CITY OF ANAMOSA

CITY COUNCIL AGENDA – REGULAR SESSION

MONDAY, JULY 14, 2025 – 6:00 P.M.
ANAMOSA LIBRARY & LEARNING CENTER
600 E. 1ST STREET, ANAMOSA, IA 52205

Zoom Meeting Link (Viewing Only)	Join by Telephone
https://us02web.zoom.us/j/86089851793	+1 312 626 6799 US
Meeting ID: 860 8985 1793	Meeting ID: 860 8985 1793
Passcode: Anamosa	Passcode: 7681616

To address the City Council, please wait for the Mayor to open the floor for public comment on an agenda item.
Before speaking, approach the podium, provide your name and address, and limit comments to five (5) minutes per agenda item.
Profane, obscene, or slanderous language will not be permitted.

1.0) Roll Call

2.0) Pledge Of Allegiance

3.0) Consent Agenda (Review & Approve):

a) Minutes from June 23, 2025 – Regular Session.
b) Current bills.
c) Cigarette/tobacco/nicotine/vapor permits.
d) Noise/street closure permit applications.

4.0) Public Hearings:

4.1) Public Hearing – Public Hearing on proposal to enter into a 5-year Purchase Agreement with Axon.
- **a)** *Mayor opens the public hearing – Proceedings for discussion.*
- **b)** *Mayor closes the public hearing.*

4.2) Review & Approve – Purchase request, from Axon, in the amount of $93,001.00 ($18,600.20/year, over 5 years), for the car/body camera system at the PD. (Chief Werling)

4.3) Public Hearing – Public Hearing on proposed annexation of Parcel 2008-53, in NE NW EXC Parcel 2004-66.
- **a)** *Mayor opens the public hearing – Proceedings for discussion.*
- **b)** *Mayor closes the public hearing.*

4.4) Discussion & Possible Action – Proposed annexation and pre-annexation agreement of above property.

4.5) Public Hearing – Public Hearing to vacate, sell, and convey the City-owned real estate, at 306 N. Davis Street.
- **a)** *Mayor opens the public hearing – Proceedings for discussion.*
- **b)** *Mayor closes the public hearing.*

4.6) Resolution 2025-43 – Approving the vacation, sale, and conveyance of the City-owned real estate, located at 306 N. Davis Street, in Anamosa, Iowa.

5.0) Proclamations: (None)

6.0) Postponed Items/Unfinished Business:

6.1) Review & Approve – Purchase request, from Stivers Ford, in the amount of $43,034.00, for a 2025 Ford Police Interceptor. (Chief Werling)

6.2) Review & Approve – Purchase request, from Keltek, in the amount of $30,480.63, for upfitting the 2025 Ford Police Interceptor. (Chief Werling)

6.3) Program/Personnel Update – Employee change in status, due to selection/appointment of Officer Derek Kunkel to the position of School Resource Officer.

7.0) Council Action Items:

7.1) Project Status Update – HR Green.

7.2) Resolution 2025-42 – Setting the date for the Status of Funded Activities (SOFA) Public Hearing for the WWTP Flow EQ Basin Project. **Roll Call.**

7.3) Resolution 2025-44 – Setting the date for a public hearing to vacate, sell, and convey the City-owned right-of-way (former alley between 204 S. Division Street and 610 E. 2nd Street), pursuant to section 364.7 of the Iowa Code. **Roll Call.**

7.4) Review & Approve – Change Order #2, from WRH, Inc. in the amount of $19,717.54, to remove and replace existing grates, for the WWTP Flow EQ Basin Project.

7.5) Review & Approve – Ford & Huber Sanitary Sewer Contract with Tschiggfrie Excavating Co. and Notice to Procced with the Ford & Huber Sanitary Sewer Project.

7.6) Review & Approve – Notice of Intent to Release Funds for the Downtown Façade Improvement Project.

7.7) **Review & Approve –** Purchase of 2026 International Dump Truck Chassis, from Ascendance Trucks, in the amount of $114,492.00. (Shane Brown)

7.8) **Review & Approve –** Proceed with LCC Entrance Project, in the amount of $66,100.00, using available funds from the Lawrence Fund. (Cale Yoder)

7.9) **Review & Approve (Consent Agenda):** Pay requests totaling $357,712.13.

- **a)** From HR Green, in the amount of $6,309.50, for GIS Services.
- **b)** From HR Green, in the amount of $1,259.00, for the Anamosa Sidewalk Program.
- **c)** From HR Green, in the amount of $2,755.00, for the Dillon Military Bridge Project.
- **d)** From HR Green, in the amount of $2,382.00, for Engineering Services Master Services Agreement.
- **e)** From HR Green, in the amount of $6,440.00, for the 3rd Street Sidewalk Extension Project.
- **f)** From Martin Gardner, in the amount of $3,000.00, for the Downtown Façade Revitalization Project.
- **g)** From Snyder & Associates, in the amount of $12,110.85, for the WWTP Flow EQ Basin Project.
- **h)** From WRH, Inc., in the amount of $323,455.78, for the WWTP Flow EQ Basin Project.

8.0) **City Administrator's Report**

9.0) **Mayor & Council Reports**

9.1) Mayor's report

9.2) Council reports

10.0) **Public Comment For Items Not On The Agenda**

11.0) **Adjournment**

STATEMENT OF COUNCIL PROCEEDINGS

June 23, 2025

The City Council of the City of Anamosa met in Regular Session June 23, 2025, at the Anamosa Library and Learning Center at 6:00 P.M. with Mayor Rod Smith presiding. The following council members were present: Rich Crump, Kay Smith, Todd Weimer, and Dan Smith. Absent: Teresa Tuetken and Brooke Gombert. Also present were Jeremiah Hoyt, City Administrator and Kaylee Palmer, Deputy City Clerk.

Mayor Rod Smith called the meeting to order at 6:00 P.M. Roll call was taken with a quorum present.

Motion by K. Smith, seconded by Crump approving the consent agenda items: Minutes of the Special/Joint session 6/09/25, minutes of the regular session 6/10/25, current bills, Retail Tobacco Licenses, and Device Retailer Licenses. Roll vote: Ayes- K. Smith, Weimer, D. Smith, Crump. Nays- none. Motion carried.

Motion by Crump, seconded by D. Smith approving Resolution 2025-35 the Loan and Disbursement Agreement and securing the payment of $3,165,000.00 Sewer Revenue Bonds, Series 2025. Roll vote: Ayes- Weimer, D. Smith, Crump, K. Smith. Nays- none. Motion carried.

Motion by D. Smith, seconded by Crump approving Resolution 2025-36 setting the salaries for Fiscal Year 2026 for appointed officers and employees of the City of Anamosa and establishing the effective date as July 1st, 2025. Roll vote: Ayes- D. Smith, Crump, K. Smith, Weimer. Nays- none. Motion carried.

Motion by K. Smith, seconded by Crump approving Resolution 2025-37 authorizing an additional wage allocation for City Hall employees required to perform the essential duties of the vacant City Clerk position. Roll vote: Ayes- Weimer, Crump, K. Smith, D. Smith. Nays- none. Motion carried.

Motion by Weimer, seconded by K. Smith approving Resolution 2025-38 the appointment to the Library Board of Trustees to fill the term ending June 30, 2028. Roll vote: Ayes- K. Smith, Weimer, D. Smith, Crump. Nays- none. Motion carried.

Motion by Crump, seconded by K. Smith approving Resolution 2025-39 setting the wage of a Temporary Full-time Public Utilities Operator. Roll vote: Ayes- Weimer, Crump, K. Smith. Nays- D. Smith. Motion carried.

Motion by Crump, seconded by D. Smith approving Resolution 2025-40 setting July 14, 2025, for the date of the public hearing to vacate, sell, and convey City-owned real estate, at 306 North Davis Street, pursuant to section 364.4 of the Iowa Code. Roll vote: Ayes- D. Smith, Crump, K. Smith, Weimer. Nays- none. Motion carried.

Motion by Crump, seconded by K. Smith approving Resolution 2025-41 setting July 14, 2025, as the date for the public hearing to authorize a capital equipment purchase through a 5-year purchase agreement, pursuant to Section 364.7 of the Iowa Code. Roll vote: Ayes- Weimer, D. Smith, Crump, K. Smith. Nays- none. Motion carried.

Motion by Crump, seconded by D. Smith denying the request to move the sign located at 1000 East 3rd Street and approving sending a letter to the property owner in September and giving them thirty days to trim the tree. Roll vote: Ayes- K. Smith, Weimer, D. Smith, Crump. Nays- none. Motion carried.

Motion by Weimer, seconded by Crump approving the Waiver of Plat Review for the Cass Hills parcel located within two miles of City limits. Roll vote: Ayes- Crump, K. Smith, Weimer, D. Smith. Nays- none. Motion carried.

Motion by Weimer, seconded by K. Smith approving the purchase request from the Parks and Recreation Department in the amount of $83,800.00 for the Wapsi-Anna Park playground equipment. Roll vote: Ayes- D. Smith, Crump, K. Smith, Weimer. Nays- none. Motion carried.

Motion by Crump, seconded by Weimer approving the purchase request from the Parks and Recreation Department in the amount of $6,219.87 for the replacement of the lifeguard chairs at the Anamosa Aqua Court. Roll vote: Ayes- K. Smith, Weimer, D. Smith, Crump. Nays- none. Motion carried.

Motion by Crump, seconded by K. Smith approving the Consent Agenda pay requests totaling $62,768.25. Roll vote: Ayes- Weimer, D. Smith, Crump, K. Smith. Nays- none. Motion carried.

Mayor Smith opened the floor to public comment for items not on the agenda. No public comment was made.

Meeting adjourned at 7:09 P.M.

_____
Rod Smith, Mayor

ATTEST:

_____
Jeremiah Hoyt, City Administrator

Anamosa IOWA

City of Anamosa, IA

Expense Approval Report

By Fund

Post Dates 6/24/2025 - 7/14/2025

Vendor Name	Post Date	Description (Item)	Account Number		Amount
Fund: 001 - GENERAL FUND					
Department: 000 - 000					
IPERS COLLECTIONS	06/27/2025	IPERS	001-000-2203		707.85
941 TAX EFT PAYMENT	06/27/2025	MEDICARE TAX	001-000-2206		130.50
941 TAX EFT PAYMENT	06/27/2025	SOCIAL SECURITY TAX	001-000-2202		558.00
941 TAX EFT PAYMENT	06/27/2025	FEDERAL TAX	001-000-2200		87.85
TREASURER STATE OF IOWA	06/27/2025	STATE TAX	001-000-2201		103.41
THE HARTFORD	07/03/2025	AD&D	001-000-2208		54.00
WELLMARK BLUE CROSS BLUE...	07/03/2025	ALLIANCE HEALTH INSURANCE	001-000-2205		25,601.66
WELLMARK BLUE CROSS BLUE...	07/03/2025	BLUE ADVANTAGE HEALTH IN...	001-000-2205		7,366.07
COLLECTION SERVICES CENTER	07/03/2025	COLLECTION SERVICES	001-000-2204		257.55
DELTA DENTAL PLAN OF IOWA	07/03/2025	DELTA DENTAL INSURANCE	001-000-2205		1,493.12
CITY OF ANAMOSA	07/03/2025	FLEXIBLE - CHILDCARE	001-000-2204		134.62
CITY OF ANAMOSA	07/03/2025	FLEX - MEDICAL	001-000-2204		204.38
IPERS COLLECTIONS	07/03/2025	IPERS	001-000-2203		7,306.19
THE HARTFORD	07/03/2025	LIFE INSURANCE	001-000-2208		405.00
THE HARTFORD	07/03/2025	LTD	001-000-2208		356.45
IPERS COLLECTIONS	07/03/2025	IPERS	001-000-2203		3,496.04
VSP Insurance Co	07/03/2025	VSP INSURANCE	001-000-2205		384.24
941 TAX EFT PAYMENT	07/03/2025	MEDICARE TAX	001-000-2206		2,495.90
941 TAX EFT PAYMENT	07/03/2025	SOCIAL SECURITY TAX	001-000-2202		10,671.58
941 TAX EFT PAYMENT	07/03/2025	FEDERAL TAX	001-000-2200		5,053.94
TREASURER STATE OF IOWA	07/03/2025	STATE TAX	001-000-2201		1,979.76
IPERS COLLECTIONS	07/09/2025	IPERS	001-000-2203		314.60
941 TAX EFT PAYMENT	07/09/2025	MEDICARE TAX	001-000-2206		116.02
941 TAX EFT PAYMENT	07/09/2025	SOCIAL SECURITY TAX	001-000-2202		248.00
TREASURER STATE OF IOWA	07/09/2025	STATE TAX	001-000-2201		4.98
				Department 000 - 000 Total:	**69,531.71**
Department: 110 - POLICE					
LYNCH DALLAS, P.C.	07/14/2025	CIVIL LEGAL MATTERS	001-110-6411		120.00
U.S. CELLULAR	07/08/2025	PD CAR ROUTERS	001-110-6480		294.86
U.S. CELLULAR	07/08/2025	CELL PHONES	001-110-6373		549.74
IOWA PRISON INDUSTRIES	07/14/2025	BUSINESS CARDS	001-110-6504		78.00
AUTOMOTIVE SERVICES	07/14/2025	TIRES/SERVICE	001-110-6474		350.04
ACCESS SYSTEMS LEASING	07/08/2025	COPIER LEASE	001-110-6470		167.36
AUXIANT	07/14/2025	SELF FUNDED INSURANCE	001-110-6155		144.33
GALL'S INC.	07/14/2025	BOOTS	001-110-6181		180.95
ALLIANT ENERGY	07/08/2025	ELECTRICITY	001-110-6371		435.89
JONES COUNTY CLERK OF CO...	07/14/2025	FEES	001-110-6411		95.00
AUXIANT	07/14/2025	SELF FUNDED INSURANCE	001-110-6155		107.25
WAPSI WASTE SERVICE, INC.	07/14/2025	TRASH SERVICE	001-110-6540		31.00
BLACK HILLS ENERGY	07/14/2025	GAS UTILITY	001-110-6370		45.65
KIECK'S	07/14/2025	UNIFORMS	001-110-6181		234.90
EMC INSURANCE	07/14/2025	WORKERS COMP	001-110-6429		258.42
U.S. CELLULAR	07/08/2025	CELL PHONE HOTSPOTS	001-110-6480		88.47
SCHNEITER WEERS INSURANCE	07/14/2025	FY25 INSURANCE AUDIT-ADDI...	001-110-6160		7,375.00
				Department 110 - POLICE Total:	**10,556.86**
Department: 210 - ROADS, BRIDGES, SIDEWALKS					
AUXIANT	07/14/2025	SELF FUNDED INSURANCE	001-210-6155		78.75
AUXIANT	07/14/2025	SELF FUNDED INSURANCE	001-210-6155		166.85
				Department 210 - ROADS, BRIDGES, SIDEWALKS Total:	**245.60**

Vendor Name	Post Date	Description (Item)	Account Number		Amount
Department: 290 - SOLID WASTE					
WAPSI WASTE SERVICE, INC.	07/14/2025	TRASH SERVICE	001-290-6461		140.00
				Department 290 - SOLID WASTE Total:	**140.00**
Department: 450 - CEMETERY FUND					
HENRY/TROY	07/14/2025	BURIAL SERVICES	001-450-6491		700.00
				Department 450 - CEMETERY FUND Total:	**700.00**
Department: 610 - CITY COUNCIL					
FLASHING THUNDER FIREWO...	06/24/2025	FIREWORKS INSURANCE	001-610-6479		850.00
JONES COUNTY ECONOMIC D...	07/14/2025	FY26 QTR1 PYMNT	001-610-6479		3,750.00
				Department 610 - CITY COUNCIL Total:	**4,600.00**
Department: 612 - CITY ADMINISTRATOR					
AUXIANT	07/14/2025	SELF FUNDED INSURANCE	001-612-6155		40.75
				Department 612 - CITY ADMINISTRATOR Total:	**40.75**
Department: 622 - SUPPORT ADMINISTRATION					
U.S. CELLULAR	07/08/2025	CELL PHONES	001-622-6373		46.56
IOWA LEAGUE OF CITIES	07/14/2025	FY26 MEMBERSHIP DUES	001-622-6430		3,388.00
ACCESS SYSTEMS LEASING	07/08/2025	COPIER LEASE	001-622-6470		167.35
ANAMOSA JOURNAL-EUREKA	07/14/2025	LEGALS	001-622-6414		147.56
AUXIANT	07/14/2025	SELF FUNDED INSURANCE	001-622-6155		50.25
AMAZON	07/14/2025	PRINTER PAPER	001-622-6535		119.97
				Department 622 - SUPPORT ADMINISTRATION Total:	**3,919.69**
Department: 640 - CITY ATTORNEY					
LYNCH DALLAS, P.C.	07/14/2025	REAL ESTATE SERVICES	001-640-6455		40.00
LYNCH DALLAS, P.C.	07/14/2025	OPEN MEETINGS SERVICES	001-640-6455		100.00
LYNCH DALLAS, P.C.	07/14/2025	GENERAL SERVICES	001-640-6455		280.00
LYNCH DALLAS, P.C.	07/14/2025	HR SERVICES	001-640-6455		680.00
				Department 640 - CITY ATTORNEY Total:	**1,100.00**
Department: 650 - CITY HALL					
ALLIANT ENERGY	07/08/2025	ELECTRICITY	001-650-6371		417.54
WAPSI WASTE SERVICE, INC.	07/14/2025	TRASH SERVICE	001-650-6475		31.00
BLACK HILLS ENERGY	07/14/2025	GAS UTILITY	001-650-6370		72.51
				Department 650 - CITY HALL Total:	**521.05**
Department: 699 - INSURANCE ADMINISTRATION					
SCHNEITER WEERS INSURANCE	07/14/2025	FY25 INSURANCE AUDIT-ADDI...	001-699-6408		692.00
				Department 699 - INSURANCE ADMINISTRATION Total:	**692.00**
				Fund 001 - GENERAL FUND Total:	**92,047.66**
Fund: 015 - FIRE SERVICE					
Department: 150 - FIRE DEPARTMENT					
MACQUEEN EQUIPMENT	07/14/2025	FOAM	015-150-6470		568.50
ANAMOSA STATE PENITENTIA...	07/14/2025	INMATE LABOR	015-150-6069		20.00
TRI-COUNTY GARAGE DOORS, ...	07/14/2025	SERVICE CALL	015-150-6475		156.00
ALLIANT ENERGY	07/08/2025	ELECTRICITY	015-150-6371		578.42
WAPSI WASTE SERVICE, INC.	07/14/2025	TRASH SERVICE	015-150-6475		90.00
NORTON/SPENCER	07/03/2025	FIRE STIPEND	015-150-6069		742.50
MINER/CHRIS	07/03/2025	FIRE STIPEND	015-150-6069		755.00
KOOB/WESLEY	07/03/2025	FIRE STIPEND	015-150-6069		1,047.50
LIEBEL/ASHTIN	07/03/2025	FIRE STIPEND	015-150-6069		945.00
WILLIAMS/LANE	07/03/2025	FIRE STIPEND	015-150-6069		1,245.00
HOUSTON-MCDANIEL, RILEY J	07/03/2025	FIRE STIPEND	015-150-6069		600.00
KEPPEL/VALERIE	07/03/2025	FIRE STIPEND	015-150-6069		457.50
KULA/DYLAN	07/03/2025	FIRE STIPEND	015-150-6069		345.00
WICKHAM/AUSTIN	07/03/2025	FIRE STIPEND	015-150-6069		990.00
DANIEL POIRIER	07/03/2025	FIRE STIPEND	015-150-6069		390.00
BARNES/JASON	07/03/2025	FIRE STIPEND	015-150-6069		517.50
ARNOLD/JENSEN	07/03/2025	FIRE STIPEND	015-150-6069		757.50
PAULSON/KEITH	07/03/2025	FIRE STIPEND	015-150-6069		622.50
CAMPBELL/TOM	07/03/2025	FIRE STIPEND	015-150-6069		495.00

Vendor Name	Post Date	Description (Item)	Account Number	Amount
FRANK/DANIEL	07/03/2025	FIRE STIPEND	015-150-6069	1,435.00
MCNAMARA/MATT	07/03/2025	FIRESTIPEND	015-150-6069	352.50
SIEFKER/JUSTIN	07/03/2025	FIRE STIPEND	015-150-6069	1,432.50
RUHL/KALLIE	07/03/2025	FIRE STIPEND	015-150-6069	1,087.50
SWISHER/JEFF	07/03/2025	FIRE STIPEND	015-150-6069	1,197.50
MINER JR/MIKE	07/03/2025	FIRE STIPEND	015-150-6069	270.00
MCGREEVY/MICHAEL	07/03/2025	FIRE STIPEND	015-150-6069	1,387.50
BOONE, ETHAN TODD	07/03/2025	FIRE STIPEND	015-150-6069	915.00
BARNES/CHUCK	07/03/2025	FIRE STIPEND	015-150-6069	922.50
STRUBE/KYLE	07/03/2025	FIRE STIPEND	015-150-6069	420.00
BALENTINE/CARTER	07/03/2025	FIRE STIPEND	015-150-6069	727.50
SNOW/JASON	07/03/2025	FIRE STIPEND	015-150-6069	532.50
BUCK/JUSTIN	07/03/2025	FIRE STIPEND	015-150-6069	1,220.00
SNOW/JERIMIAH	07/03/2025	FIRE STIPEND	015-150-6069	967.50
BLACK HILLS ENERGY	07/14/2025	GAS UTILITY	015-150-6370	93.08
EMC INSURANCE	07/14/2025	WORKERS COMP	015-150-6160	2,000.00
			Department 150 - FIRE DEPARTMENT Total:	**26,283.50**
			Fund 015 - FIRE SERVICE Total:	**26,283.50**
Fund: 041 - LIBRARY FUND				
Department: 410 - LIBRARY				
U.S. CELLULAR	07/08/2025	CELL PHONES	041-410-6373	46.56
ALLIANT ENERGY	07/08/2025	ELECTRICITY	041-410-6371	1,599.09
AUXIANT	07/14/2025	SELF FUNDED INSURANCE	041-410-6155	59.75
			Department 410 - LIBRARY Total:	**1,705.40**
			Fund 041 - LIBRARY FUND Total:	**1,705.40**
Fund: 043 - PARKS & RECREATION				
Department: 430 - RECREATION				
U.S. CELLULAR	07/08/2025	CELL PHONES	043-430-6373	46.56
TRANSWORLD NETWORK, C0...	07/14/2025	LONG DISTANCE	043-430-6373	25.42
ALLIANT ENERGY	07/08/2025	ELECTRICITY	043-430-6371	639.96
COY BRADEN	07/14/2025	SOFTBALL UMPIRE	043-430-6310	100.00
TRACE FAILLE	07/14/2025	BASEBALL UMPIRE	043-430-6310	125.00
JARED NELSON	07/14/2025	PROGRAM INSTRUCTOR	043-430-6310	240.00
TALON BILDSTEIN	07/14/2025	SOFTBALL UMPIRE	043-430-6310	100.00
DIERS, VINCENT	07/14/2025	BASEBALL UMPIRE	043-430-6310	100.00
GLOBAL PAYMENTS INTEGRA...	07/14/2025	CARD READERS	043-430-6471	2,071.85
AUXIANT	07/14/2025	SELF FUNDED INSURANCE	043-430-6155	40.75
IOWA PARKS & RECREATION	07/14/2025	IPRA MEMBERSHIP	043-430-6210	180.00
BODENSTEINER IMPLEMENT ...	07/14/2025	PARTS	043-430-6470	224.75
MILLER, MADISON	07/14/2025	SOCCER CAMP INSTRUCTOR	043-430-6310	120.00
			Department 430 - RECREATION Total:	**4,014.29**
			Fund 043 - PARKS & RECREATION Total:	**4,014.29**
Fund: 044 - AQUA COURT				
Department: 440 - AQUA COURT				
TOWN & COUNRTY WHOLESA...	07/14/2025	POOL CONCESSIONS	044-440-6546	109.14
FAREWAY STORES, INC.	07/14/2025	BOTTLED WATER	044-440-6546	14.94
FAREWAY STORES, INC.	07/14/2025	BOTTLED WATER	044-440-6546	14.94
FAREWAY STORES, INC.	07/14/2025	TACO MEAT	044-440-6546	41.88
FAREWAY STORES, INC.	07/14/2025	BOTTLED WATER	044-440-6546	19.92
FAREWAY STORES, INC.	07/14/2025	BOTTLED WATER	044-440-6546	19.92
TOWN & COUNRTY WHOLESA...	07/14/2025	POOL CONCESSIONS	044-440-6546	1,083.89
ALLIANT ENERGY	07/08/2025	ELECTRICITY	044-440-6371	1,666.66
TREASURER STATE OF IOWA	07/14/2025	SALES TAX	044-440-6491	206.15
TREASURER STATE OF IOWA	07/14/2025	SALES TAX	044-440-6493	34.15
STATE HYGIENIC LABORATORY...	07/14/2025	WATER TESTING	044-440-6470	14.50
MAQUOKETA VALLEY ELECTRI...	07/14/2025	AQUA COURT WIFI	044-440-6373	52.43
WAPSI WASTE SERVICE, INC.	07/14/2025	TRASH SERVICE	044-440-6475	30.00
TOWN & COUNRTY WHOLESA...	07/14/2025	POOL CONCESSIONS	044-440-6546	834.37

Vendor Name	Post Date	Description (Item)	Account Number	Amount
BLACK HILLS ENERGY	07/14/2025	GAS UTILITY	044-440-6370	740.79
FAREWAY STORES, INC.	07/14/2025	TACO MEAT	044-440-6546	47.88
5 STAR PLUMBING, INC	07/14/2025	BACKFLOW TEST	044-440-6490	757.34
TOWN & COUNRTY WHOLESA...	07/14/2025	POOL CONCESSIONS	044-440-6546	2,126.78
			Department 440 - AQUA COURT Total:	**7,815.68**
			Fund 044 - AQUA COURT Total:	**7,815.68**
Fund: 046 - LAWRENCE COMMUNITY CENTER FUND				
Department: 460 - LAWRENCE COMMMUNITY CENTER				
ACCESS SYSTEMS LEASING	07/08/2025	COPIER LEASE	046-460-6470	249.58
ALLIANT ENERGY	07/08/2025	ELECTRICITY	046-460-6371	1,749.26
WAPSI WASTE SERVICE, INC.	07/14/2025	TRASH SERVICE	046-460-6475	140.00
BLACK HILLS ENERGY	07/14/2025	GAS UTILITY	046-460-6370	59.26
			Department 460 - LAWRENCE COMMMUNITY CENTER Total:	**2,198.10**
			Fund 046 - LAWRENCE COMMUNITY CENTER FUND Total:	**2,198.10**
Fund: 110 - ROAD USE TAX				
Department: 211 - Public Services - community betterment				
ACME TOOLS	07/14/2025	REPAIRED LEAF BLOWER	110-211-6504	62.69
U.S. CELLULAR	07/08/2025	CELL PHONES	110-211-6490	66.04
ACME TOOLS	07/14/2025	WEED EATER STRING	110-211-6504	71.98
ARNOLD MOTOR SUPPLY, LLP	07/14/2025	OIL/TOOL	110-211-6470	86.97
JOHN DEERE FINANCIAL	07/14/2025	BATTERY	110-211-6470	29.99
SHERWIN WILLIAMS CO/THE	07/14/2025	CABLE	110-211-6470	62.99
REXCO EQUIPMENT	07/14/2025	SWITCH	110-211-6470	10.93
ALLIANT ENERGY	07/08/2025	ELECTRICITY	110-211-6371	429.14
CROWLEY REPAIR	07/14/2025	MOWER BLADES	110-211-6470	190.53
LAWSON PRODUCTS, INC.	07/14/2025	PARTS	110-211-6470	204.09
RECREATIONAL MOTOR SPOR...	07/14/2025	OIL MIX	110-211-6470	95.79
BLACK HILLS ENERGY	07/14/2025	GAS UTILITY	110-211-6370	45.65
BODENSTEINER IMPLEMENT ...	07/14/2025	PARTS	110-211-6470	554.22
			Department 211 - Public Services - community betterment Total:	**1,911.01**
			Fund 110 - ROAD USE TAX Total:	**1,911.01**
Fund: 121 - LOCAL OPTION TAX 35%				
Department: 211 - Public Services - community betterment				
BOOMERANG	06/26/2025	WALWORTH RD - CONCRETE	121-211-6790	73,795.70
			Department 211 - Public Services - community betterment Total:	**73,795.70**
			Fund 121 - LOCAL OPTION TAX 35% Total:	**73,795.70**
Fund: 122 - LOCAL OPTION TAX 65%				
Department: 210 - ROADS, BRIDGES, SIDEWALKS				
ALLIANT ENERGY	07/08/2025	ELECTRICITY	122-210-6372	6,595.88
BOOMERANG	06/26/2025	WALWORTH RD - STORM & IN...	122-210-6757	46,310.00
			Department 210 - ROADS, BRIDGES, SIDEWALKS Total:	**52,905.88**
Department: 440 - AQUA COURT				
CARRICO AQUATIC RESOURCE...	07/14/2025	LIFEGUARD CHAIRS SHIPPING	122-440-6799	377.05
			Department 440 - AQUA COURT Total:	**377.05**
			Fund 122 - LOCAL OPTION TAX 65% Total:	**53,282.93**
Fund: 600 - WATER FUND				
Department: 810 - 810				
U.S. CELLULAR	07/08/2025	CELL PHONES	600-810-6373	202.32
J&R SUPPLY	07/14/2025	6" TEE	600-810-6782	560.00
USA BLUE BOOK	07/14/2025	THERMOMETERS	600-810-6504	187.29
CREATIVE FORMS & CONCEPT,...	07/14/2025	UB REMINDERS	600-810-4751	774.12
ALLIANT ENERGY	07/08/2025	ELECTRICITY	600-810-6371	11,455.05
BOOMERANG	06/26/2025	WALWORTH RD - WATER MAIN	600-810-6782	19,206.60
TREASURER STATE OF IOWA	07/14/2025	WET TAX	600-810-6491	4,604.53
J&R SUPPLY	07/14/2025	TEMP SIGNS	600-810-6504	757.87
IOWA DEPT OF NATURAL RES...	07/14/2025	FY26 PWS ANNUAL FEE	600-810-6553	484.55
EXPRESS PRINTING & DESIGN ...	07/14/2025	WATER TREATMENT MAILERS	600-810-6553	1,243.87

Vendor Name	Post Date	Description (Item)	Account Number	Amount
AUXIANT	07/14/2025	SELF FUNDED INSURANCE	600-810-6155	59.75
OLIN-MORLEY TELEPHONE C...	07/14/2025	PHONE	600-810-6373	104.95
IOWA ASSOC. OF MUNICIPAL ...	07/14/2025	QTR1 SAFETY TRAINING	600-810-6450	2,332.55
BLACK HILLS ENERGY	07/14/2025	GAS UTILITY	600-810-6370	154.68
DEREK YOUNG PROPERTY MA...	07/14/2025	CURBSTOP REPAIR	600-810-6782	1,850.00
ALTORFER MACHINERY CO	07/14/2025	WTP GEN SERVICE	600-810-6722	1,358.00
US POSTMASTER	07/08/2025	UB REMINDERS	600-810-6508	89.04
IOWA ONE CALL	07/14/2025	LOCATES	600-810-6489	38.70
			Department 810 - 810 Total:	**45,463.87**
			Fund 600 - WATER FUND Total:	**45,463.87**
Fund: 610 - WASTEWATER FUND				
Department: 815 - 815				
DRJ GROUP LLC	07/14/2025	DRJ GROUP	610-815-6470	583.00
IOWA DEPT OF NATURAL RES...	07/10/2025	ALLEY SEWER PERMIT	610-815-6553	101.50
U.S. CELLULAR	07/08/2025	CELL PHONES	610-815-6373	183.15
AEROMOD	07/14/2025	VALVE REPAIR KITS	610-815-6470	3,077.14
ALTORFER MACHINERY CO	07/14/2025	WWTP GEN SERVICE	610-815-6470	1,147.00
USA BLUE BOOK	07/14/2025	THERMOMETERS	610-815-6504	226.49
HACH COMPANY	07/14/2025	TESTING SUPPLIES	610-815-6501	91.95
MINGER MOWING & LANDSC...	07/14/2025	POISON IVY SPRAYING	610-815-6554	80.00
ERA	07/14/2025	PROFICIENCY TESTING	610-815-6553	562.13
DUBUQUE METROPOLITAN A...	07/14/2025	DEBRIS DISPOSAL	610-815-6553	132.00
CREATIVE FORMS & CONCEPT,...	07/14/2025	UB REMINDERS	610-815-4751	774.11
ALLIANT ENERGY	07/08/2025	ELECTRICITY	610-815-6371	12,245.50
TREASURER STATE OF IOWA	07/14/2025	SALES TAX	610-815-6491	758.53
TREASURER STATE OF IOWA	07/14/2025	SALES TAX	610-815-6493	126.63
LINN CO-OP OIL CO.	07/14/2025	FUEL	610-815-6551	1,345.22
C.J. COOPER & ASSOCIATES, I...	07/14/2025	DOT PHYSICAL	610-815-6412	130.00
AUXIANT	07/14/2025	SELF FUNDED INSURANCE	610-815-6155	50.25
SCHMITZ JANITORIAL SUPPLY	07/14/2025	MISC SUPPLIES	610-815-6530	359.25
WAPSI WASTE SERVICE, INC.	07/14/2025	TRASH SERVICE	610-815-6523	90.00
GPM	07/14/2025	SAMPLER REPAIRS	610-815-6785	556.00
IOWA ASSOC. OF MUNICIPAL ...	07/14/2025	QTR1 SAFETY TRAINING	610-815-6450	2,332.55
JOHN DEERE FINANCIAL	07/14/2025	RUBBER BOOTS	610-815-6510	164.98
BLACK HILLS ENERGY	07/14/2025	GAS UTILITY	610-815-6370	152.69
TEST INC / QC ANALYTICAL SE...	07/14/2025	JUNE TESTING	610-815-6479	1,238.00
FAREWAY STORES, INC.	07/14/2025	VASELINE	610-815-6540	5.49
CHEM RIGHT LABORATORIES ...	07/14/2025	E.COLI	610-815-6479	26.00
US POSTMASTER	07/08/2025	UB REMINDERS	610-815-6508	89.04
FAREWAY STORES, INC.	07/14/2025	DISTILLED WATER	610-815-6540	37.62
IOWA ONE CALL	07/14/2025	LOCATES	610-815-2901	38.70
LINN CO-OP OIL CO.	07/14/2025	FUEL	610-815-6551	1,078.14
			Department 815 - 815 Total:	**27,783.06**
			Fund 610 - WASTEWATER FUND Total:	**27,783.06**
			Grand Total:	**336,301.20**

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	92,047.66	72,970.81
015 - FIRE SERVICE	26,283.50	23,355.92
041 - LIBRARY FUND	1,705.40	1,705.40
043 - PARKS & RECREATION	4,014.29	727.27
044 - AQUA COURT	7,815.68	1,906.96
046 - LAWRENCE COMMUNITY CENTER FUND	2,198.10	1,998.84
110 - ROAD USE TAX	1,911.01	495.18
121 - LOCAL OPTION TAX 35%	73,795.70	73,795.70
122 - LOCAL OPTION TAX 65%	53,282.93	52,905.88
600 - WATER FUND	45,463.87	35,617.29
610 - WASTEWATER FUND	27,783.06	13,554.60
Grand Total:	**336,301.20**	**279,033.85**

