



CITY COUNCIL MEETING AGENDA

PLACE: City Hall, 120 Short Street, Panorama Park, Iowa

DATE: March 13, 2025

TIME: 7:00 p.m.

WELCOME

Call To Order

Pledge Of Allegiance

Roll Call

Agenda Approval - Discussion and approval (including additions and deletions) of the Council Meeting Agenda for Thursday, March 13, 2025.

CONSENT AGENDA

Approval of February 13, 2025 Council Meeting Minutes

Approval of February, 2025 Financial Statements

Payment authorization for February, 2025 Employee Payroll

Payment authorization of February, 2025 Claims

PUBLIC COMMENTS TO THE COUNCIL *Individual comments are limited to 3 minutes and group comments are limited to 6 minutes. Please sign in if you wish to speak.*

MAYOR'S REPORT

COMMITTEE REPORTS

RESOLUTION to accept and approve a new contract with Republic Services for garbage & recycling collection.

DISCUSSION AND APPROVAL of a Certificate of Ordinance Exception to allow chickens at 216 Park Avenue.

DISCUSSION regarding a draft ordinance to allow "Urban Chickens".

ADJOURNMENT



CITY COUNCIL MEETING MINUTES

PLACE: City Hall, 120 Short Street, Panorama Park, Iowa

DATE: February 13, 2025

TIME: 7:00 p.m.

WELCOME

Call To Order - Mayor Rice called the meeting to order at 7:04 p.m.

Pledge Of Allegiance

Roll Call - Council Members Present: I. Foltz, S. Perry, D. Smith, S. Rice

Agenda Approval - Mayor Rice called for a motion to accept the agenda with no changes. A motion was made by I. Foltz and seconded by D. Smith. Mayor Rice called for a vote. All ayes, the motion was approved.

CONSENT AGENDA

Approval of January 9, 2025 Council Meeting Minutes

Approval of January, 2025 Financial Statements

Payment authorization for January, 2025 Employee Payroll

Payment authorization of January, 2025 Claims

A motion was made by D. Smith and seconded by I. Foltz. Mayor Rice called for a vote. All ayes, the motion was approved.

PUBLIC COMMENTS TO THE COUNCIL

None.

MAYOR'S REPORT

None.

COMMITTEE REPORTS

None.

DISCUSSION AND APPROVAL of a revised building permit for the construction of a new house at 118 7th Street. A motion was made by S. Rice and seconded by I. Foltz. Mayor Rice called for a vote. All ayes, the motion was approved.

DISCUSSION AND APPROVAL to schedule the FY2026 Property Tax Hearing for 7:00 PM Thursday, March 27, 2025 at City Hall. A motion was made by S. Rice and seconded by D. Smith. Mayor Rice called for a vote. All ayes, the motion was approved. FY2026 Property Tax Hearing for 7:00 PM Thursday, March 27, 2025 at City Hall.

ADJOURNMENT

Mayor Rice called for adjournment. A motion was made by S. Rice and seconded by S. Perry. With no further discussion Mayor Rice called for a vote. All ayes, the motion was approved and the meeting was adjourned at 7:43 p.m.

Approved: _____

Attest: _____

City of Panorama Park

Balance Sheet

As of February 28, 2025

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1. GSB Checking	
001-000-1110 General Fund - GSB/Checking	5,976.98
110-000-1110 Road Fund - GSB/Checking	9,439.77
610-000-1110 Sewer Fund - GSB/Checking	11,792.97
Total 1. GSB Checking	27,209.72
2. GSB Savings	
001-000-1160 General Fund - GSB/Savings	34,365.07
110-000-1160 Road Fund - GSB/Savings	7,956.24
Total 2. GSB Savings	42,321.31
3. FCU Savings	
610-000-1161 Sewer Fund - FCU/Savings	217.95
Total 3. FCU Savings	217.95
4. FCU CDs	
610-000-1171 Sewer Fund - FCU/CDs	182,070.49
Total 4. FCU CDs	182,070.49
5. GSB CDs	
001-000-1170 General Fund - GSB/CDs	75,000.00
110-000-1170 Road Fund - GSB/CDs	90,000.00
Total 5. GSB CDs	165,000.00
Total Bank Accounts	\$416,819.47
Total Current Assets	\$416,819.47
TOTAL ASSETS	\$416,819.47
LIABILITIES AND EQUITY	\$416,819.47

