

CITY COUNCIL MEETING AGENDA
Monday, December 18, 2023, 7:00 PM
Eldridge Community Center · 400 S 16th Ave · Eldridge, IA

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Approval of Agenda
4. Mayor's Agenda
 - A. Consideration to Approve City Council Minutes from December 4, 2023
 - B. Consideration to Approve Special City Council Minutes from November 6, 2023 and December 13, 2023
 - C. Consideration to Approve Bills Payable
5. Old Business
 - A. Consideration for final approval of the lease renewal agreement with the Scott County Library for a term of 25 years
6. New Business
 - A. Consideration of Setting 2024 City Council Meeting Dates
 - B. Consideration to approve an adjustment to a residential sewer bill account due to an issue with their annual sewer rate
7. Public Comment
8. Adjournment

Next Regular City Council Meeting: **Tuesday**, January 2nd, 7:00pm at Eldridge Community Center

City of Eldridge City Council Meeting Minutes

The City of Eldridge, Iowa, City Council met in an open session at Eldridge Community Center at 7:00 pm on December 4, 2023.

Council Members Present: Dan Collins, Brian Dockery, and Bernie Peeters.

Adrian Blackwell (absent). Bruce Cheek (exited meeting at 7:09pm)

Presiding: Mayor Frank King

Also Present: Nevada Lemke, Martha Nieto, Jeff Martens, Sue Cheek, Ashley Atkins, Kaelin Carlson-Gross, Annabelle Roth, Kate Blodig, Marty O'Boyle, Dan Belk & Mark Ridolfi

Motion by Dockery to approve the agenda. Second by Collins. Motion was approved unanimously by voice vote.

Public Comment

Sue Cheek shared her opinion/feelings with the Council regarding the type of actions that the Council has taken with past and present City issues.

Ashley Atkins asked the Council what steps she needed to take or what the proper procedure is for her concerns to be heard. Councilman Dockery asked which department, board, or commission she had an issue with and explained the difference between them. He also stated that if she had an issue with a particular employee the proper procedure would be to take that concern to the employee's supervisor. Mayor King explained that this portion of the meeting was for the public comment and not for discovery and asked that Ms. Atkins to write down her questions and submit them to the City Offices and her questions would be answered.

Mayor's Agenda

Motion by Dockery to approve City Council Minutes from November 20, 2023 as amended. Second by Peeters. Motion was approved unanimously by voice vote.

Motion by Dockery to approve Special City Council Minutes from November 13, 2023, second by Collins
Motion by Peeters to approve Special City Council Minutes from November 28, 2023. Second by Dockery. Motion was approved unanimously by voice vote.

Motion by Dockery to approve the bills payable in the amount of \$323,422.66 Second by Peeters.
Motion was approved unanimously by voice vote.

Motion by Collins to approve a Liquor License Renewal for Big 10 Mart #27. Second by Peeters. Motion was approved unanimously by voice vote.

Motion by Peeters to approve a Liquor License Renewal for Big 10 Mart #25. Second by Collins. Motion was approved unanimously by voice vote.

New Business

Motion by Peeters to approve Resolution 2023-50 Approving Final Acceptance of Public Improvements for Grunwald Grove 1st Addition as amended Second by Collins. Roll call vote indicated Dockery (Aye), Collins (Aye), and Peeters (Aye)

Motion by Dockery to approve a Sewer Bill Adjustment for R&L Carriers due to an irrigation line break to reduce the bill from \$11,540 down to their normal usage for this month of \$79.05. Second by Collins. Motion was approved unanimously by voice vote.

Motion by Dockery to adjourn at 7:26 pm. Second by Peeters. Motion was approved unanimously by voice vote.

Frank King
Mayor

Martha Nieto
City Clerk

ACCESS SYSTEMS LEASING	COPIER LEASE	\$391.31	
AHLERS & COONEY P.C.	LEGAL REPRESENTATION	\$940.50	
AMAZON CAPITAL SERVICES	MARTHA DESK CALENDAR	\$5.99	
ANTHONY RUPE	SAFETY EQIP CLOTHING REIMBURS	\$229.61	
AUXIANT	CLAIM FUNDING & FEE	\$1,813.71	
AXON ENTERPRISE INC	BODY CAM/TASERS	\$147,609.84	
BILL'S RADIATOR AND AUTOMOTIVE SERVICE	558702A	\$751.00	
BROOKS LAW FIRM P.C.	GENERAL REPRESENTATION	\$7,543.00	
CALIBRE PRESS	REPORT WRITING TRAINING	\$360.00	
CINTAS CORPORATION	MATS	\$112.99	
COBRA HELP	ACTIVE INSURED EMPLOYEES	\$24.05	
DAVENPORT ELECTRIC CONTRACT CO	RELOCATE WALK SIGN	\$459.62	
DUBUQUE FIRE EQUIPMENT INC	FIRE EXTINGUISHER CERT	\$242.50	
ELDRIDGE BODY SHOP	PD CHARGER	\$10,178.50	
ELDRIDGE LUMBERYARD INC.	2X4-16' MSR	\$113.85	
ELDRIDGE N.S. CHAMBER OF COMMERCE	HOMETOWN HOLIDAY PD	\$25.00	
ESBAUM BECKY	SQR REIMBURSEMENT	\$960.00	
FRANCOTYP-POSTALIA INC.	INK FOR POSTAGE MACHINE	\$343.69	
GOODING MARK OR BRITNEY	SQR REIMBURSEMENT	\$590.00	
GUENTHER JOHN	SQR REIMBURSEMENT	\$1,000.00	
HUMANE SOCIETY OF	TRIP FEES	\$500.00	
IOSSI RYAN	LEAGUE OF CITIES REGISTRATION	\$220.00	
LAWSON PRODUCTS INC.	PARTS	\$127.90	
LEGAT ARCHITECTS	NS YMCA - OUTSTANDING BALANCE	\$65.87	
LOGAN CONTR SUPPLY INC.	SOLVENT & LEVEL	\$380.35	
MANATTS INC	HMA	\$864.00	
MENARDS	HEAT TAPE PAPER TOWELS	\$57.17	
MERSCHMAN HARDWARE	SUPPLIES	\$82.89	
MIDAMERICAN ENERGY COMPANY	UTILITIES	\$6,946.39	

