

**AGENDA
CITY OF CARTER LAKE
SPECIAL CITY COUNCIL MEETING
CITY HALL – 950 LOCUST ST.
MONDAY, JUNE 7, 2021 AT 7:00 P.M.**

- I. PUBLIC HEARING – (see notice on page 2)
- II. Pledge of allegiance
- III. Roll call
- IV. Approval of the agenda
 - A. Additions or Deletions
- V. New Business
 - A. Protest Hearing concerning the sanitary relining project bids
 - 1. SAK
 - 2. HK-SOLUTIONS
 - 3. SJ LOUIS
- VI. Ordinances and Resolutions:
 - A. Resolution designating low bidder
 - B. Resolution making award of construction contract
 - C. Resolution approving construction contract and bond
 - D. Not to exceed \$2,300,000 Sewer Revenue Capital Loan Notes: Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the City thereunder
 - E. Adopt People Service's Administrative Services Agreement (water billing)
- VII. Comments from the mayor, city council members and citizens (3 minutes each)
- VIII. Adjourn

NOTICE OF PUBLIC HEARING

Carter Lake City Council on June 7, 2021 at 7:00 P.M.

At Carter Lake City Hall located at 950 Locust Street

THE COUNCIL WILL BE ACCEPTING COMMENTS CONCERNING PROPOSED TEXT AMENDMENT TO THE LAND USE DEVELOPMENT ORDINANCES FOR THE CITY OF CARTER LAKE, IOWA

The Land Use Development Ordinances adopted by the City of Carter Lake, Iowa on August 28, 2006, shall be amended as follows:

Approved use in C-1 Limited Commercial District shall now include

Amend the definition of 307 (a) Agricultural Sales and Services to read as follows:

Establishments or places of business engaged in sale from the premises of feed, feed supplements, grain, fertilizers, farm equipment, pesticides and similar goods or in the provision of agriculturally related services with incidental storage on lots other than where the service is rendered. Or enclosed warehousing including the storage, distribution and handling of feed and feed supplements. Typical uses include nurseries, hay, farm implement dealerships, feed and grain stores, and tree service firms.

And that the TABLE 4-1 "Use Matrix for "Ag Sales/Services" type in the Code shall be amended as an approved use that requires a Conditional Use permit (C) in the C-1 Zoning District.



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June 2, 2021

Via Email and Overnight Delivery

Ms. Jackie Carl
City Clerk
City of Carter Lake
950 Locust Street
Carter Lake, Iowa 51510

Re: City of Carter Lake, State of Iowa
Not to exceed \$2,300,000 Sewer Revenue Capital Loan Notes

Dear Jackie:

We have now prepared and are enclosing suggested proceedings to be acted upon by the Council in fixing the date of a meeting on the proposition to issue the above-mentioned Notes and ordering publication of a notice of hearing consistent with the provisions of Code Sections 384.24A and 384.83.

At the time of hearing the Council shall receive oral or written objections from any resident or property owner to the proposed action to issue the Notes. After all objections have been received and considered, the Council is required, at that meeting or at any adjournment thereof, to take additional action for the issuance of the Notes or to abandon the proposal to issue the Notes.

The Council is required by statute to adopt the resolution instituting proceedings to issue the Notes at the hearing or an adjournment thereof.

Publication Requirement - Notice of Hearing.

Notice of this meeting must be published at least once in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The date of publication is to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of bonds. In computing time, the date of publication should be excluded. If the last day falls on Sunday, the whole of the following Monday should be excluded.

Also enclosed is an extra copy of the proceedings to be filled in as the original and certified back to this office, together with publisher's affidavit of publication of notice of hearing.

June 2, 2021

Page 2

We are also enclosing an extra copy of the notice of hearing to be delivered to the newspaper for publication purposes. A certificate to attest the proceedings is also enclosed.

We will prepare and forward to you in the near future, suggested procedure to be acted upon on the date of hearing. If you have any questions pertaining to the proceedings enclosed or the above instructions, please do not hesitate to either write or call.

