

Agenda
City of Elk Run Heights
Closed Session Council Meeting February 11, 2020 – 5:30 p.m.
Regular Council Meeting February 11, 2020 - 6:00 p.m.
Located at Eddis Winstead Council Chambers

AMENDED

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Approval of the February 11, 2020 Agenda
5. Council to enter into closed session pursuant to Iowa Code Chapter 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is eminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation
6. Take action on offer
7. Council to enter into closed session pursuant to Chapter 21.5 (1) (j) of the Iowa code: To discuss the sale of property
8. Action following closed section if warranted
9. Approval of Consent Agenda - All items listed on the consent agenda will be enacted by one motion. *There will be no separate discussion unless a request is made prior to the time the council votes on the motion.*
 - a. Approve the January 7, 2020 regular meeting minutes, January 14, 2020 special meeting minutes, January 16, 2020 special meeting minutes and January 29, 2020 special meeting minutes
 - b. City Clerk's Reports as of January 31, 2020: Budget Report, Treasurer's Report, Fund Report, Revenue and Expenditure Reports and Investment Report.
 - c. Approval of Building Inspection, Library, Police and Sewer Department reports
10. **Appointment of the Library Board** – Appointed by Mayor/Approved by Council
Debra Peterson – Finishing current term which is expiring 06/30/2021

Appointment of Planning and Zoning – Appointed by Mayor/Approved by Council
Brenda Miller – term expiring 01/01/2025
11. Resolution 2990 authorizing the payment of bills and transfer
12. Public Hearing for Max Levy Rate for FY21 Budget
13. Resolution 2991 approving the Max Levy Rate for FY21 Budget
14. Resolution 2992 setting date of public hearing for March 10, 2020 for approving FY2021 Budget
15. Resolution 2993 approving transfer of Inter fund transfers
16. Resolution 2994 approving signatories for First Security Bank

17. Resolution 2995 authorizing the City Clerk to publish the employee and elected official's wages for the 2019 Calendar year
18. Resolution 2996 approving the Law Enforcement 28E Agreement with the City of Evansdale for FY21
19. Resolution 2997 approving 28E with the City of Evansdale for Animal Control Services
20. Resolution 2998 approving transfer of funds from Local Option Sales Tax to Mayors Park Project for engineering fees
21. Request from Mayor to pay Veracity Excavating to mow and mulch trees in drainage area on the East side of Elk Run Road and the North side of Dubuque Road in an amount not to exceed \$4,800.00
22. Request from Mayor to have Hawkeye Alarm install video camera security at City Hall for an amount not to exceed \$2746.00
23. Request from PeopleService to install Omni Sites at the 4 lift stations in an amount not to exceed \$8,071.68
24. Request from PeopleService to get equipment pump at plant repaired by Quality Pump & Control of Mason City, Iowa, in an amount not to exceed 2,413.45
25. Discussion: Sump Pump program
26. Discussion: Personnel Policy
27. Discussion: Updates to the Elk Run Heights Municipal Code:
 - Samples B – D - Page 53 - I am including our standard animal chapter and dangerous and vicious animal chapter. They can be used as a reference as the City develops a new process. We can add the City limit of household to 5 animals. We understand the City is developing a new animal control process. The sample chapters can be used as a reference.
 - Page 59 – Animal Fighting – Our Council has advised us to only include items that are simple misdemeanors. For that reason, we intend to delete this section.
 - Sample E - Page 69-72 Show our starting point for the nuisance chapter. The current nuisance chapter will be divided into topics – nuisances defined by Iowa Code, junk vehicles, dangerous buildings. Which items listed need to be included in the new code? We will update language and may move content.
 - Sample F - Page 72.3 – Weeds and Grass – Would the City like to use the sample?
 - Page 72.4 – Dutch Elm Disease would be part of Chapter 50, not a separate chapter.
28. Motion to approve City wide garage sales to be held June 5, 6, 7th
29. Public discussion: Non-agenda items - *Please limit the time used to no more than three minutes to present your remarks in order to allow others the opportunity to speak. The Order of Business is at the discretion of the Mayor.*

30. Mayors/Council/Engineer Reports

31. Adjournment

Agenda
City of Elk Run Heights
Special Council Meeting
Eddis Winstead Council Chambers
January 7, 2020 6:00 p.m.

Mayor Lundy called the meeting to order at 6:00 pm. All present recited the Pledge of Allegiance. Roll call of Council Members: Present –Smock, Ratchford, Wilson, Bass and Sallis. Quorum present.

Ratchford/Bass motion to approve the January 7, 2020 Agenda.

Wilson/Ratchford to enter into closed session at 6:01 p.m. pursuant to Chapter 21.5 (1) (j) of the Iowa code: To discuss the sale of property. Ayes-Five. Motion carried. Ratchford/Wilson motion to close out of closed session at 6:28 p.m. Ayes-Five. Motion carried.

Ratchford/Smock motion to Accept offer on Elk Run Third Addition Lot 1 contingent on modifications and resolution to the covenants and restrictions allowing for a Recreational Vehicle to be parked on a concrete or asphalt surface not viewable from the street. Aye-Five. Motion carried.

Ratchford/Bass to enter into closed session at 6:30 pursuant to Iowa Code Chapter 21.5(1)(c) to discuss strategy with counsel and matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice to disadvantage the position of the governmental body in that litigation. Ayes-Five. Motion carried. Ratchford/Smock motion to close out of closed session at 6:36 p.m. Ayes-Five. Motion carried.

Ratchford/Wilson to approved place on the Agenda a resolution authorizing the City Attorney Prendergast to take action on 100 Toneff pursuant Iowa Code Chapter 657 (a). Ayes-Five. Motion carried.

FY2021 Budget Workshop: City Clerk Eastman went over the revenue amounts and estimations with Council. Eastman explained she planned to go through the misc. revenue account and see if there are any items that reoccur enough to create a G/L for those items to lower the revenues on that line. Eastman asked Councilor Smock to provide the numbers for grants for the park's projects. Smock will do some looking to get those exact numbers. After running through the worksheet Councilor Bass asked what the total revenues budget will be. Eastman responded that it will be figured out by the next budget meeting.

Bass/Ratchford motion adjournment at 7:17 p.m. Ayes-Five. Motion carried.

Attest:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

City of Elk Run Heights
Regular Council Meeting
Eddis Winstead Council Chambers
January 14, 2020 6:00 p.m.

Mayor Lundy called the meeting to order at 6:00 pm. All present recited the Pledge of Allegiance. Roll call of Council Members: Present – Sallis, Smock, Ratchford, Wilson, and Bass. Quorum present.

Ratchford/Smock motion to approve the January 14, 2020 Agenda. Ayes-Five. Motion carried.

Ratchford/Schellhorn to approve the following items on the January 14, 2020 consent agenda a. Approve the December 10, 2019 regular meeting minutes as amended b. City Clerk's Reports as of December 31, 2019: Budget Report, Treasurer's Report, Fund Report, Revenue and Expenditure Reports and Investment Report c. Approval of Building Inspection, Library and Police Department reports. Roll call vote: Ayes-Five.

Ratchford/Wilson to approve resolution 2984 authorizing the payment of bills and transfer. Roll call vote: Ayes-Five.

Wilson/Ratchford to approve the appointment of Lisa Smock as Mayor Pro Tem. Ayes-Five. Motion carried.

Wilson/Smock to approve the appointment of Julie Eastman as City Clerk. Ayes-Five. Motion carried.

Bass/Smock to approve the appointment of Paul Wurtz to the Planning and Zoning Board. Ayes-two. Nays-Wilson, Sallis, Ratchford. Motion failed.

Smock/Ratchford to table resolution 2985 approving amended Elk Run Third Addition Covenants and Restrictions. Roll call vote: Ayes-five.

Ratchford/Wilson to approve resolution 2986 approving signatories at First Security Bank. Roll call vote: Ayes-five.

Smock/Wilson to approve resolution 2987 adopting final assessment schedule for the City's Gilbertville Road water main improvements from Plaza Drive to Young Road project and amending, confirming and levying the assessments. City Engineer Mike Dryden explained we have the final assessment scheduled and the resolution complete and it is a little less than expected. Councilor Ratchford asked if Road Ranger had previously stated they would contribute up to \$25,000. Dryden responded yes. Councilor Wilson asked if Road Ranger had stated they would write a check upfront. Dryden responded that would be his expectation and explained there will be a process to get the final assessments filed with Black Hawk County. Dryden explained that the assessments will be collected over a 10-year span and there will be a 3% interest rate added to the claim portion. Roll call vote: Ayes-five.

Ratchford/Wilson to approve resolution 2988 setting the date of Public Hearing for maximum property tax levy rate for February 11, 2020. Roll call vote: Ayes-five.

Wilson/Ratchford to approve resolution 2989 authorizing City Attorney to proceed with Chapter 657A proceedings against real estate property located at 100 Toneff Drive, Elk Run Heights, Black Hawk County, Iowa. Roll call vote: Ayes-five.

Discussion/Possible action: Drilling lines to the wastewater plant for internet access in an amount not to exceed \$3,200. Mayor Lundy explained the City had tried to get Mediacom to put the lines in at no cost, but it was to no avail. Councilor Wilson questioned if the cost would be split with Raymond. City Clerk Eastman

confirmed it would be a split. There were questions on how the plant was obtaining internet access now. Eastman explained there is a hotspot through TMobile, but with the new plant being put in, it would be required to have these lines to run the controls. Councilor Bass asked why we need to do this now if we are 2 years away from having the new plant. Lundy stated PeopleService needs it out there and they will be maintaining that monthly bill thereafter. Wilson/Ratchford motion to approve conditioned on there being no additional charges for the lines when the new plant goes live. Ayes-Five. Motion carried.

Ratchford/Smock to approve request from City Clerk to change regular meetings to 6:00 p.m. Ayes-Five. Motion carried.

Mayors/Council/Engineer Reports: Councilor Bass asked when the stop light on Dubuque Road will be fixed. Mayor Lundy stated we received a quote from the City of Waterloo, and it is going to cost in the \$20,000 range and the people who hit it do not have insurance. City Attorney Prendergast suggested we make a claim with our insurance company. Councilor Ratchford questioned why it was \$13,000 the last time it was hit and fixed. City Clerk Eastman explained the camera was destroyed in this incident. Councilor Smock stated she saw on the reports that there are 11 CD's maturing this fiscal year and would like to see if there is a more effective way to invest those funds rather than letting them roll over. She said that she would talk to her investor and see what they suggest. Lundy added that the vehicle replacement CD's that are maturing can be used to pay for the tractor that was bought out of the park's fund. Lundy asked Smock for an update on the park meeting they recently held. Smock stated they talked about different grants and approved the flyer for donation requests and will send a copy to the council members. Lundy stated she had met with City of Evansdale, Mayor Beatty, and it had been stated the fencing was going to cost \$40,000. Smock responded they met with the architects and they will be getting new numbers because the park was going to be down sized. Smock also mentioned there will be Park Committee meeting on January 27, 2020 at 6:00 at City Hall. Councilor Bass asked how things were working out with PeopleService so far. Lundy stated good. City Clerk Eastman feels things were going very well and they are getting closer to having someone hired for our City.

Ratchford/Bass motion at 6:40 p.m. to take a break while waiting for City Engineer Mike Dryden. Ayes-Five. Motion carried.

Ratchford/Smock motion at 6:45 p.m. to enter back into meeting. Ayes-Five. Motion carried. Mayor Lundy asked City Engineer Mike Dryden for an update on the trail project. Dryden responded they have completed the survey's and the trails are horizontally laid out, they are in the process of filing the elevations which will allow them to do the bridge, the wetlands were completed before Christmas, and he is anticipating the borings soon. Councilor Smock stated at the Park Committee Meeting it was discussed to make the dog park smaller thus changing the layout of the trail. Dryden pointed out that the biggest thing on that side of the park is getting the elevations correct to get the trail up to Lafayette Road, which is the most difficult part. Councilor Bass stated he had been contacted by a resident on Marie Avenue stating they had low water pressure. Lundy responded we will have PeopleService contact them. Lundy asked Police Chief Dean about a vehicle that was called in. Dean got the details and will look into it.

Bass/Ratchford motion to adjourn at 6:56. Ayes-Five. Motion carried.

Attest:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

City of Elk Run Heights
Budget Workshop Council Meeting
Eddis Winstead Council Chambers
January 16, 2020 – 6:00 p.m.

Mayor Lundy called the meeting to order at 6:00 pm. All present recited the pledge of Allegiance. Roll call of Council Members: Present: Smock, Ratchford, Wilson, and Bass. Absent: Sallis. Quorum present.

Ratchford/Smock to approve January 16, 2020 agenda. Ayes-Four. Motion carried.

FY2021 Budget Workshop: The council discussed a 3% increase in police, fire/ambulance services and emergency management services. Council discussed the option of having the City of Evansdale do animal control. City Clerk Eastman stated she would look into it. The library contract was estimated at 3% as well. It was clarified that the City will still have part time Road Use and Parks employee. Council agreed to bring forward the \$40,000 from FY19 budget, the \$40,000 from FY20 and \$50,000 for the current budget for Parks Improvements totaling \$130,000. Eastman explained she will be moving those dollars from the General Fund and making Capital Projects Funds for those improvements. There was discussion regarding Christmas decorations and updating them. Eastman explained she thought it was due to the outlets on the light poles not working. It was agreed to use the remainder of this year's funds to look into fixing the outlets. It was discussed that there are some Road Use estimates that aren't included that will need to be determined. Council discussed finishing up some repairs on few streets and transferring any funds left over into the next budget for the Gilbertville/Lafayette Road reconstruction which is scheduled to be done in the next two years. It was decided to purchase a new generator this FY with the \$25,000 unexpended amount and to budget \$30,000 for the next FY. Council then discussed the transfer in/out accounts and agreed to discuss them further at the next Budget Workshop.

Bass/Ratchford motion to adjourn at 7:48 p.m. Ayes-Four. Motion Carried.

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

City of Elk Run Heights
Budget Workshop Council Meeting
Eddis Winstead Council Chambers
January 29, 2020 – 6:00 p.m.

Mayor Lundy called the meeting to order at 6:00 pm. All present recited the pledge of Allegiance. Roll call of Council Members: Present: Ratchford, Wilson, Bass, Sallis and Smock. Quorum present.

Wilson/Ratchford to approve January 29, 2020 agenda. Ayes-Five. Motion carried.

FY2021 Budget Workshop: City Clerk Eastman reviewed the changes that were discussed at the January 16th budget workshop. Council then discussed some new equipment for road use that Thomas James is requesting. It was decided to purchase the snow blower and the bucket this fiscal year and the mower will be budgeted for FY21. Council proceeded to discuss the options for animal control. Eastman presented an offer received from the City of Evansdale for 24/7 services and it would be \$2,284.00. It was agreed to change the wording to the wording of the average calls, but to move forward with it presenting to the councils. Continuing Council reviewed the employee evaluations and determined to approve a 2.5% wage increase. Upon reviewing the grants for the park's projects, it was decided to add \$5,000.00 for a possible gaming grant. Councilor Smock asked about budgeting for security cameras. Eastman stated she has a grant to fill out from ICAP for \$1,000.00 and the estimates will be on the February Agenda. Eastman informed Council that one of the Wastewater Treatment Plant CD's for over \$100,000.00 is maturing and need to consider the options. Council asked Eastman to investigate the rates and see what will bring in the most interest while waiting for the project to become underway.

Ratchford/Smock motion to adjourn at 7:01 p.m. Ayes-Five. Motion Carried.

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

BUDGET REPORT
CALENDAR 1/2020, FISCAL 7/2020

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
001-110-6413	EVANSDALE POLICE DEPARTMENT	46,721.00	11,680.25	35,040.75	75.00	11,680.25
001-130-6413	BH CO EMERGENCY MGMT/NIRC	1,554.00	.00	2,053.83	132.16	499.83-
001-150-6499	FIRE CONTRACT	37,780.00	9,164.99	27,494.97	72.78	10,285.03
001-170-6010	WAGES - BUILDING INSPECTOR	15,000.00	22.91	4,722.38	31.48	10,277.62
001-170-6110	FICA - BUILDING INSPECTIONS	1,150.00	1.75	361.27	31.41	788.73
001-170-6130	IPERS - BUILDING INSPECTIONS	1,416.00	2.16	445.81	31.48	970.19
001-170-6150	GROUP INSURANCE	.00	.00	.00	.00	.00
001-170-6151	VISION INSURANCE	.00	.00	.00	.00	.00
001-170-6155	LIFE INSURANCE	.00	.00	.00	.00	.00
001-190-6413	HUMANE SOCIETY	500.00	30.00	150.00	30.00	350.00
001-190-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00	.00
001-190-6507	OPERATING SUPPLIES	80.00	.00	64.50	80.63	15.50
001-199-6371	SENTRY LIGHTS	1,300.00	206.94	849.68	65.36	450.32
001-299-6710	CAP OUTLAY - VEHICLES	.00	.00	.00	.00	.00
001-410-6413	LIBRARY CONTRACT	10,656.00	2,664.05	5,328.10	50.00	5,327.90
001-430-6010	WAGES - PARKS - FT	13,838.00	1,930.72	9,029.58	65.25	4,808.42
001-430-6020	WAGES - PARKS	3,300.00	.00	1,937.02	58.70	1,362.98
001-430-6021	WAGES - PARKS - PT	4,100.00	.00	1,048.80	25.58	3,051.20
001-430-6110	FICA - PARKS	1,314.00	145.56	904.18	68.81	409.82
001-430-6130	IPERS - PARKS	2,000.00	117.75-	1,121.47	56.07	878.53
001-430-6150	GROUP INSURANCE	4,500.00	301.25	2,392.80	53.17	2,107.20
001-430-6151	VISION INSURANCE	35.00	2.39	12.96	37.03	22.04
001-430-6155	LIFE INSURANCE	100.00	.00	.00	.00	100.00
001-430-6505	PARK EQUIPMENT	73,307.00	.00	60,412.41	82.41	12,894.59
001-430-6507	OPERATING SUPPLIES	5,000.00	29.97	3,826.08	76.52	1,173.92
001-430-6599	OTHER SUPPLIES	100.00	2.00	4,522.34	4,522.34	4,422.34-
001-460-6310	COMM RM REPAIR/MAINT	2,000.00	320.39	1,456.34	72.82	543.66
001-499-6599	MISC EXPENSE - CELEBRATION	.00	.00	.00	.00	.00
001-510-6413	PARTNER IN EDUCATION	500.00	.00	.00	.00	500.00
001-510-6490	CHRISTMAS DECORATIONS	2,500.00	200.00	366.11	14.64	2,133.89
001-510-6599	TREES FOREVER	2,000.00	.00	4,528.00	226.40	2,528.00-
001-540-6490	COMP PLAN	.00	.00	.00	.00	.00
001-610-6010	WAGES - MAYOR/COUNCIL	12,000.00	.00	7,250.00	60.42	4,750.00
001-610-6110	FICA - MAYOR/COUNCIL	950.00	.00	554.63	58.38	395.37
001-610-6130	IPERS - MAYOR/COUNCIL	.00	.00	.00	.00	.00
001-610-6150	GROUP INSURANCE	.00	.00	.00	.00	.00
001-610-6151	VISION INSURANCE	.00	.00	.00	.00	.00
001-620-6010	WAGES - CLERK	41,300.00	7,250.41	32,686.15	79.14	8,613.85
001-620-6020	WAGES - DEPUTY CLERK	7,000.00	905.63	3,496.91	49.96	3,503.09
001-620-6110	FICA - CLERK	3,700.00	416.27	2,127.09	57.49	1,572.91
001-620-6130	IPERS - CLERK	4,575.00	213.68	2,652.40	57.98	1,922.60
001-620-6150	GROUP INSURANCE	14,596.00	1,473.22	7,716.31	52.87	6,879.69
001-620-6151	VISION INSURANCE	75.00	12.89	91.11	121.48	16.11-
001-630-6413	ELECTION EXPENSES	1,300.00	500.00	500.00	38.46	800.00
001-640-6401	AUDITING/ACCOUNTING	1,200.00	16,274.03	16,274.03	1,356.17	15,074.03-
001-640-6411	LEGAL - ATTORNEY	15,000.00	4,319.00	11,994.75	79.97	3,005.25
001-640-6414	CODIFICATION	1,500.00	.00	1,500.00	100.00	.00
001-650-6310	BUILDING REPAIR/MAINT	2,000.00	32.00	1,599.68	79.98	400.32
001-650-6505	OFFICE EQUIPMENT	2,120.00	.00	1,931.26	91.10	188.74
001-660-6408	INSURANCE	20,000.00	.00	7,582.00	37.91	12,418.00
001-699-6010	WAGES - GENERAL GOV - FT	2,563.00	287.92	1,471.07	57.40	1,091.93

BUDGET REPORT
CALENDAR 1/2020, FISCAL 7/2020

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
001-699-6110	FICA - GENERAL GOVERNMENT	159.00	21.73	110.11	69.25	48.89
001-699-6130	IPERS - GENERAL GOVERNMENT	242.00	27.18	139.07	57.47	102.93
001-699-6150	GROUP INSURANCE	1,000.00	869.31	6,557.52	655.75	5,557.52-
001-699-6151	VISION INSURANCE	5.00	.34	1.70	34.00	3.30
001-699-6155	LIFE INSURANCE	150.00	.00	.00	.00	150.00
001-699-6210	DUES	2,000.00	.00	1,515.50	75.78	484.50
001-699-6230	TRAINING	2,000.00	.00	2,981.67	149.08	981.67-
001-699-6240	MEETINGS/CONFERENCES	800.00	.00	2,306.93	288.37	1,506.93-
001-699-6371	UTILITIES	2,200.00	496.13	1,384.40	62.93	815.60
001-699-6373	TELEPHONE/COMMUNICATIONS	1,300.00	84.30	577.36	44.41	722.64
001-699-6407	ENGINEERING (MONTHLY PAYMENT)	900.00	75.00	4,140.00	460.00	3,240.00-
001-699-6414	PUBLISHING	3,000.00	461.44	1,762.65	58.76	1,237.35
001-699-6419	TECHNOLOGY SERVICES	6,280.00	1,316.50	11,793.42	187.79	5,513.42-
001-699-6491	SAFETY TRAINING	580.00	.00	683.34	117.82	103.34-
001-699-6499	CONTRACTUAL SERV (COPIER)	1,500.00	74.88	598.65	39.91	901.35
001-699-6505	OTHER EQUIPMENT	.00	.00	.00	.00	.00
001-699-6506	OFFICE SUPPLIES	2,000.00	150.15	1,666.68	83.33	333.32
001-699-6508	POSTAGE	1,200.00	.00	208.50	17.38	991.50
001-699-6599	MISC SUPPLIES	5,000.00	64.34	5,191.91	103.84	191.91-
001-699-6725	CAP OUTLAY-OFFICE EQUIP	.00	.00	.00	.00	.00
001-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
001-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
005-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
005-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
110-210-6010	WAGES - ROAD USE - FT	25,625.00	3,370.28	16,384.82	63.94	9,240.18
110-210-6020	WAGES - ROAD USE	3,300.00	.00	1,937.06	58.70	1,362.94
110-210-6030	WAGES - ROAD USE - PT	6,000.00	420.00	1,411.48	23.52	4,588.52
110-210-6110	FICA - ROAD USE	2,649.00	286.29	1,482.35	55.96	1,166.65
110-210-6130	IPERS - ROAD USE	3,269.00	57.80	1,850.05	56.59	1,418.95
110-210-6150	GROUP INSURANCE	6,800.00	555.55	4,360.85	64.13	2,439.15
110-210-6151	VISION INSURANCE	58.00	4.09	21.46	37.00	36.54
110-210-6155	LIFE INSURANCE	265.00	.00	.00	.00	265.00
110-210-6181	UNIFORM ALLOWANCE	300.00	.00	.00	.00	300.00
110-210-6310	BUILDING REPAIR/MAINT	5,000.00	19.97	567.30	11.35	4,432.70
110-210-6331	FUEL	3,000.00	185.62	1,991.18	66.37	1,008.82
110-210-6332	VEHICLE REPAIRS	3,000.00	6.69	2,970.04	99.00	29.96
110-210-6371	UTILITIES	1,500.00	303.30	641.58	42.77	858.42
110-210-6373	TELEPHONE/COMMUNICATIONS	480.00	40.00	280.00	58.33	200.00
110-210-6375	EQUIPMENT SUPPORT	.00	.00	.00	.00	.00
110-210-6408	INSURANCE	.00	.00	.00	.00	.00
110-210-6417	STREET MAINTENANCE - REPAIRS	10,000.00	.00	13,222.16	132.22	3,222.16-
110-210-6491	SAFETY TRAINING	580.00	.00	683.34	117.82	103.34-
110-210-6504	SHOP EQUIPMENT	28,307.00	175.99	5,583.98	19.73	22,723.02
110-210-6507	STREET MAINTENANCE SUPPLIES	10,000.00	557.13	11,285.04	112.85	1,285.04-
110-210-6599	MISCELLANEOUS SUPPLIES	100.00	8.98	113.95	113.95	13.95-
110-230-6371	STREET LIGHTS	10,000.00	1,776.23	7,111.76	71.12	2,888.24
110-240-6371	TRAFFIC SIGNAL	400.00	80.84	311.46	77.87	88.54
110-240-6413	WATERLOO MONTHLY TRAFFIC CONTR	2,630.00	.00	1,347.10	51.22	1,282.90
110-250-6332	SNOW PLOW REPAIR	2,000.00	.00	.00	.00	2,000.00
110-250-6507	SNOW REMOVAL SUPPLIES	10,000.00	.00	7,773.66	77.74	2,226.34
110-260-6407	ENGINEERING	10,000.00	.00	2,887.05	28.87	7,112.95

BUDGET REPORT
CALENDAR 1/2020, FISCAL 7/2020

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
110-910-6910	TRANSFER OUT	.00	.00	10,012.18	.00	10,012.18-
110-910-6911	TRANSFER OUT - TIF	.00	.00	8,532.99	.00	8,532.99-
110-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
121-910-6910	TRANSFER OUT	140,000.00	.00	12,523.38	8.95	127,476.62
121-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
125-910-6911	TRANSFER OUT - TIF	30,337.00	.00	.00	.00	30,337.00
125-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
200-210-6801	PRINCIPAL - PLAZA DRIVE	.00	.00	.00	.00	.00
200-210-6851	INTEREST - PLAZA DRIVE	.00	.00	.00	.00	.00
200-210-6899	BOND REGISTRATION FEES	.00	.00	.00	.00	.00
200-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
200-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
300-210-6407	ENGINEERING - STREET PROJECT	10,000.00	.00	.00	.00	10,000.00
300-210-6499	STREET CONTRACTUAL SERV	120,000.00	.00	81,967.48	68.31	38,032.52
300-750-6499	CONTRACTUAL SERV	.00	.00	.00	.00	.00
300-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
300-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
301-750-6407	ENGINEERING	.00	.00	.00	.00	.00
301-750-6411	LEGAL	.00	.00	.00	.00	.00
301-750-6499	CONTRACTUAL SERV-TRAILER COURT	.00	.00	.00	.00	.00
301-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
301-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
302-750-6407	ENGINEERING	.00	.00	.00	.00	.00
302-750-6411	LEGAL	.00	.00	.00	.00	.00
302-750-6499	CONTRACTUAL SERV - PLAZA DR	.00	.00	.00	.00	.00
302-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
302-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
303-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
303-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
304-210-6413	PAYMENTS - EVANSDALE	.00	.00	.00	.00	.00
304-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
304-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
305-750-6407	ENGINEERING	325,000.00	.00	12,215.00	3.76	312,785.00
305-750-6499	OTHER CONTRACTUAL SERV	240,000.00	2,162.50	35,703.35	14.88	204,296.65
305-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
305-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
306-430-6407	ENGINEERING	.00	.00	.00	.00	.00
306-430-6411	LEGAL	.00	.00	.00	.00	.00
306-430-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00	.00
306-430-6505	OTHER EQUIPMENT	.00	.00	.00	.00	.00
306-430-6507	OPERATING SUPPLIES	.00	.00	.00	.00	.00
306-430-6910	TRANSFER OUT	.00	.00	.00	.00	.00
306-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
306-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
307-210-6407	ENGINEERING	.00	.00	.00	.00	.00
307-210-6411	LEGAL	.00	.00	.00	.00	.00
307-210-6417	STREET MAINTENANCE	.00	.00	.00	.00	.00
307-210-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00	.00
307-210-6507	OPERATING SUPPLIES	.00	.00	.00	.00	.00
307-210-6761	CAP OUTLAY - STREETS	.00	.00	.00	.00	.00
307-210-6790	STREETS - NEW ROADWAY	.00	.00	.00	.00	.00

BUDGET REPORT
CALENDAR 1/2020, FISCAL 7/2020

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
6307-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
6307-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
6600-610-6499	OTHER CONTRACTUAL SERV	236,632.00	.00	136,021.15	57.48	100,610.85
6600-810-6010	WAGES - WATER - FT	6,600.00	252.01	5,224.61	79.16	1,375.39
6600-810-6011	WAGES - WATER - CLERK	2,500.00	150.80	454.35	18.17	2,045.65
6600-810-6020	WAGES - WATER	2,460.00	84.69	1,267.84	51.54	1,192.16
6600-810-6021	WAGES - WATER - PT	5,000.00	905.62	3,496.84	69.94	1,503.16
6600-810-6022	WAGES - WATER	3,075.00	349.60	1,449.31	47.13	1,625.69
6600-810-6110	FICA - WATER	1,550.00	121.78	872.88	56.31	677.12
6600-810-6130	IPERS - WATER	1,886.00	149.73-	1,054.32	55.90	831.68
6600-810-6150	GROUP INSURANCE	2,500.00	170.37	1,134.37	45.37	1,365.63
6600-810-6151	VISION INSURANCE	25.00	.72	11.22	44.88	13.78
6600-810-6155	LIFE INSURANCE	60.00	.00	.00	.00	60.00
6600-810-6230	TRAINING	200.00	.00	210.00	105.00	10.00-
6600-810-6332	VEHICLE REPAIRS	500.00	.00	.00	.00	500.00
6600-810-6350	REPAIR MAINT - WATER MAIN	10,000.00	3,087.50	5,741.30	57.41	4,258.70
6600-810-6373	TELEPHONE/COMMUNICATIONS	750.00	124.29	377.30	50.31	372.70
6600-810-6375	EQUIPMENT SUPPORT	2,100.00	.00	62.50	2.98	2,037.50
6600-810-6413	WATER - WATERLOO	58,368.00	3,225.03	33,612.67	57.59	24,755.33
6600-810-6418	SALES TAX EXPENSE	7,200.00	2,013.00	3,960.00	55.00	3,240.00
6600-810-6419	TECH SERVICES - ANNUAL SUPPORT	2,100.00	.00	.00	.00	2,100.00
6600-810-6490	IOWA ONE CALL	200.00	9.45	89.55	44.78	110.45
6600-810-6497	BANK SERVICE CHGS	.00	.00	.00	.00	.00
6600-810-6498	DEPOSIT REFUNDS - WATER	1,000.00	.00	474.48	47.45	525.52
6600-810-6499	TESTS/PERMITS	1,500.00	50.00	1,874.27	124.95	374.27-
6600-810-6505	WT METERS/WT EQUIPMENT	2,000.00	.00	4,986.61	249.33	2,986.61-
6600-810-6506	OFFICE SUPPLIES	300.00	.00	167.72	55.91	132.28
6600-810-6508	POSTAGE	1,100.00	.00	91.65	8.33	1,008.35
6600-810-6599	OTHER SUPPLIES	500.00	34.68	1,567.03	313.41	1,067.03-
6600-810-6727	CAPITAL EQUIPMENT	.00	.00	825.00	.00	825.00-
6600-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
6600-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
6601-810-6599	MISC SUPPLIES	.00	.00	.00	.00	.00
6601-910-6910	TRANSFER OUT	236,632.00	.00	.00	.00	236,632.00
6601-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
6610-815-6010	WAGES - SEWER	52,500.00	251.98	32,348.38	61.62	20,151.62
6610-815-6011	WAGES - SEWER - CLERK	2,400.00	150.80	454.35	18.93	1,945.65
6610-815-6020	WAGES - SEWER	2,358.00	84.66	1,267.76	53.76	1,090.24
6610-815-6030	WAGES - SEWER	9,430.00	1,503.78	4,025.73	42.69	5,404.27
6610-815-6110	FICA - SEWER	5,200.00	140.80	2,877.11	55.33	2,322.89
6610-815-6130	IPERS - SEWER	6,250.00	126.24-	3,377.12	54.03	2,872.88
6610-815-6150	GROUP INSURANCE	5,600.00	115.78	1,452.39	25.94	4,147.61
6610-815-6151	VISION INSURANCE	120.00	.71	44.65	37.21	75.35
6610-815-6155	LIFE INSURANCE	250.00	.00	.00	.00	250.00
6610-815-6181	UNIFORM ALLOWANCE	400.00	.00	279.96	69.99	120.04
6610-815-6230	TRAINING	1,000.00	.00	489.98	49.00	510.02
6610-815-6320	LIFT STATION EXPENSE	30,000.00	.00	5,000.00	16.67	25,000.00
6610-815-6331	FUEL	2,000.00	188.33	968.04	48.40	1,031.96
6610-815-6332	VEHICLE REPAIRS	1,000.00	.00	138.99	13.90	861.01
6610-815-6350	PLANT REPAIR/MAINTENANCE	12,000.00	1,871.76	10,093.48	84.11	1,906.52
6610-815-6370	UTILITIES - LIFT STATION	3,000.00	462.59	2,373.54	79.12	626.46

BUDGET REPORT
CALENDAR 1/2020, FISCAL 7/2020

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
610-815-6371	UTILITIES - PLANT	12,500.00	1,821.40	8,379.11	67.03	4,120.89
610-815-6373	TELEPHONE/COMMUNICATIONS	1,380.00	30.00	690.00	50.00	690.00
610-815-6399	SEWER LINE REPAIR/MAINTENANCE	15,000.00	.00	.00	.00	15,000.00
610-815-6407	ENGINEERING/WWTP PROJECT	10,000.00	.00	.00	.00	10,000.00
610-815-6408	INSURANCE	3,000.00	.00	.00	.00	3,000.00
610-815-6413	LUMP SUM APPROPRIATIONS	2,500.00	.00	783.85	31.35	1,716.15
610-815-6418	SALES TAX EXPENSE	450.00	.00	.00	.00	450.00
610-815-6490	IOWA ONE CALL	150.00	9.45	89.55	59.70	60.45
610-815-6491	SAFETY TRAINING	580.00	.00	683.32	117.81	103.32-
610-815-6493	SLUDGE HAULING	15,000.00	.00	6,592.45	43.95	8,407.55
610-815-6494	PLANT CONTRACTED SERVICES	.00	.00	.00	.00	.00
610-815-6498	DEPOSIT REFUNDS - SEWER	1,000.00	.00	531.31	53.13	468.69
610-815-6499	PEOPLESERVICES/CONTRACTUAL SRV	9,510.00	24,915.00	29,095.00	305.94	19,585.00-
610-815-6501	TESTS/PERMITS	.00	.00	.00	.00	.00
610-815-6505	OFFICE EQUIPMENT	.00	.00	62.50	.00	62.50-
610-815-6506	OFFICE SUPPLIES	500.00	.00	95.55	19.11	404.45
610-815-6507	OPERATING SPPLY/PEOPLESERVICE	300.00	.00	257.95	85.98	42.05
610-815-6508	POSTAGE	1,000.00	.00	91.66	9.17	908.34
610-815-6510	SAFETY SUPPLIES	200.00	.00	105.50	52.75	94.50
610-815-6599	MISC SUPPLIES	100.00	.00	93.40	93.40	6.60
610-815-6727	CAPITAL EQUIPMENT	.00	.00	.00	.00	.00
610-815-6780	CAP OUTLAY-UTIL SYS/STRCT	.00	.00	.00	.00	.00
610-910-6910	TRANSFER OUT	65,000.00	.00	.00	.00	65,000.00
610-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
611-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
611-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
612-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
612-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
613-815-6407	ENGINEERING	.00	.00	.00	.00	.00
613-815-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00	.00
613-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
613-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
670-840-6490	GARBAGE COLLECTION	55,700.00	4,887.20	34,924.18	62.70	20,775.82
670-840-6492	RECYCLING EXPENSE	6,650.00	621.43	3,173.87	47.73	3,476.13
670-840-6498	DEPOSIT REFUNDS - GARBAGE	700.00	.00	344.71	49.24	355.29
670-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
670-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
671-840-6413	YARD WASTE COLLECTION	2,400.00	.00	2,400.00	100.00	.00
671-840-6498	DEPOSIT REFUND - YARD WASTE	100.00	5.16-	11.43	11.43	88.57
671-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
671-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
	DIFFERENCE	2,325,512.00	119,279.27	912,912.02	39.26	1,412,599.98
	PROOF	2,325,512.00	119,279.27	912,912.02	39.26	1,412,599.98

TREASURER'S REPORT
CALENDAR 1/2020, FISCAL 7/2020

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	273,710.48	475.77-	61,913.93	1,951.33	219,272.11
005 VEHICLE REPLACEMENT	64,723.81	26.01	.00	.00	64,749.82
110 ROAD USE TAX	140,566.96	15,186.88	7,848.76	207.52	148,112.60
121 LOCAL OPTION SALES TAX	232,389.12	11,549.61	.00	.00	243,938.73
125 TAX INCREMENT FINANCING	35,697.17	.00	.00	.00	35,697.17
200 DEBT SERVICE	.00	.00	.00	.00	.00
300 CAPITAL IMPROVEMENT RES	7,198.84-	5.39	.00	.00	7,193.45-
301 RAYMOND ROAD TRAILER CR	39,709.23	.00	.00	.00	39,709.23
302 PLAZA DR RECONSTRUCTION	5,319.00	.00	.00	.00	5,319.00
303 OFFICE EQUIPMENT REPLAC	1,000.00	.00	.00	.00	1,000.00
304 DUBUQUE RD BRIDGE REPAI	.00	.00	.00	.00	.00
305 WASTE WTR PLANT PROJECT	456,544.05	1,904.48	2,162.50	.00	456,286.03
306 MAYORS PARK IMPROVEMENT	.00	.00	.00	.00	.00
307 LAFAYETTE/GVILLE RD REC	.00	.00	.00	.00	.00
600 WATER	32,173.73-	30,235.87	10,429.81	138.17	12,229.50-
601 WATER DEPRECIATION	233,740.20	101.68	.00	.00	233,841.88
610 SEWER	218,854.14	56,597.29	31,420.80	163.79	238,194.42
611 SEWER REPLACEMENT	197,784.79	579.34	.00	.00	198,364.13
612 SEWER DEPRECIATION	35,862.94	133.13	.00	.00	35,996.07
613 WASTE WTR PLANT PROJECT	.00	.00	.00	.00	.00
670 LANDFILL/GARBAGE	9,913.88-	14,434.89	5,508.63	.00	987.62-
671 YARD WASTE	5,108.49	685.18	5.16-	.00	5,798.83
Report Total	1,891,723.93	130,963.98	119,279.27	2,460.81	1,905,869.45

FUND GL	BANK NAME	NOVEMBER CASH BALANCE	DECEMBER RECEIPTS	DECEMBER DISBURSMENTS	DECEMBER CASH BALANCE	INVOICES PAID	BANK BALANCE	2020 BUDGET
FIRST SECURITY STATE BANK								
001	CHECKING - GENERAL	273,710.48	6,843.72	61,282.09	219,272.11	52,065.66		390,946.00
005	CHECKING - EQUIPMENT REPLACE	10,000.00	0.00	0.00	10,000.00			
110	CHECKING - ROAD USE	135,566.96	15,856.15	8,310.51	143,112.60	3,762.81		145,263.00
121	CHECKING - LOCAL OPTION	232,389.12	11,549.61	0.00	243,938.73			140,000.00
125	CHECKING - TIF	35,697.17	0.00	0.00	35,697.17			30,337.00
200	CHECKING - DEBT SERVICE	0.00	0.00	0.00	0.00			
300	CHECKING - CAPITAL IMPROVEMENT	17,787.48	0.00	0.00	17,787.48			130,000.00
301	CHECKING - CAP PRJ-TRAILER CT	39,709.23	0.00	0.00	39,709.23			
302	CHECKING - PLAZA DR RECONST	5,319.00	0.00	0.00	5,319.00			
303	CHECKING - OFFICE EQUIP REPLA	1,000.00	0.00	0.00	1,000.00			
304	CHECKING - DUBUQUE RD BRIDGE	0.00	0.00	0.00	0.00			
305	CHECKING - WW PLANT PROJECT	54,244.15	0.00	2,162.50	52,081.65	2,162.50		565,000.00
306	CHECKING	0.00	0.00	0.00	0.00			
307	CHECKING	0.00	0.00	0.00	0.00			
600	CHECKING - WATER	32,173.73	33,562.68	13,618.45	12,229.50	6,771.08		350,106.00
601	CHECKING - WATER DEPRECIATION	83,888.56	0.00	0.00	83,888.56			236,632.00
610	CHECKING - SEWER	216,354.14	51,265.80	31,925.52	235,694.42	29,524.06		271,678.00
611	CHECKING - SEWER REPLACEMENT	22,505.90	0.00	0.00	22,505.90			
612	CHECKING - SEWER DEPRECIATION	26,491.33	0.00	0.00	26,491.33			
613	CHECKING - WW PLANT PROJECT	0.00	0.00	0.00	0.00			
670	CHECKING - SOLID WASTE	21,362.29	14,420.98	5,567.51	12,508.82	5,508.63		63,050.00
671	CHECKING - YARD WASTE	5,108.49	687.93	2.41	5,798.83			2,500.00
	FIRST SECURITY STATE BANK TOTA	1,070,661.03	134,186.87	122,864.17	1,081,983.73	99,794.74	982,188.99	2,325,512.00
CD'S								
005	CD #22451 - EQUIPMENT REPLACE	10,978.58	0.00	0.00	10,978.58			
005	CD #20837 - EQUIPMENT REPLACE	12,383.17	0.00	0.00	12,383.17			
005	CD #22211 - EQUIPMENT REPLACE	10,587.80	5.39	0.00	10,593.19			
005	CD #21907 - EQUIPMENT REPLACE	0.00	0.00	0.00	0.00			
005	CD #22466 - EQUIPMENT REPLACE	10,512.28	0.00	0.00	10,512.28			
005	CD #22657 - EQUIPMENT REPLACE	10,261.98	20.62	0.00	10,282.60			
110	CD #20480 - ROAD USE	5,000.00	0.00	0.00	5,000.00			145,263.00
300	CD #22212 - CAPITAL IMPROVE	10,588.64	5.39	0.00	10,594.03			130,000.00
300	CD #21910 - CAPITAL IMPROVE	0.00	0.00	0.00	0.00			
305	CD #21861 - CAP PRJCT WWTP	20,873.45	39.33	0.00	20,912.78			565,000.00
305	CD #22448 - CAP PRJCT WWTP	21,345.89	60.91	0.00	21,406.80			
305	CD #2789 - CAP PRJCT WWTP	52,064.59	1,479.30	0.00	53,543.89			
305	CD #2788 - CAP PRJCT WWTP	51,842.45	0.00	0.00	51,842.45			
305	CD #1298 - CAP PRJCT WWTP	103,268.79	0.00	0.00	103,268.79			
305	CD#22786 - CAP PRJCT WWTP	50,955.33	324.94	0.00	51,280.27			
305	CD #3414 - CAP PRJCT WWTP	0.00	0.00	0.00	0.00			
305	CD# 5876 - CAP PRJCT WWTP	101,949.40	0.00	0.00	101,949.40			
600	CD #21488 - T & A WATER	0.00	0.00	0.00	0.00			350,106.00
601	CD #22563 - WATER DEPRECIATION	22,370.88	0.00	0.00	22,370.88			236,632.00
601	CD #20846 - WATER DEPRECIATION	0.00	0.00	0.00	0.00			
601	CD #21524 - WATER DEPRECIATION	0.00	0.00	0.00	0.00			
601	CD #21360 - WATER DEPRECIATION	0.00	0.00	0.00	0.00			
601	CD #21534 - WATER DEPRECIATION	0.00	0.00	0.00	0.00			
601	CD #22447 - WATER DEPRECIATION	55,025.24	0.00	0.00	55,025.24			
601	CD #22184 - WATER DEPRECIATION	0.00	0.00	0.00	0.00			