MORTON SALT INC.	ICE SALT	\$29,382.90
PATRIOT LINCOLN OF DAVENPORT	UNIT 821	\$286.71
PAYROLL 11/25/23	PAYROLL 11/25/23	\$98,874.04
PLEASANT VALLEY REDI-MIX INC	SIDEWALK PATCH MANHOLE	\$161.00
QUAD CITIES TAS	ANSWERING SERVICES	\$65.80
REESE PATRICIA	SQR REIMBURSEMENT	\$430.00
RIVER VALLEY COOPERATIVE	DIESEL	\$2,647.11
RNJS DISTRIBUTION INC.	WATER	\$52.05
SCOTT COUNTY SHERIFFS DEPT.	BOOKING FEES	\$175.00
SEARS ROSE MARY	SQR REIMBURSEMENT	\$490.00
SHARED IT INC	IT SERVICES	\$1,274.60
STAPLES	SUPPLIES	\$428.49
US POSTAL SERVICE (CMRS-FP)	POSTAGE	\$500.00
VERIZON WIRELESS	CELL PHONES	\$1,134.95
WASTE COMMISSION OF SCOTT COUNTY	UV BULB DISPOSAL	\$152.25
WEX BANK	FUEL	\$4,428.03
		\$323,422.66

City of Eldridge City Council Meeting Minutes

The City of Eldridge, Iowa, City Council met in a special open session at Eldridge Community Center at 6:04 pm on November 6, 2023.

Council Members Present: Dan Collins, Adrian Blackwell, Bruce Cheek, Brian Dockery, and Bernie Peeters.

Presiding: Mayor Frank King

Motion by Cheek to approve the agenda. Second by Dockery. Motion was approved unanimously by voice vote.

Motion by Blackwell to move in Closed session pursuant to Iowa Code 21.5(1)c "To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation." Second by Peeters. Motion was approved unanimously by voice vote.

Open Session resumed at 6:51 p.m. No action was taken.

Motion by Dockery to adjourn the meeting at 6:52 p.m. Second by Collins. Motion was approved unanimously by voice vote.

City of Eldridge Special City Council Meeting Minutes

The City of Eldridge, Iowa, City Council met in a special open session at Eldridge City Hall at 5:37 pm on December 13, 2023.

Council Members Present: Dan Collins, Adrian Blackwell, Bruce Cheek, Brian Dockery, and Bernie Peeters.

Presiding: Mayor Frank King

Also Present: Nevada Lemke, Martha Nieto, Jeff Martens, and Ann Smisek was present via Zoom.

Motion by Dockery to approve the agenda. Second by Blackwell. Motion was approved unanimously by voice vote.

Motion by Dockery to move in Close session pursuant to Iowa Code 21.5(1)c "To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.". Second by Blackwell. Voice vote indicated Cheek (aye), Dockery (aye), Collins (aye), Peeters (aye), Blackwell (aye).

Resume to open session at 7:59 pm. No action was taken.

Motion by Dockery to adjourn the meeting at 7:59 pm. Second by Blackwell. Motion was approved unanimously by voice vote.

BILLS PAYABLE				
COMM POLICING	008 5-110-6599	10-41 INCORPORATED	SERVICE AGREEMENT	\$800.00
STREET	001 5-210-6310	A & A AIR COND & REFRIGERATION INC	ICE MACHINE RENTAL	\$75.00
POLICE	001 5-110-6725	ACCESS SYSTEMS LEASING	PD COPIER LEASE	\$354.45
LEGAL SERVICES	001 5-640-6410	AHLERS & COONEY P.C.	LABOR/EMPLOYMENT	\$7,495.50
LEGAL SERVICES	001 5-640-6411	AHLERS & COONEY P.C.	GRT ELDRIDGE PROPERTY	\$65.50
LEGAL SERVICES	001 5-640-6411	AHLERS & COONEY P.C.	LECLAIRE ROAD URP	\$189.50
LEGAL SERVICES	001 5-640-6411	AHLERS & COONEY P.C.	AMEND NO 5 TO UNIFIED URP	\$158.00
VEHICLE MAINT	001 5-299-6504	AIRGAS NORTH CENTRAL	ACETYLENE GAS	\$110.35
VEHICLE MAINT	001 5-299-63322	ALTORFER INC	CHAIN LINK	-\$339.68
VEHICLE MAINT	001 5-299-63322	ALTORFER INC	CHAIN LINK	\$339.68
VEHICLE MAINT	001 5-299-63322	ALTORFER INC	REVERSE CREDIT - PC110375257	\$339.68
POLICE	001 5-110-6599	ALWAYS CLEAN LLC	PD CLEANING	\$236.25
STREET	001 5-210-6310	ALWAYS CLEAN LLC	SHOP CLEANING	\$236.25
ADMINISTRATION	001 5-611-6310	ALWAYS CLEAN LLC	CH CLEANING	\$236.25
POLICE	001 5-110-6181	AMAZON CAPITAL SERVICES	TONY CLOTHING ALLOWANCE	\$73.96
VEHICLE MAINT	001 5-299-63322	AMAZON CAPITAL SERVICES	UNIT 32 SIDE DOOR ARMREST	\$51.19
FINANCE	001 5-620-6506	AMAZON CAPITAL SERVICES	CASH RECEIPTS/ CALANDER BASE	\$26.29
POLICE	001 5-110-6331	AQUA-TECH CAR WASH	PD FLEET CARWASH	\$60.00
ADMINISTRATION	001 5-611-6013	ASHCRAFT JEFF	PARK BOARD	\$90.00
VEHICLE MAINT	001 5-299-63322	BILL'S RADIATOR AND AUTOMOTIVE SERVICE	TANDEM	\$751.00
TRAFFIC	001 5-240-6509	BLACKBURN MFG CO	FLAGS	\$305.20
SEWER	610 5-815-6550	BLACKBURN MFG CO	FLAGS	\$243.82
FINANCE	001 5-620-6401	BOHNSACK & FROMMELT LLP	ACCOUNTING SERVICES	\$7,812.50
ADMINISTRATION	001 5-611-6012	BOUSSELOT TISHA	PLANNING & ZONING	\$15.00
ADMINISTRATION	001 5-611-6012	BRAD MERRICK	PLANNING & ZONING	\$15.00
LEGAL SERVICES	001 5-640-6411	BROOKS LAW FIRM P.C.	GENERAL REPRESENTATION	\$1,919.00
STREET	001 5-210-6421	BUSINESS RADIO SALES AND SERVICE INC.	WORK ON MOBILE RADIOS	\$1,330.00
CITY COUNCIL	001 5-610-6240	CAMPBELL SCOTT	IOWA LEAGUE OF CITIES	\$220.00
ADMINISTRATION	001 5-611-6013	CAMPBELL SCOTT	PARK BOARD	\$90.00
FINANCE	001 5-620-6373	CENTRAL SCOTT TELEPHONE	TELEPHONE WIFI	\$870.80
SEWER	610 5-815-6373	CENTRAL SCOTT TELEPHONE	TELEPHONE WIFI	\$257.00
VEHICLE MAINT	001 5-299-63322	CNH CAPITAL	OIL PLUG GLASS DOOR SHIELD	\$676.20
VEHICLE MAINT	001 5-299-63322	CNH CAPITAL	PIN LOCKING	\$63.87
SALES TAX	121 5-750-64071	COLE DAVID	SQR REIMBURSEMENT	\$425.00
TRAFFIC	001 5-240-6380	DAVENPORT ELECTRIC CONTRACT CO	ADJUST TIMER. W LECLAIRE & 1ST	\$180.00
ADMINISTRATION	001 5-611-6013	DE WULF JILL	PARK BOARD	\$75.00
ADMINISTRATION	001 5-611-6012	DUANE R. MILLER	PLANNING & ZONING	\$30.00
ROAD USE	110 5-210-6771	EASTERN IOWA EXCAVATING & CONCRETE LLC	ELEDRIDGE PATCHING #2	\$10,165.00
VEHICLE MAINT	001 5-299-63322	EASTERN IOWA TIRE	MOWER- TUBE	\$35.00
STREET LIGHTING	001 5-230-6371	ELDRIDGE ELECT. UTILITY	STREET LIGHTS	\$3,570.84
ADMINISTRATION	001 5-611-6213	ELDRIDGE N.S. CHAMBER OF COMMERCE	MEMBERSHIP	\$612.00
VEHICLE MAINT	001 5-299-63323	ELDRIDGE WELDING	GRADER WING	\$324.60
ADMINISTRATION	001 5-611-6012	FERGUSON DEAN	BOA	\$30.00
SEWER	610 5-815-6181	GRAINGER	SAFETY GLASSES	\$153.36
SEWER	610 5-815-6230	GREG O'BRIEN	IAMU ANNUAL TRAINING CONF	\$559.35
ADMINISTRATION	001 5-611-6012	GRUENHAGEN ERIC	BOA	\$30.00
ADMINISTRATION	001 5-611-6012	HARBOUR TERRY	PLANNING & ZONING	\$15.00
POLICE	001 5-110-6470	HUMANE SOCIETY OF	BOARDING FEES	\$100.00
ADMINISTRATION	001 5-611-6601	HY-VEE ACCOUNTS RECIEVABLE	JACOB POWEL REIMBURSED - 11-20	\$6.45
COMM POLICING	008 5-110-6599	HY-VEE ACCOUNTS RECIEVABLE	FRITOS NNO	\$193.80
ADMINISTRATION	001 5-611-6240	IOWA LAW ENFORCEMENT ACADEMY	LEMKE - BACK TO BLUE	\$10.00
STREET	001 5-210-6310	JP GASWAY	PAPER PRODUCTS URINAL SCREEN	\$158.42
STREET	001 5-210-6310	JP GASWAY	PAPER TOWEL	\$122.92
ADMINISTRATION	001 5-611-6012	KARL DONAUBAUER	PLANNING & ZONING	\$30.00

