

Agenda  
City of Elk Run Heights  
Regular Council Meeting  
November 10, 2020 - 6:00 p.m.  
Located at Eddis Winstead Council Chambers

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Approval of the November 10, 2020 Agenda
5. 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 October 13, 2020 regular meeting minutes and October 22, 2020 special meeting minutes
  - b. City Clerk's Reports as of October 31, 2020: Budget Report, Treasurer's Report, Fund Report, Revenue and Expenditure Reports and Investment Report.
  - c. Approval of Building Inspection, PeopleService Sewer/Water and Police reports
  - d. Approval of updated Maintenance, City Clerk, and Deputy Clerk job descriptions
6. Approval of the Resolution Calendar – All items listed under the Resolution Calendar will be enacted by one vote. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.
  - a. Resolution 3035 authorizing the payment of bills and transfers
  - b. Resolution 3036 approving amended 28E agreement with the City of Raymond for Wastewater Services
  - c. Resolution 3037 approving the destruction of documents according to State of Iowa Code 372.13(5)
  - d. Resolution 3038 approving request for reimbursement from the Iowa Covid-19 Government Relief Fund
  - e. Resolution 3039 authorizing the City Clerk to sign a memorandum of understanding with Iowa Department of Administrative Services for the Offset Program which allows the City to file for unpaid water bills
7. Resolution 3040 approving the FY20 Urban Renewal Report
8. Resolution 3041 approving the FY22 TIF Certification to Black Hawk County
9. Approval of FY20 Annual Finance Report
10. Public Hearing for the City of Elk Run Heights to show intent to sell the property of 100 Toneff Drive
11. Closed session to discuss the receipt of bids for 100 Toneff Drive pursuant to Chapter 21.5 (1) (j) of the Iowa code: To discuss the purchase or sale of particular real estate only where premature disclosure could be

reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property

12. Resolution 3042 approving the disposal of and the signing of contract to dispose of 100 Toneff Drive
13. Discussion/Possible Action: Rates for extraterritorial service
14. Resolution 3043 approving the entering a contract to provide extra territorial services
15. Discussion: Ordinance 268 an ordinance amending the code of ordinances of the city of Elk Run Heights, Iowa, by amending provisions pertaining to title 10 Vehicles and Traffic, Chapter 10.04 Traffic Code, Article IX. Parking, Section 10.04.440 Residential Parking
16. Potential motion to cancel readings 2 and 3 of Ordinance 268 an ordinance amending the code of ordinances of the city of Elk Run Heights, Iowa, by amending provisions pertaining to title 10 Vehicles and Traffic, Chapter 10.04 Traffic Code, Article IX. Parking, Section 10.04.440 Residential Parking
17. Discussion/Possible action: Community Room refunds for cancelations due to Covid-19
18. Discussion/Possible action: Possible implementation of contract and new pay schedule for Building Inspector position
19. Discussion: Future position for additional maintenance position
20. Discussion: Potential funding for Black Hawk County road project on Gilbertville Road
21. 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.*
22. Mayors/Council/Engineer Reports
23. Adjournment

City of Elk Run Heights  
Regular Council Meeting  
Located at Eddis Winstead Council Chambers  
October 13, 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/Bass motion to approve the October 13, 2020 Agenda. Ayes-Five. Motion carried.

Ratchford/Bass motion to approve the October 13, 2020 Agenda. Ayes-Five. Motion carried.

a. Approve the September 8, 2020 regular meeting minutes and September 15, 2020 workshop minutes b. City Clerk's Reports as of September 30, 2020: Budget Report, Treasurer's Report, Fund Report, Revenue and Expenditure Reports c. Approval of Building Inspection, Library, Police and Sewer Department reports. Heath Draeger with PeopleService explained the Power Start report they presented the City. He went on to explain the operation and maintenance assessment report which goes over the perspective repairs that have both been accomplished and needed in the future. Draeger explained the Plaza Drive lift station has some corrosive issues due to long force sewer main before it drops. The Sutton lift station has a similar problem. Jordan Cooper with PeopleService went on to explain some of the repairs needed to the Plaza Drive lift station and received bids for the replacement propellers in an amount of \$2,400.00 each. City Clerk Julie Eastman stated she would email the council members for approval. Draeger added they would try to find someone more local to help pull the pumps when needed to prevent making an emergency call to Electric Pump whenever the pumps need pulled. Councilor Bass asked about the water valve maintenance. Draeger stated they were all exercised this year. Mayor Lundy pointed out some were repaired and asked if they were all repaired. Cooper stated he had one that will be repaired on Thursday the 15<sup>th</sup> and there are a couple additional that will be done next year. Counselor Smock stated she appreciates everything they have done, and they are doing a great job. Roll call vote: Ayes-Five.

Discussion/Possible Action: Repairs made to Gilbertville Road by Black Hawk County, costs, and proposed contribution by the City of Elk Run Heights. Cathy Nicholas with the Black Hawk County Engineers office presented the repairs that have been done to Elk Run Road and apologized for not returning before the project began for proper approval. Nicholas started by mentioning the 28E agreement with Elk Run Heights for routine maintenance. This agreement is in place for all the surrounding Cities for winter and summer road maintenance and allows for the County to make necessary repairs. A separate agreement with each City is the signed for the portion of costs of permanent improvements. Prendergast stated she would like to see a copy of this agreement. Nicholas agreed it will be emailed. Nicholas continued to explain the repairs that have been completed and went over the cost breakdown stating Elk Run Heights portion is \$47,302.26. Prendergast simplified for Council the situation stating the County completed a road project inside our jurisdiction without a contract and now they are hoping an agreement can be made for the payment of our portion. The City has an option to not pay anything but with the idea of continuing a good working relationship it would be wise to consider paying the City's portion. Due to the financial aspect of this not being budgeted for, the City may be able to request some payment options with the County. Council reflected on the fact that Nicholas had approached them in March of 2019 and they had intended on paying for this project at that time and were only waiting to be notified of the plans and provided with a contract. Councilor Wilson stated he would like the City Engineer Mike Dryden to view plans and specifications. Dryden reviewed the information provided and agreed with the methods used in the work performed. Dryden asked Nicholas if it would be possible to push back the payment date. Nicholas responded yes. Prendergast recommended the County draft a contract and specify the turns of repayment. Council agreed to find a way to pay our portion of the repairs. Councilor Smock stated we would need time to look at the budget and decipher a timeline for repayment.

Discussion: 100 Birdland Drive to hook up to City sewer services. City Attorney Heather Prendergast summarized and stated this is a request from someone outside of city limits wanting to hook up to Elk Run Heights sewer lines due to the Department of Natural Resources not allowing them to replace their existing septic tank. Per Iowa Code we have the ability to provide services outside the city limits by contract; the theory being figure out the cost and make it beneficial to our tax paying individuals. Prendergast stated this is not an easily calculated amount due to the variables involved. There also could be a risk that once you start allowing this there is greater the chance of additional requests, so by choosing this the City is committing to several individuals not just one. Prendergast went on to talk about the possible costs associated with adding hook-ups through out the Ray-mar area and the unknowns related with that. Councilor Ratchford pointed out that the City is not obligated to pay any

portions of the costs incurred for someone outside of the city limits to hook into our sewer system. He then questioned whether this could alter the new sewer plant that is currently in design phase. Prendergast agreed, the additional houses in Ray-mar were not factored into the analysis of the size of current design of the wastewater treatment plant. Mayor Lundy stated there was growth included. It was then noted there is not access to what the population of Ray-mar currently is, which is another unknown factor.

Heath Draeger with PeopleService reiterated what had been stated regarding the property owners paying to have the lines hooked up; and additionally acknowledged it could be difficult for some areas of Ray-mar to run the lines to the existing sewer pipe location. There could possibly be a cost associated to the City if it were decided to run more mains throughout the area. Prendergast added there could be benefits to running mains to the entire group but stated there could also be a huge downside, but we do not have any way of knowing the possible costs. Ratchford stated if we were to run sewer lines the initial investment would be huge, and it would take a long time to get those costs back. City Engineer Mike Dryden stated this would be a perfect opportunity to use an assessment project. Councilor Bass commented perhaps the property owners in Ray-mar would want to annex with Elk Run Heights and we would then be required to provide them services, and if that happened would it be possible to make that a Tax Increment Finance (TIF) District to pay back the cost of adding the infrastructure. Prendergast stated there were several topics within that question. She responded affirming annexation could be a possibility, but we have no way of knowing if it would be beneficial as of this date. That would be a political decision and recommends vesting into that knowledge before making that choice. Continuing Prendergast stated TIF can be used for projects and in theory the incremental revenue you get back pays for the projects, it is usually used for revitalization plans or new home builds. There would need to be more information before knowing if that is something that can be done in this type of situation. Bass added it could be a resolution to the problem if we needed to look at it from a larger scale rather than one or two houses hooking up to the sewer main. The daughter of the owner of 100 Birdland added the circumstances faced by her parents do not apply to everyone in Ray-mar; stating some property owners have enough land to rectify the situation when it arises for them. So not everyone will be in need to hook up to Elk Run Heights sewer. Prendergast stated that means a voluntary annexation may not apply if this situation as first assumed. And with the possibility of it being random houses throughout Ray-mar it would be even more discouraged. Lundy pointed out if they are willing to pay all the costs, she did not see why it would be a problem. Councilor Smock asked Dryden if the City would incur any costs. Dryden responded no. Prendergast stated by state code we would need to enter into a contract with each individual property owner, and would want the contract to be devised and constructed with the intent of multiple people coming forward with the same request. Mayor Lundy advised this is done in the City of Waterloo and we could contact them for a sample copy of an agreement. Council agreed with this and conceded with 100 Birdland Drive hooking up to our sewer.

Ratchford/Wilson to approve resolution 3032 authorizing the payment of bills and transfers. Roll call vote: Ayes-Five.

Ratchford/Bass to approve resolution 3033 approving the City of Elk Run Heights Audit Committee Policy. Council discussed the possibility of changing the appointment terms to 2 years but decided to leave as is. Roll call vote: Ayes-Five.

Ordinance 268 an ordinance amending the code of ordinances of the city of Elk Run Heights, Iowa, by amending provisions pertaining to title 10 Vehicles and Traffic, Chapter 10.04 Traffic Code, Article IX. Parking, Section 10.04.440 Residential Parking. Councilor Bass questioned the wording on section 9 exceptions, wanting to know how it will be enforced. It was agreed to have City Attorney Heather Prendergast revise the section to be more specific. Ratchford/Wilson motion to approve the first reading of Ordinance 268 with proposed changes to ensure the grandfather provisions applies to driveways only. Roll call vote: Aye-Four. Nay-Bass. Motion carried.

Motion failed, to suspend the rules requiring the 2nd and 3rd reading and place on file final adoption of Ordinance 268. Motion failed, to adopt Ordinance 268. Motion failed, to post Ordinance 268 instead of publishing as allowed per Chapter 1.16.020, Public posting in lieu of publication.

Ratchford/Smock to approve request from City Clerk to renew health insurance with Wellmark and sign said documents. City Clerk Eastman stated there was an increase in the plan of 10.39%. Councilor Smock indicated she had requested the Clerk investigate other providers for comparison. Eastman responded there are no other options or providers who would cover a group of two. Eastman also requested to renew with a new dental plan that includes orthodontics. Councilor Ratchford asked how much of an increase this would be. Eastman answered possibly a couple hundred dollars for the year at the most. Councilor Ratchford asked if this is something that can be switched back to the cheaper of the plans once it is no longer needed. Eastman answered yes. Ayes-Five. Motion carried.

Ratchford/Bass to approve request from Street Maintenance Superintendent to have Aspro, Inc. repair parts of Dubuque Road in the existing concrete roadway at 5 locations for an amount not to exceed \$1,250.00. Ayes-Five. Motion carried.

Ratchford/Smock to approve request from Street Maintenance Superintendent to have Aspro, Inc. repair the intersection of Amber Lane and Shirley Drive by putting 4” of asphalt patch in an amount not to exceed \$910.00. Ayes-Five. Motion carried.

Ratchford/Sallis to approve request from Street Maintenance Superintendent to have Frickson Bros. Excavating to grade the shoulder of Dubuque Road in an amount not to exceed \$1,500.00. Councilor Ratchford explained this is necessary and our equipment is not equipped to handle this type of job. Ayes-Five. Motion carried.

Smock/Ratchford to approve request from City Clerk to purchase a better-quality camera with clearer zooming capabilities for the camera at the rear of the building from Electronic Engineering in an amount not to exceed \$1,209.95. City Clerk Eastman explained the new camera will be able to read license plates. Ayes-Five. Motion carried.

Discussion: Possible date to begin sump pump inspections. City Clerk Eastman stated she had spoke with the Building Inspector and they had begun inspections again in Evansdale. It was acknowledged this has a time restraint and needs done as soon as possible and agreed to start moving forward on this again. Councilor Smock asked if we should make it a requirement to wear personal protective equipment while doing these inspections. Council agreed any City employee should be wearing a mask anytime they enter a resident’s home.

Review of City Ordinance. a. A Standard Penalty section will be established in Chapter 1. 1.14 STANDARD PENALTY. Unless another penalty is expressly provided by this Code of Ordinances for violation of any particular provision, section, or chapter, any person failing to perform a duty required by this Code of Ordinances or otherwise violating any provision of this Code of Ordinances or any rule or regulation adopted herein by reference shall, upon conviction, be subject to a fine of at least \$65.00 but not to exceed \$625.00. The court may order imprisonment not to exceed 30 days in lieu of a fine or in addition to a fine. (Code of Iowa, Sec. 364.3[2] and 903.1[1a]) City Attorney Prendergast recommended removing the imprisonment portion stating most city’s have taken this section out as well. Council agreed. Ayes-Five. Motion carried.

Public discussion: Police Chief Dean stated the City of Evansdale has now implemented a GPS system into their City vehicles. With that they are now able to provide a spreadsheet showing the number of hours and miles spent the Evansdale Police are patrolling inside Elk Run Heights city limits.

Mayors/Council/Engineer Reports. Mayor Lundy reminded everyone of the dog walk coming up. Lundy then asked everyone to look at their calendars and pick a date to do a joint council meeting with Raymond to go over the final plans and specifications for the new sewer plant. Everyone agreed November 2<sup>nd</sup> or 9<sup>th</sup> would work and advised the Clerk to set things up. Councilor Bass asked why the culvert at Gilbertville Road and Elk Run Street had not been fixed yet. Lundy stated she would talk to the Street Maintenance Superintendent Thomas James and get that taken care of. Mike Dryden informed Council his firm was purchased by Willett Hoffman and Associates.

Ratchford/Bass to adjourn at 7:41 p.m. Ayes-Five. Motion carried.

Attest:

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Kristi Lundy, Mayor

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Julie Eastman, City Clerk

City of Elk Run Heights  
Special Meeting  
October 22, 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 to approve of the October 22, 2020 Agenda. Ayes-Five. Motion Carried.

Ratchford/Bass to approve of Consent Agenda. Liquor License Ownership Change: Road Ranger #144 – BC0028454. Liquor License Renewal Road Ranger #144 – BC0028454. Roll call vote: Ayes-Five.

Ratchford/Smock to approve Resolution 3034 showing intent to sell the property of 100 Toneff Drive and setting the date of public hearing for November 10, 2020. Roll call vote: Ayes-Five.

Mayor Lundy accepted and reviewed bids for the sale of property located at 100 Toneff Drive. The first bid received is from Ron Dillavou and Brandon Kotz of Kotz Construction. The second bid received is from Jerry Makedouski from Evansdale, IA. The third bid received is from Kirvan Enterprises LLC of Altoona, IA.

Ratchford/Smock to approve request to purchase 2 propellers for the Plaza Drive lift station from Quality Pump (QP) in an amount not to exceed \$5,061.90. Mayor Lundy pointed out this is a follow up from last meeting and stated this is \$1,000.00 cheaper than Electric Pumps quote. She stated that Jordan Cooper with PeopleService recommended going with QP. Councilor Bass pointed out the portion where it states that freight is to be determined. It was then discussed that Quality Pump will already be on site work, which could be why the freight states this. Ayes-Five. Motion carried.

Wilson/Ratchford to approve request from PeopleService to have Frickson Brothers Excavating repair the watermain and culvert at the intersection of Gilbertville Road and Elk Run Street in an amount not to exceed \$5,280.00. Councilor Bass asked if this has been repaired before. Mayor Lundy said hopefully it will be the last time because it seems like it is being repaired every year. She stated they would extend the culvert while there and clean it up. Bass shows concern because it seems the city has been paying for this culvert almost every year. Lundy stated that Jordan with PeopleService, said it will get done right this time. Smock said that is good to hear because she feels that the City can count on him to mean that when he says it. Ayes-Five. Motion carried.

Ratchford/Wilson to approve request to have B and B Builders and Supply replace 6 concrete panels at the Gilbertville Road and Plaza Drive intersection in an amount not to exceed \$17,400.00. Mayor Lundy pointed out that the quote from Aspro is at \$27,000.00 ending in a 10,000.00-dollar difference. Councilor Bass questioned the whereabouts of this area and it was confirmed to be located on the east side of Plaza Drive. Councilor Ratchford questions the quotes stating they are not apples to apples because B and B is for replacing concrete and Aspros quote is for overlay. Councilor Smock questioned the square footage. It was determined that Aspro has much higher square footage because of the overlay. Lundy pointed out that the city would be doing this to help the City of Evansdale, the one who does the snow removal on Plaza Drive. Smock and Bass expressed concern about the Road Use Fund. Lundy stated there was \$50,000 budgeted at the beginning of the year so the City Clerk will look at paying \$20,000 this year and budget \$20,000 for next fiscal year. Ayes-Five. Motion carried.

Ratchford/Bass to adjourn at 6:17 p.m. Ayes-Five. Motion carried.

Attest:

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Kristi Lundy, Mayor

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Sarah Peverill, Deputy City Clerk

BUDGET REPORT  
CALENDAR 10/2020, FISCAL 4/2021

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
001-110-6413	EVANSDALE POLICE DEPARTMENT	48,123.00	12,030.75	24,061.50	50.00	24,061.50
001-130-6413	BH CO EMERGENCY MGMT/NIRG	2,200.00	.00	2,075.65	94.35	124.35
001-150-6499	FIRE CONTRACT	39,000.00	9,444.24	18,888.48	48.43	20,111.52
001-170-6010	WAGES - BUILDING INSPECTOR	12,750.00	477.92	7,995.25	62.71	4,754.75
001-170-6110	FICA - BUILDING INSPECTIONS	975.00	36.56	611.63	62.73	363.37
001-170-6130	IPERS - BUILDING INSPECTIONS	1,210.00	45.12	754.75	62.38	455.25
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
001-170-6160	WORKER'S COMP	.00	.00	.00	.00	.00
001-170-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00	.00
001-190-6413	HUMANE SOCIETY	.00	.00	.00	.00	.00
001-190-6499	OTHER CONTRACTUAL SERV	2,284.00	.00	.00	.00	2,284.00
001-190-6507	OPERATING SUPPLIES	75.00	.00	.00	.00	75.00
001-199-6371	SENTRY LIGHTS	1,300.00	111.00	559.09	43.01	740.91
001-299-6710	CAP OUTLAY - VEHICLES	.00	.00	.00	.00	.00
001-410-6413	LIBRARY CONTRACT	11,420.00	2,664.04	5,328.09	46.66	6,091.91
001-430-6010	WAGES - PARKS - FT	14,500.00	1,215.21	5,468.41	37.71	9,031.59
001-430-6020	WAGES - PARKS	.00	.00	.00	.00	.00
001-430-6021	WAGES - PARKS - PT	4,200.00	.00	987.48	23.51	3,212.52
001-430-6110	FICA - PARKS	1,430.00	90.82	463.23	32.39	966.77
001-430-6130	IPERS - PARKS	1,800.00	114.72	582.21	32.35	1,217.79
001-430-6150	GROUP INSURANCE	4,200.00	356.01	1,729.19	41.17	2,470.81
001-430-6151	VISION INSURANCE	35.00	.00	21.96	62.74	13.04
001-430-6155	LIFE INSURANCE	100.00	.00	8.63	8.63	91.37
001-430-6160	WORKER'S COMP	.00	.00	.00	.00	.00
001-430-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00	.00
001-430-6310	BLDNG/GROUNDS MAINT & REPAIR	.00	.00	475.00	.00	475.00-
001-430-6331	FUEL AND OIL	.00	.00	.00	.00	.00
001-430-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00	.00
001-430-6505	PARK EQUIPMENT	.00	.00	.00	.00	.00
001-430-6507	OPERATING SUPPLIES	5,000.00	.00	199.44	3.99	4,800.56
001-430-6599	OTHER SUPPLIES	.00	.00	.00	.00	.00
001-460-6310	COMM RM REPAIR/MAINT	2,100.00	215.35	568.83	27.09	1,531.17
001-499-6599	MISC EXPENSE - CELEBRATION	5,000.00	.00	15.01	.30	4,984.99
001-510-6413	PARTNER IN EDUCATION	500.00	.00	.00	.00	500.00
001-510-6490	CHRISTMAS DECORATIONS	1,500.00	.00	.00	.00	1,500.00
001-510-6599	TREES FOREVER	.00	.00	.00	.00	.00
001-540-6490	COMP PLAN	.00	.00	.00	.00	.00
001-610-6010	WAGES - MAYOR/COUNCIL	10,200.00	.00	1,250.00	12.25	8,950.00
001-610-6110	FICA - MAYOR/COUNCIL	790.00	.00	18.13	2.29	771.87
001-610-6130	IPERS - MAYOR/COUNCIL	472.00	.00	118.00	25.00	354.00
001-610-6150	GROUP INSURANCE	.00	.00	.00	.00	.00
001-610-6151	VISION INSURANCE	.00	.00	.00	.00	.00
001-610-6160	WORKER'S COMP	.00	.00	.00	.00	.00
001-610-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00	.00
001-610-6373	TELEPHONE/COMMUNICATIONS	.00	80.00	80.00	.00	80.00-
001-620-6010	WAGES - CLERK	40,860.00	2,656.13	13,905.58	34.03	26,954.42
001-620-6020	WAGES - DEPUTY CLERK	8,000.00	807.45	2,866.46	35.83	5,133.54
001-620-6110	FICA - CLERK	3,750.00	367.30	1,427.48	38.07	2,322.52
001-620-6130	IPERS - CLERK	4,620.00	453.24	1,761.46	38.13	2,858.54

**PCT OF FISCAL YTD 33.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
001-620-6150	GROUP INSURANCE	15,000.00	.00	1,081.10	7.21	13,918.90
001-620-6151	VISION INSURANCE	150.00	.00	127.20	84.80	22.80
001-620-6160	WORKER'S COMP	.00	.00	.00	.00	.00
001-620-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00	.00
001-620-6230	TRAINING	.00	175.00	175.00	.00	175.00-
001-620-6240	TRAVEL EXPENSE	.00	.00	195.50	.00	195.50-
001-620-6373	TELEPHONE/COMMUNICATIONS	.00	80.00	80.00	.00	80.00-
001-620-6507	OPERATING SUPPLIES	.00	.00	128.39	.00	128.39-
001-630-6413	ELECTION EXPENSES	.00	.00	.00	.00	.00
001-640-6401	AUDITING/ACCOUNTING	17,000.00	.00	.00	.00	17,000.00
001-640-6411	LEGAL - ATTORNEY	15,000.00	2,904.91	7,227.16	48.18	7,772.84
001-640-6414	CODIFICATION	4,500.00	.00	.00	.00	4,500.00
001-650-6310	BUILDING REPAIR/MAINT	2,700.00	.00	314.44	11.65	2,385.56
001-650-6505	OFFICE EQUIPMENT	.00	.00	.00	.00	.00
001-650-6507	OPERATING SUPPLIES	.00	.00	.00	.00	.00
001-660-6408	INSURANCE	15,000.00	.00	.00	.00	15,000.00
001-699-6010	WAGES - GENERAL GOV - FT	2,040.00	173.59	781.19	38.29	1,258.81
001-699-6110	FICA - GENERAL GOVERNMENT	184.00	12.97	58.52	31.80	125.48
001-699-6130	IPERS - GENERAL GOVERNMENT	230.00	16.38	73.71	32.05	156.29
001-699-6150	GROUP INSURANCE	10,800.00	914.78	4,528.43	41.93	6,271.57
001-699-6151	VISION INSURANCE	5.00	.00	3.18	63.60	1.82
001-699-6155	LIFE INSURANCE	50.00	.00	51.49	102.98	1.49-
001-699-6210	DUES	2,000.00	.00	2,069.67	103.48	69.67-
001-699-6230	TRAINING	3,000.00	.00	897.00	29.90	2,103.00
001-699-6240	MEETINGS/CONFERENCES	2,500.00	.00	.00	.00	2,500.00
001-699-6371	UTILITIES	2,200.00	188.43	1,064.48	48.39	1,135.52
001-699-6373	TELEPHONE/COMMUNICATIONS	1,200.00	16.04	350.32	29.19	849.68
001-699-6407	ENGINEERING (MONTHLY PAYMENT)	900.00	.00	750.00	83.33	150.00
001-699-6414	PUBLISHING	2,500.00	277.65	1,062.27	42.49	1,437.73
001-699-6419	TECHNOLOGY SERVICES	10,000.00	60.00	6,300.00	63.00	3,700.00
001-699-6491	SAFETY TRAINING	600.00	.00	.00	.00	600.00
001-699-6499	CONTRACTUAL SERV (COPIER)	1,200.00	45.20	414.76	34.56	785.24
001-699-6505	OTHER EQUIPMENT	.00	.00	.00	.00	.00
001-699-6506	OFFICE SUPPLIES	2,000.00	339.70	602.11	30.11	1,397.89
001-699-6508	POSTAGE	1,000.00	20.85	429.90	42.99	570.10
001-699-6599	MISC SUPPLIES	5,000.00	5.35	299.31	5.99	4,700.69
001-699-6725	CAP OUTLAY-OFFICE EQUIP	.00	.00	.00	.00	.00
001-910-6910	TRANSFER OUT	185,250.00	.00	.00	.00	185,250.00
001-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
005-210-6723	CAP OUTLAY-HEAVY EQUIP	.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	27,000.00	2,178.21	9,128.96	33.81	17,871.04
110-210-6020	WAGES - ROAD USE	.00	.00	.00	.00	.00
110-210-6030	WAGES - ROAD USE - PT	6,000.00	.00	664.92	11.08	5,335.08
110-210-6110	FICA - ROAD USE	2,525.00	155.70	731.28	28.96	1,793.72
110-210-6130	IPERS - ROAD USE	3,115.00	196.66	920.50	29.55	2,194.50
110-210-6150	GROUP INSURANCE	7,500.00	610.30	3,000.64	40.01	4,499.36
110-210-6151	VISION INSURANCE	60.00	.00	37.68	62.80	22.32
110-210-6155	LIFE INSURANCE	.00	.00	14.79	.00	14.79-
110-210-6160	WORKER'S COMP	.00	.00	.00	.00	.00

**BUDGET REPORT**  
**CALENDAR 10/2020, FISCAL 4/2021**

**PCT OF FISCAL YTD 33.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
110-210-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00	.00
110-210-6181	UNIFORM ALLOWANCE	300.00	.00	89.88	29.96	210.12
110-210-6310	BUILDING REPAIR/MAINT	5,000.00	.00	565.00	11.30	4,435.00
110-210-6331	FUEL & OIL	4,000.00	217.41	1,025.39	25.63	2,974.61
110-210-6332	VEHICLE REPAIRS	5,000.00	.00	20.24	.40	4,979.76
110-210-6371	UTILITIES	1,700.00	59.79	289.16	17.01	1,410.84
110-210-6373	TELEPHONE/COMMUNICATIONS	480.00	80.00	160.00	33.33	320.00
110-210-6375	EQUIPMENT SUPPORT	15,600.00	269.58	15,869.58	101.73	269.58-
110-210-6407	ENGINEERING	.00	192.60	192.60	.00	192.60-
110-210-6408	INSURANCE	4,000.00	.00	.00	.00	4,000.00
110-210-6417	STREET MAINTENANCE - REPAIRS	10,000.00	.00	.00	.00	10,000.00
110-210-6491	SAFETY TRAINING	1,000.00	.00	.00	.00	1,000.00
110-210-6504	SHOP EQUIPMENT	1,000.00	.00	.00	.00	1,000.00
110-210-6507	STREET MAINTENANCE SUPPLIES	10,000.00	5,166.79	6,270.08	62.70	3,729.92
110-210-6511	NEW POSTS / SIGNS	.00	.00	.00	.00	.00
110-210-6512	REPLACEMENT POSTS / SIGNS	.00	.00	.00	.00	.00
110-210-6599	MISCELLANEOUS SUPPLIES	100.00	.00	85.92	85.92	14.08
110-230-6371	STREET LIGHTS	11,000.00	945.92	4,720.68	42.92	6,279.32
110-240-6371	TRAFFIC SIGNAL	450.00	72.30	339.12	75.36	110.88
110-240-6413	WATERLOO MONTHLY TRAFFIC CONTR	2,800.00	.00	118.11	4.22	2,681.89
110-250-6332	SNOW PLOW REPAIR	1,000.00	.00	.00	.00	1,000.00
110-250-6489	OTHER CONTRACTUAL SRV	.00	130.00	130.00	.00	130.00-
110-250-6507	SNOW REMOVAL SUPPLIES	10,000.00	2,659.00	2,659.00	26.59	7,341.00
110-260-6407	ENGINEERING	10,000.00	.00	627.50	6.28	9,372.50
110-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
110-910-6911	TRANSFER OUT - TIF	.00	.00	.00	.00	.00
110-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
121-910-6910	TRANSFER OUT	140,000.00	.00	.00	.00	140,000.00
121-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
125-910-6911	TRANSFER OUT - TIF	34,856.00	.00	.00	.00	34,856.00
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	.00	.00	.00	.00	.00
300-210-6499	STREET CONTRACTUAL SERV	50,000.00	.00	.00	.00	50,000.00
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