Very truly yours,

AHLERS & COONEY, P.C.

By:

/s/ *Steven M. Nadel*

Steven M. Nadel

SMN:dc

Encl.

01893907-1\16086-057

ITEMS TO INCLUDE ON AGENDA FOR JUNE 7, 2021

CITY OF CARTER LAKE, IOWA

Not to exceed \$2,300,000 Sewer Revenue Capital Loan Notes

- Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

June 7, 2021

The City Council of the City of Carter Lake, State of Iowa, met in _____
session at _____ .M., on the above date.

- ☐ The Council met in person in the Council Chambers, City Hall, 950 Locust Street, Carter Lake, Iowa.
- ☐ The Council determined that it is impossible and impractical for all members of the Council, staff and members of the public to be physically present at this meeting due to the COVID-19 pandemic, and that it is necessary to conduct the meeting by electronic means. The Council has provided public access to the electronic meeting.

There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$2,300,000 SEWER REVENUE CAPITAL LOAN NOTES OF THE CITY OF CARTER LAKE, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION FIXING DATE FOR A MEETING ON THE
AUTHORIZATION OF A LOAN AGREEMENT AND THE
ISSUANCE OF NOT TO EXCEED \$2,300,000 SEWER
REVENUE CAPITAL LOAN NOTES OF THE CITY OF
CARTER LAKE, STATE OF IOWA, AND PROVIDING FOR
PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Carter Lake, State of Iowa, should provide for the authorization of a Loan Agreement and the issuance of Sewer Revenue Capital Loan Notes, to the amount of not to exceed \$2,300,000, as authorized by Sections 384.24A and 384.83, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable solely and only out of the Net Revenues of the Municipal Sewer Utility and shall be a first lien on the future Net Revenues of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Loan Agreement and Notes; and

WHEREAS, the Issuer has applied for a loan with the United States of America (the "Government"), acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) pursuant to which the Government has agreed to purchase the Issuer's notes and has requested that such note be issued as a single note in a denomination equal to the total amount of the issue as authorized by Sections 384.24A and 384.83; and

WHEREAS, before the Loan Agreement and Notes may be issued, it is necessary to comply with the provisions of the Code, and to publish a notice of the proposal to issue such

notes and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARTER LAKE, STATE OF IOWA:

Section 1. That this Council meet in the Council Chambers, City Hall, 950 Locust Street, Carter Lake, Iowa, at _____ .M., on the 21st day of June, 2021, for the purpose of taking action on the matter of the authorization of a Loan Agreement and the issuance of not to exceed \$2,300,000 Sewer Revenue Capital Loan Notes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, improving, repairing and equipping of all or part of the Municipal Sewer Utility, including repairing and relining sewer collection system piping, repairs to manholes, and related site improvements, and refunding any outstanding Project Notes with accrued interest thereon issued in payment for said project.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 3. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: June 15, 2021; but not earlier than June 8, 2021)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF CARTER LAKE, STATE OF IOWA, ON THE
MATTER OF THE PROPOSED AUTHORIZATION OF A
LOAN AGREEMENT AND THE ISSUANCE OF NOT TO
EXCEED \$2,300,000 SEWER REVENUE CAPITAL LOAN
NOTES, AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Carter Lake, State of Iowa, will hold a public hearing on the 21st day of June, 2021, at _____ .M., in the Council Chambers, City Hall, 950 Locust Street, Carter Lake, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$2,300,000 Sewer Revenue Capital Loan Notes, to provide funds to pay the costs of acquisition, construction, reconstruction, extending, improving, repairing and equipping of all or part of the Municipal Sewer Utility, including repairing and relining sewer collection system piping, repairs to manholes, and related site improvements, and refunding any outstanding Project Notes with accrued interest thereon issued in payment for said project. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Municipal Sewer Utility.

The proceeds of the Sewer Revenue Capital Loan Notes may be applied to pay project costs directly or to pay interim Project Notes which the City will issue in the approximate amount of not to exceed \$2,300,000 in anticipation of the future receipt of funds or note proceeds applicable to the foregoing project and purpose.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Carter Lake, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this _____ day of _____, 2021.

