

Agenda
City of Elk Run Heights
Regular Council Meeting
September 14, 2021 - 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 September 14, 2021 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 August 10, 2021 regular meeting minutes, and August 24, 2021 special meeting minutes
 - b. City Clerk's Reports as of August 31, 2021: Budget Report, Treasurer's Report, Revenue Report, and Investment Report
 - c. Approval of Building Inspection, Library (June), PeopleService Sewer/Water, and Police Reports
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 4001 authorizing the payment of bills and transfers
 - b. Resolution 4002 terminating the contract with Evansdale Public Library for library services
 - c. Resolution 4003 entering into contract with the City of Dunkerton for Library Services
 - d. Resolution 4004 a resolution of the City Council of the City of Elk Run Heights, Iowa, authorizing payment #3 to WRH, Inc. in the amount of \$399,093.69 for the Wastewater Treatment Plant Project
 - e. Resolution 4005 authorizing payment #1 to Lodge Construction in an amount of \$3,589.00 for the Mayor's Park Trail project
7. Discussion: ISEP, Iowa Safety Education Program
8. Resolution 4006 approving the Mayor to sign into an Agreement with Iowa Safety Education Program, ISEP who will provide safety education programing in an amount of \$2,051.00 per year
9. Request from Mayor to sign water utility vendor agreement for low-income household water assistance program
10. Request from PeopleService, Inc. to purchase a replacement hydromatic impeller for the Sutton Lift Station from Electric Pump in an amount not to exceed \$2,456.00
11. Request from PeopleService, Inc. to install software for the omni site equipment allowing for more detailed notifications in an amount not to exceed \$3,200.00
12. Request from Public Works to purchase 25 tons of street salt in an amount not to exceed \$3,600.00 from Zippy's Salt Barn
13. Request from Public Works to have B&B Builders of Washburn, Iowa perform repairs to Dubuque Road in an amount not to exceed \$49,399.50

14. Request from Public works to have the sidewalk and basketball court concrete replaced by B&B Builders in an amount not to exceed \$1,960.00
15. Request from Park's committee for the authorization to apply for a Black Hawk County Gaming Grant with the purposes of matching the LAWCON Grant
16. Review Insurance Policy
17. Discussion: Box Elder Tree at Shirley Park
18. Discussion: Multi-family homes, billing proceeds for utilities
19. Discussion: Selling wood from trees in Mayor's Park to the Amish
20. Discussion: Speed camera's
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 Report
 - a. Update on costs for Mayor's Park Trail Project
 - b. Voluntary field trip to the park
23. Codification topics:
 - a. Water
 - b. Sewer
24. Adjournment

City of Elk Run Heights
Special Council Meeting
Located at Eddis Winstead Council Chambers
August 10, 2021 - 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 – Bass, Sallis, Smock and Ratchford. Absent – Wilson. Quorum present.

Ratchford/Bass to approve of the August 10, 2021 Agenda. Ayes-four. Motion carried.

Ratchford/Smock to approve Consent Agenda a. Approve the July 13, 2021 regular meeting minutes b. City Clerk's Reports as of July 31, 2021: Budget Report, Treasurer's Report, and Revenue Report c. Approval of Building Inspection, and PeopleService Sewer/Water. d. New Liquor License: Elk Run Community Days – 08/14/21. Ayes-four. Motion carried.

Approval of the Resolution Calendar – a. Resolution 3094 authorizing the payment of bills and transfers b. Resolution 3095 a resolution approving change order #1 from WRH, Inc. for \$15.11 per ton of sand, not exceeding \$43,000.00 c. Resolution 3096 a resolution of the City Council of the City of Elk Run Heights, Iowa, authorizing payment #2 to WRH, Inc. in the amount of \$356,384.10 for the Wastewater Treatment Plant Project d. Resolution 3097 approving the BUYIT grant application for new computers e. Resolution 3098 awarding contract for the Mayor's Park Trail Project to Lodge Construction, Inc. of Clarksville, Iowa in an amount not to exceed \$562,444.50 f. Resolution 3099 approving Mayor to sign contract with Building and Grounds LLC of Ossian, Iowa for the Creek Cleanup Project at Mayor's Park. Councilor Ratchford asked for clarification on Resolution 3098, stating the low bid is over what was budgeted for the project. City Engineer Mike Dryden explained he is unable to contact the contractor until after the contract is awarded because of the Department of Transportation's guidelines. Once the contract is awarded Dryden will contact the contractor and revise portions of the project in order to keep the project in line with the original budget. Councilor Bass expressed concerns with accepting the contract at the price it came in at, and concerns with change orders. Dryden stated the change orders are lowering the costs and is confident the costs will be lowered without out issues. Councilor Smock added that there is no way this project will be over budget and will remove or change whatever is needed to make sure that happens. Ratchford stated he would approve this only if it stays on the original budget. Roll call vote. Ayes-four.

Discussion/Possible Action: Options for Library Services provided to residents per state code. City Clerk Eastman presented Council with the information provided from the surrounding area's libraries. Giving explanation that Jesup is in a separate county which would cause a problem for the online usage due to the funding for those programs being county funded. Waterloo would be at least \$16.23 per capita, Dunkerton would be \$9.00 per capita, and Evansdale being \$9.54 per capita. After discussion Council agreed to move forward with Dunkerton Public Library. Ayes-four. Motion carried.

Discussion/Possible Action: Holding two Regular Council Meetings per month. Council discussed the option and agreed to continue holding one regular council meeting and only hold special meetings. City Clerk Eastman stated there needs to be a special meeting held on August 24 for approval of paperwork for the SRF loan for the wastewater treatment plant funding. Councilor Ratchford asked if he could possibly call in and vote to save the taxpayers money. Eastman explained that calling in is still considered being present, but if they wanted to donate their time there can be a note made of that.

Discussion/Possible Action: Updating the signage at Mayor's Park. Mayor Lundy stated the sign at Mayor's Park is full and there is no longer room to add future Mayor's, asking what Councilor thought about getting a new sign. There were some suggestions discussed and it was agreed to get more information and bring it to the next meeting.

Public discussion: Thomas Storm of Jackie Ave. asked about the sump pump inspections. City Clerk Eastman explained this is straight from our Code, provided by the Department of Natural Services. Jamie,

the owner of storage facility on Gilbertville Road asked Council if he were to buy some land on Plaza Drive if they would be willing to provide a tax break. Council responded they would like to hear what the plans are but would consider providing a break for newly developed commercial land.

Mayors/Council/Engineer Reports: Councilor Ratchford asked about having the hydrants repainted. Ratchford then provided Council with information from discussions regarding Ordinance 241, Automated Traffic Enforcement, pointing out that although it was passed there was not any action taken to install the automated speed cameras. Continuing to explain the process of how the GTSO system works and that it will cost the city no money. Ratchford also mentioned he has received very negative feedback about the speed bumps. Councilor Smock countered she has had very positive feedback. After continued discussions it was agreed to bring this to another meeting as an agenda item.

Ratchford/Smock to adjourn at 6:49 p.m. Ayes-four. Motion carried.

Attest:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

City of Elk Run Heights
Special Council Meeting
Located at Eddis Winstead Council Chambers
August 24, 2021 - 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 –Bass, Sallis, and Wilson. Absent – Smock, Wilson. Quorum present.

Ratchford/Bass to approve of the August 24, 2021 Agenda. Ayes-three. Motion carried.

Bass/Sallis to approve Resolution 4000 authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$3,320,000 Sewer Revenue Bonds, Series 2021 for the Wastewater Treatment Plant Project. Roll call vote: Ayes-three.

Discussion: How to apply the American Rescue Plan Funds. City Clerk Eastman explained this didn't need to be decided on for awhile but was trying to get an idea of which fund to put them to. After some discussion it was agreed to put the funds toward the Water Fund for the time being.

Wilson/Sallis to adjourn at 6:19 p.m. Ayes-three. Motion carried.

Attest:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
001-110-6413	EVANSDALE POLICE DEPARTMENT	49,447.00	.00	12,361.75	25.00	37,085.25
001-130-6310	BUILDING REPAIR/MAINT	.00	2,788.10	2,788.10	.00	2,788.10
001-130-6413	BH CO EMERGENCY MGMT/NIRG	6,275.00	558.50	558.50	8.90	5,716.50
001-150-6499	FIRE CONTRACT	40,170.00	.00	9,731.87	24.23	30,438.13
001-170-6010	WAGES - BUILDING INSPECTOR	17,500.00	1,080.99	2,584.54	14.77	14,915.46
001-170-6110	FICA - BUILDING INSPECTIONS	1,340.00	82.71	197.75	14.76	1,142.25
001-170-6130	IPERS - BUILDING INSPECTIONS	1,653.00	102.05	243.98	14.76	1,409.02
001-170-6150	GROUP INSURANCE	1,347.00	136.78	273.56	20.31	1,073.44
001-170-6151	VISION INSURANCE	27.00	1.72	3.44	12.74	23.56
001-170-6155	LIFE INSURANCE	.00	.00	.00	.00	.00
001-170-6160	WORKER'S COMP	130.00	.00	.00	.00	130.00
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	2,284.00	100.00	.00
001-190-6507	OPERATING SUPPLIES	75.00	.00	.00	.00	75.00
001-199-6371	SENTRY LIGHTS	1,300.00	147.80	261.89	20.15	1,038.11
001-299-6710	CAP OUTLAY - VEHICLES	.00	.00	.00	.00	.00
001-410-6413	LIBRARY CONTRACT	10,657.00	.00	.00	.00	10,657.00
001-430-6010	WAGES - PARKS - FT	32,028.00	2,260.16	5,669.51	17.70	26,358.49
001-430-6020	WAGES - PARKS	.00	.00	.00	.00	.00
001-430-6021	WAGES - PARKS - PT	.00	.00	.00	.00	.00
001-430-6110	FICA - PARKS	2,450.00	170.77	429.47	17.53	2,020.53
001-430-6130	IPERS - PARKS	3,023.00	213.36	535.21	17.70	2,487.79
001-430-6150	GROUP INSURANCE	9,432.00	764.03	1,528.06	16.20	7,903.94
001-430-6151	VISION INSURANCE	138.00	8.45	16.90	12.25	121.10
001-430-6155	LIFE INSURANCE	16.00	.00	.00	.00	16.00
001-430-6160	WORKER'S COMP	210.00	.00	.00	.00	210.00
001-430-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00	.00
001-430-6310	BLDNG/GROUNDS MAINT & REPAIR	2,000.00	344.30	361.29	18.06	1,638.71
001-430-6331	FUEL AND OIL	1,200.00	163.00	163.00	13.58	1,037.00
001-430-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00	.00
001-430-6505	PARK EQUIPMENT	.00	52.96	52.96	.00	52.96
001-430-6507	OPERATING SUPPLIES	5,000.00	4,274.92	4,468.59	89.37	531.41
001-430-6599	OTHER SUPPLIES	.00	.00	.00	.00	.00
001-430-6723	CAP OUTLAY-HEAVY EQUIP	.00	.00	.00	.00	.00
001-460-6310	COMM RM REPAIR/MAINT	2,100.00	135.99	305.46	14.55	1,794.54
001-460-6371	UTILITIES	750.00	97.10	192.58	25.68	557.42
001-499-6599	MISC EXPENSE - CELEBRATION	10,000.00	7,644.83	8,298.67	82.99	1,701.33
001-510-6413	PARTNER IN EDUCATION	500.00	.00	.00	.00	500.00
001-510-6490	CHRISTMAS DECORATIONS	750.00	.00	.00	.00	750.00
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	.00	.00	10,200.00
001-610-6110	FICA - MAYOR/COUNCIL	790.00	.00	.00	.00	790.00
001-610-6130	IPERS - MAYOR/COUNCIL	472.00	.00	.00	.00	472.00
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	10.00	.00	.00	.00	10.00
001-610-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00	.00
001-610-6240	MEETING/CONFERENCES	1,000.00	.00	.00	.00	1,000.00
001-610-6373	TELEPHONE/COMMUNICATIONS	480.00	40.00	80.00	16.67	400.00

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
001-620-6010	WAGES - CLERK	43,119.00	3,739.16	9,518.71	22.08	33,600.29
001-620-6020	WAGES - DEPUTY CLERK	8,472.00	.00	.00	.00	8,472.00
001-620-6110	FICA - CLERK	3,970.00	286.06	728.21	18.34	3,241.79
001-620-6130	IPERS - CLERK	4,759.00	352.97	898.56	18.88	3,860.44
001-620-6150	GROUP INSURANCE	6,725.00	504.32	1,008.64	15.00	5,716.36
001-620-6151	VISION INSURANCE	140.00	18.07	36.14	25.81	103.86
001-620-6160	WORKER'S COMP	30.00	.00	.00	.00	30.00
001-620-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00	.00
001-620-6210	DUES	250.00	.00	.00	.00	250.00
001-620-6230	TRAINING	2,500.00	430.00	430.00	17.20	2,070.00
001-620-6240	TRAVEL EXPENSE	1,100.00	315.49	315.49	28.68	784.51
001-620-6373	TELEPHONE/COMMUNICATIONS	480.00	40.00	80.00	16.67	400.00
001-620-6499	OTHER CONTRACTUAL SERV	1,200.00	.00	.00	.00	1,200.00
001-620-6505	OTHER EQUIPMENT	.00	.00	.00	.00	.00
001-620-6506	OFFICE SUPPLIES	2,000.00	8.98	62.95	3.15	1,937.05
001-620-6507	OPERATING SUPPLIES	.00	.00	.00	.00	.00
001-620-6508	POSTAGE	.00	7.00	7.00	.00	7.00-
001-630-6413	ELECTION EXPENSES	1,300.00	.00	.00	.00	1,300.00
001-640-6401	AUDITING/ACCOUNTING	10,000.00	.00	.00	.00	10,000.00
001-640-6411	LEGAL - ATTORNEY	15,000.00	888.00	888.00	5.92	14,112.00
001-640-6414	CODIFICATION	.00	.00	.00	.00	.00
001-650-6010	WAGES - FULL TIME	4,575.00	346.88	869.68	19.01	3,705.32
001-650-6110	FICA	350.00	26.20	65.83	18.81	284.17
001-650-6130	IPERS	432.00	32.74	82.09	19.00	349.91
001-650-6150	GROUP INSURANCE	1,347.00	118.92	237.84	17.66	1,109.16
001-650-6151	VISION INSURANCE	20.00	1.32	2.64	13.20	17.36
001-650-6155	LIFE INSURANCE	53.00	.00	.00	.00	53.00
001-650-6310	BUILDING REPAIR/MAINT	1,800.00	8.49	8.49	.47	1,791.51
001-650-6371	UTILITIES	1,600.00	149.85	314.52	19.66	1,285.48
001-650-6499	OTHER CONTRACTUAL SERV	.00	.00	227.98	.00	227.98-
001-650-6505	OFFICE EQUIPMENT	.00	.00	.00	.00	.00
001-650-6506	OFFICE SUPPLIES	.00	.00	25.00	.00	25.00-
001-650-6507	OPERATING SUPPLIES	500.00	.00	25.78	5.16	474.22
001-650-6508	POSTAGE	2,000.00	7.00	186.00	9.30	1,814.00
001-650-6599	OTHER SUPPLIES	2,500.00	.00	86.76	3.47	2,413.24
001-660-6408	INSURANCE	15,000.00	.00	.00	.00	15,000.00
001-699-6010	WAGES - GENERAL GOV - FT	.00	.00	.00	.00	.00
001-699-6110	FICA - GENERAL GOVERNMENT	.00	.00	.00	.00	.00
001-699-6130	IPERS - GENERAL GOVERNMENT	.00	.00	.00	.00	.00
001-699-6150	GROUP INSURANCE	.00	.00	.00	.00	.00
001-699-6151	VISION INSURANCE	.00	.00	.00	.00	.00
001-699-6155	LIFE INSURANCE	.00	.00	.00	.00	.00
001-699-6210	DUES	2,800.00	580.84	1,300.84	46.46	1,499.16
001-699-6230	TRAINING	.00	.00	.00	.00	.00
001-699-6240	MEETINGS/CONFERENCES	.00	.00	.00	.00	.00
001-699-6371	UTILITIES	.00	.00	.00	.00	.00
001-699-6373	TELEPHONE/COMMUNICATIONS	690.00	49.32	92.20	13.36	597.80
001-699-6407	ENGINEERING (MONTHLY PAYMENT)	.00	.00	.00	.00	.00
001-699-6414	PUBLISHING	2,500.00	224.17	482.41	19.30	2,017.59
001-699-6419	TECHNOLOGY SERVICES	10,500.00	25.00	6,365.32	60.62	4,134.68
001-699-6491	SAFETY TRAINING	550.00	.00	.00	.00	550.00

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
001-699-6499	CONTRACTUAL SERV (COPIER)	.00	.00	.00	.00	.00
001-699-6505	OTHER EQUIPMENT	.00	.00	.00	.00	.00
001-699-6506	OFFICE SUPPLIES	.00	68.66	63.66	.00	63.66-
001-699-6508	POSTAGE	.00	.00	.00	.00	.00
001-699-6599	MISC SUPPLIES	.00	.00	.00	.00	.00
001-699-6725	CAP OUTLAY-OFFICE EQUIP	.00	.00	.00	.00	.00
001-710-6801	PRINCIPAL PAYMENTS	.00	.00	.00	.00	.00
001-710-6851	INTEREST PAYMENTS	.00	.00	.00	.00	.00
001-865-6499	OTHER CONTRACTUAL SERV	.00	288.44	288.44	.00	288.44-
001-910-6910	TRANSFER OUT	224,000.00	.00	.00	.00	224,000.00
001-910-6911	TRANSFER OUT - TIF	.00	.00	.00	.00	.00
001-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
002-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
002-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
003-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
003-999-9999	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	50,405.00	3,994.56	10,017.94	19.87	40,387.06
110-210-6020	WAGES - ROAD USE	.00	.00	.00	.00	.00
110-210-6030	WAGES - ROAD USE - PT	.00	.00	.00	.00	.00
110-210-6110	FICA - ROAD USE	3,856.00	301.93	759.06	19.69	3,096.94
110-210-6130	IPERS - ROAD USE	4,758.00	377.08	945.70	19.88	3,812.30
110-210-6150	GROUP INSURANCE	14,821.00	1,358.62	2,717.24	18.33	12,103.76
110-210-6151	VISION INSURANCE	209.00	15.08	30.16	14.43	178.84
110-210-6155	LIFE INSURANCE	30.00	.00	.00	.00	30.00
110-210-6160	WORKER'S COMP	3,370.00	.00	.00	.00	3,370.00
110-210-6170	UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00	.00
110-210-6181	UNIFORM ALLOWANCE	600.00	159.99	259.99	43.33	340.01
110-210-6310	BUILDING REPAIR/MAINT	5,000.00	73.16	73.16	1.46	4,926.84
110-210-6331	FUEL & OIL	2,800.00	244.00	506.18	18.08	2,293.82
110-210-6332	VEHICLE MAINTENANCE	5,000.00	5.04	22.08	.44	4,977.92
110-210-6371	UTILITIES	1,700.00	80.04	144.89	8.52	1,555.11
110-210-6373	TELEPHONE/COMMUNICATIONS	480.00	160.00	200.00	41.67	280.00
110-210-6375	EQUIPMENT SUPPORT	.00	.00	.00	.00	.00
110-210-6407	ENGINEERING	1,150.00	75.00	1,078.80	93.81	71.20
110-210-6408	INSURANCE	2,000.00	.00	.00	.00	2,000.00
110-210-6417	STREET MAINTENANCE - REPAIRS	10,000.00	32.00	32.00	.32	9,968.00
110-210-6491	SAFETY TRAINING	1,650.00	.00	.00	.00	1,650.00
110-210-6504	SHOP EQUIPMENT	1,000.00	122.86	212.82	21.28	787.18
110-210-6507	STREET MAINTENANCE SUPPLIES	10,000.00	.00	611.48	6.11	9,388.52
110-210-6511	NEW POSTS / SIGNS	250.00	39.96	328.46	131.38	78.46-
110-210-6512	REPLACEMENT POSTS / SIGNS	250.00	.00	.00	.00	250.00
110-210-6599	MISCELLANEOUS SUPPLIES	500.00	145.11	367.11	73.42	132.89
110-210-6723	CAP OUTLAY-HEAVY EQUIP	.00	.00	.00	.00	.00
110-230-6371	STREET LIGHTS	14,000.00	942.06	1,884.57	13.46	12,115.43
110-240-6371	TRAFFIC SIGNAL	1,200.00	65.46	133.85	11.15	1,066.15
110-240-6413	WATERLOO MONTHLY TRAFFIC CONTR	2,800.00	.00	.00	.00	2,800.00
110-250-6332	SNOW PLOW REPAIR	1,000.00	.00	.00	.00	1,000.00
110-250-6489	OTHER CONTRACTUAL SRV	130.00	.00	.00	.00	130.00

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
110-250-6507	SNOW REMOVAL SUPPLIES	10,000.00	.00	.00	.00	10,000.00
110-260-6407	ENGINEERING	5,000.00	.00	.00	.00	5,000.00
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	167,303.00	.00	.00	.00	167,303.00
121-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
125-910-6911	TRANSFER OUT - TIF	35,000.00	.00	.00	.00	35,000.00
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
200-710-6801	PRINCIPAL PAYMENTS	.00	.00	.00	.00	.00
200-710-6851	INTEREST PAYMENTS	100,000.00	.00	.00	.00	100,000.00
200-815-6801	PRINCIPAL PAYMENTS	.00	.00	.00	.00	.00
200-815-6851	INTEREST PAYMENTS	.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	186,000.00	.00	.00	.00	186,000.00
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
302-750-6499	CONTRACTUAL SERV - PLAZA DR	.00	.00	.00	.00	.00
302-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
302-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
303-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
303-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
304-210-6413	PAYMENTS - EVANSDALE	.00	.00	.00	.00	.00
304-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
304-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
305-750-6407	ENGINEERING	.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	478.00	8,863.60	44.32	11,136.40
306-430-6411	LEGAL	.00	.00	.00	.00	.00
306-430-6499	OTHER CONTRACTUAL SERV	675,273.00	.00	.00	.00	675,273.00
306-430-6505	OTHER EQUIPMENT	.00	.00	.00	.00	.00
306-430-6507	OPERATING SUPPLIES	.00	.00	.00	.00	.00
306-430-6910	TRANSFER OUT	.00	.00	.00	.00	.00
306-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
306-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
307-210-6407	ENGINEERING	100,000.00	.00	.00	.00	100,000.00
307-210-6411	LEGAL	.00	.00	.00	.00	.00

BUDGET REPORT
CALENDAR 8/2021, FISCAL 2/2022

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
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	.00	.00	.00	.00
600-810-6011	WAGES - WATER - CLERK	2,396.00	177.44	444.15	18.54	1,951.85
600-810-6020	WAGES - WATER	.00	.00	.00	.00	.00
600-810-6021	WAGES - WATER - PT	8,472.00	545.23	1,523.89	17.99	6,948.11
600-810-6022	WAGES - WATER	.00	.00	.00	.00	.00
600-810-6110	FICA - WATER	832.00	55.28	150.55	18.09	681.45
600-810-6130	IPERS - WATER	330.00	68.22	185.80	56.30	144.20
600-810-6150	GROUP INSURANCE	374.00	28.02	56.04	14.98	317.96
600-810-6151	VISION INSURANCE	14.00	1.00	2.00	14.29	12.00
600-810-6155	LIFE INSURANCE	.00	.00	.00	.00	.00
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	66,500.00	9,777.00	13,162.47	19.79	53,337.53
600-810-6373	TELEPHONE/COMMUNICATIONS	600.00	41.31	82.66	13.78	517.34
600-810-6375	EQUIPMENT SUPPORT	.00	.00	.00	.00	.00
600-810-6413	WATER - WATERLOO	63,000.00	6,190.82	13,067.44	20.74	49,932.56
600-810-6418	SALES TAX EXPENSE	8,000.00	.00	1,883.00	23.54	6,117.00
600-810-6419	TECH SERVICES - ANNUAL SUPPORT	3,000.00	.00	.00	.00	3,000.00
600-810-6489	OTHER CONTRACTUAL SRV	.00	.00	.00	.00	.00
600-810-6490	OTHER PROFESSIONAL SERVICES	28,800.00	2,411.95	4,808.15	16.69	23,991.85
600-810-6497	BANK SERVICE CHGS	.00	.00	.00	.00	.00
600-810-6498	DEPOSIT REFUNDS - WATER	1,000.00	.00	.00	.00	1,000.00
600-810-6499	TESTS/PERMITS	1,500.00	337.29	437.29	29.15	1,062.71
600-810-6505	WT METERS/WT EQUIPMENT	2,000.00	.00	.00	.00	2,000.00
600-810-6506	OFFICE SUPPLIES	300.00	.00	.00	.00	300.00
600-810-6508	POSTAGE	300.00	.00	.00	.00	300.00
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	68,300.00	.00	.00	.00	68,300.00
601-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
610-710-6801	PRINCIPAL PAYMENTS	.00	.00	.00	.00	.00
610-710-6851	INTEREST PAYMENTS	25,000.00	.00	.00	.00	25,000.00
610-815-6010	WAGES - SEWER	.00	.00	.00	.00	.00
610-815-6011	WAGES - SEWER - CLERK	2,396.00	177.44	444.15	18.54	1,951.85
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	184.00	13.56	33.95	18.45	150.05
610-815-6130	IPERS - SEWER	227.00	16.74	41.90	18.46	185.10

BUDGET REPORT
CALENDAR 8/2021, FISCAL 2/2022

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
610-815-6150	GROUP INSURANCE	374.00	28.02	56.04	14.98	317.96
610-815-6151	VISION INSURANCE	14.00	1.01	2.02	14.43	11.98
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
610-815-6310	BUILDING REPAIR/MAINT	.00	3,000.00	3,000.00	.00	3,000.00-
610-815-6320	LIFT STATION EXPENSE	40,000.00	1,125.49	1,125.49	2.81	38,874.51
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	250.39-	5.01-	5,250.39
610-815-6370	UTILITIES - LIFT STATION	5,000.00	327.69	661.85	13.24	4,338.15
610-815-6371	UTILITIES - PLANT	12,000.00	1,879.71	3,777.71	31.48	8,222.29
610-815-6373	TELEPHONE/COMMUNICATIONS	.00	.00	.00	.00	.00
610-815-6399	SEWER LINE REPAIR/MAINTENANCE	25,000.00	17,898.57	17,898.57	71.59	7,101.43
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	15.75	10.50	134.25
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	.00	.00	.00	1,000.00
610-815-6499	PEOPLESERVICES/CONTRACTUAL SRV	115,018.00	9,584.80	19,169.60	16.67	95,848.40
610-815-6501	TESTS/PERMITS	75.00	.00	.00	.00	75.00
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	300.00	.00	.00	.00	300.00
610-815-6508	POSTAGE	300.00	.00	.00	.00	300.00
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
610-910-6910	TRANSFER OUT	10,000.00	.00	.00	.00	10,000.00
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	600,000.00	41,011.85	41,011.85	6.84	558,988.15
613-815-6499	OTHER CONTRACTUAL SERV	2,000,000.00	356,384.10	411,684.10	20.58	1,588,315.90
613-910-6910	TRANSFER OUT	125,000.00	.00	.00	.00	125,000.00
613-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
670-840-6490	GARBAGE COLLECTION	70,000.00	5,277.56	10,311.68	14.73	59,688.32
670-840-6492	RECYCLING EXPENSE	6,500.00	595.57	1,160.35	17.85	5,339.65
670-840-6498	DEPOSIT REFUNDS - GARBAGE	700.00	.00	.00	.00	700.00
670-840-6508	POSTAGE	30.00	.00	.00	.00	30.00
670-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
670-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00

BUDGET REPORT
CALENDAR 8/2021, FISCAL 2/2022

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
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	.00	.00	.00	100.00
671-840-6508	POSTAGE	30.00	.00	.00	.00	30.00
671-910-6910	TRANSFER OUT	.00	.00	.00	.00	.00
671-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DIFFERENCE	5,345,067.00	495,227.77	655,627.41	12.27	4,689,439.59
		=====	=====	=====	=====	=====
		=====	=====	=====	=====	=====
	PROOF	5,345,067.00	495,227.77	655,627.41	12.27	4,689,439.59
		=====	=====	=====	=====	=====

BUDGET REPORT
CALENDAR 8/2021, FISCAL 2/2022

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	49,447.00	.00	12,361.75	25.00	37,085.25
	EMERGENCY MANAGEMENT TOTAL	6,275.00	3,346.60	3,346.60	53.33	2,928.40
	FIRE TOTAL	40,170.00	.00	9,731.87	24.23	30,438.13
	BUILDING INSPECTIONS TOTAL	21,997.00	1,404.25	3,303.27	15.02	18,693.73
	ANIMAL CONTROL TOTAL	2,359.00	.00	2,284.00	96.82	75.00
	OTHER PUBLIC SAFETY TOTAL	1,300.00	147.80	261.89	20.15	1,038.11
	PUBLIC SAFETY TOTAL	121,548.00	4,898.65	31,289.38	25.74	90,258.62
	ROADS, BRIDGES, SIDEWALKS TOTA	119,829.00	7,184.43	18,307.07	15.28	101,521.93
	STREET LIGHTING TOTAL	14,000.00	942.06	1,884.57	13.46	12,115.43
	TRAFFIC CONTROL & SAFETY TOTA	4,000.00	65.46	133.85	3.35	3,866.15
	SNOW REMOVAL TOTAL	11,130.00	.00	.00	.00	11,130.00
	HIGHWAY ENGINEERING TOTAL	5,000.00	.00	.00	.00	5,000.00
	OTHER PUBLIC WORKS TOTAL	.00	.00	.00	.00	.00
	PUBLIC WORKS TOTAL	153,959.00	8,191.95	20,325.49	13.20	133,633.51
	LIBRARY TOTAL	10,657.00	.00	.00	.00	10,657.00
	PARKS TOTAL	55,497.00	8,251.95	13,224.99	23.83	42,272.01
	COMMUNITY CTR/ZOO/MARINA TOTA	2,850.00	233.09	498.04	17.48	2,351.96
	OTHER CULTURE/RECREATION TOTA	10,000.00	7,644.83	8,298.67	82.99	1,701.33
	CULTURE & RECREATION TOTAL	79,004.00	16,129.87	22,021.70	27.87	56,982.30
	COMMUNITY BEAUTIFICATION TOTA	1,250.00	.00	.00	.00	1,250.00
	PLANNING & ZONING TOTAL	.00	.00	.00	.00	.00
	COMMUNITY & ECONOMIC DEV TOTA	1,250.00	.00	.00	.00	1,250.00
	MAYOR/COUNCIL/CITY MGR TOTAL	12,952.00	40.00	80.00	.62	12,872.00
	CLERK/TREASURER/ADM TOTAL	74,745.00	5,702.05	13,085.70	17.51	61,659.30
	ELECTIONS TOTAL	1,300.00	.00	.00	.00	1,300.00
	LEGAL SERVICES/ATTORNEY TOTAL	25,000.00	888.00	888.00	3.55	24,112.00
	CITY HALL/GENERAL BLDGS TOTAL	15,177.00	691.40	2,132.61	14.05	13,044.39
	TORT LIABILITY TOTAL	15,000.00	.00	.00	.00	15,000.00
	OTHER GENERAL GOVERNMENT TOTA	17,040.00	947.99	8,304.43	48.73	8,735.57
	GENERAL GOVERNMENT TOTAL	161,214.00	8,269.44	24,490.74	15.19	136,723.26
	ROADS, BRIDGES, SIDEWALKS TOTA	.00	.00	.00	.00	.00
	DEBT SERVICES TOTAL	100,000.00	.00	.00	.00	100,000.00
	SEWER/SEWAGE DISPOSAL TOTAL	.00	.00	.00	.00	.00
	DEBT SERVICE TOTAL	100,000.00	.00	.00	.00	100,000.00

BUDGET REPORT
CALENDAR 8/2021, FISCAL 2/2022

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	ROADS, BRIDGES, SIDEWALKS TOTA	286,000.00	.00	.00	.00	286,000.00
	PARKS TOTAL	695,273.00	478.00	8,863.60	1.27	686,409.40
	CAPITAL PROJECTS TOTAL	.00	.00	.00	.00	.00
	CAPITAL PROJECTS TOTAL	981,273.00	478.00	8,863.60	.90	972,409.40
	MAYOR/COUNCIL/CITY MGR TOTAL	.00	.00	.00	.00	.00
	DEBT SERVICES TOTAL	25,000.00	.00	.00	.00	25,000.00
	WATER TOTAL	187,418.00	19,633.56	35,803.44	19.10	151,614.56
	SEWER/SEWAGE DISPOSAL TOTAL	2,825,038.00	431,464.73	498,672.59	17.65	2,326,365.41
	LANDFILL/GARBAGE TOTAL	79,760.00	5,873.13	13,872.03	17.39	65,887.97
	STORM WATER TOTAL	.00	288.44	288.44	.00	288.44
	ENTERPRISE FUNDS TOTAL	3,117,216.00	457,259.86	548,636.50	17.60	2,568,579.50
	TRANSFERS IN/OUT TOTAL	629,603.00	.00	.00	.00	629,603.00
	TRANSFER OUT TOTAL	629,603.00	.00	.00	.00	629,603.00
	TOTAL EXPENSES	5,345,067.00	495,227.77	655,627.41	12.27	4,689,439.59

TREASURER'S REPORT
CALENDAR 8/2021, FISCAL 2/2022

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	422,402.52	12,207.55	29,586.40	223.31	405,246.98
002 CASH REVERSE FUND	.00	.00	.00	.00	.00
003 ARP FUNDS	.00	85,241.54	.00	.00	85,241.54
005 VEHICLE REPLACEMENT	32,880.16	14.23	.00	.00	32,894.39
110 ROAD USE TAX	146,276.03	10,377.48	8,191.95	148.80	148,610.36
121 LOCAL OPTION SALES TAX	166,196.05	13,765.66	.00	.00	179,961.71
125 TAX INCREMENT FINANCING	2,095.53	.00	.00	.00	2,095.53
200 DEBT SERVICE	.00	.00	.00	.00	.00
300 CAPITAL IMPROVEMENT RES	15,800.32-	.00	.00	.00	15,800.32-
301 RAYMOND ROAD TRAILER CR	.00	.00	.00	.00	.00
302 PLAZA DR RECONSTRUCTION	.00	.00	.00	.00	.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	179,638.45	67,500.00	478.00	.00	246,660.45
307 LAFAYETTE/GVILLE RD REC	139,475.00	.00	.00	.00	139,475.00
600 WATER	96,855.05	2,836.64	19,633.56	14.20	80,072.33
601 WATER DEPRECIATION	74,725.65	96.25	.00	.00	74,821.90
610 SEWER	77,253.96	6,019.94	34,068.78	5.71	49,210.83
611 SEWER REPLACEMENT	209,563.40	9.91	.00	.00	209,573.31
612 SEWER DEPRECIATION	36,321.35	9.91	.00	.00	36,331.26
613 WASTE WTR PLANT PROJECT	857,629.53	398,330.33	397,395.95	.00	858,563.91
670 LANDFILL/GARBAGE	20,613.66	737.45	5,873.13	.00	15,477.98
671 YARD WASTE	5,295.18	36.91	.00	.00	5,332.09
Report Total	2,452,421.20	597,183.80	495,227.77	392.02	2,554,769.25

REVENUE REPORT
CALENDAR 8/2021, FISCAL 2/2022

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
001-110-4400	FEDERAL GRANTS	.00	.00	.00	.00	.00
001-110-4765	FINES	3,000.00	304.00	724.00	24.13	2,276.00
001-170-4120	BUILDING/CONTR PERMITS	15,000.00	1,663.75	2,488.00	16.59	12,512.00
001-430-4310	SHELTER RENTAL	1,500.00	75.00	425.00	28.33	1,075.00
001-460-4310	RENT-COMMUNITY CENTER	5,000.00	590.00	995.00	19.90	4,005.00
001-499-4610	CITY CELEBRATION RECEIPTS	4,500.00	7,208.41	7,805.41	173.45	3,305.41-
001-540-4190	MISC LICENSES & PERMITS	.00	.00	.00	.00	.00
001-699-4400	FEDERAL GRANTS	.00	.00	.00	.00	.00
001-910-4830	TRANSFER IN-GENERAL FUND	.00	.00	.00	.00	.00
001-910-4831	TRANSFER IN - TIF	.00	.00	.00	.00	.00
001-950-4000	PROPERTY TAXES	373,977.00	.00	1,741.52	.47	372,235.48
001-950-4003	AGRICULTURAL LAND TAXES	683.00	.00	3.91	.57	679.09
001-950-4060	UTILITY TAX REPLACEMENT	2,166.00	.00	.00	.00	2,166.00
001-950-4065	FRANCHISE FEE	6,500.00	.00	.00	.00	6,500.00
001-950-4100	BEER & LIQUOR LICENSES	765.00	.00	.00	.00	765.00
001-950-4105	CIGARETTE PERMITS	150.00	.00	.00	.00	150.00
001-950-4180	ANIMAL LICENSES	175.00	15.00	37.00	21.14	138.00
001-950-4190	MISC LICENSES & PERMITS	350.00	20.00	60.00	17.14	290.00
001-950-4300	INTEREST-PLAT MM BANK 4	6,800.00	468.13	922.75	13.57	5,877.25
001-950-4301	INTEREST-REG MM BANK 3	.00	87.30	179.82	.00	179.82-
001-950-4310	RENT - COMM/COUNCIL	.00	.00	.00	.00	.00
001-950-4464	COMM TAX REPLACEMENT	8,668.00	.00	.00	.00	8,668.00
001-950-4490	GAMING GRANTS	.00	.00	.00	.00	.00
001-950-4700	BLACKHAWK COUNTY LANDFILL	.00	.00	.00	.00	.00
001-950-4705	MISC REVENUE	2,000.00	1,775.96	2,891.96	144.60	891.96-
001-950-4710	REIMBURSEMENTS - EMPLOYEE INSR	.00	.00	.00	.00	.00
001-950-4735	SALES/FUEL TAX REFUNDS	1,000.00	.00	.00	.00	1,000.00
001-950-4765	FINES-CLERK OF COURT	.00	.00	.00	.00	.00
001-950-4800	SALE OF REAL PROPERTY	.00	.00	.00	.00	.00
002-910-4830	TRANSFER IN	5,000.00	.00	.00	.00	5,000.00
003-699-4400	FEDERAL GRANTS	.00	85,241.54	85,241.54	.00	85,241.54-
003-910-4830	TRANSFER IN	.00	.00	.00	.00	.00
005-910-4830	TRANSFER IN-VEHICLE RPLMNT	10,000.00	.00	.00	.00	10,000.00
005-950-4300	INTEREST-VEHICLE REPLACEMENT	150.00	14.23	14.23	9.49	135.77
110-210-4430	ROAD USE TAXES	130,640.00	10,377.48	27,850.50	21.32	102,789.50
110-210-4810	SALE OF ASSETS	.00	.00	.00	.00	.00
110-910-4830	TRANSFER IN-ROAD USE	.00	.00	.00	.00	.00
121-910-4830	TRANSFER IN-LOST	35,000.00	.00	.00	.00	35,000.00
121-910-4831	TRANSFER IN - TIF	.00	.00	.00	.00	.00
121-950-4090	LOCAL OPTION TAX	150,000.00	13,765.66	26,198.56	17.47	123,801.44
121-950-4300	INTEREST-LOST	.00	.00	.00	.00	.00
125-910-4831	TRANSFER IN - TIF	.00	.00	.00	.00	.00
125-950-4050	TIF TAXES	35,000.00	.00	.00	.00	35,000.00
125-950-4300	INTEREST	.00	.00	.00	.00	.00
200-910-4830	TRANSFER IN-DEBT SERVICE	100,000.00	.00	.00	.00	100,000.00
300-910-4830	TRANSFER IN-CAP IMPRVMT RESV	186,303.00	.00	.00	.00	186,303.00
300-950-4300	INTEREST-CAPITAL IMPRVMT-RSV	.00	.00	.00	.00	.00
301-750-4800	SALE OF PROPERTY	.00	.00	.00	.00	.00
301-910-4830	TRANSFER IN-RAYMOND RD TRAILER	.00	.00	.00	.00	.00
302-750-4440	STATE GRANTS-PLAZA DR RECON	.00	.00	.00	.00	.00
302-750-4820	PROCEEDS FROM DEBT/LOAN-PLAZA	.00	.00	.00	.00	.00

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
302-910-4830	TRANSFER IN-PLAZA DR RECON	.00	.00	.00	.00	.00
303-910-4830	TRANSFER IN-OFFICE EQPMNT RPL	.00	.00	.00	.00	.00
304-910-4830	TRANSFER IN-DUBQUE RD BRIDGE	.00	.00	.00	.00	.00
306-430-4400	FEDERAL GRANTS	428,000.00	.00	.00	.00	428,000.00
306-430-4440	STATE GRANTS	118,574.00	67,500.00	67,500.00	56.93	51,074.00
306-430-4710	REIMBURSEMENTS	10,000.00	.00	.00	.00	10,000.00
306-430-4830	TRANSFER IN	.00	.00	.00	.00	.00
306-910-4830	TRANSFER IN	.00	.00	.00	.00	.00
307-210-4400	FEDERAL GRANTS	.00	.00	.00	.00	.00
307-210-4440	STATE GRANTS	.00	.00	.00	.00	.00
307-210-4445	IOWA DOT	.00	.00	.00	.00	.00
307-210-4820	PROCEEDS FROM DEBT/LOAN	.00	.00	.00	.00	.00
307-210-4830	TRANSFER IN	140,000.00	.00	.00	.00	140,000.00
307-910-4830	TRANSFER IN	.00	.00	.00	.00	.00
600-610-4600	SPECIAL ASSESSMENTS-WTR MAIN	.00	.00	.00	.00	.00
600-810-4300	INTEREST	.00	.00	.00	.00	.00
600-810-4400	FEDERAL GRANTS	.00	.00	.00	.00	.00
600-810-4500	CHARGES/FEEES FOR SERVICES	125,000.00	2,502.58	30,333.25	24.27	94,666.75
600-810-4530	PENALTIES	1,500.00	103.40	444.11	29.61	1,055.89
600-810-4540	CONNECT/RECONNECT FEES	.00	.00	.00	.00	.00
600-810-4550	MISC CHARGE FOR SERVICES	1,000.00	.00	55.00	5.50	945.00
600-810-4560	SALES TAXES COLLECTED	.00	.00	.00	.00	.00
600-810-4561	WATER EXCISE TAX	8,000.00	52.66	1,885.82	23.57	6,114.18
600-810-4600	SPECIAL ASSESSMENTS	3,525.00	.00	.00	.00	3,525.00
600-810-4730	DEPOSITS	2,000.00	178.00	370.00	18.50	1,630.00
600-910-4830	TRANSFER IN-WATER	68,300.00	.00	.00	.00	68,300.00
601-810-4300	INTEREST-WATER DEPRECIATION	1,000.00	96.25	207.80	20.78	792.20
601-910-4830	TRANSFER IN-WATER DEPRECIATION	.00	.00	.00	.00	.00
610-815-4300	INTEREST-SEWER	.00	.00	.00	.00	.00
610-815-4500	CHARGES/FEEES FOR SERVICES	138,000.00	879.35	32,716.99	23.71	105,283.01
610-815-4502	CAPITAL PROJECT FEE	.00	.00	45.15	.00	45.15
610-815-4510	RAYMOND SEWER USAGE	63,000.00	5,000.00	10,000.00	15.87	53,000.00
610-815-4530	PENALTIES	1,400.00	90.59	404.26	28.88	995.74
610-815-4550	MISC CHARGE FOR SERVICES	500.00	.00	300.00	60.00	200.00
610-815-4560	SALES TAXES COLLECTED	400.00	.00	12.85	3.21	387.15
610-815-4710	REIMBURSEMENTS	.00	.00	.00	.00	.00
610-815-4730	DEPOSITS	1,500.00	50.00	200.00	13.33	1,300.00
610-910-4830	TRANSFER IN-SEWER	25,000.00	.00	.00	.00	25,000.00
611-815-4300	INTEREST-SEWER REPLACEMENT	1,500.00	9.91	135.82	9.05	1,364.18
611-910-4830	TRANSFER IN-SEWER PLCMNT	10,000.00	.00	.00	.00	10,000.00
612-815-4300	INTEREST-SEWER DEPRECIATION	100.00	9.91	9.91	9.91	90.09
612-910-4830	TRANSFER IN-SEWER DEPRECIATION	.00	.00	.00	.00	.00
613-815-4300	INTEREST - WW CAP PROJ	6,000.00	39.84	489.43	8.16	5,510.57
613-815-4502	CAPITAL PROJECT FEE	119,000.00	894.54	27,951.63	23.49	91,048.37
613-815-4820	PROCEEDS FROM DEBT/LOAN-WWTP	2,600,000.00	397,395.95	448,695.95	17.26	2,151,304.05
613-910-4830	TRANSFER IN-WWTP PROJECT	50,000.00	.00	.00	.00	50,000.00
670-840-4300	INTEREST-LANDFILL/GARBAGE	25.00	.00	.00	.00	25.00
670-840-4500	CHARGES/FEEES FOR SERVICES	73,000.00	613.16	18,307.05	25.08	54,692.95
670-840-4530	PENALTIES	800.00	64.29	261.44	32.68	538.56
670-840-4560	SALES TAXES COLLECTED	.00	.00	.00	.00	.00
670-840-4710	REIMBURSEMENTS - RECYCLE REIMB	4,468.00	.00	.00	.00	4,468.00

REVENUE REPORT
CALENDAR 8/2021, FISCAL 2/2022

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
670-840-4730	DEPOSITS	1,000.00	60.00	150.00	15.00	850.00
670-910-4830	TRANSFER IN-LANDFILL/GARBAGE	.00	.00	.00	.00	.00
671-840-4300	INTEREST-YARD WASTE	.00	.00	.00	.00	.00
671-840-4500	CHARGES/FEES FOR SERVICES	2,700.00	22.48	692.79	25.66	2,007.21
671-840-4530	PENALTIES	40.00	2.43	9.94	24.85	30.06
671-840-4730	DEPOSITS	200.00	12.00	30.00	15.00	170.00
671-910-4830	TRANSFER IN-YARD WASTE	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DIFFERENCE	5,089,859.00	597,183.80	798,788.39	15.69	4,291,070.61
		=====	=====	=====	=====	=====
		=====	=====	=====	=====	=====
	PROOF	5,089,859.00	597,183.80	798,788.39	15.69	4,291,070.61
		=====	=====	=====	=====	=====

CITY OF ELK RUN HEIGHTS

INVESTMENT REPORT

Aug-21

ACCOUNT	G/L	INT EARNED	RPV TTL	CURRENT MONTH TTL	MATURE DATE	CASHED IN DATE:
EQUIPMENT REPLACEMENT						
CD# 20837	005-000-1171	\$ 14.23	\$ 12,542.45	\$ 12,556.68	7/18/2023	
CD# 22657	005-000-1175	\$ 10.41	\$ 10,327.30	\$ 10,337.71	11/25/2021	
				\$ 22,894.39		
CAPITAL PROJECT WWTP						
CD# 3174	613-000-1170	\$ 39.84	\$ 21,077.07	\$ 21,116.91	3/13/2022	
CD# 3157	613-000-1170	\$ 449.59	\$ 212,151.20	\$ 212,600.79	2/7/2022	
				\$ 233,717.70		
WATER DEPRECIATION						
CD# 22563	601-000-1170	\$ 65.97	\$ 22,758.50	\$ 22,824.47	12/18/2021	
CD# 22447	601-000-1175	\$ 111.55	\$ 55,927.94	\$ 56,039.49	3/10/2023	
				\$ 78,863.96		
T&A SEWER						
CD# 22526		\$ -	\$ 1,000.00	\$ 1,000.00	8/22/2023	
CD# 21379		\$ -	\$ 1,500.00	\$ 1,500.00	1/6/2022	
				\$ 2,500.00		
SEWER REPLACEMENT						
CD# 22452	611-000-1172	\$ 111.55	\$ 55,927.94	\$ 56,039.49	3/10/2023	
CD# 22467	611-000-1185	\$ 14.36	\$ 9,597.09	\$ 9,611.45	3/26/2023	
CD# 3222 COMBINED WITH	611-000-1170	\$ 9.91	\$ 9,830.02	\$ 9,839.93	6/22/2022	
				\$ 75,490.87		
SEWER DEPRECIATION						
CD# 3222	612-000-1170	\$ 9.91	\$ 9,830.03	\$ 9,839.94	6/22/2022	
				\$ 9,839.94		
T&A SOLID WASTE						
CD# 21140			\$ 5,000.00	\$ 5,000.00	10/26/2021	
CD# 22138		\$ -	\$ 1,000.00	\$ 1,000.00	6/17/2023	
				\$ 6,000.00		
			TOTAL CD'S:	\$ 429,306.86		

CITY OF ELK RUN HEIGHTS - BRIAN WIRTZ - BUILDING INSPECTION

Aug-21

BUILDING PERMITS

DATE	HOMEOWNER	CONTRACTORS	ADDRESS	PERMIT #	DATE RECEIVED PERMIT	TYPE OF CONSTRUCTION	VALUE	PERMIT FEE	DATE PERMIT PAID	MONTH BRIAN PAID 1ST HALF	DATE FINALED	2ND PAYMENT
8/16/21	HASAN PURIC	HOMEOWNER	416 SHIRLEY	1937	8/23/2021	FENCE	\$3,000.00	\$125.00	8/20/2021	62.50 AUG		
8/20/21	FRUSH, CHAD		104 SHIRLEY	1935	8/23/2021	CULVERT		\$15.00	8/25/2021	7.5 AUG		
8/18/21	IOWA STORAGE SOLUTIONS	PELLA BUILDING SYSTEMS	2700 GILBERTVILLE AVE	1936	8/23/2021		\$180,000.00	\$1,442.00	8/20/2021	721.00 AUG		

HVAC PERMITS & PLUMBING

8/4/21	JAMES JOHNSON	GUBBELS ONE HOUR	5208 LAFAYETTE RD	1071	8/23/2021	NEW AIR CONDITIONER	\$6,500.00	\$34.50				
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TOTALS

\$189,500.00

EVANSDALE PUBLIC LIBRARY
MONTHLY BOARD OF TRUSTEES MEETING
Monday, June 21, 2021 – 6:00 p.m.

Call to Order: The meeting was called to order by President Hansen at 6:00 p.m.

Introduction of and Welcome to Newest Board Member: Shelley Wach

Guests: The Mayor and two residents were in attendance

Roll Call: Present: Dallenbach, Hansen, Osborne, Peterson TJ, Pritchett, Wilson, Wach
Absent: Walker
A quorum was present.

Approval of May 17 Monthly Meeting Minutes: Pritchett moved and Osborne seconds. Ayes-7, Nays-0. The motion carried

Approval of bills to be paid in April: Hansen moved and Pritchett seconded to pay the bills in June. Ayes – 7. Nays – 0. The motion carried.

Treasury Report: Treasurer Wilson notes there is nothing to report this month.

Circulation Report: VP Pritchett made a note of the Raymond participation

Old Business:

A. Confidential Patron Feedback

Dallenbach reported that the plans were in place and she just needed access to the website. To be continued and completed

B. ARPA grant

Director notified the board of an available federal grant which could be used to purchase books. It is a \$5,000 one-time grant and if the library chooses to accept the library must expend the monies and then request reimbursement. Jensen proposed a AWE learning program and Hansen proposed using the money to re-start the library's own collection of digital media. ????? moved and Dallenbach seconded to apply for the grant. Ayes-7, Nays-0. Motion carried.

C. Purchasing of ebooks/audiobooks

No additional discussion as the topic was discussed in the previous item relating the ARPA grant.

New Business:

A. Continuing Education

Director Jensen reported to the board that each board member is required to complete 3-5 hours of continuing education per year in order for the library to maintain its current accreditation level. She also e-mailed a list sites to access for qualified learning programs.

B. Job Descriptions Hansen handed out a packet with the job description of the library director

C. Temporary Help Hansen proposed we post an advertisement seeking persons to fill the vacant library positions or the permanent position of Director. Hansen asked for volunteers to be on an interview (search) committee. Wach and Osborne volunteered.

D. Election of Officers Hansen moved we retain the same officers with the exception that Dallenbach replace Wilson as treasurer due to Wilson's term on the board being up. Ayes-7 Nays-0 Motion carried Officers for 2021/2022 are

President: Hansen,
Vice President: Pritchett
Secretary: Walker
Treasurer: Dallenbach

Discussion:

The summer reading program will not be formed this year due to Denise having resigned. Pritchett voiced her disagreement with the decision of the compensation committee to not give raises to the Director and her Assistant and also their decision to reduce hours

A visitor asked the question as to whether the library was going to close. A vigorous discussion ensued.

E. RAGBRAI ideas – Discussion/Possible action

Adjournment: The meeting was adjourned at 7:31p.m.