BANK NAME	NOVEMBER	DECEMBER	DECEMBER	DECEMBER	INVOICES	BANK	2020
FUND GL NAME	CASH BALANCE	RECEIPTS	DISBURSMENTS	CASH BALANCE	PAID	BALANCE	BUDGET
601 CD #21911 - WATER DEPRECIATION	0.00	0.00	0.00	0.00			
601 CD#22785 - WATER DEPRECIATION	27,605.20	0.00	0.00	27,605.20			
601 CD #22612 - WATER DEPRECIATION	44,850.32	101.68	0.00	44,952.00			
610 CD #22526 - T & A SEWER	1,000.00	0.00	0.00	1,000.00			271,678.00
610 CD #21379 - T & A SEWER	1,500.00	0.00	0.00	1,500.00			
610 CD #21489 - T & A SEWER	0.00	0.00	0.00	0.00			
610 CD #21861 - CAP PRJCT WWTP	0.00	0.00	0.00	0.00			
610 CD #22448 - CAP PRJCT WWTP	0.00	0.00	0.00	0.00			
610 CD #904-012-6 CAP PRJCT WWTP	0.00	0.00	0.00	0.00			
610 CD #904-012-5 CAP PRJCT WWTP	0.00	0.00	0.00	0.00			
610 CD #904-129-8 CAP PRJCT WWTP	0.00	0.00	0.00	0.00			
610 CD #904-263-2 CAP PRJCT WWTP	0.00	0.00	0.00	0.00			
611 CD #22805 - SEWER REPLACEMENT	25,644.83	0.00	0.00	25,644.83			
611 CD #21321 - SEWER REPLACEMENT	0.00	0.00	0.00	0.00			
611 CD #22452 - SEWER REPLACEMENT	54,750.63	276.00	0.00	55,026.63			
611 CD #22210 - SEWER REPLACEMENT	9,529.02	4.85	0.00	9,533.87			
611 CD #22153 - SEWER REPLACEMENT	9,346.69	28.30	0.00	9,374.99			
611 CD #22450 - SEWER REPLACEMENT	47,869.76	137.06	0.00	48,006.82			
611 CD #22169 - SEWER REPLACEMENT	9,305.31	0.00	0.00	9,305.31			
611 CD #2796 - SEWER REPLACEMENT	9,371.61	133.13	0.00	9,504.74			
611 CD #22467 - SEWER REPLACEMENT	9,461.04	0.00	0.00	9,461.04			
612 CD #2797 - SEWER REPLACEMENT	9,371.61	133.13	0.00	9,504.74			
670 CD #21140 - T & A SOLID WASTE	5,000.00	0.00	0.00	5,000.00			63,050.00
670 CD #22138 - T & A SOLID WASTE	1,000.00	0.00	0.00	1,000.00			
670 CD #2786 - SOLID WASTE	5,448.41	72.79	0.00	5,521.20			
CD'S TOTALS	821,062.90	2,822.82	0.00	823,885.72	0.00	823,885.72	1,761,729.00
TOTAL OF ALL BANKS	1,891,723.93	137,009.69	122,864.17	1,905,869.45	99,794.74	1,806,074.71	4,087,241.00

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
001-110-4765	FINES	.00	965.79	.00	965.79-
001-110-6413	EVANSDALE POLICE DEPARTMENT	11,680.25	35,040.75	46,721.00	11,680.25
001-130-6413	BH CO EMERGENCY MGMT/NIRG	.00	2,053.83	1,554.00	499.83-
001-150-6499	FIRE CONTRACT	9,164.99	27,494.97	37,780.00	10,285.03
001-170-4120	BUILDING/CONTR PERMITS	35.25	8,280.25	15,000.00	6,719.75
001-170-6010	WAGES - BUILDING INSPECTOR	22.91	4,722.38	15,000.00	10,277.62
001-170-6110	FICA - BUILDING INSPECTIONS	1.75	361.27	1,150.00	788.73
001-170-6130	IPERS - BUILDING INSPECTIONS	2.16	445.81	1,416.00	970.19
001-170-6150	GROUP INSURANCE	.00	.00	.00	.00
001-170-6151	VISION INSURANCE	.00	.00	.00	.00
001-170-6155	LIFE INSURANCE	.00	.00	.00	.00
001-190-6413	HUMANE SOCIETY	30.00	150.00	500.00	350.00
001-190-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00
001-190-6507	OPERATING SUPPLIES	.00	64.50	80.00	15.50
001-199-6371	SENTRY LIGHTS	206.94	849.68	1,300.00	450.32
001-299-6710	CAP OUTLAY - VEHICLES	.00	.00	.00	.00
001-410-6413	LIBRARY CONTRACT	2,664.05	5,328.10	10,656.00	5,327.90
001-430-4310	SHELTER RENTAL	.00	.00	.00	.00
001-430-6010	WAGES - PARKS - FT	1,930.72	9,029.58	13,838.00	4,808.42
001-430-6020	WAGES - PARKS	.00	1,937.02	3,300.00	1,362.98
001-430-6021	WAGES - PARKS - PT	.00	1,048.80	4,100.00	3,051.20
001-430-6110	FICA - PARKS	145.56	904.18	1,314.00	409.82
001-430-6130	IPERS - PARKS	117.75-	1,121.47	2,000.00	878.53
001-430-6150	GROUP INSURANCE	301.25	2,392.80	4,500.00	2,107.20
001-430-6151	VISION INSURANCE	2.39	12.96	35.00	22.04
001-430-6155	LIFE INSURANCE	.00	.00	100.00	100.00
001-430-6505	PARK EQUIPMENT	.00	60,412.41	73,307.00	12,894.59
001-430-6507	OPERATING SUPPLIES	29.97	3,826.08	5,000.00	1,173.92
001-430-6599	OTHER SUPPLIES	2.00	4,522.34	100.00	4,422.34-
001-460-4310	RENT-COMMUNITY CENTER	1,205.00	4,200.00	1,900.00	2,300.00-
001-460-6310	COMM RM REPAIR/MAINT	320.39	1,456.34	2,000.00	543.66
001-499-4610	CITY CELEBRATION RECEIPTS	.00	.00	.00	.00
001-499-6599	MISC EXPENSE - CELEBRATION	.00	.00	.00	.00
001-510-6413	PARTNER IN EDUCATION	.00	.00	500.00	500.00
001-510-6490	CHRISTMAS DECORATIONS	200.00	366.11	2,500.00	2,133.89
001-510-6599	TREES FOREVER	.00	4,528.00	2,000.00	2,528.00-
001-540-6490	COMP PLAN	.00	.00	.00	.00
001-610-6010	WAGES - MAYOR/COUNCIL	.00	7,250.00	12,000.00	4,750.00
001-610-6110	FICA - MAYOR/COUNCIL	.00	554.63	950.00	395.37
001-610-6130	IPERS - MAYOR/COUNCIL	.00	.00	.00	.00
001-610-6150	GROUP INSURANCE	.00	.00	.00	.00
001-610-6151	VISION INSURANCE	.00	.00	.00	.00
001-620-6010	WAGES - CLERK	7,250.41	32,686.15	41,300.00	8,613.85
001-620-6020	WAGES - DEPUTY CLERK	905.63	3,496.91	7,000.00	3,503.09
001-620-6110	FICA - CLERK	416.27	2,127.09	3,700.00	1,572.91
001-620-6130	IPERS - CLERK	213.68	2,652.40	4,575.00	1,922.60
001-620-6150	GROUP INSURANCE	1,473.22	7,716.31	14,596.00	6,879.69
001-620-6151	VISION INSURANCE	12.89	91.11	75.00	16.11-
001-630-6413	ELECTION EXPENSES	500.00	500.00	1,300.00	800.00
001-640-6401	AUDITING/ACCOUNTING	16,274.03	16,274.03	1,200.00	15,074.03-
001-640-6411	LEGAL - ATTORNEY	4,319.00	11,994.75	15,000.00	3,005.25

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
001-640-6414	CODIFICATION	.00	1,500.00	1,500.00	.00
001-650-6310	BUILDING REPAIR/MAINT	32.00	1,599.68	2,000.00	400.32
001-650-6505	OFFICE EQUIPMENT	.00	1,931.26	2,120.00	188.74
001-660-6408	INSURANCE	.00	7,582.00	20,000.00	12,418.00
001-699-6010	WAGES - GENERAL GOV - FT	287.92	1,471.07	2,563.00	1,091.93
001-699-6110	FICA - GENERAL GOVERNMENT	21.73	110.11	159.00	48.89
001-699-6130	IPERS - GENERAL GOVERNMENT	27.18	139.07	242.00	102.93
001-699-6150	GROUP INSURANCE	869.31	6,557.52	1,000.00	5,557.52-
001-699-6151	VISION INSURANCE	.34	1.70	5.00	3.30
001-699-6155	LIFE INSURANCE	.00	.00	150.00	150.00
001-699-6210	DUES	.00	1,515.50	2,000.00	484.50
001-699-6230	TRAINING	.00	2,981.67	2,000.00	981.67-
001-699-6240	MEETINGS/CONFERENCES	.00	2,306.93	800.00	1,506.93-
001-699-6371	UTILITIES	496.13	1,384.40	2,200.00	815.60
001-699-6373	TELEPHONE/COMMUNICATIONS	84.30	577.36	1,300.00	722.64
001-699-6407	ENGINEERING (MONTHLY PAYMENT)	75.00	4,140.00	900.00	3,240.00-
001-699-6414	PUBLISHING	461.44	1,762.65	3,000.00	1,237.35
001-699-6419	TECHNOLOGY SERVICES	1,316.50	11,793.42	6,280.00	5,513.42-
001-699-6491	SAFETY TRAINING	.00	683.34	580.00	103.34-
001-699-6499	CONTRACTUAL SERV (COPIER)	74.88	598.65	1,500.00	901.35
001-699-6505	OTHER EQUIPMENT	.00	.00	.00	.00
001-699-6506	OFFICE SUPPLIES	150.15	1,666.68	2,000.00	333.32
001-699-6508	POSTAGE	.00	208.50	1,200.00	991.50
001-699-6599	MISC SUPPLIES	64.34	5,191.91	5,000.00	191.91-
001-699-6725	CAP OUTLAY-OFFICE EQUIP	.00	.00	.00	.00
001-910-4830	TRANSFER IN-GENERAL FUND	.00	10,012.18	.00	10,012.18-
001-910-6910	TRANSFER OUT	.00	.00	.00	.00
001-950-4000	PROPERTY TAXES	1,307.07	186,668.55	356,810.00	170,141.45
001-950-4003	AGRICULTURAL LAND TAXES	.00	352.88	650.00	297.12
001-950-4060	UTILITY TAX REPLACEMENT	.00	.00	.00	.00
001-950-4100	BEER & LIQUOR LICENSES	.00	690.00	790.00	100.00
001-950-4105	CIGARETTE PERMITS	.00	.00	150.00	150.00
001-950-4160	CABLEVISION	1,555.90	3,159.72	6,290.00	3,130.28
001-950-4180	ANIMAL LICENSES	72.00	87.00	150.00	63.00
001-950-4190	MISC LICENSES & PERMITS	.00	.00	.00	.00
001-950-4300	INTEREST-PLAT MM	797.90	7,300.74	5,000.00	2,300.74-
001-950-4310	RENT - COMM/COUNCIL	.00	.00	5,500.00	5,500.00
001-950-4464	COMM TAX REPLACEMENT	.00	3,550.63	.00	3,550.63-
001-950-4490	GAMING GRANTS	.00	.00	.00	.00
001-950-4700	BLACKHAWK COUNTY LANDFILL	.00	.00	.00	.00
001-950-4705	MISC REVENUE	5,971.16-	2,683.54	1,000.00	1,683.54-
001-950-4710	REIMBURSEMENTS - EMPLOYEE INSR	.00	2,838.26	1,210.00	1,628.26-
001-950-4735	SALES/FUEL TAX REFUNDS	.00	.00	.00	.00
001-950-4765	FINES-CLERK OF COURT	522.27	1,062.72	3,000.00	1,937.28
001-999-9999	PROFIT HANDLER	.00	.00	.00	.00
005-910-4830	TRANSFER IN-VEHICLE RPLMNT	.00	.00	10,000.00	10,000.00
005-910-6910	TRANSFER OUT	.00	.00	.00	.00
005-950-4300	INTEREST-VEHICLE REPLACEMENT	26.01	416.26	600.00	183.74
005-999-9999	PROFIT HANDLER	.00	.00	.00	.00
110-210-4430	ROAD USE TAXES	15,186.88	93,897.10	135,716.00	41,818.90
110-210-6010	WAGES - ROAD USE - FT	3,370.28	16,384.82	25,625.00	9,240.18

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
110-210-6020	WAGES - ROAD USE	.00	1,937.06	3,300.00	1,362.94
110-210-6030	WAGES - ROAD USE - PT	420.00	1,411.48	6,000.00	4,588.52
110-210-6110	FICA - ROAD USE	286.29	1,482.35	2,649.00	1,166.65
110-210-6130	IPERS - ROAD USE	57.80	1,850.05	3,269.00	1,418.95
110-210-6150	GROUP INSURANCE	555.55	4,360.85	6,800.00	2,439.15
110-210-6151	VISION INSURANCE	4.09	21.46	58.00	36.54
110-210-6155	LIFE INSURANCE	.00	.00	265.00	265.00
110-210-6181	UNIFORM ALLOWANCE	.00	.00	300.00	300.00
110-210-6310	BUILDING REPAIR/MAINT	19.97	567.30	5,000.00	4,432.70
110-210-6331	FUEL	185.62	1,991.18	3,000.00	1,008.82
110-210-6332	VEHICLE REPAIRS	6.69	2,970.04	3,000.00	29.96
110-210-6371	UTILITIES	303.30	641.58	1,500.00	858.42
110-210-6373	TELEPHONE/COMMUNICATIONS	40.00	280.00	480.00	200.00
110-210-6375	EQUIPMENT SUPPORT	.00	.00	.00	.00
110-210-6408	INSURANCE	.00	.00	.00	.00
110-210-6417	STREET MAINTENANCE - REPAIRS	.00	13,222.16	10,000.00	3,222.16-
110-210-6491	SAFETY TRAINING	.00	683.34	580.00	103.34-
110-210-6504	SHOP EQUIPMENT	175.99	5,583.98	28,307.00	22,723.02
110-210-6507	STREET MAINTENANCE SUPPLIES	557.13	11,285.04	10,000.00	1,285.04-
110-210-6599	MISCELLANEOUS SUPPLIES	8.98	113.95	100.00	13.95-
110-230-6371	STREET LIGHTS	1,776.23	7,111.76	10,000.00	2,888.24
110-240-6371	TRAFFIC SIGNAL	80.84	311.46	400.00	88.54
110-240-6413	WATERLOO MONTHLY TRAFFIC CONTR	.00	1,347.10	2,630.00	1,282.90
110-250-6332	SNOW PLOW REPAIR	.00	.00	2,000.00	2,000.00
110-250-6507	SNOW REMOVAL SUPPLIES	.00	7,773.66	10,000.00	2,226.34
110-260-6407	ENGINEERING	.00	2,887.05	10,000.00	7,112.95
110-910-4830	TRANSFER IN-ROAD USE	.00	12,523.38	.00	12,523.38-
110-910-6910	TRANSFER OUT	.00	10,012.18	.00	10,012.18-
110-910-6911	TRANSFER OUT - TIF	.00	8,532.99	.00	8,532.99-
110-999-9999	PROFIT HANDLER	.00	.00	.00	.00
121-910-4830	TRANSFER IN-LOST	.00	.00	.00	.00
121-910-6910	TRANSFER OUT	.00	12,523.38	140,000.00	127,476.62
121-950-4090	LOCAL OPTION TAX	11,549.61	87,277.27	140,000.00	52,722.73
121-950-4300	INTEREST-LOST	.00	.00	.00	.00
121-999-9999	PROFIT HANDLER	.00	.00	.00	.00
125-910-4831	TRANSFER IN - TIF	.00	8,532.99	.00	8,532.99-
125-910-6911	TRANSFER OUT - TIF	.00	.00	30,337.00	30,337.00
125-950-4050	TIF TAXES	.00	16,888.37	30,337.00	13,448.63
125-999-9999	PROFIT HANDLER	.00	.00	.00	.00
200-210-6801	PRINCIPAL - PLAZA DRIVE	.00	.00	.00	.00
200-210-6851	INTEREST - PLAZA DRIVE	.00	.00	.00	.00
200-210-6899	BOND REGISTRATION FEES	.00	.00	.00	.00
200-910-4830	TRANSFER IN-DEBT SERVICE	.00	.00	.00	.00
200-910-6910	TRANSFER OUT	.00	.00	.00	.00
200-999-9999	PROFIT HANDLER	.00	.00	.00	.00
300-210-6407	ENGINEERING - STREET PROJECT	.00	.00	10,000.00	10,000.00
300-210-6499	STREET CONTRACTUAL SERV	.00	81,967.48	120,000.00	38,032.52
300-750-6499	CONTRACTUAL SERV	.00	.00	.00	.00
300-910-4830	TRANSFER IN-CAP IMPRVMNT RESV	.00	.00	160,337.00	160,337.00
300-910-6910	TRANSFER OUT	.00	.00	.00	.00
300-950-4300	INTEREST-CAPITAL IMPRVMNT-RSV	5.39	37.18	100.00	62.82

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
300-999-9999	PROFIT HANDLER	.00	.00	.00	.00
301-750-4800	SALE OF PROPERTY	.00	.00	20,000.00	20,000.00
301-750-6407	ENGINEERING	.00	.00	.00	.00
301-750-6411	LEGAL	.00	.00	.00	.00
301-750-6499	CONTRACTUAL SERV-TRAILER COURT	.00	.00	.00	.00
301-910-4830	TRANSFER IN-RAYMOND RD TRAILER	.00	.00	.00	.00
301-910-6910	TRANSFER OUT	.00	.00	.00	.00
301-999-9999	PROFIT HANDLER	.00	.00	.00	.00
302-210-4400	FEDERAL GRANTS-PLAZA DR RECON	.00	.00	.00	.00
302-750-4440	STATE GRANTS-PLAZA DR RECON	.00	.00	.00	.00
302-750-4820	PROCEEDS FROM DEBT/LOAN-PLAZA	.00	.00	.00	.00
302-750-6407	ENGINEERING	.00	.00	.00	.00
302-750-6411	LEGAL	.00	.00	.00	.00
302-750-6499	CONTRACTUAL SERV - PLAZA DR	.00	.00	.00	.00
302-910-4830	TRANSFER IN-PLAZA DR RECON	.00	.00	.00	.00
302-910-6910	TRANSFER OUT	.00	.00	.00	.00
302-999-9999	PROFIT HANDLER	.00	.00	.00	.00
303-910-4830	TRANSFER IN-OFFICE EQPMNT RPL	.00	.00	.00	.00
303-910-6910	TRANSFER OUT	.00	.00	.00	.00
303-999-9999	PROFIT HANDLER	.00	.00	.00	.00
304-210-6413	PAYMENTS - EVANSDALE	.00	.00	.00	.00
304-910-4830	TRANSFER IN-DUBQUE RD BRIDGE	.00	.00	.00	.00
304-910-6910	TRANSFER OUT	.00	.00	.00	.00
304-999-9999	PROFIT HANDLER	.00	.00	.00	.00
305-750-4820	PROCEEDS FROM DEBT/LOAN-WWTP	.00	.00	565,000.00	565,000.00
305-750-6407	ENGINEERING	.00	12,215.00	325,000.00	312,785.00
305-750-6499	OTHER CONTRACTUAL SERV	2,162.50	35,703.35	240,000.00	204,296.65
305-815-4300	INTEREST - CAP PROJ	1,904.48	2,428.26	4,000.00	1,571.74
305-910-4830	TRANSFER IN-WWTP PROJECT	.00	.00	65,000.00	65,000.00
305-910-6910	TRANSFER OUT	.00	.00	.00	.00
305-999-9999	PROFIT HANDLER	.00	.00	.00	.00
306-430-4400	FEDERAL GRANTS	.00	.00	.00	.00
306-430-4440	STATE GRANTS	.00	.00	.00	.00
306-430-4710	REIMBURSEMENTS	.00	.00	.00	.00
306-430-4830	TRANSFER IN	.00	.00	.00	.00
306-430-6407	ENGINEERING	.00	.00	.00	.00
306-430-6411	LEGAL	.00	.00	.00	.00
306-430-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00
306-430-6505	OTHER EQUIPMENT	.00	.00	.00	.00
306-430-6507	OPERATING SUPPLIES	.00	.00	.00	.00
306-430-6910	TRANSFER OUT	.00	.00	.00	.00
306-910-4830	TRANSFER IN	.00	.00	.00	.00
306-910-6910	TRANSFER OUT	.00	.00	.00	.00
306-999-9999	PROFIT HANDLER	.00	.00	.00	.00
307-210-4400	FEDERAL GRANTS	.00	.00	.00	.00
307-210-4440	STATE GRANTS	.00	.00	.00	.00
307-210-4445	IOWA DOT	.00	.00	.00	.00
307-210-4820	PROCEEDS FROM DEBT/LOAN	.00	.00	.00	.00
307-210-4830	TRANSFER IN	.00	.00	.00	.00
307-210-6407	ENGINEERING	.00	.00	.00	.00
307-210-6411	LEGAL	.00	.00	.00	.00

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
307-210-6417	STREET MAINTENANCE	.00	.00	.00	.00
307-210-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00
307-210-6507	OPERATING SUPPLIES	.00	.00	.00	.00
307-210-6761	CAP OUTLAY - STREETS	.00	.00	.00	.00
307-210-6790	STREETS - NEW ROADWAY	.00	.00	.00	.00
307-910-4830	TRANSFER IN	.00	.00	.00	.00
307-910-6910	TRANSFER OUT	.00	.00	.00	.00
307-999-9999	PROFIT HANDLER	.00	.00	.00	.00
600-610-4600	SPECIAL ASSESSMENTS-WTR MAIN	.00	.00	47,444.00	47,444.00
600-610-6499	OTHER CONTRACTUAL SERV	.00	136,021.15	236,632.00	100,610.85
600-810-4300	INTEREST	.00	.00	.00	.00
600-810-4500	CHARGES/FEES FOR SERVICES	27,392.27	94,251.41	114,000.00	19,748.59
600-810-4530	PENALTIES	354.13	1,256.74	1,500.00	243.26
600-810-4540	CONNECT/RECONNECT FEES	.00	.00	.00	.00
600-810-4550	MISC CHARGE FOR SERVICES	516.58	794.08	1,000.00	205.92
600-810-4560	SALES TAXES COLLECTED	.00	.00	.00	.00
600-810-4561	WATER EXCISE TAX	1,844.89	5,777.11	8,000.00	2,222.89
600-810-4730	DEPOSITS	128.00	1,101.79	2,000.00	898.21
600-810-6010	WAGES - WATER - FT	252.01	5,224.61	6,600.00	1,375.39
600-810-6011	WAGES - WATER - CLERK	150.80	454.35	2,500.00	2,045.65
600-810-6020	WAGES - WATER	84.69	1,267.84	2,460.00	1,192.16
600-810-6021	WAGES - WATER - PT	905.62	3,496.84	5,000.00	1,503.16
600-810-6022	WAGES - WATER	349.60	1,449.31	3,075.00	1,625.69
600-810-6110	FICA - WATER	121.78	872.88	1,550.00	677.12
600-810-6130	IPERS - WATER	149.73	1,054.32	1,886.00	831.68
600-810-6150	GROUP INSURANCE	170.37	1,134.37	2,500.00	1,365.63
600-810-6151	VISION INSURANCE	.72	11.22	25.00	13.78
600-810-6155	LIFE INSURANCE	.00	.00	60.00	60.00
600-810-6230	TRAINING	.00	210.00	200.00	10.00
600-810-6332	VEHICLE REPAIRS	.00	.00	500.00	500.00
600-810-6350	REPAIR MAINT - WATER MAIN	3,087.50	5,741.30	10,000.00	4,258.70
600-810-6373	TELEPHONE/COMMUNICATIONS	124.29	377.30	750.00	372.70
600-810-6375	EQUIPMENT SUPPORT	.00	62.50	2,100.00	2,037.50
600-810-6413	WATER - WATERLOO	3,225.03	33,612.67	58,368.00	24,755.33
600-810-6418	SALES TAX EXPENSE	2,013.00	3,960.00	7,200.00	3,240.00
600-810-6419	TECH SERVICES - ANNUAL SUPPORT	.00	.00	2,100.00	2,100.00
600-810-6490	IOWA ONE CALL	9.45	89.55	200.00	110.45
600-810-6497	BANK SERVICE CHGS	.00	.00	.00	.00
600-810-6498	DEPOSIT REFUNDS - WATER	.00	474.48	1,000.00	525.52
600-810-6499	TESTS/PERMITS	50.00	1,874.27	1,500.00	374.27
600-810-6505	WT METERS/WT EQUIPMENT	.00	4,986.61	2,000.00	2,986.61
600-810-6506	OFFICE SUPPLIES	.00	167.72	300.00	132.28
600-810-6508	POSTAGE	.00	91.65	1,100.00	1,008.35
600-810-6599	OTHER SUPPLIES	34.68	1,567.03	500.00	1,067.03
600-810-6727	CAPITAL EQUIPMENT	.00	825.00	.00	825.00
600-910-4830	TRANSFER IN-WATER	.00	.00	236,632.00	236,632.00
600-910-6910	TRANSFER OUT	.00	.00	.00	.00
600-999-9999	PROFIT HANDLER	.00	.00	.00	.00
601-810-4300	INTEREST-WATER DEPRECIATION	101.68	1,429.46	2,000.00	570.54
601-810-6599	MISC SUPPLIES	.00	.00	.00	.00
601-910-4830	TRANSFER IN-WATER DEPRECIATION	.00	.00	.00	.00

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
601-910-6910	TRANSFER OUT	.00	.00	236,632.00	236,632.00
601-999-9999	PROFIT HANDLER	.00	.00	.00	.00
610-815-4300	INTEREST-SEWER	.00	.00	2,500.00	2,500.00
610-815-4500	CHARGES/FEES FOR SERVICES	29,059.78	89,468.58	115,000.00	25,531.42
610-815-4502	CAPITAL PROJECT FEE	21,980.07	67,750.66	90,000.00	22,249.34
610-815-4510	RAYMOND SEWER USAGE	5,000.00	36,000.00	70,000.00	34,000.00
610-815-4530	PENALTIES	355.14	1,235.98	1,300.00	64.02
610-815-4550	MISC CHARGE FOR SERVICES	.00	.00	1,000.00	1,000.00
610-815-4560	SALES TAXES COLLECTED	102.30	311.66	200.00	111.66-
610-815-4730	DEPOSITS	100.00	910.07	1,500.00	589.93
610-815-6010	WAGES - SEWER	251.98	32,348.38	52,500.00	20,151.62
610-815-6011	WAGES - SEWER - CLERK	150.80	454.35	2,400.00	1,945.65
610-815-6020	WAGES - SEWER	84.66	1,267.76	2,358.00	1,090.24
610-815-6030	WAGES - SEWER	1,503.78	4,025.73	9,430.00	5,404.27
610-815-6110	FICA - SEWER	140.80	2,877.11	5,200.00	2,322.89
610-815-6130	IPERS - SEWER	126.24-	3,377.12	6,250.00	2,872.88
610-815-6150	GROUP INSURANCE	115.78	1,452.39	5,600.00	4,147.61
610-815-6151	VISION INSURANCE	.71	44.65	120.00	75.35
610-815-6155	LIFE INSURANCE	.00	.00	250.00	250.00
610-815-6181	UNIFORM ALLOWANCE	.00	279.96	400.00	120.04
610-815-6230	TRAINING	.00	489.98	1,000.00	510.02
610-815-6320	LIFT STATION EXPENSE	.00	5,000.00	30,000.00	25,000.00
610-815-6331	FUEL	188.33	968.04	2,000.00	1,031.96
610-815-6332	VEHICLE REPAIRS	.00	138.99	1,000.00	861.01
610-815-6350	PLANT REPAIR/MAINTENANCE	1,871.76	10,093.48	12,000.00	1,906.52
610-815-6370	UTILITIES - LIFT STATION	462.59	2,373.54	3,000.00	626.46
610-815-6371	UTILITIES - PLANT	1,821.40	8,379.11	12,500.00	4,120.89
610-815-6373	TELEPHONE/COMMUNICATIONS	30.00	690.00	1,380.00	690.00
610-815-6399	SEWER LINE REPAIR/MAINTENANCE	.00	.00	15,000.00	15,000.00
610-815-6407	ENGINEERING/WWTP PROJECT	.00	.00	10,000.00	10,000.00
610-815-6408	INSURANCE	.00	.00	3,000.00	3,000.00
610-815-6413	LUMP SUM APPROPRIATIONS	.00	783.85	2,500.00	1,716.15
610-815-6418	SALES TAX EXPENSE	.00	.00	450.00	450.00
610-815-6490	IOWA ONE CALL	9.45	89.55	150.00	60.45
610-815-6491	SAFETY TRAINING	.00	683.32	580.00	103.32-
610-815-6493	SLUDGE HAULING	.00	6,592.45	15,000.00	8,407.55
610-815-6494	PLANT CONTRACTED SERVICES	.00	.00	.00	.00
610-815-6498	DEPOSIT REFUNDS - SEWER	.00	531.31	1,000.00	468.69
610-815-6499	PEOPLESERVICES/CONTRACTUAL SRV	24,915.00	29,095.00	9,510.00	19,585.00-
610-815-6501	TESTS/PERMITS	.00	.00	.00	.00
610-815-6505	OFFICE EQUIPMENT	.00	62.50	.00	62.50-
610-815-6506	OFFICE SUPPLIES	.00	95.55	500.00	404.45
610-815-6507	OPERATING SPPLY/PEOPLESERVICE	.00	257.95	300.00	42.05
610-815-6508	POSTAGE	.00	91.66	1,000.00	908.34
610-815-6510	SAFETY SUPPLIES	.00	105.50	200.00	94.50
610-815-6599	MISC SUPPLIES	.00	93.40	100.00	6.60
610-815-6727	CAPITAL EQUIPMENT	.00	.00	.00	.00
610-815-6780	CAP OUTLAY-UTIL SYS/STRCT	.00	.00	.00	.00
610-910-4830	TRANSFER IN-SEWER	.00	.00	.00	.00
610-910-6910	TRANSFER OUT	.00	.00	65,000.00	65,000.00
610-999-9999	PROFIT HANDLER	.00	.00	.00	.00

REVENUE & EXPENSE REPORT
CALENDAR 1/2020, FISCAL 7/2020

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
611-815-4300	INTEREST-SEWER REPLACEMENT	579.34	1,889.25	2,500.00	610.75
611-910-4830	TRANSFER IN-SEWER PLCMNT	.00	.00	.00	.00
611-910-6910	TRANSFER OUT	.00	.00	.00	.00
611-999-9999	PROFIT HANDLER	.00	.00	.00	.00
612-815-4300	INTEREST-SEWER DEPRECIATION	133.13	133.13	.00	133.13-
612-910-4830	TRANSFER IN-SEWER DEPRECIATION	.00	.00	.00	.00
612-910-6910	TRANSFER OUT	.00	.00	.00	.00
612-999-9999	PROFIT HANDLER	.00	.00	.00	.00
613-815-4300	INTEREST - WW CAP PROJ	.00	.00	.00	.00
613-815-4502	CAPITAL PROJECT FEE	.00	.00	.00	.00
613-815-4820	PROCEEDS FROM DEBT/LOAN-WWTP	.00	.00	.00	.00
613-815-6407	ENGINEERING	.00	.00	.00	.00
613-815-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00
613-910-4830	TRANSFER IN-WWTP PROJECT	.00	.00	.00	.00
613-910-6910	TRANSFER OUT	.00	.00	.00	.00
613-999-9999	PROFIT HANDLER	.00	.00	.00	.00
670-840-4300	INTEREST-LANDFILL/GARBAGE	72.79	397.73	100.00	297.73-
670-840-4500	CHARGES/FEES FOR SERVICES	14,126.99	42,853.68	58,985.00	16,131.32
670-840-4530	PENALTIES	175.11	613.48	700.00	86.52
670-840-4560	SALES TAXES COLLECTED	.00	.00	.00	.00
670-840-4710	REIMBURSEMENTS - RECYCLE REIMB	.00	.00	4,468.00	4,468.00
670-840-4730	DEPOSITS	60.00	544.38	1,000.00	455.62
670-840-6490	GARBAGE COLLECTION	4,887.20	34,924.18	55,700.00	20,775.82
670-840-6492	RECYCLING EXPENSE	621.43	3,173.87	6,650.00	3,476.13
670-840-6498	DEPOSIT REFUNDS - GARBAGE	.00	344.71	700.00	355.29
670-910-4830	TRANSFER IN-LANDFILL/GARBAGE	.00	.00	.00	.00
670-910-6910	TRANSFER OUT	.00	.00	.00	.00
670-999-9999	PROFIT HANDLER	.00	.00	.00	.00
671-840-4300	INTEREST-YARD WASTE	.00	.00	.00	.00
671-840-4500	CHARGES/FEES FOR SERVICES	664.98	2,016.41	2,700.00	683.59
671-840-4530	PENALTIES	8.20	29.21	40.00	10.79
671-840-4730	DEPOSITS	12.00	102.00	200.00	98.00
671-840-6413	YARD WASTE COLLECTION	.00	2,400.00	2,400.00	.00
671-840-6498	DEPOSIT REFUND - YARD WASTE	5.16-	11.43	100.00	88.57
671-910-4830	TRANSFER IN-YARD WASTE	.00	.00	.00	.00
671-910-6910	TRANSFER OUT	.00	.00	.00	.00
671-999-9999	PROFIT HANDLER	.00	.00	.00	.00
	DIFFERENCE	11,684.71	110,192.14-	32,203.00-	77,989.14
	PROOF	11,684.71	110,192.14-	32,203.00-	77,989.14

CITY OF ELK RUN HEIGHTS

INVESTMENT REPORT

Jan-20

ACCOUNT	DATE OF PURCHASE	MONTHLY INTEREST	PREVIOUS TOTAL	CURRENT MONTH TOTAL	INTEREST RATE	MATURITY DATE	CASHED IN DATE:
EQUIPMENT REPLACEMENT							
CD# 22451	2017	\$ 55.07	\$ 10,923.51	\$ 10,978.58	2%	4/10/2020	
CD# 20837	2011	\$ 30.80	\$ 12,352.37	\$ 12,383.17	1%	2/18/2021	
CD# 22211	2015	\$ 21.20	\$ 10,571.99	\$ 10,593.19	0.60%	1/14/2020	CLOSED 2/6/20
CD# 22466	2017	\$ 52.73	\$ 10,459.55	\$ 10,512.28	2%	4/26/2020	
CD# 22657	2018	\$ 20.62	\$ 10,231.49	\$ 10,252.11	0.80%	9/25/2020	
				\$ 54,719.33			
ROAD USE							
CD# 20480	2010	\$ -	\$ 5,000.00	\$ 5,000.00	0.60%	1/19/2020	CLOSED 2/6/20
				\$ 5,000.00			
CAPITAL IMPROVEMENT							
CD# 22212	2015	\$ 21.21	\$ 10,572.82	\$ 10,594.03	0.60%	1/14/2020	CLOSED 2/6/20
				\$ 10,594.03			
CAPITAL PROJECT WWTP							
CD# 21861	2014	\$ 39.33	\$ 20,802.82	\$ 20,842.15	0.75%	2/13/2021	
CD# 22448	2017	\$ 60.91	\$ 21,245.86	\$ 21,306.77	1.15%	7/11/2021	
CD# 2789	2017	\$ 739.65	\$ 52,782.34	\$ 53,521.99	2.78%	6/6/2020	
CD# 2788	2017	\$ 739.65	\$ 52,782.34	\$ 53,521.99	2.78%	6/6/2020	
CD# 1298 - CLOSED	2017	\$ 213.78	\$ 103,478.75	\$ 103,692.53	0.41%	2/2/2020	2/2/19 STARTED NEW CD W/ FIRST SECURITY
CD# 22786	2018	\$ 324.94	\$ 50,955.33	\$ 51,280.27	2.53%	2/28/2020	
CD# 5876	2019	\$ -	\$ 102,778.46	\$ 102,778.46	2.39%	1/15/2021	
				\$ 406,944.16			
WATER DEPRECIATION							
CD# 22563	2017	\$ 33.05	\$ 22,337.83	\$ 22,370.88	1.15%	12/18/2021	
CD# 22447	2017	\$ 276.00	\$ 54,749.24	\$ 55,025.24	2%	4/10/2020	
CD# 22785	2018	\$ 174.92	\$ 27,430.28	\$ 27,605.20	2.53%	2/28/2020	
CD# 22612	2018	\$ 101.68	\$ 44,850.32	\$ 44,952.00	0.90%	6/22/2020	
				\$ 149,953.32			
T&A SEWER							
CD# 22526	2017	\$ -	\$ 1,000.00	\$ 1,000.00	1.15%	8/22/2021	
CD# 21379	2012	\$ -	\$ 1,500.00	\$ 1,500.00	0.70%	3/6/2020	

\$ 2,500.00

SEWER REPLACEMENT

CD# 22805	2018	\$	159.02	\$ 25,211.20	\$ 25,370.22	2.53%	3/18/2020
CD# 22452	2017	\$	276.00	\$ 54,749.24	\$ 55,025.24	2%	4/10/2020
CD# 22210	2015	\$	19.08	\$ 9,514.79	\$ 9,533.87	0.60%	1/14/2020 CLOSED 2/6/20
CD# 22153	2015	\$	14.15	\$ 9,360.83	\$ 9,374.98	0.60%	1/6/2020 CLOSED 2/6/20
CD# 22450	2017	\$	137.06	\$ 47,803.12	\$ 47,940.18	1.15%	7/11/2021
CD# 22169	2015	\$	14.05	\$ 9,291.26	\$ 9,305.31	0.60%	2/20/2020
CD# 2796	2017	\$	133.13	\$ 9,500.81	\$ 9,633.94	2.78%	6/6/2020
CD# 22467	2017	\$	47.45	\$ 9,413.59	\$ 9,461.04	2%	4/26/2020
CD# 2797	2017	\$	133.13	\$ 9,500.81	\$ 9,633.94	2.78%	6/6/2020

\$ 185,278.72

T&A SOLID WASTE

CD# 21140	2012	\$	-	\$ 5,000.00	\$ 5,000.00	1.15%	10/26/2021
CD# 22138	2015	\$	-	\$ 1,000.00	\$ 1,000.00	1.15%	6/17/2021

\$ 6,000.00

SOLID WASTE

CD# 2786	2017	\$	72.79	\$ 5,194.10	\$ 5,266.89	2.78%	6/6/2020
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\$ 5,266.89

CITY OF ELK RUN HEIGHTS - BRIAN WIRTZ - BUILDING INSPECTION

Jan-20

BUILDING PERMITS

DATE	HOMEOWNER	CONTRACTORS	ADDRESS	PERMIT #	TYPE OF CONSTRUCTION	VALUE
HVAC PERMITS						
12/6/19	TIMMER, MARYLS	FEREDAY HEATING	207 SUNRISE	381	FURNANCE INSTALL	\$3,500.00
1/8/20	HEIDEMAN, DEAN	GUBBELS ONE HOURS	203 MICHIGAN DR	380	FURNANCE INSTALL	\$3,500.00
1/9/20	MOMMER, KIM	BERGEN PLUMBING	229 SUNRISE	378	FURNANCE INSTALL	
1/15/20	HEIT, GARY & GRACE	GUBBELS ONE HOURS	203 SUNRISE	379	FURNANCE INSTALL	\$12,000.00
PLUMBING						
1/8/20	POHLMAN, ANGELA	GUBBELS	116 SUTTON	600	WATER HEATER	\$30.75
1/17/20	GIBBONS, MIKE	RUSS REICHERTS	215 SUNRUSE	601	1 BATH, 2 LAV	
TOTALS						\$19,030.75

EVANSDALE PUBLIC LIBRARY
MONTHLY BOARD OF TRUSTEES MEETING
Held at the Evansdale City Hall – Council Chambers
Monday, January 20, 2020 – 6:00 p.m.