ADMINISTRATION	001 5-611-6012	KARL DONAUBAUER	BOA	\$15.00
SEWER	610 5-815-6320	MENARDS	SPRAYER	\$15.98
SEWER	610 5-815-6320	MENARDS	5W40 BLOWER OIL	\$146.93
POLICE	001 5-110-6727	MESSENGER MOTORWORKS	GRAPHICS FOR SQUAD	\$550.00
ADMINISTRATION	001 5-611-6012	MICHAEL MARTIN	PLANNING & ZONING	\$15.00
POLICE	001 5-110-6240	MICHAEL SKOCINSKI	DRE TRAINING	\$402.89
VEHICLE MAINT	001 5-299-6504	MIDWEST WHEEL	TIRE GUAGE BORE CORE HOUSING	\$29.30
VEHICLE MAINT	001 5-299-6332	MOLO PETROLEUM LLC	OIL	\$887.49
VEHICLE MAINT	001 5-299-63322	MOLO PETROLEUM LLC	DIESEL EXHAUST FLUID	\$108.62
VEHICLE MAINT	001 5-299-63322	MOLO PETROLEUM LLC	OIL	\$532.48
ADMINISTRATION	001 5-611-6012	NANCY GRUBER	PLANNING & ZONING	\$15.00
VEHICLE MAINT	001 5-299-6332	NAPA AUTO PARTS	FILTERS UNIT 101	\$60.98
VEHICLE MAINT	001 5-299-6332	NAPA AUTO PARTS	FILTER #110	\$32.98
VEHICLE MAINT	001 5-299-6332	NAPA AUTO PARTS	LIGHT BULBS	\$33.88
VEHICLE MAINT	001 5-299-63322	NAPA AUTO PARTS	FILTERS UNIT 89	\$44.98
VEHICLE MAINT	001 5-299-63322	NAPA AUTO PARTS	WINDOW CHANNEL UNIT 32	\$46.99
VEHICLE MAINT	001 5-299-63322	NAPA AUTO PARTS	FILTER FOR FORK LIFT	\$81.98
VEHICLE MAINT	001 5-299-63323	NAPA AUTO PARTS	BLADE FOR UNIT 33	\$38.98
VEHICLE MAINT	001 5-299-63323	NAPA AUTO PARTS	FILTERS FOR TANDEM	\$540.95
SEWER	610 5-815-6332	NAPA AUTO PARTS	FILTER ON UNIT 220	\$48.98
SEWER	610 5-815-6490	NORTH CENTRAL LABORATORIES	LAB TESTING SUPPLIES	\$593.40
FINANCE	001 5-620-6414	NORTH SCOTT PRESS	PUBLICATIONS	\$633.20
SNOW REMOVAL	001 5-250-6534	OSSIAN INC	BEET JUICE FOR SALT	\$5,775.64
POLICE	001 5-110-6181	PANTHER UNIFORMS INC.	RYAN GALE BADGE/BARS	\$33.45
POLICE	001 5-110-6181	PANTHER UNIFORMS INC.	ANDREW LELLIG SHIRTS	\$72.99
VEHICLE MAINT	001 5-299-6332	PATRIOT LINCOLN OF DAVENPORT	DOOR LOCK FOR SQUAD 82	\$27.11
ADMINISTRATION	001 5-611-6012	PAUL HAYUNGS	BOA	\$30.00
SEWER	610 5-815-6320	QUAD CITIES WINWATER CO	DIGESTER 3 VALVE	\$1,364.30
SEWER	610 5-815-6550	QUAD CITIES WINWATER CO	MASTIC	\$119.14
SANITATION	001 5-290-6497	REPUBLIC SERVICES #400	GARBAGE/RECYCLING SERVICES	\$32,161.85
VEHICLE MAINT	001 5-299-63322	REXCO EQUIPMENT INC.	T76 LOADER MANUAL	\$172.41
STREET	001 5-210-6440	RIVER CITIES MANAGEMENT	DECEMBER WAREHOUSE RENT	\$1,849.75
STREET	001 5-210-6440	RIVER CITIES MANAGEMENT	JANUARY WAREHOUSE RENT	\$1,849.75
VEHICLE MAINT	001 5-299-63323	RIVER VALLEY TURF	#89/#18 SALT SPREAD ENG GASKET	\$11.43
ROAD USE	110 5-210-6530	RIVERSTONE GROUP INC	COLD MIX/PATCH	\$186.20
POLICE	001 5-110-6599	RNJS DISTRIBUTION INC.	5 GALLON WATER JUGS	\$9.97
FINANCE	001 5-620-6506	RNJS DISTRIBUTION INC.	5 GALLON WATER JUGS	\$9.98
ADMINISTRATION	001 5-611-6012	ROBERT KUEHL	BOARD OF ADJUSTMENT	\$30.00
POLICE	001 5-110-6413	SCOTT COUNTY SHERIFFS DEPT.	BOOKING FEES	\$150.00
POLICE	001 5-110-6319	SHARED IT INC	IT SERVICES	\$663.50
STREET	001 5-210-6373	SHARED IT INC	IT SERVICES	\$213.35
FINANCE	001 5-620-6373	SHARED IT INC	IT SERVICES	\$282.50
SEWER	610 5-815-6373	SHARED IT INC	IT SERVICES	\$144.20
SALES TAX	121 5-750-6407	SHIVE-HATTERY ENGINEERS	2023 PROJECTS	\$16,151.95
SALES TAX	121 5-750-6407	SHIVE-HATTERY ENGINEERS	2021 SITE OBSERVATIONS	\$491.38
SALES TAX	121 5-750-6727	SHIVE-HATTERY ENGINEERS	E LECLAIRE RD & 1ST ST	\$1,303.03
SALES TAX	121 5-750-6730	SHIVE-HATTERY ENGINEERS	TOWNSEND FARMS 12TH & 13TH TRA	\$1,775.00
POLICE	001 5-110-6506	SHRED-IT C/O STERICYCLE INC	SHRED BIN	\$115.54
POLICE	001 5-110-6506	SHRED-IT C/O STERICYCLE INC	SHRED BIN	\$115.54
SEWER	610 5-815-6181	THEISEN SUPPLY INC	WINTER COAT	\$109.98
VEHICLE MAINT	001 5-299-63322	THOMPSON TRUCK & TRAILER	TANDEM AUTO PARTS	\$860.79
VEHICLE MAINT	001 5-299-63322	THOMPSON TRUCK & TRAILER	TANDEM DOOR KIT & FILTER	\$165.38
VEHICLE MAINT	001 5-299-63322	TITAN MACHINERY	CYLINDER	\$977.63
VEHICLE MAINT	001 5-299-63322	TITAN MACHINERY	CYLINDER	\$48.63
ADMINISTRATION	001 5-611-6013	TRICIA CAMPBELL	PARK BOARD	\$60.00