Respectfully submitted,

TJ Peterson, Board Member

EVANSDALE PUBLIC LIBRARY
MONTHLY CIRCULATION REPORT
June 2021

OF MATERIALS CHECKED OUT:

Adult Non-fiction	31	Youth Non-fiction	02
Adult Fiction	410	Youth Fiction (YA = 37 YF = 24)	61
Adult Magazines	02	Young Easy	62
Large Print	19	Youth Magazines	0
		Kits	1
Total Adult	462	Total Youth	126
↑ from 2020	?	↓ from last month	?

Misc (Travel guides, other)	00
Newspapers	00
TOTAL PRINT	588
↑ from 2020	?
up from last month	191

Video tapes- not sure why a CATEGORY don't rent tapes anymore	000
DVD	010
Books on tape/CD	000
Music CDs	000
ONLINE Database uses (16) – Video (0) – Magazines (1) - Audiobooks (99) - E-books (114)	?
Misc other (Equipment, games, etc.)	000
TOTAL NON-PRINT	234
↓ from 2020	?
↑ from last month	?

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

Will send/not send	02/02
Requested/Received	05/05

TOTAL # OF ALL MATERIALS CHECKED OUT: cannot determine...not sure on online use
From last month ↓ ?
From 2020 ↑ ?

OF ITEMS LOANED TO EVANSDALE RESIDENTS:

2021	290 of total 631 (46.0%)-not sure
2020	74 of total 358 (20.7%) –not sure

OF ITEMS LOANED TO NON-EVANSDALE RESIDENTS

		+/- FROM 2020
**Elk Run Heights	018	+018
**Gilbertville	000	+/-0
**County	007	+007
Waterloo	059	+005
Cedar Falls	005	+004
Raymond	010	+010
Des Moines	000	+/-0
Hudson	006	+006
Jesup	000	+/-0
Other	003	+/-0
Waverly	000	+/-0
Daycares	000	+/-0
Libraries/At-home delivery	003	+003
Online	230	+001

Total number of library users: Approx. ↓ from last month: 37 ↑ from 2020: 260 ↓ from 2019: 422

Day with highest number of users: 28 users on Monday June 28th

Day with lowest number of users: 5 users on Saturday June 26th

Number of days open: 30

Number of hours open: 182 hours

Avg number of library users per day: 15 up from last month: 2 ↑ from 2020: ?

Number of computer users: 132 (129 Int, 03Wireless, 0 Kids) ↑ from last month: ? 2020: ? ↑ from 2020: ?

Number of Computer hours logged: 3990 minutes = 66.5 rs

↑ from last month: ?

↑ from 2020: 380.?

MONTHLY TOTAL: ?

OF **NEW** LIBRARY CARDS ISSUED: 6

OF **REISSUED** or **RENEWED** CARDS: ?

	ADULT	YOUTH	ADULT	YOUTH
Cedar Falls	-	-	-	-
County	-	-	-	-
Des Moines	-	-	-	-
Dunkerton	-	-	-	-
Elk Run	-	-	-	-
Evansdale	3	2	-	-
Gilbertville	-	-	-	-
Jesup	-	-	-	-
LPC	-	-	-	-
Other	-	-	-	-
Raymond	-	-	-	-
Waterloo	1	-	-	-
Waverly	-	-	-	-
Libraries/ Home Delivery/ Daycares	-	-	-	-

MONEY TURNED INTO CITY OF EVANSDALE

\$ 127.15

Book sales	\$8.00
Computer copies	57.30
Duplicate cards	0.00
Faxes and others	33.65
Fines	0.00
Photocopies	28.20
Refunds	0.00

MONEY TURNED INTO FRIENDS OF LIBRARY

\$ 0.00

Donations	\$0.00
Ink Recycling	0.00

MONTHLY GRAND TOTAL: \$ 127.15 ACCUMULATED FY TOTALS to CITY: \$1837.04 to FOL: \$ 147.18

PRINT MATERIALS PROCESSED AND ADDED TO COLLECTION: 112

Adult fiction	026	Miscellaneous	000
Adult Non-fiction	007	Reference	000
Large Print	000	Youth Magazines	000
Magazines	019	Youth non-fiction	007
Kits	000	Young Easy	053
		Youth Fiction	011
ILL Books	000	Young Adult	005

VIDEOS, DVDs, AUDIO, CDs PROCESSED AND ADDED TO COLLECTION: 0

	New	Donated
VHS	000	000
DVD	000	000
Audiobooks	000	000
CDs	000	000

ITEMS AUTOMATED AND WEEDED FROM COLLECTION:

Items Added (Computer)	Items deleted (Computer)	# of books/videos withdrawn	Retail cost of books/videos withdrawn
128	0	8	\$130.96

ITEMS OVERDUE:

/ items overdue this month

/ items due total thru end of the current reporting month (+08 from last month)



Date: September 8, 2021

To: Elk Run Heights/Raymond Council

From: Jordan Cooper, Operator

O & M Report: August 2021

Water Operation & Maintenance

- 7/11 Ryan and Dakota helped me flush all hydrants around the town. We found 3 hydrants that need replaced in the future. One of them will get replaced when I do the water main project on McCoy Rd.
- 7/12 Read meters at 416 Shirley and 270 Michigan
- 7/31 I met up with Bob Frickson to discuss our plan to start the water main project on McCoy Rd. I decided to begin the project Friday, September 10th. That specific Friday school is closed in town so I will be able to shut the water down without affecting the school while in session. We are going to add a new valve to the line Friday, then turn water service back on. The following week we will be able to keep adding new water main without having to shut water service down to the school.

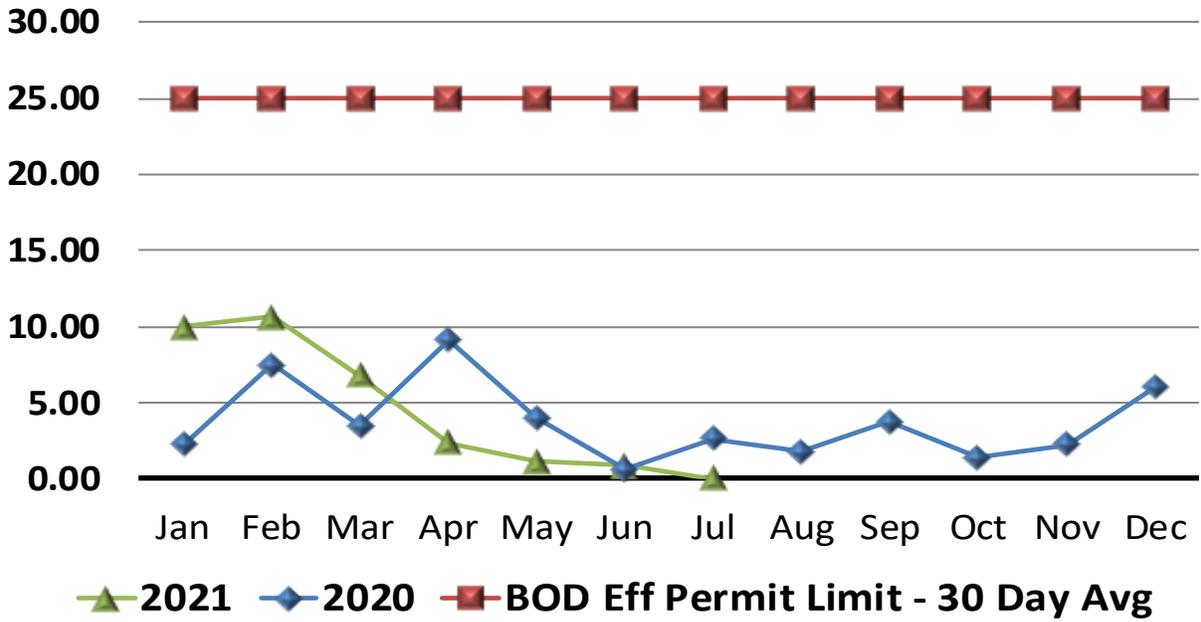
Wastewater Operation & Maintenance

- 7/27 We had a construction meeting. In this construction meeting we talked about a few possible change orders and the change order that was already passed by council with the sand fill. The sand fill change order had a cap of \$43,000 and PCI only needed \$32,836 of this. One possible change order we discussed was sludge removal of the sludge lagoon. As of now there is no pump in the specs to remove the sludge when needing to haul. I discussed a few options with Jason with MSA, but we decided the most cost effective and beneficial route for both cities is to add a cement ramp on the side of the lagoon so Nutria-Ject would have the ability to back their pump equipment down into the lagoon. When they get backed in, they will be able to agitate and

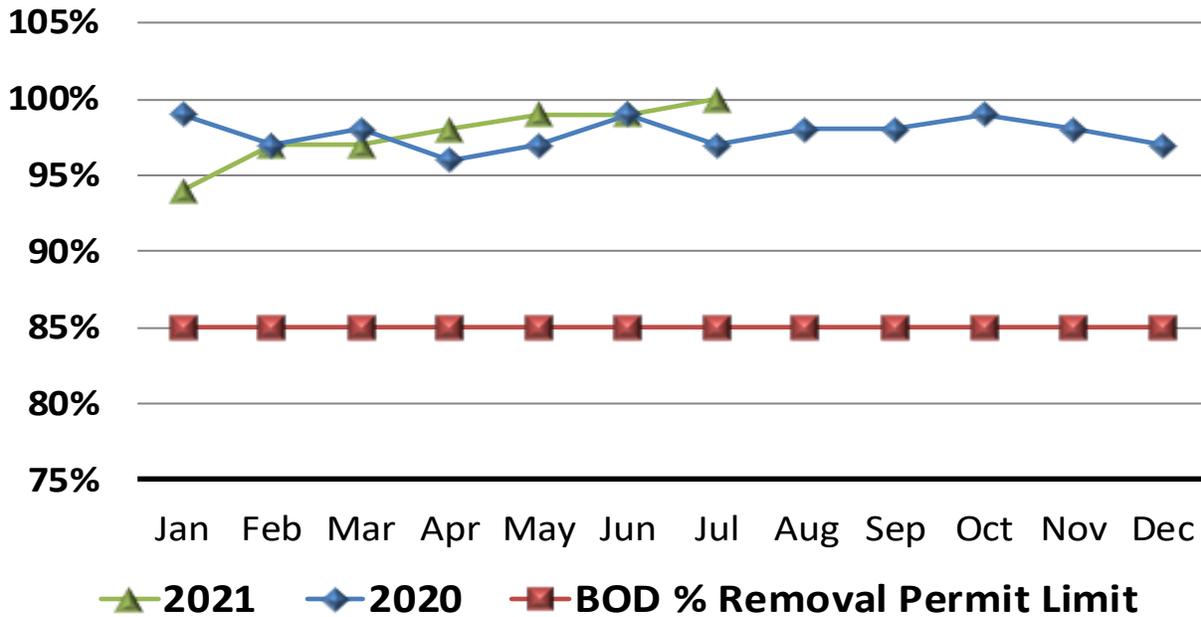


pump the sludge out. Another possible change order we discussed is the telescoping valve for drawing off the water from the sludge lagoon. WRH came back at a cost estimate of \$45,000 to add the walkway and valve. Jason is working on a final cost estimate with also taking into consideration we would be able to remove some items from existing plan which would make the telescoping valve cheaper. The materials removed would be a manhole a piping to the sludge lagoon. The last possible change order we discussed was adding a sump pit and pump to the basement of the UV building. Right now, there is no drain in the floor of the UV building. There will be times where I will want to wash down the inside of the building and will not have a way to get the water out. Jason is looking into the cost of adding a sump pump to the basement.

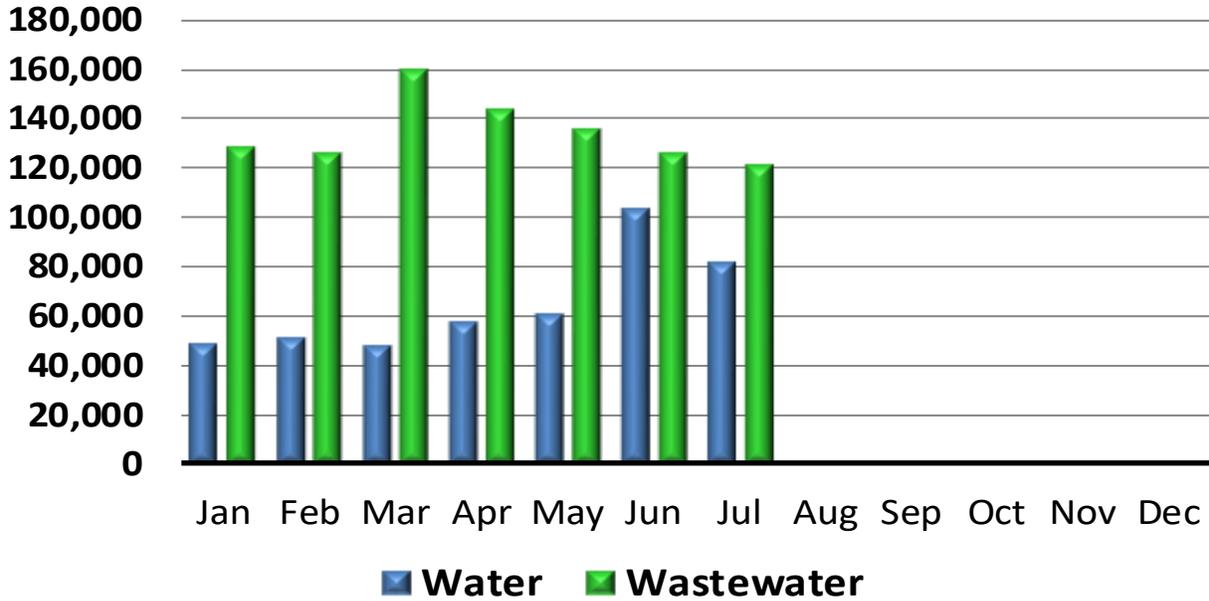
BOD Effluent



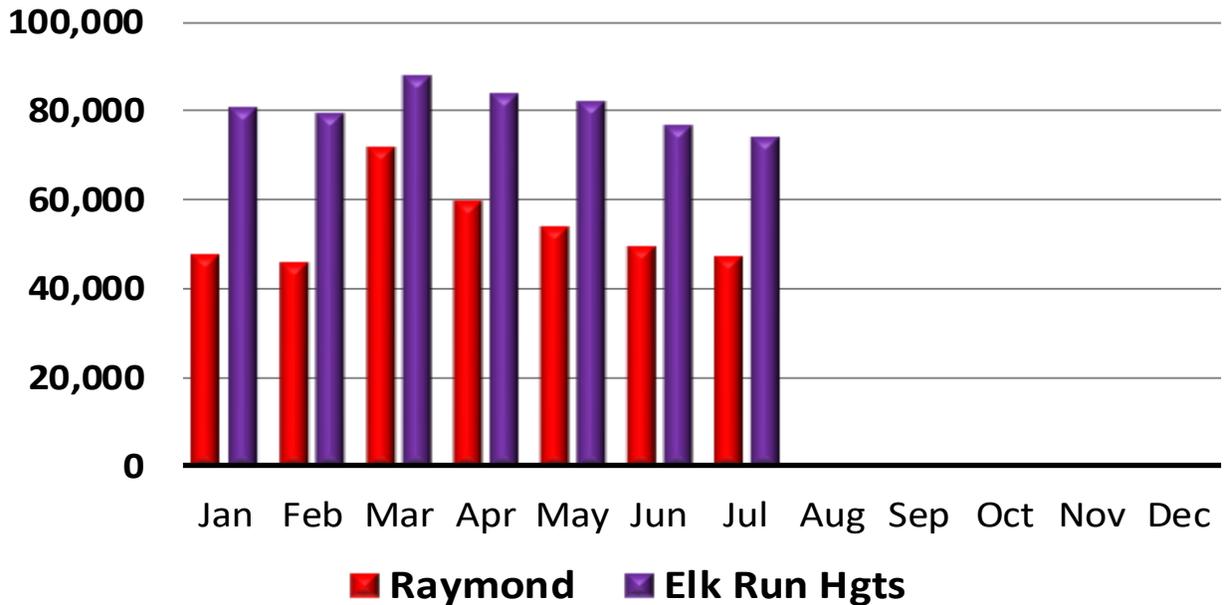
BOD % Removal



Average Daily Water Pumped vs. Wastewater In Gallons



Average Daily Wastewater Pumped In Gallons



		July-21	June-21	July-20
Water				
	Units			
Total Monthly Pumped	gallons	2,543,200	3,104,200	2,333,800
Average Daily Pumped	gallons	82,000	103,500	75,300
Maximum Daily Pumped	gallons	164,600	194,500	187,000
Minimum Daily Pumped	gallons	44,900	37,400	22,400
Chlorine				
Chlorine - Total Avg Residual Plant	mg/L	0.90	0.92	0.89
Chlorine - Total Avg Residual System	mg/L	0.62	0.70	0.65
Chlorine - Recommended Residual System	mg/L	1.50	1.50	1.50
Wastewater				
BOD				
BOD Influent Avg	mg/L	227.88	166.75	92.00
BOD Effluent Avg	mg/L	0.00	0.88	2.62
BOD Eff Permit Limit - 30 Day Avg	mg/L	25	25	25
BOD % Removal	%	100.00%	99.00%	97.00%
BOD % Removal Permit Limit	%	85%	85%	85%
TSS				
TSS Influent Avg	mg/L	217.50	101.20	75.25
TSS Effluent Avg	mg/L	2.50	5.00	2.75
TSS Effluent Permit Limit - 30 Day Avg	mg/L	25	25	25
TSS % Removal	%	98.85%	95.06%	96.35%
TSS % Removal Permit Limit	%	85%	85%	85%
Nitrogen Ammonia				
NA Effluent Avg	mg/L	0.0	0.0	0.0
NA Effluent Permit Limit - 30 Day Avg	mg/L	2.6	2.9	2.6
Influent Flow				
Elk Run Average Daily Flow	gallons	74,120	76,727	170,455
Elk Run Percentage Flow	%	61.1%	60.8%	72.4%
Raymond Average Daily Flow	gallons	47,201	49,487	64,975
Raymond Percentage Flow	%	38.9%	39.2%	27.6%
Average Daily Combined	gallons	121,321	126,214	235,430
Maximum Daily Combined	gallons	153,858	158,660	312,806
Total Monthly Combined	gallons	3,760,976	3,786,436	7,298,355
Minimum Daily Combined	gallons	107,494	113,569	181,170
Permit Limit - 30 Day Avg	gallons	281,000	281,000	281,000
Permit Limit - Daily Maximum	gallons	291,000	291,000	291,000

Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Maintenance Budget	\$12,288.00	\$2,671.64	22%	67%
Total	\$12,288.00	\$2,671.64	22%	67%



ELK RUN HGTS -- JULY 2021

Water Plant Maintenance

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
		Total	\$0.00

Water System Maintenance

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
		Total	\$0.00

Wastewater Plant Maintenance

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
7/23/21	First National Bank, VISA	Supplies	\$31.37
		Total	\$31.37

Wastewater System Maintenance

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
7/14/21	Keystone	Special Testing	\$24.40
7/14/21	USA Bluebook	Drain Flush	\$38.38
		Total	\$62.78

Water Plant Maintenance	\$0.00
Water System Maintenance	\$0.00
W/W Plant Maintenance	\$31.37
W/W System Maintenance	\$62.78
Month Total	<u>\$94.15</u>

Annual Maintenance Budget \$12,288.00

Total Maintenance Dollars Spent Year to Date **\$2,647.10**

Percent Maintenance Budget Spent Year to Date **22%**





ELK RUN HGTS -- AUGUST 2021

Water Plant Maintenance

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
		Total	\$0.00

Water System Maintenance

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
		Total	\$0.00

Wastewater Plant Maintenance

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
8/24/21	First National Bank, VISA	Supplies	\$24.54
		Total	\$24.54

Wastewater System Maintenance

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
		Total	\$0.00

Water Plant Maintenance	\$0.00
Water System Maintenance	\$0.00
W/W Plant Maintenance	\$24.54
W/W System Maintenance	\$0.00
Month Total	<u>\$24.54</u>

Annual Maintenance Budget \$12,288.00

Total Maintenance Dollars Spent Year to Date **\$2,671.64**

Percent Maintenance Budget Spent Year to Date **22%**



Work Orders Completed

Date completed	Equipment	Task
8/27/2021	Emergency Generator WWTP	Monthly PM
8/26/2021	James Street Lift Station Generator	Monthly PM
8/26/2021	Raymond West Lift Station Generator	Monthly PM
8/26/2021	Raymond South Lift Station Generator	Monthly PM
8/18/2021	Blower No 1	Monthly PM
8/18/2021	Blower No 2	Monthly PM
8/18/2021	Blower No3	Monthly PM
8/18/2021	Blower No4	Monthly PM
8/18/2021	Blower No5	Monthly PM
8/18/2021	Blower No6	Monthly PM
8/26/2021	James Street Lift Station	LS Monthly PM
8/27/2021	Lafayette Lift Station	LS Monthly PM
8/26/2021	Sutton Lift Station	LS Monthly PM
8/26/2021	Raymond West Lift Station	LS Monthly PM
8/26/2021	Raymond South Lift Station 1	LS Monthly PM
8/26/2021	Plaza Lift Station	LS Monthly PM
8/18/2021	FIRE EXTINGUISHERS	Fire Extinguisher Monthly
8/26/2021	Sutton Generator	Generator Monthly
8/26/2021	Plaza Dr Lift Station Generator	Generator Monthly

EVANSDALE POLICE DEPARTMENT

Call Summary Report

07/01/2021 thru 07/31/2021

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
21052428	07/02/2021	19:00:36	20	0404	MEDUNCON	NN	113 JACKIE AV						WILSON,JIM		
								305		19:01	19:06	19:18	5	12	17
								332		19:01	19:08	19:34	7	26	33
21052628	07/03/2021	03:07:48	20	0404	MEDBREAT	AS	141 MARIE AV						STURCH,DAWN		
								2G6	215	03:09	03:15	03:26	6	11	17
								332		03:09	03:18	03:43	9	25	34
21052868	07/03/2021	22:46:15	20	0404	FIREWORK	WA	300-BLK MCCOY RD	MAYOR PARK					CASSIDY DIETZ		
								2G5	219	22:46	22:46	22:50	0	4	4
21054619	07/08/2021	23:23:41	20	0404	SUSP	AS	300-BLK MCCOY RD	MAYOR PARK					JORDAN WOMOCHIL		
								2G8	W5553	23:23	23:23	23:43	0	20	20
21054736	07/09/2021	12:06:33	20	0404	HOMECHKS	NR	109 JACKIE AV						ROB WYMORE		
								P361	P361	12:06	12:06	13:06	0	60	60
21055119	07/10/2021	15:11:57	20	0404	LOST	C	5205 LAFAYETTE RD '610 EAST END AVE	CASEYS GENERAL STORE - ELK RUN					NICHOLS,LIZ		
21055190	07/10/2021	20:53:24	20	0404	TS	G3	200 E GILBERT DR						JOSH SIECH		
								7S54	S5043	20:53	20:53	21:06	0	13	13
21055311	07/11/2021	07:17:46	20	0404	MEDOVERD	AS	101 DAWN DR						SPENCE,KATHY		
								2G3	212	07:18	07:26	08:00	8	34	42
								2G4	220	07:18	07:27	07:56	9	29	38
								332		07:43	07:52	08:12	9	20	29
21055713	07/12/2021	16:27:11	20	0404	LARCENY	RI	190 PLAZA DR	PAINES R V SALES & SERVICE					JEFF		
								2G4	220	16:29	16:39	16:48	10	9	19
21056343	07/14/2021	17:55:41	20	0404	ANIMAL	RW	244 MARIE AV								
21056345	07/14/2021	17:59:39	20	0404	ANIMAL	RO	174 GRAY ST								
21056774	07/15/2021	19:35:45	20	0404	DISORDER	NR	5312 LAFAYETTE RD						REFUSED		
								2G6	215	19:39	19:42	20:18	3	36	39
								2G8	W5553	19:44	19:47	20:18	3	31	34
21056885	07/16/2021	06:37:39	20	0404	MEDFALL	AS	225 MICHIGAN DR						CUNNINGHAM,JIM		
								2G7	239	06:40		06:59			19
								332		06:38	06:46	07:31	8	45	53
21056888	07/16/2021	07:13:57	20	0404	TS	B1	200-BLK E GILBERT DR						JEREMY FURMAN		
								2G7	239	07:13	07:14	07:18	1	4	5

Call #	Date	Time	Area	Grid	Call Type	Disposition	Location	Business Name					Reporting Party		
								Unit	Officer	Disp	Arriv	Clear	Travel	OnS	Total
21056948	07/16/2021	12:08:49	20	0404	WARRANT	RW	5047 LAFAYETTE RD	FRICKSON EXCAVATING					KEMP		
								2G3	212	12:08		12:09			1
21057198	07/17/2021	00:51:55	20	0404	DISORDER	AS	116 JACKIE AV						MULLESCH,MATTHEW		
								2G7	239	00:56	00:59	01:37	3	38	41
								7S70	H5068	00:57	01:04	01:36	7	32	39
21057435	07/17/2021	20:56:24	20	0404	ANIMAL	RO	AMBER LN/ GILBERTVILLE RD						JORDAN WOMOCHIL		
								2G8	W5553	20:56	20:56	20:56	0	0	0
21057453	07/17/2021	21:38:16	20	0404	MEDFALL	AS	113 JACKIE AV						WILSON,JIM		
								2G8	W5553	21:40	21:44	22:03	4	19	23
								332		21:40	21:47	21:59	7	12	19
21057814	07/19/2021	02:50:59	20	0404	SUSP	WA	300-BLK MCCOY RD	MAYOR PARK					JOY VANDERKOLK		
								2G6	215	02:51	02:51	02:53	0	2	2
21057910	07/19/2021	11:43:20	20	0404	HOMECHKS	NR	109 JACKIE AV						ROB WYMORE		
								P361	P361	11:43	11:43	11:47	0	4	4
21058038	07/19/2021	17:51:20	20	0404	SUSP	NR	100 PLAZA DR	ROAD RANGER #1026					ERIC		
								2G5	219	17:52		18:06			14
								333		17:52		17:57			5
21058199	07/20/2021	06:13:47	20	0404	TS	BI	MCCOY RD/ MICHIGAN DR						JEREMY FURMAN		
								2G7	239	06:13	06:13	06:16	0	3	3
21058486	07/21/2021	03:00:07	20	0404	MVAPD	IX	100 PLAZA DR	ROAD RANGER #1026					PADGET,CLAYTON		
								2G7	239	03:01	03:01	03:31	0	30	30
21058627	07/21/2021	15:39:19	20	0404	ASSIST	NR	5338 LAFAYETTE RD						MICHAEL DEAN		
								2A1	229	15:39	15:39	15:44	0	5	5
21059470	07/24/2021	03:13:50	20	0404	SUSP	WA	300-BLK MCCOY RD	MAYOR PARK					JORDAN WOMOCHIL		
								2G8	W5553	03:13	03:13	03:15	0	2	2
21059621	07/24/2021	16:50:06	20	0404	DISORDER	NR	101 DAWN DR						SPENCE,JEFF		
								2G3	212	16:52		16:54			2
								2K2	207	16:52	17:00	17:31	8	31	39
21060206	07/26/2021	13:07:20	20	0404	WARRANT	AR	225 TONEFF DR						MICHAEL DEAN		
								2A1	229	13:07	13:07	13:50	0	43	43
21060706	07/28/2021	05:01:28	20	0404	SUSP	NR	316 MCCOY RD	ELK RUN ELEMENTARY SCHOOL P#089					JEREMY FURMAN		
								2G7	239	05:01	05:01	05:14	0	13	13
21060718	07/28/2021	07:07:25	20	0404	DEATH	AS	129 GILBERTVILLE RD						HILL,THERESA		
								2A1	229	07:08	07:15	08:38	7	83	90
								305		07:08	07:14	07:20	6	6	12
								332		07:08	07:16	07:39	8	23	31
21060778	07/28/2021	13:07:48	20	0404	FDRESVEH	AS	187 TONEFF DR						MORAN,JUDY		
								2A1	229	13:08	13:14	13:16	6	2	8

Call #	Date	Time	Area	Grid	Call Type	Disposition	Location	Business Name					Reporting Party		
								Unit	Officer	Disp	Arriv	Clear	Travel	OnS	Total
21060970	07/28/2021	23:40:21	20	0404	SUSP	WA	316 MCCOY RD	ELK RUN ELEMENTARY SCHOOL P#089					JEREMY FURMAN		
								2G7	239	23:40	23:40	23:48	0	8	8
21060972	07/28/2021	23:54:55	20	0404	TS	A1	MARIE AV/ MC COY RD	JEREMY FURMAN					JEREMY FURMAN		
								2G7	239	23:54	23:54	00:00	0	6	6
21061009	07/29/2021	05:29:28	20	0404	ASSIST	NR	100 PLAZA DR	ROAD RANGER #1026					SLATER,ROSE		
								2K2	207	05:30		06:00			30
21061113	07/29/2021	15:22:14	20	0404	TS	E3	JAMES ST/ SUNRISE LN	CASSIDY DIETZ					CASSIDY DIETZ		
								2G5	219	15:22	15:22	15:32	0	10	10
21061220	07/29/2021	21:21:30	20	0404	TS	B3	400-BLK GILBERTVILLE RD	CASSIDY DIETZ					CASSIDY DIETZ		
								2G5	219	21:21	21:21	21:31	0	10	10

Total Number of Calls: 35

Citation #	Date Issued	Issued To	Type	License	Charge	Grid
Citation #	Date Issued	Issued To	Type	License	Charge	Grid
28002192107112310132	07/11/2021	WESTENDORF,HALEY LYNN	T	GWV566	321.17	0404
28002392107160533070	07/16/2021	LEWIS,SARAH LOUISE	T	IQK451	ERH10.04.160	0404
2800219210718001259	07/18/2021	FICHTNER,LINDSEY ANN	T	BZW338	ER/10.04.120(1)	0404
28002392107220044203	07/22/2021	PRESTEMON,CONNER JOE	T	IYS405	ERH10.04.160	0404
28002192107291524331	07/29/2021	SURLY,CARRIE LEE	T	JDA307	ER/10.04.120(1)	0404
28002192107292124302	07/29/2021	HEINEN,MICHAEL DEAN	T	CTW885	ER/10.04.120(1)	0404

Search Results

RESOLUTION 4001

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

ELECTRICAL ENGINEERING	SHOP-LINERLISS RUBBER TAPE	19.67
ACTUALLY CLEAN	COMM RM CARPET CLEANING	130.00
ALL STATE RENTAL	CELEBRATION GROUND DRILL	60.00
AMERIGAS	PROPANE FOR WWTP	121.00
AUTO PLUS	SHOP-HAND CLEANER/REFLECTOR	16.50
BEST SERVICES	GENERATOR MONITORING	119.88
BH RENTAL	CELEBRATION KID ACTIVITIES	1,658.61
BH WASTE DISP	CELEBRATION PORTA POTTIES	535.00
BMC AGGREGATES	RU&PK ROADSTONE	811.53
CASEY'S	FUEL	267.72
COURIER	AUG 10 MTG CLAIMS	119.18
CREATIVE IMPACT	CELEBRATION SIGNS	117.50
EASTMAN, JULIE	CELL PHONE REIMBURSEMENT	40.00
ELAN	FUEL/ROAD RANGER	197.61
	PK-PAINT/HOME DEPOT	211.93
	CLBRTN&SHOP SUPPLIES/MENARDS	173.89
	CLBRTN SUPPLIES/HRBOR FRT	23.86
	PK-MWR BLADES/SUPPLIES/SUPERIOR	80.74
	CELEBRATION PLATES/SAMS	-42.53
	CLERK-CONFERENCE AMES-HOTEL	266.56
	CH-ONLINE SERVICES/MICROSOFT	65.00
	CLBRTN FOOD/SUPPLIES/WALMART	66.21
	CLBRTN SUPPLIES/SAMS CLUB	98.67
	CLBRTN SIGNS/TONER/STAPLES	264.95
	CLBRTN GENERATOR/UNITED RENT	447.60
	VENDOR TOTAL	1,854.49
INRCOG	MEMBERSHIP DUES	720.00
IOWA ONE CALL	LOCATES JULY 2021	52.20
KRISTI LUNDY	CELL PHONE REIMBURSEMENT	40.00
LASER LINE	PK-PAINT COURTS	200.00
LODGE CONSTRUCTION	PAY REQUEST #1 MAYORS PK PRJCT	3,589.00
P & K MIDWEST	RU-PARTS FOR TRACTOR	56.32
PEOPLESERVICE	OCTOBER 2021 SERVICES	11,981.00
RBRTS STVNS PRNDRGST	LEGAL SERVICES	281.25
SCOT'S SUPPLY	PK-MOWER PARTS	8.95
SUPERLANDSCAPES	REAP GRAND CREEK CLEAN UP	20,800.00
TEDS	SHOP-MISC SUPPLIES	63.92
THE SLED SHED	PK-SHARPEN BLADES/MISC SUPPLIES	212.63
THOMAS JAMES	CELL PHONE REIMBURSEMENT	40.00
TRUCK CENTER COMPANIES	RU-TRACTOR PARTS	780.91

	RU-MIRROR FOR DUMP TRUCK	38.96
	VENDOR TOTAL	819.87
UTILITY EQUIPMENT	WT-WATERMAIN FIX MCCOY RD	218.13
WADE JACOBS	CELL PHONE REIMBURSEMENT	40.00
WASTE MANAGEMENT	GARBAGE/RECYCLING	5,897.94
WILLETT HOFMANN	ENGINEER-MAY MEETINGS	75.00
	ENGINEER-MAYORS PK TRIAL	1,434.00
	ENGINEER-JULY MEETINGS	75.00
	ENGINEER-MCCOY RD WATER MAIN	3,013.70
	VENDOR TOTAL	4,597.70
WRH	PAY REQUEST #3 WWTP	399,093.69
	TOTAL BILLS:	454,583.68
	GENERAL	6,114.14
	ROAD USE TAX	2,149.00
	MAYORS PARK IMPROVEMENTS	25,823.00
	WATER	5,654.13
	SEWER	9,851.78
	WASTE WATER	399,093.69
	LANDFILL/GARBAGE	5,897.94
	TOTAL FUNDS	454,583.68
	JULY PAYROLL:	
DRAFT	BIWEEKLY PAYROLL	8,846.04
DRAFT	EFTPS	2,833.60
	TOTAL PAYROLL	11,679.64
PREPAYS:		
6118 ANDERSON, DARRY	BALLOON ENTERTAINMENT	110.00
6119 VOID		
6120 CB & COMPANY	MUSIC/COMM DAYS	700.00
6122 MEANY, BRITTIN	LIVE MUSIC/COMM DAYS	500.00
6123 VOID		
6124 WEBER, CRYSTAL	LIVE MUSIC/COMM DAYS	200.00
6125 PETTY CASH	CASH FOR COMM. DAYS	370.00
6126 ARCTIC GLACIER	ICE/COMM. DAYS	947.50
6127 UNITED BEVERAGE	BEER-CELEBRATION	2,630.76
6128 MAKE IT UP FACEPAINT	FACE PAINTING	300.00
6130 VOID		
6131 BLACK HAWK CONSERVATION		288.44
6132 COLONIAL LIFE	INSURANCE	79.94
6133 FIDELITY	VISION INSURANCE	51.85
6134 MEDIACOM	PHONE SERVICE	82.62
6135 MID AMERICAN	JULY UTILITY	3,689.71
6136 WADE JACOBS	CELL PHONE RMBRSMNT	120.00
6137 WATERLOO WATER	UTILITIES	6,190.82
6138 WELLMARK	HEALTH INSURANCE	3,265.23
DRAFT IPERS	RETIREMENT	1,938.21

DRAFT BANK CHARGE

10.00

TOTAL PREPAYS:

21,475.08

**PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF ELK RUN HEIGHTS, IOWA ON THIS
14TH DAY OF SEPTEMBER 2021**

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

RESOLUTION 4002

A RESOLUTION OF THE CITY OF ELK RUN HEIGHTS, IOWA CITY COUNCIL TO TERMINATE THE CONTRACT AGREEMENT WITH THE CITY OF EVANSDALE, IOWA FOR LIBRARY SERVICES

WHEREAS, the City of Elk Run Heights, in Black Hawk County, Iowa and the City of Evansdale, Iowa and the Trustees of the Evansdale Public Library are presently engaged in an agreement dated March 21, 2017, whereby said agreement calls for Library Services and

WHEREAS, The City Council, Iowa deems it to be in the best interest of the City of Elk Heights to terminate said agreement, be it:

RESOLVED, that The City of Elk Run Heights, Iowa herewith terminate said agreement

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Elk Run Heights, Iowa that the contract with the City of Evansdale for library service for all citizens of Elk Run Heights be terminated

PASSED AND ADOPTED THIS 14TH DAY OF SEPTEMBER 2021

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

RESOLUTION 4003

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE CITY OF DUNKERTON FOR LIBRARY SERVICES

WHEREAS, The City of Elk Run Heights, Iowa is desirous of contracting library service; and;

WHEREAS, The City of Dunkerton has offered a 3-year contract to provide library services for fiscal years beginning September to June 30, 2022, and;

WHEREAS, the contract shall be renewable each fiscal year, and;

WHEREAS, the Dunkerton Library agrees to the contract rate at \$9,621.00 per year for a period of 3-years or until June 30, 2024 at which time the rate may then be reviewed

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Elk Run Heights, Iowa that the Mayor is hereby authorized to enter into a contract with the City of Dunkerton for library service for all citizens of Elk Run Heights at a total cost of \$9,621.00 for FYE June 30, 2022, June 30, 2023 and June 30, 2024

PASSED AND ADOPTED THIS 14TH DAY OF SEPTEMBER 2021

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk



Michelle Wheeler, Director
Dunkerton Public Library
203 E. Tower St., P.O. Box 249
Dunkerton, IA 50626-0249
319-822-4610
319-822-4664 (fax)
dunkpublib@dunkerton.net
www.dunkerton.lib.ia.us

Dunkerton Public Library can offer Elk Run Heights access to all services, which include:

- All online service

Bridges - online ebooks, audiobooks, and magazines

Brainfuse - JobNow offers career assistance.

VetNow supports veterans and their families.

HelpNow is a live online tutoring service.

Adult Learning Center provides academic assistance.

Hoopla - online ebooks and audiobooks on demand

- Easy access to resources and information through the online catalog, website, and Facebook.
- A collection of 15,301 items which include audio books, DVDs, magazines, fiction (including large print books), inspirational fiction, non-fiction, biographies, young adult, picture books, and board books.
- Convenient hours: Mon., Tues., Thurs. 2:00 - 6:00 PM
Wed., Fri., Sat. 10:00 AM - 2:00 PM
- On-site services available for public use: printer, copier, fax machine, 6 desktops, 3 laptops, 4 iPads, an AWE station, and Wi-fi.
- A programming room available for public use.
- Many in-person events such as story time, outdoor movies, DIY crafts, and the summer reading program.

- Soon to add the Imagination Library, which sends a book to enrolled children in the community each month from birth to age 5.

**CONTRACT FOR LIBRARY SERVICES
BETWEEN THE DUNKERTON PUBLIC LIBRARY, IOWA,
AND THE CITY OF ELK RUN HEIGHTS, IOWA**

PURPOSE

In accordance with Iowa Code section 256.69 which states “each city within its corporate boundaries... shall levy a tax of at least six and three-fourths cents per thousand dollars of assessed value on the taxable property...for the purpose of providing financial support to the public library which provides library services within the respective jurisdiction.”, this agreement is between the Dunkerton Public Library, a governmental subdivision of the City of Dunkerton, Iowa, and the City of Elk Run Heights, Iowa, for the provision of library services to the citizens of Elk Run Heights. No new legal or administrative entity is created by this agreement and no joint board will be created. “The Parties” to this Contract are the Cities of Elk Run Heights and Dunkerton and the Dunkerton Public Library.

Therefore, it is agreed, the Dunkerton Public Library will provide library services to any resident of the City of Elk Run Heights under the Dunkerton Library’s current terms and future adopted terms and services.

COMPENSATION

The City of Elk Run Heights will compensate the Dunkerton Public Library for services stated above in an amount equal to nine dollars (\$9.00) per capita (using the 2020 census data: population 1,069) each fiscal year for a period of three (3) years. Compensation to be paid to the Dunkerton Public Library by the City of Elk Run Heights will be \$9,621.00 (nine thousand six hundred twenty-one dollars and zero cents) payable by December 31 of each fiscal year in the term of Agreement; FY2022 will be prorated. The payment schedule is as follows:

FY2022 – Oct. 1, 2021 – June 30, 2022 – \$7,215.75 Payable by December 31, 2021

FY2023 – July 1, 2022 – June 30, 2023 – \$9,621.00 Payable by December 31, 2022

FY2024 – July 1, 2023 – June 30, 2024 – \$9,621.00 Payable by December 31, 2023

TERMINATION

The contract may, by mutual consent of the parties hereto, be terminated upon written notice given thirty (30) days before the end of a fiscal year, and unless such notice be given, shall continue for the length of this contract, so long as the parties hereto comply with the foregoing provisions of this agreement.

AGREEMENT

In witness whereof the Parties have hereunto affixed their signatures effective this day of

DUNKERTON PUBLIC LIBRARY

8-30-21, 2021



Curt Thomas, President, Board of Trustees

Ronda Rathe, Secretary, Board of Trustees

CITY OF ELK RUN HEIGHTS

_____, 2021

Kristi Lundy, Mayor

Julie Eastman, City Clerk

CITY OF DUNKERTON

_____, 2021

Michael Schares, Mayor

Sheila Steffen, City Clerk

RESOLUTION 4004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK RUN HEIGHTS, IOWA, AUTHORIZING PAYMENT #3 TO WRH, INC. IN THE AMOUNT OF \$399,093.69 FOR THE WASTEWATER TREATMENT PLANT PROJECT

WHEREAS, the City entered into a contract with WRH, Inc. for the Wastewater Treatment Plant Project; and

WHEREAS, the City's Engineer, Jason Miller with MSA Professional Services has reviewed the construction progress and recommends payment to WRH, Inc. of South Amana, Iowa

Request attached

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk Run Heights, Iowa, that pay application #3 in the amount of \$399,093.69 hereby authorized to be issued for the Wastewater Treatment Plant Project

PASSED AND ADOPTED THIS 14TH DAY OF SEPTEMBER 2021

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

Contractor's Application for Payment No.

3

Application Period: 07/29/2021 - 08/27/2021	Application Date: 8/27/2021	
To: City of Elk Run Heights 5042 Lafayette Road, Elk Run Heights Iowa 50707 (Owner) City of Raymond 101 1st Street, Raymond, Iowa 50667	From: WRH, Inc (Contractor): 1648 T Avenue, South Amana, Iowa 52334	Via (Engineer): MSA Professional Services, Inc. 1555 SE Delaware Ankeny Iowa
Project: City of Elk Run Heights/Raymond Wastewater Treatment Facility Improvements	Contract: City of Elk Run Heights/Raymond Wastewater Treatment Facility Improvements	
Owner's Contract No.: 14573018	Contractor's Project No.: 1378	Engineer's Project No.: 14573018

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
TOTALS	\$ -	\$ -
NET CHANGE BY CHANGE ORDERS	\$	\$ -

1. ORIGINAL CONTRACT PRICE.....	\$ \$	9,754,000.00
2. Net change by Change Orders.....	\$ \$	-
3. Current Contract Price (Line 1 ± 2).....	\$ \$	9,754,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates).....	\$ \$	1,698,479.55
5. RETAINAGE:		
a. 5% X \$ 1,698,479.55 Work Completed.....	\$ \$	84,923.98
b. 5% X \$ - Stored Material.....	\$ \$	-
c. Total Retainage (Line 5.a + Line 5.b).....	\$ \$	84,923.98
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ \$	1,613,555.57
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ \$	815,368.19
8. AMOUNT DUE THIS APPLICATION.....	\$ \$	798,187.38
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ \$	8,140,444.43

Contractor's Certification
 The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date: 08/30/2021
-----	------------------

Payment of: \$ 798,187.38
 (Line 8 or other - attach explanation of the other amount)

is recommended by: 8/30/2021
 (Engineer) (Date)

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Date)
 CITY OF RAYMOND

Approved by: _____ (Date)
 CITY OF ELK RUN HEIGHTS

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): City of Elk Run Heights/Raymond Wastewater Treatment Facility Improvements			Application Number: 3					
Application Period: 07/29/2021 - 08/27/2021			Application Date: 8/27/2021					
		Work Completed			E	F		G
Specification Section No.	Description	B Scheduled Value (\$)	C From Previous Application (C+D)	D This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
01	Bonds and Insurance	\$ 100,000.00	\$ 100,000.00		\$ -	\$ 100,000.00	100.00%	\$ -
01	General Conditions	\$ 1,200,000.00	\$ 200,000.00	\$ 200,000.00	\$ -	\$ 400,000.00	33.33%	\$ 800,000.00
01	Allowances (Utility Allowance & Spec 11 23 26)	\$ 32,000.00	\$ 32,000.00		\$ -	\$ 32,000.00	100.00%	\$ -
01	Mobilization	\$ 450,000.00	\$ 50,000.00	\$ 250,000.00	\$ -	\$ 300,000.00	66.67%	\$ 150,000.00
02	Demo of Existing Plant	\$ 60,000.00			\$ -	\$ -	0.00%	\$ 60,000.00
02	Misc. Concrete Demo	\$ 960.00			\$ -	\$ -	0.00%	\$ 960.00
03 200	Concrete Reinforcing	\$ 450,000.00			\$ -	\$ -	0.00%	\$ 450,000.00
03 3000	CONCRETE							
	Aeromod	\$ 550,000.00			\$ -	\$ -	0.00%	\$ 550,000.00
	Headworks	\$ 190,000.00			\$ -	\$ -	0.00%	\$ 190,000.00
	UV Building	\$ 115,000.00			\$ -	\$ -	0.00%	\$ 115,000.00
	Re-Use, Splitter, Site Concrete, Misc.	\$ 75,000.00			\$ -	\$ -	0.00%	\$ 75,000.00
03 4100	Precast	\$ 450,744.00			\$ -	\$ -	0.00%	\$ 450,744.00
04	Masonry	\$ 85,571.00			\$ -	\$ -	0.00%	\$ 85,571.00
05 5000	Metals, Grating and Railings	\$ 225,000.00			\$ -	\$ -	0.00%	\$ 225,000.00
06 1000	Carpentry - Framing and Siding	\$ 34,740.00			\$ -	\$ -	0.00%	\$ 34,740.00
07	Thermal and Moisture Protection	\$ 27,566.00			\$ -	\$ -	0.00%	\$ 27,566.00
07	Roofing and Trims	\$ 60,900.00			\$ -	\$ -	0.00%	\$ 60,900.00
08	Overhead Doors, HM & FRP Frames, Doors and hardware	\$ 56,330.00			\$ -	\$ -	0.00%	\$ 56,330.00
09	Finishes - Framing & Accessories, Specialties	\$ 15,122.00			\$ -	\$ -	0.00%	\$ 15,122.00
09 9000	Paints & Coating	\$ 74,338.00			\$ -	\$ -	0.00%	\$ 74,338.00
22 4000	Plumbing & Fixtures	\$ 45,000.00			\$ -	\$ -	0.00%	\$ 45,000.00
23	HVAC	\$ 162,009.00			\$ -	\$ -	0.00%	\$ 162,009.00
26	Electrical	\$ 1,315,470.00			\$ -	\$ -	0.00%	\$ 1,315,470.00
26	Heat Trace	\$ 1,000.00			\$ -	\$ -	0.00%	\$ 1,000.00
31 25 00	Erosion Control	\$ 15,000.00	\$ 8,000.00		\$ -	\$ 8,000.00	53.33%	\$ 7,000.00
31	Aggregates, Sand, Fine Grading, Misc. Rock	\$ 50,000.00			\$ -	\$ -	0.00%	\$ 50,000.00
31	Earthwork - Excavation, Grading and Backfill	\$ 1,220,575.00	\$ 468,282.31	\$ 390,197.24	\$ -	\$ 858,479.55	70.33%	\$ 362,095.45
32	Seeding	\$ 20,000.00			\$ -	\$ -	0.00%	\$ 20,000.00
32	Asphalt	\$ 33,075.00			\$ -	\$ -	0.00%	\$ 33,075.00
32	Striping	\$ 1,000.00			\$ -	\$ -	0.00%	\$ 1,000.00
32	Fencing	\$ 52,600.00			\$ -	\$ -	0.00%	\$ 52,600.00
33	Utilities - Buried Pipe, MH's and drainage Structures	\$ 700,000.00			\$ -	\$ -	0.00%	\$ 700,000.00
40	Wastewater Process Piping	\$ 65,000.00			\$ -	\$ -	0.00%	\$ 65,000.00
41	Material handling - Hoists	\$ 40,000.00			\$ -	\$ -	0.00%	\$ 40,000.00
44 42 39.10	Grit Removal System	\$ 140,000.00			\$ -	\$ -	0.00%	\$ 140,000.00
44 42 40.30	Mechanical Step Screen and Washing Press	\$ 160,000.00			\$ -	\$ -	0.00%	\$ 160,000.00
44 42 46.20	Floating Surface Aerators	\$ 110,000.00			\$ -	\$ -	0.00%	\$ 110,000.00
44 42 56.40	Submersible Pumps	\$ 130,000.00			\$ -	\$ -	0.00%	\$ 130,000.00

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): City of Elk Run Heights/Raymond Wastewater Treatment Facility Improvements				Application Number: 3				
Application Period: 07/29/2021 - 08/27/2021				Application Date: 8/27/2021				
		Work Completed		E	F		G	
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period				
44 42 76.10	Wastewater Process Valves	\$ 50,000.00			\$ -	\$ -	0.00%	\$ 50,000.00
44 42 76.41	Parshall Flumes	\$ 10,000.00			\$ -	\$ -	0.00%	\$ 10,000.00
44 42 76.50	Composite Sampler	\$ 30,000.00			\$ -	\$ -	0.00%	\$ 30,000.00
44 42 476.6	Laboratory Equipment	\$ 25,000.00			\$ -	\$ -	0.00%	\$ 25,000.00
44 42 79.10	Aeromod Package	\$ 925,000.00			\$ -	\$ -	0.00%	\$ 925,000.00
44 44 73.10	UV Equipment	\$ 200,000.00			\$ -	\$ -	0.00%	\$ 200,000.00
Totals		\$ 9,754,000.00	\$ 858,282.31	\$ 840,197.24	\$ -	\$ 1,698,479.55		\$ 8,055,520.45

Stored Material Summary

Contractor's Application

For (Contract):							Application Number:				
City of Elk Run Heights/Raymond Wastewater Treatment Facility Improvements							3				
Application Period:							Application Date:				
07/29/2021 - 08/27/2021							44435				
A		B	C			D		E	F	G	
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Stored Previously		Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work		Materials Remaining in Storage (\$ (D + E - F))
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)	
01				Bonds and Insurance				\$ -			\$ -
01				General Conditions				\$ -			\$ -
01				Allowances (Utility Allowance & Spec 11 23 26)				\$ -			\$ -
01				Mobilization				\$ -			\$ -
02				Demo of Existing Plant				\$ -			\$ -
02				Misc. Concrete Demo				\$ -			\$ -
03 200				Concrete Reinforcing				\$ -			\$ -
03 3000				SO				\$ -			\$ -
				Aeromod				\$ -			\$ -
				Headworks				\$ -			\$ -
				UV Building				\$ -			\$ -
				Re-Use, Splitter, Site Concrete, Misc.				\$ -			\$ -
03 4100				Precast				\$ -			\$ -
04				Masonry				\$ -			\$ -
05 5000				Metals, Grating and Railings				\$ -			\$ -
06 1000				Carpentry - Framing and Siding				\$ -			\$ -
07				Thermal and Moisture Protection				\$ -			\$ -
07				Roofing and Trims				\$ -			\$ -
08				Overhead Doors, HM & FRP Frames, Doors and hardware				\$ -			\$ -
09				Finishes - Framing & Accessories, Specialties				\$ -			\$ -
09 9000				Paints & Coating				\$ -			\$ -
22 4000				Plumbing & Fixtures				\$ -			\$ -
23				HVAC				\$ -			\$ -
26				Electrical				\$ -			\$ -
26				Heat Trace				\$ -			\$ -
31 25 00				Erosion Control				\$ -			\$ -
31				Aggregates, Sand, Fine Grading, Misc. Rock				\$ -			\$ -
31				Earthwork - Excavation, Grading and Backfill				\$ -			\$ -
32				Seeding				\$ -			\$ -
32				Asphalt				\$ -			\$ -
32				Striping				\$ -			\$ -
32				Fencing				\$ -			\$ -
33				Utilities - Buried Pipe, MH's and drainage Structures				\$ -			\$ -
40				Wastewater Process Piping				\$ -			\$ -
41				Material handling - Hoists				\$ -			\$ -
44 42 39.10				Grit Removal System				\$ -			\$ -
44 42 40.30				Mechanical Step Screen and Washing Press				\$ -			\$ -
44 42 46.20				Floating Surface Aerators				\$ -			\$ -
44 42 56.40				Submersible Pumps				\$ -			\$ -
44 42 76.10				Wastewater Process Valves				\$ -			\$ -
44 42 76.41				Parshall Flumes				\$ -			\$ -
44 42 76.50				Composite Sampler				\$ -			\$ -
44 42 476.6				Laboratory Equipment				\$ -			\$ -
44 42 79.10				Aeromod Package				\$ -			\$ -
44 44 73.10				UV Equipment				\$ -			\$ -
Totals								\$ -	\$ -	\$ -	\$ -

RESOLUTION 4005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK RUN HEIGHTS, IOWA, AUTHORIZING PAYMENT #1 TO LODGE CONSTRUCTION INC. IN THE AMOUNT OF \$3,589.00 FOR THE MAYOR'S PARK IMPROVEMENT PROJECT

WHEREAS, the City entered into a contract with Lodge Construction Inc. for the Mayor's Park Improvement Project; and

WHEREAS, the City's Engineer, Mike Dryden with Willett Hofmann has reviewed the construction progress and recommends payment to Lodge Construction of Clarksville, Iowa

Request attached

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk Run Heights, Iowa, that pay application #1 in the amount of \$3,589.00 hereby authorized to be issued for the Mayor's Park Improvement Project

PASSED AND ADOPTED THIS 14TH DAY OF SEPTEMBER 2021

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

CONTRACTOR'S APPLICATION FOR PAYMENT ESTIMATE NO: ONE (1)

Project: Mayor's Park Trail - Iowa DOT Project No.: TAP-U-2312(604)--9I-07
 Owner: City of Elk Run Heights
 Contractor: Lodge Construction, Inc.
 FOR PERIOD - FROM: 8/11/2021 TO: 9/1/2021

Original Contract Amount: \$562,444.50
 Current Contract Amount: \$562,444.50

Item No.	ITEM CODE	Description	Units	ESTIMATED QUANTITY	Qty. Complete	Qty. Complete Last Period	Qty. Complete this Period	Unit Price	Value Complete	Value Complete this Pay Period
1	2101-0850002	CLEARING AND GRUBBING	UNIT	99	0	0	0	\$38.00	\$ -	\$ -
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	2,600	0	0	0	\$11.00	\$ -	\$ -
3	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	1,700	0	0	0	\$9.00	\$ -	\$ -
4	2113-0001100	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	SY	7,450	0	0	0	\$2.00	\$ -	\$ -
5	2115-0100000	MODIFIED SUBBASE, 6 IN.	CY	1,250	0	0	0	\$46.00	\$ -	\$ -
6	2303-0000100	HOT MIX ASPHALT MIXTURE, COMMERCIAL MIX (INCLUDES ASPHALT BINDER), AS PER PLAN	TON	24	0	0	0	\$183.00	\$ -	\$ -
7	2401-6745650	REMOVAL OF EXISTING STRUCTURES	LS	1	0	0	0	\$5,000.00	\$ -	\$ -
8	2511-0301200	RECREATIONAL TRAIL, HOT MIX ASPHALT, 2 IN.	SY	6,165	0	0	0	\$29.00	\$ -	\$ -
9	2511-6745900	REMOVAL OF SIDEWALK	SY	91	0	0	0	\$10.00	\$ -	\$ -
10	2511-7526004	SIDEWALK, P.C. CONCRETE, 4 IN.	SY	36.2	0	0	0	\$40.00	\$ -	\$ -
11	2519-4200120	REMOVAL OF FENCE, CHAIN LINK	LF	440	0	0	0	\$3.00	\$ -	\$ -
12	2519-4200190	REMOVAL OF FENCE, WOODEN	LF	130	0	0	0	\$6.00	\$ -	\$ -
13	2528-8445110	TRAFFIC CONTROL	LS	1	0	0	0	\$1,250.00	\$ -	\$ -
14	2533-4980005	MOBILIZATION	LS	1	0.1	0.0	0.1	\$37,000.00	\$ 3,700.00	\$ 3,700.00
15	2599-9999009	CULVERT, HDPE PIPE, 12 IN. DIA.	LF	790	0	0	0	\$27.00	\$ -	\$ -
16	2599-9999010	RECREATIONAL TRAIL BRIDGE, COMPLETE	LS	1	0	0	0	\$180,000.00	\$ -	\$ -

17	2601-2634100	MULCHING	ACRE	2.1	0	0	0	\$725.00	\$ -	\$ -
18	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	2.1	0	0	0	\$1,475.00	\$ -	\$ -
19	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF	1,290	0	0	0	\$2.50	\$ -	\$ -
20	2602-0000351	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	1,290	0	0	0	\$0.25	\$ -	\$ -
21	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EA	2	0	0	0	\$500.00	\$ -	\$ -
22	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EA	1	0	0	0	\$1,000.00	\$ -	\$ -
PROJECT TOTALS									\$ 3,700.00	\$ 3,700.00

Change Orders			
DESCRIPTION	PERCENT COMPLETE	TOTAL VALUE	VALUE COMPLETE
TOTAL CHANGE ORDERS:		\$0.00	\$0.00

TOTAL WORK COMPLETED	\$ 3,700.00
TOTAL CONTRACT AMOUNT	\$562,444.50
PERCENT COMPLETE	0.66%
GROSS AMOUNT DUE	\$ 3,700.00
LESS RETAINAGE (3%)	<u>\$ 111.00</u>
SUBTOTAL DUE	\$ 3,589.00

LESS PREVIOUS PAYMENTS

DATE	AMOUNT

TOTAL PREVIOUS PAYMENTS	\$0.00
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TOTAL DUE THIS PAY ESTIMATE	\$ 3,589.00
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THE UNDERSIGNED CONTRACTOR HEREBY SWEARS UNDER PENALTY OF PERJURY THAT (1) ALL PREVIOUS PAYMENTS RECEIVED FROM THE OWNER ON ACCOUNT OF WORK PERFORMED UNDER THE CONTRACT REFERRED TO ABOVE HAVE BEEN APPLIED BY THE UNDERSIGNED TO DISCHARGE IN FULL ALL OBLIGATIONS OF SAID CONTRACT, AND (2) ALL MATERIALS AND EQUIPMENT INCORPORATED INTO THE WORK ARE FREE AND CLEAR OF ALL LIENS, CLAIMS, SECURITY, INTERESTS, AND ENCUMBRANCES.