**BUDGET REPORT**  
**CALENDAR 10/2020, FISCAL 4/2021**

**PCT OF FISCAL YTD 33.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
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	.00	.00	.00	.00	.00
305-750-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00	.00
305-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
305-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
306-430-6407	ENGINEERING	20,000.00	.00	1,615.64	8.08	18,384.36
306-430-6411	LEGAL	.00	.00	.00	.00	.00
306-430-6499	OTHER CONTRACTUAL SERV	618,000.00	6,334.79	6,334.79	1.03	611,665.21
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
307-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
307-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
600-610-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00	.00
600-810-6010	WAGES - WATER - FT	.00	44.64-	9.55-	.00	9.55
600-810-6011	WAGES - WATER - CLERK	2,270.00	221.87	572.80	25.23	1,697.20
600-810-6020	WAGES - WATER	.00	.00	.00	.00	.00
600-810-6021	WAGES - WATER - PT	8,000.00	807.45	2,866.45	35.83	5,133.55
600-810-6022	WAGES - WATER	.00	.00	577.20	.00	577.20-
600-810-6110	FICA - WATER	800.00	78.74	283.74	35.47	516.26
600-810-6130	IPERS - WATER	1,000.00	97.17	350.14	35.01	649.86
600-810-6150	GROUP INSURANCE	800.00	45.47	523.73	65.47	276.27
600-810-6151	VISION INSURANCE	25.00	.00	6.72	26.88	18.28
600-810-6155	LIFE INSURANCE	60.00	.00	2.64	4.40	57.36
600-810-6160	WORKER'S COMP	.00	.00	.00	.00	.00
600-810-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00	.00
600-810-6230	TRAINING	.00	.00	.00	.00	.00
600-810-6332	VEHICLE REPAIRS	.00	.00	.00	.00	.00
600-810-6350	REPAIR MAINT - WATER MAIN	10,000.00	.00	6,665.51	66.66	3,334.49
600-810-6373	TELEPHONE/COMMUNICATIONS	600.00	.00	126.16	21.03	473.84
600-810-6375	EQUIPMENT SUPPORT	2,500.00	.00	.00	.00	2,500.00
600-810-6413	WATER - WATERLOO	61,000.00	4,816.82	27,375.96	44.88	33,624.04
600-810-6418	SALES TAX EXPENSE	7,500.00	2,030.00	3,941.00	52.55	3,559.00
600-810-6419	TECH SERVICES - ANNUAL SUPPORT	2,150.00	.00	.00	.00	2,150.00
600-810-6489	OTHER CONTRACTUAL SRV	.00	.00	.00	.00	.00
600-810-6490	OTHER PROFESSIONAL SERVICES	28,180.00	2,355.75	9,413.55	33.41	18,766.45
600-810-6497	BANK SERVICE CHGS	.00	10.70	10.70	.00	10.70-
600-810-6498	DEPOSIT REFUNDS - WATER	1,000.00	148.56	148.56	14.86	851.44

**PCT OF FISCAL YTD 33.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
600-810-6499	TESTS/PERMITS	.00	.00	337.57	.00	337.57-
600-810-6505	WT METERS/WT EQUIPMENT	2,000.00	.00	922.36	46.12	1,077.64
600-810-6506	OFFICE SUPPLIES	300.00	.00	.00	.00	300.00
600-810-6508	POSTAGE	200.00	.00	60.53	30.27	139.47
600-810-6599	OTHER SUPPLIES	.00	.00	.00	.00	.00
600-810-6727	CAPITAL EQUIPMENT	.00	.00	.00	.00	.00
600-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
600-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
601-810-6599	MISC SUPPLIES	.00	.00	.00	.00	.00
601-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
601-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
610-815-6010	WAGES - SEWER	.00	4.54-	4,613.06	.00	4,613.06-
610-815-6011	WAGES - SEWER - CLERK	.00	221.87	221.87	.00	221.87-
610-815-6020	WAGES - SEWER	.00	.00	.00	.00	.00
610-815-6030	WAGES - SEWER	.00	.00	.00	.00	.00
610-815-6110	FICA - SEWER	.00	16.96	16.96	.00	16.96-
610-815-6130	IPERS - SEWER	.00	20.94	20.94	.00	20.94-
610-815-6150	GROUP INSURANCE	.00	.00	96.33	.00	96.33-
610-815-6151	VISION INSURANCE	.00	.00	.00	.00	.00
610-815-6155	LIFE INSURANCE	.00	.00	.00	.00	.00
610-815-6160	WORKER'S COMP	.00	.00	.00	.00	.00
610-815-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00	.00
610-815-6181	UNIFORM ALLOWANCE	.00	.00	.00	.00	.00
610-815-6230	TRAINING	.00	.00	.00	.00	.00
610-815-6320	LIFT STATION EXPENSE	30,000.00	9,834.25	11,987.03	39.96	18,012.97
610-815-6331	FUEL	.00	.00	.00	.00	.00
610-815-6332	VEHICLE REPAIRS	.00	.00	.00	.00	.00
610-815-6350	PLANT REPAIR/MAINTENANCE	5,000.00	.00	827.48	16.55	4,172.52
610-815-6370	UTILITIES - LIFT STATION	4,000.00	276.64	2,172.53	54.31	1,827.47
610-815-6371	UTILITIES - PLANT	12,500.00	813.37	5,654.37	45.23	6,845.63
610-815-6373	TELEPHONE/COMMUNICATIONS	.00	.00	.00	.00	.00
610-815-6399	SEWER LINE REPAIR/MAINTENANCE	10,000.00	.00	.00	.00	10,000.00
610-815-6407	ENGINEERING/WWTP PROJECT	.00	.00	.00	.00	.00
610-815-6408	INSURANCE	3,000.00	.00	.00	.00	3,000.00
610-815-6413	LUMP SUM APPROPRIATIONS	.00	.00	.00	.00	.00
610-815-6418	SALES TAX EXPENSE	.00	.00	.00	.00	.00
610-815-6490	IOWA ONE CALL	150.00	15.75	53.55	35.70	96.45
610-815-6491	SAFETY TRAINING	.00	.00	.00	.00	.00
610-815-6493	SLUDGE HAULING	15,000.00	.00	.00	.00	15,000.00
610-815-6494	PLANT CONTRACTED SERVICES	.00	.00	.00	.00	.00
610-815-6498	DEPOSIT REFUNDS - SEWER	1,000.00	25.61	25.61	2.56	974.39
610-815-6499	PEOPLESERVICES/CONTRACTUAL SRV	112,320.00	9,360.00	37,440.00	33.33	74,880.00
610-815-6501	TESTS/PERMITS	.00	.00	.00	.00	.00
610-815-6505	OFFICE EQUIPMENT	.00	.00	.00	.00	.00
610-815-6506	OFFICE SUPPLIES	.00	.00	.00	.00	.00
610-815-6507	OPERATING SPPLY/PEOPLESERVICE	15,000.00	.00	.00	.00	15,000.00
610-815-6508	POSTAGE	300.00	.00	60.53	20.18	239.47
610-815-6510	SAFETY SUPPLIES	.00	.00	.00	.00	.00
610-815-6599	MISC SUPPLIES	.00	.00	.00	.00	.00
610-815-6727	CAPITAL EQUIPMENT	.00	.00	.00	.00	.00
610-815-6780	CAP OUTLAY-UTIL SYS/STRCT	.00	.00	.00	.00	.00

**BUDGET REPORT**  
**CALENDAR 10/2020, FISCAL 4/2021**

**PCT OF FISCAL YTD 33.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
610-910-6910	TRANSFER OUT	59,000.00	.00	.00	.00	59,000.00
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	248,750.00	100.00	100.00	.04	248,650.00
613-815-6499	OTHER CONTRACTUAL SERV	.00	.00	2,000.00	.00	2,000.00-
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	62,000.00	5,257.18	25,609.44	41.31	36,390.56
670-840-6492	RECYCLING EXPENSE	6,500.00	292.48	2,123.52	32.67	4,376.48
670-840-6498	DEPOSIT REFUNDS - GARBAGE	700.00	.00	.00	.00	700.00
670-840-6508	POSTAGE	.00	.00	6.73	.00	6.73-
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	22.66	22.66	22.66	77.34
671-840-6508	POSTAGE	.00	.00	6.73	.00	6.73-
671-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
671-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DIFFERENCE	2,248,994.00	92,486.82	326,532.64	14.52	1,922,461.36
		=====	=====	=====	=====	=====
		=====	=====	=====	=====	=====
	PROOF	2,248,994.00	92,486.82	326,532.64	14.52	1,922,461.36
		=====	=====	=====	=====	=====

**TREASURER'S REPORT**  
**CALENDAR 10/2020, FISCAL 4/2021**

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	272,633.93	149,321.35	36,396.71	987.15-	384,571.42
005 VEHICLE REPLACEMENT	10,631.98	.00	.00	.00	10,631.98
110 ROAD USE TAX	135,509.93	9,660.00	12,934.26	236.03	132,471.70
121 LOCAL OPTION SALES TAX	187,931.30	12,376.03	.00	.00	200,307.33
125 TAX INCREMENT FINANCING	18,270.19	15,171.58	.00	.00	33,441.77
200 DEBT SERVICE	.00	.00	.00	.00	.00
300 CAPITAL IMPROVEMENT RES	98,346.55	.00	.00	.00	98,346.55
301 RAYMOND ROAD TRAILER CR	22,389.23	.00	.00	.00	22,389.23
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	.00	.00	.00	.00	.00
306 MAYORS PARK IMPROVEMENT	85,341.20	.00	6,334.79	.00	79,006.41
307 LAFAYETTE/GVILLE RD REC	.00	.00	.00	.00	.00
600 WATER	88,901.89	33,050.31	10,567.89	9.14-	111,375.17
601 WATER DEPRECIATION	73,950.63	111.80	.00	.00	74,062.43
610 SEWER	6,372.46	33,293.35	20,580.85	8.45	19,093.41
611 SEWER REPLACEMENT	199,536.17	126.21	.00	.00	199,662.38
612 SEWER DEPRECIATION	36,259.77	.00	.00	.00	36,259.77
613 WASTE WTR PLANT PROJECT	753,440.29	21,526.63	100.00	.00	774,866.92
670 LANDFILL/GARBAGE	10,076.73-	19,641.66	5,549.66	.00	4,015.27
671 YARD WASTE	4,875.70	677.46	22.66	.00	5,530.50
Report Total	1,990,633.49	294,956.38	92,486.82	751.81-	2,192,351.24

FUND GL	BANK NAME	AUGUST CASH BALANCE	SEPTEMBER RECEIPTS	SEPTEMBER DISBURSMENTS	SEPTEMBER CASH BALANCE	INVOICES PAID	BANK BALANCE	2021 BUDGET	YTD BILLS	BUDGET REMAINING
FIRST SECURITY STATE BANK										
001	CHECKING - GENERAL	272,633.93	164,698.19	52,760.70	384,571.42	30,056.28		530,403.00	123,734.74	406,668.26
005	CHECKING - EQUIPMENT REPLACE	12,151.35-	0.00	0.00	12,151.35-					
110	CHECKING - ROAD USE	135,509.93	10,174.29	13,212.52	132,471.70	10,451.65		139,630.00	53,894.40	85,735.60
121	CHECKING - LOCAL OPTION	187,931.30	12,376.03	0.00	200,307.33			140,000.00		140,000.00
125	CHECKING - TIF	18,270.19	15,171.58	0.00	33,441.77			34,856.00		34,856.00
200	CHECKING - DEBT SERVICE	0.00	0.00	0.00	0.00					
300	CHECKING - CAPITAL IMPROVEMENT	98,346.55	0.00	0.00	98,346.55			50,000.00		50,000.00
301	CHECKING - CAP PRJ-TRAILER CT	22,389.23	0.00	0.00	22,389.23					
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	0.00	0.00	0.00	0.00					
306	CHECKING	85,341.20	0.00	6,334.79	79,006.41	6,334.79		638,000.00	7,950.43	630,049.57
307	CHECKING	0.00	0.00	0.00	0.00					
600	CHECKING - WATER	88,901.89	35,294.75	12,821.47	111,375.17	7,218.04		128,385.00	59,173.94	69,211.06
601	CHECKING - WATER DEPRECIATION	49,373.01-	0.00	0.00	49,373.01-					
610	CHECKING - SEWER	3,872.46	33,446.25	20,725.30	16,593.41	20,300.01		267,270.00	83,199.08	184,070.92
611	CHECKING - SEWER REPLACEMENT	76,263.99	0.00	0.00	76,263.99					
612	CHECKING - SEWER DEPRECIATION	26,491.33	0.00	0.00	26,491.33					
613	CHECKING - WW PLANT PROJECT	392,457.96	21,626.63	200.00	413,884.59	100.00		248,750.00	2,100.00	246,650.00
670	CHECKING - SOLID WASTE	21,409.78-	19,713.63	5,621.63	7,317.78-	5,549.66		69,200.00	27,739.69	41,460.31
671	CHECKING - YARD WASTE	4,875.70	680.61	25.81	5,530.50			2,500.00	2,429.39	70.61
	FIRST SECURITY STATE BANK TOTA	1,336,670.52	313,181.96	111,702.22	1,538,150.26	80,010.43	1,458,139.83	2,248,994.00	440,232.10	1,808,761.90

CD'S

005	CD #22451 - EQUIPMENT REPLACE	0.00	0.00	0.00	0.00					
005	CD #20837 - EQUIPMENT REPLACE	12,476.45	0.00	0.00	12,476.45					
005	CD #22211 - EQUIPMENT REPLACE	0.00	0.00	0.00	0.00					
005	CD #21907 - EQUIPMENT REPLACE	0.00	0.00	0.00	0.00					
005	CD #22466 - EQUIPMENT REPLACE	0.00	0.00	0.00	0.00					
005	CD #22657 - EQUIPMENT REPLACE	10,306.88	0.00	0.00	10,306.88					
110	CD #20480 - ROAD USE	0.00	0.00	0.00	0.00			139,630.00	53,894.40	85,735.60
300	CD #22212 - CAPITAL IMPROVE	0.00	0.00	0.00	0.00			50,000.00		50,000.00
300	CD #21910 - CAPITAL IMPROVE	0.00	0.00	0.00	0.00					
305	CD #21861 - CAP PRJCT WWTP	0.00	0.00	0.00	0.00					
305	CD #22448 - CAP PRJCT WWTP	0.00	0.00	0.00	0.00					
305	CD #2789 - CAP PRJCT WWTP	0.00	0.00	0.00	0.00					
305	CD #2788 - CAP PRJCT WWTP	0.00	0.00	0.00	0.00					
305	CD #1298 - CAP PRJCT WWTP	0.00	0.00	0.00	0.00					
305	CD#22786 - CAP PRJCT WWTP	0.00	0.00	0.00	0.00					
305	CD #5876 - CAP PRJCT WWTP	0.00	0.00	0.00	0.00					

BANK NAME	AUGUST	SEPTEMBER	SEPTEMBER	SEPTEMBER	INVOICES	BANK	2021	YTD	BUDGET
FUND GL NAME	CASH BALANCE	RECEIPTS	DISBURSMENTS	CASH BALANCE	PAID	BALANCE	BUDGET	BILLS	REMAINING
601 CD #21911 - WATER DEPRECIATION	0.00	0.00	0.00	0.00					
601 CD#22785 - WATER DEPRECIATION	0.00	0.00	0.00	0.00					
601 CD #22612 - WATER DEPRECIATION	45,165.54	0.00	0.00	45,165.54					
610 CD #22526 - T & A SEWER	1,000.00	0.00	0.00	1,000.00			267,270.00	83,199.08	184,070.92
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@FIRST SECURITY SR RPLMNT	9,768.44	14.41	0.00	9,782.85					
611 CD #21321 - SEWER REPLACEMENT	0.00	0.00	0.00	0.00					
611 CD #22452 - SEWER REPLACEMENT	55,593.98	111.80	0.00	55,705.78					
611 CD #22210 - SEWER REPLACEMENT	0.00	0.00	0.00	0.00					
611 CD #22153 - SEWER REPLACEMENT	0.00	0.00	0.00	0.00					
611 CD #22450 - SEWER REPLACEMENT	48,355.70	0.00	0.00	48,355.70					
611 CD #22169 - SEWER REPLACEMENT	0.00	0.00	0.00	0.00					
611 CD #2796 - SEWER REPLACEMENT	0.00	0.00	0.00	0.00					
611 CD #22467 - SEWER REPLACEMENT	9,554.06	0.00	0.00	9,554.06					
612 CDS@FIRST SEC SR DEPRECIATION	9,768.44	0.00	0.00	9,768.44					
613 CAPITAL PROJECT WWTP-CD ACCTS	360,982.33	0.00	0.00	360,982.33			248,750.00	2,100.00	246,650.00
670 CD@FIRSTSECURITY SOLID WASTE	10,333.05	0.00	0.00	10,333.05			69,200.00	27,739.69	41,460.31
670 CD #22138 - T & A SOLID WASTE	1,000.00	0.00	0.00	1,000.00					
670 CD #2786 - SOLID WASTE	0.00	0.00	0.00	0.00					
CD'S TOTALS	653,962.97	238.01	0.00	654,200.98	0.00	654,200.98	903,235.00	226,107.11	677,127.89
TOTAL OF ALL BANKS	1,990,633.49	313,419.97	111,702.22	2,192,351.24	80,010.43	2,112,340.81	3,152,229.00	666,339.21	2,485,889.79

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
001-110-4765	FINES	401.87	1,386.34	.00	1,386.34-
001-110-6413	EVANSDALE POLICE DEPARTMENT	12,030.75	24,061.50	48,123.00	24,061.50
001-130-6413	BH CO EMERGENCY MGMNT/NIRG	.00	2,075.65	2,200.00	124.35
001-150-6499	FIRE CONTRACT	9,444.24	18,888.48	39,000.00	20,111.52
001-170-4120	BUILDING/CONTR PERMITS	747.25	12,301.50	15,000.00	2,698.50
001-170-6010	WAGES - BUILDING INSPECTOR	477.92	7,995.25	12,750.00	4,754.75
001-170-6110	FICA - BUILDING INSPECTIONS	36.56	611.63	975.00	363.37
001-170-6130	IPERS - BUILDING INSPECTIONS	45.12	754.75	1,210.00	455.25
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
001-170-6160	WORKER'S COMP	.00	.00	.00	.00
001-170-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00
001-190-6413	HUMANE SOCIETY	.00	.00	.00	.00
001-190-6499	OTHER CONTRACTUAL SERV	.00	.00	2,284.00	2,284.00
001-190-6507	OPERATING SUPPLIES	.00	.00	75.00	75.00
001-199-6371	SENTRY LIGHTS	111.00	559.09	1,300.00	740.91
001-299-6710	CAP OUTLAY - VEHICLES	.00	.00	.00	.00
001-410-6413	LIBRARY CONTRACT	2,664.04	5,328.09	11,420.00	6,091.91
001-430-4310	SHELTER RENTAL	25.00	300.00	1,500.00	1,200.00
001-430-6010	WAGES - PARKS - FT	1,215.21	5,468.41	14,500.00	9,031.59
001-430-6020	WAGES - PARKS	.00	.00	.00	.00
001-430-6021	WAGES - PARKS - PT	.00	987.48	4,200.00	3,212.52
001-430-6110	FICA - PARKS	90.82	463.23	1,430.00	966.77
001-430-6130	IPERS - PARKS	114.72	582.21	1,800.00	1,217.79
001-430-6150	GROUP INSURANCE	356.01	1,729.19	4,200.00	2,470.81
001-430-6151	VISION INSURANCE	.00	21.96	35.00	13.04
001-430-6155	LIFE INSURANCE	.00	8.63	100.00	91.37
001-430-6160	WORKER'S COMP	.00	.00	.00	.00
001-430-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00
001-430-6310	BLDNG/GROUNDS MAINT & REPAIR	.00	475.00	.00	475.00-
001-430-6331	FUEL AND OIL	.00	.00	.00	.00
001-430-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00
001-430-6505	PARK EQUIPMENT	.00	.00	.00	.00
001-430-6507	OPERATING SUPPLIES	.00	199.44	5,000.00	4,800.56
001-430-6599	OTHER SUPPLIES	.00	.00	.00	.00
001-460-4310	RENT-COMMUNITY CENTER	765.00	1,980.00	5,000.00	3,020.00
001-460-6310	COMM RM REPAIR/MAINT	215.35	568.83	2,100.00	1,531.17
001-499-4610	CITY CELEBRATION RECEIPTS	.00	.00	.00	.00
001-499-6599	MISC EXPENSE - CELEBRATION	.00	15.01	5,000.00	4,984.99
001-510-6413	PARTNER IN EDUCATION	.00	.00	500.00	500.00
001-510-6490	CHRISTMAS DECORATIONS	.00	.00	1,500.00	1,500.00
001-510-6599	TREES FOREVER	.00	.00	.00	.00
001-540-4190	MISC LICENSES & PERMITS	.00	.00	.00	.00
001-540-6490	COMP PLAN	.00	.00	.00	.00
001-610-6010	WAGES - MAYOR/COUNCIL	.00	1,250.00	10,200.00	8,950.00
001-610-6110	FICA - MAYOR/COUNCIL	.00	18.13	790.00	771.87
001-610-6130	IPERS - MAYOR/COUNCIL	.00	118.00	472.00	354.00
001-610-6150	GROUP INSURANCE	.00	.00	.00	.00
001-610-6151	VISION INSURANCE	.00	.00	.00	.00
001-610-6160	WORKER'S COMP	.00	.00	.00	.00

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
001-610-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00
001-610-6373	TELEPHONE/COMMUNICATIONS	80.00	80.00	.00	80.00-
001-620-6010	WAGES - CLERK	2,656.13	13,905.58	40,860.00	26,954.42
001-620-6020	WAGES - DEPUTY CLERK	807.45	2,866.46	8,000.00	5,133.54
001-620-6110	FICA - CLERK	367.30	1,427.48	3,750.00	2,322.52
001-620-6130	IPERS - CLERK	453.24	1,761.46	4,620.00	2,858.54
001-620-6150	GROUP INSURANCE	.00	1,081.10	15,000.00	13,918.90
001-620-6151	VISION INSURANCE	.00	127.20	150.00	22.80
001-620-6160	WORKER'S COMP	.00	.00	.00	.00
001-620-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00
001-620-6230	TRAINING	175.00	175.00	.00	175.00-
001-620-6240	TRAVEL EXPENSE	.00	195.50	.00	195.50-
001-620-6373	TELEPHONE/COMMUNICATIONS	80.00	80.00	.00	80.00-
001-620-6507	OPERATING SUPPLIES	.00	128.39	.00	128.39-
001-630-6413	ELECTION EXPENSES	.00	.00	.00	.00
001-640-6401	AUDITING/ACCOUNTING	.00	.00	17,000.00	17,000.00
001-640-6411	LEGAL - ATTORNEY	2,904.91	7,227.16	15,000.00	7,772.84
001-640-6414	CODIFICATION	.00	.00	4,500.00	4,500.00
001-650-6310	BUILDING REPAIR/MAINT	.00	314.44	2,700.00	2,385.56
001-650-6505	OFFICE EQUIPMENT	.00	.00	.00	.00
001-650-6507	OPERATING SUPPLIES	.00	.00	.00	.00
001-660-6408	INSURANCE	.00	.00	15,000.00	15,000.00
001-699-6010	WAGES - GENERAL GOV - FT	173.59	781.19	2,040.00	1,258.81
001-699-6110	FICA - GENERAL GOVERNMENT	12.97	58.52	184.00	125.48
001-699-6130	IPERS - GENERAL GOVERNMENT	16.38	73.71	230.00	156.29
001-699-6150	GROUP INSURANCE	914.78	4,528.43	10,800.00	6,271.57
001-699-6151	VISION INSURANCE	.00	3.18	5.00	1.82
001-699-6155	LIFE INSURANCE	.00	51.49	50.00	1.49-
001-699-6210	DUES	.00	2,069.67	2,000.00	69.67-
001-699-6230	TRAINING	.00	897.00	3,000.00	2,103.00
001-699-6240	MEETINGS/CONFERENCES	.00	.00	2,500.00	2,500.00
001-699-6371	UTILITIES	188.43	1,064.48	2,200.00	1,135.52
001-699-6373	TELEPHONE/COMMUNICATIONS	16.04	350.32	1,200.00	849.68
001-699-6407	ENGINEERING (MONTHLY PAYMENT)	.00	750.00	900.00	150.00
001-699-6414	PUBLISHING	277.65	1,062.27	2,500.00	1,437.73
001-699-6419	TECHNOLOGY SERVICES	60.00	6,300.00	10,000.00	3,700.00
001-699-6491	SAFETY TRAINING	.00	.00	600.00	600.00
001-699-6499	CONTRACTUAL SERV (COPIER)	45.20	414.76	1,200.00	785.24
001-699-6505	OTHER EQUIPMENT	.00	.00	.00	.00
001-699-6506	OFFICE SUPPLIES	339.70	602.11	2,000.00	1,397.89
001-699-6508	POSTAGE	20.85	429.90	1,000.00	570.10
001-699-6599	MISC SUPPLIES	5.35	299.31	5,000.00	4,700.69
001-699-6725	CAP OUTLAY-OFFICE EQUIP	.00	.00	.00	.00
001-910-4830	TRANSFER IN-GENERAL FUND	.00	.00	.00	.00
001-910-4831	TRANSFER IN - TIF	.00	.00	34,856.00	34,856.00
001-910-6910	TRANSFER OUT	.00	.00	185,250.00	185,250.00
001-950-4000	PROPERTY TAXES	142,554.52	161,397.73	362,261.00	200,863.27
001-950-4003	AGRICULTURAL LAND TAXES	193.49	230.00	672.00	442.00
001-950-4060	UTILITY TAX REPLACEMENT	.00	.00	2,362.00	2,362.00
001-950-4065	CABLEVISION	1,583.26	1,583.26	6,670.00	5,086.74
001-950-4100	BEER & LIQUOR LICENSES	.00	.00	790.00	790.00

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
001-950-4105	CIGARETTE PERMITS	.00	.00	150.00	150.00
001-950-4180	ANIMAL LICENSES	.00	25.00	175.00	150.00
001-950-4190	MISC LICENSES & PERMITS	20.00	80.00	150.00	70.00
001-950-4300	INTEREST-PLAT MM	596.76	2,229.23	6,800.00	4,570.77
001-950-4310	RENT - COMM/COUNCIL	.00	.00	.00	.00
001-950-4464	COMM TAX REPLACEMENT	.00	.00	7,460.00	7,460.00
001-950-4490	GAMING GRANTS	.00	.00	25,000.00	25,000.00
001-950-4700	BLACKHAWK COUNTY LANDFILL	.00	.00	.00	.00
001-950-4705	MISC REVENUE	2,434.20	4,251.15	2,000.00	2,251.15-
001-950-4710	REIMBURSEMENTS - EMPLOYEE INSR	.00	.00	1,210.00	1,210.00
001-950-4735	SALES/FUEL TAX REFUNDS	.00	.00	600.00	600.00
001-950-4765	FINES-CLERK OF COURT	.00	.00	1,200.00	1,200.00
001-950-4800	SALE OF REAL PROPERTY	.00	13,051.80	.00	13,051.80-
001-999-9999	PROFIT HANDLER	.00	.00	.00	.00
005-210-6723	CAP OUTLAY-HEAVY EQUIP	.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	.00	65.66	650.00	584.34
005-999-9999	PROFIT HANDLER	.00	.00	.00	.00
110-210-4430	ROAD USE TAXES	9,660.00	56,122.90	142,000.00	85,877.10
110-210-6010	WAGES - ROAD USE - FT	2,178.21	9,128.96	27,000.00	17,871.04
110-210-6020	WAGES - ROAD USE	.00	.00	.00	.00
110-210-6030	WAGES - ROAD USE - PT	.00	664.92	6,000.00	5,335.08
110-210-6110	FICA - ROAD USE	155.70	731.28	2,525.00	1,793.72
110-210-6130	IPERS - ROAD USE	196.66	920.50	3,115.00	2,194.50
110-210-6150	GROUP INSURANCE	610.30	3,000.64	7,500.00	4,499.36
110-210-6151	VISION INSURANCE	.00	37.68	60.00	22.32
110-210-6155	LIFE INSURANCE	.00	14.79	.00	14.79-
110-210-6160	WORKER'S COMP	.00	.00	.00	.00
110-210-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00
110-210-6181	UNIFORM ALLOWANCE	.00	89.88	300.00	210.12
110-210-6310	BUILDING REPAIR/MAINT	.00	565.00	5,000.00	4,435.00
110-210-6331	FUEL & OIL	217.41	1,025.39	4,000.00	2,974.61
110-210-6332	VEHICLE REPAIRS	.00	20.24	5,000.00	4,979.76
110-210-6371	UTILITIES	59.79	289.16	1,700.00	1,410.84
110-210-6373	TELEPHONE/COMMUNICATIONS	80.00	160.00	480.00	320.00
110-210-6375	EQUIPMENT SUPPORT	269.58	15,869.58	15,600.00	269.58-
110-210-6407	ENGINEERING	192.60	192.60	.00	192.60-
110-210-6408	INSURANCE	.00	.00	4,000.00	4,000.00
110-210-6417	STREET MAINTENANCE - REPAIRS	.00	.00	10,000.00	10,000.00
110-210-6491	SAFETY TRAINING	.00	.00	1,000.00	1,000.00
110-210-6504	SHOP EQUIPMENT	.00	.00	1,000.00	1,000.00
110-210-6507	STREET MAINTENANCE SUPPLIES	5,166.79	6,270.08	10,000.00	3,729.92
110-210-6511	NEW POSTS / SIGNS	.00	.00	.00	.00
110-210-6512	REPLACEMENT POSTS / SIGNS	.00	.00	.00	.00
110-210-6599	MISCELLANEOUS SUPPLIES	.00	85.92	100.00	14.08
110-230-6371	STREET LIGHTS	945.92	4,720.68	11,000.00	6,279.32
110-240-6371	TRAFFIC SIGNAL	72.30	339.12	450.00	110.88
110-240-6413	WATERLOO MONTHLY TRAFFIC CONTR	.00	118.11	2,800.00	2,681.89
110-250-6332	SNOW PLOW REPAIR	.00	.00	1,000.00	1,000.00
110-250-6489	OTHER CONTRACTUAL SRV	130.00	130.00	.00	130.00-