POLICE	001 5-110-6181	UNIFORM DEN INC.	POLO FOR M. SKOCINSKI	\$113.90
SEWER	610 5-815-6550	UTILITY EQUIPMENT CO.	MANHOLE CASTINGS-STOCK	\$2,082.50
SANITATION	001 5-290-6601	WASTE COMMISSION OF SCOTT COUNTY	TIRE DISPOSAL	\$130.50
ADMINISTRATION	001 5-611-6013	WESTENDORF EUGENE	PARK BOARD	\$60.00
SPLIT	SPLIT	AUXIANT	CLAIM FUNDING	\$2,429.97
SPLIT	SPLIT	EMPLOYEE BENEFIT SYSTEMS (EBS)	EMPLOYEE BENEFITS TPA FEES	\$634.71
SPLIT	SPLIT	PAYROLL 12/09/2023	PAYROLL 12/09/2023	\$123,892.79
SPLIT	SPLIT	WELLMARK BLUE CROSS	MEDICAL INSURANCE PREMIUMS	\$20,815.28
CREDIT CARDS				
ANDREW LELLIG	008-5-110-6602	TRUPANION	MONTHLY K-9 INSURANCE PREMIUM	\$122.97
ANDREW LELLIG	008-5-110-6599	DOMINO'S	PIZZA FOR OFRS WORKING CORNERSTONE EVENT	\$290.28
ANTHONY RUPE	610-5-815-6506	ADOBE INC	ADOBE SOFTWARE REFUND	-\$4.19
ANTHONY RUPE	610-5-815-6506	ADOBE INC	ADOBE SOFTWARE ANNUAL FEE	\$127.07
BRENDA KIEL	001-5-110-6506	DOLLAR GENERAL	BATTERIES	\$16.59
BRENDA KIEL	001-5-110-6420	ARMOR EXPRESS INC	VEST FOR TONY CAVANAUGH	\$991.77
BRENDA KIEL	001-5-110-6181	ARMOR EXPRESS INC	CARRIER & PATCHES SEWN ON VEST FOR T.CAVANAUGH	\$260.91
BRENDA KIEL	001-5-110-6508	USPS	POSTAGE FOR CASE 2023-14566, EVIDENCE TO LAB	\$7.85
GREGORY O'BRIAN	610-5-815-6230	IAMU	IAMU ANNUAL CONFERENCE - REGISTRATION FEE	\$265.00
JEFFREY WHITE	001-5-210-6331	BP MART ELDRIDGE	FUEL FOR SALT SPREADERS	\$100.00
MARTHA NIETO	001-5-620-6319	DELL	NEW COMPUTER FOR SADIE PER SHARED IT RECOMMEND	\$844.25
MITCHELL MORRIS	001-5-299-63322	FARM & FLEET	BATTERIES FOR TRUCKS	\$167.86
NEVADA LEMKE	001-5-620-65061	ZOOM	REFUND OF TAXES FOR ZOOM PURCHASE	-\$7.34
NEVADA LEMKE	001-5-620-65061	ADOBE INC	REFUND OF ADOBE SOFTWARE PROGRAM (UPGRADE)	-\$165.23
NEVADA LEMKE	001-5-620-65061	ZOOM	ANNUAL FEE FOR VIRTUAL MEETING PLATFORM	\$112.27
NEVADA LEMKE	001-5-620-6506	KEURIG	COFFEE FOR CITY HALL OFFICE	\$41.60
NEVADA LEMKE	001-5-620-65061	ADOBE INC	ANNUAL SUBSCRIPTION FEE FOR ADOBE PRO	\$254.27
NEVADA LEMKE	001-5-620-65061	ADOBE INC	FEE FOR ADOBE SUBSCRIPTION ANNUAL - REFUNDED FOR UPGRADE	\$165.23
NEVADA LEMKE	001-5-610-6240	IOWA LEAGUE OF CITIES	MAYOR REG FEE - MUNICIPAL LEADERSHIP ACADEMY	\$80.00
RAYMOND NEES	001-5-170-6230	DRURY INN	HOTEL FOR IABO TRAINING IN DSM IN JANUARY 2024	\$338.14
RAYMOND NEES	001-5-170-6230	EB IABO JANUARY 2024	REGISTRATION FEE FOR 2024 IABO TRAINING - DSM	\$411.01
RAYMOND NEES	001-5-170-6230	RESERVATIONS.COM	SERVICE FEE FOR BOOKING HOTEL & RESERVATION	\$19.99
TONY CAVANAUGH	001-5-110-6506	IA SECRETARY OF STATE	NOTARY LICENSE RENEWAL	\$30.00
			BILLS PAYABLE	\$264,362.31
			CREDIT CARDS	\$4,470.30
			TOTAL	\$268,832.61