City of Panorama Park

Treasurer's Report

As of February 28, 2025

Current Assets

	Beginning Cash		Change +/-		Ending Cash	
001 General Fund						
Certificates	\$	75,000.00	\$	-	\$	75,000.00
Checking	\$	7,059.80	\$	(1,082.82)	\$	5,976.98
Savings	\$	32,228.01	\$	2,137.06	\$	34,365.07
Total General Fund	\$	114,287.81	\$	1,054.24	\$	115,342.05
005 ARPA Fund						
Certificates	\$	-	\$	-	\$	-
Checking	\$	-	\$	-	\$	-
Savings	\$	-	\$	-	\$	-
Total ARPA Fund	\$	-	\$	-	\$	-
110 Road Fund						
Certificates	\$	90,000.00	\$	-	\$	90,000.00
Checking	\$	9,502.08	\$	(62.31)	\$	9,439.77
Savings	\$	6,553.77	\$	1,402.47	\$	7,956.24
Total Road Fund	\$	106,055.85	\$	1,340.16	\$	107,396.01
610 Sewer Fund						
Certificates	\$	182,070.49	\$	-	\$	182,070.49
Checking	\$	18,784.28	\$	(6,991.31)	\$	11,792.97
Savings	\$	217.92	\$	0.03	\$	217.95
Total Sewer Fund	\$	201,072.69	\$	(6,991.28)	\$	194,081.41
Report Total	\$	421,416.35	\$	(4,596.88)	\$	416,819.47

City of Panorama Park

Revenue & Expenses

February 2025

	TOTAL	
	FEB 2025	JUL 2024 - FEB 2025 (YTD)
Revenue		
A. TAXES		
4000 Property Taxes	74.53	15,902.38
4060 Utility Excise Tax		310.95
4065 Utility Franchise Tax	56.11	227.73
4090 LOST	2,003.37	18,775.97
Total A. TAXES	2,134.01	35,217.03
B. LICENSES & PERMITS		
4120 Building Permits		40.00
Total B. LICENSES & PERMITS		40.00
C. USE OF MONEY & PROPERTY		
4300 Interest	3.08	10,427.98
Total C. USE OF MONEY & PROPERTY	3.08	10,427.98
D. INTERGOVERNMENTAL		
State Shared Revenue		
4430 Road Use Taxes	1,402.47	13,112.87
Total State Shared Revenue	1,402.47	13,112.87
Total D. INTERGOVERNMENTAL	1,402.47	13,112.87
Total Revenue	\$3,539.56	\$58,797.88
Expenses		
1 GOVERNMENTAL ACTIVITIES		
A. Public Safety		
150 Fire		3,605.99
199 Other Public Safety		25.42
Total A. Public Safety		3,631.41
B. Public Works		
230 Street Lighting	62.31	498.84
290 Garbage	880.88	7,061.04
299 Other Public Works		35.10
Total B. Public Works	943.19	7,594.98
D. Culture and Recreation		
410 Library		2,876.00
499 Other Culture & Recreation		43.59
Total D. Culture and Recreation		2,919.59

City of Panorama Park

Revenue & Expenses

February 2025

	TOTAL	
	FEB 2025	JUL 2024 - FEB 2025 (YTD)
F. General Government		
620 Clerk, Treasurer & Finance	42.17	1,184.51
640 Legal Services/Attorney		1,000.00
650 City Hall/General Buildings	136.33	1,385.07
660 Tort Liability		3,039.00
699 Other General Government	20.00	632.30
Total F. General Government	198.50	7,240.88
Total 1 GOVERNMENTAL ACTIVITIES	1,141.69	21,386.86
2. BUSINESS TYPE ACTIVITIES		
Sewer Utility	6,991.31	98,417.07
Total 2. BUSINESS TYPE ACTIVITIES	6,991.31	98,417.07
Total Expenses	\$8,133.00	\$119,803.93
NET OPERATING REVENUE	\$ -4,593.44	\$ -61,006.05
NET REVENUE	\$ -4,593.44	\$ -61,006.05