CONTRACTOR: Lodge Construction, Inc.

BY: _____

TITLE: _____

DATE: _____

THIS REQUEST FOR PAYMENT, AS PREPARED BY THE CONTRACTOR, SUBSTANTIALLY COMPLIES WITH THE PAYMENT PROVISIONS OF THE CONTRACT DOCUMENTS, AND IS THEREFORE RECOMMENDED FOR APPROVAL.

WILLETT, HOFMANN & ASSOC., INC.

BY: Michael S. Dugden

DATE: September 2, 2021

THE CITY OF ELK RUN HEIGHTS HAS CONSIDERED AND HEREBY APPROVES THIS APPLICATION FOR PAYMENT.

BY: _____

DATE: _____

Benefits of Joining IAMU's New Iowa Safety Education Program

Iowa Safety Education Program (ISEP) starts on January 1, 2022

Old safety groups will end Dec. 31, 2021

Background: To help streamline operations, logistics and improve the content and offerings to our safety members, IAMU is transitioning to a new statewide safety group, ISEP to deliver our OSHA educational classes. By merging the 11 safety groups into 1 new large safety group (ISEP), normalizes cost and allows safety staff more time to improve services to our safety members.

Benefits:

1. Still offering in-person classes at several locations in your old groups area
2. Pre-recorded webinars for most classes for those not able to attend the in-person classes
3. In several group areas IAMU will be able to offer more classes than currently receiving
4. Set topics planned for each month for the entire group
5. Consistent and updated presentations for in-person classes each year
6. Focused content & shorter classes
7. Still offering electric high voltage classes and Bucket and Poletop rescue
8. Specialty webinars during the year by IAMU safety staff
9. 35 Streaming videos, leader guides & quizzes on IAMU website
10. Other webinars on website, example new/seasonal employee
11. IAMU website to have calendar of classes and locations
12. Periodic audits: mock OSHA walkthrough every 5 yrs.; OSHA record keeping and program reviews every 5 yrs.; OSHA noise survey of equipment every 3 yrs.
13. Free templates on website: JSA, PPE, Energy Control (LO/TO) procedures
14. Customizable written programs on website
15. When practical, education to include hands-on instruction
16. Maintain attendance database/records
17. Audiometric, respiratory, CPR testing will continue. *If you have another company or clinic currently performing, then entity would continue to use current provider(s)*
18. Stabilize costs – no more fluctuation when an entity leaves
19. Eliminate annual agreements & renewal meetings each year
20. Individual agreements, both board and council or authorized person to sign
21. Ease of joining or leaving group
22. Establish the Iowa Safety Education Program Committee. *Made up of one representative from each of the eleven groups.*

On January 1, 2022 will be the first day of the new ISEP group and we hope that you will continue with us to receive your OSHA education. Enclosed in this packet is the agreement to be approved, signed and returned to IAMU. Thank you for being a loyal safety member of IAMU and we sincerely hope you will continue with us for your safety educational needs.

Questions, please call or email:

Dave Hraha, Director of Member Services

dhraha@iamu.org

Cell: 515.210.8567





IOWA
ASSOCIATION OF MUNICIPAL
UTILITIES

8-19-2021

Julie Eastman
City Clerk
City of Elk Run Heights

Julie,

To become an Iowa Safety Education Program (ISEP) participant, the Elk Run Heights water department will need to become a member of the Iowa Association of Municipal Utilities (IAMU). IAMU's accounting year is March 1 through February 28 of each year. If you were to join the ISEP group that will start on January 1, 2022, the prorated water membership fees for January and February would be \$115. The next year water dues get approved during our annual business meeting in early February. At that time dues will be mailed out for the next years dues. As an example, this year's 2021-22 annual water dues were \$688. Water due typically have a small increase each year.

Enclosed is a Water Services brochure to give you information on the services you get with your water dues. The workshops listed are an additional fee but your water staff will get the members pricing when signing up.

If you have any questions, please feel free to contact me.

Sincerely,

David Hraha, Director of Member Services
Iowa Association of Municipal Utilities
dhraha@iamu.org
515-210-8567

RESOLUTION 4006

**A RESOLUTION OF THE CITY OF ELK RUN HEIGHTS, IOWA
ENTERING INTO AGREEMENT TO BECOME A MEMBER OF THE 2022
IOWA ASSOCIATION OF MUNICIPAL UTILITES SAFETY PROGRAM**

WHEREAS, the City of Elk Run Heights desires to provide safe working conditions for its employees, minimizing accidents and reducing risks and losses; and

WHEREAS, a comprehensive safety program, including training, audits and walk-throughs, and written policies of the City are necessary parts of providing safe working conditions and minimizing accidents, risks and losses; and

WHEREAS, a plan for the formation of the 2022 IAMU Safety Program has been prepared; and

WHEREAS, the dues for participating in the program for the City of Elk Run Heights is \$2,051.00; and

NOW THEREFORE BE IT RESOLVED by the City Council of Elk Run Heights, Iowa, that participation, including the financial commitment, in the IAMU Safety Program be approved.

PASSED AND APPROVED THIS 14TH DAY OF SEPTEMBER 2021

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

**Iowa Association of Municipal Utilities
Iowa Safety Education Program Participant Agreement**

1. **Agreement.** This Iowa Safety Education Program (“ISEP”) participating member agreement (the “Agreement”) is between Iowa Association of Municipal Utilities (“IAMU”) and the undersigned participating member (“Participant”) (collectively the “Parties”). This Agreement contains the entire agreement between the Parties with respect to the program described herein and supersedes prior documentary or oral understanding. This Agreement may not be amended except by a document signed by both Parties specifically amending this Agreement.
2. **Education Services Provided.** IAMU will provide safety education classes throughout the state. Class offerings will also include a combination of in-person, webinar, and streaming formats. Participant shall have unlimited access for all of Participant’s employees to all safety education provided by IAMU through ISEP. All ISEP events shall be labeled as such, and these events shall be the only IAMU events that the Participant’s employees shall be eligible to participate in under this Agreement. Any additional events shall require additional fees, as provided with those events.
3. **OSHA Written Program Audits.** If requested by Participant, IAMU will periodically review the Participant’s mandatory OSHA written programs on a schedule no more frequently than as set out herein. IAMU staff will provide suggested corrections, updates and improvements to such programs but will not rewrite or redo the programs under this section.

Audit	Periodic Review every:
Mock OSHA Walkthrough	5 years
OSHA Recordkeeping Audit and Written Program Review	5 years
OSHA Noise Survey of Equipment	3 years

4. **Program and Process Templates.** Participant will have access to IAMU’s safety program and process templates including but not limited to Job Safety analysis, Personal Protective Equipment assessment, Energy Control procedures, and a variety of other model written programs.
5. **Class Information.** IAMU shall maintain a database of ISEP class sessions provided each year. Up to quarterly at the request of Participant IAMU will provide a summary of the previous year’s education for the Participant. The summary shall be provided in electronic format suitable for inclusion in formal reports and retention in member records. For each class the data will include:
 - a. Topic Title
 - b. Date Held
 - c. Duration
 - d. Instructor
 - e. Participant’s Employees in attendance
6. **Membership.** Participant must maintain a membership with IAMU to participate in this agreement.
7. **Term.** Participant shall have access to ISEP events from January 1, 2022 through December 31, 2022, and any renewal thereafter. This Agreement shall automatically renew for additional one year terms unless either of the Parties gives the other written notice of its intent to terminate the Agreement prior to October 1, 2022 and each October 1 of successive renewal period.

8. **ISEP Events.** ISEP educational events will be held throughout the state of Iowa, at the discretion of IAMU. An expected schedule of topics, locations, dates and times will be published by November 1, 2021, and each September 1st in any renewal year.
9. **Fee.** In order to participate in ISEP, the Participant shall pay a quarterly fee as designated in Exhibit A on January 1, 2022, April 1, 2022, July 1, 2022, and October 1, 2022. The quarterly fee for future years shall be provided to the Participant on or before September 1st of each year.
10. **ISEP Advisory Committee.** Education topics, locations, dates and times will be at the discretion of IAMU staff. An ISEP Advisory Committee, made up of one employee from a minimum of ten Participants shall be formed to provide advice and counsel to IAMU staff regarding educational topics offered through ISEP. Final approval of the topics, locations, dates and times shall be at the discretion of IAMU staff.
11. **Force Majeure.** IAMU shall be excused from performance under this agreement if it cannot complete the services contemplated above because of acts of God, strikes, lockouts, or other conditions beyond its control. Should IAMU invoke this Force Majeure clause Participating Member shall be excused from paying the quarterly fee otherwise required for so long as the Force Majeure is in effect.
12. **No Warranty Provided.** IAMU cannot and does not provide any warranty of any kind with ISEP participation. ISEP participation does not guarantee safety incidents or accidents will not occur or that Participant's employees will not be injured on the job.
13. **Indemnification.** Participant shall hold IAMU harmless from, and indemnified for, any losses, claims, or injuries arising out of the construction, operation, repair or maintenance of the Participant's operations.
14. **Agreement Binding on Successors.** This agreement shall be binding upon and shall inure to the benefit of IAMU and Participant and its successors and assigns.

Iowa Association of Municipal Utilities
Iowa Safety Education Program Participant Agreement

Exhibit A

Participant's Annual amount will be \$2051.00. Participant will be billed quarterly at an amount of \$512.75 beginning January 1, 2022 and continuing on quarterly thereafter as referenced in the above agreement. Future quarterly amounts due will be given to participant by September 1 of each year.

Elk Run Heights

Signature Date
Name: _____
Title: _____

Iowa Association of Municipal Utilities

Date
Troy DeJoode
Executive Director

Sign and Return to IAMU by 11-15-2021, either by:

Preferred: Scan and email to dhraha@iamu.org

OR Fax to 515-289-2499

OR mail to:

Dave Hraha

IAMU

1735 NE 70th Ave.

Ankeny, IA 50021

Iowa Safety Education Program (ISEP) Proposed Classes for 2022

2022	Class(es)	Class(es)	Class(es)
Jan-22	~Diversity (1 hr) ~Harassment & Workplace Violence (2 hrs)		CPR & First Aid (old EIASSO area)
Feb-22	~Walking & Working Surfaces & Ladders (1 hr) ~Fall Protection (2 hrs)		
Mar-22	~Workzone Safety (1 hr) ~Flagger Safety (2 hrs)		CPR & First Aid (old NISA area)
Apr-22	~Trenching Safety & Competent Person Requirements (3 hrs)	Electric HV PPE & Energy Control Classes, Poletop Rescue, Bucket Truck Rescue	
May-22	~Bloodborne Pathogens (1 hr) ~Hazard Communication (1 hr) ~HAZWOPER Awareness (1 hr)	Electric HV PPE & Energy Control Classes, Poletop Rescue, Bucket Truck Rescue	
Jun-22	~Hearing Class and Tests (blocks of 2, 4, or 6 hrs)	Electric HV PPE & Energy Control Classes, Poletop Rescue, Bucket Truck Rescue	
Jul-22	~Respiratory Class and Tests (blocks of 2, 4, or 6 hrs)	Electric HV PPE & Energy Control Classes, Poletop Rescue, Bucket Truck Rescue	
Aug-22	~Powered Industrial Trucks (class & operator evaluation 4 hrs) In old CIASSO & NCISA & WCISA areas	Electric HV PPE & Energy Control Classes, Poletop Rescue, Bucket Truck Rescue	Noise Surveys in old EIASSO & INRCOG & HISS
Sep-22	~Chains, Slings, Below the Hook Devices (1 hr) ~Material Handling (1 hr) ~Ergonomics (1 hr)	Electric HV PPE & Energy Control Classes, Poletop Rescue, Bucket Truck Rescue	
Oct-22	~Winter / Defensive Driving (1 hr) ~Drug & Alcohol (2 hrs)	Electric HV PPE & Energy Control Classes, Poletop Rescue, Bucket Truck Rescue	CPR & First Aid (old CIASSO & NCISA area)
Nov-22	~Lab Safety (2 hrs) ~Chlorine Safety (1 hr)	Electric HV PPE & Energy Control Classes, Poletop Rescue, Bucket Truck Rescue	CPR & First Aid (old NCISA area)
Dec-22	~Emergency Preparedness (EAP & FPP) (2 hrs) ~Fire Extinguisher (1 hr)		

**WATER UTILITY VENDOR AGREEMENT
LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM**

The following agreement is made between the local community action agency (Local Agency) administering the Iowa Low-Income Household Water Assistance Program (LIHWAP) and:

Vendor (payment is issued in this name) <u>21K Run Heights Water Operation Threshold</u>		Local Agency <u>Supply</u>	
Address <u>5042 Ketchikan Rd</u>		Address <u>PO Box 4120</u>	
City, State, Zip <u>21K Run Heights Ia 50707</u>		City, State, Zip <u>Waterloo, Ia 50704</u>	
Contact Person	Email	Contact Person <u>Brenda Thompson</u>	Email <u>bawny@operationthreshold.org</u>
Phone	Fax	Phone <u>319-291-2065</u>	Fax <u>319-232-6484</u>
Vendor Tax ID#			

Vendor Provides:

- Drinking Water Only
- Wastewater Only
- Both Drinking and Wastewater

Type of Entity:

- Publicly Owned
- Privately/Shareholder Owned

Counties Served:

All provisions of this agreement are subject to the availability of federal funds, issued by the U.S. Department of Health & Human Services (HHS). All Vendors shall abide by the following provisions for the current Iowa Low-Income Household Water Assistance Program (LIHWAP). Note: the term 'Vendor' applies to Owners & Operators of Community Water Supply Systems.

1.00 Agreement Duration

This agreement is effective when signed by the Vendor and shall terminate on September 30, 2023. The termination of this agreement shall not discharge any obligation owed by either party to the other or to an eligible household if such obligation was incurred during the effective period of the agreement.

2.00 Vendor Notification of Eligible Households

The Local Agency will notify the Vendor of those households that have been approved for the LIHWAP program through the mail, email, phone or an online portal hosted by the Vendor. This notification must occur timely enough to avert disconnection of service, any additional charges, and ensure reconnection when appropriate.

3.00 Household Payments from LIHWAP

The LIHWAP program provides benefit awards on behalf of eligible customers by paying arrearages to drinking water/wastewater utilities in order to ensure service continuity and to reconnect service. Eligible households on whose behalf payments are made are third-party beneficiaries under this agreement. Therefore, all payments accepted by the Vendor made by the Local Agency on behalf of an approved household must be applied as a credit to that household's current water account. All LIHWAP credit balances must remain on the account until the benefit is exhausted. Water service must be maintained for at least 30 days after receiving the LIHWAP benefit payment from the local agency.

Any payment not accepted by the Vendor must be returned to the Local Agency within 5 business days of its receipt. Any duplicate payment for a household or an account must be reported to the Local Agency within 5 business days.

3.10 Households with Disconnect Notices (or imminent threat of disconnection)

The Vendor will accept LIHWAP payments for households with a disconnect notice or at imminent threat of disconnection, and will ensure the households' water service remains connected to avoid a reconnection fee.

For purposes of this section, payments include notification by the Local Agency to the Vendor on behalf of the LIHWAP-approved household. Such notification must ensure services are not interrupted for at least 30 calendar days, no additional fees or charges occur, and if disconnection has already occurred reconnection will be established.

3.20 Disconnected Households

LIHWAP payments that cover the balance owed by a disconnected household, will establish prompt reconnection of the water account by the Vendor.

For purposes of this section, payments include notification by the Local Agency to the Vendor on behalf of the LIHWAP-approved household. Such notification must ensure services are not interrupted for at least 30 calendar days, no additional fees or charges occur, and if disconnection has already occurred reconnection will be established.

3.30 Supported Expenses

The following are expenses which the LIHWAP program supports:

- Drinking Water/Wastewater utility past/back bills and amounts required to bring the account current
- Reconnection fees

3.40 Unsupported Expenses

The following expenses are unsupported by the LIHWAP program:

- Utility deposits for new service
- Expenses for diversion fees
- Repair, replacement, or installation of new home water systems/fixtures
- Wells or any other non-utility provided water system
- Energy services

4.00 Vendor Receipt of Payment

Within 30 calendar days of the Vendor's receipt of payment, the Vendor will provide to the Local Agency a receipt for the amount of payment received, using the format provided to the Vendor by the Local Agency.

A level payment amount shall not be adjusted nor shall a recipient be requested or required to withdraw from a level payment plan due to receipt of program assistance.

5.00 Continuous Access to Drinking Water/Wastewater Services

The Local Agency and Vendor will collaborate and to the extent practicable attempt to ensure the customer has continuous access to Drinking Water/Wastewater services.

6.00 Payments from Households

The Local Agency and Vendor will encourage regular monthly payments from households, including use of budget billing.

7.00 Confidentiality

Information regarding applicants and beneficiaries under this program must remain confidential subject only to the limited release of information by the Vendor to the Local Agency and the State of Iowa. The Vendor agrees to keep confidential the names and all other information pertaining to the clients served, including financial status, lifestyles, and housing conditions.

8.00 Non-Discrimination

The eligible household will not be treated adversely from other households because of receiving assistance under the Iowa Low-Income Household Water Assistance Program. The Vendor agrees not to discriminate either in cost of goods supplied or services provided, against the eligible household on whose behalf payments are made.

9.00 Termination of Customer Account

If a household terminates its account or changes Vendors prior to termination of this agreement, and any funds remain on the account, the Vendor shall contact the Local Agency within 30 calendar days to reconcile the existing account and determine the distribution of any remaining funds. Any remaining funds on the account paid under this program are to be returned to the Local Agency within 30 calendar days following reconciliation of the account. If the household has an arrearage on a different portion of the account such as garbage, the Vendor shall not withhold a refund.

10.00 Records

The Vendor will maintain an accounting system and fiscal records covering all activities under this agreement. The Vendor's records must include:

- The amount of payments made on behalf of eligible households by the Local Agency;
- Any LIHWAP credit remaining on the eligible household's account.

The Vendor shall retain these records for four years from the end date of this agreement.

The Vendor, upon written request from the eligible household, Local Agency, State of Iowa, or other designated representative, will provide a status report indicating the above information.

Vendors will assist the Local Agency and State of Iowa in collecting data concerning information on home water usage, or such other data as the state determines is reasonably necessary.

11.00 Site Visits

The State of Iowa and HHS authorized representatives reserve the right to monitor the use of funds by the participating Vendor in order to evaluate compliance with the provisions of this agreement.

12.00 Termination of Agreement

Either the Local Agency or the Vendor may terminate this agreement by giving the other party at least 30 calendar days written notice.

The Local Agency may terminate this agreement upon written notice of a breach by the Vendor of any material term, condition or provision of this agreement after the Vendor is given the opportunity to cure the breach.

The Local Agency may terminate the agreement immediately in instances where the Vendor has committed or engaged in fraud, misappropriation of funds, malfeasance, misfeasance, or bad faith.

Upon termination of the agreement by either party or upon expiration of the agreement, the Vendor shall, within 5 business days, remit to the Local Agency any unexpended funds paid to the Vendor.

The Vendor shall provide a full accounting of the funds subject to this agreement within 30 calendar days of termination or expiration of the agreement.

Vendor

Vendor Authorized Individual (printed name)

Vendor Authorized Individual (signature)

Date

Local Agency

Local Agency Director (printed name)

Local Agency Director (signature)

Date



QUOTATION

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

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

www.electricpump.com

QUOTE NUMBER: 0143618
QUOTE DATE: 8/17/2021
EXPIRE DATE: 9/17/2021

SALESPERSON: BRIAN FROST
CUSTOMER NO: 2320025
QUOTED BY: JRF
JOYCE

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

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

CONFIRM TO:
JORDAN COOPER

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

CUSTOMER P.O. JORDAN COOPER	SHIP VIA BESTWAY	F.O.B. ORIGIN	TERMS Net 30 Days
--------------------------------	---------------------	------------------	----------------------

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
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WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION FOR
REPLACEMENT HYDROMATIC IMPELLER FOR SUTTON LIFT
STATION

*15146-000-2	EACH	1.00	0.00	0.00	2,456.00	2,456.00
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HYDROMATIC IMPELLER 10" DIA

ESTIMATED LEAD TIME IS 3 TO 4 WEEKS ARO, SUBJECT TO
FACTORY CHANGE
THE PRICING ON THIS QUOTE DOES NOT INCLUDE FREIGHT OR
INSTALLATION

Electric Pump is committed to supplying you, our
customer, the highest quality products & service.
joycef@electricpump.com
THANK YOU, JOYCE FROHWEIN

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

Net Order:	2,456.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	2,456.00

ABOVE PRICING EFFECTIVE FOR 30 DAYS



4280 E. 14th St.
Des Moines, IA 50313
Office: 515-265-2222
Toll Free: 800-383-7867
Fax: 515-265-8079

201 4th Ave SW
New Prague, MN 56071
Office: 952-758-6600
Toll Free: 800-536-5394
Fax: 952-758-7778

TO: City of Elk Run Heights, IA / Jordan Cooper

REF: OmniSite Rehab Proposal – REVISED
Elk Run Heights, IA

DATE: September 3, 2021

OmniSite

One (1) Lot of travel & labor to verify Qty (3) existing OmniSite Crystal Ball units are wired correctly for station monitoring. The verification of each unit includes documenting all alarm conditions on the Crystal Ball Enclosure Door, the addition of pump running signals, generator transfer switch signal, and pump current transformers (current transformers supplied by the City). Our technician will also confirm that the OmniSite GuardDog website has been programmed correctly for each station and provide training as needed, completing Qty (3) functional systems.

Total Selling Price: \$1,875.00 plus tax

Note the following:

- If remote pump activation from the OmniSite Crystal Ball is required, please add **\$600.00** to the above pricing. Adder cost includes integration, programming, and confirmation of operation.
- Junction Box, Conduit, Current Transformers and anything that's not specifically mentioned in this proposal is the responsibility of others

Thank you for your consideration,

Brian Frost (515) 710-9140 / Bob White (515) 421-6050
cc: Cornelius Caudle (515) 265-2222

Purchase Agreement:

Note the following:

- Return this purchase agreement to Cornelius Caudle at corneliusc@electricpump.com or via fax (515) 265-8079

Payment: Net 30 Days

We are pleased to make the following offer to sell the listed Merchandise which is firm for (30) thirty days from the above date, and is automatically withdrawn thereafter without any further notice.

1. Signing and returning this document to Electric Pump's office in Des Moines, IA may accept this offer.
2. This offer and acceptance constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties.
3. The prices quoted for equipment are valid for (30) thirty days. If the quote includes start up services and it is scheduled by the request of the buyer for a time other than Monday through Friday 8:00 to 5:00 additional charges will be due.
4. Payment terms are NET 30 (thirty days) after the mailing of seller's invoice.
5. Delivery terms are F.O.B. Place of Shipment. Seller agrees to put the merchandise in the possession of the carrier, to make a reasonable contract of carriage for their transportation, to obtain and deliver or tender such documents as may be necessary to enable Buyer to obtain possession, and to promptly notify the Buyer of shipment. After seller has delivered the merchandise to the carrier, the risk of loss of the merchandise will be borne by the Buyer. The prices quoted herein include transportation charges based on existing truckload rates, any change in delivery rates existing at the time of delivery will be billed to your account. Dates of delivery are determined from the date of Seller's acceptance of any order or orders by Buyer and are estimates of approximate dates of delivery, not a guaranty of a particular day of delivery.
6. Sales and use tax are not included.
7. Buyer shall notify seller in writing at Seller's place of business as shown on the reverse side of this page, within twenty (20) days of receipt of merchandise, or any complaint whatsoever buyer may have concerning such merchandise. Failure to give such notice shall constitute a waiver by Buyer of all claims in respect to such goods.
8. If notice of complaints is provided within twenty (20) days of Buyer's receipt of the merchandise, Seller agrees to inspect the merchandise at Seller's place of business during Seller's normal business hours and days. Upon inspection, if the merchandise is determined to be defective in material or workmanship, Seller, at Seller's option, shall repair or replace said merchandise at no cost to Buyer, or Seller may refund the purchase price. If the examined merchandise is found not to be defective or is not for some other reason within the warranty coverage, Seller's service time expended on and off-location will be charged to Buyer.
9. Seller will have no further warranty obligation under this Agreement if the Equipment is subjected to abuse, misuse, negligence or accident or if buyer fails to perform any of its duties set forth in Paragraphs 8 and 9.
10. THE WARRANTY PRINTED ABOVE IS THE ONLY WARRANTY MADE BY THE SELLER REGARDING THIS PURCHASE. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTHING HEREIN CONTAINED SHALL LIMIT BUYER'S RIGHTS AGAINST THE MANUFACTURER, WITH RESPECT TO MANUFACTURER'S WARRANTIES, IF ANY.
11. WARRANTY REPAIRS (which fall under the manufacturer's warranty, if any) ARE F.O.B. ELECTRIC PUMP, INC. SERVICE LOCATION. ELECTRIC PUMP, INC. WILL NOT ASSUME

ANY EXTENDED WARRANTIES UNLESS APPROVED BY PRIOR WRITTEN CONSENT. THIS INCLUDES SERVICE CALLS TO JOB SITES ON PRODUCT COVERED DURING THE WARRANTY PERIOD. PLEASE REFER TO THE ATTACHED PRODUCT WARRANTY STATEMENT FOR CLARIFICATION.

12. IT IS UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE MERCHANDISE IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION UNDER THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE-YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa. Any dispute or disputes arising between the parties hereunder, insofar as the same cannot be settled by friendly agreement, shall be litigated only in The Iowa District Court for Polk County, in Des Moines, Iowa. Seller also has the right to commence an action against the Buyer in the County of the Buyer's principal place of business.

We need a hard copy of this agreement and/or a Purchase Order to start the submittal process.**

Business Name _____

Street Address _____

City/State/Zip _____

Phone _____ Fax _____

Email _____

Purchase Order Number _____

Purchase Order Amount _____

SIGNATURE _____

DATE _____

**A signed copy of this must be returned with your P.O.

Is Project Taxable? Y or N, if No a tax exempt form must be supplied for our records

B & B Builders Concrete, Inc.

6640 La Porte Road
Washburn, IA. 50702-6038
(319) 939-1768

ESTIMATE

Attn: Julie Eastman
City of Elk Run Heights
5042 Lafayette Road
Elk Run Heights, IA 50707

August 26, 2021

RE: Patching on Dubuque Road

Patch No. 1 Southwest

Remove and Replace 744 sq. ft. 10" paving \$12,276.00

Patch No. 2 Southeast

Remove and Replace 936 sq. ft. 10" paving \$15,444.00

Patch No. 3 Southeast

Remove and Replace 488 sq. ft. 10" paving \$ 8,052.00

Patch No. 5 Southeast

Remove and Replace 735 sq. ft. 10" paving \$12,127.50

TOTAL **\$47,899.50**

Traffic Control \$ 1,500.00

TOTAL **\$49,399.50**

Price includes saw cutting, M4 mix and dowel into existing slab #5 Bar.

S&D Construction
8509 HAMMOND AVE
IA 50701

Estimate

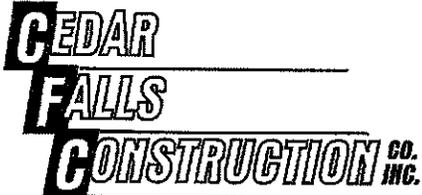
Date	Estimate #
9/2/2021	199

Name / Address
City Of Elk Run Heights

E-mail
skddconstructionllc@gmail.com

Account #319830

Description	Qty	Rate	Total
Concrete Removal	1	4,500.00	4,500.00
9" Concrete on the patches marked	1	42,500.00	42,500.00
sign control for the work area	1	3,500.00	3,500.00
Total			\$50,500.00



PO Box 368, Cedar Falls, IA 50613-0019

**CITY OF ELK RUN
2021 PCC PATCHING**

Patch 1 31' x 24'	82.66 SY	\$7,847.40
Patch 2 29' x 24'	77.33 SY	\$7,367.99
Patch 3 87' x 12' 2' x 22'	120.8 SY	\$11,076.00
Patch 4	0.000	\$0.00
Patch 5	0.000	\$0.00
Patch 6 60' x 55' (radius)	175 SY	\$15,954.00
Patch 7 32' x 27.5'	97.77 SY	\$9,003.30
Patch 8 50' x 24'	133.33 SY	\$12,203.99
CD Baskets: 26 total at \$150.00 each		\$3,900.00
Traffic Control: \$2000.00 lump sum		\$2,000.00
Mobilization: \$5000.00 lump sum		\$5,000.00
	TOTAL QUOTE	\$74,352.68

NOTES:

*** WE CAN BE REACHED AT THE FOLLOWING NUMBERS:**

Dale Schwab - (319) 404-5162

Luke Budke - (319) 404-7070

**PAT BUDKE, PRESIDENT
CEDAR FALLS CONSTRUCTION CO., INC.**



3533 Airline Highway, Waterloo, IA 50703

Phone 319-235-6746 • Fax 319-235-0960



"An Equal Employment Opportunity Employer"

B & B Builders Concrete, Inc.
(Formerly B & B Builders and Supply)
5728 Sierra Drive
Waterloo, IA 50701

December 13, 2020

Estimate

Att: Julie Eastman
City of Elk Run Heights
5042 Lafayette Rd.
Elk Run Heights, IA

RE: Patching on Dubuque Rd.

<u>Patch No. 1 Southwest</u>	18'x24'x10"	
Sawcutting		
Removal of 10" thick concrete		
Replace 10" concrete with M-4 Mix		
Dowell into existing slabs		\$ 6,700.00
<u>Patch No. 2 - Southeast</u>	8'x28'x10"	
Sawcutting		
Removal of 10" thick concrete		
Replace 10" concrete with M-4 Mix		
Dowell into existing slabs		
1-1/4" baskets expansion Joints		\$ 12,508.00
<u>Patch No. 3 - Southeast</u>	12'x13'6"x10"	
Sawcutting		
Removal of 10" thick concrete		
Replace 10" concrete with M-4 Mix		
Dowell into existing slabs		\$ 2,676.00
<u>Patch No. 4 - Southeast</u>	8'x28'x10"	
Sawcutting		
Removal of 10" thick concrete		
Replace 10" concrete with M-4 Mix		
Dowell into existing slabs		
Baskets where required		\$ 3,906.00

Patch No. 5 - Southeast 43'x6'x10"
Sawcutting
Removal of 10" thick concrete
Replace 10" concrete with M-4 Mix
Dowell into existing slabs
Baskets where required \$ 4,654.00

Patch No. 6 - Southeast 12'x85'x10"
Sawcutting
Removal of 10" thick concrete
Replace 10" concrete with M-4 Mix
Dowell into existing slabs
Baskets where required \$ 15,556.00

Patch No. 7 - City Hall 45'x5'x5"
2 - #4 rebar in patch
Removal of 5" thick concrete
Replace 5" concrete with M-4 Mix \$ 1,000.00

Patch No. 8 - Basketball Court 8'x12'x4"
Removal of 4" thick oncrete
Replace 4" concrete with M-4 Mix \$ 960.00

PLEASE NOTE: Traffic control by city.
If Sub-grade repair is required, there will be addtl. Cost.

Chris Wagner

641 Sunrise St
Denver Iowa 50622
Phone no.: 3199390610
Email: cwags4404@gmail.com

Estimate/Quotation

Estimate For:
City of Elk Run

Estimate No.: 10
Date: 20-07-2021

#	Item name	Quantity	Price/ unit	Amount
1	City Hall Sidewalk	1	\$ 1,820.00	\$ 1,820.00
2	Remove and Replace a 10x8 Section of Basketball Court	1250	\$ 1.00	\$ 1,250.00
Total		1251		\$ 3,070.00

DESCRIPTION

1-remove 45.5 feet of sidewalk from the building to Lafayette St and replace with new concrete.
2-replace 10x8 section of the basketball court

Sub Total	\$ 3,070.00
Total	\$ 3,070.00

For, Chris Wagner

ESTIMATE AMOUNT IN WORDS

Three Thousand and Seventy Dollars only

TERMS AND CONDITIONS

Thanks for doing business with us!

Authorized Signatory



Wellmark Blue Cross and Blue Shield of Iowa, and Wellmark Blue Cross and Blue Shield of South Dakota are independent licensees of the Blue Cross and Blue Shield Association.

September 1, 2021

JULIE EASTMAN
CITY OF ELK RUN HEIGHTS
5042 LAFAYETTE RD
ELK RUN HEIGHTS, IA 507071330

Your Wellmark Blue Cross and Blue Shield Representative

MICHELLE VOLKENS
(319) 234-8888
mvolkens@pdc.com

Group Number: 00049074
Renewal Effective Date: December 1, 2021

Your Wellmark Health Plan(s) Renewal – Due November 20

Dear JULIE EASTMAN,

Thank you for choosing Wellmark Blue Cross and Blue Shield for your health insurance needs. It's time to consider renewal options for you and your employees. The enclosed packet contains information to help make your decision easier.

It's as easy as 1 – 2 – 3!

1. Review the contents of this packet – your existing coverage may have some modifications.
2. Consult with your Wellmark representative to discuss the coverage needs of you and your employees.
3. Complete the renewal paperwork via DocuSign® before November 20.

Please complete your renewal paperwork by November 20.

Rest easy

At Wellmark, your trust and satisfaction are our #1 priority. That's why you get the largest networks and best benefit options to choose from. With Wellmark you can select the right coverage to help retain and attract employees — all within a manageable budget to fit your business.

We also offer market-leading tools and services that make us the easiest carrier to do business with, help your employees manage their costs and live their healthiest lives, and lower your costs in the process.

WE'RE HERE TO HELP

We know that selecting a complete benefits package is an important decision. Please contact your Wellmark representative with questions.

Sincerely,

Wellmark Blue Cross and Blue Shield



Wellmark Blue Cross and Blue Shield of Iowa, and Wellmark Blue Cross and Blue Shield of South Dakota are independent licensees of the Blue Cross and Blue Shield Association.

GROUP SUMMARY

Group Name: CITY OF ELK RUN HEIGHTS

Group Number: 00049074

Renewal Effective Date: December 1, 2021

Based on the number of employees currently enrolled in a health plan, you will be able to select up to two (2) health plans for your renewal period beginning 12/01/2021.

CURRENT HEALTH PLAN(S)

PLAN NAME	NETWORK & TOTAL MONTHLY PREMIUM
EnhancedBlue SM 2000	HMO \$3,049.05
Current Total Monthly Premium	\$3,049.05

RENEWING HEALTH PLAN(S)

PLAN NAME	NETWORK & TOTAL MONTHLY PREMIUM		
EnhancedBlue SM 2000	HMO \$2,893.32 ↓5.11%	POS \$3,049.87 ↑0.03%	PPO \$3,411.79 ↑11.90%
Renewing Total Monthly Premium	\$2,893.32 ↓5.11%	-	-

CURRENT ANCILLARY PLAN(S)

PLAN NAME	TOTAL MONTHLY PREMIUM
Blue Dental SM 2000 with Orthodontia	\$216.18

RENEWING ANCILLARY PLAN(S)

PLAN NAME	TOTAL MONTHLY PREMIUM
Blue Dental SM 2000 with Orthodontia	\$216.18

Premium rates shown are subject to change based on enrollment and plan selection. Wellmark Blue Cross and Blue Shield of Iowa, Wellmark Health Plan of Iowa, Inc. and Wellmark Value Health Plan, Inc are independent licensees of the Blue Cross and Blue Shield Association.

Avesis Vision is an independent vision insurance company that does not provide Wellmark Blue Cross and Blue Shield products and services. Avesis Vision is underwritten by Fidelity Security Life Insurance Company, Kansas City, Missouri. Hearing Discount Savings Plan provided by Amplifon Hearing Health Care. Amplifon Hearing Health Care is an independent company that does not provide Wellmark Blue Cross and Blue Shield products or services.

RENEWING HEALTH PLAN SUMMARY

Group Name: CITY OF ELK RUN HEIGHTS
 Group Number: 00049074
 Renewal Effective Date: December 1, 2021

EnhancedBlueSM 2000

Traditional Copay

NETWORK
HMO

Wellmark Health Plan of Iowa, Inc.
 HMO

Wellmark Blue HMO Network provides statewide provider access.

HEALTH/DRUG CODE
 SE3 / TXB

MONTHLY PREMIUM
 \$2,893.32

DEDUCTIBLE

INDIVIDUAL / FAMILY PER YEAR

\$2,000/\$4,000

OUT-OF-POCKET MAXIMUM

INDIVIDUAL / FAMILY PER YEAR

\$5,000/\$10,000

COST SHARE

Coinsurance:	20%
Primary Care Office Services:	\$25
Non Primary Care Office Services:	\$50
Emergency Room Visits:	\$400

Prescription Drugs

Formulary	BlueRx Essentials SM
Deductible (Drug)	N/A
Tier 1	\$15
Tier 2	\$50
Tier 3	\$125
Preferred Specialty Drugs	\$150
Non-preferred Specialty Drugs	\$300

RENEWING HEALTH PLAN DETAILED RATES

Group Name: CITY OF ELK RUN HEIGHTS
 Group Number: 00049074
 Renewal Effective Date: December 1, 2021



Wellmark Blue Cross and Blue Shield of Iowa, and Wellmark Blue Cross and Blue Shield of South Dakota are independent licensees of the Blue Cross and Blue Shield Association.

EnhancedBlueSM 2000	
AGE	Wellmark Blue HMO Network provides statewide provider access. Wellmark Health Plan of Iowa, Inc. HMO
0-14	\$270.75
15	\$294.82
16	\$304.02
17	\$313.22
18	\$323.13
19	\$333.04
20	\$343.30
21	\$353.92
22	\$353.92
23	\$353.92
24	\$353.92
25	\$355.34
26	\$362.42
27	\$370.91
28	\$384.71
29	\$396.04
30	\$401.70
31	\$410.20
32	\$418.69
33	\$424.00
34	\$429.66
35	\$432.49
36	\$435.32
37	\$438.16
38	\$440.99
39	\$446.65
40	\$452.31
41	\$460.81
42	\$468.95
43	\$480.27
44	\$494.43
45	\$511.06
46	\$530.88
47	\$553.18
48	\$578.66
49	\$603.79
50	\$632.11
51	\$660.07
52	\$690.86
53	\$722.00
54	\$755.62
55	\$789.25
56	\$825.70
57	\$862.51
58	\$901.79
59	\$921.26
60	\$960.55
61	\$994.52
62	\$1,016.82
63	\$1,044.78
64	\$1,061.76
65+	\$1,061.76

Premium rates shown are subject to change based on enrollment and plan selection. Wellmark Blue Cross and Blue Shield of Iowa, Wellmark Health Plan of Iowa, Inc. and Wellmark Value Health Plan, Inc are independent licensees of the Blue Cross and Blue Shield Association.

ALTERNATE HEALTH PLAN SUMMARY

Group Name: CITY OF ELK RUN HEIGHTS
 Group Number: 00049074
 Renewal Effective Date: December 1, 2021

BlueSimplicitySM Silver Simple Copay

NETWORK		
HMO	POS	PPO
Wellmark Health Plan of Iowa, Inc. HMO	Wellmark Health Plan of Iowa, Inc. POS	Wellmark Blue Cross and Blue Shield of Iowa. PPO
Wellmark Blue HMO Network provides statewide provider access.	Wellmark Blue POS Network combines the state-based HMO with access to out-of-network coverage.	Wellmark Blue PPO Network Offers national care through BlueCard
HEALTH/DRUG CODE		
SEE / TXM	SEG / TXN	SEC / TXL
MONTHLY PREMIUM		
\$2,866.98	\$3,003.91	\$3,375.58

DEDUCTIBLE
INDIVIDUAL / FAMILY PER YEAR

N/A

OUT-OF-POCKET MAXIMUM
INDIVIDUAL / FAMILY PER YEAR
\$8,100/\$16,200

COST SHARE
 Coinsurance: N/A
 Primary Care Office Services: \$60
 Non Primary Care Office Services: \$110
 Emergency Room Visits: \$600

Prescription Drugs

Formulary	BlueRx Essentials SM
Tier 1	\$30
Tier 2	\$100
Tier 3	\$200
Preferred Specialty Drugs	\$300
Non-preferred Specialty Drugs	\$500

BlueSimplicitySM Gold Simple Copay

NETWORK		
HMO	POS	PPO
Wellmark Health Plan of Iowa, Inc. HMO	Wellmark Health Plan of Iowa, Inc. POS	Wellmark Blue Cross and Blue Shield of Iowa. PPO
Wellmark Blue HMO Network provides statewide provider access.	Wellmark Blue POS Network combines the state-based HMO with access to out-of-network coverage.	Wellmark Blue PPO Network Offers national care through BlueCard
HEALTH/DRUG CODE		
SEN / TY3	SEP / TY4	SEM / TY2
MONTHLY PREMIUM		
\$3,420.38	\$3,596.91	\$4,029.49

DEDUCTIBLE
INDIVIDUAL / FAMILY PER YEAR

N/A

OUT-OF-POCKET MAXIMUM
INDIVIDUAL / FAMILY PER YEAR
\$4,750/\$9,500

COST SHARE
 Coinsurance: N/A
 Primary Care Office Services: \$35
 Non Primary Care Office Services: \$70
 Emergency Room Visits: \$500

Prescription Drugs

Formulary	BlueRx Essentials SM
Tier 1	\$25
Tier 2	\$85
Tier 3	\$150
Preferred Specialty Drugs	\$300
Non-preferred Specialty Drugs	\$500

SimplyBlueSM Modified Traditional Copay

NETWORK		
HMO	POS	PPO
Wellmark Health Plan of Iowa, Inc. HMO	Wellmark Health Plan of Iowa, Inc. POS	Wellmark Blue Cross and Blue Shield of Iowa. PPO
Wellmark Blue HMO Network provides statewide provider access.	Wellmark Blue POS Network combines the state-based HMO with access to out-of-network coverage.	Wellmark Blue PPO Network Offers national care through BlueCard
HEALTH/DRUG CODE		
SD7 / TWX	SD8 / TWY	SD5 / TWW
MONTHLY PREMIUM		
\$2,422.71	\$2,535.31	\$2,853.49

DEDUCTIBLE
INDIVIDUAL / FAMILY PER YEAR

\$8,400/\$16,800

OUT-OF-POCKET MAXIMUM
INDIVIDUAL / FAMILY PER YEAR
\$8,400/\$16,800

COST SHARE
 Coinsurance: 0%
 Primary Care Office Services: \$80
 Non Primary Care Office Services: \$160
 Emergency Room Visits: \$1,000

Prescription Drugs

Formulary	BlueRx Essentials SM
Medical Deductible Applies	Yes
Tier 1	\$30 (waive deductible)
Tier 2	Deductible
Tier 3	Deductible
Preferred Specialty Drugs	Deductible
Non-preferred Specialty Drugs	Deductible

ALTERNATE HEALTH PLAN SUMMARY - CONTINUED

Group Name: CITY OF ELK RUN HEIGHTS
 Group Number: 00049074
 Renewal Effective Date: December 1, 2021

CompleteBlueSM Modified Traditional Copay

NETWORK		
HMO	POS	PPO
Wellmark Health Plan of Iowa, Inc. HMO	Wellmark Health Plan of Iowa, Inc. POS	Wellmark Blue Cross and Blue Shield of Iowa. PPO
Wellmark Blue HMO Network provides statewide provider access.	Wellmark Blue POS Network combines the state-based HMO with access to out-of-network coverage.	Wellmark Blue PPO Network Offers national care through BlueCard
HEALTH/DRUG CODE		
SDW / TX8	SDX / TX9	SDV / TX7
MONTHLY PREMIUM		
\$2,797.47	\$2,934.03	\$3,293.43

DEDUCTIBLE

INDIVIDUAL / FAMILY PER YEAR

\$7,700/\$15,400

OUT-OF-POCKET MAXIMUM

INDIVIDUAL / FAMILY PER YEAR

\$7,700/\$15,400

COST SHARE

Coinsurance: 0%
 Primary Care Office Services: \$50
 Non Primary Care Office Services: \$150
 Emergency Room Visits: \$500

Prescription Drugs

Formulary BlueRx EssentialsSM
 Medical Deductible Applies No
 Tier 1 \$30
 Tier 2 \$80
 Tier 3 \$175
 Preferred Specialty Drugs \$300
 Non-preferred Specialty Drugs \$500

EnhancedBlueSM Modified Traditional Copay

NETWORK		
HMO	POS	PPO
Wellmark Health Plan of Iowa, Inc. HMO	Wellmark Health Plan of Iowa, Inc. POS	Wellmark Blue Cross and Blue Shield of Iowa. PPO
Wellmark Blue HMO Network provides statewide provider access.	Wellmark Blue POS Network combines the state-based HMO with access to out-of-network coverage.	Wellmark Blue PPO Network Offers national care through BlueCard
HEALTH/DRUG CODE		
SE6 / TXE	SE7 / TXF	SE5 / TXD
MONTHLY PREMIUM		
\$3,280.59	\$3,453.38	\$3,864.36

DEDUCTIBLE

INDIVIDUAL / FAMILY PER YEAR

\$4,600/\$9,200

OUT-OF-POCKET MAXIMUM

INDIVIDUAL / FAMILY PER YEAR

\$4,600/\$9,200

COST SHARE

Coinsurance: 0%
 Primary Care Office Services: \$35
 Non Primary Care Office Services: \$70
 Emergency Room Visits: \$600

Prescription Drugs

Formulary BlueRx EssentialsSM
 Medical Deductible Applies No
 Tier 1 \$30
 Tier 2 \$60
 Tier 3 \$150
 Preferred Specialty Drugs \$200
 Non-preferred Specialty Drugs \$500

SimplyBlueSM 6000 Traditional Copay

NETWORK		
HMO	POS	PPO
Wellmark Health Plan of Iowa, Inc. HMO	Wellmark Health Plan of Iowa, Inc. POS	Wellmark Blue Cross and Blue Shield of Iowa. PPO
Wellmark Blue HMO Network provides statewide provider access.	Wellmark Blue POS Network combines the state-based HMO with access to out-of-network coverage.	Wellmark Blue PPO Network Offers national care through BlueCard
HEALTH/DRUG CODE		
SD3 / TWU	SD4 / TWV	SCM / TWT
MONTHLY PREMIUM		
\$2,355.18	\$2,460.42	\$2,770.89

DEDUCTIBLE

INDIVIDUAL / FAMILY PER YEAR

\$6,000/\$12,000

OUT-OF-POCKET MAXIMUM

INDIVIDUAL / FAMILY PER YEAR

\$8,550/\$17,100

COST SHARE

Coinsurance: 50%
 Primary Care Office Services: \$70
 Non Primary Care Office Services: Deductible/Coinsurance
 Emergency Room Visits: Deductible/Coinsurance

Prescription Drugs

Formulary BlueRx EssentialsSM
 Medical Deductible Applies Yes
 Tier 1 \$30 (waive deductible)
 Tier 2 Deductible/Coinsurance
 Tier 3 Deductible/Coinsurance
 Preferred Specialty Drugs Deductible/Coinsurance
 Non-preferred Specialty Drugs Deductible/Coinsurance

ALTERNATE HEALTH PLAN SUMMARY - CONTINUED

Group Name: CITY OF ELK RUN HEIGHTS
 Group Number: 00049074
 Renewal Effective Date: December 1, 2021

CompleteBlueSM 4000

Traditional Copay

NETWORK		
HMO	POS	PPO
Wellmark Health Plan of Iowa, Inc. HMO	Wellmark Health Plan of Iowa, Inc. POS	Wellmark Blue Cross and Blue Shield of Iowa. PPO
Wellmark Blue HMO Network provides statewide provider access.	Wellmark Blue POS Network combines the state-based HMO with access to out-of-network coverage.	Wellmark Blue PPO Network Offers national care through BlueCard
HEALTH/DRUG CODE		
SDP / TX5	SDS / TX6	SDJ / TX4
MONTHLY PREMIUM		
\$2,929.60	\$3,072.19	\$3,449.98

DEDUCTIBLE
 INDIVIDUAL / FAMILY PER YEAR
 \$4,000/\$8,000

OUT-OF-POCKET MAXIMUM
 INDIVIDUAL / FAMILY PER YEAR
 \$8,150/\$16,300

COST SHARE

Coinsurance:	30%
Primary Care Office Services:	\$40
Non Primary Care Office Services:	\$90
Emergency Room Visits:	\$500

Prescription Drugs

Formulary	BlueRx Essentials SM
Medical Deductible Applies	No
Tier 1	\$30
Tier 2	\$60
Tier 3	\$125
Preferred Specialty Drugs	\$150
Non-preferred Specialty Drugs	\$500

EnhancedBlueSM 3000

Traditional Copay

NETWORK		
HMO	POS	PPO
Wellmark Health Plan of Iowa, Inc. HMO	Wellmark Health Plan of Iowa, Inc. POS	Wellmark Blue Cross and Blue Shield of Iowa. PPO
Wellmark Blue HMO Network provides statewide provider access.	Wellmark Blue POS Network combines the state-based HMO with access to out-of-network coverage.	Wellmark Blue PPO Network Offers national care through BlueCard
HEALTH/DRUG CODE		
SE9 / TXJ	SEB / TXK	SE8 / TXG
MONTHLY PREMIUM		
\$3,165.65	\$3,329.07	\$3,728.28

DEDUCTIBLE
 INDIVIDUAL / FAMILY PER YEAR
 \$3,000/\$6,000

OUT-OF-POCKET MAXIMUM
 INDIVIDUAL / FAMILY PER YEAR
 \$7,000/\$14,000

COST SHARE

Coinsurance:	30%
Primary Care Office Services:	\$30
Non Primary Care Office Services:	\$60
Emergency Room Visits:	\$400

Prescription Drugs

Formulary	BlueRx Essentials SM
Medical Deductible Applies	No
Tier 1	\$20
Tier 2	\$50
Tier 3	\$125
Preferred Specialty Drugs	\$200
Non-preferred Specialty Drugs	\$400

EnhancedBlueSM 2000

Traditional Copay

NETWORK	
POS	PPO
Wellmark Health Plan of Iowa, Inc. POS	Wellmark Blue Cross and Blue Shield of Iowa. PPO
Wellmark Blue POS Network combines the state-based HMO with access to out-of-network coverage.	Wellmark Blue PPO Network Offers national care through BlueCard
HEALTH/DRUG CODE	
SE4 / TXC	SE2 / TXA
MONTHLY PREMIUM	
\$3,655.74	\$4,089.56

DEDUCTIBLE
 INDIVIDUAL / FAMILY PER YEAR
 \$2,000/\$4,000

OUT-OF-POCKET MAXIMUM
 INDIVIDUAL / FAMILY PER YEAR
 \$5,000/\$10,000

COST SHARE

Coinsurance:	20%
Primary Care Office Services:	\$25
Non Primary Care Office Services:	\$50
Emergency Room Visits:	\$400

Prescription Drugs

Formulary	BlueRx Essentials SM
Medical Deductible Applies	No
Tier 1	\$15
Tier 2	\$50
Tier 3	\$125
Preferred Specialty Drugs	\$150
Non-preferred Specialty Drugs	\$300

ALTERNATE HEALTH PLAN SUMMARY - CONTINUED

Group Name: CITY OF ELK RUN HEIGHTS
 Group Number: 00049074
 Renewal Effective Date: December 1, 2021

myBlue HDHPSM Bronze High Deductible Health Plan

NETWORK		
HMO	POS	PPO
Wellmark Health Plan of Iowa, Inc. HMO	Wellmark Health Plan of Iowa, Inc. POS	Wellmark Blue Cross and Blue Shield of Iowa. PPO
Wellmark Blue HMO Network provides statewide provider access.	Wellmark Blue POS Network combines the state-based HMO with access to out-of-network coverage.	Wellmark Blue PPO Network Offers national care through BlueCard
HEALTH/DRUG CODE		
SDA / TX2	SDH / TX3	SD9 / TWZ
MONTHLY PREMIUM		
\$2,286.34	\$2,394.22	\$2,690.44

DEDUCTIBLE
 INDIVIDUAL / FAMILY PER YEAR
 \$6,900/\$13,800

OUT-OF-POCKET MAXIMUM
 INDIVIDUAL / FAMILY PER YEAR
 \$6,900/\$13,800

COST SHARE
 Coinsurance: 0%
 Primary Care Office Services: Deductible
 Non Primary Care Office Services: Deductible
 Emergency Room Visits: Deductible

Prescription Drugs
 Formulary BlueRx EssentialsSM
 Medical Deductible Applies Yes
 Tier 1 Deductible
 Tier 2 Deductible
 Tier 3 Deductible
 Preferred Specialty Drugs Deductible
 Non-preferred Specialty Drugs Deductible

myBlue HDHPSM Silver High Deductible Health Plan

NETWORK		
HMO	POS	PPO
Wellmark Health Plan of Iowa, Inc. HMO	Wellmark Health Plan of Iowa, Inc. POS	Wellmark Blue Cross and Blue Shield of Iowa. PPO
Wellmark Blue HMO Network provides statewide provider access.	Wellmark Blue POS Network combines the state-based HMO with access to out-of-network coverage.	Wellmark Blue PPO Network Offers national care through BlueCard
HEALTH/DRUG CODE		
SSG / TYW	SSH / TYX	SSE / TYV
MONTHLY PREMIUM		
\$2,709.68	\$2,846.53	\$3,191.31

DEDUCTIBLE
 INDIVIDUAL / FAMILY PER YEAR
 \$4,500/\$9,000

OUT-OF-POCKET MAXIMUM
 INDIVIDUAL / FAMILY PER YEAR
 \$6,750/\$13,500

COST SHARE
 Coinsurance: 0%
 Primary Care Office Services: \$0 after Deductible
 Non Primary Care Office Services: \$60 after Deductible
 Emergency Room Visits: \$250 after Deductible

Prescription Drugs
 Formulary BlueRx EssentialsSM
 Medical Deductible Applies Yes
 Tier 1 \$20 after Deductible
 Tier 2 \$60 after Deductible
 Tier 3 \$125 after Deductible
 Preferred Specialty Drugs \$150 after Deductible
 Non-preferred Specialty Drugs \$200 after Deductible

ALTERNATE HEALTH PLAN DETAILED RATES

Group Name: CITY OF ELK RUN HEIGHTS

Group Number: 00049074

Renewal Effective Date: December 1, 2021



Wellmark Blue Cross and Blue Shield of Iowa, and Wellmark Blue Cross and Blue Shield of South Dakota are independent licensees of the Blue Cross and Blue Shield Association.

