 81, Range 6, East Of The 5th P.M., Within The City Of Camanche, Clinton County, Iowa as more completely described in Section 3 of the Ordinance; A parcel of ground owned by Derek Scott Harsen, defined as Tract 5 The West Half Of The Southeast Quarter Of Section 30, Township 81 North, Range 6 East Of The 5th P.M., Clinton County, Iowa as more completely described in Section 3 of the Ordinance; Parcels of ground owned by Keith A and Jenny Boysen, defined as Tract 9 East Half Of The Southeast Quarter (E½ Se¼) Of Section 25, Township 81 North, Range 5, East Of The 5th P.M., Clinton County, Iowa, Tract 10 North Half Of The Northeast Quarter (N½Ne¼) Of Section 36, Township 81 North, Range 5, East Of The 5th P.M., Clinton County, Iowa as more completely described in Section 3 of the

Ordinance from the current Zoning classification of M2/M3 Heavy Industrial and Ab Agricultural Rural to M-Re Renewable Energy District Overlay Utility Scale Zoning.


Section 2. **Facts Found.** The City Council of the City of Camanche, Iowa hereby makes the following findings of fact:

- A. That the parcels of ground sought to be rezoned are currently M2/M3 Heavy Industrial and Ab Agricultural Rural
- B. That said request for rezoning has been submitted to the Camanche Planning and Zoning Commission pursuant to Chapter 18.76 of the Camanche Municipal Code and that the commission has recommended approval to the City Council of the to rezone said parcels to M-RE Renewable Energy District Overlay Utility Scale.
- C. That the subject property is part of a utility scale renewable energy project proposed by Rock Creek Solar, LLC and zoning is consistent with adjoining properties and should be approved.
- D. That, upon acceptance of the request, the zoning district map required by Section 18.12-020 should be amended to include M-RE Renewable Energy Overlay on the properties indicated.

Section 3. **Amendment .** Chapter 18.12.020, Boundaries, is hereby amended to include the following descriptions of said rezoning to M-RE Renewable Energy Overlay District:


Tract 3:

Southwest Quarter of the Southwest Quarter (SW¼ SW¼) of Section 29, Township 81 North, Range 6, East of the 5th P.M., Clinton County, Iowa.

 Parcel ID: 10-1977-0000

Tract 4:

East Half of the Southeast Quarter (E½ SE¼) of Section 30, Township 81 North, Range 6, East of the 5th P.M., Clinton County, Iowa.

 Parcel ID: 10-1999-0000 (5974); 10-1998-0000


Tract 5:

The West Half of the Southeast Quarter of Section 30, Township 81 North, Range 6 East of the 5th P.M., Clinton County, Iowa.

EXCEPTING THEREFROM: A tract of land situated in the Southwest Quarter of the Southeast Quarter of said Section 30; described as commencing as a point of reference at a railroad tie spike marking the South quarter corner of said Section 30, said point being located 81.65 feet East from the East line of Windy Acres subdivision No. 2 in said Section 30, thence East along the South line of said Section 30, a distance of 539 feet to an iron spike marking the point of beginning of the land here intended to be described; thence North, at right angles to the last named course, a distance of 305 feet to an iron rod stake; thence East, at right angles to the last named course, a distance of 277 feet to an iron rod stake;


thence South, at right angles to the last named course, a distance of 305 feet to an iron spike on the said South line of Section 30; thence West, at right angles to the last named course, being along the said South line of Section 30, a distance of 277 feet to the point of beginning. Containing 1.94 acres of land, more or less, subject to the right of way of Public Road over the Southerly 33 feet thereof.

EXCEPTING THEREFROM: Part of the West Half of the Southeast Quarter of Section 30, Township 81 North, Range 6 East of the 5th P.M., City of Camanche, Iowa, Clinton County, Iowa, more particularly described as follows: Commencing at the Southwest corner of the Southeast Quarter of Section 30; thence East 816 feet along the South line of the Southeast Quarter of Section 30 to a P.K. nail in the Asphalt Paving; thence North 33 feet to an iron pin with cap #4705 marking the point of beginning; thence continuing North 272 feet to an iron pin with cap #4705; thence North 03°07'16" West 183.66 feet to an iron pin; thence South 89°37' 00" East 516.98 feet to an iron pin on the East line of the West Half of the Southeast Quarter of Section 30; thence South 00°09'11" East 451.93 feet along the East line of the West Half of the Southeast Quarter of Section 30 to an iron pin on the Northerly right of way line of 9th Street; thence West 508.26 feet along the Northerly right of way line of 9th Street to the point of beginning.

 Parcel ID: 10-2001-0000 (5864); 10-2000-0000


Tract 6:

Outlots A and B, Windy Acres Subdivision No. 2, in the City of Camanche, Clinton County, Iowa.

 Parcel ID: 10-1810-0000; 10-1811-0000

Tract 7:

Outlot A, Windy Acres Subdivision No. 4, in the City of Camanche, Clinton County, Iowa.

 Parcel ID: 10-1811-0265

Tract 8:

A tract of land situated in the Southwest Quarter (SW1/4) of Section 30, Township 81, Range 6, East of the 5th P.M., within the City of Camanche, Clinton County, Iowa, described as:

Commencing as a point of reference at a railroad tie spike marking the Southwest corner of the said Southwest Quarter of said Section 30;

thence North along the West line of the said Southwest Quarter of said Section 30 a distance of 1322.5 feet to a P-K spike at the Southwest corner of the land described in the Deed in Book 139, page 513, Office of the Clinton County, Iowa Recorder, also being the Northwest corner of the land described in Change of Title recorded as Instrument #63-83 in the Office of the Clinton County, Iowa Recorder;

thence N88°14'E, along the line between lands described in said Instrument #63-83 and said Book 139, page 513, also being along the Westerly extension of the South line of Windy Acres Subdivision No. 3 in the said City of Camanche, a distance of 190.09 feet to an iron rod stake marking the point of beginning of the land here intended to be described;

thence continuing N88°14'E, along the last named course and along the said South line of Windy Acres Subdivision No. 3, a distance of 518.91 feet to an iron rod stake at the Southeast corner of said Windy Acres Subdivision No. 3;

thence N00°03'W, along the East line of said Windy Acres Subdivision No. 3, a distance of 1052.81 feet to an iron rod stake at the Northeast corner of said Windy Acres Subdivision No. 3;

thence continuing N00°03'W, along the Northerly extension of the said East line of Windy Acres Subdivision No. 3, a distance of 250.46 feet to an iron rod stake on the North line of the said Southwest Quarter of said Section 30, located S89°51'E, a distance of 707.45 feet from the iron rod stake marking the West Quarter corner of said Section 30;

thence S89°51'E, along the said North line of the Southwest Quarter of Section 30 a distance of 1940.75 feet to an iron rod stake at the Northeast corner of the said Southwest Quarter of Section 30;

thence S00°00'17"E, along the East line of the said Southwest Quarter of Section 30, a distance of 2648.44 feet to a railroad tie spike marking the South Quarter corner of said Section 30;

thence at a deflection angle of 90°07'57" to the right, along the South line of the said Southwest Quarter of Section 30, a distance of 81.65 feet to a P-K spike marking the Southeast corner of Windy Acres Subdivision No. 2 in the said City of Camanche;

thence North at right angle to the last named course, along the East line of said Windy Acres Subdivision No. 2, a distance of 208.71 feet to an iron rod stake at the Northeast corner of said Windy Acres Subdivision No. 2;

thence West at right angles to the last named course, along the North line of said Windy Acres Subdivision No. 2, a distance of 1874.6 feet to an iron rod stake at the Northwest corner of said Windy Acres Subdivision No. 2, also being a point on the East line of Windy Acres Subdivision No. 4 in the said City of Camanche;

thence at a deflection angle of 90°36'40" to the right, along the said East line of Windy Acres Subdivision No. 4, a distance of 501.04 feet to an iron rod stake at the Northeast corner of said Windy Acres Subdivision No. 4;

thence at a deflection angle of 91°08'50" to the left, along the North line of said Windy Acres Subdivision No. 4, a distance of 699 feet to a P-K spike at the Northwest corner of said Windy Acres Subdivision No. 4, also being a point on the said West line of the Southwest Quarter of Section 30;

thence at a deflection angle of 90°24'40" to the right, along the said West line of the Southwest Quarter of Section 30, a distance of 133.82 feet to a P-K spike;

thence at a deflection angle of 88°20'30" to the right, a distance of 236.56 feet to an iron rod stake;

thence at a deflection angle of 50°34'29" to the left, a distance of 61.29 feet to an iron rod stake;

thence at a deflection angle of 37°46'01" to the left, along a line parallel with and 274 feet normally distant Easterly from the said West line of the Southwest Quarter of Section 30, a distance of 280 feet to an iron rod stake;

thence West at right angles to the last named course, a distance of 84 feet to an iron rod stake;

thence North at right angles to the last named course, along a line parallel with and 190 feet normally distant Easterly from the said West line of the Southwest Quarter of Section 30, a distance of 156 feet to the point of beginning.

Clinton County, Iowa

Parcel ID: 10-1992-0000; 10-1991-0000; 10-1990-0000

Tract 9:

East Half of the Southeast Quarter (E½ SE¼) of Section 25, Township 81 North, Range 5, East of the 5th P.M., Clinton County, Iowa.