Please power off or set to vibrate all cell phones during the Library Board meeting

1. Call to Order
2. Roll Call
3. Approval of December 09 2019 Monthly Meeting Minutes
4. Approval of bills to be paid in January
5. Treasurer's Report
6. Circulation Report
7. Old Business
 - a. Update on library survey
8. New Business
 - a. New sign placements
 - b. Review/Revision/Approval of sex offender policy
 - c. Review/Revision/Approval of weeding policy
 - d. Advertisement opportunity with Poyner
9. Discussion
10. Adjournment

Reminder:

Date and Time of next meeting will be February 17, 2020 – 6:00 p.m.

EVANSDALE PUBLIC LIBRARY
MONTHLY BOARD OF TRUSTEES MEETING (BOT)
Monday, December 09, 2019 – 6:00pm

Call to Order: The meeting was called to order by President Nichols at 6:00pm

Roll Call: Present: Borwig, Clements, Johnson, Nichols & Pritchett

Absent: Brown, Kettwig, Rasanen

A quorum was present.

Approval of November 18, 2019 Monthly Meeting Minutes: Pritchett moved to make a motion with changes in section D and Borwig seconded to approve the Monthly Meeting Minutes for November 18, 2019. Ayes – 5. Nays – 0. The motion carried.

Approval of bills to be paid in December: Clements moved to make a motion and Johnson seconded to approve the bills to be paid in December. Ayes – 5 Nays – 0. The motion carried.

Treasurer's Report: The city did not provide an expenditure report for December so there was no Treasurer's report to give.

Circulation Report: Reviewed by BOT

Old Business:

- A. **Update on library survey** – We have until December 31, 2019. So far there is only about 35.

New Business:

- A. **Movie Licensing Renewal** – Director Jensen email was sent asking if we wanted to renew at \$240 yrly. The last couple of years that we offered movies, nobody showed. Because we are not renewing, the company informed us that the rate will go up to \$520 yrly as we will no longer be grandfathered into the program. Nichols made a motion and Pritchett seconded the motion that the library will discontinue the Movie Licensing. Ayes – 5, Nays – 0. Motion Carried.
- B. **Library Contract – Elk Run Heights** – It was decided by the BOT we are tabling this until February.
- C. **Library Contract – Gilbertville** – It was decided by the BOT we are tabling this until February.
- D. **Budget Workshop** – The BOT went through the expenditure budget that will be effective July 1, 2020. Nichols made a motion and Johnson seconded proposing \$108,965 for the expenditure budget. Ayes – 5, Nays – 0. Motion carried.

Discussion: Director Jensen noted that \$413.46 was received from the state for Open Access and Inter-library loan reimbursement. This is the part of the state funds received that do not have to be spent during the fiscal year and can be carried over.

Adjournment: 7:35 pm

Respectfully submitted,

Jenny Borwig, Secretary

**EVANSDALE PUBLIC LIBRARY
MONTHLY CIRCULATION REPORT
DECEMBER 2019**

OF MATERIALS CHECKED OUT:

Adult Non-fiction	21	Youth Non-fiction	39
Adult Fiction	270	Youth Fiction (YA = 7 YF = 12)	19
Adult Magazines	31	Young Easy	42
Large Print	13	Youth Magazines	0
		Kits	3
Total Adult	335	Total Youth	103
↓ from 2018	34	↓ from last month	71
		↓ from 2018	10
		↓ from last month	84

Misc (Travel guides, other)	000
Newspapers	000
TOTAL PRINT	438
↓ from 2018	44
↓ from last month	155

Video tapes	000
DVD	084
Books on tape/CD	000
Music CDs	000
ONLINE Database uses (1) – Video (0) – Magazines (0) - Audiobooks (73) - E-books (88)	162
Misc other (Equipment, games, etc.)	000
TOTAL NON-PRINT	246
↑ from 2018	005
↑ from last month	027

OF INTERLIBRARY LOANS: (Information taken directly from SILO statistics)

Will send/not send	00/02
Requested/Received	03/03

TOTAL # OF ALL MATERIALS CHECKED OUT: 684 (522 + 162 Online Uses)
 From last month ↓ 128
 From 2018 ↓ 39

OF ITEMS LOANED TO EVANSDALE RESIDENTS:

2019	326 of total 684 (47.7%)
2018	335 of total 723 (46.3%)

OF ITEMS LOANED TO NON-EVANSDALE RESIDENTS

+/- FROM 2018

**Elk Run Heights	046	-012
**Gilbertville	002	-010
**County	029	+014
Waterloo	099	+031
Cedar Falls	000	-003
Raymond	012	+007
Dewar	000	+/-0
Hudson	000	+/-0
Jesup	000	+/-0
Oelwein	000	+/-0
Washburn	000	-002
Daycares	004	+002
Libraries/At-home delivery	004	-009
Online	162	-048

Total number of library users: Approx. 513 ↓ from last month: 95 ↓ from 2018: 30 ↓ from 2017: 103

Day with highest number of users: 37 users on Mondays, December 16th and December 27th

Day with lowest number of users: 14 users on Saturday, December 7th and Tuesday, December 31st

Number of days open: 23

Number of hours open: 154 hours (Closed for Christmas break 12/24, 12/24, 12/26)

Avg number of library users per day: 23 ↓ from last month: 2 ↑↓ from 2018: 0

Number of computer users: 300 (176 Int, 120 Wireless, 4 Kids) ↓ from last month: 26 **2018: 243** ↑ from 2018: 57

Number of Computer hours logged: 16952 minutes = 282.53 hrs ↓ from last month: 38.72 hrs ↑ from 2018: 19.447 hrs

MONTHLY TOTAL: 7

OF NEW LIBRARY CARDS ISSUED: 6

OF REISSUED or RENEWED CARDS: 1

	ADULT	YOUTH	ADULT	YOUTH
Cedar Falls	-	-	-	-
County	-	-	-	-
Jewar	-	-	-	-
Dunkerton	-	-	-	-
Elk Run	1	-	-	-
Evansdale	4	-	1	-
Gilbertville	-	-	-	-
Jesup	-	-	-	-
LPC	-	-	-	-
Raymond	-	-	-	-
Waterloo	1	-	-	-
Washburn	-	-	-	-
Libraries/ Home Delivery/ Daycares	-	-	-	-

MONEY TURNED INTO CITY OF EVANSDALE

\$ 185.68

Book sales	\$ 9.55
Computer copies	37.50
Duplicate cards	0.00
Faxes and others	122.73
Fines	9.00
Photocopies	6.90
Refunds	0.00

MONEY TURNED INTO FRIENDS OF LIBRARY

\$ 11.68

Donations	11.68
Bank Recycling	0.00

MONTHLY GRAND TOTAL: \$ 197.36 ACCUMULATED FY TOTALS to CITY: \$1041.75 to FOL: \$90.74

PRINT MATERIALS PROCESSED AND ADDED TO COLLECTION: 114

Adult fiction	021	Miscellaneous	000
Adult Non-fiction	017	Reference	000
Large Print	013	Youth Magazines	000
Magazines	018	Youth non-fiction	010
Kits	000	Young Easy	009
		Youth Fiction	012
ILL Books	004	Young Adult	010

VIDEOS, DVDs, AUDIO, CDs PROCESSED AND ADDED TO COLLECTION: 3

	New	Donated
VHS	000	000
DVD	001	002
Audiobooks	000	000
CDs	000	000

ITEMS AUTOMATED AND WEEDED FROM COLLECTION:

Items Added (Computer)	Items deleted (Computer)	# of books/videos withdrawn	Retail cost of books/videos withdrawn
100	61	61	\$974.74

ITEMS OVERDUE:

14 items overdue this month
1880 items due total thru end of the current reporting month (-10 from last month)

Circulation by Patron Class

for the period
December 1, 2019 - December 31, 2019

Evansdale 326
Elk Run 46
Gilbertville 2
County 29
Waterloo 99
CF 0
Raymond 12
Daycares 4
Library/home delivery 4
Online 162

(684)

Patron Class	Checked In	Checked Out
Adult - Washburn	0	0
Youth - Evansdale	26	26
Youth - Washburn	0	0
Adult - Evansdale	336	300
Adult - Elk Run Heights	49	46
Adult - Raymond	11	12
Adult - Waterloo	99	97
Adult - Independence	0	0
Adult - Cedar Falls	0	0
Adult - LaPorte City	0	0
Adult - County Borrower	26	29
Youth - Elk Run Heights	2	0
Youth - Raymond	0	0
Youth - Waterloo	5	2
Youth - Independence	0	0
Youth - LaPorte City	0	0
Youth - Cedar Falls	0	0
Youth - County Borrower	0	0
Adult - Winthrop	0	0
Adult - Gilbertville	5	2
Youth - Winthrop	0	0
Youth - Gilbertville	0	0
Adult - Waverly	0	0
Youth - Waverly	0	0
Adult - Cedar Rapids	0	0
Adult - Jesup	1	0
Youth - Cedar Rapids	0	0
Youth - Jesup	0	0
Libraries and home delivery	4	4
Adult - Oelwein	0	0
Youth - Oelwein	0	0
Adult - Westgate	0	0
Youth - Westgate	0	0
Adult - New Hartford	0	0
Youth - New Hartford	0	0
Adult - Brandon	0	0
Adult - Denver	0	0
Youth - Aplington	0	0
Adult - Dunkerton	0	0
Youth - Dunkerton	0	0
Adult - Fairbank	0	0
Adult - Out of State	0	0
Adult - Charles City	0	0
Youth - Charles City	0	0
Adult - Hazleton	0	0
Youth - Hazleton	0	0
Adult - Other	0	0
Adult - Hudson	3	0
Youth - Hudson	0	0
Adult - Traer	0	0
Adult - Des Moines	0	0
Adult - Grundy Center	0	0
Youth - Grundy Center	0	0
Adult - Newton	0	0
Youth - Newton	0	0
Adult - Dike	0	0
Youth - Dike	0	0
Daycares	0	4
Youth - Fairbank	0	0
Adult - Grinnell	0	0
Youth - Other	0	0
Adult - Clarksville	0	0
Youth - Clarksville	0	0
Adult - Dewar	0	0
Total:	567	522

Online 162 = (684)
522 + 162 = 684

Circulation by Item Report Class

for the period
December 1, 2019 - December 31, 2019

Adult	
AF	270
ANF	21
Amaqs	31
LP	13
<hr/>	
	335

Youth	
YA	7
VF	12
VE	42
YNF	39
Ymaqs	Ø
kits	3
<hr/>	
	103

Multimedia	
DVD	84
VHS	Ø
Audio books	Ø
Music CDs	Ø
Online	162
<hr/>	
	246

Report Class	Checked In	Checked Out
000	0	0
100	2	0
200	0	1
300	4	4
400	0	0
500	1	0
600	3	3
700	2	2
800	1	1
900	6	7
Biography	2	3
Adult Fiction	291	270
Story Col.	0	0
J Numbers	0	0
Youth Biography	0	0
Youth Fiction	27	12
Juv. Story Col.	0	0
C Numbers	0	0
Children's Biog.	1	0
Children's Easy	49	42
Children's Story Col.	0	0
FS	0	0
SL	0	0
R	0	0
Video	0	0
Audio	0	0
Cake Pans	0	0
Equipment	0	0
VF	0	0
Adult Magazines	34	31
Misc.	0	0
Kits	1	3
Computer	0	0
Books on CD	0	0
Newspapers	0	0
000Y	0	0
100Y	0	0
200Y	1	0
300Y	0	0
400Y	0	0
500Y	11	11
600Y	2	4
700Y	19	22
800Y	0	0
900Y	1	2
Large Print	22	13
Youth Magazines	0	0
DVD	82	84
BBB	0	0
CD	0	0
Young Adult	5	7
Total:	567	522

Online + 162 = 684

(684)

Date: February 7, 2020

To: Elk Run Heights/Raymond Council

From: PeopleService Operator

O & M Report: January 2020

Water Operation & Maintenance

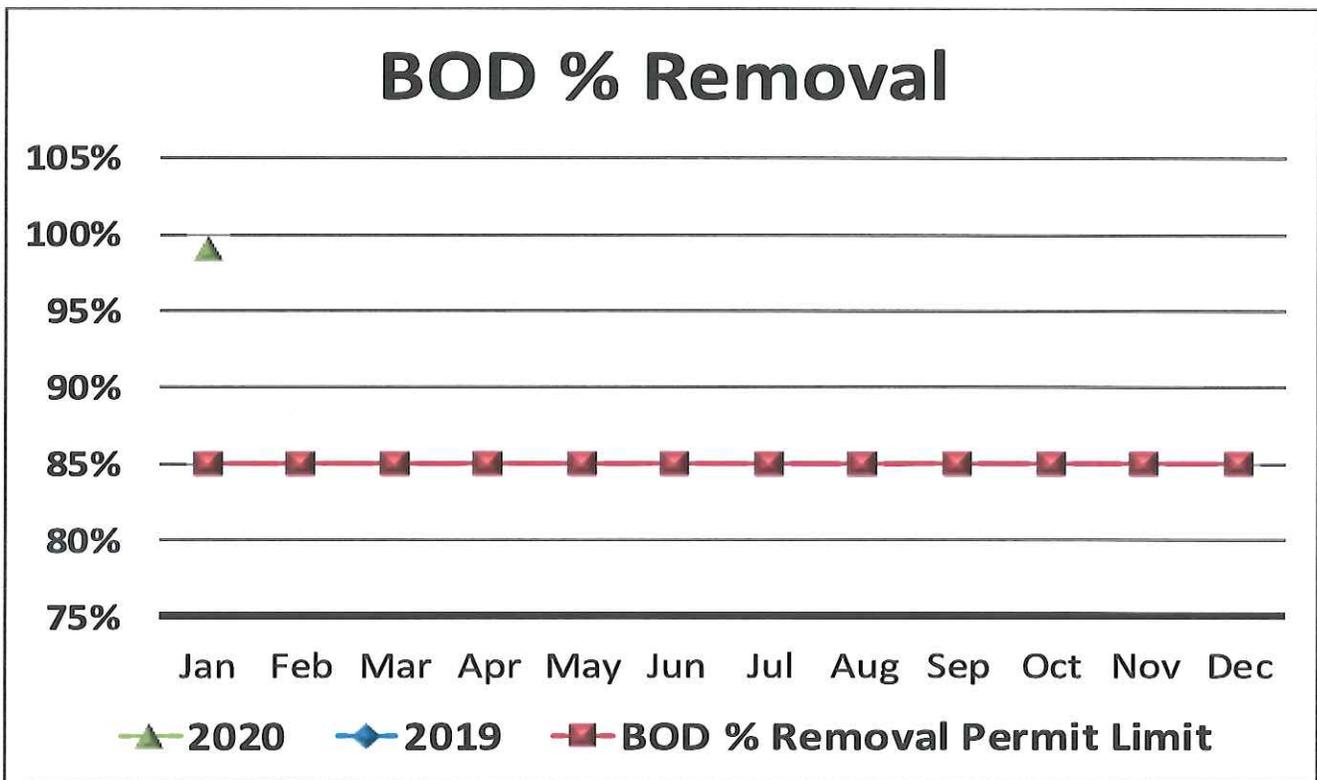
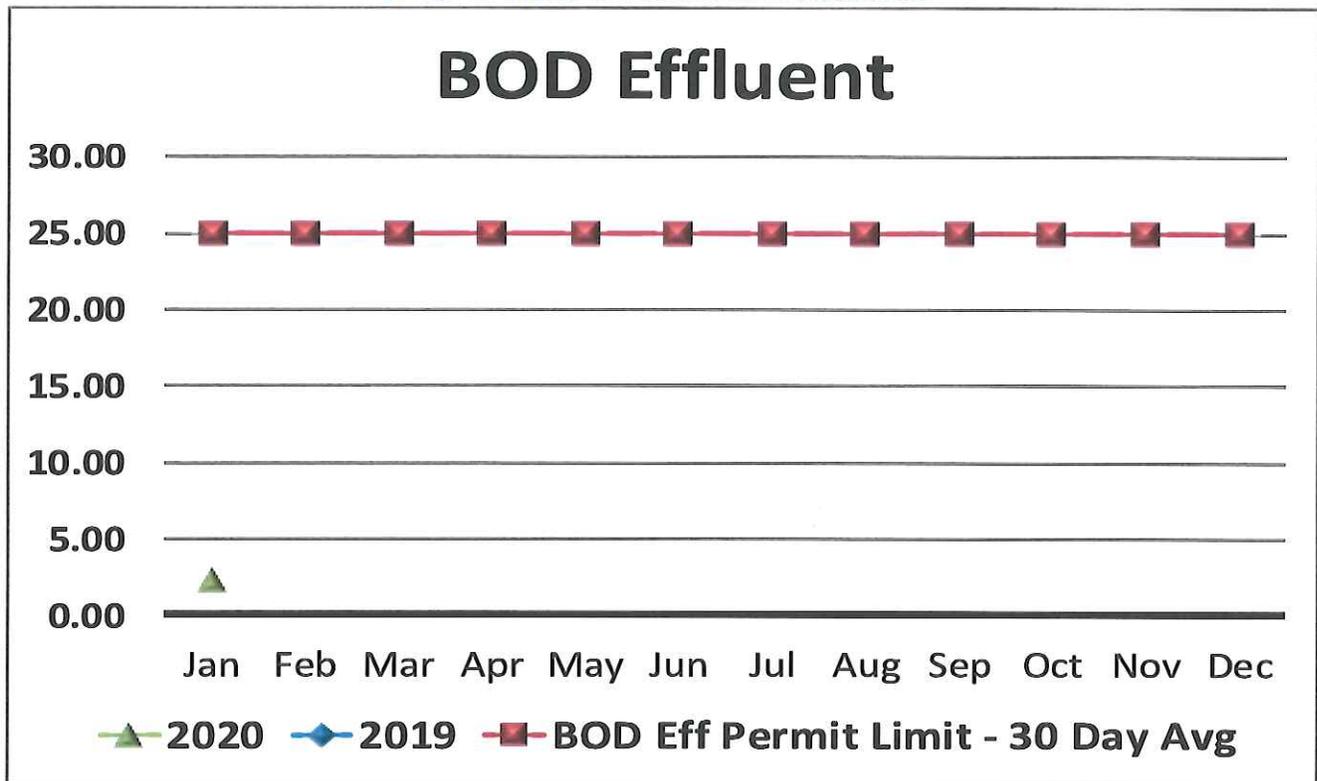
- 1/2 Learned daily routine and sampling locations. Simplified and revised daily log sheets.
- 1/8 Answered pressure loss complaint at 215 Elk Run Dr. We found the resident's water softener was the reason behind poor pressure. The resident was advised to contact a plumber.
- 1/22 Started collecting the city's water and sewer utility maps to transfer them to a GIS system called Diamond Maps. At this point we have accomplished most of the water and sewer mains. We have also mapped out water main valves, fire hydrants, and manholes. Fine tuning these maps will be an ongoing process as we become more familiar with the system.
- 1/30 Had an individual verbally accept an offer for the open position and hope to start training February 17th.

Wastewater Operation & Maintenance

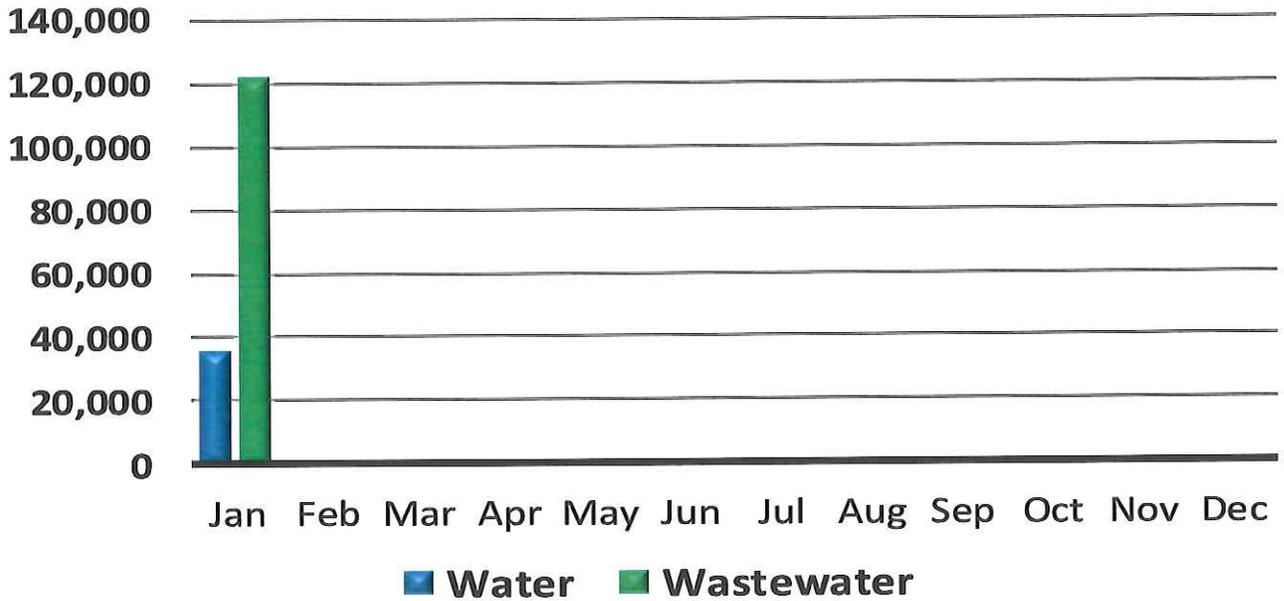
- 1/8 Electric Pump delivered and installed EQ Pump #2. After installing Pump #2 we found that EQ Pump #1 has a seal leak (motor windings are submerged). This will need to be addressed as this pump will soon fail. Having both pumps in operation is vital for the spring thaw. We are currently waiting on a quote from Electric Pump for the repair.
- 1/13 Submitted a response letter to City Hall in accordance to Iowa Workforce Development complaint. We have already investigated these issues and corrected them.
- 1/29 Discussed the 2017 DNR Wastewater Sanitary Survey with Mayor Kristi. We expect to see an inspection from the DNR here in 2020. We would like to show progress the City has made based on their 2017 report. The City has been very proactive in their annual sewer cleaning



maintenance program as well as installing/budgeting standby power for lift stations. In time we plan to address the other issues on the report such as: lift station communication (Omni Sites), structural integrity of Sutton lift station, and manhole and sewer rehab in a few vital locations.



**Average Daily Water Pumped vs. Wastewater
In Gallons**



Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Chemical Budget	\$0.00	\$0.00	#DIV/0!	0%
Maintenance Budget	\$0.00	\$0.00	#DIV/0!	0%
Total	\$0.00	\$0.00	#DIV/0!	0%

		January-20	December-19	January-19
Water				
Water	Units			
Total Monthly Pumped	gallons	1,086,000	0	0
Average Daily Pumped	gallons	35,000	0	0
Maximum Daily Pumped	gallons	52,300	0	0
Minimum Daily Pumped	gallons	22,400	0	0
Chlorine				
Chlorine - Total Avg Residual Plant	mg/L	0.89	0.00	0.00
Chlorine - Total Avg Residual System	mg/L	0.81	0.00	0.00
Chlorine - Recommended Residual System	mg/L	1.50	0.30	0.30
Chlorine used	lbs	NA	0.00	0.00
Water Loss				
Water Billed	gallons	0	0	0
Water used in main breaks/hydrant flush	gallons	0	0	0
Water used at city buildings	gallons	0	0	0
Loss	gallons	100%	#DIV/0!	#DIV/0!
Wastewater				
BOD				
BOD Influent Avg	mg/L	216.00	0.00	0.00
BOD Effluent Avg	mg/L	2.25	0.00	0.00
BOD Eff Permit Limit - 30 Day Avg	mg/L	25	0	0
BOD % Removal	%	99.00%	0.00%	0.00%
BOD % Removal Permit Limit	%	85%	85%	85%
TSS				
TSS Influent Avg	mg/L	91.20	0.00	0.00
TSS Effluent Avg	mg/L	1.00	0.00	0.00
TSS Effluent Permit Limit - 30 Day Avg	mg/L	25	0	0
TSS % Removal	%	99.00%	0.00%	0.00%
TSS % Removal Permit Limit	%	85%	85%	85%
Nitrogen Ammonia				
NA Effluent Avg	mg/L	0.0	0.0	0.0
NA Effluent Permit Limit - 30 Day Avg	mg/L	6.3	0.0	0.0
Influent Flow				
Total Monthly	gallons	3,770,000	0	0
Average Daily	gallons	121,709	0	0
Maximum Daily	gallons	142,000	0	0
Minimum Daily	gallons	107,000	0	0
Permit Limit - 30 Day Avg	gallons	281,000	0	0
Permit Limit - Daily Maximum	gallons	291,000	0	0

RESOLUTION 2990

A RESOLUTION OF THE CITY COUNCIL OF ELK RUN HEIGHTS, IA THAT
THE FOLLOWING BILLS BE PAID AND TRANSFERS ARE HEREBY ALLOWED

ACTUALLY CLEAN CARPETS	COMM RM CARPET CLEANING	150.80
AMENT	ENGINEER MONTHLY PYMNT	75.00
	ENGINEER	760.50
	VENDOR TOTAL	835.50
AUTO PLUS	VEHICLE FLUID	10.12
	WINDOW TINT	14.99
	VENDOR TOTAL	25.11
CHRISTOPHERSON HYDRAULICS	NEW CYLINDER FOR TRACTOR	350.00
COURIER	1/14 MINSUTES	33.09
	PH: PROPOSED PRPERTY TAX LEVY	60.81
	1/7 MINUTES	32.58
	1/16 BUDGET WORKSHOP	27.57
	1/14 MINUTES AND BILLS	136.85
	VENDOR TOTAL	290.90
ELAN CARDMEMBER SERVICE	RU-FUEL	(22.50)
	RU-FUEL	(24.74)
	CH-TISSUE/COMM. ROOM	6.42
	RU-FUEL	104.05
	RU-FUEL	123.75
	RU-FUEL	75.00
	RU-UNIFORM & VEHICLE SPLYS	13.99
	RU-UNIFORM & VEHICLE SPLYS	45.35
	RU-FUEL	75.00
	RU-FUEL	57.08
	RU-FUEL	75.00
	RU-FUEL	76.53
	RU-FUEL	85.76
	CH-ONLINE SERVICES	35.00
	CH-ONLINE SERVICES	12.50
	CH-BUSINESS CARDS/MAYOR	39.58
	SUPPLIES	45.00
	SUPPLIES	27.46
	CH-OFFICE SUPPLIES	22.52
	CH-COPY PAPER	32.99
	RU-OFFICE SUPPLIES	6.58
	REVERSE LATE FEE	(39.00)
	REVERSE INTEREST	(10.34)
	VENDOR TOTAL	862.98
ANQUASHA GATES	FEFUND COMM ROOM CANCELLATION	37.50
IMFOA	APRIL 2020-APRIL 2021 DUES	50.00
KIDS FIRST COMMUNITY	BUSINESS CARDS	200.00
KRISTI LUNDY	CELL PHONE REIMBURSEMENT	40.00
LYNCH DALLAS	LEGAL ATTORNEY	2,743.50
MUNICIPAL PIPE TOOL	FLEXNET M2 ANNUAL SUPPORT	2,150.00
MUNICIPAL SUPPLY	WT-SUPPLIES	298.25
P & K MIDWEST	TRACTOR REPAIR	326.70
RICOH USA	COPIER CONTRACT	64.93
ROBERTS STEVENS PRENDERGAST	LEGAL - ATTORNEY	2,233.75
SCOT'S SUPPLY	TRACTOR MAINTENACE/FLUIDS, HOSE, FITT	394.70
	HOSE & FITTINGS FOR TRACTOR	200.20

	VENDOR TOTAL	594.90
TEDS HOME & HARDWARE	STREET SUPPLIES	11.48
THOMAS JAMES	CELL PHONE REIMBURSEMENT	40.00
WATERLOO WATER WORKS	MONTHLY WATER BILL	1,943.39
	MONTHLY WATER BILL	1,832.59
	VENDOR TOTAL	3,775.98
	001 GENERAL	6,018.51
	110 ROAD USE TAX	2,039.04
	305 WASTE WATER PLANT PRJCT	760.50
	600 WATER	4,114.23
	610 SEWER	2,150.00
	TOTAL:	15,082.28
	JANUARY PAYROLL:	
	BIWEEKLY PAYROLL	11,004.36
	EFTPS	3,191.84
	TOTAL PAYROLL:	14,196.20
PREPAYS		
AMENT INC	ENGINEER	75.00
CASEY'S GENERAL STORE	FUEL	137.38
CREATIVE IMPACT CO	NAME PLATES	32.00
WATERLOO WATER WORKS	DOUGLAS RD QRTL Y PMT	58.01
IOWA WORKFORCE	UNEMPLOYMENT PMT	3,016.00
ENVER KANTAREVIC	COMMUNITY RM REFUND	75.00
KEYSTONE LABS	TESTS/PERMITS	760.00
LYNCH DALLAS PC	LEGAL/ATTORNEY	764.00
MEDIACOM	PHONE SERVICE	87.72
MID AMERICAN ENERGY	DECEMBER UTILITIES	2,635.59
PEOPLESERVICES	JAN&FEB SERVICES	23,400.00
SCHAEFER TREE SERVICE	TAKE DOWN CHRISTMAS DÉCOR	200.00
THE SLED SHED	SHARPEN BLADES	22.00
WASTE MANAGEMENT	RECYCLING/GARBAGE	5,508.63
WATERLOO FIRE RESCUE	3RD QTR FIRE CONTRACT	9,164.99
WELLMARK	HEALTH INSURANCE	1,848.58
	TOTAL PREPAYS	47,784.90

**PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF ELK RUN HEIGHTS, IOWA ON THIS
11TH DAY OF FEBRUARY 2020**

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

RESOLUTION 2991

RESOLUTION APPROVING THE MAXIMUM TAX DOLLARS FROM CERTAIN LEVIES FOR THE CITY'S PROPOSED FISCAL YEAR 2020-2021 BUDGET

WHEREAS, the City Council of the City of Elk Run Heights, Iowa is preparing the annual budget for the Fiscal Year 2020-2021; and

WHEREAS, the City Council of the City of Elk Run Heights, Iowa has considered the proposed FY21 city maximum property tax dollars for the affected levy total; and

WHEREAS, a notice concerning the proposed city maximum property tax dollars was published as required and posted on city web site and/or social media accounts as required; and

WHEREAS, a public hearing concerning the proposed city maximum property tax dollars was held as published on February 11, 2020.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Elk Run Heights, Iowa that the maximum property tax dollars for the affected tax levies for FY2020/2021 shall not exceed \$364,587 (2.18%), which represents an increase of greater than 102% from the Maximum Property Tax dollars requested for FY2020.

BE IT FURTHER RESOLVED, by the City Council of the City of Elk Run Heights, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute said resolution.

PASSED AND ADOPTED ON THIS 11TH FEBRUARY 2020

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

RESOLUTION 2992

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK RUN HEIGHTS, IOWA, APPROVING FISCAL YEAR 2021 BUDGET FOR PRESENTATION AND SETTING THE DATE OF A PUBLIC HEARING FOR THE PROPOSED BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2021

BE IT RESOLVED, by the City Council of the City of Elk Run Heights, Iowa, as follows:

- (1) The Budget for the Fiscal Year ending June 30, 2021 is hereby approved for presentation to the public;
- (2) A public hearing concerning the proposed Budget for Fiscal Year ending June 30, 2021 is hereby established for March 10, 2020 at the regular City Council Meeting at 6:00 p.m. in the Elk Run Heights Council Chambers;
- (3) The City Clerk is hereby directed and authorized to publish notice of said public hearing according to State Law.

PASSED AND ADOPTED THIS 11TH DAY OF FEBRUARY 2020

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

RESOLUTION 2993

A RESOLUTION AUTHORIZING THE TRANSFER OF CERTAIN MONEY AS OUTLAYED AND AUTHORIZING THE CLERK TO MAKE THE TRANSFER

Be it Resolved by the Council of the City of the City of Elk Run Heights, Iowa:

Section I. The city clerk is hereby authorized to transfer the following funds:

TRANSFERS					
DATE	REASON FOR TRANSFER	DESCRIPTION	FROM FUND	TO FUND	AMOUNT
02/11/2020	RECLASSIFY CAPITAL PROJECT REVENUES INTO ITS FUND PER AUDIT	CAPITAL PROJECT FEE	610-SEWER	613-WASTEWATER TREATMENT PLNT PRJCT	\$68,137.39
02/11/2020	RECLASSIFY CAPITAL PROJECT REVENUES INTO OWN FUND PER AUDIT	CAPITAL PROJECT FEE	305-GOV WWTP PRJCT FUND	613-ENT. 613-WASTEWATER TREATMENT PLNT PRJCT	\$406,944.16
02/11/2020	MOVING PARKS IMPROVEMENT FUNDS TO CAPITAL PROJECT FUNDS	CAPITAL PROJECT FEE	001-GENERAL	306-MAYORS PARK IMPROVEMENTS	\$75,000.00
02/11/2020	MOVING VEHICLE RPLCMNT FUNDS TO GENERAL TO PAY FOR TRACTOR	TRACTOR PURCHASE	005-VEHICLE REPLACEMENT	001-GENERAL	\$10,000
				TOTAL TRANSFER:	560,081.55

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Elk Run Heights, Iowa that the clerk is hereby authorized to make such transfer.

PASSED AND ADOPTED THIS 11TH DAY OF FEBRUARY 2020

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

RESOLUTION 2994

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK RUN HEIGHTS, IOWA AMENDING THE LIST OF OFFICIAL SIGNATORIES FOR THE CITY'S ACCOUNTS

WHEREAS personnel changes occur during the course of time due to a change in membership or personnel, as through election, retirement, resignation, marriage or death.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Elk Run Heights that: We do hereby designate the following named individuals as authorized signatories on the City of Elk Run Heights financial accounts:

Kristi Lundy, Mayor
Lisa Smock, Mayor Pro Tem
Julie Eastman, City Clerk
Sarah Peverill, Deputy City Clerk

LET IT BE FURTHER RESOLVED by the City Council of the City of Elk Run Heights that the above referenced signatories are authorized on the following accounts effective February 11, 2020:

First Security Bank

PASSED AND ADOPTED ON THIS 11TH DAY OF FEBRUARY 2020

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

RESOLUTION 2995

**A RESOLUTION AUTHORIZING THE CITY CLERK TO PUBLISH THE
EMPLOYEE AND ELECTED OFFICIALS WAGES FOR THE CALENDAR
YEAR 2019 AS REQUIRED BY IOWA CODE**

Dennis Bass	\$ 1,000.00
Bonnie Cross	\$ 834.52
Julie Eastman	\$22,594.02
Jamison Eder	\$11,415.64
Larry Frost	\$ 2,800.00
Thomas James	\$45,034.82
DeAnne Kobliska	\$ 6,964.64
Kristi Lundy	\$16,450.40
Sarah Peverill	\$ 5,182.50
Timothy Ratchford	\$ 1,858.34
Patrick Reiman	\$75,151.75
Arlan Schellhorn	\$ 950.00
Lisa Smock	\$ 900.00
Tim Swope	\$ 4,166.66
Dale Wilson	\$ 875.00
Brian Wirtz	\$ 9,948.06
Paul Wirtz	\$ 491.25

PASSED AND ADOPTED ON THIS 11TH FEBRUARY 2020

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

RESOLUTION 2996

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
28E AGREEMENT CONTRACT FOR LAW ENFORCEMENT
SERVICES WITH THE CITY OF EVANSDALE, IOWA.**

WHEREAS, the City of Elk Run Heights, is desirous of contracting law enforcement services with the City of Evansdale Police Department and;

WHEREAS, the Evansdale Police Department has agreed to provide such service.

THEREFORE, the duration of this agreement is one (1) year, commencing July 1, 2020 and terminating (including) June 30, 2021

BE IT RESOLVED, by the City Council of the City of Elk Run Heights, Iowa, that the Mayor and the City Clerk are hereby authorized to enter into a 28E Agreement CONTRACT FOR LAW ENFORCEMENT SERVICES, with The City of Evansdale for fiscal year 2021 at a cost of \$48,123.00. Payments to be made on a quarterly basis by the 15th day of the first month of each quarter.

PASSED AND ADOPTED ON THIS 11TH DAY OF FEBRUARY 2020

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

28E CONTRACTUAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS CONTRACT made and entered into this _____ day of _____, 2020, by and between the City of Evansdale, Iowa (hereinafter “Evansdale”) and the City of Elk Run Heights, Iowa (hereinafter “Elk Run Heights”).

WHEREAS, Elk Run Heights is desirous of contracting law enforcement services with Evansdale, and WHEREAS, Evansdale is agreeable to rendering such service on the terms and conditions hereinafter set forth, and WHEREAS, Evansdale is agreeable to furnishing law enforcement services to Elk Run Heights as hereinafter set forth.

NOW, THEREFORE, pursuant to Chapter 28E of the Code of Iowa, 2015, the parties agree as follows:

1. Duration of Agreement. The duration of this agreement is one (1) year, commencing July 1, 2020, and terminating (including) June 30, 2021.
2. No Entity Created. No separate legal or administrative entity is created by this agreement.
3. Purpose of Agreement. The purpose of this agreement is to provide law enforcement services to Elk Run Heights.
4. Financing. Elk Run Heights shall finance the operation from general revenue. Detailed budgets and costs shall be kept by both parties. Elk Run Heights agrees to pay Evansdale for the fiscal year beginning July 1, 2020 and ending June 30, 2021 the sum of \$48,123 payable quarterly on the 15th day of the first month of each quarter.
5. Renewal. This agreement will automatically be extended for an additional one year period unless three months’ written notice of intent not to extend is given by either party.
6. Services to be Provided.
 - A. Evansdale agrees to provide law enforcement services within the corporate limits of Elk Run Heights, which services shall include but not be limited to the enforcement of state statutes, where applicable, municipal ordinances, general patrol activities, and the duties and functions of the type customarily rendered by professional law enforcement officers to enforce the ordinances of the municipal code of Elk Run Heights and the statutes of the State of Iowa by duly sworn and certified officers of Evansdale.
 - B. Evansdale agrees that it shall provide law enforcement protection within the corporate limits of Elk Run Heights, 24 hours a day, 365 days a year, on a random patrol basis, random patrol meaning that there is no fixed time in which the personnel or vehicles will appear but Evansdale will treat Elk Run Heights as part of its normal city patrolling jurisdiction and shall furnish 25 hours of random patrol within Elk Run Heights per week.

C. Officers shall attend all law enforcement related court and administrative hearings upon the request of the Elk Run Heights City Attorney or Elk Run Heights city officials.

D. Officers shall, where possible, file charges under City Ordinances of Elk Run Heights, but if Elk Run Heights has no applicable ordinance, then the charge may be filed under the applicable state statute.

E. Evansdale shall make monthly reports to the Mayor and City Council of Elk Run Heights. These monthly reports shall include the enforcement activity, number of calls, the number of investigative hours spent, and other matters which the parties may deem important to be included in these reports. These reports shall be computer based wherever possible.

F. The discipline of all officers in matters incident to performance of their services and control of all personnel shall remain with Evansdale. Evansdale shall also be responsible for all training, hiring, firing, assignment and other discipline of their employees.

G. Evansdale shall hold Elk Run Heights harmless for any liability arising out of Evansdale's performance of this contract. Elk Run Heights shall, however, remain responsible for any intentional or negligent acts of Elk Run Heights, its officers or employees, that result in liability and damages to Evansdale or third parties. Both Evansdale and Elk Run Heights shall provide their liability insurance to cover the operation and performance of this contract.

7. Responsibility of Mayor. The Mayor of Elk Run Heights shall be responsible for setting law enforcement practices and standards, generally. Said guidelines will be communicated directly to the Evansdale Police Chief by the Mayor. Laws to be enforced equally and without favor.

8. Additional Services. Evansdale will provide additional personnel and services when requested by Elk Run Heights for special events or incidents. Elk Run Heights shall pay to Evansdale the actual cost of said additional personnel and services, in the same manner as described in paragraph 9 below. Evansdale will provide time cards and other verification of costs when requested by Elk Run Heights.

9. Specialty Personnel. If it becomes necessary for Evansdale to provide special investigative, enforcement, photographic, or laboratory services to Elk Run Heights for the investigation or prosecution of any crime committed in Elk Run Heights, Evansdale shall bill Elk Run Heights on a monthly basis for said expenses at the actual cost to Evansdale. Evansdale agrees that the above services shall only be necessary if the regular patrol officer is unable to perform the needed work due to the lack of experience, training or availability. It is anticipated by the parties that the above services would only be required in the investigation of major felony matters. The billing for specialty services is done by Evansdale. An itemized statement is prepared and sent to Elk Run Heights for receiving the services and payment for the services is sent to Evansdale and placed in the general fund as revenue.

10. Elk Run Heights Non-Liability. Elk Run Heights shall not assume any liability for the direct payment of any salaries, wages or other compensation to any Evansdale personnel performing services hereunder for Elk Run Heights, or any liability other than provided in the contract. Elk Run Heights shall not be liable for compensation or indemnity to any Evansdale employee for injury or sickness arising out of his or her employment and Evansdale hereby agrees to hold harmless Elk Run Heights from any such claim.

11. Liability Insurance. Each of the parties hereto agrees that they shall maintain the same liability insurance coverage they now have in force to insure their respective interest in this contract. Each party may require proof of insurance and certification of insurance from the other, and compliance with such a request shall not unreasonably be withheld.