City of Panorama Park

Budget Report

February 2025

	<u>Budget</u>	<u>MTD Balance</u>	<u>FYTD Balance</u>	<u>% Expended</u>
Income				
A. TAXES				
4000 Property Taxes	\$ 27,000.00	\$ 74.53	\$ 15,902.38	58.90%
4060 Utility Excise Tax	\$ 625.00	\$ -	\$ 310.95	49.75%
4065 Utility Franchise Tax	\$ 400.00	\$ 56.11	\$ 227.73	56.93%
4090 LOST	\$ 28,000.00	\$ 2,003.37	\$ 18,775.97	67.06%
Total A. TAXES	\$ 56,025.00	\$ 2,134.01	\$ 35,217.03	62.86%
B. LICENSES & PERMITS				
4120 Building Permits	\$ - .00	\$ -	\$ 40.00	0.00%
Total B. LICENSES & PERMITS	\$ - .00	\$ -	\$ 40.00	0.00%
C. USE OF MONEY & PROPERTY			\$ -	
4300 Interest	\$ - .00	\$ 3.08	\$ 10,427.98	0.00%
4340 Other Misc Use	\$ - .00	\$ -	\$ -	0.00%
Total C. USE OF MONEY & PROPERTY	\$ - .00	\$ 3.08	\$ 10,427.98	0.00%
D. INTERGOVERNMENTAL			\$ -	
4430 Road Use Taxes	\$ 19,000.00	\$ 1,402.47	\$ 13,112.87	69.02%
Total D. INTERGOVERNMENTAL	\$ 19,000.00	\$ 1,402.47	\$ 13,112.87	69.02%
Total Income	\$ 75,025.00	\$ 3,539.56	\$ 58,797.88	78.37%
Expenses			\$ -	
1 GOVERNMENTAL ACTIVITIES			\$ -	
A. Public Safety			\$ -	
150 Fire	\$ 3,500.00	\$ -	\$ 3,605.99	103.03%
190 Animal Control	\$ 200.00	\$ -	\$ -	0.00%
199 Other Public Safety	\$ - .00	\$ -	\$ 25.42	0.00%
Total A. Public Safety	\$ 3,700.00	\$ -	\$ 3,631.41	98.15%
B. Public Works			\$ -	
210 Roads, Bridges, Sidewalks	\$ 9,000.00	\$ -	\$ -	0.00%
230 Street Lighting	\$ 1,000.00	\$ 62.31	\$ 498.84	49.88%
250 Snow Removal	\$ 9,000.00	\$ -	\$ -	0.00%
290 Garbage	\$ 12,000.00	\$ 880.88	\$ 7,061.04	58.84%
299 Other Public Works	\$ 150.00	\$ -	\$ 35.10	23.40%
Total B. Public Works	\$ 31,150.00	\$ 943.19	\$ 7,594.98	24.38%
D. Culture and Recreation			\$ -	
410 Library	\$ 6,000.00	\$ -	\$ 2,876.00	47.93%
499 Other Culture & Recreation	\$ 300.00	\$ -	\$ 43.59	14.53%
Total D. Culture and Recreation	\$ 6,300.00	\$ -	\$ 2,919.59	46.34%
F. General Government			\$ -	
610 Mayor/Council	\$ 400.00	\$ -	\$ -	0.00%
620 Clerk, Treasurer & Finance	\$ 7,900.00	\$ 42.17	\$ 1,184.51	14.99%
630 Elections	\$ - .00	\$ -	\$ -	0.00%
640 Legal Services/Attorney	\$ 2,000.00	\$ -	\$ 1,000.00	50.00%
650 City Hall/General Buildings	\$ 5,050.00	\$ 136.33	\$ 1,385.07	27.43%
660 Tort Liability	\$ 2,000.00	\$ -	\$ 3,039.00	151.95%
699 Other General Government	\$ 2,575.00	\$ 20.00	\$ 632.30	24.56%
Total F. General Government	\$ 19,925.00	\$ 198.50	\$ 7,240.88	36.34%
Total 1 GOVERNMENTAL ACTIVITIES	\$ 61,075.00	\$ 1,141.69	\$ 21,386.86	35.02%
2. BUSINESS TYPE ACTIVITIES			\$ -	
610 Sewer Utility	\$ 105,000.00	\$ 6,991.31	\$ 98,417.07	93.73%
Total 2. BUSINESS TYPE ACTIVITIES	\$ 105,000.00	\$ 6,991.31	\$ 98,417.07	93.73%
Total Expenses	\$ 166,075.00	\$ 8,133.00	\$ 119,803.93	72.14%
Net Income	\$ (91,050.00)	\$ (4,593.44)	\$ (61,006.05)	67.00%