EXCEPTING THEREFROM THE FOLLOWING: a tract of land situated in the Southeast Quarter (SE¼) of said Section 25, described as: commencing as a point of reference at a stake marking the Southeast corner of said Section 25; thence West along the South line of said Section 25 a distance of 898.3 feet to an iron stake marking the point of beginning of the land here intended to be described; thence continuing West along said South line of said 25 a distance of 429.5 feet to an iron stake; thence North at right angles to the last named course and along the average line of an existing ancient fence a distance of 214.5 feet to an iron stake; thence East parallel with said South line of Section 25 a distance of 429.5 feet to an iron stake; thence South at right angles a distance of 214.5 feet to the point of beginning, subject to the right-of-way of the Public Road over the Southerly 33 feet thereof;

FURTHER EXCEPTING THEREFROM THE FOLLOWING: Part of the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of said Section 25, more particularly described as follows: Commencing at the Southeast corner, SE¼; Section 25; thence North 771.60 feet along the East line of the SE¼ of Section 25

and the center line of South 54th Street to the point of beginning; thence West 292.00 feet; thence North 206.85 feet; thence West 23.35 feet; thence North 206.15 feet; thence East 315.35 feet to the East line of the SE¼ Section 25 and the center line of South 54th Street; thence South 413.00 feet along the East line of the SE Section 25 and the center line of South 54th Street to the Point of Beginning.

Approximately 71 acres.

Parcel ID: 10-1813-0000 (5867); 10-1812-0000

Tract 10:

North Half of the Northeast Quarter (N½NE¼) of Section 36, Township 81 North, Range 5, East of the 5th P.M., Clinton County, Iowa.

EXCEPTING THEREFROM THE FOLLOWING: A tract of land situated in the Northeast Quarter of the Northeast Quarter (NE¼ NE¼) of Section 36, Township 81 North, Range 5, East of the 5th P.M., described as: commencing at an iron stake marking the Northeast corner of said Section 36; thence West along the North line of said Section 36 a distance of 233 feet to an iron stake in the line of an existing fence; thence South 00°49' West along the line of the said existing fence a distance of 209.7 feet to an iron stake; thence South 89°47' East a distance of 236.05 feet to an iron stake on the East line of the Northeast Quarter of said Section 36, said stake being located South 00°02' East a distance of 210.45 feet from the Northeast corner of said Section 36; thence North 00°02' West along the East line of the said Northeast Quarter (NE¼) of said Section 36 a distance of 210.45 feet to the point of beginning, subject to the right-of-way of Public roads over the Northerly and Easterly 33 feet thereof.

Approximately 76 acres.

Parcel ID: 10-1820-0000; 10-1819-0000

The City Clerk, Building Inspector, and City Engineer are hereby directed to amend their maps accordingly and that the official “zoning district map” shall include said rezoned district in the next reprinting of said official map.

Section 4. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. **Severability Clause.** If any section, provision, or part of this ordinance shall be adjudged as invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any section, provision, or part thereof not adjudicated invalid or unconstitutional.

Section 6. **When Effective.** This ordinance shall be in full force and effect from and after its final passage, approval, and publication as required by law.

Passed by the Camanche City Council this _____ day of _____, 2024 and approved this _____ day of _____, 2024.

Austin Pruett, Mayor

Attest: Toni L. Schneider, City Clerk

Adoption date: _____

I Toni L. Schneider, City Clerk do hereby certify that three copies of this ordinance were posted according to law on _____, 2024 at City Hall, Clinton National Bank, Camanche Public Library.

Date

Toni L. Schneider, City Clerk

ABM FACILITY SUPPORT SERVICES, LLC		Bundled Energy Solutions Agreement	
Proposal Date	Proposal	Agreement Number	
January 12, 2024	85051030	85051030	
BY AND BETWEEN			
ABM FACILITY SUPPORT SERVICES, LLC 12040 Indian Creek Ct Beltsville, MD 20705		AND	City of Camanche 818 7 TH Avenue Camanche, IA 52730
Hereinafter: Contractor			Hereinafter: Customer
<p>PROJECT DESCRIPTION</p> <p>Customer wishes for Contractor to perform the project (the “Project”) consisting of the implementation scope of work described in Exhibit B (the “Work” or “Scope of Work”). Customer also wished for Contractor to perform the ongoing services described in Exhibits G and I. The Project portion of this Agreement (the “Implementation Phase”) will be substantially complete and ready for Customer’s beneficial use within 18 months of issuance of a Notice to Proceed unless the date is extended pursuant to the terms of this Agreement or mutual agreement of the Parties. Customer’s acceptance and obligations hereunder are contingent upon and subject to the Customer obtaining financing satisfactory to Customer within thirty (30) days hereof. Upon timely notification by Customer to Contractor of the inability to obtain financing satisfactory to Customer, this Agreement shall be null and void. Otherwise, if Customer obtains satisfactory financing or fails to notify Contractor, then this Agreement shall become the valid obligations of both Contractor and Customer and Contractor shall proceed as if Notice to Proceed was issued on the 30th day following Customer’s execution of this Agreement.</p> <p>The following Exhibits and Attachments are incorporated into this Agreement in their entirety:</p> <ol style="list-style-type: none"> 1. Exhibit A – General Terms and Conditions 2. Exhibit B – Scope of Work 3. Exhibit C – General Notes 4. Exhibit D – Reserved 5. Exhibit E – Financial Terms and Conditions 6. Exhibit F – Press Release Authorization 7. Exhibit G – Reserved 8. Exhibit H – Delivery and Acceptance Certificate 			

- 9. Exhibit I – On-Going Services
- 10. Exhibit J – Prevailing Wage Schedule
- 11. Exhibit K – Change Order

Per FAR 552.238-114 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (MAY 2019), this Contract hereby incorporates by reference all the terms and conditions of ABM's GSA MAS Schedule, Contract # GS-07F-5542P except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies "Compliance with laws unique to Government contracts" (which applies only to contracts with entities of the Executive branch of the U.S. Government). If any terms or conditions of the Contract conflict with the terms or conditions of ABM's GSA MAS Schedule, GSA MAS Schedule's terms and conditions shall prevail.

This Agreement is proprietary property of Contractor and is provided for Customer's use only, subject to the requirements of any applicable Open Records Acts. Customer shall notify Contractor of any request under applicable open records law and permit Contractor an opportunity to redact and/or respond. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. The Agreement will become only after acceptance by Customer and approval by an officer of Contractor as evidenced by their signatures below. This Agreement, including all Exhibits and Attachments hereto, (the "Contract Documents") sets forth all the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

ABM FACILITY SUPPORT SERVICES, LLC	City of Camanche
Signature (Authorized Representative)	Signature (Authorized Representative)
NAME: Andrew Sherman TITLE: Sr. Vice President	NAME: Andrew Kida TITLE: City Administrator
Date	Date

Exhibit A
General Terms and Conditions

The term “Contractor” shall mean and include the ABM entity from Page One.

The term “Customer” shall mean and include **City of Camanche**

The term “Agreement” shall mean this Agreement, including all Contract Documents.

1. **Warranty.** Contractor warrants that the materials and workmanship provided by the Contractor under this Agreement will be free from defects for a period of 12 months after Customer’s acceptance or beneficial use of the systems or any portion thereof, whichever is earlier, provided that the Contractor is given prompt written notice of the defect. In addition, if any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Contractor agrees to act on behalf of the Customer for purposes of processing any warranty claims against applicable manufacturers. Such obligation includes only administrative processing and not enforcement. Contractor agrees to respond to emergency warranty claims of Customer within 24 hours of call from Customer. Customer shall permit only Contractor’s personnel or manufacturer’s agent to perform the warranty work unless expressly authorized herein. If Contractor responds to a warranty call made at Customer’s request and inspection indicates a condition which is not covered under this Agreement, Contractor may charge Customer at the hourly rate for such services. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED HEREIN, NO OTHER WARRANTIES, EXPRESS OR IMPLIED UNDER LAW, ARE PROVIDED, INCLUDING NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. Customer expressly assumes the risk of, and agrees to hold Contractor harmless from, damage or liability that results from Customer’s selection of lighting equipment, whether lights, bulbs, ballasts, or otherwise, that are incompatible with the system installed under this Agreement.

2. **Equipment Quality.** Equipment that is to be replaced shall maintain a high standard of quality. The Customer shall review all product and manufacturer cut sheets on new equipment that is to be installed. The following shall be a minimum standard of equipment:

HVAC: Trane, Daiken or Equivalent
Water Meters: Badger or Equivalent
Solar: V-Sun or Equivalent

3. **Performance Bond.** Contractor shall provide a Performance Bond and Payment Bond in the full amount of the contract price for the implementation Work price as shown on Exhibit E-1. The costs for said bonds shall be included in the contract price. The Payment and performance Bonds shall be issued by a surety company authorized to do business in the State of the Project, having a financial strength rating by A.M. Best Company of “A -” or better and shall be delivered to Customer prior to Contractor ordering any materials or requesting any payment under the terms of this contract.

