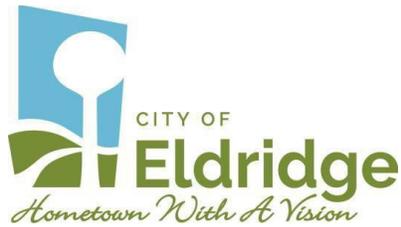


ELDRIDGE ELECTRIC AND WATER UTILITY BOARD

February 17th, 2026 – 5:00 pm
City Hall, 305 N. 3rd Street

1. Call to Order
2. Public Comment
3. Approval of Agenda
4. **Approval of Utility Board Minutes from January 27th, 2026**
5. Financial & Administrative
 - A. **Consideration to Approve Bills Payable**
 - B. Discussion on meeting dates in March
 - C. **Discussion of FY27 Budget for the Water and Electric funds**
 - D. **Discussion and consideration to approve splitting costs of installation of secure entry doors and gate at City Shop.**
 - E. Department Update
6. Electric Department
 - A. Outages
 - B. **Discussion and consideration to approve Resolution 2026-01 E&W Approving Restated and Amended CMMPA Participant Agreement**
 - C. Department Update – Collin Wilson
7. Water Department
 - A. Water Main Breaks
 - B. **Water Test Results**
 - C. **Discussion and consideration to approve maintenance and repairs for Well #4**
 - D. **Discussion and consideration to approve the generator rental quote**
 - E. **Discussion and consideration to approve adding water main work to the 25th and 26th Avenue project**
 - F. **Discussion on ROV Inspections**
 - G. **Discussion and consideration to approve KLM proposal to perform storage tank inspections at the Water Treatment Plant**
 - H. Department Update – Cegan Long
8. Adjournment

NEXT REGULAR MEETING: Tuesday, March 3rd, 2026, at 5:00 pm



ELDRIDGE ELECTRIC AND WATER UTILITY BOARD

The regular meeting of the Board of Trustees of the Eldridge Electric and Water Utility Board was called to order at 5:00pm on 1/27/2026, at Eldridge City Hall.

The board members present were Michael Bristley, Abby Petersen, Jeff Hamilton, and Mark Goodding. Rachael Padavich was Absent. Also present were- Gage Lane, Sadie Wagner, Collin Wilson, Cegan Long, and Marty O'Boyle.

Public Comment – None

Hamilton Made Motion to Approve the agenda. Second by Petersen. All Ayes. Motion Carried.

Bristley Made Motion to Approve Utility Board Minutes from January 13th, 2026. Second By Hamilton. All Ayes Motion Carried.

Financial & Administrative-

Petersen Made Motion to Approve Bills Payable in the Amount of \$81,705.12. Second By Hamilton. All Ayes. Motion Carried.

Petersen Made Motion to Approve a Return-to-Work Policy for City of Eldridge employees. Second By Goodding. All Ayes. Motion Carried.

Goodding Made Motion to Approve the City of Eldridge Personal Protective Equipment (PPE) Policy. Second By Hamilton. All Ayes. Motion Carried.

Petersen Made Motion to Approve the City of Eldridge Dress Code Policy. Second By Bristley. All Ayes. Motion Carried.

Petersen Made Motion to Approve the City of Eldridge Hold Harmless & Equipment Responsibility Agreement. Second By Goodding. All Ayes. Motion Carried.

Petersen Made Motion to Approve the City of Eldridge Donated Leave Policy. Second By Hamilton. All Ayes. Motion Carried.

Department Update- Wagner has sent out the fire protection notices and has held their budget meeting. The budget is expected to be presented at the next meeting. Bills should be sent out Friday January 30th, 26.

Electric Department-

Outages- One on January 20th, 26 at 2:00pm was back on at 2:20pm.

Department Update – Wilson said the conference that he and Stricker attended went well. While they were away, the crew was able to get some power running at Ivy Acres. budget meeting was held with Lemke, Wagner, and Northcutt. Other than that, things have been running smoothly.

Water Department

Water Main Breaks- one on January 14th, 26. Overall 9-hour repair. 10,000-gallon loss.

Water Test Results- All clear and Passed.

Goodding Made Motion to approve revised resident notice to include resident interest in water main work in Fellner's Addition With additional information added- contact, phone number, and email address.

Second By Petersen. All Ayes. Motion Carried.

Department Update – The ATS has been installed as well as The temporary generator cabinet. Well 4 has been pulled. Other than that, work consists of meter swaps.

Motion by Petersen to adjourn the meeting at 5:34 pm. Second by Goodding. All Ayes. Choose an item.

BILLS PAYABLE

CHECK #	DEPT	FUND	VENDOR	DESCRIPTION	AMOUNT
227318	ELECTRIC	630-5-820-6340	ACCESS SYSTEMS LEASING	COPIER LEASE	\$ 188.01
227319	ELECTRIC	630-5-820-6411	AHLERS & COONEY P.C.	CMPAS CONTRACT	\$ 2,294.00
227320	ELECTRIC	630-5-820-6332	ALTEC INDUSTRIES INC.	BEACON LIGHT UNIT #681	\$ 244.88
227321	WATER	600-5-810-6310	ALTORFER INC	TREATMENT PLANT GENERATOR MAINTENANCE	\$ 703.05
227322	ELECTRIC	630-5-820-6310	ALWAYS CLEAN LLC	CLEANING SERVICES	\$ 300.00
227323	ELECTRIC	630-5-820-6310	CINTAS CORPORATION	FLOOR MATS	\$ 103.90
227323	ELECTRIC	630-5-820-6310	CINTAS CORPORATION	FLOOR MATS	\$ 67.33
227324	ELECTRIC	630-5-820-6560	FLETCHER-REINHARDT CO.	INVENTORY	\$ 650.00
227324	ELECTRIC	630-5-820-6560	FLETCHER-REINHARDT CO.	INVENTORY	\$ 3,200.00
227324	ELECTRIC	630-5-820-6560	FLETCHER-REINHARDT CO.	INVENTORY	\$ 1,095.40
227324	ELECTRIC	630-5-820-6560	FLETCHER-REINHARDT CO.	INVENTORY	\$ 880.00
227325	ELECTRIC	630-5-820-6230	IA ASSN. MUNICIPAL UTIL.	SAFTEY TRAINING JAN-MARCH	\$ 2,940.32
227326	ELECTRIC	630-5-820-6310	MERSCHMAN HARDWARE	BATTERIES	\$ 39.98
227326	ELECTRIC	630-5-820-6507	MERSCHMAN HARDWARE	OPERATING SUPPLIES	\$ 18.57
227327	ELECTRIC	630-5-820-6332	NAPA AUTO PARTS	GLASS ASSEMBLY UNIT #81	\$ 21.21
227327	WATER	600-5-810-6331	NAPA AUTO PARTS	FILTERS & SPARK PLUG	\$ 42.54
227327	WATER	600-5-810-6331	NAPA AUTO PARTS	FILTERS UNIT #301	\$ 34.55
227327	WATER	600-5-810-6331	NAPA AUTO PARTS	RADIATOR UNIT #45	\$ 223.03
227328	WATER	600-5-810-6310	PLEASANT VALLEY REDI-MIX INC	N 2ND ST MAIN BREAK PATCH	\$ 547.00
227329	WATER	600-5-810-6723	QUAD CITIES WINWATER CO	N 2ND WATER MAIN BREAK MATERIALS	\$ 160.59
227329	WATER	600-5-810-6723	QUAD CITIES WINWATER CO	N 2ND ST WATER MAIN BREAK MATERIALS	\$ 802.98
227330	WATER	600-5-810-6407	SAM, LLC	BI-ANNUAL WEB MAINTENANCE	\$ 495.00
227330	ELECTRIC	630-5-820-6420	SAM, LLC	BI-ANNUAL WEB MAINTENANCE	\$ 495.00
227331	ELECTRIC	630-5-820-6457	SKARSHAUG TESTING LAB	TESTING SUPPLIES	\$ 248.52
227332	ELECTRIC	630-5-820-6512	STUART C IRBY CO	TOOLS	\$ 652.70
227332	ELECTRIC	630-5-820-6560	STUART C IRBY CO	TRANSFORMERS	\$ 3,728.95
227333	WATER	600-5-810-6310	TRI-CITY ELECTRIC COMPANY OF IOWA	OLD WATER TOWER POWER TROUBLE SHOOTING	\$ 288.00
227334	WATER	600-5-810-6560	VAN WERT INC	AMERICAN FINISHINGS HOUSE METER	\$ 1,487.10
227334	WATER	600-5-810-6506	VAN WERT INC	ERT REPLACEMENT MATERIALS	\$ 126.75
DFT0000423	ELECTRIC	630-5-820-6503	CENTRAL MUNICIPAL POWER	ENERGY SUPPLY	\$ 151,912.40
ACH	SPLIT	SPLIT	PAYROLL 01/29	PAYROLL 01/29	\$ 38,991.66
TOTAL:					\$ 212,983.42

BILLS PAYABLE

CHECK #	DEPT	FUND	VENDOR	DISCRPTION	AMOUNT
227337	ELECTRIC	630-5-820-6310	A & A AIR COND & REFRIGERATION INC	ICE MACHINE RENT	\$ 62.50
227338	ELECTRIC	630-5-820-6340	ACCESS SYSTEMS LEASING	COPIER LEASE	\$ 106.63
227339	WATER	600-5-810-6501	ACCO UNLIMITED CORP.	TREATMENT MATERIALS	\$ 454.25
227340	WATER	600-5-810-6310	ALTORFER INC	16 STREET WATER TOWER GENERATOR	\$ 2,269.78
227341	ELECTRIC	630-5-820-6310	ALWAYS CLEAN LLC	CLEANING SRVS	\$ 300.00
227342	WATER	600-5-810-6506	AMAZON CAPITAL SERVICES	PACKING STATION	\$ 18.99
227342	ELECTRIC	630-5-820-6506	AMAZON CAPITAL SERVICES	PACKING STATION	\$ 179.99
227342	ELECTRIC	630-5-820-6506	AMAZON CAPITAL SERVICES	PACKING STATION	\$ 34.19
227343	WATER	600-5-810-6506	CINTAS FIRST AID & SAFETY D89	MEDICINE CABINET	\$ 7.53
227344	ELECTRIC	630-5-820-6413	COMMUNITY ACTION OF EASTERN IOWA	PROJECT SHARE	\$ 52.50
227345	ELECTRIC	630-5-820-6414	EASTERN IOWA PUBLICATION LLC	UTILTIY PUBLISHING	\$ 194.87
227346	WATER	600-5-810-6331	EASTERN IOWA TIRE	TIRE REPLACEMENT UNIT #301	\$ 647.10
227346	WATER	600-5-810-6331	EASTERN IOWA TIRE	REPLACEMENT TIRES UNIT #302	\$ 960.00
227346	WATER	600-5-810-6331	EASTERN IOWA TIRE	TIRES UNIT #301	\$ 343.00
227347	WATER	600-5-810-6331	FOUR WINDS RECREATIONAL PRODUCTS INC	REPLACE SEAT COVERS UNIT #301	\$ 345.00
227348	WATER	600-5-810-6331	LAWSON PRODUCTS INC.	STOCK SHOP HARDWARE	\$ 395.10
227348	ELECTRIC	630-5-820-6332	LAWSON PRODUCTS INC.	STOCK SHOP HARDWARE	\$ 395.10
227349	ELECTRIC	630-5-820-6507	MENARDS	TOOLS	\$ 23.57
227349	WATER	600-5-810-6723	MENARDS	VALVE BOX MATERIALS	\$ 28.95
227349	WATER	600-5-810-6723	MENARDS	TOOLS & MATERIALS	\$ 402.74
227349	WATER	600-5-810-6723	MENARDS	SHELVING MATERIALS	\$ 45.00
227349	WATER	600-5-810-6723	MENARDS	TRUCK #301 MATERIALS	\$ 52.85
227350	WATER	600-5-810-6371	MIDAMERICAN ENERGY COMPANY	UTILITIES	\$ 68.70
227350	WATER	600-5-810-6371	MIDAMERICAN ENERGY COMPANY	UTILITIES	\$ 121.25
227350	WATER	600-5-810-6371	MIDAMERICAN ENERGY COMPANY	UTILITIES	\$ 18.39
227350	WATER	600-5-810-6371	MIDAMERICAN ENERGY COMPANY	UTILITIES	\$ 35.11
227350	WATER	600-5-810-6371	MIDAMERICAN ENERGY COMPANY	UTILITIES	\$ 572.82
227350	ELECTRIC	630-5-820-6371	MIDAMERICAN ENERGY COMPANY	UTILITIES	\$ 561.26
227351	ELECTRIC	630-5-820-6332	REXCO EQUIPMENT INC.	TOOTH BUCKET REPAIR UNIT #683	\$ 81.38
227352	WATER	600-5-810-6780	RIVER CITIES ENGINEERING, INC	MOBILE GENERATOR TRANSFER SWITCH & REPLCMNT SWITCH	\$26,708.00
227353	WATER	600-5-810-6373	SHARED IT INC	CLOUDBERRY SERVER LICENSE	\$ 22.50
227353	ELECTRIC	630-5-820-6373	SHARED IT INC	CLOUDBERRY SERVER LICENSE	\$ 22.50
227353	WATER	600-5-810-6373	SHARED IT INC	IT SERVICES	\$ 105.70
227353	ELECTRIC	630-5-820-6373	SHARED IT INC	IT SERVICES	\$ 105.70
227354	WATER	600-5-810-6373	TYLER TECHNOLOGIES	MASS METER SWAP MODULE	\$ 108.75
227354	ELECTRIC	630-5-820-6319	TYLER TECHNOLOGIES	MASS METER SWAP MODULE	\$ 108.75
227354	ELECTRIC	630-5-820-6319	TYLER TECHNOLOGIES	METER READING	\$ 145.00
227355	WATER	600-5-810-6560	VAN WERT INC	WATER METERS, GASKETS & RADIOS	\$15,832.00
227356	WATER	600-5-810-6411	WRIGHT LAW OFFICE, P.C.	NEGOTIATIONS-ROWE TRIAL	\$ 650.00
227356	ELECTRIC	630-5-820-6411	WRIGHT LAW OFFICE, P.C.	NEGOTIATIONS-ROWE TRIAL	\$ 3,150.00
DFT0000447	ELECTRIC	630-5-820-6417	IOWA DEPARTMENT OF REVENUE	2025 STATEWIDE PROPERTY TAX	\$ 374.00
ACH	SPLIT	SPLIT	PAYROLL 2/12	PAYROLL 2/12	\$41,300.68
TOTAL:					\$97,412.13

	2022-23 ACTUAL	2023-24 ACTUAL	2024-25 ACTUAL	2025-26 BUDGET	2025-26 ESTIMATED	2026-27 REQUESTED	BUDGET NOTES
630-ELECTRIC							
BEGINNING BALANCE ELECTRIC FUND RESERVES			\$6,627,773	\$7,660,811		\$8,233,908	
LESS AMT NEEDED TO BALANCE BUDGET				\$0			
BALANCE SEWER ELECTRIC FUND RESERVES			\$7,660,811				
630-ELECTRIC REVENUES							
630-4-820-4-4200 LOAN PAYMENTS							
630-4-820-4-4201 LOAN REPAYMENTS							
630-4-820-2-4300 INVESTMENT INTEREST	\$111,903	\$217,668	\$369,346	\$200,000	\$316,980	\$400,000	
630-4-820-1-4501 MANUAL SALES			\$2,754	\$0		\$0	
630-4-820-1-4504 ELECTRIC SALES TO WATER		\$0	\$39,720	\$39,083	\$39,402	\$43,000	Intergovernmental
630-4-820-1-4506 TRANSMISSION SALES	\$110,204	\$111,961	\$113,097	\$113,580	\$113,592	\$113,681	Cedar Falls
630-4-820-1-4507 RETAIL SALES	\$3,146,257	\$3,263,759	\$3,367,487	\$3,229,098	\$3,736,092	\$3,500,000	
630-4-820-1-4502 MISO WS4 LOUISA SALES	\$1,898,507	\$889,125	\$1,129,051	\$1,214,854	\$1,684,735	\$1,200,000	
630-4-820-1-4503 SOLAR CUSTOMERS	\$2,457	\$2,067		\$2,234	\$2,640	\$2,500	Solar
630-4-820-1-4508 SALES TO CITY	\$65,824	\$58,329	\$22,659	\$22,519	\$23,300	\$24,000	Intergovernmental
630-4-820-1-4509 POWER COST ADJUSTMENT	\$1,172,635	\$375,567	\$396,273	\$264,531	\$718,000	\$500,000	next 3 months credit - potentially next 6 months
630-4-820-1-4510 POLE RENTAL	\$4,106	\$2,415	\$0	\$2,400	\$4,806	\$2,673	Mediacom in past - 1690.50 - Windstream - 57 poles at 12.50 = 712.50 - \$2403
630-4-820-1-4511 ELECTRIC SALES STREET LIGHT	\$43,037	\$41,709	\$36,365	\$45,000	\$44,412	\$47,607	
630-4-820-1-4540 CONNECTION FEES	\$7,000	\$10,750	\$12,250	\$7,500	\$22,715	\$20,000	NEW BUILD PERMITS/CONNECTION FEES
630-4-820-1-4542 RE-CONNECTION FEES	\$3,302	\$2,391	\$2,595	\$2,200	\$2,575	\$3,000	DIS- AND RE-CONNECT FEES (NONPAYMENT)
630-4-820-1-4752 SALE OF SUPPLIES		\$6,000	\$1,375	\$0	\$705	\$0	
630-4-820-2-4710 REIMBURSEMENT-GENERAL	\$31,104	\$91,209	\$39,912	\$10,000	\$9,260	\$15,000	Bill Back to Developers/Contractors
630-4-820-4-4820 G.O. BOND PROCEEDS				\$0	\$0	\$0	
630-4-820-4-4830 TRANSFERS IN				\$0	\$0	\$0	
630-4-820-4-4900 SALES TAX - MANUAL	\$1,125	\$2,589		\$0	\$0	\$0	
630-4-820-4-4901 SALES TAX	\$96,930	\$78,915	\$80,176	\$79,385	\$110,181	\$80,000	
630-4-820-4-4925 COLLECTIONS				\$0	\$0	\$0	
630-4-820-4-4999 MISCELLANEOUS	\$33,510	\$2,390	-\$2,779	\$0	\$0	\$0	
630-4-820-6-150 BENEFIT EXP	(\$3,561)			\$0	\$0	\$0	
630-ELECTRIC REVENUES	\$6,724,341	\$5,156,844	\$5,610,283	\$5,232,384	\$6,829,395	\$5,951,461	

630-ELECTRIC EXPENDITURES							
630-5-820-6010 WAGES REGULAR	\$434,258	\$387,287	\$390,436	\$519,986	\$508,536	\$535,586	Includes 2nd Journeyman - Devin will step up -3% - Collin Inrease
630-5-820-6015 UTILITY BOARD SALARY	\$3,300	\$3,240	\$3,390	\$3,600	\$3,240	\$3,600	
630-5-820-6020 WAGES-PARTTIME	\$274	\$1,514	-\$1,283	\$0	\$0	\$0	
630-5-820-6040 WAGES-OVERTIME	\$9,462	\$7,092	\$2,081	\$8,000	\$5,245	\$8,000	
630-5-820-6041 COMPENSATED ABSENCE ADJ			\$45,602				
630-5-820-6110 FICA	\$35,111	\$32,711	\$28,870	\$40,391	\$39,555	\$41,860	
630-5-820-6130 IPERS	\$42,007	\$37,686	\$36,586	\$49,842	\$48,501	\$51,315	
630-5-820-6150 GROUP INSURANCE	\$58,856	\$57,489	\$27,142	\$59,890	\$31,240	\$33,575	
630-5-820-6160 WORKMEN'S COMP INSURANCE	\$8,944	\$9,578	\$7,067	\$8,500	\$6,570	\$7,250	
630-5-820-6181 CLOTHING ALLOWANCE	\$3,184	\$3,186	\$2,740	\$6,000	\$5,675	\$1,650	
630-5-820-6182 PPE						\$5,000	New Line for PPE
630-5-820-6230 TRAINING	\$4,915	\$1,844	\$8,373	\$20,000	\$11,220	\$30,000	IAMU; SCHOOLS/CONFERENCES; SGEI - \$12,114/YR
630-5-820-6240 TRAVEL AND CONFERENCES	\$4,869	\$2,479	\$6,207	\$0	\$2,645	\$0	
630-5-820-6310 B & G MATERIAL	\$7,359	\$7,266	\$11,701	\$10,000	\$7,170	\$10,000	
630-5-820-6319 COMPUTER MAINTENANCE	\$18,379	\$26,559	\$28,695	\$55,000	\$3,175	\$30,000	Civic Plus, Shared IT, DeNovo
630-5-820-6331 VEHICLE OPERATION	\$14,769	\$7,764	\$5,025	\$11,000	\$5,330	\$8,000	Fuel - Agvantage & Wex; GPS/Telematics (\$718)
630-5-820-6332 VEHICLE MAINTENANCE	\$11,539	\$9,626	\$6,657	\$10,000	\$4,215	\$10,000	
630-5-820-6340 OFFICE EQUIPMENT MAINTENANCE	-\$960	\$3,426	\$3,776	\$4,000	\$2,685	\$3,547	Access - Copier lease New lease amounts 188.01 & 107.57
630-5-820-6360 TO EQUIP REPLACEMENT	\$85,000	\$0	\$83	\$50,000	\$50,000	\$50,000	635-4-820-4-4830 to equipment replacement
630-5-820-6371 UTILITIES	\$2,857	\$1,512	\$1,725	\$3,000	\$1,240	\$2,000	winter months 24/25 - intergovernmental transfer \$16.65
630-5-820-6373 TELEPHONE & INTERNET	\$10,577	\$10,259	\$10,303	\$14,000	\$10,750	\$11,000	Precision Concepts, Central Scott, Verizon -
630-5-820-6401 AUDIT	\$23,103	\$21,759	\$17,913	\$25,000	\$22,109	\$25,000	
630-5-820-6402 BANK FEES	\$37,658	\$38,261	\$45,220	\$42,000	\$39,855	\$60,000	tyler/payment tech trans fees & First Central online payment fees
630-5-820-6404 BAD DEBTS	-\$36,188	\$6,615	\$2,120	\$0	\$0	\$0	
630-5-820-6407 GENERAL ENGINEERING		\$3,600	\$20,367	\$30,000	\$15,000	\$30,000	Stanley
630-5-820-6408 GENERAL INSURANCE	\$48,163	\$60,646	\$66,452	\$63,750	\$72,045	\$79,250	CWG (Electric 75% of Utility Portion) Budget 10% Increase
630-5-820-6409 LAUNDRY		\$0		\$0	\$0	\$0	
630-5-820-6411 LEGAL SERVICES-GENERAL		\$6,858	\$9,523	\$15,000	\$24,350	\$15,000	
630-5-820-6412 EMPLOYEE MEDICAL REIMB		\$0		\$0	\$0	\$0	
630-5-820-6413 PROJECT SHARE REMITTANCE	\$768	\$520	\$841	\$1,000	\$455	\$500	
630-5-820-64132 TO CITY	\$90,000	\$90,000	\$90,000	\$0	\$0	\$0	
630-5-820-6414 PUBLISHING	\$3,087	\$2,620	\$6,153	\$7,000	\$3,825	\$7,000	
630-5-820-6416 DUES & ASSESSMENTS	\$3,985	\$5,555	\$5,877	\$21,500	\$7,050	\$10,000	NERC, IUC, IAMU
630-5-820-6418 SALES TAX	\$97,055	\$86,824	\$79,640	\$81,960	\$110,181	\$80,000	
630-5-820-6419 PROPERTY TAXES	\$48,419	\$44,003	\$47,273	\$50,000	\$44,945	\$50,000	CIPCO, Harlan, Waverly - Coded to computer services wrong gl number in book
630-5-820-6419 COMPUTER SERVICES	\$4,910	\$0	\$398	\$0	\$0	\$500	Adobe, Grammarly
630-5-820-6420 MAPPING	\$1,160	\$1,015	\$1,115	\$1,500	\$980	\$1,500	SAM-GIS
630-5-820-6440 RENTS & PERMITS		\$0		\$0	\$0	\$0	
630-5-820-644011.A.M.U	\$13,765	\$12,898	\$14,117	\$0	\$3,115	\$0	Transfer to Training - 6230
630-5-820-64402UTIL BOARD (ICC) ASSESSMENT	-\$911	\$1,607	\$0	\$0	\$0	\$0	
630-5-820-6450 OTHER CONTRACTED SERVICES	\$32,214	\$27,530	\$29,596	\$75,000	\$67,080	\$95,680	TREE TRIMMING - truck inspections, Iowa One Call, QC TAS. (Advantage Quote 46,482) Bortec, Daupler \$30,000
630-5-820-6456 TREE TRIMMING	\$8,301	\$28,793	\$0	\$0	\$0	\$0	
630-5-820-6457 SAFETY TESTING	\$6,090	\$6,530	\$9,476	\$15,000	\$11,930	\$20,000	P.C.B
630-5-820-6458 P.C.B.		\$0	\$0	\$0	\$0	\$0	
630-5-820-6470 INT ON DEP				\$0	\$0	\$0	
630-5-820-6491 PUBLIC RELATIONS	\$3,432	\$2,280	\$2,675	\$5,000	\$1,540	\$3,000	rebates
630-5-820-6501 LGS - LOUISA	\$883,000	\$528,000	\$537,000	\$538,000	\$730,290	\$650,000	
630-5-820-5071 WS4	\$520,000	\$650,000	\$757,130	\$495,000	\$557,145	\$750,000	
630-5-820-5072 CMPAS	\$2,706,019	\$1,603,512	\$1,846,837	\$1,624,798	\$2,893,740	\$2,100,000	MISO Cash Deposit = \$240,000 CMPAS cash deposit \$360,193
630-5-820-6504 SHOP EQUIPMENT	\$212	\$644	\$226	\$1,000	\$250	\$1,000	
630-5-820-6506 OFFICE& COMPUTER SUPPLIES	\$4,192	\$1,228	\$10,398	\$3,000	\$6,396	\$5,000	combined with 65061 (Computer Supplies)
630-5-820-65061COMPUTER SUPPLIES	\$5,563	\$85	\$636	\$0	\$0	\$0	
630-5-820-6507 OPERATING SUPPLIES & MATERIAL	\$16,404	\$31,421	\$5,583	\$30,000	\$35,270	\$30,000	
630-5-820-6508 POSTAGE	\$18,220	\$16,545	\$16,970	\$20,000	\$28,710	\$20,000	
630-5-820-6511 RENTAL EQUIPMENT		\$0		\$0	\$0	\$0	
630-5-820-6512 TOOLS	\$9,822	\$1,834	\$392	\$5,000	\$4,785	\$5,000	
630-5-820-6560 INTO INVENTORY	\$159,924	\$40,976	\$41,746	\$100,000	\$72,165	\$115,000	PLANNED/FUTURE Developments
630-5-820-6561 INVENTORY ADJUSTMENTS	-\$146,401	\$23,191	-\$34,806	\$0	\$0	\$0	
630-5-820-6600 REFUNDS				\$0	\$0	\$0	
630-5-820-6601 MISC. ADMINISTRATION	-\$4,280	\$3,821	-\$435	\$5,000	\$0	\$1,000	MRA & ADP
630-5-820-6605 CONTINGENCIES		\$2,150	\$47,158	\$471,317	\$263,000	\$144,648	\$360,193 CMPAS Cash Deposit; IPPA Addtl project funding (\$20K)
630-5-820-6710 AUTOMOTIVE ITEMS		\$0		\$0	\$0	\$0	
630-5-820-6725 OFFICE EQUIPMENT		\$0		\$0	\$0	\$0	