City of Panorama Park

Claims Report

February 2025

DATE	VENDOR	MEMO/DESCRIPTION	AMOUNT
02/04/2025	Republic Services	Garbage & Recycling Collection	-880.88
02/08/2025	T-Mobile	Internet (City Hall)	-60.00
02/12/2025	Iowa American Water	Water (City Hall)	-14.00
02/15/2025	City of Davenport	12/2024 Plant Operations, Reserve Fund, FY2025 Equipment Replacement	-1,544.31
02/17/2025	MidAmerican Energy Company	Gas & Electric (City Hall)	-62.33
02/19/2025	Intuit Quickbooks	Processing Fees	-10.00
02/19/2025	MSA Professional Services, Inc.	Sanitary Sewer Engineering Expenses	-5,447.00
02/26/2025	MidAmerican Energy Company	Street Lighting	-62.31

TIME CARD

DATE	TIME IN	TIME OUT	REMARKS	TOTAL
2/1/25	9 AM	10 AM	reconciliation	1
2/13/25	7:00	7:45	Council Meeting	0.75
2/23/25	9:00	10:00	Complete Mtg. Minutes	1
Total Hours				2.75

Christopher Gilbert

Manager signature

Date
3/8/2025
Date

City of Panorama Park
120 Short St
Bettendorf IA 52722

Chris J. Gilbert
515 Park Ave
Bettendorf IA 52722-5681

Pay Stub Detail
PAY DATE: 03/14/2025
NET PAY: \$47.33

EMPLOYER

City of Panorama Park
120 Short St
Bettendorf IA 52722

EMPLOYEE

Chris J. Gilbert
515 Park Ave
Bettendorf IA 52722-5681

PAY PERIOD

Period Beginning: 02/01/2025
Period Ending: 02/28/2025
Pay Date: 03/14/2025
Total Hours: 2.75

OTHER PAY/CONTRIBUTIONS

	Current	Year To Date
IPERS (Employer)	5.19	14.63

NET PAY:

Acct#....8180: **\$47.33**

MEMO:

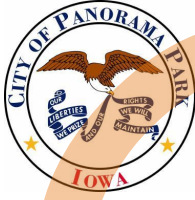
<u>PAY</u>	<u>Hours</u>	<u>Rate</u>	<u>Current</u>	<u>YTD</u>
Regular Pay	2.75	20.00	55.00	155.00

<u>DEDUCTIONS</u>	<u>Current</u>	<u>YTD</u>
IPERS (Employee)	3.46	9.75

<u>TAXES</u>	<u>Current</u>	<u>YTD</u>
Federal Income Tax	0.00	0.00
Social Security	3.41	9.61
Medicare	0.80	2.25
IA Income Tax	0.00	0.00

<u>SUMMARY</u>	<u>Current</u>	<u>YTD</u>
Total Pay	\$55.00	\$155.00
Taxes	\$4.21	\$11.86
Deductions	\$3.46	\$9.75

Net Pay \$47.33



CITY OF PANORAMA PARK

RESOLUTION 2025 - _____

March 13, 2025

RESOLUTION OF PANORAMA PARK, IOWA ACCEPTING AND APPROVING THE UPDATED MUNICIPAL MATERIALS MANAGEMENT AGREEMENT FOR GARBAGE & RECYCLING COLLECTION WITH REPUBLIC SERVICES OF BETTENDORF.

WHEREAS, the City of Panorama Park previously entered into an agreement with Republic Services for garbage and recycling collection; and

WHEREAS, the current agreement with Republic Services expires March 31, 2025; and

WHEREAS, the City of Panorama Park was notified by Republic Services of a rate change effective July 1, 2025; and

WHEREAS, the City Council has reviewed the Municipals Materials Management Agreement; and

WHEREAS, the City Council has determined it is in the best interest of the community to approve the agreement with Republic Services .