12. Consultation with Elk Run Heights. Evansdale Police representatives shall make themselves available during normal working business hours to the City Council or Mayor of Elk Run Heights to discuss the law enforcement services being provided to Elk Run Heights.

13. Default. In the event one party defaults or cannot perform because of circumstances beyond its control, Evansdale shall refund Elk Run Heights an amount of money in the same proportion to the contract price as the time for non-performance is to the contract.

14. Access. All parties mutually agree to allow access to records, documents and papers to auditors of Elk Run Heights and of Evansdale as allowed by Chapter 692 of the Code of Iowa. Such access shall be allowed until three years after the expiration date of this contract.

15. Third Party Claims. Elk Run Heights shall not be responsible for any act, injury or damage arising out of the performance of this contract due solely to the fault or negligence of Evansdale. Elk Run Heights shall, however, be responsible for any act, including acts of negligence, that causes claims to be made by or against Evansdale or a third party. Each party to this agreement shall be required to defend any action as their interests appear.

16. Evansdale Non-Liability. Evansdale and its officers and employees shall not be deemed to assume any liability for intentional or negligent acts of Elk Run Heights, its officers or employees. Elk Run Heights shall hold Evansdale, its officers and employees harmless from, and shall defend Evansdale, its officers and employees against any claim for damages resulting therefrom.

17. Entire Agreement. All parties state that they have obtained the necessary approval and acceptance from their respective governing bodies to enter into this agreement and that the above provisions constitute the entire and complete agreement between the parties on this subject matter.

THE ABOVE CONTRACT is hereby entered into by the following authorized agents of the parties.

CITY OF EVANSDALE, IOWA

By: _____
Troy Beatty, Mayor

ATTEST:

City Clerk

CITY OF ELK RUN HEIGHTS, IOWA

By: _____
Kristi Lundy, Mayor

ATTEST:

City Clerk

RESOLUTION 2997

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
28E AGREEMENT CONTRACT FOR ANIMAL CONTROL
SERVICES WITH THE CITY OF EVANSDALE, IOWA.**

WHEREAS, the City of Elk Run Heights, is desirous of contracting animal control services with the City of Evansdale Animal Control Department and;

WHEREAS, the Evansdale Animal Control Department has agreed to provide such service.

THEREFORE, the duration of this agreement is four (4) months, commencing March 1, 2020 and terminating (including) June 30, 2020

BE IT RESOLVED, by the City Council of the City of Elk Run Heights, Iowa, that the Mayor and the City Clerk are hereby authorized to enter into a 28E Agreement CONTRACT FOR ANIMAL CONTROL SERVICES, with The City of Evansdale for the remainder of fiscal year 2020 at a cost of \$761.32.

PASSED AND ADOPTED ON THIS 11TH DAY OF FEBRUARY 2020

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

28E CONTRACTUAL AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS CONTRACT made and entered into this _____ day of February 2020, by and between the City of Evansdale, Iowa (hereinafter “Evansdale”) and the City of Elk Run Heights, Iowa (hereinafter “Elk Run Heights”).

WHEREAS, Elk Run Heights is desirous of contracting animal control services with Evansdale, and

WHEREAS, Evansdale is agreeable to rendering such service on the terms and conditions hereinafter set forth, and

NOW, THEREFORE, pursuant to Chapter 28E of the Code of Iowa, 2015, the parties agree as follows:

1. **Authority.** Evansdale and Elk Run Heights, each acting through their respective City Council, enter into this Agreement by virtue of the powers granted to them under Iowa Code Chapter 28E.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide animal control services to Elk Run Heights.
3. **Administration.** No separate entity is established to administer this Agreement. The Mayor of Evansdale and the Mayor of Elk Run Heights shall administer this Agreement. No real or personal property shall be acquired by either party for the purpose of administering this Agreement.
4. **Effective Date.** This Agreement shall be effective March 1, 2020, provided that by that time it has been approved and executed by both parties and recorded with the Iowa Secretary of State. This Agreement shall remain in effect until June 30, 2020. Either party may terminate this Agreement prior to that date by giving thirty days’ written notice to the other party.
5. **Services to be Provided.** The services provided will include pick up of sick or injured animals, dead animals, confined stray animals, and at-large animals. Elk Run Heights will be responsible for issuing pet tags and will keep that revenue. Elk Run Heights will provide Evansdale’s animal control officers with a listing of all issued pet so that the officers may return any registered animals to their registered owners.

Elk Run Heights will not be charged any additional fees for the use of the animal control facilities nor for any supplies used to house the animals. Evansdale will keep the revenue paid by the animal’s owner for pick-up fees and overnight charges.

Evansdale will hold animals for five days to allow owners time to pick up their animal. After that waiting period, animals will be given to an individual interested in adopting the animal or surrendered to the Cedar Bend Humane Society.

6. **Financing.** Elk Run Heights shall finance the operation from general revenue. Detailed budgets and costs shall be kept by both parties. Elk Run Heights agrees to pay Evansdale for the period beginning March 1, 2020 and ending June 30, 2020 the sum of \$697.67 payable on or before April 1, 2020. If Evansdale exceeds 16 calls in this four-month period, Elk Run Heights agrees to pay \$25 for each additional call. Evansdale shall invoice Elk Run Heights for all additional calls. Elk Run Heights shall pay all invoices upon receipt.
7. **Employees.** The discipline of all personnel shall remain with Evansdale. Evansdale shall also be responsible for all training, hiring, firing, and assignment of their employees.

Elk Run Heights shall not assume any liability for the direct payment of any salaries, wages or other compensation to any Evansdale personnel performing services hereunder for Elk Run Heights, or any liability other than provided in the contract.

8. **Liability Insurance.** Each of the parties hereto agrees that they shall maintain the same liability insurance coverage they now have in force to insure their respective interest in this contract. Each party may require proof of insurance and certification of insurance from the other, and compliance with such a request shall not unreasonably be withheld.
9. **Default.** In the event one party defaults or cannot perform because of circumstances beyond its control, Evansdale shall refund Elk Run Heights an amount of money in the same proportion to the contract price as the time for non-performance is to the contract.
10. **Third Party Claims.** Elk Run Heights shall not be responsible for any act, injury or damage arising out of the performance of this contract due solely to the fault or negligence of Evansdale. Elk Run Heights shall, however, be responsible for any act, including acts of negligence, that causes claims to be made by or against Evansdale or a third party. Each party to this Agreement shall be required to defend any action as their interests appear.
11. **Evansdale Non-Liability.** Evansdale and its officers and employees shall not be deemed to assume any liability for intentional or negligent acts of Elk Run Heights, its officers or employees. Elk Run Heights shall hold Evansdale, its officers and employees harmless from, and shall defend Evansdale, its officers and employees against any claim for damages resulting therefrom.
12. **Notice.** Any Notice required or authorized by this Agreement shall be in writing and either personally delivered or sent by ordinary mail to the following addresses:

City of Evansdale
Attn: Mayor
123 N. Evans Road
Evansdale, IA 50707

City of Elk Run Heights
Attn: Mayor
5042 Lafayette Rd.
Elk Run Heights, IA 50707

13. **Entire Agreement.** All parties state that they have obtained the necessary approval and acceptance from their respective governing bodies to enter into this Agreement and that the above provisions constitute the entire and complete agreement between the parties on this subject matter. Any subsequent modification to the terms of this Agreement shall be in the form of duly executed Addendum to this Agreement.

14. **Savings Clause.** If any section, provision or part of this Agreement shall be found to be unconstitutional, such finding shall not affect the validity of this Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.

THIS AGREEMENT is hereby entered into by the following authorized agents of the parties.

CITY OF EVANSDALE, IOWA

By: _____
Troy Beatty, Mayor

ATTEST:

DeAnne Kobliska, City Clerk

CITY OF ELK RUN HEIGHTS, IOWA

By: _____
Kristi Lundy, Mayor

ATTEST:

Julie Eastman, City Clerk

RESOLUTION 2998

A RESOLUTION AUTHORIZING THE TRANSFER OF CERTAIN MONEY AS OUTLAYED AND AUTHORIZING THE CLERK TO MAKE THE TRANSFER

Be it Resolved by the Council of the City of the City of Elk Run Heights, Iowa:

Section I. The city clerk is hereby authorized to transfer the following funds for the Parks Improvement Projects Engineering costs totaling \$47,800 in which 80% \$38,240.00 will be funded from 306-Mayors Park Improvement Funds and the remaining 20% \$9,560.00 to be funded from 121-Local Option Sales Tax Fund:

TRANSFERS					
DATE	REASON FOR TRANSFER	DESCRIPTION	FROM FUND	TO FUND	AMOUNT
02/11/2020	MOVING LOST FUNDS TO PARK CAPITAL PROJECT FUNDS	ENGINEER DESIGN COSTS/MAYORS PARK	121-LOCAL OPTION SALES TAX	306-MAYORS PARK IMPROVEMENTS	\$9,560.00
				TOTAL TRANSFER:	\$9,560.00

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Elk Run Heights, Iowa that the clerk is hereby authorized to make such transfer.

PASSED AND ADOPTED THIS 11TH DAY OF FEBRUARY 2020

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

Veracity Excavating LLC

10009 HARMON RD
 La Porte City, IA 50651
 (319) 342-2702
 (319) 504-4291

Estimate

Date	Estimate #
9/22/2019	14

Name / Address
City of Elk Run Heights Attn: Tim Swope, Sr. 5042 Lafayette Road Elk Run Heights, IA 50707



Project	Terms
	Net 30

Description	Qty	Rate	Total
mow / mulch trees in drainage area on the east side of Elk Run Rd. and north of Dubuque Rd.	1	4,800.00	4,800.00
Sales Tax		7.00%	0.00
Balance due within 30 days of completion. Proposal can be withdrawn if not accepted within 30 days.			Total \$4,800.00

Phone #
319-342-2702



HAWKEYE ALARM & SIGNAL COMPANY

LISTED BY UNDERWRITER'S LABORATORIES, INC.

Burglar Alarm - Fire Alarm

Closed Circuit T.V., Access Control Systems, Commercial Telephone Systems

P.O. Box 2431

Waterloo, Iowa 50704

Phone (319) 232-0490

Toll Free (800) 605-0490

City of Elk Run Heights
5042 Lafayette Road
Elk Run Heights, IA 50707

RE: Bid for Video Security System.

Hawkeye Alarm will provide and install the following:

- Install one- 8 Channel Network Video Recorder with 2 TB of storage.
- Install one- UPS battery back-up.
- Install three- 4.0 MP High Definition IP cameras. (2 Exterior, 1 Interior)
- Install one- 4K Ultra High Definition IP camera.
- All wire and labor needed to install the above system.
- Hawkeye Alarm's one-year warranty.

Hawkeye Alarm's bid for the above system is \$2,746.00 plus tax.

If you have any questions, please call me at 232-0490. Thank you.

Submitted by,
Ross Samek
Hawkeye Alarm & Signal Company





We Engineer Your Success

Jasper Engineering & Equipment Company

700 Hamel Road
Medina, MN 55340
952-938-6504 | FAX: 952-935-7772
www.jaspereng.com

Quote #: Q20405-2 For Elk Run Heights
Date: 1/23/2020

To:
Mike Adair
PeopleService, Omaha
209 S. 19th. Street, Suite 555
Omaha NE 68102
United States

Email: madair@peopleservice.com

Phone: (877) 774-4311

From: Debbie J Elliott

Email: djelliott@jaspereng.com

Mike, here is the quote for the OmniSite units that you requested for Elk Run Heights.

Table with 5 columns: Item, Quantity, Part Number, Unit Price, Total. It lists 4 items (S-CB-ENO-PHA-120-CDM-LDU, S-OB-120-NK, STD-1, SL-1) and a subtotal/total row.

Thank you for the opportunity to quote. If we are favored with an order, please address your PO to Jasper Engineering, and send to 952.935.7772 or sales@jaspereng.com for processing. Freight will be prepaid and added to the invoice unless otherwise specified.

Terms and Conditions of Sales of Equipment or Services By Jasper Engineering and Equipment Company

1. **Applicability**

These terms and conditions apply to all transaction in which goods or services are leased, sold, or provided, or are to be leased, sold, or provided by, from, or on behalf of Jasper Engineering and Equipment Company to or for the benefit of any purchaser, lessee, or other person, whether or not such other person deals directly with Jasper Engineering and Equipment Company or its agent.
2. **Title**

Any equipment shall remain the personal property of Jasper Engineering and Equipment Company, notwithstanding delivery and regardless of the extent which the equipment may be affixed to or used in connection with or incorporated in any realty, until the full purchase price has been paid.
3. **Taxes**

The buyer shall pay all sales and other taxes in addition to the price of the equipment or lease or services. The buyer shall also pay any and all other excise, property, or other taxes or charges.
4. **Confidential Information**

All information provided to the buyer relating to price, design, performance, size, and type of equipment is not to be shown or disclosed or made available to others without the prior written consent of Jasper Engineering and Equipment Company.
5. **Warranty**
 - a. Jasper Engineering and Equipment Company warrants its equipment to be free from defects in material and workmanship. Thus warranty is subject to the remedies provided in paragraph 6.
 - b. Equipment and materials not manufactured by Jasper Engineering and Equipment Company are warranted only to the extent and in the manner they may be warranted or guaranteed to Jasper Engineering and Equipment Company by the manufacturer thereof, provided that this warranty by Jasper Engineering and Equipment Company is effective only to the extent such warranty or guarantee may be reasonably enforced without litigation by Jasper Engineering and Equipment Company. Jasper's liability under this warranty is subject to the remedies provided in paragraph 6.
 - c. THE IMPLIED WARRANTY OF MERCHANTABILITY IS EXPRESSLY DENIED AND EXCLUDED.
 - d. THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DENIED AND EXCLUDED.
 - e. There are no warranties, express, implied, or statutory, and no guarantees, and no representations concerning the performance capabilities of the equipment other than those set forth in paragraph 5a and 5b above or as otherwise agreed to by Jasper Engineering and Equipment Company in writing, provided that this disclaimer is not effective as to warranties or guarantees that the applicable law prohibits from being disclaimed or waived.
6. **Remedy Limitations**
 - a. Jasper Engineering and Equipment Company shall not be liable for any special, indirect, or consequential damages of any nature whatsoever, including, but not limited to lost income, lost profits, damage to other property, damage to computer or other information systems, and any other losses caused by delays, or down time, or operating or maintenance costs.
 - b. The remedy for any breach of contract or breach of warranty or guarantee shall be limited to repair or replacement of the equipment.
 - c. In no event shall the liability of Jasper Engineering and Equipment Company to the buyer exceed the amount paid by the buyer for the purchase of the equipment; or if leased, one year's lease payments, or if Jasper is providing services, the cost of services charged to and paid for by the customer.
7. **Insurance**

The buyer shall buy and maintain insurance on the equipment from the time of delivery to the buyer until the equipment is paid for in full.
8. **Default by Buyer**

In the event the buyer becomes insolvent, bankrupt, or defaults in any term or condition of this agreement or any other agreements between Jasper Engineering and Equipment Company and the buyer, the entire unpaid portion of the purchase price shall, without notice or demand become immediately due and payable. In any such event, Jasper Engineering and Equipment Company at its option, without notice or demand shall be entitled to any one or more of the following remedies: 1) to sue for the balance due under this and all other agreements, plus reasonable attorneys fees (calculated on either an hourly basis or contingent fee basis), plus out-of-pocket expenses and interest; and/or 2) to enter any place where the equipment is located and to take immediate possession of and to remove the equipment, with or without legal process, and/or 3) to retain all payments previously made on this or other agreements, and/or 4) to resell the equipment at a public or private sale without notice or demand for and on behalf of the buyer, and to apply the net proceeds from the sale after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs, storage charges, taxes, liens, collection and attorneys fees and all other expenses in connection therewith to the balance then due to Jasper Engineering and Equipment Company and to receive from the buyer the deficiency between such net proceed of sale and the balance. The buyer hereby waives all trespass, damage and other claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not in limitation of any other rights of Jasper Engineering and Equipment Company.
9. **Modification, Waiver, and Rescission**

This agreement cannot be modified or rescinded and no provision of it shall be waived except by a writing signed by Jasper Engineering and Equipment Company. A waiver or repeated waivers of any provision or provisions hereof shall not constitute a waiver of the same provision or provisions or any other provisions in any other instance and shall not impair the rights of Jasper Engineering and Equipment Company to enforce any of their terms and conditions of this agreement subsequent to such waiver.
10. **Entire Agreement**

This agreement is intended by the parties as the final expression of their agreement and is the complete and exclusive statement of the terms of their agreement.

Quality Pump & Control

840 15th Street S.W.

Mason City, IA 50401

Quotation

Date	Quote #
2/4/2020	569

Name / Address
City of, Elk Run Heights 5042 Lafayette Road Elk Run Heights, IA. 50707

P.O. No.	Project

Item	Description	Qty	Cost	Total
Part	Repair of Flygt 3085.092			
Part	Basic Repair Kit (seals, bearings, & o-rings)	1	652.50	652.50
Part	Clean & Bake stator	1	150.00	150.00
Shop Labor	3085-092 repair	7	110.00	770.00
Shop Supplies		1	35.00	35.00
	Adder-- Trip charge & 2hr onsite to pull pump \$805.95			

Subtotal			\$1,607.50
Sales Tax (7.0%)			\$0.00
Total			\$1,607.50



QUOTATION

4280 E 14th Street
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electricpump.com

QUOTE NUMBER: 0135911
QUOTE DATE: 2/3/2020
EXPIRE DATE: 3/3/2020

SALESPERSON: BRIAN FROST
CUSTOMER NO: 2320025
QUOTED BY: jar
BLIND QUOTE FLYGT

QUOTED TO:
CITY OF ELKRUN HEIGHTS
5042 LAFAYETTE ROAD
ELK RUN HEIGHTS, IA 50707-1399

JOB LOCATION:
CITY OF ELKRUN HEIGHTS
5042 LAFAYETTE ROAD
ELK RUN HEIGHTS, IA 50707-1399

CONFIRM TO:
HEATH DRAEGER 319-830-5215

***** QUOTE ORDER - DO NOT PAY *****

CUSTOMER P.O.	SHIP VIA OURTRK	F.O.B.	TERMS Net 30 Days
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ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
BLIND REPAIR QUOTE FOR YOUR EXISTING FLYGT 3085 INCLUDING PULL AND REINSTALL PUMP						
0000006018948	EACH	1.00	0.00	0.00	971.00	971.00
			KIT,REPAIR BASIC 3085.092,182			
0000005959905	EACH	1.00	0.00	0.00	610.00	610.00
			ROTOR UNIT			
/PSSR	HOUR	6.00	0.00	0.00	130.00	780.00
			PUMP LABOR-SEWAGE/SUBMERSIBLE			
/ENVI	EACH	1.00	0.00	0.00	60.00	60.00
			OIL AND ENVIRONMENTAL CHARGE			
/MISC	EACH	1.00	0.00	0.00	25.00	25.00
			MISC. SHOP SUPPLIES			
CHARGES TO PULL AND REINSTALL REPAIRED PUMP						
/SCKS	HOUR	2.00	0.00	0.00	130.00	260.00
			SERVICE CALL			
/TCKS	HOUR	8.00	0.00	0.00	130.00	1,040.00
			TRAVEL			
/MIKS	MILE	532.00	0.00	0.00	1.35	718.20
			MILEAGE			

THIS BLIND REPAIR QUOTE DOES NOT INCLUDE FREIGHT

IF ANY ADDITIONAL MACHINING OR REPAIR PARTS ARE NEEDED TO COMPLETE THE REPAIR, WE WOULD CONTACT YOU BEFORE PROCEEDING WITH THE REPAIR

HEATH, IF YOU HAVE ANY QUESTIONS REGARDING THIS BLIND REPAIR QUOTE, PLEASE FEEL FREE TO CONTACT US

THANK YOU, JULIE ROKES
julier@electricpump.com

*** Continued ***



QUOTATION

4280 E 14th Street
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electricpump.com

QUOTE NUMBER: 0135911
QUOTE DATE: 2/3/2020
EXPIRE DATE: 3/3/2020

SALESPERSON: BRIAN FROST
CUSTOMER NO: 2320025
QUOTED BY: jar
BLIND QUOTE FLYGT

QUOTED TO:
CITY OF ELKRUN HEIGHTS
5042 LAFAYETTE ROAD
ELK RUN HEIGHTS, IA 50707-1399

JOB LOCATION:
CITY OF ELKRUN HEIGHTS
5042 LAFAYETTE ROAD
ELK RUN HEIGHTS, IA 50707-1399

CONFIRM TO:
HEATH DRAEGER 319-830-5215

*** QUOTE ORDER - DO NOT PAY***

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS			
	OURTRK		Net 30 Days			
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT

CC TO BRIAN FROST 515-710-9140

All return goods must have written approval from Electric Pump, Inc. before returning. Credit will not be issued without written approval and if applicable there will be a Restock Fee.

Net Order:	4,464.20
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total	4,464.20

ABOVE PRICING EFFECTIVE FOR 30 DAYS

August 9, 2019

Property Owner
Evansdale, IA 50707

RE: Sump Pump and Footing Drain Inspection Program RE: 207 Grand Boulevard

The City of Evansdale will begin conducting mandatory sump pump and footing drain inspections for sewer customers in Evansdale to verify that sump pumps, footing drains, foundation drains, roof drains, downspouts and other clear water sources are not connected to the sanitary sewer system.

Like many cities in Iowa, Evansdale faces a challenge with its sanitary sewer system. During rainfall events the system is overloaded by excess ground water and rainwater (clear water). Excess clear water in the sanitary sewer collection system leads to unnecessarily high flows in the sanitary sewer. These high flows could result in basement sewage backups, bypassing of untreated wastewater and increased taxpayer costs to treat water that does not need to be treated.

The City has been separated into nine sectors, to stagger inspection times over the next several years. Your property is located in the sector where the City will be conducting inspections.

To accomplish this, inspectors will need access to your property and basement to observe exterior grading, roof drains, sump pit/pump, and seepage collection system if present. For fairness to customers, all buildings with a sewer account will be inspected, regardless of whether a basement or sump pump is present.

To ensure customer safety all inspections will be scheduled by city hall employees and conducted by public works staff who will present proper identification; there is no fee for the initial inspection if done by the city. No door-to-door inspections will be conducted. Inspections will be completed between the hours of 7:00 a.m. and 7:00 p.m. A typical inspection should be completed in approximately 15 minutes.

Alternately, the sewer customer may contract with a licensed plumber authorized to do business in the City to perform the inspection. An inspection performed by anyone other than a city employee will require the completion and return of an inspection form provided by the city. All costs associated with an inspection by a licensed plumber retained by the property owner shall be the responsibility of the property owner.

Chapter 100 of the Evansdale Code of Ordinances prohibits clear water connections into the sanitary sewer and authorizes the City to conduct inspections to verify that buildings do not have clear water connections. Failure to schedule an inspection could result in a sanitary sewer surcharge of \$50 per month to be added to your sewer portion of your water bill or the property owner's taxes will be assess for this amount.

Please contact City Hall at (319) 232-6683 to schedule an inspection appointment to verify that no clear water connections are present on your property. All inspections must be scheduled by thirty (30) days to avoid sanitary sewer surcharge.

Thank you for your consideration,

Doug Faas
Mayor

Frequently Asked Questions

Like many cities in Iowa, Evansdale City faces a challenge with its sanitary sewer system. During rainfall events the system is overloaded by excess ground water and rain water (clear water). Excess clear water in the sanitary sewer collection system leads to unnecessarily high flows in the sanitary sewer. These high flows can result in basement sewage backups, bypassing of untreated wastewater and increased taxpayer costs to treat water that does not need to be treated. Following are some frequently asked questions about the City's Inspection and Disconnection Program:

Is there any cost for inspections?

There is no charge to property owners for initial inspections completed during this program.

How long does an inspection take?

A typical inspection is completed in under 15 minutes. Many are complete in about 5 minutes.

What about my privacy?

The inspector will be looking specifically for improper connections to the sanitary sewer and will not be looking for anything else in your home.

I don't have a sump pump. Do I still need an inspection?

Yes, in the interest of fairness to all customers, all buildings with a sanitary sewer account will be inspected regardless of whether a sump pump is present.

Is it mandatory to conduct an inspection?

Yes, it is mandatory to complete an inspection. Chapter 100 of the Evansdale City Code of Ordinances prohibits clear water connections into the sanitary sewer and authorizes the City to conduct inspections to verify that buildings do not have clear water connections. It also authorizes the application of a sanitary sewer surcharge equal to the base monthly sewer fee be added to sewer bills for buildings that have not been inspected and passed.

What is the inspection looking for?

In general, the inspector will be looking to verify that sump pumps, roof drains, and other clear water sources are not connected to the sanitary sewer system or have the potential to do so. To accomplish this, inspector will need access to your property and basement to observe exterior grading, roof drains, sump pit/pump, and seepage collection system if present.

When will I have my inspection?

The city will be separated into seven sectors designated by color to stagger inspection times. You will be contacted by letter when the City begins inspections in your designated sector. The letter will include contact information to schedule your inspection. You can search for your property on this map to determine which sector you are in.

Can I hire a licensed plumber to do the inspection?

No. To ensure customer safety, all inspections will be scheduled and conducted by public works staff who will present proper identification. No door-to-door inspections will be conducted. Inspections will be completed between the hours of 7:00 am and 7:00 pm.

What is the penalty if you discover my sump pump isn't compliant?

No penalty for finding your sump pump isn't compliant during the initial inspection. We will require that the plumbing be corrected and re-inspected.

What if I refuse to have the inspection done?

After the specified period of time for scheduling inspections has passed, all customers who have not scheduled an inspection will have a monthly sanitary sewer surcharge applied to their utility bill until an inspection is completed to verify that no clear water connections are present within your home or building.

What should be hooked to the sanitary sewer and what should be to the storm sewer? (basically, what's the difference?)

Sanitary: toilets, showers, dishwashers, washing machines, and other 'dirty' water generated from our daily lives. Small volumes of furnace or dehumidifier condensate and water softener backwash are ok going into the sanitary sewer.

Storm: rain water and ground water from sump pumps, beaver drains (seepage collection systems), roof drains, gutters, exterior driveway or sidewalk drains, etc. Pools should be emptied into the storm sewer after being dechlorinated.

Can my basement floor drain be hooked into the sanitary sewer?

Yes, your basement floor drain is supposed to hook into the sanitary sewer.

City of Elk Run Heights, Iowa

EMPLOYEE POLICY MANUAL

As Revised

14 August 2018

DISCLAIMER

This Handbook provides City of Elk Run Heights employees with an outline of the basic personnel policies, practices, and procedures established to provide an efficient, equitable, and functional system of personnel administration. This Handbook has been prepared to make employees aware of what to expect in the way of privileges and benefits.

No policies in this handbook shall supersede any provisions of state or federal law. If any policy in this Handbook conflicts with state or federal law, only that policy shall be void. No policies in this handbook shall supersede a Union contract entered into by the City. If this handbook and the Union contract conflict, the Union contract policy that conflicts shall govern with respect to the Union employees. The use of masculine or feminine gender in references or title shall be considered to include both genders and is not a sex limitation.

Not all policies and regulations or details concerning policies and regulations can be covered in this handbook. For example, some policies and benefits described in this handbook, such as the group health insurance plan, are covered in greater detail in official policy documents from the insurance carrier. You should refer to those documents or your supervisor for more information regarding any employment policy.

This handbook is provided for informational purposes only. The policies, procedures, benefits, and plans described in the handbook may be revised by the City without prior notice. The City retains the exclusive right to revise the handbook at any time. When changes are made, you will receive an official supplement or a new handbook. Any promises, representations or actions by a City official or employee that are contrary to this handbook are not the official policy of the City and are of no force or effect.

This handbook is neither a contract of employment nor a legal document. This employee handbook is not intended to create any contractual rights in favor of you or the City. This handbook is not to be construed as an employment contract or as a promise that you will be employed for any specified period of time. Employment can be terminated at any time at the will of either you or the City. Nothing in this manual change the at-will nature of your employment with the City.

This handbook does not create or expand any state or federal legal liability imposed on the City.

It is the responsibility of employees who receive this handbook to read and comply with the policies in this handbook and any future revisions made to this handbook.

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SECTION A GENERAL ADMINISTRATIVE PROVISIONS

A.1 Scope:

All City employees and officials are covered by this handbook.

A.2 Definitions

CITY: City of Elk Run Heights, Iowa.

COMPENSATION: The salary, wage, allowances, and other forms of valuable consideration earned by or paid to any employee by reason of service in any position but does not include allowances authorized and incurred incident to employment.

DISABLED PERSON/EMPLOYEE: Any person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment, as defined by applicable state law.

EXEMPT EMPLOYEE: An employee who is not required to receive overtime in accordance with the Fair Labor Standards Act for work performed beyond forty (40) hours in a workweek.

PROBATIONARY EMPLOYEE: All employees during their ninety days of employment are considered probationary employees.

LAYOFF: The involuntary, non-disciplinary separation of an employee from a position because of a reduction in forces or funds.

LEAVE: An approved absence from work.

NONEXEMPT EMPLOYEE: An employee who is required to be paid at the rate of one and one-half (1 ½) their regular rate for all hours worked beyond forty (40) hours in a workweek in accordance with the FLSA.

OVERTIME: Approved time worked by an employee in excess of forty hours for the week.

REGULAR FULL TIME EMPLOYEE: An employee hired to work the City's normal full-time forty (40) hour work week on a regular basis. Such employees may be exempt or nonexempt under the Fair Labor Standards Act.

REGULAR PART TIME EMPLOYEE: An employee hired to work fewer than forty (40) hours per week on a regular basis. Such employees may be exempt or nonexempt under the FLSA. Part-time regular employees are not eligible for any benefits described in this manual, unless otherwise indicated or required by law.

SEASONAL or TEMPORARY EMPLOYEE: An employee engaged to work full-time or part-time on the City's payroll with the understanding that his or her employment will be terminated no later than upon

completion of a specific assignment. Temporary or seasonal employees are not eligible for any benefits described in this manual, unless otherwise indicated.

SENIORITY: Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire, including service in a temporary position.

SUSPENSION: The temporary separation of an employee for disciplinary purposes.

TEMPORARY EMPLOYEE: A person who is hired for a short period of time, not to exceed one year. Such employees do not receive City benefits.

TERMINATION: The separation of an employee from employment with the City. Either the City or the employee can terminate the employee's employment.

A.2 Administration:

Hiring of employees is done by a three-person committee including the Mayor and two Council members. That Committee has the authority to hire all City employees. The City Council shall have the authority to discipline and terminate the employment of all City employees as allowed under state and federal law. The City Council may delegate this authority to City Department heads as the City Council sees fit. Where required by state law, the Mayor shall appoint, discipline or otherwise terminate the employment of a City employee subject to the approval of the City Council where required and local, state, and federal laws.

A.3 Discrimination, Harassment & Retaliation:

A. Non-Discrimination

The City is dedicated to equal employment and advancement opportunities. It is the City's policy to hire and promote qualified individuals on the basis of their qualifications, interest and aptitude, and without unlawful regard to race, religion, creed, color, sex, gender, gender identity, sexual orientation, pregnancy, age, national origin, disability, genetic information, or any other characteristic protected by local, state or federal law. This policy applies to all terms, conditions, and privileges of employment, including but not limited to recruiting, hiring, training, transfers, promotions and benefits.

The City will not tolerate discrimination by or against any employee on the basis of race, religion, creed, color, sex, gender, gender identity, sexual orientation, pregnancy, age, national origin, disability, genetic information, or any other characteristic protected by law. Employees of the City shall be free to join or refrain from joining any employee union or association. The City will not tolerate retaliation against any employee who, in good faith, reports discrimination or in good faith participates in an investigation regarding discrimination

If an employee believes that he/she is subject to discrimination or retaliation, the employee should use the complaint procedure outlined in the City's policy below.

B. Harassment and Sexual Harassment

Harassment, retaliation, coercion, interference, or intimidation of any employee because of that employee's race, religion, creed, color, sex, gender, gender identity, sexual orientation, pregnancy, age, national origin, disability, genetic information, or any other characteristic protected by local, state, or federal law ("harassing conduct"), is illegal and is strictly forbidden. Harassing conduct in the workplace includes, but is not limited to: epithets, slurs, or negative stereotyping; threatening, intimidating or hostile acts or words; and written or printed material that denigrates or shows hostility toward an individual or group made or posted in the workplace or in the course of employment for the City. Such harassing conduct is a prohibited form of discrimination under state and federal employment laws and is also considered misconduct subject to disciplinary action.

The City will not tolerate harassment against any employee. The City will not tolerate retaliation against any employee who, in good faith, reports discrimination or in good faith participates in an investigation regarding discrimination

If an employee believes that he/she is subject to harassment or retaliation, the employee should use the complaint procedure outlined in the City's policy, below.

This policy also includes sexual harassment, a form of harassment. Sexual harassment is illegal discrimination on the basis of sex. It can consist of unwelcome sexual advances, requests for sexual favors, or other physical or verbal conduct of a sexual or harassing nature by supervisors, managers, co-workers, or others in the workplace. Sexual harassment exists when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of the employee's employment;
2. Submission to or rejection of the conduct is used as the basis for decisions affecting the employee's employment; or
3. The conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

Sexual harassment may consist of a variety of behaviors, including, but not limited to the following examples:

1. Verbal conduct such as sexual innuendo, suggestive comments, jokes of a sexual nature, sexual propositions, or threats;
2. Nonverbal or visual materials such as derogatory posters, photography, graffiti, cartoons, drawings, or gestures;
3. Physical conduct such as unwelcome touching, hugging, kissing, coerced sexual contact, or assault;
4. Threats or demands to submit to sexual requests in order to keep the employee's job or receive some job-related benefit; or
5. Retaliation for reporting or threatening to report harassment.

The City is committed to maintaining a workplace that is free of any such harassment, sexual or otherwise, and will not tolerate discrimination against employees, customers or guests. Harassment is prohibited under local, state and federal employment laws and is also considered misconduct subject to

disciplinary action, up to and including termination. Immediate action will be taken to resolve complaints about discrimination and harassment. See the policy below for the complaint procedure.

C. Retaliation

Employees who make good faith claims of discrimination or harassment shall not be subjected to retaliation. Witnesses who, in good faith, participate in any investigation regarding discrimination or harassment, shall not be subjected to retaliation. Retaliation is punishing an employee by demoting them, terminating them, or changing their work conditions in a material way. The City shall not tolerate retaliation. Claims of retaliation should be brought to the attention of the employee's Department Head and/or the City Council. If an employee reports retaliation to his or her supervisor, the supervisor shall immediately notify the City Council.

Investigation of a complaint normally will include interviewing the parties involved and any named or apparent witnesses. All employees are expected to cooperate with an investigation. All employees shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint under this policy, participating in an investigation, or filing a complaint with a state or federal agency.

Any employee determined after investigation to have retaliated against another employee will be subject to appropriate disciplinary procedures depending upon the severity of the behavior, up to and including termination.

A.4 Complaint Procedure for Claims of Discrimination, Harassment and Retaliation

Any employee who feels he/she is being subjected to unlawful discrimination, harassment and/or retaliation should immediately contact one of the persons listed below with whom the employee feels the most comfortable. Complaints may be made orally or in writing to:

- (a) Employee's Supervisor
- (b) City Council

The employee should be prepared to provide the following information:

- (a) Employee's name, department and position title.
- (b) Name of the person or persons committing the unlawful conduct.
- (c) Date(s) and approximate time(s) of the unlawful conduct.
- (d) The specific nature of the unlawful conduct, how long it has gone on, and any employment action (demotion, failure to promote, termination, refusal to hire, transfer, etc.) taken against the employee as a result of the harassment, or any other threats made against him/her as a result of the harassment.
- (e) Witnesses to the unlawful conduct, if any.
- (f) Whether the employee has previously reported such unlawful conduct and, if so, when and to whom.

After receiving a complaint about unlawful discrimination, harassment and/or retaliation, the person receiving the complaint shall document the complaint in writing. The employee shall sign the written complaint attesting to the accuracy and truthfulness of the incident. All information disclosed in the

complaint procedure will be held and will be disclosed only on a need-to-know basis in order to investigate and resolve the matter.

A.5 Investigation of Claims of Discrimination, Harassment, and Retaliation

It is the City Attorney's responsibility to coordinate the investigation of unlawful discrimination, harassment and/or retaliation complaints. If the City Attorney is the subject or complainant of the complaint, the City Clerk shall coordinate the investigation. The following procedures shall apply to the investigation of such complaints:

- (a) The person to whom the complaint is made shall immediately present it in writing to the City Clerk and/or City Attorney;
- (b) The City Attorney shall name an impartial investigator who shall promptly begin the investigation;
- (c) The investigator shall meet with the complainant and the respondent, as well as any witnesses who may assist in the investigation;
- (d) The investigator shall notify the respondent of the allegations against them unless immediate notification would jeopardize the investigation or result in a safety concern;
- (e) The respondent shall be given appropriate opportunity to refute the allegation and present information and/or witnesses on their behalf.
- (f) The investigator shall make and keep a written record of the investigation, including notes of verbal responses made to the investigator by all persons interviewed about the unlawful conduct;
- (g) Based upon the investigative report, the City Attorney shall determine whether the respondent's conduct constituted unlawful discrimination, harassment and/or retaliation. In making that determination, the City Attorney shall look at the record as a whole and the totality of circumstances, including the nature of the conduct in question, the context in which the conduct, if any, occurred. The City Attorney shall use the preponderance of the evidence standard in determining whether the complaint about the unlawful conduct is substantiated or not substantiated;
- (h) If the City Attorney determines the complaint is substantiated, the City Council shall determine the appropriate disciplinary measures depending upon the nature and severity of the behavior, up to and including termination of employment. The City Council shall take appropriate measures intended to not only discipline the offender, but which are reasonably calculated to prevent further discrimination, harassment or retaliation in the future.
- (i) This determination shall include whether a Supervisory relationship exists, and any other factors the City Council believes relate to fair and efficient administration of the City, including the effect of the offense on employee morale, public perception of the offense, and the light in which it casts on the City. Upon the conclusion of the investigation, the City Attorney shall notify the complainant and respondent of the determination (substantiated or not substantiated.) If any disciplinary measures are implemented, they are confidential personnel matters which shall not be disclosed to any employees. The City Attorney shall notify the complainant and respondent that retaliation will not be tolerated and that if the complainant experiences retaliatory conduct, he/she should report it to the City Attorney or the City Clerk.

- (j) Upon the conclusion of the investigation, the City Attorney shall notify the witnesses that the matter has concluded, and that if they experience retaliatory conduct, to promptly report it to the City Attorney or the City Clerk.
- (k) If the City Council determines after reviewing the investigation report that the complainant did not make the complaint in good faith or otherwise falsified the complaint, the City Council shall determine the appropriate disciplinary measures depending upon the nature and severity of the behavior, up to and including termination of employment.

A.6 ADA Compliance

If an applicant or employee has or believes he or she has a disability as defined by the Americans with Disabilities Act as Amended (“ADAAA”), and the disability requires a reasonable accommodation for the applicant or employee to perform his or her essential job functions, the applicant or employee should notify the City with that information. In compliance with the ADAAA, the City will engage in the interactive process with qualified applicants or employees with disabilities to determine if a reasonable accommodation exists that will allow the applicant/employee to perform his/her essential job functions. The City encourages applicants or employees to raise any issues implicating the ADAAA with his/her immediate supervisor or the City Council. All information regarding employees’ disabilities and/or medical information shall be kept in a separate confidential medical file for the employee.

A.7 Veterans Preference

Any honorably discharged veteran as defined in Chapter 70.1 of the Code of Iowa is entitled to preference in appointment and employment over other applicants of no greater qualifications.

A.8 Workplace Violence

The City is committed to providing a safe, healthy workplace that is free from violence or threats of violence. For purposes of this policy, violence includes physical acts, verbal acts, and the possession of firearms, explosives, or other weapons on City property, including in City vehicles.

If employees suspect, observe, or experience violent acts while on City property or while on duty, they should report the incident immediately to their supervisor, the Mayor and the City Council. If an employee feels there is an immediate serious threat to himself/herself or to the safety of others, law enforcement authorities may be contacted directly. Supervisors have a responsibility to report to the Mayor and City Council any acts of violence or threatening behavior.

Complaints will be promptly and thoroughly investigated. Confidentiality will be maintained to the extent possible in light of the investigation. If the investigation reveals that an employee behaved in a violent or threatening manner, that employee may be subject to disciplinary action, up to and including discharge.

Individuals who engage in violent behavior or are in possession of a weapon may be removed from the premises and may be subject to dismissal or other disciplinary action, such as arrest and/or criminal prosecution.

A.9 Office of the Ombudsman

Pursuant to Iowa Code Section 70A.29, the City is putting you on notice that Iowa Code Chapter 2C authorizes the State of Iowa Office of the Ombudsman to investigate complaints. Any employee wishing to contact the Ombudsman's Office may do so by calling toll-free at 1-888-426-6283.

SECTION B EMPLOYMENT POLICIES

B.1 At-Will Employment:

City employees are considered at-will employees. Consequently, these policies do not constitute an expressed or implied contract of employment.

B.2 Hiring of Relatives:

It is the City's policy to hire the best qualified person available for each position. Relatives of current employees may be eligible for employment with the City, subject to limitations of state law governing the employment of a family member of public officials and appointed employees and the terms of this policy. To avoid the appearance of favoritism and difficulties in administering discipline, the City will not hire, appoint, transfer, promote, or otherwise place an individual in a position that involves the supervision of, or by, a family member. For purposes of this policy, "family member" or "relative" includes the individual's mother, father, grandparent, spouse, son, daughter, brother, sister, grandchild, great-grandchild, niece, nephew, aunt, or uncle. This includes any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

In cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment. If a supervisory relationship between family members is created by the marriage of two employees, the two employees will be given the option of deciding who will transfer, if possible, or who will terminate employment. If the decision cannot be made by the two employees in a timely manner, length of service in the department will be the deciding factor and the least senior employee will be transferred if possible. Otherwise, the employment of the least senior employee will be terminated.