4. **Access to Site.** – Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform the Work. All Work under this Agreement will be performed during the Contractor’s normal working hours; except that no Work will interfere with Customer’s normal business activities.
5. **Prevailing Wages.** The prevailing wage determination, if applicable, has been provided by the Customer and is attached as Exhibit J.
6. **Schedule of Work.** Contractor and Customer agree that all Work required for the Project, including that of all other contractors and subcontractors for the Customer, if applicable, shall be performed in accordance with a schedule of construction activities prepared by Contractor in advance of their commencement. Contractor shall provide a detailed schedule of its activities, their relationship to other activities, and their access requirements and durations, and Contractor agrees to perform such activities with as little disruption to Customer’s normal operation as possible. The schedule shall be based upon commencement and completion dates stated in this Agreement. Contractor shall be entitled to an equitable extension of contract time in the event of an Excusable Delay. Contractor shall be entitled to an equitable adjustment of the contract time and Contract Price in the event of a Compensable delay.
7. **Compensable Delay.** Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or other delays caused by the action or inaction of Owner or others under its control.
8. **Excusable Delay.** Any delay caused by governmental action, or lack thereof; shortages or unavailability of materials; labor disputes (including, but not limited to, strikes, slowdowns, job actions, picketing and/or secondary boycotts); fire or other casualty; delays in transportation; acts of God; directives or requests by any governmental entity, authority, agency or department; any court or administrative orders or regulations; adjustments of insurance; acts of declared or undeclared war, acts of terrorism, public disorder, riot or civil commotion; or by anything else beyond the reasonable control of Customer.
9. **Concealed or Unknown Conditions.** If concealed or unknown physical conditions are encountered at the site that differ from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contractor shall be entitled to an equitable adjustment in the contract price and contract time to account for any additional costs or time required for completion.
10. **Amendments.** Any alteration to, or deviation from, this Agreement involving extra work, cost of materials, or labor will become an extra charge (fixed price amount to be negotiated, or on a time-and-material basis at Contractor’s rates then in effect) over the sum stated in this Agreement.
11. **Building Structure.** Contractor will not be required to move, replace, or alter any part of the building structure in the performance of this Agreement except as specifically provided for herein.
12. **Safety Data Sheets.** Customer shall make available to Contractor’s personnel all pertinent Safety Data Sheets (SDS) pursuant to OSHA’s Hazard Communication Standard Regulations.
13. **Notice to Proceed.** The date of the commencement of the Work shall be fixed in a notice to proceed. No Work shall be commenced until Customer issues such notices to proceed, which may be done in stages authorizing the commencement of certain Work at various times.

14. **Independent Contractor.** The Contractor undertakes performance of the services and the Work as an independent contractor. Nothing herein shall create a relationship of employer and employee, joint venture, or partnership between the Customer and the Contractor, its agents, representatives, employees, consultants, the Customer or any subcontractor, for any purpose whatsoever. Nothing herein shall create a relationship of principal and agent between the Customer and the Contractor, its agents, employees, representatives, consultants, Customer, or subcontractor. Neither party shall have the authority to bind or obligate the other as a result of the relationship created hereby. As an independent contractor, the Contractor: (a) shall provide supervision of the Contractor's agents, employees, and consultants; and (b) agrees to perform all of the Contractor's obligations under this Agreement in accordance with the Contractor's own methods subject to compliance with this Contract. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portion of the Work under the Contract. Any direction or instruction by the Customer or any of the Customer's authorized representatives shall be considered to have been given exclusively as evidence of the Customer's desire to obtain certain results from the Work and shall in no way affect the Contractor's status as an independent contractor.
15. **Hazardous Materials.** Asbestos Containing-Materials and Other Hazardous Materials: Contractor's obligation under this Agreement does not include the identification, abatement or removal of any asbestos products or other hazardous substances, with the sole exception of disposal of light bulbs and ballasts required to be removed as part of a lighting retrofit. In the event such products or substances are encountered, Contractor's sole obligation will be to notify the Customer of the existence of such products and materials. Contractor shall have the right thereafter to suspend its Work until such products and materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
16. **Environmental Indemnity:** Notwithstanding any other provision of the Contract, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Contractor and Contractor's subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from the Owner's use, or the storage, release, discharge, handling or presence of ACM, mold (actual or alleged and regardless of the cause of such condition) or Non-Contractor Hazardous Materials on, under or about the facility, or the noncompliance with this section titled, "Asbestos Containing-Materials and Other Hazardous Materials."

17. **Insurance.** Contractor shall maintain the following insurance: 1) Commercial General Liability insurance with limits for bodily injury and property damage of not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate; 2) Commercial Automobile Liability insurance with limits of liability for bodily injury and property damage of not less than \$5,000,000 combined single limit; 3) Workers' Compensation insurance with statutory limits and with an employer's liability limit of at least \$1,000,000 and 4) Excess liability limits of \$5,000,000 on above coverages. Contractor has the right to be self-insured where permitted by state law or to provide such coverage subject to a deductible or self-insured retention. Commercial General Liability and Automobile Liability policies shall apply on a primary and noncontributory basis and Customer shall be included as an additional insured under the General Liability and Automobile Liability policies, but only to the extent Customer is indemnified herein. Contractor, Customer and their insurers shall waive all rights of subrogation against one another for property damage claims. Upon request, Contractor will provide Customer with a certificate of insurance describing the coverage provided in accordance with these provisions and 30-day advance notice of cancellation/non-renewal will be provided.

18. **Indemnification.** Contractor agrees to indemnify, defend, and hold harmless Customer from and against any and all third-party claims, losses, or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof (including reasonable attorney's fees), to the extent caused by Contractor's negligence, willful misconduct or other fault of Contractor in the performance of the Work under this Agreement.

Customer agrees to indemnify, defend, and hold harmless Contractor from and against any and all third party claims, losses, or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof (including reasonable attorney's fees), to the extent caused by Customer's negligence, willful misconduct, or other fault; provided, however, that no language, agreements or covenants contained herein shall be deemed to waive any available defenses of official immunity or sovereign immunity of the customer, its agents, elected and appointed officials, employees, together with their heirs and assigns which are specifically preserved.

19. **LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT OF A PARTY'S INDEMNITY OBLIGATIONS FOR THIRD PARTY CLAIMS AND PAYMENT DISPUTES, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK PERFORMED OR TO BE PERFORMED HEREUNDER. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT EXCEED THE FEES OWED BY THE CUSTOMER UNDER THIS AGREEMENT.

20. **Force Majeure.** Contractor shall not be liable for any delay, loss, damage or detention caused by acts of God or public enemy; compliance with any order, decree, or request of any government authority; acts of declared or undeclared war; sabotage; fire; floods; adverse weather conditions; explosions; accidents; riots; strikes; labor disputes; pandemic; inability to obtain necessary materials or equipment from normal sources of supply to the extent such liability is unforeseeable; or any other cause not within the reasonable control of the Contractor.

21. **Air Quality.** Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of Customer's facility, including without limitation injury or illness to occupants of the facility or third parties, except to the extent of Contractor's adjudicated negligent acts or omissions or willful misconduct. However, nothing contained in the previous sentence shall be construed to affect any specific representation or responsibility of the contractor in regard to the indoor air quality or improvement thereto regarding any facility of the Customer as specifically set forth in this agreement and any attachments or exhibits hereto.
22. **Payment & Completion.** Implementation Phase: During the period beginning on the date of execution of this Agreement and continuing through the Date of Substantial Completion, Customer will make monthly progress payments to Contractor in the amounts shown in Exhibit E-1. Customer shall (within five (5) days of receipt) execute and deliver to Contractor completed forms H-1 (Exhibit H-1) upon substantial completion by Contractor of each portion of the Work identified in Exhibit B. A Final Delivery and Acceptance Certificate (Exhibit H-2) shall be executed by Customer upon final completion of all the Work ("Final Acceptance"). Customer shall not unreasonably withhold or delay the execution of any Delivery and Acceptance Certificate, which shall be deemed approved by Contractor if Customer has not taken action with respect to any Certificate within ten (10) days of its receipt thereof. For the purposes of this Agreement the term "Substantial Completion" (also referred to as "Beneficial Use") shall mean that the subject portion of the Work has been demonstrated by Contractor to be operating in a manner consistent with its manufacturer's intended use. For the purposes of this Agreement, the terms "Final Completion" or "Final Acceptance" shall mean that Contractor has fulfilled all of its implementation obligations under this Agreement. This shall include the completion of all punch list items and the submission of all required documentation.

Thirty (30) days after the date of an invoice on account of work done by Contractor, Customer shall pay Contractor 95% of the value of Contractor's work. The remaining 5% retained shall be held as additional security for the faithful performance by Contractor of all the work required under this Agreement and shall be paid to Contractor within thirty (30) days after Final Acceptance.

All invoices shall be due within 30 days from receipt. Amounts not paid to Contractor on or before the due dates specified in this Section 22 above will accrue interest at the rate of the prime interest rate plus four (4) percent for the number of days following the due date until such time as such amount due has been paid in full.

The services provided for hereunder may overlap one another. In that regard, the payments to be made by Customer to Contractor with respect to one or more services shall be in addition to one another.

23. **Ownership of Work.** Ownership of and title to the Work will automatically transfer to the Customer upon both: (a) the delivery of each such Delivery and Acceptance Certificate by Customer to Contractor indicating Substantial Completion, the execution and delivery of which shall not be unreasonably withheld or delayed, and (b) completion of all Customer's payment obligations to Contractor, excluding payment obligations related to maintenance or other annual services hereunder. The Customer shall bear all risk of loss to the Work upon Substantial Completion.

Subject and subordinate to the rights of any financing for the Work, Contractor under this Agreement shall be entitled to all rights, benefits and remedies afforded a secured party under law with respect to the equipment installed pursuant to this Agreement, including but not limited to those under the Uniform Commercial Code, as adopted in the state where the project is located or any other applicable state ("Code"). Contractor shall retain such security interest in the ECMs, pursuant to this Agreement, for equipment installed hereunder until Customer shall have accepted the same and title has transferred to Customer. If requested by ABM in connection therewith, Customer agrees to provide to Contractor appropriate financing statements and other documents necessary in order for Contractor and/or any bank, lender or financial institution to which Contractor has assigned any interest in this Agreement, to perfect said subordinate security interest in the ECMs.

24. Termination.

Customer:

(a) Prior to Final Acceptance. Customer may terminate this Agreement if the Contractor commits a material breach of any obligation hereunder which is not remedied within thirty (30) days of written notice specifying such breach.

Contractor:

Contractor shall have the right to terminate this Agreement upon 1) a material breach by Customer (including a failure to pay any amounts owed) of this Agreement which remains uncured following thirty (30) days written notice or 2) if Customer's Premises is condemned or destroyed, in whole or in part and not promptly repaired or replaced in full or 3) upon thirty (30) days prior written notice.