LEASE - BUSINESS PROPERTY

THIS LEASE AGREEMENT, is entered into on _____ by City of Eldridge ("Landlord") whose address for the purpose of this lease is 305 N. Third Street, Eldridge, IA 52748, and Scott County Library System ("Tenant") whose address for the purpose of this lease is 200 North Sixth Avenue, Eldridge, IA 52748.

- 1. PREMISES AND TERM.** The Landlord, in consideration of the rents, agreements and conditions herein contained, leases to the Tenant and Tenant leases from Landlord, according to the terms of this lease, the following described "premises", situated in Scott County, Iowa:

Lot 17 of Lancer Park Sixth Addition to the City of Eldridge, Iowa, and commonly known as 200 North Sixth Avenue, Eldridge, Iowa

with the improvements thereon, and all rights, easements and appurtenances, which, more particularly, includes the space and premises as may be shown on "Exhibit A," if attached, for a term of 25 years, commencing at midnight of the day previous to the first day of the lease term, which shall be on June 1, 2025 and ending at midnight on the last day of the lease term, which shall be on May 31, 2050, upon the condition that the Tenant pays rent therefor, and otherwise performs as in this lease provided.

- 2. RENTAL.** Tenant agrees to pay to Landlord as rental for said term, as follows: One-twelfth (1/12) of annual property insurance premium per month, in advance, the first rent payment becoming due upon June 1, 2025 **and on the 1st day of each month thereafter, during the term of this lease.** This rental price is adjusted each year effective January 1 based on the insurance premium paid by the City for that year.

All sums shall be paid at the address of Landlord, as above designated, or at such other place in Iowa, or elsewhere, as the Landlord may, from time to time, designate in writing. Delinquent payments shall draw interest at 18% per annum from the due date, until paid.

2(1). "TRIPLE NET" PROVISIONAL (OPTIONAL)

INITIAL IF APPLICABLE

_____ Landlord	Tenant agrees that all duties and obligations to repair, maintain and provide utilities and services (paragraphs 6 and 7), to pay taxes and special assessments, if any, (paragraph 10) and to pay for casualty and liability insurance (paragraph 11) shall be borne solely by Tenant during the term of this lease. (If the parties select this provision, all duties and obligations set forth in paragraphs 6, 7, 10 and 11 shall be performed by the Tenant).
__X____ Tenant	

- 3. POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this lease, and shall yield possession to the Landlord at the end of the lease term, except as herein otherwise expressly provided.
-

- 4. USE OF PREMISES.** Tenant covenants and agrees during the term of this lease to use and to occupy the leased premises only for public library and related uses.
- 5. QUIET ENJOYMENT.** Landlord covenants that its estate in said premises is in fee simple and that the Tenant, if not in default, shall peaceably have, hold and enjoy the premises for the term of this lease. Landlord shall have the right to mortgage all of its right, title, interest in said premises at any time without notice, subject to this lease.
- 6. EQUIPMENT, DECORATING, REPLACEMENT, REPAIR AND MAINTENANCE.**

DEFINITIONS

"Maintain" means to clean and keep in good condition.

"Repair" means to fix and restore to good condition after damage, deterioration or partial destruction.

CONDITIONS OF PREMISES

A. Tenant takes the premises in its present condition, except for such repairs and alterations as may be expressly otherwise provided in this lease.

REPAIRS AND MAINTENANCE

B. Tenant shall replace and repair the structural parts of the building. For purposes of this lease, the structural parts of the building shall mean the foundation, exterior walls, load bearing components of interior floors and walls, the roof and all sewers, pipes, wiring and electrical fixtures outside of the structure.

C. Repair shall be performed and paid for by the parties as follows:

	<u>Performance</u>	<u>Payment</u>	
	L=LANDLORD T=TENANT	% Landlord	% Tenant
Interior walls, floors and ceilings	T		100%
Sewer, plumbing fixtures, pipes, wiring, electrical fixtures within the structure	T		100%
Heating equipment	T		100%
Air conditioning	T		100%
Plate glass (replacement)	T		100%
Sidewalks	T		100%
Parking areas	T		100%

Other common areas (strike if inapplicable)

T

100%

- D.** Any repair or maintenance not specifically provided for above shall be performed and paid for by Tenant (subject to LIMITATION, if any, regarding repairs in Paragraph C, above).
- E.** Tenant shall perform their responsibilities of repair and maintenance to the end that the premises will be kept in a safe and serviceable condition. Neither party will permit nor allow the premises to be damaged or depreciated in value by any act, omission to act, or negligence of itself, its agents or employees.

EQUIPMENT, DECORATING AND ALTERATIONS

- F.** The following items of equipment, furnishings and fixtures shall be supplied and replaced by the parties as follows:

	<u>SUPPLIED</u> L=Landlord T=Tenant	<u>REPLACED</u> L=Landlord T=Tenant
Heating equipment	T	T
Air conditioning equipment	T	T
Carpeting/floor covering	T	T
Drapes, shades, blinds	T	T

Any similar equipment, furnishings, and fixtures not specifically provided for above shall be provided and paid for by Tenant.