This policy applies to all City departments and all categories of employment, including full-time, part-time, and temporary classifications.

B.3 Conflicts of Interest:

The City requires all employees and officers to conduct business in a manner that does not present an actual or potential conflict of interest.

Transactions with outside entities must be conducted within acceptable standards of operation. Business dealings with outside entities are not to result in unusual gains for those entities, or any employee or both. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks and other windfalls designed to benefit the employee or the outside entity. No City employee or officer shall accept any consideration given to influence him or her in the performance of his or her duty. Promotional plans that could be interpreted to involve unusual or liberal incentives to potential customers in order to gain business require specific approval by the Mayor and City Council.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative or friend as a result of the City's business dealings. This includes but is not limited to:

- (a) Any employment activity or enterprise which involves the use of the City's time, facilities, equipment or supplies, prestige or influence of a City office or equipment to give the employee or the employee's immediate family members an advantage or pecuniary benefit that is not available to other similarly situated members or classes or members of the general public.
- (b) Any employment or activity that involves the receipt of, promise of, or acceptance of money or other consideration by the employee or a member of the employee's immediate family from anyone other than the City for the performance of any act that the person would be required or expected to perform as part of the person's regular duties during the hours during which the person performs service or work for the City.

Personal gain includes any pecuniary gain and may result not only in cases where an employee or relative has a significant ownership in a firm with which the City does business, but also when an employee or relative receives any kickback, bribe, substantial gift or special consideration as a result of any transaction or business dealing involving the City.

No "presumption of guilt" will be made by the mere existence of a relationship with outside entities. However, if an employee has any influence over transactions involving purchases, contracts or leases, it is imperative he/she immediately disclose to his/her supervisor or department head the existence of any actual or potential conflict of interest. The City shall then attempt to establish safeguards intended to protect all parties.

The materials, products, designs, plans, ideas and data of this organization are the property of the City and should never be given to an outside firm or individual except through normal channels and with appropriate authorization. Any improper transfer of material or disclosure of information, even though the employee may not have personally benefited by such action, constitutes misconduct. Any employee participating in such activity may be subject to disciplinary and/or legal action.

Any violation of this policy may result in disciplinary action up to and including termination.

B.4 Outside Employment:

City employees may hold outside jobs as long as he/she meets the performance standards of their duties with the City. All employees will be judged by the same performance standards and will be subject to the City's scheduling demands, regardless of any existing outside work requirements.

If the City determines that an employee's outside work interferes with performance or the ability to meet the requirements of the employee's job duties with the City, the employee may be asked to terminate the outside employment if he/she wishes to remain as an employee of Elk Run Heights.

Outside employment that constitutes a conflict of interest is prohibited. This section is intended to prevent violation of Iowa Code Section 362.5 which prohibits an employee or officer from having an interest, direct or indirect, in any contract or job or work or materials or profits thereof or services to be furnished or performed for the officer's or employee's city.

SECTION C PRE-HIRING, POSTING, EVALUATING and APPLICATION

C.1 Job Posting:

Whenever a position becomes available, a notice of such opening will be posted at City Hall for at least ten (10) calendar days before the deadline for submitting that application for the position. When the position is full time it may also be advertised in the newspaper the City uses for official publications. The notice will contain the position title, a brief job description, and minimum hiring specifications.

C.2 Employment Applications:

All applicants for employment with the City shall file an application form provided by the City. Written statements or documentation such as resumes, transcripts, or letters of recommendation may be attached, but the City shall not be responsible for the return of any attachments.

The City relies upon the accuracy of information in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in City exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment. False, incorrect or incomplete information given on the application may be grounds for immediate dismissal, at any time.

Application forms are available at City Hall and shall be submitted to the City Clerk. Applicants, including current employees, shall be considered on the basis of ability to perform the essential job functions, past performance, experience, training, aptitude, and other job-related qualifications.

C.3 Examination Methods:

In making a selection among candidates to fill City vacancies, the appointing authority may use written, oral or performance tests, an evaluation of training or experience, or any combination of these. Investigations of character, personality, education, experience or physical fitness may also be made as deemed appropriate.

C.4 Drivers License:

All current employees and applicants for employment shall have a valid Iowa driver's license and/or Commercial Driver's License if the essential functions of the employee's job require such licensure. Loss of license or loss of insurability by the City's insurance carrier shall be cause for termination if such licensure is an essential function of the job. All employees are required to keep appropriate licenses current and submit a copy of all necessary licenses to City Clerk, for insertion into their respective personnel file. Any costs associated with required licenses shall be paid by the employee.

C.5 Bond-ability:

All current employees and all applicants for employment that require a bond must be bondable by the City's insurance carrier. Loss of bond ability shall be cause for termination.

C.6 Citizenship & Alien Status Verification:

To comply with the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990, and all subsequent amendments, the City requires all employees to present documented proof of identity and eligibility/authorization to work in the United States.

As a condition of employment, each new employee must properly complete, sign, and date the first section of the Immigration and Naturalization Service Form I-9. Before commencing work, newly re-hired employees must also complete the form if the employee has not previously filed an I-9 with the City, or if their previous I-9 is more than three years old or is no longer valid. At the time the form is completed, employees must show the original copies of two forms of legal identification, such as driver's license, Social Security card, Birth Certificate, or an Immigration and Naturalization "green" card.

C.7 Post Job Offer Physical Examinations:

The City may require an applicant to submit to a job-related physical examination by a physician designated by the City and at the City's expense or the prospective employee's physician at the prospective employee's expense if the employee requests to see his or her own physician. The applicant shall not be required to submit to a job-related physical examination until after the employee has been offered a position, but before the employee starts work. Additionally, the City may require that a current employee be examined by a qualified and licensed physician or other appropriate medical professional selected by the City if there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence.

Following an examination, an employee or applicant shall provide a written statement from the physician indicating that the employee is capable of performing the essential functions of the employee's job with or without reasonable accommodations, or is capable of performing the essential functions of another job, which is open/available and for which the employee is qualified, with or without reasonable accommodations. The results of the examination will be kept in a confidential file separate from other employee records.

C.8 New Employee Practices

Prior to being hired, each applicant shall fill out an employment application indicating his or her status as a veteran under Iowa law. Additionally, copies of all credentials (degrees, certificates, etc.) that are stated in the appropriate job description's qualifications section will be procured and will be retained with the employee's application.

Upon hire, the following will be completed:

- Federal W-4 form
- State W-4 form
- Form I-9
- Employment agreement (if applicable)
- IPERS Beneficiary Form (permanent employee)
- Insurance application/declination (permanent employee)

All new employees, at hire, are required to complete, among other forms, an Employment Eligibility Verification (I-9) form. This form, pursuant to federal law, requires all employees to provide the City with specific documents to establish identity and employment eligibility. Documents accepted will be in accordance with those acknowledged by the Department of Homeland Security as described on the I-9 form.

After a contingent offer of employment is made to an applicant, a drug screening and health screening may be completed. The offer shall be contingent on (1) negative drug screening results and (2) the health screening confirming that the applicant is capable of performing the physical requirements of the position with or without a reasonable accommodation. The applicant shall have the opportunity to disclose and/or explain any information that he or she believes may influence the outcome of the drug test prior to the drug test. Furthermore, if the employee's health screening reveals that the employee may not be able to perform the job with or without an accommodation or that an accommodation may be required, the employer and employee shall engage in the interactive process pursuant to the Americans with Disabilities Act as Amended ("ADAAA").

C.9 Family Medical Leave Act (FMLA):

The City of Elk Run Heights is covered by the Family and Medical Leave Act of 1993. However, as the City has fewer than fifty (50) employees, none of its employees are eligible for FMLA leave.

C.10 Probationary Period:

The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The initial orientation period shall extend for ninety (90) days, during which time the employee shall not be eligible for any benefits, including paid time off.

All new and rehired employees work on a probationary basis for the first ninety calendar days after their date of hire. Upon satisfactory completion of the probationary period, employees enter the "regular" employment classification.

During the probationary period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and FICA. After becoming regular employees, they shall also be eligible for other Elk Run Heights-provided benefits, subject to the terms and conditions of those benefit programs, if any.

C.11 Access to Personnel Files:

The City maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, and records: i.e. training documentation, performance appraisal, salary increases and other employment records. Personnel files are the property of the City, and access to the information they contain is restricted. Generally, the Mayor and any current Council member of Elk Run Heights have a legitimate reason to review information but must do so without reproducing or copying the information contained therein. At no time shall anyone remove any employee's records from City Hall. A record of the time and date of any authorized review of an employee's confidential personnel file shall be maintained by the City Clerk.

As stated in Section 91B.1 of the Iowa Code, an employee shall have access to and shall be permitted to obtain a copy of the employee's personnel file maintained by the City, including, but not limited to performance evaluations, disciplinary records, and other information concerning employer-employee relations.

However, an employee's access to a personnel file is subject to all of the following:

1. The City Clerk and employee shall agree on the time the employee may have access to the employee's personnel file, and a representative of the City may be present.
2. An employee shall not have access to employment references written for the employee.
3. The City may charge a reasonable fee for each page of a copy made for an employee of an item in the employee's personnel file. The fee charged by the City is \$0.15/page. For purposes of this subsection, "reasonable fee" means an amount equivalent to an amount charged per page for copies made by a commercial copying business.

In the event the City Clerk is unavailable to respond to a request for access to personnel files and such absence is reasonably anticipated to exist for 48 hours or more the City Attorney shall, consistent with the terms of this policy, have authority to take action in the place of the City Clerk. In the event the City Attorney shall take action in the place of the City Clerk pursuant to the terms of this policy, the City Attorney shall take the following additional actions:

1. The City Attorney shall file with the City Clerk written notice of the date and time that action has been taken in the place of the City Clerk. Such notice shall state the circumstance of the absence of the City Clerk.
2. The City Attorney shall prepare a summary report to the City Clerk indicating who requested access to the Personnel files and what files were provided to the request.

C.12 Employment Reference Checks:

Elk Run Heights will respond in writing only to those reference-check inquiries that are submitted in writing. Responses to such inquiries will confirm only information that is public, non-confidential information pursuant to Iowa Code Chapter 22. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry, unless authorized by court order or required by federal or state law. The City will release any information relating to the results of federally required drug tests in accordance with the applicable law.

C.13 Personnel Data Changes:

It is the responsibility of each employee to promptly notify Elk Run Heights of any changes in their personal information. Personal mailing addresses, telephone numbers, email address, number and names of dependents, individuals to be contacted in the event of an emergency, beneficiary designations, educational accomplishment, and other such status reports should be accurate and current at all times. If any personnel data has changed, he/she shall notify the City Clerk immediately.

C.14 Residency Requirements:

All City employees are required to be residents of the State of Iowa at the time employment begins and shall remain residents of the State of Iowa while they are employed by the City. In order to ensure a

reasonable response time for emergency standby personnel of the City, such personnel are required to reside within a reasonable distance of the city limits of Elk Run Heights (can be waived on a case-by-case basis). Newly hired employees will have three (3) months from the time of completion of their probationary period in which to comply with this provision. Emergency standby personnel are those employees in the Police, Water, Sanitary Sewer, and Public Works departments who are normally assigned weeknight and weekend standby status for emergency response to situations requiring immediate attention.

For purposes of this policy, residence shall mean the actual domicile of the employee where that employee normally eats, sleeps and maintains the normal personal and household effects necessary for daily living. "Residence" shall not include a place secured solely for the purpose of meeting the requirements of this policy, which is maintained in addition to the employee's actual place of residence outside the City maximum limit.

C.15 Performance Evaluation:

The Mayor and two members of the City Council shall observe all employees' job performance and coach employees on areas of improvement on an informal, day-to-day basis. However, a formal written performance evaluation will also be conducted by the Mayor and no more than two members of the City Council annually, prior to January 1st. The City uses performance reviews as a tool to determine pay increases, promotions, improvement plans, employee discipline, and/or terminations. Performance reviews are based on merit, achievement, and may include, but is not limited to, consideration of the following:

- Quality of work
- Productivity
- Job Knowledge
- Teamwork and Collaboration
- Dependability and Timeliness
- Public Relations and Communication
- Respects and Follows City Policies
- Department and Personal Goals

Progression to higher pay levels shall be based on the Total Score of the Evaluation Form. Only scores of 80% or higher may be eligible for wage increases. Scores lower than 80% may be eligible for immediate termination of employment.

Any ongoing substandard conduct or job performance shall be made known to the City Council as soon as possible, especially if no significant improvement has been made by the substandard employee following verbal reprimand by his/her department head. The Mayor requires Council approval before terminating any employee for any issue including performance concerns.

Employees shall sign copies of their performance review and copies of employee performance reviews will be maintained in the employee's personnel file. For any questions about performance expectation or evaluation contact your supervisor, the Mayor, or the City Council.

The City Council of the City of Elk Run Heights has established the following guidelines for conducting these evaluations:

- Evaluations shall take place between December 1st and December 31st of each year and be reviewed with the employee.
- All new hires will first be evaluated upon completion of their 90-day Probationary Period.
- Performance evaluations are part of employees' confidential personnel files and shall NOT be reproduced or removed from City Hall at any time.
- Any current member of the City Council desiring to discuss the upcoming evaluation of any particular employee may contact the Mayor individually for comments.
- Upon completion of the Evaluation Form, the Mayor (or his representative) and employee will sign the evaluation form and the form will be placed in the employee's confidential personnel file. The employee may also receive a copy of his/her Evaluation Form, once signed by both parties.

SECTION D GENERAL EMPLOYEE CONDUCT

D.1 Statement of Conduct:

A city employee shall not engage in any employment, activity, or enterprise which is inconsistent, incompatible, or in conflict with the duties, functions and responsibilities of the department in which he or she is employed, or in conflict with City employment.

D.2 Political Activity:

An employee of the City may not use his/her official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office. They may not directly or indirectly coerce, attempt to coerce command or advise another employee to pay, lend, or contribute anything of value to a party, committee, organization or person for political purposes.

All political activity will be governed by the applicable state and federal regulations.

D.3 Employee Attendance:

The City expects employees to be reliable and to be punctual in reporting at the beginning of assigned daily work hours, and to reasonably complete their duties by the end of assigned work hours. The City does not permit employees to begin his or her work duties before his or her scheduled working time or end his or her work duties after his or her scheduled working time without prior approval from his or her direct supervisor. If an employee will be tardy, needs to leave early, or be absent for the entire work day, that employee must notify his or her supervisor as soon as the employee knows that he or she will be tardy, needing to leave early, or absent for his or her entire work day. At a minimum, employees must notify their supervisors of any absence or change in their hours at least one hour prior to the start of the employee's workday (except in cases of proven emergency). Employees are not allowed to leave their work assignments prior to their shift ending unless approval has been given by their supervisor.

D.4 Employee Appearance and Uniform Allowance:

- A. Employee Appearance: Employees are expected to maintain their personal appearance, grooming and hygiene in a manner appropriate to the task at hand and at all times befitting a representative of the City. Any employee not following this standard may be sent home to rectify any unacceptable appearance or body odor.
- B. Uniform Allowance: The Maintenance Department and the Wastewater Treatment Plant Supervisor are allowed a Three Hundred dollar (\$300.00) allowance for clothing replacement each fiscal year. This consists of uniform shirts, belt, jeans, boots and safety clothing. Purchases must be approved by the City Council prior to the expenditure. Five new shirts must be purchased yearly. Employee name and the city logo **must be** clearly placed on shirts.
- C. The City is responsible for providing safety or protective clothing and equipment if required by state or federal law. The safety equipment and protective clothing furnished to the employee shall be in safe working order, and the employee agrees to use the equipment and clothing properly for its intended purpose and return it to the Employer in the same condition as received, normal wear and tear excluded.

- D. Clothing provided to employees pursuant to this policy, whether through reimbursement or directly provided, shall be worn at all times when on duty. Modifications to clothing provided herein are not allowed except as may be required to fit.

D.5 Use of City Property:

City employees shall not directly or indirectly allow the use of City property, including leased property, for use other than officially approved activities. Each employee has a duty to protect and conserve City property, including, but not limited to, equipment, supplies, official records, funds, or any other property entrusted or issued to the employee. Employees are expected to exercise care, perform required maintenance and follow all operating instructions, safety standards and guidelines. Employees should promptly notify their supervisor, the Mayor or Mayor Pro Tem if any equipment, tools or vehicles appear to be damaged, defective or in need of repair.

All employees are required to leave their work area clean at the end of their shift or workday. The improper, careless, negligent, destructive or unsafe use or operation of City property can result in disciplinary action, up to and including termination.

The Mayor shall be notified if any equipment, machines or tools appear to be damaged, defective or in need of repair. Prompt reporting of damages, defects and needs for repair will prevent deterioration of equipment and possible injury to employees or others. Supervisors/department heads are available to answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

The use of City equipment for personal or non-work related tasks is strictly prohibited and may result in disciplinary action or criminal charges.

Employees have no reasonable expectation of privacy while using City equipment or on City property. The City may install video cameras and/or electronic locks requiring individual electronic keyless entry at any time. If those events occur, the City may use any information learned from those systems including for disciplinary purposes.

D.6 Use of Vehicles

City vehicles shall be used only for City business except as authorized by the City Council. Anyone authorized by the City Council to operate a City vehicle must:

1. Operate the vehicle safely, economically and in strict compliance with all traffic and parking regulations.
2. Comply with routine maintenance schedules as established by the City Council.
3. Assume responsibility for reporting needed repairs and maintaining the cleanliness of the interior and exterior of the vehicle.
4. Maintain communication contact with an appropriate base station when on duty or on call.
5. Not apply posters, stickers or advertisements on city vehicles without prior approval of the City Council.
6. Meet all City licensing, registration, insurance and driving record requirements.

7. Non-city employees shall be prohibited in operating or riding in city owned vehicles unless receiving prior authorization and approval from the City Council.
8. Smoking and tobacco use are prohibited in all City vehicles.
9. Employees driving City vehicles shall operate the vehicle in a safe and courteous manner.
10. Employees shall wear seat belts at all times while in a moving vehicle being used for City business, whether driving or riding as a passenger.
11. Any handheld cell phones must be compliant with Iowa law while driving any City vehicles or driving while on City-time.
12. Employees shall strictly follow the City's drug and alcohol policy when operating a vehicle on City time or a City vehicle.
13. All accidents must be promptly reported to law enforcement and the City Clerk. Employees must cooperate fully with any insurance claims investigation that occurs.
14. Any moving violations or parking violations received while on City time or in a City vehicle must be promptly reported to the City Clerk.
15. An employee shall not use a company vehicle while on medication or suffering from a medical condition that impacts his/her ability to operate a vehicle.

City vehicles shall not be used for employee's personal use. The City reserves the right to monitor and/or verify any employee's driving record at any time. If an employee loses their required licensure at any time, even if such loss of licensure is suspended to occur at a later date, the employee shall be disciplined up to and including termination.

D.7 Use of Telephones, Mail Systems, Fax Machines and Copiers

Every employee of the City is expected to use his or her time and energy to successfully fulfill the duties and responsibilities of his or her position. To maximize work activity and keep distractions to a minimum, employees should:

- Limit use of personal phone calls and other personal use of cell phones and electronic devices. The City recognizes that there may be occasions when it is necessary to make and receive personal calls, texts, and/or other communications at work whether on a City phone or a personal cellular phone; however, communications and personal use of cell phones and other devices generally should be kept to a minimum in terms of length and frequency and should not interfere with the employee's performance of City business. Such communications and personal use of devices shall not be related to any illegal, discriminatory, or harassing behavior or business; cause the City public embarrassment, or compromise City security or confidential information. The City reserves the right to determine what is reasonable or permissible use. This policy includes all communication on a cellular phone including, but not limited to texting. Any abuse of this privilege may be subject to disciplinary action.
- Not use the City's landline telephones for personal long-distance calls, unless approved in advance and prior arrangements have been made for full reimbursement to the City.
- Not use the City's letterhead, postage and supplies for personal use.
- Not use copiers or fax machines for personal benefit.
- To assure effective telephone communications with callers to the City, employees should always identify themselves to the caller, and speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.

- Non-exempt City employees shall not add their City e-mail account to their personal cell phones or other electronic devices nor should they check or otherwise attend to their work e-mail outside work hours without prior permission from their supervisor.

Any employee who violates this policy or uses telephones, mail systems, fax machines and copiers for any private purposes may be subject to disciplinary action.

Employees using City-owned cell phone or personal cell phones that are partially or completely reimbursed by the City are advised that the contents of such cell phone may be considered a public record pursuant to Iowa's Open Records laws. Such records may be required to be released to the public upon request pursuant to Iowa's Open Records laws. In addition, all e-mail sent on City accounts is a public record and subject to the disclosure requirements of Iowa's Open Records law.

D.8 Personal use of Information Technology:

Information Technology is defined as computers, computer files, e-mails and software including tablets furnished to employees are City property and intended for City-business use. By opening E-mail, sending or receiving information, using the voice mail system, logging on to the Internet or by using any of the City's software, hardware or equipment, employees agree, and understand that this technology has been provided by the City at its own expense and that it is the City's property. It is another tool for employee use in business transactions or business communication.

All communications and activity conducted on the City-owned systems are the property of the City. **Employees have no expectation of privacy when using City-owned information technology.** Simply having a password does not create a right of privacy in E-mail, Internet access or software. Employees are prohibited from using unauthorized or secret passwords and that all passwords may be required to be shared with department heads or the City Clerk. However, sharing such passwords outside the City is prohibited. Employees should not access files or retrieve any stored information or communications without authorization. Employees should access those files only as necessary for the performance of their duties. Employees using the City's information technology shall not attempt to exceed the access rights granted by the City.

Information technology is provided to Employees for the purpose of performing City business. The City reserves the right, in its sole discretion to block access to offensive, malicious, and non-business web content or websites. The City may monitor staff use of internet technology at any time without any notice other than this handbook provision.

It is permissible to use the City's technology for incidental personal purposes. This does not include uses requiring substantial expenditures of compensated time, uses for profit, or uses that would otherwise violate City policies or State law regarding use of public assets. Specifically forbidden are uses of City technology systems for personal political or religious issues or for gambling or sexual purposes of any kind.

The City prohibits the use of information technology in ways that are disruptive, offensive to others, or harmful to others. Sending, transmitting, storing or accessing offensive, derogatory, defamatory, pornographic or illegal content on the City's information technology is prohibited. If employees receive such items from another user, they are to immediately notify their supervisor or the City Council.

Employees also may not interfere with or disrupt any City network or Internet users, services, programs or equipment. Disruptions include but are not limited to propagation of computer worms, viruses or other debilitating programs and using the City network to make unauthorized entry to any other machines accessible via the network or Internet. Deliberate attempts to degrade or disrupt system performance will be viewed as criminal activity under applicable state and federal law.

E-mail is an extension of the City. E-mail messages can be traced to the sender even after they have been deleted. The City may be required to produce E-mail messages in the event of litigation or an open records request pursuant to Iowa's Open Records law.

While at work, employees are expected to use information technology in a business-like and professional manner. Use of information technology is for business purposes only. Anyone found using information technology access in a way deemed inappropriate will be denied privileges and may be subject to disciplinary action, up to and including termination.

D.9 Social Media

The City understands that social media can be a fun and rewarding way to share an employee's life and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist in making responsible decisions about an employee's use of social media, the City has established these guidelines for appropriate use of social media.

This policy applies to **ALL** employees who work for the City.

Definitions

- Posting: any writing, image, video, download, audio file, and hyperlink to other websites, or media which is downloaded, referenced, inserted, or placed upon any social media site.
- Social media or site: includes, but is not limited to, electronic communication through which users create online communities to share information, ideas, personal messages, photographs, videos, and other content. Examples of the types of social networking sites covered by this policy include, but are not limited to: blogs, LinkedIn, Facebook, Google+, Twitter, YouTube, Instagram, Pinterest, Snapchat, YikYak, photo and video sharing sites, micro-blogging, podcasts, wikis, news sites, as well as viewable comments posted on Internet sites. This policy is not meant to address only certain forms of social media, but rather social media in general as advances in technology will occur and new tools will emerge that are also expected to be used in accordance with this policy.

Guidelines

All City employees are expected to use City computers, tablets, mobile phones, computer applications and programs, internet resources and network communications in a responsible, professional, ethical, and lawful manner always. This includes use of all social media utilizing these devices. Employees should be aware that all content, including social media, on these devices **is not private** and the employer could access any information saved to, accessed by, created on, transmitted on, downloaded to, exchanged over, or discussed on these devices, including social media, at any time. Consequently, **employees have no reasonable expectation of privacy when engaging in these activities and employees should use common sense in all communications, particularly on a website or social networking site accessible to**

anyone.

In addition, employees are expected to follow all other City policies with regard to their use of social media. Any employee who violates this policy may be subject to disciplinary action up to and including termination.

The same principles and guidelines found in City policies and these basic beliefs apply to an employee's activities online. Ultimately, an employee is solely responsible for what he/she posts online. The employee may be personally responsible for any litigation that may arise should he/she make unlawful defamatory, slanderous, or libelous statements.

Know and Follow the Rules

Carefully read this policy in its entirety and ensure an employee's postings are consistent with these policies. Postings that include unlawful discriminatory remarks, harassment (as defined by our discrimination/harassment/retaliation policies), and threats of violence or other unlawful conduct will not be tolerated and may subject an employee to disciplinary action up to and including termination.

- Employees' Personal Use of Social Media:
 - Employees should limit their use of social media during working hours or on equipment provide by the City unless such use is work-related or authorized by a supervisor. Employees shall not use City-provided e-mail addresses to register on social networks, blogs or other websites for personal use. Employees should note that this provision is not meant to prohibit employees from engaging in concerted protected activity where prohibited by law.
 - Employees may not, unless expressly authorized in writing, make statements on behalf of the City on the employee's social media accounts. If an employee wishes to make a work-related statement on his/her social media, the employee should consider including a disclaimer indicating that the opinions are the employee's personal opinions not the opinion of the City.
 - Employees shall not use City-provided email accounts to sign up for or access social media unless expressly authorized to do so by the employee's supervisor.
 - Employees shall have no expectation of privacy if they access their social media using City e-mail, City networks, City servers, City devices, and/or any other City resources when accessing social media.
 - Employees shall not post, transmit, or otherwise disseminate any information to which they have access as a result of their employment with the City unless expressly authorized. In addition, employees are expected to respect the privacy of their co-workers and citizens and must take steps to protect the privacy and confidentiality of others.
 - Employees are not to use the City's intellectual property such as trademarks, logos, letterhead, *etc.* when posting on social media or in any other actions, unless expressly authorized in writing. This includes posting pictures of yourself or others wearing City uniforms or other apparel bearing the City's name or logo when the activity in the photos violates the policies in this Handbook.
 - Employees are not allowed to use photographs or other depictions related to City business, including as discussed in the paragraph above, unless expressly authorized

in writing. This includes, but is not limited to posting, transmitting, and/or disseminating any photographs or videos of City training, activities, or work-related assignments.

- Employees shall not post material that is abusive, obscene, libelous, threatening, profane or otherwise inappropriate about the City, its employees, or citizens.
- Employees shall not post material that may be construed to be discriminatory, harassing, or retaliatory under local, state, or federal law about the City, its employees, or citizens.
- Nothing in this policy is intended to infringe upon any employee's legitimate First Amendment rights and employees are free to express themselves as private citizens on social media sites. The intent of this policy is to prevent employees from engaging in unlawful speech, improperly impairing the working relationships of this City, impeding the performance of City duties and/or negatively affecting the public perception of the City. As public employees, employees are cautioned that speech made pursuant to an employee's official duties is not protected speech under the First Amendment and may form the basis for discipline.

Honesty and Accuracy

An employee should understand that honesty and accuracy are important when posting information or news, especially such information or news concerning the City, and that it is good practice to correct a mistake quickly, an employee may want to be open about any previous posts he/she has altered. Remember that the Internet archives almost everything; therefore, even deleted postings often can be searched.

Respect of Transparency

Respect copyright, trademark, and similar laws and use such protected information in compliance with applicable legal standards.

Media Contacts

All media inquiries for official City responses should be directed to the City Council and Mayor. Employees should not speak to the media for official responses on the City's behalf without contacting the City Council and Mayor.

Open Records

The City's social media sites may be considered public records under Iowa Public Records laws. If requested, the City may be compelled to disclose public records to third-party requestors. The City in its sole discretion and pursuant to Chapter 22 of the Iowa Code shall determine whether postings on its social media websites are public records and whether exemptions from disclosure apply.

If an employee has questions or needs further guidance regarding any aspect of this social media policy, please contact the Human Resources Director or Communications Director. **Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. Employees have the right to engage in or refrain from such activities.**

Employees who violate this policy shall be subject to discipline up to and including termination.

D.10 Solicitation:

The City wants to ensure that employees and visitors are not bothered by others who wish to solicit for their own business or organizations. Thus, contributions may be solicited at the City only with the permission of the Mayor.

The City's solicitations are to be kept to a minimum and for such purposes as buying flowers in the event of a death or illness in the immediate family of an employee and contributing to recognized civic and charitable institutions in the community.

D.11 Safety:

Employee safety is a top priority for the City. To ensure a safe environment, employees are expected to assist in developing the best possible working conditions.

Each employee is expected to obey safety rules and exercise caution in all work activities. Employees must immediately report any unsafe condition to the City Clerk or Mayor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report, or remedy such situations, may be subject to disciplinary action, up to and including termination.

The City shall provide safety training for city employees via the Iowa Northland Regional Council of Governments (INRCOG), according to OSHA regulations.

D.12 Emergency Management:

City employees are expected to know potential fire hazards, evacuation routes, and evacuation procedures as appropriate to their position. Employees are also expected to know and follow procedures for tornados, fires, bomb and other threats, utility failures, and medical emergencies. City employees will be required to attend initial safety training and ongoing training regarding safety as needed.

D.13 Work-Related Injury

To provide for payment of your medical expenses and partial salary continuation in the event of a work-related injury or illness, you are covered by worker's compensation insurance. The amount and duration of benefits payable depend upon the nature of your injury or illness and whether you qualify for workers' compensation benefits.

If you are injured on the job, you must notify your department head immediately. Within twenty-four (24) hours of the injury, you or your department head must report the injury to the City Clerk so that injury reports required by state law can be completed. Failure to report work-related injuries in a timely manner may result in a denial of worker's compensation benefits and/or discipline. The City's workers' compensation insurance carrier will determine what benefits the employee is entitled to, if any. The City Clerk shall inform the City Council of any claims submitted to the City's workers' compensation carrier.

The City will designate the care provider the employee is to use for all workers' compensation injuries. If an employee chooses to see his or her own treatment provider, workers' compensation benefits may not cover such care and/or treatment.

Any employee injured on the job shall be eligible, upon written request, to use accumulated sick or vacation leave during the waiting period (first three calendar days) required by workers' compensation. Thereafter, an employee off duty may use accrued sick or vacation leave in an amount equal to the difference between the employee's regular take home pay and the worker's compensation benefits. This combination of pay shall not exceed the pay the employee would have received if he/she were on full duty. If an employee wishes to supplement his or her pay with sick and/or vacation leave he or she must do so in writing.

D.14 Drug-Free Workplace & Substance Abuse Policy:

A drug-free and alcohol-free environment is necessary to maintain not only the safety and quality of the physical workplace, but also the safety and health of City employees. Even off-the-job drug or alcohol use can affect the work environment. Because of this, employees are expected to report to work with no alcohol or illegal drugs in their bodies. This is required of all employees.

To ensure a safe workplace, the City has determined that it must take the necessary steps to ensure that City employees are free from the influence of drugs and/or alcohol while performing their duties. The City has developed the following Drug and Alcohol Testing Policy which covers all City employees not otherwise affected by state or federal drug testing laws. This policy is applicable to all applicants for City positions and all City employees at any time they are actually performing, preparing to perform, or immediately available to perform any paid function as designated by the City.

After hire, employees will be tested in the following circumstances:

- An OSHA-recordable worker's compensation incident; or
- Reasonable suspicion of drug use exists.

All employees in positions requiring Commercial Drivers Licenses are subject to the federal and state laws requiring drug and alcohol testing, and those laws supersede the provisions of this policy. The Federal Transit Administration has adopted drug and alcohol testing procedures covering safety-sensitive employees engaged in mass transit and those laws also supersede the provisions of this policy.

It shall be the responsibility of the City Council and the Mayor to enforce this policy. Employees are expected to report any suspicious behavior or suspected drug abuse of an employee. It is the responsibility of each employee to abide by the procedures as outlined. Any employee refusing to submit to a drug test request made under this policy will be subject to discipline up to and including discharge.

D.15 Drug and Alcohol Testing

Definitions:

Safety Sensitive Employee: A safety sensitive employee is an employee working in a position wherein an accident or an error could cause the loss of human life, serious bodily injury, or significant property or environmental damage, including a position with duties that include immediate supervision of a person in a job that meet the requirements of this paragraph.

However, the City reserves the right to add or remove positions from its list of safety sensitive positions at any time. This includes part-time safety sensitive employees.

Reasonable Suspicion Drug and Alcohol Test: Drug or alcohol tests based upon evidence that an employee is using or has used alcohol or other drugs in violation of this written policy. Evidence in support of such a violation is drawn from specific objectives, articulable facts, and reasonable inferences drawn from those facts in light of training and experience. For the purposes of this paragraph, facts and inferences may be based upon, but are not limited to, any of the following:

- Observations while at work, such as direct observation of alcohol or drug use or abuse, or physical symptoms or manifestations of being impaired due to alcohol or drug use as described in the educational materials provided to employees.
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- A credible source's report of alcohol use or the use of drugs. The Mayor will have the final determination of who is a credible source.
- Evidence that an individual has tampered with any drug or alcohol test during the individual's employment with the City.
- Evidence that an employee has caused an accident while at work which resulted in an injury to a person for which injury, if suffered by an employee, a record or report could be required under Chapter 88 of the Iowa Code, or an accident that resulted in damage to property, including equipment, in an amount reasonably estimated at the time of the accident to exceed One Thousand Dollars (\$1,000.00).
- Evidence that an employee has manufactured, sold, distributed/solicited, possessed, used or transferred drugs while on the employer's premises, or while operating the employer's vehicle, machinery, or equipment.
- The employee's statement or admissions of drug use while he or she is a City employee.

Positive Test: An employee tests positive for drugs if any trace of an illegal substance is detected following a drug test. An employee tests positive for alcohol if he or she has a blood alcohol concentration equal to 0.04 or greater.

Illegal Drugs/Substances: Any substance that is illegal by law has not been legally obtained, or which cannot be legally obtained. This includes prescription medication for which the employee does not have a prescription and/or is not taken according to the prescription.

Prohibited Activity:

No employee shall illegally use, sell, transfer, purchase, or possess drugs, alcohol, controlled substances, or drug paraphernalia, or any combination thereof while in a City facility, vehicle, vessel, or aircraft or while performing City business, including business conducted in the employee's own home.

No employee shall report for work while under the influence of illegal drugs or alcohol. Furthermore, no employee shall report to work within four (4) hours of consuming alcohol even if the employee does not believe he or she is under the influence of alcohol during that time.

No employee shall use illegal drugs or consume alcohol while at work.

No employee shall use prescription drugs unless: (1) a doctor has prescribed the medication to the employee; and (2) the doctor has advised the employee that the drug will not adversely affect the employee's ability to perform the essential duties of his or her job without endangering the public's, coworkers', or the employee's safety.

Any employee using properly prescribed drugs that may impair the employee or affect the employee's job performance shall notify his or her immediate supervisor about the use of the drug. A drug may impair an employee or affect an employee's job performance if it may cause the employee dizziness or drowsiness or the employee or the employee's doctor believe the drug will impair the employee or affect the employee's job performance in some way.

If an employee is using a prescription drug and his or her doctor has advised him or her that the drug may adversely affect the employee's ability to perform the essential duties of his or her job, the employee shall advise his or her supervisor of the adverse effects and the prescribed period of use.

Supervisors shall document this information through the use of an internal memorandum and maintain this memorandum in the medical file of the employee maintained by the City Clerk. See subsection G for information regarding the storage of drug test results and other medical information.

Any employee using properly prescribed prescription drugs must carry the medication in its original container and the container must be labeled with the employee's name, employee's doctor, dosage, and the name of the drug prescribed.

Any employee who unintentionally ingests or is made to ingest a controlled substance shall immediately report the incident to his or her supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.

Notification:

The City will notify applicants of this drug and alcohol testing policy at the time of his or her first interview.

The City will provide all employees with drug and alcohol education, including the effects of drugs and alcohol, signs and symptoms of drug and alcohol use, assistance available for those abusing drugs and alcohol, drugs and alcohol to be tested, and drug and alcohol testing requirements.

All drug testing results and other confidential information will be kept confidential.

Each employee and applicant will sign a form acknowledging receipt of these materials.

Types of Drug Testing

Post-Accident Testing

After an accident, testing shall be conducted on employees whose performance could have contributed to the accident if (1) it is required by state or federal law; or (2) reasonable suspicion exists.

Reasonable Suspicion Testing

When any supervisor or manager has reasonable suspicion that a City employee is under the influence of drugs or alcohol while on duty, or otherwise violating the terms of this policy, that supervisor or manager shall require reasonable suspicion testing.

If reasonable suspicion testing is required, the employee will not be permitted to drive to or from the testing or while at work until the test is returned, and then, only if the test produces negative results. The City will provide transportation to/from the testing at the City's expense if necessary.

Drug Testing Procedures

Drug and alcohol testing shall require the employee to present a reliable form of photo identification to the person collecting the sample.

Drug testing will be conducted at a location designated by a supervisor or the Mayor.

The City will designate the type of testing to be performed on the sample collected.

Drug and alcohol testing shall normally occur during or immediately before working hours begin or immediately after working hours. The time required for such testing shall be considered work time for the purpose of compensation and benefits.

A specimen testing positive will undergo an additional test to confirm the initial result.

The drug screening tests selected shall be capable of identifying every major drug likely to be abused including, but not limited to, marijuana, cocaine, heroin, amphetamine, and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in the collection process.

Any employee who breaches the confidentiality of testing information shall be subject to discipline.

The City shall pay all testing costs for drug or alcohol testing ordered by the City.

In conducting drug or alcohol testing pursuant to this policy, the laboratory, the Medical Review Officer, and City shall ensure, to the extent feasible, that the testing records maintained by the City show only such information required to confirm or rule out the presence of prohibited alcohol or drugs in the body.

Post-Testing Procedures: Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. The employee may request a copy of the memorandum be placed in the employee's confidential medical file.

An employee who has a positive drug or alcohol test shall be subject to disciplinary action up to and including discharge.

If the employee is permitted to return to work, the employee may be required to submit to evaluation by a Substance Abuse Professional and undergo treatment recommended by the Substance Abuse

Professional prior to returning to work. If the employee successfully completes the treatment, no further disciplinary action will be taken against the employee. If the employee refuses to submit to the evaluation or fails to successfully complete treatment, the employee will be subject to further discipline up to and including discharge.

If the Substance Abuse Professional determines that the employee has a drug or alcohol related problem the employee will be required to do follow-up testing upon the employee's return to work. All follow-up testing will be unannounced and without prior notice to the employee and will be at the employee's expense.

Drug Test Results: All records pertaining to required drug tests shall remain confidential and shall not be provided to other employees or agencies, with the exception of the employee's immediate supervisor, without the written permission of the person whose records are sought. The City Council and employee's immediate supervisor shall have access to the records for purposes of employment decisions. Computerized record keeping shall comply with this provision of the policy.

Drug test results and records shall be stored and securely retained for an indefinite period in a confidential employee medical file maintained by the City Clerk.

D.16 Tobacco-Free Workplace:

In the interest of providing a work environment free from the harmful effects of tobacco products, the city of Elk Run Heights prohibits their use on all city-owned property, in/on all city-owned vehicles and equipment and at all other times an employee is being paid to carry out his/her responsibilities, during their employment. The tobacco-free applies equally to all employees, customers, visitors, vendors, consultants, or members of the public. All employees are responsible for the enforcement of the non-smoking policy with visitors and those potentially not aware of the policy.

The City encourages all employees to take steps to discontinue any tobacco habit, including the use of patches intended for smoking cessation or other products designed to curb and eliminate that habit.

Any employee found in violation of this policy may be subject to disciplinary action.

SECTION E DISCIPLINARY ACTION

E.1 Causes for Disciplinary Action:

Appropriate disciplinary action may be taken for any of the following causes: (the following listing shall not be construed to be either a comprehensive or a complete listing)

- A. Incompetency, inefficiency, negligence in the performance of the duty.
- B. Dishonesty or lying, including falsifying employment or other job-related records.
- C. Violating the City's policy against workplace harassment, discrimination or retaliation of any kind.
- D. Establishing an unacceptable pattern of tardiness or absenteeism.
- E. Engaging in excessive, unnecessary, or unauthorized use of City property or supplies, particularly for personal use.
- F. Consuming, having unauthorized possession of, being under the influence of, or reporting to work intoxicated or under the influence of non-prescribed drugs, alcohol, or other substances.
- G. Illegally manufacturing, possessing, using, selling, distributing, or transporting drugs.
- H. Bringing or using alcoholic beverages on City property or using alcoholic beverages while engaged in City business off of City premises.
- I. Fighting or otherwise physically assaulting an individual or using obscene, abusive, or threatening language.
- J. Stealing, willfully destroying, or unauthorized use or alteration of property of coworkers, customers, clients, or the City.
- K. Possessing unauthorized firearms, knives, explosives, or other weapons on City property or while on City business.
- L. Disregarding smoking, safety or security regulations.
- M. Engaging in insubordination or failing to cooperate with assigned employees, co-workers, supervisor, or managers.
- N. Failing to follow City job instructions or to perform work requested by a supervisor or manager.
- O. Violating a City safety rule or practice or creating or contributing to unsafe, unhealthy, or unsanitary conditions.
- P. Unauthorized failure to return from a leave of absence.
- Q. Failing to maintain confidentiality of City, employee, resident, or customer information.
- R. Failing to maintain necessary licenses and/or certifications as required by the City.
- S. A criminal arrest or conviction while on or off duty.
- T. Unauthorized copying of City records.
- U. Refusal to work without good reason when called in for emergency situations.
- V. Sleeping, or giving the impression of sleeping, during work hours.
- W. Failing to notify an employee's supervisor in advance of an absence from work, including arriving late or leaving early.
- X. Making untruthful or malicious statements about fellow employees.
- Y. Threatening, coercing, or intimidating fellow employees or others.
- Z. Modifying another employee's timecard without authorization from the appropriate supervisor or asking another employee to modify your timecard.
- AA. Gambling on City property or on working time.
- BB. Soliciting monetary contributions or disturbing non-work materials without proper permission of the Mayor.
- CC. Discourteous treatment of any kind to the public.
- DD. Failure to report an occupational injury.