NOW THEREFORE, BE IT RESOLVED by the City Council of Panorama Park, Iowa, authorizes the Mayor to execute contract documents.

I. Foltz _____ J. Krause _____ S. Perry _____ S. Rice _____ D. Smith _____

ADOPTED BY THE COUNCIL AND APPROVED THIS 13TH DAY OF MARCH, 2025.

Ronald Rice, Mayor

I, the undersigned, being duly appointed, qualified and acting Clerk of Panorama Park, hereby certify that the foregoing Resolution is a true, correct and accurate copy as duly and lawfully passed and adopted by the governing body of the City of Panorama Park on the 13th Day of March, 2025.

Christopher Gilbert, Clerk

MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the “**Agreement**”) is made and entered into this ____ day of _____, 2025 (“**Effective Date**”), by and between the City of Panorama Park, IA (“**City**”), and Allied Waste Services, LLC d/b/a Allied Waste Services of Bettendorf/Republic Services of Bettendorf, 6449 Valley Drive, Bettendorf, IA 52722 (“**Company**”).

RECITALS

WHEREAS, City desires that Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Sole and Exclusive Franchise. Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal or recycling, if applicable, of all conforming Waste Material (as defined in Exhibit A) for the following types of locations (“**Location Types**”) within the territorial jurisdiction of the City (the “**Services**”):

Location Types

<input checked="" type="checkbox"/> _____ Residential Units	_____ Large Commercial Units
_____ Small Commercial Units	_____ Industrial Permanent Units
<input checked="" type="checkbox"/> _____ Municipal Facilities	_____ Industrial Temporary Units

2. Newly Developed Areas. If the City develops new areas (of the same Location Types as designated above) within the City’s territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the City annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).
3. Scope of Services. Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in any exhibit attached hereto.
4. Out of Scope Services May Be Contracted for Directly with Customers. Company may provide collection and disposal or recycling service within the territorial jurisdiction of the City for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such Customers to use Company for such services, but they may do so at their discretion. The City agrees that Company may use any information received from the City in marketing all of its available services to the Customers located within the City, whether included in the scope of this Agreement or not.

5. Exhibits. All Exhibits attached this Agreement are an integral part of the Agreement and are incorporated herein.

Exhibit A Specifications for Municipal Solid Waste Services

Exhibit A-1 Municipal Solid Waste/Recycling Pricing

6. Term. This Agreement begins on July 1, 2025 and expires five (5) years thereafter but shall automatically renew for successive 3-year periods (the “Term”) unless either party provides written notice of non-renewal at least ninety (90) days prior to the expiration of the then current Term, or unless otherwise terminated in accordance with the terms of this Agreement.

7. Rates for Services; Rate Adjustments; Additional Fees and Costs.

7.1 Rates for Services. The rates for all Services shall be as shown on Exhibits A-1, subject to the rate adjustments and additional fees and costs as set forth herein.

7.2 Annual Rate Adjustments. Company shall increase the rates 5% per year

7.3 Change in Law Adjustments. Company may increase the rates for Services as a result of increases in costs incurred by; (a) changes in local, state, federal or international rules, ordinances or regulations; (b) changes in taxes, fees or other governmental charges (other than income or real property taxes)

In the unlikely event that a major element of cost for the contract experiences a year over year (YoY) change greater than 15%, the Company shall be able to increase the Annual Rate Adjustment above the amount listed in exhibit A-1 by an additional amount equal to the unanticipated additional cost increase/decrease. Any such additional rate increase adjustment shall be presented along with supporting documentation to the City. The City’s consent for any such request shall not be unreasonably withheld.

8. Invoicing; Payment; Service Suspension; Audits.

8.1 Invoicing the City. The City shall invoice and collect from all Residential Units and Municipal Facilities Customers for Services provided by Company pursuant to this Agreement. The City shall report to Company (a) quarterly the total number of addresses subject to this Agreement and that have been billed for Services by the City Company shall invoice the City for the number of addresses that were billed by the City within fifteen (15) days of receiving the City’s address count each month, and the City shall pay Company’s invoices.

