



MidAmerican Energy
Attn: John Clark - DMCC
PO Box 657
Des Moines, IA 50306

March 27, 2020

City of Oskaloosa
Attn: Michael Schrock – City Manager
Michael.schrock@oskaloosaiowa.org

Reference: Electrical distribution to serve new three phase, 2000 amp (1000 kva transformer) at the YMCA at 1521 Green Street in Oskaloosa, Iowa. WMIS: 2803719-Rev 1

Dear Mr. Schrock:

We are pleased to submit the Refundable Advance for Construction Underground Electric Service Extension Proposal for Speculative Use for the above project. This proposal is valid for 90 days and if MidAmerican Energy construction has not commenced within 12 months it may be voided.

Please sign and return the proposal as soon as you are ready to commit to the work. You may withhold payment until 30 days before MidAmerican Energy Company is ready to start the work. In the meantime, please keep me informed of your schedule. After we have received your payment, we will sign and return a copy of the proposal for your records.

If you have any questions, please call me at (515)242.3918.

Sincerely,
MidAmerican Energy Company

A handwritten signature in black ink that reads "John Clark". The signature is written in a cursive, slightly slanted style.

John Clark
Customer Project Coordinator

Enclosures

MIDAMERICAN ENERGY COMPANY

REFUNDABLE ADVANCE FOR CONSTRUCTION UNDERGROUND ELECTRIC DISTRIBUTION EXTENSION PROPOSAL FOR SPECULATIVE USE – WMIS: 2803719 revision 1

MidAmerican Energy Company, an Iowa corporation and City of Oskaloosa, Iowa ("Applicant"), agree as follows:

1. MidAmerican Energy Company will extend its electric lines underground to serve a new 2000 amp three phase YMCA at 1521 Green Street in Oskaloosa, Iowa as shown on the attached drawings.
2. MidAmerican Energy Company will furnish the necessary labor and materials required to fulfill its undertaking, as specified above, and will commence such work as soon as reasonable and practicable after the execution of this Proposal and receipt of Applicant's cash deposit indicated below, and will prosecute such work to completion with reasonable diligence.
3. In consideration of the receipt of a payment in the amount of \$53,482.53 which is a refundable Advance for Construction, MidAmerican Energy Company agrees to construct necessary electric facilities as set forth above. Please submit payment with Applicant's signed acceptance of this Proposal. If MidAmerican Energy Company is caused by Applicant to work during the winter construction season, Applicant agrees to pay in cash an additional sum of \$4.96 per trench foot as a refundable Advance for Construction for all required trenching.
4. The Advance for Construction shall be subject to refund by MidAmerican Energy Company to Applicant based upon the following terms and conditions:
 - a. Advances shall not accrue interest and shall be subject to refund from the date of original advance payment. This will span a six-year period at the rate of fifty percent (50%) of the annual metered electric service bill of the above Applicant.
 - b. If additional customers are connected to the above described line extension, the above Applicant shall receive refunds equal to three times estimated base revenue for each additional new customer to the extent the base revenue exceeds the additional distribution construction costs incurred by MidAmerican Energy Company. Base revenue shall be estimated annual kilowatt hours based on similarly situated customers, less the cost of fuel.

- c. Refunds shall be made on the anniversary date of the original advance payment or sooner at the option of MidAmerican Energy Company.
 - d. Revenue for un-metered private lighting shall not be included in any refund.
 - e. No refunds shall be made for revenue received after six (6) years from the date of the original advance payment.
 - f. Never shall the total of refunds exceed the refundable portion of the payment stated above.
 - g. No refunds shall be made for customers served from a further extension of the above described electric line extension.
5. Except as may hereinafter be provided, MidAmerican Energy Company shall:
- a. Not tamp the backfill. Applicant agrees to indemnify and hold MidAmerican Energy Company harmless from any and all damages that may result from the non-tamping of backfill operations conducted by MidAmerican Energy Company. In case any action is brought against MidAmerican Energy Company, or any of its agents or employees, relative to such backfill operations, the Applicant shall assume full responsibility for the defense thereof. Upon failure to do so on proper notice, MidAmerican Energy Company reserves the right to defend such action and charge all costs to the Applicant provided, however, that nothing herein shall be construed as an assumption of liability by the Applicant for damages and claims attributable to MidAmerican Energy Company negligence.
6. Applicant shall provide, without cost to MidAmerican Energy Company, such easements as are necessary and incidental to such installation and use of MidAmerican Energy's facilities on private property within the area served. If a 3rd party easement is required any cost associated in obtaining the easement will be paid by the applicant.
7. Applicant shall be responsible for complying with all aspects of compliance as required by any local, state, or federal permit or plan associated with storm water pollution prevention or erosion control. It is specifically understood and agreed that MidAmerican Energy Company is providing the service requested by the Applicant solely for the Applicant. MidAmerican Energy Company will not become or agree to become a co-permittee or operator for the purpose of applicants' compliance with any local, state or federal permit or plan associated with storm water pollution prevention or erosion control.