BlueSimplicitySM Silver

AGE	Wellmark Blue HMO Network provides statewide provider access. Wellmark Health Plan of Iowa, Inc. HMO	Wellmark Blue POS Network combines the state-based HMO with access to out-of-network coverage. Wellmark Health Plan of Iowa, Inc. POS	Wellmark Blue PPO Network Offers national care through BlueCard Wellmark Blue Cross and Blue Shield of Iowa. PPO
0-14	\$223.82	\$234.51	\$263.53
15	\$243.72	\$255.36	\$286.95
16	\$251.33	\$263.33	\$295.91
17	\$258.93	\$271.30	\$304.87
18	\$267.12	\$279.88	\$314.51
19	\$275.32	\$288.47	\$324.16
20	\$283.80	\$297.36	\$334.15
21	\$292.58	\$306.55	\$344.48
22	\$292.58	\$306.55	\$344.48
23	\$292.58	\$306.55	\$344.48
24	\$292.58	\$306.55	\$344.48
25	\$293.75	\$307.78	\$345.86
26	\$299.60	\$313.91	\$352.75
27	\$306.62	\$321.27	\$361.02
28	\$318.03	\$333.22	\$374.45
29	\$327.40	\$343.03	\$385.47
30	\$332.08	\$347.94	\$390.99
31	\$339.10	\$355.30	\$399.25
32	\$346.12	\$362.65	\$407.52
33	\$350.51	\$367.25	\$412.69
34	\$355.19	\$372.16	\$418.20
35	\$357.53	\$374.61	\$420.96
36	\$359.87	\$377.06	\$423.71
37	\$362.21	\$379.51	\$426.47
38	\$364.55	\$381.97	\$429.22
39	\$369.23	\$386.87	\$434.74
40	\$373.92	\$391.78	\$440.25
41	\$380.94	\$399.13	\$448.51
42	\$387.67	\$406.18	\$456.44
43	\$397.03	\$415.99	\$467.46
44	\$408.73	\$428.25	\$481.24
45	\$422.48	\$442.66	\$497.43
46	\$438.87	\$459.83	\$516.72
47	\$457.30	\$479.14	\$538.42
48	\$478.37	\$501.21	\$563.23
49	\$499.14	\$522.98	\$587.69
50	\$522.55	\$547.50	\$615.24
51	\$545.66	\$571.72	\$642.46
52	\$571.11	\$598.39	\$672.43
53	\$596.86	\$625.37	\$702.74
54	\$624.66	\$654.49	\$735.47
55	\$652.45	\$683.61	\$768.19
56	\$682.59	\$715.19	\$803.68
57	\$713.02	\$747.07	\$839.50
58	\$745.49	\$781.10	\$877.74
59	\$761.58	\$797.96	\$896.69
60	\$794.06	\$831.99	\$934.92
61	\$822.15	\$861.41	\$967.99
62	\$840.58	\$880.73	\$989.70
63	\$863.69	\$904.95	\$1,016.91
64	\$877.74	\$919.65	\$1,033.44
65+	\$877.74	\$919.65	\$1,033.44

BlueSimplicitySM Gold

AGE	Wellmark Blue HMO Network provides statewide provider access. Wellmark Health Plan of Iowa, Inc. HMO	Wellmark Blue POS Network combines the state-based HMO with access to out-of-network coverage. Wellmark Health Plan of Iowa, Inc. POS	Wellmark Blue PPO Network Offers national care through BlueCard Wellmark Blue Cross and Blue Shield of Iowa. PPO
0-14	\$267.03	\$280.81	\$314.58
15	\$290.76	\$305.77	\$342.54
16	\$299.84	\$315.31	\$353.23
17	\$308.91	\$324.86	\$363.92
18	\$318.69	\$335.13	\$375.44
19	\$328.46	\$345.41	\$386.95
20	\$338.58	\$356.06	\$398.88
21	\$349.05	\$367.07	\$411.21
22	\$349.05	\$367.07	\$411.21
23	\$349.05	\$367.07	\$411.21
24	\$349.05	\$367.07	\$411.21
25	\$350.45	\$368.54	\$412.86
26	\$357.43	\$375.88	\$421.08
27	\$365.81	\$384.69	\$430.95
28	\$379.42	\$399.00	\$446.99
29	\$390.59	\$410.75	\$460.15
30	\$396.17	\$416.62	\$466.73
31	\$404.55	\$425.43	\$476.60
32	\$412.93	\$434.24	\$486.47
33	\$418.17	\$439.75	\$492.63
34	\$423.75	\$445.62	\$499.21
35	\$426.54	\$448.56	\$502.50
36	\$429.34	\$451.49	\$505.79
37	\$432.13	\$454.43	\$509.08
38	\$434.92	\$457.37	\$512.37
39	\$440.50	\$463.24	\$518.95
40	\$446.09	\$469.11	\$525.53
41	\$454.47	\$477.92	\$535.40
42	\$462.50	\$486.37	\$544.86
43	\$473.66	\$498.11	\$558.02
44	\$487.63	\$512.80	\$574.47
45	\$504.03	\$530.05	\$593.79
46	\$523.58	\$550.60	\$616.82
47	\$545.57	\$573.73	\$642.73
48	\$570.70	\$600.16	\$672.34
49	\$595.48	\$626.22	\$701.53
50	\$623.41	\$655.59	\$734.43
51	\$650.98	\$684.58	\$766.91
52	\$681.35	\$716.52	\$802.69
53	\$712.07	\$748.82	\$838.88
54	\$745.23	\$783.69	\$877.94
55	\$778.39	\$818.56	\$917.01
56	\$814.34	\$856.37	\$959.36
57	\$850.64	\$894.55	\$1,002.13
58	\$889.39	\$935.29	\$1,047.77
59	\$908.58	\$955.48	\$1,070.39
60	\$947.33	\$996.23	\$1,116.04
61	\$980.84	\$1,031.46	\$1,155.51
62	\$1,002.83	\$1,054.59	\$1,181.42
63	\$1,030.40	\$1,083.59	\$1,213.90
64	\$1,047.15	\$1,101.21	\$1,233.63
65+	\$1,047.15	\$1,101.21	\$1,233.63

SimplyBlueSM Modified

AGE	Wellmark Blue HMO Network provides statewide provider access. Wellmark Health Plan of Iowa, Inc. HMO	Wellmark Blue POS Network combines the state-based HMO with access to out-of-network coverage. Wellmark Health Plan of Iowa, Inc. POS	Wellmark Blue PPO Network Offers national care through BlueCard Wellmark Blue Cross and Blue Shield of Iowa. PPO
0-14	\$189.14	\$197.93	\$222.77
15	\$205.95	\$215.52	\$242.57
16	\$212.38	\$222.25	\$250.14
17	\$218.81	\$228.98	\$257.71
18	\$225.73	\$236.22	\$265.87
19	\$232.65	\$243.47	\$274.02
20	\$239.82	\$250.97	\$282.47
21	\$247.24	\$258.73	\$291.20
22	\$247.24	\$258.73	\$291.20
23	\$247.24	\$258.73	\$291.20
24	\$247.24	\$258.73	\$291.20
25	\$248.23	\$259.77	\$292.37
26	\$253.17	\$264.94	\$298.19
27	\$259.11	\$271.15	\$305.18
28	\$268.75	\$281.24	\$316.54
29	\$276.66	\$289.52	\$325.86
30	\$280.62	\$293.66	\$330.52
31	\$286.55	\$299.87	\$337.50
32	\$292.49	\$306.08	\$344.49
33	\$296.19	\$309.96	\$348.86
34	\$300.15	\$314.10	\$353.52
35	\$302.13	\$316.17	\$355.85
36	\$304.11	\$318.24	\$358.18
37	\$306.08	\$320.31	\$360.51
38	\$308.06	\$322.38	\$362.84
39	\$312.02	\$326.52	\$367.50
40	\$315.97	\$330.66	\$372.16
41	\$321.91	\$336.87	\$379.15
42	\$327.59	\$342.82	\$385.84
43	\$335.51	\$351.10	\$395.16
44	\$345.40	\$361.45	\$406.81
45	\$357.02	\$373.61	\$420.50
46	\$370.86	\$388.10	\$436.80
47	\$386.44	\$404.40	\$455.15
48	\$404.24	\$423.03	\$476.12
49	\$421.79	\$441.40	\$496.79
50	\$441.57	\$462.09	\$520.09
51	\$461.10	\$482.53	\$543.09
52	\$482.61	\$505.04	\$568.43
53	\$504.37	\$527.81	\$594.05
54	\$527.86	\$552.39	\$621.72
55	\$551.35	\$576.97	\$649.38
56	\$576.81	\$603.62	\$679.38
57	\$602.53	\$630.53	\$709.66
58	\$629.97	\$659.25	\$741.99
59	\$643.57	\$673.48	\$758.00
60	\$671.01	\$702.20	\$790.32
61	\$694.75	\$727.04	\$818.28
62	\$710.32	\$743.34	\$836.63
63	\$729.85	\$763.78	\$859.63
64	\$741.72	\$776.19	\$873.60
65+	\$741.72	\$776.19	\$873.60

ALTERNATE HEALTH PLAN DETAILED RATES - CONTINUED

Group Name: CITY OF ELK RUN HEIGHTS

Group Number: 00049074

Renewal Effective Date: December 1, 2021



Wellmark Blue Cross and Blue Shield of Iowa, and Wellmark Blue Cross and Blue Shield of South Dakota are independent licensees of the Blue Cross and Blue Shield Association.

CompleteBlue SM Modified			
AGE	Wellmark Blue HMO Network provides statewide provider access. Wellmark Health Plan of Iowa, Inc. HMO	Wellmark Blue POS Network combines the state-based HMO with access to out-of-network coverage. Wellmark Health Plan of Iowa, Inc. POS	Wellmark Blue PPO Network Offers national care through BlueCard Wellmark Blue Cross and Blue Shield of Iowa. PPO
0-14	\$218.40	\$229.06	\$257.12
15	\$237.81	\$249.42	\$279.97
16	\$245.23	\$257.20	\$288.71
17	\$252.66	\$264.99	\$297.45
18	\$260.65	\$273.37	\$306.86
19	\$268.64	\$281.76	\$316.27
20	\$276.92	\$290.44	\$326.02
21	\$285.49	\$299.42	\$336.10
22	\$285.49	\$299.42	\$336.10
23	\$285.49	\$299.42	\$336.10
24	\$285.49	\$299.42	\$336.10
25	\$286.63	\$300.62	\$337.44
26	\$292.34	\$306.61	\$344.17
27	\$299.19	\$313.79	\$352.23
28	\$310.32	\$325.47	\$365.34
29	\$319.46	\$335.05	\$376.09
30	\$324.03	\$339.84	\$381.47
31	\$330.88	\$347.03	\$389.54
32	\$337.73	\$354.22	\$397.61
33	\$342.01	\$358.71	\$402.65
34	\$346.58	\$363.50	\$408.02
35	\$348.86	\$365.89	\$410.71
36	\$351.15	\$368.29	\$413.40
37	\$353.43	\$370.68	\$416.09
38	\$355.72	\$373.08	\$418.78
39	\$360.28	\$377.87	\$424.16
40	\$364.85	\$382.66	\$429.53
41	\$371.70	\$389.85	\$437.60
42	\$378.27	\$396.73	\$445.33
43	\$387.40	\$406.32	\$456.09
44	\$398.82	\$418.29	\$469.53
45	\$412.24	\$432.37	\$485.33
46	\$428.23	\$449.13	\$504.15
47	\$446.22	\$468.00	\$525.32
48	\$466.77	\$489.55	\$549.52
49	\$487.04	\$510.81	\$573.38
50	\$509.88	\$534.77	\$600.27
51	\$532.43	\$558.42	\$626.82
52	\$557.27	\$584.47	\$656.07
53	\$582.39	\$610.82	\$685.64
54	\$609.51	\$639.27	\$717.57
55	\$636.63	\$667.71	\$749.50
56	\$666.04	\$698.55	\$784.12
57	\$695.73	\$729.69	\$819.07
58	\$727.42	\$762.93	\$856.38
59	\$743.12	\$779.40	\$874.87
60	\$774.81	\$812.63	\$912.17
61	\$802.22	\$841.38	\$944.44
62	\$820.20	\$860.24	\$965.61
63	\$842.76	\$883.89	\$992.16
64	\$856.46	\$898.26	\$1,008.30
65+	\$856.46	\$898.26	\$1,008.30

EnhancedBlue SM Modified			
AGE	Wellmark Blue HMO Network provides statewide provider access. Wellmark Health Plan of Iowa, Inc. HMO	Wellmark Blue POS Network combines the state-based HMO with access to out-of-network coverage. Wellmark Health Plan of Iowa, Inc. POS	Wellmark Blue PPO Network Offers national care through BlueCard Wellmark Blue Cross and Blue Shield of Iowa. PPO
0-14	\$256.11	\$269.60	\$301.69
15	\$278.88	\$293.57	\$328.50
16	\$287.58	\$302.73	\$338.76
17	\$296.29	\$311.89	\$349.01
18	\$305.66	\$321.76	\$360.05
19	\$315.04	\$331.63	\$371.10
20	\$324.75	\$341.85	\$382.53
21	\$334.79	\$352.42	\$394.36
22	\$334.79	\$352.42	\$394.36
23	\$334.79	\$352.42	\$394.36
24	\$334.79	\$352.42	\$394.36
25	\$336.13	\$353.83	\$395.94
26	\$342.83	\$360.88	\$403.83
27	\$350.86	\$369.34	\$413.29
28	\$363.92	\$383.08	\$428.67
29	\$374.63	\$394.36	\$441.29
30	\$379.99	\$400.00	\$447.60
31	\$388.02	\$408.46	\$457.07
32	\$396.06	\$416.91	\$466.53
33	\$401.08	\$422.20	\$472.45
34	\$406.44	\$427.84	\$478.76
35	\$409.11	\$430.66	\$481.91
36	\$411.79	\$433.48	\$485.07
37	\$414.47	\$436.30	\$488.22
38	\$417.15	\$439.12	\$491.38
39	\$422.51	\$444.76	\$497.69
40	\$427.86	\$450.39	\$504.00
41	\$435.90	\$458.85	\$513.46
42	\$443.60	\$466.96	\$522.53
43	\$454.31	\$478.24	\$535.15
44	\$467.70	\$492.33	\$550.92
45	\$483.44	\$508.90	\$569.46
46	\$502.19	\$528.63	\$591.54
47	\$523.28	\$550.83	\$616.39
48	\$547.38	\$576.21	\$644.78
49	\$571.15	\$601.23	\$672.78
50	\$597.94	\$629.42	\$704.33
51	\$624.38	\$667.27	\$735.49
52	\$653.51	\$687.93	\$769.80
53	\$682.97	\$718.94	\$804.50
54	\$714.78	\$752.42	\$841.96
55	\$746.58	\$785.90	\$879.43
56	\$781.07	\$822.20	\$920.05
57	\$815.88	\$858.85	\$961.06
58	\$853.05	\$897.97	\$1,004.84
59	\$871.46	\$917.35	\$1,026.53
60	\$908.62	\$956.47	\$1,070.30
61	\$940.76	\$990.30	\$1,108.16
62	\$961.85	\$1,012.51	\$1,133.00
63	\$988.30	\$1,040.35	\$1,164.16
64	\$1,004.37	\$1,057.26	\$1,183.08
65+	\$1,004.37	\$1,057.26	\$1,183.08

SimplyBlue SM 6000			
AGE	Wellmark Blue HMO Network provides statewide provider access. Wellmark Health Plan of Iowa, Inc. HMO	Wellmark Blue POS Network combines the state-based HMO with access to out-of-network coverage. Wellmark Health Plan of Iowa, Inc. POS	Wellmark Blue PPO Network Offers national care through BlueCard Wellmark Blue Cross and Blue Shield of Iowa. PPO
0-14	\$183.87	\$192.08	\$216.32
15	\$200.21	\$209.16	\$235.55
16	\$206.46	\$215.69	\$242.90
17	\$212.71	\$222.21	\$250.25
18	\$219.44	\$229.25	\$258.17
19	\$226.17	\$236.28	\$266.09
20	\$233.14	\$243.56	\$274.29
21	\$240.35	\$251.09	\$282.77
22	\$240.35	\$251.09	\$282.77
23	\$240.35	\$251.09	\$282.77
24	\$240.35	\$251.09	\$282.77
25	\$241.31	\$252.09	\$283.90
26	\$246.12	\$257.12	\$289.56
27	\$251.89	\$263.14	\$296.35
28	\$261.26	\$272.94	\$307.37
29	\$268.95	\$280.97	\$316.42
30	\$272.80	\$284.99	\$320.95
31	\$278.57	\$291.01	\$327.73
32	\$284.33	\$297.04	\$334.52
33	\$287.94	\$300.81	\$338.76
34	\$291.78	\$304.82	\$343.29
35	\$293.71	\$306.83	\$345.55
36	\$295.63	\$308.84	\$347.81
37	\$297.55	\$310.85	\$350.07
38	\$299.48	\$312.86	\$352.33
39	\$303.32	\$316.88	\$356.86
40	\$307.17	\$320.89	\$361.38
41	\$312.94	\$326.92	\$368.17
42	\$318.46	\$332.69	\$374.67
43	\$326.15	\$340.73	\$383.72
44	\$335.77	\$350.77	\$395.03
45	\$347.07	\$362.57	\$408.32
46	\$360.52	\$376.64	\$424.16
47	\$375.67	\$392.45	\$441.97
48	\$392.97	\$410.53	\$462.33
49	\$410.04	\$428.36	\$482.41
50	\$429.26	\$448.45	\$505.03
51	\$448.25	\$468.28	\$527.37
52	\$469.16	\$490.13	\$551.97
53	\$490.31	\$512.22	\$576.86
54	\$513.15	\$536.08	\$603.72
55	\$535.98	\$559.93	\$630.58
56	\$560.74	\$585.79	\$659.71
57	\$585.73	\$611.91	\$689.12
58	\$612.41	\$639.78	\$720.50
59	\$625.63	\$653.59	\$736.06
60	\$652.31	\$681.46	\$767.44
61	\$675.38	\$705.56	\$794.59
62	\$690.52	\$721.38	\$812.41
63	\$709.51	\$741.22	\$834.74
64	\$721.05	\$753.27	\$848.31
65+	\$721.05	\$753.27	\$848.31

Premium rates shown are subject to change based on enrollment and plan selection. Wellmark Blue Cross and Blue Shield of Iowa, Wellmark Health Plan of Iowa, Inc. and Wellmark Value Health Plan, Inc are independent licensees of the Blue Cross and Blue Shield Association.

ALTERNATE HEALTH PLAN DETAILED RATES - CONTINUED

Group Name: CITY OF ELK RUN HEIGHTS

Group Number: 00049074

Renewal Effective Date: December 1, 2021



Wellmark Blue Cross and Blue Shield of Iowa, and Wellmark Blue Cross and Blue Shield of South Dakota are independent licensees of the Blue Cross and Blue Shield Association.

CompleteBlueSM 4000

AGE	Wellmark Blue HMO Network provides statewide provider access. Wellmark Health Plan of Iowa, Inc. HMO	Wellmark Blue POS Network combines the state-based HMO with access to out-of-network coverage. Wellmark Health Plan of Iowa, Inc. POS	Wellmark Blue PPO Network Offers national care through BlueCard Wellmark Blue Cross and Blue Shield of Iowa. PPO
0-14	\$228.71	\$239.84	\$269.34
15	\$249.04	\$261.16	\$293.28
16	\$256.81	\$269.31	\$302.43
17	\$264.59	\$277.47	\$311.59
18	\$272.96	\$286.24	\$321.44
19	\$281.33	\$295.02	\$331.30
20	\$290.00	\$304.12	\$341.51
21	\$298.97	\$313.52	\$352.07
22	\$298.97	\$313.52	\$352.07
23	\$298.97	\$313.52	\$352.07
24	\$298.97	\$313.52	\$352.07
25	\$300.17	\$314.78	\$353.48
26	\$306.14	\$321.05	\$360.52
27	\$313.32	\$328.57	\$368.97
28	\$324.98	\$340.80	\$382.71
29	\$334.55	\$350.83	\$393.97
30	\$339.33	\$355.85	\$399.60
31	\$346.51	\$363.37	\$408.05
32	\$353.68	\$370.90	\$416.50
33	\$358.17	\$375.60	\$421.79
34	\$362.95	\$380.61	\$427.42
35	\$365.34	\$383.12	\$430.24
36	\$367.73	\$385.63	\$433.05
37	\$370.12	\$388.14	\$435.87
38	\$372.52	\$390.65	\$438.69
39	\$377.30	\$395.66	\$444.32
40	\$382.08	\$400.68	\$449.95
41	\$389.26	\$408.20	\$458.40
42	\$396.13	\$415.42	\$466.50
43	\$405.70	\$425.45	\$477.77
44	\$417.66	\$437.99	\$491.85
45	\$431.71	\$452.72	\$508.40
46	\$448.45	\$470.28	\$528.11
47	\$467.29	\$490.03	\$550.29
48	\$488.82	\$512.61	\$575.64
49	\$510.04	\$534.87	\$600.64
50	\$533.96	\$559.95	\$628.81
51	\$557.58	\$584.72	\$656.62
52	\$583.59	\$611.99	\$687.25
53	\$609.90	\$639.58	\$718.23
54	\$638.30	\$669.37	\$751.68
55	\$666.70	\$699.15	\$785.13
56	\$697.50	\$731.44	\$821.39
57	\$728.59	\$764.05	\$858.01
58	\$761.77	\$798.85	\$897.09
59	\$778.22	\$816.10	\$916.45
60	\$811.40	\$850.90	\$955.53
61	\$840.10	\$880.99	\$989.33
62	\$858.94	\$900.75	\$1,011.51
63	\$882.56	\$925.51	\$1,039.32
64	\$896.91	\$940.56	\$1,056.21
65+	\$896.91	\$940.56	\$1,056.21

EnhancedBlueSM 3000

AGE	Wellmark Blue HMO Network provides statewide provider access. Wellmark Health Plan of Iowa, Inc. HMO	Wellmark Blue POS Network combines the state-based HMO with access to out-of-network coverage. Wellmark Health Plan of Iowa, Inc. POS	Wellmark Blue PPO Network Offers national care through BlueCard Wellmark Blue Cross and Blue Shield of Iowa. PPO
0-14	\$247.14	\$259.90	\$291.06
15	\$269.11	\$283.00	\$316.94
16	\$277.51	\$291.83	\$326.83
17	\$285.91	\$300.67	\$336.72
18	\$294.95	\$310.18	\$347.37
19	\$304.00	\$319.69	\$358.03
20	\$313.37	\$329.54	\$369.06
21	\$323.06	\$339.74	\$380.48
22	\$323.06	\$339.74	\$380.48
23	\$323.06	\$339.74	\$380.48
24	\$323.06	\$339.74	\$380.48
25	\$324.35	\$341.10	\$382.00
26	\$330.81	\$347.89	\$389.61
27	\$338.57	\$356.04	\$398.74
28	\$351.16	\$369.29	\$413.58
29	\$361.50	\$380.17	\$425.75
30	\$366.67	\$385.60	\$431.84
31	\$374.42	\$393.75	\$440.97
32	\$382.18	\$401.91	\$450.10
33	\$387.02	\$407.00	\$455.81
34	\$392.19	\$412.44	\$461.90
35	\$394.78	\$415.16	\$464.94
36	\$397.36	\$417.88	\$467.98
37	\$399.95	\$420.59	\$471.03
38	\$402.53	\$423.31	\$474.07
39	\$407.70	\$428.75	\$480.16
40	\$412.87	\$434.18	\$486.25
41	\$420.62	\$442.34	\$495.38
42	\$428.05	\$450.15	\$504.13
43	\$438.39	\$461.02	\$516.30
44	\$451.31	\$474.61	\$531.52
45	\$466.50	\$490.58	\$549.41
46	\$484.59	\$509.61	\$570.71
47	\$504.94	\$531.01	\$594.68
48	\$528.20	\$555.47	\$622.08
49	\$551.14	\$579.59	\$649.09
50	\$576.98	\$606.77	\$679.53
51	\$602.50	\$633.61	\$709.59
52	\$630.61	\$663.17	\$742.69
53	\$659.04	\$693.06	\$776.17
54	\$689.73	\$725.34	\$812.31
55	\$720.42	\$757.61	\$848.46
56	\$753.70	\$792.61	\$887.65
57	\$787.29	\$827.94	\$927.22
58	\$823.15	\$865.65	\$969.45
59	\$840.92	\$884.33	\$990.38
60	\$876.78	\$922.05	\$1,032.61
61	\$907.79	\$954.66	\$1,069.14
62	\$928.15	\$976.06	\$1,093.11
63	\$953.67	\$1,002.90	\$1,123.16
64	\$969.18	\$1,019.21	\$1,141.43
65+	\$969.18	\$1,019.21	\$1,141.43

EnhancedBlueSM 2000

AGE	Wellmark Blue POS Network combines the state-based HMO with access to out-of-network coverage. Wellmark Health Plan of Iowa, Inc. POS	Wellmark Blue PPO Network Offers national care through BlueCard Wellmark Blue Cross and Blue Shield of Iowa. PPO
0-14	\$285.40	\$319.27
15	\$310.77	\$347.65
16	\$320.47	\$358.50
17	\$330.17	\$369.35
18	\$340.62	\$381.04
19	\$351.06	\$392.72
20	\$361.88	\$404.82
21	\$373.07	\$417.34
22	\$373.07	\$417.34
23	\$373.07	\$417.34
24	\$373.07	\$417.34
25	\$374.57	\$419.01
26	\$382.03	\$427.36
27	\$390.98	\$437.38
28	\$405.53	\$453.65
29	\$417.47	\$467.01
30	\$423.44	\$473.69
31	\$432.39	\$483.70
32	\$441.35	\$493.72
33	\$446.94	\$499.98
34	\$452.91	\$506.66
35	\$455.90	\$510.00
36	\$458.88	\$513.33
37	\$461.87	\$516.67
38	\$464.85	\$520.01
39	\$470.82	\$526.69
40	\$476.79	\$533.37
41	\$485.74	\$543.38
42	\$494.32	\$552.98
43	\$506.26	\$566.34
44	\$521.18	\$583.03
45	\$538.72	\$602.65
46	\$559.61	\$626.02
47	\$583.12	\$652.31
48	\$609.98	\$682.36
49	\$636.46	\$711.99
50	\$666.31	\$745.38
51	\$695.78	\$778.35
52	\$728.24	\$814.66
53	\$761.07	\$851.38
54	\$796.51	\$891.03
55	\$831.96	\$930.68
56	\$870.38	\$973.67
57	\$909.18	\$1,017.07
58	\$950.59	\$1,063.39
59	\$971.11	\$1,086.35
60	\$1,012.52	\$1,132.67
61	\$1,048.34	\$1,172.74
62	\$1,071.84	\$1,199.03
63	\$1,101.32	\$1,232.00
64	\$1,119.21	\$1,252.02
65+	\$1,119.21	\$1,252.02

ALTERNATE HEALTH PLAN DETAILED RATES - CONTINUED

Group Name: CITY OF ELK RUN HEIGHTS

Group Number: 00049074

Renewal Effective Date: December 1, 2021



Wellmark Blue Cross and Blue Shield of Iowa, and Wellmark Blue Cross and Blue Shield of South Dakota are independent licensees of the Blue Cross and Blue Shield Association.

myBlue HDHP SM Bronze			
AGE	Wellmark Blue HMO Network provides statewide provider access. Wellmark Health Plan of Iowa, Inc. HMO	Wellmark Blue POS Network combines the state-based HMO with access to out-of-network coverage. Wellmark Health Plan of Iowa, Inc. POS	Wellmark Blue PPO Network Offers national care through BlueCard Wellmark Blue Cross and Blue Shield of Iowa. PPO
0-14	\$178.49	\$186.92	\$210.04
15	\$194.36	\$203.53	\$228.71
16	\$200.43	\$209.88	\$235.85
17	\$206.49	\$216.24	\$242.99
18	\$213.03	\$223.08	\$250.68
19	\$219.56	\$229.92	\$258.36
20	\$226.32	\$237.00	\$266.33
21	\$233.32	\$244.33	\$274.56
22	\$233.32	\$244.33	\$274.56
23	\$233.32	\$244.33	\$274.56
24	\$233.32	\$244.33	\$274.56
25	\$234.26	\$245.31	\$275.66
26	\$238.92	\$250.20	\$281.15
27	\$244.52	\$256.06	\$287.74
28	\$253.62	\$265.59	\$298.45
29	\$261.09	\$273.41	\$307.24
30	\$264.82	\$277.32	\$311.63
31	\$270.42	\$283.18	\$318.22
32	\$276.02	\$289.05	\$324.81
33	\$279.52	\$292.71	\$328.93
34	\$283.26	\$296.62	\$333.32
35	\$285.12	\$298.58	\$335.52
36	\$286.99	\$300.53	\$337.71
37	\$288.86	\$302.49	\$339.91
38	\$290.72	\$304.44	\$342.11
39	\$294.46	\$308.35	\$346.50
40	\$298.19	\$312.26	\$350.89
41	\$303.79	\$318.12	\$357.48
42	\$309.15	\$323.74	\$363.80
43	\$316.62	\$331.56	\$372.58
44	\$325.95	\$341.33	\$383.56
45	\$336.92	\$352.82	\$396.47
46	\$349.99	\$366.50	\$411.84
47	\$364.69	\$381.89	\$429.14
48	\$381.49	\$399.49	\$448.91
49	\$398.05	\$416.83	\$468.40
50	\$416.72	\$436.38	\$490.37
51	\$435.15	\$455.68	\$512.06
52	\$455.45	\$476.94	\$535.95
53	\$475.98	\$498.44	\$560.11
54	\$498.15	\$521.65	\$586.19
55	\$520.31	\$544.87	\$612.28
56	\$544.35	\$570.03	\$640.56
57	\$568.61	\$595.44	\$669.11
58	\$594.51	\$622.56	\$699.59
59	\$607.34	\$636.00	\$714.69
60	\$633.24	\$663.12	\$745.16
61	\$655.64	\$686.58	\$771.52
62	\$670.34	\$701.97	\$788.82
63	\$688.77	\$721.27	\$810.51
64	\$699.96	\$732.99	\$823.68
65+	\$699.96	\$732.99	\$823.68

myBlue HDHP SM Silver			
AGE	Wellmark Blue HMO Network provides statewide provider access. Wellmark Health Plan of Iowa, Inc. HMO	Wellmark Blue POS Network combines the state-based HMO with access to out-of-network coverage. Wellmark Health Plan of Iowa, Inc. POS	Wellmark Blue PPO Network Offers national care through BlueCard Wellmark Blue Cross and Blue Shield of Iowa. PPO
0-14	\$211.54	\$222.23	\$249.14
15	\$230.35	\$241.98	\$271.29
16	\$237.54	\$249.53	\$279.76
17	\$244.73	\$257.08	\$288.22
18	\$252.47	\$265.22	\$297.34
19	\$260.21	\$273.35	\$306.46
20	\$268.23	\$281.78	\$315.91
21	\$276.53	\$290.49	\$325.68
22	\$276.53	\$290.49	\$325.68
23	\$276.53	\$290.49	\$325.68
24	\$276.53	\$290.49	\$325.68
25	\$277.63	\$291.65	\$326.98
26	\$283.16	\$297.46	\$333.49
27	\$289.80	\$304.43	\$341.31
28	\$300.58	\$315.76	\$354.01
29	\$309.43	\$325.06	\$364.43
30	\$313.86	\$329.71	\$369.64
31	\$320.49	\$336.68	\$377.46
32	\$327.13	\$343.65	\$385.27
33	\$331.28	\$348.01	\$390.16
34	\$335.70	\$352.66	\$395.37
35	\$337.92	\$354.98	\$397.98
36	\$340.13	\$357.30	\$400.58
37	\$342.34	\$359.63	\$403.19
38	\$344.55	\$361.95	\$405.79
39	\$348.98	\$366.60	\$411.00
40	\$353.40	\$371.25	\$416.21
41	\$360.04	\$378.22	\$424.03
42	\$366.40	\$384.90	\$431.52
43	\$375.25	\$394.20	\$441.94
44	\$386.31	\$405.82	\$454.97
45	\$399.30	\$419.47	\$470.28
46	\$414.79	\$435.74	\$488.51
47	\$432.21	\$454.04	\$509.03
48	\$452.12	\$474.95	\$532.48
49	\$471.75	\$495.58	\$555.60
50	\$493.88	\$518.82	\$581.66
51	\$515.72	\$541.77	\$607.39
52	\$539.78	\$567.04	\$635.72
53	\$564.11	\$592.60	\$664.38
54	\$590.38	\$620.20	\$695.32
55	\$616.65	\$647.79	\$726.26
56	\$645.14	\$677.72	\$759.80
57	\$673.89	\$707.93	\$793.67
58	\$704.59	\$740.17	\$829.82
59	\$719.80	\$756.15	\$847.74
60	\$750.49	\$788.39	\$883.89
61	\$777.04	\$816.28	\$915.15
62	\$794.46	\$834.58	\$935.67
63	\$816.31	\$857.53	\$961.40
64	\$829.58	\$871.47	\$977.03
65+	\$829.58	\$871.47	\$977.03

Premium rates shown are subject to change based on enrollment and plan selection. Wellmark Blue Cross and Blue Shield of Iowa, Wellmark Health Plan of Iowa, Inc. and Wellmark Value Health Plan, Inc are independent licensees of the Blue Cross and Blue Shield Association.

RENEWING DENTAL PLAN SUMMARY

Group Name: CITY OF ELK RUN HEIGHTS
 Group Number: 00049074
 Renewal Effective Date: December 1, 2021

Blue DentalSM 2000 with Orthodontia

NETWORK

Blue Dental

EMPLOYER MONTHLY PREMIUM

\$216.18

MONTHLY MEMBER PREMIUM

\$30.11 **AGE <19** | **AGE >19** \$38.99

BENEFIT YEAR MAX

\$2,000

BENEFIT YEAR DEDUCTIBLE

Individual / Family per year

\$25 Single \$75 Family

SERVICES

Member pays

Diagnostic & preventative:	100%
Basic restorative:	80%
Major restorative:	50%
Orthodontics:	50%

ORTHODONTIA MAX

\$2,000

Benefits are subject to the terms, limitations and exclusions of the Policy and Certificate of Coverage. This proposal includes a general summary of benefits for each coverage option and is not an offer of coverage. For a complete description of possible health care coverage, restrictions, limitations and exclusions that apply, please contact your Wellmark representative.

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ALTERNATE DENTAL PLAN SUMMARY

Group Name: CITY OF ELK RUN HEIGHTS
 Group Number: 00049074
 Renewal Effective Date: December 1, 2021

Blue DentalSM 1500

NETWORK
Blue Dental

EMPLOYER MONTHLY PREMIUM
\$143.68

MONTHLY MEMBER PREMIUM

\$17.64 **AGE <19** | **AGE >19** \$27.10

BENEFIT YEAR MAX
\$1,500

BENEFIT YEAR DEDUCTIBLE
Individual / Family per year
\$25 Single \$75 Family

SERVICES
Member pays

Diagnostic & preventative:	80%
Basic restorative:	50%
Major restorative:	50%
Orthodontics:	N/A

ORTHODONTIA MAX
N/A

Blue DentalSM 2000

NETWORK
Blue Dental

EMPLOYER MONTHLY PREMIUM
\$209.66

MONTHLY MEMBER PREMIUM

\$26.85 **AGE <19** | **AGE >19** \$38.99

BENEFIT YEAR MAX
\$2,000

BENEFIT YEAR DEDUCTIBLE
Individual / Family per year
\$25 Single \$75 Family

SERVICES
Member pays

Diagnostic & preventative:	100%
Basic restorative:	80%
Major restorative:	50%
Orthodontics:	N/A

ORTHODONTIA MAX
N/A

Blue DentalSM 1500 with Orthodontia

NETWORK
Blue Dental

EMPLOYER MONTHLY PREMIUM
\$146.88

MONTHLY MEMBER PREMIUM

\$19.24 **AGE <19** | **AGE >19** \$27.10

BENEFIT YEAR MAX
\$1,500

BENEFIT YEAR DEDUCTIBLE
Individual / Family per year
\$25 Single \$75 Family

SERVICES
Member pays

Diagnostic & preventative:	80%
Basic restorative:	50%
Major restorative:	50%
Orthodontics:	50%

ORTHODONTIA MAX
\$1,000

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ALTERNATE VISION PLAN SUMMARY

Group Name: CITY OF ELK RUN HEIGHTS
 Group Number: 00049074
 Renewal Effective Date: December 1, 2021

Adult Buy-Up 150

Adult Buy-Up 150

MONTHLY MEMBER PREMIUM

\$12.78

\$51.12

FRAME

\$150 retail allowance, Covered once every 24 months and after materials copay
 Out-of-network: up to \$50 allowance

DIAGNOSTIC EYE EXAM

In-network: \$10 Copay, Every 12 Months
 Out-of-network: up to \$35 allowance
 Every 12 months

MATERIALS COPAY

\$10

STANDARD PLASTIC LENSES

One pair covered in full after materials copay, every 12 months: single vision, lined bifocal, lined trifocal and lenticular
 Progressive: Level 1 \$75 Copay, Level 2 \$110 Copay, All other progressives \$50 allowance + 20% discount
 Specialty: Transitions \$70/\$80 Copay, polarized lens \$75 Copay, PGX/PBX \$40 Copay, other lens options up to 20% off
 Out-of-network: Standard plastic lenses up to \$25 allowance, lined bifocal up to \$40 allowance, lined trifocal up to \$50 allowance, lenticular up to \$80 allowance, progressives up to \$40 allowance

CONTACT LENSES

Covered up to allowance, every 12 months, in lieu of eyeglasses
 Conventional or disposable: \$150 allowance in-network, up to \$128 out-of-network
 Medically necessary: Covered in full
 Out-of-network: Conventional or disposable up to \$128 allowance, medically necessary up to \$250 allowance

LENS OPTIONS

Covered in full polycarbonate (single vision/multi-focus), out-of-network up to \$10, Covered in full scratch-resistant coating, out-of-network up to \$5, Covered in full UV coating, out-of-network up to \$6, Covered in full standard anti-reflective coating, out-of-network up to \$24, Polarized Lens: \$75 in-network copay, PGX/PBX: \$40 in-network copay, Other lens options: 20% discount

Adult Buy-Up 80

Adult Buy-Up 80

MONTHLY MEMBER PREMIUM

\$7.18

\$28.72

FRAME

\$80 retail allowance, Covered once every 24 months and after materials copay
 Out-of-network: up to \$25 allowance

DIAGNOSTIC EYE EXAM

In-network: \$10 Copay, Every 12 Months
 Out-of-network: up to \$35 allowance
 Every 12 months

MATERIALS COPAY

\$25

STANDARD PLASTIC LENSES

One pair covered in full after materials copay, every 12 months: single vision, lined bifocal, lined trifocal and lenticular
 Progressive: \$50 retail allowance, plus 20% off
 Specialty: Corresponding standard lens reimbursement, plus 20% off
 Out-of-network: Standard plastic lenses up to \$25 allowance, lined bifocal up to \$40 allowance, lined trifocal up to \$50 allowance, lenticular up to \$80 allowance, progressives up to \$40 allowance

CONTACT LENSES

Covered up to allowance, every 12 months, in lieu of eyeglasses
 Conventional or disposable: \$110 allowance
 Medically necessary: Covered in full
 Out-of-network: Conventional or disposable up to \$80 allowance, medically necessary up to \$250 allowance

LENS OPTIONS

Up to 20 percent off Usual, Customary and Reasonable polycarbonate, scratch-resistant coating, tint and UV protective coating



Wellmark Blue Cross and Blue Shield of Iowa, and Wellmark Blue Cross and Blue Shield of South Dakota are independent licensees of the Blue Cross and Blue Shield Association.

DETAILED GROUP CENSUS — HEALTH PREMIUM AND FEES

Group Name: CITY OF ELK RUN HEIGHTS

Group Number: 00049074

Renewal Effective Date: December 1, 2021

Based on the number of employees currently enrolled in a health plan, you will be able to select up to two (2) health plans for your renewal period beginning 12/01/2021.

Name	Relationship	Age	Current Plan Name	Current Plan Rate	Renewing Plan Name	Renewing Plan Rate
JULIE EASTMAN	Employee	44	EnhancedBlue SM 2000 HMO	\$523.41	EnhancedBlue SM 2000 HMO	\$494.43
CONOR EASTMAN	Dependent	16	Waived	\$0.00	Waived	\$0.00
CAMERON EASTMAN	Dependent	14	Waived	\$0.00	Waived	\$0.00
Sub Total	-	-	-	\$523.41	-	\$494.43
WADE JACOBS	Employee	53	EnhancedBlue SM 2000 HMO	\$752.91	EnhancedBlue SM 2000 HMO	\$722.00
NANCY JACOBS	Spouse	51	EnhancedBlue SM 2000 HMO	\$688.88	EnhancedBlue SM 2000 HMO	\$660.07
Sub Total	-	-	-	\$1,441.79	-	\$1,382.07
THOMAS JAMES	Employee	62	EnhancedBlue SM 2000 HMO	\$1,083.85	EnhancedBlue SM 2000 HMO	\$1,016.82
Sub Total	-	-	-	\$1,083.85	-	\$1,016.82
Total Monthly Health Premium¹ and Fees² Due				\$3,049.05	-	\$2,893.32

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1 Health premium for dependents 20 years or younger is capped at 3 oldest covered children.

2 Premium quoted for 2020 and after includes the Health Insurance (Provider) Fee (HIF) and Transitional Reinsurance Fee (TRF) as required by the Affordable Care Act.

Premium rates shown are subject to change based on enrollment and plan selection. Wellmark Blue Cross and Blue Shield of Iowa, Wellmark Health Plan of Iowa, Inc. and Wellmark Value Health Plan, Inc are independent licensees of the Blue Cross and Blue Shield Association.



Wellmark Blue Cross and Blue Shield of Iowa, and Wellmark Blue Cross and Blue Shield of South Dakota are independent licensees of the Blue Cross and Blue Shield Association.

DETAILED GROUP CENSUS — ANCILLARY PREMIUMS: BLUE DENTALSM

Group Name: CITY OF ELK RUN HEIGHTS

Group Number: 00049074

Renewal Effective Date: December 1, 2021.

Name	Relationship	Age	Current Plan Name	Current Plan Rate	Renewing Plan Name	Renewing Plan Rate
JULIE EASTMAN	Employee	44	Blue Dental Plan 3 SM	\$38.99	Blue Dental SM 2000 with Orthodontia	\$38.99
CONOR EASTMAN	Dependent	16	Blue Dental Plan 3 SM	\$30.11	Blue Dental SM 2000 with Orthodontia	\$30.11
CAMERON EASTMAN	Dependent	14	Blue Dental Plan 3 SM	\$30.11	Blue Dental SM 2000 with Orthodontia	\$30.11
Sub Total	-	-	-	\$99.21	-	\$99.21
WADE JACOBS	Employee	53	Blue Dental Plan 3 SM	\$38.99	Blue Dental SM 2000 with Orthodontia	\$38.99
NANCY JACOBS	Spouse	51	Blue Dental Plan 3 SM	\$38.99	Blue Dental SM 2000 with Orthodontia	\$38.99
Sub Total	-	-	-	\$77.98	-	\$77.98
THOMAS JAMES	Employee	62	Blue Dental Plan 3 SM	\$38.99	Blue Dental SM 2000 with Orthodontia	\$38.99
Sub Total	-	-	-	\$38.99	-	\$38.99
Total Monthly Blue DentalSM Premium				\$216.18	-	\$216.18

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Premium rates shown are subject to change based on enrollment and plan selection. Wellmark Blue Cross and Blue Shield of Iowa, Wellmark Health Plan of Iowa, Inc. and Wellmark Value Health Plan, Inc are independent licensees of the Blue Cross and Blue Shield Association.



COVERAGE CONFIDENCE

A guide to finding the right solutions for your business — by asking your agent the right questions

Consider the following as you discuss coverage options with your agent:

Use this guide as a starting point for discussions with your agent about which solutions are best for you and your employees.

Our broad networks, diverse plan types, specialty benefit offerings and market-leading tools provide real value and are why **8 in 10 Iowa small businesses** trust Wellmark Blue Cross and Blue Shield for their coverage.

Network type

Where do my employees live and work?

Discuss how a state, blended or national network could best meet their needs. No matter the network, your employees can access a large and flexible network of providers.



State-based

Wellmark Blue HMOSM

If your employees live and work in Iowa, state-based networks may be a good fit — and offer out-of-network coverage for emergencies. Our HMO offers care from 100 percent of hospitals and 98 percent of doctors in all 99 Iowa counties, plus the counties that border our state.¹



State + select national

Wellmark Blue POSSM

Point-of-Service (POS) offers pricing relief and in-state coverage like an HMO, but gives employees flexibility to self-refer and go out-of-network for major, unforeseen, complex conditions at higher costs.



National

Wellmark Blue PPOSM

A national network may fit employees who work or travel across the country on a regular basis. Our PPO offers access to 100 percent of hospitals and 98 percent of doctors in Iowa and 96 percent of hospitals and 95 percent of doctors across the United States.² That's 1.7 million unique, in-network health care providers.³

In general, **the more local the network, the less you and your employees pay.** All network options cover emergency and accidental injuries, even if they're out-of-network.

¹ Wellmark Blue Cross and Blue Shield network numbers as of May 2020.

² Consortium Network Compare Findings, June 2020.

³ Provider Data Repository, December 2018.

Plan type

What's best for me and my employees?