Any equipment, furnishings or fixtures to be supplied by Tenant shall be subject to the Landlord's prior written approval as to quality and method of installation. Tenant shall provide all trade equipment, furnishings and fixtures used in connection with the operation of its business, such as telephones, computers, desks, chairs, shelving and similar items.

- G.** Tenant shall be responsible for all interior decorating. Tenant shall make no structural alterations or improvements without the prior written consent of the Landlord.

AMERICANS WITH DISABILITIES ACT

- H.** Tenant will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality, the laws of the State of Iowa and the Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public, provided,



however, responsibility for compliance with the Americans with Disabilities Act shall be performed and paid for by the parties as follows:

	% Landlord	% Tenant
Common areas	____%	100%
Tenants area:		
Initial compliance (specify)	____%	100%
Future compliance	____%	100%

7. UTILITIES AND SERVICES. Utilities and services shall be furnished and paid for by the parties as follows:

	<u>Performance</u>	<u>Payment</u>	
	L=Landlord T=Tenant	% Landlord	% Tenant
Electricity	T	____%	100%
Gas	T	____%	100%
Water and Sewer	T	____%	100%
Garbage/Trash	T	____%	100%
Janitor/Cleaning	T	____%	100%
Common areas	T	____%	100%

8. TERMINATION, SURRENDER OF PREMISES AT END OF TERM -- REMOVAL OF FIXTURES.

A. TERMINATION. This lease shall terminate upon expiration of the original term; or if this lease expressly provides for any option to renew, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.



B. OPTION TO RENEW.

INITIAL IF APPLICABLE

_____ Starting June 1, 2050 Tenant may renew this lease for 1
Landlord additional term of 5 years by giving Landlord a written notice of
_____ intent to renew at least 365 days (no later than May 31, 2049)
Tenant prior to the expiration of the term that precedes each such
renewal term. Each renewal will be on the same terms and
condition as the original term.

C. SURRENDER. Tenant agrees that upon termination of this lease it will surrender and deliver the premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.

D. HOLDING OVER. Continued possession by Tenant, beyond the expiration of its tenancy, coupled with the receipt of the specified rental by the Landlord (and absent a written agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month-to-month extension of the lease.

E. REMOVAL OF FIXTURES. Tenant may, at the expiration of its tenancy, if Tenant is not in default, remove any fixtures or equipment which Tenant has installed in the premises, providing Tenant repairs any and all damages caused by removal.

9. ASSIGNMENT AND SUBLETTING. **There shall not be any assignment of this lease or subletting of the premises or any part thereof, without the Landlord's written permission.**

10. REAL ESTATE TAXES.

A. Presently the premises are exempt from real estate property taxes. If such taxes were to be assessed in the future then as follows: All installments of real estate taxes would become delinquent if not paid during the term of this lease, shall be paid by the parties in the following proportions:

Landlord _____% Tenant 100%

B. Any increase in such installments that exceeds the amount of the installment that would be delinquent if not paid by Tenant shall be paid as follows:

Landlord _____% Tenant 100%

C. SPECIAL ASSESSMENTS. Special assessments that would be delinquent if not paid during the term of this lease shall be timely paid by the parties in the following proportions:

Landlord _____% Tenant 100%

D. Each party reserves its right of protest of any assessment of taxes.

11. INSURANCE.

- A. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies or paragraph 12 herein, the Landlord and Tenant waive all rights of recovery against each other.
- B. **LIABILITY INSURANCE.** Tenant shall obtain commercial general liability insurance in the amounts of \$(See Addendum) each occurrence and \$(See Addendum) annual aggregate per location. Such policy shall include liability arising from premises operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the Landlord as an additional insured.
- C. **CERTIFICATES OF INSURANCE.** Prior to the time the lease takes effect the Tenant will provide the Landlord with a certificate of insurance with these property and liability insurance requirements, such certificate shall include 30 days advance notice of cancellation to the Landlord. A renewal certificate shall be provided prior to expiration of the current policies.
- D. **ACTS BY TENANT.** Tenant will not do or omit doing of any act which would invalidate any insurance, or increase the insurance rates in force on the premises.
- E. **INCREASED RISKS OR HAZARDS.** Tenant further agrees to be liable for and to promptly pay, as if current rent, any increase in insurance rates on said premises and on the building of which said premises are a part, due to increased risks or hazards resulting from Tenant's use of the premises otherwise than as herein contemplated and agreed.
- F. Landlord and Tenant shall each provide a copy of this lease to their respective insurers.

12. LIABILITY FOR DAMAGE. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. INDEMNITY. Except as provided in paragraph 21 (A) (5) and except for the negligence of Landlord, Tenant will protect, defend, hold harmless and indemnify Landlord from and against all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

14. FIRE AND CASUALTY.

- A. PARTIAL DESTRUCTION OF PREMISES.** In the event of a partial destruction or damage of the premises, which is a business interference which prevents the conducting of a normal business operation and which damage is repairable **within 120 days** after its occurrences, this lease shall not terminate but the rent for the premises shall abate during the time of such business interference. In the event of a partial destruction, Landlord shall repair such damages **within 120 days** of its occurrence unless prevented from doing so by acts of God, government regulations, or other causes beyond Landlord's reasonable control.
- B. ZONING.** Should the zoning ordinance of the municipality in which this property is located make it impossible for Landlord to repair or rebuild so that Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as provided in the next paragraph.
- C. DESTRUCTION OF BUSINESS USE.** In the event of a destruction or damage to more than 50% of the leased premises **including the parking area** (if parking area is a part of this lease) so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired **within 120 days** this lease may be terminated at the option of the Landlord. Such termination in such event shall be effected by written notice of one party to the other, **within 20 days** after such destruction. Tenant shall surrender possession **within 10 days** after such notice issues and each party shall be released from all future obligations, and Tenant shall pay rent pro rata only to the date of such destruction or said damage. In the event of such termination of this lease, Landlord at its option, may rebuild or not, at its discretion.

15. CONDEMNATION.

- A. DISPOSITION OF AWARDS.** Should the whole or any part of the premises be condemned or taken for any public or quasi-public purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.
 - B. DATE OF LEASE TERMINATION.** If the whole of the demised premises shall be condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved in paragraph 15 (a) above.
-

16. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant:

- 1) Failure to pay rent when due.
- 2) Failure to observe or perform any duties, obligations, agreements or conditions imposed on Tenant pursuant to terms of the lease.
- 3) Abandonment of the premises, "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days without pre-approval of the Landlord.
- 4) Institution of voluntary bankruptcy proceedings in which the Court orders relief against the Tenant as a debtor; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. consent to additional time shall not be unreasonably withheld by the Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following:

- 1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting.
 - 2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give the Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.
-

17. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER. If default shall be made by either party in the performance of, or compliance with, any of the terms or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 18% per annum, from date of advance.