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
110-250-6507	SNOW REMOVAL SUPPLIES	2,659.00	2,659.00	10,000.00	7,341.00
110-260-6407	ENGINEERING	.00	627.50	10,000.00	9,372.50
110-910-4830	TRANSFER IN-ROAD USE	.00	.00	.00	.00
110-910-6910	TRANSFER OUT	.00	.00	.00	.00
110-910-6911	TRANSFER OUT - TIF	.00	.00	.00	.00
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	.00	140,000.00	140,000.00
121-950-4090	LOCAL OPTION TAX	12,376.03	48,594.97	160,000.00	111,405.03
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	.00	.00	.00
125-910-6911	TRANSFER OUT - TIF	.00	.00	34,856.00	34,856.00
125-950-4050	TIF TAXES	15,171.58	15,171.58	34,856.00	19,684.42
125-950-4300	INTEREST	.00	.00	.00	.00
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	.00	.00
300-210-6499	STREET CONTRACTUAL SERV	.00	.00	50,000.00	50,000.00
300-750-6499	CONTRACTUAL SERV	.00	.00	.00	.00
300-910-4830	TRANSFER IN-CAP IMPRVMT RESV	.00	.00	.00	.00
300-910-6910	TRANSFER OUT	.00	.00	.00	.00
300-950-4300	INTEREST-CAPITAL IMPRVMT-RSV	.00	.00	100.00	100.00
300-999-9999	PROFIT HANDLER	.00	.00	.00	.00
301-750-4800	SALE OF PROPERTY	.00	.00	.00	.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	250.00	250.00
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

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
304-999-9999	PROFIT HANDLER	.00	.00	.00	.00
305-750-4820	PROCEEDS FROM DEBT/LOAN-WWTP	.00	.00	.00	.00
305-750-6407	ENGINEERING	.00	.00	.00	.00
305-750-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00
305-815-4300	INTEREST - CAP PROJ	.00	.00	.00	.00
305-910-4830	TRANSFER IN-WWTP PROJECT	.00	.00	.00	.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	428,000.00	428,000.00
306-430-4440	STATE GRANTS	.00	.00	75,000.00	75,000.00
306-430-4710	REIMBURSEMENTS	.00	.00	10,370.00	10,370.00
306-430-4830	TRANSFER IN	.00	.00	125,000.00	125,000.00
306-430-6407	ENGINEERING	.00	1,615.64	20,000.00	18,384.36
306-430-6411	LEGAL	.00	.00	.00	.00
306-430-6499	OTHER CONTRACTUAL SERV	6,334.79	6,334.79	618,000.00	611,665.21
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	140,000.00	140,000.00
307-210-6407	ENGINEERING	.00	.00	.00	.00
307-210-6411	LEGAL	.00	.00	.00	.00
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	3,525.00	3,525.00	.00	3,525.00-
600-610-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00
600-810-4300	INTEREST	.00	.00	.00	.00
600-810-4500	CHARGES/FEEES FOR SERVICES	26,852.53	59,802.02	120,529.00	60,726.98
600-810-4530	PENALTIES	332.19	332.19	1,500.00	1,167.81
600-810-4540	CONNECT/RECONNECT FEES	.00	.00	.00	.00
600-810-4550	MISC CHARGE FOR SERVICES	274.74	274.74	1,000.00	725.26
600-810-4560	SALES TAXES COLLECTED	.00	.00	.00	.00
600-810-4561	WATER EXCISE TAX	1,809.85	3,799.92	8,000.00	4,200.08
600-810-4730	DEPOSITS	256.00	576.00	2,000.00	1,424.00
600-810-6010	WAGES - WATER - FT	44.64-	9.55-	.00	9.55
600-810-6011	WAGES - WATER - CLERK	221.87	572.80	2,270.00	1,697.20
600-810-6020	WAGES - WATER	.00	.00	.00	.00
600-810-6021	WAGES - WATER - PT	807.45	2,866.45	8,000.00	5,133.55
600-810-6022	WAGES - WATER	.00	577.20	.00	577.20-

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
600-810-6110	FICA - WATER	78.74	283.74	800.00	516.26
600-810-6130	IPERS - WATER	97.17	350.14	1,000.00	649.86
600-810-6150	GROUP INSURANCE	45.47	523.73	800.00	276.27
600-810-6151	VISION INSURANCE	.00	6.72	25.00	18.28
600-810-6155	LIFE INSURANCE	.00	2.64	60.00	57.36
600-810-6160	WORKER'S COMP	.00	.00	.00	.00
600-810-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00
600-810-6230	TRAINING	.00	.00	.00	.00
600-810-6332	VEHICLE REPAIRS	.00	.00	.00	.00
600-810-6350	REPAIR MAINT - WATER MAIN	.00	6,665.51	10,000.00	3,334.49
600-810-6373	TELEPHONE/COMMUNICATIONS	.00	126.16	600.00	473.84
600-810-6375	EQUIPMENT SUPPORT	.00	.00	2,500.00	2,500.00
600-810-6413	WATER - WATERLOO	4,816.82	27,375.96	61,000.00	33,624.04
600-810-6418	SALES TAX EXPENSE	2,030.00	3,941.00	7,500.00	3,559.00
600-810-6419	TECH SERVICES - ANNUAL SUPPORT	.00	.00	2,150.00	2,150.00
600-810-6489	OTHER CONTRACTUAL SRV	.00	.00	.00	.00
600-810-6490	OTHER PROFESSIONAL SERVICES	2,355.75	9,413.55	28,180.00	18,766.45
600-810-6497	BANK SERVICE CHGS	10.70	10.70	.00	10.70-
600-810-6498	DEPOSIT REFUNDS - WATER	148.56	148.56	1,000.00	851.44
600-810-6499	TESTS/PERMITS	.00	337.57	.00	337.57-
600-810-6505	WT METERS/WT EQUIPMENT	.00	922.36	2,000.00	1,077.64
600-810-6506	OFFICE SUPPLIES	.00	.00	300.00	300.00
600-810-6508	POSTAGE	.00	60.53	200.00	139.47
600-810-6599	OTHER SUPPLIES	.00	.00	.00	.00
600-810-6727	CAPITAL EQUIPMENT	.00	.00	.00	.00
600-910-4830	TRANSFER IN-WATER	.00	.00	.00	.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	111.80	332.57	2,400.00	2,067.43
601-810-6599	MISC SUPPLIES	.00	.00	.00	.00
601-910-4830	TRANSFER IN-WATER DEPRECIATION	.00	.00	.00	.00
601-910-6910	TRANSFER OUT	.00	.00	.00	.00
601-999-9999	PROFIT HANDLER	.00	.00	.00	.00
610-815-4300	INTEREST-SEWER	.00	.00	1,500.00	1,500.00
610-815-4500	CHARGES/FEEES FOR SERVICES	27,694.60	58,030.50	130,000.00	71,969.50
610-815-4502	CAPITAL PROJECT FEE	.00	.00	.00	.00
610-815-4510	RAYMOND SEWER USAGE	5,050.00	20,050.00	70,000.00	49,950.00
610-815-4530	PENALTIES	313.95	313.95	1,300.00	986.05
610-815-4550	MISC CHARGE FOR SERVICES	1.12	101.12	500.00	398.88
610-815-4560	SALES TAXES COLLECTED	33.68	145.91	400.00	254.09
610-815-4730	DEPOSITS	200.00	450.00	1,500.00	1,050.00
610-815-6010	WAGES - SEWER	4.54-	4,613.06	.00	4,613.06-
610-815-6011	WAGES - SEWER - CLERK	221.87	221.87	.00	221.87-
610-815-6020	WAGES - SEWER	.00	.00	.00	.00
610-815-6030	WAGES - SEWER	.00	.00	.00	.00
610-815-6110	FICA - SEWER	16.96	16.96	.00	16.96-
610-815-6130	IPERS - SEWER	20.94	20.94	.00	20.94-
610-815-6150	GROUP INSURANCE	.00	96.33	.00	96.33-
610-815-6151	VISION INSURANCE	.00	.00	.00	.00
610-815-6155	LIFE INSURANCE	.00	.00	.00	.00
610-815-6160	WORKER'S COMP	.00	.00	.00	.00

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
610-815-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00
610-815-6181	UNIFORM ALLOWANCE	.00	.00	.00	.00
610-815-6230	TRAINING	.00	.00	.00	.00
610-815-6320	LIFT STATION EXPENSE	9,834.25	11,987.03	30,000.00	18,012.97
610-815-6331	FUEL	.00	.00	.00	.00
610-815-6332	VEHICLE REPAIRS	.00	.00	.00	.00
610-815-6350	PLANT REPAIR/MAINTENANCE	.00	827.48	5,000.00	4,172.52
610-815-6370	UTILITIES - LIFT STATION	276.64	2,172.53	4,000.00	1,827.47
610-815-6371	UTILITIES - PLANT	813.37	5,654.37	12,500.00	6,845.63
610-815-6373	TELEPHONE/COMMUNICATIONS	.00	.00	.00	.00
610-815-6399	SEWER LINE REPAIR/MAINTENANCE	.00	.00	10,000.00	10,000.00
610-815-6407	ENGINEERING/WWTP PROJECT	.00	.00	.00	.00
610-815-6408	INSURANCE	.00	.00	3,000.00	3,000.00
610-815-6413	LUMP SUM APPROPRIATIONS	.00	.00	.00	.00
610-815-6418	SALES TAX EXPENSE	.00	.00	.00	.00
610-815-6490	IOWA ONE CALL	15.75	53.55	150.00	96.45
610-815-6491	SAFETY TRAINING	.00	.00	.00	.00
610-815-6493	SLUDGE HAULING	.00	.00	15,000.00	15,000.00
610-815-6494	PLANT CONTRACTED SERVICES	.00	.00	.00	.00
610-815-6498	DEPOSIT REFUNDS - SEWER	25.61	25.61	1,000.00	974.39
610-815-6499	PEOPLESERVICES/CONTRACTUAL SRV	9,360.00	37,440.00	112,320.00	74,880.00
610-815-6501	TESTS/PERMITS	.00	.00	.00	.00
610-815-6505	OFFICE EQUIPMENT	.00	.00	.00	.00
610-815-6506	OFFICE SUPPLIES	.00	.00	.00	.00
610-815-6507	OPERATING SPPLY/PEOPLESERVICE	.00	.00	15,000.00	15,000.00
610-815-6508	POSTAGE	.00	60.53	300.00	239.47
610-815-6510	SAFETY SUPPLIES	.00	.00	.00	.00
610-815-6599	MISC SUPPLIES	.00	.00	.00	.00
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	59,000.00	59,000.00
610-999-9999	PROFIT HANDLER	.00	.00	.00	.00
611-815-4300	INTEREST-SEWER REPLACEMENT	126.21	413.45	2,700.00	2,286.55
611-910-4830	TRANSFER IN-SEWER PLCMNT	.00	.00	9,000.00	9,000.00
611-910-6910	TRANSFER OUT	.00	.00	.00	.00
611-999-9999	PROFIT HANDLER	.00	.00	.00	.00
612-815-4300	INTEREST-SEWER DEPRECIATION	.00	23.27	150.00	126.73
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	2,093.63	6,000.00	3,906.37
613-815-4502	CAPITAL PROJECT FEE	21,526.63	44,674.04	92,000.00	47,325.96
613-815-4820	PROCEEDS FROM DEBT/LOAN-WWTP	.00	2,000.00	248,750.00	246,750.00
613-815-6407	ENGINEERING	100.00	100.00	248,750.00	248,650.00
613-815-6499	OTHER CONTRACTUAL SERV	.00	2,000.00	.00	2,000.00-
613-910-4830	TRANSFER IN-WWTP PROJECT	.00	.00	100,000.00	100,000.00
613-910-6910	TRANSFER OUT	.00	.00	.00	.00
613-999-9999	PROFIT HANDLER	.00	.00	.00	.00
670-840-4300	INTEREST-LANDFILL/GARBAGE	.00	5.36	100.00	94.64
670-840-4500	CHARGES/FEEES FOR SERVICES	14,881.66	29,582.59	60,000.00	30,417.41

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
670-840-4530	PENALTIES	172.00	172.00	800.00	628.00
670-840-4560	SALES TAXES COLLECTED	.00	.00	.00	.00
670-840-4710	REIMBURSEMENTS - RECYCLE REIMB	4,468.00	4,468.00	4,468.00	.00
670-840-4730	DEPOSITS	120.00	260.00	1,000.00	740.00
670-840-6490	GARBAGE COLLECTION	5,257.18	25,609.44	62,000.00	36,390.56
670-840-6492	RECYCLING EXPENSE	292.48	2,123.52	6,500.00	4,376.48
670-840-6498	DEPOSIT REFUNDS - GARBAGE	.00	.00	700.00	700.00
670-840-6508	POSTAGE	.00	6.73	.00	6.73-
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/FEEES FOR SERVICES	645.96	1,329.97	2,700.00	1,370.03
671-840-4530	PENALTIES	7.50	7.50	40.00	32.50
671-840-4730	DEPOSITS	24.00	54.00	200.00	146.00
671-840-6413	YARD WASTE COLLECTION	.00	2,400.00	2,400.00	.00
671-840-6498	DEPOSIT REFUND - YARD WASTE	22.66	22.66	100.00	77.34
671-840-6508	POSTAGE	.00	6.73	.00	6.73-
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	202,469.56	225,056.21	219,625.00	5,431.21-
		=====	=====	=====	=====
		=====	=====	=====	=====
	PROOF	202,469.56	225,056.21	219,625.00	5,431.21-
		=====	=====	=====	=====

**CITY OF ELK RUN HEIGHTS**

**INVESTMENT REPORT**

Oct-20

ACCOUNT	G/L	INT EARNED	RPV TTL	CURRENT MONTH TTL	MATURE DATE	CASHED IN DATE:
<b>EQUIPMENT REPLACEMENT</b>						
CD# 20837	005-000-1171	\$ 31.28	\$ 12,445.17	\$ 12,476.45	2/18/2021	
CD# 22657	005-000-1175	\$ 13.95	\$ 10,292.93	\$ 10,306.88	9/25/2020	
				<b>\$ 22,783.33</b>		
<b>CAPITAL PROJECT WWTP</b>						
CD# 21861	613-000-1170	\$ 39.44	\$ 20,920.01	\$ 20,959.45	2/13/2021	
CD# 22448	613-000-1170	\$ 61.95	\$ 21,429.50	\$ 21,491.45	7/11/2021	
CD# 22999	613-000-1170	\$ 469.14	\$ 104,149.46	\$ 104,618.60	1/7/2021	
CD# 5876	613-000-1170	\$ 1,237.31	\$ 104,109.89	\$ 105,347.20	1/15/2021	
CD# 3050	613-000-1170	\$ 285.79	\$ 108,279.84	\$ 108,565.63		
				<b>\$ 360,982.33</b>		
<b>WATER DEPRECIATION</b>						
CD# 22563	601-000-1170	\$ 65.04	\$ 22,499.08	\$ 22,564.12	12/18/2021	
CD# 22447	601-000-1175	\$ 111.80	\$ 55,593.98	\$ 55,705.78	4/10/2020	
CD# 22612	601-000-1189	\$ 45.37	\$ 45,120.17	\$ 45,165.54	6/22/2020	
				<b>\$ 123,435.44</b>		
<b>T&amp;A SEWER</b>						
CD# 22526		\$ -	\$ 1,000.00	\$ 1,000.00	8/22/2021	
CD# 21379		\$ -	\$ 1,500.00	\$ 1,500.00	3/6/2020	
				<b>\$ 2,500.00</b>		
<b>SEWER REPLACEMENT</b>						
CD# 22452	611-000-1172	\$ 111.80	\$ 55,593.98	\$ 55,705.78	4/10/2020	
CD# 22450	611-000-1179	\$ 139.38	\$ 48,216.32	\$ 48,355.70	7/11/2021	
CD# 22467	611-000-1185	\$ 14.41	\$ 9,554.06	\$ 9,568.47	4/26/2020	
CD# 3051 COMBINED WITH	611-000-1170	\$ 23.27	\$ 9,745.17	\$ 9,768.44		
				<b>\$ 123,398.39</b>		
<b>SEWER DEPRECIATION</b>						
CD# 3051	612-000-1170	\$ 23.27	\$ 9,745.17	\$ 9,768.44		
				\$ 9,768.44		
<b>T&amp;A SOLID WASTE</b>						
CD# 21140		\$ -	\$ 5,000.00	\$ 5,000.00	10/26/2021	
CD# 22138		\$ -	\$ 1,000.00	\$ 1,000.00	6/17/2021	
				<b>\$ 6,000.00</b>		
<b>SOLID WASTE</b>						
CD# 3052	670-000-1170	\$ 5.36	5327.69	5333.05		
				5333.05		
			<b>TOTAL CD'S:</b>	<b>\$ 654,200.98</b>		

**CITY OF ELK RUN HEIGHTS - BRIAN WIRTZ - BUILDING INSPECTION**

**Oct-20**

**BUILDING PERMITS**

<b>DATE</b>	<b>HOMEOWNER</b>	<b>CONTRACTORS</b>	<b>ADDRESS</b>	<b>PERMIT #</b>	<b>DATE RECEIVED PERMIT</b>	<b>TYPE OF CONSTRUCTION</b>	<b>VALUE</b>	<b>PERMIT FEE</b>
10/12/20	BEHRENS, KURT & JULIE	RIVER CITY FENCE	1600 S ELK RUN RD	1870	10/13/2020	FENCE	\$24,000.00	\$377.00
10/12/20	BEHRENS, KURT & JULIE	DAN STICKFORT CONST	1600 S ELK RUN RD		10/13/2020	30X40 STORAGE BUILDING	\$18,000.00	\$293.00
10/23/20	FIELDS, STEPHEN	SJ CONSTRUCTION	150 MICHIGAN	1871	10/23/2020	KITCHEN UPDATE	\$12,885.51	\$223.00

**HVAC PERMITS & PLUMBING**

10/13/20	MEIER, JENNIFER	GUBBELS ONE HOUR	5308 LAFAYETTE	1024	10/14/2020	HEATER	\$10,000.00	\$47.50
10/23/20	FIELDS, STEPHEN	CURRAN PLUMBING	150 MICHIGAN	1025	10/26/2020	REMODLE KITCHEN		

**TOTALS**

**\$64,885.51    \$940.50**

Date: November 5, 2020

To: Elk Run Heights/Raymond Council

From: Jordan Cooper, Operator

O & M Report: October 2020

## **Water Operation & Maintenance**

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- 10/1 105 Jackie's water meter was not reading correctly from the outside of the house. I found that whoever installed the water meter reader had installed it inside the home instead of on the side of the house like the rest of the town. I then moved the reader to the outside of the home and installed new wire through the wall which fixed the issue I was having.
- 10/15 Frickson Brothers replaced the broken water valve on the end of Jackie and Gilbertville Road. I had a very tough time isolating the water valve again. I ended up shutting 16 valves off to get the water to stop so we were able to replace the valve. This is an issue I will be addressing in the future. There are multiple valves around town that are not shutting down properly.

## **Wastewater Operation & Maintenance**

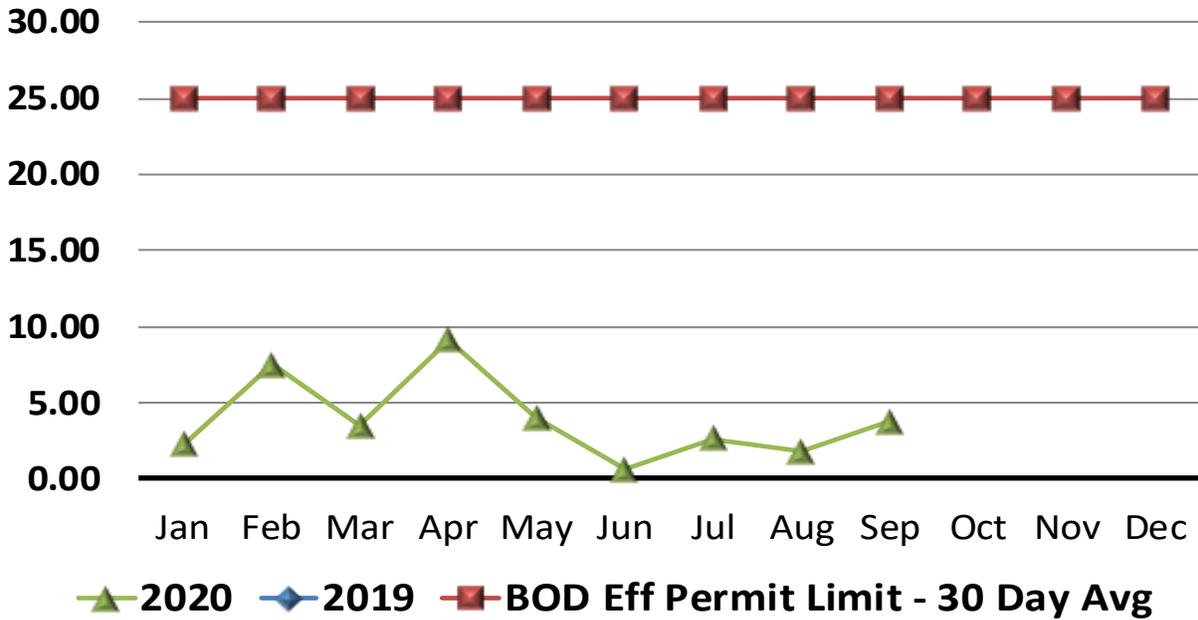
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- 10/1 Plaza lift station pump 2 kicked out and pump 1 was unable to keep up with the inflow which caused the high level alarm to go off. I did an amp draw reading on pump 2 to try and determine the reason it was kicking out. The readings led me to believe that the pump was full of rags and that it needed to be pulled and taken apart and cleaned. I am unable to pull this pump because of its such large size so I had to call Electric Pump to come pull the pump as soon as possible. We found that pump 2 was full of rags and that pump 1 has a blown gasket and is letting water blowby. The blowby is the reason that pump 1 was unable to keep up because the pump is not pumping the total capacity that it is capable.
- 10/19 EP installed new Sutton lift station pump

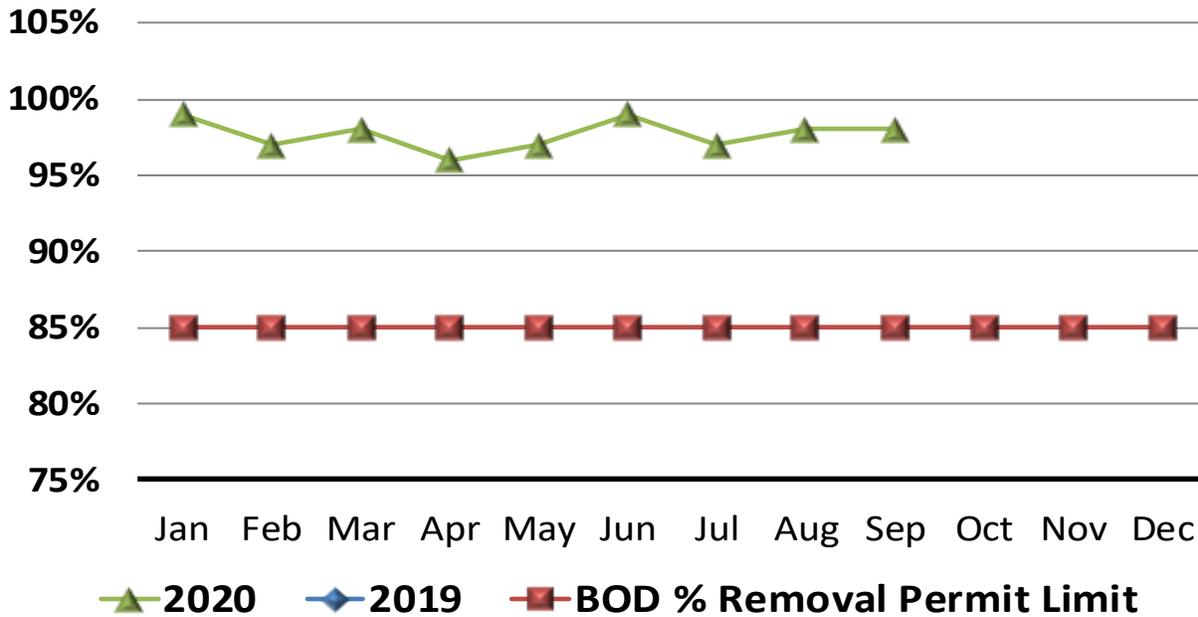


- 10/21 I drove up to Mason City to pick up sludge pump 2 from Quality Pump and when I got back I installed it back into the pit so that Nutri-Ject could start hauling sludge.
- 10/27 Tom and I poured the cement pad for Plaza lift station generator.
- 10/30 Plaza lift station generator was delivered. Harrison Truck Center helped Tom and I setting the generator on the pad because it was so heavy.

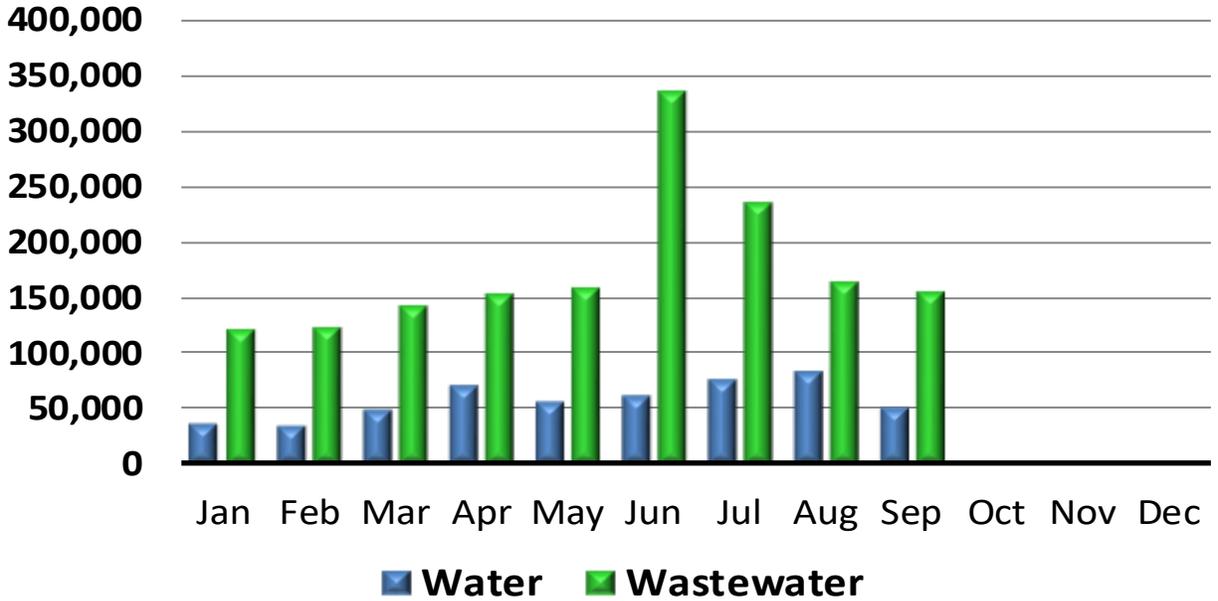
## BOD Effluent



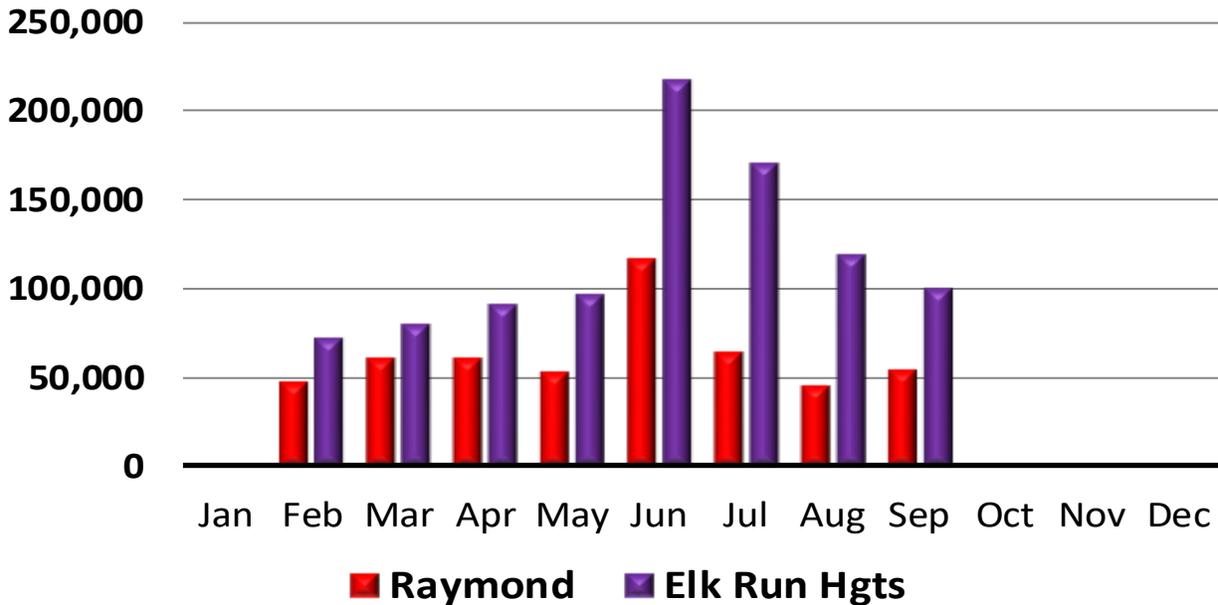
## BOD % Removal



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



**Average Daily Wastewater Pumped In Gallons**



		September-20	August-20	September-19
<b>Water</b>				
	<b>Units</b>			
<b>Total Monthly Pumped</b>	gallons	1,511,000	2,528,200	0
<b>Average Daily Pumped</b>	gallons	50,400	81,600	0
<b>Maximum Daily Pumped</b>	gallons	97,200	119,700	0
<b>Minimum Daily Pumped</b>	gallons	15,000	37,400	0
<b>Chlorine</b>				
<b>Chlorine - Total Avg Residual Plant</b>	mg/L	0.86	0.86	0.00
<b>Chlorine - Total Avg Residual System</b>	mg/L	0.65	0.66	0.00
<b>Chlorine - Recommended Residual System</b>	mg/L	1.50	1.50	0.30
<b>Wastewater</b>				
<b>BOD</b>				
<b>BOD Influent Avg</b>	mg/L	153.75	119.37	0.00
<b>BOD Effluent Avg</b>	mg/L	3.75	1.75	0.00
<b>BOD Eff Permit Limit - 30 Day Avg</b>	mg/L	25	25	0
<b>BOD % Removal</b>	%	98.00%	98.00%	0.00%
<b>BOD % Removal Permit Limit</b>	%	85%	85%	85%
<b>TSS</b>				
<b>TSS Influent Avg</b>	mg/L	105.75	82.25	0.00
<b>TSS Effluent Avg</b>	mg/L	6.50	2.50	0.00
<b>TSS Effluent Permit Limit - 30 Day Avg</b>	mg/L	25	25	0
<b>TSS % Removal</b>	%	93.85%	96.96%	0.00%
<b>TSS % Removal Permit Limit</b>	%	85%	85%	85%
<b>Nitrogen Ammonia</b>				
<b>NA Effluent Avg</b>	mg/L	0.1	0.2	0.0
<b>NA Effluent Permit Limit - 30 Day Avg</b>	mg/L	2.8	2.5	0.0
<b>Influent Flow</b>				
<b>Elk Run Average Daily Flow</b>	gallons	100,900	119,430	0
<b>Elk Run Percentage Flow</b>	%	64.9%	72.5%	0.0%
<b>Raymond Average Daily Flow</b>	gallons	54,559	45,371	0
<b>Raymond Percentage Flow</b>	%	35.1%	27.5%	0.0%
<b>Average Daily Combined</b>	gallons	155,459	164,801	0
<b>Maximum Daily Combined</b>	gallons	255,764	194,711	0
<b>Total Monthly Combined</b>	gallons	4,663,751	5,108,849	0
<b>Minimum Daily Combined</b>	gallons	125,197	137,904	0
<b>Permit Limit - 30 Day Avg</b>	gallons	281,000	281,000	0
<b>Permit Limit - Daily Maximum</b>	gallons	291,000	291,000	0