Our plan selections offer meaningful choice among tiers, deductibles, out-of-pocket maximums and benefits so you can pick the design that matters most to you and your employees.



BlueSimplicitySM

An innovative health plan that assigns fixed amounts your employees will pay based on the level of service received, giving them the security of **knowing how much a service or procedure will cost before they seek care.**



Traditional

The most familiar type of plan that offers predictable copays for common health care expenses, for other services deductibles and coinsurance may apply



Modified

Modified plans are similar to traditional plans, but **eliminate coinsurance entirely.**



High-deductible health plans

HDHPs are designed to **encourage employees to engage in their health care** and are compatible with a health savings account for added value.

Consider what type of plan and tier type might benefit your employees most **based on their age, services needed and financial situations.**

Specialty benefits

Should I include dental and vision benefits for my employees? How much should I contribute?

Specialty benefits are critical in helping attract and retain great employees. Discuss if and how you can provide these popular benefits without any additional cost to you.



Blue DentalSM

Regular preventive dental care keeps your employees' teeth healthy and can help prevent future problems while giving them peace of mind that cavities, oral surgery, root canals and even orthodontics are covered.

With Blue Dental, your employees can receive preventive and diagnostic care even if they've met their benefit maximum, while counting on reliable dental coverage from **more than 1,600 dentists across Iowa.**



Avësis Vision coverage

With 35 years of experience and access to **more than 98,000 vision providers nationally**, Avësis offers your employees comprehensive vision coverage, with two options to choose from that both include:

- Eye exams
- Frames
- Standard plastic lenses
- Contact lenses
- Lens options

Discounts are also available on non-covered services such as LASIK surgery, as well as additional eyeglasses, sunglasses, and lens options.



Amplifon Hearing Health CareTM

When your employees select vision coverage through Avësis, they **also get discounted hearing care services** through Amplifon Hearing Health CareTM as an added benefit.

Real value

What's all included in my coverage

Wellmark has built an **80-year reputation in Iowa** delivering real value to employers and employees. This includes:



Virtual visits

Coverage through Doctor On Demand[®] is included so employees **can virtually see a doctor on their schedule at a lower cost than an office visit.**



Blue Distinction[®] Centers

With Blue Distinction Centers, your employees get access to specialized care from facilities that are **recognized for delivering exceptional care and results.**



Market-leading employer tools

Employer Connection, Blue@WorkSM and News from BlueSM are available to **help administer your employee benefits and get insights** to keep employees happy and healthy.



Market-leading member tools and services

Your employees get easy-to-use tools, resources, and insights to **help them manage health care spending and live a healthier life — ultimately helping your bottom line.** These include:

- myWellmark[®]
- BeWell 24/7SM
- Blue365[®]
- BlueSM
- Advanced Care program
- Pregnancy Support program
- Rare Condition Management program
- Wellness Center



Talk to an agent



Wellmark agents know health insurance inside and out. Once they understand your basic needs, they'll go over different options to help you choose the right coverage.

If you're purchasing Wellmark group insurance for the first time, we'll need information about your business. **Talk to your agent about what documents are required, such as payroll reports or tax documentation.**

Don't have an agent?

Find one near you at [Wellmark.com/AgentFinder](https://www.wellmark.com/AgentFinder).

Find the right plans for your business



View our plans for 1–50 employees, create a benefits package that fits their unique needs and discover the value of being a Wellmark member.

Visit [Wellmark.com/SGIowaGuide](https://www.wellmark.com/SGIowaGuide).

Wellmark complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.

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注意：如果您说普通话，我们可免费为您提供语言协助服务。请拨打 800-524-9242 或（听障专线：888-781-4262）。

ACHTUNG: Wenn Sie deutsch sprechen, stehen Ihnen kostenlose sprachliche Assistenzdienste zur Verfügung. Rufnummer: 800-524-9242 oder (TTY: 888-781-4262).



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Avésis Vision is an independent vision insurance company that does not provide Wellmark Blue Cross and Blue Shield products and services. Avésis Vision is underwritten by Fidelity Security Life Insurance.

Hearing Discount Savings Plan provided by Amplifon Hearing Health CareTM. Amplifon Hearing Health Care is an independent company that does not provide Wellmark Blue Cross and Blue Shield products or services.

Doctor On Demand is a separate company providing an online telehealth solution for Wellmark members. Doctor On Demand[®] is a registered mark of Doctor On Demand, Inc.

EMPLOYER RENEWAL SUBMISSION PACKET

Group Name: CITY OF ELK RUN HEIGHTS
 Group Number: 00049074
 Renewal Effective Date: December 1, 2021



EMPLOYER HEALTH COVERAGE ELECTIONS

You can choose up to two (2) health plans to offer your employees. Please check the box under the desired network for the Health Plan(s) you wish to enroll in and return this form to your Wellmark Authorized Representative. The following premiums do not reflect future billed amounts. Instead, they show the maximum premium amount you might pay if all members enroll in a single plan.

HEALTH PLAN ELECTION

"C" Indicates renewing plan.

PLAN NAME	NETWORK & TOTAL MONTHLY PREMIUM		
	Wellmark Blue HMO Network provides statewide provider access.	Wellmark Blue POS Network combines the state-based HMO with access to out-of-network coverage.	Wellmark Blue PPO Network Offers national care through BlueCard
BlueSimplicity SM Silver	<input type="checkbox"/> \$2,866.98	<input type="checkbox"/> \$3,003.91	<input type="checkbox"/> \$3,375.58
BlueSimplicity SM Gold	<input type="checkbox"/> \$3,420.38	<input type="checkbox"/> \$3,596.91	<input type="checkbox"/> \$4,029.49
SimplyBlue SM Modified	<input type="checkbox"/> \$2,422.71	<input type="checkbox"/> \$2,535.31	<input type="checkbox"/> \$2,853.49
CompleteBlue SM Modified	<input type="checkbox"/> \$2,797.47	<input type="checkbox"/> \$2,934.03	<input type="checkbox"/> \$3,293.43
EnhancedBlue SM Modified	<input type="checkbox"/> \$3,280.59	<input type="checkbox"/> \$3,453.38	<input type="checkbox"/> \$3,864.36
SimplyBlue SM 6000	<input type="checkbox"/> \$2,355.18	<input type="checkbox"/> \$2,460.42	<input type="checkbox"/> \$2,770.89
CompleteBlue SM 4000	<input type="checkbox"/> \$2,929.60	<input type="checkbox"/> \$3,072.19	<input type="checkbox"/> \$3,449.98
EnhancedBlue SM 3000	<input type="checkbox"/> \$3,165.65	<input type="checkbox"/> \$3,329.07	<input type="checkbox"/> \$3,728.28
EnhancedBlue SM 2000	<input type="checkbox"/> \$3,468.09 C	<input type="checkbox"/> \$3,655.74	<input type="checkbox"/> \$4,089.56
myBlue HDHP SM Bronze	<input type="checkbox"/> \$2,286.34	<input type="checkbox"/> \$2,394.22	<input type="checkbox"/> \$2,690.44
myBlue HDHP SM Silver	<input type="checkbox"/> \$2,709.68	<input type="checkbox"/> \$2,846.53	<input type="checkbox"/> \$3,191.31

EMPLOYER ANCILLARY COVERAGE ELECTIONS

You can choose one (1) Blue DentalSM Plan as well as an Avesis Vision Plan to offer your employees. Please check the box next to the Blue DentalSM and/or Avesis Vision Plans you wish to offer and return this form to your Wellmark Authorized Representative. The following premiums do not reflect future billed amounts. Instead, they show the maximum premium amount you might pay if all members enroll in a single plan.

BLUE DENTALSM PLAN ELECTION

"C" Indicates renewing plan.

PLAN NAME	TOTAL MONTHLY PREMIUM
Blue Dental SM 1500	<input type="checkbox"/> \$143.68
Blue Dental SM 2000	<input type="checkbox"/> \$209.66
Blue Dental SM 2000 with Orthodontia	<input type="checkbox"/> \$216.18 C
Blue Dental SM 1500 with Orthodontia	<input type="checkbox"/> \$146.88

AVESIS VISION PLAN ELECTION

"C" Indicates renewing plan.

PLAN NAME	TOTAL MONTHLY PREMIUM
Adult Buy-Up 150	<input type="checkbox"/> \$51.12
Adult Buy-Up 80	<input type="checkbox"/> \$28.72

Premium rates shown are subject to change based on enrollment and plan selection. Wellmark Blue Cross and Blue Shield of Iowa, Wellmark Health Plan of Iowa, Inc. and Wellmark Value Health Plan, Inc are independent licensees of the Blue Cross and Blue Shield Association.

Avesis Vision is an independent vision insurance company that does not provide Wellmark Blue Cross and Blue Shield products and services. Avesis Vision is underwritten by Fidelity Security Life Insurance Company, Kansas City, Missouri. Hearing Discount Savings Plan provided by Amplifon Hearing Health Care. Amplifon Hearing Health Care is an independent company that does not provide Wellmark Blue Cross and Blue Shield products or services.

MEDICARE SECONDARY PAYER (MSP)

Group Name: CITY OF ELK RUN HEIGHTS
 Group Number: 00049074
 Renewal Effective Date: December 1, 2021



Wellmark is a Responsible Reporting Entity (RRE) under federal law, and must report employer and employee information to the Centers for Medicare and Medicaid Services (CMS). The purpose of this reporting is to identify when CMS should pay secondary to an employer group health plan instead of primary. Failure to provide the information requested on this page can result in penalties being assessed to the group including but not limited to \$1,000 per day per member for not accurately reporting to CMS and/or an excise tax equivalent to 25% of the employers group health plan expenses for the relevant year.
 TAX ID: 426024866

MEDICARE SECONDARY PAYER (MSP) CONTACT INFORMATION

Confirm the MEDICARE SECONDARY PAYER contact information below:

FIRST NAME: _____ LAST NAME: _____
 EMAIL: _____ PHONE NUMBER: _____

MEDICARE SECONDARY PAYER QUESTIONS

<p>1. Did your organization make contributions on behalf of an employee who was covered under a <i>collectively bargained Health and Welfare Fund</i> (i.e., union plan) during the previous calendar year?</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p>2. Did you employ 20 or more employees for 20 or more calendar weeks during the previous or current calendar year? If no, in the event you experience a change, you must notify Wellmark when the change occurs.</p> <p>Note: An employer is considered to employ 20 or more employees for a particular week if the employer has at least 20 full-time or part-time employees on its employment rolls each working day of that week. This condition is met as long as the total number of individuals on the employer's rolls add up to at least 20, regardless of the number of employees who work or who are expected to report for work on a particular day.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p>3. Did you employ 100 or more employees during 50% of your business days during the previous calendar year?</p> <p>Note: An employer will be considered to employ 100 or more employees on a particular day if the employer has at least 100 full-time or part-time employees on their employment rolls on that day. This condition is met as long as the total number of individuals on the employer's rolls add up to at least 100, regardless of the number of employees who work or who are expected to report for work on that day.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p>4. Did your organization participate in a <i>multi or multiple employer group health plan</i> (more than one employer in a group i.e. Multiple Employer Welfare Association) during the previous calendar year? If yes, what is the name and address of the <i>multi or multiple employer plan</i>?</p> <p>NAME: _____ ADDRESS: _____ CITY: _____ STATE: ___ ZIP: _____</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p>5. Was your organization part of a commonly owned or commonly controlled group of organizations during the previous calendar year? If yes, what is the name and address of the <i>commonly owned/controlled entity</i>?</p> <p>NAME: _____ ADDRESS: _____ CITY: _____ STATE: ___ ZIP: _____</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p>6. Does the employer have any additional tax ID number used to report employee earnings to the IRS?</p>	



Wellmark Blue Cross and Blue Shield of Iowa, and Wellmark Blue Cross and Blue Shield of South Dakota are independent licensees of the Blue Cross and Blue Shield Association.

COBRA

Group Name: CITY OF ELK RUN HEIGHTS
Group Number: 00049074
Renewal Effective Date: December 1, 2021

COBRA ACCOUNT CONTACT

If updates need to be made to the COBRA contact please make them below:

FIRST NAME: _____ LAST NAME: _____

EMAIL: _____ PHONE NUMBER: _____

COBRA ELECTIONS

Did the employer group have at least 20 full-time employees during more than 50% of the previous calendar year?	-
If Yes, does the employer group want to continue their current Wellmark administered COBRA agreement?	-
If Yes, complete the attached COBRA Administrative Services Agreement.	-

SIGNATURE AND ATTESTATIONS

Group Name: CITY OF ELK RUN HEIGHTS
 Group Number: 00049074
 Renewal Effective Date: December 1, 2021

By signing below, and/or by payment of the required premiums for the plans selected herein, Employer agrees and certifies:

1. Employer has read and understands the information contained in this document, including the plan summaries, the premium rates shown, the differences in issuers, networks, premium rates and employee cost share between plans shown.
2. Employer has been provided with access to (a) the Summary Of Benefits and Coverage for each selected plan, (b) the provider network directory applicable to each selected plan, (c) the drug list or formulary applicable to each selected plan, and can access this information on Wellmark.com or by contacting an authorized Wellmark representative.
3. Employer agrees to pay the required premiums shown for the plans selected.
4. Employer will comply with all terms and provisions of the Group Insurance Policy issued, the benefit documents or coverage manuals provided to each enrollee, the COBRA administrative agreement, if applicable.
5. Employer will make coverage available to all eligible employees and their eligible dependents and will distribute information and documents to enrolled employees as needed.
6. Employer will maintain records and furnish to Wellmark any information required in connection with administration of the coverage.
7. Employer will pay Wellmark by the premium due date, the premiums on behalf of each member covered under the contract unless otherwise stated in any other financial agreement between the parties; submit applications of employees prior to their date of eligibility; keep all necessary records regarding membership; and assume responsibility for handling the COBRA and state mandated continuation process, if applicable.
8. Claims filed by or on behalf of members may at Wellmark's option be suspended if premiums are not timely received.
9. Employer may receive on behalf of members, certain notices delivered by Wellmark, and will immediately forward such notices to members at their last known address.
10. That in order for Wellmark to accept or decline this application for new or renewing group coverage, all the information requested must be completed. In the event the application or renewal package is not complete, Wellmark or its Agent is authorized to obtain the necessary information and to complete that information on this application or renewal package. The employer understands that the coverage issued by Wellmark may be different than the coverage selected herein. In that event Wellmark shall notify the employer of such differences and by payment of the appropriate premiums, the employer will accept the coverage as issued.
11. The premium rates calculated for the employer are contingent, based on the accuracy of the eligibility data submitted on the employees and covered dependents to Wellmark by the employer. Wellmark reserves the right to review such rates upon receipt of all individual applications for employer's employees and to modify the rates, if the enrollment information so warrants. Any misstatements on employees application may result in a material change to the group's coverage or premium rates as of the effective date of coverage.
12. Employer is responsible to ensure that employer's premium contribution strategy complies with all applicable laws and regulations relating to non-discrimination in employee benefits, including but not limited to the Age Discrimination in Employment Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and Internal Revenue Code Section 105(h). Wellmark will not be held liable for any penalties or losses resulting from employer's violation of these laws and regulations.
13. All employees applying for coverage or renewing coverage are employees of the employer and receive salary or wages documented on state and/or federal payroll reports, or self-employment wages documented on appropriate tax reporting forms. Each enrolled employee must be actively at work and satisfy any applicable eligibility waiting period.
14. The requested coverage is not in effect unless and until this application is approved by Wellmark, that approval of coverage is evidenced by issuing a Group Insurance Policy to the employer and an employee's coverage is not in effect until the employee applies and is approved for coverage by Wellmark.
15. This small group off-exchange product is not eligible for a premium tax credit.
16. Any Health Savings Account associated with a group sponsored health plan is a separate arrangement between the individual and a bank or other qualified institution. Applicant must be an eligible individual under IRS regulations to receive the HSA tax benefits.
17. The information contained in the Medicare Secondary Payer section is complete and accurate as of the date of the employer's signature below.
18. The employer has reviewed entire application or renewal package for group coverage and all information contained herein is true and complete to the best of the employer or authorized employer representative's knowledge and belief.
19. The employer authorizes the Wellmark independent Agent or producer identified in this application or renewal package to make enrollment or eligibility changes on behalf of the employer's group health plan, and employer will notify Wellmark if this authorization is revoked.

EMPLOYER REPRESENTATIVE SIGNATURE

SIGNATURE: _____

DATE: _____



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AGENT SIGNATURE AND ATTESTATIONS

Group Name: CITY OF ELK RUN HEIGHTS

Group Number: 00049074

Renewal Effective Date: December 1, 2021

By signing or submitting this application or renewal submission package, the producer identified certifies that:

1. I am a licensed insurance producer, and if applicable (for individual market and small group coverage) an appointed and authorized Wellmark representative.
2. Any information entered by me or my staff has been obtained directly from the employer and employees, and I have their express permission to submit the information to Wellmark.
3. I have not signed any forms or applications for an employer representative or individual applicant.
4. I am maintaining a record of each employee's signed application, enrollment form, or waiver at my office and will provide a copy to Wellmark upon request.
5. I am maintaining records of this transactions in compliance with applicable laws.
6. I have disclosed that I am an authorized representative of Wellmark, that I may receive compensation in the form of commission for assisting with the sale, enrollment, or renewal of Wellmark, insurance, and have complied with all applicable laws regarding any other forms of compensation related to my services.
7. No portion of any commissions received from Wellmark related to this transaction will be paid to an agent/producer or other individual not appointed or approved by Wellmark.

INDIVIDUAL AGENT/PRODUCER:

SIGNATURE: _____

DATE: _____

AGENCY: _____

GENERAL AGENCY: _____

EMPLOYEE RENEWAL ELECTION PACKET

Group Name: CITY OF ELK RUN HEIGHTS

Group Number: 00049074

Renewal Effective Date: December 1, 2021



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EMPLOYEE COVERAGE ELECTIONS

In the table below, indicate your group's elected plan(s) and network(s). An Employee may elect one (1) offered health, dental, and vision plan. Spouses and dependents can elect health, dental, or vision only if the employee does so. If multiple health plans are offered, spouses and dependents must enroll in the same health plan as the employee. Check the boxes indicating the health, dental, and vision plans elected for each individual and return this form to your Wellmark Authorized Representative.

Individual Information			Health Plan & Network Election(s)			Blue Dental SM Election	Avesis Election
Name	Relationship	Age	Plan Name 1 Network Name 1	Plan Name 2 Network Name 2	Plan Name 3 Network Name 3	Dental Plan	Vision Plan
JULIE EASTMAN	Employee	44	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CONOR EASTMAN	Dependent	16	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CAMERON EASTMAN	Dependent	14	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WADE JACOBS	Employee	53	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NANCY JACOBS	Spouse	51	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THOMAS JAMES	Employee	62	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Premium rates shown are subject to change based on enrollment and plan selection. Wellmark Blue Cross and Blue Shield of Iowa, Wellmark Health Plan of Iowa, Inc. and Wellmark Value Health Plan, Inc are independent licensees of the Blue Cross and Blue Shield Association.

Important: We're Continuing to Offer Your Group Health Coverage.

Dear CITY OF ELK RUN HEIGHTS,

Your group health insurance coverage is coming up for renewal. On **December 1, 2021, your group members will be automatically re-enrolled and can keep your group's current coverage.** Below are changes we'll be making to the plan and options to consider to possibly lower your costs or choose a new plan.

Changes we're making to your group's current coverage

- Premium – Your new premium starts in December. Your monthly premium will be \$2,893.32. This is an estimate based on current enrollment. This amount may change depending on the individuals who actually enroll in the EnhancedBlueSM 2000 plan. **Check to see if you have other options at: www.healthcare.gov**
- Any and all changes to covered benefits and cost-sharing requirements (such as copayments, coinsurance, and deductibles), under your group's current coverage, are described in the enclosed renewal information.
- Please note, additional changes impacting your renewal will be included in your amendment mailing.

This plan isn't being offered through the Small Business Health Options (SHOP) Marketplace. If you're eligible for a small business health care tax credit, you usually can get that credit only if you buy insurance through the SHOP Marketplace.

What if I want to change plans?

- You may be able to choose a new health plan, or offer your employees a choice of plans, through different insurance companies, through the SHOP Marketplace. If you have fewer than 25 full-time-equivalent employees, you might qualify for a small business health care tax credit if you buy insurance through the SHOP Marketplace.
- You can choose to buy a new health plan outside the SHOP Marketplace—directly from an insurance company or with the help of an agent or broker. But remember: If you're eligible for a small business health care tax credit, you usually can get that credit only if you buy a plan through the SHOP Marketplace.
- You generally can buy coverage any time. If group members enroll by the 15th of the month, coverage can begin on the 1st of the following month.

What else should I look at before deciding to keep or change my plan?

Call or visit the plan's website to check which doctors, other health care providers, and prescription medications are covered by the plan. This is an important step when choosing a plan that meets the needs of your group members.

Questions?

- Call Wellmark Customer Service on 1-800-990-1106 (7:30am to 5pm, Monday to Friday).
- Visit Consumer Assistance Information/HealthCare.gov or call 1-800-706-7893 (TTY: 1-800-706-7915) to learn more about the Health Insurance Marketplace.



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IOWA (ACA PLANS) COBRA Administrative Services Agreement (For use with account size 20-50)

The Account understands and agrees that in exchange for the following administrative fee and COBRA processing fees, Wellmark shall provide certain administrative services with respect to COBRA continued health coverage requirements for Wellmark-issued or administered products as described in this COBRA Administrative Services Agreement. Completion of this form comprises the complete contract for Wellmark's COBRA administration services for Account.

ACCOUNT LEGAL NAME: _____ TELEPHONE NUMBER: _____

ACCOUNT COBRA CONTACT PERSON: _____ EMAIL ADDRESS: () _____

AGREEMENT BEGIN DATE: ____/____/____ END DATE: ____/____/____

Administration and Billing: \$100 per COBRA participant at initial enrollment and each renewal thereafter (Minimum \$250).

A Please insert the appropriate information below. COBRA premium rate sheets are provided to the Account upon administration implementation for inclusion in COBRA enrollment materials.

COBRA Group #	Plan Name	Region	Renewal Quarter

B. The Account shall provide the following duties associated with COBRA continuation coverage:

1. Provide current and new employees and their covered spouses with general notice of the right to continuation of coverage as required by COBRA. Wellmark shall provide the Account with a general notice which may be used for distribution to current and new employees.
2. Provide COBRA qualified beneficiaries with a form for election of continuation coverage, along with appropriate rate sheet(s), at the time of all COBRA qualifying events. Wellmark shall provide the Account with an election form and related rate sheet(s) to be used for distribution to qualified beneficiaries. The Account shall complete the relevant portions of the election form before mailing the form (and appropriate rate sheet(s)) to qualified beneficiaries.
3. Inform COBRA qualified beneficiaries of any changes in Account's benefit plan by issuing appropriate benefit plan documents or amendments.
4. Upon the filing of bankruptcy under Chapter 11, the Account will send notification to insured retirees and their covered spouse/dependents advising of the right to continuation coverage (if any) under appropriate COBRA regulation.

The parties agree that the Account remains Plan Administrator and Plan Fiduciary.

C. Wellmark shall provide Account with the following administrative services to assist Account in complying with the requirements of COBRA:

1. Wellmark shall directly bill, or withdraw from a designated checking or savings account, the monthly premium from any COBRA qualified beneficiary who elects continuation coverage.
2. If a second qualifying event occurs while a COBRA qualified beneficiary has elected continuation coverage (for example, terminated employee on continuation coverage dies, not all-inclusive), and Account or a COBRA qualified beneficiary notifies Wellmark of such event, Wellmark will send notification and election forms to the qualified beneficiaries. Wellmark recognizes Medicare entitlement as a second qualifying event.
3. During the 180-day period prior to the termination of the COBRA qualified beneficiaries' continuation coverage period, Wellmark will notify COBRA qualified beneficiaries of their right to purchase alternative coverage, if available, when COBRA continuation coverage ends.
4. Notify COBRA qualified beneficiaries of termination of their coverage at the end of their duration, or earlier upon their failure to pay premiums or upon Wellmark being properly notified that another event allowing early termination of coverage has occurred.
5. Notify COBRA qualified beneficiaries of any rate changes.
6. Wellmark shall provide customer service weekdays between 8:00 a.m. and 4:00 p.m., not including holidays. This service shall include answering questions, about continuation and the requirements of the COBRA law.

Notwithstanding the foregoing, Wellmark shall not provide any administrative services with respect to the application of Alternative Continuation (COBRA like) coverage provided pursuant to Iowa Code Section 509A.13, or any successor provision (i.e., continuation of coverage for early retirees until age 65). The Account shall be fully responsible for the application of, administration of and compliance with Alternative Continuation coverage with respect to any coverage provided pursuant to Iowa Code Section 509A.13, or any successor provision.

If a qualified beneficiary is determined under Title II or XVI of the Social Security Act (42 U.S.C. §§ 401-433 or 1381-1385) to have been disabled prior to or within the first 60 days of COBRA continuation coverage, such qualified beneficiary may qualify for an extension that expands the otherwise applicable 18-month COBRA period to 29 months from the termination or reduction in hours of employment. To qualify for the extension, the qualified beneficiary must provide notice to the Account or to Wellmark of the disability determination before the end of the original 18-month maximum COBRA coverage period that applies to the qualifying event and must not be determined to be no longer disabled at any time between the date of disability determination and the first day of COBRA continuation coverage.

D. Open/Annual Enrollment

If Account provides an open/annual enrollment period at renewal for employees to reselect benefits and/or add eligible dependents, COBRA qualified beneficiaries must also be offered with the same option(s).

Please answer the following questions:

Do you offer annual/open enrollment at renewal?

Yes No

If "no" is indicated, Wellmark will notify COBRA qualified beneficiaries of any rate changes.

If "yes" is indicated, would you like Wellmark to notify your COBRA qualified beneficiaries of these option(s)?

Yes No

If "yes" is indicated, Wellmark must receive complete renewal paperwork by the 10th of the month prior to the Account's renewal month.

If "no" is indicated or if complete renewal paperwork is received by Wellmark after the 10th of the month prior to the Account's renewal month, the Account will be required to notify COBRA qualified beneficiaries of open/annual enrollment offering(s). Please note that COBRA qualified beneficiaries must receive such offerings prior to the effective date of the premium rate increase or coverage change. Upon request, Wellmark will provide information to the Account regarding current COBRA qualified beneficiaries.

If Account offers open/annual enrollment at a time other than renewal, it is the Account's responsibility to provide such offering to current COBRA qualified beneficiaries.

E. Relationship of Parties

This Agreement between Wellmark and Account does not create any legal relationship between Wellmark and Account's employees. This is an independent service agreement with Wellmark acting in the capacity of an independent contractor. There is no partnership or employer/employee relationship between Wellmark and Account. Wellmark does not, pursuant to this Agreement, assume any responsibility for the acts, omissions or breaches of duty of Account except for such duties as are herein expressly assumed by Wellmark. Wellmark shall not be deemed a fiduciary under any employee welfare benefit plan of employer. Wellmark is not providing Account with legal advice or guidance regarding its responsibilities or compliance obligations under COBRA.

F. Indemnification

Account agrees to indemnify Wellmark and to hold Wellmark fully protected and harmless for all damages and causes of action of whatsoever kind, including attorney's fees, cost of defense and penalties of all variety occasioned by Wellmark's undertaking of this COBRA Administrative Services Agreement, except for any damages directly and exclusively related to any acts, errors, or omissions, by Wellmark in performance of the administrative services described in Section C of this Agreement.

By my signature, I hereby certify that this Account had at least 20 full-time equivalent employees during more than 50% of the previous calendar year, as required by COBRA regulations.

ACCOUNT By: _____

Print Name: _____

Title: _____

Date: ____/____/____

VIRTUAL VISIT FAQ

This FAQ can help employers answer questions from employees about their virtual visit benefit through Doctor On Demand®.

ABOUT DOCTOR ON DEMAND (DOD)

Q1. What DOD services does Wellmark® Blue Cross® and Blue Shield® cover?

The following are examples of conditions that are ideal for using a virtual visit consultation:

- Cold and flu
- Sore throats
- Headache
- Sinus infections
- Bronchitis
- Allergies
- Pink eye
- Mental health*
- Urinary tract infections
- Fever
- Skin conditions

*Some groups may have chosen not to cover mental health services. Mental health coverage includes psychiatry services and medication management along with treatment for psychological conditions, emotional issues and chemical dependency. For more information, call Wellmark with the number on the back of your ID card.

Q2. What qualifies as a “virtual visit?”

Due to legislative and clinical regulations, a virtual doctor visit requires *both* video and voice.

Q3: What is the average wait time for a visit?

The average wait time for a DOD virtual visit is less than five minutes.

Q4: What is the average length of a virtual visit?

The average session time is 10 minutes.

Q5: Can a member schedule a DOD call?

Yes. Members can request a DOD urgent care or pediatric appointment in which the physician calls them at the designated time. All DOD mental health visits are scheduled.

Q6: Can a member cancel a DOD call?

Yes. DOD allows members to cancel a medical visit free of charge up to the time of the appointment. If a member misses a scheduled medical visit they are charged \$30. A member pays the full price of a mental health visit if they don't cancel within 24 hours.

In order to reduce the number of missed or late canceled visit, DOD sends a reminder email 48 hours in advance to the member.

Q7: How can I contact DOD for support or customer service?

DOD customer support is available 24/7 for the following support questions:

- General health questions
- Technical support
- Prescriptions
- Billing
- Eligibility
- Records/forms

Email: support@doctorondemand.com

Phone: 1-800-997-6196

Q8: Should members call into Wellmark Customer Service or does DOD provide customer support?

Members in need of DOD customer support should call the DOD customer support services. If appropriate, DOD can also connect the member to their treating physician for a follow-up telephone call.

Email: support@doctorondemand.com

Phone: 1-800-997-6196

If members need more information to understand how their virtual visit will work with their Wellmark benefits, the member should call Wellmark customer service.

Q9: What is included in the DOD 24/7 patient line?

DOD is available for patient consultation 24/7/365.

- **Phone calls** — 80 percent answered within 30 seconds
- **Email** — typically answered within two hours
- **Chats** — typically answered within 30 seconds
- **Facebook/Twitter** — typically addressed within two hours

Q10: How far in advance can a member schedule a visit with DOD for medical and mental health appointments?

Medical appointments can be on-demand, or scheduled days or weeks in advance. If a member has a provider preference, it may take more than one day to accommodate the scheduling process. Members can always elect to see the next available physician if scheduling conflicts interfere with seeing the preferred provider.

Mental health visits require advanced scheduling.

Q11: Are virtual visit services available in all 50 states?

Yes. Virtual visit medical, urgent care services, and mental health services are available in all states.

Q12: Can a member get a doctor note for work?

Yes. The member needs to ask the provider when they are on the call or the member must call or email the DOD 24/7 customer service line to request a note. The note is uploaded to the member's DOD account and they also receive an email that the note is available to download and print.

TECHNOLOGY

Q13: How do members access the service option to select a preferred pharmacy where prescribed medications will be filled?

Members can access the service through the DOD mobile application. Upon creating an account, members enter basic personal information and have the option to select preferred pharmacy where prescribed medications will be filled.

- Download the Doctor On Demand app or visit DoctorOnDemand.com.
- Have your Wellmark member ID card ready. Members will be asked to input their Wellmark ID number, including the three character prefix.
- Create an account or sign in.

Q14: What are the digital requirements for using the DOD app or website?

The DOD app is compatible with iOS® and Android® operating systems. The DOD website is compatible in all web browsers except Internet Explorer.

Q15: Does myWellmark® work with DOD for single sign-on capabilities?

No. Wellmark always considers the member experience, and sometimes that means bypassing our own digital properties, such as myWellmark. The most streamlined process for connecting to Doctor On Demand is through the mobile app, especially when seeing a doctor. In the future, we may reconsider this or other avenues for accessing the service as technical considerations allow.

Q16: How does DOD know where the member is located?

A Global Positioning System (GPS) must be enabled within the mobile application to support the provider assignment based on required licenses. The provider has to be licensed where the member is located at the time of the virtual visit call, not where the member lives. If a prescription is needed, the physician can find pharmacies located near the patient's GPS location for convenient pick-up.

Q17: If members are interested in purchasing supplemental technology devices to improve their virtual visit results, where can these devices be purchased?

Devices can be purchased online or at Best Buy®.

Q18: If 4G access is unavailable for optimal use, are there significant issues with a lesser service?

At this time, DOD has not seen issues with less -sufficient mobile networks.

COST

Q19: Will a member have an additional copay if the medical visit lasts longer than 15 minutes?

No. Most Doctor On Demand visits last less than 15 minutes. If it appears more time will be needed, the call may be extended. Whether the doctor simply needs a few minutes to wrap up, or determines that an additional 15-minute segment is necessary, the extension will be provided to Wellmark members at no additional cost. All sessions with a psychologist are scheduled as next-day appointments with rates of \$82 for a 25-minute session, \$108 for a 45-minute session, or \$140 for a 50-minute session. All psychiatric diagnostic evaluation and medical services are \$197, while office or other outpatient visit/Medication Management is \$116.

Q20: If during the virtual visit, the doctor determines that they can NOT assist the member (due to the condition needing treated, etc.) is the member still charged for the virtual visit?

Yes. The member would be charged for the virtual visit even if the doctor has not completed a diagnosis.

Q21: How do members pay for services?

DOD accepts major credit cards, as well as health savings account (HSA) or flexible spending account (FSA) payments, as long as the card has a VISA or MasterCard logo. To request a receipt, the member should contact Doctor On Demand customer service at 800-997-6196 or support@doctorondemand.com. After the receipt has been uploaded to the member's account, he or she will be notified via e-mail that the receipt is available for download.

VIRTUAL VISIT TREATMENT

Q22: Can members get a prescription written during a DOD virtual visit?

Yes. DOD physicians are allowed to prescribe:

- Short-term medications
- Antibiotics
- Antivirals
- Allergy medicine
- Skin creams and ointments
- Refills for diabetes, hypertension, birth control, etc.
- Over-the-counter medications

Q23: If a prescription is needed, where is it sent?

DOD providers send prescriptions to the pharmacy of choice, which the member can select upon signing up for the service.

Q24: The DOD application shows pregnancy and newborns as a specific virtual visit option. Even though these services are not covered by Wellmark, can a member still use them?

Yes. Members can use these services but will be responsible for paying the full cost.

Q25: What is covered under DOD's pregnancy and newborn services?

Under the pregnancy and newborn services, DOD offers lactation support and postpartum consultations. These services are currently not covered under Wellmark's virtual visit benefit.

Q26: Are ages 0–18 years old eligible for DOD pediatric services?

Yes. Ages 0–18 years old are eligible for a covered pediatric virtual visit with DOD. The member can access care for their covered child through the policyholder's account.

Q27: What is DOD's process for conducting a lab test?

DOD physicians will direct the Wellmark member back to their physician, they will not refer the member to a lab.

Q28: Can DOD physicians see a member’s prescription history?

Yes. DOD physicians have access to a national database — SureScripts® — for currently and previously prescribed medication information.

Q29: Can DOD prescribe controlled substances?

No. DOD physicians do not prescribe Schedule I-IV DEA Controlled Substances and may elect not to treat or prescribe other medications based on what is clinically appropriate.

Q30: Does Wellmark cover psychology visits and psychiatry visits?

Psychology and psychiatric visits are covered for all fully insured groups and for self-funded groups that elect the mental health benefit.

Q31: What is the difference between psychology and psychiatry?

Psychology is talk therapy only. Psychiatry may combine talk therapy with the use of prescription drugs.

Q32: How do members with disabilities use DOD?

For members who are vision impaired or blind, DOD’s application is compatible with text-to-speech functionality.

DOD currently provides American Sign Language (ASL) and spoken language interpretation for medical visits. Members who need this service can contact DOD by emailing or calling Member Support to let them know they would like a visit. Once a DOD confirms date and time, DOD’s Member Support Tech team schedules the appointment with a provider licensed in the patient’s state. Interpretation services are completed via Google Hangout® with the provider, interpreter, and patient. Instructions will be sent to the patient via email on how to use Google Hangout. After the visit is completed, the patient will be able to log into their account to access their visit notes, history and documents.

Note that DOD cannot provide this service as an “on demand” offering — need 24 hours to schedule these appointments.

GROUP-SPECIFIC

Q33: Is there a fee for groups to implement the virtual visit benefit?

If a group chooses DOD, Wellmark’s virtual visit vendor solution, there are no administrative fees. The charges groups see will be on a per-occurrence basis with cost-share taken into consideration. The total cost of a virtual visit medical claim is \$54 per-occurrence without cost share. Mental health visits are charged at \$82 for a 25-minute session, \$108 for a 45-minute session, or \$140 for a 50-minute session. All psychiatric diagnostic evaluation and medical services are \$197, while office or other outpatient visit/Medication Management is \$116.

Q34: Is there an underwriting impact for groups?

At this time, there is no underwriting impact. Future underwriting impacts will be evaluated as Wellmark collects virtual visit experience and usage data.

Q35: Is there a cost to employers?

For fully insured groups, the virtual visit is included as a benefit for the employers to provide their employees. Self-funded groups can determine if they want to set a copay for a virtual visit or if they want their employees to pay for the full amount for the visit. By setting a cost share, the employer would take on a portion of each virtual doctor consultation their employees use.

Q36: If a self-funded group wants to set copays for virtual visits, is there guidance related to Mental Health Parity (MHP) on how to apply member cost share?

Yes. MHP guidance determined that the mental health services through DOD could have a higher member cost share than the medical telehealth cost share BUT the mental health through DOD can’t be higher than the traditional medical office visit cost share.

For example:

- Virtual medical visit is \$10
- Traditional medical office visit copay is \$25
- The virtual mental health visit cost share could be anywhere from \$0–\$25 but NO HIGHER than \$25.

Q37: Does the virtual visit benefit work for both HMO and PPO networks?

Yes, both network options are eligible to receive virtual visit benefit coverage.

Q38: Does virtual visit work with HMO on the online benefit summary (OBS)?

Yes. Self-funded groups are able to update the OBS for both PPO and HMO plans.

Q39: How does a member make sure a DOD visit is shared with their personal doctor?

When a member has a virtual visit, they should request the record of the appointment to be sent to his or her personal doctor to support their coordinated care efforts.

Q40: Can a member have a DOD virtual visit and then go to a medical facility for the same issue?

In some cases, a DOD provider may advise a member to seek care from an in-person provider. Because of this, a virtual visit and facility visit are coded separately in our system and will not trigger a service duplication typically detected by Wellmark's medical policy.

Q41: How are the virtual visit providers evaluated?

To evaluate virtual visit providers, DOD conducts medical director and peer reviews, uses a quality assurance process to oversee provider prescribing habits, and conducts customer interviews if the visit receives a low score (one, two or three out of 10) on the patient rating scale.

Q42: Does the physician have to practice in Iowa to provide virtual visit services to members living in Iowa?

While physicians do not have to live in the same state as the virtual visit patient, he or she must be licensed in the state in which the patient is located at the time of the service.

Q43: How often does a DOD visit require a prescription?

DOD states their physicians have a 45–50 percent prescribing rate which is less than traditional urgent care visits.

Q44: What billing codes are submitted on claims?

The codes appear as follows:

- **Online E/M**
 - MD/DO New/Established Patient — 99444
 - Non-MD/DO New/Established Patient — 98969
- **Mental Health**
 - Psychotherapy – 30 minutes with patient — 90832-GT
 - Psychotherapy – 45 minutes with patient — 90834-GT
 - Psychotherapy – 60 minutes with patient — 90837-GT
 - Psychiatric Diagnostic Evaluation with Medical Services — 90792-GT
 - Office or Other Outpatient Visit (Medication Management) — 99213-GT

Q45: How does a virtual doctor visit impact accountable care organizations and primary care physicians?

DOD is not meant to replace an in-person primary care provider visit. DOD physicians can send the member's full medical record to any provider upon member request and consent. Members are also able to show their provider an electronic summary of the virtual visit at their next in-person consultation.

Q46: What if a group wants to select a vendor other than DOD?

For fully insured groups, DOD is the only vendor option. For self-funded groups, while DOD is the preferred vendor with a streamlined implementation process, integration with other vendors may be considered on a group-by-group basis (implementation and administrative fees may apply).

Q47: If a group wants to offer a virtual visit benefit off renewal, is it considered a material modification?

Yes. Paperwork is required to obtain a new OBS number that includes the virtual visit coverage.

Q48: Can a member use this service when traveling outside of the United States?

Yes. DOD can provide consultation for members traveling internationally. While DOD cannot write a prescription outside of the United States, virtual visit physicians can guide members to appropriate over-the-counter therapies.

Q49: What measures are in place to make sure users do not commit insurance fraud?

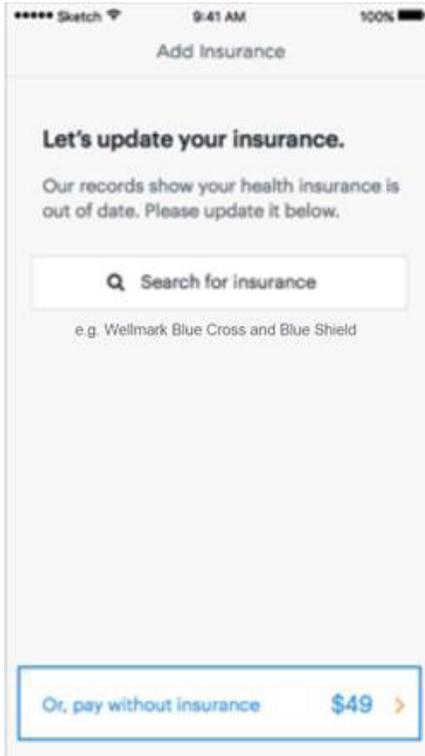
When a member accesses DOD for a virtual visit, he or she must authenticate a secure username and password to gain access to the service. DOD providers also verify the patient's identity at the beginning of the consultation. Unique identifiers are associated with each patient and the device he or she uses to access a virtual visit. These identifiers allow DOD to track patient data and, if necessary, disable devices remotely.

Q50: Do add-on technology devices qualify for flex spending accounts (FSA)?

No. WageWorks® does not feel these add-on technologies are considered “medically necessary” and are not qualified for FSA purchase.

Q51: What does a member do if their ID number changes?

A change to the member’s ID number does NOT require the member to create a new account in the Doctor On Demand app. The app will recognize that the ID on file is no longer valid and will prompt the user to update his/her information (see screen shot below).



Wellmark complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.

ATENCIÓN: Si habla español, los servicios de asistencia de idiomas se encuentran disponibles gratuitamente para usted. Comuníquese al 800-524-9242 o al (TTY: 888-781-4262).

注意：如果您说普通话，我们可免费为您提供语言协助服务。请拨打 800-524-9242 或（听障专线：888-781-4262）。

ACHTUNG: Wenn Sie deutsch sprechen, stehen Ihnen kostenlose sprachliche Assistenzdienste zur Verfügung. Rufnummer: 800-524-9242 oder (TTY: 888-781-4262).



Wellmark Blue Cross and Blue Shield of Iowa, Wellmark Health Plan of Iowa, Inc., Wellmark Value Health Plan, Inc. and Wellmark Blue Cross and Blue Shield Of South Dakota are all independent licensees of the Blue Cross and Blue Shield Association.

Wellmark’s virtual health care visit benefit is made available through an independent company, Doctor on Demand, Inc., and the telemedicine services provided by licensed physicians practicing within a group of independently owned professional practices. Doctor on Demand, Inc. does not itself provide any physician, mental health or other health care providers services. Doctor On Demand operates subject to state laws. Doctor On Demand offers medical care in 50 states. Doctor On Demand is not intended to replace an annual, in-person visit with a primary care physician. Doctor On Demand does not provide Wellmark Blue Cross and Blue Shield products or services.

Best Buy® is a registered trademark of Best Buy, Inc.

Doctor On Demand is a separate company providing an online telehealth solution for Wellmark members. Doctor On Demand® is a registered trademark of Doctor On Demand, Inc.

Google Hangout® and Android® are registered trademarks of Google, Inc.

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ORDINANCE 241

AN ORDINANCE OF THE CITY OF ELK RUN HEIGHTS, IOWA, ADDING A NEW SECTION TO TITLE 10 VEHICLES AND TRAFFIC

Chapter 10.06 AUTOMATED TRAFFIC ENFORCEMENT

Sections:

- 10.04.010** **General Statement of Intent.**
- 10.04.020** **Definitions.**
- 10.04.030** **Vehicle Owner's Civil Liability for Certain Traffic Offenses.**
- 10.04.040** **Notice of Violation; Penalty.**
- 10.04.050** **Contesting an Automated Traffic Citation.**
- 10.04.060** **Exceptions to Owner Liability.**
- 10.04.070** **Failure to Timely Pay or Appeal.**

10.04.010 **General Statement of Intent.**

Notwithstanding any other provision of this Code, the City of Elk Run Heights, acting pursuant to its home rule and police powers authorized by the State of Iowa, may deploy, erect or cause to have erected a civil photo traffic speed enforcement system or deploy or cause to have deployed a manual handheld and automated photo traffic speed enforcement system for making videos, photographs, or digital images of vehicles that fail to obey speed regulations at locations in the City. The systems may be managed by the Automated Traffic Enforcement Contractor that owns and operates the requisite equipment with supervisory control vested in the City's Law Enforcement Agency. Videos, photographs, or digital images shall be provided to the Law Enforcement Agency by the Automated Traffic Enforcement Contractor for review. The Law Enforcement Agency will determine which vehicle owners are in violation of the City's traffic control ordinances and are to receive a notice of violation for the offense.

10.04.020 **Definitions.**

A. **Photo Traffic Speed Enforcement System** shall mean a system consisting of a photographic, video, or electronic camera and a vehicle sensor that works alone or in conjunction with an official traffic controller that automatically or manually produces a photograph, video, or digital image of vehicles engaging in a Violation.

B. **Automated Traffic Citation** shall mean a notice of penalty generated in connection with the Photo Traffic Speed Enforcement System.

C. **Automated Traffic Enforcement Contractor** shall mean the company or entity, if any, with which the City of Elk Run Heights contracts to provide equipment and/or services in connection with the Photo Traffic Speed Enforcement System.

E. **Vehicle Owner** shall mean the person or entity identified by the Iowa Department of Transportation; or registered with any other state vehicle registration office, as the registered owner of a vehicle; or a lessee of a motor vehicle under a lease of 30 days or more; or the renter of a vehicle during the period of infraction pursuant to a written rental agreement with a motor vehicle renting dealer.

F. **Law Enforcement Agency** shall mean the appointed or contracted agency authorized to enforce the City of Elk Run Heights' Code of Ordinances.

G. **City** shall mean the City of Elk Run Heights, Iowa.

10.04.030 Vehicle Owner's Civil Liability for Certain Traffic Violations.

A. The Vehicle Owner commits a violation of this Chapter and shall be liable for a civil penalty as imposed below if such vehicle travels at a speed above the posted limit, unless otherwise exempt, as listed in Chapter 10.04, Article IV. Speed Regulations, of this Code of Ordinances.

B. The violation may be exempted from liability as outlined below in subsection 10.04.060 of this Chapter, and other defenses may be considered in connection with the appeal process.

C. In no event will an Automated Traffic Citation be sent or reported to the Iowa Department of Transportation or similar department of any other state for the purpose of being added to the Vehicle Owner's driving record.

D. A peace officer employed or retained by the Law Enforcement Agency shall examine the image recorded by the photo traffic speed enforcement system to determine whether a violation has occurred. If the image recorded by the photo traffic speed enforcement system shows a violation, contains a date and time of the violation, and shows the vehicle's license plate number and the state in which the license was issued, the peace officer may use any lawful means to identify the vehicle's Owner.

E. The fact that a person is the Owner of a vehicle shall be prima facie evidence that said person was operating the vehicle at the time of a violation recorded by a photo traffic enforcement system.

F. The standard to prove violations under this Chapter shall be preponderance of the evidence.

10.04.040 Notice of Violation; Civil Penalty.

A. Not later than thirty (30) days after the violation and upon identification of the Owner of the vehicle, the Law Enforcement Agency or its designee may issue a notice of liability charging the Owner with a violation. The notice of liability shall be sent by regular U.S. mail to the Owner's address on file with the Iowa Department of Transportation or other state vehicle registration office, and must state (1) the date on which the notice of liability was issued, (2) the date, time, and location of the violation, (3) the time in which an answer must be made by the Owner, and (4) the manner in which the Owner may contest the violation. In addition, a copy of the image or images that served as a basis for the violation must accompany the notice of liability.

B. A person who receives a notice of liability shall be required to respond in one of the following methods:

1. By paying the civil penalty as directed on the notice of liability within thirty (30) days of the date the notice of liability was issued; or

2. By submitting evidence of one of the exceptions to liability listed in subsection 10.04.060 herein within thirty (30) days of the date the notice of liability was issued; or

3. By contesting the Automated Traffic Citation, following the requirements detailed in 10.04.050 within thirty (30) days of the notice's issue date.

C. Any violation of subsection 10.04.030 (A) above shall be subject to a civil penalty as listed in the table below, subject in any event to the limit on civil penalties sought in municipal infractions. All civil penalties shall be payable to the City of Elk Run Heights.

Speed over the limit	Civil Penalty
1 through 5 MPH	\$25
6 through 10 MPH	\$50
11 through 20 MPH	\$75
21 through 25 MPH	\$100
25 through 30 MPH	\$150
Over 30 MPH	\$200

D. A violation for which a civil penalty is imposed herein shall not be considered a traffic offense or a moving violation for the purpose of assessing points under Chapter 321 of the Iowa Code and shall not be reported to any other state vehicle registration office.

E. Except as set forth herein, nothing herein shall be construed to limit the liability of an operator of a motor vehicle for the violation of any other provision of the Iowa Code or Elk Run Heights Code of Ordinances.

10.04.050 Contesting an Automated Traffic Citation.

A Vehicle Owner who has been issued an Automated Traffic Citation may contest the citation by submitting, in a form specified by the City, a request that in lieu of the Automated Traffic Citation, a municipal infraction citation be issued and filed with the Iowa District Court in Black Hawk County. Such a request must be filed within 30 days from the date on which notice of liability is sent to the Vehicle Owner. Such a request will result in a court order requiring the Vehicle Owner to file an answer and appearance with the Clerk of Court, as well as setting the matter for trial before a judge or magistrate. If the Court finds the Vehicle Owner liable for the municipal infraction, state mandated court costs will be added to the amount of the civil penalty imposed by this Chapter. The Vehicle owner may appeal the Iowa District Court's decision pursuant to the Iowa Code.

10.04.060 Exceptions to Owner Liability.

There shall be no liability pursuant to this Chapter if:

A. The operator of the vehicle in question was issued a uniform traffic citation for the violation in question pursuant to Elk Run Heights Traffic Code Chapter 10.04.120 or under the Code of the State of Iowa; or

B. The violation occurred at any time after the vehicle in question or its state registration plates were reported to a Law Enforcement Agency as having been stolen, provided, however, and the Owner submits, to the address listed on the ticket, a copy of the police report stating the vehicle or license plate had been reported stolen at the time the vehicle or its plates had not been recovered by the Vehicle Owner at the time of the alleged violation; or

C. The vehicle in question was an authorized emergency vehicle; or the driver of the vehicle engaged in the violation in order to yield the right of way to an emergency vehicle; or

D. The officer inspecting the video, photograph, or digital image determines that the vehicle in question was lawfully participating in a funeral procession; or

E. The vehicle was in the custody of someone other than the Vehicle Owner pursuant to a written lease or rental agreement and the Vehicle Owner submits, to the address listed on the notice of liability, a copy of the lease or rental agreement along with the name and address of the lessee or renter; or

F. The Law Enforcement Agency determines in equity that the operator's actions warrant that no notice of liability be issued.

10.04.070 Failure to Timely Pay or Appeal.

If the Vehicle Owner that is sent a notice of liability does not either pay the civil penalty by the due date stated in the notice of liability or appeal the citation as provided herein, a municipal infraction citation may be filed by the Law Enforcement Agency and a civil penalty may be sought in accordance with Elk Run Heights Code Chapter 10.04.030 (A) above. If the Court finds the Vehicle Owner liable for the municipal infraction, state mandated court costs will be added to the amount of the civil penalty imposed by this Chapter.

SECTION 1. 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 2. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

INTRODUCED: August 9, 2016
PASSED 1st CONSIDERATION: August 9, 2016
PASSED 2nd CONSIDERATION: September 13, 2016
PASSED 3rd CONSIDERATION: October 11, 2016

Passed and approved this 11th day of October 2016

Tim Swope Sr., Mayor

ATTEST:

Kristi N. Lundy, CMC, City Clerk

CERTIFICATE

I, Kristi Lundy, City Clerk of the City of Elk Run Heights, Iowa, do hereby certify that the preceding is a true and complete copy of Ordinance No. 241, as passed and adopted by the Council of the City of Elk Run Heights, Iowa on the 11th day of October 2016.

Witness my hand and seal of office this 11th day of October 2016.