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-2200	FIT HOLDING	5,141.79	5,141.79
001-000-2201	SIT HOLDING	2,088.15	2,088.15
001-000-2202	FICA HOLDING	11,477.58	11,477.58
001-000-2203	IPERS HOLDING	11,824.68	11,824.68
001-000-2204	PEDC HOLDING	596.55	596.55
001-000-2205	HEALTH & CANCER INS. ...	34,845.09	34,845.09
001-000-2206	MEDICARE HOLDING	2,742.42	2,742.42
001-000-2208	LIFE HOLDING	815.45	815.45
001-110-6155	SELF FUNDED HEALTH INS	251.58	251.58
001-110-6160	WORKER'S COMP INSUR...	7,375.00	0.00
001-110-6181	ALLOWANCE, UNIFORM	415.85	0.00
001-110-6370	UTILITIES, GAS	45.65	0.00
001-110-6371	UTILITIES, ELECTRIC	435.89	435.89
001-110-6373	UTILITIES, TELEPHONE	549.74	549.74
001-110-6411	PROFESSIONAL SERVICES...	215.00	0.00
001-110-6429	WORK COMP DEDUC	258.42	0.00
001-110-6470	EQUIPMENT MAINT CO...	167.36	167.36
001-110-6474	MAINTENANCE, VEHICLE	350.04	0.00
001-110-6480	COMPUTER INTERNET S...	383.33	383.33
001-110-6504	EQUIPMENT, SMALL	78.00	0.00
001-110-6540	BLDG & GROUNDS MAI...	31.00	0.00
001-210-6155	SELF FUNDED HEALTH INS	245.60	78.75
001-290-6461	SOLID WASTE COLLECTI...	140.00	0.00
001-450-6491	GRAVE SERVICING	700.00	0.00
001-610-6479	CONTRBUTIONS TO OUT...	4,600.00	850.00
001-612-6155	SELF FUNDED HEALTH INS	40.75	40.75
001-622-6155	SELF FUNDED HEALTH INS	50.25	50.25
001-622-6373	UTILITIES, TELEPHONE	46.56	46.56
001-622-6414	PUBLIC NOTICES	147.56	0.00
001-622-6430	MEMBERSHIP DUES & S...	3,388.00	0.00
001-622-6470	OFFICE EQUIPMENT/MA...	167.35	167.35
001-622-6535	SUPPLIES/NONCAP EQUI...	119.97	0.00
001-640-6455	CONTRACTS, GEN. CITY ...	1,100.00	0.00
001-650-6370	UTILITIES, GAS	72.51	0.00
001-650-6371	UTILITIES, ELECTRIC	417.54	417.54
001-650-6475	BUIDLING & GROUNDS ...	31.00	0.00
001-699-6408	PROF. SERV., INSUR. LIAB.	692.00	0.00
015-150-6069	CALL/MEETING STIPEND	22,797.50	22,777.50
015-150-6160	WORKER'S COMP INSUR...	2,000.00	0.00
015-150-6370	UTILITIES, GAS	93.08	0.00
015-150-6371	UTILITIES, ELECTRIC	578.42	578.42
015-150-6470	MAINTENANCE, EQUIP...	568.50	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
015-150-6475	MAINTENANCE, GROUN...	246.00	0.00
041-410-6155	SELF FUNDED HEALTH INS	59.75	59.75
041-410-6371	UTILITIES, ELECTRIC	1,599.09	1,599.09
041-410-6373	UTILITIES, TELEPHONE	46.56	46.56
043-430-6155	SELF FUNDED HEALTH INS	40.75	40.75
043-430-6210	MEMBERSHIP DUES & S...	180.00	0.00
043-430-6310	CONTRACT SERVICES	785.00	0.00
043-430-6371	UTILITIES, ELECTRIC	639.96	639.96
043-430-6373	UTILITIES, TELEPHONE	71.98	46.56
043-430-6470	MAINTENANCE, EQUIP...	224.75	0.00
043-430-6471	RECREATION SOFTWARE	2,071.85	0.00
044-440-6370	UTILITIES, GAS	740.79	0.00
044-440-6371	UTILITIES, ELECTRIC	1,666.66	1,666.66
044-440-6373	UTILITIES, TELEPHONE	52.43	0.00
044-440-6470	PROF SERV-TESTING & I...	14.50	0.00
044-440-6475	MAINTENANCE, BLDGS &..	30.00	0.00
044-440-6490	PROFESSIONAL SERVICES	757.34	0.00
044-440-6491	SALES TAXES PAID	206.15	206.15
044-440-6493	LOCAL OPTION SALES TA...	34.15	34.15
044-440-6546	MERCHANDISE FOR RES...	4,313.66	0.00
046-460-6370	UTILITIES, GAS	59.26	0.00
046-460-6371	UTILITIES, ELECTRIC	1,749.26	1,749.26
046-460-6470	MAINTENANCE, EQUIP...	249.58	249.58
046-460-6475	MAINTENANCE, BLDGS &..	140.00	0.00
110-211-6370	UTILITIES, GAS	45.65	0.00
110-211-6371	UTILITIES, ELECTRIC	429.14	429.14
110-211-6470	MAINTENANCE, EQUIP...	1,235.51	0.00
110-211-6490	MAINT. CONTRACT PAG...	66.04	66.04
110-211-6504	EQUIPMENT, SMALL	134.67	0.00
121-211-6790	STREET IMPROVEMENTS	73,795.70	73,795.70
122-210-6372	ELECTRIC UTILITIES, ST L...	6,595.88	6,595.88
122-210-6757	STORM SEWER IMPROV...	46,310.00	46,310.00
122-440-6799	FACILITIES IMPROVEME...	377.05	0.00
600-810-4751	MISCELLANEOUS REVEN...	774.12	0.00
600-810-6155	SELF FUNDED HEALTH INS	59.75	59.75
600-810-6370	UTILITIES, GAS	154.68	0.00
600-810-6371	UTILITIES, ELECTRIC	11,455.05	11,455.05
600-810-6373	UTILITIES, TELEPHONE	307.27	202.32
600-810-6450	SAFETY COUNCIL EXPEN...	2,332.55	0.00
600-810-6489	PROFESSIONAL SERVICES	38.70	0.00
600-810-6491	SALES TAXES PAID	4,604.53	4,604.53
600-810-6504	EQUIPMENT, SMALL	945.16	0.00
600-810-6508	SUPPLIES, POSTAGE	89.04	89.04
600-810-6553	MISCELLANEOUS EXPEN...	1,728.42	0.00
600-810-6722	EQUIPMENT, OPERATIO...	1,358.00	0.00
600-810-6782	WATER SYSTEM IMPRO...	21,616.60	19,206.60
610-815-2901	ACCOUNTS PAYABLE	38.70	0.00
610-815-4751	MISCELLANEOUS REVEN...	774.11	0.00
610-815-6155	SELF FUNDED HEALTH INS	50.25	50.25
610-815-6370	UTILITIES, GAS	152.69	0.00
610-815-6371	UTILITIES, ELECTRIC	12,245.50	12,245.50
610-815-6373	UTILITIES, TELEPHONE	183.15	183.15
610-815-6412	EMPLOYEE PHYSCIALS-...	130.00	0.00
610-815-6450	SAFETY COUNCIL EXPEN...	2,332.55	0.00
610-815-6470	MAINTENANCE, EQUIP...	4,807.14	0.00
610-815-6479	PROF. SERVICES - TESTI...	1,264.00	0.00
610-815-6491	SALES TAXES PAID	758.53	758.53
610-815-6493	LOCAL OPTION SALES TA...	126.63	126.63

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
610-815-6501	CHEMICALS	91.95	0.00
610-815-6504	EQUIPMENT, SMALL	226.49	0.00
610-815-6508	SUPPLIES, POSTAGE	89.04	89.04
610-815-6510	SAFETY EQUIPMENT	164.98	0.00
610-815-6523	EQUIPMENT, BLDG. MAI...	90.00	0.00
610-815-6530	OPERATIONS SUPPLIES	359.25	0.00
610-815-6540	SUPPLIES, BLDGS. & GR...	43.11	0.00
610-815-6551	FUEL EXPENSE	2,423.36	0.00
610-815-6553	MISCELLANEOUS EXPEN...	795.63	101.50
610-815-6554	MAINTENANCE, GENERAL	80.00	0.00
610-815-6785	WASTEWTR SYSTEM IM...	556.00	0.00
	Grand Total:	**336,301.20**	**279,033.85**

Project Account Summary

Project Account Key		Expense Amount	Payment Amount
None		336,301.20	279,033.85
	Grand Total:	**336,301.20**	**279,033.85**

GovConnectIowa Tobacco Licensing

< CITY OF ANAMOSA

Retail Tobacco License Review

CITY OF ANAMOSA
1507375808

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Application Information

Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP	: DOLGENCORP LLC
Type of ownership	: Limited Liability Company
Primary office address	: 100 MISSION RDG GOODLETTSVILLE TN 37072-2171
Legal Ownership Phone	: 615-855-4000
Legal Ownership Email	: tax-beerandwinelicense@dollargeneral.com

Application Information

City/County Permit Number	: 2024-03
Sales and Use Permit Number	: 153006354
Location Name	: DOLLAR GENERAL #3685
Location Phone Number	: 615-855-4000
Location Address	: 314 W MAIN ST ANAMOSA IA 52205-1164
Location Mailing Address	: 100 MISSION RDG GOODLETTSVILLE TN 37072-2171
Renewal	: Yes
Start Date	: 01-Jul-2025
End Date	: 30-Jun-2026
License Fee	: 75.00

Types of Sales	: Over the Counter
Type of Establishment	: Convenience store/gas station
Types of Products Sold	: Cigarettes, Tobacco
Do you intend to make retail sales to ultimate consumers?	: Yes
Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step:	: No

Corporate Officers

Title	Name	Address
Managing Officer	TAYLOR, EMILY	100 MISSION RDG DEPT TAXLICENSING GOODLETTSVILLE TN 37072-2171

Suppliers List

ITG Brands
RJ Reynolds
Liggett Vector Brands
Altria- Phillip Morris
Xcaliber Internation / Edgefield
Futura

Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision *

Approve | Deny

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< CITY OF ANAMOSA

Retail Tobacco License Review

CITY OF ANAMOSA
1507375808

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Application Information

Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP	: CASEYS MARKETING COMPANY
Type of ownership	: Corporation
Primary office address	: 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672
Legal Ownership Phone	: 515-381-4090
Legal Ownership Email	: licensingteam@caseys.com

Application Information

City/County Permit Number	: 2024-02
Sales and Use Permit Number	: 153007553
Location Name	: CASEY'S #2908
Location Phone Number	: 319-387-4026
Location Address	: 1752 HIGHWAY 64 E ANAMOSA IA 52205-2125
Location Mailing Address	: 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672

Renewal	: Yes
Start Date	: 01-Jul-2025
End Date	: 30-Jun-2026
License Fee	: 75.00
Types of Sales	: Over the Counter
Type of Establishment	: Convenience store/gas station
Types of Products Sold	: Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products
Do you intend to make retail sales to ultimate consumers?	: Yes
Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step:	: No

Corporate Officers

Title	Name	Address
PRESIDENT	JAMES, SAMUEL	3204 NE AVERY DR ANKENY IA 50021-6301
ASSISTANT SECRETARY	BEECH, DOUGLAS	729 NE BROOK HAVEN DR ANKENY IA 50021-4529
TREASURER	LARSEN, ERIC	4407 NW 5TH ST ANKENY IA 50023-8841
SECRETARY	FABER, SCOTT	6749 CARDIFF CT JOHNSTON IA 50131-2783
VICE PRESIDENT	JOHNSON, BRIAN	9129 NW 73RD CIR JOHNSTON IA 50131-4836

Suppliers List

File Name	View File

File Name	View File
2025 TOBACCO SUPPLIERS.pdf	View File

Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision *

Approve Deny

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< CITY OF ANAMOSA

Retail Tobacco License Review

CITY OF ANAMOSA
1507375808

> Application Information

Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP	: CASEYS MARKETING COMPANY
Type of ownership	: Corporation
Primary office address	: 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672
Legal Ownership Phone	: 515-381-4090
Legal Ownership Email	: licensingteam@caseys.com

Application Information

City/County Permit Number	: 2024-02
Sales and Use Permit Number	: 153007553
Location Name	: CASEY'S #2908
Location Phone Number	: 319-387-4026
Location Address	: 1752 HIGHWAY 64 E ANAMOSA IA 52205-2125
Location Mailing Address	: 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672

Renewal	: Yes
Start Date	: 01-Jul-2025
End Date	: 30-Jun-2026
License Fee	: 75.00
Types of Sales	: Over the Counter
Type of Establishment	: Convenience store/gas station
Types of Products Sold	: Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products
Do you intend to make retail sales to ultimate consumers?	: Yes
Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step:	: No

Corporate Officers

Title	Name	Address
PRESIDENT	JAMES, SAMUEL	3204 NE AVERY DR ANKENY IA 50021-6301
ASSISTANT SECRETARY	BEECH, DOUGLAS	729 NE BROOK HAVEN DR ANKENY IA 50021-4529
TREASURER	LARSEN, ERIC	4407 NW 5TH ST ANKENY IA 50023-8841
SECRETARY	FABER, SCOTT	6749 CARDIFF CT JOHNSTON IA 50131-2783
VICE PRESIDENT	JOHNSON, BRIAN	9129 NW 73RD CIR JOHNSTON IA 50131-4836

Suppliers List

File Name	View File

File Name	View File
2025 TOBACCO SUPPLIERS.pdf	View File

Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision *

Approve Deny

Cancel **Save Draft** < **Previous** Next >

Your online session will timeout after 30 minutes of inactivity. All unsaved information will be lost.

< CITY OF ANAMOSA

Retail Tobacco License Review

CITY OF ANAMOSA
1507375808

>

Application Information

Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP	: FAREWAY STORES INC
Type of ownership	: Corporation
Primary office address	: 8800 NW 62ND AVE JOHNSTON IA 50131-2849
Legal Ownership Phone	: 515-432-2623
Legal Ownership Email	: storelicenses@farewaystores.com

Application Information

City/County Permit Number	: 2024-04
Sales and Use Permit Number	: 153007983
Location Name	: FAREWAY STORES, INC. #166
Location Phone Number	: 319-462-4425
Location Address	: 402 E MAIN ST ANAMOSA IA 52205-1810
Location Mailing Address	: 8800 NW 62ND AVE JOHNSTON IA 50131-2849
Renewal	: Yes

Start Date	: 01-Jul-2025
End Date	: 30-Jun-2026
License Fee	: 75.00
Types of Sales	: Over the Counter
Type of Establishment	: Grocery store
Types of Products Sold	: Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products
Do you intend to make retail sales to ultimate consumers?	: Yes
Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step:	: No

Corporate Officers

Title	Name	Address
CFO	MORAN, JAKE	PO BOX 70 715 8TH STREET BOONE IA 50036-0070

Suppliers List

Midwest Quality Wholesale

Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision *

Approve	Deny

CITY OF ANAMOSA

NOISE / STREET CLOSURE PERMIT APPLICATION

Date: 06/10/2025

☐ **NOISE PERMIT**
☐ **STREET CLOSURE PERMIT**

Applicants Name: Anamosa Chamber of Commerce

Applicant's Address: 203 E Main St

Applicant's Phone: 319-462-4879

Event Location/Address: Area around the football field

Detailed Description of Event:
Parade staging and lineup

We are requesting police vehicles to lead and trail the parade. We are also requesting a fire truck at 1PM to help with blocking the road.

Date of Event: 10/04/2025 **Time Period of Event:** 10am-2:30pm

TYPE OF NOISE VARIANCE REQUESTED:

☐ **MUSICAL INSTRUMENT** ☐ **SOUND EQUIPMENT**

STREET CLOSURE INFORMATION (If Applicable)

Street(s) to be affected: Walworth, Cemetery, Elm, Mechanic

Starting at intersection(s) of: top of Walworth Ave

End at intersection(s) of: Walworth & Elm

Please attach a detailed map/drawing of area.

Barricades Needed?: Y / N **How many:** _____ **Type:** _____

*****Barricades are to be picked up at the City Shop area by 12:00 p.m. Noon on Friday prior to weekend event. Barricades are to be returned to the City Shop area by 12:00 p.m. Noon on the Monday following a weekend event.*****

COPY OF ORDINANCE GIVEN TO APPLICANT? ____

COUNCIL APPROVED ON: _____
AMOUNT OF FEE PAID: _____

DISTRIBUTE COPIES TO: ____* APPLICANT ____* POLICE DEPT.
____* PUBLIC SERVICES ____* FIRE DEPT.

PETITION FOR NOISE / STREET CLOSURE PERMIT

We the undersigned property owners have no objection to the issuance of a Noise / Street Closure Permit to the applicant _____for the event of _____ to be held on _____.

NAME	STREET ADDRESS	DATE

CITY OF ANAMOSA

NOISE / STREET CLOSURE PERMIT APPLICATION

Date: 06/10/2025

☐ **NOISE PERMIT**
☐ **STREET CLOSURE PERMIT**

Applicants Name: Anamosa Chamber of Commerce

Applicant's Address: 203 E Main St

Applicant's Phone: 319-462-4879

Event Location/Address: Walworth Ave

Detailed Description of Event:
Pumpkin Roll for this year's Pumpkinfest. Pumpkins will roll from the top of Walworth Hill.

We would like to request a city end loader to roll the pumpkins and for the city to block the storm drains.

Date of Event: 10/02/25 **Time Period of Event:** 5:30pm-6:30pm

TYPE OF NOISE VARIANCE REQUESTED:

☐ **MUSICAL INSTRUMENT** ☐ **SOUND EQUIPMENT**

STREET CLOSURE INFORMATION (If Applicable)

Street(s) to be affected: Walworth, W 2nd, Garnavillo, Cemetery

Starting at intersection(s) of: W 2nd & Garnavillo

End at intersection(s) of: Walworth & Cemetery

Please attach a detailed map/drawing of area.

Barricades Needed?: Y N **How many:** _____ **Type:** _____

*****Barricades are to be picked up at the City Shop area by 12:00 p.m. Noon on Friday prior to weekend event. Barricades are to be returned to the City Shop area by 12:00 p.m. Noon on the Monday following a weekend event.*****

COPY OF ORDINANCE GIVEN TO APPLICANT? ____

COUNCIL APPROVED ON: _____
AMOUNT OF FEE PAID: _____

DISTRIBUTE COPIES TO: ____* **APPLICANT** ____* **POLICE DEPT.**
____* **PUBLIC SERVICES** ____* **FIRE DEPT.**

PETITION FOR NOISE / STREET CLOSURE PERMIT

We the undersigned property owners have no objection to the issuance of a Noise / Street Closure Permit to the applicant _____for the event of _____ to be held on _____.

NAME	STREET ADDRESS	DATE

CITY OF ANAMOSA

NOISE / STREET CLOSURE PERMIT APPLICATION

Date: 06/10/2025

☐ **NOISE PERMIT**
☐ **STREET CLOSURE PERMIT**

Applicants Name: Anamosa Chamber of Commerce

Applicant's Address: 203 E Main St

Applicant's Phone: 319-462-4879

Event Location/Address: Downtown Anamosa

Detailed Description of Event:
Pumpkinfest activities on Main Street

Date of Event: 10/04/2025 **Time Period of Event:** 6am-6pm

TYPE OF NOISE VARIANCE REQUESTED:

☐ **MUSICAL INSTRUMENT** ☐ **SOUND EQUIPMENT**

STREET CLOSURE INFORMATION (If Applicable)

Street(s) to be affected: Main, Williams, Garnavillo, Ford, Cleveland, Huber, Booth, Davis

Starting at intersection(s) of: Main & Garnavillo

End at intersection(s) of: Main & Williams

Please attach a detailed map/drawing of area.

Barricades Needed?: Y / N **How many:** _____ **Type:** _____

*****Barricades are to be picked up at the City Shop area by 12:00 p.m. Noon on Friday prior to weekend event. Barricades are to be returned to the City Shop area by 12:00 p.m. Noon on the Monday following a weekend event.*****

COPY OF ORDINANCE GIVEN TO APPLICANT? ____

COUNCIL APPROVED ON: _____
AMOUNT OF FEE PAID: _____

DISTRIBUTE COPIES TO: ____* **APPLICANT** ____* **POLICE DEPT.**
____* **PUBLIC SERVICES** ____* **FIRE DEPT.**

PETITION FOR NOISE / STREET CLOSURE PERMIT

We the undersigned property owners have no objection to the issuance of a Noise / Street Closure Permit to the applicant _____for the event of _____ to be held on _____.

NAME	STREET ADDRESS	DATE

PURCHASE FOR CAR/BODY CAMERA SYSTEM

Proposal by Eric Werling, Chief of Police – Anamosa Police Department

REQUEST:

The Anamosa Police Department is requesting a replacement for our failing body and car camera systems. With the addition of the School Resource Officer, we will have 9 certified police officers, 4 part time officers, and 6 police vehicles (4 for patrol, 1 for Chief, and 1 for the SRO). This is why we are requesting 10 body cameras and 6 car cameras, along with the supporting hardware and software for the system and video storage. This will give us 1 body camera per full-time officer and 1 for all of the part-time officers to share and 1 camera system for each squad car. Once approved, there is a minimum of a 60-day delivery period so the order will be placed as soon as possible after approval. The total cost of the purchase will be no more than $93,001 dollars for a 5-year contract (roughly $18,600.20 dollars per year for 5 years). The ongoing cost after the end of the contract will be roughly $10,000 dollars (if unlimited video storage is required) and will be built into the Anamosa Police Department regular budget.

OVERVIEW:

As you have seen in the Police Department monthly reports, our current camera system (Digital Ally) is failing, and we do not have enough cameras for each officer. We currently only have seven functional cameras for eight officers, and we will need nine cameras when we add the School Resource Officer. Of the seven cameras that function, three of them default to a date in the past when recording. This causes issues with the videos as evidence and additionally, causes great difficulty when attempting to locate downloaded video since we cannot look up recorded video by the date the incident occurred. Another factor is that the company is not very responsive when we have reached out, they don't make replacements for our current cameras, and they do not support the software for our cameras. (This is also why we have a relatively low cost for the system) The cameras are low quality, poorly constructed/easily damaged, not reliable, and the battery life is poor. The customer service for our current system is also lacking. Many departments across Iowa who are currently using Digital Ally are moving away from them and those agencies have had a hard time getting rid of old equipment because it seems that no department wants it.

In our search for a new camera system, we researched four different companies for body/car camera systems that are well established and have a quality product. We arrived at these companies after looking into other departments to see what they utilized and what they felt were the pros and cons of their systems.

Anamosa
pumpkin capital of IOWA

PURCHASE PROPOSAL FOR COUNCIL

NEEDS:

Police departments need quality audio/video for each officer and each police vehicle for several reasons. The primary reason for them is evidence collection and evidence preservation. A recording of an event will give the Department the ability to determine exactly what was said or seen by the officers and that can help during the prosecution of a suspect, exonerate an officer during a complaint, or help with training when other officers can review a video and learn from another officer's experience. Additional reasons for utilizing body worn and car cameras include (but are not limited to): increased accountability and transparency, deterring misconduct, building public trust, resolving complaints, improving citizen interactions, and reducing use of force.

CONSIDERATIONS:

Four different options were considered for this proposal. Motorola, iPro, Getac, and Axon. Each of these options had a 5-year contract, start-up costs, and would have ongoing maintenance costs after the end of the contract. Each has their own method of storage (cloud storage vs on site storage) as well.

Not all of the companies provided information for exactly what we asked for. Axon and iPro provided quotes (as requested) for 10 body cameras and 6 car cameras. Getac provided a quote for 8 body cameras and 6 car cameras. Motorola provided a quote for 6 body cameras and 6 car cameras. The prices below reflect these numbers. We were unable to get an updated quote from Motorola, they were difficult to work with for the quote.

Four quotes are attached to this proposal and the total costs are below:

Product	Hardware/ Software cost	Additional cost for server upgrade	Total cost for 5-year contract	Cost per year (for 5 years)
Axon	$93,001.00		$93,001.00	$18,600.20
Getac	$93,846.36		$93,846.36	$18,769.27
iPro	$98,767.27	$ 20,000.00	$118,767.27	$23,753.45
Motorola	$103,349.00		$103,349.00	$20,669.80

Motorola was the most expensive and also the least responsive to our requests for information when we were gathering quotes. iPro would require us to keep videos on a server and our IT company estimated an upgrade of

our current server would be needed and that would create a substantial additional cost. Getac and Axon were close in price, but Axon was lower, is a reliable product, has been very responsive to requests, and has offered additional cost savings several times. Axon also has built into the contract to have new equipment installed at the end of the 5-year contract. Finally, Keltek (who is our current installer for police vehicle equipment) is an authorized Axon installation provider.

FUNDING:

This project would be funded through a GO Bond that would also include 2 other purchases (Squad Car and upfitting for squad car) for the Anamosa Police Department. Yearly maintenance after the contract ends would be built into the Police Department annual budget after the contract ends. This may be paid in one lump sum or in parts over a 5 year period depending on the Council's wishes. Axon has offered discounts several times and if a contract is signed before 6/30/2025, the total cost of the 5 year contract will be

QUOTES/BID:

For each of the four companies, we spoke with representatives, reviewed the specs for their products, evaluated user interface, and evaluated how the cameras would fit into our current infrastructure. We requested quotes for the exact same number of car/body cameras from each company, but did not receive those from each company. Bids for iPro, Motorola, Getec, and Axon are attached to this proposal. All companies we approached require a signed contract for 5 years. Keltek is the provider for both iPro and Getec products and an installer for Axon. A total of 5 quotes will be attached. One for Motorola, one for iPro, one for Getac, and 2 from Axon. The 2nd Axon quote will be a discounted quote for signing a contract prior to the end of June, 2025. An additional quote from Encompass is also attached for the server upgrade that would be required for iPro.

PROPOSED SOLUTION/RECOMMENDED ACTION:

I am recommending that the Anamosa City Council approve the City Administrator to sign a contract with Axon for $93,001 dollars for a five-year contract. It should be noted that if a contract is signed prior to 6/30/2025, the total price will be discounted to $90,388.60 dollars for a five-year contract.

Non-Binding Budgetary Estimate

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-662994-45694.854WR

Issued: 02/06/2025

Quote Expiration: 03/31/2025

Estimated Contract Start Date: 07/01/2025

Account Number: 305634

Payment Terms:

Delivery Method:

SHIP TO	BILL TO
Anamosa Police Dept. - IA 100 E 1st St Anamosa, IA 52205-1814 USA	Anamosa Police Dept. - IA 100 E 1st St Anamosa IA 52205-1814 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Wesley Rouse Phone: Email: wrouse@axon.com Fax:	Eric Werling Phone: (319) 462-4434 Email: eric.werling@anamosa-ia.org Fax: (319) 462-2351

Quote Summary

Program Length	60 Months
TOTAL COST	$93,001.00
ESTIMATED TOTAL W/ TAX	$93,001.00

Discount Summary

Average Savings Per Year	$10,692.12
TOTAL SAVINGS	$53,460.60

Payment Summary

Date	Subtotal	Tax	Total
Jun 2025	$18,600.20	$0.00	$18,600.20
Jun 2026	$18,600.20	$0.00	$18,600.20
Jun 2027	$18,600.20	$0.00	$18,600.20
Jun 2028	$18,600.20	$0.00	$18,600.20
Jun 2029	$18,600.20	$0.00	$18,600.20
Total	**$93,001.00**	**$0.00**	**$93,001.00**

Quote Unbundled Price:	$146,461.60
Quote List Price:	$110,983.60
Quote Subtotal:	$93,001.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B+TAP	Fleet 3 Basic + TAP	6	60	$227.59	$204.74	$154.80	$55,728.00	$0.00	$55,728.00
B00047	BUNDLE - AXON BODY CAMERA STARTER BUNDLE	10	60	$98.50	$53.08	$53.08	$31,848.00	$0.00	$31,848.00
A la Carte Software									
ProLicense	Pro License Bundle	1	60		$48.82	$48.75	$2,925.00	$0.00	$2,925.00
A la Carte Services									
80146	AXON BODY - PSO - VIRTUAL STARTER	1			$2,500.00	$2,500.00	$2,500.00	$0.00	$2,500.00
Total							$93,001.00	$0.00	$93,001.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	10	1	06/01/2025
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	100206	AXON BODY 4 - 8 BAY DOCK	2	1	06/01/2025
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	11	1	06/01/2025
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	11	1	06/01/2025
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	06/01/2025
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	06/01/2025
Fleet 3 Basic + TAP	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	6	1	06/01/2025
Fleet 3 Basic + TAP	70112	AXON SIGNAL - VEHICLE	6	1	06/01/2025
Fleet 3 Basic + TAP	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	6	1	06/01/2025
Fleet 3 Basic + TAP	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	6	1	06/01/2025
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	73309	AXON BODY - TAP REFRESH 1 - CAMERA	10	1	12/01/2027
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	1	12/01/2027
Fleet 3 Basic + TAP	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	6	1	06/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	10	07/01/2025	06/30/2030
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	10	07/01/2025	06/30/2030
Fleet 3 Basic + TAP	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	6	07/01/2025	06/30/2030
Fleet 3 Basic + TAP	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	12	07/01/2025	06/30/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	3	07/01/2025	06/30/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	07/01/2025	06/30/2030

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	6
Fleet 3 Basic + TAP	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	6
A la Carte	80146	AXON BODY - PSO - VIRTUAL STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	80464	AXON BODY - TAP WARRANTY - CAMERA	10	06/01/2026	06/30/2030
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	06/01/2026	06/30/2030
Fleet 3 Basic + TAP	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	6	06/01/2026	06/30/2030
Fleet 3 Basic + TAP	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	6	06/01/2026	06/30/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	100 E 1st St	Anamosa	IA	52205-1814	USA

Payment Details

Jun 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	80146	AXON BODY - PSO - VIRTUAL STARTER	1	$500.00	$0.00	$500.00
Year 1	B00047	BUNDLE - AXON BODY CAMERA STARTER BUNDLE	10	$6,369.59	$0.00	$6,369.59
Year 1	Fleet3B+TAP	Fleet 3 Basic + TAP	6	$11,145.61	$0.00	$11,145.61
Year 1	ProLicense	Pro License Bundle	1	$585.00	$0.00	$585.00
Total				**$18,600.20**	**$0.00**	**$18,600.20**

Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	80146	AXON BODY - PSO - VIRTUAL STARTER	1	$500.00	$0.00	$500.00
Year 2	B00047	BUNDLE - AXON BODY CAMERA STARTER BUNDLE	10	$6,369.59	$0.00	$6,369.59
Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	6	$11,145.61	$0.00	$11,145.61
Year 2	ProLicense	Pro License Bundle	1	$585.00	$0.00	$585.00
Total				**$18,600.20**	**$0.00**	**$18,600.20**

Jun 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	80146	AXON BODY - PSO - VIRTUAL STARTER	1	$500.00	$0.00	$500.00
Year 3	B00047	BUNDLE - AXON BODY CAMERA STARTER BUNDLE	10	$6,369.59	$0.00	$6,369.59
Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	6	$11,145.61	$0.00	$11,145.61
Year 3	ProLicense	Pro License Bundle	1	$585.00	$0.00	$585.00
Total				**$18,600.20**	**$0.00**	**$18,600.20**

Jun 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	80146	AXON BODY - PSO - VIRTUAL STARTER	1	$500.00	$0.00	$500.00
Year 4	B00047	BUNDLE - AXON BODY CAMERA STARTER BUNDLE	10	$6,369.59	$0.00	$6,369.59
Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	6	$11,145.61	$0.00	$11,145.61
Year 4	ProLicense	Pro License Bundle	1	$585.00	$0.00	$585.00
Total				**$18,600.20**	**$0.00**	**$18,600.20**

Jun 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	80146	AXON BODY - PSO - VIRTUAL STARTER	1	$500.00	$0.00	$500.00
Year 5	B00047	BUNDLE - AXON BODY CAMERA STARTER BUNDLE	10	$6,369.59	$0.00	$6,369.59
Year 5	Fleet3B+TAP	Fleet 3 Basic + TAP	6	$11,145.61	$0.00	$11,145.61
Year 5	ProLicense	Pro License Bundle	1	$585.00	$0.00	$585.00
Total				**$18,600.20**	**$0.00**	**$18,600.20**

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-662994-45818BC

Issued: 06/10/2025

Quote Expiration: 03/31/2025

Estimated Contract Start Date: 07/01/2025

Account Number: 305634

Payment Terms:

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Anamosa Police Dept. - IA 100 E 1st St Anamosa, IA 52205-1814 USA	Anamosa Police Dept. - IA 100 E 1st St Anamosa IA 52205-1814 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Wesley Rouse Phone: Email: wrouse@axon.com Fax:	Eric Werling Phone: (319) 462-4434 Email: eric.werling@anamosa-ia.org Fax: (319) 462-2351

Quote Summary

Program Length	60 Months
TOTAL COST	$90,388.60
ESTIMATED TOTAL W/ TAX	$90,388.60

Discount Summary

Average Savings Per Year	$11,214.72
TOTAL SAVINGS	$56,073.60

Payment Summary

Date	Subtotal	Tax	Total
Jul 2025	$18,077.72	$0.00	$18,077.72
Jul 2026	$18,077.72	$0.00	$18,077.72
Jul 2027	$18,077.72	$0.00	$18,077.72
Jul 2028	$18,077.72	$0.00	$18,077.72
Jul 2029	$18,077.72	$0.00	$18,077.72
Total	**$90,388.60**	**$0.00**	**$90,388.60**

Quote Unbundled Price:	$146,468.80
Quote List Price:	$112,931.20
Quote Subtotal:	$90,388.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B+TAP	Fleet 3 Basic + TAP	6	60	$227.61	$210.15	$155.51	$55,983.60	$0.00	$55,983.60
B00047	BUNDLE - AXON BODY CAMERA STARTER BUNDLE	10	60	$98.50	$53.08	$48.30	$28,980.00	$0.00	$28,980.00
A la Carte Software									
ProLicense	Pro License Bundle	1	60		$48.82	$48.75	$2,925.00	$0.00	$2,925.00
A la Carte Services									
80146	AXON BODY - PSO - VIRTUAL STARTER	1			$2,500.00	$2,500.00	$2,500.00	$0.00	$2,500.00
Total							$90,388.60	$0.00	$90,388.60

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	10	1	06/01/2025
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	100206	AXON BODY 4 - 8 BAY DOCK	2	1	06/01/2025
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	11	1	06/01/2025
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	11	1	06/01/2025
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	06/01/2025
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	06/01/2025
Fleet 3 Basic + TAP	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	6	1	06/01/2025
Fleet 3 Basic + TAP	101926	AXON FLEET - TAOGLAS ANT - 5-IN-1 2CELL 2WIFI 1GNSS INT	6	1	06/01/2025
Fleet 3 Basic + TAP	70112	AXON SIGNAL - VEHICLE	6	1	06/01/2025
Fleet 3 Basic + TAP	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	6	1	06/01/2025
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	73309	AXON BODY - TAP REFRESH 1 - CAMERA	10	1	12/01/2027
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	1	12/01/2027
Fleet 3 Basic + TAP	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	6	1	06/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	10	07/01/2025	06/30/2030
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	10	07/01/2025	06/30/2030
Fleet 3 Basic + TAP	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	6	07/01/2025	06/30/2030
Fleet 3 Basic + TAP	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	12	07/01/2025	06/30/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	3	07/01/2025	06/30/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	07/01/2025	06/30/2030

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	6
Fleet 3 Basic + TAP	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	6
A la Carte	80146	AXON BODY - PSO - VIRTUAL STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	80464	AXON BODY - TAP WARRANTY - CAMERA	10	06/01/2026	06/30/2030
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	06/01/2026	06/30/2030
Fleet 3 Basic + TAP	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	6	06/01/2026	06/30/2030
Fleet 3 Basic + TAP	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	6	06/01/2026	06/30/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	100 E 1st St	Anamosa	IA	52205-1814	USA

Payment Details

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	80146	AXON BODY - PSO - VIRTUAL STARTER	1	$500.00	$0.00	$500.00
Year 1	B00047	BUNDLE - AXON BODY CAMERA STARTER BUNDLE	10	$5,796.00	$0.00	$5,796.00
Year 1	Fleet3B+TAP	Fleet 3 Basic + TAP	6	$11,196.72	$0.00	$11,196.72
Year 1	ProLicense	Pro License Bundle	1	$585.00	$0.00	$585.00
Total				**$18,077.72**	**$0.00**	**$18,077.72**

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	80146	AXON BODY - PSO - VIRTUAL STARTER	1	$500.00	$0.00	$500.00
Year 1	B00047	BUNDLE - AXON BODY CAMERA STARTER BUNDLE	10	$5,796.00	$0.00	$5,796.00
Year 1	Fleet3B+TAP	Fleet 3 Basic + TAP	6	$11,196.72	$0.00	$11,196.72
Year 1	ProLicense	Pro License Bundle	1	$585.00	$0.00	$585.00
Total				**$18,077.72**	**$0.00**	**$18,077.72**