<b>Contract True-Ups - Current Contract Year</b>				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Maintenance Budget	\$12,000.00	\$2,549.77	21%	75%
<b>Total</b>	<b>\$12,000.00</b>	<b>\$2,549.77</b>	<b>21%</b>	<b>75%</b>



**ELK RUN HEIGHTS/RAYMOND - SEPTEMBER '20**  
**Wastewater Plant Maintenance**

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
9/21/20	Ted's Home & Hardware	Supplies	\$21.37
		<b>Total</b>	<hr/> <b>\$21.37</b>

**Wastewater System Maintenance**

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
9/18/20	Keystone Labs	Lead & Copper	\$229.00
9/18/20	Keystone Labs	TTHM/Haa5	\$110.00
9/21/20	Ted's Home & Hardware	Supplies	\$4.80
		<b>Total</b>	<hr/> <b>\$343.80</b>

W/W Plant Maintenance	\$21.37
W/W System Maintenance	\$343.80
Month Total	<hr/> \$365.17

**Annual Maintenance Budget** \$12,000.00

**Total Maintenance Dollars Spent Year to Date** **\$2,549.77**

**Percent Maintenance Budget Spent Year to Date** **21%**

**Work Orders Completed**

<b>Date completed</b>	<b>Equipment</b>	<b>Task</b>
10/28/2020	Emergency Generator WWTP	Monthly PM
10/26/2020	James Street Lift Station Generator	Monthly PM
10/28/2020	Raymond West Lift Station Generator	Monthly PM
10/28/2020	Raymond South Lift Station Generator	Monthly PM
10/28/2020	Blower No 1	Monthly PM
10/28/2020	Blower No 2	Monthly PM
10/28/2020	Blower No3	Monthly PM
10/28/2020	Blower No4	Monthly PM
10/28/2020	Blower No5	Monthly PM
10/28/2020	Blower No6	Monthly PM
10/26/2020	James Street Lift Station	LS Monthly PM
10/28/2020	Lafayette Lift Station	LS Monthly PM
10/28/2020	Sutton Lift Station	LS Monthly PM
10/28/2020	Raymond West Lift Station	LS Monthly PM
10/28/2020	Raymond South Lift Station 1	LS Monthly PM
10/28/2020	Plaza Lift Station	LS Monthly PM
10/23/2020	FIRE EXTINGUISHERS	Fire Extinguisher Monthly

# EVANSDALE POLICE DEPARTMENT

## Call Summary Report

09/01/2020 thru 09/30/2020

Tracking: Unit Selected Agency Type: Police Selected Agency ID: All

Call #	Date	Time	Area	Grid	Call Type	Disposition	Location	Business Name					Reporting Party				
								Unit	Officer	Disp	Arriv	Clear	Travel	OnS	Total		
20066421	09/02/2020	12:21:44	20	0404	MEDFALL	NN	5046 LAFAYETTE RD						HARTLEY,WILLIAM				
								331		12:22	12:35	12:51	13	16	29		
								333		12:22							0
20066899	09/03/2020	22:21:07	20	0404	LOST	RO	100 PLAZA DR ' PBX	ROAD RANGER #1026					ECKMAN,PETER				
								2G5	219	22:34	22:37	22:52	3	15	18		
20067177	09/04/2020	19:59:19	20	0404	TS	B3	GILBERTVILLE RD/ LAFAYETTE RD						JEREMY FURMAN				
								2G7	239	19:59	19:59	20:52	0	53	53		
20067715	09/06/2020	11:52:48	20	0404	TS	A3	316 MCCOY RD	ELK RUN ELEMENTARY SCHOOL P#089					BEN NEUMAN				
								2G4	220	11:52	11:52	12:02	0	10	10		
20067811	09/06/2020	16:40:30	20	0404	FRAUD	NR	106 MARIE AV						LARUE,BRITNEY				
								2G5	219	16:42		17:36				54	
								2G5	219	17:36	17:38	17:50	2	12	14		
20067994	09/07/2020	04:40:41	20	0404	TS	G5	LAFAYETTE RD/ MC COY RD						JEREMY FURMAN				
								2G7	239	04:40	04:40	05:54	0	74	74		
								7K20	S6173	04:46	04:48	05:13	2	25	27		
								7S45	I8870	04:45		04:46			1		
20068126	09/07/2020	17:29:02	20	0404	MEDUNCON	AS	113 JACKIE AV						LIFELINE				
								2G5	219	17:31	17:32	17:44	1	12	13		
								305		17:29	17:36	18:00	7	24	31		
								332		17:29	17:38	18:08	9	30	39		
20068290	09/08/2020	11:01:46	20	0404	FRAUD	RI	117 JACKIE AV						CLEMENSEN,SLYVIA				
								2K2	207	11:11	11:15	11:32	4	17	21		
20068463	09/09/2020	00:35:26	20	0404	SUSP	NF	300-BLK MCCOY RD	MAYOR PARK					JEREMY FURMAN				
								2G7	239	00:35	00:35	00:48	0	13	13		
20068738	09/10/2020	08:59:53	20	0404	SER	NR	165 TONEFF DR						REINHARD BOESCHEN				
								7A3	B3266	08:59	08:59	10:27	0	88	88		
								7K16	T0681	09:00	09:00	10:27	0	87	87		
20068821	09/10/2020	15:21:29	20	0404	ABANDON	NR	316 MARIE AV										
								2K2	207	15:22		15:32			10		
20068882	09/10/2020	18:10:08	20	0404	TS	EI	101 PLAZA DR	HARRISON TRUCK CENTER					JOY VANDERKOLK				
								2G6	215	18:10	18:10	18:13	0	3	3		
20068897	09/10/2020	19:05:34	20	0404	TRAFPARK	NR	5100-BLK LAFAYETTE RD						JOY VANDERKOLK				
								2G6	215	19:05	19:05	19:07	0	2	2		
20069295	09/12/2020	15:33:12	20	0404	ASSIST	AS	5202 LAFAYETTE RD	CASEYS GENERAL STORE-ELK RUN					SCHMIT,EVELYN				
								2G4	220	15:33	15:41	15:52	8	11	19		

Call #	Date	Time	Area	Grid	Call Type	Disposition	Location	Business Name					Reporting Party		
								Unit	Officer	Disp	Arriv	Clear	Travel	OnS	Total
20069731	09/13/2020	22:47:39	20	0404	TS	A1	100 PLAZA DR	ROAD RANGER #1026					MATTHEW ISLEY		
								7G45	18870	22:47	22:47	22:54	0	7	7
20069756	09/14/2020	01:07:27	20	0404	FALARMCM	AS	133 GILBERTVILLE RD						OHARRA,CODY		
								2G7	239	01:11	01:14	01:43	3	29	32
								305		01:08	01:15	01:44	7	29	36
20069845	09/14/2020	11:59:40	20	0404	EXTRA	XA	303 MARIE AV						WILLIAMS,ANDY & RITA WROE		
								2A1	229	12:10		12:36			26
20070043	09/15/2020	03:07:44	20	0404	TS	B5	LAFAYETTE RD/ MC COY RD						JUSTIN STAFFORD		
								2G7	239	03:08	03:13	03:32	5	19	24
								7K20	S6173	03:07	03:07	04:28	0	81	81
20070048	09/15/2020	03:53:48	20	0404	SUSP	NR	300-BLK MCCOY RD	MAYOR PARK					JEREMY FURMAN		
								2G7	239	03:53	03:53	04:03	0	10	10
20070284	09/16/2020	01:31:33	20	0404	TS	WA	300-BLK MCCOY RD	MAYOR PARK					JEREMY FURMAN		
								2G7	239	01:31	01:31	01:37	0	6	6
20070598	09/16/2020	23:32:07	20	0404	SUSP	WA	300-BLK MCCOY RD	MAYOR PARK					JEREMY FURMAN		
								2G6	215	23:37	23:43	23:43	6	0	6
								2G7	239	23:32	23:32	23:46	0	14	14
20071201	09/18/2020	23:36:53	20	0404	MEDUNCON	AS	434 AMBER LN						CROSS,E K'AL'		
								2G6	215	23:39	23:47	23:59	8	12	20
								305		23:37	23:44	23:56	7	12	19
								332		23:37	23:45	00:22	8	37	45
20071457	09/19/2020	21:02:44	20	0404	TRAFOWI	NR	GILBERTVILLE RD/ PLAZA DR						UNK MALE		
								2G5	219	21:03		21:06			3
								7S45	I8870	21:05		21:28			23
20071709	09/20/2020	17:25:38	20	0404	WARRANT	AS	LAFAYETTE RD/ MC COY RD						HENZE,SHIRLEY		
								2G5	219	17:31	17:34	19:12	3	98	101
								301B	H3755	17:43		18:21			38
								7G64	R4250	18:03		18:23			20
								7N54	S5043	17:38	17:55	18:23	17	28	45
								7S63	O7050	17:39	17:47	18:23	8	36	44
20071889	09/21/2020	10:20:27	20	0404	SUSP	NR	300-BLK MCCOY RD	MAYOR PARK					BEN NEUMAN		
								2G4	220	10:20	10:20	10:28	0	8	8
20072165	09/22/2020	09:23:51	20	0404	TS	D3	ELK RUN ST/ MC COY RD						BEN NEUMAN		
								2G4	220	09:23	09:23	09:34	0	11	11
20072402	09/23/2020	02:29:13	20	0404	WARRANT	UN	300-BLK MCCOY RD	MAYOR PARK					JEREMY FURMAN		
								2G7	239	02:29	02:29	03:41	0	72	72
20072427	09/23/2020	06:45:22	20	0404	TS	D1	GILBERTVILLE RD/ GRAY ST						JEREMY FURMAN		
								2G7	239	06:45	06:45	06:49	0	4	4
20072441	09/23/2020	08:01:59	20	0404	VANDALIS	XA	643 MCCOY RD						CLEMEN,LATISHA		
								2K2	207	08:02	08:13	08:20	11	7	18

Call #	Date	Time	Area	Grid	Call Type	Disposition	Location	Business Name						Reporting Party		
								Unit	Officer	Disp	Arriv	Clear	Travel	OnS	Total	
20072602	09/23/2020	18:29:04	20	0404	MEDFALL*	GA	5202 LAFAYETTE RD	CASEYS GENERAL STORE-ELK RUN						HOWARD,DANA		
								238		18:29		18:33				4
								2G4	220	18:33	18:35	18:38	2	3	5	
								332		18:35		18:38			3	
20072854	09/24/2020	15:09:54	20	0404	TRAFPARK	NR	316 MCCOY RD	ELK RUN ELEMENTARY SCHOOL P#089						ELAINE		
								2K2	207	15:10		15:34				24
20072855	09/24/2020	15:15:04	20	0404	TRAFPARK	DC	316 MCCOY RD 'PBX	ELK RUN ELEMENTARY SCHOOL P#089						ELAINE		
20072882	09/24/2020	16:52:34	20	0404	ASSIST	NR	316 MCCOY RD	ELK RUN ELEMENTARY SCHOOL P#089						CHENGARY,WILLIAM		
								2G6	215	17:19	17:34	18:00	15	26	41	
20072883	09/24/2020	16:54:45	20	0404	TRAFMOVI	BI	GILBERTVILLE RD/ LAFAYETTE RD							SCHUTTE,ROB		
								2G6	215	16:55	17:01	17:18	6	17	23	
20073244	09/25/2020	20:26:16	20	0404	SUSP	NF	145 MICHIGAN DR							WERNING,MADISON		
								7N72	W3592	20:27	20:30	20:40	3	10	13	
20073285	09/25/2020	22:17:17	20	0404	FIREWORK	XA	ELK RUN ST/ MC COY RD							REFUSED		
								2G6	215	22:29	22:30	22:34	1	4	5	
20073294	09/25/2020	22:38:35	20	0404	MEDSICK	NN	215 MICHIGAN DR							HEIDEMAN,DEAN G		
								332		22:39	23:02	23:28	23	26	49	
20073332	09/26/2020	00:27:02	20	0404	TS	A3	ELK RUN ST/ GILBERTVILLE RD							CASSIDY DIETZ		
								2G5	219	00:27	00:27	00:28	0	1	1	
20073687	09/27/2020	03:46:27	20	0404	DISORDER	AS	421 GILBERTVILLE RD							ROSTER,JENNIFER		
								2G6	215	03:47	03:48	04:20	1	32	33	
20073879	09/28/2020	00:34:40	20	0404	SUSP	WA	300 MCCOY RD	KIDS CITY PARK						JOY VANDERKOLK		
								2G6	215	00:34	00:34	00:40	0	6	6	
20073939	09/28/2020	09:46:39	20	0404	TS	D3	300-BLK MCCOY RD	MAYOR PARK						BEN NEUMAN		
								2G4	220	09:46	09:46	09:56	0	10	10	
20074423	09/30/2020	03:26:14	20	0404	TS	E1	GILBERTVILLE RD/ LAFAYETTE RD							MATTHEW ISLEY		
								7N45	I8870	03:26	03:26	03:30	0	4	4	

Total Number of Calls: 42

Citation #	Date Issued	Issued To	Typ	License	Charge	Grid
28002202009061154524	09/06/2020	SCRIBNER, DAKOTA THOMAS	T	IQM646	ERH10.04.160	0404
28002152009161836134	09/16/2020	LOWERY, BROOKLIN DAWN	T		ER/10.04.120(D)	0404
28002152009161827273	09/16/2020	LOWERY, BROOKLIN DAWN	T		ER/10.04.120(3)	0404
28002202009220925485	09/22/2020	MCKENNA, JESSICA FAITH	T	IZL707	ERH10.04.160	0404
28002152009241954066	09/24/2020	HAMMARGREN, TAYLOR KAY	T	GVX712	ERH10.04.160	0404
28002192009260019549	09/26/2020	JONES, JACKSON ADAM	T	IAH987	ER/10.04.120(3)	0404
28002202009280949196	09/28/2020	WATSON, SAMANTHA CLAIRE	T	IPB908	ERH10.04.160	0404

## Evansdale Patrol Time - Elk Run Heights

Week Of	Hours	Distance	Average Hours/Week	30.6
8/30/2020	25.8	160.1		
9/6/2020	32.5	112.0		
9/13/2020	32.5	112.0	Average Miles/Week	128.0
9/20/2020	31.4	134.9		
9/27/2020	37.3	136.4		
10/4/2020	24.3	112.5		
10/11/2020				
10/18/2020				
10/25/2020				
11/1/2020				
11/8/2020				
11/15/2020				
11/22/2020				
11/29/2020				
12/6/2020				
12/13/2020				
12/20/2020				
12/27/2020				
1/3/2021				
1/10/2021				
1/17/2021				
1/24/2021				
1/31/2021				
2/7/2021				
2/14/2021				
2/21/2021				
2/28/2021				
3/7/2021				
3/14/2021				
3/21/2021				
3/28/2021				
4/4/2021				
4/11/2021				
4/18/2021				
4/25/2021				
5/2/2021				
5/9/2021				
5/16/2021				
5/23/2021				
5/30/2021				
6/6/2021				
6/13/2021				
6/20/2021				
6/27/2021				

This sheet will auto-calc as numbers are added. Once the Patrol hours reach 23hrs or below, it will flag in yellow. 23 hrs was used as a basic gauge to allow 2 hours per week of administration time for Elk Run Heights.

## Position Description

<b>Position Title:</b> Maintenance	<b>Department:</b> Public Works
<b>Reports to:</b> Mayor and Council	<b>Supervises:</b> None
<b>FLSA Status:</b> Non-exempt	<b>Dates Revised:</b> 10/20

### **Position Summary**

- Operates motorized equipment and constructs public works projects and other City property; handles and operates a variety of hand and power tools and equipment; performs routine duties related to the care and maintenance of City property, including buildings, streets, and parks.

### **Essential Duties and Responsibilities**

- Operates heavy, complex motorized equipment including, tractor, dump truck, power riding mower, trimmer/edger, chainsaw, snow removal equipment and other City property.
- Responsible for snow plowing of city streets.
- Performs all maintenance, cleaning and repair functions necessary to maintain city parks, city hall and other municipal buildings.
- Maintain and repair playground equipment.
- Performs manual labor related to construction, maintenance, and repair of City streets.
- Performs routine service and maintenance on assigned equipment including greasing, washing, and waxing.
- Assists in Water and Wastewater Department as needed.
- Perform errands for clerk's office.
- Completes daily, weekly and monthly checklists on building equipment maintenance procedures and maintains records of scheduled maintenance procedures.
- Ability to be on call for emergency situations.

### **Organizational Responsibilities**

- Applies high ethical standards, such as honesty, responsibility, and trustworthiness, at all times.
- Demonstrates a high level of initiative, effort, attention to detail, and commitment by completing assignments in a timely and effective manner.
- Provides friendly, prompt customer service at all times, to both internal and external customers.
- Facilitates cooperation, trust, and teamwork with coworkers, supervisors, and other employees throughout the organization.
- Follows organizational policies and procedures with minimal supervision, and complies with all applicable local, state, and federal regulations as they relate to each job.
- Completes all required safety trainings/classes in a timely manner.

### **Requirements**

#### *Knowledge, Skills, and Abilities*

- Must have the ability to manage multiple projects and prioritize workload in a timely and effective manner.
- Must be able to communicate effectively using both written and oral methods.

#### *Education and Experience*

- Must possess a High School Diploma or equivalent.
- Must possess and maintain a valid Iowa Driver's License and Class A CDL .
- Must have a minimum of one year of job related experience including driving/operating snow removal equipment.

*Physical, Mental, and Visual Effort*

- The reasoning demands in this job are most characterized by following oral or diagrammatic instructions; dealing with several variables.
- The language demands in this job are most characterized by reading instructions; speaking clearly and distinctly, with appropriate pauses and pronunciation.
- The mathematical demands in this job are most characterized by using simple addition and subtraction.
- Regularly required to lift, carry, push, pull, turn, stoop, kneel, crouch, reach, handle, finger, twist, grasp, throw, stand, walk, sit, speak, see, hear, smell, taste and touch.
- Occasionally required to climb and/or crawl.
- Frequently required to drive/operate power riding mower, trimmer/edger snow removal equipment and variety of manual and power hand tools.
- Must be able to exerting twenty (20) to fifty (50) pounds of force occasionally; and/or ten (10) to twenty-five (25) pounds of force frequently; and/or greater than negligible up to ten (10) pounds of force on a regular basis to lift, carry, push, pull, or otherwise move objects, including the human body.
- When performing manual labor, the job can be rated heavy work. Must be able to exert fifty (50) to 100 pounds of force occasionally; and/or twenty-five (25) to fifty (50) pounds of force frequently; and/or ten (10) to twenty (20) pounds of force on a regular basis to move objects.
- Regularly communicates with others through speaking and listening.
- Requires close vision and the ability to adjust focus; also requires some distant vision.

**Working Conditions**

- Frequently required to work outside with exposure to heat, cold, sudden temperature change, wetness, dust, dirt, odors and noise.
- Regular exposure to hazards including vibration, machinery, moving objects; occasional exposure to hazards including burns, explosives, chemicals.

**Disclaimer**

The above information is intended to describe the general nature and level of work to be performed by employees in this position. It is not intended to be an exhaustive list of all duties, responsibilities, requirements, and working conditions. The company reserves the right to change or assign other duties to this position as needed and as deemed appropriate. Employees holding this position will be required to perform any other job related duties requested by management. Reasonable accommodations may be made as needed for employees to perform the essential duties and responsibilities and meet the requirements of the position. Except for employees covered by Civil Service and/or a collective bargaining agreement, City of Elk Run Heights employees are considered at-will employees. An employee may terminate his/her employment at any time and the City may also terminate the employee's employment at any time. Unless otherwise provided by contract or law, all employment with the City of Elk Run Heights is to be considered "at-will".

**Employee Acknowledgement**

I have carefully read and understand the contents of this position description. I understand the duties, responsibilities, requirements, and working conditions. I also understand that this is not necessarily an exhaustive list of duties, responsibilities, requirements, and working conditions associated with the position. While this list is intended to be an accurate reflection of the current position, I understand that the employer reserves the right to revise the duties and responsibilities of the position or to require that additional or different tasks be performed. I understand that I may be required to work overtime, as well as different shifts or hours outside the normally defined workday or workweek.

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Department Head: \_\_\_\_\_

Date: \_\_\_\_\_

## Elk Run Heights Position Description

<b>Position Title:</b> City Clerk	<b>Department:</b> Administration
<b>Reports to:</b> Mayor	<b>Supervises:</b> Deputy City Clerk
<b>FLSA Status:</b> Exempt	<b>Dates Revised:</b> 10/20

### Position Summary

- Plans, organizes, provides oversight to and participates in all City Clerk functions as delineated in the Elk Run Heights Municipal Code and Code of Iowa

### Essential Duties and Responsibilities

- Wait on customers, provide information.
- Answers phone and handle complaints or forward to appropriate party.
- Prepare quarterly utility billing.
- Receipt utility payments.
- Handle new customer move-ins, collecting utility deposits.
- Handle customer move-outs.
- Deal with delinquent accounts and assure payments.
- Prepares City Council agenda packets, including coordinating and reviewing agenda material, finalizing agendas, overseeing distribution of the packets.
- Attend council meetings.
- Perform research for Mayor and council as directed.
- Prepares all monthly financial reports.
- Prepares resolutions and ordinances as needed.
- Prepares accounts payable and monthly bills.
- Performs follow-up activities resulting from Council meetings, including the transcription and publication of minutes, ordinances, resolutions, and any other public notices required by law.
- Post or publish public notices as required.
- Responsible for all account's receivables.
- Responsible for daily deposits.
- Prepares monthly bank reconciliation.
- Handles all banking transactions.
- Handle CD's and investments.
- Prepare/revise forms or contracts.
- Prepare Annual Financial report and file with state.
- Prepare Annual Road Use report and file with state.
- Prepare Urban Renewal Report and file with state.
- Processes applications for Iowa Beer and Liquor Licenses to comply with City ordinances and state regulations.
- Work with city engineer, city attorney and auditor.
- Maintain city website.
- Manage city email correspondence.
- Issues and maintains record of cigarette licenses and peddler permits.
- Supervises and maintains City official records.
- Oversees maintenance of the filing system.
- Oversees City's Municipal Code ensuring timely update and proper ordinance codification.
- Serves as the City's Election Official.
- Administers oath of City Council and maintains custody of City seal.
- Monitors contracts and other agreements. Schedule renewal process to ensure continued services.
- Perform secretarial duties for Planning & Zoning Commission and Board of Adjustments.
- Zoning Administrator.

- Prepare variance applications.
- Maintains records of meetings, schedule of meetings, and appointments to various boards and commissions.
- Maintains personnel records of all City employees; processes job classification changes and pay increases.
- Handle and process paperwork for new employees.
- Prepare and process payroll and payroll taxes.
- Verify time sheets and track PTO time.
- Prepare employee W-2's.
- Publish calendar wages for employees and elected officials.
- File 1099's.
- File annual motor fuel tax refund to IDOT.
- Prepares and file employee work injury reports with insurance company; files property, vehicle, and equipment insurance claims; file claims against the City.
- Prepares and posts the log summary of occupational injuries/illnesses.
- Prepare City budget.
- Assembles City budget and coordinates delivery to Department of Management and County Auditor.
- Recommends changes and assembles personnel policies and procedures.
- Picks-up and sorts the daily City Hall mail.
- Types letters and correspondence for Mayor's office; signs paperwork as needed.
- Attends safety committee meetings, prepares and distributes minutes, and maintains safety library.
- Prepare city newsletter.
- Responsible for community room bookings.
- Responsible for cleaning and stocking community room.
- Maintains Labor Law posters for the City.
- Assists Bonding Attorney with Bond Proceedings.
- Assists in the implementation and conversion of new operating systems.
- Oversees maintenance of and obtains fleet title and registration documentation.
- Oversees operations and maintenance contract for copier equipment.
- Ensures legal documents are sent to the City's Council and debt certified to County Auditor.
- Acts as Notary Public and performs related work as required.
- Assists Building Inspector; sending out permits, keeping of spreadsheet, prepare billing, and taking payments.
- Serves as Health Insurance Administrator.
- Issue pet licenses.
- Order and maintain office supplies.
- General Housekeeping.
- Oversees Deputy City Clerk.
- Employees in this job class will be expected to perform other job-related duties when it can be reasonably implied that such duties do not fundamentally change the basic requirements, purpose, or intent of the position

### **Organizational Responsibilities**

- Applies high ethical standards, such as honesty, responsibility, and trustworthiness, at all times.
- Demonstrates a high level of initiative, effort, attention to detail, and commitment by completing assignments in a timely and effective manner.
- Provides friendly, prompt customer service at all times, to both internal and external customers.
- Facilitates cooperation, trust, and teamwork with coworkers throughout the organization.
- Follows organizational policies and procedures with minimal supervision, and complies with all applicable local, state, and federal regulations as they relate to each job.
- Completes all required safety trainings/classes in a timely manner.

### **Requirements**

*Knowledge, Skills, and Abilities*

- Must have the ability to perform a variety of business office tasks and use a wide variety of procedures.
- Must exercise good judgment and be able to assemble and analyze data, handle office routines.
- Must be able to provide answers in response to many programs and services.
- Must have the ability to manage multiple projects and prioritize workload in a timely and effective manner.
- Must be able to communicate effectively using both written and oral methods.
- Must possess knowledge of Microsoft Word, Excel, Outlook, Power Point, and other software and have the ability to learn other software programs as needed.
- Must have good organizational skills.

*Education and Experience*

- Must possess High School Diploma or equivalent; Associate degree in office/secretarial program is preferred.
- Must complete the Municipal Clerk’s Institute.
- Previous governmental experience preferred.
- Previous office/secretarial/accounting experience is required.
- Must possess and maintain a valid Iowa driver’s license.

*Physical, Mental, and Visual Effort*

- Primarily required to sit, with occasional standing and walking.
- Regularly uses hands and fingers to operate basic office equipment, including computer, telephone, copier, and fax machine.
- Regularly communicates with customers and the public through speaking and listening.
- Requires close vision and the ability to adjust focus; also requires some distant vision.

**Working Conditions**

- Primarily works in an office environment with controlled temperatures and limited exposure to loud noises or unusual smells.

**Disclaimer**

The above information is intended to describe the general nature and level of work to be performed by employees in this position. It is not intended to be an exhaustive list of all duties, responsibilities, requirements, and working conditions. The company reserves the right to change or assign other duties to this position as needed and as deemed appropriate. Employees holding this position will be required to perform any other job related duties requested by management. Reasonable accommodations may be made as needed for employees to perform the essential duties and responsibilities and meet the requirements of the position. Except for employees covered by Civil Service and/or a collective bargaining agreement, City of Elk Run Heights employees are considered at-will employees. An employee may terminate his/her employment at any time and the City may also terminate the employee’s employment at any time. Unless otherwise provided by contract or law, all employment with the City of Elk Run Heights is to be considered “at-will”.

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Employee’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Department Head: \_\_\_\_\_

Date: \_\_\_\_\_

## Elk Run Heights Position Description

<b>Position Title:</b> Deputy City Clerk	<b>Department:</b> Administration
<b>Reports to:</b> City Clerk, Mayor, Council	<b>Supervises:</b> City Clerk
<b>FLSA Status:</b> Exempt	<b>Dates Revised:</b> 10/20

### Position Summary

- Provides secretarial/administrative support to the City Administrator and City Clerk. Acts as the City Clerk in his/her absence.
- Part-time

### Essential Duties and Responsibilities

- Responsible for relieving the City Clerk of routine daily work, as needed and as assigned.
- Responsible for filing.
- Responsible for quarterly utility billing.
- Handle new customer move-ins, collecting utility deposits.
- Handle customer move-outs.
- Responsible for daily receipting.
- Responsible for daily deposits.
- Assists City Clerk in preparing City Council agenda packets.
- Prepares accounts payable in absence of City Clerk.
- Prepares payroll in absence of City Clerk.
- Assist clerk in preparing city newsletter.
- Assists City Clerk in ensuring publication of minutes, ordinances, and any other public notices required by law.
- Assists City Clerk in maintaining records of meetings.
- Answers routine questions by phone and in person; directs special requests to appropriate party.
- Handles complaints.
- Acts as Notary Public and performs related work as required.
- Assists in maintaining office supplies.
- Assists Building Inspector; sending out permits, keeping of spreadsheet, prepare billing, and taking payments.
- Issue pet licenses.
- Type's letters and correspondence.
- Process materials such as letters, memos and reports.
- Respond to customers emails.
- Assist in implementation and conversion of new operating systems.
- Utilizes personal computers, common business equipment, and various software applications as they pertain to each job.
- Responsible for community room bookings.
- Responsible for cleaning and stocking community room.
- General Housekeeping.
- Employees in this job class will be expected to perform other job-related duties when it can be reasonably implied that such duties do not fundamentally change the basic requirements, purpose, or intent of the position

### Organizational Responsibilities

- Applies high ethical standards, such as honesty, responsibility, and trustworthiness, at all times.
- Demonstrates a high level of initiative, effort, attention to detail, and commitment by completing assignments in a timely and effective manner.