SEAL

Kristi N Lundy, CMC, City Clerk

CHANGE ORDER
For Local Public Agency Projects

No.: One

Non-Substantial:

Substantial:

Administering Office
Concurrence Date

Accounting ID No. (5-digit number): 37850

Project Number: TAP-U-2312(604)--9I-07

Contract Work Type: HMA Sidewalk/Trail

Local Public Agency: City of Elk Run Heights

Contractor: Lodge Construction, Inc.

Date Prepared: September 10, 2021

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

- 7001 Delete 170 Cubic Yards of Excavation, Class 10, Roadway and Borrow by eliminating the trail between STA 10+06 to STA 13+42.34.
- 7002 Delete 100 Cubic Yards of Topsoil, Strip, Salvage and Spread by eliminating the trail between STA 10+06 to STA 13+42.34.
- 7003 Delete 7,450 Square Yards of Subgrade Stabilization Material, Polymer Grid
- 7004 Delete 460 Cubic Yards of Modified Subbase by reducing the thickness from 6 inches to 4 inches and by eliminating the trail between STA 10+06 to STA 13+42.34.
- 7005 Delete 370 Square Yards of Recreational Trail, Hot Mix Asphalt, 2 Inch by eliminating the trail between STA 10+06 to STA 13+42.34.
- 7006 Delete 53 Linear Feet of Culvert, HDPE Pipe, 12 Inch Dia. by eliminating the culverts at STA 10+12, STA 12+30.
- 7007 Delete 0.14 Acres of Mulching by eliminating the trail between STA 10+06 to STA 13+42.34.
- 7008 Delete 0.14 Acres of Seeding and Fertilizing (Urban) by eliminating the trail between STA 10+06 to STA 13+42.34.
- 7009 Delete 180 Linear Feet of Perimeter and Slope Sediment Control Device, 9 in. Dia. by eliminating the trail between STA 10+06 to STA 13+42.34.
- 7010 Delete 180 Linear Feet of Removal of Perimeter and Slope Sediment Control Device by eliminating the trail between STA 10+06 to STA 13+42.34.
- 7011 Delete Removal of Existing Structures
- 7012 Delete 440 Linear Feet of Removal of Fence, Chain Link
- 7013 Delete 130 Linear Feet of Removal of Fence, Wooden

B - Reason for change:

- 7003 Eliminating the Subgrade Stabilization Material layer is being done to reduce the total cost of the Project to bring it within budget. The projected loads on the trail do not require subgrade stabilization material.
- 7004 Reducing the thickness of the the Modified Subbase layer from 6 inches to 4 inches is being done to reduce the total cost of the Project to bring it within budget. The project loads on the trail will not require 6 inches of modified subbase.
- 7001, 7002, 7004, 7005, 7006, 7007, 7008, 7009, 7010 Eliminating the trail between STA 10+06 to STA 13+42.34 is being done to reduce the total cost of the Project to bring it within budget.
- 7011, 7012, 7013 Removal of existing structures and fences will be done by the City to bring the Project within budget.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

- 7001 2102-2710070 Excavation, Class 10, Roadway and Borrow - delete 170 CY at \$11.00/CY
- 7002 2105-8425015 Topsoil, Strip, Salvage and Spread - delete 100 CY at \$9.00/CY
- 7003 2113-0001100 Subgrade Stabilization Material, Polymer Grid - delete 7,450 SY at \$2.00/SY
- 7004 2115-0100000 Modified Subbase - delete 460 CY at \$46.00/CY
- 7005 2511-0301200 Recreational Trail, Hot Mix Asphalt, 2 inch. - delete 370 SY at \$29.00/SY
- 7006 2599-9999009 Culvert, HDPE Pipe, 12 inch dia. - delete 53 LF at \$27.00/LF
- 7007 2601-2634100 Mulching - Delete 0.14 acres at \$725.00/AC.
- 7008 2601-2636044 Seeding and Fertilizing (Urban) - Delete 0.14 acres at \$1,475.00/AC
- 7009 2602-0000309 Perimeter and Slope Sediment Control Device, 9 in. Dia. - Delete 180 LF at \$2.50/LF
- 7010 2602-0000351 Removal of Perimeter and Slope Sediment Control Device - Delete 180 LF at \$0.25/LF
- 7011 2401-6745650 Removal of Existing Structures - Delete 1 LS at \$5,000.00
- 7012 2519-4200120 Removal of Fence, Chain Link - Delete 440 LF at \$3.00/LF
- 7013 2519-4200190 Removal of Fence, Wooden - Delete 130 LF at \$6.00/LF

D - Justification for cost(s) (See I.M. 3.805, Attachment D, Chapter 2.36, for acceptable justification):

7001-7013 Contracted unit prices

Accounting ID No.(5-digit number): _____

Change Order No.: _____

E - Contract time adjustment: No Working Days added Working Days added: _____ Unknown at this time

Justification for selection:

Project scope has not been impacted by the proposed reduction in Scope.

Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .XX	Quantity .XXX	Amount .XX
						TOTAL	

Add Row

Delete Row

H. Signatures

Signatures will be applied through DocExpress.

Title 13

PUBLIC SERVICES

Chapters:

- 13.04 Water Service System**
- 13.06 Stormwater Management Program**
- 13.08 City Sewer District**
- 13.12 Sewers and Industrial Waste**
- 13.16 Wastewater Treatment User Charge**
- 13.20 Natural Gas**
- 13.24 Sanitary Disposal of Garbage and Refuse**

Chapter 13.04**WATER SERVICE SYSTEM****Sections:**

- 13.04.010 Purpose.**
- 13.04.020 Definitions.**
- 13.04.030 Service rules and regulations.**
- 13.04.040 New connections—Application—Fee.**
- 13.04.050 Rates and charges—General requirements.**
- 13.04.060 Billing periods—When due—Collection charge—Disconnection of service.**
- 13.04.070 New construction—Water use and meter charge.**
- 13.04.080 Meter deposits and rates.**
- 13.04.090 Design criteria—Multiple dwelling and commercial units.**
- 13.04.100 Connections to available city water and repairs.**
- 13.04.110 Water main extension policies—General.**
- 13.04.120 Cost of main extensions.**
- 13.04.130 Costs limited by extension size.**
- 13.04.140 Main extensions in new subdivisions.**
- 13.04.150 Mains property of city.**
- 13.04.160 Applications for main extensions.**
- 13.04.170 Declaration of emergency**
- 13.04.180 Prohibited and restricted uses during conservation emergency.**
- 13.04.190 Rate for water used in violation of conservation emergency.**

13.04.200 User charge system—Review procedure.**13.04.010 Purpose.**

The purpose of this chapter is to provide for the operation of the municipal water system. The city shall be the exclusive purveyor of water within Elk Run Heights or any area outside the city where it operates the water system. The provisions of this chapter, including service rules and regulations adopted in accordance with these provisions, shall apply to customers both inside and outside the city whether or not such customer has a contract for water service with the city. (Ord. 146 (part), 1989)

13.04.020 Definitions.

For the purposes of this chapter:

A. "City" means Elk Run Heights, Iowa.

B. "Consumer" or "customer" means, in addition to any person or legal entity receiving water service from the water system, the owner of the property served, and as between such parties the duties, responsibilities, liabilities and obligations hereinafter imposed shall be joint and several.

C. "Water main" means a water supply pipe owned and operated by the utility for the purpose of transmission or distribution of water, but does not include the service pipe.

D. "Water service pipe" means the pipe from the water main to the building being served, owned and operated by the consumer.

E. "Water system" means all facilities of the city of Elk Run Heights for securing, collecting, storing, treating, and distributing water. (Ord. 146 (part), 1989)

13.04.030 Service rules and regulations.

The council shall adopt, by resolution, appropriate operating rules governing the water system. The rules shall be contained in the Service Rules of the Elk Run Heights Water System. As a condition of service, each customer shall observe all rules and regulations established for the operation of the water system. (Ord. 146 (part), 1989)

**13.04.040 New connections—
Application—Fee.**

The owner of any premise not presently connected with the waterworks system may make application for such connection and the charges for making application for connection shall be one hundred dollars for each connection, which fee shall be submitted with the application. Taps into the water main shall be the responsibility of the owner or applicant, and shall be made by the authorized city personnel or a licensed plumber after first obtaining authorization and approval from the city. Each tap shall be fitted with an approved corporation cock. Connections and corporation cock shall comply with the regulations and rules of the uniform plumbing code. An accurate and dimensional sketch showing the exact location of the tap shall be filed with the city. The customer shall install, own and maintain the service line from the main to the building or other location of service. Installation shall be made by a licensed plumber in accordance with the rules and regulations of the uniform plumbing code.

An approved shutoff valve with curb box shall be installed on the service line near the curblineline. An accurate and dimensional sketch showing the exact location of the curb stop shall be filed with the city. (Ord. 146 (part), 1989)

(Ord. No. 239, § 3, 6-14-2016)

13.04.050 Rates and charges—General requirements.

A. The minimum rates and charges for water services based upon ten thousand gallons monthly or thirty thousand gallons quarterly shall be as follows:

Meter Size (in inches)	Monthly Billing	Quarterly Billing
3/8	\$56.57	\$61.93
1/4	\$53.36	\$55.68
1	\$59.79	\$62.11
1 1/2	\$65.19	\$67.51
2	\$118.29	\$120.62
3	\$145.29	\$147.61
4	\$215.47	\$217.80
6	\$426.11	\$428.43
8	\$469.30	\$471.63
10	\$804.10	\$806.42
12	\$939.11	\$941.44

B. Rates and charges over the minimum shall be as follows:

Monthly Use Gallons	Quarterly Use Gallons	Charge per 1,000 Gallons	
		Monthly	Quarterly
First 10,000	First 30,000	Minimum	Minimum
Next 6,000	Next 18,000	\$1.07	\$1.07
Next 6,000	Next 18,000	\$0.97	\$0.97
Next 6,000	Next 18,000	\$0.90	\$0.90
Over 28,000	Over 84,000	\$0.76	\$0.76

C. Annual charges for unmetered fire protection purposes shall be based on the diameter size of the service line according to the following schedule:

Size (in inches)	Fire Charge
2	\$ 4.78
4	30.16
6	84.24
8	171.60
10	301.60
12	478.40

Service lines utilized for both fire protection and domestic use will be charged at a rate reduced by the proportion metered for domestic use.

D. The city of Elk Run Heights shall receive free water. (Ord. 174 (part), 1998; Ord. 160, 1994; Ord. 153 § 1 (part), 1992; Ord. 151, 1991; Ord. 146 (part), 1989) (Ord. No. 224, § 1, 10-9-2012; Ord. No. 226, § 1, 10-8-2013; Ord. No. 228, § 1, 2-11-2014; Ord. No. 232, § 1, 12-9-2014; Ord. No. 251, § 1, 10-10-2017)

13.04.060 Billing periods—When due—Collection charge—Disconnection of service.

The charges aforesaid shall be billed monthly or quarterly on the first day of the month and all bills for such water service shall be payable on or before the fifteenth day of such month. The amount specified in Section 13.04.050 of this chapter shall apply if bills are paid on or before the fifteenth day of the month in which billed. If any bill is not paid on or before the fifteenth day of the month in which it was billed, a collection charge shall be added thereto in the amount of ten percent of such amount billed. Water service shall be disconnected in any case where the bill for water service has not been paid when due. All consumers shall be given fifteen days' notice of the pending disconnection prior to actual dis-

connection of service. When the usage of water is five hundred thousand gallons per month or more, charges shall be billed monthly, and shall be subject to all terms and conditions of this section. (Ord. 146 (part), 1989)

13.04.070 New construction—Water use and meter charge.

A two hundred fifty dollar charge shall be made by the general contractor on all new construction to cover the cost of the remote water meter installation and water use during the construction. This charge is due and payable at the time the building permit is issued. The contractor is required to keep a yard valve or curb box in operating condition at all times during construction. At the time of final inspection the temporary service shall be disconnected and the water shut off until the first occupancy occurs. (Ord. 146 (part), 1989) (Ord. No. 239, § 2, 6-14-2016)

13.04.080 Meter deposits and rates.

The city shall install, own and maintain a sealed meter of a type appropriate to the nature of the service for each private service pipe except for a fire sprinkler system connected directly to the main and having no open connections or valves other than a main control valve at the entrance to the building which shall be sealed open. All homes shall be required to have a remote water meter installed. In the event of the failure of any owner of any home or real property to comply with this section, the city shall install such remote water meter, at the owner's expense, and shall assess the cost of installation to the owner. A meter deposit fee shall be required of any person or business or corporation applying for water service. A meter deposit of fifty dollars shall be required for residential users and sixty-five dollars for business and commer-

cial users. No interest shall be paid on deposits. The following shall not be required to post a meter deposit:

A. Any municipal or political or governmental subdivision of the state of Iowa;

B. Present customer accounts which do not have a deposit on file.

C. Owner or renter shall not remove or tamper with water meter box or meter. owner or renter can be fined up to one thousand dollars.

A meter deposit of sixty-four dollars shall be required for residential users and seventy-five dollars for business and commercial users. (Ord. 174 (part), 1998; Ord. 146 (part), 1989) (Ord. No. 226, § 2, 10-8-2013; Ord. No. 251, § 2, 10-10-2017)

13.04.090 Design criteria—Multiple dwelling and commercial units.

The standard design criteria shall be one tap, one service line, one curb stop and one meter for each metered customer account. Billings shall be made directly to the owner. (Ord. 146 (part), 1989)

13.04.100 Connections to available city water and repairs.

A. When water mains are laid in streets where no main formerly existed, the owners of property abutting upon the streets, having water connections with private mains or pipes, may be ordered to connect with the water mains so laid, when notified to do so by written notice from the city, within the time specified in the notice. When repairs are needed on any connection with the water main or where a pave box projects above the surface of the street in front of which the water connection or pave box exists, the owners may be ordered to make such repairs or lower the pave box by notice from the city, as provided in this subsection. Any

lots or properties not accessible or adjacent to water mains and lines shall not be required to connect with the water mains.

B. Whenever any water connections or repairs are ordered, or any pave box ordered lowered, as provided in subsection A, and the person owning the real estate in front of which the connection or pave box exists, fails to make the connection or repair or fails to lower the pave box within the time fixed by the notice, the city shall cause the connection or repair to be made, or the defective box lowered and assess the property in front of which the connection or repair is made, or the pave box lowered, the cost and expense of doing the work.

C. Whenever any water connections or repairs are ordered as provided in subsection A, or any pave box ordered lowered, the work shall be done under the supervision and direction of the department of the waterworks, who shall keep an accurate account of the cost and expense of doing so and make return thereof to the city.

D. Whenever the city shall cause any connection or repair to be made or any pave box lowered pursuant to this section, the city shall certify to the clerk the actual cost and expense thereof, giving the name or names of the owners of the

property and the amount of cost and expenses to be assessed against each lot or tract of ground.

E. When the cost and expense of doing the work pursuant to this section in any instance shall be certified to the clerk, notice shall be given and the assessment made and certified as provided by law.

F. When a water main has been laid in any street provided in subsection A, where abutting property owners have had water connections with private mains, and connections have been made to the abutting property with the water mains so laid, the department of the waterworks is authorized to disconnect the private mains and shut off the water supply from the private mains. (Ord. 146 (part), 1989)

13.04.110 Water main extension policies—General.

The city shall have exclusive rights to provide water service to all persons located within its corporate limits. Service outside the corporate limits may be provided by resolution of the council. (Ord. 146 (part), 1989)

13.04.120 Cost of main extensions.

A. A contribution in aid of construction equal to the full cost of the water main extension, including the cost of city engineering services, shall be paid by the person(s) whose applications for the extension are received by the city prior to completion of construction. Where more than one applicant is served by the extension, the total cost shall be divided into fractions equal to segments of the main extension separated by the applicant's

service taps. The cost for each segment shall be prorated among benefitted applicants.

B. The council may waive the applicant's contribution in aid of construction in whole or in part upon a determination that the waiver is in the public interest. Such waiver, when entered in the minutes of the city council, shall not be considered a discriminatory practice. (Ord. 146 (part), 1989)

13.04.130 Costs limited by extension size.

Where the city chooses to install a main extension of a size greater than the design size required to serve those persons who have applied for the extension prior to its completion, the city shall pay the difference between the cost of the design size, and the actual cost of the pipe that is installed. (Ord. 146 (part), 1989)

13.04.140 Main extensions in new subdivisions.

Main extensions to new subdivisions shall be installed in accordance with the city code provisions for subdivision control. (Ord. 146 (part), 1989)

13.04.150 Mains property of city.

All water main extensions shall become the property of the city to be operated, maintained, replaced, and otherwise used by the city. (Ord. 146 (part), 1989)

13.04.160 Applications for main extensions.

A person desiring a main extension shall apply for the extension at the office of the city and shall make a deposit with

the clerk equal to the applicant's estimated obligation. An adjustment between the estimated and actual obligation shall be made upon completion of the extension. No connection to the main shall be made until the applicant's full obligation is paid. (Ord. 146 (part), 1989)

13.04.170 Declaration of emergency.

The city council may declare a water conservation emergency whenever the water supply of water system facilities are found to be inadequate or whenever there appears to be a substantial and imminent danger of such inadequacy. A resolution declaring such emergency shall be published for one publication in a newspaper of general circulation in the city and upon publication shall require compliance with this resolution by all persons using water from the water system until by resolution of the council, the emergency shall be declared to be terminated. (Ord. 146 (part), 1989)

13.04.180 Prohibited and restricted uses during conservation emergency.

A. The following uses of potable processed water from the municipal water system during a water conservation emergency are prohibited:

1. The use of water-consuming air conditioning equipment which consumes in excess of five percent of the water circulating in such equipment;

2. Watering or irrigation of lawns and all other outside vegetation except that direct applications of water not exceeding one inch per week are permitted between the hours of ten a.m. and six

p.m. on flower and vegetable gardens, trees and shrubs less than four years old, and areas which were newly seeded or sodded prior to issuance of the emergency resolution;

3. The washing of cars, trucks, trailer, and other mobile vehicles or equipment except at commercial establishments which provide that service;

4. The cleaning of outdoor surfaces, including buildings, sidewalks, driveways and porches;

5. The nonessential cleaning of commercial and industrial equipment, machinery, and interior spaces;

6. The filling of private swimming pools, wading pools, reflecting pools, ornamental fountains, or any other structure making similar use of water;

7. Permitting the loss of water through defective plumbing or fixtures, except where the customer can provide proof of prompt repair of the defect;

8. Use by a business or industry of an amount of water exceeding the amount used during the corresponding month of the preceding year except where the business or industry is declared by resolution of the council to be necessary for the public health, safety and welfare. Where there is no corresponding period of use or where review is directed by the council, the city manager shall hold a public hearing to determine the allowable use.

B. Nothing in this section shall prohibit the use of water which has been reclaimed or recycled after an essential primary use. (Ord. 146 (part), 1989)

13.04.190 Rate for water used in violation of conservation emergency.

Any person found to be using city water in violation of Sections 13.04.170

and 13.04.180 shall be charged twice the rate which would otherwise apply. This rate shall apply to all metered service through the service connection used in the violation during any month that a water conservation emergency is declared by the city council to exist and during which the violation has occurred or continued. (Ord. 146 (part), 1989)

13.04.200 User charge system—Review procedure.

The city will review the user charge system at least once each year and revise user rates as necessary to ensure that the system generates adequate revenues to pay the cost of operation and maintenance including replacement, and may, by resolution, amend those rates. If no increase is warranted, the existing rates in effect for the fiscal year in review will remain in effect until the next year.

(Ord. No. 219, 11-9-2010)

Chapter 13.06

**STORMWATER MANAGEMENT
PROGRAM**

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Elimination**

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Article B. Stormwater Management

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Article A. Illicit Discharge Detection and Elimination

13.06-A-1 Purpose and intent.

A. The purpose of this article of the code of ordinances is to provide for the health, safety, and general welfare of the citizens of the city through the regulation of nonstormwater discharges to the municipal separate storm sewer system (MS4), to the maximum extent practicable, as required by federal and state law. The ordinance codified in this chapter establishes methods for controlling the introduction of pollutants into the Municipal Separate Storm Sewer System (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) Phase II permit and the Federal Clean Water Act. The objectives of this article are to:

1. Establish legal authority to conduct inspection and monitoring procedures necessary to ensure compliance with this article;
2. Investigate and eliminate, to the maximum extent practicable, the contribution of pollutants to the MS4 by stormwater discharges introduced by system users; and
3. Prohibit illicit connections and discharges to the MS4. (Ord. 206 (part), 2005)

13.06-A-2 Definitions.

A. Terms or acronyms used in this article shall, unless defined in this article, have the meaning given to them in Section 8-4-1 of the code of ordinances.

B. As used in this article, the term "city engineer" includes any other representative of the city engineer's office that is designated by the city engineer to act in the place and with the authority of the city engineer. (Ord. 206 (part), 2005)

13.06-A-3 Applicability.

This article shall apply to all water entering the MS4, generated on developed or undeveloped lands, unless explicitly exempted by the NPDES permit, federal and state regulations and the city council. (Ord. 206 (part), 2005)

13.06-A-4 Stormwater management program—Authority of city engineer with regard to illicit discharge.

A. The city engineer shall administer, implement, and enforce the provisions of this article.

B. With respect to the city's compliance with the NPDES Phase II permit regulations, the city engineer may do the following in relation to illicit discharge detection and elimination:

1. Carry out all inspections, monitoring and enforcement procedures necessary to determine compliance with this article;
2. Administer the city's compliance with the NPDES MS4 permit to discharge stormwater;
3. Create, promote, and distribute to citizens educational program materials related to stormwater pollution prevention;
4. Investigate potential stormwater pollution violations that are within the city limits on residential, commercial, industrial and city owned properties for the presence of illicit discharges as defined by this article that may contaminate stormwater runoff;
5. Review and enforce remediation programs as required for properties where illicit discharge to the storm sewer system are found to exist;
6. Develop programs to control the discharge of pollutants, and the dumping or disposal of materials other than stormwater (e.g., industrial and commercial waste, trash, motor

vehicle fluids, yard waste, grass clippings, animal waste, etc.) into the MS4;

7. Acquire and authorize testing of water samples through field-testing programs;

8. Audit city use of herbicides, fertilizers and pesticides to determine compliance with federal and state regulations and recommend alternative solutions where practicable for the reduction of the use of these items through education and out-reach programs; and

9. Audit city department procedures to confirm that the city is in compliance with federal and state NPDES regulations and determine if the city has obtained, and is in compliance with, permits required by federal and state environmental laws. (Ord. 206 (part), 2005)

13.06-A-5 Exempted nonstormwater discharges.

A. The following nonstormwater discharges are exempt from the discharge prohibitions of this article, unless a particular discharge has been determined to be a substantial contributor of pollutants to the MS4 and the discharge continues more than ten days after delivery of written notice of such determination to the discharger:

1. Firefighting activities that are necessary due to an immediate danger to life or property;

2. Fire hydrant flushing;
3. Potable water sources;
4. Water line flushing;
5. Uncontaminated groundwater;
6. Uncontaminated pumped groundwater;
7. Crawl space pump water;
8. Natural springs;
9. Natural riparian habitat or wetland flows;

10. Irrigation water (except for wastewater irrigation);

11. Air conditioning condensation;

12. Exterior building wash water when no detergents or other surfactants are used;

13. Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred and when no detergents or other surfactants are used (unless all spilled material has been removed);

14. Diverted stream flows;

15. Storm sewer system cleaning water;

16. Residential or noncommercial washing of vehicles;

17. De-chlorinated swimming pool discharge less than one PPM chlorine;

18. Residual street wash water;

19. De-chlorinated water from reservoir discharges;

20. Foundation or footing drains where flows are not contaminated with process materials such as solvents (not including active groundwater dewatering systems);

21. Discharges specified in writing by the city engineer as being necessary to protect public health and safety of citizens;

22. Dye-testing procedures (requires a verbal notification to the city engineer prior to the time of the test); and

23. Any other water source not containing pollutants, as approved by the city engineer. (Ord. 206 (part), 2005)

13.06-A-6 Illicit discharges and illicit connections prohibited.

A. No person shall discharge or cause to be discharged into the MS4 any materials, including, but not limited to, pollutants, or waters containing any pollutants, that cause or contribute to a violation of applicable water quality standards, other than stormwater.

B. The construction, use, maintenance or continued existence of illicit connections to the MS4 is prohibited.

C. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

D. A person is considered to be in violation of this article if the person connects a line conveying a pollutant to the MS4, or allows such a connection to continue. The prohibition shall not apply to any nonstormwater discharge permitted under this article, an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of this article, the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the MS4. (Ord. 206 (part), 2005)

13.06-A-7 Illicit discharge items.

A. The following direct or indirect discharges into community waters, waters of the state or waters of the United States are, without limitation, examples of illicit discharges. This listing of discharges is not intended to be exhaustive, nor shall it be construed as such, but is illustrative only.

1. Sewage dumping or dumping of sewage sludge;
2. Chlorinated swimming pool discharge with chlorine concentrations greater than one PPM;
3. Discharge of any polluted household wastewater, such as, but not limited to, laundry wash water and dishwater, except to a sanitary sewer or septic system;
4. Leaking sanitary sewers and connections, which have remained uncorrected for a

period of time as indicated in the NPDES permit issued to the city by the department;

5. Commercial, industrial or nonexempt public vehicle wash or power wash discharge;

6. Dead animals or animal fecal waste;

7. Nonstormwater discharges, except those allowed pursuant to a permit issued by IDNR;

8. Concrete truck wash water;

9. Dredged material from waterways;

10. Spoil material such as sediment runoff from construction sites;

11. Chemical waste;

12. Hazardous waste;

13. Runoff from discarded vehicles or equipment;

14. Garbage;

15. Rubbish;

16. Yard waste;

17. Floatable materials; and

18. Any other item deemed a pollutant as designated by the city engineer. (Ord. 206 (part), 2005)

13.06-A-8 Stormwater monitoring sites.

The city engineer shall monitor concentration of pollutants in stormwater discharges from locations as designated in the city stormwater management program, or as otherwise determined by the city engineer. (Ord. 206 (part), 2005)

13.06-A-9 Watercourse protection.

Every person owning property in the city through which a watercourse passes, or other responsible person, shall keep and maintain that part of the watercourse that is within their property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition,

the owner or other responsible person shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures shall not become a hazard to the use, function, or physical integrity of the watercourse. (Ord. 206 (part), 2005)

13.06-A-10 Requirement to prevent, control, and reduce stormwater pollutants by the use of best management practices (BMPs).

A. The city engineer may adopt requirements identifying best management practices (BMPs) for any activity, operation, or facility that may cause or contribute to pollution or contamination of stormwater runoff in the MS4. Notwithstanding the preceding sentence, the requirements of this section shall not apply to any activity, operation, or facility that is subject to an NPDES permit that governs the stormwater runoff or discharges of such activity, operation, or facility, except as may be necessary for the owner or operator to comply with requirements of the applicable NPDES permit.

B. The owner or operator of a nonresidential establishment shall provide, at its own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the MS4 or watercourses through the use of structural and nonstructural BMPs.

C. Any person responsible for a property or premises which is, or may be, the source of an illicit discharge may be required to implement, at the person's expense, additional structural and nonstructural BMPs to prevent the further discharge of pollutants to the MS4. Compliance, to the maximum extent practicable, with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with any activity, op-

eration, or facility shall be deemed in compliance with the provisions of this section. Structural and nonstructural BMPs shall be part of a stormwater pollution prevention plan (SWPPP) as necessary for compliance with requirements of an applicable NPDES permit. (Ord. 206 (part), 2005)

13.06-A-11 Suspension of discharge rights due to illicit discharges in emergency situations.

A. The city engineer may, without prior notice, suspend MS4 discharge rights to a person when such suspension is necessary to stop actual or threatened discharge that presents, or may present, imminent and substantial danger to the environment, health or welfare of persons, or to the MS4. If the violator fails to comply with a suspension order issued in an emergency, the city engineer may take such steps as are, in the discretion of the city engineer, deemed necessary to prevent or minimize damage to the MS4, or to minimize danger to persons.

B. A person violates this article if the person reinstates MS4 discharge to premises terminated pursuant to this article, without the prior written approval of the city engineer. (Ord. 206 (part), 2005)

13.06-A-12 Suspension of action due to the detection of illicit discharge in nonemergency situations.

A. Any person discharging to the MS4 in violation of this article may have their MS4 discharge rights terminated if such termination would abate or reduce an illicit discharge. The city engineer shall notify a violator of the proposed termination of its MS4 discharge rights no less than thirty days before the date of pro-

posed termination. The violator may petition the city engineer for a reconsideration and hearing.

B. A person violates this article if the person reinstates MS4 discharge to a premises terminated pursuant to this article, without the prior written approval of the city engineer. (Ord. 206 (part), 2005)

13.06-A-13 Monitoring of discharges.

A. The city engineer, bearing proper credentials and identification, may enter and inspect properties within the city if there is reasonable cause to believe that an illicit discharge to the MS4 is occurring. These inspections may include investigations, monitoring, observation, measurement, enforcement, sampling, and testing, to determine if suspected discharge is in fact illicit.

B. The city engineer shall duly notify the owner of the property, or the representative of the owner or other responsible person on-site, of the inspection. The inspection shall be conducted at reasonable times during the course of the business day.

C. In the event the city engineer reasonably believes that discharges from the property into the MS4 may cause an imminent and substantial threat to human health or the environment, the inspection may take place without notice to the owner of the property or a representative on-site. The inspector shall present proper credentials upon reasonable request by the owner or the owner's representative when contacted.

D. Upon refusal by any property owner to permit an inspector to enter a site or continue an inspection, the inspector shall terminate the inspection or confine the inspection to areas to which no objection is raised. The inspector shall immediately report the refusal, and the grounds of the refusal, to the city engineer.

The city engineer may seek appropriate compulsory process.

E. The city engineer shall have the right to place devices on the property necessary, in the discretion of the city engineer, to conduct monitoring and/or sampling of discharges. (Ord. 206 (part), 2005)

13.06-A-14 Notification of spills.

Notwithstanding any other requirements of law, as soon as any person responsible for an activity, operation, or facility, or responsible for emergency response for an activity, operation, or facility, has information of any known or suspected release of materials which are resulting or may result in illicit discharges or pollutants discharging into stormwater, the stormwater drainage system, waters of the state, or waters of the United States from such activity, operation, or facility, such person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous material such person shall immediately notify emergency response officials of the occurrence via emergency dispatch services (911). In the event of a release of nonhazardous materials, such person shall notify the city engineer in person or by phone or facsimile no later than five p.m. the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the city engineer within three business days of the telephonic notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years. (Ord. 206 (part), 2005)

13.06-A-15 Enforcement—Notice of violation.

A. When the city engineer finds that a person has violated a prohibition or failed to meet a requirement of this article, the city engineer shall notify the property owner or other responsible person in writing. This written notice may be delivered by ordinary mail to the property owner or other responsible person at its last known address. Such notice shall include:

1. Name of the property owner;
2. Date and the location of the violation;
3. Description of the violation;
4. Actions that must be taken by the property owner to remedy the violation, including, but not limited to, the elimination of illicit discharges and connections, the performance of monitoring, analyses, and reporting, and the implementation of source control or treatment BMPs;
5. Deadline by which the required actions must be completed;
6. Notice date;
7. Restoration procedures to property, if any; and
8. Amount of administrative and remediation fines, fees, or costs, if any. The notice shall also advised that, if the violator fails to take required remedial action within the stated deadline, the work may be done by a designated governmental agency or a private contractor, in either case at the sole expense of the violator. (Ord. 206 (part), 2005)

13.06-A-16 Appeal of notice of violation.

Any person receiving a notice of violation may appeal the determination of the city engineer. The notice of appeal must be received within fourteen days from the date of the notice of violation. Hearing on the appeal before the city council, or other designated commit-

tee, shall take place within fourteen days from the date of receipt of the notice of appeal. The decision of the city council shall be considered final. (Ord. 206 (part), 2005)

13.06-A-17 Enforcement measures after appeal.

If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal, within fourteen days of the decision of the city council upholding the decision of the city engineer, the city engineer shall enter upon the subject property and take measures necessary to abate the violation and/or restore the property to an acceptable condition. It is unlawful for any person to refuse to allow the city, or the city's designated contractor, to enter upon the premises for the purposes set forth above. (Ord. 206 (part), 2005)

13.06-A-18 Cost of abatement of the violation.

After abatement of the violation, the owner of the property shall be notified of the cost of abatement, including administrative costs. The property owner may, within this days following notice of abatement costs, file a written protest objecting to the amount of the assessment. If the amount due is not paid within a timely manner as determined by the city engineer, the assessment shall constitute a lien on the property pursuant to Iowa Code Section 384.84. Any abatement costs not paid in full within thirty days of final determination shall bear interest at the rate of ten percent per annum until paid in full. (Ord. 206 (part), 2005)

13.06-A-19 Injunctive relief.

It is unlawful for any person to violate, or fail to comply with, any of the requirements of this article. If a person has violated, or contin-

ues to violate, the provisions of this article, the city engineer may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation. (Ord. 206 (part), 2005)

13.06-A-20 Compensatory action.

In lieu of enforcement proceedings, penalties, and remedies authorized by this article, the city engineer may impose upon a violator alternative compensatory actions. These actions may include, but are not limited to, storm drain labeling, attendance at stormwater pollution prevention compliance workshops, the cleanup of local waterways or creeks, or other activity as determined appropriate by the city engineer. The failure of any person to complete any compensatory actions imposed by the city engineer shall be a violation of this article. (Ord. 206 (part), 2005)

13.06-A-21 Violations deemed a public nuisance.

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this article shall be considered a threat to public health, safety, and welfare, and is declared and deemed a nuisance. This nuisance may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken. (Ord. 206 (part), 2005)

13.06-A-22 Municipal infraction.

A. A violation of this article constitutes a municipal infraction under this code of ordinances.

B. In addition to any fine or penalty, the city may recover all legal fees, court costs and other expenses associated with enforcement of this article, including necessary sampling and monitoring expenses. (Ord. 206 (part), 2005)

13.06-A-23 Remedies not exclusive.

The remedies listed in this article are not exclusive of any other remedies available under any applicable federal, state or local law. It is within the discretion of the city engineer to seek cumulative remedies if necessary. (Ord. 206 (part), 2005)

13.06-A-24 Abrogation and greater restrictions.

This article is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. Where this article and another ordinance, easement, covenant or deed restriction conflicts or overlaps in jurisdiction, whichever regulation imposes the greater restriction shall be enforced. (Ord. 206 (part), 2005)

13.06-A-25 Severability.

The provisions of this article are declared to be severable. If any provision, clause, sentence, or paragraph of this article or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or applications of this article. (Ord. 206 (part), 2005)

13.06-A-26 Ultimate responsibility.

The standards set forth in this article and promulgated pursuant to this article are minimum standards; therefore this article does not intend nor imply that compliance by any person shall ensure that there will be no contamination, pollution, nor unauthorized discharge

of pollutants into the MS4, waters of the state, or waters of the United States. (Ord. 206 (part), 2005)

Article B. Stormwater Management

13.06.010 Acronyms and definitions.

A. The following acronyms when used in this chapter of the code of ordinances shall have the designated meaning:

- 1. BMP Best Management Practice
- 2. CFR Code of Federal Regulations
- 3. CWA Clean Water Act
- 4. FEMA Federal Emergency Management Agency
- 5. HHW Household Hazardous Waste
- 6. IDNR Iowa Department of Natural Resources
- 7. IDOT Iowa Department of Transportation
- 8. MS4 Municipal Separate Storm Sewer System
- 9. NOI Notice of Intent
- 10. NOT Notice of Termination
- 11. NOV Notice of Violation
- 12. NPDES National Pollutant Discharge Elimination System
- 13. NPS Non-Point Source
- 14. NRCS National Resource Conservation Service
- 15. RCRA Resource Conservation Recovery Act of 1976
- 16. SMCRA Surface Mining Control and Reclamation Act of 1977
- 17. SWPPP Storm Water Pollution Prevention Plan

- 18. TMDL Total Maximum Daily Load
- 19. USDA United States Department of Agriculture
- 20. US EPA United States Environmental Protection Agency
- 21. USGS United States Geodetic Survey

B. The following words, terms and phrases, when used in this chapter of the code of ordinances, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

1. Adverse Impacts. Any negative impact on plant, soil, air or water resources affecting their beneficial uses including recreation, aesthetics, aquatic habitat, quality and quantity.

2. Allowable Nonstormwater Discharges. Discharge from firefighting activities that are necessary due to an immediate danger to life or property; fire hydrant flushing; potable water sources; water line flushing; uncontaminated groundwater; uncontaminated pumped groundwater; crawl space pump water; natural springs; natural riparian habitat or wetland flows; irrigation water (except for wastewater irrigation); air conditioning condensation; exterior building wash water when no detergents or other surfactants are used; pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred and when no detergents or other surfactants are used (unless all spilled material has been removed); diverted stream flows; storm sewer system cleaning water; residential or noncommercial washing of vehicles; de-chlorinated swimming pool discharge less than one PPM chlorine; residual street wash water; de-chlorinated water from reservoir discharges; foun-

dation or footing drains where flows are not contaminated with process materials such as solvents (not including active groundwater dewatering systems); discharges specified in writing by the city engineer, or designated representative, as being necessary to protect public health and safety of citizens; dye-testing procedures (requires a verbal notification to the city engineer, or designated representative, prior to the time of the test); and any other water source not containing pollutants, as approved by the city engineer or designated representative.

3. Animal Waste. See Pet Waste.

4. Applicant. Any person, firm, or governmental agency who executes the necessary forms to procure official approval of a development or permit. In gaining official approval, the person, firm or governmental agency intends to carry out construction of a new development or redevelopment.

5. Base Flood Elevation. The elevation at all locations delineating the level of flooding resulting from the one hundred-year frequency flood event. The one hundred-year flood event has a one percent probability of being equaled or exceeded in any given year.

6. Best Management Practices (BMPs). Schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the pollution of waters of the state. BMPs also include treatment requirements, operating procedures and practices to control facility site runoff, spillage or leaks, sludge or waste disposal or drainage from raw material storage.

7. Building Official. City official or other designated authority charged with the administration and enforcement of the city building codes.

8. Building Permit. Permit issued for the construction, erection or alteration of a structure or building and the related ground and surface preparation prior to and after completion of construction, erection or alteration of a structure or building.

9. By-Pass Flow. Stormwater runoff from upstream properties tributary to a property's drainage system but not under its control.

10. Calendar Quarter. Each of the following periods: December through February, March through May, June through August, and September through November.

11. Certify or Certification. Formally attesting that the specific inspections and tests were performed, and that such inspections and tests comply with the applicable requirements of this chapter.

12. Channel. Any defined river, stream, creek, brook, natural or artificial depression, ponded area, on-stream lake or impoundment, abandoned mine, flowage, slough, ditch, conduit, culvert, gully, ravine, wash, or natural or man-made drainage way, which has a definite bed and bank or shoreline, in or into which surface or groundwater flows, either perennially or intermittently.

13. Channel Modification. The alteration of a channel by changing the physical dimensions or materials of its bed or banks. Channel modification includes, but is not limited to, damming, placement of riprap (or other armoring), filling, widening, deepening, straightening, relocating, lining, and significant removal of bottom or woody rooted vegetation. Channel modification does not include the clearing of debris or removal of trash.

14. City Engineer. The professional engineer registered in the state of Iowa who is designated as city engineer by the city council.

15. Clean Water Act (CWA). The Federal Water Pollution Control Act (33 U.S.C. Sec-

tion 1251 et seq.), and any subsequent amendments thereto. (Formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972).

16. Clearing. Any activity which removes vegetative ground cover.

17. Commercial. Pertaining to any business, trade, industry, or other activity engaged in for profit.

18. Compensatory Storage. An artificially excavated, hydraulically equivalent volume of storage within the floodplain used to balance the loss of natural flood storage capacity when fill or structures are placed within the floodplain.

19. Conduit. Any channel, pipe, sewer or culvert used for the conveyance or movement of water, whether open or closed.

20. Construction Site. Any location where clearing, grading, filling, paving, construction, or other activity occurs related to a change or improvement of property.

21. Contaminated. Containing harmful quantities of pollutants.

22. Contractor. Any person or firm performing or managing construction work at a construction site, including any construction manager, general contractor or subcontractor. Also includes, but is not limited to, earthwork, paving, building, plumbing, mechanical, electrical or landscaping contractors, and material suppliers delivering materials to the site.

23. Department. The Iowa Department of Natural Resources (IDNR) or an authorized representative.

24. Detention Basin. A facility constructed or modified to provide for the temporary storage of stormwater runoff and the controlled release of this runoff at a prescribed rate during and after a flood or storm.

25. Detention Time. The amount of time stormwater is held within a detention basin.

26. Developed Property. Land that is altered from a natural state by grading and/or construction activity for the purpose of constructing residential, commercial, industrial, or institutional facilities such that the hydrology of the property is affected.

27. Development. Any man-made change to improved or unimproved real estate, including, but not limited to, building or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

28. Discharge. The release of water, and any elements, compounds and particles contained within or upon released water, from property owned or controlled by any person.

29. Discharger. Any person who causes, allows, permits, or is otherwise responsible for a discharge, including, without limitation, any owner of a construction site or industrial facility.

30. Domestic Sewage. Sewage originating primarily from kitchen, bathroom and laundry sources, including waste from food preparation, dishwashing, garbage grinding, toilets, baths, showers and sinks.

31. Drainage Plan. A plan, including engineering drawings and supporting calculations, which describes the existing stormwater drainage system and environmental features, including grading, as well as proposed alterations or changes to the drainage system and environment of a property. Also see Stormwater Pollution Prevention Plan (SWPPP).

32. Dry Basin. A detention basin designed to drain after temporary storage of stormwater flows and to normally be dry over much of its bottom area.

33. Earthwork. The disturbance of soils on a site associated with clearing, grading or excavation activities.

34. Erosion. The general process whereby soil or earth is moved by rainfall, flowing water, wind or wave action.

35. Excavation. Any act by which organic matter, earth, sand, gravel, rock or any other similar material is cut into, dug, quarried, uncovered, removed, displaced, relocated or bulldozed, and shall include the conditions resulting from such actions.

36. Excess Stormwater Runoff. The volume and rate of flow of stormwater discharged from a new development or redevelopment, which is or will be in excess of that volume and rate which existed before development or redevelopment.

37. Existing Grade. The vertical location of the existing ground surface prior to excavation or filling.

38. Facility. An entity which discharges stormwater.

39. Fertilizer. A substance or compound that contains an essential plant nutrient element in a form available to plants and is used primarily for its essential plant nutrient element content in promoting or stimulating growth of a plant or improving the quality of a crop, or a mixture of two or more fertilizers.

40. Fill. Any act by which earth, sand, gravel, rock, or any other material is deposited, placed, replaced, pushed, dumped, pulled, transported or moved by man to a new location, and shall include the conditions resulting therefrom.

41. Final Grade. The vertical location of the ground surface after grading work is completed in accordance with the plans.

42. Fire Protection Water. Any water, and any substances or materials contained therein, used by any person to control or extinguish a fire, or to inspect or test fire equipment.

43. Garbage. Animal and vegetable waste materials from the handling, preparation,

cooking or consumption of food, including waste materials from markets, storage facilities, and the handling and sale of produce and other food products. Also, refuse and other unwanted and useless material.

44. Grading. Any act of excavation or fill of land surface to a desired slope or elevation, or any combination thereof, and shall include the conditions resulting from any excavation or fill.

45. Groundwater. Any water residing below the surface of the ground or percolating into or out of the ground.

46. Harmful Quantity. The amount of any substance that the appropriate official determines will cause an adverse impact to storm drainage system or will contribute to the failure of the jurisdiction to meet the water quality based requirements of the NPDES permit for discharges from the MS4.

47. Hazardous Substance. Any substance listed in Table 302.4 of 40 CFR Part 302.

48. Hazardous Waste. Any substance identified or listed as a hazardous waste by the EPA pursuant to 40 CFR Part 261.

49. Household Hazardous Waste (HHW). Any material generated in a household (including single and multiple residences) that would be classified as hazardous by the IDNR or US EPA or by any rule or regulation promulgated by either agency.

50. Hydrograph. A graph showing, for a given location on a stream or conduit, the flow rate with respect to time.

51. Hydrograph Method. A method that estimates runoff volume and runoff hydrographs for a point of interest by generating hydrographs for individual subareas, combining them, and routing them through stream lengths and reservoir structures. Factors such as rainfall amount and distribution, runoff

curve number, time of concentration, and travel time are included.

52. **Illegal Discharge.** See Illicit Discharge below.

53. **Illicit Connection.** Any drain or conveyance, whether on the surface or subsurface, which allow an illicit discharge to enter the MS4.

54. **Illicit Discharge.** Any discharge to the MS4 that is prohibited under this chapter of the code of ordinances.

55. **Impervious Surface.** A hard-surfaced area that prevents or retards the entry of water into the soil. An impervious surface may cause water to runoff the surface in greater quantities, or at an increased rate of flow, than was present under natural conditions. Impervious surfaces include, but are not limited to, roof tops, asphalt or concrete streets, sidewalks, driveway paving, parking lots, walkways, patio areas, storage areas, gravel, bituminous substances or other surfaces which similarly affect the natural infiltration, or runoff patterns, of real property in the natural state with existing groundcover.

56. **Industrial Waste (Commercial Waste).** Any wastes produced as a by-product of any industrial, institutional or commercial process or operation, other than domestic sewage.

57. **Infiltration.** The passage or movement of water into the ground.

58. **Land Disturbing Activity.** The process of disturbing existing groundcover, excavation of existing site material, or the placement of fill material on a site, related to a man-made change to improved or unimproved real estate, including, but not limited to, building or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

59. **Loessal Soil.** Sediment, commonly nonstratified and unconsolidated, composed

predominately of silt-sized particles with accessory clay and sand.

60. **Lot.** A parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage and area to provide such yards and other open space as are required in this chapter. No portion of an established floodway area lying within a lot or any access drive through a property shall be used in computing the number of dwelling units to be constructed. Such lot shall have frontage on a public street or private street and may consist of: (a) a single lot of record; (b) a portion of a lot of record; (c) a combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record; and (d) a parcel of land described by metes and bounds; provided that in no case of division or combination shall any residential lot or parcel be created which does not meet the requirements of this chapter.

61. **Major Drainage System.** That portion of a drainage system needed to store and convey flows beyond the capacity of the minor drainage system.

62. **May.** Signifies an act that is discretionary.

63. **Mechanical Fluid.** Any fluid used in the operation and maintenance of machinery, vehicles and any other equipment, including lubricants, antifreeze, petroleum products, oil and fuel.

64. **Minor Drainage System.** Portion of a drainage system designed for the convenience of the public. It consists of street gutters, storm sewers, small open channels and swales.

65. **Mitigation.** Activity necessary when the prescribed controls are not sufficient and additional measures are required to offset the development, including those measures necessary to minimize the negative effects which stormwater drainage and development activi-

ties might have on the public health, safety and welfare. Examples of mitigation include, but are not limited to, compensatory storage, soil erosion and sedimentation control and channel restoration.

66. Mobile Commercial Cosmetic Cleaning or Mobile Washing). Power washing, steam cleaning, and any other method of mobile cosmetic cleaning of vehicles and/or exterior surfaces, engaged in for commercial purposes or related to a commercial activity.

67. Municipal Separate Storm Sewer System (MS4). The conveyance or system of conveyances, including storm sewers, roadways, roads with drainage systems, catch basins, curbs, gutters, ditches, constructed channels and storm drains, owned or operated by the city.

68. Natural. Conditions resulting from physical, chemical, and biological processes without intervention by man.

69. Natural Drainage. Channels formed in the existing surface topography of the earth prior to changes made by unnatural causes.

70. NPDES. The National Pollutant Discharge Elimination System.

71. National Pollutant Discharge Elimination System (NPDES) Phase II Permit. A permit issued by the US EPA or by a state under authority delegated pursuant to 33 U.S.C. Section 1342(b) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

72. Nonstormwater Discharge. Any discharge that to the MS4 that is not composed entirely of stormwater.

73. Notice of Violation. A written notice detailing any violations of this chapter and any action expected of the violators.

74. Oil. Any kind of oil in any form, including, but not limited to, petroleum, fuel oil,

crude oil, synthetic oil, motor oil, cooking oil, grease, sludge, oil refuse, and oil mixed with waste.

75. One Hundred-Year Event. A rainfall, runoff, or flood event having a one percent probability of being equaled or exceeded in any given year. Twenty-four hour storm duration is assumed unless otherwise noted.

76. One-Year Event. A rainfall, runoff, or flood event having a one hundred percent probability of being equaled or exceeded in any given year. Twenty-four hour storm duration is assumed unless otherwise noted.

77. Outfall. The point at which water or any other material leaves or may leave the MS4 and also means the point at which water or any other material leaves or may leave an enclosed conveyance that is part of the MS4 and enters an open conveyance that is also part of the MS4.

78. Owner. The person who owns a facility, part of a facility or land.

79. Parcel. A contiguous lot or tract of land under one ownership. A lot or tract of land is a land intended as a unit for the purpose of use, development or transfer of ownership.

80. Peak Flow. The maximum rate of flow of water at a given point in a channel or conduit.

81. Permittee. The city or jurisdiction.

82. Person. Any individual, partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity, or their legal representatives, agents, or assigns, including all federal, state, and local governmental entities.

83. Pesticide. A substance or mixture of substances intended to prevent, destroy, repel, or migrate any pest.

84. Pet Waste (or Animal Waste). Excrement and other waste from domestic animals.

85. **Petroleum Product.** A product that is obtained from distilling and processing crude oil and that is capable of being used as a fuel or lubricant in a motor vehicle or aircraft, including motor oil, motor gasoline, gasohol, other alcohol-blended fuels, aviation gasoline, kerosene, distillate fuel oil, and #1 and #2 diesel.

86. **Point Source.** Any discernible, confined, and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural stormwater runoff.

87. **Pollutant.** Any item that may alter stormwater from a natural state. Pollutants may include, but are not limited to, paints, varnishes, solvents, oil, automotive fluids, solid wastes, yard wastes, refuse, rubbish, garbage, litter, discarded or abandoned objects, pesticides, herbicides, fertilizers, sewage, fecal coliform, heavy metals, animal wastes, sediment from construction sites, and noxious or offensive matter of any kind.

88. **Pollution.** The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water that renders the water harmful, detrimental, or injurious to humans, animal life, plant life, property, or public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

89. **Positive Drainage.** Provision for overland paths for all areas of a property, including depression areas that may also be drained by storm sewer.

90. **Potable Water.** Water that has been treated to drinking water standards and is safe for human consumption.

91. **Private Drainage System.** All privately or publicly owned ground, surfaces, structures or systems, excluding the MS4, that contribute to or convey stormwater, including, but not limited to, roofs, gutters, downspouts, lawns, driveways, pavement, roads, streets, curbs, gutters, ditches, inlets, drains, catch basins, pipes, tunnels, culverts, channels, detention basins, ponds, draws, swales, streams and any ground surface.

92. **Public Improvement Plans.** Engineering drawings subject to approval by the city engineer for the construction of public improvements.

93. **Qualified Person.** A person who possesses the required certification, license, or appropriate competence, skills, and ability as demonstrated by sufficient education, training, and/or experience to perform a specific activity in a timely and complete manner consistent with the regulatory requirements and generally accepted industry standards for such activity.

94. **Release.** To dump, spill, leak, pump, pour, emit, empty, inject, leach, dispose or otherwise introduce into the storm drainage system.

95. **Redeveloped Property.** Developed property that is altered or expanded by grading and/or construction activity at a time period following initial construction.

96. **Retention Facility.** Facility designed to hold stormwater for a sufficient length of time to provide for the stormwater to be consumed by evaporation into the air and/or infiltration into the immediate soil.

97. **Rubbish.** Solid waste, including ashes, that consist of (a) combustible waste materials, including paper, rags, cartons, wood, ex-

celsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; and/or (b) noncombustible waste materials, including glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that do not burn at ordinary incinerator temperatures (one thousand six hundred to one thousand eight hundred degrees Fahrenheit).

98. Sanitary Sewage. The domestic sewage and/or industrial waste that is discharged into the city sanitary sewer system and passes through the sanitary sewer system to the city sewage treatment plant for treatment.

99. Sanitary Sewer. The system of pipes, conduits, and other conveyances which carry industrial waste and domestic sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities and institutions, whether treated or untreated, to the city sewage treatment plant (and to which stormwater, surface water, and groundwater are not intentionally admitted).

100. Sediment. Soil (or mud) that has been disturbed or eroded and transported naturally by water, wind, gravity, or equipment tracking (tires, vehicles).

101. Sedimentation. The process that deposits soils, debris, and other materials either on other ground surfaces or in bodies of water or stormwater drainage systems.

102. Septic Tank Waste. Any domestic sewage from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks and aerated tanks.

103. Shall. Signifies an act that is mandatory.

104. Significant Materials. Means and includes, but is not limited to, raw materials; fuels; materials such as solvents, detergents, and plastic pellets; finished materials such as metallic products; raw materials used in food processing or production; hazardous sub-

stances designated under Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); any chemical the facility is required to report pursuant to Section 313 of Emergency Planning and Community Right-to-Know Act (EPCRA); fertilizers; pesticides; and waste products such as ashes, slag and sludge that have the potential to be released with stormwater discharges.