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	80146	AXON BODY - PSO - VIRTUAL STARTER	1	$500.00	$0.00	$500.00
Year 2	B00047	BUNDLE - AXON BODY CAMERA STARTER BUNDLE	10	$5,796.00	$0.00	$5,796.00
Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	6	$11,196.72	$0.00	$11,196.72
Year 2	ProLicense	Pro License Bundle	1	$585.00	$0.00	$585.00
Total				**$18,077.72**	**$0.00**	**$18,077.72**

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	80146	AXON BODY - PSO - VIRTUAL STARTER	1	$500.00	$0.00	$500.00
Year 3	B00047	BUNDLE - AXON BODY CAMERA STARTER BUNDLE	10	$5,796.00	$0.00	$5,796.00
Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	6	$11,196.72	$0.00	$11,196.72
Year 3	ProLicense	Pro License Bundle	1	$585.00	$0.00	$585.00
Total				**$18,077.72**	**$0.00**	**$18,077.72**

Jul 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	80146	AXON BODY - PSO - VIRTUAL STARTER	1	$500.00	$0.00	$500.00
Year 4	B00047	BUNDLE - AXON BODY CAMERA STARTER BUNDLE	10	$5,796.00	$0.00	$5,796.00
Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	6	$11,196.72	$0.00	$11,196.72
Year 4	ProLicense	Pro License Bundle	1	$585.00	$0.00	$585.00
Total				**$18,077.72**	**$0.00**	**$18,077.72**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

Cradlepoint Terms and Conditions:

By accepting this Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of this Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the partner of record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

6/10/2025



KELTEK INCORPORATED

Getac

Estimate

#6784

205 N High St
PO Box 14
Baxter IA 50028
United States
641-227-2222
sales@keltekinc.com

12/31/2024

Bill To

Anamosa Police Department
106 N Ford St
Anamosa IA 52205
United States

Ship To

Anamosa Police Department
106 N Ford St
Anamosa IA 52205
United States

TOTAL

$93,846.36

Expires: 03/31/2025

Sales Rep	Customer No.	Primary Contact	Shipping Method
Andrew Ketcham	394	Sergeant Nick Brokaw	Bestway

Item	Description	Quantity	MSRP	Discount	Rate	Amount
CONTACT	Sergeant Nick Brokaw (319) 462-4434 nick.brokaw@anamosa-ia.org					
ASSOCIATED CONTRACTS	Listed below are the contracts associated with this project.	1	$0.00	Base Price	$0.00	$0.00
DAS-IA	This quote is governed by the terms and conditions of DAS Contract MA 24088	1	$0.00	Base Price	$0.00	$0.00
SCOPE	Install new GETAC systems for Anamosa PD 8 BWCs 6 ICVs					
CAMERA	----------					
OBABTQXHXXXX	VR-X20G3 for In-Car Video, supports up to 4 cameras - DVR(VR-X20G3)- Ultra5+8GB RAM +256GB SSD+2nd 256GB SSD , Blackbox Recording, Backup Battery, Crash Sensor, DVR mounting bracket, Display (CU-D50) - 5 Touch Display, Includes cable (16ft), ZeroDark UltraHD (4k) IP Camera CA-NF42, (Wind Shield Mount), Includes cable (25ft), ZeroDark FHD IP Camera CA-NF21-146IR, (Standard Mount), Includes cable (14ft), Wiring kit(25ft), Wire Harness (2ft), 3 year hardware warranty	6	$6,296.00		$4,081.42	$24,488.52
GE-SVTREXT2Y	In Car Video Solution Extended Warranty - Year 4 & 5 - Getac, In Car Video Solution, Extended Warranty, 2, Year	6	$399.00	Base Price	$399.00	$2,394.00
CAMERA - ACCESSORIES	----------					
OIA01X	GETAC Video Solution Mounting Bracket (visor) Univ. for Display only	6	$123.00		$103.26	$619.56
OTX15X	BODY WORN CAMERA BLUETOOTH TRIGGER BOX, 5 YEAR WARRANTY	6	$234.46		$210.31	$1,261.86
CAMERA - ANTENNA	----------					
590GBL001097	Airgain EZConnect MULTIMAX 5G 3in1 antenna: 2xWi-Fi, 1xGNSS with 1 foot pigtail, Black	6	$157.38		$150.22	$901.32
590GBL001099	Airgain EZConnect MULTIMAX 5G 3in1 cable harness, 2xWi-Fi, 1xGNSS, 19 feet RP SMA on Wi-Fi, SMA on GNSS	6	$107.62		$102.72	$616.32

6784

KELTEK INCORPORATED

Estimate

#6784

205 N High St
PO Box 14
Baxter IA 50028
United States
641-227-2222
sales@keltekinc.com

12/31/2024

Item	Description	Quantity	MSRP	Discount	Rate	Amount
BWC - VEHICLE COMPONENTS	----------					
ORBB5U	SINGLE PORT DOCK (VD-04U), INCLUDES USB-C TO USB-A CABLE(3.28FT), USB A EXTENSION CABLE (12.5FT), USB-A 10W AC ADAPTER(US), 5 YEAR WARRANTY	6	$150.78		$135.25	$811.50
BWC - MAIN UNIT	----------					
OVWX4XXXXXX5	BC-04-4K - BWC DEVICE, 128GB + UHD/FHD/HD/ WVGA, WIFI + GPS + BLE, 5 YEARS WARRANTY, 5 YEARS BATTERY WARRANTY	10	$1,420.44		$1,269.66	$12,696.60
CAMERA - ACCESSORIES	----------					
ORB46X	GETAC VIDEO SOLUTIONS INC.:Body Worn Camera (BC-04), magnetic quick release charging USB cable (3.28 ft)	6	$44.20		$38.44	$230.64
BWC - ON PERSON MOUNT	---------- **Many Options Available**					
ORB342	BWC Molle mount V 2.0	10	$20.12	Base Price	$20.12	$201.20
ORB363	Body Worn Camera Magnetic (Double-Sided) Mount	10	$89.53	Base Price	$89.53	$895.30
BWC - IN OFFICE CHARGING/ OFFLOADING	----------					
OD4C5U	8 PORT MULTIDOCK (MD-04), INCLUDES 150W AC ADAPTER (US), 5 YEAR WARRANTY	1	$1,234.66		$1,075.54	$1,075.54
CAMERA - PROFESSIONAL SERVICES	----------					
OUA03X	Getac Cloud mnthly Plan 3 (Cloud 60G, SW Maint)	360	$61.00		$50.00	$18,000.00
OUA04X	Getac Cloud mnthly Plan 4 (Cloud Unlimted, SW Maint)	216	$88.00		$70.00	$15,120.00
OZX01X	GETAC Video Solution on-site consulting	1	$2,700.00		$2,600.00	$2,600.00
OZX04X	GETAC Video Solution - Getac Video On-Site Training - Per day	1	$1,400.00		$1,300.00	$1,300.00
OZX07X	Tier 1 Cloud Deployment Service, 1 Remote Setup Days / Up to 3 Days Onsite (Project/Training)	1	$2,700.00		$2,600.00	$2,600.00
Project Fee-DAS IA	Project Fee Includes all project expenses (travel time, mileage, overnight fees, per diem, technical labor, basic labor, supplies and shipping) per DAS Iowa State Contract MA 005 24088	1				

6784

KELTEK INCORPORATED

Estimate

#6784

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United States
641-227-2222
sales@keltekinc.com

12/31/2024

Item	Description	Quantity	MSRP	Discount	Rate	Amount
Retro Camera	Removal and Installation of any in car camera system. Can include removal and installation of BWC's mounted in the car. To include but not limited to the VPU, Front Camera's, transport area camera, and antennae . Preform a function test to verify working properly.	6	$599.00	Base Price	$599.00	$3,594.00
DAS-MILEAGE	The travel reimbursement amount for mileage is $.50 per mile covering the round trip distance from the Vendor's office to the work site location. The Vendor's travel downtime charge shall not exceed 50% of their hourly rate.	240	$0.50	Base Price	$0.50	$120.00
DAS-TRAVEL DOWNTIME	The travel reimbursement amount for mileage is $.50 per mile covering the round trip distance from the vendor's office to the work site location. The Vendor's travel downtime charge shall not exceed 50% of their hourly labor rate.	4	$80.00	Base Price	$80.00	$320.00
DAS-LODGING	Travel Expense - Lodging	4	$120.00	Base Price	$120.00	$480.00
DAS-MEALS	Travel Expense - Meals Maximum Daily Reimbursement for Meals are $12 for Breakfast, $15 for Lunch and $29 for Dinner plus applicable taxes	6	$56.00	Base Price	$56.00	$336.00
ARB-VPU-DEPLOY	Basic GETAC VPU Commissioning Per car/unit. Includes In Veh or Interview Room - Per Unit	6	$199.00	Base Price	$199.00	$1,194.00
BWC-DEPLOY	Basic Bodyworn Deployment Includes: Registration/Server Wireless 2 Config/Test -1 unit	10	$199.00	Base Price	$199.00	$1,990.00
						$8,034.00

Subtotal	$93,846.36
Shipping Cost	$0.00
Tax (%)	$0.00
Total	$93,846.36

Return Policy: https://www.keltekinc.com/return-policy/

State Contracts: https://www.keltekinc.com/state-contract/

Service Rates: https://www.keltekinc.com/service/

6784

MOTOROLA SOLUTIONS







Anamosa Police Department

Copy of M500/V700 VaaS

01/29/2025

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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MOTOROLA SOLUTIONS

QUOTE-2984631

01/29/2025

Anamosa Police Department
107 S Ford St
Anamosa, IA 52205-1841

RE: Motorola Quote for Copy of M500/V700 VaaS

Dear Nick Brokaw ,

Motorola Solutions is pleased to present Anamosa Police Department with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide Anamosa Police Department with the best products and services available in the communications industry. Please direct any questions to Thomas Dunsire at Tommy.Dunsire@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Thomas Dunsire

MOTOROLA SOLUTIONS

QUOTE-2984631
Copy of M500/V700 VaaS

Billing Address:
Anamosa Police Department
107 S Ford St
Anamosa, IA 52205-1841
US

Quote Date:01/29/2025
Expiration Date:04/29/2025
Quote Created By:
Thomas Dunsire
Tommy.Dunsire@
motorolasolutions.com

End Customer:
Anamosa Police Department
Nick Brokaw
nick.brokaw@anamosa-ia.org
(319) 462-4434

AGREEMENT: WG AGREEMENT

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
	Video as a Service							
1	AAS-M5-BWC-5YR	M500 IN-CAR SYSTEM WITH BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	6	5 YEAR	$13,500.00	$13,500.00	$81,000.00	
2	PSV00S03897A	REMOTE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT	1		$4,000.00	$3,200.00	$3,200.00	
3	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK	6		Included	Included	Included	
4	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	6	5 YEAR	Included	Included	Included	
5	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	6		Included	Included	Included	3 YEAR

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
6	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT	6	5 YEAR	Included	Included	Included	
7	SWV07S03593A	SOFTWARE ENHANCEMENTS	6	5 YEAR	Included	Included	Included	
8	WGB-0138AAS	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	1		Included	Included	Included	
9	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	6		$137.50	$110.00	$660.00	
10	WGW00502	M500 EXTENDED WARRANTY	6	5 YEAR	Included	Included	Included	
11	SSV00S01450B	LEARNER LXP SUBSCRIPTION	8	5 YEAR	$0.00	$0.00	$0.00	
12	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS	6	5 YEAR	Included	Included	Included	
13	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE, 5GHZANT	6		Included	Included	Included	
14	WGP02919-KIT	INSTALL KIT, M500 DVR, CONSOLE MOUNT	6		Included	Included	Included	
15	WGP01394-001	4RE/M500 RADIO ANTENNA CABLE, 17FT	6		Included	Included	Included	
16	WGP01459-018-KIT	BRKT KIT 4RE REDICED VISOR HOLE GENFIT	6		Included	Included	Included	
17	WGP01566-350	ACCESS POINT, MIKROTIK, 802.11AC, 5GHZ	1		$250.00	$200.00	$200.00	
18	WGP01567	BRKT KIT POINT UNIVERSAL J-MOUNT	1		$25.00	$20.00	$20.00	
19	WGA00668-KIT	V700 LOCKING MOLLE MNT WITH BWC BOX	6		Included	Included	Included	
	Video as a Service							
20	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	4	5 YEAR	$4,140.00	$4,140.00	$16,560.00	

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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
21	WGB-0176AAS	V300 WIFI BASE FOR M5 VAAS	4		Included	Included	Included	
22	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	4	5 YEAR	Included	Included	Included	
23	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	4		Included	Included	Included	3 YEAR
24	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT	4	5 YEAR	Included	Included	Included	
25	SWV07S03593A	SOFTWARE ENHANCEMENTS	4	5 YEAR	Included	Included	Included	
26	AAS-BWC-WIF-DOC	V300/V700 WIFI CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE	4	5 YEAR	$300.00	$300.00	$1,200.00	
27	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	4		$137.50	$110.00	$440.00	
28	WGA00668-KIT	V700 LOCKING MOLLE MNT WITH BWC BOX	4		Included	Included	Included	
29	WGB-0138AAS	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	1		Included	Included	Included	
30	WGP02798C	SHIRT MAGNETIC MOUNT, V300/V700 BWC, BLACK	1		$86.25	$69.00	$69.00	

Grand Total $103,349.00(USD)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Pricing Summary

	Payment Term		Upfront Sale Price
Upfront Costs*			
			$4,589.00
Upfront Subscription Fee			
	Video as a Service	Annually	$19,752.00
Sub Total:			**$24,341.00**

	Payment Term		Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	Video as a Service	Annually	$19,752.00	$19,752.00
Year 3 Subscription Fee				
	Video as a Service	Annually	$19,752.00	$19,752.00
Year 4 Subscription Fee				
	Video as a Service	Annually	$19,752.00	$19,752.00
Year 5 Subscription Fee				
	Video as a Service	Annually	$19,752.00	$19,752.00
Sub Total:				**$79,008.00**

Grand Total System Price (Inclusive of Upfront and Annual Costs) **$103,349.00**

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.

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VIDEO-AS-A-SERVICE OVERVIEW

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS includes access to high definition camera systems and the VideoManager EL Cloud evidence management platform.

VideoManager EL Cloud automates data maintenance and facilitates administration of your department's devices in a Government cloud-based storage solution. Agencies can capture, record, store, and efficiently manage all evidentiary data with VideoManager.

In addition, the VaaS solution can be expanded with CommandCentral Evidence to provide a single, streamlined workflow in the industry's only end-to-end digital evidence management ecosystem.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per device charge, billed quarterly.

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VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION



VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of your department's devices, all in a cloud-based, off-premises storage solution.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely. It also allows live-streaming capabilities through the optional SmartControl and SmartConnect applications.

VIDEO EVIDENCE MANAGEMENT

Using VideoManager EL Cloud delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL Cloud makes evidence management as efficient as possible. With VideoManager EL Cloud, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. When evidence is uploaded, important information is sorted, which groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. This allows you to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage during review.

Its built-in media player includes a visual display of incident data, allowing you to tag moments of interest, such as when lights, sirens, or brakes were activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings, can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information in the evidence review or judiciary sharing process by exporting evidence data as MP4 files.

You can also find relevant evidence data using audit log filters, including criteria such as import, export, playback, download, share, and modify dates.

Automatic Data Maintenance

VideoManager EL Cloud lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on a daily, weekly, or monthly basis, based on how the user wants to configure the system.

Security groups and permissions are easily set-up in VideoManager EL Cloud, allowing you to grant individuals access to evidence on an as-needed basis.

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Integration with In-Car and Body-Worn Cameras

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by the M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL Cloud based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

Optional Live Video Streaming

VideoManager EL Cloud integrates with SmartControl, an optional mobile application for Android or iOS that allows officers to complete evidence review work normally completed at their desk from their smartphone.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using VideoManager EL Cloud are able to assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled device system. VideoManager EL Cloud also tracks devices and enables them to be quickly exchanged between officers during shift changes. This minimizes the amount of devices needed for your fleet.

Device Tracking

You can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Devices can be assigned to personnel within VideoManager EL Cloud and tracked, helping agencies keep track of which users have specific devices.

Faster Shift Changes

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of a pooled camera system to utilize fewer cameras. Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

Devices can also be configured to remember individual preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL Cloud also enable you to configure devices to operate in alignment with your agency's policies and procedures.

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1 V700 Body-Worn Camera Solution Description



The V700 body-worn camera captures clear video and audio of every encounter from the user's perspective. Its continuous- operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review. The V700 can stream live video and report real time GPS location through a built-in LTE modem, directly to the suite of CommandCentral applications.

The V700 is easy to operate, with four control buttons. Its innate Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats versus manually activating their camera.

1.1. Key Features of the V700

- **Detachable Battery** – The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading** – Recordings made by the V700 are uploaded to the agency's evidence management system via LTE. Upload over WiFi will be available soon. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming** – With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to a dispatch center or Real Time Crime Center (RTCC) giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **LTE Service Ready** – The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account. Motorola Solutions does not provide LTE service for the V700 camera.
- **Data Encryption** – The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** – Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Natural Field of View** – The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **SmartControl Application** – To maximize efficiency in the field, the Motorola Solutions SmartControl app enables V700 users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.
- **In-Field Tagging** – The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.
- **Auto Activation** – The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to

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record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

1.2. V700 and In-Car Video Integration

The V700 integrates seamlessly with the M500 or 4RE in-car video systems, capturing video of an incident from multiple vantage points. This integration includes the following features:

- **Distributed Multi-Peer Recording** – Multiple V700 body-worn cameras and in-car video systems can form a recording group and based on the configuration, automatically start recording when one of the devices begins to record. Group recordings are uploaded and automatically linked to the evidence management system as part of one incident.
- **Automatic Tag Pairing** – Recordings captured by integrated V700 body-worn cameras and in-car video systems can be uploaded to the evidence management system with the same tags. From the in-car video system's display, videos can be saved under the appropriate tag category. The tag is then automatically shared with the V700 video and uploaded as part of one incident along with the officer's name.
- **Evidence Management Software** – When V700 body-worn cameras and in-car video systems record the same incident, the Motorola Solutions evidence management software automatically links those recordings based on officer name, date, and time overlap.
- **Additional Audio Source** – The V700 can serve as an additional audio source when integrated with the in-car video system. The V700 also provides an additional view of the incident and inherits the event properties of the in-car video system's record, such as officer name, event category, and more, based on configuration.

1.3. V700 and APX Radio Integration

Motorola Solutions' APX two-way radios can pair with V700 body-worn cameras to automate video capture through Bluetooth. When the APX's emergency mode button is pressed, or the ManDown feature is activated, the V700 is triggered to start recording immediately. The recording will continue until manually stopped by the officer via the start/stop button on the V700 or group in-car video system.

1.4. Holster Aware™ Integration

The V700 integrates with a Holster Aware™ sensor through Bluetooth. If configured, the sensor automatically prompts the V700 to record the moment the holstered equipment is drawn. The holster sensor information is stored with the V700 user profile and uploaded to the evidence management system. If the user is assigned to a different camera, the hoster sensor information will be applied to the new camera. The holster sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V700.

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1.5. Docking Stations

The V700 has three docking options:



Transfer Station – The Transfer Station is built for large, multi-location agencies with large numbers of V700 cameras in service at any given time. It can charge up to eight fully assembled body-worn cameras or individual batteries. The eight docking slots include an LED indication of a battery charging and upload status. While the V700 charges, the Transfer Station can automatically offload recordings from the camera to the evidence management system via an integrated 2.5Gb switch. The Transfer Station connects directly to the LAN for fast offload of recorded events to storage, while charging the body-worn camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



USB Base – The USB Base charges the battery of a single V700 or standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer with 12V or USB connection for power. The USB Base has LED indications for battery charging status and upload, and an ambient light sensor for optimal LED brightness control from bright sunlight to the dim interior of a patrol car. When connected to a laptop or desktop computer, the USB Base can be used to upload recordings to the evidence management system, as well as, receive firmware and configuration updates.



Wi-Fi Base – The Wi-Fi Base is mounted in a vehicle. It facilitates V700 upload of video evidence to the evidence management system, firmware updates, communication between V700 and in-car video system group devices and charges fully assembled V700s or individual battery packs. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from bright sunlight to the dim interior of a patrol car.

1.6. Mounting Solutions

V700 is compatible with the entire line of V300 mounting solutions as depicted below.

WGP02798	WGA00669	WGA00668	WGP02697	WGP03088	WGP03085
					
Magnetic Center Shirt Mount	Tek-Lok Belt Mount	Molle Locking Mount	Shirt Clip	Heavy Jacket Clip	Heavy Jacket Magnetic Mount

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M500 In-Car Video System

Solution Description

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time analytics.



The M500 offers the following benefits:

- Delivers exceptionally clear, evidence-grade video, from inside and outside the vehicle

  The M500 has three high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with an ultra high-definition recording resolution that captures both wide-angle and focused video streams. The cabin camera's infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.

- Works reliably, even in challenging situations

  The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.

- Protects video data, whether in transit or at rest

  The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.

- Provides users a reliable, easy-to-learn system

  Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.

- Increases efficiency

  The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.

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- Promotes trust

  By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.

- Integrates seamlessly with other Motorola technologies

  The M500 offers additional benefits when working in conjunction with Motorola's V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.

  When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.

  When used with the L5M, both the LPR camera and the M500 feed their collected license plate data into Vigilant VehicleManager and display the information on a single interface. Working together, the systems increase coverage while maintaining ease of use through a shared user interface and database.

The M500 is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.

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MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your in-car video system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL

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security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

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SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory if applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).

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System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
  - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
    - Needs to be renewed yearly.
    - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
  - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
  - WGD00186 - M500 Installation Overview and Quick Start (NA)
    - Not required for installation. Available for the installing technician.
  - WGD00177 - M500 In-Car Video System Installation Guide
    - Not required for installation. Available for the installing technician.
  - MN010272A01 - M500 In-Car Video System Basic Service Manual

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- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.

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- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

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General Customer Responsibilities (if applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.

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PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
  - Contract documents.
  - A summary of contracted applications and hardware as purchased.
  - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
  - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.

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Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.

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- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.

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PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.

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- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.

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- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
  - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
  - Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10

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Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.

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SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:

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- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.

- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)

Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

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DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital evidence management system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.

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SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.

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- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.

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PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.

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ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
  - 5 Mbps + 3 Mbps per additional device.
    - This assumes it will take 8 hours to upload 5 GB of video on a device.
  - 40-50 Mbps per concurrent uploading device.
    - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.

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Essential Service for V700 Body Worn Camera Device (North America)

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Service Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control the inconsistency only. This SOW applies to the Device(s) specifically named in the Agreement.

1.1. Description of Services and Obligations

The term "Customer" refers to any end-user who has a purchase agreement with Motorola Solutions.

Essential Service provides either three (3) or five (5) years of coverage, as selected by the Customer, and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements
- Hardware Repair for manufacturing defects

Motorola Solutions includes three (3) years of Essential Service with each Body Worn Camera (BWC) device purchase, with optional service upgrades to extend and/or provide additional coverage for the device.

1.2. Essential Service

1.2.1. Remote Technical Support

Remote Technical Support is provided for device issues related to software and/or hardware that require troubleshooting expertise. Motorola Solutions' System Support Center (SSC) and Technical Support Operations (TSO) center are staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola Solutions' SSC and TSO are continuously monitored against stringent, industry recognized incident and problem management processes.

Motorola Solutions will respond to calls, e-mails, and web portal submissions during normal support hours, five (5) business days per week, excluding holidays, and weekends. In addition, Customers may contact the Motorola Service Desk and a Motorola Solutions representative will log a technical request on Motorola Solutions' Case Management System.

1.2.1.1 Technical Problem Isolation, Analysis and Resolution.

A Motorola Solutions representative or technologists will:

- Work to isolate the problem/issue
- Analyze and determine the cause of the problem/issue
- Work to achieve problem/issue resolution

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1.2.2. Software Maintenance

Software maintenance is important for ensuring device performance and operation. Essential Service provides the Customer with access to the latest available Body Worn Camera (BWC) device operating system (OS) software, device firmware, and application software. Device software releases maintain the device software performance such that the Device operates in accordance with its specifications and documented functionality, and is aligned with the applicable Motorola Solutions infrastructure platform lifecycle. Each release may include bug fixes, security patches, and/or new feature activation enablements.

Configuration of the Body Worn Camera (BWC) device is made possible through the use of the VideoManager EL On-Premise, or VideoManager EL Cloud, solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service.

1.2.3. Software Enhancements

Software Enhancements are included with all BWC devices that have a valid Essential Service Package. Software Enhancements may include, or introduce, new device features, functionality, or capabilities, that were not available at time of device purchase. Availability of software enhancements depends on the device hardware and software capability to work with the new enhancements. Certain enhancements, not included with Essential Service Packages, may only be available as an additional purchase.

Motorola Solutions, at its discretion, reserves the right to add new software enhancements, or remove existing software enhancements, from any of its Essential Service Package. Please contact your Motorola Solutions Sales associate, or visit the Motorola Solutions' Web portal, for additional information regarding device features and capabilities.

Software Enhancements for the device will be continuously available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial term of Essential Service, availability of Software Enhancements will terminate, unless the Customer renews Essential Service.

1.2.4. Device Hardware Repair

Essential Service provides the Customer with repair services at a Motorola Solutions owned and operated, supervised, or certified Repair Center that employs the latest test equipment and original or certified replacement components used in the manufacturing of the BWC device. Device Hardware Repair provides the Customer with repair services for internal and external device components that are damaged as a result of manufacturing defects and defects due to normal wear and tear. With this Service, the device is repaired to ensure full compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device via:

- Repairs, adjustments and restorations, if appropriate, of any device that malfunctions while being used within the operational and environmental parameters specified by Motorola Solutions.
- Device updates, if applicable, as may be released, from time to time, by Motorola Solutions in accordance with an Engineering Change Notice.

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At the discretion of Motorola Solutions, if the device is considered "un-repairable", for technical or economic reasons, Motorola will replace the device with a new or refurbished device.

1.2.5. Essential Software Service

If for any reason the Customer declines or chooses to exclude the hardware repair option that is included with the three (3) year Essential Service Package, the Customer will automatically default to, and be entitled to, three (3) years of Essential Software Service and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty.

Essential Software Service provides three (3) years of coverage and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements

1.2.6. Scope of Products or Services included

Essential Service, and optional Service upgrades, are currently available for all V700 Body Worn Camera devices. Check with your Motorola Solutions' Sales representative if you have a question about the eligibility of your device.

1.3. Motorola Solutions Responsibilities

Software Release Availability. Motorola Solutions will provide access to the latest BWC device software and firmware releases via the VideoManager EL On-Premise, or VideoManager EL Cloud, solution. For customers using the VideoManager EL Cloud, software and firmware upgrades will occur automatically when the Body Worn Camera device connects to the agency's VideoManager EL Cloud instance. If using the VideoManger EL On-Premise solution, the on-prem server will periodically connect to the VideoManager EL Cloud database to check for new software and firmware versions, download the latest version, and apply the new software and/or firmware automatically to the BWC device when it connects to the server.

Software Release Notes. Motorola Solutions may, from time to time, provide release notes for the BWC Device software release. Information regarding training material will be posted on the Learning Experience Portal (LXP) at https://learning.motorolasolutions.com

Hardware Repair. Motorola Solutions will provide repair or replacement of a device, at its option, with a five (5) business day in-house turnaround time, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Business days do not include holidays or weekends. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions' option, with functionally equivalent, reconditioned parts, boards, or with a new or refurbished replacement device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

LTE/4G Service. Motorola Solutions supports the operation of the V700 BWC device on multiple approved LTE/4G Carrier Networks. Based on the Customer's selection of a Carrier during the initial ordering process,

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Motorola Solutions will install, in the device, the Customer's selected Carrier SIM, before the device is shipped to the Customer. The Customer is responsible for contacting the Carrier and activating the LTE/4G data service.

Shipping. For devices repaired under Essential Service, Motorola Solutions will provide one-way shipping, from an Authorized Motorola Repair Center to the Customer. The Customer is responsible for the shipping method and any shipping costs incurred when returning the faulty device to an Authorized Motorola Solutions repair center. Based on the country of purchase, Motorola Solutions may also cover, or include, two-way shipping for the damaged or defective device. Eligibility for two-way shipping will be confirmed during the repair submission process.

1.4. Customer Responsibilities

Serial Numbers. If device orders are submitted via Motorola Solutions' Partner Hub, OCC, or CPQ ordering systems, the hardware serial number(s) for three (3) year Essential Service and Essential Software, as well as five (5) year Essential Service, and three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement, will be automatically captured and included in the Service Agreement.

If five (5) year Essential Service or three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Device software releases. The Customer will be responsible for updating each eligible BWC device with the latest available software and/or firmware, and of advising users of any operational changes that may have been introduced as a result of the new software or firmware.

LTE/4G Service. The Customer is responsible for selecting a Motorola Solutions approved LTE/4G Carrier/Provider during the initial ordering process, and for contacting the Carrier and activating LTE service for the device. The Customer is solely responsible for all financial obligations with the selected LTE Carrier.

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WiFi Connectivity. The Customer is responsible for providing all WiFi connectivity to the device.

Removing Customer Data. The Customer is responsible for removing, from the device, any data, video, or other information that the Customer wishes to retain or destroy, prior to sending the device to a Motorola Solutions Repair Center for repair.

Motorola Solutions may provide a Video Evidence Recovery Service for the BWC device, as an additional charge. Video Evidence Recovery is a best effort service that is dependent on the condition of the device. This service, if applicable, will have a separated Agreement, with Terms and Conditions, outside the scope of this Statement of Work (SOW). Please contact your Motorola Solutions Representative for more information regarding the Video Evidence Recovery Service.

1.5. Essential Service Limitations and Restrictions

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, mounts, or clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, unless the Customer has purchased the optional Essential Service with Accidental Damage and Advanced Replacement package.
- Cosmetic imperfections that do not affect the functionality of the device.

Where a Body Worn Camera device is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions' standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.

Software support for unauthorized modifications, or other misuse of the device software, is not covered under this Agreement.

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Access to the software and firmware releases for updating the device under this SOW is available only for the device named in the Agreement. Software updates to any additional devices are expressly excluded and prohibited. Notwithstanding the foregoing, Motorola Solutions may, at its sole discretion, include coverage for other devices.

Any implementation tools not required to support the device software and firmware updates are excluded from coverage.

1.6. Motorola Solutions is not obligated to provide support for any Device:

- That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.

1.7. Essential Service with Accidental Damage Repair and Advanced Replacement

1.7.1. Description of Services and Obligations

Accidental Damage coverage is an optional, prepaid service that adds coverage for accidentally damaged BWC devices. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions device purchase. This three (3) or five (5) year service offer reduces unexpected expenses related to the repair of the device. Accidental Damage and Advanced Replacement coverage includes all services provided under Essential Service, plus additional coverage for Accidental Damage and Advanced Replacement of the damaged device.

Examples of repairs covered under Accidental Damage include:

- Electrical repair for failures caused by accidental water or chemical damage
- Electrical repair for accidental internal damage
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken camera lens or displays.
- Replacement of accidentally cracked or broken or missing buttons, knobs, or keypads

Repair or Replacement. Motorola Solutions will provide repair or replacement of a BWC device, at its option, with a five (5) business day in-house turnaround time, excluding weekends and holidays, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions option, with functionally equivalent, reconditioned parts, boards, or with a new replacement or refurbished device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

Serial Numbers. If the Accidental Damage Service is purchased with the device, in the same order, using Motorola Solutions' Partner Hub Portal, OCc, or CPQ when ordering, the hardware serial number(s) are

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automatically captured and included in the Service Agreement. If Accidental Damage Service is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Advanced Replacement. Under Accidental Damage and Advanced Replacement Service, Motorola Solutions will provide Advanced Replacement for the damaged device. Motorola Solutions will ship a new or refurbished replacement device to the Customer within two (2) business days of receiving the Customer repair request, subject to availability of replacement devices. Business days do not include weekends or holidays.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 60 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

When returning a device for Advanced Replacement, device accessories should not be included. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.

Motorola Solutions is not responsible for any accessories that are shipped with the device.

1.8. Accidental Damage and Advanced Replacement Limitations and Restrictions

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, chargers, charging stations, mounts, and clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.

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- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.

There is a maximum limit of one (1) Body Worn Camera device repair, per contract year, for Essential Service with Accidental Damage and Advanced Replacement.

Where ongoing "Accidental Damage" repair is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions' discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.