EE. Violation of any employee requirements in this Employee Handbook.

All violations of the above-stated work rules, or other City policies, rules, procedures or expectations, must be reported to the employee's Supervisor or to the Mayor/Mayor Pro Tem. Upon receipt of the alleged violation, the Supervisor, Mayor and/or Mayor Pro Tem receiving the allegation must promptly report the allegation to the City Council. It is ultimately the responsibility of the City Council to ensure that appropriate disciplinary action is taken.

E.2 Methods of Discipline:

If an employee's performance, work habits, attitude, or demeanor becomes unsatisfactory in the judgment of the City, based on violations of the rules listed above, or other City policies, rules, procedures, or expectations, he/she will be subject to disciplinary action, up to and including discharge. Certain offenses can be corrected using progressive discipline. Situations that the City believes will respond to corrective discipline will normally be handled as follows:

Counseling: The employee's supervisor will normally give the employee a verbal warning.

Written warning: If the unsatisfactory conduct continues, the employee's department head will normally issue a written warning.

Suspension: If sufficient improvement has not been made, or if the conduct continues, the employee may be suspended with or without pay.

Termination: If the conduct continues, the City shall terminate the employment of the offender.

The City reserves the right to use whatever discipline it decides is appropriate in any situation, up to and including discharge, without regard to the progressive discipline guidelines explained above.

SECTION F COMPLAINT RESOLUTION PROCEDURE

F.1 General:

Misunderstandings, conflicts, problems, or other questions about a job can arise in any workplace. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. If your concern relates to sexual harassment or another type of workplace discrimination, harassment, or retaliation, follow the procedure in the sexual harassment policy contained in this handbook. Also, certain complaints may fall under resolution procedures established by state law. For other complaints, the City has adopted the following procedure to respond to your concerns.

First, talk with your immediate supervisor. He or she is in the best position to resolve your problems or concerns. If, however, you do not believe a discussion with your supervisor is appropriate, or if you are not satisfied with the answer given by your immediate supervisor, you may prepare a written summary of your concerns and request that the matter be reviewed by the City Council. After a full examination of the facts (which may include a review of the written summary of your statement, discussions with all individuals concerned, and a further investigation if necessary), the City Council will normally advise you of its decision within fifteen days. The decision of the City Council shall be final.

In the event an employee disagrees with a decision of the Mayor with respect to that employee's employment, the employee may appeal that decision directly to City Council under any circumstance and at any time. The employee may appeal the Mayor's decision whether or not the specific policy governing the decision allows such appeal and if there is no policy governing the decision. The Council shall review the employee's complaint or disagreement no later than the next scheduled meeting and render a decision either at or following the meeting. The Council's decision shall be final, and both the Mayor and the employee shall adhere to it.

F.2 Non-Retaliation Clause:

No employee shall be subject to reprimand or harassment by anyone as a result of initiating a good faith formal or informal complaint under this policy.

SECTION G

HOLIDAYS

G.1 Holidays:

The City will observe the following paid holidays:

- New Year's Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day (only for military veterans)
- Thanksgiving Thursday
- Thanksgiving Friday
- Christmas Eve
- Christmas Day

Holidays falling on a Saturday are normally observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday. However, any employee whose normal schedule includes weekend duty may observe the holiday on his/her next regular non-weekend workday.

G. 2 Work on a Holiday

Depending on your job classification, you may be required to work on a holiday. Regular full-time employees who work on a holiday will receive their regular straight time hourly wage rate for those hours actually worked on the holiday, in addition to holiday pay.

Holiday pay is the pay an employee would typically receive on a holiday if they were to actually work that holiday. For example, a part-time employee typically working 20 hours per week would be entitled to 4 hours holiday pay on a holiday. A full-time employee typically working 40 hours per week would be entitled to 8 hours of holiday pay on a holiday.

The Mayor shall declare the daily time schedule for all employees. These times may vary between the various job classifications, but all full-time and part-time employees shall abide by the Mayor's decision subject to the appeal provisions in Section F.1 of these policies.

Only those hours actually worked on a holiday will be paid, in addition to the normal holiday pay. For example, an employee working 4 hours on a holiday would receive normal pay rate for the 4 hours, plus holiday pay.

To be eligible for holiday pay, the employee must work their regularly scheduled workday preceding and their regularly scheduled workday following that holiday. Those who are absent due to jury service on the day before or after a holiday, must present proof of jury service satisfactory to the City in order to be eligible for holiday pay.

If a holiday would fall during an employee's Paid Time Off, it may be taken immediately before or immediately after that period. If employment with the City is terminated for any reason, that employee shall not be eligible for any unused holidays.

SECTION H Paid Time Off (PTO)

H.1 Paid Time Off:

The City grants Paid Time Off (“PTO”) in lieu of vacation and sick time. Employees shall be granted his/her PTO balance on the last pay period of each month. The amount of PTO granted shall be based on years of service with the City.

Employees are not permitted to accrue more than 480 hours of PTO at any given time. Each month the City Clerk will print and provide employees with a monthly statement of hours. If employees have questions concerning accrued PTO Hours they should contact the City Clerk.

The employee may use this PTO for any reason he/she wishes and will receive pay per their hourly wage rate. However, PTO shall only be paid out to the employee when he/she has actually taken time off from work. PTO payment is intended only as reimbursement for time actually taken off.

Termination of employment whether voluntary or involuntary shall result in the loss of all accrued and unused PTO, except under the following circumstances:

- (1) If an employee has been employed for more than fifteen years and the employee voluntarily resigns, the employee is entitled to one-half of any accrued PTO.
- (2) If an employee has been employed for more than fifteen years and the employee retires, the employee shall be entitled to all accrued PTO.

H.2 PTO Accrual:

All actively working full-time employees are granted a different number of hours, depending on their completed service time.

PTO Allotment per completed year, granted on the employee’s work anniversary is as follows:

1 year = 40 PTO Hours

2 years = 88 PTO Hours

5 years = 128 PTO Hours

10 Years = 168 PTO Hours

15 Years = 248 PTO Hours

An employee’s PTO allotment will be proportionally accrued throughout the year equally for each pay period.

SECTION J MISCELLANEOUS LEAVES

J.1 Leave of Absence:

All leaves of absence shall be without pay, unless otherwise specifically provided. An employee must exhaust all paid leave available to the employee prior to any request for unpaid leave being considered. Any employee must provide a return to work date prior to any unpaid leave request being considered.

A request for leave of absence must be submitted to the City Council through the City Clerk, setting out circumstances in full as to why such a leave is desired. The request will be considered on the basis of workload existing or anticipated in the employee's division, the circumstances of the request and the employee's employment record. Such requests must be approved by the City Council.

If you participate in the City's group health insurance program, the City will continue to pay its portion for the first week of unpaid leave in a calendar year. For unpaid leaves in excess of one week (5 working days) in a calendar year, you may continue to participate during an unpaid leave under this section by paying the full cost of the premium by the 15th of the month, for the following month's coverage. Failure to pay the premium in a timely manner will result in termination of coverage.

Employees must notify the City Council at least two (2) weeks before the end of their unpaid leave of absence to make arrangements for their return to work. The City will attempt to restore the employee to the position they held at the start of the leave, if possible. If no position is available, employee's employment will be terminated. If the employee does not return by the approved date, termination of employment or other disciplinary action may result.

If an employee is on an unpaid leave of absence for medical reasons, the employee shall provide a note from a healthcare provider releasing the employee to perform all of the employee's essential job functions before returning to work.

J.2 Benefit Accrual during a Leave of Absence without Pay:

Any non-medical leave of absence which extends beyond a period of more than thirty (30) calendar days shall not be computed as working time for the purpose of accruing any employee benefits.

J.3 Bereavement:

Regular full-time employees will be granted leave, with pay, in the event of a death in the family according to the following guidelines:

An employee may be granted three (3) days off work, to attend the funeral of a member of his/her immediate family: including spouse, child, stepchild, son-in-law, daughter-in-law, father, stepfather, mother, stepmother, grandmother, or grandfather.

Payment will be made for only those days that the employee would have worked. However, any weekend days shall not be counted as part of those days.

The three (3) days shall commence on the day of or the day immediately after the family member's death. The employee shall provide valid documentation of attendance at the funeral for that family member, in order for this benefit to be paid. Extensions of bereavement leave, using PTO, may be granted with the approval of the Mayor through the City Clerk.

J.4 Jury Duty:

If a regular full-time employee is summoned for Jury Duty, the city will grant the leave and pay the difference between court pay and the employee's regular pay, providing the court pay is less than the employee's regular pay. In order to be eligible for payment, the employee must show the summons to the Mayor within twenty-four (24) hours after receipt of the notice to such duty or at the employee's next scheduled workday. If relieved from jury duty with more than four (4) hours in the employee's shift remaining the employee shall return to work that day.

Employees subpoenaed to appear as a witness in a civil or criminal proceeding in which that employee is not directly involved as a plaintiff or defendant shall be granted a leave without pay. Employees who must appear as a witness in a civil or criminal proceeding in which they are directly involved as a plaintiff or defendant may be eligible for an unpaid leave of absence.

Hours spent by any employee in any job-related legal proceeding at the direction of the City shall be considered to be work time. Prior approval to attend the job-related legal proceeding must be received from the Mayor.

J.5 Voting:

An employee not having time off during the time polls are open shall be entitled to time off, with pay, sufficient to allow him/her to vote. Such time off shall be requested of and granted by the Mayor through the City Clerk.

J.6 Political Activity:

Any employee who becomes a candidate for any public elective office for remuneration may receive a leave of absence without pay and during such period shall perform no duties connected with the office or position so held with the City.

This leave of absence will commence no more than thirty (30) calendar days prior to the date of the primary or general election and continue until such person is eliminated as a candidate. Said leave of absence request shall be submitted in writing to the Mayor and approved by the City Council. Said leave of absence may be authorized for a term of up to, but not exceeding one (1) year. Any extension of this type leave shall be subject to council approval.

J.7 Military Leave:

Employees, except for employees who are employed temporarily for six months or less, who serve in the United States Armed Services, Reserves or National Guard are entitled to leaves of absence for required training or active military duty in accordance with Chapter 29A, Code of Iowa. These employees, when ordered to active duty or service, are entitled to leave with pay for the first thirty days of such leave of absence. Such employees are entitled to thirty (30) calendar days of paid leave for military service per calendar year. Any amount of military leave taken during any part of an employee's scheduled workday, regardless of the number of hours taken, shall count as one day toward the thirty (30) calendar days without loss of pay. Any leave required beyond the 30 days will be reported as unpaid military leave,

unless the employee chooses to use accrued PTO in lieu of unpaid military leave. Pursuant to § 4316(d), an employee cannot be forced to use vacation time for military service.

An employee's eligibility for re-employment with the City after completing military service will be determined in accordance with applicable state and federal law. Conditions for re-employment are briefly explained as follows:

- A. The employee, or an appropriate officer of the uniformed service in which the employee serves, must give advance written or verbal notice of the employee's service to his/her immediate supervisor, unless military necessity prevents you from giving notice or it is otherwise impossible or unreasonable;
- B. The cumulative length of the absence and all previous absences from the employee's employment with the City for reason of military service must not exceed five (5) years, except in certain instances as required by law;
- C. The employee's discharge from military service must be honorable; and
- D. When the employee returns from military service, he/she must report to work or submit a timely application for re-employment according to the following schedule:

For service of less than 31 days the employee must report to work by the beginning of his/her first regularly scheduled workday that would fall eight hours after the employee returns home, however, the employee shall be permitted travel time and an eight-hour rest period. For service of 31 to 180 days the employee must apply for re-employment within 14 days after completing service. For service of 181 days or more the employee must apply for re-employment no later than 90 days after completing service.

Employees on leave for military service and any of their dependents entitled to coverage under the City's health insurance plan are entitled to coverage as follows:

- A. An employee that leaves employment for less than 31 days is entitled to continued health insurance coverage and will not be required to pay more than what an active employee would pay for coverage.
- B. An employee that leaves employment for more than 30 days is allowed to elect to receive continued coverage under the City's health insurance plan for up to 24 months following separation from employment or until the employee's reemployment rights expire, whichever event occurs first. The City may require the employee to pay up to 102% of the premium under this circumstance.

Any compensation paid to an employee on military leave will be paid on the regularly scheduled pay dates.

J. 8 Iowa Pregnancy Disability Leave:

An employee's pregnancy or related condition is a temporary disability. An employee who is disabled by the pregnancy shall be granted a leave of absence if the leave of absence is for the period that the employee is disabled because of the employee's pregnancy, childbirth, or related medical conditions or for eight weeks, whichever is less. The employee must provide timely notice of the period of leave requested. Before granting the leave of absence, the employer shall require that the employee's disability

resulting from pregnancy be verified by medical certification stating that the employee is not able to reasonably perform the duties of employment.

An employee on an approved pregnancy or childbirth leave of absence shall use accumulated PTO during the leave, in that order. After accumulated PTO has been used, the balance of the employee's absence shall be without pay. If an employee's leave is unpaid the employee shall make arrangements with the City to pay the employee's portion of her health insurance and dental insurance premiums.

SECTION K MEDICAL, DENTAL, VISION and LIFE INSURANCE

K. 1 Eligibility:

Any regular full-time employee, who has completed the 90-day probationary period, shall be eligible to receive Medical, Dental and Vision Care as part of the group policies offered by the city. The 90-day requirement may be waived by a majority of the city council, for special circumstances. Additionally, certain employees may be covered for life insurance, as specified below.

Any of these policies or their provisions is subject to review on an annual basis, or whenever the provider enacts changes affecting employee coverage. Any changes required by the provider will be considered for acceptance by the city council. Approval of all plans must be secured and passed by a majority of city council members, for the coming calendar or fiscal year.

Employees participating in the group insurance plan shall be provided services described within each respective plan, as stated in the following paragraphs.

A minimum of two (2) city employees shall be necessary to qualify for group rates. If at any time, there is fewer than this number of employees actively participating in city-provided coverage, individual rates may apply and may be at a significant increase in premiums for an individual employee.

K. 2 Medical Care Plan:

All eligible employees may choose to be covered for medical exams, tests, surgeries, durable medical equipment, medications and other health-related services, by a physician, surgeon, nurse, pharmacist, nurse practitioner or other provider within the plan's network. It is understood that this shall be an all-inclusive package. Therefore, eliminating one or more of the individual plan portions is not an option. Each participating employee shall have their portion of the applicable medical plan premium deducted from their paycheck. This amounts to 10% of the premium, equally divided into each paycheck. The City will contribute 90% toward the cost of those premiums. However, the City's contribution is subject to change by vote of the City Council at any time.

K. 3 Dental Care Plan:

Employees will be entitled to service from approved dentists, orthodontists or other approved providers. This may include regular checkups, fillings, bridges, dentures and surgical procedures, as specified within the plan. It is understood that this shall be an all-inclusive package. Therefore, eliminating one or more of the individual plan portions is not an option. Each participating employee shall have their portion of the applicable dental plan premium deducted from their paycheck. This amounts to 10% of the premium, equally divided into each paycheck. The City will contribute 90% toward the cost of those premiums. However, the City's contribution is subject to change by vote of the City Council at any time.

K. 4 Vision Care Plan:

Vision and eye-related medical issues will be treated by an approved optometrist or ophthalmologist. Services included are regular vision evaluation and measurements, as well as corrective lenses, frames and contact lenses. It is understood that this shall be an all-inclusive package. Therefore, eliminating one

or more of the individual plan portions is not an option. Each participating employee shall have their portion of the applicable vision plan premium deducted from their paycheck. This amounts to 10% of the premium, equally divided into each paycheck. The City will contribute 90% toward the cost of those premiums. However, the City's contribution is subject to change by vote of the City Council at any time.

K. 5 Life Insurance Plan:

A basic life insurance policy is provided to each employee after completion of the 90-day probationary period. The premium for this coverage is fully paid by the city, and in effect for the time he/she remains a regular full-time employee. However, the City's contribution is subject to change by vote of the City Council at any time.

K. 6 Workers Compensation:

All city employees shall be covered for any work-time lost due to injury, while performing any work for the city, during their normal work schedule and while being 'clocked-in'. This coverage is at no cost to the employee and subject to the provisions of Iowa Code Chapter 85.

K. 7 Continuation of Coverage:

The city makes available to certain persons leaving employment, the option to continue their coverage when employment ends, under certain circumstances. See Iowa Code Chapter 509(B). All premium costs shall be paid by the former employee.

K.8. Lactation Policy:

An employee nursing a child up to one (1) year old may take breaks for reasonable periods of time for expressing breast milk. The City has designated the breakroom for this purpose. A small refrigerator reserved for the specific storage of breast milk is available. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration and tampering. Employees who work offsite or in other locations will be accommodated with a private area as necessary.

Breaks of more than 20 minutes in length will be unpaid, and the employee should indicate this break period on her time record.

SECTION L PAY AND COMPENSATION

L. 1 Timekeeping:

Accurately recording time worked is the responsibility of every employee. Federal and state laws require Elk Run Heights to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties no matter when or where that work occurs. Employees are required to get authorization from their supervisor prior to performing any work outside their normal working hours. Failure to do so may result in discipline up to and including termination.

Employees should accurately record the time they begin and end their work, as well as the beginning and ending of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons, including use of any paid time off. All overtime work must always be approved by the Mayor before it is performed. Failure to do so may result in discipline up to and including termination.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment. Any time spent deliberately wasted, but recorded as work time, shall be considered falsification of records.

Time sheets must be legible and turned in each pay period for review. The time sheet must include the time work began and the time work ended for each day worked. It is the employee's responsibility to sign their time records to certify the accuracy of all time recorded.

L. 2 Payday:

All employees shall be paid biweekly.

All required deductions, including those for state and federal taxes and all authorized voluntary deductions, including health insurance contributions, will be automatically withheld from your paycheck.

L. 3 Garnishments and Payroll Deductions:

The City makes deductions from every employee's compensation as required by law. Applicable deductions include federal and state income taxes, specified Social Security and Medicare taxes, and deductions for the Iowa Public Employees Retirement System (IPERS). Authorized voluntary deductions may also be made upon an employee's written request and approval by the City. In the event a court order is issued requiring the City to withhold money from an employee's paycheck(s), the order will be honored, and the employee notified of the court ordered deduction. Any and all pay deductions will be made in accordance with federal and state law limits.

L.4 Employment Termination:

Termination of employment is a part of personnel activity within any organization from time to time, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation - voluntary termination initiated by an employee.
- Discharge - involuntary termination initiated by the employer.
- Retirement - voluntary termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Since employment with Elk Run heights is at-will and therefore based on mutual consent, both the employee and the city have the right to terminate at will, with or without cause, at any time. Employee benefits will be affected by employment termination in the following manner: Some benefits may be continued at the employee's expense if the employee chooses. The employee will be notified in writing of the benefits that may be continued, such as COBRA health insurance, and of the terms, conditions, and limitations of such continuance.

The final paycheck for an employee who voluntarily resigns will be made available on the next regular payday, contingent upon the employee completing the exit interview process if requested to do so and returning all-city property, including keys.

Whenever possible, a final paycheck should be issued to a terminated employee at the time of termination. If the terminated employee cannot be issued the final paycheck at the time of termination, the City shall issue such paycheck as soon as administratively possible. Payment of the final check is contingent on the employee returning all City property, including keys.

L.5 Hours of Work:

Working hours shall be communicated by the Mayor, according to this policy's provision and subject to the appeal provisions in section F.1 of these policies. Regular part-time employees normally work a minimum of twenty (20) hours per week. Regular full-time employees normally work forty (40) hours per week. Regular full-time employees normally receive an unpaid meal period during the middle of the workday.

The work week for payroll purposes shall begin at 12:01 a.m. (midnight) on Sunday and end at 12:00 p.m. on the following Saturday (midnight).

Daily and weekly work schedules may be changed at the discretion of the city to meet varying conditions and workload. Changes in work schedules will be announced as far in advance as possible.

L.6 Overtime:

Nonexempt employees may be requested and/or scheduled to work overtime hours. Reasonable attempts are made to notify employees in advance of mandatory overtime assignments. All overtime hours worked must be approved in advance by the Mayor. Failure to work scheduled overtime or overtime worked without prior authorization may result in disciplinary action up to and including termination.

Overtime compensation shall be paid to all nonexempt employees, at a rate of one and one-half times the applicable straight-time rate for all hours worked over 40 per week as required by law. Time actually spent on the job performing assigned duties will be considered time worked for the purpose of calculating overtime, with the exception of certain paid-time off scenarios as described in these Personnel Policies. Employees are not permitted to take compensatory time in lieu of overtime, all overtime earned shall be timely paid to the employee on the employee's next paycheck.

L.7 Pay Increases:

The City Council of Elk Run Heights has established the following guidelines for awarding and authorizing wage increases:

- The city council will approve a pay resolution for employees at a meeting before the end of the fiscal year, after employee evaluations are completed, scored and reviewed. When any pay increase is granted, all increases shall be paid on the first pay period in July, each calendar year.
- The city council has the discretion of denying step-increases if deemed unwarranted, based upon performance or lack thereof and/or lack of performing job responsibilities as outlined in the job descriptions, and documented on the Evaluation Form.
- The city council shall grant annual increases in wages by applying the preceding year's Consumer Price Index to the current pay scale, in order to keep pace with inflation.
- The wage ratio between specific job classifications shall remain constant so that no single job classification may receive a higher percentage wage increase than any other job classification, except those due to a step-increase by an individual by virtue of his/her score on the Employee Evaluation Form.
- Any employee having substantial increases made to their job classification duties may be eligible for a wage increase reflecting that increase in workload. Once that takes place, the resulting wage ratio shall be carried forward, until such time as any change in duties of any classification takes place.
- Any wage increases beyond that CPI-based increase shall be on a strictly percentage basis and applied equally to all regular full-time employees and regular part-time employees, unless an unfavorable score is received on his/her latest Employee Evaluation.
- The city council also has the discretion of reviewing and/or amending the wage rates at any time.

L.8 Wage Rates

See **Attachment D** for all classification current hourly wage rates.

L.9 Call-In Pay

On-call hourly employees may be at home or another off-work site while they are on-call. On-call employees who are actually called into work shall be paid for a minimum of two whole hours. For time worked beyond two hours, the employee shall be paid for actual hours worked rounded to the nearest quarter hour.

SECTION M TRAVEL AND REIMBURSEMENT

When employees of the city are required to travel on official City business, the city will pay reasonable amounts for transportation, meals and lodging. An employee is expected to show good judgment and an appreciation for economy when incurring travel expenses. All requests for travel expenses must be approved by the City Council in advance of the anticipated travel. Itemized receipts must be submitted to the City Clerk within one week following the employee's return for reimbursement of any expenses.

M.1 Transportation:

When selecting a mode of transportation, reimbursement will be made for the least expensive form of transportation with the individual bearing any additional cost. Exceptions due to time restraints may be made by the City Council. Employee use of their private vehicle in the performance of city duties will be reimbursed pursuant to the mileage policy below.

When air transportation is necessary due to time constraints or distance, the City Clerk shall make transportation arrangements, at the least possible cost to the City. Any incentives earned by travel arrangements will become the property of the City.

Detailed itemized receipts are required for reimbursement of all travel expenses.

M.2 Meals:

For travel in excess of one (1) day, a maximum meal allowance up to \$35.00 per day, including tips, will be permitted.

For one (1) day trips in excess of ten (10) hours, a meal allowance up to \$20.00 will be permitted.

Meal allowance will not apply if meals are included in registration costs. Allowances may be increased, by prior written approval of the City Council, if extenuating circumstances exist. Detailed itemized receipts are required for reimbursement of any and all meal expenses and shall be provided to the City Clerk within one (1) week of returning home. Under no circumstances shall alcohol be reimbursed.

M.3 Lodging:

Employees shall be reimbursed for lodging when traveling on behalf of the City. Convenience to the traveler in the selection of a hotel/motel site will be considered, however, the most accommodating location at the most reasonable rate should be selected. Should a spouse accompany the employee, reimbursement will only be made for the employee. Employees must provide detailed itemized receipts prior to being reimbursed for lodging.

M.4 Mileage Reimbursement:

Any employee who drives his/her vehicle to any location while conducting City business shall be reimbursed at the federal business mileage rate as set by the Internal Revenue Service for that year. Mileage paid shall be from City Hall to the location destination.

Employee Acknowledgment of Receipt of Handbook

I acknowledge that I have received a copy of City of Elk Run Heights Employee Handbook and that I have had an opportunity to read it. This Employee Handbook describes important information about employment with the City. This Handbook has been prepared to make me aware of what I can expect in the way of privileges and benefits; and what the City will expect of me in terms of behavior and performance during my employment. I understand it is my responsibility to read and understand these policies and to comply with the policies contained in this Employee Handbook and any revisions to it. I understand the Employee Handbook has been provided to me for informational purposes only, and that the City of Elk Run Heights has the right to change or withdraw any policies, procedures or benefit programs at any time.

I acknowledge that this Employee Handbook is not a contract of employment, express or implied, and that I am not guaranteed employment for any specific duration.

The policies in this handbook are intended to apply to all City employees. This Personnel Policies Manual and its policy statements supersede and have control over all prior and existing policy statements, representations, understandings or agreements, whether verbal or written, dealing with the same subject matter.

Since positions vary in their duties and responsibilities, not all policies and regulations can be covered in this handbook. I understand that I may direct inquiries for additional information to my supervisor or the City Council. I am aware that if, at any time, I have questions regarding City of Elk Run Heights policies I should direct them to my supervisor, the Council or the Mayor.

I acknowledge my understanding that a violation of any of the policies contained in this Employee Handbook shall result in discipline up to and including **termination** of my employment.

I have entered into employment with the City voluntarily and acknowledge there is no specified length of employment. Iowa law allows me, or the City, to terminate the employment relationship "at will" at any time. Furthermore, I acknowledge this handbook is neither a contract of employment nor a legal document. I have received the handbook and I understand it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it. If I have any questions about this handbook, I understand that I should consult my supervisor or the City Council.

The use of masculine or feminine gender in references or titles shall be considered to include both genders and is not a sex limitation. No policies in this handbook shall supersede any provisions of state or federal law. The policies in this handbook are intended to apply to all City employees.

I understand that a copy of this signed acknowledgement will be maintained in my personnel file.

Employee Signature and Date

Mayor Signature and Date

Drug-Free Workplace Policy Acknowledgement

I, _____, an employee of the City of Elk Run Heights, hereby certify that I have received a copy of the employer's policy regarding the maintenance of a drug-free workplace. I realize that the unlawful manufacture, dispensation, possession or use of a controlled substance is prohibited on this employer's premises or while conducting the employer's business. A violation of this policy can subject me to discipline up to and including dismissal. I realize that this is a condition of employment, and that I must abide by all the terms of this policy and will notify the employer of any criminal drug conviction for a violation occurring in the workplace no later than five (5) days after such conviction. I further realize that federal law mandates that the employer communicate this conviction to the federal agency, and I hereby waive any and all claims that may arise for conveying this information to the federal agency.

Employee Signature and Date

Mayor Signature and Date

Title 6

ANIMALS

Chapters:

6.04 Animal Control Regulations

Chapter 6.04

ANIMAL CONTROL REGULATIONS

Sections:

- 6.04.010 Definitions.
- 6.04.015 Number of pets kept.
- 6.04.020 Annual license—Required.
- 6.04.030 Annual license—
Application.
- 6.04.040 Application—Form—
Contents—Statement of
vaccination.
- 6.04.050 Rabies vaccination—
Required.
- 6.04.060 Rabies vaccination—Type
and frequency.
- 6.04.070 License fees.
- 6.04.080 License tag—Issuance.
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on animal required.
- 6.04.100 License—Term—
Transferability.
- 6.04.110 Transfer of ownership.
- 6.04.120 Fees—Delinquency—
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- 6.04.380 Animal waste removal—Responsibility of owner.**
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- 6.04.400 Kennels—Effect of nonconforming uses.**
- 6.04.410 Enforcement of chapter provisions.**
- 6.04.420 Violation—Penalty.**

6.04.010 Definitions.

As used in this chapter, unless the context indicates otherwise, the following words and phrases shall have the meanings respectively ascribed to them:

1. "Adequate feed" means the provision at suitable intervals of not more than twenty-four hours, or longer, if the dietary requirements of the species so require, of a quantity of wholesome foodstuff suitable for the species and age, sufficient to maintain a reasonable level of nutrition in each animal. The foodstuff shall be served in a clean receptacle, dish or container.

2. "Adequate water" means a supply of clean, fresh, potable water supplied in a sanitary manner at least twice daily at suitable intervals for the animal, not to exceed twelve hours at any interval.

3. "Animal" means any nonhuman vertebrate.

4. "Animal pound or shelter" means a facility operated by the city for the purpose of impounding or harboring of seized, stray, homeless, abandoned or unwanted dogs, cats or other animals; or a facility operated for such a purpose under a contract with the city.

5. "At large" means any animal running or found within the city upon a street, alleyway, sidewalk, public or private grounds.

A dog or cat, properly licensed as required by this chapter, will not be deemed at large if:

a. It is on the premises of the owner and said premises are adequately fenced to contain the animal;

b. It is under the control of a person competent to restrain and control the animal, and either having the animal under control by a leash, cord, chain or other means, or is properly restrained within a motor vehicle;

c. It is off the property of the owner, but the animal is maintained by a rope, leash, cord or chain, not to exceed six feet in length;

d. It is properly housed in a veterinary hospital or licensed kennel.

6. "Commercial breeder" means a person engaged in the business of breeding dogs or cats or both for sale, whether or not such animals are raised, trained, groomed or boarded by the breeder.

7. "Dealer" means any person who is engaged in the business of buying for resale or selling or exchanging dogs or cats as a principal or agent who holds themselves out to be so engaged.

8. "Facilities outdoors" means:

a. Shelter from sunlight. When sunlight is likely to cause overheating or discomfort, sufficient shade shall be provided to allow all dogs or cats and any other animal kept outdoors to protect themselves from the direct rays of the sun;

b. Shelter from rain or snow. Dogs, cats and other animals kept outdoors shall be provided with access to shelter to allow them to remain dry during rain or snow;

c. Shelter from cold weather. Shelter shall be provided for all dogs or cats and any animals kept outdoors when the atmospheric temperature falls to below fifty degrees Fahrenheit. Sufficient clean bedding material or other means of protection from

the weather elements shall be provided when the ambient temperature falls below that temperature to which the species is acclimated;

d. Drainage. A suitable method shall be provided to rapidly eliminate excess water from the living area of the dog or cat or other animal.

9. "Housing facility" means any room, building or area used to contain a primary enclosure or enclosures.

10. "Kennel" means an area of private property that is sheltered where dogs or cats are kept under constant restraint.

11. "Kennel, boarding" means a place or establishment other than a pound or animal shelter where dogs or cats not owned by the proprietor are sheltered, tied, and watered and fed in return for a consideration.

12. "Kennel, commercial" means a kennel which performs grooming and training services for dogs and cats, or both, and may or may not render boarding services in return for a consideration.

13. "Kennel, hobby" means a noncommercial kennel at, in, or adjoining a private residence where dogs or cats, or both, are kept for the hobby of the householder, in using them for hunting or practice training or for exhibiting them in shows or field or obedience trails, or for guarding or protecting the householder's property and from which offspring with a total value in excess of one hundred dollars are sold, traded or exchanged during a calendar year. The keeper of a hobby kennel may keep or maintain up to four dogs or cats, or both, of either sex, per year and may raise or sell not more than fifteen offspring of either dogs or cats, or both, during any calendar year without changing the status of the kennel. If the keeper of a hobby kennel sells, trades or transfers more than fifteen offspring during any calendar year, he shall be subject to

licensing as a commercial breeder. The keeper of a hobby kennel is to be limited by the zoning ordinances of the city of Elk Run Heights when and if they apply.

14. "Owner" means any person, association or corporation, owning, keeping or harboring an animal or fowl.

15. "Pet shop" means an establishment where any dog, cat or other animal or fowl, or other vertebrate animal is sold, exchanged or offered for sale to the general public.

16. "Primary enclosure" means any structure used to immediately restrict an animal to a limited amount of space, such as a room, pen, cage or compartment.

17. "Research facility" means any school or college of medicine, veterinary medicine, pharmacy, dentistry or osteopathy, or hospital, diagnostic or research laboratories, or other educational or scientific establishment situated in this state properly concerned with the investigation of, or instruction concerning the structure or function of living organisms, the cause, prevention, control or cure of diseases or abnormal conditions of human beings or animals.

18. "Tranquilize" means to temporarily sedate any animal for gaining control. (Ord. 128 (part), 1988: prior code § 5.1)

6.04.015 Number of pets kept.

Limitations are placed on the number of cats and dogs that can be kept under the same premises, homestead or residence in order to provide safety, to prevent disturbances, and avoid sanitary and health problems within residential areas. The total combined number of cats and dogs over the age of six months which may be kept in any one household shall be limited to five. The young produced by such cats and dogs may be maintained with the parent for a period of approximately eight weeks but in no case longer than ten weeks. Any person violating this section may be charged with a municipi-

pal infraction and be compelled to remove excess animals from the property. This section shall not apply to an owner who operates a kennel.

(Ord. No. 254, § 1, 6-12-2018)

6.04.020 Annual license—Required.

The owner of all dogs and cats, six months old or older, shall annually obtain a license therefor as hereinafter provided. (Ord. 120 (part), 1986: prior code § 5.41)

6.04.030 Annual license—Application.

The owner of a dog or cat, for which a license is required, shall on or before the first day of January of each year apply to the city clerk for a license for each dog or cat owned by said owner. Such application for license may be made after January 1st, and at any time, for a dog or cat which has come into the possession or ownership of the applicant, or which has reached the age of six months after such date. (Ord. 120 (part), 1986: prior code § 5.42)

**6.04.040 Application—Form—
Contents—Statement of
vaccination.**

The application shall be in writing on blanks provided by the city clerk, and shall state the breed, sex, age, color, markings and name, if any, of the dog or cat, and the address of the owner and be signed by the owner. Such application shall also state the date of the most recent rabies vaccination, the type of vaccine administered and the date the dog or cat shall be revaccinated. (Ord. 120 (part), 1986: prior code § 5.43)

**6.04.050 Rabies vaccination—
Required.**

Every owner of a dog or cat shall obtain a rabies vaccination for such animal. It shall be unlawful for any person to own or have in his possession a dog six months of age or

over which has not been vaccinated against rabies. (Ord. 120 (part), 1986: prior code § 5.45)

**6.04.060 Rabies vaccination—Type
and frequency.**

A. The rabies vaccination required by Section 6.04.050 of this chapter shall be an injection of antirabies vaccine approved by the Iowa State Department of Agriculture, and the frequency of revaccination necessary for approved vaccination shall be as established by subject department.

B. The vaccine shall be administered by a licensed veterinarian and shall be given as approved by the Iowa State Department of Agriculture. Evidence of such rabies vaccination shall be a certificate of vaccination signed by a licensed veterinarian, and the certificate shall show that the vaccination does not expire within six months from the effective date of the dog or cat license. (Ord. 120 (part), 1986: prior code § 5.46)

6.04.070 License fees.

A. The annual license fee shall be three dollars for each dog or cat. The city license fee shall be waived for all dogs or cats if the owner of such dogs or cats has a valid state pet shop license, state boarding kennel operator's license, state commercial kennel license, state hobby

kennel license, state commercial breeder's license or state dealer's license for such dogs or cats.

B. The owner of all dogs or cats six months old or older must comply with all code provisions of this chapter including the obtaining of rabies vaccination and license tag even though the license fee has been waived. A written certificate from a licensed veterinarian shall be required to prove that a dog or cat is incapable of breeding, and has been vaccinated for rabies. (Ord. 120 (part), 1986: prior code § 5.44)

6.04.080 License tag—Issuance.

The city clerk shall, upon receipt of application, payment of license fee and proof of rabies vaccination provide to the applicant a license which shall be in the form of a metal tag, or equivalent substitute. (Ord. 120 (part), 1986: prior code § 5.47)

6.04.090 License tag—Placement on animal required.

The license tag shall be attached by the owner of a dog or cat to a substantial collar or harness and during the term of license shall be at all times kept on the dog or cat for which the license is issued. On the expiration of the license, the owner shall remove said tag from the dog or cat. (Ord. 120 (part), 1986: prior code § 5.48)

6.04.100 License—Term—Transferability.

All licenses shall expire on January 1st of the year following the date of issuance, and a license tag issued for one dog or cat

shall not be transferable to another dog or cat. (Ord. 120 (part), 1986: prior code § 5.49)

6.04.110 Transfer of ownership.

When the permanent ownership of a dog or cat is transferred, the license for the same may be transferred by the city clerk by the notation of the license record giving name and address of the new owner. (Ord. 120 (part), 1986: prior code § 5.50)

6.04.120 Fees—Delinquency—Penalty.

All license fees for dogs or cats shall become delinquent on the first day of April in the year in which they are due and payable, and a penalty per month shall be added to each unpaid license on or after such date in the like amount of the annual license fee as hereinbefore set out. (Ord. 120 (part), 1986: prior code § 5.52)

6.04.130 Disclosure of implied consent.

The application for and the receipt of a license as required in this chapter shall include an implied consent by the owner to permit an inspection of both real and personal property under his control for the purpose of carrying out the provisions of this chapter, including inspection for cruelty to animals or an inspection of sanitary conditions. (Ord. 120 (part), 1986: prior code § 5.51)

6.04.140 Licensing requirement—Exceptions.

The foregoing requirements for licenses for dogs or cats shall not apply to

dogs or cats that are under the control of the owners or handlers while in transit or to be exhibited or to nonresidents of the city if they are in the state of Iowa for less than thirty days or which are assigned to a research institution or like facility. The license fee shall be waived for all dogs or cats if the owner of the dogs and cats has a valid state license for such dogs or cats. (Ord. 120 (part), 1986: prior code § 5.54)

6.04.150 Certification of delinquency.

A. On or before April 14th, the city clerk shall certify to the county treasurer:

1. The name of the owner of each unlicensed dog or cat;

2. The number of dogs or cats so owned by such person and the sex thereof; and

3. The amount of the unpaid license fee, plus the monthly penalty in the like amount of the annual license fee for each dog or cat.

B. The unpaid license fees shall be deemed to be ordinary taxes and collected in the manner provided by law. (Ord. 120 (part), 1986: prior code § 5.53)

6.04.160 Authority to establish and maintain pound.

A. The city may establish and maintain a municipal animal pound or shelter to be conducted and operated by the city.

B. It shall be the duty of the authorized persons appointed by the city to supervise and control such pound or shelter, to cause it to be kept in a sanitary condition and free from offensive odors, and to provide for adequate, wholesome food for animals impounded therein, and to provide careful and humane treatment

toward such animals, and to isolate diseased animals and to provide for humane destruction of animals when necessary. (Ord. 120 (part), 1986: prior code § 5.61)

**6.04.170 Dogs or cats at large—
Impoundment authorized—
Notice.**

Any dog or cat found running at large and wearing a license tag and valid rabies vaccination tag may be apprehended and impounded. Any dog or cat running at large and not wearing a license tag and a valid rabies vaccination tag may be apprehended and impounded; the police department or humane officer shall give written or oral notice in not more than three days to owner, if known. If the owner does not redeem the dog or cat within seven days of the date of the notice, the dog or cat may be humanely destroyed or otherwise disposed of in accordance with the law. If the owner of a dog or cat apprehended or impounded cannot be located within seven days, the animal may be humanely destroyed or otherwise disposed of in accordance with the law. (Ord. 120 (part), 1986: prior code § 5.64)

6.04.180 Redemption of impounded animals.

A. Any dog or cat or other animal restrained or impounded in accordance with provisions of this chapter may be redeemed by the owner of such animal by payment of costs of impoundment which shall include a pickup fee of ten dollars, such pickup fee shall be paid to the city of Elk Run Heights within a four-day

period of time pursuant to a signed agreement. The costs of impoundment shall include all feed and boarding fees which will be paid to the Humane Society.