25. **Dispute Resolution.** Any controversy, claim, counterclaim, or dispute between the parties (or their affiliates) arising out of or relating to this Agreement or the subject matter hereof (including, without limitation, any questions concerning the scope and applicability of this paragraph) shall be attempted to be resolved by mediation. If the mediation fails to resolve the controversy, it shall be finally settled by arbitration held in Atlanta, Georgia with one arbitrator in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association (or any successor to the functions thereof). The arbitrator shall apply the substantive laws of the state in which the project is located.

Any decision or award of the arbitrator shall be final, binding and conclusive on the parties to this Agreement. The parties agree that any action to compel arbitration pursuant to this Agreement, to confirm any decision or award of the arbitrator, or to enforce any other remedies which may be necessary to effectuate such decision or award, may be brought in any court of competent jurisdiction and in connection with such action to compel the laws of that state (or, as applicable, the Federal Arbitration Act) shall control. The parties hereto hereby consent to the jurisdiction of the arbitrator and of such courts and waive any objection to the jurisdiction or venue of such arbitrator and courts.

26. Rebates and Credits.

- a. Generally: If applicable, any tax benefits, rebates or deductibles such as, but not limited to, those under section 179D of the Internal Revenue Code regarding the Energy Policy Act of 2005 are assigned to Contractor as part of this Agreement. Customer will use commercially reasonable efforts to assist with executing any necessary documents for Contractor to obtain such benefits.

27. Confidentiality. (a) As used herein, “Confidential Information” means all information, including this Agreement, that is furnished by a Discloser, its affiliates or subsidiaries, including, but not limited to: business agreements, business secrets, business information, business plans, financial and pricing information, business practices, financial statements and reports, project specifications, projections, schematics and drawings, trade secrets, processes, materials, customer lists, supplier lists, sales volume, territories, markets, current, future or potential acquisitions, technical, production, operational, marketing or sales information or any and all other financial, business, organizational and technological information related to the Discloser’s business and/or organization, whether or not such information is specifically marked “Confidential” or other similar legend. “Confidential Information” shall include all writings, notes, memoranda, media made by the Discloser or its employees, agents or servants with respect to such Confidential Information. Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or its Representatives, or (b) information that becomes available on a non-confidential basis from a source other than a party to this Agreement and if Recipient has no reason to believe such source was subject to any prohibition against transmitting such information.

(b) Recipient shall use the Confidential Information solely in connection with the Agreement and the Recipient shall not disclose the Confidential Information to any person other than directors, officers, employees, lenders, counsel, representatives or affiliates of Recipient, if any (collectively, “Representatives”), who need to know the Confidential Information in connection with the Agreement. It is understood that (i) such Representatives shall be informed by the Recipient of the confidential nature of the Confidential Information and the requirement that it not be used other than for the purposes described above, (ii) such Representatives shall be required to agree to and be bound by the terms of this Agreement with respect to the confidentiality of such Confidential Information as a condition of receiving the Confidential Information and (iii) in any event, the Recipient shall be responsible for any breach of this Agreement by any of its Representatives. The Confidential Information shall be safeguarded from unauthorized disclosure and shall not be used in any manner by any party except as may be necessary for the purposes set forth herein. The term “person” as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership, individual or other entity.

(c) If the Recipient or its Representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the Recipient will promptly notify Discloser of such request or requirement so that Discloser may seek an appropriate protective order or waiver in compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Recipient or its Representatives are, in the written opinion of counsel, compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or significant penalty, the Recipient may disclose only such of the Confidential Information to the party compelling disclosure as is required by law.

(d) The obligations under this Section will survive any termination or expiration of this Agreement indefinitely.

28. **No Partnership.** Nothing in this Agreement shall (i) be deemed to constitute a partnership in law between the parties, (ii) constitute any party the agent of the other for any purpose or (iii) entitle any party to commit or bind the other (or any member of its respective group) in any manner.
29. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
30. **Entire Agreement and Disclaimer of Reliance.** This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter in this agreement terminated and canceled in their entirety and are of no further force or effect. The parties represent that they have not relied on any promise, representation, or warranty, express or implied, not contained in this Agreement, and any such reliance is hereby disclaimed.
31. **No Third-Party Rights.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.
32. **Legal Capacity.** Each of the parties and signatories to this Agreement has the full right, power, legal capacity and authority to enter into and perform the party's respective obligations under this Agreement, and no approvals or consents of any other person are necessary in connection with that authority.

33. **Successors and Assigns.** All of the terms and provisions contained in this Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, legal representatives, successors and assigns. No party may assign, transfer, or novate any of its rights and obligations either in whole or in part to any other person or entity without the written consent of the other.
34. **Further Assurances.** Each of the parties to this Agreement shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement to carry out the intent of the parties to this Agreement.
35. **Attorney's Fees.** Should any party engage an attorney or institute any action or proceeding at law or in equity, or in connection with an arbitration, to enforce any provision of this Agreement, including an action for declaratory relief, or for damages by reason of an alleged breach of any provision of this Agreement, or otherwise in connection with this Agreement, or any provision of this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable and necessary attorney fees and costs for services rendered to the prevailing party in that action or proceeding.
36. **Choice of Law/Disputes.** This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the state in which the project is located without regard to principles of conflicts of laws.
37. **Independent Counsel.** All of the parties warrant and represent that they have been advised that they should be represented by counsel of their own choosing in the preparation and analysis of this Agreement; that they have been represented by independent counsel or have had the opportunity to be represented by independent counsel; and that they have read this Agreement with care and believe that they are fully aware of and understand its contents and its legal effect.
38. **ABM not a Municipal Advisor.** The Customer acknowledges and agrees that ABM has not acted as a municipal financial advisor to the Customer and that the Customer has not relied on ABM for any matters relating to the financing of the Project, including issuance of any bonds.
39. **Notices.** All notices and other communication under this Agreement (other than regularly scheduled payments) shall be deemed properly given upon receipt if delivered in person or sent by E-Mail with regular mail follow-up or sent by overnight delivery service or sent by registered mail, return receipt requested and postage prepaid, addressed as follows:

To: City of Camanche
818 7TH Avenue
Camanche, IA 52730

Attention: Andrew Kida

To ABM FACILITY SUPPORT SERVICES, LLC:
12040 Indian Creek Ct
Beltsville, MD 20705

Attention: Andrew Sherman

With a copy to: legalnotice@abm.com

Either Party may change such address from time to time by written notice to the other Party.

40. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Contractor and the Customer and supersedes all prior negotiations, written instrument signed by the party charged to be bound thereby. This Agreement may only be amended in a writing signed by the parties.
41. **Publicity.** Customer by executing Exhibit F hereby grants Contractor the right to name the Customer in Contractor marketing materials, including but not limited to, advertisements, press releases and promotions.

Exhibit B
Scope of Work

Energy Conservation and Utility Improvement Project for City of Camanche

The following facilities are included in the scope of work below:

Facility Name	Address
Library	102 12th Avenue, Camanche IA 52730
Fire Department	720 9th Avenue, Camanche IA 52730
Police Department	819 S. Washington, Camanche IA 52730
Historic Society	1307 S. Washington Blvd., Camanche IA 52730
Public Works	909 9th Street, Camanche IA 52730
Tower 1	200 10th Ave, Camanche IA 52730
Well #5	1200 Harts Road, Camanche IA 52730
Tower (HWY 67)	Highway 67, Camanche IA 52730
Water Meters	City-wide

TECHNICAL CATEGORIES

The following are the improvements that will be made for The Town of Bronson:

TC – 4.1 HVAC

TC – 5.1 Lighting

TC – 11.1 Solar

TC – 13.0 Water Meters

TC – 4.1 HVAC

Heating and Air Conditioning Scope

The scope of work will include the following:

Police Department:

Furnace Replacement

Contractor shall remove and replace one (1) Lennox pulse furnace that serves the police station.

This scope will include the following:

- Remove the refrigerant from split system condensing unit and associated furnace, then properly and disposal of the refrigerant and the units.
- Disconnect the electrical service and controls.
- Disconnect the supply and return duct work.
- Disconnect the refrigerant piping.
- Remove and dispose of the existing furnace.
- Furnish and install new 100,000 BTU/h high efficiency two stage Trane furnace (or equivalent) units.
- Furnish and install one air ionizer in the existing duct.
- Reconnect the electrical service and controls.
- Reconnect the supply and return duct work.
- Reconnect refrigerant piping from existing condensing units to evaporative coils.
- Evacuate the refrigeration system and properly charge with refrigerant.
- Perform a complete system start up and check out.

Police Department:

Garage Heater Replacement

Contractor shall remove and replace one (1) Lennox suspended unit heater that serves the Police Station garage.

This scope will include the following:

- Disconnect the electrical service and controls.
- Remove and dispose of the existing unit heater.
- Furnish and install new 100,000 BTU/h unit heater Trane (or equivalent) units.
- Reconnect the electrical service and controls.
- Reconnect the exhaust flue and provide modifications as required.
- Provide new programmable thermostat and connect to unit heater.
- Perform a complete system start up and check out.

Historical Society:

Install additional Return Air Grille

Contractor shall provide and install one (1) additional return air grille in the Historical Society building for the mechanical room.

This scope will include the following:

- Provide necessary opening through the mechanical room wall.
- Provide and install new return air grille 16"x12" to increase return air flow for the furnace.
- Provide and install one (1) air ionizer in the existing duct.
- Perform a complete system start up and check out.

Public Library:

Install Mini Split System in Basement

Contractor shall provide and install one (1) New 16,000 BTU/h Daiken (or equivalent) mini split with – heat pump.