630-5-820-6727 METER READER EQUIP	\$191	\$0	\$2,294	\$27,350	\$25,155	\$15,000	(Estimated - AMR Software \$7,797.50) - Requested Annual VanWert Temetra - \$6603.36
630-5-820-6728 OTHER EQUIPMENT		\$0		\$0	\$0	\$0	
630-5-820-6730 LAND/OTHER CAPITAL		\$0		\$0	\$0	\$0	
630-5-820-6750 EQUIPMENT RESERVE		\$0		\$0	\$0	\$0	
630-5-820-6752 MINOR PROJECTS		\$0		\$0	\$0	\$0	
630-5-820-6781 CAPITAL PROJECT/CC		\$0		\$0	\$0	\$0	
630-5-820-6781 CAPITAL PROJECTS	\$66,331	\$192,258		\$200,000	\$62,940	\$390,000	AMI Tantalus
630-5-820-6799 OTHER CAPITAL		\$0		\$0	\$0	\$0	
630-5-820-6801 BOND PRINCIPAL		\$0		\$0	\$0	\$0	
630-5-820-68251 COMPUTER PURCHASE		\$0		\$0	\$0	\$0	
630-5-820-6853 INTEREST		\$0		\$0	\$0	\$0	
630-5-810-7000 DEPRECIATION EXP	\$2,252	\$0	\$19	\$0	\$0	\$0	
630-5-815-6130 PENSION EXP	\$92,396	-\$47,394	-\$36,183	\$0	\$0	\$0	
630-5-820-6912 TO INSURANCE SELF-FUNDING	\$15,000	\$30,000	\$30,000	\$15,000	\$15,000	\$15,000	821-4-690-4-4830 to insurance self fund
630-5-820-6917 TRANSFERS OUT		\$0		\$90,000	\$90,000	\$90,000	001-4-820-2-4502 to general fund
630-5-820-6920 TO OTHER FUNDS		\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	636-4-820-4-4830 to electric projects
630-ELECTRIC EXPENDITURES	\$5,488,555	\$4,436,703	\$4,598,896	\$5,232,384	\$6,256,298	\$5,951,461	

635-ELECTRIC DEPRECIATION

BEGINNING BALANCE ELECTRIC DEPRECIATION FUND RESERVES			\$758,772	\$703,802		\$713,802	
LESS AMT NEEDED TO BALANCE BUDGET				\$0			
BALANCE SEWER ELECTRIC DEPRECIATION FUND RESERVES			\$703,802	\$703,802			

635-ELECTRIC DEPRECIATION REVENUES							
635-4-820-4-4810 SALE OF EQUIPMENT							
635-4-820-4-4830 TRANSFERS IN	\$85,000	\$0	\$0	\$50,000	\$50,000		630-5-820-6360 from electric expense
635-ELECTRIC DEPRECIATION REVENUES	\$85,000	\$0	\$0	\$50,000	\$50,000		

635-ELECTRIC DEPRECIATION EXPENDITURES							
635-5-820-6360 TO EQUIP REPLACEMENT							
635-5-820-6710 AUTOMOTIVE ITEMS			\$54,920	\$50,000	\$40,000		DITCH WITCH - FY25
635-5-820-6727 OTHER EQUIPMENT	\$30,950			\$0			
635-5-820-68251 COMPUTER PURCHASE							
635-5-820-6920 TO OTHER FUNDS							
635-ELECTRIC DEPRECIATION EXPENDITURES	\$30,950	\$0	\$54,920	\$50,000	\$40,000		

636-ELECTRIC PROJECTS

BEGINNING BALANCE			\$909,717	\$1,209,717		\$1,509,717	
CASH RESERVES			\$0	\$0			
AMOUNT TO BE ALLOCATED IN FISCAL YEAR		\$909,717	\$1,209,717	\$1,509,717		\$1,809,717	

636-ELECTRIC PROJECTS REVENUES							
636-4-820-4-4820 G.O. BOND PROCEEDS							
636-4-820-4-4830 TRANSFERS IN		\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	630-5-820-6920 from electric expense
636-ELECTRIC PROJECTS REVENUES	\$0	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	

636-ELECTRIC PROJECTS EXPENDITURES							
636-5-820-6781 CAPITAL PROJECT/CC							
636-5-820-6782 CAPITAL LOUISA							
636-5-820-6783 CAPITAL - CB4							
636-5-820-6799 OTHER CAPITAL		\$0	\$0	\$300,000	\$0	\$300,000	
636-5-820-6920 TO OTHER FUNDS							
636-ELECTRIC PROJECTS EXPENDITURES	\$0	\$0	\$0	\$300,000	\$0	\$300,000	

637-RENEWABLE ENERGY FUND

BEGINNING BALANCE RENEWABLE ENERGY FUND RESERVES			\$1,832	\$1,832		\$1,832	
LESS AMT NEEDED TO BALANCE BUDGET			\$0	\$0		\$0	
BALANCE RENEWABLE ENERGY FUND RESERVES		\$1,832	\$1,832	\$1,832		\$1,832	

637-RENEWABLE ENERGY FUND REVENUES							
637-4-820-2-4705 DONATIONS	\$35	\$0	\$0	\$0	\$0	\$0	
637-RENEWABLE ENERGY FUND REVENUES	\$35	\$0	\$0	\$0	\$0	\$0	

637-RENEWABLE ENERGY FUND EXPENDITURES							
637-5-820-6799 OTHER CAPITAL	\$0		\$0	\$0	\$0	\$0	
637-RENEWABLE ENERGY FUND EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0	

TOTAL ELECTRIC REVENUE	\$6,809,376	\$5,456,844	\$5,910,283	\$5,582,384	\$7,179,395	\$6,251,461	
TOTAL ELECTRIC EXPENSE	\$5,519,505	\$4,436,703	\$4,653,816	\$5,582,384	\$6,296,298	\$6,251,461	

	2022-23 ACTUAL	2023-24 ACTUAL	2024-25 ACTUAL	2025-26 BUDGET	2025-26 ESTIMATED	2026-27 REQUESTED	BUDGET NOTES
600-WATER							
BEGINNING BALANCE WATER FUND RESERVES			\$1,507,892	\$1,292,975		\$1,472,146	
LESS AMT NEEDED TO BALANCE BUDGET							
BALANCE WATER FUND RESERVES			\$1,292,975				

600-WATER REVENUES							
600-4-810-2-4300 INVESTMENT INTEREST	\$12,434	\$24,185	\$40,234	\$23,165	\$25,150	\$24,000	
600-4-810-1-4501 MANUAL SALES	\$11,227	\$12,469	\$9,371	\$12,000	\$11,600	\$11,000	
600-4-810-1-4502 FROM ELECTRIC DEPARTMENT	\$68	\$0	\$12	\$0	\$0	\$0	
600-4-810-1-4507 SALES	\$881,821	\$937,257	\$996,196	\$1,075,000	\$1,073,020	\$1,134,715	5.75% Water Rate Increase effect 8/1/26
600-4-810-1-4508 SALES TO CITY	\$4,481	\$5,696	\$8,168	\$5,500	\$5,500	\$5,500	
600-4-810-1-4540 CONNECTION FEES	\$12,328	\$18,710	\$14,881	\$13,443	\$35,000	\$17,000	
600-4-810-1-4541 SPECIAL FEES		\$0	\$0	\$0	\$0	\$0	
600-4-810-1-4550 SPRINKLER/FIRE PROTECTION	\$15,630	\$12,235	\$1,620	\$13,000	\$25,500	\$15,000	
600-4-810-1-4752 SALE OF SUPPLIES		\$0	\$1,375	\$0	\$300	\$0	
600-4-810-2-4710 REIMBURSEMENT	\$2,782	\$8,013	\$0	\$0	\$1,115	\$0	
600-4-810-2-4725 SALES/TAX REFD/REIMBURSEMTN		\$333	\$10,807	\$0	\$0	\$0	
600-4-810-4-4820 G.O. BOND PROCEEDS		\$0	\$49	\$0	\$0	\$0	
600-4-810-4-4830 TRANSFERS IN		\$0	\$0	\$0	\$0	\$0	
600-4-810-4832 NON OPERATNG TRANSFER		\$0	\$0	\$0	\$0	\$0	
600-4-810-4-4900 SALES TAX - MANUAL	\$300	\$57	\$0	\$0	\$0	\$0	
600-4-810-4-4901 SALES TAX	\$20	\$2	\$7	\$0	\$445	\$0	
600-4-810-4-4902 WATER EXCISE TAX	\$47,851	\$54,323	\$57,030	\$50,687	\$62,045	\$53,975	
600-4-810-4-4925 COLLECTIONS		\$0		\$0	\$0	\$0	
600-4-810-4-4999 TOWER RENTAL	\$24,861	\$36,302	\$26,414	\$23,000	\$30,475	\$29,500	
600-WATER REVENUES	\$1,013,803	\$1,109,582	\$1,166,162	\$1,215,795	\$1,270,150	\$1,290,690	

600-WATER EXPENDITURES								
600-5-810-6010 WAGES REGULAR	\$153,564	\$219,954	\$225,146	\$301,025	\$282,300	\$325,000	Super; Adm Mng; 2 WTP Op; 2 UB Clerk; 25% Mechanic (3% Increase)	
600-5-810-6020 WAGES PART TIME	\$13,607	\$13,010	\$9,568	\$7,000	\$3,478	\$3,000	Possible 1 PTE	
600-5-810-6040 WAGES OVERTIME	\$20,041	\$13,770	\$5,289	\$11,000	\$8,875	\$11,000		
600-5-810-6041 COMPENSATED ABSENCE ADJ			\$23,145	\$0	\$0	\$0		
600-5-810-6110 FICA	\$18,838	\$18,224	\$17,641	\$24,410	\$22,550	\$25,935	7.65% Wages	
600-5-810-6130 IPERS	\$70,250	\$13,301	\$7,191	\$30,120	\$27,500	\$31,720	9.44% Wages	
600-5-810-6150 GROUP INSURANCE	\$22,922	\$28,867	\$35,995	\$43,000	\$38,460	\$40,665	Add'l Staff	
600-5-810-6160 WORKMEN'S COMP INSURANCE	\$3,094	\$3,193	\$2,486	\$2,800	\$2,115	\$2,330	CWG (Water 25% of Utility W/C Bill) Budget 10% Increase	
600-5-810-6181 PPE & CLOTH ALLOW	\$830	\$1,699	\$3,106	\$4,000	\$3,500	\$2,500	PPE & Cloth Allow (Add'l Staff)	
600-5-810-6213 DUES AND LICENSES	\$11,270	\$11,602	\$10,785	\$12,000	\$8,900	\$12,000	SGEI \$7,000/YR	
600-5-810-6230 SCHOOLS & CONFERENCES	\$2,721	\$2,121	\$4,980	\$6,000	\$4,000	\$5,000	CDLs included	
600-5-810-6240 TRAVEL AND CONFERENCES	\$2,310	\$1,080	\$1,935	\$0	\$225	\$0		
600-5-810-6310 PLANT & SYSTEM MAINTENANCE	\$35,705	\$77,733	\$56,832	\$75,000	\$47,255	\$80,000	River Cities Generator transfer switch, LMI Well Soft Starts, Petersen Plumbing HVAC	
600-5-810-6311 WATER PLANT MAINTENANCE	\$14,717	\$17,414	\$37,962	\$40,000	\$64,175	\$40,000	Replacement cost for Chlorine Scales & Controllers \$7,638	
600-5-810-6331 VEHICLE O&M	\$7,447	\$5,903	\$4,630	\$10,000	\$5,700	\$10,000	GPS/Telematics (\$1,0077)	
600-5-810-6332 VEHICLE MAINTENANCE	\$2,009	\$4,604	\$1,365	\$0	\$2,144	\$0		
600-5-810-6350 EQUIPMENT REPAIR		\$0		\$0	\$0	\$0		
600-5-810-63501 SYSTEM REPAIR		\$0	\$10,239	\$0	\$0	\$0		
600-5-810-6360 TO EQUIP REPLACEMENT		\$0		\$0	\$0	\$0		
600-5-810-6371 INTERGOV/UTILITIES	\$62,988	\$60,905	\$61,340	\$65,000	\$62,302	\$70,000		
600-5-810-63711 OPERATING SUPPLIES & MATERIAL	\$44,149	\$50,335	\$49,596	\$0	\$0	\$0		
600-5-810-6373 PHONE & IT	\$6,189	\$11,808	\$11,573	\$12,000	\$17,700	\$22,000	CST; VERIZON; SHARED IT; TAS; Prec Concepts; CIVIC PLUS; Samsara; Itron, de Novo	
600-5-810-6401 AUDIT		\$1,612	\$2,706	\$5,000	\$2,000	\$5,000		
600-5-810-6404 BAD DEBTS	(\$12,863)	\$1,603	\$4,337	\$0	\$0	\$0		
600-5-810-6407 ENGINEERING & MAPPING	\$19,721	\$24,108	\$40,800	\$28,000	\$8,570	\$25,000	ROV Inspections	
600-5-810-6408 GENERAL INSURANCE	\$16,712	\$20,781	\$22,740	\$22,000	\$24,015	\$20,000		
600-5-810-6411 LEGAL SERVICES-GENERAL		\$1,120	\$17,197	\$7,000	\$5,615	\$8,000		
600-5-810-6412 EMP MEDICAL REIMBURSEMENT		\$0		\$0	\$0	\$0		
600-5-810-6414 PUBLISHING	\$167	\$900	\$0	\$500	\$0	\$500		
600-5-810-6418 WATER EXCISE TAX	\$45,289	\$57,332	\$56,089	\$50,687	\$62,045	\$55,000		
600-5-810-6420 MAPPING	\$1,160	\$1,015	\$1,115	\$0	\$0	\$0		
600-5-810-6440 RENTS & PERMITS	\$0	\$0	\$0	\$0	\$0	\$0		
600-5-810-6451 WATER TESTING	\$6,002	\$11,561	\$5,890	\$10,000	\$3,595	\$8,000	Wells 3&4 PFAS \$1,500 each; Bac-T's	
600-5-810-6452 TOWER PAINTING		\$0		\$0	\$0	\$0		
600-5-810-6453 TANK INTERIOR MAINTENANCE		\$3,400	\$0	\$0	\$0	\$0		
600-5-810-6501 TREATMENT/LAB EQUIP & MATERIALS	\$33,606	\$37,074	\$37,360	\$60,000	\$67,650	\$60,000		
600-5-810-6506 OFFICE SUPPLIES	\$522	\$1,438	\$3,833	\$2,000	\$1,280	\$2,000		
600-5-810-6508 POSTAGE	\$406	\$362	\$367	\$1,000	\$350	\$1,000		
600-5-810-6520 OTHER CONTRACTED SERVICE	\$26,044	\$18,981	\$766	\$0	\$5	\$0		
600-5-810-6560 METERS & INVENTORY	\$13,052	\$24,710	\$28,970	\$25,000	\$68,700	\$40,000	Meter, Meter Gaskets; & Radio Order	
600-5-810-6601 MISC ADMINISTRATION			\$0	\$4,000	\$1,350	\$5,000	DSI Pre-Employ/BSI/Random Testing; Admin Expenses, Y at Work	
600-5-810-6605 CONTINGENCIES		\$0	\$0	\$83,254	\$37,575	\$51,040	Wish List Items	
600-5-810-6705 TEST EQUIPMENT		\$1,428	\$6,489	\$0	\$0	\$0		
600-5-810-6723 OPERATIONS EQUIP & MATERIALS	\$24	\$0	\$7,071	\$80,000	\$42,700	\$75,000	Salamander Heater & 480V Plug	
600-5-810-6730 LAND/OTHER CAPITAL		\$0		\$0	\$0	\$0		
600-5-810-6752 MINOR PROJECTS	\$41,768	\$20,200	\$70,243	\$50,000	\$50,000	\$50,000	Minor Capital Projects	
600-5-810-6765 MINOR PROJECTS	\$20,192	\$19,242	\$0	\$0	\$0	\$0		
600-5-810-6780 MAJOR PROJECTS	\$95,282	\$44,337	\$49,791	\$130,499	\$100,850	\$150,000		
600-5-810-6912 TO INSURANCE SELF-FUNDING	\$5,000	\$10,000	\$10,000	\$0	\$0	\$0	821-4-690-4-4830 to insurance self funding	
600-5-810-6917 TRANSFERS TO OTHER FUNDS	\$300,000	\$300,000	\$400,000	\$0	\$0	\$40,000	604-4-810-4-4830 to water projects	
600-5-810-6920 TO CITY	\$13,500	\$14,830	\$13,500	\$13,500	\$13,500	\$14,000	001-4-810-2-4713 to general fund	
600-WATER EXPENDITURES	\$1,118,237	\$1,171,557	\$1,360,067	\$1,215,795	\$1,090,979	\$1,290,690		

603-WATER DEPRECIATION

BEGINNING BALANCE WATER DEPRECIATION FUND RESERVES			\$453,848	\$442,447		\$442,447	
LESS AMT NEEDED TO BALANCE BUDGET							
BALANCE WATER DEPRECIATION FUND RESERVES			\$442,447				

603-WATER DEPRECIATION REVENUES							
603-4-810-4-4810 SALE OF EQUIPMENT							
603-4-810-4-4830 TRANSFERS IN			\$0	\$0	\$0	\$0	600-5-810-6360 from water expenditures
603-WATER DEPRECIATION REVENUES	\$0	\$0	\$0	\$0	\$0	\$0	

603-WATER DEPRECIATION EXPENDITURES							
603-5-810-6360 TO EQUIP REPLACEMENT							
603-5-810-6705 TEST EQUIPMENT							
603-5-810-6710 AUTOMOTIVE ITEMS							
603-5-810-6727 OTHER EQUIPMENT		\$43,189	\$11,402	\$0	\$0	\$0	
603-WATER DEPRECIATION EXPENDITURES	\$0	\$43,189	\$11,402	\$0	\$0	\$0	

604-WATER PROJECTS

BEGINNING BALANCE WATER PROJECTS FUND RESERVES			\$709,007	\$1,093,323		\$500,619	
LESS AMT NEEDED TO BALANCE BUDGET				\$1,000,000	\$592,704	\$235,000	
BALANCE WATER PROJECTS FUND RESERVES			\$1,093,323	\$93,323		\$265,619	

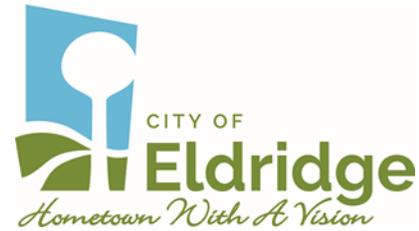
604-WATER PROJECTS REVENUES							
604-4-810-3-4715 REFUNDS					\$85,000	\$0	
604-4-810-4-4830 TRANSFERS IN	\$300,000	\$300,000	\$400,000	\$0	\$0	\$40,000	600-5-810-6917 from water expenditures
604-WATER PROJECTS REVENUES	\$300,000	\$300,000	\$400,000	\$1,000,000	\$677,704	\$275,000	

604-WATER PROJECTS EXPENDITURES							
604-5-810-6407 ENGINEERING			\$60,788	\$100,000	\$54,550	\$25,000	
604-5-810-6730 LAND/OTHER CAPITAL							
604-5-810-6750 CAPITAL PROJECTS			\$9,500	\$900,000	\$623,154	\$250,000	Aerator; Clearwell
604-5-810-6780 CAPITAL - SYSTEM	\$397,294	\$0	\$0				
604-WATER PROJECTS EXPENDITURES	\$397,294	\$0	\$70,288	\$1,000,000	\$677,704	\$275,000	

TOTAL WATER REVENUE	\$1,313,803	\$1,409,582	\$1,566,162	\$2,215,795	\$1,947,854	\$1,565,690	
TOTAL WATER EXPENSE	\$1,515,531	\$1,214,746	\$1,441,757	\$2,215,795	\$1,768,683	\$1,565,690	

City of Eldridge

MEMORANDIUM



To: Nevada Lemke, City Administrator
From: Tony Rupe, Public Works Director
Re: City gate conversion to key fob
Date: 1/2/26

Nevada

I have received the requested information regarding the estimated costs to convert the City's access gates to key fob control. The City has three primary access gates, summarized below:

1. City Shop – Main Gate: Manually operated swinging gates secured with a padlock
2. City Shop – Back Gate: Sliding roller gate with an automatic operator
3. Wastewater Entrance Gate: Sliding roller gate with an automatic operator

Both the City Shop back gate and the Wastewater entrance gate are capable of being converted to key fob access. The City Shop main gate, however, would need to be replaced with a sliding roller gate and equipped with an automatic operator before key fob access could be implemented.

City Shop Main Gate Replacement

I received two quotes for replacing the existing swinging gates with a sliding roller gate and a LiftMaster INSL24UL commercial slide gate operator:

1. Sampson Fence: \$11,925.00
2. Lovewell Fence: \$17,000.00

Key Fob Access Conversion

The following estimates were provided by Precision Concepts for converting automatic gates to key fob access:

- City Shop (new main gate): \$4,396.00
- City Shop (existing back gate): \$4,396.00
- Wastewater entrance (existing gate): \$4,596.00

Additional Door Conversions

I also requested a per-door estimate from Precision Concepts to convert the remaining doors at the City Shop and the Sewer Plant to key fob access:

- **Estimated cost per door: \$2,242.00**

Please let me know if you would like any additional information or clarification.



769 INDUSTRIAL DR · BLUE GRASS, IOWA 52726

December 26th, 2025

Proposal

City of Eldridge

Tony Rupe

trupe@cityofeldridgeia.org

563-214-6861

Job Location

Eldridge Public Works Building

Eldridge, IA

Job Specification:

- 1- Remove existing double swing gate and fence.
- 2- Install new 6' high galvanized 20' roller gate with nylon LoadMaster rollers.
- 3- Install LiftMaster INSL24UL commercial slide gate operator with pedestal
- 4- Supply and install safety photo eyes, saw cut fee exit loop, and KPR2000 keypad.
- 5- Main power hooked to gate operator by others.

Total= \$11,925.00

Thank you for your consideration. Please call with any questions.

Matt Sampson

563-340-8310

LOVEWELL COMMERCIAL FENCE & RAIL

NOTICE: DUE TO THE VOLATILITY OF STEEL AND ALUMINUM PRICING, THIS QUOTE IS ONLY GOOD FOR 10 DAYS UNLESS WE RECEIVE AN INTENT TO AWARD CONTRACT

21060 HOLDEN DRIVE
DAVENPORT, IOWA 52806
PHONE (563) 345-6709
FAX (563) 391-4005

PROPOSAL AND CONTRACT

Date 12/12/2025

To: City of Eldridge
305 N 3rd St PO Box 375
Eldridge, IA 52748
Attn: Tony Rupe

Re: City of Eldridge Cantilever Gate
105 E Le Claire Rd
Eldridge, IA 52748

SPECIFICATION	1	2	3
FABRIC	2 x 9 x 6'		
SALVAGE	KK		
FABRIC HEIGHT	6'		
GAUGE	9		
MESH	2"		
OVERALL HEIGHT	6'		
TOP RAILS	1 5/8"		
LINE POSTS	None		
TERMINAL POST	3"		
GATE POSTS	4" and 3"		
BARB WIRE	None		
CENTER RAIL	1 5/8"		
BRACING	1 5/8"		
BOTTOM	None		
GATE FRAME	1 5/8" x 2"		
HINGES	Nylon Rollers		
TIES	9ga		
LATCH	Cantilever		

SCOPE OF WORK:

- Remove existing fence and gates
- Install 3 new gate posts and 1 new terminal post
- Install 14' of 6'H galvanized chain link fence
- Install a 20'W x 6'H steel slide gate with nylon rollers
- Install an INSL24UL Operator including:
Photo Eye, Safety Edge, Free Exit Laser, and Wireless Keypad



Price:

\$17,000.00

This bid includes material and labor to install the above proposed footage of fence and gates

Sales tax is not included in bid.

Prevailing Wages are not included in bid.

On site safety training, if required, will be billed at \$100.00/man hour.

Bond and AGC Dues are NOT included in our bid.

TERMS AND CONDITIONS

- Our insurance coverage is as follows; Anything beyond what is listed below will be added on to our bid.
- INSURANCE: Any special provisions in your contract which requires additional insurance costs will be added to our bid. Our insurance coverage is:

General Liability	\$1,000,000 Occurrence
Commercial Auto Liability	\$1,000,000 Combined Limit
Umbrella / Excess Liability	\$5,000,000 Occurrence
Worker's Compensation / Employers Liability	Statutory / \$100,000 / \$500,000 / \$100,000

NOTICE: Contracts that contain Waiver of Subrogation, Primary & Noncontributory - Additional insured & Amendment of personal injury language will either be struck from the contract or result in additional contract costs.
- Work as provided in this contract shall be done during regular working hours unless otherwise specified.
- The customer shall prevent other workmen from interfering with the contractor.
- The customer is responsible for the location of any fences constructed and said location shall be clearly marked by the customer. Customer **must** locate private underlying cables & pipes.
- The customer is solely responsible for any errors, in the location of any fence constructed by the contractor.
- This offer does not provide for any grading work or other work which is necessary because of the fence installation unless specified in this offer.
- Contractor reserves the right to charge the customer an additional fee for any fence post holes where more than 50% of the hole must be cut through solid rock or hard packed rock.
- No pro rata charge of any kind shall be charged against the contractor unless previously agreed to in writing.
- Light, heat, power and elevator service shall be furnished by the customer to the contractor without expense.
- In the event of damage to the premises, whether by theft, fire, water or other disaster, all materials actually erected or stored on the premises are there at the customer's risk.
- The contractor is not responsible for delays caused in the performance of the work herein which are caused by delays or failures caused by strikes, fires, accidents, car shortages, embargoes or other conditions beyond the control of the contractor.
- In the event that if it becomes necessary for the contractor to enlist the services of an attorney to collect from the customer the amount due under this contract, the customer shall pay reasonable attorney's fees incurred in collecting said amount.
- The offer herein becomes null and void if not accepted within 30 days of the proposal date. If the completion of the work required in this contract is unreasonably delayed by the customer, the customer will be responsible for any increases in the cost of material and labor incurred by the contractor because of said delay.
- Unless specified in the bid, there is no electrical work included, gate operators included, and no fencing inside buildings included.
- Payment terms as stated on invoice.
- If hazardous chemicals are encountered on site, this contract becomes null and void.