18. SIGNS.

A. Tenant shall have the right and privilege of attaching, painting or exhibiting signs on the leased premises, provided only (1) that any sign shall comply with the ordinances of municipality in which the property is located and the laws of the State of Iowa; (2) such sign shall not change the structure of the building; (3) such sign, if and when removed, shall not damage the building; and (4) such sign shall be subject to the written approval of the Landlord, which approval shall not be unreasonably withheld.

B. Landlord during the last ninety (90) days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the premises either or both a "For Rent" or "For Sale" sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the premises.

19. MECHANIC'S LIENS. Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien on the premises, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

20. LANDLORD'S LIEN AND SECURITY INTEREST.

A. Said Landlord shall have, in addition to any lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and all substitutions thereof, kept and used on said premises by Tenant. Landlord may proceed at law or in equity with any remedy provided by law or by this lease for the recovery of rent, or for termination of this lease because of Tenant's default in its performance.

21. ENVIRONMENTAL.

A. Landlord. To the best of Landlord's knowledge to date:

- 1) Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- 2) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state and local codes, rules and regulations.
- 3) No leak, spill release, discharge, emission or disposal of toxic or hazardous substances has occurred on the premises.
- 4) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances.
- 5) Landlord shall assume liability and shall indemnify and hold Tenant harmless against all liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which condition is not a result of actions of the Tenant or which condition arises after date of execution but which is not a result of actions of the Tenant.

B. Tenant. Tenant expressly represents and agrees:

- 1) During the lease term, Tenant's use of the property will not include the use of any hazardous substance without Tenant first obtaining the written consent of Landlord. Tenant understands and agrees that Landlord's consent is at Landlord's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Landlord deems appropriate.
 - 2) During the lease term, Tenant shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Tenant, and Tenant shall give immediate notice to Landlord of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
 - 3) Tenant, at its sole cost and expense, agrees to remediate, correct or remove from the premises any contamination of the property caused by any hazardous substances which have been used or permitted by Tenant on the premises during any term of this lease. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Tenant reserves all rights allowed by law to seek indemnity or contribution from any person, other than Landlord, who is or may be liable for any such cost and expense.
-

- 4) Tenant agrees to indemnify and hold Landlord harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances, which are caused or created by Tenant on or after the date of this lease and during any term of this lease, including, but not limited to, injury or death to persons or damage to property, and including any diminution of the value of any leased premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this lease.

22. SUBSTITUTION OF EQUIPMENT, MERCHANDISE. ETC.

- A. During its tenancy, the Tenant shall have the right to sell or otherwise dispose of any personal property of the Tenant situated on the premises, when in the judgment of the Tenant it shall have become obsolete, outworn or unnecessary in connection with the operation of the business on the premises; provided, however, that the Tenant shall, in such instance (unless no substituted article or item is necessary) at its own expense, substitute for such items a new or other item in substitution thereof, in like or greater value.
- B. Nothing herein contained shall be construed as denying to Tenant the right to dispose of inventoried merchandise in the ordinary course of the Tenant's trade or business.

23. RIGHTS CUMULATIVE. The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

24. NOTICES AND DEMANDS. Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mail box.

25. PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

26. CHANGES TO BE IN WRITING. None of the covenants, provisions, terms or conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties.

27. CONSTRUCTION. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

28. CERTIFICATION. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person” or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney’s fees and costs) arising from or related to any breach of the foregoing certification.

29. ADDENDUM. See attached Addendum terms and conditions, which are additional terms to this lease.

30. ADDITIONAL PROVISIONS.

**CITY OF ELDRIDGE, IOWA,
LANDLORD**

**SCOTT COUNTY LIBRARY SYSTEM,
TENANT**

By: _____
Its Mayor

By: _____
Its President

By: _____
Its City Clerk

By: _____
Its Secretary

STATE OF IOWA, COUNTY OF SCOTT, ss.

On this _____ day of _____, 2023, before me, the Notary Public in and for the above county and state, personally appeared _____ and _____, to me personally known, who being by me sworn, did say that they are the Mayor and City Clerk, respectively, of the above municipal corporation; that no seal has been procured by the municipal corporation; that this instrument was signed on behalf of the municipal corporation by authority of its City Council; and _____ and _____, as such officers, acknowledged the execution of this instrument to be the voluntary act and deed of the municipal corporation, by it and by them voluntarily executed.

Notary Public in and for this county and state

STATE OF IOWA, COUNTY OF SCOTT, ss.

On this _____ day of _____, 2023, before me, the Notary Public in and for the above county and state, personally appeared _____ and _____, to me personally known, who being by me sworn, did say that they are the President and Secretary, respectively, of the above governmental organization; that no seal has been procured by the governmental organization; that this instrument was signed on behalf of the governmental organization by authority of its Board of Trustees; and _____ and _____, as such officers, acknowledged the execution of this instrument to be the voluntary act and deed of the governmental organization, by it and by them voluntarily executed.

Notary Public in and for this county and state

ADDENDUM TO LEASE-BUSINESS PROPERTY

The following terms and conditions are incorporated as part of the Lease-Business Property dated _____, 2023, to which this Addendum is attached:

1. Notwithstanding the provisions of termination set forth herein, this Lease-Business Property may be terminated upon the following:
 - A. Voter referendum directing or approving the withdrawal by the City of Eldridge, Iowa, from the Scott County Library System (or other lawful action effecting such withdrawal), in which case Tenant shall vacate the premises within 4 months of the date said withdrawal is directed; or
 - B. The mutual agreement of the Landlord and Tenant.
2. It is the intention of the parties hereto that Tenant shall be solely and fully responsible for all repairs, maintenance and replacement of building, its contents and grounds, all to be accomplished in a prompt and reasonable manner upon a determination by Landlord or Tenant of a defect requiring such repair, maintenance or replacement. This obligation shall include but shall not be limited to mowing grass and maintaining ground areas, and snow removal.
3. Tenant's liability insurance limits, as referenced at paragraph 11 herein (or otherwise) shall in any case equal limits established by the City of Eldridge, Iowa, for its own insurance protection. Accordingly, said limits may be adjusted periodically to reflect changes in the City of Eldridge's insurance limits. Upon receiving notice of such change in limits, Tenant shall within 15 days obtain appropriate insurance limits coverage and provide proof thereof to Landlord.
4. During the term of this Lease-Business Property and pursuant to separate written agreement, Landlord and Tenant may agree to transfer title to the real property pursuant to either (a) purchase agreement at a cash price and terms mutually agreed upon by both parties, or (b) for such other mutual non-cash consideration and terms agreed upon by both parties. Either such a transfer results in the termination of this lease.
5. In the event Tenant desires to renew or extend the term of this Lease-Business Property, notice of such intent shall be provided in writing to Landlord at Landlord's address shown on page 1 of this Lease-Business Property, not fewer than twenty-four (24) months prior to the ending date of this Lease-Business Property. In the event landlord and Tenant have not mutually agreed to such a renewal or extension, and upon all terms and conditions related thereto, prior to a point in time which is twenty-four (24) months prior to the termination of this Lease-Business Property, the Lease-Business Property shall be deemed not to be renewed and Tenant shall vacate the premises accordingly at the end of the lease term.