B. If such dog, cat or other animal restrained or impounded is unlicensed, the Humane Society or city animal pound shall keep such animal for a period of seven days. Within said seven days the owner of such dog or cat or other animal may redeem such animal by signing an agreement to have the dog or cat or other animal vaccinated pursuant to Section 6.04.050 and licensed pursuant to section 6.04.020 of this chapter and by paying the cost of impoundment and a daily boarding fee to the Humane Society. (Ord. 120 (part), 1986: prior code § 5.65)

6.04.190 Authority to contract for services.

The city may, in lieu of the establishment and maintenance of animal pounds, contract with any incorporated society or association for the prevention of cruelty to animals for the collection and protection of licensed or unlicensed dogs, cats or other animals, for the maintenance of a shelter or pound for licensed or unlicensed dogs, cats or other animals, for the collection of dogs or cats or other animals at large as defined in this chapter, for the destruction or other disposition of seized dogs or cats, or other animals, not redeemed as provided by ordinance, for the disposal of dead animals and to assist in the collection of licenses upon dogs or cats. (Ord. 120 (part), 1986: prior code § 5.62)

6.04.200 Medical experimentation of impounded animals unlawful.

It is unlawful for any person employed by the city or any person employed by or connected with the animal pound or shelter or any society or organization operating or

maintaining such pound or shelter under lease or contract with the city, to sell, give away or dispose of through any pretext or by any device or means whatsoever any dog or cat or other animals impounded in such pound to any person, organization or research facility for the purpose of medical experimentation unless the research facility, person or organization desiring such dog or cat or other animal for medical experimentation, or for any other purpose except for pets and related activities, be duly authorized by the state. (Ord. 120 (part), 1986: prior code § 5.66)

6.04.210 Dogs or cats at large unlawful.

It is unlawful for the owner of a dog or cat to permit or allow such dog or cat to be at large. Any dog or cat found at large shall be presumed to be so with the permission of its owner, proof that such dog or cat was at large and of ownership shall constitute in evidence a prima facie presumption in any proceeding charging any violation of this section. (Ord. 120 (part), 1986: prior code § 5.32)

6.04.220 Livestock and domestic fowl at large or grazing prohibited.

A. No cattle, horse, mules, swine, sheep, goats, bees, or any geese, ducks, turkeys, chickens, or other animal or fowl; (hereinafter referred to as animal) shall be permitted in any residential district in the city of Elk Run Heights, Iowa.

B. Any animal found in violation of the provisions of any of the sections of this chapter by the sanitary inspector, animal control officer or any police officer of the city, or any other person, shall be placed with the Humane Society at the expense of the owner.

C. The harboring of any animal required that the following guidelines be followed:

1. All such species must be restrained upon the owner's property and penned (housed or stabled) in such a manner that the animals will not place any person in fear of attack;

2. All animals that are included in this chapter shall be required to have adequate space according to the size and needs of the various animals, and each animal shall be so restrained in an area to allow proper exercise for the particular species involved. In cases of horses and mules, minimum pasture area shall be on an area of ten thousand square feet, with the condition that an additional horse or mule can be pastured on such area for each five thousand additional square feet of pasture land;

3. When the owner restrains (harbors) any animal in an area not adjoining the owner's residence, the owner shall post his name, address and phone number at the place where the animal is being restrained (harbored);

4. Any animal housed, restrained or otherwise kept within the city shall be kept in such a manner that no habitual odor, smell or noise shall cause annoyance or disturbance to a person or persons. Proof of ownership of the animal(s) shall constitute in evidence a prima facie presumption of permission of that owner in any proceedings charging any violation of the section. (Ord. 120 (part), 1986: prior code § 5.3) (Ord. No. 254, § 2, 6-12-2018)

6.04.230 Keeping of vicious animals prohibited.

It is unlawful for any person to keep or harbor any vicious animal of any kind within the city. (Ord. 120 (part), 1986: prior code § 5.4)

6.04.240 Unlawful to allow dogs or cats to attack or destroy property.

It is unlawful for the owner of a dog or cat to permit such dog or cat to attack persons, domestic animals or destroy property, or to permit such dog or cat to place persons in reasonable fear of attack or injury. Proof of ownership of a dog or cat and that such dog or cat did attack persons, domestic animals, destroyed property or placed persons in reasonable fear of attack or injury shall constitute in evidence a prima facie presumption of permission of the owner in any proceeding charging violation of this section. (Ord. 120 (part), 1986: prior code § 5.34)

6.04.250 Animal bites—Duty to report.

It shall be the duty of the owner of any dog, cat or any other animal which has bitten or attacked a person, or any person having knowledge of such bite or attack, to report this act to the health department, police department or humane officer. It shall be the duty of physicians or veterinarians to report to the health department the existence of any animal known or suspected to be suffering from rabies. (Ord. 120 (part), 1986: prior code § 5.35)

6.04.260 Animal bites—Confinement.

When a member of the health department, police department or humane officer receives information that any person has been bitten by an animal, or that a dog, cat or other animal is suspected of having rabies, he shall order the owner to confine such animal in the manner and place he directs. If the owner fails to confine such animal in the manner directed, the animal shall be apprehended and impounded by such official, and after two weeks the same may be humanely destroyed. If such animal is reclaimed to its owner, the owner shall pay the cost of impoundment, which shall include a pick-up fee and a daily boarding fee. (Ord. 120 (part), 1986: prior code § 5.36)

6.04.270 Keeping of swine prohibited.

It is unlawful for any person to keep or harbor any pigs or swine or have any pigpens or pigsties within the city limits. (Ord. 120 (part), 1986: prior code § 5.5)

6.04.280 Causing animals to fight unlawful.

It is unlawful for any person to keep or use, or in any way be connected with, or be interested in the management of, or receive money for the admission of any person to, any place kept or used for the purpose of fighting or baiting any bull, dog, cock or other creature, or to engage in, aid, abet, encourage or assist in any bull, dog or cock fight, or a fight between any other creatures. (Ord. 120 (part), 1986: prior code § 5.6)

6.04.290 Cruelty to animals unlawful.

No theatrical exhibit, circus, animal act or show shall be held in which animals or fowl are encouraged or made to perform through the use of chemical, electrical or mechanical means or devices. If any person tortures, torments, mutilates, cruelly beats or cruelly kills any animal or fowl, or unnecessarily fails to provide the same with adequate feed and water, shelter or protection from the weather, or cruelly abandons the same, or shall commit any other act of omission by which unjustifiable pain, distress, suffering or death is caused or permitted to any animal or fowl, whether the acts or omissions herein contemplated be committed either maliciously, wilfully or negligently, and if any person shall knowingly permit such act or omission or shall cause or procure the same to be done, he shall be deemed guilty of a misdemeanor. (Ord. 128 (part), 1988: prior code § 5.7)

6.04.300 Keeping bothersome animals prohibited.

It is unlawful for any person to keep within the city such bothersome animals

as barking dogs, bees, cattle, horses, sheep or other similar animals or domestic fowl under such circumstances and conditions that would tend to disrupt the peace and good order of the community. (Ord. 120 (part), 1986: prior code § 5.8)

6.04.310 Confinement of female dogs or cats in heat.

The owner of any female dog or cat in heat shall confine such female dog or cat in a building, or keep the same in his presence, so that such female dog or cat cannot come into contact with another animal except for planned breeding. (Ord. 120 (part), 1986: prior code § 5.33)

6.04.320 Noisy or annoying dogs or cats.

It is unlawful for the owner of a dog or cat to permit or allow such dog or cat to cause serious annoyance or disturbance to a person, or persons, by frequent and habitual howling, whining, yelping or barking. Proof of ownership of a dog or cat shall constitute in evidence a prima facie presumption of permission of the owner in any proceedings charging any violation of the section. (Ord. 120 (part), 1986: prior code § 5.31)

6.04.330 Animal control department's authority to use drugs or tranquilizers.

A. The animal control officer, his agents or any police official shall be authorized to use a tranquilizer gun or any other drug to bring an animal at large under control.

B. If it becomes necessary for the animal control department or the police department to use a tranquilizer gun or

other drugs to bring an animal at large under control, the city shall not be held responsible for any damage done to the animal by the use of the tranquilizer gun or other drugs.

C. The owner of an animal which needs sedation to bring it under control shall pay for costs of the sedation and for the care and feeding while the animal is under control of the city or the Humane Society. (Ord. 120 (part), 1986: prior code § 5.9)

6.04.340 Disposal of deceased animals.

A person caring for or owning any animal that has died shall not allow the carcass to remain about his premises. Such carcass shall be disposed of within twenty-four hours after death. (Ord. 120 (part), 1986: prior code § 5.10)

6.04.350 Sale of artificially colored animals unlawful.

No chick, duckling, gosling or rabbit that has been dyed or otherwise colored artificially may be sold or offered for sale, raffled, offered or given as a prize, premium or advertising device, or displayed in any store, shop, carnival or other public place. (Ord. 120 (part), 1986: prior code § 5.14)

6.04.360 Animals used as advertising devices—Unlawful when.

Chicks, ducklings and goslings, younger than four weeks of age may not be sold or offered for sale, raffled or offered or given as a prize, premium or advertising device, in quantity of less than twelve birds to an individual person unless sold by a person, firm, partnership

or corporation engaged in the business of selling chicks, ducklings, and goslings for agricultural or wildlife purposes. (Ord. 120 (part), 1986: prior code § 5.15)

6.04.370 Animals used as advertising devices—Adequate care required.

Stores, shops, vendors, and others displaying chicks, ducklings, or goslings to the public, shall provide and operate brooders or other heating devices that may be necessary to maintain the chicks, ducklings, or goslings in good health, and shall keep adequate food and adequate water available to the birds at all times. (Ord. 120 (part), 1986: prior code § 5.16)

6.04.380 Animal waste removal—Responsibility of owner.

It is unlawful for any owner or person in charge of a dog, cat, horse or other animal to fail to clean up and/or remove as soon as possible any excrement or droppings deposited by such dog, cat, horse or other animal on any real estate whether privately owned or publicly owned other than on the premises of the owner or person in charge. (Ord. 120 (part), 1986: prior code § 5.11)

6.04.390 Animal waste removal—Offenses on property.

It is unlawful for the owner or person in charge of any dog, cat, horse or other animal to permit excrement or droppings from any of such animals to collect on the premises of the owner or person in charge causing odor or unsanitary condition. Each owner or person in charge of the above-mentioned animal shall prevent such animal from interfering with

any neighboring resident's peaceful and quiet enjoyment of their property. (Ord. 120 (part), 1986: prior code § 5.12)

6.04.400 Kennels—Effect of nonconforming uses.

Any premises declared by this chapter to be a kennel that is not located in a properly zoned district under the provisions of the zoning ordinance of the city, is declared to be a nonconforming use. The use of a premises as a kennel shall not be enlarged, extended, reconstructed, substituted or structurally altered except when required by law, nor shall the number of dogs or cats over six months of age be increased. Whenever a dog or cat, owned or kept on a premises declared by this chapter to be a kennel, dies or is sold or is given away, such dog or cat shall not be replaced until such time as the use of the premises is no longer a kennel and a nonconforming use as defined by this chapter. In addition, in the event the use of a premises as a kennel is discontinued for a period of one year, use of the same shall conform thereafter to the uses permitted in the zoning district in which it is located. (Ord. 120 (part), 1986: prior code § 5.13)

6.04.410 Enforcement of chapter provisions.

In addition to any police officer of the city, the animal control officer shall have police powers in enforcement of this chapter, and no person shall interfere with, hinder, molest or abuse any such officer in the exercise of his powers. For the purpose of discharging the duties imposed by this chapter and to enforce its provisions, any officer is empowered to

enter upon any premises upon which a dog, cat or other animal is kept or harbored and to demand exhibition by the owner of such dog, cat or other animal that the animal is licensed and has the proper rabies vaccination certificate.

B. If a police officer or officer of the Humane Society or officer of the animal control department shall find upon inspection of a private premises that a dog or cat or other animal has not received rabies shots, is not licensed, has inadequate feed or water, or has inadequate shelter, the officer may remove

such dog, cat or other animal to the animal shelter or Humane Society. Cost of such removal and boarding of the animal shall be paid by the owner of the dog, cat or other animal. (Ord. 120 (part), 1986: prior code § 5.63)

6.04.420 Violation—Penalty.

Any person, firm or corporation violating any provision of this chapter is deemed guilty of a misdemeanor and upon conviction thereof shall be punished accordingly. (Ord. 120 (part), 1986: prior code § 5.2)

📖 CHAPTER 55 ANIMAL PROTECTION AND CONTROL

55.01 Administration and Enforcement	55.09 Injured Animals at Large
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📖 55.01 ADMINISTRATION AND ENFORCEMENT.

The Mayor and Police Chief are responsible for the administration of the provisions of the chapters in this Code of Ordinances pertaining to animal control. All officers whose duty it is to enforce the provisions of these chapters shall be officers sworn by the Mayor or Police Chief. The Police Chief, Animal Control Officer, or any member of the Police Department shall be responsible for the enforcement of the provisions of these chapters. Those persons charged with enforcing the provisions of these chapters shall have the authority to seize and impound animals pursuant to the provisions of this chapter, and shall have the authority of peace officers, including the authority to issue misdemeanor citations for violation of these animal control chapters. It is the duty of those persons charged with enforcing the provisions of these chapters to impound any animals found running at large in violation of the terms of this Code of Ordinances, and it is the duty of the Police Department to investigate all animal bites and file reports with the County Board of Health and to impound and quarantine the biting animal as provided in this chapter. Reference to the Animal Control Officer in these chapters means the Police Chief and any officer charged with the enforcement of these chapters.

📖 55.02 DEFINITIONS.

The following terms are defined for use in [Chapters 55](#) through [57](#) of this Code of Ordinances.

1. “Advertise” means to present a commercial message in any medium including but not limited to print, radio, television, sign, display, label, tag or articulation.
2. “Animal” means every wild, tame, or domestic member of the animal kingdom other than the genus and species *Homo Sapiens*.
3. “Animal shelter” means the premises and/or building which the Council may, from time to time, designate as the location for the impoundment of animals.

4. "At heel" means, with reference to a dog, within three feet of a person and subject to that person's strict obedience command.

5. "At large," "running at large," or "being at large" refers to any licensed or unlicensed animal found off the premises of its owner, whether on or off public or private property, and either: (i) not on a leash or at heel beside a person and obedient to that person's command; (ii) not restrained within a vehicle so as to prevent its leaving the vehicle; or (iii) not housed in a veterinary hospital or kennel.

6. "Bite" means any puncture, laceration, abrasion, scratch or any other break in the skin of a human, caused by an animal.

7. "Board of Health" means the Black Hawk County Board of Health.

8. "Business" means any enterprise relating to any of the following:

- A. The sale or offer for sale of goods or services.
- B. A recruitment for employment or membership in an organization.
- C. A solicitation to make an investment.
- D. An amusement or entertainment activity.

9. "Cat" means any member of the *Felis Domestica* species, male or female, altered or unaltered.

10. "Dart" means the process whereby a drug of a sedative nature is delivered to and injected into an animal by means of a projectile shot from a rifle, gun, or blowgun, or from a bow or crossbow, for the purpose of subduing or rendering unconscious an animal for capture.

11. "Department of Public Health," "Public Health Department," or "Health Department" means the Black Hawk County Department of Health.

12. "Director of Public Health" or "Health Officer" means the director and employees of the Black Hawk County Health Department.

13. "Dog" means both male and female animals of the canine species, whether neutered or not.

14. "Dangerous dog" means:

A. Any dog with a known propensity, tendency, or disposition to attack unprovoked, to cause injury to or to otherwise endanger the safety of humans or other domestic animals; or

B. Any dog known by the owner to be a pit bull terrier, which is herein defined as any American pit bull terrier or Staffordshire bull terrier or American Staffordshire terrier breed of dog or any mixed breed of dog which contains as an element of its breeding the breed of American pit bull terrier or Staffordshire bull terrier or American Staffordshire terrier as to be identifiable as partially of the breed of American pit bull terrier, Staffordshire bull terrier or American Staffordshire terrier.

15. “Emergency” means occurrence or set of circumstances involving actual or imminent physical trauma or property damage or which demands immediate action to protect the public health, safety and/or welfare, or the safety or welfare of an animal.

16. “Fair” means any of the following:

A. The annual fair and exposition held by the Iowa State Fair Board pursuant to Chapter 173 of the *Code of Iowa* or any fair event conducted by a fair under the provisions of Chapter 174 of the *Code of Iowa*.

B. An exhibition of agricultural or manufactured products.

C. An event for operation of amusement rides or devices or concession booths.

17. “Game” means a “game of chance” or “game of skill” as defined in Section 99B.1 of the *Code of Iowa*.

18. “Guard dog” means any dog trained or used to protect persons or property by attacking or threatening to attack any person found within the area patrolled by the dog and that is either securely enclosed within that area at all times or under the continuous control of a trained handler.

19. “Kennel” means a boarding kennel or commercial kennel, as defined in Chapter 162 of the *Code of Iowa*.

20. “Kennel dogs” means dogs which are kept solely for the bona fide purpose of sale and which are kept under constant restraint in a kennel pursuant to Chapter 162 of the *Code of Iowa*.

21. “Killer trap” means a type of trap designed to apprehend and instantaneously kill an animal, but does not include jaw, leg-hold or snare-type traps, regardless if set under water.

22. “Live trap” means a process whereby an animal is apprehended alive uninjured by means of a cage-type device, the door or entrance to which closes after the animal enters, preventing escape. Jaw, leg-hold or snare-type traps, designed to pinch trap an animal’s head or extremities, are not considered live traps.

23. “Livestock” means an animal belonging to the bovine, caprine, equine, ovine or porcine species, ostriches, rheas and emus; farm deer as defined in Section 170.1 of the *Code of Iowa*; or poultry.

(*Code of Iowa, Sec. 717.1*)

24. “Noise disturbance” means any sound which: (i) endangers or injures the safety or health of humans or animals; or (ii) annoys or disturbs a reasonable person of normal sensitivities; or (iii) endangers or injures personal or real property.

25. “Owner” means any person owning, keeping, sheltering or harboring an animal.

26. “Owner or person in lawful possession and control of any premises” means the fee title owner of any property or premises, or the person in actual possession or control of such premises under a lease or real estate contract.

27. “Pet” means a living dog, cat, or an animal normally maintained in a small tank or cage in or near a residence, including but not limited to a rabbit, gerbil, hamster, mouse, parrot, canary, mynah, finch, tropical fish, goldfish, snake, turtle, gecko, or iguana.

28. “Seeing eye dog” or “guide dog” means any dog which is owned by a person who is legally declared blind or partially sighted and which has been properly trained at a special school to guide in going from place to place.

29. “Vicious animal” means any animal which has attacked or bitten any person without provocation, or which has attacked or bitten any domestic animal or fowl on two or more occasions within a 12-month period; or which has been declared vicious by the Animal Control Officer or the Police Chief; or which has been found to possess such propensity by the Council.

55.03 ANIMAL NEGLECT.

It is unlawful for a person who impounds or confines, in any place, an animal, excluding livestock, to fail to supply the animal during confinement with a sufficient quantity of food or water, or to fail to provide a confined dog or cat with adequate shelter, or to torture, deprive of necessary sustenance, mutilate, beat, or kill such animal by any means which causes unjustified pain, distress or suffering.

(Code of Iowa, Sec. 717B.3)

55.04 LIVESTOCK NEGLECT.

It is unlawful for a person who impounds or confines livestock in any place to fail to provide the livestock with care consistent with customary animal husbandry practices or to deprive the livestock of necessary sustenance or to injure or destroy livestock by any means which causes pain or suffering in a manner inconsistent with customary animal husbandry practices.

(Code of Iowa, Sec. 717.2)

55.05 ABANDONMENT OF CATS AND DOGS.

A person who has ownership or custody of a cat or dog shall not abandon the cat or dog, except the person may deliver the cat or dog to another person who will accept ownership and custody or the person may deliver the cat or dog to an animal shelter or pound.

(Code of Iowa, Sec. 717B.8)

55.06 TRAPPING, POISONING AND DESTRUCTION OF ANIMALS.

1. It is unlawful for any person to trap, poison, or destroy any animal, except in the following circumstances:

A. Trapping, poisoning, or destroying, in a permissible manner, any mole or rodent (rat, mouse, or gopher) found upon the premises, with the exception of tree squirrels;

B. Trapping, poisoning, or destroying, in a permissible manner, pigeons which congregate on such premises in such a manner as to create a hazard to public health or cause damage to property;

C. Trapping or destroying, in a permissible manner, any dangerous animal found at large upon the premises and constituting an immediate threat to the safety or health of any person;

D. Trapping, poisoning, or destroying, in a permissible manner, any animal which has entered the occupied portion of any building or which has entered or nested in the attic, eaves, drainage or plumbing vent piping of any building, thereby creating a nuisance which cannot otherwise be abated, except that animals regulated pursuant to Chapter 481A and 481B of the *Code of Iowa* may not be trapped, poisoned or destroyed unless permission has first been obtained from the Department of Natural Resources;

E. The utilization of live traps to apprehend animals on any premises, regardless of the zone, if such animals constitute a nuisance due to the destruction of property, and if the method and location of such trapping are with the concurrence of and under the direction of the State Department of Natural Resources or Department of Health. If such trapping is done with the concurrence of and under the direction of the Department of Natural Resources, killer traps may be utilized.

2. In the event that the Board of Health determines that game animal or fur-bearing animal populations pose a significant threat to public health, safety, or property anywhere within the City, the Board may authorize trapping by licensed pest control operators or by commercial trappers who do not own the properties to be trapped, provided that the written permission of such property owner is first obtained, utilizing leg-hold traps, live traps, or killer traps in accordance with the provisions of Chapters 481A and 481B of the *Code of Iowa*. It is the duty of every person maintaining traps pursuant to this chapter to label said traps plainly with a metal tag displaying the owner's name and address and to inspect said traps at least once every 24 hours. Failure to do so shall constitute a misdemeanor. All animals trapped pursuant to the provisions of this section shall be promptly disposed of or destroyed in a humane manner. Traps which are placed or used in violation of this provision may be seized by the Animal Control Officer. The Animal Control Officer may allow any person 18 years of age or older to trap game animals and/or fur-bearing animals in accordance with Chapter 481A and 481B of the *Code of Iowa*, and under the same terms and conditions as set forth above, upon City-owned property, if the Animal Control Officer determines that such trapping is necessary either to prevent animal over-population of those premises, or to promote the public health, welfare and safety, or to abate a nuisance caused by such animal population.

3. Nothing contained herein shall prohibit the operation of a pest control business within the City by licensed pest control technicians, provided that the pest control methods used meet with the approval of the United States Environmental Protection Agency. A licensed pest control technician may perform any of the acts set forth in paragraphs A through E of subsection 1 of this section, if done in accordance with the requirements therein set forth and if authorized to do so by the owner or person in possession and control of the premises.

4. Nothing herein shall limit the authority of the Animal Control Officer to apprehend by any means animals found at large in violation of this chapter, or to apprehend by any means or destroy any animal found at large which constitutes an immediate threat to public health, welfare, or safety.

5. Nothing herein shall limit the authority of the Department of Natural Resources to trap or allow trapping upon property owned by the State or under the exclusive jurisdiction and control of the Department of Natural Resources.

 **55.07 AT LARGE PROHIBITED.**

1. The owner of an animal shall at all times restrain such animal to prevent it from being or running at large. An animal found at large by the Animal Control Officer shall be seized and impounded. If the Animal Control Officer is unable to apprehend the animal, or if the owner refuses to relinquish the same, the Animal Control Officer shall serve the owner a misdemeanor citation.

2. If a cat does not bear a current rabies vaccination tag and license tag, the owner of such cat shall at all times restrain such animal to prevent it from being or running at large. A cat not bearing current rabies vaccination tag and license tag found at large by the Animal Control Officer may, in the discretion of the Animal Control Officer, be seized and impounded. If the Animal Control Officer is unable to apprehend such cat or if the owner of the cat refuses to relinquish the same, the Animal Control Officer may serve the owner a misdemeanor citation.

3. It is lawful for any person who finds any animal at large to seize and hold the animal. Any person so seizing and holding an animal may confine it within a fenced yard, house, garage, or other structure owned by said person, or by physically restraining said animal on a harness, collar, or leash. The person seizing and holding the animal shall be responsible for the humane treatment of the animal while it is under that person's custody, and shall notify the Animal Control Officer within 48 hours that the animal is in said person's custody. The provisions of this chapter shall not infringe upon any right or duty created by Section 351.26 or Section 351.27 of the *Code of Iowa*.

55.08 IMPOUNDMENT.

1. Animals which are impounded shall be placed in the City animal shelter, licensed kennel, or other suitable place as directed by the Animal Control Officer. The Animal Control Officer shall register every impounded animal noting the species, breed, color, and sex of such animal, and, if a dog or cat, whether or not it is wearing a license tag.

2. When an animal has been apprehended and impounded, written notice shall be provided to the owner within two days after impoundment, if the owner's name and current address can reasonably be determined by accessing a tag or other device that is on or part of the animal. Impounded animals may be recovered by the owner upon payment of impounding costs, and if an unlicensed and/or unvaccinated cat or dog, by having it immediately licensed and/or vaccinated. If the owner fails to redeem the animal within seven days from the date that the notice is mailed, or if the owner cannot be located within seven days, the animal shall be disposed of in accordance with law or destroyed by euthanasia.

(Code of Iowa, Sec. 351.37, 351.41)

3. For purposes of this section, the Animal Control Officer may give notice to the owner either orally, by posting a notice at the owner's residence, or by mail.

55.09 INJURED ANIMALS AT LARGE.

1. In the event that an injured animal licensed pursuant to the provisions of this Code of Ordinances is found at large, the Animal Control Officer shall impound such animal. Upon impounding an injured animal, the Animal Control Officer shall attempt as soon as practicable to notify the owner of the animal's location and condition. Upon being so notified, the owner of such animal shall either immediately take custody of such animal or cause said animal to be transported to a veterinarian, or authorize its destruction in a humane manner.

2. In the event an injured animal at large cannot be apprehended, or if it displays vicious tendencies which would make its capture unduly hazardous, or in the event that an animal is found at large so seriously injured as to make its recovery improbable, or its condition deteriorates to that point, the Animal Control Officer may immediately destroy such animal in a humane manner in the interest of humane treatment.

3. In the event an animal regulated by Chapters 481A and 481B of the *Code of Iowa* is found injured at large, the Animal Control Officer shall, if practicable, consult with an officer of the Department of Natural Resources before destroying such animal.

55.10 GENERAL PROHIBITIONS AND DUTIES.

1. No person shall aid or cause any animal, whether owned by such person or not, to escape confinement or impoundment, whether such confinement or impoundment is upon such person's property or that of another, by opening any gate, door or window, by making an opening in any fence, enclosure or structure, or by unleashing such animal.

2. It is prohibited for any person to permit or allow an animal owned by that person or under that person's custody or control to defecate upon public property, park property, public right-of-way or the property of another.

3. It is the duty of every person owning or having the custody or control of an animal to clean up, remove and dispose of the feces deposited by such animal upon public property, park property, public right-of-way, or the property of another.

4. It is the duty of every person owning or having the custody or control of an animal to physically restrain the animal within an enclosure or upon a leash when such animal is left unattended outside or is not at heel. The animal must be restrained so as to prevent the animal from leaving the premises of its owner or from coming in contact with the public right-of-way or the property of another.

5. No person owning or having an animal under his or her control or care and custody shall permit such animal to create a noise disturbance or to bark or make any loud or unusual noises during times which such owner knows or should expect that such noise will disturb one or more neighbors, or otherwise disturb the peace. Kennels, veterinary clinics, animal hospitals, and animal shelters located within properly zoned areas shall be eligible for a variance from this requirement.

6. It is unlawful for any person owning, controlling, or caring for any animal that has died from any cause to allow the carcass to lie about the owner's premises or upon the premises of another person or upon any public property or right-of-way. It is the duty of such person to cause such carcass to be removed and properly disposed of by burying it in an approved animal cemetery, cremating in an approved incinerator, desiccation, removal by a licensed animal disposal company, or by delivering to a licensed veterinarian or the Humane Society Shelter, within 24 hours after the death of the animal. It is unlawful for any person to bury any animal on private premises within the City or for the owner of any property to allow an animal to be buried thereon, except in time of emergency as declared by the Board of Health when such action is necessary to protect the public health. The owner, possessor, and all persons having knowledge of any dead animal in the City shall report the same to the Department of Public Health, giving the name of the person who owned or had possession or control of the animal prior to its death,

and the place where the animal may be found. The Department of Public Health shall immediately notify the person who owned or had possession and control of such animal to cause the same to be removed and properly disposed of as herein provided.

7. Regardless of the provisions of subsection 6 above, it is unlawful for any owner or other person to dispose of any dead animal or allow it to be collected for disposal by any person except authorized representatives of the City if such animal has attacked, bitten, or caused a skin abrasion on any person, if the animal is suspected of being infected with rabies, until permission for disposal has been given by the Animal Control Officer.

8. It is unlawful for any person owning, controlling or caring for any animal to fail to keep in a clean and sanitary condition the premises and any pen, kennel, shelter, house or the person's dwelling or other structure where the animal is at any time kept. At least once every 24 hours (or more often if odors or health problems arise), such person shall pick up any and all feces so as to prevent accumulation and same shall be properly disposed of. Feces shall be held in watertight and fly-tight containers pending disposal and shall be disposed of at least once weekly. Feces shall be disposed only by depositing same in a sanitary sewer receptacle, or by depositing same in a proper receptacle for disposal as solid wastes. The animal and place where the animal is maintained shall also be kept free of obnoxious odors and shall be maintained so as not to attract or permit the harborage or breeding of flies and other insects or rodent or other vermin. All animal food and water shall be stored and placed for the animal's consumption in such a manner so that it will not become food for rodents and other vermin.

9. It is unlawful for any owner or other person to abandon, turn loose or leave any animal within the corporate limits of the City or so that the animal may find its way into the corporate limits of the City, or to abandon or leave any animal upon or in any premises unattended for a period in excess of three days.

10. The combined number of adult cats and dogs is limited to six animals per household.

55.11 FEES.

The fees for impoundment, boarding and keeping any animal, for removing a dead animal from any premises, for disposing of a dead animal, for humanely destroying an animal, for taking custody of unwanted animals, for trap rental, or for pest control shall be as provided in the prevailing schedule of fees adopted by the Council.

55.12 PET AWARDS PROHIBITED.

(Code of Iowa, Ch. 717.E)

1. Prohibition. It is unlawful for any person to award a pet or advertise that a pet may be awarded as any of the following:

A. A prize for participating in a game.

B. A prize for participating in a fair.

C. An inducement or condition for visiting a place of business or attending an event sponsored by a business.

D. An inducement or condition for executing a contract which includes provisions unrelated to the ownership, care or disposition of the pet.

2. Exceptions. This section does not apply to any of the following:

A. A pet shop licensed pursuant to Section 162.5 of the *Code of Iowa* if the award of a pet is provided in connection with the sale of a pet on the premises of the pet shop.

B. Youth programs associated with 4-H Clubs; Future Farmers of America; the Izaak Walton League of America; or organizations associated with outdoor recreation, hunting or fishing, including but not limited to the Iowa Sportsmen's Federation.

55.13 KEEPING OF VICIOUS ANIMALS PROHIBITED.

1. No person shall keep, shelter, or harbor a vicious animal for any reason within the City.

2. The Animal Control Officer, in his or her discretion or upon receipt of a complaint alleging that a particular animal is a vicious animal, may initiate proceedings to declare such animal as a vicious animal. A hearing on the matter shall be conducted by the Council. The person owning, keeping, sheltering, or harboring the animal in question shall be given not less than 24 hours' written notice of the time and place of the hearing. Said notice shall set forth the description of the animal in question and the basis for the allegation of viciousness. The notice shall also set forth that if the animal is determined to be vicious, the owner will be required to remove it from the City or allow it to be destroyed. The notice shall be served upon any adult residing at the premises where the animal is located or may be posted on those premises if no adult is present to accept service.

3. If, after the hearing, the Council determines that an animal is vicious, the Council shall order the person owning, sheltering, harboring, or keeping the animal to remove it from the City, or to cause it to be destroyed in a humane manner. The order shall immediately be served upon the person against whom issued in the same manner as the notice of hearing. If the order is not complied with within three days of its issuance, the Animal Control Officer is authorized to seize and impound the animal. An animal so seized shall be impounded for a period of seven days. If at the end of the impoundment period, the person against whom the order of the Council was issued has not petitioned the District Court for a review of said order, the Animal Control Officer shall cause the animal to be destroyed.

4. Failure to comply with an order of the Council issued pursuant hereto shall constitute a misdemeanor offense.

5. Any animal found at large which displays vicious tendencies may be processed as a vicious animal pursuant to the foregoing, unless the animal is so vicious that it cannot safely be apprehended; in which case, the Animal Control Officer may immediately destroy it, or unless its ownership is not ascertainable, in which case, it may be destroyed after three days' impoundment.

6. Any animal which is alleged to be vicious and which is under impoundment or quarantine shall not be released to the owner but shall continue to be held at the expense of the owner pending the outcome of the hearing. All costs of such impoundment or quarantine shall be paid by the owner whether or not the animal is determined to be vicious.

7. The prohibition contained in this section does not apply to keeping of guard dogs. However, guard dogs must be kept within a structure or a fenced enclosure at all times, and any guard dog found at large may be processed as a vicious animal pursuant to the

provisions of this section. Any premises guarded by a guard dog shall be prominently posted with a sign containing the wording “Guard Dog,” “Vicious Dog,” or words of similar import, and the owner of such premises shall inform the Police Department that a guard dog is on duty at the premises. It is the owner’s responsibility to notify the Police Department immediately when a guard dog has escaped and is running at large.

55.14 KEEPING OF DANGEROUS DOGS.

1. The provisions of this section apply to adult dogs only, which means any dog over the age of six months.
2. A dangerous dog is at large if such dog is not securely confined indoors or confined in a securely enclosed and locked pen or structure upon the premises of the owner of such dog. Such pen or structure must have secure sides and a secure top. If the pen or structure has no bottom secured to the sides, the sides must be embedded into the ground no less than one foot.
3. No person owning or harboring or having the care of a dangerous dog shall suffer or permit such animal to go unconfined on the premises of such person.
4. No person owning or harboring or having the care of a dangerous dog shall suffer or permit such dog to go beyond the premises of such person unless such dog is securely leashed and muzzled, except that a dangerous dog shall not be required to be muzzled when shown in a sanctioned Kennel Club Show.

55.15 RABIES CONTROL.

The owners of all dogs and cats four months of age or older, and which are permanently or temporarily within the corporate limits of the City, are required to have a vaccination against rabies for such animals. It is unlawful for any person to keep or harbor an animal which is not vaccinated as required. The rabies vaccination shall be administered in accordance with Chapter 351 of the *Code of Iowa*. A current certificate of vaccination for rabies signed by a licensed veterinarian administering the vaccine is required by this section.

1. Display of Rabies Tag and License. The owner of an animal shall at all times cause the current rabies vaccination tag, and current license tag if a license is required pursuant to [Chapter 56](#) of this Code of Ordinances, to be displayed on a collar, harness, or chain attached to the dog or cat.
2. Emergency Rabies Control. If the County Board of Health believes rabies to be epidemic, or believes there is threat of epidemic within the City, it may declare a quarantine of all or part of the City and such declaration shall be reported to the Council and the State Department of Health. During the period of the quarantine, any person owning or having a dog or other animal in his or her possession in the quarantined area shall keep such animal securely enclosed or on a leash for the duration of the quarantine period. Any animal or dog running at large during the time of this declaration shall be seized and impounded unless noticeably infected with rabies. All animals or dogs so noticeably infected with rabies and which, in the opinion of the Animal Control Officer, are displaying vicious propensities may be killed by the Animal Control Officer without notice to the owner. Dogs or other animals impounded during this declaration shall be disposed of as provided in this Code of Ordinances.
3. Reporting of Bites, Attacks, and Diseases.

A. It is the duty of the owner of any dog or cat or other animal which has bitten or attacked a person or any other person having knowledge of such bite or attack, including physicians, nurses and veterinarians, or parent or guardian of the bite victim, to report such act to the Police Department.

B. It is the duty of physicians, veterinarians, and the owner of any animal to report to the County Health Department the existence of any animal known or suspected to be suffering from rabies.

4. Procedure When Person Bitten By Animal; Quarantine.

A. Whenever an animal bites any person, it is the duty of the Animal Control Officer to have such animal immediately removed from the owner's premises and either taken to the animal shelter or a veterinary hospital for examination and quarantine, or destroyed if the animal appears to be diseased. If not destroyed, such animal must be placed under quarantine for a period of ten days. It is the duty of the owner of the animal which has bitten any person to deliver or surrender the possession of such animal to the City for quarantine when so ordered by the Animal Control Officer. Any confinement of an animal under quarantine shall be at the expense of the owner of such animal. If an animal is held by a veterinarian, it may not be released until the expiration of the 10-day quarantine period without express written permission of the Animal Control Officer. If for any reason a veterinarian determines that he or she may no longer continue to hold the animal, it may be surrendered only to the City animal shelter to be held for the remainder of the 10-day quarantine period.

B. If an animal which has bitten any person is suspected of having rabies, the Animal Control Officer may destroy the animal and have the carcass examined in lieu of quarantine. A wild or stray animal which has bitten any person may be destroyed immediately by the Animal Control Officer.

C. The owner of any animal which has bitten a person may apply to the Animal Control Officer to release the animal for the purpose of allowing quarantine at the home of the owner for a period of ten days. The application may be made at any time during the quarantine period and shall be on a form supplied by the Department of Public Health. Home quarantine shall not be permitted unless all of the following conditions have been fully met:

(1) The animal must have been vaccinated against rabies at least three weeks prior to the bite, and such vaccination must be valid for at least one month after the bite. A certification of rabies vaccination shall be produced by the owner of the animal. This vaccination certificate must bear the description of the animal, the type of vaccine used, the expiration of the vaccine and the signature of the veterinarian administering the vaccination. The animal must also have a current City license, if required by [Chapter 56](#), at the time of the bite.

(2) The animal was not running at large at the time of the bite.

(3) Prior to approval of home quarantine, the owner shall have the animal examined by a veterinarian, licensed in the State of Iowa, who shall certify that the animal appears to be free of rabies or any other zoonosis. If an animal cannot be immediately examined, it shall be quarantined at the City animal shelter until the owner can make arrangements for such examination.

(4) The person bitten (or if a minor, the minor's parent or guardian) must sign the application indicating that said person has been advised of the risks of rabies, and that if the animal disappears during the home quarantine, the person bitten may have to undergo anti-rabies treatment, that said person does not object to home quarantine, and relieving the City, the Board of Health, the Department of Public Health and its agents from liability if the animal disappears during the quarantine period.

(5) The owner of the animal must demonstrate to the satisfaction of the Police Department that said owner has the proper facilities and the ability to adequately and properly confine the animal to said person's home or property during the quarantine period.

(6) The owner shall agree to notify immediately the Department of Public Health of any changes in the animal's health or disposition, to allow representatives of the Department of Public Health or its agents to enter upon said owner's property and to examine the animal at any time and immediately to take the animal to a licensed veterinarian for examination at any time when directed by personnel of the Department of Public Health or its agents.

(7) At the end of the quarantine period, the owner shall have the animal examined by a licensed veterinarian who shall certify that the animal appears to be free of rabies or other zoonosis, and the quarantine should be terminated.

(8) The owner shall pay all costs of impoundment, board, and quarantine to the City before the animal is released, and shall agree to pay all costs of examinations by a veterinarian during the quarantine period.

(9) The owner shall further agree to surrender the animal immediately at any time the Director of Public Health or designee determines the home quarantine should be terminated, or at any time that any provisions or conditions of the home quarantine are violated, and the animal shall be returned to the custody of the Department of Public Health, its agents, or a licensed veterinarian in the State of Iowa.

(10) The County Board of Health may establish additional rules pertaining to home quarantine.

5. Report of Condition During Quarantine. It is the duty of any veterinarian or owner of other place at which an animal is placed under quarantine for any reason to report at once any noticeable change in the physical condition of such animal and to report at once if such animal dies. It is the duty of the Animal Control Officer to cause at least one examination at the end of the quarantine period and such other examinations as may be deemed necessary to insure that the animal is alive and well and not apparently infected with rabies. If deemed necessary, the Animal Control Officer may order such examinations done by a licensed veterinarian, and the owner of the animal shall pay all costs of such examinations.

6. Payment of Quarantine and Examination Costs.

A. The owner of any animal quarantined may redeem such animal after any quarantine period upon the payment in full of all costs of confinement, including reasonable costs of food and care of such animal, and medical examination before the animal is released. If the animal is not claimed after the ten-day quarantine period, whether the owner is known or unknown, the animal may be disposed of pursuant to this chapter.

B. When an animal dies during quarantine, the owner, if known, shall be billed for all costs of confinement to date of death and for all examinations including post-mortem or laboratory tests for rabies.

C. If the owner of an animal or any other person or organization specifically requests a post-mortem or laboratory examination of an animal for rabies, then the person making such request shall pay all examination costs.

D. If the owner of an animal is unknown, the Animal Control Officer may request a postmortem or laboratory examination of an animal for rabies at the expense of the City. Said cost shall be passed on to the owner, if determined.

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CHAPTER 55

ANIMAL PROTECTION AND CONTROL

55.01 Definitions	55.09 Vicious Dogs
55.02 Animal Neglect	55.10 Rabies Vaccination
55.03 Livestock Neglect	55.11 Owner's Duty
55.04 Abandonment of Cats and Dogs	55.12 Confinement
55.05 Livestock	55.13 At Large: Impoundment
55.06 At Large Prohibited	55.14 Disposition of Animals
55.07 Damage or Interference	55.15 Impounding Costs
55.08 Annoyance or Disturbance	55.16 Pet Awards Prohibited

55.01 DEFINITIONS. The following terms are defined for use in this chapter.

1. "Advertise" means to present a commercial message in any medium including but not limited to print, radio, television, sign, display, label, tag or articulation.
2. "Animal" means a nonhuman vertebrate.
(Code of Iowa, Sec. 717B.1)
3. "At large" means off the premises of the owner and not under the control of a competent person, restrained within a motor vehicle, or housed in a veterinary hospital or kennel.
4. "Business" means any enterprise relating to any of the following:
 - A. The sale or offer for sale of goods or services.
 - B. A recruitment for employment or membership in an organization.
 - C. A solicitation to make an investment.
 - D. An amusement or entertainment activity.
5. "Fair" means any of the following:
 - A. The annual fair and exposition held by the Iowa State Fair Board pursuant to Chapter 173 of the *Code of Iowa* or any fair event conducted by a fair under the provisions of Chapter 174 of the *Code of Iowa*.
 - B. An exhibition of agricultural or manufactured products.
 - C. An event for operation of amusement rides or devices or concession booths.
6. "Game" means a "game of chance" or "game of skill" as defined in Section 99B.1 of the *Code of Iowa*.
7. "Livestock" means an animal belonging to the bovine, caprine, equine, ovine or porcine species, ostriches, rheas and emus; farm deer as defined in Section 170.1 of the *Code of Iowa*; or poultry.
(Code of Iowa, Sec. 717.1)
8. "Owner" means any person owning, keeping, sheltering or harboring an animal.