The above proposal is only an estimate of the cost of doing the job requested. If this proposal is signed by an agent of Lovewell Fencing, Inc., said proposal shall become an offer to perform the work provided herein for the estimated total cost shown in the proposal. The customer may accept this offer by Lovewell Fencing Inc. by signing their name on this proposal, making the signed proposal a legally binding contract between Lovewell Fencing, Inc. and the customer. This written document shall be deemed to contain the entire agreement between the parties and no verbal agreement will be considered valid.

To accept the work as quoted, please sign and return this proposal, OR submit your subcontract / PO

For subcontracts, POs, insurance, closeout or general questions, contact Chelsea - chelsea@lovewellfence.com | 563-345-6709

For billing, contact Jesse - jchandlee@lovewellfence.com | 563-345-6716

By: Nick Pinkston
Nick Pinkston, Lovewell Fencing, Inc

Accepted By: _____

Precision Concepts
 Precision Concepts
 305 E. Kimberly Road
 Davenport, IA 52806 US
 5634241787
 service@precision-concepts.com
 www.precision-concepts.com



Estimate

ADDRESS
City of Eldridge 305 N 3rd St Eldridge, IA 52748

ESTIMATE #	DATE
1952	01/01/2026

ACTIVITY	QTY	RATE	AMOUNT
City Shop Property			
PDK:RM High-Security (13.56 MHz), OSDP, Wiegand, Mullion Reader	1	320.00	320.00T
PDK:RGE Outdoor Controller	1	1,422.00	1,422.00T
Arizona:EXP1270 12v 7APH. Battery	1	40.00	40.00T
ELK:ELK-912B Heavy duty relay module featuring 12 or 24 VDC selectable operation	2	48.00	96.00T
G.R.I.:4532L Armored Door Contact	1	48.00	48.00T
House:Misc Pedestal mount and housing for Reader	1	350.00	350.00T
Trendnet:TEW-940APBO 14DBi Wifi 6 AX1200 Outdoor POE Point to Point	2	460.00	920.00T
House:Labor Installation This is using the existing Photo eyes for exit and obstruction sensors currently on the system. We need to connect to the network via point to point, to the truck parking garage just north of this gate. City must provide 120v power to this location for our system to be connected. (I would assume it is already there, but want to make sure)	1	1,200.00	1,200.00T
			City Shop REAR Gate Subtotal : 4,396.00
PDK:RM High-Security (13.56 MHz), OSDP, Wiegand, Mullion Reader	1	320.00	320.00T

ACTIVITY	QTY	RATE	AMOUNT
PDK:RGE Outdoor Controller	1	1,422.00	1,422.00T
Arizona:EXP1270 12v 7APH. Battery	1	40.00	40.00T
ELK:ELK-912B Heavy duty relay module featuring 12 or 24 VDC selectable operation	2	48.00	96.00T
G.R.I.:4532L Armored Overhead Garage Door Contact	1	48.00	48.00T
House:Misc Pedestal mount and housing for Reader	1	350.00	350.00T
Trendnet:TEW-940APBO 14DBi Wifi 6 AX1200 Outdoor POE Point to Point	2	460.00	920.00T
House:Labor Installation This is for the New Gate that is being installed. This Estimate is assuming it will have a similar control board and connections will be the same. Also once again, We will need to connect to the network via point to point, to the main building. City must provide 120v power to this location for our system to be connected. (again, I would assume it is already there, but want to make sure)	1	1,200.00	1,200.00T
Waste Water			
PDK:RM High-Security (13.56 MHz), OSDP, Wiegand, Mullion Reader	1	320.00	320.00T
PDK:RGE Outdoor Controller	1	1,422.00	1,422.00T
Arizona:EXP1270 12v 7APH. Battery	1	40.00	40.00T
ELK:ELK-912B Heavy duty relay module featuring 12 or 24 VDC selectable operation	2	48.00	96.00T
G.R.I.:4532L Armored Overhead Garage Door Contact	1	48.00	48.00T
House:Misc Pedestal mount and housing for Reader	1	350.00	350.00T
Trendnet:TEW-940APBO 14DBi Wifi 6 AX1200 Outdoor POE Point to Point	2	460.00	920.00T
House:Labor Installation This is using the existing Photo eyes for exit and obstruction sensors currently on the system. We need to connect to the network via point to point, to the building just South of this gate. City must provide 120v power to this location for our system to be connected. (I would assume it is already there, but want to make sure)	1	1,400.00	1,400.00T
			City Shop Main Entrance: 4,396.00
			Subtotal: 4,596.00

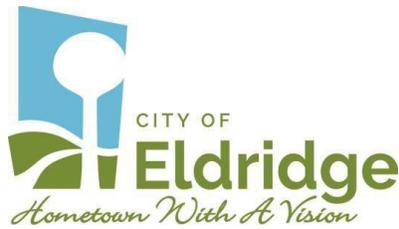
ACTIVITY	QTY	RATE	AMOUNT
Additional Man Doors (each)			
PDK:RM High-Security (13.56 MHz), OSDP, Wiegand, Mullion Reader	1	320.00	320.00T
PDK:R1 One Door Controller, Ethernet, OSDP, Wiegand, Battery Monitoring, Optional wireless and PoE++	1	822.00	822.00T
Arizona:EXP1270 12v 7APH. Battery	1	30.00	30.00T
G.R.I.:180RS12B Recessed 3/4" Magnetic switch Stubby Black	1	20.00	20.00T
HES:5000C-12/24D-630 Electric Strike Heavy Duty	1	450.00	450.00T
House:Labor Installation	1	600.00	600.00T
This is for a "Typical" Steel door frame with the the electronic strike listed above. This does not include difference in price, if selected door requires a different strike.			
			Subtotal: 2,242.00

Thank you for choosing Precision Concepts for your Car Accessory and Electronics Needs. Estimates are good for 30 Days from the original date. Please let us know if you have any questions. We look forward to serving you.
Sincerely,
Precision Concepts

SUBTOTAL	15,630.00
TAX	0.00
TOTAL	\$15,630.00

Accepted By

Accepted Date



Resolution 2026-01 E&W

RESOLUTION APPROVING THE RESTATED AND AMENDED CMMPA/PARTICIPANT MARKET PARTICIPANT AGREEMENT BETWEEN THE CENTRAL MINNESOTA MUNICIPAL POWER AGENCY AND ELDRIDGE ELECTRIC UTILITY

WHEREAS, the Eldridge Electric Utility participates in the Midcontinent Independent System Operator (MISO) markets for the purchase, sale, scheduling, and settlement of electric energy, capacity, transmission, and related services; and

WHEREAS, Central Minnesota Municipal Power Agency (CMMPA) serves as a registered Market Participant with MISO and has historically performed designated market participant and scheduling agent functions on behalf of the Utility; and

WHEREAS, the Eldridge Electric Utility and CMMPA previously entered into a Market Participant Agreement; and

WHEREAS, the Eldridge Electric Utility and CMMPA desire to restate and amend those agreements into a single Restated and Amended CMMPA/Participant Market Participant Agreement to reflect current MISO tariff requirements, credit support provisions, market practices, and updated rates; and

WHEREAS, the CMMPA/Participant Market Participant Agreement establishes the terms under which CMMPA will continue to act as the Eldridge Electric Utility's Designated Market Agent, including performing MISO market functions, providing payment guarantees to MISO, administering credit support, and billing the Utility for applicable market participant costs; and

WHEREAS, the CMMPA/Participant Market Participant Agreement has an initial term beginning January 1, 2026 through December 31, 2028, with annual renewal provisions thereafter, and establishes base rates and escalation terms for MISO-related services; and

WHEREAS, the Board of Trustees of the Eldridge Electric & Water Utility has reviewed the CMMPA/Participant Market Participant Agreement and finds that entering into the CMMPA/Participant Market Participant Agreement is in the best interests of the Eldridge Electric Utility and its ratepayers, and is necessary for the Eldridge Electric Utility's continued participation in the MISO markets in a compliant and financially responsible manner.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE ELDRIDGE ELECTRIC & WATER UTILITY, CITY OF ELDRIDGE, IOWA:

Section 1. The CMMPA/Participant Market Participant Agreement, and the form thereof including all exhibits attached, shall be and is hereby approved substantially in the form now before this Board with an effective date of January 1, 2026.

Section 2. The Chairperson and Utility Administrative Manager are hereby authorized and directed to execute and deliver the CMMPA/Participant Market Participant Agreement with their signatures thereon being conclusive proof of their approval of the final form thereof.

Section 3. The Utility Board authorizes the Utility Administrative Manager and Electric Superintendent to take all actions required to comply with the terms of the Agreement, including but not limited to:

- Payment of all MISO-related charges and Monthly Market Participant Costs;
- Provision of required credit support or deposits as outlined in the Agreement;
- Coordination with CMMPA regarding MISO market participation, metering, forecasting, scheduling, and settlements.

Section 4. All prior actions, resolutions, and orders of this governing body inconsistent with the terms of the Restated and Amended CMMPA/Participant Market Participant Agreement or this Resolution shall be and are hereby superseded and no longer in force or effect to the extent of such inconsistency, and the terms of the Restated and Amended CMMPA/Participant Market Participant Agreement and this Resolution shall control in all respects over any prior actions, resolutions, and orders of this governing body to the extent such prior actions, resolutions, and orders are inconsistent with the terms of the Restated and Amended CMMPA/Participant Market Participant Agreement or this Resolution.

PASSED AND APPROVED this 17th day of February, 2026

ATTEST:

Michael Bristley, Chairman

Rachael Padavich, Secretary

_____ Ayes _____ Nays

Abby Petersen

Mark Goodding

Rachael Padavich

Jeff Hamilton

Michael Bristley

RESTATED AND AMENDED

CMPMPA/PARTICIPANT MARKET PARTICIPANT AGREEMENT

BETWEEN THE

CENTRAL MINNESOTA MUNICIPAL POWER AGENCY

AND

ELDRIDGE ELECTRIC UTILITY

January 1, 2026

RESTATED AND AMENDED MARKET PARTICIPANT AGREEMENT

RECITALS

THIS RESTATED AND AMENDED MARKET PARTICIPATION AGREEMENT (“Agreement”), is entered into between Central Minnesota Municipal Power Agency (“CMMPA”), a municipal corporation and the political subdivision of the State of Minnesota, organized and existing under the Minnesota Municipal Power Agency Act, Minnesota Statutes, Section 453.51 to 453.62, as amended (the “Act”) and Eldridge Electric Utility, hereinafter referred to as “Participant”, a municipal corporation organized and existing under the laws of Iowa.

WHEREAS, pursuant to the Midcontinent Independent System Operator Open Access Transmission and Energy Markets Tariff (“MISO TEMT”) and related business practices, a Market Participant (“MP”) must have a “contractual” relationship with the entities for which the MP performs MISO market functions, including those that own MISO registered generating resources and those that seek to have the MP submit demand bids to MISO to acquire energy and/or ancillary services through the MISO energy markets; and

WHEREAS, CMMPA currently performs various functions as the MISO MP on behalf of Participant under a “CMMPA/Participant Market Participant Agreement”, dated June 15, 2009 and a “Midwest Independent Transmission System Operator (MISO) Scheduling Agent Agreement”, dated June 15, 2009, which such agreements are in need of being restated and amended under the terms provided under this Agreement; and

WHEREAS, CMMPA agrees to continue providing a guarantee of prompt and complete payment of all amounts owed to MISO under the MISO TEMT and related business practices on behalf of Participant and to provide certain credit support in connection with such payments and obligations pursuant to the creditworthiness provisions of the MISO TEMT; and

WHEREAS, Participant agrees to enter into this Agreement to govern CMMPA’s continued performance as Participant’s Designated Market Agent (“DMA”) to conduct various MP functions, for Participants’ benefit, related to the MISO established markets, to establish related credit provisions and compensate CMMPA for DMA functions in connection with project agreements and other MISO-related activities required by Participant; and

WHEREAS, it is acknowledged that CMMPA may enter into one or more agreements from time to time with a bank or other lending institution to provide working capital for its activities under and related to this Agreement, and to pledge payments under this Agreement as security for advances from the bank or other lending institution.

NOW, THEREFORE, CMMPA and Participant mutually agree as follows:

RESTATED AND AMENDED MARKET PARTICIPANT AGREEMENT

ARTICLE 1

The recitals set forth above are hereby made a part of this Agreement.

ARTICLE 2

DEFINITIONS

For the purpose of this Agreement, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The terms “hereto”, “hereof” and “hereunder” without reference to any particular Article, Section or paragraph pertain to this Agreement as a whole. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning, unless it can be reasonably inferred that a meaning particular to the electric utility industry should be utilized, in which case definitions shall be determined in accordance with electric utility industry meanings. All references to Attachments and tables unless otherwise specifically provided, refer to the Attachments and tables to this Agreement.

- A. **Agreement:** This Agreement pursuant to which CMMPA provides MISO Services to Participant.
- B. **Auction Revenue Right (ARR):** A financial hedging instrument established by MISO pursuant to the MISO TEMT which provides an MP with an entitlement to a share of the revenues generated in the annual Financial Transmission Right (FTR) auction conducted by MISO.
- C. **Central Minnesota Municipal Power Agency (CMMPA):** A Minnesota Municipal Power Agency created in accordance with Minnesota law, and any successor to or assignee of its rights and responsibilities hereunder. CMMPA does business as Central Municipal Power Agency/Services (or “CMPAS”).
- D. **CMMPA Board:** The Board of Directors of the Agency.
- E. **CMMPA MISO Guarantee:** The guarantee that CMMPA provides to MISO as the DMA to receive an Unsecured Credit Allowance from MISO as defined further in section 5.1, below, which requires the prompt and complete payment of all amounts owed CMMPA and the performance of all other obligations of CMMPA under the terms and conditions of the MPA, the MISO TEMT, and all other related agreements.
- F. **Contract Year:** The 12-month period commencing as of January 1 of each year during the term of this Agreement.

RESTATED AND AMENDED MARKET PARTICIPANT AGREEMENT

- G. **Financial Point of Delivery:** The point: (i) at which CMMPA shall take financial responsibility for congestion and losses associated with power and energy purchased from the MISO markets or third parties on behalf of Participants; or (ii) at which CMMPA ceases to have financial responsibility for congestion and losses associated with power and energy sold into the MISO markets or to third parties.
- H. **Financial Security:** A cash deposit, irrevocable letter of credit, or other form of security in an amount and form determined by and acceptable to MISO provided by CMMPA.
- I. **Financial Transmission Right (“FTR”):** A transmission right provided for pursuant to the MISO TEMT that provides a financial hedging mechanism for managing the risk of congestion charges reflected in MISO “Day-Ahead” Locational Marginal Prices (“LMP”). FTRs will not protect a MP from congestion charges related to MISO hourly “Real time” LMP.
- J. **Midcontinent Independent System Operator (“MISO”):** MISO or any successor organization that serves as the transmission provider under the MISO TEMT or any equivalent or successor tariff.
- K. **MISO Scheduling Agent Services:** The services that CMMPA provides to Participant as related to the MISO markets, including but not limited to submitting hourly schedules to MISO on behalf of Participant in connection with the markets established pursuant to the MISO TEMT.
- L. **MISO Services:** Those services requested by CMMPA on behalf of the Participant under this Agreement to be provided by MISO pursuant to the MISO TEMT. Such services may include, but are not limited to: (i) transmission service; (ii) participation in the MISO established energy markets through the submittal of load bids to purchase energy in these markets to serve Participant load; (iii) participation in the MISO established energy markets through the submittal of offers to sell energy into these markets; (iv) the scheduling of bilateral financial transactions which are subject to MISO charges for congestion and losses; (v) meter data and management services; (vi) participation in the FTR nomination process and in FTR auctions, including the ARR process implemented by MISO pursuant to the MISO TEMT; (vii) the scheduling of physical transactions that occur outside of the MISO markets; and (viii) participation in other markets established from time to time by MISO pursuant to the MISO TEMT, including MISO established ancillary services and capacity markets.
- M. **MISO TEMT:** The MISO Open Access Transmission and Energy Markets Tariff, including all schedules or attachments thereto and all business practices manuals related thereto that are in effect from time to time or any equivalent or successor tariff.

RESTATED AND AMENDED MARKET PARTICIPANT AGREEMENT

- N. **Monthly Market Participant Costs:** With respect to a Contract Year, all costs and expenses, net of credits and revenues received by CMMPA, paid by CMMPA on behalf of Participant during each month (or shorter time period as determined at the reasonable discretion of CMMPA) of such Contract Year allocable to CMMPA for MISO Services requested pursuant to this Agreement, which costs and expenses shall include, but are not limited to, those items of cost and expenses referred to in Attachment A.
- O. **Market Participant (MP):** An entity that: (i) has successfully completed the registration process with MISO and is qualified by MISO as a market participant; and (ii) is financially responsible to MISO for all of its market activities and obligations; and (iii) has demonstrated the capability to participate in relevant market activities.
- P. **Operating Day:** The daily 24-hour period beginning at midnight (Eastern Standard Time (EST)) for which transactions in the MISO energy markets are scheduled.
- Q. **Participant:** The entity that is a party to this Agreement.
- R. **Party or Parties:** CMMPA, Participant, or both, as the case may be.
- S. **Physical Point of Delivery:** The metered point(s) of interconnection designated as the ultimate delivered transmission point for power and energy associated with MISO Services under this Agreement, as specified in the applicable interconnection agreement; or the metered point(s) at which power and energy is sold into the MISO markets or to third parties.
- T. **Prudent Utility Practice:** Practices, methods and acts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry prior thereto) which, in the exercise of reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method or act, to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts.
- U. **Total Credit Limit:** The amount of Unsecured Credit approved by MISO for CMMPA plus the amount of any Financial Security approved by MISO and provided by CMMPA to MISO.
- V. **Transmission Owner ("TO")** A transmission owner as defined by MISO.
- W. **Uncontrollable Forces:** Any cause beyond the control of a party which by the exercise of due diligence the party is unable to prevent or overcome including, but

RESTATED AND AMENDED MARKET PARTICIPANT AGREEMENT

not limited to, failure or refusal of any other person or entity to comply with then-existing contracts with a party, an act of God, fire, flood, explosion, strike, sabotage, pestilence, and act of the public enemy, civil and military authority including court orders, injunctions, and orders of governmental agencies with proper jurisdiction, insurrection or riot, and act of the elements, failure of equipment, or inability of the party or any contractors engaged in work to support the MISO Services because of the effect of similar causes on suppliers or carriers.

- X. **Unsecured Credit:** Any credit granted by MISO to CMMPA for the benefit of the Participants that is not secured by a form of Financial Security.

ARTICLE 3.

TERM AND TERMINATION

Section 3.1. Initial Term, Initial Rates and Term Extension.

The initial term of this Agreement shall commence as of January 1, 2026 (“Effective Date”) and end on December 31, 2028 (“Initial Term”). Rates for the Initial Term (along with current rates) are designated in the Table below and described further in section 6.1 and Attachment A. This is total fee that includes the administrative fees incurred by CMMPA for dispatch of the generation owned by Participant. No later than six months prior to the end of Contract Year 2028 or each succeeding Contract Year after the Initial Term, CMMPA shall provide notice of the new rates anticipated to be in effect during the succeeding Contract Year. Unless Participant provides written notice of its intent to terminate at least six (6) months prior to December 31, 2028 or at least six (6) months prior to December 31st of each succeeding Contract Year, the Agreement shall continue in effect at the new rate for succeeding one-year terms. Notwithstanding the previous sentence, it is understood and acknowledged that termination of this Agreement shall require Participant to designate a Market Participant prior to the end of the applicable term. Termination of this Agreement shall in no circumstance take effect until CMMPA is provided confirmation that the designated Market Participant is a registered MISO market participant. If Participant fails to designate a Market Participant prior to the end of the applicable term, CMMPA shall continue providing such services until a replacement is designated at a rate that is 2X the rate currently in effect.

City	Current Rate	Year 1	Year 2	Year 3
Eldridge	\$1.10	\$1.2320	\$1.3059	\$1.3843

RESTATED AND AMENDED MARKET PARTICIPANT AGREEMENT

Section 3.2. Continuing Obligations.

Termination of this Agreement shall not relieve Participant of its obligations to take and pay for MISO Services by CMMPA, even if not available to, delivered to or taken by Participant, for an Operating Day prior to the termination date in accordance with Section 4.1, including all true ups and all prior period adjustments of all MISO Services charges incurred as of the termination date, irrespective of the Execution Date upon which such true-up or prior period adjustments were calculated and transmitted to CMMPA by MISO. Participant agrees to indemnify and hold harmless CMMPA with respect to MP functions performed on Participant's behalf by CMMPA for time periods prior to the termination of this Agreement should the Participant terminate this Agreement in accordance with Section 3.1.

Section 3.3 Termination of Existing Market Participant and Scheduling Agent Agreements.

For the avoidance of doubt, the Parties agree and acknowledge that upon the Effective Date of this Agreement, the existing Market Participant and Scheduling Agent Agreements referenced in the Recitals above and under which CMMPA is currently providing Market Participant services to Participant shall be null and void and of no further effect.

ARTICLE 4

PAYMENT AND SUPPLY OF INFORMATION OBLIGATIONS

Section 4.1. Payment Obligations.

Participant agrees to take and pay for or pay for MISO Services requested by CMMPA on its behalf together with other allocable CMMPA costs as provided for in Article 6 and Attachment A, even if not available to, delivered to or taken by the Participant. Participant agrees to make all payments required pursuant to this Agreement regardless of whether MISO Services are being provided to the Participant. Participant shall be obligated to pay to CMMPA the Participant's allocable share of Monthly Market Participant Costs incurred for MISO Services requested by CMMPA on behalf of Participant pursuant to the terms of this Agreement. In the event MISO Services are not provided for any period, Participant shall be obligated to pay its share of all costs previously incurred by CMMPA.

Section 4.2. Supply of Information and Notification of Material Change.

- (a) Participant shall supply CMMPA with any and all information that is required to be provided to MISO pursuant to the MISO TEMT.
- (b) Participant shall notify CMMPA in writing as soon as practicable and no later than at least 72 hours prior to learning of or initiating any material change in circumstances

RESTATED AND AMENDED MARKET PARTICIPANT AGREEMENT

that may affect CMMPA's MP status under the MISO TEMT, its ability to perform MP functions under this Agreement, or Participant's ability to make payments or perform any of its other obligations hereunder. For clarity, this obligation includes any significant Participant staffing changes.

ARTICLE 5

CREDIT SUPPORT

Section 5.1. Credit Support Obligations.

- (a) The Parties anticipate that the CMMPA MISO Guarantee will facilitate the granting to CMMPA of an Unsecured Credit Allowance ("UCA") by MISO. If CMMPA is required to make payment to MISO pursuant to the CMMPA MISO Guarantee, the pro rata portion of said payment which pertains to Participant is payable from amounts charged to Participant under this Agreement.
- (b) Pursuant to the creditworthiness provisions provided in the MISO TEMT, including the ongoing MISO credit evaluation process for transmission customers and MPs, MISO may from time to time require that CMMPA provide additional Financial Security over and above any UCA granted by MISO to CMMPA. To the extent that CMMPA is required by MISO to provide additional Financial Security beyond the amount of the UCA pursuant to Section 5.1(a), then Participant, upon written request by CMMPA, shall provide its pro rata share of such secured credit support in the form of cash or such other form as may be mutually agreed upon by the Parties to CMMPA within 30 days of the written request by CMMPA. If Participant does not provide such requested additional amount of secured credit support within the 30 days, then CMMPA shall have the right to draw on working capital to provide for such additional Financial Security on an interim basis and bill Participant for any directly related costs.
- (c) The CMMPA Board of Directors may determine from time to time, but generally no more than once per Contract Year, unless circumstances dictate that a requested temporary increase in the amount of credit in the form of secured credit ("CMMPA Credit Support") is needed over and above the UCA granted by MISO to CMMPA and the additional Financial Security pursuant to Section 5.1(b) to support the MISO Services provided by CMMPA on Participant's behalf under the MISO TEMT. Participant shall provide such additional amount in the form of cash or such other form as may be mutually agreed upon by the Parties to CMMPA within 30 days of the written request by CMMPA. If Participant does not provide such requested additional amount of secured credit support within the 30 days, then CMMPA shall have the right to draw on working capital to provide for such secured credit on an interim basis and bill the Participant for any directly related costs.

RESTATED AND AMENDED MARKET PARTICIPANT AGREEMENT

- (1) The CMMPA Credit Support amount requested by CMMPA shall be established at the beginning of each Contract Year for that same Contract Year and shall not exceed the one month average of billing costs for MISO Services requested by CMMPA on Participant's behalf under the MISO TEMT for the most recent 36 months immediately preceding CMMPA's establishment of the amount of CMMPA Credit Support for that Contract Year.
- (2) In the first month of each Contract Year, CMMPA shall determine whether the amount of CMMPA Credit Support at that time exceeds the maximum amount of MISO Services requested by CMMPA on Participant's behalf under the MISO TEMT (as determined by the one month average of billing costs for such services over the most recent 36 months) and, if the CMMPA Credit Support exceeds said amount, the CMMPA Credit Support shall be reduced by the excess amount and CMMPA shall return the excess amount to participant within thirty (30) days.
- (3) For the avoidance of doubt, once the CMMPA Credit Support amount is established for the Contract Year pursuant to Sections 5.1(c)(1) and (2), CMMPA reserves the right to request a temporary increase to the CMMPA Credit Support amount established for the Contract Year when circumstances dictate the request for such a temporary increase is warranted. The circumstances that dictate when such a temporary increase in CMMPA Credit Support is warranted and may be requested by CMMPA are when the one month billing cost for MISO Services requested by CMMPA on Participant's behalf under the MISO TEMT is more than 60% greater than the amount of CMMPA Credit Support established for that Contract Year in accordance with Section 5.1(c)(1) of the Agreement. When the amount of the one month billing cost for MISO Services requested by CMMPA on Participant's behalf under the MISO TEMT exceeds that 60% threshold, starting with the following month CMMPA may request that Participant provide CMMPA an additional amount of CMMPA Credit Support not to exceed the percentage increase that is equal to the same percentage the one month billing cost at issue exceeds the amount of CMMPA Credit Support established for that Contract Year. (As an example, if the one-month billing cost for March 2027 is 65% greater than the CMMPA Credit Support amount established for the 2027 Contract Year, CMMPA may request that starting in April 2027 Participant provides CMMPA up to a 65% increase to the amount of CMMPA Credit Support for that Contract Year.) CMMPA may retain the additional amount of such CMMPA Credit Support for the remainder of that Contract Year, but CMMPA shall return to Participant any amounts that exceed the CMMPA Credit Support amount established for the next Contract Year in accordance

RESTATED AND AMENDED MARKET PARTICIPANT AGREEMENT

with Sections 5.1(c)(1) and (2) of the Agreement. If there are other instances where the one-month billing cost for MISO Services requested by CMMPA on Participant's behalf under the MISO TEMA exceeds the aforementioned 60% threshold within the same Contract Year, the total additional amount CMMPA may request Participant provide as a temporary increase in CMMPA Credit Support for that same Contract Year shall be calculated by utilizing the highest one month billing cost within that Contract Year. There shall be no pyramiding of any requested temporary increases in CMMPA Credit Support for the Contract Year.