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KELTEK INCORPORATED

iPro

Estimate

#6710

12/13/2024

205 N High St
PO Box 14
Baxter IA 50028
United States
641-227-2222
sales@keltekinc.com

Bill To

Anamosa Police Department
106 N Ford St
Anamosa IA 52205
United States

Ship To

Anamosa Police Department
106 N Ford St
Anamosa IA 52205
United States

TOTAL

$78,767.27

Expires: 03/13/2025

Sales Rep	Customer No.	Primary Contact	Shipping Method
Andrew Ketcham	394	Sergeant Nick Brokaw	Bestway

Item	Description	Quantity	MSRP	Discount	Rate	Amount
CONTACT	Sergeant Nick Brokaw (319) 462-4434 nick.brokaw@anamosa-ia.org					
ASSOCIATED CONTRACTS	Listed below are the contracts associated with this project.	1	$0.00	Base Price	$0.00	$0.00
DAS-IA	This quote is governed by the terms and conditions of DAS Contract MA 24088	1	$0.00	Base Price	$0.00	$0.00
SCOPE	Install new I-Pro systems for Anamosa PD 10 BWCs 6 ICVs Integrate UDE with on-premise server solution					
CAMERA	----------					
WJ-VPU4000	PANASONIC I-PRO SENSING SOLUTIONS CORPORATION OF AMERICA : VPU4000 RECORDING UNIT ONLY	6	$4,500.00		$3,424.70	$20,548.20
CAMERA - FRONT	----------					
WV-VC35	Panasonic IPro ARBITRATOR IN-CAR AS-1 COMPATIBLE CAMERA	6	$1,230.00		$930.58	$5,583.48
CAMERA - BACK SEAT	----------					
WV-VCR40W	i-Pro - Rear view camera	6	$660.00		$521.64	$3,129.84
CAMERA - ACCESSORIES	----------					
IPS-ICV4-ACC	I-PRO ACCESSORY KIT FOR VPU4000, 256GB SSD W/AES, POWER DISTRIBUTION BOX, BATTERY BACKUP, 25' ETHERNET BLACK, 25' ETHERNET YELLOW, 25' ETHERNET LT. BLUE	6	$870.00		$747.50	$4,485.00
IPS-ICV4-256SSD	256GB RUGGED SSD FOR VPU4000 W/PULL TAB, W/AES ENCRYPTION	6	$170.00		$151.32	$907.92
IPS-ICV4-SSDREAD	ICV4 VPU4000 SSD READER	1	$380.00		$327.75	$327.75

6710

KELTEK INCORPORATED

Estimate

#6710

205 N High St
PO Box 14
Baxter IA 50028
United States
641-227-2222
sales@keltekinc.com

12/13/2024

Item	Description	Quantity	MSRP	Discount	Rate	Amount
CAMERA - ANTENNA	----------					
IPS-ICV4-ANT-BL	PANORAMA SHARK FIN FOR ICV4000, 4 WLAN, 1 BT, 1 GPS BLACK, 6.77"X2.4" BOLT-ON	6	$435.00		$373.75	$2,242.50
BWC - VEHICLE COMPONENTS	----------					
WV-BWC40D1A	I-PRO BWC4000 SINGLE DOCKING CHARGER STATION ONLY. (DOES NOT INCLUDE 12V VEHICLE HARNESS IPS-BWC4-12V-WIRE, 25? ETHERNET IPS-ICV-ETH25GRN OR AC ADAPTER IPS-BWC-AC65W, MUST ORDER EACH ITEM SEPARATELY)	6	$290.00		$249.55	$1,497.30
IPS-BWC4-12V-WIRE	I-PRO BWC4000 12V VEHICLE HARNESS FOR WV-BWC40D1A OR WV-BWC40C1A	6	$47.00		$40.25	$241.50
IPS-ICV-ETH-DOCK	I-PRO ICV 25IN ORANGE STP NETWORK CABLE FOR BWC DOCK IN THE VEHICLE	6	$30.00		$27.03	$162.18
BWC - MAIN UNIT	----------					
WV-BWC4000	I-PRO BWC4000 CAMERA, INCLUDES BATTERY AND KLICK FAST MOUNTING STUD ONLY WITH INITIAL CONFIGURATION	10	$1,180.00		$901.83	$9,018.30
BWC - BATTERIES / CHARGERS	----------					
WV-BWC40B1	I-PRO BWC4000 REPLACEABLE BATTERY.	10	$235.00		$200.10	$2,001.00
WV-BWC40C8	I-PRO BWC4000 8-BAY BATTERY CHARGER ONLY W/O AC ADAPTER IPS-BWC-AC100W	1	$755.00		$648.60	$648.60
IPS-BWC-AC100W	I-PRO AC ADAPTER (100W) FOR BWC 8-BAY DOCK CHARGER AND 8-BAY BATTERY CHARGER	1	$150.00		$126.50	$126.50
WV-BWC40C1A	I-PRO BWC4000 SINGLE BATTERY CHARGER ONLY W/O AC ADAPTER IPS-BWC-AC65W OR 12V VEHICLE HARNESS IPS-BWC4-12V-WIRE.	2	$160.00		$138.00	$276.00
IPS-BWC-AC65W	I-PRO AC ADAPTER (65W) FOR BWC4000 SINGLE DOCK CHARGER AND SINGLE BATTERY CHARGER	2	$95.00		$80.50	$161.00
BWC - IN OFFICE CHARGING/ OFFLOADING	----------					
WV-BWC40D8	I-PRO BWC4000 8-BAY DOCKING AND CHARGING STATION W/O AC ADAPTER IPS-BWC-AC100W	1	$2,000.00		$1,656.00	$1,656.00
IPS-BWC-AC100W	I-PRO AC ADAPTER (100W) FOR BWC 8-BAY DOCK CHARGER AND 8-BAY BATTERY CHARGER	1	$150.00		$126.50	$126.50

6710

KELTEK INCORPORATED

Estimate

#6710

205 N High St
PO Box 14
Baxter IA 50028
United States
641-227-2222
sales@keltekinc.com

12/13/2024

Item	Description	Quantity	MSRP	Discount	Rate	Amount
WV-BWC40D1A	I-PRO BWC4000 SINGLE DOCKING CHARGER STATION ONLY. (DOES NOT INCLUDE 12V VEHICLE HARNESS IPS-BWC4-12V-WIRE, 25? ETHERNET IPS-ICV-ETH25GRN OR AC ADAPTER IPS-BWC-AC65W, MUST ORDER EACH ITEM SEPARATELY)	2	$290.00		$249.55	$499.10
IPS-BWC-AC65W	I-PRO AC ADAPTER (65W) FOR BWC4000 SINGLE DOCK CHARGER AND SINGLE BATTERY CHARGER	2	$95.00		$80.50	$161.00
BWC - ON PERSON MOUNT	---------- **Many Options Available**					
IPS-BWC-MNT-MOLLE	I-PRO BWC, KF MOLLE SYSTEM DOCK WITH PRESS STUDDED. DOUBLE MATERIAL STRAPS ON REAR TO MATCH MOLLE VEST LOOPS	8	$24.00	Base Price	$24.00	$192.00
IPS-BWC-KFMAGMNT	KLICK FAST BODY WORN CAMERA RECTANGULAR MAGNETIC MOUNT KIT WITH 8 ROUND MAGNETS INCLUDED	8	$70.00	Base Price	$70.00	$560.00
CAMERA - PROFESSIONAL SERVICES	----------					
IPS-ICV-UDE-OP3	ICV On-Premise device license for 3 Years, Incl. Unified Digital Evidence with device management, Live Streaming and Redaction. Service Entitlements: 24x7 Help Desk, Software maintenance and support.	6	$450.00	Base Price	$450.00	$2,700.00
IPS-BWC-UDE-OP3	I-PRO BWC UDE ON-PREMISE DEVICE LICENSE FOR 3 YEARS, INCL. DEVICE MANAGEMENT, LIVE STREAMING AND REDACTION. SERVICE ENTITLEMENTS: BWC INITIAL CONFIGURATION, 24X7 HELP DESK, SOFTWARE MAINTENANCE AND SUPPORT	10	$450.00	Base Price	$450.00	$4,500.00
IPS-BWC4-WTY-3Y	I-PRO BWC4000 CAMERA 3-YEAR ACCIDENTAL DAMAGE COVERAGE WITH ADVANCED REPLACEMENT FOR CAMERA BODY ONLY (TERMS AND CONDITIONS APPLY).	10	$150.00		$133.16	$1,331.60
IPS-CONSUL-1D	PANASONIC I-PRO SENSING SOLUTIONS CORPORATION OF AMERICA : I-PRO PROFESSIONAL SERVICE, ONE DAY OF CONSULTING (NON-TRAVEL).	1	$2,600.00		$2,450.00	$2,450.00
IPS-CONSUL-1D-T	I-PRO AMERICAS INC. : I-PRO PROFESSIONAL SERVICE, ONE DAY OF SERVICES FOR DEPLOYMENT, TRAVEL INCLUDED.	2	$2,900.00		$2,600.00	$5,200.00
Project Fee-DAS IA	Project Fee Includes all project expenses (travel time, mileage, overnight fees, per diem, technical labor, basic labor, supplies and shipping) per DAS Iowa State Contract MA 005 24088	1				
Retro Camera	Removal and installation of any in car camera system. Can include removal and installation of BWC's mounted in the car. To include but not limited to the VPU, Front Camera's, transport area camera, and antennae . Preform a function test to verify working properly.	6	$599.00	Base Price	$599.00	$3,594.00

6710

KELTEK INCORPORATED

Estimate

#6710

205 N High St
PO Box 14
Baxter IA 50028
United States
641-227-2222
sales@keltekinc.com

12/13/2024

Item	Description	Quantity	MSRP	Discount	Rate	Amount
DAS-MILEAGE	The travel reimbursement amount for mileage is $.50 per mile covering the round trip distance from the Vendor's office to the work site location. The Vendor's travel downtime charge shall not exceed 50% of their hourly rate.	240	$0.50	Base Price	$0.50	$120.00
DAS-TRAVEL DOWNTIME	The travel reimbursement amount for mileage is $.50 per mile covering the round trip distance from the vendor's office to the work site location. The Vendor's travel downtime charge shall not exceed 50% of their hourly labor rate.	4	$80.00	Base Price	$80.00	$320.00
DAS-LODGING	Travel Expense - Lodging	4	$120.00	Base Price	$120.00	$480.00
DAS-MEALS	Travel Expense - Meals Maximum Daily Reimbursement for Meals are $12 for Breakfast, $15 for Lunch and $29 for Dinner plus applicable taxes	6	$56.00	Base Price	$56.00	$336.00
ARB-VPU-DEPLOY	Basic Arb VPU Commissioning Per car/unit. Includes In Veh or Interview Room - Per Unit	6	$199.00	Base Price	$199.00	$1,194.00
BWC-DEPLOY	Basic Bodyworn Deployment Includes: Registration/Server Wireless 2 Config/Test -1 unit	10	$199.00	Base Price	$199.00	$1,990.00
						$8,034.00

Subtotal	$78,767.27
Shipping Cost	$0.00
Tax (%)	$0.00
Total	$78,767.27

Return Policy: https://www.keltekinc.com/return-policy/

State Contracts: https://www.keltekinc.com/state-contract/

Service Rates: https://www.keltekinc.com/service/

6710

Quote

Quote Number: 8962

Payment Terms:
Expiration Date: 02/28/2025

Quote Prepared For

Nick Brokaw
City of Anamosa
,
Phone:
nick.brokaw@anamosa-ia.org

Quote Prepared By

Makenzie Peek
EnCompass
900 2nd Street SE 102
Cedar Rapids, IA 52401
United States
Phone:319.862.0221
Fax:
makenzie.peek@encompassiowa.com

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
One-Time Items					
1)	1	Ingram Micro Hardware IGM-HF1051-0221 P60638-B21 HPE ProLiant DL380 G11 2U Rack Server - 1 x Intel Xeon Gold 5418Y 2 GHz - 64 GB RAM - Serial ATA Controller - Intel C741 Chip - DDR5 SDRAM - Up to 16 MB Graphic Card - 10 Gigabit Ethernet - 8 x SFF Bay(s) - Hot Swappable Bays - 1 x 800 W	$6,000.00	$6,000.00	$6,000.00
2)	2	Ingram Micro Hardware IGM-13CK28-0221 P43328-B21 HPE 32GB DDR5 SDRAM Memory Module - For Server, Rack Server, Blade Server - 32 GB (1 x 32GB) - DDR5-4800/PC5-38400 DDR5 SDRAM - 4800 MHz Dual-rank Memory - 1.10 V - Registered - 288-pin - DIMM	$625.00	$625.00	$1,250.00
3)	1	Ingram Micro Hardware IGM-9DC985-0221 P38995-B21 HPE 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit - Hot-pluggable - 96% Efficiency	$175.00	$175.00	$175.00
4)	5	Ingram Micro Hardware IGM-8MF939-0221 P28352-B21 HPE 2.40 TB Hard Drive - 2.5" Internal - SAS (12Gb/s SAS) - Server Device Supported - 10000rpm - 512e Format	$510.00	$510.00	$2,550.00
5)	1	Ingram Micro Software IGM-TC7725-0221 E6U64ABE-0221 HPE Integrated Lights-Out Advanced Pack - Subscription License - 1 Server - Standard - Available via Electronic	$330.00	$330.00	$330.00
6)	1	Ingram Micro Service IGM-13CL36-0221 H93G4E HPE Tech Care Essential - 3 Year - Warranty - On-site - Technical	$4,450.00	$4,450.00	$4,450.00
7)	1	Ingram Micro Software IGM-9J0438-0221 9EM-00513 WIN SVR STD CORE SNGL LICS/SA LICS PK OLV 16LICS NL 3Y AQY1 AP CORE	$2,067.00	$2,067.00	$2,067.00
8)	1	Ingram Micro Software IGM-J06020-0221 228-04778 SQL SVR STD EDTN WIN32 ENG LICS LIC/SA OLV NL 3YR ACQ Y1 ADDTL PRO	$1,737.00	$1,737.00	$1,737.00
9)	3	Ingram Micro Software IGM-1G4637-0221 NK7-00022 OLV SNGL LANG IDENTITY MGR CAL LICS SA NL 3Y AQY1 AP USRCAL	$13.17	$13.17	$39.51
				One-Time Total	**$18,598.51**

Pricing expires February 28, 2025, but can be re-quoted upon request.

Subtotal	**$18,598.51**
Total Taxes	**$0.00**
Total	**$18,598.51**

Authorizing Signature _____

Date _____

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

By accepting this quote, you agree to the terms of the EnCompass Master Service Agreement, which can be found at www.EnCompassIowa.com/MSA.

RESOLUTION NO. 2025-41

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING TO AUTHORIZE A CAPITAL EQUIPMENT PURCHASE, THROUGH A 5-YEAR PURCHASE AGREEMENT (DEBT), PURSUANT TO SECTION 364.4 OF THE IOWA CODE.

WHEREAS, the Anamosa Police Department has identified the need to replace the car and body cameras within the department (capital equipment); and,

WHEREAS, the cost of this capital equipment was estimated to be $90,000, which was included in the adopted FY26 budget; and,

WHEREAS, a vendor was selected to provide this capital equipment, through a 5-year purchase agreement, at an cost of $93,001.00 ($18,600.20/year); and,

WHEREAS, a public notice of said public hearing is required to be published in the designated local paper no less than four and no more than 20 days prior to the public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the City of Anamosa City Council does hereby set July 14, 2025 at 6:00 p.m. as the date and time for the public hearing to be held in the Anamosa Library and in Anamosa, Iowa.

FURTHERMORE, the Council does hereby direct City personnel to proceed with the publication of said public notice in accordance with the State Code of Iowa.

Councilmember _____ introduced this Resolution and moved for its adoption.
Councilmember _____ seconded the motion to adopt.
The roll was called and the following indicates the result of the vote.

COUNCIL MEMBER	AYES	NAYS	ABSENT	ABSTAIN
CRUMP				
K. SMITH				
TUETKEN				
D. SMITH				
WEIMER				
GOMBERT				

PASSED AND APPROVED this 23rd day of June, 2025.

_____
ROD SMITH, MAYOR

ATTEST:

_____
JEREMIAH HOYT, CITY ADMINISTRATOR

RE: Annexation PH & Preannexation Agreement

DH

Douglas Herman <dherman@lynchdallas.com>

To Jeremiah Hoyt

Reply | Reply All | Forward

Fri 6/13/2025 08:45

3. Looks like the lift station and easement were desired to get service to the BSR Land Company LLC property (Property previously titled in Doug and Nancy Rickels, parties copied on prior correspondence to Brickley)

Pre-Annexation Agreement:

1. I am not sure we need a pre-annexation agreement, per se, but we do need to be sure there is a clear understanding of what is being asked for (Application for Annexation) and what the Council is agreeable to (Annexation Approval).
    a. Zoning: I did not look, but suspect the property will be annexed as A-1 Agriculture, automatically under City Code, is this workable for the owners or will they need a change? Is it workable for City, will City be ok with any agricultural use on the property?
    b. Should the City be considering the annexation of any additional properties adjacent to this parcel at this time?
        i. Keep in mind, Ag. Use Taxed property in a City is typically taxed at a lesser rate than when in the County.
            1. Might be a selling point for adjacent ag. ground. (BSR Land Company, LLC) (However, if this is annexed, the 'opening' to the County is closed, and all property in the 'inner bubble' would need to be brought in.
            2. Does Golf Course use City water and/or sewer?
            3. Why are the properties on the other side of US 151 not in the City on Old Dubuque Road, makes no sense. Do those properties have access to and/or use City water-sewer? (Hunt, Shada, Optimal Storage, LLC, Mcquillen (for School) and School)
    c. Water Infrastructure: What does the City have in this area for water infrastructure and will property being annexed be required to connect?
        i. Do they have a well, how long can they use it, cap it, connect to City, etc.
        ii. If no city water main, we want to be sure that it is clear and understood so that owner will not someday ask for City water and suggest City has an obligation to get it there.
    d. This annexation will bring in entire width of road ROW adjacent to the Jenkins property

Annexation next steps:

Public Notice of Council consideration of Annexation Application in the newspaper at least 14 days prior to City Council action.
Letter to Board of Supervisors: Notice at least 14 business days prior to City Council action
Letter to County Attorney (No specific timeline, however, should follow the 14 business day timeline.

Council consideration of Pre-Annexation Agreement and Resolution to approve Application for Annexation, this Resolution to not be considered until after timelines after notices above have passed.

Members of the Anamosa City Council,

My name is Sawyer Frazier and I am a resident at 308 N. Davis St. Next to me is the vacant lot at 306 N. Davis St. I was contacted a while back if I would be interested in purchasing the lot. I am interested in the lot and would be willing to offer **$1,500 plus closings costs**. I know there has been discussion about the trees in the back of the lot. With my bid I would take responsibility of the trees and the city would not have to look to have them removed. I would take care of that problem at my convenience. Thank you for considering my bid.

Sawyer Frazier

[redacted]



PLANNING & ZONING COMMISSION – RECOMMENDATION TO VACATE

On Monday, June 16, 2025, the Anamosa Planning & Zoning Commission conducted a review of the City-owned property located at **306 N. Davis Street (Parcel ID 0902308009)** and is hereby making recommendation to the Anamosa City Council, that the property be vacated.

This report was approved for submission by the Planning & Zoning Commission on: June 16, 2025

Planning & Zoning Commission Chair

Attest:

Jeremiah Hoyt, Zoning Administrator

RESOLUTION NO. 2025-43

RESOLUTION APPROVING THE VACATION, SALE, AND CONVEYANCE OF THE CITY-OWNED REAL ESTATE, LOCATED AT 306 N. DAVIS STREET, IN ANAMOSA, IOWA.

WHEREAS, the City of Anamosa has received an offer to purchase the City-owned real estate, located at 306 N. Davis Street and described as Parcel 2022-0229 (Parcel ID# 0902308009), KIMBALLS S.D. LOTS 26 & 27 EXC N 40' & S 42 1/4' & EXC. 5.4' LOT 26; and,

WHEREAS, the Planning & Zoning Commission met on June 16, 2025 and recommended that this City-owned real estate be vacated; and,

WHEREAS, the City has no future plans or purpose for this City-owned real estate; and,

WHEREAS, a public hearing is being held in consideration of this matter and notification of said public hearing was published in accordance with the State Code of Iowa; and,

WHEREAS, no objections were voiced at the public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the City of Anamosa does hereby vacate the property at 306 N. Davis Street and approve the sale and conveyance of said property in accordance with the purchase offer provided.

MAY IT BE FURTHER RESOLVED, that the Anamosa City Council authorizes the City Administrator, in conjunction with the City Attorney, to execute the vacation, sale, and conveyance of said property.

Councilmember _____ introduced this Resolution and moved for its adoption.
Councilmember _____ seconded the motion to adopt.
The roll was called and the following indicates the result of the vote.

COUNCIL MEMBER	AYES	NAYS	ABSENT	ABSTAIN
CRUMP				
K. SMITH				
TUETKEN				
D. SMITH				
WEIMER				
GOMBERT				

PASSED AND APPROVED this 14th day of July, 2025.

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, CITY ADMINISTRATOR

Anamosa
pumpkin capital of IOWA

PURCHASE PROPOSAL FOR COUNCIL

PURCHASE OF NEW POLICE VEHICLE

Proposal by Eric Werling, Chief of Police – Anamosa Police Department

REQUEST:

The Anamosa Police Department is requesting to purchase a new squad car for our fleet. With the pending addition of the School Resource Officer, we plan to add a vehicle to the Police Department fleet this year. The following fiscal year, we will resume the regular vehicle rotation where we purchase a vehicle yearly and rotate out the oldest vehicle in the fleet. The 2025 Ford Police Interceptor will not exceed $43,000 since it is the state bid price through Ford.



2025, Ford Police Interceptor - $43,034

OVERVIEW:

Police vehicles are utilized like no other vehicle in the city. Once an officer starts their shift, they turn on the car and it won't be turned off until their shift is finished 12 hours later. The amount of time the vehicle spends idling does produce wear on the engine. Manufacturers estimate that each hour that an engine spends idling equates to roughly 30 miles of wear and tear on the engine. This is why we monitor both actual mileage and idle time on each vehicle. As vehicles age and mileage accumulates, the cost of repairs and maintenance generally goes up and this is especially true with police vehicles. This is why police departments often initiate a regular vehicle rotation to keep the fleet reliable and in good condition. Fleet rotation keeps maintenance costs down and also allows movement of vehicles from the Police Department to other uses. Some vehicles may be moved to other departments within the city while others may be auctioned to offset a portion of the cost of new vehicles. Generally, police vehicles are rotated out after 5-7 years of service (depending on usage). With a fleet of 6 vehicles and a plan to purchase one vehicle every year and rotate out the oldest in the fleet, this would mean each vehicle would remain in the fleet for 6 years (if no vehicles were totaled and no years were skipped with purchases). This is within the average expected length of service for a police vehicle.

Anamosa
pumpkin capital of IOWA

PURCHASE PROPOSAL FOR COUNCIL

NEEDS:

Safe and reliable police vehicles are required for police officers to get to emergencies as well as respond to routine calls. Without them, Officers wouldn't be able to do their jobs efficiently and effectively and it may literally place public welfare in danger. Anamosa has 67 miles of streets, and the Officers also go out into the County in order to provide backup for other agencies during emergencies. Without a vehicle, none of this would be possible. Keeping a fleet of fully outfitted police vehicles that are in good working order is imperative for any police department.

CONSIDERATIONS:

At the beginning of the research for vehicles for the Police Department, we looked at every police vehicle available at state bid pricing. When the research was started, there were only five police vehicles where the base price was under $50,000 dollars. The order window of one of those five vehicles (Chevrolet Silverado) closed several months ago and is no longer available but that was also the most expensive of the five vehicles. Below is a chart of the other four vehicles and the state bid price:

Vehicle	Cost
Ford Interceptor	$ 43,034.00
Ford F150	$ 46,897.00
Ram 2500	$ 47,300.00
Dodge Durango	$ 39,900.00

The Dodge Durango is the lowest cost vehicle but it is not my recommendation for purchase. I believe the Police Department should diversify the fleet (have more than one make/model) and move away from the Dodge Durango specifically due to repair issues that we (and other agencies) have been experiencing. With a fleet of vehicles that are all the same make/model or same manufacturer, it can lead to catastrophic shortages for vehicles if they are all experiencing the same problem (a recall for example). All of the Dodge vehicles in the police department fleet have had issues with oil consumption, coolant consumption, and coolant leaks among other things. We have had vehicles out of service regularly for the last year with repair issues and we have been down to 2 vehicles for several weeks. Additionally, our local Dodge dealership is no longer able to service our

vehicles and the next closest dealership for Dodge products is in Dyersville, IA. If we purchased a Ford product (Ford Interceptor), it would be far easier for maintenance since we have a Ford Dealership in Monticello, IA.

Continuing a regular rotation in a fleet ensures that we have vehicles that are safe, operate properly/efficiently, and are reliable. This allows us to provide emergency services without the risk of being delayed or unable to get to an emergency due to vehicle mechanical failures. Currently, the fleet for the Anamosa Police Department consists of:

- 2023 Dodge Durango (spare/Sgt)
- 2023 Dodge Durango (night shift)
- 2021 Dodge Charger (evening shift)
- 2020 Dodge Durango (day shift)
- 2017 Ford Explorer (Chief)

FUNDING:

This project would be funded through a GO Bond that would also include 2 other purchases (Body and car camera system and upfitting for a squad car) for the Anamosa Police Department. The price of the vehicle is the state bid price so it would be the same price at every Ford dealership. I did include other vehicles for reference prices.

QUOTES/BID:

Quotes for the Ford F150, Ford Interceptor, Dodge Durango, and Ram 2500 are attached. Those are the only options for police vehicles through state bid that are under $50,000 base price.

PROPOSED SOLUTION/RECOMMENDED ACTION:

I am recommending that the Anamosa City Council approve the purchase of a 2025 Ford Police Interceptor for $43,034 dollars from Stivers Ford in Waukee, IA.

STIVERS FORD LINCOLN
1450 East Hickman Rd
Waukee, Ia. 50263



2025 FORD POLICE INTERCEPTOR UTILITY (AWD) 136 mph

INCLUDES: 3.3L V6 FFV Engine, 10 Speed Auto, AWD (All Wheel Drive), rear privacy glass, tilt/cruise power windows, locks and mirrors, AM FM Bluetooth MP3 radio, cloth front/vinyl rear seats, rear air conditioning, Air Bags-Front, Side Impact & Canopy, front deflector plate, block heater, blind spot information system (BLIS) vinyl floor, 4 keys/fobs keyless entry, automatic headlamps and full wheel covers.
Ford Telematics™ – Includes Ford Modem

Now Standard For 2025 Model Year:
H8 AGM Battery (Standard; 850 CCA/92-amp), Reverse Sensing System, Tail Lamp Prep Kit, Rear A/C System, Dark Car Feat
Rear Cross Traffic Brake Assist, Pedestrian Detection/Pre-Collision Mitigation (Includes one touch disable for law enforcem
Police Engine Idle, Upfitter Interface System, Keyless Entry-Key Fob Includes 4, Police Perimeter Alert, Heated Sideview Mi

STATE CONTRACT PRICE	$42,639	X
RECOMMENDED OPTIONS:		
Noise Suppression Bonds	$100	☐
Rear Door Handles Inoperable / Locks Inoperable	$ 80	☐
Hidden Door Lock Plunger and Rear Door Handle, window & locks Inoperable	$ 160	☐
Carpet in lieu of vinyl flooring	$ 150	☐
LED Spot Lamp Whelen- Driver Side only -	$ 420	☐
Rear console plate for wiring pass through	$60	☐
		☐
DRIVE TRAIN OPTIONS:		
3.0L V6 EcoBoost® with 10-Speed Automatic Transmission – (148-MPH Top Speed	$ 3,500	☐
AWD 3.3L V6 Direct-Injection Hybrid Engine System with 10-Speed Automatic Transmission (136-MPH	$ 2,600	☐
FACTORY INSTALLED LIGHTING & ELECTRONIC PACKAGES		
Front Warning Auxiliary Light	$580	
Outside mirror mounted side marker LEDs	$ 340	☐

Dalton Geneser
515-987-3697
515-969-0041
dgeneser@stiversfordia.com

Last Updated: 7/8/2025
Revision: 13.1

Rear Spoiler Traffic Warning Lights (LED) $ 1,500 ☐



– Fully integrated in rear spoiler for enhanced visibility
– Provides red/blue/amber directional lighting, fully programmable
Note: Requires Rear Console Plate (85R). Not available with Interior Upgrade Package (65U)

12.1" Integrated Computer Screen $ 3,700 ☐

• Includes 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area
• Includes Audio Video Extender (AVX) box, (2) AVX cables, (2) USB cables and (1) HDMI cable
• Includes SYNC 3 ®

Police Interceptor #1 – Front Headlamp Lighting Solution	$ 900	☐
Rear Tail Lamps - with LED Lamps (integrated in tail lamps)	$ 430	☐
Rear Lights - LED Lights (Red/blue mounted in bottom of tailgate and rear glass)	$ 460	☐
Rear quarter windows side marker lights	$ 580	☐
Ready-For-The-Road Package (see attached)	$ 3,800	☐
Ultimate Wiring Package	$ 640	☐
Police Wire Harness Connector Kit – Front & rear	$ 200	☐
Dual Unity LEDspot lights	$ 620	☐
Unity LED drivers spot lamp	$ 400	☐
Whelen dual LED spot lamps	$ 670	☐
100-Watt Whelen Siren Speaker	$ 350	☐

ADDITIONAL OPTIONS & CREDITS:

Police Interior Upgrade Package (console w/ cupholders, cloth seats & floor mats) $ 390 ☐
(NOT AVAILABLE WITH ECOBOOST POWERTRAIN OR SIDE MARKER LEDS IN THE MIRROR)

ENTRY & KEY OPTIONS

Keyed Alike - 0576X	**59F**	$ 50	☐
Keyed Alike - 1284X	**59B**	$ 50	☐
Keyed Alike - 0135X	**59D**	$ 50	☐
Keyed Alike - 1435X	**59E**	$ 50	☐
Keyed Alike - 1111X	**59J**	$ 50	☐
Keyed Alike- 1294X	**59C**	$ 50	☐
Keyed Alike- 0151X	**59G**	$ 50	☐
Aftermarket one button remote start		$ 450	☐
OEM keyless entry pad, installed		$ 350	☐

EXTERIOR OPTIONS

Police Interceptor Badge Delete			NC	☐
Seats - Cloth Front & Cloth Rear			$ 60	☐
Ballistic door panel for drivers door	**Level 3**	see footnotes	$1,590	☐
Ballistic driver & passenger door	**Level 3**		$3,170	☐

Dalton Geneser
515-987-3697
515-969-0041
dgeneser@stiversfordia.com

Last Updated: 7/8/2025
Revision: 13.1

Ballistic door panel for drivers door	Level 4	$2,420
Ballistic driver & passenger door	Level 4	$4,830
Molded mud flaps (4)		$250
Class III Trailer Tow Lighting Package (4-pin and 7-pin connectors and hitch)		$0
Weathertech front floor mats		$200
Weathertech 2nd row mat		$125
Painted Aluminum wheels		$501
Center wheel caps ILO full size		$0
Delete block heater		($50)
Delete front deflector plate		($150)
Delivery Service $3.00 per mile one way		

TOTAL PACKAGE PRICING	$42,639

See paint colors at https://www.ford.com/police-vehicles/hybrid-utility/

Police upfit package descriptions - see pricing above

Front Headlamp Lighting Solution
• Includes LED Low beam/High beam headlamp, Wig-wag function and Red/Blue/White LED side warning lights (driver's side White/Red / passenger side White/Blue)
• Includes pre-wire for grille LED lights, siren and speaker (60A)
• Wiring, LED lights included. Controller "not" included

Police Interceptor 22 – Tail Lamp Lighting Solution
– Includes base lamp plus two (2) rear integrated hemispheric light head white LED side warning lights in tail lamps

Tail Lamp Lighting Solution
• Includes LED lights plus two (2) rear integrated hemispheric lighthead white LED side warning lights in taillamps
• LED lights only. Wiring, controller "not" included

Rear Lighting Solution
• Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass
• Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open)
• LED lights only. Wiring, controller "not" included

Police Interceptor 24 – Cargo Wiring Upfit Package
– Rear console plate (85R) – contours through 2nd row; channel for wiring
– Wiring overlay harness with lighting and siren interface connections
– Vehicle Engine Harness:
○ Two (2) light connectors – supports up to six (6) LED lights (engine compartment)
○ Two (2) grille light connectors
○ Two (2) 50 amp battery ground circuits in right hand rear-quarter power distribution junction block
○ One (1) 10-amp siren/speaker circuit (engine to cargo area)
– Whelen Lighting PCC8R Control Head
– Whelen PCC8R Light Relay Center (mounted behind 2nd row seat)
– Light Controller / Relay Center Wiring (jumper harness)
– Whelen Specific Cable (console to cargo area) Connects PCC8R to Control Head
– Pre-wiring for grille LED lights, siren and speaker (60A)
– Does "not" include LED lights

Dalton Geneser
515-987-3697
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○ Recommend Police Wire Harness Connector Kits 47C and 21P

Ready for the Road Package:

All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus

- Whelen Cencom Light Controller Head with dimmable backlight
- Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor control (mounted behind 2nd row seat)
- Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails
- High current pigtail
- Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head
- Pre-wiring for grille LED lights, siren and speaker (60A)
- Rear console plate (85R) – contours through 2nd row; channel for wiring
- Grille linear LED Lights (Red / Blue) and harness
- 100-Watt Siren / Speaker
- Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) (52P

Ultimate Wiring Package

Includes the following:

- Rear console mounting plate (85R) – contours through 2nd row; channel for wiring
- Pre-wiring for grille LED lights, siren and speaker (60A)
- Wiring harness I/P to rear cargo area (overlay)

– Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille)
– One (1) 10-amp siren/speaker circuit engine cargo area

- Rear hatch/cargo area wiring – supports up to six (6) rear LED lights
- Does "not" include LED lights, side connectors or controller

– Recommend Police Wire Harness Connector Kit 67V

Police Wire Harness Connector Kit – Front/Rear

For connectivity to Ford PI Package solutions includes:

- Front

– (2) Male 4-pin connectors for siren
– (5) Female 4-pin connectors for lighting/siren/speaker
– (1) 4-pin IP connector for speakers
– (1) 4-pin IP connector for siren controller connectivity
– (1) 8-pin sealed connector
– (1) 14-pin IP connector

- **Rear**

– (2) Male 4-pin connectors for siren
– (5) Female 4-pin connectors for lighting/siren/speaker
– (1) 4-pin IP connector for speakers
– (1) 4-pin IP connector for siren controller connectivity
– (1) 8-pin sealed connector
– (1) 14-pin IP connector

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Last Updated: 7/8/2025
Revision: 13.1

STIVERS FORD LINCOLN
1450 East Hickman Rd
Waukee, Ia. 50263

2025 State of Iowa Contract Pricing

Dalton Geneser
515-987-3697
515-969-0041
dgeneser@stiversfordia.com

Last Updated: 7/8/2025
Revision: 13.1

AWD

PPV Group B - FORD F150 POLICE RESPONDER 4X4 Pickup, Automatic

DEALER NAME: STIVERS

Make:	Ford
Transmission	F150
This vehicle is police pursuit rated.	W1P
Model Name:	XL
Exact Model Code:	150A
Trim Pkg. Common Name:	998
Exact Trim Pkg. Code:	44G
Engine Code: Transmission Code:	

BASE VEHICLE SPECIFICATIONS		
Engine & Body	**Minimum Requirements**	**Mfg. Codes / STD for standard / NA for not available**
Body	5.5' Box	**STD**
Cooling	Failsafe cooling	STD
Engine	3.5L V6 EcoBoost Engine. Additional Heavy Duty Engine Oil Cooler	Cylinders: Liters: HP: Torque:
Engine Block Heater		41H
Drive Axle		
Rear Axle	Electronic Locking	STD
Transfer Case	With Hi/Lo ranges and electronic shift on the fly	STD
Electrical		
Alternator	240 AMP	
Battery	Heavy duty maintenance free: 610 CCA/70AMP	
Power Point	Two 12V Front	STD
Transmission		
Automatic	4x4 Electronic Shift-on-the-fly (ESOF) with neutral towing capability; 10	STD
Doors & Windows		
Doors	Power	STD
Key Sets with Fobs	Two keys with fobs	STD 4 FOBS
Windows	Rear fixed, Defroster, privacy glass	924,57Q
Windows	Privacy glass behind "B" pillar;	924

Wipers	Intermittent	STD
Exterior		
Bumper	Rear Step	STD
Headlamps	Halogen	STD
Hooks, Tow	Front Tow 4X4, two	STD
Hooks, Box	Pick-up box tie downs, four	STD
Mirrors	Manual folding dual glass side view mirrors	STD
Paint	All standard colors	STD
Tailgate	Removable, if available with 85A; power lock	STD
Trailer Brake Controller	Integrated	67T
Trailer Tow Package	(incl. Smart Trailer Tow Connector) that includes Class IV Receiver, 4- pin/7 pin wiring harness, upgraded front stabilizer bar, auxiliary heavy duty transmission cooler; 3.5L V6 Ti-VCT incl. engine oil cooler; **Note: Doesn't include trailer tow mirrors or integrated brake controller.**	53A
Flooring		
Floor Covering	Full floor covering, rubber or vinyl preferred	STD
Interior		
Air Conditioning	AC with all required options	STD
Bluetooth	Factory preferred but dealer installed acceptable	STD
Gauge Package	Seven gauge cluster	STD
Horn	Dual note	STD
Lamp	Cargo lamp integrated with center high mounted stop lamp	STD
Mirror	Rearview, day/night	STD
Radio	AM/FM with internal clock with six speakers	STD
Steering Column	Tilt / Cruise Control	STD
Trim Package	Interior, with insulating headliner, full door and back of cab panels,	PB
Safety		
Airbags	Front airbags driver and passenger, Safety Canopy ®side curtain airbags, and front seat mounted side airbags	STD
Anti-Theft	SecuriLock® Passive Anti-Theft System (PATS)	STD
Brakes	Power 4 Wheel Anti-lock Disk with ABS	STD

Curve Control		STD
Daytime Running Lights		942
Hill Start Assist		STD
Rear Backup Camera	Factory preferred but dealer installed acceptable, 85A required	STD
Stabilizer Bar	Front	STD
Trailer Sway Control		STD

PPV Group B - FORD F150 Crew Cab 4X4 Pickup, Automatic

STIVERS

Seating	**Minimum Requirements**	Mfg. Codes / STD for standard / NA for not available
Driver and Passenger	Cloth 40/blank/40 Front seats w/center section deleted. (Restraint control module cover provided.) Manual 2-way seat adjuster	STD
Rear Seating	Vinyl rear bench seat - 60/40 flip-up split seat with elongated cushion	STD
Suspension		
Front	Independent front suspension (IFS)	STD
Shock Absorbers	Heavy Duty Gas Shock absorbers, outboard mounted front/rear; spring front coil, rear leaf - two stage variable rate	STD
Tires & Wheels		
Tires	275/65R/18E OWL All terrain tires	265/70R 18 at
TPMS	Tire Pressure Monitoring System - does not apply to spare	STD
Spare	Spare/wheel lock; jack and lug wrench	STD
Wheels	18 inch Steel	18" ALUMINUM
	BASE VEHICLE PRICE CONFIGURED AS PER ABOVE **SuperCrew 4X4 5.5' Box**	**$46,897.00**