105. Site. The land or water area where any facility or activity is physically located or conducted, including adjacent land used in connection with the facility or activity.

106. Slope Disturbance Line. The line which delineates relatively level building areas from areas where slopes exceed seven percent and where special precautions must be taken.

107. Small Quantity Generator Waste. Any hazardous waste generated by a small quantity generator, as defined by the US EPA.

108. Solid Waste. Any garbage, rubbish, refuse and other discarded material, including solid, liquid, semisolid, or contained gaseous material, resulting from industrial, municipal, commercial, construction, mining or agricultural operations, and residential, community and institutional activities.

109. Storm Sewer. A closed conduit for conveying collected stormwater.

110. Stormwater. Stormwater runoff, snow-melt runoff, and surface runoff and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

111. Stormwater Discharge Associated with Industrial Activity. The discharge from any conveyance that is used for collecting and conveying stormwater and that is directly related to manufacturing, processing or raw materials storage areas at an industrial plant. The

term does not include discharges from facilities or activities excluded from the NPDES program. For the categories of industries identified in subsections (a) through (j) of this definition, the term includes, but is not limited to, stormwater discharges from industrial plant yards; immediate access roads and rail lines used or traveled by carriers of raw materials, manufactured products, waste material, or by-products used or created by the facility; material handling sites; refuse sites; sites used for the application or disposal of process wastewaters (as defined at 40 CFR Part 401), sites used for the storage and maintenance of material handling equipment; sites used for residual treatment, storage, or disposal; shipping and receiving areas; manufacturing buildings; storage areas (including tank farms) for raw materials, and intermediate and finished products; and areas where industrial activity has taken place in the past and significant materials remain and are exposed to stormwater. For the categories of industries identified in subsection (k) of this definition, the term includes only stormwater discharges from all areas (except access roads and rail lines) listed in the previous sentence where material handling equipment or activities, raw materials, intermediate products, final products, waste materials, by-products, or industrial machinery are exposed to stormwater. For the purposes of this subsection, material handling activities include the storage, loading and unloading, transportation, or conveyance of any raw material, intermediate product, finished product, by-product or waste product. The term excludes areas located on plant lands separate from the plant's industrial activities, such as office buildings and accompanying parking lots, as long as the drainage from the excluded areas is not mixed with stormwater drained from the above-described areas.

Industrial facilities (including industrial facilities that are federally, state, or municipally owned or operated that meet the description of the facilities listed in subsections (a) through (k) of this definition) include those facilities designated under 40 CFR § 122.28(a)(1)(v). The following categories of facilities are considered to be engaging in "industrial activity" for purposes of this subsection:

a. Facilities subject to stormwater effluent limitations guidelines, new source performance standards, or toxic pollutant effluent standards under 40 CFR subchapter N (except facilities with toxic pollutant effluent standards that are exempted under category (xi) of this definition);

b. Facilities classified as Standard Industrial Classifications 24 (except 2434), 26 (except 265 and 267), 28 (except 283 and 285), 29, 311, 32 (except 323), 33, 3441, or 373;

c. Facilities classified as Standard Industrial Classifications 10 through 14 (mineral industry) including active or inactive mining operations (except for areas of coal mining operations no longer meeting the definition of a reclamation area under 40 CFR 434.11(l) because the performance bond issued to the facility by the appropriate SMCRA authority has been released, or except for areas of non-coal mining operations that have been released from applicable state or federal reclamation requirements after December 17, 1990) and oil and gas exploration, production, processing, or treatment operations, or transmission facilities that discharge stormwater contaminated by contact with, or that has come into contact with, any overburden, raw material, intermediate products, finished products, by-products or waste products located on the site of such operations; inactive mining operations are mining sites that are not

being actively mined, but that have an identifiable owner/operator;

d. Hazardous waste treatment, storage, or disposal facilities, including those that are operating under interim status or a permit under subtitle C of RCRA;

e. Landfills, land application sites, and open dumps that have received any industrial wastes (waste that is received from any of the facilities described under this subsection) including those that are subject to regulation under subtitle D of RCRA;

f. Facilities involved in the recycling of materials, including metal scrap yards, battery reclaimers, salvage yards, and automobile junkyards, including, but limited to, those classified as Standard Industrial Classification 5015 or 5093;

g. Steam electric power generating facilities, including coal handling sites;

h. Transportation facilities classified as Standard Industrial Classifications 40, 41, 42 (except 4221—4225), 43, 44, 45 or 5171 that have vehicle maintenance shops, equipment cleaning operations, or airport deicing operations. Only those portions of the facility that are either involved in vehicle maintenance (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations, airport deicing operations, or that are otherwise identified under subsections (a) through (g) or (i) through (k) of this subsection are associated with industrial activity;

i. Treatment works treating domestic sewage or any other sewage sludge or wastewater treatment device or system, used in the storage treatment, recycling, and reclamation of municipal or domestic sewage, including land dedicated to the disposal of sewage sludge that are located within the confines of the facility, with a design flow of one mgd or

more, or required to have an approved pretreatment program under 40 CFR Part 403. Not included are farm lands, domestic gardens or lands used for sludge management where sludge is beneficially reused and that are not physically located in the confines of the facility, or areas that are in compliance with 40 CFR Part 503;

j. Construction activity including clearing, grading and excavation activities that result in the disturbance of one acre or more of total land area or which result in the disturbance of less than one acre but are part of a larger common plan of development or sale of one acre or more;

k. Facilities under Standard Industrial Classifications 20, 21, 22, 23, 2434, 25, 265, 267, 27, 283, 285, 30, 31 (except 311), 323, 34 (except 3441), 35, 36, 37 (except 373), 38, 39, or 4221—4225 (and that are not otherwise included within categories (a) through (j) above).

112. Stormwater Drainage System. Any publicly or privately owned or operated surface, system, facility, structure, improvement, development, equipment, property or interest therein, or other structural or nonstructural element made, constructed, used or acquired, for the purpose of collecting, containing, storing, conveying and controlling stormwater, including, but not limited to, storm sewers, curbs, street drains, conduits, lakes, rivers, creeks, other natural or man-made channels, pipes, culverts and detention ponds.

113. Stormwater Management Fee. Fee levied within the boundaries of the stormwater drainage system district for use in the development and daily maintenance of the city's stormwater management program and the city's storm sewer system.

114. Stormwater Management Program. Overall strategy and plan for the management

of stormwater drainage within the city as outlined originally in the city's notice of intent dated March 2003.

115. Stormwater Pollution Prevention Plan (SWPPP). A document that describes the best management practices to be implemented at a site, to prevent or reduce the discharge of pollutants.

116. Stormwater Runoff. That portion of rainfall that drains into the storm sewer drainage system.

117. Stream. Any river, creek, brook, branch, flowage, ravine, or natural or man-made drainage way which has a definite bed and banks or shoreline, in or into which surface or groundwater flows, either perennially or intermittently.

118. Stripping. Any activity which removes the vegetative surface cover, including trees, by spraying or clearing, and storage or removal of topsoil.

119. Subdivision Development. Means and includes activities associated with the platting of any parcel of land into two or more lots and includes all construction activities taking place thereon.

120. Surface Water. Water bodies and any water temporarily residing on the surface of the ground, including oceans, lakes, reservoirs, rivers, ponds, streams, puddles, channeled flow and runoff.

121. Ten-Year Event. A runoff, rainfall, or flood event having a ten percent probability of being equaled or exceeded in any given year. Twenty-four hour storm duration is assumed unless otherwise noted.

122. Time of Concentration. The elapsed time for stormwater to flow from the most hydraulically remote point in a drainage basin to a particular point of interest in that watershed.

123. Tributary Watershed. All of the land surface area that contributes runoff to a given point.

124. Two-Year Event. A runoff, rainfall, or flood event having two percent probability of being equaled or exceeded in any given year. Twenty-four hour storm duration is assumed unless otherwise noted.

125. Uncontaminated. Not containing harmful quantities of pollutants.

126. Used Motor Oil (or Used Oil). Any oil that as a result of use, storage, or handling, has become unsuitable for its original purpose because of impurities or the loss of original properties.

127. Used Oil. See Used Motor Oil.

128. Utility Agency. Private utility companies, city departments, or contractors working for private utility companies or city departments, engaged in the construction or maintenance of utility distribution lines and services, including water, sanitary sewer, storm sewer, electric, gas, telephone, television and communication services.

129. Vacant. Land on which there are no structures or only structures which are secondary to the use or maintenance of the land itself.

130. Waste Water. Any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

131. Water Quality Standard. The designation of a body or segment of surface water in the state for desirable uses and the narrative and numerical criteria deemed by state or federal regulatory standards to be necessary to protect those uses.

132. Waters of the State. Any river, stream, lake, pond, marsh, watercourse, waterway, well, spring, reservoir, aquifer, irrigation system, drainage system and any other body or accumulation of water, surface or under-

ground, natural or artificial, public or private, which are contained within, flow through or border upon the state or any portion thereof, but not including any waters of the United States.

133. Waters of the United States. All waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide; all interstate waters, including interstate wetlands; all other waters the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce; all impoundments of waters otherwise defined as waters of the United States under this definition; all tributaries of waters identified in this definition; all wetlands adjacent to waters identified in this definition; and any waters within the federal definition of "Waters of the United States" at 40 CFR Section 122.2; but not including any waste treatment systems treatment ponds, or lagoons designed to meet the requirements of the Federal Clean Water Act.

134. Watershed. All land area drained by, or contributing water to, the same channel, lake, marsh, stormwater facility, groundwater or area of depression.

135. Wet Basin. A detention basin designed to maintain a permanent pool of water after the temporary storage of stormwater runoff.

136. Wetlands. Those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. For general, but not inclusive locations of designated wetlands refer to mapping prepared jointly by the U.S.

Department of Interior and the U.S. Fish and Wildlife Service.

137. Yard Waste. Leaves, grass clippings, tree limbs, brush, soil, rocks or debris that result from landscaping, gardening, yard maintenance or land clearing operations. (Ord. 205 (part), 2005)

13.06.020 Purpose, intent and objectives.

A. The purpose of this chapter and other ordinances adopted under this chapter of the code of ordinances is to address mandates of the federal government, including, but not limited to, the Clean Water Act and National Pollutant Discharge Elimination System (NPDES) Phase II permit regulations regarding the desired reduction of pollution in stormwater runoff.

B. The intent of this chapter and other ordinances adopted under this chapter of the code of ordinances is to establish policies to comprehensively manage and reduce the potential for stormwater runoff pollution in a safe and economical manner within the city, for the purpose of promoting the health, safety and general welfare of the population, and for the protection of property. This chapter is also intended to provide for the study of, design, operation, construction, equipping, and maintenance of the stormwater drainage system within the city limits.

C. Following are objectives of the stormwater management program:

1. To maintain and improve the quality of water impacted by the storm drainage system of the city;
2. Maintain emergency vehicle movement during storm or flood events;
3. Protect, maintain and enhance the environment of the city, and the short-term and

long-term public health, safety, and general welfare of the citizens of the city;

4. Reduce pollutant discharge to the city's storm sewer system from construction sites, as well as the discharge of pollutants from industrial, commercial and residential areas of the city;

5. Preserve the value of existing buildings and other assets by developing infrastructure that will assist in the reduction of storm event related losses;

6. Assure that new developments and redevelopments do not increase flood or drainage potential or create unstable conditions susceptible to erosion;

7. Facilitate compliance of construction site permits with regard to state and federal standards;

8. Preserve the city's watercourses in good condition;

9. Address and minimize obstruction of the city's watercourses;

10. Enhance urban water resource management techniques, including both the reduction of pollution, and the enhancement of the urban environment, required by the NPDES permit and such other regulations of the city, state and federal government;

11. Maintain temporary and permanent public stormwater storage facilities within the city in good operational condition;

12. Promote public awareness of the impact of improper discharge of garbage, hazardous chemicals and sediment to the storm drainage system;

13. Encourage the recycling and proper disposal of hazardous consumer products; and

14. Maintain and improve the quality of the community water into which the stormwater outfalls flow, including, without limitation, the lakes, rivers, streams, ponds, wetlands, sinkholes, and groundwater of the city, waters

of the state and waters of the United States. (Ord. 205 (part), 2005)

13.06.030 Duties and authority of the city engineer, general.

A. The city engineer, or designated representative, shall exercise all lawful powers necessary and appropriate to administer the stormwater management program. The duties and authority described in this chapter are in addition to other applicable legal duties and authority. The duties and authority of the city engineer, or designated representative, shall include, but are not limited to:

1. Administration of the regulations contained in the NPDES permit and in this chapter of the code of ordinances;

2. Development and administration of all phases of a comprehensive stormwater management program, including, establishing, studying, planning, designing, developing, acquiring land for, constructing, administering, operating, improving, maintaining, and reconstructing the city's storm sewer system as necessary;

3. Administration of the accounting, budgeting, recordkeeping and support personnel necessary for the efficient operation of the stormwater management program;

4. Development of educational materials to increase public awareness that would improve the public's knowledge and reduce the introduction of pollution to the stormwater drainage system by the general public;

5. Coordinate enforcement of the regulations contained in this chapter and other ordinances adopted under this chapter of the code of ordinances with other city departments;

6. Seek the cooperation of counties and municipalities in communities adjacent to the city with the goal of reducing storm drainage system flooding;

7. Cooperate with other affected political jurisdictions in preparing and implementing master drainage plans;

8. Provide an exchange of information between the public and city employees on flooding areas and stormwater drainage problems within the city;

9. Perform studies and evaluation required to establish, maintain and/or modify the stormwater management program;

10. Require the preservation and enhancement of certain natural environmental features;

11. Require submittal of appropriate federal, state and local permitting to perform work within the city limits;

12. Review the installation of drainage improvements in new developments and in redevelopments;

13. Administration of a program to periodically review erosion control features placed within new construction sites;

14. Administration of a program to periodically review erosion control features placed during initial construction to ensure that they remain in good condition and are not removed without proper authorization;

15. Recommend to the city council the establishment, and periodic adjustment of, stormwater management fees;

16. Review and recommend modification to the collection procedure for stormwater management fees;

17. Hear and consider challenges to the application of this chapter, the application of other ordinances adopted under this chapter of the code of ordinances, and the calculation of stormwater management fees; and

18. Recommend to the mayor and the city council policies for establishing additional stormwater drainage services, preserving or expanding existing services and making

changes in service for the benefit of the city. (Ord. 205 (part), 2005)

13.06.040 City council discretion to provide for, and approve improvements to, the stormwater drainage system.

A. Determination of stormwater services to be provided by the city, and construction of stormwater facilities and improvements to the stormwater drainage system, shall be made at the sole discretion of the city council.

B. The city engineer, or designated representative, shall recommend stormwater services to be provided by the city, and construction of the stormwater facilities and improvements to the stormwater drainage system, to the city council based upon engineering analysis, taking into consideration frequency of flooding events, potential loss of life, potential property damage, effect upon the general public and other factors affecting the purpose of this chapter. (Ord. 205 (part), 2005)

13.06.050 Stormwater management authority.

A. All areas within the city limits of the city are declared and designated as a stormwater drainage system district within the meaning and intent of, and for the purposes authorized by, Section 384.84 of the Code of Iowa. Such district shall be governed by a stormwater management authority.

B. In furtherance of the purposes for which a stormwater drainage system district is authorized, and to protect and promote the public health, safety, welfare, and convenience of the city and its citizens, charges shall be levied upon and collected from the owners of all real estate that discharges stormwater, directly or indirectly, to the stormwater drainage system. The proceeds of such charges

shall be deposited in a stormwater management enterprise fund and used for purposes authorized by this chapter.

C. The city council shall be the governing body of the stormwater management authority, and the authority shall be under the direction, management and control of the city engineer. The city engineer shall oversee the daily operation of the stormwater management authority, shall enforce the provisions of this chapter and all other ordinances adopted under this chapter of the code of ordinances, and shall carry out the policy directives of the city council acting in its role as governing body of the stormwater management authority. (Ord. 205 (part), 2005)

13.06.060 Stormwater management enterprise fund.

A. A stormwater management enterprise fund shall be established and maintained for the purpose of identifying, receiving and controlling all revenues and expenses attributable to the city's stormwater management program, and to meet applicable local, state and federal regulations, including, but not limited to, the city's NPDES permit requirements. Stormwater charges, loans, grants or funds received for the administration, operation, construction and improvement of the city stormwater drainage system and facilities and the city's stormwater management program shall be deposited in such fund.

B. The following expenditures shall be acceptable uses of stormwater management enterprise funds:

1. NPDES permit fees;
2. Development of public outreach and education materials;
3. Costs associated with public involvement and participation related to the stormwater management program;

4. Stormwater policy development assistance;

5. Illicit discharge detection and elimination procedures, equipment, testing and investigation;

6. Water collection and sampling fees and related equipment;

7. Planning, design, engineering, construction, maintenance, operation, and improvement of drainage services, facilities and structures, which shall include, but are not limited to, conduits, drains, manholes, stormwater detention devices, flow impediments, ponds, ditches, sloughs, streams, filter strips, rip-raps, and erosion control devices;

8. Construction site and post-construction site inspection costs;

9. Staff time related to the stormwater management program;

10. Employee training; and

11. Consulting fees related to the stormwater management program and construction of stormwater related projects.

C. Additional expenditures and disbursements from the stormwater management enterprise fund shall be at the direction and discretion of the city engineer, or designated representative, with approval of the city council. (Ord. 205 (part), 2005)

13.06.070 Establishment of stormwater management fee.

The city council may, from time to time, set stormwater management fees to be charged to property owners. Amounts collected shall be deposited in the stormwater management enterprise fund for use as authorized by this chapter. (Ord. 205 (part), 2005)

13.06.080 Stormwater management fee exemptions.

A. Stormwater management fees shall not be imposed on the following types of property:

1. City, state and federal roads, bridges, highways, streets, rights-of-way, sidewalks and pathways;

2. Parks, buildings, facilities and open spaces, including, but not limited to, parking lots or facilities, owned or operated by the city. (Ord. 205 (part), 2005)

13.06.090 Collection of stormwater management fees.

A. The municipal waterworks office is authorized and directed to render and collect fees in accordance with the fees established in this chapter. Fees shall be collected with the owner's regular water and sewer bill and shall be shown as a separate item on the bill. Collection policies shall be the same as for other city utility services. When a fee is six months delinquent, the unpaid fee shall be assessed against the property and shall constitute a lien against the property as provided in Iowa Code § 384.84(3).

B. Deposit requirements, late charges and penalties as are now or may be hereinafter established for water service bills shall also apply to stormwater charges. In the event that any person, firm or corporation shall tender as payment of water, sewer, collection of solid waste and stormwater management fees an amount insufficient to pay in full all of the charges so billed, payment shall be credited proportionately among all charges.

C. The provision for collection provided in this chapter shall be in addition to any rights or remedies that the city may have under the laws of the state of Iowa or the code of ordinances. (Ord. 205 (part), 2005)

13.06.100 Appeal or adjustment of stormwater management fee.

A. Any user who considers stormwater management fees to be inaccurate or erroneous may request review thereof by the city engineer, or designated representative.

B. The determination of the city engineer, or designated representative, shall be in writing and may be appealed to the city council by written notice of appeal stating the reason and basis for the appeal. The appeal shall be filed with the city engineer, or designated representative, and the city clerk within thirty days of the date of notice of the determination of the city engineer, or designated representative. Hearing on the appeal before the city council, or other designated committee, shall take place within thirty days from the date of the notice of appeal was filed with the city clerk. The decision of the city council shall be considered final. (Ord. 205 (part), 2005)

13.06.110 Severability.

The provisions of this chapter are declared to be severable. If any provision, clause, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or applications of this chapter. (Ord. 205 (part), 2005)

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)

*Prohibit
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)

Chapter 13.16

WASTEWATER TREATMENT USER CHARGE

Sections:

- 13.16.010 Purpose.**
- 13.16.020 Definitions.**
- 13.16.030 Operation, maintenance and replacement fund—Created—Appropriations.**
- 13.16.040 Disposition of excess funds—Transfers.**
- 13.16.050 Classifications established.**
- 13.16.060 User payment for increased costs.**
- 13.16.070 Applicability of charges.**
- 13.16.080 Billing.**
- 13.16.090 Penalty for late payment.**
- 13.16.100 User charge system—Review procedures.**
- 13.16.110 Annual notification of user.**
- 13.16.120 Deposit.**
- 13.16.130 Capital project fee.**

13.16.010 Purpose.

The user charge system shall generate adequate annual revenues to pay costs of annual operation and maintenance including replacement of the treatment works which the city may by ordinance designate to be paid by the user charge system. That portion of the total user charge which is designated for operation and maintenance including replacement of the treatment works shall be established by this chapter. (Ord. 122 Art. 2 § 1, 1986)

13.16.020 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 uti-

lized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at twenty degrees Celsius, expressed in milligrams per liter.

2. May. "May" is permissive.

3. "Normal domestic wastewater" means wastewater that has a BOD concentration of not more than two hundred milligrams per liter and a suspended solids concentration of not more than two hundred milligrams per liter.

4. "Operation and maintenance" means all expenditures during the useful life of the treatment works for materials, labor, utilities and other items which are necessary for managing and maintaining the treatment works to achieve the capacity and performance for which such works were designed and constructed.

5. "Replacement" means expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed. The term "operation and maintenance" includes replacement.

6. "Residential contributor" means any contributor to the city's treatment works whose lot, parcel or real estate or building is used for domestic dwelling purposes only.

7. Shall. "Shall" is mandatory.

8. "SS" (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.

9. "Treatment works" means any devices and systems for the storage, treatment, recycling and reclamation of municipal sewage, domestic sewage or liquid industrial wastes. These include intercepting sewers, outfall sewers, sewage collection systems, individual systems, pumping, power and other equipment and their appurtenances; extensions improvement, remodeling, additions and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and any works, including site acquisition of the land that will be an integral part of the treatment process or is used for ultimate disposal of residues resulting from such treatment (including land for composting sludge, temporary storage of such compost and land used for the storage of treated wastewater in land treatment systems before land application); or any other method or system for preventing, abating, reducing, storing, treating, separating or disposing of municipal waste or industrial waste, including waste in combined storm water and sanitary sewer systems.

10. "Useful life" means the estimated period during which a treatment works will be operated.

11. "User charge" means that portion of the total wastewater service charge which is levied in a proportional and adequate manner for the cost of operation, maintenance and replacement of the wastewater treatment works.

12. "Water meter" means a water volume measuring and recording device, furnished and/or installed by the city of Elk Run Heights or furnished and/or installed by a user and approved by the city of Elk Run Heights. (Ord. 122 Art. 1 §§ 1—11, 1986)

13.16.030 Operation, maintenance and replacement fund—Created—Appropriations.

That portion of the total user charge collected which is designated for operation and maintenance including replacement purposes as established in Sections 13.16.050, 13.16.060 and 13.16.070, shall be deposited in a separate nonlapsing fund known as the operation, maintenance and replacement fund and will be kept in two primary accounts as follows:

A. An account designated for the specific purpose of defraying operation and maintenance costs (excluding replacement) of the treatment works (operation and maintenance account);

B. An account designated for the specific purpose of ensuring replacement needs over the useful life of the treatment works (replacement account). Deposits in the replacement account shall be made at least annually, from the operation, maintenance and replacement revenue in the amount of nine thousand dollars annually. (Ord. 122 Art. 2 § 2, 1986)

13.16.040 Disposition of excess funds—Transfers.

Fiscal year-end balances in the operation and maintenance account and the replacement account shall be carried over to the same accounts in the subsequent fiscal year and shall be used for no

other purposes than those designated for these accounts. Moneys which have been transferred from other sources to meet temporary shortages in the operation, maintenance and replacement fund shall be returned to their respective accounts upon appropriate adjustment of the user charge rates for operation, maintenance and replacement. The user charge rates shall be adjusted such that the transferred moneys will be returned to their respective accounts within the fiscal year following the fiscal year in which the moneys were borrowed. (Ord. 122 Art. 2 § 3, 1986)

13.16.050 Classifications established.

The following classes of users and charges to those users are established:

A. Class I. Residential Users. Single-family contributors sixty-four dollars per quarter for operation and maintenance, including replacement.

B. Class II. Light Commercial/Institutional Users. Nonresidential users which contribute between zero and fifteen thousand gallons per quarter of less than or equal to normal domestic strength wastewater, thirty-six dollars and seventy-two cents per quarter for operation and maintenance, including replacement.

C. Class III. Medium Commercial/Institutional Users. Nonresidential users which contribute between fifteen thousand and fifty thousand gallons per quarter of less than or equal to normal domestic strength wastewater, seventy-seven dollars and sixty-seven cents per quarter for operation and maintenance, including replacement.

D. Class IV.

1. Heavy Commercial and Industrial Users (nonresidential users which contribute more than fifty thousand gallons per quarter).

2. Each contributor shall pay a minimum charge of twenty-one dollars and sev-

enty-two cents per quarter. In addition, each contributor shall pay a user charge rate of two dollars and seventy-one cents per one thousand gallons of water or wastewater as determined in subsection D3 of this section.

3. For industrial and commercial contributors, user charges shall be based on water meter readings for the current quarter. If a commercial or industrial contributor has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater works, the user charge for that contributor may be based on a wastewater meter or separate water meter installed and maintained at the contributor's expense, and in a manner acceptable to the city.

4. For those industrial and commercial contributors who contribute wastewater, the strength of which is significantly greater than normal domestic wastewater, the quarterly user charge shall be the sum of the following separate charges:

\$15.88 minimum charge;

0.65 per 1,000 gal. of total water or wastewater;

0.86 per pound of BOD;

0.65 per pound of SS.

5. The wastewater superintendent shall identify those contributors whose wastewater significantly exceeds the strength of normal domestic wastewater and shall thereafter, through regular sampling and testing, monitor the strength and volume of the wastewater.

E. Class V. Heavy institutional Users (Schools). Two hundred seventy-seven dollars and ninety-one cents per quarter for operation and maintenance, including replacement. (Ord. 168, 1997; Ord. 135, 1989; Ord. 126, 1987; Ord. 122 Art. 3 § 1, 1986) (Ord. No. 229, § 1, 2-11-2014)

13.16.060 User payment for increased costs.

Any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge from the city's treatment works or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost of operation, maintenance or replacement of the treatment works, shall pay for such increased costs. The charge to each such user will be as determined by the responsible plant operating personnel and approval by the city council. (Ord. 122 Art. 3 § 2, 1986)

13.16.070 Applicability of charges.

The user charge rates established in Sections 13.16.050, 13.16.060 and 13.16.070 of this chapter, apply to all users, regardless of their location, of the city's treatment works. (Ord. 122 Art. 3 § 3, 1986)

13.16.080 Billing.

All users shall be billed quarterly. Billings for any particular quarter shall be made within fifteen days after the end of that quarter. Payments are due when the billings are made. Any payment not received within fifteen days after the billing is made shall be delinquent. (Ord. 122 Art. 4 § 1, 1986)

13.16.090 Penalty for late payment.

A late payment penalty of ten percent of the user charge bill will be added to each delinquent bill. When any bill is thirty days in default, rendition of water and/or sewer service to such premises shall be discontinued until such bill is paid following due notice and opportunity for hearing. (Ord. 122 Art. 4 § 2, 1986)

13.16.100 User charge system—Review procedures.

The city will review the user charge system at least once each year and revise user

charge rates as necessary to ensure that the system generates adequate revenues to pay the costs of operation and maintenance including replacement and that the system continues to provide for the proportional distribution of operation and maintenance including replacement costs among user classes.

Any adjustments to user charge rates may be done so by resolution. If no increase is warranted, the existing rates in effect for the fiscal year in review will remain in effect until the next yearly review. (Ord. 122 Art. 5 § 1, 1986)
(Ord. No. 220, 9-11-2010)

13.16.110 Annual notification of user.

The city will notify each user at least annually, in conjunction with a regular bill, of the rate being charged for operation and maintenance including replacement of the treatment works. (Ord. 122 Art. 5 § 2, 1986)

13.16.120 Deposit.

A deposit fee shall be required of any person or business or corporation applying for service. A deposit of fifty dollars shall be required for residential users and sixty dollars for business and commercial users. No interest shall be paid on deposits. The following shall not be required to post a deposit:

A. Any municipal or political or governmental subdivision of the state of Iowa;

B. Present customer accounts which do not have a deposit on file.
(Ord. No. 223, § 1, 4-12-2011)

13.16.130 Capital project fee.

A capital project fee of fifty dollars per quarter shall be required of any person or business or corporation in addition to the user rates established in section 13.16.050 of this chapter. The capital project fee shall be deposited in an account for the specific

purpose of sewer related capital projects.
The fifty-dollar capital project fee charge
shall be effective April 1, 2014, for a period
not to exceed ten years.

(Ord. No. 229, § 2, 2-11-2014)

Chapter 13.20**NATURAL GAS****Sections:**

- 13.20.010** Space heating equipment installation conditions.
- 13.20.020** Space heating equipment—Disconnection mandatory when.
- 13.20.030** Violation of chapter provisions unlawful.

13.20.010 Space heating equipment installation conditions.

No natural gas-burning space heating equipment shall be installed, connected or used within the city of Elk Run Heights, Iowa unless:

A. Such natural gas-heating equipment is installed in existing and new buildings to the extent that the total amount of gas that will be required by all such installations shall not exceed the contract capacity allocated to Elk Run Heights, by the Northern Natural Gas Company under Federal Power Commission tariffs and regulations and under the following conditions:

1. Where the gas can be supplied through service pipes into the premises as required by franchise;
2. Where the gas requirements will not exceed five hundred cubic feet per hour for any one installation;
3. In the order in which applications for heating existing and new buildings were made to the Iowa Public Service Company for said heating gas on the regular forms of such company.

B. The users of such space heating equipment requiring in excess of five hundred cubic feet per hour for any one installation will maintain complete standby facilities and sufficient standby fuel to enable them to maintain continuous plant operations on such standby equipment and fuel in the event of full curtailment of the supply of gas. (Prior code § 8.50)

13.20.020 Space heating equipment—Disconnection mandatory when.

Any distributor of gas shall discontinue gas service to the premises wherein any gas-fired space heating equipment is installed, connected or used contrary to the provisions of this chapter. Upon the determination of any such distribution that new space heating equipment in the city has been installed, connected or used contrary to the provisions of this chapter, such distributor shall forthwith notify in writing the owners or occupants of the premises where such equipment is installed that all gas service to such premises where such premises for space heating purposes will be discontinued twenty days after service of such notice, and such distributor shall discontinue such service at the end of such period unless such equipment has been disconnected and removed. (Prior code § 8.51)

13.20.030 Violation of chapter provisions unlawful.

No person, firm or corporation shall connect or install gas-burning space heating equipment where the use of such

13.20.030

equipment or the connection thereof is
contrary to the provisions of this chapter.
(Prior code § 8.52)

Chapter 13.24

SANITARY DISPOSAL OF GARBAGE AND REFUSE

Sections:

- 13.24.010 Purpose of provisions.
- 13.24.020 Definitions.
- 13.24.030 Administrative authority.
- 13.24.040 Rules and regulations—
Council authority.
- 13.24.050 Duty of resident to provide
refuse container.
- 13.24.060 Frequency of collection.
- 13.24.070 Collection permit required.
- 13.24.080 Refuse accumulation
prohibited.
- 13.24.090 Burning of refuse
unlawful.
- 13.24.100 Burning of refuse
permissible when.
- 13.24.110 Council to designate
sanitary landfill.
- 13.24.120 Residential garbage
service—Customer
responsibilities.
- 13.24.130 Items excluded from
collection.
- 13.24.140 Yard waste disposal
requirements.
- 13.24.150 Violation—Penalty.
- 13.24.160 Garbage schedule of fees,
rates and charges.
- 13.24.161 Yard waste schedule of
fees and charges.
- 13.24.162 Annual utility rate review.

13.24.010 Purpose of provisions.

The purpose of this chapter is:

A. To provide a sanitary disposal project for the final disposition of solid wastes and, thereby, to protect health, safety,

and welfare from what otherwise would result with the uncontrolled disposal of solid wastes;

B. To provide for the collection and disposal of yard waste separately from other solid waste;

C. To conserve recyclable materials in order to conserve our natural resources;

D. To reduce the amount of solid waste to be disposed of and thereby reduce the cost of landfill disposal and extend the life of the landfill;

E. Provide for the separation, collection, and disposal or possible sale of recyclable materials to reduce the financial burden of solid waste disposal. (Ord. 147 (part), 1990)

13.24.020 Definitions.

As used in this chapter, the following terms shall mean:

A. "Collector" means the person, persons, or entity specifically authorized by the city council to collect garbage, rubbish, yard waste and recyclable materials and to dispose of the same.

B. "Commercial-sized containers" means containers with truck lift devices which may be approved by the city in lieu of conventional cans where suitable.

C. "Customer" means residential properties receiving utility services in the City of Elk Run Heights.

D. "Demolition waste" means construction waste, tree stumps, brush and stone in quantities greater than one thirty-gallon container, one thirty-gallon trash bag or more than fifty pounds per container.

E. "Garbage" means all waste which rots and decomposes.

F. "Rubbish" means all waste which does not easily rot or decompose, nor is considered recyclable. Rubbish, as defined, may not exceed fifty pounds in any one container.

G. "Toxic and hazardous wastes" means waste materials, including but not limited to poisons, pesticides, herbicides, acids, caustics, pathological wastes, flammable or explosive materials, and similar harmful wastes which require special handling and which must be disposed of in such a manner as to conserve the environment and protect the public health and safety.

H. "Yard waste" means organic debris (e.g. grass clippings, leaves, flowers, waste, etc.) which is produced as part of yard and garden development and maintenance. This does include garden produce such as fruit and vegetables, etc. (Ord. 147 § 1, 1990) (Ord. No. 214, 11-10-2009)

13.24.030 Administrative authority.

Administration of this chapter shall be the responsibility of the mayor, or such employee designated by that official. (Ord. 147 § 2, 1990)

**13.24.040 Rules and regulations—
Council authority.**

The council shall, by resolution, provide rules and regulations for the collection and disposal of refuse including acceptable approved containers, types of vehicle and manner of transporting. Violation of the rules shall be cause for legal action and penalties. (Ord. 147 § 3, 1990)

**13.24.050 Duty of resident to provide
refuse container.**

A. Each person shall provide approved containers for storage of rubbish or garbage accumulating on their premises.

B. Garbage shall be stored in leak-proof, sealed bags, cans, or covered dumpsters. Cans and dumpsters shall be kept covered and reasonably clean at all times. Any container that does not conform to the definition set forth above, or that may have ragged edges, or any other defect liable

to hamper or injure the person carrying the contents thereof, must be promptly replaced upon receipt of notice to that effect from the collector. Dumpsters must meet additional requirements of the collector.

C. It shall be the duty of the building owner in buildings housing more than one family to provide proper can or containers for storage of garbage or rubbish. (Ord. 147 § 4, 1990)

13.24.060 Frequency of collection.

All garbage, rubbish and trash waste shall be taken from dwellings at least once each week and from public establishments as frequently as the council may require by the rules and regulations. (Ord. 147 § 5, 1990)

13.24.070 Collection permit required.

A. No person shall collect garbage, rubbish or yard waste (except their own) unless otherwise authorized by contract or permit approved by the city council.

B. In the event any business, firm or corporation elects to dispose of its own refuse or waste matter accumulating on any of its premises, property, or location that such disposal and transporting of any refuse or waste matter shall comply with the provisions of this chapter. (Ord. 147 § 6, 1990)

**13.24.080 Refuse accumulation
prohibited.**

Each person shall dispose of all refuse, garbage, rubbish, and yard waste accumulating on their premises owned or occupied before it becomes a nuisance as set forth and defined in this code. Commercial businesses, firms, or corporations must provide fully enclosed storage areas for containment of the garbage, refuse, etc. to prevent scattering outside the storage area. (Ord. 147 § 7, 1990)

13.24.090 Burning of refuse unlawful.

It is unlawful to burn any refuse, garbage or rubbish. (Ord. 147 § 8, 1990)

13.24.100 Burning of refuse permissible when.

A resident or property owner may burn leaves, branches, and other combustible yard and garden waste in a controlled area on their own property provided objectionable odors and smoke nuisance does not occur. Burning is subject to further restrictions of air pollution control laws and this code. (Ord. 147 § 9, 1990)

13.24.110 Council to designate sanitary landfill.

The council, by resolution, may designate a sanitary landfill. (Ord. 147 § 10, 1990)

13.24.120 Residential garbage service—Customer responsibilities.

A. All residential garbage and refuse placed for city collection shall be fully enclosed in a container.

B. All containers shall be placed at the curblin of the street or in such other place as specified by the collector. All containers shall be placed for collection no sooner than twenty-four hours prior to the day of collection. All containers shall be removed from a public street within twenty-four hours after refuse is collected. (Ord. 147 § 11, 1990)

13.24.130 Items excluded from collection.

A. Residential garbage pickup furnished by the city does not include the following:

1. Vehicle batteries;
2. Tires;
3. Household appliances;
4. Fill construction waste; or
5. Other items too bulky or heavy for one person to handle.

B. It is the responsibility of the resident to make arrangements with our collector or other approved hauler to have excluded items picked up.

C. Any person authorized to collect garbage or refuse under the provisions of this chapter may refuse to furnish service to any person who violates the provisions of this section. (Ord. 147 § 12, 1990)

13.24.140 Yard waste disposal requirements.

A. It is the responsibility of the owner or occupant of the premises to dispose of yard waste by composting, burning, or removal from the premises. Yard waste shall be separated from, and shall not be disposed with, other garbage and refuse which is set out for collection by the city, its employees or agents.

B. Disposal of tree limbs and branches will be the responsibility of the resident or property owner. (Ord. 147 § 13, 1990) (Ord. No. 214, 11-10-2009)

13.24.150 Violation—Penalty.

Anyone violating any provisions of this chapter shall, upon conviction, be subject to imprisonment not exceeding thirty days, a fine not exceeding one hundred dollars, but payment of penalty under this section shall not be a bar to other remedies at law or equity to stop such violations. (Ord. 147 § 14, 1990)

13.24.160 Garbage schedule of fees, rates and charges.

Schedule of fees shall be as follows:

A. For each single-family residence, ~~eight dollars and thirty-one cents per month;~~

B. For each unit of a two-family dwelling unit, ~~eight dollars and thirty-one cents per month;~~

C. Housing complexes, apartment buildings, businesses, firms or corpora-

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tions, and any other entities not included in subsections A and B of this section will be responsible for the disposal of their own solid wastes;

D. A deposit of twenty-five dollars shall be required with all new applicants for service;

E. Charges shall be billed monthly or quarterly on the first day of the month and all bills shall be payable on or before the fifteenth day of such month. If any bill is not paid on or before the fifteenth day of the month in which it was billed, a collection charge shall be added thereto in the amount of ten percent of such amount billed. In event of failure to timely pay the bill and remove the waste, or remove waste as in subsection C of this section, the city shall remove the waste, at the owner's expense, and shall assess the cost of removal to the owner. (Ord. 209 § 1, 2007; Ord. 198 (part), 2002; Ord. 176, 1998; Ord. 169, 1997; Ord. 156, 1993)
(Ord. No. 214, 11-10-2009)

rates for twelve consecutive billing cycles beginning with the January quarterly billing.

(Ord. No. 214, 11-10-2009)

13.24.161 Yard waste Schedule of fees and charges.

Schedule of fees shall be as follows:

A. All customers shall be charged one dollar and fifty cents per quarter to be included on utility billing.

B. A deposit of six dollars shall be required with all new utility applicants.

C. Commercial businesses will be exempt from this charge and service.

(Ord. No. 214, 11-10-2009)

13.24.162 Annual utility rate review.

On or before January 1st of each year the council shall review the current fees, rates and charges for Sanitary disposal of garbage and refuse and yard waste disposal and by resolution amend those fees, rates and charges. Said resolution shall adjust

CHAPTER 90

WATER SERVICE SYSTEM

90.01 Definitions	90.11 Installation of Water Service Pipe
90.02 Superintendent's Duties	90.12 Responsibility for Water Service Pipe
90.03 Mandatory Connections	90.13 Failure to Maintain
90.04 Abandoned Connections	90.14 Curb Valve
90.05 Permit	90.15 Interior Valve
90.06 Permit Fee and Connection Charge	90.16 Inspection and Approval
90.07 Compliance with Plumbing Code	90.17 Completion by the City
90.08 Plumber Required	90.18 Shutting off Water Supply
90.09 Excavations	90.19 Operation of Curb Valve and Hydrants
90.10 Tapping Mains	90.20 Line Extensions

90.01 DEFINITIONS. The following terms are defined for use in the chapters in this Code of Ordinances pertaining to the Water Service System:

1. "Combined service account" means a customer service account for the provision of two or more utility services.
2. "Customer" means, in addition to any person receiving water service from the City, the owner of the property served, and as between such parties the duties, responsibilities, liabilities and obligations hereinafter imposed shall be joint and several.
3. "Superintendent" means PeopleService, Inc. or any authorized agent or representative.
4. "Water main" means a water supply pipe provided for public or community use.
5. "Water service pipe" means the pipe from the water main to the building served.
6. "Water system" or "water works" means all public facilities for securing, collecting, storing, pumping, treating and distributing water.

90.02 SUPERINTENDENT'S DUTIES. The Superintendent shall exercise such powers and duties as contained in the service agreement between the City and PeopleService, Inc..

90.03 MANDATORY CONNECTIONS. All residences and business establishments within the City limits intended or used for human habitation, occupancy or use shall be connected to the public water system, if it is reasonably available and if the building is not furnished with pure and wholesome water from some other source.

90.04 ABANDONED CONNECTIONS. When an existing water service is abandoned or a service is renewed with a new tap in the main, all abandoned connections with the mains shall be turned off at the corporation stop and made absolutely watertight.

90.05 PERMIT. Before any person makes a connection with the public water system, a written permit must be obtained from the City. The application for the permit shall include a legal description of the property, the name of the property owner, the name and address of the person who will do the work, and the general uses of the water. If the proposed work meets all the requirements of this chapter and if all fees required under this chapter have been paid, the permit shall be issued. Work under any permit must be completed within sixty (60) days after the permit is issued, except that when such time period is inequitable or unfair due to conditions beyond the control of the person making the application, an extension of time within which to complete the work may be granted. The permit may be revoked at any time for any violation of these chapters.

90.06 PERMIT FEE AND CONNECTION CHARGE. The person who makes the application shall pay a fee in the amount of one hundred and fifty dollars (\$150.00) to the Clerk to cover the cost of issuing the permit and supervising, regulating, and inspecting the work. In addition to the permit fee, any person located outside of the City limits who is issued a permit to connect to the water system shall pay a connection charge of one thousand five hundred dollars (\$1,500.00) for the use and maintenance of the water main.

(Code of Iowa, Sec. 384.84)

90.07 COMPLIANCE WITH PLUMBING CODE. The installation of any water service pipe and any connection with the water system shall comply with all pertinent and applicable provisions, whether regulatory, procedural or enforcement provisions, of the State Plumbing Code.

90.08 PLUMBER REQUIRED. All installations of water service pipes and connections to the water system shall be made by a plumber approved by the Superintendent. The Superintendent shall have the power to suspend the approval of any plumber for violation of any of the provisions of these Water Service System chapters. A suspension, unless revoked, shall continue until the next regular meeting of the City Council. The Superintendent shall notify the plumber immediately by personal written notice of the suspension, the reasons for the suspension and the time and place of the Council meeting at which the plumber will be granted a hearing. At this Council meeting the Superintendent shall make a written report to the Council stating the reasons for the suspension, and the Council, after fair hearing, shall affirm or revoke the suspension or take any further action that is necessary and proper. The plumber shall provide a surety bond in the minimum sum of one thousand five hundred dollars

(\$1,500.00) secured by a responsible surety bonding company authorized to operate within the State, conditioned to indemnify and save the City harmless against all losses or damages that may arise from or be occasioned by the making of connections to the water system or excavations therefor or by carelessness, negligence or unskillfulness in making the same. Such bond shall remain in force and must be executed for a period of one year except that on such expiration it shall remain in force as to all penalties, claims and demands that may have accrued thereunder prior to such expiration. In lieu of a surety bond, a cash deposit of one thousand five hundred dollars (\$1,500.00) may be filed with the City.

90.09 EXCAVATIONS. All trench work, excavation and backfilling required in making a connection shall be performed in accordance with applicable excavation provisions as provided for installation of building sewers and/or the provisions of Chapter 135.

90.10 TAPPING MAINS. All taps into water mains shall be made by or under the direct supervision of the Superintendent and in accord with the following:

(Code of Iowa, Sec. 372.13[4])

1. Independent Services. No more than one house, building or premises shall be supplied from one tap unless special written permission is obtained from the Superintendent and unless provision is made so that each house, building or premises may be shut off independently of the other.
2. Sizes and Location of Taps. All mains six (6) inches or less in diameter shall receive no larger than a $\frac{3}{4}$ -inch tap. All mains of over six inches in diameter shall receive no larger than a one-inch tap. Where a larger connection than a one-inch tap is desired, two or more small taps or saddles shall be used, as the Superintendent shall order. All taps in the mains shall be made in the top half of the pipe, at least eighteen (18) inches apart. No main shall be tapped nearer than two (2) feet of the joint in the main.
3. Corporation Stop. A brass corporation stop, of the pattern and weight approved by the Superintendent, shall be inserted in every tap in the main. The corporation stop in the main shall be of the same size as the service pipe.
4. Location Record. An accurate and dimensional sketch showing the exact location of the tap shall be filed with the Superintendent in such form as the Superintendent shall require.

90.11 INSTALLATION OF WATER SERVICE PIPE. Water service pipes from the main to the meter setting shall be Type K copper. The use of any other

pipe material for the service line shall first be approved by the Superintendent. Pipe must be laid sufficiently waving, and at least five feet deep, as to prevent rupture from settlement or freezing.

90.12 RESPONSIBILITY FOR WATER SERVICE PIPE. All costs and expenses incident to the installation, connection and maintenance of the water service pipe from the curb valve to the building served shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation or maintenance of said water service pipe.

90.13 FAILURE TO MAINTAIN. When any portion of the water service pipe which is the responsibility of the property owner becomes defective or creates a nuisance and the owner fails to correct such nuisance the City may do so and assess the costs thereof to the property.

(Code of Iowa, Sec. 364.12[3a & h])

90.14 CURB VALVE. There shall be installed within the public right-of-way a main shut-off valve on the water service pipe of a pattern approved by the Superintendent. The shut-off valve shall be constructed to be visible and even with the pavement or ground.

90.15 INTERIOR VALVE. There shall be installed a shut-off valve on every service pipe inside the building as close to the entrance of the pipe within the building as possible and so located that the water can be shut off conveniently. Where one service pipe supplies more than one customer within the building, there shall be separate valves for each such customer so that service may be shut off for one without interfering with service to the others.

90.16 INSPECTION AND APPROVAL. All water service pipes and their connections to the water system must be inspected and approved in writing by the Superintendent before they are covered, and the Superintendent shall keep a record of such approvals. If the Superintendent refuses to approve the work, the plumber or property owner must proceed immediately to correct the work. Every person who uses or intends to use the municipal water system shall permit the Superintendent to enter the premises to inspect or make necessary alterations or repairs at all reasonable hours and on proof of authority.

90.17 COMPLETION BY THE CITY. Should any excavation be left open or only partly refilled for twenty-four (24) hours after the water service pipe is installed and connected with the water system, or should the work be improperly done, the City shall have the right to finish or correct the work, and the Council shall assess the costs to the property owner or the plumber. If the plumber is assessed, the plumber must pay the costs before receiving another permit, and the

plumber's bond or cash deposit shall be security for the assessment. If the property owner is assessed, such assessment may be collected with and in the same manner as general property taxes.

(Code of Iowa, Sec. 364.12[3a & h])

90.18 SHUTTING OFF WATER SUPPLY. The Superintendent may shut off the supply of water to any customer because of any violation of the regulations contained in these Water Service System chapters that is not being contested in good faith. The supply shall not be turned on again until all violations have been corrected and the Superintendent has ordered the water to be turned on.

90.19 OPERATION OF CURB VALVE AND HYDRANTS. It is unlawful for any person except the Superintendent to turn water on at the curb valve, and no person, unless specifically authorized by the City, shall open or attempt to draw water from any fire hydrant for any purpose whatsoever.

90.20 LINE EXTENSIONS. The City will construct extensions to its water lines to points within its service area, but the City is not required to make such installations unless the customer pays to the City the entire cost of the installation. All line extensions shall be evidenced by a contract signed by the City and the person advancing funds for said extension. If refund of the advance is to be made, the following method shall apply: twenty percent (20%) of the total gross revenue of water sales per year for each service connected to the new extension described in the agreement, for a period not to exceed five (5) years, provided that the aggregate payments do not exceed the total amount deposited. No refund shall be made from any revenue received from any lines leading up to or beyond the particular line extension covered by contract. All decisions in connection with the manner of installation of any extension and maintenance thereof shall remain in the exclusive control of the City and such extension shall be the property of the City and no other person shall have any right, title or interest therein.

CHAPTER 91

WATER METERS

91.01 Purpose	91.06 Meter Repairs
91.02 Water Use Metered	91.07 Right of Entry
91.03 Fire Sprinkler Systems – Exception	91.08 Meter Testing
91.04 Meter Pits	91.09 Estimated Readings
91.05 Meter Costs	91.10 Construction Use

91.01 PURPOSE. The purpose of this chapter is to encourage the conservation of water and facilitate the equitable distribution of charges for water service among customers.

91.02 WATER USE METERED. All water furnished customers shall be measured through meters furnished by the City and installed by the Superintendent or an approved plumber.

91.03 FIRE SPRINKLER SYSTEMS – EXCEPTION. Fire sprinkler systems may be connected to water mains by direct connection without meters under the direct supervision of the Superintendent. No open connection can be incorporated in the system, and there shall be no valves except a main control valve at the entrance to the building which must be sealed open.

91.04 METER PITS. All meters shall be installed in a PVC meter pit with locking cover on the property side of the curb valve. The meter pit shall be a 15 inch diameter by 54 inch deep PVC, coil single meter pit, thermo-coil box, with locking cover and remote read-out. The cover shall be a cast aluminum cover with the words “water meter” marked thereon and shall be visible and level with the pavement surface or ground adjacent. Each meter pit shall be fitted with a remote meter read-out device of the type and design designated by the Superintendent.

91.05 METER COSTS. The additional cost of any meter larger than a 3/4 inch meter shall be paid to the City by the property owner or customer prior to the installation of any such meter by the City, or, at the sole option of the City, the property owner or customer may be required to purchase and install such meter in accordance with requirements established by the City.

91.06 METER REPAIRS. Whenever a water meter owned by the City is found to be out of order the Superintendent shall have it repaired. If it is found that damage to the meter has occurred due to the carelessness or negligence of the customer or property owner, or the meter is not owned by the City, then the property owner shall be liable for the cost of repairs.

91.07 RIGHT OF ENTRY. The Superintendent shall be permitted to enter the premises of any customer at any reasonable time to read, remove, or change a meter.

91.08 METER TESTING. Upon written request of any customer, the meter serving said customer shall be tested by the Superintendent. Such test will be made without charge to the customer if the meter has not been tested within twelve (12) months preceding the requested test; otherwise, a charge of twenty-five dollars (\$25.00) will be made, and then only if the test indicates meter accuracy within the limits of two percent (2%).

91.09 ESTIMATED READINGS. Where a meter has ceased to register or meter reading could not be obtained, the quantity of water consumed for billing purposes will be based upon an average of the prior six (6) months' consumption, and the conditions of water service prevailing during the period in which the meter failed to register.

91.10 CONSTRUCTION USE. Water for building or construction purposes will be furnished by meter measurement, only after suitable deposit has been made, the minimum deposit being fifty dollars (\$50.00) and the amount determined by the City depending upon the size of the construction work contemplated. All water for building or construction purposes, as set forth in the permit, must pass through one and the same meter. Water so supplied shall be discharged through a hose or pipe directly upon material to be wet, or into a barrel or other container, and in no case upon the ground or into or through a ditch or trench, and all use of water by other than the applicant or use of water for any purpose or upon any premises not so stated or described in the application must be prevented by the applicant, or water service may be discontinued without notice.

CHAPTER 92

WATER RATES

92.01 Service Charges
 92.02 Rates For Service
 92.03 Rates Outside the City
 92.04 Billing for Water Service
 92.05 Service Discontinued

92.06 Lien for Nonpayment
 92.07 Lien Exemption
 92.08 Lien Notice
 92.09 Customer Deposits
 92.10 Temporary Vacancy

92.01 SERVICE CHARGES. Each customer shall pay for water service provided by the City based upon use of water as determined by meters provided for in Chapter 91. Each location, building, premises or connection shall be considered a separate and distinct customer whether owned or controlled by the same person or not.