- (d) The form of secured credit support, including any Financial Security, required to be provided by Participant under subsection (b) or (c) shall be provided in the form of cash payment or such other form of credit as may be mutually agreed upon by the Parties, or as may be required by MISO.
- (e) Credit Support shall be subject to the following requirements:
 - (1) **CMMPA Credit Support.** The CMMPA Credit Support provided by Participant to CMMPA shall at all times belong to Participant and may only be used by CMMPA as provided in this Agreement. To the extent Participant's CMMPA Credit Support is provided to CMMPA in the form of cash ("Working Cash Deposit"), CMMPA shall hold the Working Cash Deposit in a designated and segregated account in Participant's name on Participant's behalf at a financial institution selected by CMMPA at its sole and reasonable discretion. Deposits held by CMMPA under this Article shall be FDIC insured and fully collateralized, shall not be used for any purpose other than their intended purpose, and shall not be commingled with other funds held by CMMPA. CMMPA shall hold the Working Cash Deposit in an interest-bearing account and shall exercise the same degree of prudent business practice with respect to the Working Cash Deposit as it exercises with all other funds held by CMMPA. All interest resulting from Participant's Working Cash Deposit provided to CMMPA shall remain in the designated and segregated account in Participant's name until such interest is paid out to Participant, which shall be on a quarterly basis. The Working Cash Deposit shall at all times be FDIC insured or fully collateralized by CMMPA. CMMPA shall provide Participant with written confirmation that the Working Cash Deposit is FDIC insured or fully collateralized by CMMPA no later than ten (10) days following Participant's depositing of the Working Cash Deposit, or any increase thereto, with CMMPA. Participant's CMMPA Credit Support, including but not limited to Participant's Working Cash Deposit, shall be returned to Participant upon the occurrence of any of the following, whichever is earlier: the end of the term of the Agreement; the early termination of the Agreement; if CMMPA discontinues its operations; if CMMPA discontinues performing the contracted services for Participant; if CMMPA

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enters into or is involuntarily subject to a Chapter 7 bankruptcy; or a breach of contract by CMMPA.

- (2) **MISO Credit Support.** The MISO credit support Participant deposits with CMMPA under Section 5.1(b) (“MISO Collateral”) shall be deposited by CMMPA with MISO and administered in accordance with MISO rules and business practices. If the amount of the MISO Collateral is found to exceed the amount of credit support required by MISO, the excess amount shall be returned to Participant as soon as reasonably practicable. Participant’s MISO Collateral shall be returned to Participant upon the occurrence of any of the following, whichever is earlier: the end of the term of the Agreement; the early termination of the Agreement; if CMMPA discontinues its operations; if CMMPA discontinues performing the contracted services for Participant; if CMMPA enters into or is involuntarily subject to a Chapter 7 bankruptcy; or a breach of contract by CMMPA.
- (f) Subject to section 5.1(b), above, credit support required under this section shall be reviewed on an annual basis in accordance with this Agreement and the applicable provisions and business practices of the MISO TEMT as reflected on Schedule 1.
- (g) Notwithstanding anything to the contrary above, Participant agrees to provide CMMPA notice in the event that large new load additions are anticipated and agrees to work in good faith with CMMPA to ensure appropriate financial protections are in place consistent with the commercial intent of this Agreement.

ARTICLE 6

RATES, BILLING AND DISPUTES

Section 6.1. Rates

During the Initial Term of this Agreement, the base rate for MISO Services shall be as provided in Section 3.1, above. It is understood that this base rate includes MISO generation dispatch services. Additional MP Services under this Agreement and associated charges are listed on Attachment A, which may be amended at any time by mutual agreement of the Parties. It is understood and acknowledged that the base rate for MISO Services shall be escalated each year of the three-year Initial Term as follows: an increase of twelve (12) percent for year one of the Agreement and six (6) percent for year two and year three of the Agreement. Subsequent to the Initial Term and each successive term of the Agreement, CMMPA shall provide Participant notice of any increase to the costs of the above MISO Services as provided in section 3.1, above.

Section 6.2. Billing and Payments.

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- (a) On or before the 15th day of each month of each Contract Year, CMMPA shall prepare and deliver to Participant, via facsimile, e-mail or other electronic transmission, a billing statement showing the amounts payable to CMMPA for Monthly Market Participant Costs incurred by CMMPA for requested MISO Services. Such billing statement will be prepared based on the then-current settlement statements issued by MISO, including all weekly (or shorter time period if instituted by MISO) settlement statements, for requested MISO Services and true-ups for prior period adjustments provided pursuant to the MISO TEMT, and the appropriate amounts from the annual budget established herein. The amounts shown in the billing statement to be paid to CMMPA by the Participant shall be due and payable on the 30th day of the month, and any amounts due and not paid by the Participant on or before the close of business on the 30th day of the month, shall constitute a late payment. The late payment shall bear a service charge from the original due date until paid at the rate of the greater of (i) one and one-half percent (1½%) per month or (ii) the effective rate calculated by CMMPA associated with providing working capital from a bank or other lending institution as provided for in Article 7. Remittances received by mail will be accepted without assessment of said charges, provided that the postmark indicates that the payment was mailed on or before such day. If the 15th day of the month is a Saturday or Sunday or other non-business day of the Participant, the next following business day shall be the last day on which payment may be mailed without addition of any charges.
- (b) CMMPA may require Participant to make monthly payments to CMMPA based on the then current MISO settlement statements (e.g., S7 and S14) and the appropriate amounts from the annual budget established herein.

Section 6.3. Monthly Market Participant Costs.

The Monthly Market Participant Costs incurred by CMMPA, for requested MISO Services together with other assignable CMMPA costs to be paid by Participant for a particular month or other established billing period shall be recovered in the base rate designated in section 3.1 above and shall include all costs reflected in the MISO settlement statements for the then-current month or applicable billing period, including all weekly (or shorter time period if instituted by MISO) settlement statements issued during such month. Such costs shall also include CMMPA's administrative and general costs and all other related costs incurred by CMMPA in performing its MP functions for the MISO Services requested under this Agreement. These costs shall be billed to Participant based on the following principles:

- (a) Administrative and general costs and all other related costs incurred by CMMPA in performing MP functions and requesting MISO Services shall be billed based on the rates and charges set forth under this Agreement.

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- (b) Monthly Market Participant Costs for requested MISO Services billed or otherwise assessed to Participant under this Agreement shall, to the extent practicable, be based on the costs incurred at Participant's Physical Delivery Point.
- (c) Unless otherwise agreed to by the Parties, the Participant shall be responsible for the costs of congestion and marginal losses between the Financial Point of Delivery and Participant's Physical Point of Delivery.
- (d) The components of Monthly Market Participant Costs for requested MISO Services and credit-related obligations are set forth in Attachment A.
- (e) Load forecasts and elections with respect to ARRs and other congestion instruments associated with MP activities utilized by CMMPA on behalf of Participant shall be approved in advance by Participant and subject to the waiver of liability in Section 11.6(d), below

Section 6.4. Disputes.

- (a) Participant shall, for a period of twenty-four (24) months from the date of rendering, have the right to dispute any billing statement or other bill, invoice or statement rendered by CMMPA, invoke arbitration of the same or bring any legal or administrative action of any kind, questioning the propriety of the same. After the end of this twenty-four (24) month period, participant shall have no further right of dispute. In the case of a billing statement, other bill, invoice or statement containing estimates subject to subsequent true ups, Participant shall have no further right of dispute after a period of twenty-four (24) months from the date of its true up to reflect the actual final amounts due.
- (b) Even if disputed, Participant shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to CMMPA (other than any dispute based upon information not reasonably available to Participant at the time required to give notice under this paragraph (b)) not later than the due date of such payment. Such notice shall identify the amount in dispute and set forth a full statement of grounds upon which such dispute is based. No adjustment shall be considered or made by CMMPA for disputed charges unless such notice is given. CMMPA shall give consideration to such dispute and shall advise Participant with regard to its position relative thereto within one hundred and twenty (120) days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference between such correct amount and the billed amount shall be properly reflected in the billing statement next submitted to Participant after such determination. The difference shall include interest payment to Participant at a rate established by the CMMPA Board from time to time.

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- (c) Paragraph (b) of this Section 6.3 shall specifically apply to any billing statement or other bill, invoice or statement rendered by CMMPA that includes costs for MISO Services paid or to be paid by CMMPA that Participant believes should not be paid or should not have been paid by CMMPA. Should CMMPA determine that Participant is correct with respect to such costs pertaining to MISO Services, CMMPA shall pursue whatever rights it may have for refund of or other redress with respect to such costs. Should CMMPA reasonably determine that Participant's position as to such costs pertaining to MISO Services is incorrect or that the potential benefit of pursuing any rights for refund or other redress with respect thereto is not worth the costs involved in pursuing such refund or other redress, then CMMPA shall not be required to take any action for such a refund or other redress unless and until Participant agrees to be fully responsible for all reasonable costs and expenses associated with such action for such refund or other redress, including CMMPA's attorney's fees and the fees of any accountants or other professionals whose services are reasonably deemed necessary by CMMPA for purposes of pursuing such refund or other redress. Notwithstanding the foregoing sentence, CMMPA shall not be required to take any action with respect to any costs pertaining to MISO Services challenged by Participant unless CMMPA determines, in its sole discretion, that reasonable grounds exist for challenging such costs.

ARTICLE 7

RECORDS AND ACCOUNTS; REPORTS

Section 7.1. Records and Accounts

- (a) CMMPA shall keep separate accurate records and accounts for the provision of MISO Services in a manner similar to the Federal Energy Regulatory Commission (FERC) Uniform System of Accounts and generally accepted accounting principles or such other system as may be reasonably approved by CMMPA. Such books and records shall be separate and distinct from CMMPA's other records and shall contain information supporting the allocation of CMMPA's indirect costs associated with the provision of MISO Services.
- (b) A firm of certified public accountants, experienced in electric utility accounting for similar organizations, to be employed by CMMPA, who may be CMMPA's regular firm of certified public accountants, shall audit such records and accounts annually. Such records and accounts and the annual report of audit, including all written comments, recommendations and reports of the accountants, shall be made available for inspection by Participant at any reasonable time at the principal office of CMMPA.

Section 7.2. Additional Information.

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The Participant agrees to supply CMMPA, upon request, with such information and documentation, including any opinions by an attorney or firm of attorneys, as CMMPA shall reasonably determine to be necessary with respect to the provision of MISO Services and the financing requirements related thereto, and other matters pertaining to the provision of MISO Services, including financial statements and other information reasonably available to allow CMMPA to respond to requests for such information from any federal, state or local regulatory body or as may be required in connection with the incurrence of indebtedness.

ARTICLE 8

CERTAIN OBLIGATIONS OF PARTICIPANT

Section 8.1. Metering.

Participant shall be under a continuing obligation to install and maintain metering sufficient to enable CMMPA to fulfill its responsibilities as an MP under the MISO TEMT. Such metering shall include real time generation-specific unit reporting

Section 8.2. Participant Rate and System Maintenance Covenant.

Participant shall establish, maintain, and collect rates and charges for the electric service of its electric system so as to provide revenues sufficient, together with available electric system reserves, to enable the Participant to pay CMMPA all amounts payable under this Agreement, all other amounts payable from and all lawful charges against or liens on the revenue of its electric system, and shall operate and maintain its electric system in a sound, businesslike manner in accordance with Prudent Utility Practice.

Section 8.3. Source of Payments.

Participant shall not be required to make payments to CMMPA under this Agreement except from the revenues and other moneys derived by Participant from its electric system. Participant hereby agrees that amounts payable by Participant under this Agreement shall be paid by the Participant as an operating expense of Participant's electric system.

Section 8.4. Participant Purchases for Resale

Participant shall not sell any of the requested MISO Services or products that were purchased by CMMPA on such Participant's behalf pursuant to this Agreement, to any customer of Participant for resale by that customer, unless the sale is specifically approved in writing by CMMPA.

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Section 8.5. Participant Cooperation.

Participant shall take no action, the effect of which would be to prevent, hinder or delay CMMPA from the timely fulfillment of its obligations under this Agreement or the MISO TEMT.

Section 8.6. Relationship to Other Instruments.

It is recognized by the Parties that CMMPA, in performing the MP functions provided for pursuant to this Agreement, must comply with the requirements of the MISO TEMT, Indebtedness Resolutions or indentures, and licenses, permits and regulatory approvals necessary for the provision of MISO Services hereinafter referred to as “Other Instruments”. It is, therefore, agreed that this Agreement is made subject to the terms and provisions of Other Instruments. It is further recognized that CMMPA may in the future be required to comply with additional Other Instruments relating to the provision of MISO Services, the term and conditions of which are not available at this time. The Participant acknowledges that in either case the terms and conditions of such Other Instruments are binding and (unless they can be amended or ameliorated) that CMMPA must comply with these Other Instruments.

Section 8.7 Participant Generation.

Participants owning generation shall be responsible for meeting applicable MISO resource adequacy, accreditation and response requirements and shall coordinate, as necessary, with CMMPA for purposes of market registration in accordance with MISO Rules and Business Practices. Such Participants shall indemnify and hold CMMPA harmless for any payments or penalties associated with failure to adhere to such requirements.

ARTICLE 9

DEFAULT

Section 9.1. Participant Failure to Pay.

- (a) Upon failure of Participant to make any payment in full when due under this Agreement or to perform any other obligation contained herein, CMMPA shall make demand upon the Participant, and if said failure is not cured within 48 hours from the date such demand is received by Participant, it shall, at the expiration of such period, constitute a default.
- (b) If Participant in good faith disputes the legal validity of said demand, it shall, nonetheless, make such payment or perform such obligation within said 48 hour period, under written protest, directed to CMMPA. Such protest shall specify the reasons upon which the protest is based.

Section 9.2. Other Participant Default.

In the event of any default by the Participant under any covenant, agreement or obligation of this Agreement, other than a failure to make a payment required to be made under this Agreement, CMMPA may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, specific performance, declaratory judgment, or any combination thereof, as may be necessary or appropriate to enforce any covenant, agreement or obligation under this Agreement against the defaulting Participant. Such remedies shall be in addition to all other remedies provided for herein.

Section 9.3. Termination of Defaulting Participant Agreement

If a default occurs pursuant to this Agreement that shall have continued for a period of thirty (30) days after written notice from CMMPA to Participant without the default having been remedied, then CMMPA may terminate this Agreement. Such termination shall not relieve the defaulting Participant of duty to compensate CMMPA for all damages or costs which CMMPA reasonably incurs due to Participant's default, including all reasonable costs associated with MISO Services provided by CMMPA to Participant as specified in this Agreement, which CMMPA cannot avoid at the time of such termination. If MISO provides notice to CMMPA of its intent to penalize CMMPA occasioned by a Participant default under this Agreement, then, upon written notice to the Participant, CMMPA may terminate this Agreement as specified above. No such termination shall absolve Participant of its obligation to make any payment due and unpaid as well as any amounts relating to services which were to be provided to such Participant under this Agreement which CMMPA cannot avoid at the time of such termination. In the event of a termination under this Section, the Participant shall be provided ninety (90) days following CMMPA's termination of this Agreement to designate a MP before the 2X rate specified in Section 3.1 shall begin to apply to the Participant.

ARTICLE 10

CMMPA OBLIGATIONS

Section 10.1. MP Activities and Requesting MISO Services.

CMMPA shall perform certain MP activities in connection with requesting MISO Services on behalf of the Participant consistent with: (i) CMMPA's then current registrations with MISO; (ii) the MISO TEMT. These MP activities shall include, but not be limited to, participation in the MISO established "Day-Ahead" and "Real time" energy markets and other MISO markets whether now established or that may be established at a future time and shall include those services and activities defined herein as MISO Services.

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Section 10.2. Continuity of Service.

- (a) In case of emergencies, CMMPA or its agent may temporarily interrupt, increase, or reduce deliveries of electric capacity and energy procured from or sold into the MISO markets, to the extent such products are offered through MISO markets, if CMMPA or its agent reasonably determines that such interruption, increase or reduction is necessary. CMMPA or its agent may also interrupt or reduce deliveries of electric capacity and energy from the MISO markets, to the extent such products are offered through MISO markets, in order to install equipment, make repairs, replacements, investigations, and inspections or to perform other maintenance work on generation or transmission facilities and apparatuses.
- (b) CMMPA shall not request, nor be liable for failure to request MISO Services under this Agreement when such failure or the cessation or curtailment or interference with the service is caused by Uncontrollable Forces.

ARTICLE 11

MISCELLANEOUS PROVISIONS

Section 11.1. Modification.

This Agreement shall not be modified, amended, or otherwise changed by agreement of the parties in any manner that will materially and adversely affect the security afforded by the provisions for the payment of the principal of and premium, if any, and interest on any of the Indebtedness, or any other obligations of CMMPA ranking pari passu therewith as to the security afforded by the provisions of this Agreement, as they respectively become payable, so long as any of the Indebtedness and such obligations are outstanding and unpaid or funds are not set aside for the payment or retirement thereof in accordance with the Indebtedness Resolution.

Section 11.2. Dispute Resolution Procedures.

- (a) To the extent that a formal written notice of a dispute is provided to CMMPA pursuant to section 6.4, above and such dispute must be resolved with MISO, then CMMPA will use its best efforts to resolve such dispute pursuant to the dispute resolution procedures provided for in MISO TEMT. CMMPA in conducting such a dispute will seek the input and guidance of Participant. Participant shall reimburse CMMPA for all of its reasonable costs associated with attempting to resolve the dispute, except in cases of negligence or willful misconduct by CMMPA.
- (b) Any dispute under this Agreement may be submitted to arbitration at the request of either CMMPA or Participant provided that the other party agrees. Within ten days

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after receipt of such a request, CMMPA and Participant shall confer and attempt to agree upon appointment of a single arbitrator. If such agreement is not accomplished, CMMPA or Participant may request the American Arbitration Association to appoint an arbitrator. The arbitrator shall conduct a hearing within thirty days thereafter, unless such time is extended by agreement of CMMPA and Participant. The arbitrator shall notify the parties of his or her decision, stating his or her reasons for such decision, in writing, and separately listing his or her findings of fact and conclusions of law. The arbitrator shall not have power to amend or add to this Agreement. Subject to such limitation, the decision of the arbitrator shall be final and binding on CMMPA and Participant except that either party may petition a court of competent jurisdiction for review of the arbitrator's decision. The pendency of arbitration shall affect neither the obligation of Participant to make any payment in full when due under this Agreement nor the obligations of this Agreement upon the failure of Participant to make any payment in full when due under this Agreement. The prevailing party of a disputed matter shall be entitled to recover from the other party its reasonable legal fees and other costs of arbitration and court proceedings.

Section 11.3. Assignment.

This Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties to this Agreement; provided, that neither this Agreement, or any interest or rights conferred herein, shall be assigned or transferred or sold by Participant, including in connection with any sale, transfer or other disposition of Participant's system (i) without the written consent of CMMPA which consent shall not be unreasonably withheld, nor (ii) if in the opinion of counsel to CMMPA such assignment or transfer or sale would adversely affect the exemption, if any, from Federal income taxation of the interest on the Indebtedness. In the event of a proposed assignment, transfer, sale, or other disposition of the Participant's system, the Participant shall provide timely notification to CMMPA, and CMMPA and the Participant will establish an agreeable schedule for CMMPA and its counsel to respectively address the requirements of clause (i) and (ii) of the preceding sentence. No such assignment, transfer, sale or other disposition shall relieve the Participant of any obligation hereunder. Notwithstanding the foregoing provisions in this section of the Agreement, any assignment, transfer, sale or other disposition shall be consistent with CMMPA's rights pursuant to agreements that CMMPA has entered into to acquire MISO Services. The parties shall seek to reasonably facilitate transfers among Participants, to entities related to Participant, to other municipal entities and municipal power agencies and like entities.

Section 11.4. Notice.

Any notice, demand, approval, proposal, protest, direction or request provided for in this Agreement may be delivered in writing by facsimile transmittal, e-mail, US mail, or in person, given or made to Participant and shall be deemed delivered, given, or made when

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delivered in writing by fax transmission, e-mail, in person, or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the person and at the address designated in writing filed with CMMPA by Participant. Participant may change such designation, at any time and from time to time, by giving notice to CMMPA as below provided. Any such notice, demand or request to be delivered, given or made to CMMPA shall be deemed delivered, given or made if delivered in writing, in person, or sent by certified mail as above provided to the following address:

Chief Executive Officer
Central Minnesota Municipal Power Agency
7550 Corporate Way Suite 100
Eden Prairie, Minnesota 55344

With a copy to:
Richard A. Heinemann, General Counsel
Boardman & Clark, LLP
1 South Pinckney Street
Madison, WI 53701-0927

Section 11.5. Liability and Indemnification.

Each party hereto expressly agrees to indemnify, defend and save harmless the other party against all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees and all other obligations by or to third parties, arising out of or resulting from MISO Services requested pursuant to this Agreement or MISO TEMA, except in cases of negligence or willful misconduct of the other party, its agents, servants, or employees; provided, however, that neither party shall be responsible for damage or injury to employees of the other party whenever the other party's employees are on the first party's premises. Further, this Agreement creates no contractual relationship with a customer of another party, nor does it create any third party beneficiaries.

Section 11.6. Waivers.

- (a) Any waiver at any time by either Party of its rights with respect to a default or any matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any subsequent default or matter.
- (b) Consequential Damages. Participant confirms that the express remedies and measures or damages provided for in this Agreement satisfy the essential purposes hereof. For breach of any provision for which an express remedy or measure of damages is provided, such express remedy or measure of damages shall be the sole and exclusive remedy, the party's liability shall be limited as set forth in such provision and all other remedies or damages at law or in equity are waived. If no

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remedy or measure of damages is expressly herein provided, the party's liability shall be limited to direct actual damages only, such direct actual damages shall be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived. Unless expressly herein provided, neither Party shall be liable for any consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the Parties that the limitations herein imposed on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any Party, whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid hereunder are liquidated, the Parties acknowledge that the damages are difficult or impossible to determine, otherwise obtaining an adequate remedy is inconvenient and the liquidated damages constitute a reasonable approximation of the estimated harm or loss.

- (c) The failure of either Party hereto to enforce at any time any provisions of this Agreement or to require at any time performance by the other Party hereto of any of the provisions hereof shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Agreement or the right of such Party, thereafter, to enforce each and every provision hereof.
- (d) Participant agrees to hold harmless, indemnify, release, waive, discharge, covenant not to sue and release from all liability CMMPA, its members, employees, officials and agents for any and all costs, losses, damages, claims, settlements, charges, fees or demands (Losses) arising from, in connection with, caused by or resulting from CMMPA's performance of responsibilities under this Agreement, including responsibilities performed on CMMPA's behalf by its members, employees, officials and agents, and CMMPA's designated vendors for the procurement of FTRs and ARRs, except in cases of gross negligence or intentional wrongdoing by CMMPA, its members, employees, officials, agents, or designated vendors.

Section 11.7. Applicable Law

This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Minnesota, except with respect to matters for which Iowa municipal entities cannot waive the applicability of Iowa law or consent to the law of another jurisdiction including matters pertaining to the status of Participant as a municipal entity such as the Iowa Open Records law, all of which shall be governed by Iowa law.

Section 11.8. Severability.

If any section, paragraph, clause or provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall

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remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein. However, the parties shall attempt to negotiate provisions that reasonably substitute for the invalid provision in order to place the parties in the position that they would have been had the stricken clause or provision not been found invalid.

Section 11.9. No Adverse Distinction

The terms, conditions and provisions of this Agreement shall apply to all Participants that execute a CMMPA/Participant Market Participant Agreement with CMMPA and CMMPA shall not make any unreasonable adverse distinction among Participants that are provided MISO Services through CMMPA.

Section 11.10. Duly Authorized Signatories; Binding Effect of Execution.

CMMPA as to its signatory and the Participant as to its signatory each hereby represents and warrants that the person executing this Agreement on its respective behalf is duly authorized to do so, and that, by such execution set forth on the following page of this Agreement, such party is hereby duly and lawfully bound by this Agreement.

Section 11.11. Additional Services,

Participant may be eligible to request additional services from CMMPA. Any such services shall be memorialized in a separate written agreement fully authorized and executed by the Parties. To the extent such additional services require an adjustment to the costs of MISO Services under this Agreement, such adjustment shall be memorialized in a rider to this Agreement.

RESTATED AND AMENDED MARKET PARTICIPANT AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the

_____ day of _____, 20__.

CENTRAL MINNESOTA MUNICIPAL POWER AGENCY

By: _____

Title: President

By: _____

Title: Secretary

ELDRIDGE ELECTRIC UTILITY

By: _____

Title:

By: _____

Title:

ATTACHMENT A
MONTHLY MARKET PARTICIPANT COSTS

“Monthly Market Participant Costs” shall mean all of CMMPA's costs net of revenue/credits associated with CMMPA performing the MP activities and requesting MISO Services on the Participant’s behalf. Such costs shall include, but are not limited to, the items of cost that are paid or incurred by CMMPA during each month of each Contract Year in connection with requesting MISO Services and are identified in this Attachment A.