NOT FINAL BID PRIC

ADDITIONAL OPTIONS			
Instructions: Bidder should enter the additional cost for the options listed below. If "Deduct Cost" is noted for an option, it is indicating the deletion of an			
Engine	**Minimum Requirements**	**Mfg. Codes - Specs (Note STD for**	**Cost**
Engine Block Heater		STD **DEDUCT COST:**	-$40.00
Doors & Windows			
Keys	2 extra key sets, 4 total sets with each vehicle with/without fobs	NA, COMES W/ 4	
Window, Rear	Power sliding glass	435	$350.00
Exterior			
Bed liner	Spray In	96W	$595.00
BoxLink	includes four premium locking cleats	55B	$80.00
Box Side Steps	Box Side Access Step	NA	
Front License Plate Bracket	If not standard	STD	
Fog Lamps		595	$140.00
Running Boards	Black platform	18B	$255.00
Stowable Loading Ramps	(req. 55B BoxLink)	90R	$595.00
Tailgate Step	(with Tailgate List Assist)	63T	$430.00
Tonneau Pickup Box Cover	Hard	DLR	$1,895.00
Tonneau Pickup Box Cover	Soft Folding	DLR	$695.00
Trailer Brake Controller	Integrated	**DEDUCT COST:**	-$225.00
Trailer Tow Mirrors		54Y, INCL blis	$1,160.00
Trailer Tow Package		std **DEDUCT COST:**	-$1,150.00
Flooring			
Floor Covering	All weather rubber floor mats (requires 168 carpeting)	47r	$200.00
Carpet	Color-coordinated Carpet w/carpeted matching floor mats	168	$140.00
Packages			

Mirror Pkg.	Manual-folding, dual power glass side view mirrors with heat, turn signal, auto-dimming feature (driver's side), high-intensity LED security approach lamps, LED side -mirror spotlights (incl. Interior auto-	54R Incl blis	$1,070.00
Safety			
Backup Alarm		85h	$145.00
Daytime Running Lights	**Delete**	std **DEDUCT COST:**	-$40.00
Pre-Collision Assist with pedestrian detection	Includes forward facing camera and collision warning alerts.	STD	
Reverse Sensing System	Reverse Sensing System (req. 53b Class IV Trailer Hitch, 53A Trailer	STD **Factory installed?** Y	$0.00
Rear View Camera with Dynamic Hitch Assist		STD	
Seating			
Power Passenger Seat	10 Way Adjustable	61P	$295.00

E

PPV Group B - FORD F150 POLICE RESPONDER 4X4 Pickup, Page 3

STIVERS

Extended	Minimum Requirements	Mfg. Codes - Specs (Note STD for		Cost
Extended Warranty	100,000 mile or more extended warranty	Explain coverage:		
DELIVERY				Cost
DELIVERY PRICE PER MILE:	Price per mile to deliver vehicle anywhere in State of Iowa	**Per Mile Charge**		$3.00
Delivery FOB	Delivery Cost to Dept of Administrative Services, in Des Moines, IA	**Enter miles in whole number:**		$0.00
Delivery FOB	Delivery Cost to University of Iowa, Iowa City, IA	**Enter miles in whole number:**		$0.00
Delivery FOB	Delivery Cost to Iowa State University, Ames, IA	**Enter miles in whole number:**		$0.00

PPV Group B 2.1 - DEPARTMENT OF ADMINISTRATIVE SERVICES - SuperCrew 5.5' - 4X4	**Mfg. Code / NA**	**Option Price**

		Estimated	1
TOTAL PRICE FOR EACH VEHICLE: (Includes Base Vehicle Cost, Options, and Delivery Cost)			**$47,597.00**
		Make:	Ford
		Model Name:	F150
		Exact Model	W1P
		Trim Pkg.	XL
		Exact Trim Pkg.	150A
		Engine Code:	998
		Transmission	44G

PPV Group B 2.2 - UNIVERSITY OF IOWA - SuperCrew 5.5' - 4X4		**Mfg. Code / NA**	**Option Price**
Bed liner	Spray In	0	$595.00
Box Side Steps	Box Side Access Step	0	$0.00
Running Boards	Black platform	0	$255.00
Tonneau Pickup Box Cover	Hard	0	$1,895.00
Trailer Brake Controller	Integrated	DEDUCT COST:	-$225.00
Mirror Pkg.	Manual-folding, dual power glass side view mirrors with heat, turn signal, auto-dimming feature (driver's side), high-intensity LED security approach lamps, LED side -mirror spotlights (incl. Interior auto-dimming rearview mirror)	0	$1,070.00
Daytime Running Lights	Delete	DEDUCT COST:	-$40.00
Reverse Sensing System	Reverse Sensing System (req. 53b Class IV Trailer Hitch, 53A Trailer Tow pkg. or 53C Max Trailer Tow Pkg.	Factory installed? Y	$0.00
Pre-Collision Assist with pedestrian detection	Includes forward facing camera and collision warning alerts.	0	$0.00
		Estimated	1
TOTAL PRICE FOR EACH VEHICLE: (Includes Base Vehicle Cost, Options, and Delivery Cost)			**$50,547.00**

Make:	Ford
Model Name:	F150
Exact Model	W1P
Trim Pkg.	XL
Exact Trim Pkg.	150A
Engine Code:	998
Transmission	44G

PPV Group B 2.3 - IOWA STATE UNIVERSITY - SuperCrew 5.5' - 4X4		Mfg. Code / NA	Option Price
Bed liner	Spray In	0	$595.00
Running Boards	Black platform	0	$255.00
Tonneau Pickup Box Cover	Hard	0	$1,895.00
Mirror Pkg.	Manual-folding, dual power glass side view mirrors with heat, turn signal, auto-dimming feature (driver's side), high-intensity LED security approach lamps, LED side -mirror spotlights (incl. Interior auto-dimming rearview mirror)	0	$1,070.00
		Estimated	1
TOTAL PRICE FOR EACH VEHICLE: (Includes Base Vehicle Cost, Options, and Delivery Cost)			$50,812.00

Make:	Ford
Model Name:	F150
Exact Model	W1P
Trim Pkg.	XL
Exact Trim Pkg.	150A
Engine Code:	998
Transmission	44G

STEW HANSEN DODGE CITY JEEP
12103 HICKMAN RD
URBANDALE, IA 503231801

Configuration Preview

Date Printed:	2025-02-04 5:03 PM	**VIN:**		**Quantity:**	1
Estimated Ship Date:		**VON:**		**Status:**	BA - Pending order
				FAN 1:	01HYZ City of Anamosa
				FAN 2:	
				Client Code:	
				Bid Number:	
Sold to:		**Ship to:**		**PO Number:**	

STEW HANSEN DODGE CITY JEEP (45323)
12103 HICKMAN RD
URBANDALE, IA 503231801

STEW HANSEN DODGE CITY JEEP (45323)
12103 HICKMAN RD
URBANDALE, IA 503231801

Vehicle: **2025 DURANGO PURSUIT VEHICLE AWD (WDEE75)**

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	43,940
Package:	2BZ	Customer Preferred Package 2BZ	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	YEP	Manuf Statement of Origin	0
	ADL	Skid Plate Group	370
	CKD	Floor Carpet	160
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	142	Zone 42-Detroit	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:		Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,595
		Total Price:	46,065

Order Type:	Fleet	**PSP Month/Week:**	
Scheduling Priority:	1-Sold Order	**Build Priority:**	99
Salesperson:			
Customer Name:			
Customer Address:	USA		
Instructions:			

State Bid: $39,900

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

STEW HANSEN DODGE CITY JEEP
12103 HICKMAN RD
URBANDALE, IA 503231801

Configuration Preview

Date Printed:	2025-02-04 5:01 PM	**VIN:**		**Quantity:**	1
Estimated Ship Date:		**VON:**		**Status:**	BA - Pending order
				FAN 1:	01HYZ City of Anamosa
				FAN 2:	
				Client Code:	
				Bid Number:	
Sold to:		**Ship to:**		**PO Number:**	

STEW HANSEN DODGE CITY JEEP (45323)
12103 HICKMAN RD
URBANDALE, IA 503231801

STEW HANSEN DODGE CITY JEEP (45323)
12103 HICKMAN RD
URBANDALE, IA 503231801

Vehicle: **2025 2500 TRADESMAN CREW CAB 4X4 (149 in WB 6 ft 4 in Box) (DJ7L91)**

	Sales Code	Description	MSRP(USD)
Model:	DJ7L91	2500 TRADESMAN CREW CAB 4X4 (149 in WB 6 ft 4 in Box)	52,115
Package:	2UA	Customer Preferred Package 2UA	0
	ESL	6.4L V8 HEMI HD Engine	0
	DFX	8-Spd Auto 8HP75-LCV Transmission	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*V9	Cloth 40/20/40 Bench Seat	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	A7B	Tradesman Level 1 Equipment Group	2,295
	YEP	Manuf Statement of Origin	0
	AAP	Special Service Vehicle Group	685
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	142	Zone 42-Detroit	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:		Government Incentives	0
Discounts:	YG2	5.2 Additional Gallons of Gas	0
Destination Fees:			1,995
		Total Price:	57,090

Order Type:	Fleet	**PSP Month/Week:**	
Scheduling Priority:	1-Sold Order	**Build Priority:**	99
Salesperson:			
Customer Name:			
Customer Address:			
	USA		
Instructions:		State Bid: $47,300	

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Anamosa
pumpkin capital of IOWA

PURCHASE PROPOSAL FOR COUNCIL

PURCHASE AND INSTALIATION OF POLICE VEHICLE EQUIPMENT
Proposal by Eric Werling, Chief of Police – Anamosa Police Department

REQUEST:

The Anamosa Police Department is requesting an upfit for a new squad car. Upfit includes the purchase and installation of all necessary equipment for a squad car including, but not limited to:

- Emergency Lights
- Sirens
- Radio
- Prisoner cage
- Computer/printer
- Radar
- Other related equipment

As soon as this proposal is approved and the new squad car is delivered, we will get the car to Keltek to have all of the equipment installed. After installation, we will get it appropriately striped as well (apply police department decals on the vehicle).

OVERVIEW:

Every police vehicle comes with some equipment built in, but most of it needs to be purchased and installed (lights, sirens, radio, computer, etc). In my search for vehicle upfitters I checked with other departments to get vender names and came up with three vendors. I sent requests for quotes for a police vehicle upfit that would assume all equipment would need to be purchased new (to determine maximum budget). The table below shows the company and an estimate for an upfit of a 2025 Ford Interceptor. (It should be noted that the Ford quote does not include a computer and includes a generic computer mount)

Company	Cost
Ford	$ 23,480.27
Graybill	not received
Keltek	$ 30,480.63

Unfortunately, Grabill would not respond to calls or emails when I reached out. Ford and Keltek responded, and their estimates are not far apart in price if you factor in a computer for both. Having Ford install the

equipment would be convenient since they would also be the same dealership ordering the vehicle. This means they would get the vehicle and do all the installation prior to us picking it up. However, the Ford installer is in Waukee, IA so pickup would require a trip to for 2 people or paying a fee for delivery. (Waukee is roughly 157 miles or 2.5 hours from Anamosa) Additionally, any repairs or maintenance for the equipment would require getting the vehicle to Waukee or getting an employee of that Ford dealer to Anamosa.

Keltek is the company we currently work with for vehicle equipment, and they have been responsive for requests for maintenance for our current vehicles. Keltek is based in Baxter, IA (118 miles or 2 hours from Anamosa) and Techs are in the Cedar Rapids area often since they have a contract with the Cedar Rapids Police Department as well. Keltek often plans repairs for our equipment on days they are in Cedar Rapids already. Additionally, Keltek is also an authorized installer for Axon equipment. This would also be an added benefit if we also chose to go with Axon for the body/car cameras as they could be a resource for the camera system as well.

NEEDS:

Equipment on a police vehicle is essential for it to be used as a police vehicle. Police vehicles need to have emergency lights, sirens, radio, printer, computer, etc for the officers to be able to respond to emergencies, issue traffic citations, write criminal charges, communicate with dispatch, etc.

CONSIDERATIONS:

I attempted to get quotes from 3 different vendors but one vendor was non-responsive to my requests for a quote. There was no general consensus on other reputable vendors in our area from other departments. I did get recommendations for 2 other installers that are individuals that do it as a side job but felt it would be better to go with an established company for liability reasons. Additionally, I have gotten updated quotes since the previous quotes were outdated. The Keltek quote includes an in-car computer, but the Ford quote does not. The computer is $5,227.63 dollars and the correct mount for it is $1,438.00 dollars for a total of $6,665.63. If we remove the cost of the generic dock in the Ford quote and add in the cost of the correct dock and computer, their total would be $29,117.08. The cost comparison with a computer for both companies would be as follows:

Company	Cost
Ford	$ 29,117.08
Graybill	not received
Keltek	$ 30,480.63

FUNDING:

This project would be funded through a GO Bond that would also include 2 other purchases (Body and car camera system and a new squad car) for the Anamosa Police Department. The price of the vehicle upfit is $30,480.63 dollars and that includes the equipment and installation.

QUOTES/BID:

The quotes for Keltek and Ford are both attached. Keltek is $1,363.55 more than Ford (if we correct for the cost of the computer and dock) but the convenience of having them come to the PD for any work that needs done will pay for itself in the lifetime of the vehicle. The amount of down time we would have on a car that needs to be delivered to Ford in Waukee, IA and dropped off would be extensive. Additionally, the amount of time, effort, and wages it would take for 2 employees to make that drive would add up quickly as well. For example, if Chief Werling and Admin Assistant Lightner were the two employees, it would be a total of 5 hours of driving for 2 employees which is 10 total hours to drive to Waukee, drop off the vehicle, and drive back to Anamosa. Since the car was left at the dealership, another trip would be needed to retrieve it which would total 20 hours of time. At the hourly rate for Chief Werling plus Admin Assistant Lightner for 20 hours of their time, one trip for the car to go to Waukee and then a trip to retrieve it would be a total of $1,345 dollars which is almost exactly what we would save by going with Ford. So, if the vehicle needed more than 1 trip to Ford for repairs, Ford would end up costing more in the long run.

PROPOSED SOLUTION/RECOMMENDED ACTION:

I am recommending that the Anamosa City Council approve the bid for Keltek to upfit the new squad car.

EQUIPMENT & INSTALL QUOTE

Stivers Midwest Pro Upfitters
1450 E Hickman Rd
Waukee, Iowa 50263
United States

319-721-5224

BILL TO
ANAMOSA POLICE DEPARTMENT
ERIC WERLING

319-462-4434
ERIC.WERLING@ANAMOSA-IA.ORG

Estimate Number: 7299170
Customer Ref: 2025 INTERCEPTOR UT#1
Estimate Date: June 19, 2025
Valid Until: August 3, 2025
Grand Total (USD): **$23,480.27**

Items	Quantity	Price	Amount
EB2DEDE 54" LEGACY LIGHTBAR WITH FULL SCENE	1	$2,499.00	$2,499.00
C399K4 WHELEN 2020+ FORD UTILITY CANPORT CABLE	1	$48.44	$48.44
C399/CCTL7 WHELEN WECAN X CORE LIGHT AND SIREN CONTROLLER WITH 21 BUTTON CONTROL HEAD	1	$1,550.00	$1,550.00
SA315P/SAK9 WHELEN SIREN SPEAKER AND BRACKET	1	$299.00	$299.00
LINSV2R/LINSV2B WHELEN MIRROR POD LIGHTS PAIR (RED/BLUE)	1	$396.00	$396.00
I2D/I2E ION DUO RED/WHITE, BLUE/WHITE LIGHTS MOUNTED IN QUARTER GLASS WINDOWS	1	$299.00	$299.00
TLI2D, TLI2E WHELEN DUO T-ION LIGHTS MOUNTED ON BOTTOM OF REAR GATE	1	$265.20	$265.20
TLI2D, TLI2E WHELEN DUO T-ION LIGHTS MOUNTED ON REAR GATE APPLIQUE	1	$265.20	$265.20
VTX9E/VTX9D VERTEX LIGHTS PLACED IN REAR TAIL LIGHTS	1	$225.00	$225.00

EQUIPMENT & INSTALL QUOTE

Stivers Midwest Pro Upfitters
1450 E Hickman Rd
Waukee, Iowa 50263
United States

319-721-5224

Items	Quantity	Price	Amount
BS508 WHELEN RST 2020+ FORD EXPLORER AMBER TRAFFIC ADVISOR WITH RED/BLUE ENDS	1	$1,062.00	$1,062.00
60CREGCS WHELEN RED/WHITE LED SURFACE MOUNT INTERIOR DOME LIGHT	2	$195.00	$390.00
3SRCCDCR WHELEN 3" RED/WHITE COMPARTMENT LIGHT PRISONER COMPARTMENT	2	$86.35	$172.70
BK2019ITU20 SETINA 20 FORD PB450 WITH 2 FORWARD LIGHTS & 2 SIDE LIGHTS.	1	$1,038.45	$1,038.45
C-VS-1012-INUT-H HAVIS FORD CENTER CONSOLE W/ EQUIP BRACKETS, DUAL CUP HOLDER, ARM REST & ACCY POCKET	1	$929.00	$929.00
C-PM-122 CONSOLE MOUNTED PRINTER MOUNT	1	$327.00	$327.00
PRPSP4704UINT20A PRO-GARD SPACE SAVER PARTITION WITH RECESSED PANEL AND LOWER EXTENSION PANELS	1	$931.00	$931.00
S4702UINT20OSB PRO-GARD STANDARD TRANSPORT SEAT WITH POLY WINDOW BARRIER & OUTBOARD SEAT BELTS.	1	$1,765.00	$1,765.00

EQUIPMENT & INSTALL QUOTE

Stivers Midwest Pro Upfitters
1450 E Hickman Rd
Waukee, Iowa 50263
United States

319-721-5224

Items	Quantity	Price	Amount
LPT1230,46063,75552,46985 LIND POWER TIMER, 12 POS FUSE BLOCK WITH GROUND STRAP, 75A RELAY, 100 AMP CIRCUIT BREAKER	1	$269.89	$269.89
SHOP SUPPLIES MISC SHOP SUPPLIES	1	$250.00	$250.00
FREIGHT PRODUCT FREIGHT & SHIPPING COSTS	1	$150.00	$150.00
LABOR LABOR TO REMOVE AND REINSTALL EQUIPMENT	1	$4,000.00	$4,000.00
ANTENNA PLUS ANTENNA PLUS WITH GPS AND LTE	1	$349.00	$349.00
4910LR-152-LTRK L-TRON IMAGING ID SCANNER	1	$525.00	$525.00
4910LRMM L-TRON SCANNER MAGNETIC MOUNT	1	$43.92	$43.92
MMBP25 MAGNETIC MIC CLIP	1	$38.00	$38.00
PJ822 BROTHER POCKET JET 822	1	$479.40	$479.40
DS-PAN-1114-2 HAVIS DOCKING STATION FOR PANASONIC CF33 LAPTOP WITH STANDARD PORT REPLICATION AND DUAL PASS THROUGH	1	$1,028.82	$1,028.82
GK0068E SETINA SINGLE T-RAIL BLAC-RAC RIFLE MOUNT	1	$815.00	$815.00

EQUIPMENT & INSTALL QUOTE

Stivers Midwest Pro Upfitters
1450 E Hickman Rd
Waukee, Iowa 50263
United States

319-721-5224

Items	Quantity	Price	Amount
BEE3-2KA MPH BEE III STANDARD RADAR W/ TWO KA-BAND ANTENNAS W/ WIRELESS REMOTE & TUNING FORKS	1	$2,625.25	$2,625.25
STINGER FLASHLIGHT STREAMLIGHT STINGER LIGHT WITH CHARGING BASE	1	$195.00	$195.00
WB47NPUINT20 PRO-GARD 2020 FORD STEEL WINDOW BARS	1	$249.00	$249.00
		Grand Total (USD):	**$23,480.27**

MACQUEEN™

Estimate

#7729

MacQueen
205 N High St
PO BOX 14
Baxter IA 50028
United States
641-227-2222

06/19/2025

Bill To

Anamosa Police Department
106 N Ford St
Anamosa IA 52205
United States

Ship To

Anamosa Police Department
106 N Ford St
Anamosa IA 52205
United States

TOTAL

$30,480.63

Expires: 09/17/2025

Sales Rep	Customer No.	Primary Contact	Shipping Method
Andrew Ketcham	394	Chief Eric Werling	

Item	Description	Quantity	MSRP	Discount	Rate	Amount
CONTACT	Chief Eric Werling Anamosa PD 319-462-4434 eric.werling@anamosa-ia.org					
SIREN LIGHT CONTROLLER	----------					
C399	CENCOM CORE WCX CONTROL CENTER, Flashing Outputs, Inc. 3 WeCanX Ports, (Choose Control Head)	1	$1,411.00	41%	$832.49	$832.49
CCTL7	CORE 21 Button Control Head w/4 Position Slide Switch	1	$473.00	41%	$279.07	$279.07
C399SP	SCANport KIT FOR C399	1	$189.00	41%	$111.51	$111.51
LBX126001	USB Cable Type A to C, 90 deg 6 ft	1	$33.71	Base Price	$33.71	$33.71
SIREN SPEAKER / BRACKET(S)	----------					
SA315P	SA315P Series Speaker Black Plastic	1	$412.00	41%	$243.08	$243.08
SAK75D	SA-315 MT KIT DRVR 25 FORD PIU	1	$53.00	41%	$31.27	$31.27
LIGHTBAR	----------					
EB2DEDE	Legacy WCX 54" D/E/D/E PROMO WITH TAKEDOWNS	1	$2,546.00	Base Price	$2,546.00	$2,546.00
MKAJ105	ADJ LIGHTBAR MOUNT KIT #101, 48-54" Lightbar, 2020+ Ford Utility	1	$115.00	41%	$67.85	$67.85
LIGHTING - DOME - FRONT	----------					
60CREGCS	6" Round Surface Mount 12 Diode Interior Light-Red/White Includes Switches	1	$258.00	41%	$152.22	$152.22
LIGHTING - DOME - MID	----------					
3SRCCDCR	3" Round Super-LED Compartment Lightheads W/ Independent Control - Red/White Lights	1	$104.00	41%	$61.36	$61.36

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06/19/2025

Item	Description	Quantity	MSRP	Discount	Rate	Amount
LIGHTING - DOME - REAR	----------					
60CREGCS	6" Round Surface Mount 12 Diode Interior Light-Red/White Includes Switches	1	$258.00	41%	$152.22	$152.22
Headlights	----------					
VTX609C	Vertex Super-LED Light Omni Direction Lighthead W/9' Cable - White/Clear	2	$144.00	41%	$84.96	$169.92
LIGHTING - GRILLE	----------					
I2D	DUO LINEAR ION RED/WHITE BLK	1	$206.00	41%	$121.54	$121.54
I2E	DUO LINEAR ION BLUE/WHITE BLK	1	$206.00	41%	$121.54	$121.54
LIGHTING - UNDER MIRRORS	----------					
U180D	DUO Red/White Under Mirror Light	1	$309.00	41%	$182.31	$182.31
U180E	DUO Blue/White Under Mirror Light	1	$309.00	41%	$182.31	$182.31
U18050	2020-2025 Ford Utility Under Mirror Mount, Pair	1	$35.00	41%	$20.65	$20.65
LIGHTING - REAR SIDES	----------					
IONR	Red ION Series Super LED Universal Light	1	$178.00	41%	$105.02	$105.02
IONB	Blue ION Series Super LED Universal Light	1	$178.00	41%	$105.02	$105.02
IONPEDB	ION PEDESTAL MOUNT KIT BLACK	2	$90.00	41%	$53.10	$106.20
LIGHTING - UPPER DECK / HATCH	----------					
BS508	Inner Edge RST WeCanX 8 Light, 2020-2021 Ford Utility	1	$1,077.00	Base Price	$1,077.00	$1,077.00
ISDK	Add DUO™ Series Linear-LED® Flasher, 1 Amber/ Red	4	$63.00	Free	$0.00	$0.00
ISDM	Add DUO™ Series Linear-LED® Flasher, 1 Amber/ Blue	4	$63.00	Free	$0.00	$0.00
LIGHTING - LOWER DECK / HATCH	----------					
TLIR	ION T-SERIES LINEAR LT RED	1	$172.00	41%	$101.48	$101.48
TLIB	ION T-SERIES LINEAR LT BLUE	1	$172.00	41%	$101.48	$101.48

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06/19/2025

Item	Description	Quantity	MSRP	Discount	Rate	Amount
LIGHTING - REAR TAIL LIGHTS	----------					
VTX609R	Vertex Super LED Light Omni Directional Lighthead W/9; Cable - Red	1	$144.00	41%	$84.96	$84.96
VTX609B	Vertex Super-LED Light Omni Directional Lighthead W/ 9' Cable - Blue	1	$144.00	41%	$84.96	$84.96
EQUIPMENT CONSOLE	----------					
C-VS-1012-INUT-2	Vehicle-Specific 22" Angled Console For 2020-2025 Ford Interceptor Utility	1	$670.00	35%	$435.50	$435.50
CM014248-1	Close-Out Bracket Kit For C-VS-1012-INUT-2 Console	1	$68.00	35%	$44.20	$44.20
EQUIPMENT CONSOLE - UPPER EQUIP	----------					
C-PM-134-PC	Brother Pocketjet 8 Printer Mount For Ford Interceptor Utility	1	$363.00	35%	$235.95	$235.95
C-EB40-CCS-1P	1 PC. Equipment Mt. Brkt. 4" Mounting Space, Whelen Cencom/Carbide/Cantrol	1	$39.00	35%	$25.35	$25.35
EQUIPMENT CONSOLE - LOWER EQUIP	----------					
C-AP-0325-1	3" Accessory Pocket for Internal Mounting - 2.5" Deep 3"H X 8 5/8"W X 2.5"D	1	$53.00	35%	$34.45	$34.45
CUP2-1004	Self-Adjusting Double Cup Holder (Fixed Mount)	1	$67.00	35%	$43.55	$43.55
C-LP3-BL2	Console Accessory Bracket Kit With 3 Lighter Plug Outlets And 2 Blanks For Rectangular Accessories	1	$82.00	35%	$53.30	$53.30
091-219-5	Dual USB Charging Ports 2.4 Amp Max Output, Red LED 4.8-5.2 VDC	1	$73.50	Base Price	$73.50	$73.50
C-USB-3	USB-C & USB Type A Dual Port Charger	1	$102.00	35%	$66.30	$66.30
EQUIPMENT CONSOLE ACCESSORIES	----------					
C-ARM-102	Console Side Mount Armrest 9.5"L X 2.75"W	1	$97.00	35%	$63.05	$63.05
MMSU-1	Single Unit Magnetic Mic Mount Kit, Includes Base, Hex Key, Disc Adapter & Mounting Hardwa	2	$30.66	Base Price	$30.66	$61.32
COMPUTER	----------					

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06/19/2025

Item	Description	Quantity	MSRP	Discount	Rate	Amount
FZ-55JV-38BM	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0 FHD 1000 nit Gloved Multi Touch, 32GB(16+16), Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G EM7595, GPS, Dual Pass (Ch1:GPS/Ch2:WWAN), Mic and Infrared 2MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ-SVCFESGEN10 - Field Engineering Support	1	$5,227.63	11%	$4,652.59	$4,652.59
COMPUTER DOCK	----------					
DS-PAN-435-2	Panasonic Toughbook 54 / 55 Docking Station, Dual Pass Thru Antenna, Power Supply. Includes: Fully-powered USB 3.0 (2), Ethernet RJ45 Ethernet (1), Serial: DB9 (9-Pin) connection (1), video; input voltage: 15.6V DC, antenna; dual hi-gain (TNC Connector, Does not include VGA and HDMI ports.	1	$1,438.00	35%	$934.70	$934.70
COMPUTER DOCK MOUNTING EQUIPMENT	----------					
C-MD-119	11" Slide Out Locking Swing Arm with Low Profile Motion adapter	1	$379.00	35%	$246.35	$246.35
MOBILE ROUTER	----------					
REUSE CONNECTIVITY	Reuse Connectivity Device - Provide Detail (Mobile Router, GPS Puck, etc.)	1	$0.00	Base Price	$0.00	$0.00
MOBILE ROUTER ACCESSORIES	----------					
EVNSL0272BK-0025	CAT6 250MHZ Stranded Ether patch Cable-Shielded, pvc 25ft molded boot Black	1	$26.06	Base Price	$26.06	$26.06
EYN257T-0025-FF	25' DB9 Serial Null-Modem MG90 OMG Cable, DB9 Female/DB9 Female	1	$34.22	Base Price	$34.22	$34.22
MOBILE ROUTER ANTENNA	----------					
GPSD4-7-49-Q CradlePoint	Cradlepoint 5G Tri band antenna	1	$617.30	Base Price	$617.30	$617.30
MOBILE PRINTER	----------					
PJ822	PocketJet 8, 200dpi, 8.5 Width, Thermal Printer with USB C Connectivity/Charging, 2 Year Premier Warranty (Printer only, requires DC power or optional battery, USB cable, and printing supplies)	1	$435.00	5%	$413.25	$413.25
LB3692	Printer Car Power Adapter Hard Wired 14', for PJ3/PJ6/PJ7/PJ8	1	$22.79	Base Price	$22.79	$22.79

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641-227-2222

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Item	Description	Quantity	MSRP	Discount	Rate	Amount
IMAGING SCANNER	----------					
4910LR-152-LTRK	Ltron Next Generation Imaging Scanner Kit, Includes Drivers for Microsoft Windows	1	$476.00	Base Price	$476.00	$476.00
4910LR-MM	L-Tron 4910LR Magnetic Mount	1	$43.44	Base Price	$43.44	$43.44
CAMERA	----------					
REUSE CAMERA	REUSE CAMERA	1	$0.00	Base Price	$0.00	$0.00
RADAR	----------					
BEE3-2KA	BEE III standard radar with two Ka-band antennas, basic kit with choice of wired or wireless remote, mounting hardware, cables, tuning forks, manual and two year warranty	1	$3,034.06	Base Price	$3,034.06	$3,034.06
Radio 1 and Antenna(s)	----------					
CUSTOMER RADIO	Customer Provided Radio	1	$0.00	Base Price	$0.00	$0.00
NMO150/450/758	Larsen Multiband Black 18" Ant 750-870,430-520,150-174 Mhz, Motorola APX / Harris Unity	1	$64.49	Base Price	$64.49	$64.49
PRISONER TRANSPORT KIT	----------					
P1000UINT20AOSB	Single Compartment Pro-Cell for 2020-2022 Ford Utility includes Half Partition, Transport Seat, Floor Pan, Pair of Door Panels, Pair of Window Armor, Lower Extension Pan, Poly Divider, Poly Window Divider, SUVs come with a Cargo Barrier & Outboard Seat Belt Kits	1	$3,656.00	22%	$2,851.68	$2,851.68
WEAPONS MOUNT 1	----------					
GK10271UHK	Single T-Rail Mount Universal Handcuff Key Override Sedans/Mid Size SUV	1	$399.00	22%	$311.22	$311.22
FLASHLIGHT 1	----------					
75454	Streamlight Stinger DS LED HL Flashlight w/ AC&DC Chargers	1	$177.09	Base Price	$177.09	$177.09
Front Seat Cover	----------					
T52217BLK	TigerTough (Driver) 2020-2021 Ford Utility - Black Tactical	1	$237.00	Base Price	$237.00	$237.00
EQUIPMENT TRAY	----------					
PKG-TTP-INUT-1201-4	Premium Package – Raised Fold-Up Equipment Tray & Cargo Plate With 200 Lbs Lift Struts For 2020-2023 Ford Interceptor Utility	1	$2,041.00	35%	$1,326.65	$1,326.65

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06/19/2025

Item	Description	Quantity	MSRP	Discount	Rate	Amount
PROKIT-2	Adapter Kit for Pro-Gard Partition to Havis TTP or Storage Drawer Mount in 2020-2022 Ford Interceptor Utility	1	$34.00	35%	$22.10	$22.10
POWER MANAGEMENT	KELTEK WIRING HARNESS AND ASSOCIATED EQUIPMENT					
PWRMGMT	Materials for installing wire harness and power management	1	$749.00	Base Price	$749.00	$749.00
Installation - MacQueen	A MacQueen vehicle upfit includes the following: * Labor * Shop Supplies * Vehicle pick up and delivery * Tech Checkout	1				$6,029.00

Subtotal	$30,480.63
Shipping Cost	
Tax (%)	$0.00
Total	$30,480.63

Return Policy: https://www.keltekinc.com/return-policy/

State Contracts: https://www.keltekinc.com/state-contract/

Service Rates: https://www.keltekinc.com/service/

7729

8710 Earhart Lane SW
Cedar Rapids, IA 52404
Main 319.841.4000 + **Fax** 713.965.0044

HRGREEN.COM

To: Jeremiah Hoyt, City of Anamosa

From: HR Green

Subject: Anamosa Project Status

Date: July 9, 2025

1. 3rd Street Sidewalk

- Preliminary Plans were submitted to the Iowa DOT on May 20, 2025. Plans have been provided for City staff review and comment

Action Items: Check Plans are due to the Iowa DOT on or before August 5, 2025. NEPA (National Environmental Policy Act) and SHPO (State Historic Preservation Office) reviews are in process and clearances are required before Check Plans can be submitted. The DOT is pushing for clearance prior to August 5.

2. Sidewalk Program

- Submitted draft Sidewalk Inspection Guidelines and Policy and met with City staff to gather feedback on 6/21/23.
- Iowa State Supreme Court ruled in late 2024: If a sidewalk has a defect, such as an uneven surface or tripping hazard, the City could be held liable if it does not notify the property owner to repair the defect per the Iowa Code.

Action Items: HR Green is working with Tiger Eye to receive a schedule for when they will be in Anamosa to perform the complete sidewalk assessment.

3. Well 7 Siting study

- Recommended site and adjacent alternatives were investigated. Potential sellers not interested.
- Draft Ordinance for the radius of control for existing Well 5 was sent to City staff. It is recommended that the Ordinance be pursued as a short-term means of wellhead control at Well #5 until a long-term site for future Well #7 is acquired.
- HR Green is working with City staff for next site(s) as identified in the siting study.

Action Items: Recommended the City attorney reviews the Ordinance.

4. Water Treatment Plant Disinfection – Liquid Chlorine (bleach)

- Project is complete.

Action Items: No further action.

5. Water Treatment Plant Aerator Replacement

- Draft documents reviewed with City staff.
- Final bidding documents will be completed in July.

Action Items: HR Green to finalize bidding documents for Council consideration/approval.

6. Sewer in Alley between Ford and N Huber

- HR Green has applied for a new IDNR water and wastewater construction permit. Currently awaiting the water permit from IDNR. Will submit the NPDES permit application prior to the start of construction.
- Bids were received on Tuesday, May 20, 2025.
- Notice of Award and contract documents sent to contractor.

Action Items: HR Green is working with the contractor to execute the contract documents and will be scheduling a pre-construction meeting in July.

7. City GIS

- Cemetery Mapping Project
  - HR Green will meet with Kaylee Palmer to go over the updating of information for the cemetery using the cemetery app.
- GIS Services
  - Continued maintenance of GIS Database
  - Well 6 to GIS
    - Well 6 has been added to GIS and piping has been updated. HR Green will GPS the well location for more accurate location.
  - Trimble R2 Battery has been quoted from Seiler Instrument for Steve's GPS unit.

8. Dillon Military Bridge

- HR Green provided the City with a technical memorandum, including an opinion of costs for rehabilitation in place and relocation, on August 21, 2024.
- According to the State Historical Society of Iowa, the bridge is a contributing resource to the National Register-listed Wapsipinicon Park Historic District and is, therefore, considered listed.
- HR Green submitted the final Application for Region 10 RPA Transportation Alternatives Program (TAP) Funds to Region 10 Regional Planning Affiliation (RPA 10) on December 16, 2024. The requested funding of $325,000 is being considered for inclusion in the State TIP (Transportation Improvement Program) and

Action Items: A funding plan was discussed with the City Council and Jones County Supervisors. A proposal has been provided to the Board of Supervisors that would allow the joint pursuit of bridge rehabilitation. The search for rehabilitation funding will begin with approval of this proposal.

9. Sanitary Sewer Rehab Near Elm St. & Hickory St.

- Final plans are complete.
- Six easements were sent to the City for signature.

Action Items: City is working to obtain signed easement agreements prior to permitting and bidding phases.

RESOLUTION NO. 2025-42

RESOLUTION SETTING THE DATE FOR THE STATUS OF FUNDED ACTIVITIES FOR THE WWTP FLOW EQUALIZATION BASIN PROJECT OF THE CITY OF ANAMOSA, IOWA.