- Provides friendly, prompt customer service at all times, to both internal and external customers.
- Facilitates cooperation, trust, and teamwork with coworkers, supervisors, and other employees throughout the organization.
- Follows organizational policies and procedures with minimal supervision, and complies with all applicable local, state, and federal regulations as they relate to each job.

## **Requirements**

### *Knowledge, Skills, and Abilities*

- Must have the ability to perform a variety of business office tasks and use a wide variety of procedures
- Must exercise good judgment and be able to assemble and analyze data, handle office routines.
- Must be able to provide answers in response to many programs and services
- Must have the ability to manage multiple projects and prioritize workload in a timely and effective manner.
- Must be able to communicate effectively using both written and oral methods.
- Must possess knowledge of Microsoft Word, Excel, Outlook, Power Point, and other software and have the ability to learn other software programs as needed.

### *Education and Experience*

- Must possess High School Diploma or equivalent; Associate degree in office/secretarial program is preferred.
- Previous office/secretarial experience is required.
- Must possess and maintain a valid Iowa driver's license.
- Previous experience with city government preferred

### *Physical, Mental, and Visual Effort*

- Primarily required to sit, with occasional standing and walking.
- Regularly uses hands and fingers to operate basic office equipment, including computer, telephone, copier, and fax machine.
- Regularly communicates with customers and the public through speaking and listening.
- Requires close vision and the ability to adjust focus; also requires some distant vision.

## **Working Conditions**

- Primarily works in an office environment with controlled temperatures and limited exposure to loud noises or unusual smells.

## **Disclaimer**

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Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Department Head: \_\_\_\_\_

Date: \_\_\_\_\_

**Applicant License Application ( LC0033580 )**

<b>Name of Applicant:</b>	<u>Great American Real Food Fast.</u>		
<b>Name of Business (DBA):</b>	<u>Junie's Restaurant</u>		
<b>Address of Premises:</b>	<u>I-380 Exit 68</u>		
<b>City</b>	<u>Elk Run Heights</u>	<b>County:</b>	<u>Black Hawk</u> <b>Zip:</b> <u>50707</u>
<b>Business</b>	<u>(319) 833-8021</u>		
<b>Mailing</b>	<u>132 Riverside Ave</u>		
<b>City</b>	<u>Bristol</u>	<b>State</b>	<u>CT</u> <b>Zip:</b> <u>06010</u>

**Contact Person**

<b>Name</b>	<u>Stephanie Bennett</u>		
<b>Phone:</b>	<u>(860) 747-6782</u>	<b>Email</b>	<u>stephanie@132riverside.com</u>

**Classification** Class C Liquor License (LC) (Commercial)

**Term:**12 months

**Effective Date:** 11/18/2020

**Expiration Date:** 11/17/2021

**Privileges:**

Class C Liquor License (LC) (Commercial)

Sunday Sales

**Status of Business**

<b>BusinessType:</b>	<u>Privately Held Corporation</u>		
<b>Corporate ID Number:</b>	<u>XXXXXXXXXX</u>	<b>Federal Employer ID</b>	<u>XXXXXXXXXX</u>

**Ownership**

**Michael Ouimet**

**First Name:** Michael **Last Name:** Ouimet  
**City:** Farmington **State:** Connecticut **Zip:** 06032  
**Position:** Owner  
**% of Ownership:** 100.00% **U.S. Citizen:** Yes

**Lisa Ouimet**

**First Name:** Lisa **Last Name:** Ouimet  
**City:** Farmington **State:** Connecticut **Zip:** 06032  
**Position:** Owner  
**% of Ownership:** 0.00% **U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b>	<u>Scottsdale Insurance Company</u>
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**Policy Effective Date:**

**Policy Expiration**

**Bond Effective**

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Temp Transfer Effective**

**Temp Transfer Expiration Date:**

**RESOLUTION 3035**

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

ACTUALLY CLEAN	COMM RM CARPET CLEANING	125.00
AGVANTAGE	SPRAYING STUMPS ON DUBUQUE RD	109.29
AUTO PLUS	RU EQUIPMENT WIPER BLADES	33.15
	RU GREASE	14.45
	<b>VENDOR TOTAL</b>	<b>47.60</b>
BLACK HAWK ELECTRICAL	WWTP ELECTRICAL REPAIRS/HEATER	126.13
BMC AG	RU-ROADSTONE DBQUE RD SHOULDER	2,647.11
CALHOUN-BURNS & ASSOCIATE	BRIDGE INSPECTION/LAFAYETTE RD	747.50
CHAMPION SALT	SALT	369.07
CJ COOPER & ASSOC	DRUG TESTING	71.00
COURIER	ORDIANCE 266	19.11
	OCT 13 MTG CLAIMS	234.40
	PUBLIC HEARING 4 SALE OF PRPTY	14.08
	<b>VENDOR TOTAL</b>	<b>267.59</b>
EASTMAN, JULIE	CELL PHONE REIMBURSEMENT	40.00
	MILEAGE RMBRSEMNT/JULIE	188.26
	FOOD/IMFOA CONF/JULIE	30.61
	<b>VENDOR TOTAL</b>	<b>258.87</b>
ELAN CARDMEMBER SRV	RU-FUEL/ROAD RANGER	64.08
	RU-FUEL/ROAD RANGER	80.00
	RU-FUEL/ROAD RANGER	43.15
	RU-BATTERY CHARGER/HARBOR FRT	27.98
	LS-PLAZA/REBAR LOOP TIES/MENARDS	51.89
	RU-FUEL/ROAD RANGER	50.00
	CH-FIRST CLASS MAIL/USPS	6.95
	CH-ONLINE SERVICES/MICROSOFT	35.00
	CH-ONLINE SERVICES/MICROSOFT	25.00
	RU-QUERIES/REPORTING/FMCSA D&A	12.50
	CH-VIDEO CALL SERVICE/ZOOM	16.04
	CH-BUDGET WORKSHOP/IA LEAGUE	25.00
	CH-HOTEL STAY IMFOA/HOLIDAY INN	201.60
	<b>VENDOR TOTAL</b>	<b>639.19</b>
ELECTRIC PUMP	LS-SERVICE CALL/PLAZA DR	1,079.70
	LS-PUMP REPAIRS/SUTTON	705.99
	SUTTON LIFTSTATION	13,541.14
	<b>VENDOR TOTAL</b>	<b>15,326.83</b>
FRICKSON BROS EXCVTING	ST-WATERLINE REPAIR	1,780.00
	ST-ROCK SHOULDER OF DUBUQUE RD	1,500.00
	<b>VENDOR TOTAL</b>	<b>3,280.00</b>
GOINZ GRAF-X	GOLF CART/ATV DECALS	75.00
gWorks	ANNUAL LICENCE FEE & SUPPORT	3,267.20
KRISTI LUNDY	CELL PHONE REIMBURSEMENT	40.00
LYNCH DALLAS	LEGAL-ATTORNEY	1,231.50
MANATTS	LS-CONCRETE SLAB/PLAZA DR	511.50
MEDIACOM	PHONE SERVICE	79.35
MIDWEST PATCH	COLD PATCH	772.80
NUTRI-JECT SYSTEMS	SLUDGE HAULING/PUMP RENTAL	6,615.00
PEOPLESERVICE	DECEMBER 2020 SERVICES	11,700.00
PPG PAINTS	RU-PAINT/LINE TRUCK BOX	63.95

QUALITY PUMP & CONTROL	WWTP-PUMP REPAIR	937.00
ROBERTS STEVENS PRENDERGAST	LEGAL SERVICES	625.00
STAPLES	CH-CALCULATOR	14.87
TEDS HOME & HRDWRE	FOR SALE SIGN	5.98
	WWTP-SPLYS TO REPAIR ROOF	25.98
	<b>VENDOR TOTAL</b>	<b>31.96</b>
THE SLED SHED	PK-SHARPEN CHAIN/CHAIN LOOP	28.95
	PK-CHAIN LOOP	13.95
	PK-SHARPEN CHAINS	37.00
	<b>VENDOR TOTAL</b>	<b>79.90</b>
THOMAS JAMES	CELL PHONE REIMBURSEMENT	40.00
UTILITY EQUIPMENT	WT-GVILLE RD/ELK RUN WT MN RPR	1,027.00
	RU-GVILLE RD/ELK RUN CULVERT	207.60
	WT-GVILLE RD/ELK RUN WT MN RPR	143.00
	WT-REPAIR GVILLE/JACKIE	838.50
	<b>VENDOR TOTAL</b>	<b>2,216.10</b>
WILLETT HOFMANN & ASSOC	ENGINEER	75.00
YOUNG PLUMBING & HEATING	WWTP REPAIR HEATER	252.50
	<b>TOTAL BILLS:</b>	<b>52,643.81</b>
	001 GENERAL	6,415.18
	110 ROAD USE TAX	6,853.63
	600 WATER	6,168.17
	610 SEWER	33,206.83
	<b>TOTAL FUNDS</b>	<b>52,643.81</b>
	<b>OCTOBER PAYROLL:</b>	
	BIWEEKLY PAYROLL	7,249.98
	EFTPS	2,262.33
	<b>TOTAL PAYROLL:</b>	<b>9,512.31</b>
<b>PREPAYS</b>		
5697 JOHNS, CHRISTOPHER	UTILITY DEPSOIT REFUND	48.61
5698 MILKS, HUNTER	UTILITY DEPSOIT REFUND	78.00
5699 OESTREICH, ARCHIE	UTILITY DEPSOIT REFUND	44.51
5700 SPERFSLAGE, NICOLE	UTILITY DEPSOIT REFUND	21.05
5701 TURNER, SIDNEY	UTILITY DEPSOIT REFUND	4.66
5702 CITY OF EVANSDALE	LIBRARY/POLICE/BRIDGE INSPECTION	14,887.39
5703 MSA	APPLICATION FEE/DNR/WWRP	100.00
5704 COLONIAL LIFE	LIFE INSURANCE	79.94
5705 CASEY'S	FUEL	46.21
5706 MID AMERICAN	UTILITIES	2,467.45
5707 WATERLOO WATER	UTILITIES	4,733.58
5708 WELLMARK	HEALTH INSURANCE	1,926.56
DRAFT IPERS	RETIREMENT	1,573.36
DRAFT BANK FEE	OCT ACH FEE	15.00
	<b>TOTAL PREPAYS:</b>	<b>26,026.32</b>

**PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF ELK RUN HEIGHTS, IOWA ON THIS 10TH DAY OF NOVEMBER 2020**

**ATTEST:**

\_\_\_\_\_  
Kristi Lundy, Mayor

\_\_\_\_\_  
Julie Eastman, City Clerk

**RESOLUTION 3036**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK RUN HEIGHTS, IOWA AUTHORIZING THE MAYOR TO SIGN AN AMENDED 28E AGREEMENT WITH THE CITY OF RAYMOND TO MANAGE THEIR OWN RESPECTIVE WASTE AND SEWER CONVEYANCE SYSTEMS AND OPERATE A JOINT WASTE TREATMENT PLANT**

**WHEREAS**, the City of Elk Run Heights is desirous of combing with the City of Raymond to operate a joint waste treatment plant;

**WHEREAS**, the City of Raymond is agreeable to rendering, such service on the terms and conditions hereinafter set forth; and

Per Attached Agreement

**WHEREAS**, the City of Elk Run Heights and the City of Raymond are in agreement that the term of the agreement shall be whichever is greater between the term of the loan necessary for the construction of the waste water treatment plant facilities or 25 years and shall automatically renew for a period of five (5) years thereafter, unless either party gives written notice of termination of the contract six (6) months before the termination date.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Elk Run Heights, Iowa, authorizes the Mayor to sign said amended 28E Agreement with the City of Raymond.

**PASSED AND ADOPTED THIS 10<sup>TH</sup> DAY OF NOVEMBER 2020**

**ATTEST:**

\_\_\_\_\_  
**Kristi Lundy, Mayor**

\_\_\_\_\_  
**Julie Eastman, City Clerk**

# **AMENDMENT to 28E AGREEMENT**

## **Between the Iowa Cities of Elk Run Heights and Raymond Providing for Waste Treatment System Construction and Operation**

This Agreement is made and entered into between and among the City of Raymond, Iowa, and the City of Elk Run Heights, pursuant to Chapter 28E of the Code of Iowa.

This Agreement has been modified from the original amendment to the 28E agreement and reflects a substituted 28E agreement approved by both Elk Run Heights and Raymond.

## **ARTICLE I – GENERAL BACKGROUND**

Elk Run and Raymond entered an Agreement on November 14, 1978, to manage their own respective waste and sewer conveyance systems and operate a joint waste treatment plant pursuant to Iowa Code 28E. The municipalities adopted By-Laws for the management on June 4, 1997. The Cities, under Iowa DNR guidance, have determined that said plant is nearing the end of its useful life and it is necessary to construct a new Wastewater treatment plant.

The Cities agree to amend their existing 28E Agreement as set forth herein and agree to construct a new wastewater treatment facility:

- 1) To be in compliance with current and foreseeable IDNR requirements,
- 2) To meet the expected growth and development needs of their respective communities,
- 3) To assure economical operation of this essential municipal service, and
- 4) To assure orderly and efficient management of the facility.

The wastewater treatment facility improvements shall be herein defined as those improvements that are located within the confines of the property of the wastewater treatment facility, and as such shall provide benefit to both communities.

Each municipality shall be equitable owner in common with the other municipality of the wastewater treatment facility and of any conveyance sewers, which serve the facility for the benefit of both Municipalities.

Legal ownership of the sewage treatment facility is vested in Elk Run Heights in that the facility will be located within the municipal boundaries, however the facility shall be subject to the terms and obligations of this Agreement for the benefit of both Cities as Equitable Owners. As legal owner of the treatment plant, the city of Elk Run Heights shall have the responsibility to meet all permit requirements, including monthly operating reports (MOR) to the DNR and any EPA requirements such as land application and pretreatment.

The cities understand that mutual cooperation is required in order to achieve the efficiencies and benefits of operating a joint waste treatment plant and that the Waste Treatment Plant is dependent on the budget process, financial commitment and system management and maintenance by each City necessary to assure stability and predictability of operation of the Waste Treatment Plant.

## **ARTICLE II – OPERATION, MAINTENANCE and USE**

1. Each municipality shall have supervision and control of the operation and maintenance of that portion of the system lying within its municipal borders and shall appoint and employ such employees and equipment, as it shall deem necessary for the proper operation and maintenance thereof. The salaries of such employees shall be fixed by the city employing the same. Raymond shall have supervision and control of the operation and maintenance of all interceptor lines (including gravity line, lift station and force main) to transport Raymond wastewater to the plant at Elk Run Heights. All operation and maintenance activities shall be in accordance with the approved Plan of Operation and Operation and Maintenance manual.

2. The budget year of the system shall commence on July 1 of each year and end on June 30 of the next succeeding calendar year. Each municipality shall prepare a tentative budget covering the cost of operation, maintenance and use of the portion of their system lying outside of the wastewater treatment facility and within said municipality. The City of Raymond shall submit a budget that includes the costs of operation, maintenance and use (including contingent plans and budget for repair or replacement) for the entire interceptor sewer extending from the City of Raymond to the treatment plant, for the next ensuing system budget year. A separate budget shall be maintained for the wastewater treatment facility that jointly serves both communities, in general conformance with Exhibit A. The Joint Contract committee shall have jurisdictional review and approval ability for the Wastewater treatment facility budget. Each City shall submit said tentative budget on or before November 30 of each year to the joint contract committee for approval. On or before December 31 of each year, the joint contract committee shall establish and approve a system budget and shall apportion the maintenance, operation and use costs among municipalities for the next ensuing system budget year beginning on July 1. Billing shall be made by each municipality for actual costs, but not in excess of the said budget, at the end of each quarter. At the time of establishing budgets, the joint contract committee shall include therein credits or debits for the proceeding year's expenditures as compared to budget payments made for such preceding year by each municipality.

3. Each municipality in such manner, as it deems appropriate, shall provide in its municipal budget for its share of the system budget and shall make appropriations accordingly. The municipal budgets as they relate to the provision of funds for the operation, maintenance,

and replacement of the treatment works, must be approvable by the Environmental Protection Agency.

4. The definition of maintenance, operation and use costs referred to throughout this agreement, shall also include “replacement” as defined in 40 CFR 35.905.17. Maintenance, operation and use costs shall include all costs necessary to utilize the system as designed to its maximum extent for the designed lifetime of the system. Maintenance, Operation and use expense shall not include expansion of the system or any part thereof because of inadequate capacity in the future.

5. The apportionment among the municipalities of the maintenance, operation and use costs of the sewage treatment plant shall be based upon the strength and volume according to the following formula: 30% weight given to Volume (Q), 30% weight given to suspended Solids (S.S.) and 40% weight is to be given to Biochemical Oxygen Demand (BOD) of the sewage delivered by each municipality each year to the treatment plant in proportion to the total volume, suspended solids and bio-chemical oxygen demand of the sewage delivered to the plant. Testing shall be as prescribed in “Standard Methods for Examination of Water and Wastewater”. Apportionment for the first year of maintenance, operation and use costs shall be by estimate and shall be apportioned by the Joint Contract Committee, based upon the schedule developed in Section 9, Article IV, attached herein.

a. The following information is given as a means of example

EXAMPLE OPERATIONAL RESULTS						
	FLOW		BOD		TSS	
	(MGD)	% of Total	(lb/d)	% of Total	(lb/d)	% of Total
CITY OF RAYMOND	0.4	33.33%	50	58.82%	30	27.27%
CITY OF ELK RUN HEIGHT	0.8	66.67%	35	41.18%	80	72.73%
TOTAL	1.2	100.00%	85	100.00%	110	100.00%

EXAMPLE COST ALLOCATION							
	FLOW		BOD		TSS		TOTAL COST SHARE
	% of Total	% Allocation	% of Total	% Allocation	% of Total	% Allocation	
CITY OF RAYMOND	33.33%	30.00%	58.82%	30.00%	27.27%	40.00%	38.56%
CITY OF ELK RUN HEIGHT	66.67%	30.00%	41.18%	30.00%	72.73%	40.00%	61.44%
TOTAL							100.00%

6. Apportionment of maintenance, operation and use costs for the lift stations outside of the confines of the Wastewater treatment plant, as may hereafter by constructed shall be towards the municipality it serves

7. In addition to the maintenance, operation and use costs (including replacement) of the sewage treatment plant, there shall be a charge for the payment of local capital costs. The payment by each city for these costs shall be determined based upon the cost apportionment procedures established in Section 9, Article IV, attached herein.

### **ARTICLE III – USE OF THE SYSTEM AND CHARGES THEREFORE**

Each Municipality agrees to comply with all applicable Federal and State statutes and regulations pertaining to the imposition of fair and equitable user charges covering the costs of construction, acquisition, operation and maintenance of the system. All municipalities shall pass and maintain the same industrial cost recovery ordinances for Significant Industrial users and provide that such systems be maintained. Both municipalities shall pass and maintain the same industrial cost recovery ordinances for Significant Industrial Users and provide that such systems be maintained at such time as an industrial sewage user connects to the system.

By means of this agreement, and as further defined within 40 CFR 403, and 567-62.1 of the Iowa Administrative Code, a Significant Industrial user is any user that connects to a sanitary sewer that will eventually be treated at the Joint Wastewater treatment plant, and meets one of the following conditions:

- 1) Discharges an average of 25,000 gallons per day or more of process wastewater excluding sanitary, noncontact cooling and boiler blowdown wastewater;
- 2) Contributes a process waste stream which makes up 5 percent or more of the Average dry weather hydraulic or organic capacity of the Wastewater treatment facility;
- 3) Is subject to Categorical pretreatment standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N; or
- 4) Is designated by the Department of Natural Resources for the State of Iowa, as a significant industrial user on the basis that the contributing industry, either singly or in combination with other contributing industries, has a reasonable potential for adversely affecting the operation of or effluent quality from the Wastewater treatment plant.

Unless otherwise agreed to by all parties on this agreement, at no point in time shall a significant industrial user be allowed to connect a sanitary sewer that will eventually convey wastewater to the wastewater treatment facility, without providing for pretreatment of said wastewater to below the standards mandated for pretreatment.

## **ARTICLE IV – METERING AND SAMPLING**

1. Flow meters and sampling stations shall be installed at the wastewater treatment facility, so as to separately measure and sample all waste from each city.

2. Either municipality shall be entitled to have flow meters or sampling stations placed at other locations. All flow and strength of wastewater entering the wastewater treatment plant shall be metered. Requests for additional stations shall be made through the Joint Contract committee who, by resolution, may order the same and who shall also determine the method and manner of installation, billing and auditing and other matters relating to the installation and use of the same. If agreed upon by resolution of the Joint Contract Committee, flow and strength measurements may be taken on a more or less frequent basis.

3. The superintendent of the sewage treatment plant shall perform all flow and strength tests necessary under this agreement. The frequency of taking composite samples shall be as directed by the Joint Contract committee. Flow meters shall be continuous flow meters. The costs associated with such tests and measurements shall be come a legitimate system expense.

4. The laboratory techniques and procedures used for determining test results shall be as set forth and mandated by the Iowa Department of Natural resources. All strength testing shall be performed by a certified laboratory.

5. All flow meters and sampling devices shall be calibrated in accordance with the manufacturer's recommendation on an annual basis. Any party of this agreement may initiate special procedures to verify that the wastewater sampler and flow meter is operating correctly. The costs of said requested additional calibration shall be borne by the requesting party.

## **ARTICLE V – JOINT CONTRACT COMMITTEE**

1. There is hereby established a Joint Contract Committee consisting of:
  - a. The Mayor of each municipality;
  - b. A member of the City Council of Each municipality;
2. The powers, duties and functions of the Joint Contract Committee shall be to:
  - a. Meet annually on or before the 30<sup>th</sup> day of November of each calendar year to determine the annual proportionate reallocation of the amortization cost of construction of the sewage treatment plant; to review and approve maintenance and operation budgets, adopt the system budget and determine the apportionment of the cost of the same among municipalities;
  - b. Review records and determine record keeping procedures;
  - c. Determine billing and payment schedules
  - d. Review and recommend any changes to this contract agreement;
  - e. Determine the method and manner of metering, sampling and testing required or permitted by this agreement;
  - f. Perform all other duties and responsibilities placed upon it by the other provisions of this contract.
3. The organization of the Joint Contract Committee shall be as follows:
  - a. The governing body of each municipality executing this joint contract shall, within 30 days from the date of execution hereof, appoint one of its members as its representative on the Joint Contract Committee. Written notice of such appointment shall be given by the clerk of each appointing municipality to the clerk of the other municipality.
  - b. The Joint Contract Committee shall adopt rules, regulations or by-laws providing for the holding and conduct of regular and special meetings of the Joint Contract Committee and containing other appropriate provisions for the transaction of business and the duties and powers of the chairman and such other officers as may be appointed, which rules, regulations or by laws may be amended by the committee from time to time. Such rules, regulations or by laws shall provide from the holding of a meeting for election of officers during the month of January of each calendar year. The Committee shall consider the existing bylaws and may adopt them. The bylaws shall not materially vary existing management practices.

c. A member of the committee may resign therefrom by giving written notice of such resignation to the chairman of the Joint Contract Committee and to the clerk of the municipality he represents. A member may be removed by the governing body which appointed him either for cause, or if such member ceases to be an officer of the municipality or a member of the appointing governing body. The governing body shall give the committee written notice of removal of its representative.

d. All aspects of the Joint Contract Committee shall be by a majority vote of the entire membership. A majority of the members shall constitute a quorum at any meeting of the committee.

## **ARTICLE VI –MISCELLANEOUS**

1. The sewer use ordinance hereinbefore referred to will set up definite limits of BOD, Suspended solids, and flow. If there is from time to time sufficient capacity in the sewage treatment plant, each municipality may reach agreement with industries to accept any flow above and beyond these definite limits provided that said agreement shall be first approved by the Joint Contract Committee which committee shall determine at the time of giving approval when such industries which have flows above the defined limits will be required to reduce their loads. If acceptance of said waste results in a waste load from one community that is higher than what is designed for that community, but not over the total design load of the wastewater treatment plant, acceptance shall only occur when both communities and the joint contract committee concur on financial remuneration of the use of that portion of the other communities assigned capacity.

2. Except for the use of facilities that may hereafter be constructed as part of a larger regional treatment system, neither municipality shall, without the consent of the other municipality, withdraw from this agreement or build, acquire or use additional treatment facilities for such period as the facilities (As expanded through the projects covered under this agreement) are anticipated to provide useful service. At no point in time may either community withdraw from this agreement until such time that their portion of the financing incurred for construction of the joint facility is paid in full. After such time any municipality may withdraw at any time upon giving one year notice within thirty (30) days prior to April 1<sup>st</sup> of any calendar year, provided however, that if at a future time the sewage treatment plant to be constructed hereunder shall be closed and abandoned, each withdrawn municipality shall be and remain liable for the cost of closing and demolishing of said plant in the same proportion as such municipality contributed to the construction thereof.

3. The books and records of each municipality pertaining to the subject matter of this agreement shall at all reasonable times be subject to inspection and audit by any other municipality.

4. The obligations of each municipality hereunder shall be specifically enforceable by any municipality upon application to the District Court in and for Black Hawk county, Iowa, after arbitration. The resolution of any dispute of any obligation required hereunder because of

disagreement with the decisions of the Joint Contract Committee or disagreement concerning the interpretation of this agreement, and if such disagreement shall continue over a period of not less than 48 hours, it shall be the duty of the municipality in disagreement to submit such dispute to arbitration. The municipality in disagreement shall itemize the issue or issues with specificity, including the relief requested, and shall deliver said itemized issued to the other municipality with Notice of Arbitration. Thereupon each governing body of said municipalities shall, within 30 days of notice to arbitrate, select a disinterested representative who shall be a registered engineer. The arbiters selected shall appoint an additional arbiter. The arbiters selected shall constitute an arbitration board to make investigation and reach an agreement, which shall be binding upon all of said municipalities. The cost of such procedures shall be apportioned among the municipalities by the arbiters. The Joint Contract Committee shall have the power to order the municipalities to submit an issue to arbitration.

5. The planned replacement of the wastewater treatment plant shall be undertaken as follows:

a. The following table identifies the capacity of the wastewater treatment facility as it is constructed. The capacities identified below are the basis of design of the wastewater treatment facility and as such shall be used as the basis of the pro-rata share of capital cost repayment:

	DESIGN POPULATION	FLOW	INFLUENT LOAD		PERCENT CAPITAL COST SHARE
		AWW (MGD)	BOD (LB/D)	TSS (LB/D)	
CITY OF RAYMOND	1,600	0.27	264	440	50.00%
CITY OF ELK RUN HEIGHTS	1,350	0.23	222	372	50.00%
TOTAL	2,950	0.50	486	812	100.00%

b. The capital cost of the new sewage treatment plant shall be shared equally between Elk Run Heights and Raymond. Each city shall undertake such financing as required in order to meet the construction schedule.

c. The Joint Contract Committee shall cause plans and specifications to be developed. Upon approval, said plans shall be furnished to each City Council for review.

d. At such time as the final plans are adopted by both City Councils, a construction schedule shall be set consistent with the needs of both Cities to meet financing requirements.

e. The process for selection of the new Wastewater treatment plant shall be in conformance with DNR requirements and in conformance with the Iowa law for municipal capital projects.

6. Each municipality shall save and hold the other harmless from and against any and all claims for damages arising out of the use and operation of the system within each such City. However, the cost of liability and casualty insurance covering the sewage treatment plant and site, testing and sampling of the system shall be considered a cost of operation of the treatment plant.

7. The term of the agreement shall be whichever is greater between the term of the loan necessary for the construction of the facilities or 25 years and shall automatically renew for a period of five (5) years thereafter, unless either party gives written notice of termination of the contract six (6) months before the termination date.

IN WITNESS WHEREOF, each municipality, pursuant to authority granted by its governing body, has caused this agreement to be executed on its behalf by its Mayor and attested by its City Clerk, as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor, CITY OF ELK RUN HEIGHTS

\_\_\_\_\_  
Mayor, CITY OF RAYMOND

**RESOLUTION 3037**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK RUN HEIGHTS, IOWA, AUTHORIZING DESTRUCTION OF CITY RECORDS THAT ARE NO LONGER REQUIRED FOR RETENTION PURSUANT TO IOWA CODE 372.13(5).**

**WHEREAS**, the Retention Record Manual published by the Iowa League of Cities and Iowa Code 372.13(5) dictates specifications for the destruction of certain records without duplication, and

**WHEREAS**, the City Clerk's office would like to schedule records to be destroyed after they have fulfilled normal, legal and administrative value, and

**WHEREAS**, the retention period of the items listed below has expired:

- Fiscal Year 2015 and older Bank Statements
- Fiscal Year 2014, 2013, 2012, and 2011 Interest Receipts from First Security Bank
- Calendar Year 2015 and older 1099-INT and W2's from First Security Bank and Farmers State Bank
- Calendar Year 2013, 2012, and 2010 Employers Quarterly Federal Tax Returns and W2 forms for employer and employees
- Fiscal Year 2013, 2012, 2011 Payroll stubs and Benefits stubs
- Fiscal Year 2013, 2010, 2009 Accounts Payable
- Fiscal Year 2007, 2006, 2005, 2004, 2003, 07/2011-12/2011, and 01/2013-06/2013 Time Sheets
- Fiscal Year 2014 and older Annual Finance Reports
- Calendar Year 2014 and older Pet Tag Receipt books
- 12 Copies of 40-year history review written by Maxine Worsley (Four copies remain for historical value)
- Calendar Year 2007, 2006, 2004, 2003, 2002, 2001, and 2000 Statements from Iowa Public Agency Investment Trust
- Calendar Year 2011 and older Bank Deposit Slip books
- Calendar Year 2007 and older Company Nurse Coverage Information
- Calendar Year 2011 and older Colonial Life Policy
- Calendar Year 2014 and older Utility Billing Payment Plans
- Calendar Year 2013 and older Utility Billing Final Bills
- Fiscal Year 2013, 2012, and 06/12-06/13 Utility Bills Payment Stubs

**NOW THEREFORE, BE IT RESOLVED**, by the Elk Run Heights City Council of the City of Elk Run Heights, Iowa, hereby authorizing the destruction of records specified above.