- (a) Amounts paid by CMMPA to MISO for standard MISO Services, as defined in Article 2, above, including all amounts billed to CMMPA by MISO for such services;
- (b) Such other costs as may be reasonably determined by CMMPA, including costs that may be assigned to Participant for requested MISO Services (e.g. services for establishing new nodal points for data centers or other large customers, when such services are provided for under the Agreement);
- (c) Amounts to establish MISO deposits or security requirements or working capital requirements, including amounts to repay any borrowings for such requirements. A sample calculation of such deposit requirements is included as Schedule 1 to this Attachment.
- (d) Costs associated with the provision of the following Scheduling Services:
 - 1. MISO Registration and Commercial Model Registration;
 - 2. Acquisition of Real Time Load Data via SCADA;
 - 3. Load Forecasting;
 - 4. Day Ahead Load Bid Submittal;
 - 5. MISO Module E – capacity administration;
 - 6. Financial Scheduling of Bilateral Purchases;
 - 7. Tags for Physical Imports into and Exports out of MISO;
 - 8. Generation Offers and Self-Generation Schedules;
 - 9. MISO Settlement Reconciliation and Shadow Settlements;
 - 10. Detailed MISO Billing Summaries;
 - 11. Meter Data Management Agent (MDMA) Services;
 - 12. Local Security Administrator (LSA) Services;
 - 13. Transmission Reservations;
 - 14. Web Interface and MISO Alerts, as applicable;
 - 15. Archiving of Historical Data and Query Capability; and
 - 16. Designated transmission agent for securing transmission service.
- (e) Administration of FTRs and ARRs and pass through of any related thirty-party costs.

SCHEDULE 1

Schedule of credit support calculation and procedure

See Attached

Schedule 1 MISO collateral calculation

Initial MISO credit requirements will be calculated using the MISO provided 'Initial Credit Requirement Worksheet'.

Example:

Updated January 2025



Initial Credit Requirement Worksheet [Enter Company Name Here]

Directions: Enter Company Name, then choose "Yes" or "No" from the dropdown for each question and fill in the blanks based on expected volume. Once completed, send to MISO Credit as PDF. (Select "File" - "Share" - "Email" - "Send as PDF")

MVP	1) Is your Market Participant a Load Serving Entity that will withdraw energy in MISO North or Central?	PICK (Y/N)
	a) If Yes, what is your estimated net actual energy withdrawals (MWs) in MISO North or Central for the peak month over the next year, including GFAs and thru-schedules or exports.	4,844.0
	Multi-Value Projects (MVP/Schedule 26-A) collateral requirement:	\$14,693.47
<small>Formula: Peak Monthly MW x (50days/30days) x \$1.62 indicative MVP usage rate</small>		
TRANSMISSION	2) Will you be purchasing any transmission from MISO?	PICK (Y/N)
	a) If Yes, what is your monthly estimated peak load for Network Integrated Transmission Service (NITS)?	11.1
	b) If Yes, what is your monthly estimated amount of reserved Capacity for Point-To-Point (P2P) Transmission Service sinking within the MISO footprint?	0.0
	c) If Yes, what is your monthly estimated amount of reserved Capacity for Point-To-Point (P2P) Transmission Service sinking outside of the MISO footprint?	0.0
Transmission collateral requirement:		\$78,897.92
<small>Formula: MWs x 1.66 months x \$4,281.68 average NITS/P2P price per MW</small>		
DEMAND	3) Do you have any wholesale or retail load requirements or demand obligations?	PICK (Y/N)
	a) If Yes, what is the estimated peak load in megawatts?	11.1
	Demand collateral requirement:	\$183,016.80
<small>Formula: MW Load x 600 hrs per month x \$27.48 average DA price</small>		
RAA	7) Will you be active in the Resource Adequacy Auction (RAA)?	PICK (Y/N)
	a) If Yes, how many Zonal Resource Credits (in MWs) will you need to procure for Zone 5 (AMMO, CWLD)?	0.0
	b) If Yes, how many Zonal Resource Credits (in MWs) will you need to procure for all Zones other than 5?	3.5
RAA collateral requirement:		\$1,260.00
<small>Formula: ZRCs needed x auction clearing price per ZRC per day in the last annual auction (\$15.00, except for Zone 5, which is \$713.61) x 24 day exposure window</small>		
SUMMARY	Multi-Value Projects (MVP)	\$14,693
	Transmission	\$78,898
	Demand/Load	\$183,017
	Supply/Generation	\$0
	Virtuals	\$0
	FTR	\$0
	RAA (Resource Adequacy Auction)	\$1,260
	ARC (Aggregator of Retail Customers)	\$0
Total Collateral Requirement		\$277,868

Alternatively, MISO settlement based monthly billing data can be used by scaling to the appropriate credit exposure periods which are 25 days for Energy market costs and 1.66 months for transmission costs.

Example:

	Month Totals	MISO Credit Exposure Period	
Energy	\$380,525.55	25 days	\$306,875.44
Transmission	\$57,066.09	1.66 months	\$94,729.71
Admin	\$7,417.39	0	\$0.00
			\$401,605.15
		MISO Capacity Adjustment	(\$26,027.20)
			\$375,577.95

Calculation of CMMPA Credit Support Obligations

The amount of CMMPA Credit Support Obligations is to be determined in accordance with Article 5 of the Agreement using the one month average of the most recent 36 months of billing costs immediately preceding such calculation.

Example:

<u>Average Monthly Billing</u>	
	Eldridge
3-yr Total Billing	\$5,715,242.34
2023 Average	\$142,260.63
2024 Average	\$131,553.81
2025 Average	\$202,455.76
3-yr Average	\$158,756.73

Total Collateral Calculation/Requirement

In accordance with Article 5 of the Agreement, Total Collateral requirements are equal to the total of MISO Collateral plus CMMPA Credit Support Obligations (one month average of the most recent 36 months of billing costs immediately preceding such calculation)

MISO Collateral:	\$375,577.95
CMMPA Credit Support Obligation:	<u>\$158,756.76</u>
Total Collateral	\$534,334.68
Current Deposit	\$309,000.00
Amount Due to CMMPA	\$225,334.68

CMPAS reserves the right to adjust CMMPA Credit Support Obligations up or down in accordance with the terms specified in Article 5 and Schedule 1 of this Agreement based on changes to market prices which are ultimately driven by changes in weather conditions, gas prices, load additions or subtractions, and capacity auction prices among others. These changes will only occur when necessary, are not expected to be frequent, and will not occur more frequently than once per contract year unless circumstances dictate otherwise as detailed in Section 5.1(c) of the Agreement.

ATTACHMENT B

MONTHLY INVOICE TEMPLATE

See Attached

4903-5826-5229-4\10441-002

PWSCode	PWSName	FacilityID	FacilityName	SamplePointID	SamplePointName	SamplePointType	
SamplingEvent	AnalysisDate	Comment	SampleID	CollectionDate	MethodCode	Analyte	ResultMeasure
MinimumReportingLevel	AnalyteStatus						
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.		
EP SE1 202506	129645P 6/3/2025	EPA 200.7	lithium	<MRL	9	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.		
EP SE1 202506	132767R 8/27/2025	EPA 533 11CI-PF3OUdS		<MRL	0.005	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.		
EP SE1 202506	132767R 8/27/2025	EPA 533 4:2 FTS		<MRL	0.003	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.		
EP SE1 202506	132767R 8/27/2025	EPA 533 6:2 FTS		<MRL	0.005	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.		
EP SE1 202506	132767R 8/27/2025	EPA 533 8:2 FTS		<MRL	0.005	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.		
EP SE1 202506	132767R 8/27/2025	EPA 533 9CI-PF3ONS		<MRL	0.002	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.		
EP SE1 202506	132767R 8/27/2025	EPA 533 ADONA		<MRL	0.003	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.		
EP SE1 202506	132767R 8/27/2025	EPA 533 HFPO-DA		<MRL	0.005	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.		
EP SE1 202506	132767R 8/27/2025	EPA 533 NFDHA		<MRL	0.02	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.		
EP SE1 202506	132767R 8/27/2025	EPA 533 PFBA		<MRL	0.005	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.		
EP SE1 202506	132767R 8/27/2025	EPA 533 PFBS		<MRL	0.003	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.		
EP SE1 202506	132767R 8/27/2025	EPA 533 PFDA		<MRL	0.003	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.		
EP SE1 202506	132767R 8/27/2025	EPA 533 PFDoA		<MRL	0.003	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.		
EP SE1 202506	132767R 8/27/2025	EPA 533 PFEESA		<MRL	0.003	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.		
EP SE1 202506	132767R 8/27/2025	EPA 533 PFHpA		<MRL	0.003	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.		
EP SE1 202506	132767R 8/27/2025	EPA 533 PFHpS		<MRL	0.003	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.		
EP SE1 202506	132767R 8/27/2025	EPA 533 PFHxA		<MRL	0.003	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.		
EP SE1 202506	132767R 8/27/2025	EPA 533 PFHxS		<MRL	0.003	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.		
EP SE1 202506	132767R 8/27/2025	EPA 533 PFMBA		<MRL	0.003	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.		
EP SE1 202506	132767R 8/27/2025	EPA 533 PFMPA		<MRL	0.004	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.		
EP SE1 202506	132767R 8/27/2025	EPA 533 PFNA		<MRL	0.004	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.		
EP SE1 202506	132767R 8/27/2025	EPA 533 PFOA		<MRL	0.004	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.		
EP SE1 202506	132767R 8/27/2025	EPA 533 PFOS		<MRL	0.004	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.		
EP SE1 202506	132767R 8/27/2025	EPA 533 PFPeA		<MRL	0.003	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.		

EP SE1 202506	132767R 8/27/2025	EPA 533 PFPeS <MRL 0.004	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE1 202506	132767R 8/27/2025	EPA 533 PFUnA <MRL 0.002	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE1 202506	129645P 6/3/2025	EPA 537.1 NEtFOSAA <MRL 0.005	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE1 202506	129645P 6/3/2025	EPA 537.1 NMeFOSAA <MRL 0.006	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE1 202506	129645P 6/3/2025	EPA 537.1 PFTA <MRL 0.008	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE1 202506	129645P 6/3/2025	EPA 537.1 PFTrDA <MRL 0.007	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 200.7 lithium <MRL 9	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 533 11Cl-PF3OUdS <MRL 0.005	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 533 4:2 FTS <MRL 0.003	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 533 6:2 FTS <MRL 0.005	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 533 8:2 FTS <MRL 0.005	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 533 9Cl-PF3ONS <MRL 0.002	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 533 ADONA <MRL 0.003	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 533 HFPO-DA <MRL 0.005	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 533 NFDHA <MRL 0.02	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 533 PFBA <MRL 0.005	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 533 PFBS <MRL 0.003	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 533 PFDA <MRL 0.003	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 533 PFDoA <MRL 0.003	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 533 PFEESA <MRL 0.003	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 533 PFHpA <MRL 0.003	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 533 PFHpS <MRL 0.003	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 533 PFHxA <MRL 0.003	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 533 PFHxS <MRL 0.003	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 533 PFMBA <MRL 0.003	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 533 PFMPA <MRL 0.004	PWS/EPA Approved
IA8230008	ELDRIDGE WATER SUPPLY	03 ELDRIDGE WATER SUPPLY	03 505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 533 PFNA <MRL 0.004	PWS/EPA Approved

IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 533 PFOA	<MRL 0.004	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 533 PFOS	<MRL 0.004	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 533 PFPeA	<MRL 0.003	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 533 PFPeS	<MRL 0.004	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 533 PFUnA	<MRL 0.002	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 537.1	NEtFOSAA <MRL	0.005	PWS/EPA
Approved					
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 537.1	NMeFOSAA <MRL	0.006	PWS/EPA
Approved					
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 537.1	PFTA <MRL 0.008	PWS/EPA Approved	
IA8230008	ELDRIDGE WATER SUPPLY	03	ELDRIDGE WATER SUPPLY	03	505 W. DONAHUE ST.
EP SE2 202512	134860P 12/11/2025	EPA 537.1	PFTTrDA <MRL 0.007	PWS/EPA Approved	



February 10, 2026

City of Eldridge
Water Works Department
305 N 3rd Street
Eldridge, IA 52748

Attn: Mr. Cegan Long, Water Treatment & Distribution Superintendent
Re: Well #4

Dear Cegan,

The following is regarding Well #4. The pumping equipment has been removed, the well was televised and we found the well to be 440 feet deep. Viewing the televising footage, it appears the sluffing formation is coming from the area below the casing at 218 to 248 feet. If the well is 480 feet, there is approximately 40 feet of shale at the bottom. The material appears to be very soft and liquified.

I am somewhat surprised that the shale doesn't become an issue in your treatment process when it softens up and sluffs off. I assume we should remove the material that has been released so it doesn't continue to build up.

The vertical turbine pumping equipment has been removed and inspected. The vertical turbine pump along with the vertical hollow shaft motor will need rebuilt. The column pipe is all in good shape and will not require replacement. The line shaft removed is carbon steel which will require replacement. I am providing a price for stainless steel to eliminate replacing it every time it is removed.

The following are the costs associated with repairing Well #4.

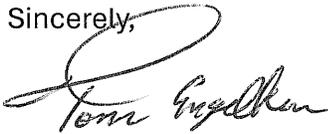
Eldridge Well #4 Repairs

- | | |
|---|--------------|
| 1. 18 – 1-1/4" x 10' stainless steel line shaft at \$565.11 each | \$ 10,171.98 |
| 2. 2 – 1-1/4" x 5' stainless steel line shaft at \$341.50 each | \$ 683.00 |
| 3. 20 – 1-1/4" stainless steel line shaft couplings at \$65.00 each | \$ 1,300.00 |

4. 20 – 1-1/4” x 1-3/8” stainless steel sleeves at \$112.80 each	\$ 2,256.00
5. 20 – 1-3/8” rubber line shaft bearings at \$44.55 each	\$ 891.00
6. 4 – 10H bronze wear rings at \$298.25 each	\$ 1,193.00
7. 7 – 10H bronze bowl bearings at \$106.65 each	\$ 746.55
8. 1 – 10H-4 stage stainless steel bowl shaft	\$ 984.80
9. 1 – 1-1/4” stainless steel intermediate shaft	\$ 707.30
10. One 10” x 10’ epoxy coated tail pipe with cone strainer	\$ 1,851.00
11. One packing gland bearing and packing rings	\$ 170.00
12. 2 – 1” x 12” stainless steel nipples and breathers	\$ 420.00
13. Motor repair due to bearing failure, disassemble machine and sleeve bearing housings, clean and bake windings, PDMA/Baker testing, precision balance rotor and armature, install new bearing, machine and polish shaft bearing surface, reassemble and test	\$ 3,552.40
14. Altitude tubing	\$ 161.50
15. Miscellaneous material: 3M electrical splice kits, 2” pipe wrap, gland gasket, base gasket, etc.	\$ 450.00
16. Machine shop labor to disassemble 4-stage vertical turbine pump, remove and replace bowl bearings and wear rings, machine impeller skirts to accommodate new wear rings, remove and replace rubber line shaft bearing, install line shaft sleeves, reassemble turbine pump, sandblast and paint bowl assembly and discharge head, remove and replace stuffing box bearing and packing rings, 37 hours at \$115.00 per hour	\$ 4,255.00
17. Field labor to bail accumulation from Well #4, estimate 16 hours at \$325.00 per hour	\$ 5,200.00
18. Field labor for three-man field crew with 25-ton service rig to install pumping equipment, 18 hours at \$365.00 per hour	\$ 6,570.00
19. Chlorinate well with 2,000-gallon solution and chlorine stabilizer, flush well and test	\$ 2,200.00
20. Estimated freight charges	\$ 650.00
Total cost for the above	\$ 44,413.53

Cegan, please let me know if you have any questions.

Sincerely,



Tom Engelken

Sales Representative



Discharge base packing box area



Discharge base



Discharge base with breather ports



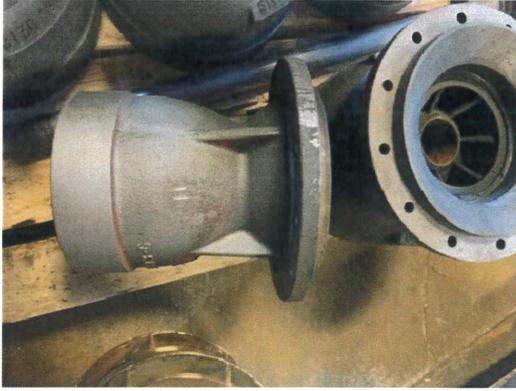
Bowl shaft fracture



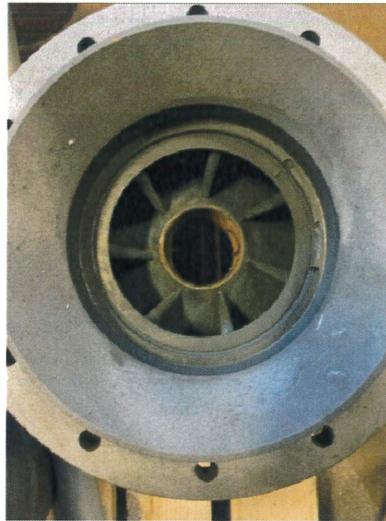
Intermediate bowls and impellers



Bowl shaft with bearing surface wear



Suction case



Intermediate bowl and bowl bearing



Bronze impeller



Discharge bowl with removed bowl bearing



Column spiders



Column spiders with bearing inserts removed



RIVER CITIES
ENGINEERING
ELECTRICAL DESIGN | CONSTRUCTION

POWERED BY PERFORMANCE.

323 Research Parkway
Davenport, IA 52806
563 386 4777
rivercities.us

2026 Rate Schedule

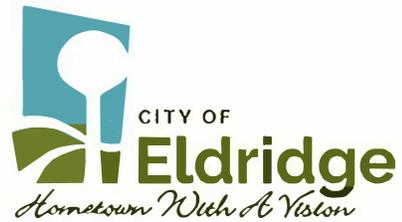
Engineering and Technical Services				
Labor Class	Regular	Overtime	Sunday/Holiday	After Hours Support
Project Engineer I	\$ 154.00	\$ 231.00	\$ 308.00	\$1200 Minimum
Project Engineer II	\$ 164.00	\$ 246.00	\$ 328.00	\$1300 Minimum
Project Engineer III	\$ 172.00	\$ 258.00	\$ 344.00	\$1400 Minimum
Electrical Design Engineer	\$ 176.00	\$ 264.00	\$ 352.00	\$1400 Minimum
Professional Engineer	\$ 210.00	\$ 315.00	\$ 420.00	\$1700 Minimum
Electrical Engineering Technician	\$ 136.00	\$ 204.00	\$ 272.00	\$1100 Minimum

Electrical Construction Services				
Labor Class	Regular	Overtime	Sunday/Holiday	After Hours Support
Project Supervisor	\$ 106.00	\$ 159.00	\$ 212.00	\$900 Minimum
Foreman	\$ 104.00	\$ 156.00	\$ 208.00	\$900 Minimum
Journeyman Electrician	\$ 100.00	\$ 150.00	\$ 200.00	\$800 Minimum
Apprentice Electrician II	\$ 84.00	\$ 126.00	\$ 168.00	\$700 Minimum
Apprentice Electrician I	\$ 78.00	\$ 117.00	\$ 156.00	\$700 Minimum
Control Panel Technician	\$ 88.00	\$ 132.00	\$ 176.00	\$700 Minimum
Controls Technician	\$ 136.00	\$ 204.00	\$ 272.00	\$1100 Minimum
Data Communications Technician	\$ 100.00	\$ 150.00	\$ 200.00	\$800 Minimum

1. Overtime will be billed after 40 hours worked per week per site, or after 8 hours worked per day per site if 40 hours is not reached for a particular week at the same site.
2. Overtime will be billed for work completed on Saturdays, and outside the hours of 8am to 5pm on weekdays. Double-time will be billed for work completed on Sundays and Holidays.
3. After hours support applies to Saturdays, Sundays, Holidays, and outside the hours of 8am to 5pm on weekdays.
4. River Cities Engineering's recognized Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Holidays that fall on a Saturday are observed on the previous Friday, and Holidays that fall on a Sunday are observed on the succeeding Monday.

City of Eldridge

Resident Notice



Questionnaire

Property Address: 3201 25th Ave S.

Property Owner Name: C. McCURRISON

Resident Contact Phone Number: 503-529-6867

Does your property currently have a sump pump? Yes No

If yes, please clearly mark on the map on the following page approximately where your sump currently outlets and check the box that best describes its location.

Back Yard Side Yard Front Yard
 Edge of street Into a storm sewer Other
 → S.E. CORNER OF HOUSE

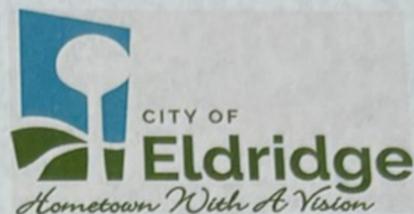
If the City installed a city owned water main along your street, would you have interest in connecting to City water? Yes No

Any Additional Relevant Comments:

THANK YOU FOR SOLICITING RESIDENT INPUT.

City of Eldridge

Resident Notice



Questionnaire

Property Address: 3204 S. 25th Ave.

Property Owner Name: Darrin Guffey

Resident Contact Phone Number: (563) 529-3960

Does your property currently have a sump pump? Yes No

If yes, please clearly mark on the map on the following page approximately where your sump currently outlets and check the box that best describes its location.

Back Yard Side Yard Front Yard
 Edge of street Into a storm sewer Other

If the City installed a city owned water main along your street, would you have interest in connecting to City water? Yes No

Any Additional Relevant Comments:

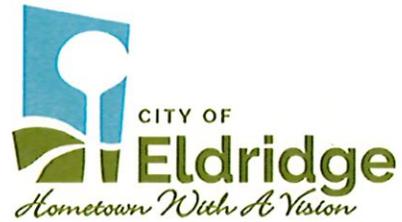
Mayor Scott Campbell
Councilman Adrian Blackwell

Councilman Jeff Ashcraft

Councilman Ryan Iossi
Councilman Brian Dockery

City of Eldridge

Resident Notice



Questionnaire

Property Address: 3208 S 25th Ave

Property Owner Name: Jeff & Erin Lopshik

Resident Contact Phone Number: 563 940 2414 563 212 7572

Does your property currently have a sump pump? Yes No

If yes, please clearly mark on the map on the following page approximately where your sump currently outlets and check the box that best describes its location.

Back Yard Side Yard Front Yard

Edge of street Into a storm sewer Other

into ditch

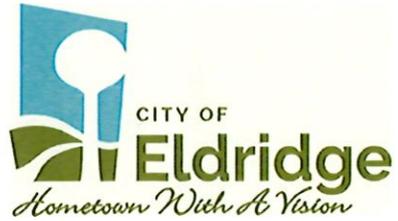
If the City installed a city owned water main along your street, would you have interest in connecting to City water? Yes No

Any Additional Relevant Comments:

*I city water is instalad will be able to keep our well hooked up for the outside water faucet?
when will the project be started and finish?*

City of Eldridge

Resident Notice



Questionnaire

Property Address: 3216 S. 25th Ave

Property Owner Name: Kenny + Holly Bartley

Resident Contact Phone Number: 319 470 1930

Does your property currently have a sump pump? Yes No

If yes, please clearly mark on the map on the following page approximately where your sump currently outlets and check the box that best describes its location.

Back Yard Side Yard Front Yard
 Edge of street Into a storm sewer Other

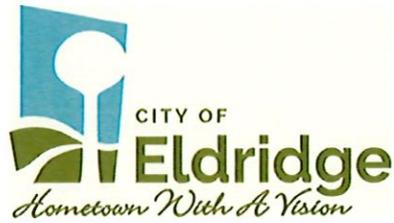
If the City installed a city owned water main along your street, would you have interest in connecting to City water? Yes No

Any Additional Relevant Comments:

cost?

City of Eldridge

Resident Notice



Questionnaire

Property Address: 3219 S 25TH AVE

Property Owner Name: FLOYD & LORETTA SPENCER

Resident Contact Phone Number: 563-650-3388 OR 563-650-1663

Does your property currently have a sump pump? Yes No

If yes, please clearly mark on the map on the following page approximately where your sump currently outlets and check the box that best describes its location.

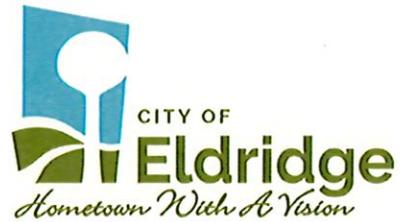
Back Yard Side Yard Front Yard
 Edge of street Into a storm sewer Other

If the City installed a city owned water main along your street, would you have interest in connecting to City water? Yes No

Any Additional Relevant Comments:

City of Eldridge

Resident Notice



Questionnaire

Property Address: 3204 S 26th Ave

Property Owner Name: Sara Yarbrough

Resident Contact Phone Number: 319 360 9657

Does your property currently have a sump pump? Yes No

If yes, please clearly mark on the map on the following page approximately where your sump currently outlets and check the box that best describes its location.

Back Yard Side Yard Front Yard

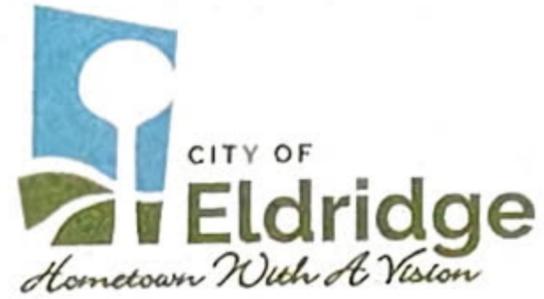
Edge of street Into a storm sewer Other

If the City installed a city owned water main along your street, would you have interest in connecting to City water? Yes No

Any Additional Relevant Comments:

City of Eldridge

Resident Notice



Questionnaire

Property Address: 3207 S. 26th Ave

Property Owner Name: Richard & Janice Eaton

Resident Contact Phone Number: 563-357-8784

Does your property currently have a sump pump? Yes No

If yes, please clearly mark on the map on the following page approximately where your sump currently outlets and check the box that best describes its location.

Back Yard Side Yard Front Yard
 Edge of street Into a storm sewer Other

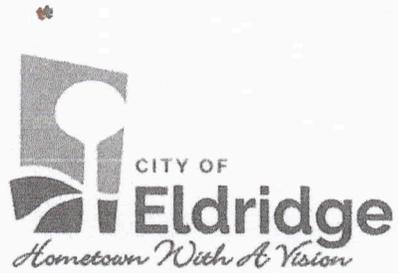
If the City installed a city owned water main along your street, would you have interest in connecting to City water? Yes No

Any Additional Relevant Comments:

Depending on fees, other out-of-pocket costs.