WHEREAS, the City of Anamosa has committed to participation in a community development block grant for the WWTP Flow Equalization Basin Project; and,

WHEREAS, the funded activities process requires a public hearing to update the public on the status of the project funds; and

WHEREAS, a public notice of said public hearing is required to be published in the designated local paper no less than four and no more than 20 days prior to the public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the City of Anamosa City Council does hereby set July 28, 2025 at 6:00 p.m. as the date and time for the public hearing to be held in the Anamosa Library & Learning Center, in Anamosa, Iowa.

FURTHERMORE, that publication of said public notice shall be made in accordance with the State Code of Iowa.

Councilmember _____ introduced this Resolution and moved for its adoption.
Councilmember _____ seconded the motion to adopt.
The roll was called and the following indicates the result of the vote.

COUNCIL MEMBER	AYES	NAYS	ABSENT	ABSTAIN
CRUMP				
K. SMITH				
TUETKEN				
D. SMITH				
WEIMER				
GOMBERT				

PASSED AND APPROVED this 14th day of July, 2025.

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, CITY ADMINISTRATOR

RESOLUTION NO. 2025-44

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING TO VACATE, SELL, AND CONVEY CITY OWNED RIGHT-OF-WAY (FORMER ALLEY BETWEEN 204 S. DIVISION STREET AND 610 E. 2ND STREET), PURSUANT TO SECTION 364.7 OF THE IOWA CODE.

WHEREAS, the City of Anamosa has received an offer to purchase the City-owned right-of-way (former alley between 204 S. Division Street and 610 E. 2nd Street), described the south 164 feet of the vacated 24-foot wide alley running North-South in Block 32 of Scott & Skinner's Addition to the City of Anamosa; and,

WHEREAS, the Planning & Zoning Commission met on May 5, 2025 and recommended that this City-owned right-of-way be vacated contingent upon an entry/egress easement agreement; and,

WHEREAS, the City has no future plans or purpose for this City-owned right-of-way; and,

WHEREAS, a public notice of said public hearing is required to be published in the designated local paper no less than four and no more than 20 days prior to the public hearing;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the City of Anamosa City Council does hereby set August 11, 2025 at 6:00 p.m. as the date and time for the public hearing to be held in the Anamosa Library and Learning Center, in Anamosa, Iowa.

FURTHERMORE, the Council does hereby direct City personnel to proceed with the publication of said public notice in accordance with the State Code of Iowa.

Councilmember _____ introduced this Resolution and moved for its adoption.
Councilmember _____ seconded the motion to adopt.
The roll was called and the following indicates the result of the vote.

COUNCIL MEMBER	AYES	NAYS	ABSENT	ABSTAIN
CRUMP				
K. SMITH				
TUETKEN				
D. SMITH				
WEIMER				
GOMBERT				

PASSED AND APPROVED this 14th day of July, 2025.

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, CITY ADMINISTRATOR

July 7, 2025

Jeremiah Hoyt, City Administrator
City of Anamosa
107 S. Ford St.
Anamosa, IA 52205

RE: WWTP FLOW EQUALIZATION BASIN PROJECT – WRH, Inc CHANGE ORDER #2

Dear Mr. Hoyt, Mayor and City Council:

Attached for your consideration is Change Order #2 from WRH, Inc. This is for work associated with the removal and replacement of all existing grating on top of the existing wet well. This includes the procurement of like grating to replace the existing. See attached for additional information and below for pictures of the existing grating.

We have reviewed the Change Order submitted by WRH, Inc and are recommending approval of the Change Order in the amount of **$19,717.54.**

If you have any questions, please do not hesitate to contact me either at 319-362-9394 or neisenbacher@snyder-associates.com

Respectfully,

SNYDER & ASSOCIATES, INC.

Nick Eisenbacher, P.E.
Project Engineer

Enclosure: Change Order #2

cc: Steve Agnitsch City of Anamosa Utilities Superintendent; WRH, Inc

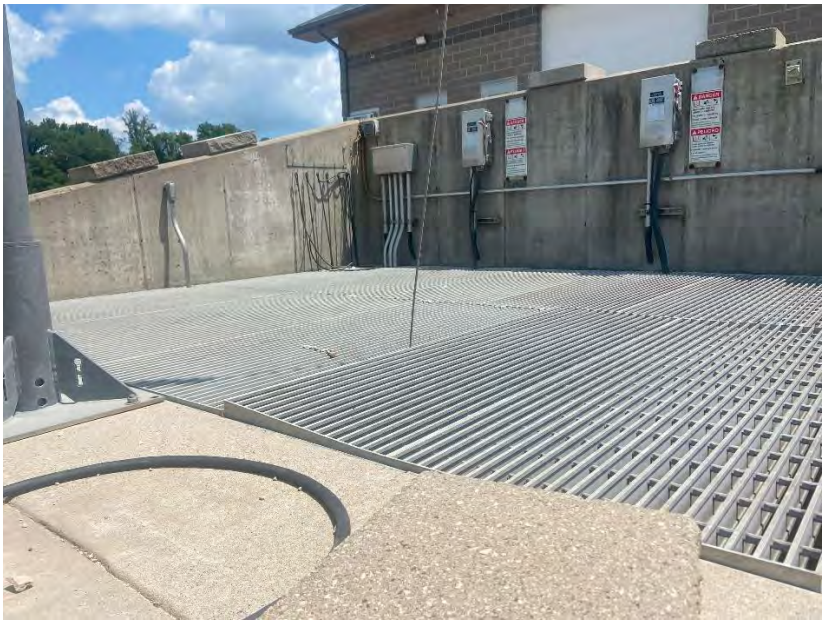


Figure 1: Warped Grating



Figure 2: Rust Spots - Typical Throughout Each Piece

CHANGE ORDER NO. 2

OWNER: City of Anamosa

PROJECT: WWTP Flow Equalization Basin Project
S&A PROJECT #: 119.1164.08

To: WRH, Inc
Contractor
PO Box 256
Address
Amana, IA 52334
City, State, Zip

You are directed to make the following changes in this contract:

1. Description of change to be made:

Procurement, removal, and replacement of existing grating on the existing wet well with like grating.

2. Reason for Change:

The original contract included installing a plate covering on the existing grating to provide a thermal barrier during the winter months. During construction WRH noticed the condition of the grating has started to deteriorate with several pieces of the existing grating were beginning to warp and some had began to show signs of rusting. In order to provide a better thermal barrier as wella as a safer platform the grating should be replaced and covered with the plating already included with the project. Attached are pictures of the exisitng grating.

3. Settlement for the cost of making the change shall be as follows:

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
1.	Remove and Replace Wet Well Grating	1	LS	$19,717.54	$19,717.54
				TOTAL	**$19,717.54**

4. This change order will result in a net change in the contract completion time of 14 days and a net change in the cost of the project of $19717.54 divided as follows:

	Contract Amount	Contract Completion Date
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	$4,190,215.07	February 3, 2026
Change due to this C.O. (+ or -)	$19,717.54	14
Totals including this C.O.:	$4,209,932.61	February 17, 2026

The change described herein is understood, and the terms of settlement are hereby agreed to:

WRH, Inc
CONTRACTOR

By _____ DATE: _____

Snyder & Associates, Inc.
ENGINEER

By _____ DATE: _____

City of Anamosa
OWNER

By _____ DATE: _____

Change Authorization Request
(CAR)

Project:

CAR No. 2 **DATE** 05/27/25 **Job No.** 1442

Reference:
RFQ # _____ **Location** Anamosa WWTP **Contract No.** _____

A Change in the scope of work is indicated below and Owner's prompt approval or rejection of this authorization is requested so that the material may be purchased and to prevent any delay in field operations.

Reason for Change:

( ) Design Request ( ) Field Condition
(x) Owner Request ( ) Suggested by Contractor
( ) Other ---- Explain _____

1) Description of Change: (Refer to drawings, specification, addenda, bulletin if applicable)

Procurement, Removal, and Replacement of all exising grating on top of existing wet well. Replacement of existing like for like.

2) It is requested that the completion date be; (x) extended ( ) decreased
by 14 calendar days.

3) Basis of Payment:

a) ( ) Firm price for performing this change
is **(x) increased** / ( ) decreased by $19,717.54
is ( ) increased / ( ) decreased by $0.00
is ( ) increased / ( ) decreased by $0.00

b) ( ) Unit Price $0.00

c) ( ) Change to be performed per unit prices in Contract $0.00

d) ( ) The time required to prepare and agree upon a detailed estimate prior to proceeding with the change would unduly delay job progress. The following is an approximate estimate to assist Owner in determining whether or not change should be made. If notified to proceed, a detailed estimate in the form agreed upon, with supporting details, will be submitted after receipt of said notice.
Approximate Estimate is $19,717.54

( ) CHANGE WILL NOT BE MADE
PROCEED ON THE FOLLOWING BASIS:

( ) Firm Price ( ) Time and Material
( ) Estimate of Price ( ) Change in Completion Date
( ) Unit Price in Contract ( ) No Change

Comments: _____

Submitted by: Jordan Graham Approved by _____
Owner

WRH, Inc.

Date: 5/27/2025 Date: _____

05/27/25

C.A.R. Calculation

C.A.R. # **2**

Subcontractors	Quantity	Unit	Unit Rate	Line Total
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Material:				
Grating Package	1.00	Lot	$11,500.00	$11,500.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Labor:				
Skilled Labor	24.0	Hr	$96.08	$2,305.92
Laborer	24.0	Hr	$90.08	$2,161.92
Truck Driver		Hr	$90.08	$0.00
Equipment Operator		Hr	$102.55	$0.00
Foreman		Hr	$105.09	$0.00
Superintendent	4.0	Hr	$111.09	$444.36
Project Manager	2.0	Hr	$165.00	$330.00
Equipment:				$0.00
Field Truck	5.0	Hr	$13.46	$67.30
Skid loader		Hr	$53.86	$0.00
Scissor Lift		Hr	$22.44	$0.00
Excavator (Mini)		Hr	$60.59	$0.00
Excavator (Large)		Hr	$215.42	$0.00
Crane		Hr	$333.23	$0.00
Dozer (small)		Hr	$121.18	$0.00
Dozer (large)		Hr	$127.91	$0.00
Compactor		Hr	$53.86	$0.00
Dump Truck		Hr	$74.05	$0.00
	Sub-total			$16,809.50
Sales Tax on Material			0.00%	$0.00
Contractor's Fee (Self-performed)			15.00%	$2,521.43
Contractor's Fee (Sub-contracts)			5.00%	$0.00
				$0.00
				$19,330.93
Bond & Insurance			2.00%	$386.62
Total Proposed Change				**$19,717.54**

Procurement, Removal, and Replacement of all exising grating on top of existing wet well. Replacement of existing like for like.

CONTRACT
SANITARY SEWER REPLACEMENT
ALLEY BETWEEN FORD STREET AND N. HUBER STREET
ANAMOSA, IOWA

THIS CONTRACT, made and entered into this _____ day of _____, 2025, by and between the City of Anamosa, Iowa by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction", and Tschiggfrie Excavating Co., hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the latest Edition of the Urban Standard Specifications for Public Improvements, as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities and Prices which were proposed by the Contractor in its proposal submitted in accordance with Notice to Bidders and Notice of Public Hearing for the following described improvements:

> Replacement of approximately 1,300 feet of 4-inch and 6-inch sanitary sewer with 8-inch PVC sewer reconnecting up to 40 sanitary services, manhole installation, installation of intakes, storm sewer and subdrain, 1,120 SY of asphalt paving/patching, 1,101 PCC Pavement, and 353 SY of sidewalk replacement.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Six Hundred Sixty Nine Thousand, One Hundred Fifty Dollars and Eighty Four Cents dollars ($669,150.84), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract within 10 days of the date specified on the Notice to Proceed, work shall be substantially complete on or before December 31, 2025, and shall be fully completed on or before March 31, 2026, and to pay liquidated damages for noncompliance with said completion provisions at a rate of $500.00 dollars for each calendar day that the work remains incomplete.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION: City of Anamosa, Iowa

By _____
Rod Smith, Mayor

(Seal)
ATTEST:

_____
Jeremiah Hoyt, City Administrator

CONTRACTOR:

Tschiggfrie Excavating Co.

By _____
AuthorizedSignature, AuthorizedTitle

Erin Rogers
Print Name, Title

425 Julien Dubuque Drive
Street Address

Dubuque, IA 52003
City, State, Zip Code

563-557-7450
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. C099240 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:
   A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

B. Prior to entering into contract, the designated low bidder, if it be a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, or as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204. N/A We are an Iowa Corporation

Bond No. _____
Name of Surety _____

NOTE: All signatures on this contract must be original signatures in ink; copies or facsimile of any signature will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Dubuque County)

On this 6th day of June, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Erin Rogers and _____, to me known, who, being by me duly sworn, did say that they are the General Superintendent and _____, respectively, of the corporation executing the foregoing instrument; that ~~(no seal has been procured by)~~ (the seal affixed thereto is the seal of) the corporation; that said instrument was signed ~~(and sealed)~~ on behalf of the corporation by authority of this Board of Directors; that Erin Rogers and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Ty Malcom
Notary Public in and for the State of Iowa
My commission expires 04-04, 20 28

CONTRACT ATTACHMENT: ITEM 1: GENERAL - None

TY BENJAMIN MALCOM NOTARIAL SEAL IOWA Commission Number 777636 My Comm. Expires April 4, 2028

CONTRACT ATTACHMENT: ITEM 2: BID ITEMS, QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. BASED ON BIDS RECEIVED, THE CITY RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT.

ITEM NO.	BID ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	CLEARING AND GRUBBING	LS	1	$4,100.00	$4,100.00
2	TOPSOIL, OFF-SITE, 8 INCH	CY	565	$25.00	$14,125.00
3	EXCAVATION, CLASS 10	CY	283	$16.00	$4,528.00
4	SUBGRADE PREPARATION	SY	1302	$1.80	$2,343.60
5	SUBGRADE TREATMENT, GEOGRID	SY	1302	$3.40	$4,426.80
6	SUBBASE, MODIFIED, 6 INCH	SY	1302	$8.40	$10,936.80
7	COMPACTION TESTING	LS	1	$5,000.00	$5,000.00
8	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	1600	$33.00	$52,800.00
9	TRENCH COMPACTION TESTING	LS	1	$3,900.00	$3,900.00
10	SANITARY GRAVITY MAIN, TRENCHED, PVC, 4"	LF	70	$87.00	$6,090.00
11	SANITARY GRAVITY MAIN, TRENCHED, PVC, 8"	LF	1301	$52.00	$67,652.00
12	SANITARY SEWER SERVICE STUB, PVC, 4"	LF	125	$83.00	$10,375.00
13	SANITARY SEWER SERVICE STUB, PVC, 6"	LF	125	$87.00	$10,875.00
14	SANITARY SEWER SERVICE RELOCATION, SERVICES CURRENTLY TIED INTO MANHOLE, 4"	EA	3	$5,500.00	$16,500.00
15	SANITARY SEWER SERVICE RELOCATION, PROPERTIES ALONG FORD ST., 4"	EA	3	$11,300.00	$33,900.00
16	REMOVAL OF SANITARY SEWER, 4" TO 8", VCP	LF	1030	$6.40	$6,592.00
17	SANITARY SEWER ABANDONMENT, FILL AND PLUG, 6"	LF	405	$2.20	$891.00
18	STORM SEWER, TRENCHED, 15", RCP	LF	32	$120.00	$3,840.00
19	SUBDRAIN, TYPE 1B, HDPE, 6 INCH PERFORATED, TRENCHED	LF	369	$19.00	$7,011.00

ITEM NO.	BID ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
20	SUBDRAIN, TYPE 1B, HDPE, 8 INCH PERFORATED, TRENCHED	LF	252	$26.00	$6,552.00
21	SUBDRAIN, HDPE, 8 INCH SOLID WALL, TRENCHLESS	LF	190	$26.00	$4,940.00
22	SUBDRAIN CLEANOUT, TYPE A-1, PVC, 6 INCH	EACH	2	$990.00	$1,980.00
23	SUBDRAIN CLEANOUT, TYPE A-1, PVC, 8 INCH	EACH	2	$1,100.00	$2,200.00
24	SUBDRAIN OUTLETS AND CONNECTIONS	EACH	5	$360.00	$1,800.00
25	BYPASS PUMPING	LS	1	$8,500.00	$8,500.00
26	EXPLORATORY POTHOLING	HR	12	$480.00	$5,760.00
27	WATER MAIN, TRENCH, 12" PVC	LF	28	$160.00	$4,480.00
28	FITTINGS, DI MJ	LB	372	$19.00	$7,068.00
29	WATER MAIN REMOVAL	LF	23	$13.00	$299.00
30	MANHOLE, SW-301, 48"	EA	6	$6,700.00	$40,200.00
31	INTAKE, SW-501	EA	1	$4,000.00	$4,000.00
32	INTAKE, SW-507	EA	2	$6,300.00	$12,600.00
33	REMOVE MANHOLE	EA	4	$740.00	$2,960.00
34	REMOVE INTAKE	EA	1	$590.00	$590.00
35	PAVEMENT, PCC, 7 INCH	SY	1101	$60.00	$66,060.00
36	CURB AND GUTTER REPLACEMENT, 2.5 FEET, 7 INCH	LF	9	$76.00	$684.00
37	PCC PAVEMENT SAMPLES AND TESTING	LS	1	$2,000.00	$2,000.00
38	ASPHALT PAVEMENT SAMPLES AND TESTING	LS	1	$280.00	$280.00
39	REMOVAL OF SIDEWALK	SY	194	$6.70	$1,299.80
40	REMOVAL OF DRIVEWAY	SY	1280	$8.40	$10,752.00
41	SIDEWALK, PCC, 4 INCH	SY	301	$49.00	$14,749.00
42	SIDEWALK, PCC, 6 INCH	SY	52	$60.00	$3,120.00
43	DETECTABLE WARNINGS	SF	50	$52.00	$2,600.00
44	DRIVEWAY, PAVED, PCC, 7"	SY	216	$71.00	$15,336.00
45	DRIVEWAY, GRANULAR	SY	1071	$7.60	$8,139.60
46	FULL DEPTH PATCHES, HMA, 4"	SY	1120	$54.00	$60,480.00
47	PAVEMENT REMOVAL	SY	1069	$6.50	$6,948.50
48	PAINTED PAVEMENT MARKINGS, DURABLE	STA	2.2	$2,800.00	$6,160.00
49	PAINTED SYBMBOLS AND LEGENDS	EACH	3	$620.00	$1,860.00

ITEM NO.	BID ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
50	TEMPORARY TRAFFIC CONTROL	LS	1	$11,200.00	$11,200.00
51	REMOVAL AND REINSTALL TRAFFIC SIGNS	EACH	6	$390.00	$2,340.00
52	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 1	AC	0.8 ~~0.5~~	$9,000.00	$7,200.00
~~53~~	~~SWPPP PREPARATION~~	~~LS~~	~~1~~	~~$-~~	~~$-~~
54	SWPPP MANAGEMENT	LS	1	$3,400.00	$3,400.00
55	FILTER SOCK, 9 INCH	LF	977	$2.40	$2,344.80
56	FILTER SOCK, REMOVAL	LF	977	$0.22	$214.94
57	TRACK-OUT CONTROL	TON	100	$26.00	$2,600.00
58	INLET PROTECTION DEVICE, SURFACE-APPLIED	EA	7	$120.00	$840.00
59	INLET PROTECTION DEVICE, MAINTENANCE	EA	7	$11.00	$77.00
60	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	CY	3.5	$1,100.00	$3,850.00
61	CONSTRUCTION SURVEY	LS	1	$6,700.00	$6,700.00
62	MOBILIZATION	LS	1	$52,000.00	$52,000.00
63	MAINTENANCE OF POSTAL SERVICE	LS	1	$2,000.00	$2,000.00
64	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	$1,700.00	$1,700.00
65	CONCRETE WASHOUT	LS	1	$2,400.00	$2,400.00
	TOTAL ESTIMATED CONSTRUCTION COST				**$669.150.84**

HR Green, Inc.
Project No. 220479

Sanitary Sewer Replacement
Alley Between Ford Street and N. Huber Street
Anamosa, Iowa

PERFORMANCE, PAYMENT AND MAINTENANCE BOND
SANITARY SEWER REPLACEMENT
ALLEY BETWEEN FORD STREET AND N. HUBER STREET
ANAMOSA, IOWA

KNOW ALL BY THESE PRESENTS:

That we, Tschiggfrie Excavating Co. as Principal (hereinafter the "Contractor" or "Principal" and Employers Mutual Casualty Company, as Surety are held and firmly bound unto the City of Anamosa, Iowa, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Six Hundred Sixty Nine Thousand, One Hundred Fifty Dollars and Eighty Four Cents Dollars ($669,150.84) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, 2025, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

> Replacement of approximately 1,300 feet of 4-inch and 6-inch sanitary sewer with 8-inch PVC sewer reconnecting up to 40 sanitary services, manhole installation, installation of intakes, storm sewer and subdrain, 1,120 SY of asphalt paving/patching, 1,101 PCC Pavement, and 353 SY of sidewalk replacement.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of $ 669,150.84 which is the cost associated with those items shown on the proposal and in the Contract which require a maintenance bond period in excess of one year.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the Improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
   A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of Four (4) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

   B. To keep all work in continuous good repair.

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section; and

   D. Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

4. GENERAL: The Contractor and every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
   A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

   B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and

   C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

   D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

   E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as

required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outley and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Jones, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this _____ day of _____, 20 25.

Surety Countersigned By:

Not Required

Name of Resident Commission Agent

Company Name

Company Address

PRINCIPAL:

Tschiggfrie Excavating Co.

Contractor

By: _____
Signature

Ty Malcom, Corporate Secretary
Printed Name, Title

City, State, Zip Code

Company Telephone Number

SURETY:

Employers Mutual Casualty Company
Surety Company

By: _____
Signature Attorney-in-Fact Officer

Zach Fuller, Attorney-in-Fact and Iowa Resident Agent
Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC
Company Name

2727 Grand Prairie Parkway
Company Address

Waukee, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

NOTE: All signatures on this performance, maintenance & payment bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.

emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

CRAIG E. HANSEN, BRIAN M. DEIMERLY, JAY D. FREIERMUTH, TIM MCCULLOH, ANNE CROWNER, DIONE R. YOUNG, Seth D. Rooker, Jennifer Marino, Ben Williams, Sara Huston, Kele Zanders, John Cord, Joe Tiernan, Jamie Gifford, Grace Dickinson, Zach Fuller

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

In an amount not exceeding Ten Million Dollars $10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire October 10th, 2025, unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

SEAL SEAL SEAL SEAL SEAL

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2025

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, 2025.

Ryan J. Springer Vice President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners Great Plains, LLC
501 Bell Street
Dubuque IA 52001

License#: 1001000272

CONTACT NAME: Liz Martin
PHONE (A/C, No, Ext): 563-556-0272 **FAX (A/C, No):** 563-556-4425
E-MAIL ADDRESS: liz.martin@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Western Insurance Co	10804
INSURER B : American Interstate Insurance Company	31895
INSURER C : Travelers Excess and Surplus Lines Company	29696
INSURER D : Navigators Specialty Insurance Company	36056
INSURER E :	
INSURER F :	

INSURED
Tschiggfrie Excavating Co
425 Julien Dubuque Drive
Dubuque IA 52003

TSCHEXC-01

COVERAGES **CERTIFICATE NUMBER:** 1330431605 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	CPA3297848-21	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY		Y	CPA3297848-21	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0		Y	CPA3297848-21	10/1/2024	10/1/2025	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SVWCIA3307652024	10/1/2024	10/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C D	Excess Liability Pollution Liability			EX-3X017614 SF23ECPU00871NC	10/1/2024 10/1/2023	10/1/2025 10/1/2025	Excess Liability Pollution Limit	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Anamosa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are listed as additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the additional insureds under the general liability and commercial auto, the umbrella/excess follows form.

HR Green, Inc. Project No. 220479 Anamosa, Iowa - Sanitary Sewer Replacement Alley Between Ford Street & N. Huber Street

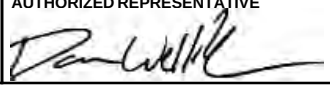
CERTIFICATE HOLDER

City of Anamosa
107 S. Ford Street
Anamosa IA 52205

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGE EXTENSIONS

Paragraph No.	Name of Coverage Extensions	Limit or Included
A.	Additional Insured by Contract Or Agreement Including Primary and Noncontributory Other Insurance Condition	Included
B.	Airbags - Extended Coverage	Included
C.	Audio, Visual & Data Electronic Equipment Coverage (Including Telematics Tracking Equipment)	$1,000
D.	Auto Loan/Lease Gap Coverage	$2,500
E.	Autos Rented by Employees	Included
F.	Bail Bonds - Extended Coverage	$5,000
G.	Broad Form Named Insured Including Newly Acquired or Formed Organizations	Included
H.	Custom Signs & Decorations	Included
I.	Employees as Insureds	Included
J.	Fellow Employee Coverage	Included
K.	Glass Repair – No Deductible	Included
L.	Hired Auto Physical Damage and Increased Loss of Use Expenses Loss of use (Per Day / Maximum)	$100,000 $500 / $3,500
M.	Knowledge Of An Accident, Claim, Suit Or Loss	Included
N.	Loss Of Earnings - Extended Coverage	$1,000
O.	Rental Reimbursement Coverage	
	Maximum Rental Expenses Per Day	$75
	Maximum Rental Expenses Because Of Loss To Any One Covered "Auto"	$3,375
	Maximum Rental Expenses Because Of Loss To All Covered "Autos" In Any One Policy Period	$15,000
P.	Resultant Mental Anguish	Included
Q.	Towing And Labor Coverage Extension	$100
R.	Transportation Expenses - Coverage Extension (Per Day / Maximum)	$75 / $2,500
S.	Unintentional Failure To Disclose Hazards	Included
T.	Waiver Of Subrogation By Contract Or Agreement	Included

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The above is a summary only. If there is a conflict between this summary and the endorsement provisions that follow, the endorsement provisions shall prevail.

A. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT INCLUDING PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION

The following is added to Paragraph **A.1. Who Is An Insured** of **Section II – Covered Autos Liability Coverage:**

When you have agreed in a written contract or agreement to include a person or organization as an additional insured, such person or organization is included as an "insured" subject to the following:

1. Such person or organization is an additional insured only to the extent such person or organization is liable for "bodily injury" or "property damage" because of the conduct of an "insured" under Paragraphs **a.** or **b.** under Paragraph **A.1.** Who Is An Insured of Section **II** – Covered Autos Liability Coverage, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

2. The written contract or agreement described above must have been executed prior to the "accident" that caused the "bodily injury" or "property damage" and be in effect at the time of such "accident".

3. The insurance afforded to any such additional insured does not apply to any "accident" beyond the period of time required by the written contract or agreement described above.

4. The most we will pay on behalf of such additional insured(s) is the lesser of:

a. The Limits of Insurance specified in the written contract or agreement described above; or

b. The Limits of Insurance shown in the Declarations.

This provision shall not increase the Limit of Insurance shown in the Declarations in this policy or coverage part.

5. The following changes are made to Paragraph **5.** Other Insurance of **B.** General Conditions under Section **IV** – Business Auto Conditions:

a. The following is added to Paragraph **5.a.**:

If required by the written contract or agreement described above, the insurance afforded to the additional insured under this provision will be primary to, and will not seek contribution from, the additional insured's own insurance.

b. Paragraph **5.c.** is deleted in its entirety.

6. Paragraph **A.1.c.** under Section **II** - Covered Autos Liability Coverage is deleted in its entirety.

7. The definition of "insured contract" under Section **V** – Definitions is amended to add the following:

An "insured contract" does not include that part of any contract or agreement: That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other than the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by your operation or use of a covered "auto".

However, a person or organization is an additional "insured" under this provision only to the extent such person or organization is not named as an "insured" by separate endorsement to this policy.

B. AIRBAGS- EXTENDED COVERAGE

Section **III – Physical Damage Coverage,** Paragraph **B.3.a.** does not apply to the unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

C. AUDIO, VISUAL & DATA ELECTRONIC EQUIPMENT COVERAGE (Including Telematics Tracking Equipment)

Physical Damage Coverage is amended as follows:

1. In Section **III** – Physical Damage Coverage, Paragraphs **B.4.c.** and **B.4.d.** do not apply to:

a. Global positioning systems; or

b. "Telematics devices";

which are not:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

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(3) An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or;

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

2. In the event of a "loss" to a covered "auto", the most we will pay for "loss" to global positioning systems and "telematics devices" in any one covered "auto" is the lesser of:

   a. The actual cash value of the damaged or stolen property at the time of loss;

   b. The cost of repairing or replacing damaged or stolen property with other property of like kind and quality; or

   c. $1,000

3. For each covered "loss", a deductible of $100 shall apply.

"Telematics Devices" include devices that are not installed by the vehicle manufacturer and that are designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes global positioning systems and wireless safety communication devices.

Cellular, mobile and smart phones are not considered global positioning systems or "telematics devices" for purposes of this coverage provision.

D. AUTO LOAN/LEASE GAP COVERAGE

The following is added to **Section III – Physical Damage Coverage**, Paragraph **C.**:

In the event of a total "loss" to a covered "auto", we will pay up to $2,500 on the unpaid amount due on the lease or loan for a covered "auto", less:

The amount paid under the Physical Damage Coverage section of the policy; and any:

1. Overdue or any deferred lease/loan payments at the time of the "loss";

2. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

3. Security deposits not returned by the lessor;

4. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

5. Carry-over balances from previous loans or leases.

Coverage provided under this extension will be excess over any other collectible insurance including, but not limited to, any coverage provided by or purchased from the lessor or any financial institution.

However, this provision does not apply to the extent loan/lease gap coverage has been provided by separate endorsement to this policy.

E. AUTOS RENTED BY EMPLOYEES

The following is added to **Section II – Covered Autos Liability Coverage**, Paragraph **A.1.**:

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business

F. BAIL BONDS - EXTENDED COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(2)** is deleted and replaced by the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

G. BROAD FORM NAMED INSURED INCLUDING NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to sub paragraph **A1. Who Is An Insured** of **Section II – Covered Autos Liability Coverage**:

For any covered "auto";

Any organization, other than a partnership, joint venture or limited liability company, over which you maintain ownership or majority interest of more than 50 percent on the effective date of this endorsement and for

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which you are obligated prior to the loss to provide insurance, unless that organization is an "insured" under any other automobile policy or would be an "insured" under such a policy but for the exhaustion of its Limit of Insurance.

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company or any organization excluded either by this Coverage Part or by endorsement, and over which you maintain ownership or majority interest of more than 50 percent will qualify as a Named Insured. However:

1. This insurance does not apply to any newly acquired or formed organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for its termination or the exhaustion of its Limit of Insurance.
2. Coverage under this provision does not apply to "bodily injury", "property damage", expense or "loss" that occurred before you acquired or formed the organization.
3. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

H. CUSTOM SIGNS & DECORATIONS

Physical Damage coverage on a covered "auto" extends to "loss" to custom signs and decorations including custom murals, paintings or other decals or graphics.

Our limit of liability for each "loss" to custom signs and decorations shall be the least of:

(1) Actual cash value of the stolen or damaged property;

(2) Amount necessary to repair or replace the property; or

This coverage does not apply to Hired Auto Physical Damage Coverage.

I. EMPLOYEES AS INSUREDS

Section II - Covered Autos Liability Coverage, Paragraph **A.1.b.(2)** is deleted and replaced by the following:

(2) Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

However, the insurance provided by this provision, **I.** EMPOYEES AS INSUREDS, does not apply if separate Employee as Insured coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

J. FELLOW EMPLOYEE COVERAGE

Exclusion **B. 5.** of **Section II - Covered Autos Liability Coverage** is deleted and replaced with the following:

5. Fellow Employee

a. "Bodily injury" to any fellow "employee" of an "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

However, this exclusion does not apply to liability incurred by your "employees" that are "executive officers".

No "employee" is an "insured" for "bodily injury" to a co-employee if such co-employee's exclusive remedy is provided under a workers' compensation law or any similar law.

For the purpose of Fellow Employee Coverage only, paragraph **B.5.** of **Business Auto Conditions** is changed as follows:

This **Fellow Employee Coverage** is excess over any other collectible insurance.

As used in this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

K. GLASS REPAIR – NO DEDUCTIBLE

The following is added to Section III – Physical Damage Coverage, Paragraph **D.:**

3 Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" when you elect to patch or repair glass rather than replace.

L. HIRED AUTO PHYSICAL DAMAGE AND INCREASED LOSS OF USE EXPENSES

Section III – Physical Damage Coverage, A. 4 Coverage Extensions is amended to

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include the following:
If hired "autos" are covered "autos" for Liability Coverage under this policy and if Physical Damage Comprehensive Coverage, Physical Damage Specified Causes Of Loss Coverage, or Physical Damage Collision Coverage is provided under this policy for any "auto" you own, then such Physical Damage Coverages are extended to apply to "autos" you lease, hire, rent or borrow without a driver, subject to the following provisions:

1. This extension is only available for "autos" you lease, hire, rent or borrow for less than 30 consecutive days.
2. The most we will pay in any one "loss" is the least of $100,000, the actual cash value of the "auto" or the cost to repair or replace the "auto", except that such amount will be reduced by a deductible to be determined as follows:

   The deductible shall be equal to the amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto" of the same classification, the highest deductible for any owned "auto" will apply for that coverage.
3. Coverage provided under this extension will be excess over any other collectible insurance you have.

Paragraphs 1 through 3 above do not apply if separate Hired Auto Physical Damage is indicated in the declarations.

For "autos" you lease, hire, rent or borrow covered under this Hired Auto Physical Damage Coverage extension or under separate coverage provided in the declarations, the limits in subparagraph **b. Loss Of Use Expenses** under paragraph **4. Coverage Extensions** as found in paragraph **A. Coverage** of **SECTION III – PHYSICAL DAMAGE COVERAGE**, are increased to $500 per day, to a maximum of $3,500.

M. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **Section IV – Business Auto Conditions**, Paragraph **A.2.**:

Notice of an "accident" or "loss" will be considered knowledge of yours only if reported to you, if you are an individual, a partner, an executive officer or an employee designated by you to give us such notice.

Notice of an "accident" or "loss" to your Workers' Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers' Compensation policy.

N. LOSS OF EARNINGS - EXTENDED COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(4)** is deleted and replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $1,000 a day because of time off from work.

O. RENTAL REIMBURSEMENT COVERAGE

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage. This coverage is only available to those covered "autos" involved in a "loss" and Physical Damage is provided to the covered "auto".
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following;
   a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
   b. 45 days.
3. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred.
   b. The maximum rental expenses

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indicated below:

(1) Not more than $75 per day;

(2) The maximum rental expenses shown below:

(a) $3,375 because of "loss" to any one covered "auto";

(b) $15,000 because of all "loss" to all covered "autos" in any one policy period.

4. We will pay up to an additional $300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".

5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

P. RESULTANT MENTAL ANGUISH

Section V - Definitions, Paragraph **C.** is deleted and replaced by the following:

C. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Q. TOWING AND LABOR COVERAGE EXTENSION

The following is added to **Section III – Physical Damage Coverage,** paragraph **A.2.**:

1. We will pay up to $100 for a covered "auto" for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.

3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

R. TRANSPORTATION EXPENSES - COVERAGE EXTENSION

Paragraph **A.4.a. Transportation Expenses** of **Section III – Physical Damage Coverage** is amended as follows:

1. The Limits of Insurance are increased to $75 per day to a maximum of $2,500.

2. We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.

S. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to **Section IV - Business Auto Conditions**, Paragraph **B.2.**:

If you unintentionally fail to disclose any hazards existing at the inception of this policy, such failure will not prejudice the coverage provided to you. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to **Section IV - Business Auto Conditions**, Paragraph **A.5.**:

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to any person(s) or organization(s) for whom you have agreed under written contract or agreement to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived prior to the "accident" or the "loss".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Property Damage to Borrowed Equipment and Tools	$15,000
B.	Construction Project General Aggregate Limit	Included
C.	Limited Job Site Pollution	$100,000
D.	Contractual Liability - Railroads	Included
E.	Extended Property Damage	$25,000 Per Occurrence/ $50,000 Annual Aggregate
F.	Extension of Coverage to Co-Employee	Included

A. PROPERTY DAMAGE TO BORROWED EQUIPMENT AND TOOLS

1. **Section I - Coverages - coverage A Bodily Injury and Property Damage Liability** - Paragraph **2.j.** is amended as follows:

   Paragraphs **2.j.(3)** and **2.j.(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

2. In regards to coverage provided under **A.1.** of this endorsement only, **Section III - Limits of Insurance** is deleted and replaced by the following:

   The most we will pay in any one "occurrence" for "property damage" to borrowed equipment and tools is the amount shown in the Schedule above. This limit of insurance is the most we will pay regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

3. **Deductible**

   In regards to coverage provided under **A.1.** of this endorsement only, the following apply:

   a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of $250 as applicable to "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

   b. The terms of this insurance, including those with respect to our right and duty to defend the insured against any "suits" seeking those damages; and your duties in the event of an "occurrence", claim, or "suit" apply irrespective of the application of the deductible amount.

   c. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken; you shall promptly reimburse us for such part of the deductible amount as we have paid.

B. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMIT

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Coverage A (Section I)**, and for all medical expenses caused by accidents under **Coverage C (Section I)**, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the insured:

   a. A Single Construction Project General Aggregate Limit applies to each construction project away from premises owned by or rented to the insured, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

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b. The Single Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

c. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Single Construction Project General Aggregate Limit for that construction project away from premises owned by or rented to the insured. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Single Construction Project General Aggregate Limit for any other separate construction project away from premises owned by or rented to the insured.

d. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Single Construction Project General Aggregate Limit.

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Coverage A (Section I)**, and for all medical expenses caused by accidents under **Coverage C (Section I)**, which cannot be attributed only to ongoing operations at a single designated construction project away from premises owned by or rented to the insured:

a. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

b. Such payments shall not reduce any Single Construction Project General Aggregate Limit.

3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Single Construction Project General Aggregate Limit.

4. If the applicable construction project away from premises owned by or rented to the insured has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

5. The provisions of **Section III - Limits of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

C. LIMITED JOB SITE POLLUTION

1. Exclusion **f.** under **Section I - Coverages - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) At or from a storage tank or other container, ducts or piping which is below or partially below the surface of the ground or water or which, at any time, has been buried under the surface of the ground or water and then subsequently exposed by erosion, excavation or any other means if the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" arises at or from any premises, site or location which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

Subparagraph **(b)** does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(2) Any loss, cost or expense arising out of any:

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(a) Request, demand, order or statutory or regulatory requirement issued or made pursuant to any environmental protection or environmental liability statutes or regulations that any insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for those sums the insured becomes legally obligated to pay as damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

2. With respect to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

   a. The "Each Occurrence Limit" shown in the Declarations does not apply.

   b. Paragraph **7.** Of **Section III - Limits of Insurance** does not apply.

   c. Paragraph **1.** of **Section III - Limits of Insurance** is replaced by the following:

      The Limits Of Insurance shown in this endorsement, or in the Declarations and the rules below fix the most we will pay regardless of the number of:

      (1) Insureds;

      (2) Claims made or "suits" brought; or

      (3) Persons or organizations making claims or bringing "suits".

   d. The following are added to **Section III - Limits of Insurance:**

      (1) Subject to paragraph **2.** or **3.**, whichever applies, the most we will pay for the sum of:

         (a) Damages under **Coverage A;** and

         (b) Medical expenses under **Coverage C**, if **Coverage C - Medical Payments** is not otherwise excluded from this policy and subject to the Medical Expense Limit shown in the policy;

      because of "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" is $100,000.

D. CONTRACTUAL LIABILITY - RAILROADS

For the purposes of the coverage provided under this endorsement, **Section V - Definitions** is amended as follows:

Definition 9. Insured Contract is amended as follows:

1. Paragraph **9.c.** is deleted in its entirety and replaced with the following:

   Any easement or license agreement;

2. Paragraph **9.f.(1)** is deleted in its entirety.

E. EXTENDED PROPERTY DAMAGE

The following is added to **Section I - Coverages, Coverage A - Bodily Injury and Property Damage Liability**:

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to:

   a. Personal property of others while in the care, custody and control of the insured; or

   b. That particular part of real property on which you or any contractors or subcontractor working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

   For the purposes of the coverage provided by the Extended Property Damage only, Exclusions **j.(4), j.(5)** and **j.(6)** are deleted in their entirety.

2. The amount we will pay for damages under the Extended Property Damage coverage is limited to the Per Occurrence and Annual Aggregate limits shown in the Schedule above.

3. The insurance provided by the Extended Property Damage coverage does not apply to "property damage" included within the "products-completed operations hazard", the "collapse hazard", the "explosion hazard", or the "underground property damage hazard".

4. A deductible of $500 per claim is applicable to the Extended Property Damage coverage. The deductible does not reduce the limit of insurance.

5. For the purposes of the coverage provided under the Extended Property Damage, the following definitions are added to **Section V - Definitions**:

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a. "Collapse hazard" includes structural property damage and any resulting "property damage" to any property at any time.

b. "Explosion hazard" includes "property damage" arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

c. "Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.

d. "Underground property damage" means "property damage" to wires, conduits, pipes, mains, sewers, tanks, tunnels, and similar property, and any apparatus used with them beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving.

F. EXTENSION OF COVERAGE TO CO-EMPLOYEE

Section II - Who is an Insured, paragraph **2.1.(1)** is replaced by the following:

(1) "Bodily injury" or "personal and advertising injury";

(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company);

(b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or

(c) Arising out of his or her providing or failing to provide professional health care services.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT WITH YOU (COMPLETED OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section **II** – Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

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2. **Exclusions**

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

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f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

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(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

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(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

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i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

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COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A.**

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

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2. Each of the following is also an insured:
   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
      (1) "Bodily injury" or "personal and advertising injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
         (d) Arising out of his or her providing or failing to provide professional health care services.
      (2) "Property damage" to property:
         (a) Owned, occupied or used by;
         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

         you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
   b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
   c. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.
   d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C;**
   b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B.**

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3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

   a. Damages under Coverage **A**; and

   b. Medical expenses under Coverage **C**

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

   (1) How, when and where the "occurrence" or offense took place;

   (2) The names and addresses of any injured persons and witnesses; and

   (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

   b. If a claim is made or "suit" is brought against any insured, you must:

   (1) Immediately record the specifics of the claim or "suit" and the date received; and

   (2) Notify us as soon as practicable.

   You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c. You and any other involved insured must:

   (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

   (2) Authorize us to obtain records and other information;

   (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

   (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

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4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

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b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

   b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

   c. All other parts of the world if the injury or damage arises out of:

      (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

      (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

   provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

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9. "Insured contract" means:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

   b. A sidetrack agreement;

   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

   e. An elevator maintenance agreement;

   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

      Paragraph **f.** does not include that part of any contract or agreement:

      (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

      (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

         (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

         (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

      (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

   a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

   b. While it is in or on an aircraft, watercraft or "auto"; or

   c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

   but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

   a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

   b. Vehicles maintained for use solely on or next to premises you own or rent;

   c. Vehicles that travel on crawler treads;

   d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

      (1) Power cranes, shovels, loaders, diggers or drills; or

      (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

   e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

      (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

      (2) Cherry pickers and similar devices used to raise or lower workers;

   f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

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As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
21. "Your product":
    a. Means:
        (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
            (a) You;
            (b) Others trading under your name; or
            (c) A person or organization whose business or assets you have acquired; and
        (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
    b. Includes:
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        (2) The providing of or failure to provide warnings or instructions.
    c. Does not include vending machines or other property rented to or located for the use of others but not sold.
22. "Your work":
    a. Means:
        (1) Work or operations performed by you or on your behalf; and
        (2) Materials, parts or equipment furnished in connection with such work or operations.
    b. Includes:
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
        (2) The providing of or failure to provide warnings or instructions.

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IOWA GOVERNMENTAL IMMUNITY ENDORSEMENT

POLICY NUMBER: CPA3297848

COMMERCIAL GENERAL LIABILITY
CG 79 80 04 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Organization	Mailing Address
City of Anamosa, Iowa	107 S Ford Street Anamosa, IA 52205

3000021S 2499092 074

A. SECTION II — WHO IS AN INSURED is amended to include as an additional insured the organization shown on the Schedule, but only with respect to:

1. Liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured.
2. Liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for the additional insured and included in the "products and completed operations hazard".

B. With respect to insurance provided to the additional insured shown in the Schedule, Paragraph **a.** of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is deleted in its entirety and replaced with the following:

c. Primary and Non-Contributory To Other Insurance

This insurance is primary and will not seek contribution from any other insurance of the additional insured except when Paragraph **b.** of the **Other Insurance** provision applies. This paragraph does not apply to other insurance to which the additional insured organization has been added as an additional insured.

C. Governmental Immunity

With respect to insurance provided to the additional insured shown on the Schedule, the following conditions are added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Non-Waiver of Governmental Immunity

The inclusion of the additional insured shown on the Schedule does not waive any of the defenses of governmental immunity available to the additional insured under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Claims Coverage

The insurance provided by this policy shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Assertion of Governmental Immunity

The additional insured shown on the Schedule shall be responsible for asserting any defense of governmental immunity, may do so at any time and shall do so upon our timely written request. Nothing contained in this endorsement shall prevent us from asserting the defense of governmental immunity on behalf of the additional insured shown on the Schedule.

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Non-Denial of Coverage

We shall not deny coverage under this policy nor shall we deny any of the rights and benefits accruing to the additional insured shown on the Schedule under this policy for reasons of governmental immunity unless a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the additional insured shown on the Schedule.

No Other Change in Policy

We and the additional insured shown on the Schedule agree that the preservation of governmental immunities provided above shall not otherwise change or alter the coverage available under this policy.

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INSURED'S COPY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
CONDOMINIUM DIRECTORS AND OFFICERS LIABILITY
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY
EMPLOYEE BENEFITS LIABILITY
FARM COVERAGE PART
FARM UMBRELLA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRINTERS ERRORS AND OMISSIONS LIABILITY
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

If we cancel this policy, we will give the person or organization shown below the number of days' notice indicated in the Schedule below. Proof of mailing will be sufficient proof of notice.

SCHEDULE

1. **Number of days' notice:**

   (a) Non-payment of premium: 10 days

   (b) Any reason other than non-payment of premium: 30 days.

2. **Name and Address of Person or Organization:**

City of Anamosa, Iowa
107 S Ford Street
Anamosa, IA 52205

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Miscellaneous Additional Insureds	Included
B.	Expected Or Intended Injury Or Damage	Included
C.	Knowledge Of Occurrence	Included
D.	Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)	$300,000
E.	Medical Payments	See Declarations
F.	Mobile Equipment Redefined	Included
G.	Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage	Included
H.	Who Is An Insured – Amendment	Included
I.	Non-Owned Watercraft (Increased to maximum length of less than 51 feet)	Included
J.	Supplementary Payments – Increased Limits **1.** Bail Bonds **2.** Loss Of Earnings	 $ 3,000 $ 1,000
K.	Unintentional Omission Or Unintentional Error In Disclosure	Included
L.	Waiver Of Transfer Of Rights Of Recovery Against Others	Included
M.	Liberalization Clause	Included
N.	Incidental Medical Malpractice	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

A. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Section II – Who Is An Insured** is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(9)** below when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, provided that:

   a. The written contract or written agreement is:

   (1) Currently in effect or becoming effective during the term of this policy; and

   (2) Fully executed by you and the additional insured prior to the "bodily

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injury", "property damage" or "personal and advertising injury".

b. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.

c. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

(1) Persons or Organizations For Whom Operations Are Performed

(a) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured to your policy; and

(b) Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph **(a)** above.

(c) Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(i) Your acts or omissions; or

(ii) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

(d) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(i) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1.1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(1.2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

(ii) "Bodily injury" or "property damage" occurring after:

(1.1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(1.2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

(2) Managers Or Lessors Of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to

you and subject to the following additional exclusions:

This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(3) Mortgagee, Assignee Or Receiver

A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a covered premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(4) Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land.

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(5) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(6) State, Municipality, Governmental Agency Or Subdivision Or Other Political Subdivision – Permits Or Authorizations Relating To Premises

Any state, municipality, governmental agency or subdivision or other political subdivision subject to the following additional provisions:

(a) This insurance applies only with respect to:

(i) The following hazards for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(1.1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(1.2) The construction, erection or removal of elevators; or

(1.3) The ownership, maintenance or use of any elevators covered by this insurance.

(ii) Operations performed by you or on your behalf for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization.

(b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality, governmental agency or subdivision or other political subdivision.

(7) Controlling Interest

Any person(s) or organization(s) with a controlling interest in the Named Insured but only with respect to their liability arising out of:

(a) Their financial control of you; or

(b) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such person(s) or organization(s).

(8) Co-Owner Of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

(9) Vendors

(a) Any person(s) or organization(s) (referred to as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

(i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;

(ii) Any express warranty unauthorized by you;

(iii) Any physical or chemical change in the product made intentionally by the vendor;

(iv) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1.1) The exceptions contained in Sub-paragraphs **(iv)** or **(vi)**; or

(1.2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make

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in the usual course of business, in connection with the distribution or sale of the products.

(b) This insurance does not apply to any insured person or organization, from whom you have acquired products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. With respect to coverage provided by this Provision **A. Miscellaneous Additional Insureds**, the following additional provisions apply:

a. Any insurance provided to an additional insured designated under Paragraphs **A.1.c.(1)** through **A.1.c.(8)** above does not apply:

(1) To "bodily injury" or "property damage" included within the "products-completed operations hazard"; or

(2) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

b. The insurance afforded to such additional insured only applies to the extent permitted by law.

c. The insurance afforded to such additional insured will not be broader than that which you are required to provide by the written contract or written agreement.

3. With respect to the insurance afforded to the additional insureds within this Provision **A. Miscellaneous Additional Insureds**, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement; or

b. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

B. EXPECTED OR INTENDED INJURY OR DAMAGE

Exclusion **2.a. Expected Or Intended Injury** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. KNOWLEDGE OF OCCURRENCE

Paragraph **2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A manager, if you are a limited liability company; or

(4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

(i) How, when and where the "occurrence" or offense took place;

(ii) The names and addresses of any injured persons and witnesses; and

(iii) The nature and location of any injury or damage arising out of the "occurrence" or offense.

D. LEGAL LIABILITY – DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, the last paragraph (after the exclusions) is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

2. The paragraph immediately after Subparagraph **j.(6)** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

   Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance.**

3. Paragraph **6.** of **Section III – Limits Of Insurance** is deleted and replaced by the following:

   6. Subject to Paragraph **5.** above, the greater of:

   a. $300,000; or

   b. The Damage To Premises Rented To You Limit shown in the Declarations,

   is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

   This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, "smoke", leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

4. Subparagraph **b.(1)(a)(ii)** of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

   (ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner;

5. Subparagraph **a.** of Definition **9.** "Insured contract" of **Section V – Definitions** is deleted and replaced by the following:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

6. As used in this Provision **D. Legal Liability – Damage To Premises Rented To You**:

   "Smoke" does not include smoke from agricultural smudging, industrial operations or "hostile fire".

E. MEDICAL PAYMENTS

The Medical Expense Limit is changed, subject to the terms of **Section III – Limits Of Insurance**, to the Medical Expense Limit shown in the Declarations.

F. MOBILE EQUIPMENT REDEFINED

Subparagraph **f.(1)** of Definition **12.** "Mobile equipment" of **Section V – Definitions** is deleted and replaced by the following:

(1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

G. NEWLY FORMED OR ACQUIRED ORGANIZATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY AND EXTENDED PERIOD OF COVERAGE

Paragraph **3.** of **Section II – Who Is An Insured** is deleted and replaced by the following:

3. Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or:

   a. Majority interest of more than 50% if you are a corporation;

   b. Majority interest of more than 50% as a general partner of a newly acquired or formed partnership; and/or

c. Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

(i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;

(ii) **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;

(iii) **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;

(iv) Coverage applies only when operations of the newly acquired organization, partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;

(v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and

(vi) Coverage only applies for those partnerships who have established a date of formation as recorded within a written partnership agreement or partnership certificate.

H. WHO IS AN INSURED – AMENDMENT

The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any:

a. Current partnership or limited liability company, unless otherwise provided for under Paragraph **3.** of **Section II – Who Is An Insured**;

b. Current joint venture; or

c. Past partnership, joint venture or limited liability company;

that is not shown as a Named Insured in the Declarations.

I. NON-OWNED WATERCRAFT

Subparagraph **(2)** of **Exclusion 2.g. Aircraft, Auto Or Watercraft** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge.

J. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Section I – Supplementary Payments – Coverages A And B is changed as follows:

1. The limit shown in Paragraph **1.b.** for the cost of bail bonds is changed from $250 to $3,000; and

2. The limit shown in Paragraph **1.d.** for loss of earnings because of time off from work is changed from $250 a day to $1,000 a day.

K. UNINTENTIONAL OMISSION OR UNINTENTIONAL ERROR IN DISCLOSURE

The following provision is added to Paragraph **6. Representations** of **Section IV – Commercial General Liability Conditions**:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the

person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

M. LIBERALIZATION CLAUSE

The following is added to **Section IV – Commercial General Liability Conditions:**

If we adopt a mandatory attachment form change which broadens coverage under this edition of the Commercial General Liability CG0001 for no additional charge, and those changes are intended to apply to all insureds under this edition of CG0001, that change will automatically apply to your insurance as of the date we implement the change in your state. This liberalization clause does not apply to changes implemented through introduction of a subsequent edition of the Commercial General Liability form CG0001.

N. INCIDENTAL MEDICAL MALPRACTICE

1. Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow Paragraph **4.b.** of **Section IV – Commercial General Liability Conditions**.

IOWA GOVERNMENTAL IMMUNITY ENDORSEMENT

POLICY NUMBER: CPA3297848

COMMERCIAL AUTO
CA 79 17 04 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Name of Additional Insured Organization	Mailing Address
City of Anamosa, Iowa	107 S Ford Street Anamosa, IA 52205

40000FS 2499092 507

A. Paragraph **A.1. WHO IS AN INSURED** of **SECTION II LIABILITY COVERAGE** is amended to include as an additional insured the organization shown on the Schedule, but only with respect to your ownership, maintenance or use of a covered "auto". This coverage shall be excess with respect to the additional insured by its provisions. Any other insurance the additional insured has shall be primary with respect to this insurance, unless this coverage is required to be primary and not contributory in a written contract, agreement or permit as long as the written contract or agreement has been executed or permit issued prior to the "bodily injury" or "property damage" and is permitted by law.

B. **Governmental Immunity**

With respect to insurance provided to the additional insured shown on the Schedule, the following conditions are added to **SECTION IV — BUSINESS AUTO CONDITIONS:**

Non-Waiver of Governmental Immunity

The inclusion of the additional insured shown on the Schedule does not waive any of the defenses of governmental immunity available to the additional insured under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Claims Coverage

The insurance provided by this policy shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Assertion of Governmental Immunity

The additional insured shown on the Schedule shall be responsible for asserting any defense of governmental immunity, may do so at any time and shall do so upon our timely written request. Nothing contained in this endorsement shall prevent us from asserting the defense of governmental immunity on behalf of the additional insured shown on the Schedule.

Non-Denial of Coverage

We shall not deny coverage under this policy nor shall we deny any of the rights and benefits accruing to the additional insured shown on the Schedule under this policy for reasons of governmental immunity unless a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the additional insured shown on the Schedule.

No Other Change in Policy

We and the additional insured shown on the Schedule agree that the preservation of governmental immunities provided above shall not otherwise change or alter the coverage available under this policy.

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INSURED'S COPY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. ○ Specific Waiver
   Name of person or organization

   ⊗ Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium: **$ 0** The premium charge for this endorsement shall be included in the premium developed on payroll in conjunction with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: **$ 50**

   Maximum Premium: **$ 0**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2024 Policy No. SVWCIA3307652024 Endorsement No.
Insured Tschiggfrie Excavating Co. Premium

Insurance Company Countersigned by _____

SILVER OAK CASUALTY, INCORPORATED - 31763

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NOTICE OF CANCELLATION AND NON-RENEWAL TO THIRD PARTY

It is hereby understood and agreed PART SIX: CONDITIONS, Section D, of the policy is amended by adding the following subsection 5:

If we initiate cancellation or non-renewal of the policy, we will notify the person or organization as shown at the contact information in the Schedule below ("Third Party"), as follows:

a. 30 days notice will be given for cancellation.
b. 30 days notice will be given for non-renewal.

If the insured initiates cancellation or non-renewal of this policy, notification will be delivered upon receipt of the cancellation or non-renewal request from the insured.

Notwithstanding the provisions above, in no event will the number of days notice of cancellation or non-renewal to the named insured be fewer than the number of days required by the applicable state workers' compensation law. In no event will fewer days notice be given to the named insured than to the Third Party.

Failure to notify or delay in notifying the Third Party shall impose no liability upon us or our representatives. In no event shall any such notice, delay thereof or failure thereof extend coverage beyond either the cancellation date of the policy or, if non-renewed, the expiration date of the policy.

The policy is a contract between us and the named insured. No rights or remedies are conferred upon any other person by this policy.

SCHEDULE

Name of Person or Organization	Contact Information	Email address
City of Anamosa,Iowa	107 S Ford Street Anamosa, IA 52205	hjindrich@hrgreen.com

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2024 Policy No. SVWCIA3307652024 Endorsement No.

Insured Tschiggfrie Excavating Co.

Insurance Company SILVER OAK CASUALTY, INCORPORATED - 31763

Countersigned by _____

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section **IV** – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

SECTION I – COVERAGES

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

(1) The amount we will pay for "ultimate net loss" is limited as described in Section **II** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.

b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".

c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

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d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

(1) First-party physical damage coverage;

(2) No-fault coverage;

(3) Personal injury protection or auto medical payments coverage; or

(4) Uninsured or underinsured motorists coverage.

c. Pollution

(1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or suits brought, or number of vehicles involved;

c. Persons or organizations making claims or bringing suits; or

d. Limits available under any "controlling underlying insurance".

2. The Limits of Insurance of this Coverage Part will apply as follows:

a. This insurance only applies in excess of the "retained limit".

b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part.

However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".

c. Subject to Paragraph **2.b.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".

d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

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3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limit of this Coverage Part applies separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III – CONDITIONS

The following conditions apply. In addition, the conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. **Appeals**

   If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section **II** – Limits Of Insurance.

2. **Bankruptcy**

   a. **Bankruptcy Of Insured**

      Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

   b. **Bankruptcy Of Controlling Underlying Insurer**

      Bankruptcy or insolvency of the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part.

   However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

3. **Duties In The Event Of An Event, Claim Or Suit**

   a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

      (1) How, when and where the "event" took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any "injury or damage" arising out of the "event".

   b. If a claim is made or suit is brought against any insured, you must:

      (1) Immediately record the specifics of the claim or suit and the date received; and

      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or suit as soon as practicable.

   c. You and any other insured involved must:

      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and

      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. **First Named Insured Duties**

   The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

5. Cancellation

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

6. Changes

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

7. Maintenance Of/Changes To Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

8. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

9. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

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10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and

b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

11. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "controlling underlying insurer" and the claimant or the claimant's legal representative.

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION IV – DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".

2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".

3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.

4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".

5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.

6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:

a. Settlements, judgments, binding arbitration; or

b. Other binding alternate dispute resolution proceeding entered into with our consent.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

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EXCESS (FOLLOWING FORM) LIABILITY INSURANCE

THIS POLICY PROVIDES FOLLOWING FORM COVERAGE AND WILL BE CLAIMS-MADE WHEN FOLLOWING CLAIMS-MADE "CONTROLLING UNDERLYING INSURANCE". PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this insurance restrict coverage. Read the entire contract carefully to determine rights, duties and what is and is not covered.

Throughout this insurance the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V –** Definitions.

SECTION I – EXCESS (FOLLOWING FORM) LIABILITY COVERAGE

1. INSURING AGREEMENT

a. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which this insurance applies, provided that the "controlling underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", this insurance does not apply to damages that are in excess of that sublimit unless such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations.

b. This insurance is subject to:

(1) The same terms, conditions, agreements, exclusions and definitions as the "controlling underlying insurance", except with respect to any provisions to the contrary contained in this insurance; and

(2) Any additional exclusions not contained in the "controlling underlying insurance" that are contained in any other "underlying insurance".

c. For the purposes of Paragraph **a.** above, the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations can only be reduced or exhausted by the following payments:

(1) Payments of judgments or settlements for damages that are covered by such "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess (Following Form) Liability Insurance Policy, none of such payments can be for damages that would not be covered by this Excess (Following Form) Liability Insurance Policy because of its different policy period; or

(2) "Medical expenses" incurred for bodily injury caused by an accident that takes place during the policy period of this Excess (Following Form) Liability Insurance Policy.

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations are reduced or exhausted by other payments, this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been reduced or exhausted by such other payments.

2. DEFENSE OF CLAIMS OR SUITS

a. We will have no duty to defend any claim or "suit" regardless of whether the claim or "suit" is for damages to which this insurance applies.

b. We will have the right but not the duty to associate in the investigation, settlement or defense of any claims or "suits" for damages to which this insurance is likely to apply.

c. We may investigate and settle any claim or "suit" at our discretion.

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d. We will pay, with respect to any claim or "suit" for which we associate in the defense of the claim or "suit" or for which we pay our part of a judgment:

(1) All expenses we incur.

(2) The cost of appeal bonds and bonds to release attachments, but only for bond amounts within the "applicable limit of insurance". We do not have to furnish these bonds.

(3) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the "applicable limit of insurance", we will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the "applicable limit of insurance".

3. EXCLUSIONS

In addition to the exclusions contained in any "underlying insurance", the following exclusions apply to this insurance:

a. Asbestos

(1) Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.

(2) Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that is part of any claim or "suit" which also alleges any damages described in Paragraph **(1)** of this exclusion.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or "suit" by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

b. Employment-Related Practices

Damages because of injury to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraph **(1) (a)**, **(b)** or **(c)** of this exclusion.

This exclusion applies:

(1) Whether the insured may be held liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

c. ERISA, COBRA and Similar Laws

Any obligation of the insured under:

(1) The Employees Retirement Income Security Act Of 1974 (ERISA);

(2) The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA); or

(3) Any similar common or statutory law of any jurisdiction;

including any amendments to such laws.

d. War

Damages arising out of:

(1) War, including undeclared or civil war; or

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(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

SECTION II– WHO IS AN INSURED

Any person or organization qualifying as an insured under the "controlling underlying insurance" is an insured under this policy.

If you have agreed to provide insurance for that person or organization in a written contract or agreement:

1. The limits of insurance afforded to such person or organization will be:

a. The amount by which the minimum limits of insurance you agreed to provide such person or organization in such written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or

b. The Limits of Insurance of this policy shown in the Declarations;

whichever is less; and

2. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in such written contract or agreement are wholly within the total limits of insurance of all applicable "underlying insurance".

SECTION III– LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for all damages covered under this policy, except:

a. Damages because of injury or damage included in the "auto hazard"; or

b. Damages because of injury or damage for which insurance is provided under any Aircraft Liability coverage included as "controlling underlying insurance" to which no aggregate limit applies.

If a policy of "underlying insurance" that is immediately underlying this policy applies a separate products-completed operations aggregate limit in that same policy, a separate Aggregate Limit will apply to all damages covered under this policy that would have been subject to such products-completed operations aggregate limit in that policy of "underlying insurance".

3. Subject to Paragraph **2.** above, the Occurrence Limit is the most we will pay for all damages covered under this policy arising out of any one "event" to which the applicable "controlling underlying insurance" applies a limit of insurance that is separate from the aggregate limit of insurance under that insurance.

4. The limits of this insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months. The policy period begins with the effective date shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period.

SECTION IV – CONDITIONS

1. APPEALS

a. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit", we may do so.

b. If we appeal such a judgment, we will pay all costs of the appeal. These sums are in addition to the "applicable limit of insurance". In no event will our liability exceed the "applicable limit of insurance".

2. BANKRUPTCY

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.

In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" not become bankrupt or insolvent.

3. CANCELLATION

a. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.

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b. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this insurance is cancelled, we will send such first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this insurance.

5. DUTIES REGARDING AN EVENT, CLAIM OR SUIT

a. You must see to it that we are notified promptly of an "event" which may result in a claim under this insurance. Notice should include:

(1) How, when and where the "event" took place; and

(2) The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses.

b. If a claim is made or "suit" is brought against any insured which may result in a claim against this insurance, you must see to it that we receive prompt written notice of the claim or "suit".

c. The insured must:

(1) Cooperate with the "underlying insurers";

(2) Comply with the terms of the "controlling underlying insurance"; and

(3) Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under this policy or any policy of "underlying insurance".

d. If we associate in the investigation, settlement or defense of any claim or "suit", the insured must cooperate with us.

6. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

a. At any time during the policy period;

b. Up to three years after the end of the policy period; and

c. Within one year after final settlement of all claims under this insurance.

7. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

8. LEGAL ACTION AGAINST US

No person or organization has a right under this insurance:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

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a. Are not payable under the terms of this insurance; or

b. Are in excess of the "applicable limit of insurance".

An agreed settlement means a settlement and release of liability signed by us, by the insured and by the claimant or the claimant's legal representative.

9. MAINTENANCE OF UNDERLYING INSURANCE

The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess (Following Form) Liability Insurance Policy. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in paragraph **1.c.** of Section **I –** Excess Liability Coverage. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

The first Named Insured shown in the Declarations must give us a written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of your "underlying insurance", this insurance is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

10. OTHER INSURANCE

This insurance is excess over any valid and collectible other insurance whether such other insurance is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance or as quota share with this insurance.

As used anywhere in this policy, other insurance:

a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:

(1) Another insurance company;

(2) Us or any of our affiliated insurance companies;

(3) Any risk retention group;

(4) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance; or

(5) Any similar risk transfer or risk management method.

b. Does not include any "underlying insurance".

11. OUR RIGHT TO RECOVER FROM OTHERS

If we make a payment under this insurance, the insured will assist us and the "underlying insurer" in recovering what we paid by using the insured's rights of recovery. Reimbursement will be made in the following order:

a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance";

b. Next, to us; and

c. Then, to any person or organization (including the insured and the "underlying insurer") that is entitled to claim the remainder, if any.

Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

12. PREMIUM

a. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.

b. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph d. below.

c. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.

d. Additional premium may become payable when coverage is provided for additional insureds under the provisions of Section **II –** Who Is An Insured.

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13. PREMIUM AUDIT

If this policy is auditable:

a. The first Named Insured shown in the Declarations must keep records of the information we need for premium computation, and send us copies at such times as we may request.

b. At the close of each audit period, we will compute the earned premium for that period.

c. Audit premiums are due and payable on notice to such first Named Insured.

d. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to such first Named Insured, subject to the Minimum Premium.

14. REPRESENTATIONS

By accepting this insurance, you agree:

a. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this insurance in reliance upon your representations.

15. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

16. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

17. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

a. The insured's liability is established by:

(1) A court decision; or

(2) A written agreement between the claimant, the insured, any "underlying insurer" and us; and

b. The amount of the "applicable underlying limit" is paid by or on behalf of the insured .

18. WHEN WE ARE PROHIBITED FROM PAYING DAM AGES ON BEHALF OF AN INSURED

If the laws or regulations of a country or jurisdiction prohibit us from paying, on behalf of an insured, amounts that the insured is legally obligated to pay as damages to which this insurance applies, the insured may pay such damages with our consent.

If the insured gives us proof of such payments, we will repay the insured for such damages. But we will only repay the insured for such damages until we have used up the "applicable limit of insurance" in the payment of judgments or settlements.

19. WHEN WE ARE PROHIBITED FROM PAYING OTHER EXPENSES ON BEHALF OF AN INSURED

If the laws or regulations of a country or jurisdiction prohibit us from paying expenses described in Paragraph **2.d.** of Section **I –** Excess Liability Coverage on behalf of an insured, we will repay the insured for such expenses that the insured incurs with our consent.

20. CURRENCY

Payments for damages or expenses described in Paragraph **2.d.** of Section **I** – Excess Liability Coverage will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately proceeding the date the payment is processed.

SECTION V – DEFINITIONS

1. "Applicable limit of insurance" means the maximum amount we will pay as damages in accordance with Section **III –** Limits Of Insurance.

2. "Applicable underlying limit" means the sum of:

a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations less the amount by which

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that limit has been reduced solely by payments as permitted in paragraph **1.c.** of Section **I** – Excess Liability Coverage; and

b. The applicable limit of insurance of any other insurance that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

a. The "underlying insurer" claims the insured failed to comply with any condition of the policy; or

b. The "underlying insurer" becomes bankrupt or insolvent.

3. "Auto hazard" means all bodily injury and property damage for which liability insurance is afforded under the terms, other than limits of insurance, of the auto policy of "controlling underlying insurance".

4. "Controlling underlying insurance":

a. Means the policy or policies of insurance listed in the Schedule Of Controlling Underlying Insurance in the Declarations.

b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess (Following Form) Liability Insurance Policy.

c. Does not include any part of the policy period of any of the policies de scribed in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess (Following Form) Liability Insurance Policy.

5. "Event" means an occurrence, offense, accident, act, error or omission or other unit.

6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.

7. "Suit" means a civil proceeding. "Suit" includes:

a. An arbitration proceeding which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

8. "Underlying insurance":

a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations.

b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess (Following Form) Liability Insurance Policy.

c. Does not include any part of the policy period of any of the policies de scribed in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess (Following Form) Liability Insurance Policy.

9. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations.

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Policy No.: CPA 3297848 - 21

1. SELF-INSURED RETENTION: $ NONE

2. SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

Employers' Liability
Company: American Interstate Insurance Co
Policy Number: 1094053
Policy Period: 10/01/2024 - 10/01/2025
Limits of Insurance:

Bodily injury by accident	$ 500,000	Each Accident
Bodily injury by disease	$ 500,000	Each Employee
Bodily injury by disease	$ 500,000	Policy Limit

Commercial General Liability
Company: Union Insurance Company
Policy Number: 3297848
Policy Period: 10/01/2024 - 10/01/2025
Limits of Insurance:

Each Occurrence	$ 1,000,000
Personal and Advertising Injury Limit	$ 1,000,000
General Aggregate	$ 2,000,000
Products-Completed Operations Aggregate	$ 2,000,000

Commercial Auto Liability
Company: Union Insurance Company
Policy Number: 3297848
Policy Period: 10/01/2024 - 10/01/2025
Limits of Insurance:

Covered Auto Liability - Each Accident	$ 1,000,000
Hired Auto	$ 1,000,000
Non-Owned Auto	$ 1,000,000

Employee Benefits Liability
Company: Union Insurance Company
Policy Number: 3297848
Policy Period: 10/01/2024 - 10/01/2025
Limits of Insurance:

Each Employee:	$ 2,000,000
Aggregate:	$ 2,000,000

Retroactive Date: 10/01/2000

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NOTICE TO PROCEED

TO: Tschiggfrie Excavating Co.
425 Julien Dubuque Drive
Dubuque, IA 52003

DATE: July 14, 2025

Sanitary Sewer Replacement
Alley Between Ford Street and N. Huber Street
City of Anamosa, Iowa
107 S. Ford Street
Anamosa, Iowa 52205

You are hereby notified to commence WORK in accordance with the Agreement dated July 14, 2025, on or after July 14, 2025. The date of completion of all WORK is March 31, 2026.

City of Anamosa, Iowa

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

Tschiggfrie Excavating Co., this the _____ day of _____, 2025.

By _____
Erin Rogers

NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS
Date of Publication: *June 19, 2025*

City of Anamosa, Iowa
107 South Ford St.
Anamosa, Iowa 52205
319-462-6055

Request for Release of Funds

On or after June 27, 2025 the City of Anamosa will submit a request to the State of Iowa, Iowa Economic Development Authority for the release of Community Development Block Grant funds under Title 1 of the HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 as amended (P.L. 97-35), to undertake the following project:

Project Title: *Anamosa DTR*

Purpose: *Rehabilitation of twelve building facades in downtown Anamosa.*

Location: *Main Street, City of Anamosa*

Estimated Cost: *$650,000.00 estimated HUD funding and $1,767,039 total project cost.*

The activities proposed are categorically excluded under HUD regulations at 24 CFR Part 58 from National Environmental Policy Act (NEPA) An Environmental Review Record (ERR) that documents the environmental determinations for this project is on file at Anamosa City Hall, 107 South Ford St., Anamosa, IA 52205 and may be examined or copied weekdays 8 A.M to 4:30 P.M.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the City of Anamosa. All comments received by June 27, 2025, will be considered by the City of Anamosa prior to authorizing submission of a request for release of funds.