**PASSED AND APPROVED THIS 10<sup>TH</sup> DAY OF NOVEMBER 2020**

**ATTEST:**

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**Kristi Lundy, Mayor**

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**Julie Eastman, City Clerk**

**RESOLUTION 3038**

**RESOLUTION REQUESTING REIMBURSEMENT FROM THE IOWA COVID-19  
GOVERNMENT RELIEF FUND**

**WHEREAS**, the United States Congress approved the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide economic relief related to the COVID-19 pandemic., and

**WHEREAS**, Governor Kim Reynolds allocated \$125 million of the State of Iowa's CARES Act funding to local governments for direct expenses incurred in response to the COVID-19 emergency, and

**WHEREAS**, local government funding reimbursements may only be used for necessary expenditures incurred due to the COVID-19 pandemic, were not accounted for in the current fiscal year city budget, were incurred during the time period of March 1, 2020 through December 30, 2020, and have not been reimbursed from other sources.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELK RUN HEIGHTS, IOWA**, to request reimbursement of eligible expenditures up to the maximum allowed of \$27,188.95 in response to the COVID-19 public health emergency.

**BE IT FURTHER RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ELK RUN HEIGHTS, IOWA** they affirm above requests for reimbursement follow all formal published Federal and State of Iowa guidance on how the funds should be spent, and understand if the reimbursements are misrepresented, the local government will be liable for any applicable penalty and interest.

**PASSED AND APPROVED THIS 10<sup>TH</sup> DAY OF NOVEMBER 2020**

**ATTEST:**

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**Kristi Lundy, Mayor**

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**Julie Eastman, City Clerk**



# RSM CARES Act Application for Local Government

State of Iowa

Submitted On:  
October 13, 2020 3:53pm  
America/New\_York

<b>Email</b>	cityclerk@elkrunheights.com
<b>Applicant Name (i.e. Name of local government)</b>	Elk Run Heights
<b>Is this your final request?</b>	Yes
<b>What is the total amount requested for reimbursement for this application? (No special characters.)</b>	27188.25
<b>Local Government Address</b>	5042 LAFAYETTE ROAD ELK RUN HEIGHTS IA 50707
<b>DUNS Number</b>	05-085-73
<b>Federal Tax Identification Number (FEIN)</b>	426024866

## Local Government - Primary Contact Information

<b>Local Government - Primary Contact</b>	JULIE EASTMAN
<b>Department:</b>	CITY HALL
<b>Title:</b>	CITY CLERK
<b>Phone Number</b>	3192320020
<b>Email Address</b>	CITYCLERK@ELKRUNHEIGHTS.COM

## Local Government - Alternate Contact Information

<b>Local Government - Alternate Contact:</b>	SARAH PEVERILL
<b>Department</b>	CITY HALL
<b>Title</b>	DEPUTY CLERK
<b>Phone Number</b>	3192320020
<b>Email</b>	DEPUTY@ELKRUNHEIGHTS.COM
<b>Local Government's Approved Resolution</b>	<a href="https://seam.ly/EtSEbjQT">https://seam.ly/EtSEbjQT</a> 3008.pdf
<b>Excel Workbook "Request for Reimbursement Cost Summary"</b>	<a href="https://seam.ly/xIRo9g2z">https://seam.ly/xIRo9g2z</a> Request_for_Reimbursement_Cost_Summary_Wrkbook_-_Applicant_Version (1).xlsx

<p><b>Upload Supporting Documents - Add all supporting documents, as labeled within the Excel Workbook, "Request for Reimbursement (RFR) Cost Summary". (Each section has a limit of ten attachments; 250MB. Additional sections are provided below.)</b></p>	<p><a href="https://seam.ly/yqV21UZ4">https://seam.ly/yqV21UZ4</a> FY20 POLICE 28E.pdf <a href="https://seam.ly/92jGs67l">https://seam.ly/92jGs67l</a> FY20 Police.pdf <a href="https://seam.ly/9hM7vy0p">https://seam.ly/9hM7vy0p</a> FY21 BUDGET.pdf <a href="https://seam.ly/p6jBjpZV">https://seam.ly/p6jBjpZV</a> FY21 FIRE 28E.pdf <a href="https://seam.ly/oWzEZ4tZ">https://seam.ly/oWzEZ4tZ</a> FY21 Fire.pdf <a href="https://seam.ly/pjKAermE">https://seam.ly/pjKAermE</a> FY21 POLICE 28E.pdf <a href="https://seam.ly/4Czw8SG7">https://seam.ly/4Czw8SG7</a> FY21 Police.pdf <a href="https://seam.ly/72mDgECW">https://seam.ly/72mDgECW</a> FY20 BUDGET.pdf <a href="https://seam.ly/hNF1GwLK">https://seam.ly/hNF1GwLK</a> FY20 FIRE 28E.pdf <a href="https://seam.ly/XPJ9gi0G">https://seam.ly/XPJ9gi0G</a> FY20 Fire.pdf</p>
<p><b>Do you have more than 10 attachments?</b></p>	<p>Yes</p>
<p><b>Upload Supporting Documents (Each section has a limit of ten attachments; 250 MB.)</b></p>	<p><a href="https://seam.ly/JQak26WV">https://seam.ly/JQak26WV</a> Wirtz PR.pdf <a href="https://seam.ly/7dzTA4EP">https://seam.ly/7dzTA4EP</a> Receipt documentation.pdf</p>
<p><b>Please provide any additional comments, if applicable:</b></p>	
<p><b>FEMA Reimbursement Request Certification Statement</b></p>	<p>We do not meet the minimum project threshold of \$3,300 for FEMA, therefore, we are unable to submit an application to FEMA.</p>
<p><b>Certification Statement</b></p>	<p>I hereby affirm, that I have been duly authorized and empowered to verify, execute, and deliver this reimbursement application, that I have read this reimbursement application (including all attachments hereto), and have not been reimbursed, or where reimbursement has not been requested from another source of funds, including, but not limited to, other federal programs. In addition, I have the knowledge of all of the facts stated herein, and that this reimbursement application, and all information submitted in connection herewith, is accurate and contains no misstatements, misrepresentations, or omissions of material facts, to the best of my knowledge and belief.</p>
<p><b>Please type your name, title, department and local government's name to document the certification performed above.</b></p>	<p>JULIE EASTMAN, CITY CLERK, CITY HALL, ELK RUN HEIGHTS</p>
<p><b>Project Number</b></p>	<p>0651</p>
<p><b>User's Session Information</b></p>	<p>IP Address: 173.23.181.186, 173.23.181.186 Referrer URL: <a href="https://coronavirus.iowa.gov/">https://coronavirus.iowa.gov/</a></p>

**RESOLUTION 3039**

**RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES, STATE ACCOUNTING ENTERPRISE, AND THE CITY OF ELK RUN HEIGHTS, IOWA, FOR PARTICIPATION IN THE INCOME OFFSET PROGRAM**

**WHEREAS**, the City of Elk Run Heights, Black Hawk County, State of Iowa, is a duly organized Municipal Organization; and,

**WHEREAS**, Section 8A.504 of the Code of Iowa and 11 Iowa Administrative Code (IAC) 40, et seq., provides for the offsetting of payments made by the State to satisfy liabilities to the State (the Program), with the Department of Administrative Services, State Accounting Enterprise (DAS/SAE) directed to establish and maintain a procedure to collect any claim owned to a person by state agency and apply money owed to the person against the debt owed by the person to the State of Iowa; and,

**WHEREAS**, the Program has been expanded to allow DAS/SAE to enter into agreements with political subdivisions of the state for the collection of monies owed to those subdivisions; and,

**WHEREAS**, the City of Elk Run Heights wishes to participate in this program; and,

**WHEREAS**, Iowa Department of Administrative Services (DAS) requires a Memorandum of Understanding (MOU).

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Elk Run Heights, Iowa, hereby approves the attached Memorandum of Understanding between the Iowa Department of Administrative Services, State Accounting Enterprise, and the City of Elk Run Heights, Iowa, for participation in the Income Offset Program and authorizes the Mayor to execute said agreement.

**PASSED AND APPROVED THIS 10TH DAY OF NOVEMBER 2020**

**ATTEST:**

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Kristi Lundy, Mayor

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Julie Eastman, City Clerk



## Overview of Statewide Offset Program

Section 8A.504 of the Code of Iowa provides for the offset of payments made by State of Iowa agencies to satisfy liabilities owed to Iowa government agencies. The Director of the Department of Administrative Services (DAS) is given the authority to coordinate with other government agencies to participate in the program. House File 2705 allowed DAS/SAE to expand the Offset Programs to include political subdivisions. Nearly all payments made by the State are subject to offset.

**The Offset Program will collect only debt that is owed to Iowa government agencies. The offset staff will work only with Iowa government employees. We will not work with outside collection agencies.**

Once debt occurs, the offsetting agency must in good faith attempt to collect the debt from the entity. Generally one or two letters with the intent upon recovery of debt must occur. Due diligence should be documented and retained at the agency. If resolution of the debt does not occur, and the debt is at least \$50, the agency may then include the liability with the Statewide Offset Program.

During Fiscal Year 2020 all applications of Income Offset brought in \$46.5 million for over 500 different agencies, bureaus of state government and political subdivisions in Iowa. These include child support recovery, Regents institutions and many other offsetting agencies.

### Participating Requirements

All agencies participating in the Offset Program must sign a “Memorandum of Understanding” and provide DAS with a liability file. The offsetting agency determines who they place on the offset debtor file. The information on the liability file must include the person or vendor name, taxpayer identification number (federal identification number or social security number), amount of liability. This information is added to the outstanding liability file by submitting an electronic file containing all of the qualifying debts or the offsetting agency can manually enter the debt on the Offset Debtor File. Once placed on the offset debtor file matches can come from tax refunds, vendor payments, Treasure Hunt, Lottery and casino winnings.

When a tax match occurs the offsetting agency gets a fax from the Offset Program showing all matches. When a vendor match occurs the offsetting agency gets an email notification. Once the offsetting agency is notified by DAS that there is a match, the offsetting agency shall send notification to the debtor within ten calendar days from the date the agency was notified by DAS of a potential offset.

This notification must include the following:

- The agency’s right to the payment in question.
- The agency’s right to recover the payment through this offset procedure.
- The basis of the agency’s case in regard to this debt.
- The right of the debtor to request a split of the payment between parties when the payment in question is jointly owned or otherwise owned by two or more persons (i.e., tax refund).
- The debtor’s right to appeal the offset and the procedure to follow in that appeal.
- The agency or division and a phone number for the debtor to contact in case of questions. Once the offset has been completed, the offset agency must notify the debtor of the action taken along with the balance, if any, still due to the offsetting agency.

A seven dollar offset fee is charged each time money is held. Each offsetting agency has 45 days from the date of the match to complete the offset process.

In accordance with 8A.504 of the Code of Iowa, below is a summary of how the liabilities are prioritized in the event there is more than one agency requesting an offset:

- 1.) Taxes
  - 2.) Child Support
  - 3.) Judicial
  - 4.) College Aid
  - 5.) Overpayments-DIA/DHS
- Last – All other Debts-prioritized on the date the liability was listed with DAS/SAE

A participating agency must update their debtor file submitted to DAS when the status of a debt changes. Change in status may come from payment of the debt, invalidation of the liability, alternate payment arrangements with the debtor, bankruptcy or other factors.

Vendor offset money is sent out daily. Tax offset money is sent to the offsetting agencies once a month.

The offset process is relatively easy, with all of the control on whether to keep or release a match kept at the offset agency level.

**Each offsetting agency must have an Appeal Process in place that a vendor/taxpayer can use if they wish to protest the existence or the amount of the debt.**

If you have questions about the Offset Program you can contact us at [offsets@iowa.gov](mailto:offsets@iowa.gov).

**RESOLUTION 3040**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK RUN HEIGHTS, IOWA APPROVING THE URBAN RENEWAL REPORT FOR THE FISCAL YEAR 2020 AND AUTHORIZING THE CITY CLERK TO SUBMIT SAID REPORT**

**WHEREAS**, new Urban Renewal Area reporting requirements have become effective beginning July 1, 2012 and require cities with active Urban Renewal Areas to provide specified information concerning active Urban Renewal Areas and any associated Tax Increment Financing Districts.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Elk Run Heights, Iowa that the attached Urban Renewal Area Report for the fiscal year 2020 is hereby approved.

**BE IT FURTHER RESOLVED** that the City Clerk is hereby authorized to submit said Urban Renewal Area Report to the Iowa Department of Management.

**PASSED AND APPROVED THIS 10<sup>th</sup> DAY OF NOVEMBER 2020**

**ATTEST:**

\_\_\_\_\_  
**Kristi Lundy, Mayor**

\_\_\_\_\_  
**Julie Eastman, City Clerk**

**Annual Urban Renewal Report, Fiscal Year 2019 - 2020**

**Levy Authority Summary**

Local Government Name: ELK RUN HEIGHTS  
 Local Government Number: 07G048

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
ELK RUN HEIGHTS UR	07047	1

**TIF Debt Outstanding: 150,000**

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<b>TIF Sp. Rev. Fund Cash Balance as of 07-01-2019:</b>	<b>10,276</b>	<b>0</b>	<b>Amount of 07-01-2019 Cash Balance Restricted for LMI</b>
---	---------------	----------	---

TIF Revenue:	38,331
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
<b>Total Revenue:</b>	<b>38,331</b>

Rebate Expenditures:	0
Non-Rebate Expenditures:	30,337
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>30,337</b>

---

<b>TIF Sp. Rev. Fund Cash Balance as of 06-30-2020:</b>	<b>18,270</b>	<b>0</b>	<b>Amount of 06-30-2020 Cash Balance Restricted for LMI</b>
---	---------------	----------	---

**Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: 101,393**

**Urban Renewal Area Data Collection**

Local Government Name: ELK RUN HEIGHTS (07G048)  
 Urban Renewal Area: ELK RUN HEIGHTS UR  
 UR Area Number: 07047  
 UR Area Creation Date: 07/2014

It was originally a trailer court that the City had purchased. The area was cleared and was sold for individual lots which have been developed.

UR Area Purpose:

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
ELK RUN HEIGHTS CITY/WATERLOO SCH/ELK RIDGE ESTATES UR TIF INCR	070341	070342	1,117,628

**Urban Renewal Area Value by Class - 1/1/2018 for FY 2020**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,966,830	0	0	0	-1,852	1,964,978	0	1,964,978
Taxable	0	1,119,480	0	0	0	-1,852	1,117,628	0	1,117,628
Homestead Credits									3

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2019:**

10,276

0

**Amount of 07-01-2019 Cash Balance Restricted for LMI**

TIF Revenue:	38,331
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
<b>Total Revenue:</b>	<b>38,331</b>

Rebate Expenditures:	0
Non-Rebate Expenditures:	30,337
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>30,337</b>

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2020:**

18,270

0

**Amount of 06-30-2020 Cash Balance Restricted for LMI**

## Projects For ELK RUN HEIGHTS UR

### Lafayette Road Trailer Park

Description:	Cleaned up old trailer park and sold individual lots
Classification:	Residential property (classified residential)
Physically Complete:	Yes
Payments Complete:	No

## Debts/Obligations For ELK RUN HEIGHTS UR

### LOST INTERNAL LOAN

Debt/Obligation Type:	Internal Loans
Principal:	150,000
Interest:	0
Total:	150,000
Annual Appropriation?:	No
Date Incurred:	02/14/2017
FY of Last Payment:	2027

## Non-Rebates For ELK RUN HEIGHTS UR

TIF Expenditure Amount:	30,337
Tied To Debt:	LOST INTERNAL LOAN
Tied To Project:	Lafayette Road Trailer Park

ACTUAL COLLECTIONS FOR FY20 WERE \$29,798. THERE WAS AN AUDITORS ADJUSTMENT IN FY20 OF \$8533.00 FROM FY19 FOR FUNDS THAT WERE APPLIED TO INCORRECT FUND. AUDITORS REQUESTED IT NOT BE BACK DATED TO FY19.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area  
during FY 2020

**TIF Taxing District Data Collection**

Local Government Name:	ELK RUN HEIGHTS (07G048)	
Urban Renewal Area:	ELK RUN HEIGHTS UR (07047)	
TIF Taxing District Name:	ELK RUN HEIGHTS CITY/WATERLOO SCH/ELK RIDGE ESTATES UR TIF INCR	
TIF Taxing District Inc. Number:	070342	
TIF Taxing District Base Year:	2016	<b>UR Designation</b>
FY TIF Revenue First Received:	2018	Slum No
Subject to a Statutory end date?	No	Blighted 07/2014
		Economic Development 07/2014

TIF Taxing District Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,966,830	0	0	0	-1,852	1,964,978	0	1,964,978
Taxable	0	1,119,480	0	0	0	-1,852	1,117,628	0	1,117,628
Homestead Credits									3

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	0	1,117,628	1,117,628	0	0

FY 2020 TIF Revenue Received: 38,331

**RESOLUTION 3041**

**RESOLUTION APPROVING THE TIF CERTIFICATION FORMS**

**WHEREAS**, the City of Elk Run Heights has debt obligations which are paid with Tax Increment Funds; and

**WHEREAS**, the City of Elk Run Heights is required to annually certify the amount needed of the available Tax Increment Funds; and

**WHEREAS**, the Elk Run Heights City Council has reviewed the debt requirements and the certification forms as completed by the city clerk/treasurer.

**NOW, THEREFORE, BE IT RESOLVED** that the Elk Run Heights City Council does hereby approve the TIF Certification Forms as submitted by the city clerk/treasurer on November 10, 2020, for the 2022 fiscal year taxes.

**BE IT FURTHER RESOLVED**, by the City Council of the City of Elk Run Heights, Iowa, that the Mayor and City Clerk/Treasurer are hereby authorized and directed to execute said Resolution and file the required paperwork with Black Hawk County Auditor before December 1, 2020, in order to receive the amount of Tax Increment Funds as certified.

**PASSED AND APPROVED ON THIS 10<sup>TH</sup> DAY OF NOVEMBER 2020**

**ATTEST:**

---

**Kristi Lundy, Mayor**

---

**Julie Eastman, City Clerk**

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS  
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested  
Use One Certification Per Urban Renewal Area**

City: ELK RUN HEIGHTS County: BLACK HAWK COUNTY

Urban Renewal Area Name: ELK RIDGE ESTATES UR

Urban Renewal Area Number: 07047 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified\*: \$ 0

\*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated this 10 day of NOVEMBER, 2020

JULIE EASTMAN, CITY CLERK 319-232-0020  
Signature of Authorized Official Telephone

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**

City: ELK RUN HEIGHTS County: BLACK HAWK COUNTY

Urban Renewal Area Name: ELK RIDGE ESTATES UR

Urban Renewal Area Number: 07047 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. _____ _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. _____ _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

**Total For City TIF Form 1.1 Page 1:** 0

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.



STATE OF IOWA  
2020  
FINANCIAL REPORT  
FISCAL YEAR ENDED  
JUNE 30, 2020  
CITY OF ELK RUN HEIGHTS, IOWA  
DUE: December 1, 2020

16200700400000  
CITY OF ELK RUN HEIGHTS  
5042 Lafayette Road  
ELK RUN HEIGHTS IA 50707-1399  
POPULATION: 1117

**NOTE** - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

**ALL FUNDS**

	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
<b>Revenues and Other Financing Sources</b>				
Taxes Levied on Property	344,071		344,071	355,007
Less: Uncollected Property Taxes-Levy Year	0		0	
<b>Net Current Property Taxes</b>	344,071		344,071	355,007
Delinquent Property Taxes	0		0	
TIF Revenues	29,798		29,798	30,337
Other City Taxes	149,321	0	149,321	148,743
Licenses and Permits	13,999	0	13,999	16,090
Use of Money and Property	16,620	14,502	31,122	28,500
Intergovernmental	150,679	0	150,679	135,716
Charges for Fees and Service	0	483,424	483,424	513,869
Special Assessments	0	0	0	
Miscellaneous	30,191	7,486	37,677	32,702
Other Financing Sources	0	191,750	191,750	585,000
Transfers In	324,646	795,886	1,120,532	1,121,969
<b>Total Revenues and Other Sources</b>	1,059,325	1,493,048	2,552,373	2,967,933
<b>Expenditures and Other Financing Uses</b>				
Public Safety	95,931		95,931	106,001
Public Works	212,023		212,023	207,263
Health and Social Services	0		0	
Culture and Recreation	45,542		45,542	182,110
Community and Economic Development	5,094		5,094	5,000
General Government	192,938		192,938	210,195
Debt Service	0		0	
Capital Projects	150,031		150,031	695,000
<b>Total Governmental Activities Expenditures</b>	701,559	0	701,559	1,405,569
BUSINESS TYPE ACTIVITIES		771,093	771,093	632,334
<b>Total All Expenditures</b>	701,559	771,093	1,472,652	2,037,903
Other Financing Uses	0	0	0	
Transfers Out	826,352	294,180	1,120,532	1,121,969
<b>Total All Expenditures/and Other Financing Uses</b>	1,527,911	1,065,273	2,593,184	3,159,872
<b>Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses</b>	-468,586	427,775	-40,811	-191,939
Beginning Fund Balance July 1, 2019	1,293,885	713,869	2,007,754	1,840,475
Ending Fund Balance June 30, 2020	825,299	1,141,644	1,966,943	1,648,536

**NOTE** - These balances do not include the following, which were not budgeted and are not available for city operations:

Non-budgeted Internal Service Funds	Pension Trust Funds
Private Purpose Trust Funds	Agency Funds

Indebtedness at June 30, 2020	Amount	Indebtedness at June 30, 2020	Amount
General Obligation Debt	0	Other Long-Term Debt	0
Revenue Debt	0	Short-Term Debt	0
TIF Revenue Debt	0		
		General Obligation Debt Limit	3,698,105

**CERTIFICATION**

The forgoing report is correct to the best of my knowledge and belief

	<b>Publication</b>
Signature of Preparer	
Printed name of Preparer	Phone Number
	Date Signed
Signature of Mayor or other City official (Name and Title)	

**PLEASE PUBLISH THIS PAGE ONLY**

**REVENUE P2**  
 CITY OF ELK RUN HEIGHTS  
 REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2020  
 NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
<b>Section A - Taxes</b>	1										1
<b>Taxes levied on property</b>	2	344,071						344,071		344,071	2
Less: Uncollected Property Taxes - Levy Year	3							0		0	3
Net Current Property Taxes	4	344,071	0		0	0	0	344,071		344,071	4
Delinquent Property Taxes	5							0		0	5
<b>Total Property Tax</b>	6	344,071	0		0	0	0	344,071		344,071	6
<b>TIF Revenues</b>	7			29,798				29,798		29,798	7
<b>Other City Taxes</b>											
Utility Tax Replacement Excise Taxes	8							0		0	8
Utility Franchise Tax (Chapter 364.2, Code of Iowa)	9	6,367						6,367		6,367	9
Parimutuel Wager Tax	10							0		0	10
Gaming Wager Tax	11							0		0	11
Mobile Home Tax	12							0		0	12
Hotel / Motel Tax	13							0		0	13
Other Local Option Taxes	14		142,954					142,954		142,954	14
<b>Total Other City Taxes</b>	15	6,367	142,954		0	0	0	149,321	0	149,321	15
<b>Section B - Licenses and Permits</b>	16	13,999						13,999		13,999	16
<b>Section C - Use of Money and Property</b>	17										17
Interest	18	10,983				37		11,020	14,502	25,522	18
Rents and Royalties	19	5,600						5,600		5,600	19
Other Miscellaneous Use of Money and Property	20							0		0	20
	21							0		0	21
<b>Total Use of Money and Property</b>	22	16,583	0	0	0	37	0	16,620	14,502	31,122	22
<b>Section D - Intergovernmental</b>	24										24
<b>Federal Grants and Reimbursements</b>	26										26
Federal Grants	27							0		0	27
Community Development Block Grants	28							0		0	28
Housing and Urban Development	29							0		0	29
Public Assistance Grants	30							0		0	30
Payment in Lieu of Taxes	31							0		0	31
	32							0		0	32
<b>Total Federal Grants and Reimbursements</b>	33	0	0		0	0	0	0	0	0	33

**REVENUE P3**  
**CITY OF ELK RUN HEIGHTS**  
**REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2020**  
**NON-GAAP/CASH BASIS**

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
<b>Section D - Intergovernmental - Continued</b>	41										41
<b>State Shared Revenues</b>	43										43
Road Use Taxes	44		143,578					143,578		143,578	44
<b>Other state grants and reimbursements</b>	48										48
State grants	49							0		0	49
Iowa Department of Transportation	50							0		0	50
Iowa Department of Natural Resources	51							0		0	51
Iowa Economic Development Authority	52							0		0	52
CEBA grants	53							0		0	53
Commercial & Industrial Replacement Claim	54	7,101						7,101		7,101	54
	55							0		0	55
	56							0		0	56
	57							0		0	57
	58							0		0	58
	59							0		0	59
<b>Total State</b>	60	7,101	143,578	0	0	0	0	150,679	0	150,679	60
<b>Local Grants and Reimbursements</b>											
County Contributions	63							0		0	63
Library Service	64							0		0	64
Township Contributions	65							0		0	65
Fire/EMT Service	66							0		0	66
	67							0		0	67
	68							0		0	68
	69							0		0	69
<b>Total Local Grants and Reimbursements</b>	70	0	0	0	0	0	0	0	0	0	70
<b>Total Intergovernmental (Sum of lines 33, 60, and 70)</b>	71	7,101	143,578	0	0	0	0	150,679	0	150,679	71
<b>Section E -Charges for Fees and Service</b>	72										72
Water	73							0	143,988	143,988	73
Sewer	74							0	277,695	277,695	74
Electric	75							0		0	75
Gas	76							0		0	76
Parking	77							0		0	77
Airport	78							0		0	78
Landfill/garbage	79							0	61,741	61,741	79
Hospital	80							0		0	80

**REVENUE P4**  
**CITY OF**  
**REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,**  
**NON-GAAP/CASH BASIS**

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
<b>Section E - Charges for Fees and Service - Continued</b>	81										81
Transit	82							0		0	82
Cable TV	83							0		0	83
Internet	84							0		0	84
Telephone	85							0		0	85
Housing Authority	86							0		0	86
Storm Water	87							0		0	87
Other:	88										88
Nursing Home	89							0		0	89
Police Service Fees	90							0		0	90
Prisoner Care	91							0		0	91
Fire Service Charges	92							0		0	92
Ambulance Charges	93							0		0	93
Sidewalk Street Repair Charges	94							0		0	94
Housing and Urban Renewal Charges	95							0		0	95
River Port and Terminal Fees	96							0		0	96
Public Scales	97							0		0	97
Cemetery Charges	98							0		0	98
Library Charges	99							0		0	99
Park, Recreation, and Cultural Charges	100							0		0	100
Animal Control Charges	101							0		0	101
	102							0		0	102
	103							0		0	103
<b>Total Charges for Service</b>	104	0	0	0	0	0	0	0	483,424	483,424	104
<b>Section F - Special Assessments</b>	106							0		0	106
<b>Section G - Miscellaneous</b>	107										107
Contributions	108							0		0	108
Deposits and Sales/Fuel Tax Refunds	109							0	3,018	3,018	109
Sale of Property and Merchandise	110							0		0	110
Fines	111	3,746						3,746		3,746	111
Internal Service Charges	112							0		0	112
	113							0		0	113
REIMBURSEMENTS/EMPLOYEE INS	114	2,838						2,838		2,838	114
MISC REV	115	23,607						23,607		23,607	115
RECYCLING REIMBURSEMENT	116							0	4,468	4,468	116
	117							0		0	117
	118							0		0	118
	119							0		0	119
<b>Total Miscellaneous</b>	120	30,191	0	0	0	0	0	30,191	7,486	37,677	120

**REVENUE P5**  
**CITY OF**  
**REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,**  
**NON-GAAP/CASH BASIS**

<b>Item Description</b>		<b>General (a)</b>	<b>Special Revenue (b)</b>	<b>TIF Special Revenue (c)</b>	<b>Debt Service (d)</b>	<b>Capital Projects (e)</b>	<b>Permanent (f)</b>	<b>Total Governmental (Sum of (a) through (f)) (g)</b>	<b>Proprietary (h)</b>	<b>Grand Total (Sum of (g) and (h)) (i)</b>	
<b>Total All Revenues (Sum of lines 6, 7, 15,16,22, 71, 104, 106, and 120)</b>	121	418,312	286,532	29,798	0	37	0	734,679	505,412	1,240,091	121
<b>Section H - Other Financing Sources</b>	123										123
Proceeds of capital asset sales	124							0		0	124
Proceeds of long-term debt (Excluding TIF internal borrowing)	125							0	191,750	191,750	125
Proceeds of anticipatory warrants or other short- term debt	126							0		0	126
Regular transfers in and interfund loans	127	30,012	12,524			243,240		285,776	795,886	1,081,662	127
Internal TIF loans and transfers in	128		30,337	8,533				38,870		38,870	128
	129							0		0	129
	130							0		0	130
<b>Total Other Financing Sources</b>	131	30,012	42,861	8,533	0	243,240	0	324,646	987,636	1,312,282	131
<b>Total Revenues Except for Beginning Balances (Sum of lines 121 and 131)</b>	132	448,324	329,393	38,331	0	243,277	0	1,059,325	1,493,048	2,552,373	132
<b>Beginning Fund Balance July 1, 2019</b>	134	347,973	313,165	10,276		622,471		1,293,885	713,869	2,007,754	134
<b>Total Revenues and Other Financing Sources (Sum of lines 132 and 134)</b>	136	796,297	642,558	48,607	0	865,748	0	2,353,210	2,206,917	4,560,127	136

**EXPENDITURES P6**  
**CITY OF ELK RUN HEIGHTS**  
**EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2020**  
**NON-GAAP/CASH BASIS**