8. Applicant shall be responsible for locating and marking all privately owned systems such as water services, culverts, irrigation systems, drain pipes, septic lines, and underground wiring before MidAmerican Energy Company's construction.
9. It is specifically understood and agreed that any distribution systems, or other facilities constructed or installed by MidAmerican Energy Company under terms of this Proposal shall remain the sole property of MidAmerican Energy Company and MidAmerican Energy Company shall determine, as its own judgment indicates, the manner and method of utilization thereof and to extend the same or connect other facilities there to and serve other customers there from as it shall see fit, subject only to such obligations as MidAmerican Energy Company shall have assumed in this Proposal; and no other person shall have any right, title, interest or claim, in or to the said distribution system or other facilities by virtue of any provision of this Proposal.
10. Applicant shall furnish, install, own and maintain all 4-inch ducts as shown on attached prints. All ducts shall be black w/red stripe or grey in color, PVC type schedule 40 or schedule 40 HDPE coil-able. Applicant shall install ducts a minimum of forty-two (42) inches and a maximum of forty-eight (48) inches below finish grade with capped and staked ends and equipped with pull wires. MidAmerican Energy Company will provide marker balls for the duct ends. These are available at MidAmerican Energy Company's storeroom. Applicant is responsible for correct placement and depth of conduit. **Note: No more than ten (10) conduits allowed within the secondary compartment of the transformer pad.**

Proposed this 27th day of March, 2020.

MIDAMERICAN ENERGY COMPANY

By: _____

Title: _____

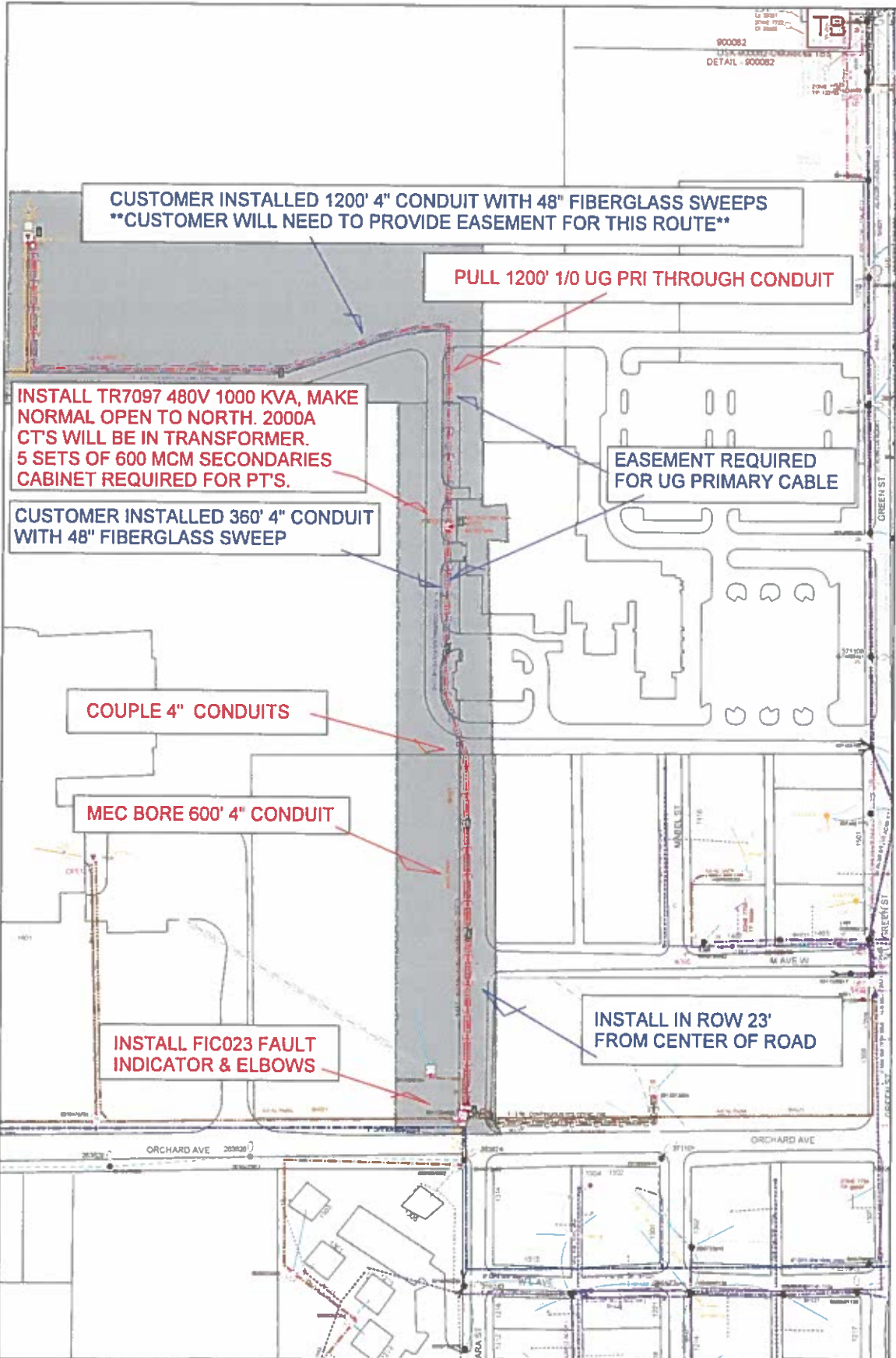
Accepted this _____ day of _____, 2020.

APPLICANT:

By: Michael Schrock

Date: APRIL 20, 2020

Title: CITY MANAGER



900082
 DETAIL - 900082

MidAmerican Energy
 Cust: OSKALOOSA YMCA
 Addr: Green
 City: OSKALOOSA

X = 1869754 Y = 478181

WMS_REV-2803719-1
 Date: 1/20/2020
 Scale: 1 in = 150 ft
 Designer: SANDIFER, JASON W

Job Desc: UG electrical distribution to serve new YMCA Please see files under red paper clip - JRC

DISCLAIMER OF LIABILITY
 NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.