City of Eldridge

Resident Notice



Questionnaire

Property Address: 3208 S. 26th Ave

Property Owner Name: John + Jody Mason

Resident Contact Phone Number: 563-340-2381

Does your property currently have a sump pump? Yes No

If yes, please clearly mark on the map on the following page approximately where your sump currently outlets and check the box that best describes its location.

- Back Yard Side Yard Front Yard
 Edge of street Into a storm sewer Other

If the City installed a city owned water main along your street, would you have interest in connecting to City water? Yes No

Any Additional Relevant Comments:

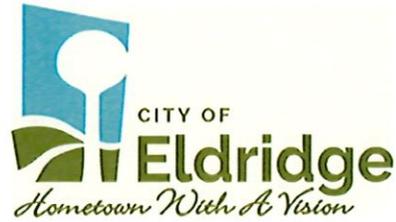
Mayor Scott Campbell
Councilman Adrian Blackwell

Councilman Jeff Ashcraft

Councilman Ryan Iossi
Councilman Brian Dockery

City of Eldridge

Resident Notice



Questionnaire

Property Address: 3212 S. 26th Ave

Property Owner Name: Fred + Martha Van Hoosier

Resident Contact Phone Number: 563-285-9695

Does your property currently have a sump pump? Yes No

If yes, please clearly mark on the map on the following page approximately where your sump currently outlets and check the box that best describes its location.

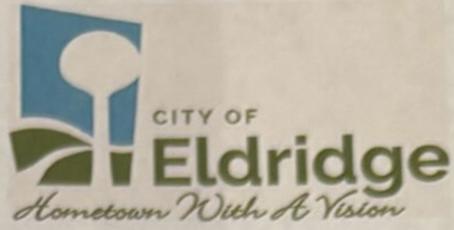
^{septic tank} Back Yard Side Yard Front Yard
 Edge of street Into a storm sewer Other

If the City installed a city owned water main along your street, would you have interest in connecting to City water? Yes No

Any Additional Relevant Comments:

City of Eldridge

Resident Notice



Questionnaire

Property Address: 3214 S. 26th AVE

Property Owner Name: WILLIAM STRATMAN

Resident Contact Phone Number: _____

Does your property currently have a sump pump? Yes No

If yes, please clearly mark on the map on the following page approximately where your sump currently outlets and check the box that best describes its location.

Back Yard Side Yard Front Yard
 Edge of street Into a storm sewer Other

If the City installed a city owned water main along your street, would you have interest in connecting to City water? Yes No *MAYBE*

Any Additional Relevant Comments:

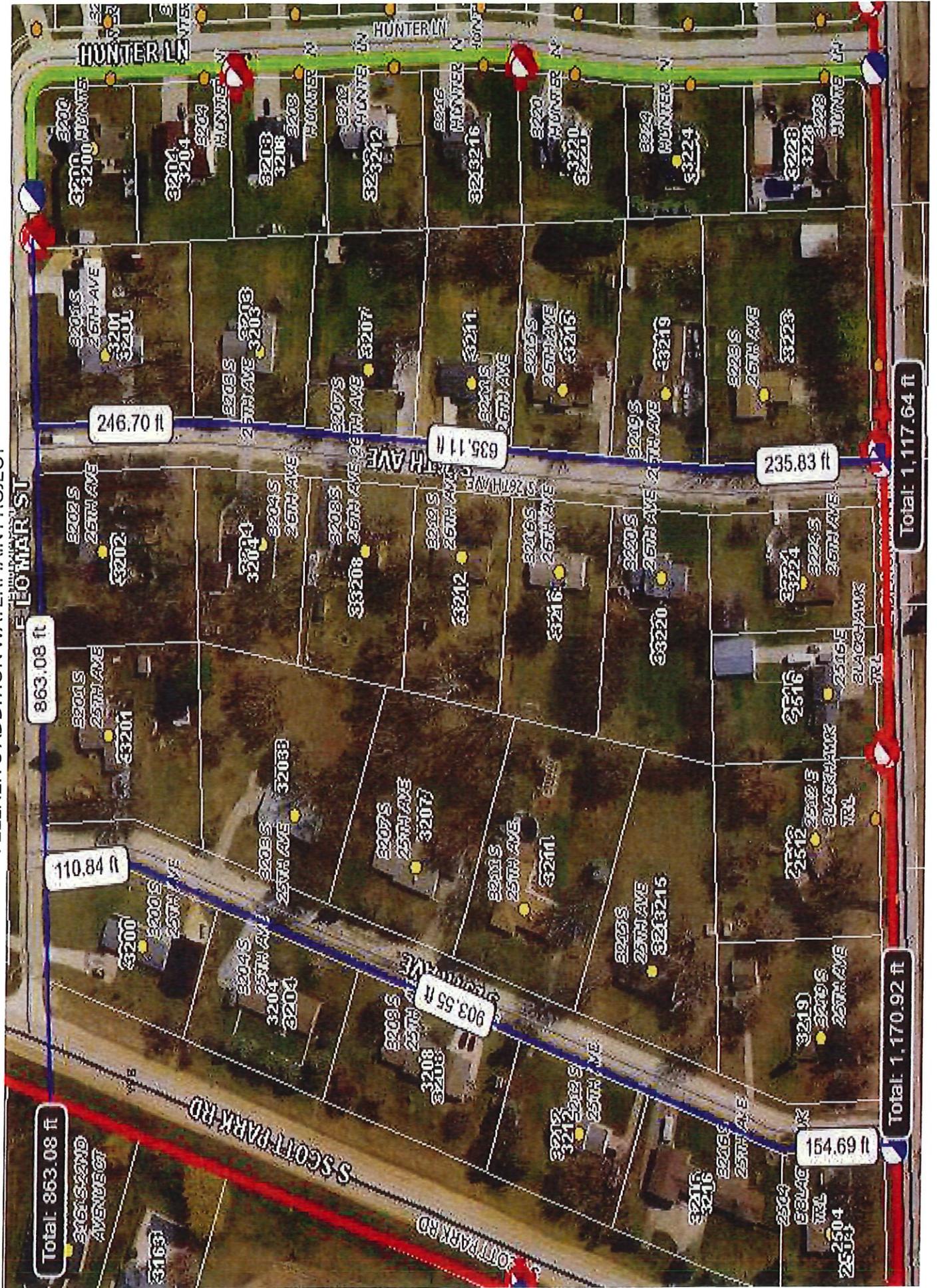
** DEPENDS UPON RATES & COST ASSOCIATED w/ HOOK UP.*

ott Campbell
an Adrian Blackwell

Councilman Jeff Ashcraft

Councilman Ryan Iossi
Councilman Brian Dockery

FELLNER'S ADDITION WATERMAIN PROJECT



FELLNER'S ADDITION WATERMAIN PROJECT

- 8 INCH DUCTILE IRON PIPE = \$45.30
- 8" D.I.P. LOMAR EXTENSION = \$39,093.90
 - ROUGHLY 863 FEET
- 8" D.I.P. S 25TH AVE EXTENSION = \$53,046.30
 - ROUGHLY 1,171 FEET
- 8" D.I.P. S 26TH AVE EXTENSION = \$50,645.40
 - ROUGHLY 1,118 FEET
- TOTAL PIPE ROUGH COST = \$142,785.60
- 8" KENNEDY GATE VALVE = \$1,651.39
 - THREE VALVES PER TEE
 - MORE CONTROL OF DISTRIBUTION SYSTEM
 - LESS HOMES AFFECTED BY WATER MAIN BREAKS
 - FEWER VALVES REQUIRED TO SHUT TO SECTION BROKEN MAINS
 - 15 VALVES = \$24,770.85
- TOTAL ROUGH COST FOR PIPE & VALVES = \$167,556.45
- 8" C-900 PVC = \$18.85 PER FOOT (REFERENCE ONLY FOR FUTURE DISCUSSION)
 - \$16,267.55 LOMAR
 - \$22,073.35 S 25TH AVE
 - \$21,074.30 S 26TH AVE
 - TOTAL C-900 PVC = \$59,415.20
 - C-900 & VALVES = \$84,186.05



Eldridge, Iowa

Inspection Report:
81,000-Gallon Capacity
Detention Tank

Prepared by:



KLM Engineering, Inc.

1976 Wooddale Drive, Suite 4 | Woodbury, MN 55125
651.773.5111 | www.klmengineering.com

November 2025

Project No 5383-25

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APPENDIX A: Photographs

APPENDIX B: Inspection and Evaluation Methods

1.0| PROJECT INFORMATION

KLM Project No.:	5383-25	Customer P.O. Number:	n/a
Tank Owner:	Eldridge, Iowa	Phone:	563-285-4841
Street/City/State/Zip:	305 North 3rd Street, Eldridge, IA 52748		
Owner Contact:	Cegan Long, Water Superintendent		
Tank Designation:	Detention Tank		
Tank Description:	Ground Storage Reservoir		
Tank Location:	505 West Donahue Street, Eldridge, IA 52748		
Capacity:	81,000 gallons		
Type of Construction:	Welded	Construction Drawings:	Unavailable to KLM
Manufacturer:	Unknown	Construction Date:	Unknown
Serial No.:	Unknown	Design Code:	AWWA D100
Tank Diameter:	~24 feet		
Tank Height:	Overall ~30 feet		
Height to:	HWL ~24 feet	LWL	Grade
Purpose of Inspection:	Condition Assessment		
Date of Inspection:	October 30, 2025		
Inspected By:	Mason Odone and Ashton Alford		
Type of Inspection:	KLM Standard ROV Evaluation		
Previous Inspection Records:	None available to KLM		

EXISTING COATING INFORMATION

	<u>Interior Wet</u>	<u>Exterior</u>
Date Last Coated	Unknown	Unknown
Full or Spot Repair	Full	Full
Coating Contractor	Unknown	Unknown
Surface Preparation	Blast	Blast
Paint System	Epoxy	Acrylic
Paint Manufacturer	Unknown	Unknown

Eldridge, Iowa

81,000-GALLON CAPACITY DETENTION TANK

2.0| REFERENCES

The tank interior and exterior areas were evaluated in conformance with the following:

- a. KLM Engineering, Inc. Proposal.
- b. General guidelines of AWWA Manual M42 Appendix C "Inspecting and Repairing Steel Water Tanks, and Elevated Tanks for Water Storage."
- c. KLM "Procedures and Guidelines for Inspecting Existing Steel and Concrete Water Storage Tanks."
- d. AWWA Standard D100; Welded Carbon Steel Tanks for Water Storage.

3.0| COATINGS EVALUATION

3.1| Lead and Chromium Content Analysis

KLM recommends performing sampling and testing of the interior and exterior coatings prior to the next reconditioning to determine if existing coatings contain lead and/or chromium in excess of current federal limits. Coatings exceeding the limits would be considered hazardous and require additional safety measures to protect public and contractor health. Removal and disposal of lead and/or chromium-based paints must be performed in accordance with applicable local, state, and federal regulations. Proprietary products or other commercial methods are available to contractors to incorporate into their removal process to mitigate risks and convert the waste to a non-hazardous material allowing for more disposal options.

3.2| Interior Wet Coating

It is unknown when the tank was constructed or by whom. The interior wet coating is in poor condition above the high-water line (HWL) with more than 25 percent visible coating failures. Failures consist of corrosion along plate seams, around the access manway and aeration piping, and at random areas on roof plates. Visibility was poor below the water line, however, what could be observed indicated widespread surface corrosion on the shell plates. The floor was not visible due to substantial sediment accumulation, and as a result, the outlet pipe could not be located for evaluation. See photos in Appendix A.

3.3| Exterior Coating

The exterior coating is in fair to good overall condition with less than one percent visible coating failures observed throughout the structure. Failures consist of random corrosion cells on the finial vent, handrailing, and aerator support structure. See photos in Appendix A.

3.4| Replacement Coating Systems

When the next full reconditioning is performed, KLM recommends preparing surfaces in accordance with NACE guidance and applying a coating system for each area according to the following. The galvanized shell of the aerator is in good condition.

3.5.1| Interior Wet Coating

Surface preparation should be performed according to SSPC-SP10 Near White Metal Blast criteria.

Apply a two-coat system:

1. moisture cured zinc-rich
2. NSF 61 certified epoxy

3.5.2| Exterior Coating

Surface preparation should be performed according to SSPC-SP6 Commercial Blast Clean criteria.

Apply a four-coat system:

1. moisture cured zinc-rich
2. polyamidoamine epoxy
3. aliphatic acrylic urethane
4. fluoropolymer

4.0| STRUCTURE MODIFICATIONS

Structure modifications and repairs serve to bring the tank into compliance with OSHA regulations and AWWA standards. They also improve areas of the tank that are prone to premature development of corrosion, repair surface defects resultant from tank construction, remove abandoned and unnecessary equipment, and improve tank maintenance capabilities.

The following is a list of recommended modifications and repairs to be included during the next reservoir reconditioning. Detailed information important to each item will be determined when developing the project specifications. Additional minor modifications, not impacting on the estimated project cost, may be identified, and incorporated at that time.

Photographs referred to in this section are in Appendix A.

4.1| Interior Wet Modifications

- 4.1.1 Seal weld all unwelded roof plate seams. See photos 2 through 6.
- 4.1.2 Seal weld the roof to shell connection. See photos 2 through 6.
- 4.1.3 Seal weld the aerator pipe penetration at the roof. See photo 2.
- 4.1.4 Seal weld all pipe supports below the high-water line. See photos 7 and 9.
- 4.1.5 Replace the gaskets on the two bolted shell doorways. See photos 28 and 30.

4.2| Exterior Modifications

- 4.3.1** Replace the finial vent with an aluminum pressure pallet style vent. The new vent and vent screen design should meet AWWA regulations. The removable top will improve ventilation, provide access to the tank interior during reconditioning, and aid in compliance with OSHA confined space entry requirements. See photo 15.
- 4.3.2** Install a hinge-covered roof access manway near the roof edge adjacent to the shell ladder.
- 4.3.3** Install a self-closing gate on the roof handrailing at the roof access. See photo 17.
- 4.3.4** Replace the electrical disconnect for the aerator with a weatherproof junction box. See photo 21.
- 4.3.5** Install an OSHA compliant cable style safety climb device on the shell ladder. See photo 25.
- 4.3.6** Seal weld the electrical stand-off brackets to the shell. See photo 31.
- 4.3.7** Install a splash pad under the overflow pipe outlet as recommended by AWWA D100. See photo 32.

4.3| Cathodic Protection (CP) System

- 4.3.1** The tank does not have a cathodic protection system, and one is not required if the coating is applied and maintained properly.

5.0| PROPERTY CONSIDERATIONS

5.1| Site and Environmental Considerations

- 5.1.1** The tank is located on the same property as the Water Treatment Facility and is adjacent to residential property to the south.
- 5.1.2** In conformance with Iowa DNR regulations, methods are required to maintain air quality and to prevent the drift of dust and fugitive emissions. Measures may consist of full containment, water injection blasting, or approved equal.

6.0| RECONDITIONING SUMMARY

6.1| Reconditioning Summary and Cost Estimate

Due to the condition of the interior wet coating, KLM recommends performing the noted structure modifications and replacing the interior and exterior coatings within the next two years. At the time of reconditioning, it should also be determined if the aerator requires upgrades and/or reconditioning.

The costs for structure modifications and replacing the interior and exterior coatings (including the containment) are estimated to be between \$200,000 and \$225,000. This estimate is based on current pricing and does not include costs for engineering and/or inspection services.

An experienced tank-coating contractor with the proper crew and equipment should be able to complete the project in four weeks. At the time of reconditioning, the tank will need to be drained and remain off-line during interior structure modifications, abrasive blasting, and painting.

KLM ENGINEERING, INC.

Report prepared by:

Joseph Clasemann

Joseph Clasemann, P.E.
Civil Engineer
MN License No. 64141

Report reviewed by:

Rodney Ellis

Rodney Ellis
Vice President/COO
NACE Certified Coatings Inspector No. 1686
AWS/CWI 0404031

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APPENDIX A

PHOTOGRAPHS



Photo No. 1
Overall view of the tank



Photo No. 2
Roof condition and aeration pipe



Photo No. 3
Roof condition
Note: unwelded seams



Photo No. 4
Roof and top of shell



Photo No. 5
Roof and top of shell



Photo No. 6
Overflow pipe and fill pipe

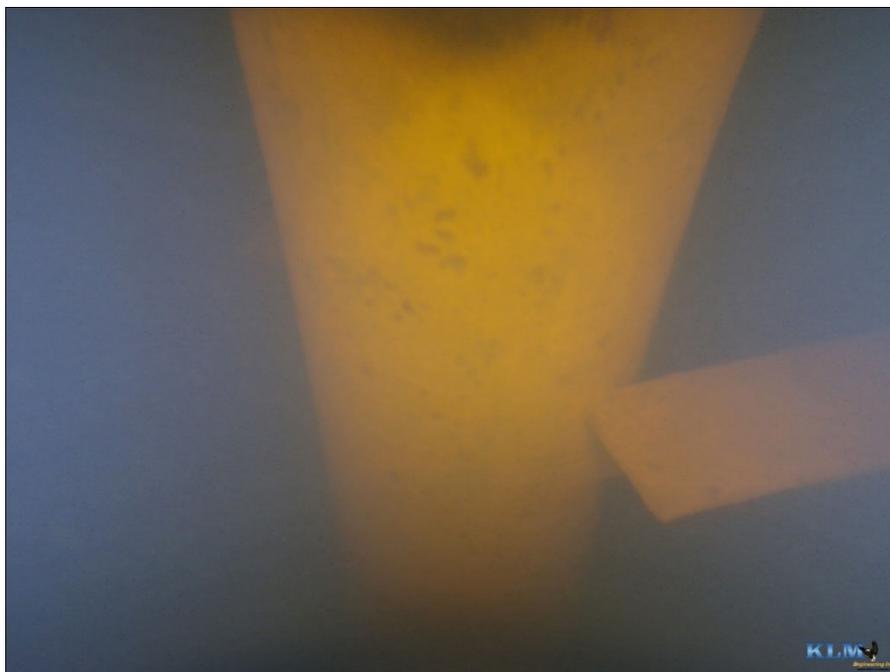


Photo No. 7
Aerator pipe with stand-off bracket

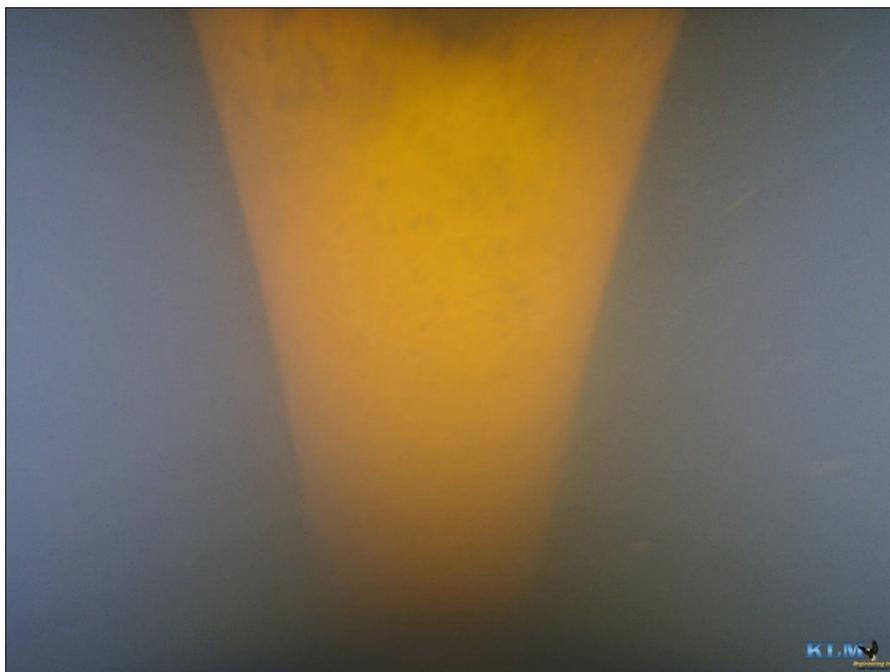


Photo No. 8
Aerator pipe



Photo No. 9
Bottom of aerator pipe

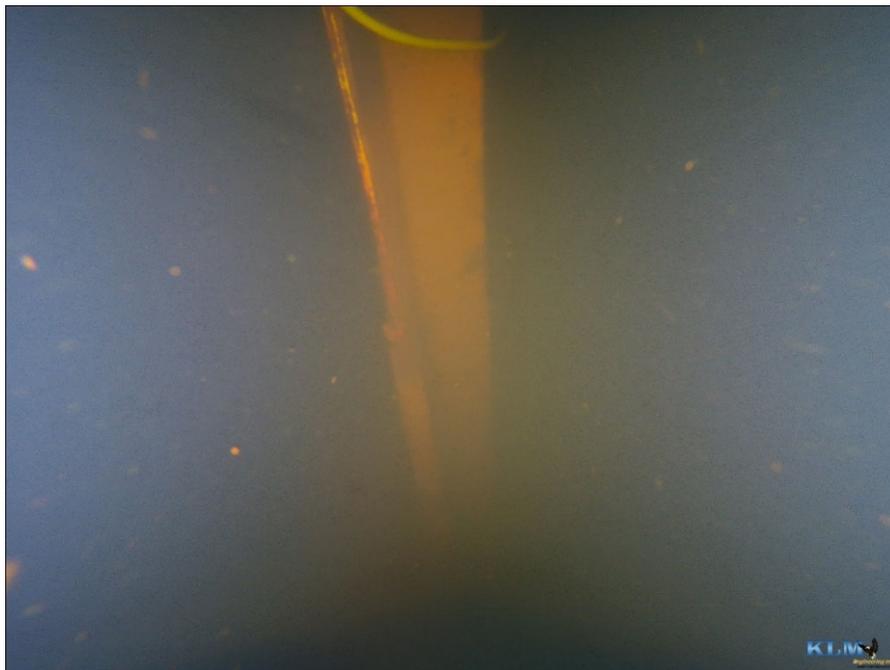


Photo No. 10
Overflow pipe



Photo No. 11
Condition of shell



Photo No. 12
Condition of shell



Photo No. 13
Sediment on floor



Photo No. 14
Sediment on floor



Photo No. 15
Finial vent/access manway



Photo No. 16
Corrosion on vent collar

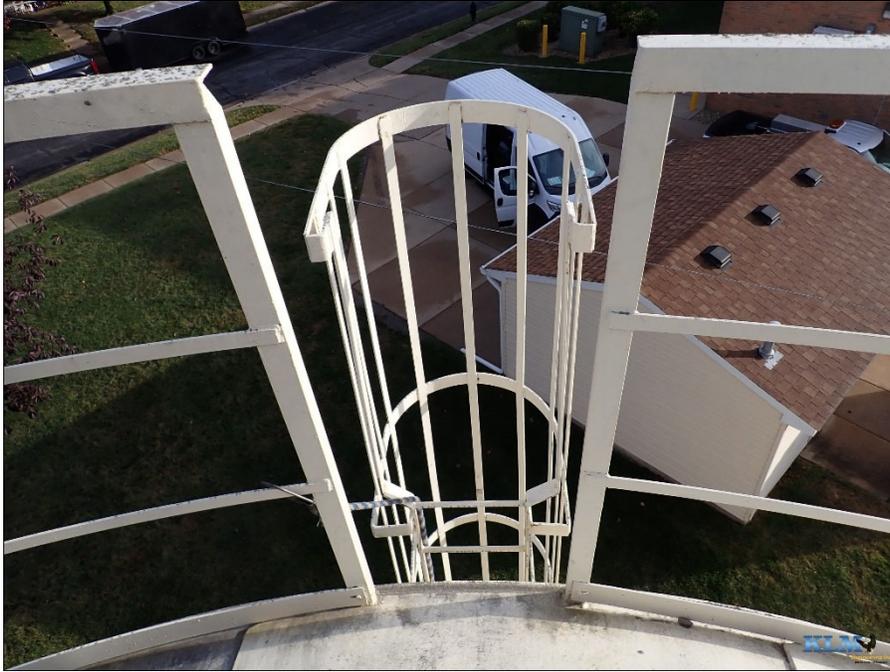


Photo No. 17
Roof access



Photo No. 18
Roof handrailing



Photo No. 19
Aerator pipe and framing



Photo No. 20
Aerator frame and roof coating condition



Photo No. 21
Electrical disconnect



Photo No. 22
Aerator fill pipe



Photo No. 23
Roof coating condition



Photo No. 24
Roof coating condition



Photo No. 25
Shell ladder



Photo No. 26
Shell coating condition



Photo No. 27
Overall condition of shell



Photo No. 28
Shell with doorway



Photo No. 29
Overall condition of shell



Photo No. 30
Shell with doorway



Photo No. 31
Corrosion on electrical brackets



Photo No. 32
Overflow discharge

APPENDIX B

INSPECTION AND EVALUATION METHODS

1.0| INSPECTION AND EVALUATION METHODS

Some or all of the following procedures were performed as applicable.

1.1| Methods

1.1.1 The inspection of the base metal and coatings on interior and exterior surfaces included only areas accessible without scaffolding or special rigging. Where possible, the base metal and coating on the interior wet surfaces were examined from either a rubber raft while the tank was being drained, by a Remote Operated Vehicle (ROV) with the tower in service, or with both.

1.1.2 Tank plate thickness was measured at random locations on the liquid holding shell. The overall structural condition of the tank was visually examined.

1.1.3 No structural analysis was done to determine if the tank design complies with the AWWA D100-11 Standard for “Welded Carbon Steel Tanks for Water Storage.” However, any observed non-conformance to the AWWA D100-11 standard is noted in this report.

1.1.4 Although compliance with OSHA regulations was not a part of this inspection, any unsafe conditions or violations of current OSHA regulation that were observed are noted in this report.

1.2| Examination and Evaluation Techniques

Some or all of the following procedures were performed as applicable.

1.2.1| Site

The tank site was evaluated for proper drainage conditions affecting access and lead paint abatement during reconditioning.

Also, the following site dimensions were obtained: distance to fence(s), power lines, owner buildings, public property, private property/buildings, school/playgrounds, public parks, and other property.

1.2.2| Foundations

The tank concrete foundation(s) were/was visually examined for cracks, spalling, conditions of grout, indications of distress/settlement, and elevation above grade.

1.2.3| Tank Plate Thickness

Plate thickness measurements were taken using ultrasonic methods (UTM). The readings were taken using a digital readout Elcometer MTG6 Ultrasonic Thickness Gage that has a dual element probe (transducer). The probe's transmitter element sends a short ultrasonic pulse through the material. The pulse gets reflected as an echo from the opposite side of the plate and returns to the probe's receiver element. The round-trip time is directly related to the material's thickness.