RELEASE OF FUNDS

The City of Anamosa certifies to the Iowa Economic Development Authority that Rod Smith, in his capacity as Mayor, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. The Iowa Economic Development Authority approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the City of Anamosa to use HUD program funds.

OBJECTIONS TO RELEASE OF FUNDS

The Iowa Economic Development Authority will accept objections to its release of funds and the City of Anamosa's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City of Anamosa; (b) the City of Anamosa has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by the Iowa Economic Development Authority; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to Iowa Economic Development Authority at 1963 Bell Avenue, suite 200, Des Moines, IA 50315. Potential objectors should contact the Iowa Economic Development Authority to verify the actual last day of the objection period.

_____

Rod Smith, Mayor

Ascendance Trucks Eastern Iowa, LLC
3665 W 83rd St
Davenport, IA 52806
P: P: (800) 728-6699
F:

BILL TO
ANAMOSA, CITY OF
107 SOUTH FORD STREET
ANAMOSA, IA 52205
P: (319) 462-6055
F: (319) 462-6081

DELIVER TO
ANAMOSA, CITY OF
107 SOUTH FORD STREET
ANAMOSA, IA 52205
P: (319) 462-6055
F: (319) 462-6081

SALES QUOTE: VA353000002

PRINT DATE	ORDER STATUS	DELIVERY DATE	INVOICE DATE	SALESPERSON	CUSTOMER PO#
2/20/2025	QUOTE	2/20/2025		J.KAYSER	

NEW

YR - MAKE - MODEL	SERIAL NUMBER / ITEM DESCRIPTION	UNIT#: 1650655	PRICE
2026 - INTERNATIONAL - HV507	1HTEDTAR9TS601301		
	Vehicle - Price		114,492.00
		Total Price	114,492.00

SALES PRICE		$114,492.00
TAX	+	$0.00
TOTAL PRICE	=	$114,492.00
LESS TRADE IN	-	$0.00
LESS DOWNPAYMENT	-	$0.00
UNPAID BALANCE	=	**$114,492.00**

x
Buyer Signature

Date

x
Seller Signature

Date

Please Remit Payment To:
Ascendance Trucks Eastern Iowa, LLC
3665 W 83rd St
Davenport, IA 52806

ANAMOSA
PARKS & RECREATION

600 E Main Street
Anamosa, IA

319-330-0163
cale.yoder@anamosa-ia.org
www.anamosa-iowa.org

Jeremiah,

The Park Board has recommended to move forward with Primus Companies for the Lawrence Community Center Front Entrance Project. The board has also unanimously approved the transfer of $66,100 from the Lawrence Fund for this project.

Cale Yoder

Director
Anamosa Parks and Recreation

Corporate Office - West:
401 8th Avenue SE
Cedar Rapids, IA 52403
Telephone: 319.393.4831
Facsimile: 319.393.0324

Corporate Office – East:
480 Duke Drive, Suite 100
Franklin, TN 37067

Regional Locations:
Columbus, OH

Cincinnati, OH

Des Moines, IA

Kansas City, MO

Minneapolis, MN

Omaha, NE

Architectural Design

Real Estate Development

Interior Design

Construction

SPECIFICATIONS AND PRICING PROPOSAL FOR

Anamosa Laurence Community Center Entrance Project 600 E Main St Anamosa, IA 52205

June 19, 2025

The following proposal outlines the scope of work for the Anamosa Laurence Community Center Entrance Remodel Project.

DIVISION 1 – GENERAL CONDITIONS:

- Project management
- Project supervision
- Building permit
- Builder's risk insurance
- Contractors Liability insurance
- Dumpster usage and landfill fees
- Rubbish and janitorial clean-up
- Final clean-up before occupancy
- Equipment rental

DIVISION 6 – CARPENTRY AND MILLWORK:

- Add wood framing to interior entrance for future aluminum storefront

DIVISION 8 – DOORS, WINDOWS, HARDWARE, & GLASS:

- Demo existing hollow metal (interior) entrance and storefront (exterior) entrance
- Materials and labor to install (2) Kawneer 451T Thermal Frames with Transoms and Kawneer 350 Medium Stile Double Doors. Dark Bronze Finish
  - (1) leaf will include a Assa Abloy SW100 Auto Operator with on/off/hold open rocker switch, BEA Stainless steel actuators, BEA Wireless receiver and transmitter, Bollard Post for Transmitter, EPT and Power Supply
  - (3) Exterior leafs will include LCN 1461 Door closures, Butt Hinges, Concealed Vertical Rod Panic Devices, Pull Handles, Door Sweeps and Thresholds
- Materials and labor to install (2) Kawneer 450 Frames with Transoms and Kawneer 350 Medium Stile Double Doors. Dark Bronze Finish
  - (1) Interior doors will include a Assa Abloy SW100 Auto Operator with on/off/hold open rocker switch, BEA Stainless steel actuators, BEA Wireless receiver and transmitter and Power Supply
  - (3) Interior doors will include LCN 1461 Door closures, Butt Hinges, Pull Handles

DIVISION 8 – DOORS, WINDOWS, HARDWARE, & GLASS (cont.):

- Materials and Labor for installing 1" OA Clear Low E (Hardcoat) over Clear Insulated Glass Units (Annealed or Tempered where required) for exterior storefront and ¼" Clear Tempered glazing for interior storefront.
- Furnish and install (1) MLRK and (1) EMT per leaf for Auto operator

DIVISION 9 – FINISHES:

- Repair drywall damage caused by demolition of entrances.
- Paint vestibule and walls adjoining Interior entrance in lobby, remaining lobby walls will remain unpainted. Color to match existing, unless otherwise directed.

DIVISION 26 – ELECTRICAL:

- Provide a new electrical circuit from the electrical panel located in the mechanical room to the front entry,
- Feed power to (2) new auto door openers installed by others
- Install wiring from the auto opener to (3) door open push buttons
- Install a concrete footing and steel bollard outside to mount a battery operated push button
- Materials and labor to install a security card reader for main entrance.
    - Install a ZKaccess access control system on 1 door.
    - Install access control cabling.
    - Install an electric strike and request to exit button.
    - Install pathway for the access control cabling, request to exit button, and electric strike.
    - Install the access control head end equipment and program the system.
    - Install power for the headend equipment.
    - Provide training on the new access control system.

DIVISION 17 – EXCLUSIONS:

- No utilities included during construction (paid for by owner)
- Exterior site work (asphalt, concrete, landscaping)
- Any tuck pointing or major repairs of existing limestone
- Structural improvements
- Carpet, tile, casework or other finishes
- Mechanical or Plumbing work

DIVISION 18 – BASE PRICE AND ADDITIONAL ITEMS:

BASE PRICE: The total base price for the new Storefront and Interior Vestibule Storefront for Anamosa Laurence Community Center including all labor, materials, freight, fees, & insurance is $66,092.34 (sixty-six thousand and ninety-two dollars and thirty-four cents)
Project is TAX EXEMPT.

CHANGES IN WORK:

Any changes in the amount and/or types of materials requested by Client during the course of the work shall be executed with a written and signed Change Order. The Change Order sum will be calculated using the subcontractor(s) and/or supplier(s) price plus fifteen percent (15%). The process will be as follows:

1. Client submits a request for a change to Primus Companies.
2. Primus Companies will determine which subcontractor(s) and/or supplier(s) is/are involved, code implications, and required details.
3. Primus Companies will then submit the requested change(s) to the appropriate subcontractor(s) and/or supplier(s).
4. The subcontractor(s) and/or supplier(s) will calculate the cost of the requested change(s) and submit the price to Primus Companies
5. Primus Companies will prepare the Change Order form inclusive of all costs and schedule implications and submit Change Order to the Client for approval. Work will begin once the signed Change Order is returned to Primus Companies.
6. In instances where Client desires a Change be made quickly, Client may authorize Primus Companies to proceed with a Change Order prior to Primus Companies determining the final cost of such a Change via written notice. Client shall then sign the formal Change Order document once final price for Change is determined

PAYMENT TERMS:

Primus Companies will invoice Anamosa Laurence Community Center for monthly progress payments for materials stored on-site and work completed. Each payment is due ten (10) days from the date of the invoice for ninety-five percent (95%) of the total amount due. The five percent (5%) retainage is due at the time of the final payment ten (10) days after the substantial completion of the work as outlined in the Construction Agreement.

BUILDING MATERIALS:

Due to the influx of pricing in building materials due to tariffs and inflation, Primus subcontractors can only hold pricing for 10 days from the date on this proposal. Once contract is signed, we will lock in pricing to the best of our ability. Any cost changes mandated from suppliers and manufacturers will be passed back to the owner as a change order.

The Contractor shall correct any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one (1) year from the date of possession or within such longer time as may be prescribed by the Contract Documents.

Thank you for the privilege of working with you on this project.

Regards,

Lisa Long
Primus Companies, Inc.

By: _____ Date: _____

Printed Name: _____

By: _____ Date: _____

Printed Name: _____

Lawrence Fund Maintenance & Investment Guidelines

Purpose:

The Lawrence Fund is a dedicated maintenance reserve established to support the long-term upkeep of the Lawrence Community Center. Its primary purpose is to ensure the facility remains safe, accessible, and functional for the community.

Fund Structure:

Principal Preservation: A minimum of $500,000 must be maintained as the fund's principal. This amount is to remain intact and should not be expended under any circumstance.

Diversified Investment Strategy: The $500,000 principal may be distributed across multiple accounts or financial institutions to maximize return and maintain full FDIC coverage or equivalent protections. The total value across all accounts must not fall below $500,000.

Interest Utilization: Only the interest income or gains earned from the $500,000 principal may be used for eligible projects. Principal funds are to be reinvested or held but never spent.

Fund Management and Oversight:

Governance: The fund shall be managed under the oversight of the Park Board, with regular reviews to ensure compliance with these guidelines.

Reporting: An annual report detailing fund performance, interest earned, and expenditures shall be prepared and presented to the Park Board and made available to the public.

Signature: _____ Date: _____

(Heath Engelbart, Park Board President)

Signature: _____ Date: _____

(Cale Yoder, Park and Recreation Director)

Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
319-841-4000

Jeremiah Hoyt
City of Anamosa, IA
1124 N. Williams
Anamosa, IA 52205-1841

June 24, 2025
Project No: 191791
Invoice No: 189294

Invoice Total: $6,309.50

Project 191791 Anamosa, IA - GIS Services

Email invoices to: Jeremiah.Hoyt@anamosa-ia.org

Water = robert.young@anamosa-ia.org
Wastewater Department=steve.agnitsch@anamosa-ia.org
Streets Department= shane.brown@anamosa-ia.org

Professional Services Through June 20, 2025

Phase 2022 GIS Services Annual Renewal

Task 09 Cemetary Project Phase 3

Professional Personnel

	Hours	Amount	
Senior Technician	1.50	210.00	
Totals	1.50	210.00	
Total Labor			**210.00**

Unit Charges

Technology & Communication Charge	9.00	
Total Unit Charges	**9.00**	**9.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	219.00	57,372.50	57,591.50
Limit			59,000.00
Remaining			1,408.50

Total this Task $219.00

Total this Phase $219.00

Phase 2025 2025 GIS Services Annual Renewal

Task 01 AGOL Admin: GIS System Updates & Maintenance

Fee

Total Fee	6,000.00			
Percent Complete	100.00	Total Earned	6,000.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	6,000.00	
		Total Fee		**6,000.00**

Total this Task $6,000.00

Task 05 Planning & Zoning - Supplemental Services and Support

Payment is due within 30 days unless prior arrangements are made. Interest of 1.5% per month will be levied on overdue balances.

Project	191791	Anamosa, IA - GIS Services	Invoice	189294

Professional Personnel

	Hours	Amount	
Senior Technician	.50	87.50	
Totals	.50	87.50	
Total Labor			**87.50**

Unit Charges

Technology & Communication Charge		3.00	
Total Unit Charges		**3.00**	**3.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	90.50	0.00	90.50
Limit			2,000.00
Remaining			1,909.50

Total this Task	**$90.50**
Total this Phase	**$6,090.50**
Total this Invoice	**$6,309.50**

Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
319-841-4000

Jeremiah Hoyt
City of Anamosa, IA
107 S Ford Street
Anamosa, IA 52205-1841

June 27, 2025
Project No: 220501
Invoice No: 189615

Invoice Total: $1,459.00

Project 220501 Anamosa, IA - Sidewalk Program
Anamosa - 2022 Sidewalk Program, includes Amendment 1

Services provided this month include:

1. Preparation for and attendance at the June 17, 2025 City Council Meeting.
2. Coordination with Tiger Eye and GIS.for Amendment 1

Send Invoice to Jeremiah Hoyt at jeremiah.hoyt@anamosa-ia.org and copy Kaylee Palmer at kaylee.palmer@anamosa-ia.org

Professional Services Through June 20, 2025

Phase 1 Program Management and Administration

Professional Personnel

	Hours	Amount	
Principal	.25	71.00	
Professional	3.50	728.00	
Junior Professional	.25	36.00	
Totals	4.00	835.00	
Total Labor			**835.00**

Unit Charges

Technology & Communication Charge		24.00	
Total Unit Charges		**24.00**	**24.00**
	Total this Phase		**$859.00**

Phase 3 Implementation Plan

Professional Personnel

	Hours	Amount	
Junior Professional	4.00	576.00	
Totals	4.00	576.00	
Total Labor			**576.00**

Unit Charges

Technology & Communication Charge		24.00	
Total Unit Charges		**24.00**	**24.00**
	Total this Phase		**$600.00**

Payment is due within 30 days unless prior arrangements are made. Interest of 1.5% per month will be levied on overdue balances.

Project	220501	Anamosa, IA - Sidewalk Program			Invoice	189615

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	1,459.00	16,706.50	18,165.50
Limit			48,800.00
Remaining			30,634.50

Total this Invoice **$1,459.00**

Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
319-841-4000

Jeremiah Hoyt
City of Anamosa, IA
107 S Ford Street
Anamosa, IA 52205-1841

June 27, 2025
Project No: 2303719-0000
Invoice No: 189616

Invoice Total: $2,755.00

Project 2303719-0000 Anamosa, IA - Dillion Military Bridge - Ownership & Funding Alternatives Study

Anamosa, IA Dillion Military (Cemetery) Road Bridge
Inspection and Relocation Concept Analysis

Services provided this month include:
1. Preparation for and attendance at the joint City Council / Jones County Board of Supervisors Meeting on June 16
2. Funding & next steps, research of the Ely Stone Bridge, the Hale Bridge & Central Park Fremont Bridge
3. Revise / Clarify cost summaries for all bridge options - Rehabilitation, Relocation, Demolition & new Pedestrian Bridge

Send Invoice to Jeremiah Hoyt at jeremiah.hoyt@anamosa-ia.org and copy Kaylee Palmer at kaylee.palmer@anamosa-ia.org

Professional Services Through June 20, 2025

Phase A Project Management

Professional Personnel

	Hours	Amount	
Professional	1.00	245.00	
Junior Professional	6.00	864.00	
Totals	7.00	1,109.00	
Total Labor			**1,109.00**

Unit Charges

Technology & Communication Charge		42.00	
Total Unit Charges		**42.00**	**42.00**
	Total this Phase		**$1,151.00**

Phase B Bridge Analysis

Professional Personnel

	Hours	Amount	
Professional	2.75	687.50	
Totals	2.75	687.50	
Total Labor			**687.50**

Unit Charges

Technology & Communication Charge		16.50	
Total Unit Charges		**16.50**	**16.50**
	Total this Phase		**$704.00**

Phase C Concept Design Phase

Project	2303719-0000	Anamosa, IA - Military Bridge - Funding	Invoice	189616

Professional Personnel

	Hours	Amount	
Junior Professional	6.00	864.00	
Totals	6.00	864.00	
Total Labor			**864.00**

Unit Charges

Technology & Communication Charge		36.00	
Total Unit Charges		**36.00**	**36.00**
	Total this Phase		**$900.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	2,755.00	56,706.74	59,461.74	
Limit			81,354.90	
Remaining			21,893.16	
		Total this Invoice		**$2,755.00**

Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
319-841-4000

Jeremiah Hoyt
City of Anamosa, IA
107 S Ford Street
Anamosa, IA 52205-1841

June 27, 2025
Project No: 2303835-0000
Invoice No: 189617

Invoice Total: $2,382.00

Project 2303835-0000 Anamosa, IA - Engineering Services Master Service Agreement
Master Agreement for Municipal Engineering Services

Services provided this month include:

1. PREPARATION FOR AND ATTENDANCE AT THE JUNE 17 CITY COUNCIL MEETING
2. PROJECT STATUS REPORT
3. AQUATIC CENTER DISCUSSION WITH THE CITY & FOLLOW UP WITH HR GREEN STAFF & RESEARCH LOCAL AQUATIC CENTER CONSULTANTS
4. JONES COUNTY PUBLIC SAFTEY STORAGE PROJECT SITE PLAN & PLAT REVIEW, COORDINATION WITH SNYDER.
5. WWTP INFLUENT LOADING EXCEEDANCE ASSISTANCE

Send Invoice to Jeremiah Hoyt at jeremiah.hoyt@anamosa-ia.org and copy Kaylee Palmer at kaylee.palmer@anamosa-ia.org

Professional Services Through June 20, 2025

Phase 1000 Professional Services

Professional Personnel

	Hours	Amount	
Junior Professional	8.75	1,260.00	
Totals	8.75	1,260.00	
Total Labor			**1,260.00**

Unit Charges

Technology & Communication Charge		52.50	
Total Unit Charges		**52.50**	**52.50**
	Total this Phase		**$1,312.50**

Phase 2000 2025 DNR Sanitary Survey

Professional Personnel

	Hours	Amount	
Professional	3.00	600.00	
Operators/Interns	5.25	420.00	
Totals	8.25	1,020.00	
Total Labor			**1,020.00**

Unit Charges

Technology & Communication Charge		49.50	
Total Unit Charges		**49.50**	**49.50**
	Total this Phase		**$1,069.50**

Payment is due within 30 days unless prior arrangements are made. Interest of 1.5% per month will be levied on overdue balances.

Project	2303835-0000	Anamosa, IA - Engineering Services (MSA)	Invoice	189617

Total this Invoice **$2,382.00**

Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
319-841-4000

Jeremiah Hoyt
City of Anamosa, IA
107 S Ford Street
Anamosa, IA 52205-1841

June 27, 2025
Project No: 2403650-0000
Invoice No: 189618

Invoice Total: $6,440.00

Project 2403650-0000 Anamosa, IA - 3rd Street Sidewalk Extension Final Design & Construction Administration

Project: 3rd Street Sidewalk Extension
Final Design & Construction Administration

Services provided this month include:
1. PROJECT MANAGEMENT
2. QUANTITY ESTIMATES & TABULATIONS
3. NEPA & 4(f) FORM COORDINATION WITH THE DOT OFFICE OF LOCATION AND ENVIRONMENT, CONCEPT STATEMENT REVISIONS
4. TRAFFIC SIGNAL DESIGN
5. ADDRESS PRELIMINARY PLAN COMMENTS FROM THE IOWA DOT
6. PRELIMINARY PLAN MARKUP & REVIEW TO ADDRESS CHECK PLAN REQUIRMENTS

Send Invoice to Jeremiah Hoyt at jeremiah.hoyt@anamosa-ia.org and copy Kaylee Palmer at kaylee.palmer@anamosa-ia.org

Professional Services Through June 20, 2025

Phase A Project Management & Administration

Professional Personnel

	Hours	Amount	
Junior Professional	.25	36.00	
Totals	.25	36.00	
Total Labor			**36.00**

Unit Charges

Technology & Communication Charge	1.50	
Total Unit Charges	**1.50**	**1.50**
Total this Phase		**$37.50**

Phase F Final Design - Check (90%) & Final Plan (100%) Preparation

Professional Personnel

	Hours	Amount	
Junior Professional	28.75	4,212.00	
Technician	1.00	125.00	
Operators/Interns	17.00	1,785.00	
Totals	46.75	6,122.00	
Total Labor			**6,122.00**

Unit Charges

Technology & Communication Charge	280.50	
Total Unit Charges	**280.50**	**280.50**

Payment is due within 30 days unless prior arrangements are made. Interest of 1.5% per month will be levied on overdue balances.

Project	2403650-0000	Anamosa, IA - 3rd St Final Design & CA	Invoice	189618

Total this Phase **$6,402.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	6,440.00	69,512.21	75,952.21
Limit			248,145.00
Remaining			172,192.79

Total this Invoice **$6,440.00**

MARTIN GARDNER ARCHITECTURE

City of Anamosa
107 South Ford Street
Anamosa, IA 52205

July 07, 2025
Project No: 2400220
Invoice No: 2500202

Project 2400220 Anamosa Downtown Revitalization Facade Project-Phase 3

Professional Services from June 01, 2025 to June 30, 2025

Task 200 Design Development

Fee

Total Fee 60,000.00

Billing Phase	Percent of Fee	Fee	Percent Complete	Earned
Design Development	100.00	60,000.00	20.00	12,000.00
		Total Earned		**12,000.00**
		Previous Fee Billing		9,000.00
		Current Fee Billing		3,000.00

Total Fee	**3,000.00**
Total this Task	**$3,000.00**
Total this Invoice	**$3,000.00**

Please remit payment to Martin Gardner Architecture, P.C., 700 11th St., Ste. 200, Marion, IA 52302
Telephone: 319-377-7604

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

June 25, 2025

City of Anamosa, Iowa
107 South Ford Street
Anamosa, IA 52205

Invoice No: 119.1164.08 - 30

Project **119.1164.08** **WWTP Flow Equalization Basin**

Professional Services through May 31, 2025

Basic Services
Lump Sum Fees

Total Lump Sum Fees	102,600.00				
Percent Complete	100.00	Total Earned		102,600.00	
		Previous Fee Billing		102,600.00	
		Current Fee Billing		0.00	
		Total Lump Sum Fees			**0.00**
			Phase Subtotal		**0.00**

	Total	Prior	Current
Billings to Date	**102,600.00**	**102,600.00**	**0.00**

Additional Services

Bidding Services
Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	5,000.00	5,000.00
Limit			5,000.00

Task Subtotal **0.00**

	Total	Prior	Current
Billings to Date	**5,000.00**	**5,000.00**	**0.00**

Phase Subtotal **0.00**

Construction Services
Lump Sum Fees

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed	
Construction Admin	40,000.00	85.00	34,000.00	28,000.00	6,000.00	
Construction Staking	6,500.00	100.00	6,500.00	6,500.00	0.00	
Total Fee	46,500.00		40,500.00	34,500.00	6,000.00	
			Total Lump Sum Fees			**6,000.00**
				Phase Subtotal		**$6,000.00**

	Total	Prior	Current

Project	119.1164.08	Anamosa-WWTPFlowEqualizationBasin			Invoice	30
Billings to Date		**40,500.00**	**34,500.00**	**6,000.00**		

Construction Obs

Construction Obs
Hourly Services

	Hours	Rate	Amount	
Engineer VII	4.50	187.00	841.50	
Engineer I	19.25	115.00	2,213.75	
Technician VII	22.00	124.00	2,728.00	
Total Services	45.75		5,783.25	
				5,783.25
Employee Mileage			43.40	
Total Expenses			**43.40**	**43.40**
Fleet Mileage				**284.20**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	6,110.85	16,896.85	23,007.70	
Limit			86,000.00	
Remaining			62,992.30	
		Task Subtotal		**$6,110.85**

	Total	**Prior**	**Current**	
Billings to Date	**23,007.70**	**16,896.85**	**6,110.85**	
		Phase Subtotal		**$6,110.85**
		Amount Due this Invoice		**$12,110.85**

	Total	**Prior**	**Current**
Billings to Date	**174,017.20**	**161,906.35**	**12,110.85**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Nicholas Eisenbacher

June 30, 2025

Mayor and City Council
City of Anamosa
107 S Ford St
Anamosa, IA 52205

RE: CONTRACTOR'S APPLICATION FOR PAYMENT #7 – WWTP FLOW EQUALIZATION BASIN – WRH, INC

Dear Mayor and City Council:

Enclosed for your review and approval is the Contractor's Application for Payment #7 for work completed on the WWTP Flow Equalization Basin. This application for Payment includes costs associated with project management, quality control, temporary utilities, existing spiral screen demolition, prefabricated building foundation labor and materials, FRP flooring labor and materials, conduit wire labor and materials, disconnect/reconnect of existing equipment, submersible pump installation, joists and curbs, shotcrete diaphragm, overflow piping, wall cap installation, prestress wire and shotcrete, and spiral screen installation.

I have reviewed the application for payment and find it in agreement with the work completed to date. I, therefore, recommend approval of the Application for Payment #7 in the amount of **$323,455.78** to WRH, Inc.

Respectfully,

SNYDER & ASSOCIATES, INC.

Nick Eisenbacher, P.E.
Project Engineer

Enclosure: WRH, Inc Contractor's Application for Payment #7

cc: Meagan Prestegard, East Central Iowa Council of Governments

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractors Application for Payment

Application #	7	Application Date:	June 25, 2025
Pay Period:	6-01-2025 thru 6-30-2025		
To (Owner): City of Anamosa	From (Contractor): WRH, Inc.	Via (Engineer): Snyder Engineering	
Project: WWTP Flow Equalization Basin	Contract:		
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:	

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
#1 Over Excavation	$133,215.07	
TOTALS	$133,215.07	
NET CHANGE BY CHANGE ORDERS	**$133,215.07**	

1.	**ORIGINAL CONTRACT PRICE**	$	**$4,057,000.00**
2.	**Net change by Change Orders**	$	**$133,215.07**
3.	**Current Contract Price (Line 1 ± 2)**	$	**$4,190,215.07**
4.	**TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)**	$	**$3,424,835.07**
5.	**RETAINAGE:**		
	a. 5% X $ 3,407,235.07 **Work Completed**	$	**$170,361.75**
	b. 5% X $17,600.00 **Stored Material**	$	**$880.00**
	c. Total Retainage (Line 5.a + Line 5.b)	$	**$171,241.75**
6.	**AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)**	$	**$3,253,593.32**
7.	**LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**	$	**$2,930,137.54**
8.	**AMOUNT DUE THIS APPLICATION**	$	**$323,455.78**
	Balance to Finish including retainage (Column G total on Progress Estimates + Line 5.c above)	$	**$936,621.75**

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: *Jordan Graham*	Date: 6/25/2025

Payment of: $ 323,455.78
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ 7/7/2025
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding or Financing Entity (if applicable) (Date)

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	Anamosa WWTP Flow Equalization Basin	Application Number:	7	
Application Period:	6-01-2025 thru 6-30-2025	Application Date:	6/25/2025	

			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period				
	Bonds/Insurance/Permits/Builders Risk	$ 141,000.00	$ 141,000.00	$ -		$ 141,000.00	100%	$ -
	Division 1 General Requirements							
	Project Management	$ 25,000.00	$ 17,500.00	$ 2,000.00		$ 19,500.00	78%	$ 5,500.00
	Site Superintendent/Quality Control/Safety	$ 10,000.00	$ 7,000.00	$ 1,500.00		$ 8,500.00	85%	$ 1,500.00
	Temp. Utlities/ Dumpsters/Toilets/ Misc	$ 5,000.00	$ 3,500.00	$ 750.00		$ 4,250.00	85%	$ 750.00
	Office Trailers	$ 2,500.00	$ 2,500.00	$ -		$ 2,500.00	100%	$ -
	Mobilization	$ 6,000.00	$ 6,000.00	$ -		$ 6,000.00	100%	$ -
	Layout/Potholing/Locate	$ 8,000.00	$ 8,000.00	$ -		$ 8,000.00	100%	$ -
	Division 2 Existing Conditions							
	Fence Remove and Replace	$ 15,000.00	$ 11,000.00	$ -		$ 11,000.00	73%	$ 4,000.00
	Remove Pavement	$ 20,000.00	$ 20,000.00	$ -		$ 20,000.00	100%	$ -
	Demo Existing Spiral Screen	$ 12,000.00		$ 12,000.00		$ 12,000.00	100%	$ -
	Division 3 Concrete							
	Prefab Building foundation Labor and Materials	$ 25,000.00	$ 5,000.00	$ 15,000.00		$ 20,000.00	80%	$ 5,000.00
	Division 9 Finishes							
	Painting Labor/Materials	$ 7,000.00		$ -		$ -		$ 7,000.00
	FRP Flooring L&M	$ 5,000.00		$ 2,000.00		$ 2,000.00	40%	$ 3,000.00
	Divison 13 Special Construction							
	Prefab. Control Module Submittals	$ 10,000.00	$ 10,000.00	$ -		$ 10,000.00	100%	$ -
	Prefab Control Module Materials	$ 150,000.00		$ -		$ -		$ 150,000.00
	Set Prefab Building	$ 15,000.00		$ -		$ -		$ 15,000.00
	Divison 26 Electrical & Division 27 Communications							
	Submittals	$ 5,000.00	$ 5,000.00	$ -		$ 5,000.00	100%	$ -
	Conduit and wire Materials	$ 36,000.00		$ 15,000.00		$ 15,000.00	42%	$ 21,000.00
	Conduit and Wire Labor	$ 12,000.00		$ 10,000.00		$ 10,000.00	83%	$ 2,000.00
	MCC work Materials	$ 7,000.00		$ -		$ -		$ 7,000.00
	MCC Labor	$ 1,000.00	$ -	$ -		$ -		$ 1,000.00

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	Anamosa WWTP Flow Equalization Basin	Application Number:	7
Application Period:	6-01-2025 thru 6-30-2025	Application Date:	6/25/2025

			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period				
	Disconnect/ Reconnect of Equipment L&M	$ 8,000.00	$ 1,250.00	$ 3,000.00		$ 4,250.00	53%	$ 3,750.00
	Installation of Integrator Supplied Equipment	$ 1,000.00		$ -		$ -		$ 1,000.00
	Division 31 Earthwork							
	Grading for Precast tank Labor, Equip, Materials	$ 200,000.00	$ 200,000.00	$ -		$ 200,000.00	100%	$ -
	Division 32 Exterior Improvements							
	Asphalt Labor, Materials, Equipment	$ 32,000.00		$ -		$ -		$ 32,000.00
	Subbase Prep L,M&E	$ 10,800.00		$ -		$ -		$ 10,800.00
	Seeding L&M	$ 1,200.00		$ -		$ -		$ 1,200.00
	Division 33 Utiliites							
	Precast Structures Submittals	$ 3,000.00	$ 3,000.00	$ -		$ 3,000.00	100%	$ -
	Precast Structures Materials	$ 75,000.00	$ 75,000.00	$ -		$ 75,000.00	100%	$ -
	Precast install	$ 95,000.00	$ 95,000.00	$ -		$ 95,000.00	100%	$ -
	Piping Submittals	$ 3,000.00	$ 3,000.00	$ -		$ 3,000.00	100%	$ -
	Piping Materials	$ 100,000.00	$ 100,000.00	$ -		$ 100,000.00	100%	$ -
	Piping install	$ 65,000.00	$ 52,500.00	$ -		$ 52,500.00	81%	$ 12,500.00
	Storm sewer piping materials	$ 15,000.00	$ 15,000.00	$ -		$ 15,000.00	100%	$ -
	Storm sewer install	$ 35,000.00	$ 35,000.00	$ -		$ 35,000.00	100%	$ -
	Division 40 Process Integration							
	Magnetic Flow meter materials	$ 12,000.00		$ -		$ -		$ 12,000.00
	Magnetic Flow meter Install	$ 1,500.00		$ -		$ -		$ 1,500.00
	Division 43 Liquid Handling							
	Submersible pumps Submittals	$ 3,500.00	$ 3,500.00	$ -		$ 3,500.00	100%	$ -
	Submersible Pumps Materials	$ 100,000.00	$ 100,000.00	$ -		$ 100,000.00	100%	$ -
	Submersible pumps Install	$ 10,000.00	$ 2,000.00	$ 8,000.00		$ 10,000.00	100%	$ -
	Prestressed Concrete Tank							
	Tank Drawings and Calcs	$ 280,000.00	$ 280,000.00	$ -		$ 280,000.00	100%	$ -
	Mobilize Tank Crew	$ 277,000.00	$ 277,000.00	$ -		$ 277,000.00	100%	$ -
	Form Footings	$ 85,000.00	$ 85,000.00	$ -		$ 85,000.00	100%	$ -
	Reinforce tank Floor	$ 156,000.00	$ 156,000.00	$ -		$ 156,000.00	100%	$ -
	Install Waterstop and Floor Concrete	$ 233,000.00	$ 233,000.00	$ -		$ 233,000.00	100%	$ -
	Install Panel Beds	$ 169,000.00	$ 169,000.00	$ -		$ 169,000.00	100%	$ -
	Fabricate Panels	$ 285,000.00	$ 285,000.00	$ -		$ 285,000.00	100%	$ -

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	Anamosa WWTP Flow Equalization Basin	Application Number:	7
Application Period:	6-01-2025 thru 6-30-2025	Application Date:	6/25/2025

			Work Completed		E	F		G
A		B	C	D				
Specification Section No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
	Erect Panels	$ 225,000.00	$ 225,000.00	$ -		$ 225,000.00	100%	$ -
	Joints and Curbs	$ 73,000.00		$ 73,000.00		$ 73,000.00	100%	$ -
	Shotcrete Diaphragm	$ 55,000.00		$ 55,000.00		$ 55,000.00	100%	$ -
	Overflow Piping	$ 44,000.00		$ 14,520.00		$ 14,520.00	33%	$ 29,480.00
	Install Wall Cap	$ 91,000.00		$ 91,000.00		$ 91,000.00	100%	$ -
	Prestress and Shotcrete	$ 205,000.00		$ 41,000.00		$ 41,000.00	20%	$ 164,000.00
	Shotcrete Cover Coat	$ 57,000.00		$ -		$ -		$ 57,000.00
	Exterior Architectural Coating	$ 25,000.00		$ -		$ -		$ 25,000.00
	Install Stairs and Platforms	$ 150,000.00		$ -		$ -		$ 150,000.00
	Install Handrails	$ 40,000.00		$ -		$ -		$ 40,000.00
	Install Water Cannons	$ 20,000.00		$ -	$17,600.00	$ 17,600.00	88%	$ 2,400.00
	Prestressed concrete tank Frost footing L&M	$ 210,000.00	$ 210,000.00	$ -		$ 210,000.00	100%	$ -
	Division 46 Wastewate Equipment							
	Spiral screen submittals	$ 18,000.00	$ 18,000.00	$ -		$ 18,000.00	100%	$ -
	Spiral Screen Materials	$ 60,500.00	$ 60,500.00	$ -		$ 60,500.00	100%	$ -
	Spiral Screen install	$ 10,000.00		$ 10,000.00		$ 10,000.00	100%	$ -
	Change Orders							
	CO#1 Over Excavation and Backfill	$ 133,215.07	$ 133,215.07	$ -		$ 133,215.07	100%	$ -
	Totals	$ 4,190,215.07	$ 3,053,465.07	$ 353,770.00	$ 17,600.00	$ 3,424,835.07	81.7%	$ 765,380.00

Stored Material Summary

Contractor's Application

For (Contract):								Application Number: 7			
Application Period: 6-01-2025 thru 6-30-2025								Application Date: 6/25/2025			
A		B	C		D		E		F		G
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Stored Previously		Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount ($)			Date (Month/ Year)	Amount ($)	
	DI 2111		on site	Water Cannons	5/2025		$17,600.00	$17,600.00			$17,600.00
	6004859		on site	Overflow Piping	5/2025		$13,290.24	$13,290.24			$13,290.24

Stored Material Summary

Contractor's Application

For (Contract):								Application Number: 7			
Application Period: 6-01-2025 thru 6-30-2025								Application Date: 6/25/2025			
A		B	C		D		E		F		G
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Stored Previously		Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount ($)			Date (Month/ Year)	Amount ($)	

Stored Material Summary

Contractor's Application

For (Contract):								Application Number: 7			
Application Period: 6-01-2025 thru 6-30-2025								Application Date: 6/25/2025			
A		B	C		D		E		F		G
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Stored Previously		Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount ($)			Date (Month/ Year)	Amount ($)	
				Totals			**$30,890.24**	**$30,890.24**			$30,890.24