City Clerk, City of Carter Lake, State of Iowa

(End of Notice)

PASSED AND APPROVED this _____ day of _____, 2021.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

I, the undersigned City Clerk of the City of Carter Lake, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2021.

City Clerk, City of Carter Lake, State of Iowa

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF
CARTER LAKE, STATE OF IOWA, ON THE MATTER OF THE
PROPOSED ISSUANCE OF NOT TO EXCEED \$2,300,000 SEWER
REVENUE CAPITAL LOAN NOTES, OF THE CITY OF CARTER LAKE,
AND THE HEARING ON THE ISSUANCE THEREOF

_____, 2021.

City Clerk, City of Carter Lake, State of Iowa

01893898-1\16086-057

ADMINISTRATIVE SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by and between PeopleService, Inc. (hereinafter referred to as "Provider"), and the City of Carter Lake, Iowa (hereinafter referred to as "City").

WITNESSETH THAT:

WHEREAS, Customer has the need for certain administrative support services ("Services), as more specifically defined herein; and

WHEREAS, Provider has the necessary personnel and experience to perform such Services; and

WHEREAS; Customer desires to engage Provider to perform the Services and Provider desires to undertake such performance under the terms, conditions and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. Performance of Services. Provider shall perform for Customer, and Customer shall perform for Provider, the Services identified and generally described on Exhibit A, attached hereto and by this reference made a part hereof.
2. Fee. In consideration of the performance of the Services, Customer agrees to pay to Provider:

July 1, 2021 – A monthly service fee of \$5,538.

July 1, 2022 – Previous year price plus the CPI rate as published by the League of Iowa Municipalities in January 2022, plus one percent (1%).

July 1, 2023 – Previous year price plus the CPI rate as published by the League of Iowa Municipalities in January 2023, plus one percent (1%).

July 1, 2024 – Previous year price plus the CPI rate as published by the League of Iowa Municipalities in January 2024, plus one percent (1%).

July 1, 2025 – Previous year price plus the CPI rate as published by the League of Iowa Municipalities in January 2025, plus one percent (1%).

Additional fees may be generated when Provider performs delinquent account management and for connecting/disconnecting service for utility service customers. The fees are due to Provider by the utility service customer and not by the City. However, the City will allow the charge to be added to the bill and collected. The City will then provide the Provider the funds that are collected for this service.

When Provider installs remote read meters for utility service customers, the fee for such service and equipment will be paid to Provider by the City. This contract contemplates that Provider is allowed to charge the City the sum of \$180.00 (touch read only, not radio) for each remote read meter (including equipment and all labor) and may charge a maximum of \$70.00 for labor if the utility service customer provides the appropriate

equipment. Provider and the City will determine together whether or not a particular remote read meter is acceptable.

All utility service customers should have the same type of remote read meters.

Any additional work provided by PeopleService outside of this Agreement will be billed at the rate of \$70 per hour during normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday) and \$105 per hour at all other times, as well as observed holidays. Should PeopleService be required to purchase any parts or supplies, PeopleService will bill the Owner for the actual charges plus a fifteen percent (15%) handling fee.

3. Exclusions. Services shall not include, and the monthly service fee does not compensate Provider for: special request services and the travel and expenses attributable to such services, customized reporting, subsequent program modifications, guarantees for payments not collected from delinquent customers of Customer, service work on electric, water, or steam meters, or the calculation of special billings. Special billings, however, may be included in the revenue and receivable reports.

4. Manner of Payment. The monthly service fee shall be due and payable on or before the 1st day of the month in which the Services will be performed. Should Customer fail timely to pay part or all of the amounts on these invoices, interest thereon shall accrue at the rate of one percent per month from the due date until the date of payment. If such failure to pay continues for thirty (30) days after payment is due, Provider, in addition to any other remedy it may have, may require to provide further Services until such amount, including interest, is paid.