9. “Pet” means a living dog, cat, or an animal normally maintained in a small tank or cage in or near a residence, including but not limited to a rabbit, gerbil, hamster, mouse, parrot, canary, mynah, finch, tropical fish, goldfish, snake, turtle, gecko, or iguana.

55.02 ANIMAL NEGLECT. It is unlawful for a person who impounds or confines, in any place, an animal, excluding livestock, to fail to supply the animal during confinement with a sufficient quantity of food or water, or to fail to provide a confined dog or cat with adequate shelter, or to torture, deprive of necessary sustenance, mutilate, beat, or kill such animal by any means that causes unjustified pain, distress or suffering.

(Code of Iowa, Sec. 717B.3)

55.03 LIVESTOCK NEGLECT. It is unlawful for a person who impounds or confines livestock in any place to fail to provide the livestock with care consistent with customary animal husbandry practices or to deprive the livestock of necessary sustenance or to injure or destroy livestock by any means that causes pain or suffering in a manner inconsistent with customary animal husbandry practices.

(Code of Iowa, Sec. 717.2)

55.04 ABANDONMENT OF CATS AND DOGS. A person who has ownership or custody of a cat or dog shall not abandon the cat or dog, except the person may deliver the cat or dog to another person who will accept ownership and custody or the person may deliver the cat or dog to an animal shelter or pound.

(Code of Iowa, Sec. 717B.8)

55.05 LIVESTOCK. It is unlawful for a person to keep livestock within the City except by written consent of the Council or except in compliance with the City’s zoning regulations.

NUMBER OF PETS – PAGE 53 CURRENT CODE

55.06 AT LARGE PROHIBITED. It is unlawful for any owner to allow an animal to run at large within the corporate limits of the City.

55.07 DAMAGE OR INTERFERENCE. It is unlawful for the owner of an animal to allow or permit such animal to pass upon the premises of another thereby causing damage to, or interference with, the premises.

55.08 ANNOYANCE OR DISTURBANCE. It is unlawful for the owner of a dog to allow or permit such dog to cause serious annoyance or disturbance to any person by frequent and habitual howling, yelping, barking, or otherwise, or by running after or chasing persons, bicycles, automobiles or other vehicles.

55.09 VICIOUS DOGS. It is unlawful for any person to harbor or keep a vicious dog within the City. A dog is deemed to be vicious when it has attacked or bitten any person without provocation, or when propensity to attack or bite persons exists and is known or ought reasonably to be known to the owner.

55.10 RABIES VACCINATION. Every owner of a dog shall obtain a rabies vaccination for such animal. It is unlawful for any person to own or have a dog in said person’s possession, six months of age or over, which has not been vaccinated against rabies. Dogs kept in State or

federally licensed kennels and not allowed to run at large are not subject to these vaccination requirements.

(Code of Iowa, Sec. 351.33)

55.11 OWNER'S DUTY. It is the duty of the owner of any dog, cat, or other animal that has bitten or attacked a person or any person having knowledge of such bite or attack to report this act to a local health or law enforcement official. It is the duty of physicians and veterinarians to report to the local board of health the existence of any animal known or suspected to be suffering from rabies.

(Code of Iowa, Sec. 351.38)

55.12 CONFINEMENT. If a local board of health receives information that an animal has bitten a person or that a dog or animal is suspected of having rabies, the board shall order the owner to confine such animal in the manner it directs. If the owner fails to confine such animal in the manner directed, the animal shall be apprehended and impounded by such board, and after 10 days the board may humanely destroy the animal. If such animal is returned to its owner, the owner shall pay the cost of impoundment. This section does not apply if a police service dog or a horse used by a law enforcement agency and acting in the performance of its duties has bitten a person.

(Code of Iowa, Sec. 351.39)

⇒ **Alternate 1**

No Impounding

55.13 SUMMONS ISSUED. The owner of any dog or other animal shall be issued a summons to appear before a proper court to answer charges of permitting such dog or animal to be at large in violation of this chapter.

⇒ **Alternate 2**

55.13 AT LARGE: IMPOUNDMENT. Animals found at large in violation of this chapter shall be seized and impounded, or at the discretion of the peace officer (City), the owner may be served a summons to appear before a proper court to answer charges made thereunder.

55.14 DISPOSITION OF ANIMALS. When an animal has been apprehended and impounded, written notice shall be provided to the owner within two days after impoundment, if the owner's name and current address can reasonably be determined by accessing a tag or other device that is on or part of the animal. Impounded animals may be recovered by the owner upon payment of impounding costs, and if an unvaccinated dog, by having it immediately vaccinated. If the owner fails to redeem the animal within seven days from the date that the notice is mailed, or if the owner cannot be located within seven days, the animal shall be disposed of in accordance with law or destroyed by euthanasia.

(Code of Iowa, Sec. 351.37, 351.41)

55.15 IMPOUNDING COSTS. Impounding costs are \$_____ for the first day or any part thereof, and \$_____ per day thereafter.

(Code of Iowa, Sec. 351.37)

Option: 4-1-6- Impounded unlicensed dogs may be recovered by the owner, upon proper identification, by payment of the license fee, impounding fee and boarding costs and the costs of vaccination if vaccination is required by Section 4-1-3. There shall be a charge of twenty dollars (\$20.00) for each animal taken and impounded on the first occasion an animal is impounded; a fee of twenty-five dollars

(\$25.00) in the event of a second impoundment of the same animals within three hundred sixty-five (365) days of the first impoundment; and a fee of thirty dollars (\$30.00) for each subsequent impoundment within three hundred sixty-five (365) days of the first impoundment. There shall also be a charge of twenty dollars (\$20.00) for each day or part thereof the animal is kept or fed. Impoundment fees shall be paid to the city or its authorized representative providing services herein.

⇒ Alternate to Section 55.13 through 55.15 above

55.13 AT LARGE: IMPOUNDMENT. Animals found at large in violation of this chapter shall be seized and impounded at the impoundment facilities utilized by the City, or at the discretion of the peace officer, the owner may be served a summons to appear before a proper court to answer charges made thereunder.

55.14 DISPOSITION OF ANIMALS. When an animal has been apprehended and impounded, written notice shall be provided to the owner within two days after impoundment, if the owner's name and current address can reasonably be determined by accessing a tag or other device that is on or part of the animal. Impounded animals may be recovered by the owner upon payment of impounding costs, and if an unvaccinated dog, by having it immediately vaccinated. If the owner fails to redeem the animal within seven days from the date that the notice is mailed, or if the owner cannot be located within seven days, the animal shall be disposed of in accordance with law or destroyed by euthanasia.

(Code of Iowa, Sec. 351.37, 351.41)

55.16 PET AWARDS PROHIBITED.

(Code of Iowa, Ch. 717E)

1. Prohibition. It is unlawful for any person to award a pet or advertise that a pet may be awarded as any of the following:
 - A. A prize for participating in a game.
 - B. A prize for participating in a fair.
 - C. An inducement or condition for visiting a place of business or attending an event sponsored by a business.
 - D. An inducement or condition for executing a contract that includes provisions unrelated to the ownership, care or disposition of the pet.
2. Exceptions. This section does not apply to any of the following:
 - A. A pet shop licensed pursuant to Section 162.5 of the *Code of Iowa* if the award of a pet is provided in connection with the sale of a pet on the premises of the pet shop.
 - B. Youth programs associated with 4-H Clubs; Future Farmers of America; the Izaak Walton League of America; or organizations associated with outdoor recreation, hunting or fishing, including but not limited to the Iowa Sportsmen's Federation.

CHAPTER 56

DOG LICENSE REQUIRED

56.01 Annual License Required
56.02 License Fees
56.03 Delinquency
56.04 License Tags
56.05 License Records

56.06 Immunization
56.07 Duplicate Tags
56.08 Transfers of Licensed Dogs
56.09 Kennel Dogs
55.10 Maximum Number of Dogs Allowed

56.01 ANNUAL LICENSE REQUIRED.

1. Every owner of a dog over the age of _____[†] months shall procure a dog license from the _____ on or before January 1 of each year.
2. Such license may be procured after January 1 and at any time for a dog that has come into the possession or ownership of the applicant or that has reached the age of _____ months after said date.
3. The owner of a dog for which a license is required shall apply to the _____ on forms provided by the _____.
4. The form of the application shall state the breed, sex, age, color, markings, and name, if any, of the dog, and the address of the owner and shall be signed by the owner. The application shall also state the date of the most recent rabies vaccination, the type of vaccine administered and the date the dog shall be revaccinated.
5. All licenses shall expire on January 1 of the year following the date of issuance.

56.02 LICENSE FEES. The annual license fee shall be as established by resolution of the Council.

56.03 DELINQUENCY. All license fees shall become delinquent on July 1 of the year in which they are due and a delinquent penalty of \$1.00 shall be added to each unpaid license on and after said date.

56.04 LICENSE TAGS. Upon receipt of the application and fee, the _____ shall deliver or mail to the owner a license that shall be in the form of a metal tag stamped with the serial number of the license as shown on the record book of the _____, the year in which it is issued, and the name of the City. The license tag shall be securely fastened by the owner to a collar or harness that shall be worn at all times by the dog for which issued. A license issued for one dog shall not be transferable to another dog. Upon the expiration of the license, the owner shall remove said tag from the dog.

56.05 LICENSE RECORDS. The _____ shall keep a book to be known as the record of licenses; such record shall show:

[†] four (4) or six (6)

1. The serial number and date of each application for a license.
2. The description of the dog as specified in the application, together with the name of the owner of the dog.
3. The date when each license tag is issued and the serial number of each tag, the date of the most recent rabies vaccination, the type of vaccine administered, and the date the dog shall be revaccinated.
4. The amount of all fees paid.
5. Such other data as may be required by law.

56.06 IMMUNIZATION. Before a license is issued, the owner shall furnish a veterinarian's certificate showing that the dog for which the license is sought has been vaccinated against rabies, and that the vaccination does not expire within six months from the effective date of the dog license. A tag showing evidence of proper vaccination shall at all times be attached to the collar of the dog.

56.07 DUPLICATE TAGS. Upon the filing of an affidavit that the license tag has been lost or destroyed, the owner may obtain another tag on the payment of \$_____ and the _____ shall enter in the license record the new number assigned.

56.08 TRANSFERS OF LICENSED DOGS. Upon transfer of a licensed dog into the City, the owner shall surrender the original license tag to the _____. The _____ shall preserve the surrendered tag and, without a license fee, issue a new license tag.

56.09 KENNEL DOGS. Dogs kept in State or federally licensed kennels, which are kept or raised solely for the bona fide purpose of sale and which are kept under constant restraint, are not subject to the provisions of this chapter.

55.10 MAXIMUM NUMBER OF DOGS ALLOWED. No owner, resident or caretaker of any residential unit shall knowingly allow more than three (3) dogs to be kept within the city limits of the city of Smithland, Iowa

Sample D

CHAPTER 57

DANGEROUS AND VICIOUS ANIMALS

57.01 Definitions

57.02 Keeping of Dangerous Animals Prohibited

57.03 Keeping of Vicious Animals Prohibited

57.04 Seizure, Impoundment and Disposition

57.01 DEFINITIONS. For use in this chapter, the following terms are defined:

1. “Dangerous animal” means the following animals: †
 - A. Badgers, wolverines, weasels, skunk and mink.
 - B. Raccoons.
 - C. Bats.
 - D. Scorpions.
 - E. Opossums.
 - F. Piranhas.

Alternate 2:

2. “Dangerous animal” means: †
 - A. Badgers, wolverines, weasels, skunk and mink.
 - B. Raccoons.
 - C. Bats.
 - D. Scorpions.

Alternate 1:

3. “Vicious animal” means any animal, except for a dangerous animal as listed above, that has attacked, bitten or clawed a person while running at large and the attack was unprovoked, or any animal that has exhibited vicious tendencies in present or past conduct, including such that said animal: (i) has bitten or clawed a person or persons on two separate occasions within a 12-month period; or (ii) did bite or claw once causing injuries above the shoulders of a person; or (iii) could not be controlled or restrained by the owner at the time of the attack to prevent the occurrence; or (iv) has attacked any domestic animal or fowl on three separate occasions within a 12-month period.

† **EDITOR’S NOTE:** Certain other dangerous animals, listed in Chapter 717F.1, paragraph 5a, of the *Code of Iowa*, are specifically prohibited and regulated by the Iowa Department of Agriculture and Land Stewardship.

† **EDITOR’S NOTE:** Certain other dangerous animals, listed in Chapter 717F.1, paragraph 5a, of the *Code of Iowa*, are specifically prohibited and regulated by the Iowa Department of Agriculture and Land Stewardship.

Alternate 2:

4. “Vicious animal” means any animal, except for a dangerous animal as listed above, that has attacked, bitten, or clawed a person while running at large and the attack was unprovoked, or any animal that has exhibited vicious tendencies in present or past conduct, including such that said animal: (i) has bitten more than one person during the animal’s lifetime; or (ii) has bitten one person on two or more occasions during the animal’s lifetime; or (iii) has attacked any domestic animal or fowl without provocation, causing injury or death while off the property of the owner.

57.02 KEEPING OF DANGEROUS ANIMALS PROHIBITED. No person shall keep, shelter, or harbor any dangerous animal as a pet, or act as a temporary custodian for such animal, or keep, shelter or harbor such animal for any purpose or in any capacity within the City.

57.03 KEEPING OF VICIOUS ANIMALS PROHIBITED. No person shall keep, shelter, or harbor for any reason within the City a vicious animal except in the following circumstances:

1. Animals under the control of a law enforcement or military agency.
2. The keeping of guard dogs; however, guard dogs must be kept within a structure or fixed enclosure at all times, and any guard dog found at large may be processed as a vicious animal pursuant to the provisions of this chapter. Any premises guarded by a guard dog shall be prominently posted with a sign containing the wording “Guard Dog,” “Vicious Dog” or words of similar import, and the owner of such premises shall inform the Mayor or peace officer that a guard dog is on duty at said premises.

57.04 SEIZURE, IMPOUNDMENT AND DISPOSITION.

1. In the event that a dangerous animal or vicious animal is found at large and unattended upon public property, park property, public right-of-way or the property of someone other than its owner, thereby creating a hazard to persons or property, such animal may, in the discretion of the Mayor or peace officer, be destroyed if it cannot be confined or captured. The City shall be under no duty to attempt the confinement or capture of a dangerous animal or vicious animal found at large, nor shall it have a duty to notify the owner of such animal prior to its destruction.

2. Upon the complaint of any individual that a person is keeping, sheltering or harboring a dangerous animal or vicious animal on premises in the City, the Mayor or peace officer shall cause the matter to be investigated and if after investigation, the facts indicate that the person named in the complaint is keeping, sheltering or harboring a dangerous or vicious animal in the City, the Mayor or peace officer shall order the person named in the complaint to safely remove such animal from the City or destroy the animal within three days of the receipt of such an order. Such order shall be contained in a notice to remove the dangerous or vicious animal, which notice shall be given in writing to the person keeping, sheltering, or harboring the dangerous animal or vicious animal, and shall be served personally or by certified mail. Such order and notice to remove the dangerous animal or vicious animal shall not be required where such animal has previously caused serious physical harm or death to any person, in which case the Mayor or peace officer shall cause the animal to be immediately seized and impounded or killed if seizure and impoundment are not possible without risk of serious physical harm or death to any person.

3. The order to remove a dangerous animal or vicious animal issued by the Mayor or peace officer may be appealed to the Council. In order to appeal such order, written

notice of appeal must be filed with the Clerk within three days after receipt of the order contained in the notice to remove the dangerous or vicious animal. Failure to file such written notice of appeal shall constitute a waiver of the right to appeal the order of the Mayor or peace officer.

4. The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the Clerk. The hearing of such appeal shall be scheduled within seven days of the receipt of the notice of appeal. The hearing may be continued for good cause. After such hearing, the Council may affirm or reverse the order of the Mayor or peace officer. Such determination shall be contained in a written decision and shall be filed with the Clerk within three days after the hearing or any continued session thereof.

5. If the Council affirms the action of the Mayor or peace officer, the Council shall order in its written decision that the person owning, sheltering, harboring or keeping such dangerous or vicious animal remove such animal from the City or destroy it. The decision and order shall immediately be served upon the person against whom rendered in the same manner as the notice of removal. If the original order of the Mayor or peace officer is not appealed and is not complied with within three days or the order of the Council after appeal is not complied with within three days of its issuance, the Mayor or peace officer is authorized to seize, impound or destroy such dangerous or vicious animal. Failure to comply with an order of the Mayor or peace officer issued pursuant to this chapter and not appealed (or of the Council after appeal) constitutes a simple misdemeanor.

Chapter 8.08**NUISANCES*****Sections:**

- 8.08.010 Public nuisances prohibited; authority to abate.**
- 8.08.020 Nuisance defined; enumeration of nuisances.**
- 8.08.030 Additional conditions subject to chapter.**
- 8.08.040 Responsibility for abatement; abatement defined.**
- 8.08.050 Abatement by city after notice—Procedure; payment of costs.**
- 8.08.060 Abatement hearing—Decision; appeal.**
- 8.08.070 Resisting, obstructing or interfering with city officer.**

8.08.010 Public nuisances prohibited; authority to abate.

The creation or maintenance of a nuisance is unlawful and is prohibited. The mayor or the mayor's designee is authorized to abate nuisances either by issuance of a municipal infraction punishable as provided in Chapter 1.24 of this Code, or by administrative abatement procedures set forth in this chapter. The authority for this Chapter and all its parts is pursuant to Iowa Code § 364.12 (granting said authority to cities) and § 657.2 (enumerating nuisances). (Ord. No. 238, § 1, 2-9-2016)

*Editor's note—Ord. No. 238, § 1, adopted Feb. 9, 2016, repealed the former Ch. 8.08, §§ 8.08.010—8.08.120, and enacted a new Ch. 8.08 as set out herein. The former Ch. 8.08 pertained to similar subject matter and derived from prior code § 3.18; and Ord. 128(part), adopted 1988.

8.08.020 Nuisance defined; enumeration of nuisances.

Whatever is injurious to the senses or an obstruction to the free use of property so as essentially to interfere with the comfortable enjoyment of life or property by the public or community shall be deemed a nuisance. Nuisances shall include, but shall not be limited to, the following:

A. The erecting, continuing or using of any building or other place for the exercise of any trade, employment or manufacture which, by occasioning noxious exhalations, offensive smells or other annoyances, becomes injurious and dangerous to the health, comfort or property of individuals or the public.

B. The causing, permitting or allowing of any refuse, solid waste, garbage, noxious substances, hazardous wastes, junk or salvage materials to be deposited, collected or to remain in any place whether public or private. The term "noxious substances," shall include, but not be limited to, substances, solid or fluids, which are offensive, detrimental to health, hurtful or dangerous, including any dead animal or portion thereof, together with human or animal excrement. In addition to any action taken under this Chapter, hazardous substances shall be dealt with in strict compliance to Chapter 8.04 of this Code.

C. The causing, preventing or allowing any refuse, solid waste, garbage, noxious substances or hazardous wastes, junk, salvage material or other offensive substances to be thrown, left or deposited in or upon any street, avenue, alley, sidewalk, park, public square, lot, whether vacant or occupied, or upon any pond or pool of water.

D. The obstructing or impeding, without legal authority, of the passage of any navigable river, harbor or collection of water.

E. Creating, maintaining, causing or allowing to exist any stagnant water standing on any property, including any container or material kept in such a condition that water can accumulate and stagnate therein.

F. The corrupting or rendering unwholesome or impure of the water of any river, stream or pond, or unlawfully diverting the river, stream or pond from its natural course or state, to the injury or prejudice of others.

G. Creating, maintaining, causing or allowing to exist any ditch, drain or water course which is now or hereafter may be constructed so as to prevent or unduly interfere with the surface and overflow water drainage from adjacent lands, or any storm water detention basin not properly maintained, as determined by the city engineer.

H. Facilities for the storage or processing of sewage, such as septic tanks, cesspools and drain fields, which have failed or do not function properly, or which are overflowing, leaking or emanating odors; or septic tanks, cisterns and cesspools which are abandoned or no longer in use, unless properly emptied and filled with clean fill; or any cesspool or septic tank which does not comply with the county department of health regulations.

I. The obstructing or encumbering, by fences, buildings, structures, signs or otherwise, of the public roads, private ways, streets, alleys, commons, landing places or burying grounds.

J. Any gathering of persons or vehicles upon a public street or sidewalk or any use of property abutting a public street or sidewalk which obstructs pedestrian or vehicular traffic or other lawful use of streets or sidewalks, except as permitted by permit or ordinance.

K. Houses of ill fame, kept for the purpose of prostitution and lewdness, gam-

bling houses, or places resorted to by persons using controlled substances, as defined in Iowa Code § 124.101(5), in violation of law, or houses where drunkenness, quarreling, fighting or breaches of the peace are carried on or permitted to the disturbance of others.

L. Unoccupied buildings or unoccupied portions of buildings which are unsecured or abandoned.

M. Billboards, signboards and advertising signs, whether erected and constructed on public or private property, which so obstruct and impair the view of any portion or part of a public street, avenue, highway, boulevard or alley or of a railroad or street railway track as to render dangerous the use thereof.

N. Cotton-bearing cottonwood trees and all other cotton-bearing poplar trees. (Ref. 8.08.010)

O. The depositing or storing of inflammable junk, such as old rags, rope, cordage, rubber, bones and paper, by property owner or tenant in such articles, within the fire limits of the city, unless it is in a building of fireproof construction.

P. The depositing or allowing the depositing of any mud, dirt, gravel or other debris on any public street, alley, sidewalk, or other public property.

Q. The emission of dense smoke, noxious fumes or fly ash in the city. The city may provide the necessary rules for inspection, regulation and control.

R. Dense growth of all weeds, vines, brush or other vegetation in the city so as to constitute a health, safety or fire hazard as set forth in Chapter 8.10 of this Title.

S. Creating, maintaining, causing or allowing to exist conditions which are conducive to the harborage or breeding of vermin; or allowing to exist infestations of

vermin, such as rats, mice, skunks, snakes, bats, starlings, pigeons, wasps, cockroaches or flies.

T. Trees infected with Dutch elm or other infectious disease as identified by a qualified arborist; or any dead, diseased or damaged trees or plant materials which may harbor serious insect or disease pests or disease injurious to other trees or plant materials, or any healthy tree in such a state of deterioration that any part of such tree is likely to fall and damage property or cause injury to persons. In addition to any action taken under this chapter, trees infected with Dutch elm shall be dealt with in strict compliance to Chapter 8.12 of this Code. If a qualified arborist determines that a diseased or damaged tree or plant material may be brought to full health by chemical or other treatment, the city will not enforce the provisions of this Chapter if a property owner or tenant provides proof to the city that such treatment has been properly applied. If however, a qualified arborist determines that such treatment is ineffective, the city may enforce the provisions of this chapter and Chapter 8.12 of this Code.

U. Creating, maintaining, causing or allowing to exist any noxious weeds.

V. The following items stored in outdoor areas or in partially enclosed sheds, lean-tos or other structures not totally enclosed by structural walls, a roof and properly functioning doors shall be considered a nuisance:

- a. building materials not part of an active building project authorized by a current city building permit.
- b. abandoned, inoperable vehicles or junk vehicles defined in Chapter 8.16.
- c. non-registered or unlicensed vehicles or auto parts.
- d. miscellaneous steel, plastic, rubber or metal parts.

e. junk, including but not limited to tires, packing boxes, wooden pallets, tree limbs, brush piles, and discarded lumber.

f. broken or unused furniture and appliances, including any upholstered or finished furniture intended for indoor usage such as couches, beds, mattresses, desks, chairs, shelving or wooden tables.

g. other broken or unused household furnishings or equipment including carpeting, appliances and other typical household items typically intended for indoor usage.

h. plastic tarps, trash bags containing leaves, debris, garbage or other items, trash and garbage not properly contained within a trash disposal container or any other discarded items not normally required in the day to day use of the exterior area of the property.

i. cut firewood in the front lawn of any residence (for any cut firewood to not be considered a nuisance, it must be neatly stacked and placed along the side or in the backyard of any residence and not in any location so as to obstruct any view either from the house, from the street, or to obstruct any access to a driveway for emergency vehicles).

W. Any attractive nuisance dangerous to children in the form of abandoned vehicles, abandoned or broken equipment, including abandoned refrigerators, hazardous pools, ponds, excavations, materials, including building material, debris, or neglected machinery.

X. Real property maintained in such condition as it becomes so defective, unsightly, or in such condition of deterioration or disrepair that the same causes substantial depreciation of the property values of the surrounding properties or is materially detrimental to properties and improvements.

Y. Accumulations of snow or ice on sidewalks abutting a property that are not cleared within a reasonable time.

Z. Any wall, fence or hedge in such condition as to constitute a hazard to persons or property or to cause depreciation in the value of any adjacent or nearby property.

AA. Any discarded or unused material on real property that is not consistent with the condition and visual appearance of surrounding adjacent real properties, including dirt and gravel piles, rock piles, incomplete landscaping projects, eroded soil areas, pits, holes and excavations.

BB. The causing of the accumulation of building debris and/or construction materials, tools, equipment or machinery on any property within the city limits of the city after the expiration of a building permit as outlined in chapter 15 of this Code, the occasioning of which becomes injurious and dangerous to the health, comfort, or property of individuals or the public.

CC. Creating, maintaining, causing or allowing to exist for a continuous period of more than thirty days, any manmade excavation, hole, or other depression in the ground in or on any lot or parcel of land in the city of a depth of more than three feet below the surrounding grade, other than as part of the active construction of a building or other structure on the lot which will ultimately close in and completely cover such excavation, hole or depression. Upon a finding by the court that the owner of the lot or parcel of land has violated the provisions of this subsection, the lot owner shall be required to fill in any such excavation, hole or depression and grade the same to a topographic elevation equal to or level with the surrounding adjacent grade, and seed the site with grass or similar vegetative ground cover, and take reasonable measures to ensure the proper germination of the planted vegetation.

DD. On properties being used by an allowable commercial use, any items stored

on the property that are not normally utilized in the daily operation of the commercial use must be stored in structures totally hidden from view or behind privacy fence totally hidden from view.

EE. All structures, both commercial and residential, including detached accessory structures, on any commercial, residential, agricultural or industrial property shall be free of significant structural defects. The term "free from significant structural defect" means:

1. The roof and roofing material are of such a nature and condition that they do not permit water, snow or ice to penetrate into the structure. Roofing materials shall be in good condition and made up of consistent materials and consistent coloration throughout the roof area.

2. Drainage gutters and downspouts are securely attached to the structure and in proper functioning order.

3. All exterior trim and exterior exposed surfaces, including siding materials, must be sound, in good condition and securely attached to the structure.

4. Exterior walls must be free of holes and made of a consistent material, such that patches or repairs consisting of dissimilar materials or colors compared to the prevailing surface material of the exterior walls are not present.

5. The foundation of the structure is sound, capable of supporting the structure and not deteriorated to the point that failure is judged to be inevitable, but not necessarily imminent. The foundation shall be plumb and free from cracks, breaks and holes so as to prevent the entry of animals.

6. Windows and doors, including outer screen or storm windows and doors, must be intact, containing no holes, squarely hung with properly operating latches or locks so as to be securely closed, and where the win-

dows have intact glass or normal window material that allows the entry of light with no holes in said window surface areas.

7. All points of egress/ingress into and out of the structure must be of a secure and safe design and made of standard building materials and must also provide clear and easy access via properly installed steps, porches, entryway landings and hand rails that are intact, with no protruding or loose boards or surface materials causing a hazard, and which provide ready access to all points of entry to the structure.

8. Exterior wall surfaces are properly painted and/or maintained with appropriate exterior wall materials, including wood, vinyl, steel or metal siding materials, stucco or exterior insulation finish system (EIFS) materials, brick or similar masonry materials, that are in all cases intact, not in a condition of deterioration, are of uniform coloration and are not patched with dissimilar materials. Plastic wrap material shall not be considered to be an acceptable siding material. No flaking or chipped paint or outer loose material dominates or detracts from the exterior appearance of the structure.

9. All fencing, including gates, shall be maintained in good condition, free from damage, breaks, holes or missing structural members. All fencing shall be of consistent materials and coloration.

10. Detached accessory structures, including garages and storage sheds, must conform to the standards outlined above. In addition, all doors and windows must be of functional design and materials and in proper working order. No plastic wrap material or tarps shall be used to substitute for doorways or windows.

11. Reconstruction and repair: Materials and practices used in the reconstruction/repair of any building structure, whether of roofing materials, siding materials, founda-

tion, walls, windows, doorways, entryways or detached accessory structures shall be of standard quality and appearance, consistent with currently applicable International Building Code requirements and consistent with the appearance and character of the structure under repair and consistent with other properties in the immediate vicinity of the premises.

12. Vacant structures: All vacant structures shall comply with the above-cited maintenance provisions with the exception that windows and doors may be secured with boards or other materials intended to provide security and protection to the structure. All vandalized portions of the structure must be promptly repaired including repainting of areas that are defaced with paint or graffiti.

FF. All real property defaced by graffiti vandalism which is visible to the public view.

GG. Any hazardous thing or condition on property which may contribute to injury of any person present on the property, including, but not limited to, open holes, open foundations, open wells, or dangerous trees or limbs.

HH. Anything or condition on property creating a fire hazard, as determined by the fire chief, or his/her designee, of Waterloo Fire and Rescue or any firefighting department that the city contracts with in the future.

II. Anything or condition on property creating an imminent threat to human health or in violation of any health or sanitation law.

JJ. Building construction sites maintained in violation of Chapter 15, Building Code.

KK. Any violation of the noise ordinance set forth in Chapter 8.20 of this title.

LL. Any violation of junk vehicles set forth in Chapter 8.16 of this title.
(Ord. No. 238, § 1, 2-9-2016)

8.08.030 Additional conditions subject to chapter.

The requirement of the removal, correction or abatement of nuisances enumerated in this chapter shall not be confined to the things known to the common law or specially declared by law as nuisances, but shall also extend to anything constituting a nuisance in fact, including as well anything designated in this Code and judicially declared as dangerous, offensive, unhealthy or obstructive.

(Ord. No. 238, § 1, 2-9-2016)

8.08.040 Responsibility for abatement; abatement defined.

A. The owner, agent, lessee, occupant or other person in charge of any building or premises where any of the things forbidden by this chapter exist, or whence any of such things have originated, or any person responsible for the existence, origin or continuance of any of such things, shall correct, remove or abate such thing without delay.

B. Abatement may include, but shall not be limited to, repair, removal, cleaning, extermination, cutting, mowing, grading, draining, securing, repairing a building or structure, boarding unoccupied buildings, barricading or fencing, removing dangerous portions of buildings or structures, and demolition of dangerous structures or abandoned buildings.

(Ord. No. 238, § 1, 2-9-2016)

8.08.050 Abatement by city after notice—Procedure; payment of costs.

A. In case of the failure of any person to correct, remove or abate a nuisance on written notice issued by the mayor or the

mayor's designee, served in the manner of an original notice, or by certified mail to the last known address of the owner, agent, lessee, occupant or other person in charge of the building or premises where the nuisance exists, and designating the time allowed for such removal, correction or abatement, the time thus allowed depending on the urgency of the case, then and at once upon such failure the mayor or the mayor's designee shall cause the nuisance to be summarily removed, corrected or abated, and the mayor or the mayor's designee, chief of police and such other officers as may be directed by the city council or mayor or the mayor's designee therefore shall have the power at all times during the daytime to enter into and upon the premises and make thorough examination thereof for the purpose of ascertaining its sanitary conditions or the existence of nuisances therein, and to do whatever may be necessary to remove, correct or abate such nuisances.

B. Whenever the owner, occupant or agent of any premises upon which any nuisance is found is unknown or cannot be found, then the nuisance may be abated without notice.

C. Emergency abatement procedure. When the mayor or the mayor's designee determines that a nuisance exists on a property and constitutes an imminent and compelling danger to health, safety, or welfare of persons or property, the mayor or the mayor's designee is authorized to abate or have abated the nuisance without prior notice and opportunity of hearing. The cost of any such emergency abatement procedure may be assessed against the property for collection in the same manner as property taxes as set forth in subsection (D) of this section. However, prior to such assessment, the city shall first provide the property owner or other responsible person an opportunity to appear and be heard as provided in section 8.[08.]060.

D. Whenever any nuisance is found on any premises and is abated under the provisions of this chapter or any other ordinance, the city officers shall report to the council a detailed statement of the costs thereof, which shall be paid in the first instance by the city, together with a description of the premises in or upon which the nuisance was found and the name of the owner or occupant of such premises, if known. The city shall either institute an action in the name of the city against the owner, tenant or other occupant of the premises for the recovery of the expenses incurred in abating such nuisance, or, if the city council so directs, the expense of abatement shall be assessed upon the premises chargeable therewith and become a lien thereon, or the city may both institute such an action and assess a lien against the property. The city clerk shall thereupon certify for taxation purposes and for purposes of the establishment of a property lien to the county treasurer all such abatement costs, together with an administrative expense of five dollars, to be collected in the same manner as a property tax.

E. Costs of abatement. Abatement costs shall include, but shall not be limited to, the cost of removing or eliminating the nuisance, the cost of investigation, such as title searches, inspection and testing, the costs of notification, filing costs and other related administrative costs and any other costs or expenses incurred by the city in the abatement of the nuisance.
(Ord. No. 238, § 1, 2-9-2016)

**8.08.060 Abatement hearing—
Decision; appeal.**

Any person ordered to abate a nuisance as provided in section 8.[08.]050 may have a hearing before the administration committee of the city council, or such other person or committee as the administration commit-

tee may designate, as to whether a nuisance exists, and what steps must be taken to abate the nuisance. A request for a hearing must be made in writing and delivered to the city clerk on or before the date stated in the notice of abatement issued by the city, or it shall be conclusively presumed that a nuisance exists and that it must be abated as ordered. Within fourteen days after the conclusion of the hearing, the administration committee or its designee shall render a written decision as to whether a nuisance exists, and shall notify the city and the appealing party of its decision by ordinary mail. If the administration committee or its designee finds that a nuisance exists, it shall include in the notification and order what steps must be taken to abate the nuisance and the time within which such steps must be taken.

(Ord. No. 238, § 1, 2-9-2016)

**8.08.070 Resisting, obstructing or
interfering with city officer.**

Any person who resists, obstructs, or otherwise interferes with any city officer who has been designated by the mayor or the mayor's designee to enter upon and inspect any premises, or to correct or abate any nuisance on such premises, shall be guilty of a municipal infraction and shall be punished as provided in Chapter 1.24 of this Code.

(Ord. No. 238, § 1, 2-9-2016)

Chapter 8.10

MOWING OF PROPERTIES

Sections:

8.10.010 Mowing of properties.

8.10.020 Exceptions.

8.10.030 Violation.

8.10.040 Notice.

8.10.050 Penalty.

8.10.010 Mowing of properties.

Any property within the City of Elk Run Heights, Iowa, whether vacated or occupied, including residential, commercial or industrial zoned districts, is required to be mowed any time the vegetation (grass, weeds, non-purposely planted trees or shrubs) reaches a height of more than eight inches during the months of May, June, July, August, September and October of each year. Vegetation reaching a height of 8 inches shall be considered a health, safety, or fire hazard. The property owner and/or occupant are also jointly and severally responsible for cutting vegetation in the abutting space between the property line and/or lot line and the curb line or edge of the traveled portion of the street right-of-way and one-half of any alleyways abutting the property.

(Ord. No. 236, § 1, 11-10-2015)

8.10.020 Exceptions.

Properties used for agricultural purposes and any state or railroad-owned property are excepted from the requirements of this ordinance; however, any agriculturally-used property that is adjacent to a city right-of-way shall not be excepted and shall adhere to this eight-inch height restriction.

(Ord. No. 236, § 1, 11-10-2015)

8.10.030 Violation.

Violation of this chapter will be determined by visual observation and measure-

ment. Vegetation exceeding eight inches in height shall constitute a violation of this chapter. When a violation has occurred, the city will send written notice by certified mail to the property owner and/or occupant informing said owner and/or occupant of the violation and the action that is to be taken.

(Ord. No. 236, § 1, 11-10-2015)

8.10.040 Notice.

The notice shall set forth that the property owner has seven days from the date of the notice to comply with this chapter by correcting the violation. The notice shall set forth the address of the property in question and shall instruct the property owner that the notice constitutes notice for the balance of the mowing season and that further action will be taken by the city to remedy the problem if it occurs again in the same property without additional written notice being given.

(Ord. No. 236, § 1, 11-10-2015)

8.10.050 Penalty.

Any property which is not mowed to the length required during the months above may be mowed by the city or its agent. All associated costs for such mowing and notification, plus a surcharge of one hundred dollars, will be charged to the property owner. Any billings for mowing done by the city or their agents are to be sent by regular mail and are payable within thirty days of the billing date. If the fees are not paid within thirty days the clerk shall certify the costs to the county treasurer and such costs shall then be collected with, and in the same manner, as general property taxes.

(Ord. No. 236, § 1, 11-10-2015)

Chapter 8.12

DUTCH ELM DISEASE

Sections:

8.12.010 Affected trees—Removal mandatory—Notice to owner.

8.12.020 Interference with enforcement unlawful.

8.12.010 Affected trees—Removal mandatory—Notice to owner.

In accordance with the Code of Iowa, any owner, occupant or person in charge of any property shall remove, at his own expense, any tree, brush, wood or debris infected with Dutch elm disease found thereon and so notified by the city clerk; such owner, occupant or person shall be given written notice by the city clerk of the city of Elk Run Heights, Iowa, to remove such tree, brush, wood or debris and destroy same by burning at a place designated by the city clerk within ten days from the date of such written notice. If such owner, occupant or person fails to comply with the notice within ten days of receipt thereof, the city council upon notice and hearing, may cause the same to be removed and the costs assessed against the property. (Ord. 128 (part), 1988; prior code § 12.30)

8.12.020 Interference with enforcement unlawful.

It is unlawful for any person to hinder, obstruct or otherwise interfere with the agents or employees of the city clerk while engaged in carrying out the provisions of Section 8.12.010 of this chapter upon order of the city council thereunder. (Prior code § 12.31)

Sample F

(Heights can be changed)

CHAPTER 53

WEEDS AND GRASS

53.01 Purpose

53.02 Definitions

53.03 Cutting Specifications and Standards of Practice

53.04 Uniform Height Specifications

53.05 Noxious Weeds

53.06 Notice to Abate

53.01 PURPOSE. The purpose of this chapter is to beautify and preserve the appearance of the City by requiring property owners and occupants to maintain grass lawns at a uniform height within the boundaries of their property and on abutting street right-of-way in order to prevent unsightly, offensive or nuisance conditions.

53.02 DEFINITIONS. For use in this chapter, the following terms are defined:

1. “Curb,” “curb line” or “curbing” means the outer boundaries of a street at the edge of that portion of the street usually traveled by vehicular traffic.
2. “Cut,” or “mow” means to mechanically maintain the growth of grass, weeds or brush at a uniform height.
3. “Owner” means a person owning private property in the City and any person occupying private property in the City.
4. “Parking” means that part of a street in the City not covered by a sidewalk and lying between the lot line or property line and the curb line; or on unpaved streets, that part of the street lying between the lot line or property line and that portion of the street usually traveled by vehicular traffic.

53.03 CUTTING SPECIFICATIONS AND STANDARDS OF PRACTICE.

1. Every owner shall cut, mow and maintain all grass, weeds and brush upon the owner’s property and adjacent to the curb line or outer boundary of any street, which includes the parking area abutting the owner’s property, to a uniform height as defined in Section 53.04.
2. Every owner shall cut, mow and maintain grass, weeds and brush adjacent to the curb line, including the parking area abutting the owner’s property, in such a manner so as to be in conformity with and at an even height with all other grass, weeds or brush growing on the remainder of the owner’s property.

53.04 UNIFORM HEIGHT SPECIFICATIONS. Grass, weeds or brush shall be cut, mowed and maintained so as not to exceed the following height specifications:

1. Developed Residential Areas — not to exceed six inches (6”).
2. Undeveloped Residential Areas — not to exceed eight inches (8”).
3. Business and Industrial Areas — not to exceed six inches (6”).
4. Agriculture Areas — not to exceed fifteen inches (15”).

Grass, weeds and brush which are allowed to grow in excess of the above specified limitations are deemed to be violations of this chapter.

53.05 NOXIOUS WEEDS.

1. Every owner shall cut and control noxious weeds upon the owner's property and adjacent to the curb line or outer boundary of any street, which includes the parking area abutting the owner's property, by cutting noxious weeds to ground level or use of herbicides to eliminate or eradicate such weeds.
2. Noxious weeds include any weed growth or plant designated as noxious by the State Department of Natural Resources rules and regulations or by the Code of Iowa.

53.06 NOTICE TO ABATE. Upon discovery of any violations of this chapter, the City may within five (5) days initiate abatement procedures as outlined in Chapter 50 of this Code of Ordinances.

Additional Options:

53.06 NOTICE. If a property owner fails to cut, mow and maintain all grass, weeds and brush or fails to cut and control noxious weeds upon the owner's property, a notice of the action of the Council to provide for cutting and mowing lawns and lots shall be served on the property owner directing said property owner to cut or mow such lawns and lots within a specified time. The notice shall be served either personally or by mailing a notice to the owner by certified mail, return receipt requested, to the last known address of the owner. The notice will set forth the address of the property in question and will instruct the landowner that this notice constitutes notice for the balance of the summer and that further action will be taken by the City to remedy the problem if it occurs again on the same property without additional written notice being given. Any property owner who violates the provisions of this chapter will be given one (1) notice per summer and the City will be authorized to respond to additional violations without additional written notice being given.

ADDITIONAL VIOLATION. Any landowner who violates this chapter will be given one notice per summer and the City will be authorized to respond to additional violations without additional written notice being given.