8.2 Payment. The City shall pay each of Company’s invoices without offset within twenty (30) days of receipt Company’s invoice. Payments may be made by check or ACH only; no purchasing cards or credit cards will be accepted. City shall pay Company’s invoices in full irrespective of whether or not the City collects from the Customers for such Service. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the City withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.

8.3 Service Suspension.

8.3.1 Unpaid Invoices. If any amount due from the City is not paid within sixty (60) days after the date of Company's invoice, Company may suspend Services until the City has paid its outstanding balance in full and/or terminate this Agreement. If Company suspends Service, the City shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

8.3.2 Suspension at Direction of City. If the City wishes to suspend or discontinue Services to a Customer for any reason, the City shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the City shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. The City shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension of discontinuation of any Services at the direction of the City.

8.4 Audits.

8.4.1 Audit of City Billings. With respect to any Services in which the Company's billing is dependent upon the City's reporting of the number of addresses subject to this Agreement, the City shall perform an audit at least once each year to confirm that all addresses receiving Services under this Agreement are actually being billed by the City and that the City's reporting on such addresses is accurate. The City shall share all findings and documentation with respect to such audits with Company. In addition to the foregoing, Company shall be permitted to conduct its own address counts using manual counts and/or official parcel maps. If at any time Company presents to City data to support that the number of addresses serviced exceeds the number provided by the City, the parties agree to re-negotiate in good faith the number of addresses receiving and paying for services under this Agreement.

8.4.2 Audit of Company Records. The City may request and be provided with an opportunity to audit any relevant and non-confidential records of Company that support the calculations of charges invoiced to the City under this Agreement within the ninety (90) day period before the audit request. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at Company's premises in a manner that minimizes any interruption in the daily activities at such premises.

9. Termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the City shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.

10. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws,

rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment (“**Applicable Law**”). In the event any provision of this Agreement conflicts with an existing ordinance of the City, this Agreement shall control and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.

11. Title. Title to Waste Material shall pass to Company when loaded into Company’s collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.
12. Excluded Waste. If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire waste container that contains the Excluded Waste. In such situations, Company shall contact the City and the City shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and, in Company’s sole discretion, charge the City, depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Company in connection with such Excluded Waste. Subject to the City’s providing all such reasonable assistance to Company, Company shall release City from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.
13. Equipment; Access. Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company’s property. The City shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Company’s handling of the equipment. City and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. The City shall fully reimburse Company for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation, or possession of the equipment by the City or the Customers. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply. Company shall not be responsible for any damages to any property or equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces resulting from Company’s providing the Services under this Agreement.
14. Risk Allocation. Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party’s negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.
15. Insurance. During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers’ Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident

\$1,000,000 policy limit Bodily Injury by Disease
\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage
Combined – Single Limit

\$3,000,000

Coverage is to apply to all owned, non-owned, hired and
leased vehicles (including trailers).

Pollution Liability Endorsement

MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage
Combined – Single Limit

\$2,500,000 each occurrence

\$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least “A-” and a financial size category of at least VII. Upon City’s request, Company shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker’s Compensation policy) except with respect to the sole negligence or willful misconduct of City.

16. Force Majeure. Except for City’s obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party’s reasonable control, including, but not limited to, strikes, riots, terrorist acts, epidemic or pandemic, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company’s service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the City shall negotiate the additional payment to be made to Company. Further, the City shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.
17. Non-Discrimination. Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.
18. Licenses and Taxes. Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the City and by the State.
19. No Guarantees or Liquidated Damages. Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by City.
20. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties, the Parties and any other third party, and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party’s prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without the City’s consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Company or as a collateral

assignment to any lender to Company. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to City under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

City of Panorama Park

Allied Waste Services of Bettendorf//Republic
Services of Bettendorf

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES

1. Waste Material. The following Waste Material shall be considered in scope during the Term of this Agreement:

Municipal Solid Waste (MSW) Bulky Waste
 Yard Waste Construction Debris

2. Definitions.

2.1 Bulky Waste – Furniture and other similar items with weights and/or volumes greater than those allowed for the waste container supplied.