Item Description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g) (i))	Line
<b>Section A — Public Safety</b>	1										1
Police Department/Crime Prevention	2	46,721						46,721		46,721	2
Jail	3							0		0	3
Emergency Management	4	2,054						2,054		2,054	4
Flood control	5							0		0	5
Fire Department	6	36,660						36,660		36,660	6
Ambulance	7							0		0	7
Building Inspections	8	9,012						9,012		9,012	8
Miscellaneous Protective Services	9							0		0	9
Animal Control	10	214						214		214	10
Other Public Safety	11	1,270						1,270		1,270	11
	12							0		0	12
	13							0		0	13
<b>Total Public Safety</b>	14	95,931	0		0	0	0	95,931		95,931	14
<b>Section B — Public Works</b>	15										15
Roads, Bridges, Sidewalks	16	54,414	107,943					162,357		162,357	16
Parking Meter and Off-Street	17							0		0	17
Street Lighting	18		30,866					30,866		30,866	18
Traffic Control Safety	19		3,915					3,915		3,915	19
Snow Removal	20		10,273					10,273		10,273	20
Highway Engineering	21		4,612					4,612		4,612	21
Street Cleaning	22							0		0	22
Airport (if not an enterprise)	23							0		0	23
Garbage (if not an enterprise)	24							0		0	24
Other Public Works	25							0		0	25
	26							0		0	26
	27							0		0	27
<b>Total Public Works</b>	28	54,414	157,609		0	0	0	212,023		212,023	28
<b>Section C — Health and Social Services</b>	29										29
Welfare Assistance	30							0		0	30
City Hospital	31							0		0	31
Payments to Private Hospitals	32							0		0	32
Health Regulation and Inspections	33							0		0	33
Water, Air, and Mosquito Control	34							0		0	34
Community Mental Health	35							0		0	35
Other Health and Social Services	36							0		0	36
	37							0		0	37
	38							0		0	38
<b>Total Health and Social Services</b>	39	0	0		0	0	0	0		0	39
<b>Section D — Culture and Recreation</b>	40										40
Library Services	41	10,656						10,656		10,656	41
Museum, Band, Theater	42							0		0	42
Parks	43	32,780						32,780		32,780	43
Recreation	44							0		0	44
Cemetery	45							0		0	45
Community Center, Zoo, Marina, and Auditorium	46	2,106						2,106		2,106	46
Other Culture and Recreation	47							0		0	47
	48							0		0	48
	49							0		0	49
<b>Total Culture and Recreation</b>	50	45,542	0		0	0	0	45,542		45,542	50

**EXPENDITURES P7**  
CITY OF  
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued  
NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g) (i))	Line
<b>Section E — Community and Economic Development</b>	51										51
Community beautification	52	5,094						5,094		5,094	52
Economic development	53							0		0	53
Housing and urban renewal	54							0		0	54
Planning and zoning	55							0		0	55
Other community and economic development	56							0		0	56
TIF Rebates	57							0		0	57
	58							0		0	58
<b>Total Community and Economic Development</b>	59	5,094	0	0	0	0	0	5,094		5,094	59
<b>Section F — General Government</b>	60										60
Mayor, Council and City Manager	61	10,614						10,614		10,614	61
Clerk, Treasurer, Financial Administration	62	72,864						72,864		72,864	62
Elections	63	500						500		500	63
Legal Services and City Attorney	64	37,539						37,539		37,539	64
City Hall and General Buildings	65	8,696						8,696		8,696	65
Tort Liability	66	16,531						16,531		16,531	66
Other General Government	67	46,194						46,194		46,194	67
	68							0		0	68
	69							0		0	69
<b>Total General Government</b>	70	192,938	0		0	0	0	192,938		192,938	70
<b>Section G — Debt Service</b>	71							0		0	71
	72							0		0	72
	73							0		0	73
<b>Total Debt Service</b>	74	0	0	0	0	0	0	0		0	74
<b>Section H — Regular Capital Projects — Specify</b>	75										75
STREET RELATED CP EXP/PARK IMPROVEMENT EXP	76					150,031		150,031		150,031	76
	77							0		0	77
<b>Subtotal Regular Capital Projects</b>	78	0	0		0	150,031	0	150,031		150,031	78
<b>TIF Capital Projects — Specify</b>	79										79
	80							0		0	80
	81							0		0	81
<b>Subtotal TIF Capital Projects</b>	82	0	0		0	0	0	0		0	82
<b>Total Capital Projects</b>	83	0	0		0	150,031	0	150,031		150,031	83
<b>Total Governmental Activities Expenditures</b>	84	393,919	157,609	0	0	150,031	0	701,559		701,559	84
<b>(Sum of lines 14, 28, 39, 50, 59, 70, 74, 83)</b>	85										85

TIF Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other"

**EXPENDITURES P8**

CITY OF

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
<b>Section I — Business Type Activities</b>	87										87
Water — Current Operation	88								297,017	297,017	88
Capital Outlay	89									0	89
Debt Service	90									0	90
Sewer and Sewage Disposal — Current Operation	91								211,918	211,918	91
Capital Outlay	92								199,213	199,213	92
Debt Service	93									0	93
Electric — Current Operation	94									0	94
Capital Outlay	95									0	95
Debt Service	96									0	96
Gas Utility — Current Operation	97									0	97
Capital Outlay	98									0	98
Debt Service	99									0	99
Parking — Current Operation	100									0	100
Capital Outlay	101									0	101
Debt Service	102									0	102
Airport — Current Operation	103									0	103
Capital Outlay	104									0	104
Debt Service	105									0	105
Landfill/Garbage — Current operation	106								62,945	62,945	106
Capital Outlay	107									0	107
Debt Service	108									0	108
Hospital — Current Operation	109									0	109
Capital Outlay	110									0	110
Debt Service	111									0	111
Transit — Current Operation	112									0	112
Capital Outlay	113									0	113
Debt Service	114									0	114
Cable TV, Telephone, Internet — Current Operation	115									0	115
Capital Outlay	116									0	116
Housing Authority — Current Operation	117									0	117
Capital Outlay	118									0	118
Debt Service	119									0	119
Storm Water — Current Operation	120									0	120
Capital Outlay	121									0	121
Debt Service	122									0	122
Other Business Type — Current Operation	123									0	123
Capital Outlay	124									0	124
Debt Service	125									0	125
Internal Service Funds — Specify	126										126
	127										0
	128										0
<b>Total Business Type Activities</b>	129								771,093	771,093	129

**EXPENDITURES P9**

CITY OF ELK RUN HEIGHTS

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2020 -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
<b>Subtotal Expenditures (Sum of lines 84 and 129)</b>	130	393,919	157,609	0	0	150,031	0	701,559	771,093	1,472,652	130
<b>Section J — Other Financing Uses Including Transfers Out</b>	131										131
Regular transfers out	132	85,000	200,776			501,706		787,482	294,180	1,081,662	132
Internal TIF loans/repayments and transfers out	133		8,533	30,337				38,870		38,870	133
	134							0		0	134
<b>Total Other Financing Uses</b>	135	85,000	209,309	30,337	0	501,706	0	826,352	294,180	1,120,532	135
<b>Total Expenditures and Other Financing Uses (Sum of lines 130 and 135)</b>	136	478,919	366,918	30,337	0	651,737	0	1,527,911	1,065,273	2,593,184	136
	137										137
<b>Ending fund balance June 30, :</b>	138										138
<b>Governmental:</b>	139										139
<b>Nonspendable</b>	140							0		0	140
<b>Restricted</b>	141		275,640	18,270		214,011		507,921		507,921	141
<b>Committed</b>	142							0		0	142
<b>Assigned</b>	143	10,566						10,566		10,566	143
<b>Unassigned</b>	144	306,812						306,812		306,812	144
<b>Total Governmental</b>	145	317,378	275,640	18,270	0	214,011	0	825,299		825,299	145
<b>Proprietary</b>	146								1,141,644	1,141,644	146
<b>Total Ending Fund Balance June 30,</b>	147	317,378	275,640	18,270	0	214,011	0	825,299	1,141,644	1,966,943	147
<b>Total Requirements (Sum of lines 136 and 147)</b>	148	796,297	642,558	48,607	0	865,748	0	2,353,210	2,206,917	4,560,127	148

**OTHER P10**

Part III Intergovernmental Expenditures Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis. Include these expenditures in part II. Enter amount.

Purpose	Amount paid to other local governments	Purpose	Amount paid to State
Correction		Highways	
Health		All other	
Highways			
Transit Subsidies			
Libraries			
Police protection			
Sewerage			
Sanitation			
All other			

Part IV Wages & Salaries Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects.

YOU ARE REQUIRED TO ENTER SALARY DOLLARS IN THE Amount areas FOR SALARIES AND WAGES PAID		Amount
<b>Total Salaries and Wages Paid</b>		169,213

Part V Debt Outstanding, Issued, and Retired

Transit subsidies

**A. Long-Term Debt**

Debt During the Fiscal Year				Debt Outstanding JUNE 30, 2020					
Purpose	Line	Debt Outstanding JULY 1, 2019	Issued	Retired	General Obligation	TIF Revenue	Revenue	Other	Interest Paid This Year
Water Utility	1.								
Sewer Utility	2.								
Electric Utility	3.								
Gas Utility	4.								
Transit-Bus	5.								
Industrial Revenue	6.								
Mortgage Revenue	7.								
TIF Revenue	8.								
Other Purposes / Miscellaneous	9.								
GO	10.								
Parking	11.								
Airport	12.								
Stormwater	13.								
Section 108	14.								
<b>Total Long-Term</b>		0	0	0	0	0	0	0	0

**B. Short-Term Debt Amount**

<b>Outstanding as of July 1, 2019</b>	
<b>Outstanding as of JUNE 30, 2020</b>	

DEBT LIMITATION FOR GENERAL OBLIGATIONS		Amount		
Part VI	Actual valuation -- January 1, 2018	73,962,115	x.0.5 = \$	3,698,105.75

Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2020

Type of asset	Amount				
	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	All other Funds (d)	Total (e)
Cash and investments - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property.				1,966,943	1,966,943

If you budget on a NON-GAAP CASH BASIS, the amount in the Total above SHOULD EQUAL the above summed amounts on the sheet All Funds P1: Ending fund balance, column C PLUS the amounts in the shaded Note area.

REMARKS  
-

**RESOLUTION 3042**

**RESOLUTION APPROVING DISPOSITION OF CITY OWNED PROPERTY**

**WHEREAS**, The City of Elk Run Heights, Iowa (the “City”) owns certain property in Elk Run Heights, Iowa legally described as:

Lot 1 in Edna Fox Addition, Elk Run Heights, Black Hawk County, Iowa.

**WHEREAS**, one of the City’s objectives is to promote residential development within the City of Elk Run Heights for the betterment of all residences; and

**WHEREAS**, the City has received a proposal from \_\_\_\_\_ which includes their request for the acquisition of the real estate legally described above; and

**WHEREAS**, the City has reviewed the proposal from \_\_\_\_\_, undertaken a public hearing on the matter and in accordance with the provisions of the Code of Iowa has held public hearing on the proposal to sell the property on 10<sup>TH</sup> day of November 2020; and

**WHEREAS**, it is now necessary for the City to approve the proposal received by \_\_\_\_\_;

**NOW THEREFORE, BE IT HEREBY RESOLVES BY THE CITY COUNCIL OF THE CITY OF ELK RUN HEIGHTS, IOWA**, as follows:

SECTION 1. The City Council hereby determines that the proposal of \_\_\_\_\_ represents the best interest of the City with respect to the development of the property and the undertaking of the construction and rehabilitation of the property located at 100 Toneff Drive, Elk Run Heights, Iowa and is hereby accepted and approved for the purchase price in the amount of \$\_\_\_\_\_. The disposition of the property to \_\_\_\_\_ is set forth in the development agreement attached and incorporated by reference herein as Exhibit A is hereby approved. The Mayor and the City Clerk are hereby authorized and directed with advice from the City Attorney to execute such documents that may be necessary to carry out of the disposition of the property.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

**PASSED AND APPROVED ON THIS 10<sup>TH</sup> DAY OF NOVEMBER 2020**

**ATTEST:**

\_\_\_\_\_  
**Kristi Lundy, Mayor**

\_\_\_\_\_  
**Julie Eastman, City Clerk**

## DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of \_\_\_\_\_, 2020, by and between \_\_\_\_\_ ("Company"), and the City of Elk Run Heights, Iowa ("City").

### RECITALS

- A. Company is willing and able to finance and rehabilitate an existing property located at 100 Toneff Drive, Elk Run Heights, Iowa (the "Property"), legally described as set forth on Exhibit "A" attached hereto.
- B. City considers economic development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives so as to encourage that goal. City believes that rehabilitation of the Property is in the best interests of the City and in accordance with the public purposes and provisions of the applicable State and local laws and requirements under which the project has been undertaken and is being assisted.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Sale of Property; Title.** Subject to the terms hereof, City shall convey the Property to Company for the sum of \$\_\_\_\_\_ (the "Purchase Price"). Conveyance shall be by quit claim deed, free and clear of all encumbrances arising by or through City except: (a) easements, servitudes, conditions and restrictions of record; (b) current and future real estate real property taxes and assessments subject to the agreements made herein; (c) general utility and right-of-way easements serving the Property; and (d) restrictions imposed by the City zoning ordinances and other applicable law. City shall have no duty to convey title to Company until Company delivers to City reasonable and satisfactory proof of financial ability to undertake and carry on the Project (defined

below), which may take the form of a lending commitment letter. Company may, at its own expense, obtain whatever form of title evidence it desires. If title is unmarketable or subject to matters not acceptable to Company, and if City does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from Company, Company may terminate this Agreement. City shall provide any title documents it has in its possession, including any abstracts, to assist in title review.

2. **Improvements by Company.** Company acknowledges that it has had a reasonable opportunity to inspect the Property and to conduct other due diligence related to the Project. Company agrees to accept the Property in its “AS IS” condition, without any warranty from City, expressed or implied, as to the condition of the Property, its marketability, or its fitness for any particular purpose. Company shall rehabilitate the existing structures on the Property for single-family residential purposes and make other improvements to the buildings and grounds (collectively, the “Improvements”). The Improvements shall be constructed in accordance with the terms of this Agreement, all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. Attached as Exhibit “B” are Company’s specific renovation plans and estimated project budget. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Property, the Improvements, and all other work to make the project site usable for Company’s purposes as contemplated by this Agreement are collectively referred to as the “Project”.

3. **Timeliness of Construction; Possibility of Reverter.** The parties agree that Company’s commitment to cause the Project to be undertaken and to rehabilitate the Property in a timely manner constitutes a material inducement for the City to extend the development incentives provided for in this Agreement, including but not limited to its commitment to convey the Property to Company, and that without said commitment City would not have done so. Subject to Unavoidable Delays (defined below), Company must obtain a building permit and begin construction of the Improvements within one (1) month from the date of that it receives title to the Property from City (the “Project Start Date”), and Substantially Complete rehabilitation within four (4) months after commencement (the “Project Completion Date”). For purposes of this Agreement, “Substantially Completed” means the date on which the rehabilitation Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto.

If Company has not begun Improvements before the Project Start Date, City may terminate this Agreement as set forth in Section 13, title to the Property shall revert to City, and City shall have no further obligation hereunder. If rehabilitation has not begun by the Project Start Date but the commencement of the Project is still imminent, the City Council may, but shall not be required to, grant an extension of the

Project Completion Date. If rehabilitation work has commenced within the required period or any extended period and is stopped and/or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company (each of the foregoing is an "Unavoidable Delay"), then time lost as a result of Unavoidable Delays shall be added to extend the Project Completion Date by a number of days equal to the number of days lost as a result of Unavoidable Delays, and thereafter if the Improvements are not completed within the allowed period of extension, City may terminate this Agreement as set forth in Section 13, title to the Property shall revert to City, and City shall have no further obligation hereunder.

4. **Reverter of Title; Indemnity.** In the event of any reverter of title, Company agrees that it shall, at its own expense, promptly execute all documents, including but not limited to a special warranty deed, or take such other actions as the City may reasonably request to effectuate said reverter and to deliver to City title to the Property that is free and clear of any lien, claim, charge, security interest, mortgage or encumbrance (collectively, "Liens") arising by or through Company. Company shall pay in full, so as to discharge or satisfy, all Liens on or against the Property. In connection with any reverter of title, Company shall not be entitled to a refund of the Purchase Price. ***Appointment of Attorney in Fact:*** If Company fails to deliver such documents, including but not limited to a special warranty deed, to City within thirty (30) days after written demand by City, then City shall be authorized to execute, on Company's behalf and as its attorney-in-fact, the special warranty deed required by this Section, and for such limited purpose Company does hereby constitute and appoint City as its attorney-in-fact.

Company further agrees that it shall indemnify City and hold it harmless with respect to any demand, claim, cause of action, damage, cost, expense, liability or injury made, suffered, or incurred as a result of or in connection with the Project, or Company's failure to carry on or complete same, or any Lien or Liens on or against the Property of any type or nature whatsoever that attaches to the Property by virtue of Company's ownership of same. If City files suit to enforce the terms of this Agreement and prevails in such suit, then Company shall be liable for all legal expenses, including but not limited to reasonable attorneys' fees, incurred by City. Company's duties of indemnity pursuant to this Section shall survive the expiration, termination or cancellation of this Agreement for any reason.

5. **Utilities.** Company will be responsible for obtaining or extending water, sewer, telephone, electricity, gas and other utility services to any location on the Project Site and for payment of any associated connection fees and costs of usage after the date of conveyance from City.

6. **No Encumbrances; Limited Exception.** Until completion of the Improvements, Company agrees that it shall not create, incur, or suffer to exist any Liens on the Property, other than such mortgage or mortgages as may be reasonably necessary to finance Company's completion of the Improvements and of which Company notifies City before Company executes any such mortgage. Company may not mortgage the Property or any part thereof for any purpose except in connection with financing of the Improvements.

7. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer its interest in the Property prior to completion of the Project, whether in whole or in part, to any other person or entity without the prior written consent of City. Reasonable grounds for the City to withhold its consent shall include but are not limited to the inability of the proposed transferee to demonstrate to the City's satisfaction that it has the financial ability to observe all of the terms to be performed by Company under this Agreement.

8. **Representations and Warranties of City.** City hereby represents and warrants as follows:

A. City is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Each person who executes and delivers this Agreement and all documents to be delivered hereunder is and shall be authorized to do so on behalf of City.

9. **Representations and Warranties of Company.** Company hereby represents and warrants as follows:

A. It is duly organized, validly existing, and in good standing under the laws of the state of its organization.

B. It has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

C. This Agreement has been duly and validly authorized, executed and delivered by Company and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of Company that is enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of organization or operating agreement of Company or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Company is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

E. There are no actions, suits or proceedings pending or threatened against or affecting Company in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Company or which in

any manner raises any questions affecting the validity of the Agreement or Company's ability to perform its obligations under this Agreement.

10. **Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean any one or more of the following events that continues beyond any applicable cure periods:

A. Failure by Company to cause the rehabilitation Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

B. Transfer by Company of any interest (either directly or indirectly) in the Improvements, the Property, or this Agreement, without the prior written consent of City;

C. Failure by any party hereto to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

D. Any representation or warranty made by Company in this Agreement, or made by Company in any written statement or certificate furnished by Company pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

E. Company (1) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy law or any similar state law; (2) makes an assignment for the benefit of its creditors; (3) admits in writing its inability to pay its debts generally as they become due; (4) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of Company as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Company, or part thereof, shall be appointed in any proceedings brought against Company and shall not be discharged within ninety (90) days after such appointment, or if Company shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to the Property.

11. **Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, the City may terminate this Agreement. Before exercising such remedy, City shall give 30 days' written notice to Company of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or the Event of Default cannot reasonably be cured within 30 days and Company shall not have provided assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. Upon termination, City may exercise any and all remedies available at law, equity, contract or otherwise for recovery of

any sums paid by City to Company before the date of termination or to recover ownership of the Property as set forth in this Agreement.

B. Default by City. Whenever any Event of Default in respect of Company occurs and is continuing, Company may take such action against City to require it to specifically perform its obligations hereunder. Before exercising such remedy, Company shall give 30 days' written notice to City of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or if the Event of Default cannot reasonably be cured within 30 days and City shall not have provided assurances reasonably satisfactory to the Company that the Event of Default will be cured as soon as reasonably possible.

C. Remedies under this Agreement shall be cumulative and in addition to any other right or remedy given under this Agreement or existing at law or in equity or by statute. Waiver as to any particular default, or delay or omission in exercising any right or power accruing upon any default, shall not be construed as a waiver of any other or any subsequent default and shall not impair any such right or power.

12. **Indemnification.** Company hereby releases City, its elected officials, officers, employees, and agents (collectively, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Project site or resulting from any defect in the Improvements. The indemnified parties shall not be liable for any damage or injury to the persons or property of Company or its directors, officers, employees, contractors or agents, or any other person who may be about the Project site or the Improvements, due to any act of negligence or willful misconduct of any person, other than any act of negligence or willful misconduct on the part of any such indemnified party or its officers, employees or agents. The provisions of this Section shall survive the expiration or termination of this Agreement.

13. **Materiality of Company's Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Company to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Company acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

14. **Performance by City.** Company acknowledges and agrees that all of the obligations of City under this Agreement shall be subject to, and performed by City in accordance with, all applicable statutory, common law or constitutional provisions and procedures consistent with City's lawful authority. All covenants, stipulations, promises, agreements and obligations of City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any

governing body member, officer, employee or agent of City in the individual capacity of such person.

15. **No Third-Party Beneficiaries.** No rights or privileges of any party hereto shall inure to the benefit of any contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, subcontractor, material supplier, or other person or entity shall be deemed to be a third-party beneficiary of any of the provisions of this Agreement.

16. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, or by facsimile (with an additional copy delivered by one of the foregoing means), and addressed:

(a) if to City, at 5042 Lafayette Rd., Elk Run Heights, IA 50707, fax number 319-833-0225, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Company, at \_\_\_\_\_, Attention: CEO.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, (iii) three (3) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid, or (iv) when transmitted by facsimile so long as the sender obtains written electronic confirmation from the sending facsimile machine that such transmission was successful. A party may change the address for giving notice by any method set forth in this Section.

17. **No Joint Venture.** Nothing in this Agreement shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the City and Company nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

18. **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly authorized representative of same, and specifying with particularity the extent and nature of the amendment, modification, or waiver. Any waiver by any party of any default by another party shall not affect or impair any rights arising from any subsequent default.

19. **Severability; Reformation.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion

thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

20. **Captions.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted only as a matter of convenience and/or reference, and they shall in no way be construed as limiting, extending, or describing either the scope or intent of this Agreement or of any provisions hereof.

21. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

22. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

23. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

24. **Time of Essence.** Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Development Agreement by their duly authorized representatives as of the date first set forth above.

CITY OF ELK RUN HEIGHTS, IOWA

\_\_\_\_\_

By: \_\_\_\_\_  
Kristy Lundy, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_

Attest: \_\_\_\_\_  
Julie Eastman, City Clerk

**Chapter 13.08****CITY SEWER DISTRICT****Sections:**

- 13.08.010 Sewer district created.**
- 13.08.020 Special fee for nonassessed parcels.**
- 13.08.030 Sewer deposit fee— Amount.**

**13.08.010 Sewer district created.**

One sewer district is created which includes all of the city of Elk Run Heights, Iowa. (Prior code § 8.30)

**13.08.020 Special fee for nonassessed parcels.**

If the property to be connected to a public sewer has not been assessed for any part of the cost of construction of the public sewers, or has been assessed only as an unimproved lot, the owner shall pay a special fee to the city treasurer for the use of the public sewers before the sewer connection permit is issued. The amount of this fee shall be an equitable portion of the cost of the public sewers in relation to the benefits received by the property, and shall be determined by the city council. (Prior code § 8.36)

**13.08.030 Sewer deposit fee— Amount.**

After the effective date of the ordinance codified in this section, there shall be required a sewer deposit of forty-five dollars. (Ord. 175, 1998: Ord. 128 (part), 1988: Ord. 125, 1986: prior code § 8.33)

**Chapter 13.12**  
**SEWERS AND INDUSTRIAL**  
**WASTE**

**Sections:**

- Article I. Definitions**
- 13.12.010 Definitions.
- Article II. Use of Public Sewers**  
**Required**
- 13.12.020 Unlawful uses.
- 13.12.030 Suitable toilet facilities—Required when.
- 13.12.040 Deposit of objectionable waste prohibited.
- 13.12.050 Discharge to natural outlets unlawful.
- Article III. Private Sewage Disposal**
- 13.12.060 Permitted when.
- 13.12.070 Permit—Required—Application—Fee.
- 13.12.080 Permit—Effective when—Inspections.
- 13.12.090 Compliance with other regulations—Prohibited uses.
- 13.12.100 Connection to public sewer—Required when.
- 13.12.110 Sanitary maintenance mandatory.
- 13.12.120 Additional requirements.
- 13.12.130 Disposition of unused systems.
- Article IV. Building Sewers and**  
**Connections**
- 13.12.140 Connections or alterations—Permit required.

- 13.12.150 Building sewer permits—Categories—Fees.
- 13.12.160 Responsibilities of owner.
- 13.12.170 Separate connections required—Exception.
- 13.12.180 Use of existing facilities.
- 13.12.190 Construction specifications and methods.
- 13.12.200 Connections—Below basement floor.
- 13.12.210 Connections—Surface runoff.
- 13.12.220 Connections—Compliance with other regulations.
- 13.12.230 Connections—Notification of superintendent.
- 13.12.240 Excavation safety measures.
- Article V. Use of Public Sewers**
- 13.12.250 Discharge of surface waters unlawful.
- 13.12.260 Stormwater and industrial discharges.
- 13.12.270 Prohibited discharges.
- 13.12.280 Discharging polluted waters or wastes.
- 13.12.290 Discharge procedures for prohibited wastes.
- 13.12.300 Grease, oil and sand interceptors.
- 13.12.310 Preliminary treatment—Owner's responsibilities.

- 13.12.320 Observation, sampling and measurement—  
Manhole installation.
- 13.12.330 Analysis standards.
- 13.12.340 Industrial discharges.

**Article VI. Protection from Damage**

- 13.12.350 Tampering unlawful.

**Article VII. Powers and Authority of Inspectors**

- 13.12.360 General inspection conditions.
- 13.12.370 Safety standards—  
Hold harmless agreement.
- 13.12.380 Inspections—Authority of superintendent.

**Article VIII. Violation—Penalty**

- 13.12.390 Notification—  
Reasonable time limitation.
- 13.12.400 Continued violations.
- 13.12.410 Liability of violator.

**Article I. Definitions**

**13.12.010 Definitions.**

Unless the context specifically indicates otherwise, the meaning of terms used in this chapter shall be as follows:

1. "BOD" (biochemical oxygen demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at twenty degrees Celsius, expressed in milligrams per liter.

2. "Building drain" means that part of the lowest horizontal piping of a drainage system which receives the discharge from

soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet (1.5 meters) outside the inner face of the building wall.

3. "Building sewer" means the extension from the building drain to the public sewer or other place of disposal.

4. "City" means the city of Elk Run Heights, Iowa.

5. "Combined sewer" means a sewer receiving both surface runoff and sewage.

6. "Garbage" means solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

7. "Hearing board" means the Elk Run Heights city council.

8. "Industrial wastes" means the liquid wastes from industrial manufacturing processes, trade or business as distinct from sanitary sewage.

9. May. "May" is permissive.

10. "Natural outlet" means any outlet into a watercourse, pond, ditch, lake or other body of surface or groundwater.

11. "Person" means any individual, firm, company, association, society, corporation or group.

12. "pH" means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

13. "Properly shredded garbage" means the wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch (1.27 centimeters) in any dimension.

14. "Public sewer" means a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.

15. "Sanitary sewer" means a sewer which carries sewage and to which storm, surface and groundwaters are not intentionally admitted.

16. "Sewage" means a combination of the water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such ground, surface and stormwaters as may be present.

17. "Sewage treatment plant" means any arrangement of devices and structures used for treating sewage.

18. "Sewage works" means all facilities for collecting, pumping, treating and disposing of sewage.

19. "Sewer" means a pipe or conduit for carrying sewage.

20. Shall. "Shall" is mandatory.

21. "Slug" means any discharge of water, sewage or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen minutes more than five times the average twenty-four-hour concentration or flows during normal operation.

22. "Storm drain" (sometimes called "storm sewer") means a sewer which carries storm and surface waters and drainage, but excludes sewage and industrial wastes other than unpolluted cooling water.

23. "Superintendent" means the superintendent of sewage works and/or of water pollution control of the city, or his authorized deputy, agent or representative.

24. "Suspended solids" means solids that either float on the surface of, or are in suspension in water, sewage or other liquids and which are removable by laboratory filtering.