1.2.4| Coating Thickness

Interior and exterior coatings, where accessible, were tested in accordance with Steel Structures Painting Council SSPC-PA2-18 “Procedure for Determining Conformance to Dry Coating Thickness Requirements” using PosiTector-6000-F1 Type 2 gages.

1.2.5| Coating Adhesion

Adhesion testing of the coating to the steel, and inner coat adhesion, was performed by ASTM D-3359: Shear Adhesion Test, Measuring Adhesion by Tape Test. In addition, subjective coating adhesion evaluation was performed using a penknife.

1.2.6| Coating Serviceability

The estimated remaining coating life or serviceability evaluation was performed using a wide variety of inspection instruments such as dry film thickness gauge, pen knife, Tooke gauge, adhesion tester(s), 30x microscope and serviceability evaluation experience (minimum experience 10 years).

The instrument inspection was combined with a close visual inspection of all accessible coatings. This was done to detect any holidays (misses), skips, runs, sags, surface containments, overspray, dry spray, poor coating cohesion, inter-coat delamination, loss of adhesion to the substrate, adverse conditions of the steel underneath the coating, or any other defects affecting the intended service.

1.2.7| Coating Lead and Chromium Content Analysis

Samples may have been taken of the various types of coatings present on the interior and exterior surfaces. GPI Laboratories, Inc. of Grand Rapids, Michigan tests these coatings in conformance with ASTM D-3335 Standard Test Methods for Concentrations of Lead and Chromium in Paint.



Eldridge, Iowa

Inspection Report:
50,000-Gallon Capacity
Clearwell

Prepared by:



KLM Engineering, Inc.

1976 Wooddale Drive, Suite 4 | Woodbury, MN 55125
651.773.5111 | www.klmengineering.com

November 2025

Project No.: 5382-25

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- 6.0 | RECONDITIONING SUMMARY 4**
 - 6.1 | Reconditioning Summary 4

APPENDIX A: Photographs

APPENDIX B: Concrete Inspection and Evaluation Methods

1.0 | PROJECT INFORMATION

KLM Project No.:	5382-25	Customer P.O. Number:	n/a
Tank Owner:	Eldridge, Iowa	Phone:	563-285-4841
Street/City/State/Zip:	305 North 3rd Street, Eldridge, IA 52748		
Owner Contact:	Cegan Long, Water Superintendent		
Tank Designation:	Clearwell		
Tank Description:	Buried Concrete Reservoir		
Tank Location:	505 West Donahue Street, Eldridge, IA 52748		
Capacity:	50,000 gallons		
Type of Construction:	Cast-in place Concrete	Construction Drawings:	Unavailable to KLM
Builder:	Unknown	Construction Date:	Unknown
Engineer:	Unknown	Design Code:	AWWA/ACI
Tank Dimensions:	Two Equal Chambers: ~10 feet x 40 feet		
Tank Height/Depth:	Overall ~8 feet		
Height to:	HWL ~7 feet	LWL	Bottom of reservoir
Purpose of Inspection:	Condition Assessment		
Date of Inspection:	October 23, 2025		
Inspected By:	Devin Severson, NACE #78234		
Type of Inspection:	KLM Standard ROV Evaluation		
Previous Inspection Records:	Unavailable to KLM		

Eldridge, Iowa

50,000-GALLON CAPACITY
CLEARWELL

2.0 | REFERENCES

The tank interior and exterior areas were evaluated in conformance with the following:

- a. KLM Engineering, Inc. Proposal.
- b. KLM "Procedures and Guidelines for Inspecting Existing Steel and Concrete Water Storage Tanks."
- c. Appendix B Concrete Inspection and Evaluation Methods.

3.0 | COATINGS EVALUATION AND STRUCTURE EVALUATION

Note: Hairline cracks on the interior can appear to be larger than they are due to efflorescence present and the tendency to attract sediment and biofilm. Efflorescence is due to the migration of moisture through the cracks and is not harmful.

The reservoir consists of two inner connecting chambers that are used to store potable water and are rectangular in shape with identical dimensions. Access to each chamber is achieved by a hinged aluminum hatch within the Water Treatment Facility.

Photographs of the structure areas can be found in Appendix A.

3.1 | Interior Wet

3.1.1 | Coating

The interior of the reservoir is uncoated concrete. Interior coating is likely unnecessary due to the good overall condition of the concrete. Concrete potable water tanks are typically not recommended to be coated unless there are concerns of degradation of the structure, water infiltration, biofilm accumulation, or difficult to clean surfaces. In non-potable storage applications, use of coating products helps protect the concrete from deterioration by corrosive gases and liquids.

The wall piping is uncoated and consists of widespread surface corrosion. Of the three well casings, one is coated, one is partially coated, and one is uncoated. Where coatings are absent, widespread surface corrosion exists.

3.1.2 | Structure

a) Roof and Walls

The roof and walls are cast-in-place concrete that is in good condition. There were no observations made that might indicate the presence of structural defects, such as cracking or settlement. Minor efflorescence is present at the roof to wall connection. Minor bug holes are prevalent on some areas of the walls but there is no indication of biofilm accumulation within the holes.

b) Floor

The reservoir floor is a cast-in-place concrete slab in good visible condition. There were no observations made that might indicate the presence of structural defects, such as major cracking with exfiltration or settlement. Minor sediment is present on the floor.

3.2| Exterior**3.2.1| Coating**

The reservoir is located underneath the facility and presence of a coating is unknown. The access manway hatches are constructed of aluminum on a concrete curb and are in good condition.

3.2.2| Structure**a) Roof and Walls**

The structure is completely buried and cannot be analyzed without excavation. However, the roof of the structure is also the floor of the facility. There are no defects present in the facility floor to indicate pass through issues onto the roof of the reservoir.

4.0| STRUCTURE MODIFICATIONS

Structure modifications and repairs typically serve to bring the tank into compliance with OSHA regulations, ACI and AWWA standards, and Iowa DNR regulations. They also improve areas of the tank that are prone to premature development of corrosion, repair surface defects resultant from tank construction, remove abandoned and unnecessary equipment, and improve tank maintenance capabilities.

4.1| Interior Wet Modifications

4.1.1 No defects were observed, and no repairs are required. See photographs in Appendix A.

4.2| Facility Piping

4.2.1 No defects were observed, and no repairs are required. See photographs in Appendix A.

5.0| PROPERTY CONSIDERATIONS**5.1| Site and Environmental Considerations**

5.1.1 The tank is located under the Water Treatment Facility. Access to the facility is obtained by a paved driveway connected to West Donahue Street.

6.0| RECONDITIONING SUMMARY**6.1| Reconditioning Summary**

The reservoir is in overall good condition with no defects observed. KLM recommends inspecting the reservoir again in five years to monitor conditions, specifically the corrosion rate on the well casings. With the current conditions of the tank established from this inspection, a better understanding of the corrosion and deterioration rates can be determined with routine inspections, and recommended repair processes will be provided as necessary.

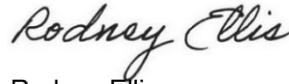
KLM ENGINEERING, INC.

Report prepared by:



Joseph Clasemann, P.E.
Civil Engineer
MN License No. 64141

Report reviewed by:



Rodney Ellis
Vice President/COO
NACE Certified Coatings Inspector No. 1686
AWS/CWI 0404031

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APPENDIX A

PHOTOGRAPHS



Photo No. 1
Water Treatment Facility



Photo No. 2
Access manway

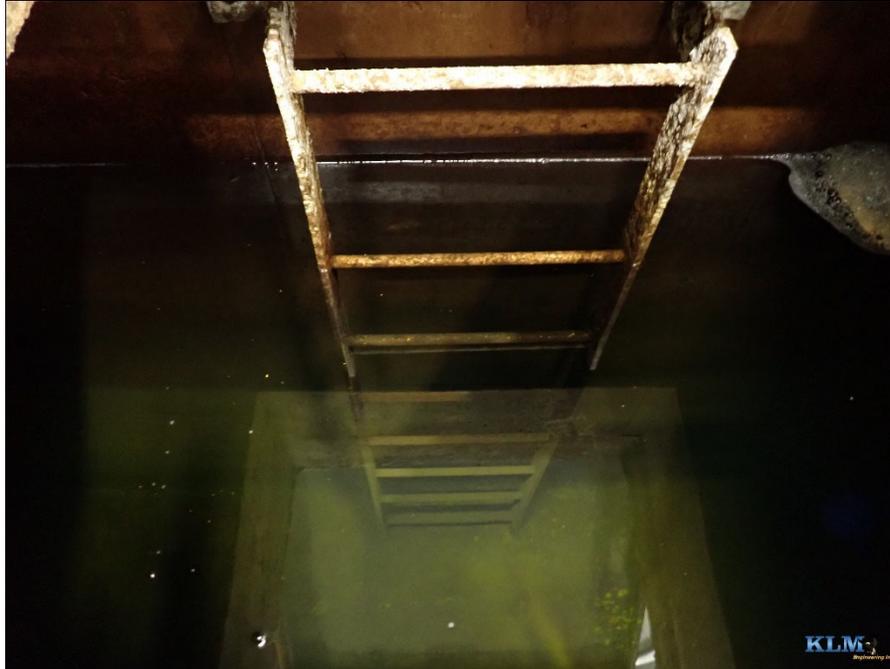


Photo No. 3
View of ladder



Photo No. 4
Floats

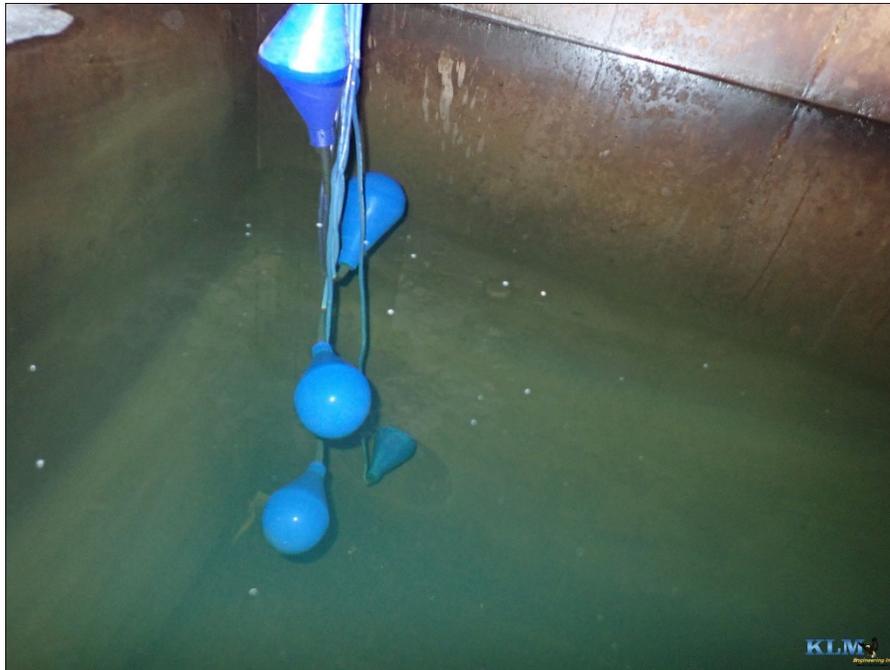


Photo No. 5
Floats



Photo No. 6
Roof and walls



Photo No. 7
Upper section of well casings



Photo No. 8
Upper section of well casings



Photo No. 9
View of piping



Photo No. 10
Upper section of ladder



Photo No. 11
Lower section of ladder

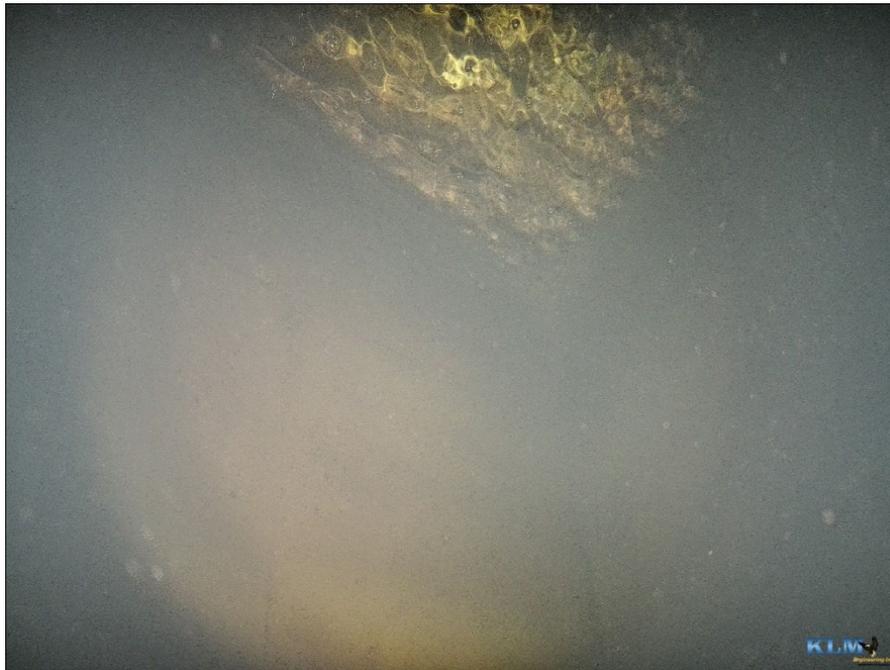


Photo No. 12
Upper section of wall

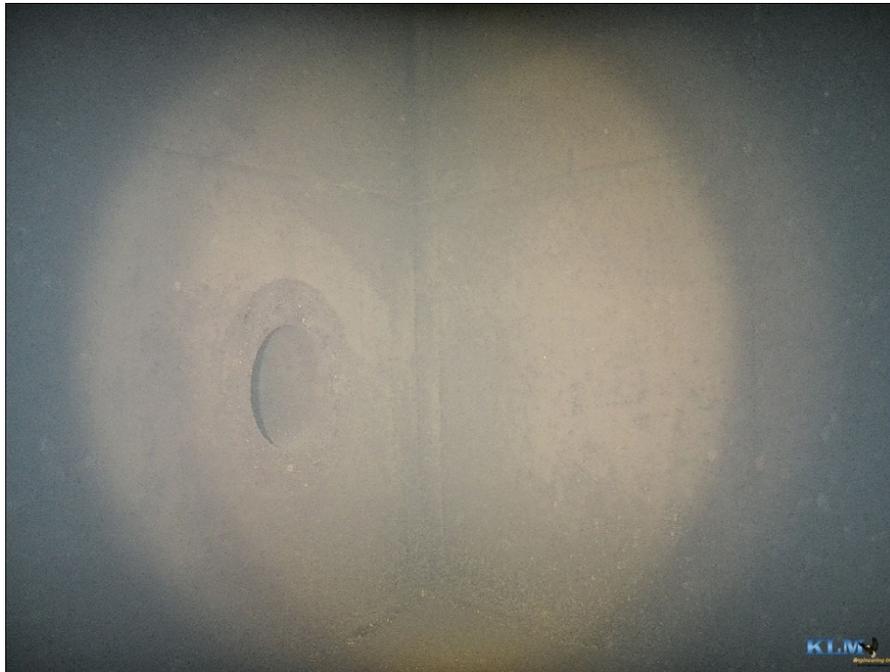


Photo No. 13
Corner joint and inner connect



Photo No. 14
Condition of upper wall

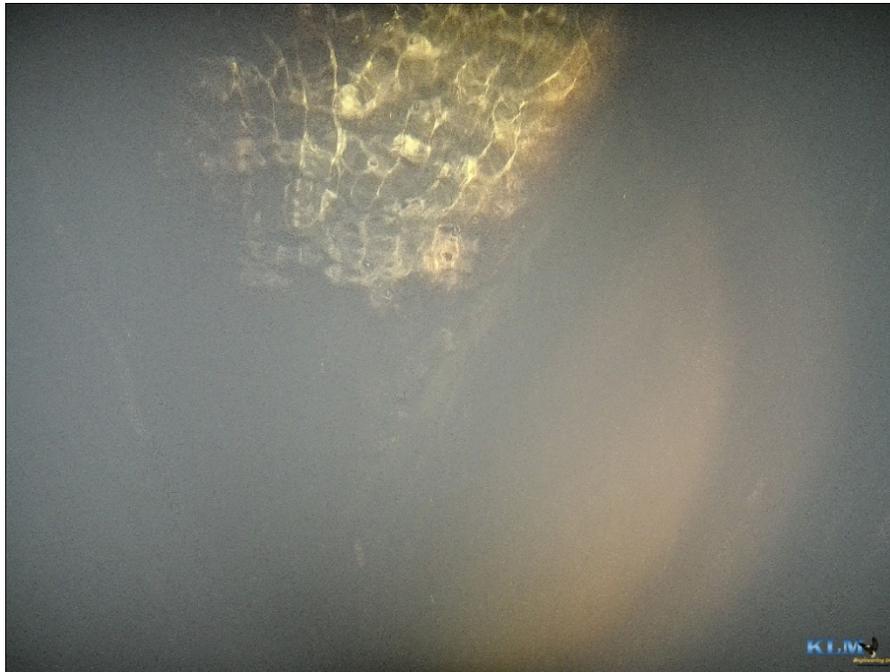


Photo No. 15
Condition of upper wall

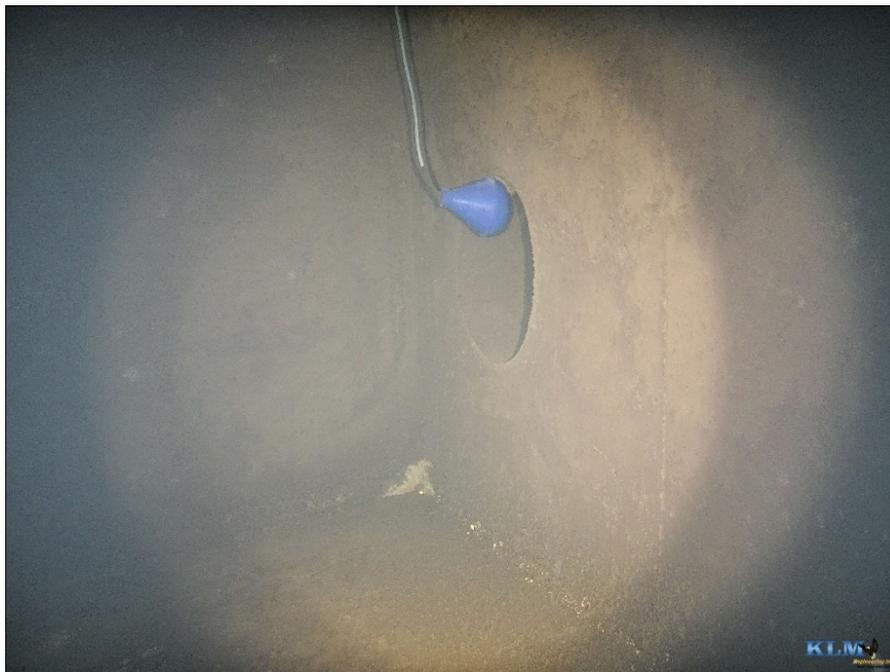


Photo No. 16
Wall conditions at corner with float level indicator and inner connect line