2.2 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.

2.3 Construction Debris – Excess building materials resulting from construction, remodeling, repair or demolition operations.

2.4 Customer – An occupant or operator of any type of premise within the City that is covered by this Agreement and who generates Municipal Solid Waste and/or Recyclable Material, if applicable.

2.5 Disposal Site – A Waste Material depository including, but not limited to, sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.

2.6 Excluded Waste – Excluded Waste consists of Special Waste, Hazardous Waste, and any other material not expressly included within the scope of this Agreement including, but not limited to, any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste.

2.7 Hazardous Waste – Any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Law.

2.8 Industrial Permanent Unit – An industrial premise requiring use of a large container for the collection of its MSW for a continuous term.

2.9 Industrial Temporary Unit – An industrial premise requiring use of a large container for the collection of its Solid Waste on only a temporary basis. Solid Waste collection is generally limited to a specific event or a short-term project.

2.10 Large Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires a waste container that is two (2) yards or larger per collection day for the collection of its Solid Waste.

2.11 Municipal Facilities – Those specific municipal premises as set forth on Exhibit A-1 of this Agreement, if any.

2.12 Municipal Solid Waste (or “MSW”) – Useless, unwanted or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential, commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.

2.13 Residential Unit – Residential Unit means a single family dwelling and any multiple-family dwelling up to and including three separate units. Residential Units shall include a small commercial business producing not more than two containers of solid waste per week.

2.14 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to (a) waste generated by an industrial process or a pollution control process; (b) waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals; (c) waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”); (d) waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes; (e) waste which may contain free liquids and requires liquid waste solidification; (f) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA; (g) asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law; (h) waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA); (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and (j) Municipal Solid Waste that may have come into contact with any of the foregoing.

2.15 Waste Material – All nonhazardous Municipal Solid Waste and, as applicable, Recyclable Material, Yard Waste, Bulky Waste and Construction Debris generated at the Location Types covered by this Agreement. Waste Material does not include any Excluded Waste.

3. Collection Operations.

3.1 Location of Containers, Bags and Bundles for Collection. Each container, bag and bundle containing Waste Material shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, bags and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any container, bag or bundle not so placed or any Waste Material not in a container, bag or bundle.

3.2 Hours of Collection Operations. Collection of Waste Material shall not start before 5:00 A.M. or continue after 8:00 P.M. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Collection routes shall be established by the Company. Company shall submit the Residential Unit and Municipal Facility collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. The Company may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

3.4 Residential Collection. Company shall be obligated to collect no more than 1 containers (or their equivalent) per week from each Residential Unit unless additional containers are subscribed to by the Customer. Recycling is collected every other week.

3.5 Holidays. The following shall be holidays for purposes of this Agreement: New Year’s Day, President’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Company may suspend collection service on any of these holidays, but such decision in no manner relieves Company of its obligation to provide collection service at least once per week.

3.6 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received.

3.7 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity of the Company.

3.8 Disposal. All Waste Material, other than processed Recyclable Material that is marketable, collected within the City under this Agreement shall be deposited at a Disposal Site selected by Company and properly permitted by the State.

3.9 Customer Education. The City shall notify all Customers at Residential Units about set-up, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.

3.10 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

EXHIBIT A-1

SOLID WASTE/RECYCLING PRICING

Weekly Garbage Cart Pricing

Solid Waste

July 1, 2025 through June 30, 2026.....	\$15.50 Per cart
July 1, 2026 through June 30, 2027.....	\$16.28 Per cart
July 1, 2027 through June 30, 2028.....	\$17.09 Per cart
July 1, 2028 through June 30, 2029.....	\$17.94 Per cart
July 1, 2029 through June 30, 2030.....	\$18.84 Per cart

Every other week Recycling cart pricing

July 1, 2025 through June 30, 2026.....	\$5.00 Per cart
July 1, 2026 through June 30, 2027.....	\$5.25 Per cart
July 1, 2027 through June 30, 2028.....	\$5.51 Per cart
July 1, 2028 through June 30, 2029.....	\$5.79 Per cart
July 1, 2029 through June 30, 2030.....	\$6.07 Per cart

Delivery/Removal/Exchange.....\$25