This scope will include the following:

- Provide new mini split in basement outer wall with 4" outside air duct in the basement.
- Provide required wall opening to install new refrigerant piping, electrical and duct through the wall as required.
- Install new condensing unit on the ground outside the Library basement wall.
- Install new indoor unit on the perimeter of the basement wall.
- Furnish and install one (1) air ionizer for the unit.
- Provide required refrigerant piping, piping insulation, charging, and testing of equipment.
- Provide necessary electrical power wiring.
- Provide 4" fresh air duct in the basement from the outside to allow outside air to enter the basement.
- Provide manual damper on the duct to balance outside air as required.
- Perform a complete system start up and check out.

Public Works Building:

Replace existing Split HVAC System

Contractor shall remove and replace one (1) Carrier furnace and air conditioning system with new split system.

This scope will include the following:

- Remove the refrigerant from split system condensing unit and associated evaporator coils then properly log the handling and disposal of the refrigerant and the units.
- Disconnect the electrical service and controls.
- Disconnect the supply and return duct work.
- Disconnect the refrigerant piping.
- Remove and dispose of the existing units.
- Furnish and install new 60,000 BTU/h Trane furnace with 2-ton condensing unit (or equivalent).
- Reconnect the electrical service.

- Provide and install new smart thermostat with Wi-Fi capabilities. Thermostat shall have its own software that can be used from smartphone or tablet for scheduling/temperature control/ and or review the operating hours of the system.
- Reconnect the supply and return duct work.
- Provide and install new refrigerant piping.
- Evacuate the refrigeration system and properly charge with refrigerant.
- Perform a complete system start up and check out.

TC – 5.1 Lighting

Contractor shall furnish and install the following:

- Linear fluorescent fixtures will be retrofitted with LED Retrofit Kit Volumetric Door Style or UL Type B TLED's. Fixture housings will remain as is with ballast and fluorescent lamps being removed and disposed of and recycled where applicable per EPA regulations. Fixtures to be rewired to ballast free to accept new UL Type B TLED lamps.
- Recessed can lights with pin based CFL lamps will be retrofitted with new LED modules.
- Non-LED exterior fixtures will be replaced with new LED fixtures of like kind.
- Incandescent and compact fluorescent lamps will be replaced with similar style/compatible LED lamps.
- Wall packs and spotlights and flood lights will be retrofit to new fixtures as needed and de-lamped where possible.
- Adding additional lighting in the Public Works Garage Workshop (see table below)

LIBRARY BUILDING

LOCATION	QTY	DESIGN EXISTING FIXTURE	EXT WATTS	DESIGN FIXTURE/RETROFIT	PROPOSED WATTS
Book Area	1	PORCELAIN SOCKET, SURFACE MOUNT, 1 - A19/60 INCANDESCENT LAMP(S), 60W, E26 MEDIUM BASE, BALLAST FACTOR = 1, RATED LIFE = 2000HR, 120V, PULL CHAIN	60	RETRO, 1 LAMP, 9.5W, STANDARD A19, E26 BASE, DIMMABLE, 800 LUMENS, 4000K, 120V, 3-YEAR WARRANTY	9.5
Staff Only Section	1	PORCELAIN SOCKET, SURFACE MOUNT, 1 - A19/60 INCANDESCENT LAMP(S), 60W, E26 MEDIUM BASE, BALLAST FACTOR = 1, RATED LIFE = 2000HR, 120V	60	RETRO, 1 LAMP, 9.5W, STANDARD A19, E26 BASE, DIMMABLE, 800 LUMENS, 4000K, 120V, 3-YEAR WARRANTY	9.5
Staff Only Section	2	PORCELAIN SOCKET, SURFACE MOUNT, 1 - PLV32 FLUORESCENT LAMP(S), 32W, G24 PIN BASE, BALLAST FACTOR = 1.05, RATED LIFE = 12000HR, 120/277V	33.6	RETRO, 1 LAMP, 9.5W, STANDARD A19, E26 BASE, DIMMABLE, 800 LUMENS, 4000K, 120V, 3-YEAR WARRANTY	9.5
Basement	4	PORCELAIN SOCKET, SURFACE MOUNT, 1 - A19/75 INCANDESCENT LAMP(S), 75W, E26 MEDIUM BASE, BALLAST FACTOR = 1,	75	RETRO, 1 LAMP, 9.5W, STANDARD A19, E26 BASE, DIMMABLE, 800 LUMENS, 4000K, 120V, 3-YEAR WARRANTY	9.5

		RATED LIFE = 2000HR, 120V			
Basement	1	PORCELAIN SOCKET, SURFACE MOUNT, 1 - LA19/12 LED LAMP(S), 12W, E26 MEDIUM BASE, BALLAST FACTOR = 1, RATED LIFE = 25000HR, 120V	12	RETRO, 1 LAMP, 9.5W, STANDARD A19, E26 BASE, DIMMABLE, 800 LUMENS, 4000K, 120V, 3-YEAR WARRANTY	9.5
Basement	16	WRAP AROUND, SURFACE MOUNT, 1X4, PRISMATIC LENS, 4 - F34T12 FLUORESCENT LAMP(S), 34W, G13 PIN BASE, BALLAST FACTOR = 1.1, RATED LIFE = 24000HR, 120/277V	149.6	RETRO, 2 LAMP, 10.5W, 4FT T8 LED TUBE, TYPE B BALLAST BYPASS, DOUBLE- ENDED, DELAMP, 1750 LUMENS, 4000K, 120-277V, 5- YEAR WARRANTY	21
Restroom	1	VANITY, WALL MOUNT, 1X4, PRISMATIC LENS, 2 - F32T8 FLUORESCENT LAMP(S), 32W, G13 PIN BASE, BALLAST FACTOR = 0.88, RATED LIFE = 24000HR, 120/277V	56.32	RETRO, 2 LAMP, 10.5W, 4FT T8 LED TUBE, TYPE B BALLAST BYPASS, DOUBLE- ENDED, 1750 LUMENS, 4000K, 120-277V, 5-YEAR WARRANTY	21
Restroom	1	VENT FAN, RECESSED MOUNT, FROSTED LENS, 1 - A19/60 INCANDESCENT LAMP(S), 60W, E26 MEDIUM BASE, BALLAST FACTOR = 1, RATED LIFE = 2000HR, 120V	60	RETRO, 1 LAMP, 9.5W, STANDARD A19, E26 BASE, DIMMABLE, 800 LUMENS, 4000K, 120V, 3-YEAR WARRANTY	9.5
Vestibule	3	DOWNLIGHT, RECESSED MOUNT, 6", 1 - LPAR30/12 LED LAMP(S), 12W, E26 MEDIUM BASE, BALLAST FACTOR = 1, RATED LIFE = 25000HR, 120V	12	RETRO, 13W, RECESSED DOWNLIGHT, 6", MEDIUM DIST., WHITE TRIM, 10% DIM, SELECTABLE OUTPUT, 1250 LUMENS, 4000K, 120-277V, 5- YEAR WARRANTY	13
Building Mounted	1	WALLPACK, WALL MOUNT, TYPE 3, 1 - MH250 METAL HALIDE LAMP(S), 250W, E39 MOGUL BASE, BALLAST FACTOR = 1.18, RATED LIFE = 15000HR, 120/277V, BRONZE	295	FIXTURE, 55W, WALL PACK, OPEN FACE, TYPE 3 DIST., BRONZE, PHOTOCCELL, SELECTABLE CCT & OUTPUT, 8030 LUMENS, 4000K, 120-277V, 5-YEAR WARRANTY	55
Building Mounted	1	WALLPACK, WALL MOUNT, TYPE 3, 1 - MH250 METAL HALIDE LAMP(S), 250W, E39	295	FIXTURE, 55W, WALL PACK, OPEN FACE, TYPE 3 DIST., BRONZE, PHOTOCCELL, SELECTABLE CCT &	55

		MOGUL BASE, BALLAST FACTOR = 1.18, RATED LIFE = 15000HR, 120/277V, BRONZE		OUTPUT, 8030 LUMENS, 4000K, 120-277V, 5-YEAR WARRANTY	
Building Mounted	1	WALLPACK, WALL MOUNT, TYPE 3, 1 - MH250 METAL HALIDE LAMP(S), 250W, E39 MOGUL BASE, BALLAST FACTOR = 1.18, RATED LIFE = 15000HR, 120/277V, BRONZE	295	FIXTURE, 55W, WALL PACK, OPEN FACE, TYPE 3 DIST., BRONZE, PHOTOCCELL, SELECTABLE CCT & OUTPUT, 8030 LUMENS, 4000K, 120-277V, 5-YEAR WARRANTY	55
Canopy	2	DOWNLIGHT, RECESSED MOUNT, 6", 1 - PLH26 FLUORESCENT LAMP(S), 26W, G24 PIN BASE, BALLAST FACTOR = 1.05, RATED LIFE = 12000HR, 120/277V	27.3	RETRO, 13W, RECESSED DOWNLIGHT, 6", MEDIUM DIST., WHITE TRIM, 10% DIM, SELECTABLE OUTPUT, WET LISTED, 1250 LUMENS, 4000K, 120-277V, 5-YEAR WARRANTY	13