6. The parties hereto acknowledge compliance with any state or other laws relating to the execution of this Lease-Business Property.

**CITY OF ELDRIDGE, IOWA,
LANDLORD**

**SCOTT COUNTY LIBRARY SYSTEM,
TENANT**

By: _____
Its Mayor

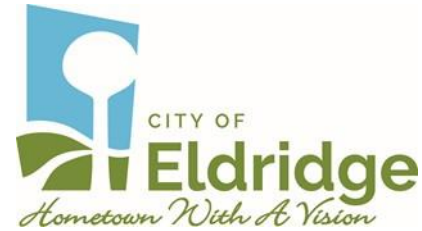
By: _____
Its President

By: _____
Its City Clerk

By: _____
Its Secretary

City of Eldridge

MEMORANDIUM



To: Mayor and Council
From: Nevada Lemke, City Administrator
Re: City Council Dates 2024
Date: 12/18/23

Mayor and Council

The following dates are being proposed for the 2024 regular City Council meetings.

*Tuesday January 2nd, 2024
*Tuesday January 16th, 2024

Monday February 5th, 2024
Monday February 19th, 2024

Monday March 4th, 2024
Monday March 18th, 2024

Monday April 1st, 2024
Monday April 15th, 2024

Monday May 6th, 2024
Monday May 20th, 2024

Monday June 3rd, 2024
Monday June 17th, 2024

Monday July 1st, 2024
Monday July 15th, 2024

Monday August 5th, 2024
Monday August 19th, 2024

*Tuesday September 3rd, 2024
Monday September 16th, 2024

Monday October 7th, 2024
Monday October 21st, 2024

Monday November 4th, 2024
Monday November 18th, 2024

Monday December 2nd, 2024
Monday December 16th, 2024

*denotes a deviation from the traditional 1st and 3rd Mondays of each month

2024

January						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

October						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

May						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

March						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
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CLOSED

UTILITY

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COUNCIL

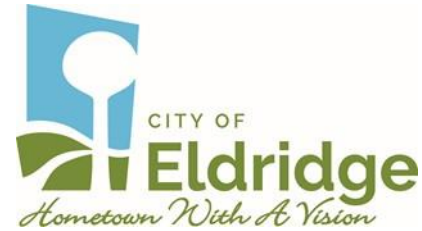
UTILITY & PARK PARK BOARD

COMM CTR

P & Z

City of Eldridge

MEMORANDIUM



To: Mayor and Council
From: City Administrator, Nevada Lemke
Re: J. Kayser Sewer Bill
Date: 12/18/2023

Mayor and City Council

Eldridge resident Jodee Kayser reached out to the City regarding his sewer bill. Sewer rates are set annually for residents based on their average water usage for the months of December, January, and February. Last February, Mr. Kayser was contacted and informed he had a water leak, which he has since fixed. However, his annual rate was set based upon usage for months when he had a water leak, which resulted in significantly increased usage, leaving him with an annual rate that was higher than it should be. He just noticed the high rate last month. His rate has been adjusted to reflect his true average usage, per City Code guidelines, but he would like to request consideration for an adjustment for his past bills – back to April 2023. After review of his past 8 months, it would appear he would get an adjustment of approximately \$2500, based on his normal usage. However, the water leak accounts for an estimate of \$1000 in additional charges that he would be expected to pay, as that water did go into the sewer drain. Ultimately, a fair adjustment after consideration of the water leak and correction of his annual sewer rate would be approximately \$1500.

Please consider approving an adjustment to Mr. Kayser's sewer bill in the amount of \$1500 to be refunded back to Mr. Kayser.

Thank You.

Mayor Frank King
Councilman Adrian Blackwell

Councilman Bruce Cheek
Councilman Daniel Collins

Councilman Bernie Peeters
Councilman Brian Dockery

The regular meeting of the Eldridge Electric and Water Utility Board was called to order at 5:00 P.M. on December 5, 2023, at Eldridge City Hall.

Board members present were Brock Kroeger, Mike Anderson, Barb O'Brien, and Jim Skadal. Paula Steward was absent. Also, present Jacob Rowe and Jody Coffman. Visitors Michael Novitzki, Lenny Larson and Ryan Iossi.

Public Comment- None

Motion by Skadal, second by Anderson to approve the agenda All ayes.

Motion by O'Brien, second by Anderson to approve the minutes from November 21, 2023. All ayes.

FINANCIAL – Motion by Kroeger to approve bills payable in the amount of \$202,451.69, second by Skadal. All ayes.

ELECTRIC – Rowe updated the Board on the PCA. If expenses hold to projections, we could have the lowest PCA in four quarters.

Department update: The crew has been doing pole change outs.

WATER- ISG Engineers attended the meeting to present their proposal for the water tower reconditioning.

Resolution 2023-07 E&W Establishing an increase in the water rates, was presented to the Board. Anderson made a motion to approve the Resolution, second by O'Brien. All ayes.

Water testing was done on November 6 & 7, at 8 locations. All passed.

Department update: We received a noncompliance from the EPA on the chlorine leak, for not contacting them in the set amount of time. We also received notification of violation from the DNR for the lost water samples at the lab. Both water operators will be taking their Grade 1 exam soon.

ADMINISTRATION-The Board considered Resolution 2023-08 E&W Approving changes to the regularly scheduled meeting dates for 2024. Skadal made a motion to approve, second by Anderson. All ayes.

There was a discussion about Rowe attending an in-person meeting with CMPAS with our legal counsel present. O'Brien made a motion to approve the expenses for the lawyer, second by Skadal. All ayes.

Department update: Rowe and other City employees will be touring other Public Works facilities with ISG.

Motion by Anderson to adjourn the meeting at 6:23 P.M., second by Skadal. All ayes.