Photo No. 17
Upper section of well casings

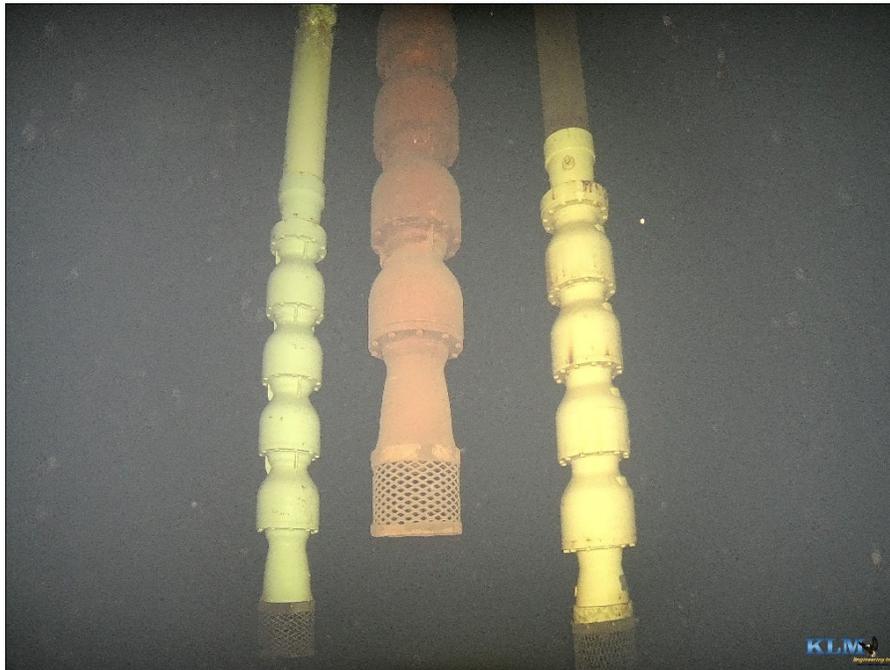


Photo No. 18
Lower section of well casings

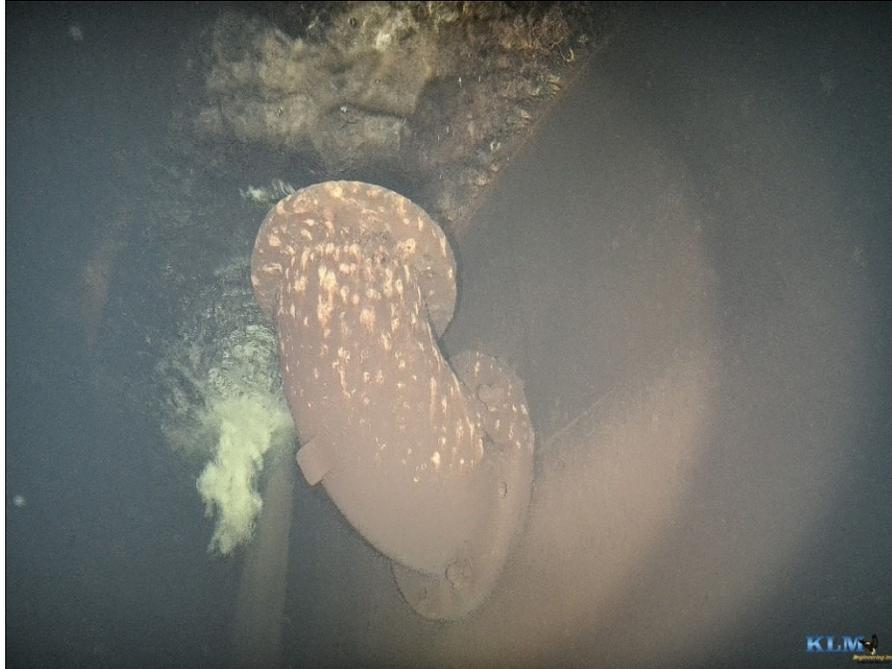


Photo No. 19
Wall piping conditions

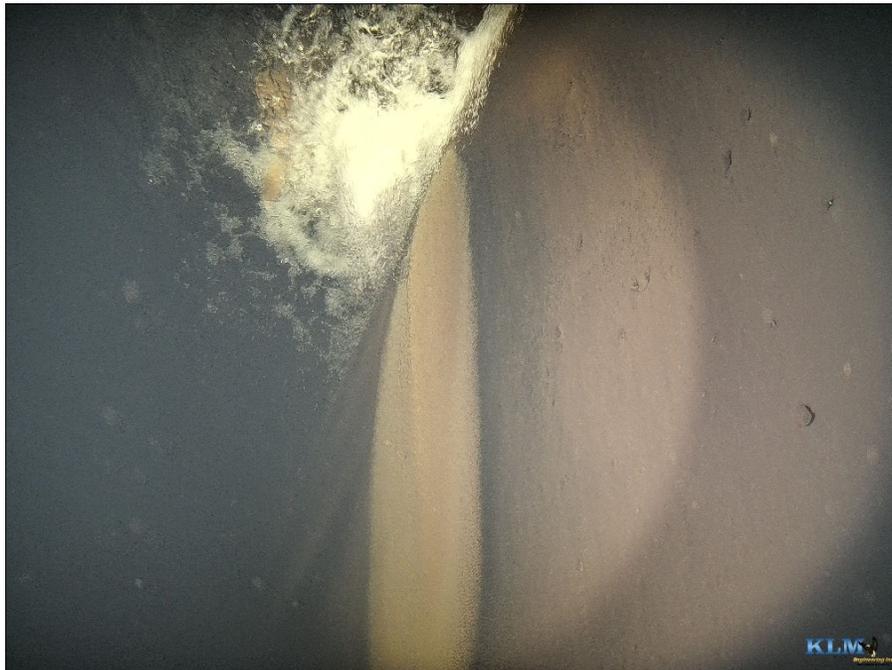


Photo No. 20
Condition of wall at inlet

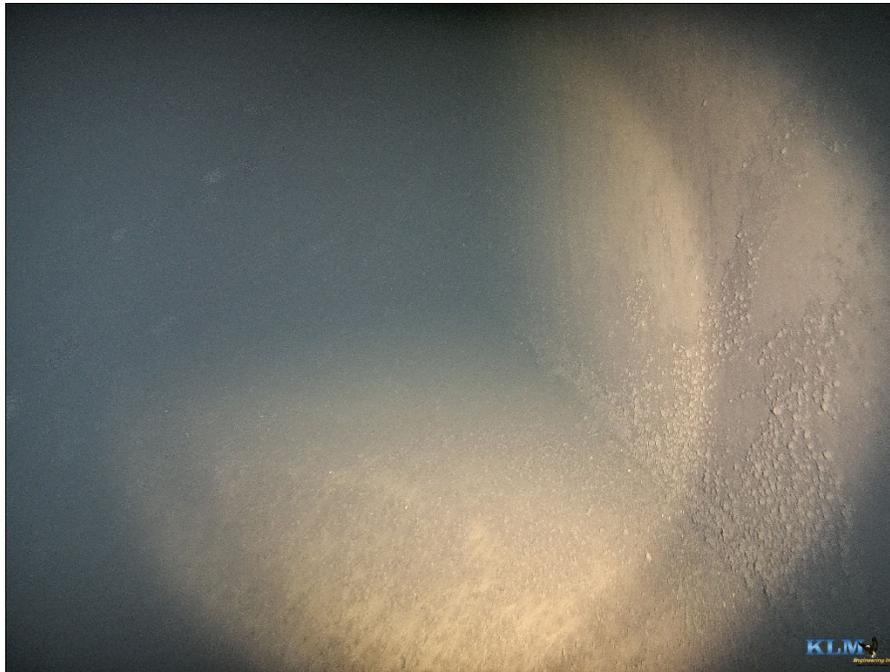


Photo No. 21
Wall to floor connection

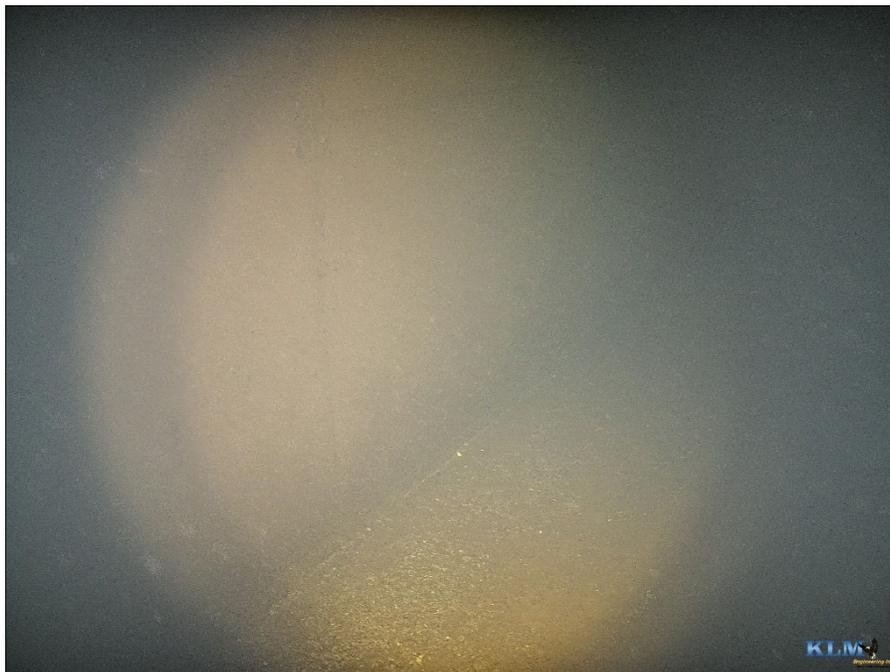


Photo No. 22
Wall to floor connection



Photo No. 23
Wall to floor connection



Photo No. 24
Typical condition of wall



Photo No. 25
Access manway



Photo No. 26
Roof and upper walls



Photo No. 27
Roof and well casing



Photo No. 28
Roof and upper walls



Photo No. 29
Roof and upper walls



Photo No. 30
Wall conditions in adjacent chamber



Photo No. 31
Wall and piping



Photo No. 32
Condition of valve

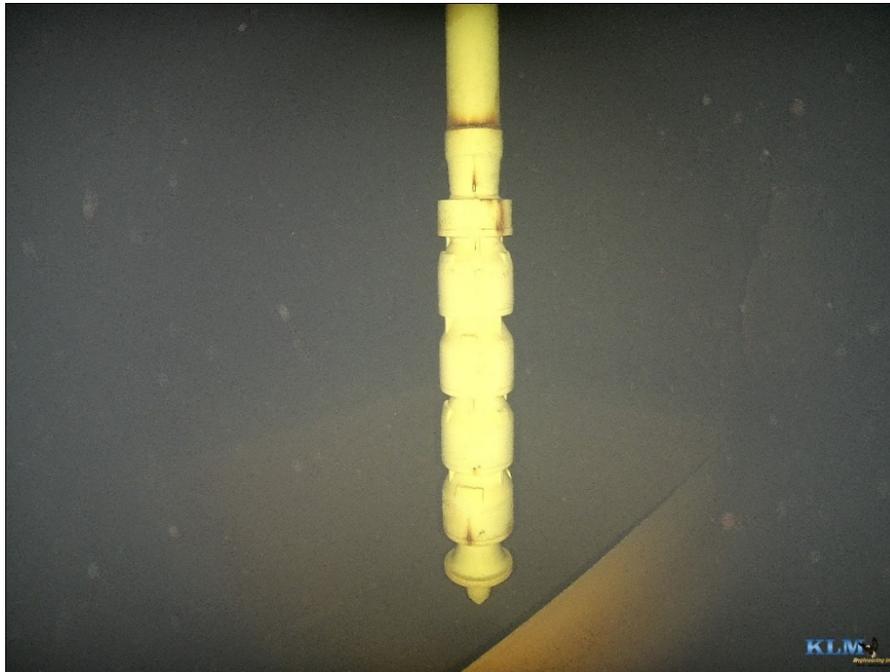


Photo No. 33
Well casing in chamber



Photo No. 34
Corner and walls to floor

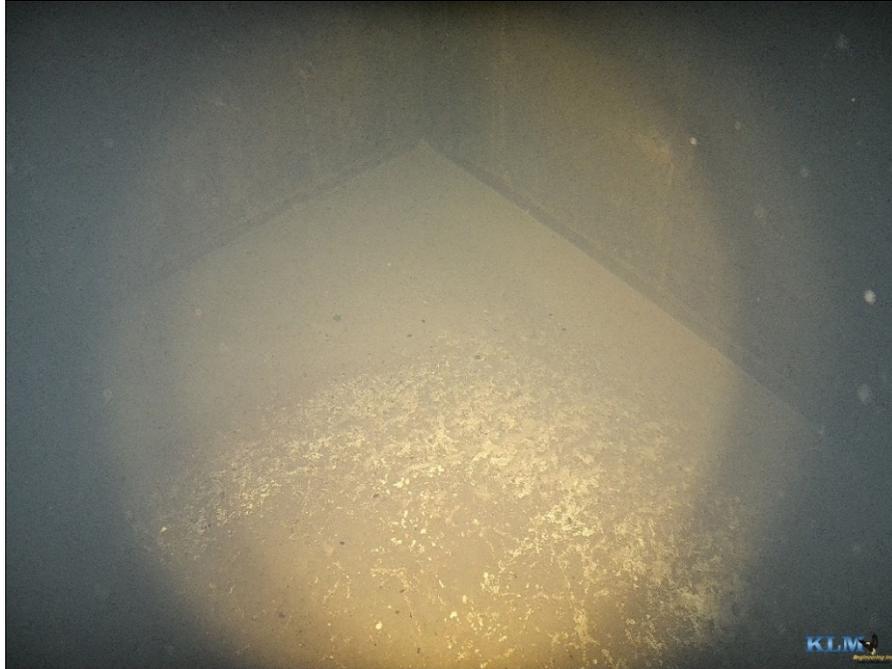


Photo No. 35
Floor condition with minor sediment



Photo No. 36
Typical condition of wall

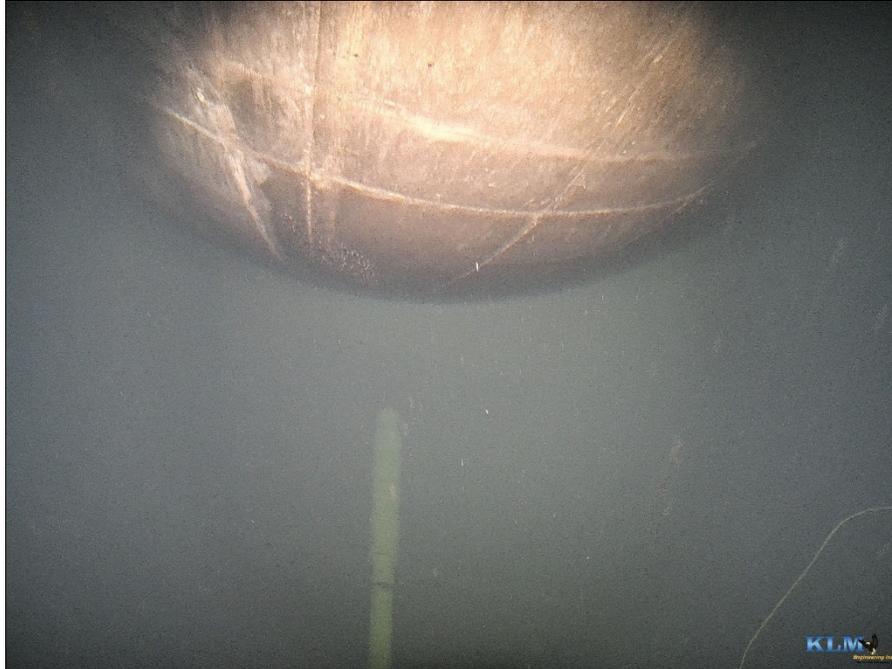


Photo No. 37
Typical condition of roof



Photo No. 38
Typical condition of roof



Photo No. 39
View of access manways and piping in facility



Photo No. 40
Piping in facility



Photo No. 41
Pumps and piping in facility



Photo No. 42
Piping in facility

APPENDIX B

CONCRETE INSPECTION AND EVALUATION METHODS

1.0|INSPECTION AND EVALUATION METHODS

Some or all the following procedures were performed as applicable.

1.1|Methods

1.1.1 The inspection of the concrete and coatings (if present) on interior and exterior surfaces included only areas accessible without scaffolding or special rigging. Where possible, the concrete and coating on the interior wet surfaces were examined from either a rubber raft while the reservoir was being drained, by a Remote Operated Vehicle (ROV) with the reservoir in service, or with both.

1.1.2 Reservoir concrete conditions including cracking and spalling were measured where accessible. The overall structural condition of the reservoir was visually examined per ACI 201.1R-2.

1.1.3 No structural analysis was done to determine if the reservoir design complies with the ACI Standard 318 for “Building Code Requirements for Reinforced Concrete.” However, any observed non-conformance to the ACI Standard is noted in this report.

1.1.4 Although compliance with OSHA regulations was not a part of this inspection, any unsafe conditions or violations of current OSHA regulation that were observed are noted in this report.

1.2|Examination and Evaluation Techniques

Some or all the following procedures were performed as applicable.

1.2.1|Site

The reservoir site was evaluated for proper drainage conditions and access to vents, manways and overflow pipe discharges.

Also, the following site dimensions were obtained: distance to fence(s), power lines, owner buildings, public property, private property/buildings, school/playgrounds, public parks, and other property.

1.2.2|Shell and Roof

The exterior reservoir concrete shell and roof were visually examined where accessible for OSHA, AWWA and State code compliances. Conditions of grout and/or caulk at shell to roof joint, indications of distress/settlement, and elevation of roof above or below grade is noted in this report.

1.2.3|Concrete Condition

All visible exterior and interior concrete reservoir components including the roof, shell, floor, columns, pilasters and baffle walls were inspected as follows. Concrete surface conditions are visually inspected for bugholes, honeycombing, cracking, surface deterioration and spalling. The size, type and orientation of cracks (i.e., horizontal, vertical, diagonal, shrinkage, etc.), the presence of efflorescence and exposed reinforcement steel are included in the inspection and noted in the evaluation.

1.2.4|Coating Thickness

Interior and exterior coatings, where accessible and if present, were tested by destructive testing removing a sample of the coating with a knife or other instrument and measuring the thickness with a gauge.

1.2.5|Coating Serviceability

The estimated remaining coating life or serviceability evaluation, where accessible and if present, was performed using a wide variety of inspection instruments such as dry film thickness gauge, pen knife, Tooke gauge, adhesion tester(s), 30x microscope and serviceability evaluation experience (minimum experience 10 years).

The instrument inspection was combined with a close visual inspection of all the interior coating's accessible areas. This was done to detect any holidays (misses), skips, runs, sags, surface containments, overspray, dry spray, poor coating cohesion, inter-coat delamination, loss of adhesion to the substrate, adverse conditions of the concrete underneath the coating, or any other defects affecting the intended service.

February 5, 2026

Sent via Email Only

Cegan Long
Superintendent Water Treatment & Distribution
City of Eldridge, Iowa
305 North 3rd Street
Eldridge, Iowa 52748

**RE: Clearwell "GSR"
81,000-Gallon Detention Tank "Standpipe"
Eldridge, Iowa**

Dear Mr. Long:

KLM is pleased to submit a service agreement for the above-referenced water storage tanks for a ten (10) year period. The first evaluation will be during the 2031 construction season. KLM proposes to perform the evaluations on a five (5)-year cycle.

KLM Engineering provides AMPP (NACE) and AWS trained inspectors, certificated in competent climbing, that have experience and comply with the Occupational Safety and Health Standards (OSHA), American Water Works Association (AWWA), American Concrete Industry (ACI) and State Regulations.

KLM Engineering provides evaluation reports that are reviewed by an engineer who has authored the report and/or were written under the engineer's direct supervision.

DOCUMENTATION

KLM will provide to the Owner an evaluation report after each inspection. These reports will provide the following beneficial information:

1. Clearly stating the actual condition of the coating and tank structure.
2. For coated reservoirs, provide a life expectancy estimate of the coatings and/or an estimated timeline for coating replacement.
3. Identify structure deficiencies and recommended repairs to bring the reservoir into compliance with ACI, AWWA, OSHA, DNR and State Regulations.
4. Provide a schedule for performing recommended maintenance work.
5. Provide a Cost Estimate for all structure repairs and coating replacement for budgetary purposes only.
6. Identify the quantity of sediment and recommend a timeline for cleanout, if warranted.
7. Include color photographs identifying current conditions and any required repairs.
8. Recommend a timeline for future evaluations.

The evaluation report will be provided to the Owner in digital format (PDF), unless indicated to KLM otherwise.

SCOPE OF WORK

ROV Evaluation

KLM plans to utilize a two-man crew and a Remote Operated Vehicle (ROV) to perform the evaluations. This evaluation method can be performed in one day.

KLM will provide AMPP (NACE) Coatings Inspectors, with proper training to perform this type of evaluation. To perform an ROV evaluation, the Owner is required to have the water at, or near, the high-water level (HWL) at the start of the evaluation. KLM inspectors will insert a disinfected ROV into the tank interior for the interior inspection of the roof, roof structure and all appurtenances such as vents, manways and ladders. Photographs will be taken with an underwater camera, which will show coating deficiencies. The camera will be disinfected in accordance with AWWA. The inlet pipe or wet riser is **excluded** from the inspection, unless otherwise provided in this Agreement.

Dry Tank Cleanout Evaluation

KLM will evaluate the floor, the reservoir walls and any interior structure accessible without rigging the tank. All accessible exterior surfaces, including the roof, will also be evaluated. KLM will measure and photograph all areas that need to be included in the evaluation report. KLM will also remove any sediment inside the tower and sediment will remain on site.

When the tanks are empty, KLM will perform a clean-out of the tower interior and riser. KLM will supply the chlorine and disinfect the tank in accordance with Method 2 or 3 of AWWA C652.

Exterior and Interior Inspection

The exterior and interior evaluation is critical to determine whether the coating is a candidate for repairs or reconditioning. KLM inspectors will also check for structure deficiencies and OSHA compliance.

Exterior and interior evaluation is critical for evaluating the coating conditions to determine whether the coating is a candidate for repairs or reconditioning. KLM inspectors will also check for structure deficiencies and OSHA compliance.

For each evaluation, KLM will provide a AMPP (NACE) coatings inspector that is properly trained and qualified to perform this type of evaluation. The exterior will be evaluated from all areas accessible without rigging, unless otherwise written into this Agreement. Conditions of both the interior and exterior will be examined using ultrasonic thickness readings (UT), dry film thickness (DFT) and standard ASTM tests.

10 YEAR SERVICE AGREEMENT

The purpose of a 10-year service agreement is to provide the Owner with known fees and a schedule for evaluating the assets on a rotating basis. KLM will perform an ROV or dry tank cleanout evaluation every five years for each water storage tank through 2036, as detailed below.

Clearwell "GSR"			
Year	Scope of Work	Documentation	Price
2031	ROV		\$4,600.00
2036	Dry Tank Cleanout		\$5,000.00
Total Price			\$9,600.00

81,000-Gallon Detention Tank "Standpipe"			
Year	Scope of Work	Documentation	Price
2031	Dry Tank Cleanout		\$4,200.00
2036	ROV		\$4,600.00
Total Price			\$8,800.00

The cost, per year, to perform the evaluations over a 10-year period is \$1,840.00 per tank.

The fee for lead and chromium collection and testing is an additional \$700.00, if requested.

The fee for gasket installation on state-required wet access manway is \$100.00.

It is the responsibility of the Owner to make sure that the tank is prepared for the evaluation per the schedule agreed to in advance by both parties. In the event KLM arrives on site and the tank is not ready, or a second day is required to remove the sediment, a second day will be charged as additional time and materials.

KLM can replace the existing manway gasket(s) on a time & materials basis, per gasket. If the tank is not drained and ready for cleanout and inspection, KLM will charge an hourly rate (based on, then current, KLM Fee Schedule) per each full hour of mobilization or *delay* time.

OWNER'S RESPONSIBILITIES

ROV Evaluation

The Owner shall be responsible for:

- ◆ Providing copies of background information on tanks, including maintenance records, construction drawings, previous inspection reports and previous painting or reconditioning specifications. It is especially helpful if this information is collected prior to KLM's personnel beginning its inspection.
- ◆ Providing keys for locks and access to the water storage tanks.

Dry Tank Cleanout Evaluation

The Owner's personnel shall be responsible for:

- ◆ Verifying the tanks are empty prior to arrival of KLM inspectors.
- ◆ Manning the shut off valve at all times.
- ◆ Opening and closing the inlet/outlet pipe.
- ◆ Operating any valves prior to, during, and after the evaluation.
- ◆ Assist to backflush and disinfect the reservoir.
- ◆ Provide a supply of water.
- ◆ Verify that cleanout and disinfection have been performed to Owner's satisfaction.
- ◆ Disposing of sediment and debris.
- ◆ Taking and testing water samples within 24 hours after cleanout of the tanks has been completed.
- ◆ Providing copies of background information on tank, including maintenance records, construction drawings, previous evaluation reports and previous painting or reconditioning specifications. It is especially helpful if this information is collected prior to KLM's personnel beginning its evaluation.

ADDITIONAL INFORMATION

Additional information can be found at KLM's website at: www.klmengineering.com

***KLM will not bill you in a lump sum. KLM will bill you once the owner receives the report for that individual year.**

***This Agreement can be extended, at any time, upon written request.**

If KLM were to find structure or coating maintenance that is needed, KLM will communicate with the Owner on these findings. This Agreement covers the evaluation, only. Any structure or coating maintenance required would be under a separate Agreement.

TERMS AND CONDITIONS

KLM has attached our standard Terms and Conditions. The Terms and Conditions are part of this Agreement between the City of Eldridge and KLM Engineering, Inc., unless otherwise agreed to in writing by both parties.

***Either party may terminate this Agreement at any time by providing a written notice. Any modification to this agreement must be in writing and signed by both parties.**

AGREEMENT

This Agreement is valid for sixty (60) days from the date of this Agreement. If the City of Eldridge finds this Agreement acceptable, please sign and return it by mail or email. When KLM receives the signed Agreement, we will contact the owner to coordinate an inspection time. Upon delivery of the evaluation report to the owner, an invoice will be submitted according to the terms of this Agreement.

This Agreement, between Eldridge, Iowa and KLM Engineering, Inc. is accepted by:

CITY OF ELDRIDGE
305 North 3rd Street
Eldridge, Iowa 52748

KLM ENGINEERING, INC.
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125

Signature

Name

Title

Date



Signature

Robert Jensen
Name

Business Development
Title

February 5, 2026
Date

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.
Robert Jensen
Business Development
1976 Wooddale Drive, Suite #4
Woodbury, MN 55125
Cell: 651-219-2746
Email: rjensen@klmengineering.com

Attachment: KLM Terms and Conditions

Rev 2026.01.08

**KLM ENGINEERING, INC. (KLM)
TERMS AND CONDITIONS**

1. **AGREEMENT.** The agreement between the parties when entered by the parties shall include the applicable referenced agreement documents (i.e., KLM proposal/Agreement) and shall include these KLM Terms and Conditions (the “Agreement”). The Agreement may not be modified except by mutual agreement in writing.
2. **ADDITIONAL SERVICES.** Additional work or services shall not be performed without a KLM executed change order or purchase order outlining the scope of additional work or services.
3. **KLM CLIENT RESPONSIBILITIES.** The KLM Client shall fully disclose to KLM its knowledge of the condition of the project structure(s), its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on the KLM Client’s behalf regarding the project; and provide safe access to and at the project site. When reasonably requested by KLM, the KLM Client shall furnish the services of other consultants including, but not limited to engineers and insurance representatives. The KLM Client shall test for pollution and hazardous materials when required by law or as requested by KLM. The KLM Client shall provide KLM with all necessary permits and other authorizations.
4. **SAFETY.** KLM shall be responsible for the safety of KLM personnel at the project site. The KLM Client or other persons shall be responsible for the safety of all other persons at the project site. The KLM Client shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the project site. If, during the course of the KLM services, such materials, or conditions are discovered at the project site, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate KLM services. The KLM Client agrees to be responsible for, and agrees to pay, any such additional protection costs. Upon such discovery by KLM, KLM agrees to use commercially reasonable efforts to notify the KLM Client in writing, of hazardous materials or unsafe conditions regarding the project site.
5. **HAZARDOUS MATERIALS.** Unless otherwise agreed to in the scope of work with the KLM Client, KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, the KLM Client shall defend, indemnify, and hold harmless KLM, its employees and representatives from all claims, including costs and attorney fees, arising out of the presence of hazardous materials or exposure to the same on the job site.
6. **SITE ACCESS AND RESTORATION.** The KLM Client will provide KLM and its representatives with safe and legal project site access. It is understood by the KLM Client that in the normal course of KLM providing its services and work, some nominal damage to the project site may occur. KLM agrees to take reasonable commercial precautions to minimize such damage, if any. Restoration of the project site, if any, is the responsibility of the KLM Client, unless otherwise agreed to in writing in the scope of work.
7. **KLM LIMITED WARRANTY AND DISCLAIMER.** KLM will perform services consistent with the standard of care and skill normally performed by other like firms in the industry and profession at the time of this service and in the geographic area of the project. **EXCEPT AS EXPRESSLY STATED IN THIS SECTION, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, PERTAINING TO THE PRODUCTS AND SERVICES SOLD UNDER THIS AGREEMENT. KLM DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL KLM BE LIABLE TO THE KLM CLIENT, ITS AGENTS, REPRESENTATIVES, EMPLOYEES,**

CUSTOMERS OR ANY OTHER THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF REVENUE OR LOSS OF PROFIT, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING OR FUNCTIONING OF ANY ITEM OR SERVICES PROVIDED FOR IN THIS AGREEMENT OR FROM ANY OTHER CAUSE, INCLUDING WITHOUT LIMITATION CLAIMS BY THIRD PARTIES, EVEN IF KLM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **SCHEDULING.** Prior to KLM scheduling its services related to the project, the KLM Client shall furnish KLM with a written Agreement, purchase order or other written request for KLM services and shall give as much notice as reasonably possible in advance of the time when the KLM services are desired to commence. The KLM service schedule shall be mutually agreed upon by the parties in writing. If a KLM inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the project site, then the KLM Client shall be billed, and the KLM Client agrees to pay for KLM time and expenses according to the then current KLM Fee Schedule for KLM time spent and KLM costs incurred. If KLM is unable to redirect KLM representatives to other third-party project sites on the canceled or delayed scheduled service day, at a minimum, the KLM Client will be billed and the KLM Client agrees to pay KLM for one (1) full day of KLM labor.
9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance. KLM will provide KLM Client with a certificate of insurance upon KLM Client's request.
10. **PAYMENT.** KLM will submit periodic invoices for KLM services provided and work performed. Invoices are due upon receipt. The KLM Client agrees to inform KLM of invoice questions or disputes within 10 business days of the invoice date. The KLM Client agrees to pay all undisputed KLM invoiced amounts within 45 days of the invoice date. The KLM Client agrees to pay interest on all overdue amounts at a rate of 1.5% per annum or the rate allowed by law, whichever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts. If any undisputed invoice remains unpaid for 60 days, then KLM may, at its sole discretion, suspend or terminate services to the KLM Client without liability.
11. **INDEMNIFICATION.** KLM shall indemnify and hold harmless the KLM Client and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by KLM's negligent acts or omissions.

The KLM Client shall indemnify and hold harmless KLM and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by the KLM Client's negligent acts or omissions. Further, the KLM Client shall indemnify and hold harmless KLM from all claims or losses arising out of the unauthorized use of KLM's Documents.

12. **LIMITATION OF LIABILITY. IN NO EVENT SHALL KLM OR THE KLM CLIENT BE LIABLE, ONE TO THE OTHER, FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**

13. **DELAYS.** If KLM service or work delays are caused by the KLM Client, by third parties, strikes, natural causes, weather, or other circumstances beyond KLM's control, a reasonable time extension for performance of KLM services and work shall be granted, and KLM shall be entitled to and the KLM Client agrees to pay KLM an equitable fee adjustment.
14. **TERMINATION.** After seven (7) days written notice, either party may elect to terminate this Agreement. Notwithstanding the foregoing, the KLM Client agrees to pay for all KLM services provided and work performed through the date of termination. Notwithstanding the foregoing, the following sections shall survive the termination of this Agreement: Sections 5, 7, 10, 11, 12, 15, 16, 21 and 24.
15. **SEVERABILITY.** Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions of the Agreement shall continue in full force and effect.
16. **KLM'S DOCUMENTS.** All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services and work for the KLM Client and the same are for use only for the project (KLM Documents). KLM retains all ownership of said documents regardless of whether the project is completed. The KLM Client may retain copies of the KLM Documents for reference purposes. KLM does not represent or warrant that the KLM Documents are suitable for reuse on any extension of the project or on other projects. The KLM Client shall not use the KLM Documents without KLM's written consent.
17. **ASSIGNMENT.** KLM may not assign this Agreement to any other person unless written consent is obtained from the KLM Client.
18. **AMENDMENTS.** Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties.
19. **NONDISCRIMINATION.** In the hiring of employees to perform work under this Agreement, KLM shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
20. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to or application of conflicts of law rules or principles. All proceedings related to this Agreement shall be venued in **Washington County, Minnesota.**
21. **AUDIT.** Pursuant to **Minnesota Statutes, § 16C.05, Subdivision 5, KLM agrees that the KLM Client, the State Auditor, or any of their duly authorized representatives** at any time during normal business hours and as often as they may reasonably deem necessary (but under all circumstances not more often than once per calendar year), shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records which are pertinent to the accounting practices and procedures of KLM, and involve transactions relating to this Agreement.
22. **JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO.** During the term of this Agreement and thereafter, KLM has the KLM Client's permission to take photographs or video of the project site for training, documentation, education or KLM promotional purposes. A signed Agreement that includes these KLM Terms and Conditions constitutes the KLM Client's written permission to KLM regarding the use of the items and information set forth in this section.
23. **WAIVER.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

24. **HEADINGS.** Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
25. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

End of the KLM Terms and Conditions.

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