PUBLIC WORKS BUILDING

LOCATION	QTY	DESIGN EXISTING FIXTURE	EXT WATTS	DESIGN FIXTURE/RETROFIT	PROPOSED WATTS
Workshop	4	WRAP AROUND, SUSPENDED MOUNT (MULTI POINT), 1X4, PRISMATIC LENS, 4 - LTB-T84/15 LED LAMP(S), 15W, G13 PIN BASE, BALLAST FACTOR = 1, RATED LIFE = 50000HR, 120/277V	60	FIXTURE, 90W, STANDARD STRIP, SUSPENDED MOUNT, 1' X 8', DIFFUSE LENS, SELECTABLE CCT & OUTPUT, 11970 LUMENS, 4000K, 120-277V, 5-YEAR WARRANTY	90
Workshop	8	NO EXISTING LUMINAIRE, ADDING NEW FIXTURES TO INCREASE LIGHT LEVEL PER CUSTOMER REQUEST	0	FIXTURE, 90W, STANDARD STRIP, SUSPENDED MOUNT, 1' X 8', DIFFUSE LENS, SELECTABLE CCT & OUTPUT, NEW LOCATION - NEW ELECTRICAL - USING EXISTING BRANCH CIRCUITS, 11970 LUMENS, 4000K, 120-277V, 5-YEAR WARRANTY	90
Workshop	3	STANDARD STRIP, SUSPENDED MOUNT (MULTI POINT), 1X8, 4 - LTB-T84/15 LED LAMP(S), 15W, G13 PIN BASE, BALLAST FACTOR = 1, RATED LIFE = 50000HR, 120/277V	60	FIXTURE, 28W, STANDARD STRIP, SUSPENDED MOUNT, 1' X 4', DIFFUSE LENS, SELECTABLE CCT & OUTPUT, 3920 LUMENS, 4000K, 120-277V, 5-YEAR WARRANTY	28

Building Mounted	1	BARN YARD, ARM MOUNT, TYPE 3, 1 - MH175 METAL HALIDE LAMP(S), 175W, E26 MEDIUM BASE, BALLAST FACTOR = 1.18, RATED LIFE = 15000HR, 120/277V, GREY	206.5	FIXTURE, 60W, BARN YARD FIXTURE, ARM MOUNT, TYPE 5, PHOTOCCELL, SELECTABLE CCT & OUTPUT, 9250 LUMENS, 4000K, 120-277V, 5-YEAR WARRANTY	60
Truck Shed	5	ROUND, PENDANT MOUNT (SINGLE POINT), 1 - LA19/16 LED LAMP(S), 16W, E26 MEDIUM BASE, BALLAST FACTOR = 1, RATED LIFE = 25000HR, 120V	16	FIXTURE, 90W, STANDARD STRIP, SUSPENDED MOUNT, 1' X 8', DIFFUSE LENS, SELECTABLE CCT & OUTPUT, 11970 LUMENS, 4000K, 120-277V, 5-YEAR WARRANTY	90

HISTORICAL SOCIETY

LOCATION	EX. QTY	DESIGN EXISTING FIXTURE	EXT WATTS	DESIGN FIXTURE/RETROFIT	PROPOSED WATTS
Museum	35	TROFFER, RECESSED MOUNT, 2X4, PRISMATIC LENS, 4 - F34T12 FLUORESCENT LAMP(S), 34W, G13 PIN BASE, BALLAST FACTOR = 1.1, RATED LIFE = 24000HR, 120/277V	149.6	RETRO, 4 LAMP, 10.5W, 4FT T8 LED TUBE, TYPE B BALLAST BYPASS, DOUBLE-ENDED, DIFFICULT ACCESS, 1750 LUMENS, 4000K, 120-277V, 5-YEAR WARRANTY	42
Museum	2	EXIT SIGN, WALL MOUNT, WHITE/RED, 2 - PLH7 FLUORESCENT LAMP(S), 7W, G23 PIN BASE, BALLAST FACTOR = 1.05, RATED LIFE = 12000HR, 120V	14.7	FIXTURE, 2W, EXIT/EMERGENCY COMBO, WHITE FACE/RED LETTER, NI-MH BATTERY, SELECTABLE COLOR, - LUMENS, -K, 120-277V, 5-YEAR WARRANTY	2
Museum Gateway Society	6	TROFFER, RECESSED MOUNT, 2X4, PRISMATIC LENS, 4 - F34T12 FLUORESCENT LAMP(S), 34W, G13 PIN BASE, BALLAST FACTOR = 1.1, RATED LIFE = 24000HR, 120/277V	149.6	RETRO, 4 LAMP, 10.5W, 4FT T8 LED TUBE, TYPE B BALLAST BYPASS, DOUBLE-ENDED, DIFFICULT ACCESS, 1750 LUMENS, 4000K, 120-277V, 5-YEAR WARRANTY	42
Mechanical Room	1	PORCELAIN SOCKET, SURFACE MOUNT, 1 - A19/60 INCANDESCENT LAMP(S), 60W, E26 MEDIUM BASE, BALLAST FACTOR = 1, RATED LIFE = 2000HR, 120V	60	RETRO, 1 LAMP, 9.5W, STANDARD A19, E26 BASE, DIMMABLE, 800 LUMENS, 4000K, 120V, 3-YEAR WARRANTY	9.5

Office/Storage	2	TROFFER, RECESSED MOUNT, 2X4, PRISMATIC LENS, 4 - F34T12 FLUORESCENT LAMP(S), 34W, G13 PIN BASE, BALLAST FACTOR = 1.1, RATED LIFE = 24000HR, 120/277V	149.6	RETRO, 2 LAMP, 10.5W, 4FT T8 LED TUBE, TYPE B BALLAST BYPASS, DOUBLE-ENDED, DELAMP, 1750 LUMENS, 4000K, 120-277V, 5-YEAR WARRANTY	21
Office/Storage	1	VANITY, WALL MOUNT, 1X4, FROSTED LENS, 1 - F34T12 FLUORESCENT LAMP(S), 34W, G13 PIN BASE, BALLAST FACTOR = 1.1, RATED LIFE = 24000HR, 120/277V	37.4	RETRO, 1 LAMP, 10.5W, 4FT T8 LED TUBE, TYPE B BALLAST BYPASS, DOUBLE-ENDED, 1750 LUMENS, 4000K, 120-277V, 5-YEAR WARRANTY	10.5
Restroom	2	TROFFER, RECESSED MOUNT, 2X4, PRISMATIC LENS, 4 - F34T12 FLUORESCENT LAMP(S), 34W, G13 PIN BASE, BALLAST FACTOR = 1.1, RATED LIFE = 24000HR, 120/277V	149.6	RETRO, 2 LAMP, 10.5W, 4FT T8 LED TUBE, TYPE B BALLAST BYPASS, DOUBLE-ENDED, DELAMP, 1750 LUMENS, 4000K, 120-277V, 5-YEAR WARRANTY	21
Restroom	1	VANITY, WALL MOUNT, 1X4, FROSTED LENS, 1 - F34T12 FLUORESCENT LAMP(S), 34W, G13 PIN BASE, BALLAST FACTOR = 1.1, RATED LIFE = 24000HR, 120/277V	37.4	RETRO, 1 LAMP, 10.5W, 4FT T8 LED TUBE, TYPE B BALLAST BYPASS, DOUBLE-ENDED, 1750 LUMENS, 4000K, 120-277V, 5-YEAR WARRANTY	10.5
Building Mounted	1	BARN YARD, ARM MOUNT, TYPE 3, 1 - MH250 METAL HALIDE LAMP(S), 250W, E39 MOGUL BASE, BALLAST FACTOR = 1.18, RATED LIFE = 15000HR, 120/277V, GREY	295	FIXTURE, 60W, BARN YARD FIXTURE, ARM MOUNT, TYPE 5, PHOTOCCELL, SELECTABLE CCT & OUTPUT, 9250 LUMENS, 4000K, 120-277V, 5-YEAR WARRANTY	60

TC – 11.1 Solar

Contractor shall furnish and install the following:

- Solar array with approximate total capacity per table below per site
- Photovoltaic solar modules
- Rooftop and ground-mounted racking based on the site.
- Design and solar engineering included.
- Fronius inverters and optimizers.
- The mounting system shall minimize roof penetrations and shall include rail-mounted roof PV. The mounting system design shall meet applicable local building code requirements with respect to snow, wind, and earthquake factors.
- Ground-mount system, the racking shall consist of steel frame design for solar panel installation.
- Ground-mount system poles will be installed in the ground such that the solar panels are leveled. (No earthwork)
- Install 6ft high chain link fence around ground-mount PV system.
- The solar PV system shall be fixed tilt with an orientation that maximizes annual energy production.
- The system layout shall meet local fire department, code, and ordinance requirements for roof access.
- The power provided shall be single/three phase based on the site power and on-site distribution system.
- Design drawings stamped (by a licensed professional engineer) specifying connection voltage and location of combiners and POIs. (where required)
- The standard test condition (STC)-rated power value, slope, and orientation will be entered into Helioscope using the nearest weather file to determine estimated energy delivery in kWh AC.
- The PV array shall mean one or more PV modules having the same orientation and on the same maximum power point tracking (MPPT) system.
- All proposed/implemented PV array locations shall be shade-free (where possible) from 9 a.m. to 3 p.m. (solar time).
- The solar PV project, including supports and power conductors, shall not interfere with roof drains, water drainage, expansion joints, air intakes, existing electrical and mechanical equipment, existing antennas, and planned areas for future installation of equipment shown on drawings.
- Products shall contain components that are or made of material that are recyclable, that contain recycled materials, and that are ENERGY STAR® rated if they are available on the market.
- The installation and equipment shall comply with applicable building, mechanical, fire, seismic, structural, and electrical codes.
- All modules installed in a series string shall be installed in the same plane/orientation. Solar PV module installation design shall allow for the best ventilation possible of panels to avoid adverse performance impacts.
- Each solar inverter and associated controls shall be properly installed according to the manufacturer's instructions. Contractor will install inverters and control panels in most optimum locations for energy production with appropriate environmental protection. Operating instructions shall be posted on or near the system and on file with facilities operation and maintenance documents.
- All roof penetrations shall be designed and constructed in collaboration with the roofing professional or manufacturer responsible for the roof and roofing material warranty for the specific site. The number and size of the penetrations necessary to extend the power and control cable into the building must be kept to a minimum and grouped in a single location when practicable. All roof installations and weather proofing of penetrations shall not compromise the roof warranty.