25. "Watercourse" means a channel in which a flow of water occurs, either continuously or intermittently. (Ord. 121 Art. 1 §§ 1—24, 1986)

## **Article II. Use of Public Sewers Required**

### **13.12.020 Unlawful uses.**

Except as provided in this chapter, it is unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage. (Ord. 121 Art. 2 § 3, 1986)

### **13.12.030 Suitable toilet facilities— Required when.**

The owner of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes, situated within the city and abutting on any street, alley or right-of-way in which there is now located or may in the future be located, a public sanitary or combined sewer of the city, is required at his expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this chapter, within sixty days after the date of official notice to do so; provided, that such public sewer is within two hundred fifty feet of the property line. Billing for sanitary sewer service will begin the date of official notice to connect to the public sewer. (Ord. 121 Art. 2 § 4, 1986)

**13.12.040 Deposit of objectionable waste prohibited.**

It is unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the city or in any area under the jurisdiction of the city, any human or animal excrement, garbage or other objectionable waste. (Ord. 121 Art. 2 § 1, 1986)

**13.12.050 Discharge to natural outlets unlawful.**

It is unlawful to discharge to any natural outlet within the city, or in any area under the jurisdiction of the city, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter. (Ord. 121 Art. 2 § 2, 1986)

**Article III. Private Sewage Disposal****13.12.060 Permitted when.**

Where a public sanitary or combined sewer is not available under the provisions of Section 13.12.030, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this article. (Ord. 121 Art. 3 § 1, 1986)

**13.12.070 Permit—Required—Application—Fee.**

Before commencement of construction of a private sewage disposal system the owner shall first obtain a written permit signed by the superintendent. The application for such permit shall be made on a form furnished by the city, which the applicant shall supplement by

any plans, specifications and other information as are deemed necessary by the superintendent. A permit and inspection fee of ten dollars shall be paid to the city at the time the application is filed. The owner shall also obtain such permits as may be required by Blackhawk County and the state of Iowa. (Ord. 121 Art. 3 § 2, 1986)

**13.12.080 Permit—Effective when—Inspections.**

A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the superintendent. He shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the superintendent when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within seventy-two hours of the receipt of notice by the superintendent. (Ord. 121 Art. 3 § 3, 1986)

**13.12.090 Compliance with other regulations—Prohibited uses.**

The type, capacities, location and layout of a private sewage disposal system shall comply with the state of Iowa and Blackhawk County. No permit shall be issued for any private sewage disposal system employing subsurface soil absorption facilities where the area of the lot is less than fifteen thousand square feet. No septic tank or cesspool shall be permitted to discharge to any natural outlet. (Ord. 121 Art. 3 § 4, 1986)

**13.12.100 Connection to public sewer—  
Required when.**

At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in Section 13.12.090 of this article, a direct connection shall be made to the public sewer in compliance with this chapter, and any septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned and filled with suitable material. (Ord. 121 Art. 3 § 5, 1986)

**13.12.110 Sanitary maintenance  
mandatory.**

The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the city. (Ord. 121 Art. 3 § 6, 1986)

**13.12.120 Additional requirements.**

No statement contained in this article shall be construed to interfere with any additional requirements that may be imposed by the health officer. (Ord. 121 Art. 3 § 7, 1986)

**13.12.130 Disposition of unused  
systems.**

When a public sewer becomes available, the building sewer shall be connected to the sewer within sixty days and the private sewage disposal system shall be cleaned of sludge and filled with clean bank-run gravel or dirt. (Ord. 121 Art. 3 § 8, 1986)

**Article IV. Building Sewers and  
Connections**

**13.12.140 Connections or alterations—  
Permit required.**

No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtain-

ing a written permit from the superintendent. (Ord. 121 Art. 4 § 1, 1986)

**13.12.150 Building sewer permits—  
Categories—Fees.**

There shall be two classes of building sewer permits:

A. For residential and commercial service; and

B. For service to establishments producing industrial wastes.

In either case, the owner or his agent shall make application on a special form furnished by the city. The permit application shall be supplemental by any plans, specifications or other information considered pertinent in the judgment of the superintendent. A permit and inspection fee of one hundred dollars for a residential or commercial building sewer permit and one hundred fifty dollars for an industrial building sewer permit shall be paid to the city at the time the application is filed. Any installation not passing code shall be charged a reinspection fee of fifty dollars. (Ord. 121 Art. 4 § 2, 1986)

(Ord. No. 239, § 1, 6-14-2016)

**13.12.160 Responsibilities of owner.**

All costs and expense incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the city from any loss or damage that may directly or

## Chapter 15.04

### BUILDING CODE

#### Sections:

- 15.04.010** Adopted.
- 15.04.015** Building official—  
Appointment and  
authority.
- 15.04.020** Amendments, additions  
and deletions.
- 15.04.025** Building permit fees.
- 15.04.030** Garages—Lot line  
distance restrictions.
- 15.04.040** Garages—Residential  
dwelling distance  
restrictions.
- 15.04.060** Garages—Attached—  
Submission of plans.
- 15.04.080** Garages—Foundation—  
Construction  
specifications.
- 15.04.140** Garages and accessory  
buildings—Combined size  
limitations.

#### **15.04.010** Adopted.

Pursuant to published notice and public hearing as required by law, the Uniform Building Code of the International Conference of Building Officials, 2012 Edition, and all provisions of the Uniform Building Code standards referred to therein published by the International Conference of Building Officials, are adopted in full, except for such portions as may be hereinafter deleted, modified or amended. (Ord. 186 § 1, 1999; Ord. 154 (part), 1992; Ord. 115 § 2, 1983; prior code § 13.1) (Ord. No. 240, § 1, 7-12-2016)

#### **15.04.015** Building official— Appointment and authority.

There is created the office of building official, which official shall be appointed by

the mayor. The building official shall have the authority to employ or obtain such assistance as may be necessary to perform the duties of the office. (Ord. 154 (part), 1992)

#### **15.04.020** Amendments, additions and deletions.

The following amendments, modifications, additions and deletions to the Uniform Building Code of the International Conference of Building Officials, 1997 Edition, are made as follows:

A. Whenever the word "municipality" or the word "city" is used in the code, it shall be held to mean the city of Elk Run Heights, Iowa.

B. Section 105 of the Uniform Building Code is deleted in its entirety.

C. Section 103 is amended by adding the following at the end of the section:

All violations of this code shall constitute a simple misdemeanor and be punished accordingly.

D. Section 106.2 of the Uniform Building Code is amended by adding thereto the following subsections:

12. This Section shall not apply to new construction of accessory buildings of one hundred forty-four square feet or less and minor repairs not exceeding one thousand dollars, including materials and

indirectly be occasioned by the installation of the building sewer. (Ord. 121 Art. 4 § 3, 1986)

**13.12.170 Separate connections required—Exception.**

A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer. (Ord. 121 Art. 4 § 4, 1986)

**13.12.180 Use of existing facilities.**

Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the superintendent, to meet all requirements of this chapter. (Ord. 121 Art. 4 § 5, 1986)

**13.12.190 Construction specifications and methods.**

The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the city. In the absence of code provisions or in the amplification thereof, the materials and procedures set forth in appropriate specifications of the A.S.T.M. and W.P.C.F. Manual of Practice No. 9 shall apply. (Ord. 121 Art. 4 § 6, 1986)

**13.12.200 Connections—Below basement floor.**

Whenever possible, the building sewer shall be brought to the building at the elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer. (Ord. 121 Art. 4 § 7, 1986)

**13.12.210 Connections—Surface runoff.**

No person shall make connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer. (Ord. 121 Art. 4 § 8, 1986)

*Prohibits  
groundwater  
to sewer  
systems*

**13.12.220 Connections—Compliance with other regulations.**

The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the city, or the procedures set forth in appropriate specifications of the A.S.T.M. and the W.P.C.F. Manual of Practice No. 9. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the superintendent before installation. (Ord. 121 Art. 4 § 9, 1986)

**13.12.230 Connections—Notification of superintendent.**

The applicant for the building sewer permit shall notify the superintendent

when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the superintendent or his representative. (Ord. 121 Art. 4 § 10, 1986)

**13.12.240 Excavation safety measures.**

All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city. (Ord. 121 Art. 4 § 11, 1986)

**Article V. Use of Public Sewers**

**13.12.250 Discharge of surface waters unlawful.**

No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, including interior and exterior foundation drains, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer. (Ord. 121 Art. 5 § 1, 1986)

**13.12.260 Stormwater and industrial discharges.**

Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the superintendent. Industrial cooling water or

unpolluted process waters may be discharged, on approval of the superintendent, to a storm sewer, combined sewer or natural outlet. (Ord. 121 Art. 5 § 2, 1986)

**13.12.270 Prohibited discharges.**

No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:

A. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas;

B. Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant, including but not limited to cyanides in excess of two milligrams per liter as CN in the wastes as discharged to the public sewer;

C. Any waters or wastes having a pH lower than 5.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works;

D. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair

and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders;

E. Any waters or wastes having (1) a five-day biochemical oxygen demand greater than three hundred parts per million by weight, or (2) containing more than three hundred fifty parts per million by weight of suspended solids, or (3) having an average daily flow greater than two percent of the average sewage flow of the city, shall be subject to the review of the superintendent. Where necessary in the opinion of the superintendent, the owner shall provide, at his expense, such preliminary treatment as may be necessary to (1) reduce the biochemical oxygen demand to three hundred parts per million by weight, or (2) reduce the suspended solids to three hundred fifty parts per million by weight, or (3) control the quantities and rates of discharge of such waters or wastes. Plans, specifications and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the superintendent and no construction of such facilities shall be commenced until such approvals are obtained in writing. (Ord. 121 Art. 5 § 3, 1986)

**13.12.280 Discharging polluted waters or wastes.**

No person shall discharge or cause to be discharged the following described substances, materials, waters or wastes if it appears likely in the opinion of the superintendent that such wastes can harm either the sewers, sewage treatment process or equipment, have an adverse

effect on the receiving stream, or can otherwise endanger life, limb, public property or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the superintendent will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors. The substances prohibited are:

A. Any liquid or vapor having a temperature higher than one hundred fifty degrees Fahrenheit;

B. Any water or waste containing fats, wax, grease or oils, whether emulsified or not, in excess of one hundred milligrams per liter or containing substances which may solidify or become viscous at temperatures between thirty-two and one hundred fifty degrees Fahrenheit;

C. Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths horsepower (0.76 hp metric) or greater shall be subject to the review and approval of the superintendent;

D. Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not;

E. Any waters or wastes containing iron, chromium, copper, zinc and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite

sewage at the sewage treatment works exceeds the limits established by the superintendent for such materials;

F. Any waters or wastes containing phenols or other taste-or odor-producing substances, in such concentrations exceeding limits which may be established by the superintendent as necessary, after treatment of the composite sewage, to meet the requirements of the state, federal or other public agencies of jurisdiction for such discharge to the receiving waters;

G. Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the superintendent in compliance with applicable state or federal regulations;

H. Any waters or wastes having a pH in excess of 9.5;

I. Materials which exert or cause:

1. Unusual concentrations of inert suspended solids (such as, but not limited to Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate),

2. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions),

3. Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works,

4. Unusual volume of flow or concentration of wastes constituting slugs as defined herein:

J. Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such

degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters. (Ord. 121 Art. 5 § 4, 1986)

### **13.12.290 Discharge procedures for prohibited wastes.**

If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in Section 13.12.280 of this article, and which in the judgment of the superintendent, may have a deleterious effect upon the sewage works, processes, equipment or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the superintendent may:

A. Reject the wastes;

B. Require pretreatment to an acceptable condition for discharge to the public sewers;

C. Require control over the quantities and rates of discharge; and/or

D. Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of Section 13.12.230 of this article.

If the superintendent permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the superintendent, and subject to the requirements of all applicable codes, ordinances and laws. (Ord. 121 Art. 5 § 5, 1986)

**13.12.300 Grease, oil and sand interceptors.**

Grease, oil and sand interceptors shall be provided when, in the opinion of the superintendent, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the superintendent, and shall be located as to be readily and easily accessible for cleaning and inspection. (Ord. 121 Art. 5 § 6, 1986)

**13.12.310 Preliminary treatment—Owner's responsibilities.**

Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense. (Ord. 121 Art. 5 § 7, 1986)

**13.12.320 Observation, sampling and measurement—Manhole installation.**

When required by the superintendent, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the superintendent. The manhole shall be installed by the owner

at his expense, and shall be maintained by him so as to be safe and accessible at all times. (Ord. 121 Art. 5 § 8, 1986)

**13.12.330 Analysis standards.**

All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this chapter shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at such control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb and property. The particular analyses involved will determine whether a twenty-four-hour composite of all outfalls of a premise is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from twenty-four-hour composites of all outfalls whereas pH's are determined from periodic grab samples. (Ord. 121 Art. 5 § 9, 1986)

**13.12.340 Industrial discharges.**

No statement contained in this article shall be construed as preventing any special agreement or arrangement between

the city and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the city for treatment, subject to payment therefor, by the industrial concern. (Ord. 121 Art. 5 § 10, 1986)

#### **Article VI. Protection from Damage**

##### **13.12.350 Tampering unlawful.**

No unauthorized person shall maliciously, wilfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the sewage works. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct. (Ord. 121 Art. 6 § 1, 1986)

#### **Article VII. Powers and Authority of Inspectors**

##### **13.12.360 General inspection conditions.**

The superintendent and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling and testing in accordance with the provisions of this chapter. The superintendent or his representatives shall have no authority to inquire into any processes including metallurgical, chemical, oil, refining, ceramic, paper or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for waste treatment. (Ord. 121 Art. 7 § 1, 1986)

##### **13.12.370 Safety standards—Hold harmless agreement.**

While performing the necessary work on private properties referred to in Section 13.12.360 of this article, the superintendent or duly authorized employees of the city shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the city employees and the city shall indemnify the company against loss or damage to its property by city employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions as required in Section 13.12.320. (Ord. 121 Art. 7 § 2, 1986)

##### **13.12.380 Inspections—Authority of superintendent.**

The superintendent and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all private properties through which the city holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the sewage works lying within such easement. All entry and subsequent work, if any, on the easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved. (Ord. 121 Art. 7 § 3, 1986)

**Article VIII. Violation—Penalty****13.12.390 Notification—Reasonable time limitation.**

Any person found to be violating any provision of this chapter except Article VI of this chapter shall be served by the city with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations. (Ord. 121 Art. 8 § 1, 1986)

**13.12.400 Continued violations.**

Any person who continues any violations beyond the time limit provided for in Section 13.12.390, shall be guilty of a misdemeanor, and on conviction thereof, shall be fined in the amount not exceeding one hundred dollars for each violation. Each day in which any such violation continues shall be deemed a separate offense. (Ord. 121 Art. 8 § 2, 1986)

**13.12.410 Liability of violator.**

Any person violating any of the provisions of this chapter shall become liable to the city for any expense, loss or damage occasioned the city by reason of such violation. (Ord. 121 Art. 8 § 3, 1986)

**RESOLUTION 3043**

**RESOLUTION APPROVING A CONTRACT FOR  
EXTRATERRITORIAL SEWER SERVICE**

**WHEREAS**, the City of Elk Run Heights, Iowa has been made aware of an individual outside city limits who seeks to participate in extraterritorial sewer service provided by the City of Elk Run Heights; and

**WHEREAS**, the City has agreed to provide extraterritorial service to this individual pursuant to the terms and conditions of the contract attached and incorporated by reference herein as Exhibit A; and

**WHEREAS**, pursuant to Iowa Code the City may provide extraterritorial utility service to an individual outside city limits by contract; and

**WHEREAS**, the property owner located at the physical address of \_\_\_\_\_ has agreed to enter into the contract attached and incorporated by reference herein; and

**WHEREAS**, the City believes it is in the best interest of the City to participate in extraterritorial service to this individual; and

**WHEREAS**, the City Council deems that an individual seeking extraterritorial service must execute the contract incorporated as well as sign an Application Contract for Sewer Service available at City Hall; and

**NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF ELK RUN HEIGHTS, IOWA**, approves entry into the contract attached and incorporated by reference herein as Exhibit A and agrees to provide extraterritorial sewer service to the individual executing the contract to the property indicated in the contract.

**PASSED AND APPROVED ON THIS 10<sup>TH</sup> DAY OF NOVEMBER 2020**

**ATTEST:**

\_\_\_\_\_  
**Kristi Lundy, Mayor**

\_\_\_\_\_  
**Julie Eastman, City Clerk**

**APPLICATION CONTRACT FOR SEWER SERVICE**

City of Elk Run Heights  
Elk Run Heights Sewer Department  
5042 Lafayette Road  
Elk Run Heights, Iowa 50707

Date \_\_\_\_\_

Account # \_\_\_\_\_

Deposit: A supply of sewer services is desired of the premises known as \_\_\_\_\_ and the undersigned "Owner" of the property above referred to in consideration of a sewer service to be furnished by the City for said premises, hereby agrees to be responsible for and pay all sewer collection fees until written notice is given at City Hall that the owner no longer desires said service. I agree that in the event any portion of any bill is not paid when due, sewer service to the above premises may, in the discretion of the City of Elk Run Heights be discontinued until such combined bill or bills are paid. I further agree to permit any official or employee of the City of Elk Run Heights to enter the premises or buildings at all reasonable hours for the purpose of inspection of said sewer connection, to examine pipe and fixtures in the manner in which said sewer service is used and to abide by and comply with all rules and regulations governing customers now in force, or which may be hereafter adopted by the City of Elk Run Heights and to be responsible for, and pay for any damage to the sewer meter to be installed at said premises above specified.

Send bills to: \_\_\_\_\_

\_\_\_\_\_  
Customer Signature

Date of Birth: \_\_\_\_\_

Phone number: \_\_\_\_\_

Preparer Information: Heather A. Prendergast, 321 E. 4<sup>th</sup> St., PO Box 956, Waterloo, IA 50704-0956  
Taxpayer Information:  
Return Document to: Heather A. Prendergast, 321 E. 4<sup>th</sup> St., PO Box 956, Waterloo, IA 50704-0956  
Grantor: Grantees: The City of Elk Run Heights

### SEWER PURCHASE CONTRACT

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the City of Elk Run Heights, (hereinafter referred to as "City") and \_\_\_\_\_, (hereinafter referred to as "Customer").

WHEREAS, the City is a municipality which owns, operates and maintains a public sewer system, storage and distribution system serving the residents of the City; and

WHEREAS, Customer desires to receive extra territorial services form the City's sewer utility at the Customer's property physically located \_\_\_\_\_ which is legally described as follows:

INSERT LEGAL

and

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth:

1. City Covenants. The City agrees and covenants to the following under this agreement:
  - a. Point of Connection and Delivery. The City shall identify a point of connection delivery, at or near the location where the Customer's sewer service line shall connect to the City's sewer main. ~~At the point of delivery, there shall be a shutoff valve at the point of connection and delivery.~~
  - b. Approval and Connection. Prior to the customer connecting to the City's sewer main at the point of delivery, the Customer shall provide plans to the City Engineer and Director of Public Works for its design and hookup to the City's sewer main. Said plans and design must be approved in writing by both the Director of Public Works and the City Engineer prior to any hookup to the City's

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main. Any hookup to the main shall be completed by a licensed, bonded and approved plumber whose name and credentials shall be submitted to the Director of Public Works for the City prior to any work being initiated.

2. Customer Obligations. The Customer agrees to the following obligations:
  - a. Application and Deposit. Customer shall submit a standard customer application for service and security deposit as a prerequisite to receiving service.
  - b. Sewer Rates and Policies. Customer shall be charged the same rates and shall be subject to the same policies as other residential customers of the sewer utility within the City. It is not uncommon for the rates to be above the City's standard rates.
  - c. Maintenance of Service Line. Customer shall be solely responsible for the maintenance of the private sewer line serving the property from the residence until the City's sewer main.
  - d. Service Line Solely for the Customer. The service line serving the property shall be for the sole use of the Customer and no other customer shall be served by the service line or a portion thereof, without the approval of the Director of Public works and City Engineer-
  - e. Rights of Way and Easements. Customer shall provide the required rights of way easements and/or permits for the construction of said service line. It is further mutually agreed between the City and Customer as follows:
    - (1) Term of Contract. This agreement shall extend for an initial term of forty (40) years from the date indicated in the notice of availability from the City to the Customer.
    - (2) Failure to Deliver. The City will, at all times, operate and maintain its sewer system in an efficient manner and will take such action as may be necessary to furnish Customer with such quantities and needs as can be supplied by the City in accordance with the limitations here and above described.
    - (3) Modification of Contract. All provisions of this agreement may be modified or altered by mutual agreement. However, any such modification shall be contained in a written document approved and signed by the governing bodies of both parties to be effective.
    - (4) Remedies of the Parties. If either party fails to timely perform its obligations under this contract, the aggrieved party shall have the right to terminate this contract and to utilize any and other remedies or actions at law and equity available to them.

IN WITNESS WHEREOF, the parties hereto acting under the respective governing bodies have caused this agreement to be duly executed in triplicate each of which will constitute an original.

City of Elk Run Heights, Iowa:

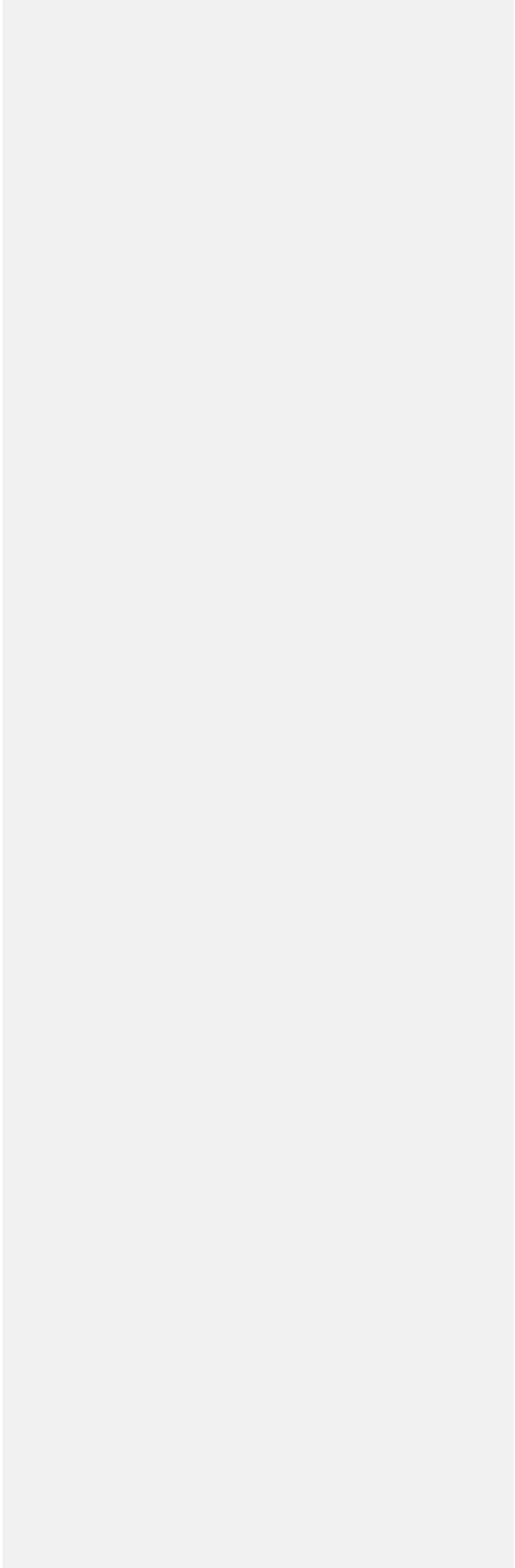
By: \_\_\_\_\_  
Kristy Lundy, its Mayor

and:

\_\_\_\_\_  
Julie Eastman, its City Clerk

CUSTOMER:

\_\_\_\_\_



## ORDINANCE 268

### AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ELK RUN HEIGHTS, IOWA, BY AMENDING PROVISIONS PERTAINING TO TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.04 TRAFFICE CODE, ARTICLE IX. PARKING, SECTION 10.04.440 RESIDENTIAL PARKING

**BE IT ENACTED** by the City Council of the City of Elk Run Heights, Iowa:

**SECTION 1. SECTION MODIFIED.** Ordinance 10.04.440 of the City of Elk Run Heights, Iowa, is repealed in its entirety and the following adopted in lieu thereof:

**10.04.440 RESIDENTIAL PARKING.** Motor vehicle parking and storage is not permitted in any yard in a zoning district, except as provided in this section.

1. **Sidewalks.** No motor vehicle shall be parked or obstruct any public sidewalk.
2. **Driveways.** A motor vehicle may be parked upon a driveway. For the purposes of this section, a driveway shall be the area designated which provides access from the public street to a parking area, an attached garage, carport or detached garage. The driveway shall be free of grass and weeds and maintained with concrete, brick, stabilized gravel, or combinations of such materials with the necessary base, asphalt or other material as approved by Council
3. **Recreational Vehicle.**
  - For purposes of this section, recreational vehicles shall include bus campers, camper trailers, pickup campers, travel trailers, motor homes, snowmobiles, boats and trailers. Recreational vehicles shall not be used for living, sleeping or residential purposes while parked or stored pursuant to this section. Recreational vehicles may only be parked in the front yard upon a driveway for up to 14 days unless stored in an enclosed area.
4. **Side and Rear Yard Parking.** No more than two motor vehicles may be parked or stored in any side yard or rear yard, and any such vehicles must be parked or stored on a driveway, carport, hard surface pad or accessory building as defined in this code.
5. **Equipment and Materials.** No farming equipment or farming machinery shall be parked or stored unless within an enclosed structure.
6. **Hard Surface Pads.** For the purposes of this section, a hard surface pad shall be defined as surfaced and maintained with concrete, brick, stabilized gravel, combinations of such materials with the necessary base, asphalt or other material approved by Council.
7. **Motor Vehicles.** For purposes of this section, motor vehicles shall include automobiles, motorcycles, vans, pickup trucks, similar vehicles, and recreational vehicles.
8. **Temporary Parking.** Temporary parking shall be allowed in the front yard for any vehicles which does not occur in excess of 48 hours.

9. **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 must adhere to the requirements of this chapter. It is the intent of this section that provisions pertaining to hard surface on driveways are effective from this point forward and any residence previously in compliance with this code shall be considered “grandfathered” pertaining to driveway surfaces only.

**SECTION 2. SEVERABILITY CLAUSE.** If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

**SECTION 4. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

**PASSED AND APPROVED ON THIS 13<sup>TH</sup> DAY OF OCTOBER 2020**

First Reading: 10/13/2020

Second Reading:

Third Reading:

**ATTEST:**

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Kristi Lundy, Mayor

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Julie Eastman, City Clerk

**CITY OF ELK RUN HEIGHTS  
PART TIME BUILDING INSPECTOR  
EMPLOYMENT AGREEMENT/JOB DESCRIPTION**

**THIS AGREEMENT**, made effective on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ (the "Effective Date") by and between the City of Elk Run Heights, Iowa, a municipality and subdivision of the State of Iowa, hereinafter called the "Employer," and \_\_\_\_\_, hereinafter called the "Employee." This Employment Agreement may be referred to herein as the "Agreement". Employer and Employee may be referred to herein as a "Party" or collectively, the "Parties."

---

**RECITALS:**

**WHEREAS**, the Employer wants to hire a Part Time Building Inspector to fulfill its obligations under the Iowa Code and the Employer's Ordinances;

**WHEREAS**, the Employee is trained as and has experience as a Building Inspector; and

**Commented [AR1]:** Is any license necessary/required?

**WHEREAS**, the Parties desire to enter into a contract of employment that sets for the nature of the work and the terms of employment.

**AGREEMENT:**

**NOW, THEREFORE**, in consideration of the premises, and of the respective promises, agreements, undertakings, and covenants hereinafter set forth, IT IS AGREED AS FOLLOWS:

1. **Employment.** Employer agrees to employ the Employee, and the Employee accepts employment upon the terms and conditions hereinafter set forth.

2. **Status.** Employee shall work part-time, no more than twenty-nine (29) hours per each week.

3. **Term/Termination.** This Agreement shall commence on the Effective Date and shall end on December 31, 2021 (the "Termination Date") unless the parties agree to extend the Agreement, which must be done in writing. However, this Agreement may be immediately terminated upon notice to Employer that Employee's license is suspended or revoked or this Agreement may be voluntarily terminated by either party at any time upon thirty (30) days advance written notice, with the Termination Date being the 61<sup>st</sup> day. Upon termination, Employer shall pay all compensation due and owing shall be paid within two (2) weeks of the Termination Date. Within three (3) business days of termination, Employee shall return all of Employer's property (including but not limited to documents, data, equipment, and keys). Finally, this is a personal services Agreement, and it shall terminate immediately upon Employee's death.

**Commented [AR2]:** Do you want to shorten to two weeks? Make this terminable at will, no notice for either side?

4. **Nature of Work/Essential Job Functions.** Work involves conducting residential, commercial and industrial building inspections following application by property owners and/or tenants. Drives to and by properties; schedules appointments with property owners; visually and physically inspects buildings to ascertain depreciation, improvements, or demolition. Valid driver's license is required. Timely issues work permits. Timely issues stop work orders as needed. Timely determines whether construction, electrical, plumbing, mechanical work performed is in conformity with the provisions of the City's ordinances. Timely issues final inspection certification/approval forms. Responds to all communications by residents or Employer's agents or employees within three (3) business days of contact.

Commented [AR3]: Any essential functions missing?

5. **Commission payment for Services.** Employer shall pay Employee a commission of 65% of all final permit fees within three (3) business days of Employee's submission of the final inspection report. All regular payroll taxes shall be withheld from commissions.

Commented [AR4]: Do you want a different scheme? Where, the City pays every other week or on the 15<sup>th</sup> and last day of the month, but only based upon submission of final inspection reports?

6. **Benefits.** This position qualifies for participation in the IPERS defined benefit pension plan. If the Employee elects to participate in IPERS, Employee's contribution shall be withheld from the commissions paid pursuant to Section 5. There are no other benefits associated with employment in this position.

7. **Notices.** Any notices required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by registered mail to Employee's residence, in the case of the Employee, or by hand-delivery or registered mail to the City Clerk in the case of the Employer.

8. **Governing Law/Jury Waiver.** This Agreement is executed in Iowa and shall be subject to and governed by the laws of the State of Iowa, irrespective of the fact that Employee may be or become a resident of a different state. Any judicial action to enforce provisions of this Agreement shall be commenced in state court located in Black Hawk County, Iowa.

9. **Invalid Provision.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, representations, understandings and agreements by and between the parties, specifically including any and all previous employment agreements between Employer and Employee. This Agreement may be modified, amended or revoked at any time prior to the death of Employee only by an instrument of equal formality signed by both Employee and Employer's duly authorized agent.

11. **Disputes regarding the Agreement.** The Parties agree to submit any dispute directly or indirectly arising from or related to the subject matter of this Agreement to non-binding mediation before any litigation. The parties shall select a mutually agreeable, neutral mediator to hear the dispute and shall participate in mediation in good faith. If the Parties cannot reach a resolution of the dispute at mediation, the Parties agree that they voluntarily and irrevocably waive to the fullest extent permitted by Iowa law, the right to a trial by jury in any lawsuit directly or indirectly arising from or related to the subject matter of this Agreement.

**IN WITNESS WHEREOF**, parties hereto have knowingly and voluntarily entered into this Agreement as of the Effective Date.

**City of Elk Run Heights, Iowa.**

\_\_\_\_\_

“EMPLOYER”

“EMPLOYEE”

By: \_\_\_\_\_

\_\_\_\_\_

Print name/Title \_\_\_\_\_

Print name/Title \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BUDGET REPORT**  
**CALENDAR 11/2020, FISCAL 5/2021**

**PCT OF FISCAL YTD 41.6%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
121-910-6910	TRANSFER OUT	140,000.00	.00	.00	.00	140,000.00
121-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DIFFERENCE	140,000.00	.00	.00	.00	140,000.00
		=====	=====	=====	=====	=====
		=====	=====	=====	=====	=====
	PROOF	140,000.00	.00	.00	.00	140,000.00
		=====	=====	=====	=====	=====

613 - \$50,000  
 307 - \$90,000

**BUDGET REPORT**  
**CALENDAR 11/2020, FISCAL 5/2021**

**PCT OF FISCAL YTD 41.6%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
300-210-6407	ENGINEERING - STREET PROJECT	.00	.00	.00	.00	.00
300-210-6499	STREET CONTRACTUAL SERV	50,000.00	.00	.00	.00	50,000.00
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
		=====	=====	=====	=====	=====
	DIFFERENCE	50,000.00	.00	.00	.00	50,000.00
		=====	=====	=====	=====	=====
		=====	=====	=====	=====	=====
	PROOF	50,000.00	.00	.00	.00	50,000.00
		=====	=====	=====	=====	=====