5. Term. This agreement shall become effective as of July 1, 2021 and shall continue in full force and effect until June 30, 2026 (the "Original Term"). After the expiration of the Original Term, this Agreement shall be automatically renewed for successive terms of one (1) year each until either party gives written notice of cancellation to the other party not less than ninety (90) days prior to the last day of the Original Term, or a successive term, whichever the case may be. The parties agree to review the contract and its terms commencing the January prior to the expected expiration of the initial term.

6. Independent Contractor. In performing the Services hereunder, Provider shall operate as and have the status of an independent contractor, subject only to the general direction of Customer regarding the Service to be rendered as opposed to the method of performing the Services.

7. Proprietary Information. Any drawings, documentation, specifications, prints, designs, ideas, or other information provided by Provider to Customer or otherwise obtained by Customer pertaining to the Services performed hereunder are strictly confidential and proprietary to Provider. Customer shall not, without the prior written consent of Provider disclose any such information to a third party or use any such information for its own benefit except in connection with the operation of Customer's facilities and equipment pursuant to this Agreement.

8. Assignment. Neither Provider nor Customer shall assign, in whole or in part, any of the rights, obligations or benefits of this Agreement without the prior written consent of the other party, which consent shall not be unreasonable withheld.

9. Indemnification. Provider shall not be liable to Customer for claims, damages, demands, losses, liabilities, costs, or expenses including, without limitation, reasonable attorneys' fees and other costs and expenses incident to any suit, proceeding or investigation of any claim incurred or suffered by Customer arising out of the rendering of Services by Provider hereunder, except when such claim is the result of Provider's negligence or willful misconduct.

10. Consequential Damages. Neither party shall be liable to the other for any special, indirect, or consequential damages, including, without limitation, loss of profit, loss of product, and loss of use, arising out of the performance of this Agreement, irrespective of either party's fault or negligence.

11. Disclaimer of Warranties. Provider MAKES NO REPRESENTATION, COVENANTS, WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. No implied warranty arising by usage of trade, course of dealing or course of performance is given by Provider to Customer or shall arise by or in connection with this Agreement and/or Provider's and/or Customer's conduct in relation thereto or to each other, and in no event shall Provider be liable on any such warranty with respect to any equipment.

12. Force Majeure. Any delays in or failure of performance by either party hereto of its duties hereunder (other than the payment of money), shall not constitute default or give rise to any claims for damages if and to the extent such delays or failure of performance are caused by occurrences beyond the control of the party involved, including but not limited to, acts of God or the public enemy; expropriation of facilities; compliance with any law, proclamation, regulation, ordinance or instruction of any government or unit thereof, including Indian nations, having or asserting jurisdiction; acts of war; rebellion or sabotage or damage resulting therefrom; fires; floods; explosions; accidents; riots or strikes; delay by vendors in the delivery of materials and equipment; delay by construction contractors in performing construction work; or any other causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of the party involved and which, by the exercise of reasonable diligence, the party involved is unable to prevent or overcome, provided, however, that such party shall give notice together with full particulars of such issues or occurrences in writing to the other party as soon as practicable after the occurrences and the causes or occurrences shall as far as possible be remedied with all reasonable diligent dispatch by the party claiming such in order to put itself in a position to carry out its obligation under this Agreement.

13. Notices. All notices pertaining to this Agreement shall be in writing, and if to Customer, shall be sufficient if sent registered mail to Customer at the following address:

City of Carter Lake
Attn: City Clerk
950 Locust St.
Carter Lake, Iowa 51510

And if to Provider shall be sufficient if sent registered mail to Provider at the following address:

President
PeopleService, Inc.
209 S. 19th Street; Suite 555
Omaha, NE 68102

Either party may change its address for purposes of this Paragraph by giving the other party hereto written notice of the new address in the manner set forth above.

14. **Invalidity of Provision.** Provider and Customer agree that if any term or provision of this Agreement is held by any court to be illegal or unenforceable, the remaining terms, provisions, rights, and obligations shall not be affected and shall remain in full force and effect.

15. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

16. **Non-waiver.** No waiver by any party of any one or more defaults by the other in performance of any of the provisions of the Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or different character.

17. **Entire Agreement:** This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements, communications, representations, or warranties, whether oral or written, by any officer, employee or representative of either party.

18. **Amendment:** No modification or amendment of this Agreement shall be binding upon either party unless in writing and signed by both parties.

19. **Customer as a Reference:** Provider shall have the right to use Customer as a reference and to arrange visit's to Customer's facilities by potential users of services similar to services provided by Provider under this Agreement.

20. **Rights to Property and Procedure:** Any and all computer programs, licenses, documentation, procedures, and instruction used in providing the Services are and shall remain the sole property of Provider. Customer shall have not rights whatsoever to such property.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

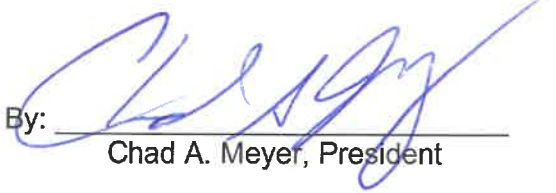
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"City"
CITY OF CARTER LAKE

By: _____
Ron Cumberledge, Mayor

Witness: _____

"Provider"

By: _____
Chad A. Meyer, President

Witness: _____

Exhibit "A"

SERVICES TO BE PERFORMED

1. Assume responsibility for all customer contacts regarding meter reading, billing, and cash collection inquiries or complaints.
2. Process application for water, sewer, and garbage service.
3. Collect all utility payments. Any funds received are being held in trust for the benefit of the City of Carter Lake, Iowa.
4. Post all payments to the billing system.
5. Make all corrections as necessary.
6. Review delinquencies and mail out disconnect notices to appropriate delinquent customers. For each delinquent notice mailed, Provider shall bill and collect a fee of \$3.00 from the customer, with said fee being retained by the Provider.
7. Post the customer' premise for collection. For each premise that is posted, Provider shall bill and collect a service fee of \$7.00 from the customer, with said fee being retained by the Provider.
8. Notify the City of customers that need service to be disconnected or connected.
9. Screen all calls so that the City will only be involved with policy decisions (not daily normal inquiries or complaints).
10. Provide a physical office with open hours from 8:30 AM to 4:30 PM, Monday through Friday, with an answering machine for after hours (excluding observed holidays).
11. Provide for payment of utility bills at a local financial institution.
12. Provide the City with monthly reports and others as requested by the City.
13. Inform new customers about the City garbage service and cost.
14. Notify City each day a new customer obtains service.
15. Provide 24-hour shut-off notice door hangers for delinquent customers.
16. Perform disconnect and connect service for all customers. All fees charged for this service shall be retained by Provider. The fee for disconnection and reconnection of service due to account delinquency shall be \$30.00.
17. Read all utility service customers' water meters monthly.

18. Calculate, print, and mail billing statements for water, sewer, storm water and garbage usage to non-manually billed customers monthly.
19. Provide revenues and receivable reports on a monthly basis for accounting purposes.
20. Provide usual and standard delinquency report the day before bills are calculated.
21. Replace and/or install remote read meters as needed for utility service customers. Homeowners/contractors will be responsible for the purchase of the first water meter and reading device. Installation of water meter and reading device must be coordinated with, and done by, provider. City of Carter Lake will pay for replacing devices that become damaged and need replaced or repaired unless the damage is caused by the homeowner's negligence.
Homeowners will be responsible for the cost of replacing frozen water meters.
The City of Carter Lake will pay to replace remote reading devices with touch pad devices as the remote device goes bad.
Meters are not to be dropped off for installation by anyone other than the provider. If needed, they may be installed with a tamper proof seal.
22. Provide proof of insurance as required in Bid Package.
23. Provide a performance bond as required in Bid Package.
24. Comply with all City ordinances and State laws as they pertain to water, sewer, and garbage utility meter reading, billing, and cash collections.
25. All old meters will be turned in the City Maintenance Department.