	Location	Size(dc kW)	Panels	Roof/Ground
1	Water Tower (200 10th Ave)	10.66	26	Ground
2	Water Tower 2509 9th St (by HWY 67)	22.14	54	Ground
3	Well #5 (508 11th place)	51.66	126	Ground
4	Fire Station	67.65	165	Roof
5	Public Works 409 9th Ave)	16.40	40	Roof
6	New Well Site	19.80	44	Ground

Exclusions:

- The pricing does not include any cleaning of the solar panels after final completion (panels will be cleaned during commissioning).
- Pricing does not include any leveling of ground.
- Pricing excludes any relocation of underground utilities, if required, at site.
- Pricing excludes any ground maintenance of shrubs and weeds.
- Pricing excludes any existing roof leaks or penetrations that are not part of this project.

TC – 13.0 Water Meters

The scope of work will include the following:

- Cellular Based Network Installation and Replacement of Water Meters

Contractor shall provide the following materials and services for the replacement of the existing, small, residential water meters and large commercial water meters including a cellular based meter reporting capability.

Water Meter installation

Contractor shall provide Badger (or equivalent) water meters and integrate to the existing Simple City Software system as shown in the table below. Contractor utilized a list of metered water services generated from data files provided by Customer. Existing meters will be replaced with New Badger Meters with Orion AMI cellular communication capabilities. Specific quantities of services, meters and related components are shown below:

Size	Type (MATERIAL)	QTY
5/8" X 1/2"	Badger M25 PD Meter	1210
Short 3/4"	Badger M35 PD Meter	484
1"	Badger M70 PD Meter	8
1.5"	Badger E-Series Meter	6
2"	Badger E-Series Meter	15
4"	Badger E-Series Meter	3
N/A	Cellular Endpoint	1726
N/A	BEACON Engagement Fee	1
N/A	Billing Integration with Badger	1
N/A	Monthly Subscription Fees for Cellular (Three years)	1726
N/A	BEACON Training On-Site	1

Size	Type (LABOR)	Qty
5/8" X 1/2"	Badger M25 PD Meter	1210
Short 3/4"	Badger M35 PD Meter	484
1"	Badger M70 PD Meter	8
1.5"	Badger E-Series Meter	6
2"	Badger E-Series Meter	15
4"	Badger E-Series Meter	3

Maintenance (Yearly, 1st year only)	
Monthly System Health, Repair guides, yearly refresher training - Setup	Setup
Monthly System Health, Repair guides, yearly refresher training	One Time
Monthly System Health, Repair guides, yearly refresher training – Onsite/online training	8 hours

Only the services listed in the sizes, types and quantities listed in the tables above will be targeted for replacement. Any additional metered services not listed are not included as part of this Scope of Work.

Unless otherwise defined in the tables above, the meters will be replaced like for like. Installation of strainers, test ports, valves, bypasses, or piping modifications is not included.

Installation Services Include the following:

- Contractor shall set up a call center to schedule indoor meter replacements with the end users. A two- hour window will be provided for the installation arrival time.
- Removal of the old meter and installation of new gaskets for the existing couplings/flanges.
- Providing new bolts for flanged meters.
- Installation of new meter and Cellular Water Endpoint (CWE).
- Contractor shall work directly with the utility's billing software provider to develop and write a batch update program to handle all the changeout data from the installations in the field to automatically update the billing system with the data.
- Contractor shall provide all necessary data and support for the data integration into the Customer's billing system. Contractor shall coordinate route installations working closely with the Customer's billing department to execute the project in a planned and organized manner.
- Installers will utilize handheld data collections devices equipped with a custom "installation app." Utility installers will use this device to collect required installation data, pictures, GPS coordinates, and notes.
- Installation data will be quality reviewed, and errors posted for reconciliation by Customer personnel. Once quality checked and reconciled, the data will be posted in the proper format for automated upload to the Utility's billing system.
- Searchable access to installation data including out reads, serial number data, pictures, mapped meter location using field collected GPS, installation notes, pictures, and information related to return trips to troubleshoot a given installation.
- Review of all installation data to include photo reviews, serial number reviews against CIS and inventory, duplicate ids, read review, and programming status review, and proper registration on Beacon network. Errors requiring field reconciliation will be posted for Customer personnel to address.
- Access to daily reads collected via the Beacon System.
- Confirming quantity and serial number for each delivered inventory item as compared to manufacturer manifest.
- Maintaining overall data for product received, product installed, and product on hand.
- Maintain daily inventory of all metering products loaded to each truck and product returned at the end of each day and identifying discrepancies.
- Loading vehicles with product each day so the installation crew is ready to go each morning with metering products.
- Contractor shall ship all product to a central, climatically controlled location provided by the Customer. Contractor shall deliver all removed meters to the location for use in resolving billing disputes or for recycling/disposal by the Customer. Ideally, this location will have room for overnight parking of installation vehicles, daily parking for employees, and provision for a small office space with phone and internet access.

Customer Required Assistance

- Designated representative for assistance on project installation issues.
- Prior to Contractor placing material orders, Customer will conduct a detailed audit of meter sizes and meter placement (inside versus pit). This is to assure the correct sizes of meters and types of endpoints are ordered.
- Access where end-use customer prevents Contractor from accessing the meter after three documented attempts are made to perform the replacement or schedule an appointment. Additionally attempt will be made if customer requests at additional cost.
- Assistance, if needed, to shutoff water to a specific service address in the unlikely event a line-break does occur during meter replacement activities.
- Shut-off assistance for meter services where the existing valve(s) does not function sufficiently to allow for the replacement of the meter should valve replacement quantities as specified in the tables above.
- Repair of old or leaking water service pipe that may have occurred prior to or during meter replacement activities that is not a result of negligence on the part of Contractor.
- Re-plumbing, repair, or replacement assistance for meters with non-standard plumbing or access conditions unless otherwise scoped and covered within this Contract.
- Continued manual reading of meters, even those equipped with an CWE until such time that a route or group of routes is fully installed, and troubleshooting completed, and route has been accepted.
- Allocate staff to reconcile installation errors as identified by the work order system.
- Inspection and sign-off of meter installations as routes are completed.
- Upload installation data into utility billing system and reconcile discrepancies in billing system.
- The State of Iowa will not allow a partial repair on lead service lines. Any lead service lines that will need repair will be brought to the Customer's attention for mitigation. Anywhere lead service lines are encountered, the new meter will be turned over to Customer for future installation by others.

Warranty

- Contractor will warrant its installation services for a period of one (1) year from date of project completion. This is a workmanship warranty and does not include product. Product warranty is provided directly from the supply vendor. Unless noted otherwise, standard published manufacturer warranties apply.
- Contractor and Customer will document a mutually agreed-upon warranty replacement process. Customer will provide a dedicated individual for warranty communication and processing. Any key personnel turnover will result in a joint meeting between both parties to reiterate the process, accountability, and escalation path.
- Meter failure and AMI meter reading counts should be reviewed at least quarterly by both parties during the warranty period for timely visibility to any trend beyond expectations. Any meter failure shall be documented with a photograph and descriptive note at the time of replacement to identify non-routine causes of failure such as physical damage or tampering.

Training

- Metering & Technology Solutions will provide 8 hours of training for Customer personnel to train them in the use of the meter reading software and equipment (Total Training limited to 8hrs max).

Exclusions

- Replacing old or damaged service pipe outside of the meter set
- Correction of any code violations encountered while installing water meters is not included as part of this project.
- Cost to remove, replace, or restore wall materials, concrete, asphalt, or other pavements required to access the meter is not included as part of this project.
- Cost to mitigate out of scope network/gateway issues or conduct future propagation studies to address excessive meter reading attempts or non-reads is not included as part of this project.
- Existing meters and/or CWEs not replaced under this scope of work are not warranted by Contractor and will be the responsibility of the Customer.
- It may not be possible to determine if minimum straight pipe recommendations from the manufacturer are achieved due to obstructions, walls, buried service piping, etc. Re-plumbing to achieve straight pipe recommendations is not included as part of this project.
- Contractor is not responsible or liable in any way for Meter Accuracy Testing, Network Functionality, Recognized Revenue, or Operational Cost Savings as part of this project.
- Contractor is not responsible or liable in any way for production, product, or revenue losses resulting from extended utility downtime for industrial sites due to any reason outside of Contractor installation error.
- Customer shall contract directly with Meter Manufacturer for annual recurring support, hosting, and software licensing fees.
- Customer must provide bins for removed meters/endpoints/miscellaneous materials and must empty/recycle as needed.
- Connex boxes/storage will be provided to store new inventory during implementation phase. The storage location will be on Customer property.
- Customer shall be responsible for existing repairs and code required issues for pits and vaults.
- Price includes three years of cellular service for the meters. On-going cellular service fees are excluded from this contract.

[END OF ENTIRE SCOPE]

Exhibit C

General Notes

Hazardous Material

There may be some hazardous material in various rooms throughout the facilities. Except where specifically included in Exhibit B, CONTRACTOR has not included any costs associated with the abatement or removal of asbestos containing materials (ACM), lead based paints, or other hazardous materials in the Contract Price.

Electrical Infrastructure

Contractor is not responsible for any Electrical Repairs upstream of the project tie in points, including any existing code deficiencies. It is assumed that this equipment has been maintained and is in good working order. Repairs to this equipment would be negotiated as an additional cost.

This Agreement does not include responsibility for repair or replacement necessitated by freezing weather, electric power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Contractor.

Equipment Efficiencies

All new heating and cooling equipment will meet or exceed the minimum efficiency standards as set forth by the Department of Energy and will comply with all applicable EPA regulations in effect as of the Proposal Date.

Material Requirements

All equipment will be replaced with like equipment able to be serviced in the future by qualified Mechanical or Electrical Contractors. No proprietary equipment will be installed. No requirements for Buy American are included in the scope of this project.

Refrigerant

Some of the existing air conditioning equipment surveyed may contain R-22 refrigerant. This refrigerant is no longer allowed to be used in new air conditioning systems. All new equipment will conform to EPA regulations for environmentally acceptable refrigerants.

All new work includes the necessary:

- Permits and fees as required
- Crane and rigging service
- Removal and disposal of HVAC and Lighting Equipment only
- Project management
- Customer training on new equipment provided (Boilers, pumps, condensing units, air handlers, etc.)
- Engineering services as required.

Not Included in This Scope:

- Asbestos abatement
- New filters for the existing equipment not being replaced
- Temporary Heating and/or cooling during equipment replacement

Structural Upgrades

Structural upgrades to the facilities are not expected, but, to the extent any structure upgrades to the existing facilities are required, they are excluded from Contractor's Scope of Work and solely the responsibility of the Owner.

Exhibit D

RESERVED

Exhibit E-1
Financial Terms and Conditions

Implementation Phase

Customer agrees to pay the Contractor the contract price for the implementation Work, as listed below, in accordance with the terms and conditions of the Agreement. The monthly progress payments shall be in the Payment Schedule shown below.

Contract Price	<u>\$3,696,510</u>
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Down Payment	<u>\$1,848,255</u>
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Payment Schedule

Balance of contract to be equally divided over the duration of construction.

Exhibit F

Press Release Authorization

Consent to Use Name, Logo &/or Quote

ABM requests permission to use City of Camanche's logo/photo and potentially a quote, as part of ABM's marketing communications plan.

Your Company consents to ABM's use of your name, logo/photo and/or customer quote:

(Please initial those instances where you are granting your Company's consent.)

_____ In a press release, case study and/or client profile.

_____ In a listing of representative customers on ABM's web site.

_____ In a listing of representative customers on ABM's sales brochure.

_____ In a listing of representative customers in ABM's employee recruiting materials.

_____ In a listing of representative customers in ABM's responses to Requests for Information, Requests for Quotations or Requests for Proposal.

This consent is valid from 01/17/2024 to 01/16/2029.

ABM thanks you for your consideration and assistance in this important request.

ABM

CUSTOMER

Andrew Sherman

Andrew Kida

Title: Sr. Vice President

Title: City Administrator

Exhibit G

RESERVED

Exhibit H-1

**DELIVERY AND ACCEPTANCE CERTIFICATE
UPON SUBSTANTIAL COMPLETION**

Customer hereby acknowledges receipt of the Energy Conservation Measure(s) (the "ECM(s)") described below as f as Substantially Complete in accordance with the terms of the Bundled Energy Solutions Agreement between the Parties. Customer hereby accepts the ECM(s) listed hereto after full inspection thereof as satisfactory for all purposes of the Agreement.

Substantial Completion Date:

ECM(s):

Date Accepted by Customer: _____

Accepted for: **Customer**

Accepted by: _____

Name: _____

Title: _____

Note: ECM(s) to which this Delivery and Acceptance Certificate relates is/are attached hereto.

Exhibit H-2

FINAL DELIVERY AND ACCEPTANCE CERTIFICATE

FINAL ACCEPTANCE OF PROJECT

Customer hereby acknowledges Final Acceptance of all Energy Conservation Measures (the "ECMs") described below in accordance with the Bundled Energy Solutions Agreement between the Parties. Customer hereby accepts the ECMs listed hereto after full inspection thereof as satisfactory for all purposes of the Agreement. Customer agrees to make the required payment(s) to ABM as set forth in the Agreement.

Date Accepted by Customer: _____

Accepted for: **Customer**

Accepted by: _____

Name: _____

Title: _____

Note: ECMs to which this Delivery and Acceptance Certificate relates are attached hereto.

Exhibit I
RESERVED

Exhibit J

Prevailing Wage Schedule

Davis-Bacon/Prevailing Wage

Davis-Bacon/prevailing wage has not been included to complete all measures included in this scope of work. Should the Customer require prevailing wage to be utilized, ABM will be entitled to an equitable adjustment in the Contact Price to account for any costs associated with prevailing wage compliance.

**Exhibit K
Change Order Form**

This form will be modified to fit the specific change(s) being requested.

Customer	
Change Order No.	
Change Order Title	

Scope Location	Original Scope Description

Scope Location	Proposed Change to Scope Description

Cost Impact:

Schedule Impact:

(Description will be added here.)

Approvals

ABM FACILITY SUPPORT SERVICES, LLC

Customer City of Camanche

Signature (Authorized Representative)	Signature (Authorized Representative)
Name	
Title:	Title:
Date:	Date:

billing

January 29, 2024

Mr. Andrew Kida, City Administrator
818 7th Avenue
Camanche, IA 52730

RE: Recommendation of Award
Camanche Well #7 Phase 1 Well and Pump
City of Camanche, IA

Dear Andrew:

One bid was received on January 25, 2024, for the above referenced project.

We have reviewed the bid that was provided to us. In our review of the bid form that was provided to us, we discovered no irregularities that may relate to the responsiveness of the bidder. We recommend that City of Camanche proceed with your award process on the basis of the low bid of \$2,561,141.00 submitted by Gingerich Well & Pump Service, LLC. This bid consists of Construction of a Potable Water Deep Well approximately 1,300 feet deep, with steel casing pipe in these approximate lengths and diameters: 60 feet of 24 inch, 375 feet of 18.625 inch, 900 feet of 14" diameter. Grouting, development of the well, disinfection, installation of a 650 gpm 580 TDH submersible well pump with associated pitless adapter and appurtenances for an operational well and pump system. This award may be subject to submittal of acceptable bonds, insurance, and other requirements of the City of Camanche. We are enclosing a copy of the bid tabulation for your use.

Please contact our office of the award decision and we will proceed with obtaining the agreement, bonds, and insurance.

We look forward to working with you and the City of Camanche on this project. If you have any questions, please give me a call.

Sincerely,

SHIVE-HATTERY, INC.



Dan Solchenberger, PE
Civil Engineer
City of Camanche - Engineering Representative

DCS/wma

Enc: Bid Tab results

Copy:



SHIVE-HATTERY, INC.

2144 56th Avenue West
Bettendorf, IA 52722
(563) 635-7300

TABULATION OF BIDS

Client: City of Camanche

Bid Date & Time: January 25, 2024

2:00 PM

Project Name: CAMANCHE WELL #7 PHASE 1 WELL AND PUMP
S-H Project #: 2132201054

Location: City Hall Building
818 7th Avenue,
Camanche, IA 52730

Shive-Hattery Cost Opinion	Gingerich Well & Pump Service, LLC 1331 Hwy 1, Kalona, IA 52247
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NAME AND ADDRESS OF BIDDER	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL PRICE	UNIT PRICE	ESTIMATED TOTAL PRICE
1 Mobilization / Demobilization	LS	1		\$ -	\$525,000.00	\$ 525,000.00
2 General Permit 6 / WWPPP Compliance	LS	1		\$ -	\$225,000.00	\$ 225,000.00
3 Drill 30-inch diameter hole	LF	60		\$ -	\$510.00	\$ 30,600.00
4 Furnish and Install 24-inch casing	LF	60		\$ -	\$385.00	\$ 23,100.00
5 Grout Set-Up 24-inch casing	EA	1		\$ -	\$27,500.00	\$ 27,500.00
6 Cement Grout	CF	75		\$ -	\$85.00	\$ 6,375.00
7 Drill 22-inch diameter hole	LF	315		\$ -	\$415.00	\$ 130,725.00
8 Furnish and Install 18.625" casing	LF	375		\$ -	\$365.00	\$ 136,875.00
9 Grout Set-Up 18.625" casing	EA	1		\$ -	\$32,000.00	\$ 32,000.00
10 Cement Grout	CF	630		\$ -	\$85.00	\$ 53,550.00
11 Drill 17.5-inch diameter hole	LF	525		\$ -	\$485.00	\$ 254,625.00
12 Furnish and Install 14" casing	LF	900		\$ -	\$335.00	\$ 301,500.00
13 Grout Set-Up 14" casing	EA	1		\$ -	\$34,000.00	\$ 34,000.00
14 Cement Grout	CF	630		\$ -	\$85.00	\$ 53,550.00
15 Drill 12" Open Hole	LF	420		\$ -	\$408.00	\$ 171,360.00
16 Acid Injection set-up	LS	1		\$ -	\$97,300.00	\$ 97,300.00
17 Acidize	GALLONS	5000		\$ -	\$6.00	\$ 30,000.00
18 Development	LS	1		\$ -	\$120,000.00	\$ 120,000.00
19 Test pump installment and removal	LS	1		\$ -	\$35,000.00	\$ 35,000.00
20 Test pumping	HOURS	24		\$ -	\$295.00	\$ 7,080.00
21 Water samples	LS	1		\$ -	\$6,000.00	\$ 6,000.00
22 Cleaning & Disinfection	LS	1		\$ -	\$6,500.00	\$ 6,500.00
23 Well Pump & Accessories	LS	1		\$ -	\$168,000.00	\$ 168,000.00
24 Plugging and Abandonment	EA	1		\$ -	\$1,500.00	\$ 1,500.00
25 Water Delivered to Site	10,000 GALLONS	60		\$ -	\$1,400.00	\$ 84,000.00
				\$ -		\$ 2,561,140.00