(Code of Iowa, Sec. 384.84)

92.02 RATES FOR SERVICE. Water service shall be furnished at the following monthly rates within the City:

(Code of Iowa, Sec. 384.84)

1. A \$25.00 service charge for each customer to cover operating expenses.
2. A floating rate per gallon of water used based on the charge for water from the Council Bluffs Water Works.

92.03 RATES OUTSIDE THE CITY. Water service shall be provided to any customer located outside the corporate limits of the City which the City has agreed to serve at the same rates provided in Section 92.02. No such customer, however, will be served unless the customer shall have signed a service contract agreeing to be bound by the ordinances, rules and regulations applying to water service established by the Council.

(Code of Iowa, Sec. 364.4 & 384.84)

92.04 BILLING FOR WATER SERVICE. Water service shall be billed as part of a combined service account, payable in accordance with the following:

(Code of Iowa, Sec. 384.84)

1. Bills Issued. The Superintendent shall prepare and issue bills for combined service accounts on or before the first day of each month.
2. Bills Payable. Bills for combined service accounts shall be due and payable at the office of the Superintendent by the tenth day (10th) day of each month.

3. Late Payment Penalty. Bills not paid when due shall be considered delinquent. A late payment penalty of \$3.00 shall be added to each delinquent bill.

92.05 SERVICE DISCONTINUED. Water service to delinquent customers shall be discontinued in accordance with the procedure established by the Superintendent. A fee of forty dollars (\$40.00) shall be charged before service is restored to a delinquent customer.

(Code of Iowa, Sec. 384.84)

92.06 LIEN FOR NONPAYMENT. The owner of the premises served and any lessee or tenant thereof shall be jointly and severally liable for water service charges to the premises. Water service charges remaining unpaid and delinquent shall constitute a lien upon the premises served and shall be certified to the County Treasurer for collection in the same manner as property taxes.

(Code of Iowa, Sec. 384.84)

92.07 LIEN EXEMPTION. The lien for nonpayment shall not apply to a residential rental property where water service is separately metered and the rates or charges for the water service are paid directly to the City by the tenant, if the landlord gives written notice to the City that the property is residential rental property and that the tenant is liable for the rates or charges. The City may require a deposit not exceeding the usual cost of ninety (90) days of water service be paid to the City. The landlord's written notice shall contain the name of the tenant responsible for charges, the address of the rental property and the date of occupancy. A change in tenant shall require a new written notice to be given to the City within ten (10) business days of the change in tenant. When the tenant moves from the rental property, the City shall refund the deposit if the water service charges are paid in full. A change in the ownership of the residential rental property shall require written notice of such change to be given to the City within ten business days of the completion of the change of ownership. The lien exemption does not apply to delinquent charges for repairs to a water service.

(Code of Iowa, Sec. 384.84)

92.08 LIEN NOTICE. A lien for delinquent water service charges shall not be certified to the County Treasurer unless prior written notice of intent to certify a lien is given to the customer. If the customer is a tenant and if the owner or landlord of the property has made a written request for notice, the notice shall also be given to the owner or landlord. The notice shall be sent to the appropriate persons by ordinary mail not less than thirty (30) days prior to certification of the lien to the County Treasurer.

(Code of Iowa, Sec. 384.84)

92.09 CUSTOMER DEPOSITS. There shall be required from every residential customer a fifty dollar (\$50.00) deposit and from every commercial customer a seventy-five dollar (\$75.00) deposit intended to guarantee the payment of bills for service.

(Code of Iowa, Sec. 384.84)

92.10 TEMPORARY VACANCY. A property owner may request water service be temporarily discontinued and shut off at the curb valve when the property is expected to be vacant for an extended period of time. There shall be a ten dollar (\$10.00) fee collected for shutting the water off at the curb valve and a ten dollar (\$10.00) fee for restoring service. During a period when service is temporarily discontinued as provided herein there shall be no minimum service charge. The City will not drain pipes or pull meters for temporary vacancies.

CHAPTER 90

WATER SERVICE SYSTEM

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90.07 Compliance with Plumbing Code	90.17 Completion by the City
90.08 Plumber Required	90.18 Shutting Off Water Supply
90.09 Excavations	90.19 Operation of Curb Valve and Hydrants
90.10 Tapping Mains	

90.01 DEFINITIONS. The following terms are defined for use in the chapters in this Code of Ordinances pertaining to the Water Service System:

1. "Combined service account" means a customer service account for the provision of two or more utility services.
2. "Customer" means, in addition to any person receiving water service from the City, the owner of the property served, and as between such parties the duties, responsibilities, liabilities, and obligations hereinafter imposed shall be joint and several.
3. "City staff or City Representative" **Superintendent** means the **Superintendent** of the City water system or any duly authorized assistant, agent or representative.
4. "Water main" means a water supply pipe provided for public or community use.
5. "Water service pipe" means the pipe from the water main to the building served.
6. "Water system" or "water works" means all public facilities for securing, collecting, storing, pumping, treating, and distributing water.

90.02 SUPERINTENDENT'S DUTIES: The **Superintendent** shall supervise the installation of water service pipes and their connection to the water main and enforce all regulations pertaining to water services in the City in accordance with this chapter. This chapter shall apply to all replacements of existing water service pipes as well as to new ones. The **Superintendent** shall make such rules, not in conflict with the provisions of this chapter, as may be needed for the detailed operation of the water system, subject to the approval of the Council. In the event of an emergency the **Superintendent** may make temporary rules for the protection of the system until due consideration by the Council may be had.

(Code of Iowa, Sec. 372.13[4])

⇒ Alternate 1

90.03 MANDATORY CONNECTIONS. All residences and business establishments within the City limits intended or used for human habitation, occupancy or use shall be connected to the public water system, if it is reasonably available and if the building is not furnished with pure and wholesome water from some other source.

⇒ Alternate 2

90.03 MANDATORY CONNECTIONS. The owners of any houses, buildings or structures used for human occupancy, employment or use, situated within the City and abutting on any street, alley or right-of-way in which there is located a public water main are hereby required to connect such facilities to the City's public water system in accordance with the provisions of these Water Service chapters within 60 days after the date of official notice to do so, provided that said public water main is located within 100 feet of the property line of such owner.

90.04 ABANDONED CONNECTIONS. When an existing water service is abandoned or a service is renewed with a new tap in the main, all abandoned connections with the mains shall be turned off at the corporation stop and made absolutely watertight.

90.05 PERMIT. Before any person makes a connection with the public water system, a written permit must be obtained from the City. The application for the permit shall include a legal description of the property, the name of the property owner, the name and address of the person who will do the work, and the general uses of the water. If the proposed work meets all the requirements of this chapter and if all fees required under this chapter have been paid, the permit shall be issued. Work under any permit must be completed within 60 days after the permit is issued, except that when such time period is inequitable or unfair due to conditions beyond the control of the person making the application, an extension of time within which to complete the work may be granted. The permit may be revoked at any time for any violation of these chapters.

90.06 FEE FOR PERMIT AND CONNECTION CHARGE. Before any permit is issued the person who makes the application shall pay \$ _____ to the Clerk to cover the cost of issuing the permit and supervising, regulating, and inspecting the work. In addition there shall be a connection charge in the amount of \$ 100 paid before issuance of a permit to reimburse the City for costs borne by the City in making water service available to the property served.

(Code of Iowa, Sec. 384.84)

90.07 COMPLIANCE WITH PLUMBING CODE. The installation of any water service pipe and any connection with the water system shall comply with all pertinent and applicable provisions, whether regulatory, procedural or enforcement provisions, of the *State Plumbing Code*.

90.08 PLUMBER REQUIRED. All installations of water service pipes and connections to the water system shall be made by a State-licensed plumber.

⇒ Alternate 1

90.09 EXCAVATIONS. All trench work, excavation, and backfilling required in making a connection shall be performed in accordance with the provisions of the _____ *Plumbing Code* and the provisions of Chapter 135 of this Code of Ordinances.

⇒ Alternate 2

90.09 EXCAVATIONS. All trench work, excavation, and backfilling required in making a connection shall be performed in accordance with the *State Plumbing Code* and the provisions of Chapter 135 of this Code of Ordinances.

90.10 TAPPING MAINS. All taps into water mains shall be made by or under the direct supervision of the **Superintendent** and in accordance with the following:

(Code of Iowa, Sec. 372.13[4])

1. Independent Services. No more than one house, building, or premises shall be supplied from one tap unless special written permission is obtained from the Superintendent and unless provision is made so that each house, building, or premises may be shut off independently of the other.
2. Sizes and Location of Taps. All mains six inches or less in diameter shall receive no larger than a three-fourths-inch tap. All mains of over six inches in diameter shall receive no larger than a one-inch tap. Where a larger connection than a one-inch tap is desired, two or more small taps or saddles shall be used, as the **Superintendent** shall order. All taps in the mains shall be made in the top half of the pipe, at least 18 inches apart. No main shall be tapped nearer than two feet of the joint in the main.
3. Corporation Stop. A brass corporation stop, of the pattern and weight approved by the **Superintendent**, shall be inserted in every tap in the main. The corporation stop in the main shall be of the same size as the service pipe.
4. Location Record. An accurate and dimensional sketch showing the exact location of the tap shall be filed with the **Superintendent** in such form as the Superintendent shall require.

90.11 INSTALLATION OF WATER SERVICE PIPE. Water service pipes from the main to the meter setting shall be Type K copper. The use of any other pipe material for the service line shall first be approved by the Superintendent. Pipe must be laid sufficiently waving, and to such depth, as to prevent rupture from settlement or freezing.

90.12 RESPONSIBILITY FOR WATER SERVICE PIPE. All costs and expenses incident to the installation, connection, and maintenance of the water service pipe from the _____ to the building served shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation or maintenance of said water service pipe.

90.13 FAILURE TO MAINTAIN. When any portion of the water service pipe which is the responsibility of the property owner becomes defective or creates a nuisance and the owner fails to correct such nuisance, the City may do so and assess the costs thereof to the property.

(Code of Iowa, Sec. 364.12[3a & h])

90.14 CURB VALVE. There shall be installed within the public right-of-way a main shut-off valve on the water service pipe of a pattern approved by the **Superintendent**. The shut-off valve shall be constructed to be visible and even with the pavement or ground.

90.15 INTERIOR VALVE. There shall be installed a shut-off valve on every service pipe inside the building as close to the entrance of the pipe within the building as possible and so located that the water can be shut off conveniently. Where one service pipe supplies more than



Is the city allowing plastic?

Good

one customer within the building, there shall be separate valves for each such customer so that service may be shut off for one without interfering with service to the others.

90.16 INSPECTION AND APPROVAL. All water service pipes and their connections to the water system must be inspected and approved in writing by the Superintendent before they are covered, and the Superintendent shall keep a record of such approvals. If the Superintendent refuses to approve the work, the plumber or property owner must proceed immediately to correct the work. Every person who uses or intends to use the municipal water system shall permit the Superintendent to enter the premises to inspect or make necessary alterations or repairs at all reasonable hours and on proof of authority.

90.17 COMPLETION BY THE CITY. Should any excavation be left open or only partly refilled for 24 hours after the water service pipe is installed and connected with the water system, or should the work be improperly done, the City shall have the right to finish or correct the work, and the Council shall assess the costs to the property owner or the plumber. If the plumber is assessed, the plumber must pay the costs before receiving another permit. If the property owner is assessed, such assessment may be collected with and in the same manner as general property taxes.

(Code of Iowa, Sec. 364.12[3a & h])

90.18 SHUTTING OFF WATER SUPPLY. The Superintendent may shut off the supply of water to any customer because of any violation of the regulations contained in these Water Service System chapters that is not being contested in good faith. The supply shall not be turned on again until all violations have been corrected and the Superintendent has ordered the water to be turned on.

⇒ Alternate 1

90.19 OPERATION OF CURB VALVE AND HYDRANTS. It is unlawful for any person except the Superintendent to turn water on at the curb valve, and no person, unless specifically authorized by the City, shall open or attempt to draw water from any fire hydrant for any purpose whatsoever.

⇒ Alternate 2

90.19 OPERATION OF CURB VALVE. It is unlawful for any person except the Superintendent or a plumber to turn water on at the curb valve, and said plumber shall take no action contrary to the orders of the Superintendent and shall leave the water off or on, as directed by the Superintendent.

90.20 FIRE HYDRANTS. No person, unless specifically authorized by the City, shall open or attempt to draw water from any fire hydrant for any purpose whatsoever.

CHAPTER 91

WATER METERS

91.01 Purpose	91.05 Meter Setting
91.02 Water Use Metered	91.06 Meter Costs
91.03 Fire Sprinkler Systems; Exception	91.07 Meter Repairs
91.04 Location of Meters	91.08 Right of Entry

91.01 PURPOSE. The purpose of this chapter is to encourage the conservation of water and facilitate the equitable distribution of charges for water service among customers.

91.02 WATER USE METERED. All water furnished customers shall be measured through meters furnished by the City and installed by the City.

91.03 FIRE SPRINKLER SYSTEMS; EXCEPTION. Fire sprinkler systems may be connected to water mains by direct connection without meters under the direct supervision of the Superintendent. No other open, unmetered connection shall be incorporated in the system, and there shall be no valves except a main control valve at the entrance to the building which must be sealed open.

91.04 LOCATION OF METERS. All meters shall be so located that they are easily accessible to meter readers and repairmen and protected from freezing.

91.05 METER SETTING. The property owner shall provide all necessary piping and fittings for proper setting of the meter including a valve on the discharge side of the meter. Meter pits may be used only upon approval of the Superintendent and shall be of a design and construction approved by the Superintendent.

91.06 METER COSTS. The full cost of any meter larger than that required for a single-family residence shall be paid to the City by the property owner or customer prior to the installation of any such meter by the City, or, at the sole option of the City, the property owner or customer may be required to purchase and install such meter in accordance with requirements established by the City.

91.07 METER REPAIRS. Whenever a water meter owned by the City is found to be out of order the Superintendent shall have it repaired. If it is found that damage to the meter has occurred due to the carelessness or negligence of the customer or property owner, or the meter is not owned by the City, then the property owner shall be liable for the cost of repairs.

91.08 RIGHT OF ENTRY. The Superintendent shall be permitted to enter the premises of any customer at any reasonable time to read, remove, or change a meter.

⇒ Optional Sections:

91.09 METER INSTALLATION FEE. There shall be a fee charged to the property owner for each new installation of a water meter in accordance with the schedule of such fees approved by resolution of the Council.

91.09 METER INSTALLATION FEE. The property owner shall pay an installation fee of \$ _____ for each new installation of a water meter to a ¾-line. Such meter is to remain the property of the City.

91.10 METER TESTING. The Superintendent or any designee shall make a test of the accuracy of any water meter at any time when requested in writing. If it is found that such meter overruns to the extent of five percent or more, the cost of the test shall be paid by the City and a refund shall be made to the customer for overcharges collected since the last known date of accuracy, but not more than five percent of the total water bill and not for a longer period than three months. If the meter is found to be accurate or slow or less than five percent fast, the user shall pay a testing charge of \$25.00.

Good → **91.11 ACCURACY TEST.** The Superintendent shall make a test of the accuracy of any water meter at any time when requested in writing, but not more often than once in six months. Such request shall be accompanied by a refundable deposit of \$5.00, guaranteeing payment of costs if found due. If the meter is found to overrun to the extent of two percent or more, the cost of the test shall be paid by the City and a refund shall be made to the customer for overcharges collected since the last known date of accuracy but not for longer than three months, plus the meter test deposit. If the meter is found to be accurate or slow, or less than two percent fast, the customer deposit shall be forfeited as the reasonable costs of the test, and the customer shall be liable for any deficiency over two percent up to three months.

[The next page is 371]

CHAPTER 92
WATER RATES

92.01 Service Charges
92.02 Rates For Service
92.03 Rates Outside the City
92.04 Billing for Water Service
92.05 Service Discontinued

92.06 Lien for Nonpayment
92.07 Lien Exemption
92.08 Lien Notice
92.09 Customer Deposits
92.10 Temporary Vacancy

92.01 SERVICE CHARGES. Each customer shall pay for water service provided by the City based upon use of water as determined by meters provided for in Chapter 91. Each location, building, premises, or connection shall be considered a separate and distinct customer whether owned or controlled by the same person or not.

(Code of Iowa, Sec. 384.84)

92.02 RATES FOR SERVICE. Water service shall be furnished at the following (monthly/quarterly) rates within the City:

(Code of Iowa, Sec. 384.84)

Gallons Used Per	Rate
First _____	\$ _____ (minimum bill)
Next _____	\$ _____ per 1,000 gallons
Next _____	\$ _____ per 1,000 gallons
Next _____	\$ _____ per 1,000 gallons
Next _____	\$ _____ per 1,000 gallons
All over _____	\$ _____ per 1,000 gallons

92.03 RATES OUTSIDE THE CITY. Water service shall be provided to any customer located outside the corporate limits of the City which the City has agreed to serve at rates _____ percent of the rates provided in Section 92.02. No such customer, however, will be served unless the customer shall have signed a service contract agreeing to be bound by the ordinances, rules, and regulations applying to water service established by the Council.

(Code of Iowa, Sec. 364.4 & 384.84)

⇒ Alternate 1
For Quarterly Billing

92.04 BILLING FOR WATER SERVICE. Water service shall be billed as part of a combined service account, payable in accordance with the following:

(Code of Iowa, Sec. 384.84)

1. Meters Read. Water meters shall be read during the last month of each of the quarters consisting of the following months:

First Quarter – January, February and March

Second Quarter – April, May and June

Third Quarter – July, August and September

Fourth Quarter – October, November and December

2. Bills Issued. The Clerk shall prepare and issue bills for combined service accounts on or before the first day of the month following each quarter.

3. Bills Payable. Bills for combined service accounts shall be due and payable at the office of the Clerk by the 15th of the month following the end of each quarter.

4. Late Payment Penalty. Bills not paid when due shall be considered delinquent. A one-time late payment penalty of 10 percent of the amount due shall be added to each delinquent bill.

⇒ ~~Alternate 2~~
~~Monthly Billing~~



~~**92.04 BILLING FOR WATER SERVICE.** Water service shall be billed as part of a combined service account, payable in accordance with the following:~~

~~*(Code of Iowa, Sec. 384.84)*~~

~~1. Bills Issued. The Clerk shall prepare and issue bills for combined service accounts on or before the _____ day of each month.~~

~~2. Bills Payable. Bills for combined service accounts shall be due and payable at the office of the Clerk by the _____ day of the [same] [following] month.~~

~~3. Late Payment Penalty. Bills not paid when due shall be considered delinquent. A one-time late payment penalty of _____ percent of the amount due shall be added to each delinquent bill.~~

92.05 SERVICE DISCONTINUED. Water service to delinquent customers shall be discontinued or disconnected in accordance with the following:

(Code of Iowa, Sec. 384.84)

1. Notice. The _____ shall notify each delinquent customer that service will be discontinued or disconnected if payment of the combined service account, including late payment charges, is not received by the date specified in the notice of delinquency. Such notice shall be sent by ordinary mail to the customer in whose name the delinquent charges were incurred and shall inform the customer of the nature of the delinquency and afford the customer the opportunity for a hearing prior to the discontinuance or disconnection.

2. Notice to Landlords. If the customer is a tenant, and if the owner or landlord of the property or premises has made a written request for notice, the notice of delinquency shall also be given to the owner or landlord. If the customer is a tenant and requests a change of name for service under the account, such request shall be sent to the owner or landlord of the property if the owner or landlord has made a written request for notice of any change of name for service under the account to the rental property.

3. Hearing. If a hearing is requested [by noon of the day preceding the shut off][†], the _____ shall conduct an informal hearing and shall make a determination as to whether the discontinuance or disconnection is justified. [The customer has the right to appeal the _____'s decision to the Council, and if the Council finds that discontinuance or disconnection is justified, then such discontinuance or disconnection shall be made, unless payment has been received.][‡]

4. Fees. A fee of \$ _____ shall be charged before service is restored to a delinquent customer. No fee shall be charged for the usual or customary trips in the regular changes in occupancies of property.

92.06 LIEN FOR NONPAYMENT. The owner of the premises served and any lessee or tenant thereof shall be jointly and severally liable for water service charges to the premises. Water service charges remaining unpaid and delinquent shall constitute a lien upon the property or premises served and shall be certified by the Clerk to the County Treasurer for collection in the same manner as property taxes.

(Code of Iowa, Sec. 384.84)

92.07 LIEN EXEMPTION.

(Code of Iowa, Sec. 384.84)

1. Water Service Exemption. The lien for nonpayment shall not apply to charges for water service to a residential or commercial rental property where water service is separately metered and the rates or charges for the water service are paid directly to the City by the tenant, if the landlord gives written notice to the City that the property is residential or commercial rental property and that the tenant is liable for the rates or charges. The City may require a deposit not exceeding the usual cost of 90 days of such services to be paid to the City. When the tenant moves from the rental property, the City shall refund the deposit if all service charges are paid in full. The lien exemption does not apply to delinquent charges for repairs related to any of the services.

2. Other Service Exemption. The lien for nonpayment shall also not apply to the charges for any of the services of sewer systems, storm water drainage systems, sewage treatment, solid waste collection, and solid waste disposal for a residential rental property where the charge is paid directly to the City by the tenant, if the landlord gives written notice to the City that the property is residential rental property and that the tenant is liable for the rates or charges for such service. The City may require a deposit not exceeding the usual cost of 90 days of such services to be paid to the City. When the tenant moves from the rental property, the City shall refund the deposit if all service charges are paid in full. The lien exemption does not apply to delinquent charges for repairs related to any of the services.

3. Written Notice. The landlord's written notice shall contain the name of the tenant responsible for charges, the address of the residential or commercial rental

[†] Alternate requirement: [within 10 days after notice of the proposed disconnection,]

[‡] Language in brackets is optional.

property that the tenant is to occupy, and the date that the occupancy begins. Upon receipt, the City shall acknowledge the notice and deposit. A change in tenant for a residential rental property shall require a new written notice to be given to the City within 30 business days of the change in tenant. A change in tenant for a commercial rental property shall require a new written notice to be given to the City within 10 business days of the change in tenant. A change in the ownership of the residential rental property shall require written notice of such change to be given to the City within 30 business days of the completion of the change of ownership. A change in the ownership of the commercial rental property shall require written notice of such change to be given to the City within 10 business days of the completion of the change of ownership.

4. Mobile Homes, Modular Homes, and Manufactured Homes. A lien for nonpayment of utility services described in Subsections 1 and 2 of this section shall not be placed upon a premises that is a mobile home, modular home, or manufactured home if the mobile home, modular home, or manufactured home is owned by a tenant of and located in a mobile home park or manufactured home community and the mobile home park or manufactured home community owner or manager is the account holder, unless the lease agreement specifies that the tenant is responsible for payment of a portion of the rates or charges billed to the account holder.

92.08 LIEN NOTICE. A lien for delinquent water service charges shall not be certified to the County Treasurer unless prior written notice of intent to certify a lien is given to the customer in whose name the delinquent charges were incurred. If the customer is a tenant and if the owner or landlord of the property or premises has made a written request for notice, the notice shall also be given to the owner or landlord. The notice shall be sent to the appropriate persons by ordinary mail not less than 30 days prior to certification of the lien to the County Treasurer.

(Code of Iowa, Sec. 384.84)

92.09 CUSTOMER DEPOSITS. There shall be required from every customer not the owner of the premises served a \$ _____ deposit intended to guarantee the payment of bills for service.

(Code of Iowa, Sec. 384.84)

92.10 TEMPORARY VACANCY. A property owner may request water service be temporarily discontinued and shut off at the curb valve when the property is expected to be vacant for an extended period of time. There shall be a \$ _____ fee collected for shutting the water off at the curb valve and a \$ _____ fee for restoring service. During a period when service is temporarily discontinued as provided herein there shall be no minimum service charge. The City will not drain pipes or pull meters for temporary vacancies.

[The next page is 381]

CITY OF LANSING

WATER SERVICE STANDARDS

INSTALLATION - MATERIALS

- 1 Non commercial water service line Size = minimum 3/4 inch not to exceed 2"
- 2 Water service pipe shall be continuous in length from corp. to curb stop and then from curb stop into building.
- 3 Water Service Line Pipe Material
- A "K" type soft copper tubing
 - B Polyethylene Pipe (PE) shall be 200 PSI rated and meet AWWA C901 class, ASTM D 2239, ASTM D 2737, ASTM D 3035. The pipe shall be blue in color
- 4 All Copper and PE tubing shall meet AWWA standards and NSF/ANSI 61 standards and be for a buried application.
- 5 All PE tubing shall be connected by means that meets the requirements of the pipe manufacturer for a buried application based on a 200 PSI pressure rating. All barbed type connections shall be a heavy duty brass only (sometimes known as RED BRASS). All hose clamps shall be at least 304 grade stainless steel clamp including the hose clamp screw.
- 6 All PE tubing that is used as service line piping shall have a 12 gauge tracer wire installed with the pipe. The tracer wire shall be blue in color. Tracer wire shall be properly connected to the water main or corp. and also be extended and connected inside building. The tracer wire shall be joined together and connected in an approved tracer wire access box to be located next to curb stop box or within one foot toward street side of curb box at ground level. If Kurb T.O.P. style curb box is used tracer wire access box can be omitted.
- 7 All Copper or PE tubing shall be properly sleeved and protected in accordance with manufacture's requirements when extending through any building wall/foundation or floor to at least 12" on the outside of building.
- 8 Water Line Depth = Minimum of 4.5 feet/54" of ground cover shall be maintained throughout the continuous run of the service line.
- 9 Backfill = All water service shall have clean back fill of a sand, or pea gravel type of material of a 3/8" or smaller and the pipe shall be properly bedded as to the manufactures requirements for the type of pipe used and the soil the pipe is installed into. A minimum of 6" below and minimum of 12" above the water service pipe line is required. The backfill material shall be compacted prior to next level of fill.

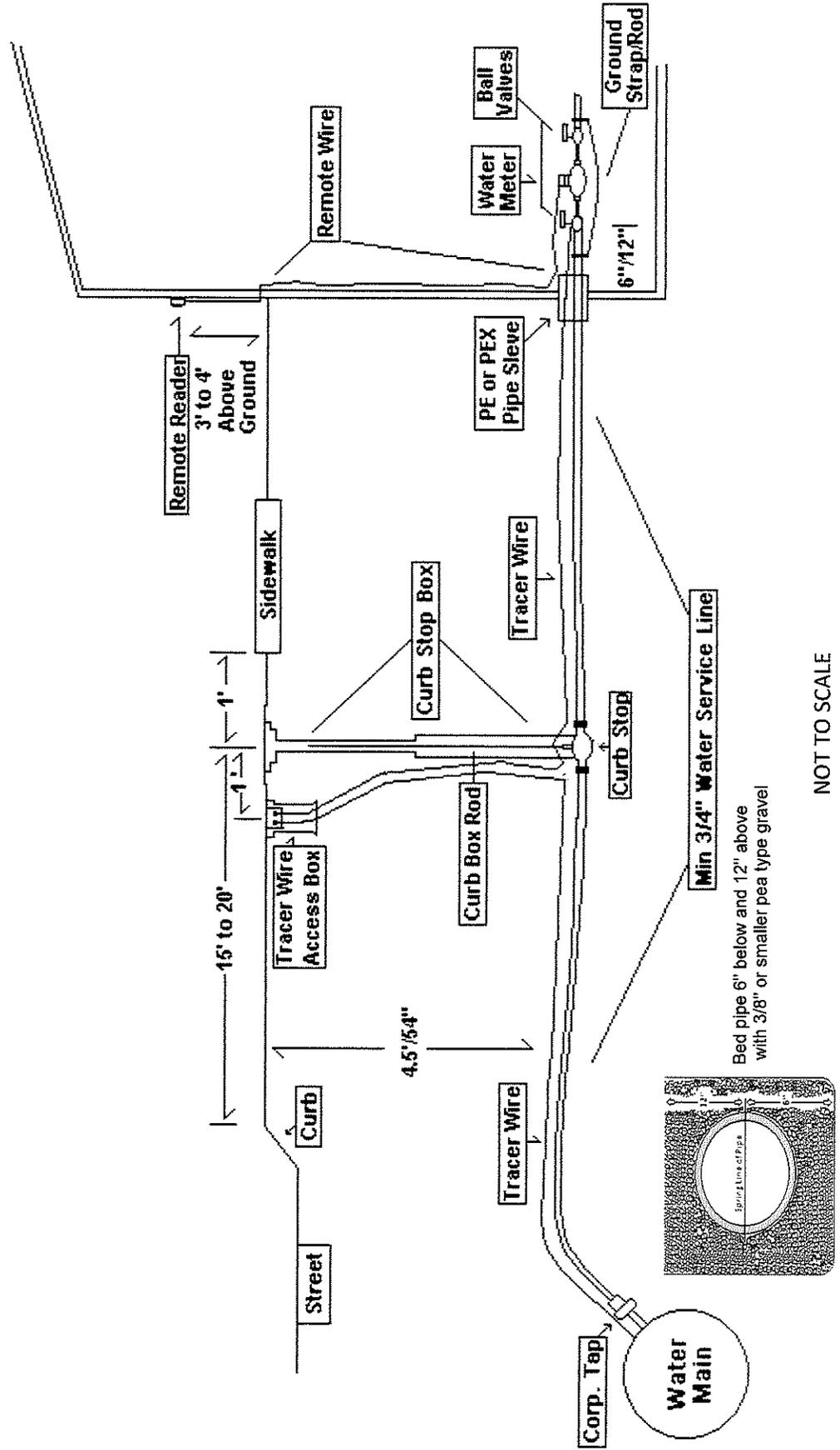
IS
Plastic
approved

- 10 Connection to City Water Main = All water service corp. tapping of $\frac{3}{4}$ " and 1" size shall be done by City water personnel and all cost associated with said tapping shall be the responsibility of the water service owner or approved contractor. A minimum of 48 hour notice shall be provided by contractor to City water department before a non-emergency tapping request. The corporation valve used shall be a Mueller 300 ball brass valve model B-25008 compression CTS OD or equal that is approved by the city water department. NOTE: If using PE or PEX tubing, an approved PE or PEX corp. fitting is required.
- 11 Curb Stop Valve & Box = Shall be a Minneapolis pattern curb stop valve Mueller 300 model 25155 brass ball valve with 110 compression connection CTS or approved equal. The curb box shall be a Mueller Minneapolis pattern H10300 for the appropriate depth with 1 $\frac{1}{4}$ " upper section with AWWA #1 Pentagon plug or KURB T.O.P. model 4 or 5 curb box system or approved equal. KURB T.O.P. system may be required for certain locations. NOTE: If using PE tubing, an approved PE curb stop valve connection is required.
- 12 Curb Box Rod = all non Kurb T.O.P. style boxes shall be required to have a stainless steel rod and cotter pin connected to the curb stop valve. The top of the rod shall be extended up to approximately 12 to 18" from the top of box.
- 13 Curb Stop Valve & Box Location = Shall be placed one foot (1') from sidewalk on street side of property or 15' to 20' from back of curb if no sidewalk is available or will not be installed. The top of the curb box shall be at ground level.
- 14 NOTE: All effort shall be made to not install service lines in or under a driveway. If water service must cross under a driveway the portion of service line under driveway shall be sleeved with SCH 40 PVC pipe extending 5 feet on both sides of driveway. The pipe shall be a minimum 1 $\frac{1}{2}$ " PVC for $\frac{3}{4}$ " and 1" service lines.
- 15 In Building Service Requirements = All service shall extend into the building through the basement wall at least 6" but not to exceed 12" or through the basement floor it should be a minimum of 12" but not to exceed 18" above the floor.
- 16 Building Service Inlet Valve = The first connection to the water service line shall be a line-sized brass $\frac{1}{4}$ turn full port ball valve with a minimum PSI rating 200 or approved brass angle stop valve with a minimum PSI rating of 200. The valves shall have female iron pipe thread to accept inlet meter coupling.

- 17 **Building Water Meter** = An approved water meter shall be installed on all water service lines. The meter shall be housed in an environment as to prevent it from freezing and be easily accessible for maintenance, repair, or replacement. The meter shall be installed in a horizontal position. The meter shall have a remote reading device attached to the meter by means of approved wire connected to the meter head and remote reader. The remote reader shall be placed on the exterior of the building between 3' to 4' above ground and shall be easily accessible to meter readers and shall not be placed in a fenced yard area or behind shrubs as to obscure the view or access of the outside remote device. The 2 meter coupling installed for the meter shall allow spacing between the meter coupling faces for the appropriate size meter to be installed
- 7 1/2 to 8" space for 5/8" and 5/8" x 3/4" meters
9 to 9 1/2" space for 3/4" meters
10 3/4 to 11 1/4" space for 1" meters.
- 18 In buildings where the water service must be vertical an approved meter setter shall be installed to allow horizontal position of meter.
- 19 **Building Water Meter Outlet Valve** = A full line-sized brass 1/4 turn full port ball valve with a minimum 200 PSI rating shall be installed on the outlet side of the water meter just after the outlet meter coupling.
- 20 **Grounding to Water Service Line** = Grounding electrical system to the water service lines is only approved if an approval ground rod and connection from the outlet piping is made to the inlet piping and is permanently installed to allow electrical current to continue to flow through the rod and connecting when the water meter is removed. Otherwise grounding to water service line is prohibited. NOTE: Grounding to PVC, PE or PEX tubing or tracer wire system is prohibited.

CITY OF LANSING WATER SERVICE LINE STANDARDS

The picture below provides a quick review of a new or replaced water service line as per City Ordinances and Standards
 If K copper pipe is used as the service line then tracer wire will not be required.



CHAPTER 95

SANITARY SEWER SYSTEM

95.01 Purpose
95.02 Definitions
95.03 Superintendent
95.04 Prohibited Acts
95.05 Sewer Connection Required

95.06 Service Outside the City
95.07 Right of Entry
95.08 Use of Easements
95.09 Special Penalties

95.01 PURPOSE. The purpose of the chapters of this Code of Ordinances pertaining to Sanitary Sewers is to establish rules and regulations governing the treatment and disposal of sanitary sewage within the City in order to protect the public health, safety, and welfare.

95.02 DEFINITIONS. For use in these chapters, unless the context specifically indicates otherwise, the following terms are defined:

1. "B.O.D." (denoting Biochemical Oxygen Demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20°C, expressed in milligrams per liter or parts per million.
2. "Building drain" means that part of the lowest horizontal piping of a building 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 (one and one-half meters) outside the inner face of the building wall.
3. "Building sewer" means that part of the horizontal piping from the building wall to its connection with the main sewer or the primary treatment portion of an on-site wastewater treatment and disposal system conveying the drainage of one building site.
4. "Combined sewer" means a sewer receiving both surface run-off and sewage.
5. "Customer" means any person responsible for the production of domestic, commercial, or industrial waste that is directly or indirectly discharged into the public sewer system.
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. "Industrial wastes" means the liquid wastes from industrial manufacturing processes, trade, or business as distinct from sanitary sewage.
8. "Inspector" means the person duly authorized by the Council to inspect and approve the installation of building sewers and their connections to the public sewer system; and to inspect such sewage as may be discharged therefrom.
9. "Natural outlet" means any outlet into a watercourse, pond, ditch, lake, or other body of surface or groundwater.
10. "On-site wastewater treatment and disposal system" means all equipment and devices necessary for proper conduction, collection, storage, treatment, and disposal of wastewater from four or fewer dwelling units or other facilities serving the equivalent of 15 persons (1,500 gpd) or less.

11. "pH" means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.
12. "Public sewer" means a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.
13. "Sanitary sewage" means sewage discharging from the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, factories, or institutions, and free from storm, surface water, and industrial waste.
14. "Sanitary sewer" means a sewer that carries sewage and to which storm, surface, and ground waters are not intentionally admitted.
15. "Sewage" means a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface, and storm waters as may be present.
16. "Sewage treatment plant" means any arrangement of devices and structures used for treating sewage.
17. "Sewage works" or "sewage system" means all facilities for collecting, pumping, treating, and disposing of sewage.
18. "Sewer" means a pipe or conduit for carrying sewage.
19. "Sewer service charges" means any and all charges, rates or fees levied against and payable by customers, as consideration for the servicing of said customers by said sewer system.
20. "Slug" means any discharge of water, sewage, or industrial waste that in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than 15 minutes more than five times the average 24-hour concentration or flows during normal operation.
21. "Storm drain" or "storm sewer" means a sewer that carries storm and surface waters and drainage but excludes sewage and industrial wastes, other than unpolluted cooling water.
22. "Superintendent" means the Superintendent of sewage works and/or of water pollution control of the City or any authorized deputy, agent, or representative.
23. "Suspended solids" means solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and that are removable by laboratory filtering.
24. "Watercourse" means a channel in which a flow of water occurs, either continuously or intermittently.

95.03 SUPERINTENDENT. The Superintendent shall exercise the following powers and duties:

(Code of Iowa, Sec. 372.13[4])

1. Operation and Maintenance. Operate and maintain the City sewage system.
2. Inspection and Tests. Conduct necessary inspections and tests to assure compliance with the provisions of these Sanitary Sewer chapters.
3. Records. Maintain a complete and accurate record of all sewers, sewage connections, and manholes constructed showing the location and grades thereof.

95.04 PROHIBITED ACTS. No person shall do, or allow, any of the following:

1. **Damage Sewer System.** Maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment that is a part of the sewer system.

(Code of Iowa, Sec. 716.1)

2. **Surface Run-Off or Groundwater.** Connect a roof downspout, sump pump, exterior foundation drain, areaway drain, or other source of surface run-off or groundwater to a building sewer or building drain that is connected directly or indirectly to a public sanitary sewer.

← sump pump

3. **Manholes.** Open or enter any manhole of the sewer system, except by authority of the **Superintendent.**

4. **Objectionable Wastes.** Place or deposit 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.

5. **Septic Tanks.** Construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage except as provided in these chapters.

(Code of Iowa, Sec. 364.12[3f])

6. **Untreated Discharge.** Discharge to any natural outlet within the City, or in any area under its jurisdiction, any sanitary sewage, industrial wastes, or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of these chapters.

(Code of Iowa, Sec. 364.12[3f])

95.05 SEWER CONNECTION REQUIRED. The owners of any 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, are hereby required to install, at such owner's expense, suitable toilet facilities therein and a building sewer connecting such facilities directly with the proper public sewer, and to maintain the same all in accordance with the provisions of these Sanitary Sewer chapters, such compliance to be completed within 60 days after date of official notice from the City to do so provided that said public sewer is located within 200 feet of the property line of such owner and is of such design as to receive and convey by gravity such sewage as may be conveyed to it. Billing for sanitary sewer service will begin the date of official notice to connect to the public sewer.

(Code of Iowa, Sec. 364.12[3f])

(567 IAC 69.1[3])

Insert -
new
(Construction) →

95.06 SERVICE OUTSIDE THE CITY. The owners of property outside the corporate limits of the City so situated that it may be served by the City sewer system may apply to the Council for permission to connect to the public sewer upon the terms and conditions stipulated by resolution of the Council.

(Code of Iowa, Sec. 364.4[2 & 3])

Good
"Rayman" →

95.07 RIGHT OF ENTRY. 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 these Sanitary Sewer chapters. The **Superintendent** or 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.

^a
95.08 USE OF EASEMENTS. 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 said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

¹⁰
95.09 SPECIAL PENALTIES. The following special penalty provisions shall apply to violations of these Sanitary Sewer chapters:

1. Notice of Violation. Any person found to be violating any provision of these chapters except Subsections 1, 3, and 4 of Section 95.04, 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.
2. Continuing Violations. Any person who shall continue any violation beyond the time limit provided for in Subsection 1 hereof shall be in violation of this Code of Ordinances. Each day in which any such violation shall continue shall be deemed a separate offense.
3. Liability Imposed. Any person violating any of the provisions of these chapters shall become liable to the City for any expense, loss, or damage occasioned the City by reason of such violation.

Discussion:
Allow plastic
water service lines?
(if so, require
tracer wires?)

CHAPTER 96

BUILDING SEWERS AND CONNECTIONS

- 96.01 Permit
- 96.02 Permit Fee and Connection Charge
- 96.03 Plumber Required
- 96.04 Excavations
- 96.05 Connection Requirements

- 96.06 Interceptors Required
- 96.07 Sewer Tap
- 96.08 Inspection Required
- 96.09 Property Owner's Responsibility
- 96.10 Abatement of Violations

96.01 PERMIT. No unauthorized person shall uncover, make any connection with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the City. The application for the permit shall set forth the location and description of the property to be connected with the sewer system and the purpose for which the sewer is to be used, and shall be supplemented by any plans, specifications, or other information considered pertinent. The permit shall require the owner to complete construction and connection of the building sewer to the public sewer within 60 days after the issuance of the permit, except that when a property owner makes sufficient showing that due to conditions beyond the owner's control or peculiar hardship, such time period is inequitable or unfair, an extension of time within which to comply with the provisions herein may be granted. Any sewer connection permit may be revoked at any time for a violation of these chapters.

⇒ Alternate 1
Fee for Permit Only

96.02 PERMIT FEE. The person who makes the application shall pay a fee in the amount of \$ _____ to the Clerk to cover the cost of issuing the permit and supervising, regulating, and inspecting the work.

⇒ Alternate 2
Fee for Permit and Connection Charge

96.02 PERMIT FEE AND CONNECTION CHARGE. The person who makes the application shall pay a fee in the amount of \$ _____ to the Clerk to cover the cost of issuing the permit and supervising, regulating, and inspecting the work. In addition, there shall be a connection charge in the amount of \$ _____ paid to reimburse the City for costs borne by the City in making sewer service available to the property served.

96.03 PLUMBER REQUIRED. All installations of building sewers and connections to the public sewer shall be made by a State-licensed plumber.

96.04 EXCAVATIONS. All trench work, excavation, and backfilling required for the installation of a building sewer shall be performed in accordance with the provisions of the *State Plumbing Code* and the provisions of Chapter 135 of this Code of Ordinances.

96.05 CONNECTION REQUIREMENTS. Any connection with a public sanitary sewer must be made under the direct supervision of the _____ and in accordance with the following:

1. Old Building Sewers. Old building sewers may be used in connection with new buildings only when they are found, on examination and test conducted by the owner and observed by the **Superintendent**, to meet all requirements of this chapter.
2. Separate Building Sewers. A separate and independent building sewer shall be provided for every occupied 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. In such cases the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.
3. Installation. The installation and connection of the building sewer to the public sewer shall conform to the requirements of the *State Plumbing Code* and applicable rules and regulations of the City. 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.
4. Water Lines. When possible, building sewers should be laid at least 10 feet horizontally from a water service. The horizontal separation may be less, provided the water service line is located at one side and at least 12 inches above the top of the building sewer.
5. Size. Building sewers shall be sized for the peak expected sewage flow from the building with a minimum building sewer size of four inches.
6. Alignment and Grade. All building sewers shall be laid to a straight line to meet the following:
 - A. Recommended grade at one-fourth inch per foot.
 - B. Minimum grade of one-eighth inch per foot.
 - C. Minimum velocity of two feet per second with the sewer half full.
 - D. Any deviation in alignment or grade shall be made only with the written approval of the Superintendent and shall be made only with approved fittings.
7. Depth. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. The depth of cover above the sewer shall be sufficient to afford protection from frost.
8. Sewage Lifts. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such drain shall be lifted by approved artificial means and discharged to the building sewer.
9. Pipe Specifications. Building sewer pipe shall be free from flaws, splits, or breaks. Materials shall be as specified in the *State Plumbing Code* except that the building sewer pipe, from the property line to the public sewer, shall comply with the current edition of one of the following:
 - A. Clay sewer pipe – A.S.T.M. C-700 (extra strength).
 - B. Extra heavy cast iron soil pipe – A.S.T.M. A-74.
 - C. Ductile iron water pipe – A.W.W.A. C-151.
 - D. P.V.C. – SDR26 – A.S.T.M. D-3034.
10. Bearing Walls. No building sewer shall be laid parallel to or within three feet of any bearing wall that might thereby be weakened.

11. Jointing. Fittings, type of joint and jointing material shall be compatible with the type of pipe used, subject to the approval of the Superintendent. Solvent-welded joints are not permitted.

12. Unstable Soil. No sewer connection shall be laid so that it is exposed when crossing any watercourse. Where an old watercourse must of necessity be crossed or where there is any danger of undermining or settlement, cast iron soil pipe or vitrified clay sewer pipe thoroughly encased in concrete shall be required for such crossings. Such encasement shall extend at least six inches on all sides of the pipe. The cast iron pipe or encased clay pipe shall rest on firm, solid material at either end.

13. Preparation of Basement or Crawl Space. No connection for any residence, business or other structure with any sanitary sewer shall be made unless the basement floor is poured, or in the case of a building with a slab or crawl space, unless the ground floor is installed with the area adjacent to the foundation of such building cleared of debris and backfilled. The backfill shall be well compacted and graded so that the drainage is away from the foundation. Prior to the time the basement floor is poured, or the first floor is installed in buildings without basements, the sewer shall be plugged and the plug shall be sealed by the Superintendent. Any accumulation of water in any excavation or basement during construction and prior to connection to the sanitary sewer shall be removed by means other than draining into the sanitary sewer.

96.06 INTERCEPTORS REQUIRED. Grease, oil, sludge, and sand interceptors shall be provided by gas and service stations, convenience stores, car washes, garages, and other facilities when, in the opinion of the Superintendent, they are necessary for the proper handling of such wastes that contain grease in excessive amounts or any flammable waste, sand, or other harmful ingredients. Such interceptors shall not be required for private living quarters or dwelling units. When required, such interceptors shall be installed in accordance with the following:

1. Design and Location. All interceptors shall be of a type and capacity as specified in the *State Plumbing Code*, to be approved by the Superintendent, and shall be located so as to be readily and easily accessible for cleaning and inspection.
2. Construction Standards. The interceptors shall be constructed of impervious material capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight and equipped with easily removable covers that shall be gastight and watertight.
3. Maintenance. All such interceptors shall be maintained by the owner at the owner's expense and shall be kept in continuously efficient operations at all times.

96.07 SEWER TAP. Connection of the building sewer into the public sewer shall be made at the "Y" branch, if such branch is available at a suitable location. If no properly located "Y" branch is available, a saddle "Y" shall be installed at the location specified by the Superintendent. The public sewer shall be tapped with a tapping machine and a saddle appropriate to the type of public sewer shall be glued or attached with a gasket and stainless steel clamps to the sewer. At no time shall a building sewer be constructed so as to enter a manhole unless special written permission is received from the Superintendent and in accordance with the Superintendent's direction if such connection is approved.

96.08 INSPECTION REQUIRED. All connections with the sanitary sewer system before being covered shall be inspected and approved, in writing, by the Superintendent. As soon as all pipe work from the public sewer to inside the building has been completed, and before any

backfilling is done, the Superintendent shall be notified and the Superintendent shall inspect and test the work as to workmanship and material; no sewer pipe laid underground shall be covered or trenches filled until after the sewer has been so inspected and approved. If the Superintendent refuses to approve the work, the plumber or owner must proceed immediately to correct the work.

96.09 PROPERTY OWNER'S RESPONSIBILITY. All costs and expenses incident to the installation, connection, and maintenance 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 indirectly be occasioned by the installation of the building sewer.

96.10 ABATEMENT OF VIOLATIONS. Construction or maintenance of building sewer lines, whether located upon the private property of any owner or in the public right-of-way, which construction or maintenance is in violation of any of the requirements of this chapter, shall be corrected, at the owner's expense, within 30 days after date of official notice from the Council of such violation. If not made within such time, the Council shall, in addition to the other penalties herein provided, have the right to finish and correct the work and assess the cost thereof to the property owner. Such assessment shall be collected with and in the same manner as general property taxes.

(Code of Iowa, Sec. 364.12[3])

CHAPTER 97

USE OF PUBLIC SEWERS

97.01 Storm Water

97.02 Surface Waters Exception

97.03 Prohibited Discharges

97.04 Restricted Discharges

97.05 Restricted Discharges; Powers of Superintendent

97.06 Special Facilities

97.07 Control Manholes

97.08 Testing of Wastes

97.01 STORM WATER. No person shall discharge or cause to be discharged any storm water, surface water, groundwater, roof run-off, sub-surface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer. Storm water and all other unpolluted drainage shall be discharged to such sewers that 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.

97.02 SURFACE WATERS EXCEPTION. Special permits for discharging surface waters to a public sanitary sewer may be issued by the Council upon recommendation of the **Superintendent** where such discharge is deemed necessary or advisable for purposes of flushing, but any permit so issued shall be subject to revocation at any time when deemed to be in the best interests of the sewer system.

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

1. **Flammable or Explosive Material.** Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.
2. **Toxic or Poisonous Materials.** 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 (CN) in excess of two milligrams per liter as CN in the wastes as discharged to the public sewer.
3. **Corrosive Wastes.** 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.
4. **Solid or Viscous Substances.** 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.
5. **Excessive B.O.D., Solids or Flow.**
 - A. Any waters or wastes: (i) having a five-day biochemical oxygen demand greater than 300 parts per million by weight; or (ii) containing more

than 350 parts per million by weight of suspended solids; or (iii) 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.

B. Where necessary in the opinion of the Superintendent, the owner shall provide, at the owner's expense, such preliminary treatment as may be necessary to: (i) reduce the biochemical oxygen demand to 300 parts per million by weight; or (ii) reduce the suspended solids to 350 parts per million by weight; or (iii) 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 said approvals are obtained in writing.

97.04 RESTRICTED DISCHARGES. 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 an 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 restricted are:

1. High Temperature. Any liquid or vapor having a temperature higher than 150°F (65°C).
2. Fat, Oil, Grease. Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of 100 milligrams per liter or 600 milligrams per liter of dispersed or other soluble matter.
3. Viscous Substances. Water or wastes containing substances that may solidify or become viscous at temperatures between 32°F and 150°F (0°C to 65°C).
4. Garbage. Any garbage that has not been properly shredded, that is, 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 in any dimension.
5. Acids. Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solution whether neutralized or not.
6. Toxic or Objectionable Wastes. 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.
7. Odor or Taste. Any waters or wastes containing phenols or other taste or odor producing substances, in such concentrations exceeding limits that may be established by the Superintendent as necessary, after treatment of the composite sewage, to meet the requirements of State, federal, or other public agencies of jurisdiction for such discharge to the receiving waters.

8. Radioactive Wastes. 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.
9. Excess Alkalinity. Any waters or wastes having a pH in excess of 9.5.
10. Unusual Wastes. Materials that exert or cause:
 - A. 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).
 - B. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
 - C. Unusual B.O.D., chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.
 - D. Unusual volume of flow or concentration of wastes constituting "slugs" as defined herein.
11. Noxious or Malodorous Gases. Any noxious or malodorous gas or other substance that, either singly or by interaction with other wastes, is capable of creating a public nuisance or hazard to life or of preventing entry into sewers for their maintenance and repair.
12. Damaging Substances. Any waters, wastes, materials, or substances that react with water or wastes in the sewer system to release noxious gases, develop color of undesirable intensity, form suspended solids in objectionable concentration, or create any other condition deleterious to structures and treatment processes.
13. Untreatable Wastes. Waters or wastes containing substances that 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.

97.05 RESTRICTED DISCHARGES; POWERS OF SUPERINTENDENT. 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 97.04 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:

1. Rejection. Reject the wastes by requiring disconnection from the public sewage system;
2. Pretreatment. Require pretreatment to an acceptable condition for discharge to the public sewers;
3. Controls Imposed. Require control over the quantities and rates of discharge; and/or
4. Special Charges. 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 Chapter 99.

97.06 SPECIAL FACILITIES. 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. 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 the owner's expense.

97.07 CONTROL MANHOLES. 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 the owner's expense, and shall be maintained by the owner so as to be safe and accessible at all times.

97.08 TESTING OF WASTES. 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 said 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 24-hour composite of all outfalls of a premises is appropriate or whether a grab sample or samples should be taken. Normally, but not always, B.O.D. and suspended solids analyses are obtained from 24-hour composites of all outfalls whereas pH's are determined from periodic grab samples).

Jack stop?

CHAPTER 98

ON-SITE WASTEWATER SYSTEMS

98.01 When Prohibited
98.02 When Required
98.03 Compliance with Regulations
98.04 Permit Required
98.05 Discharge Restrictions

98.06 Maintenance of System
98.07 Systems Abandoned
98.08 Disposal of Septage
98.09 Minimum Lot Area

98.01 WHEN PROHIBITED. Except as otherwise provided in this chapter, it is unlawful to construct or maintain any on-site wastewater treatment and disposal system or other facility intended or used for the disposal of sewage.

(Code of Iowa, Sec. 364.12[3f])

98.02 WHEN REQUIRED. When a public sanitary sewer is not available under the provisions of Section 95.05, every building wherein persons reside, congregate or are employed shall be provided with an approved on-site wastewater treatment and disposal system complying with the provisions of this chapter.

(567 IAC 69.1[3])

98.03 COMPLIANCE WITH REGULATIONS. The type, capacity, location, and layout of a private on-site wastewater treatment and disposal system shall comply with the specifications and requirements set forth by the Iowa Administrative Code 567, Chapter 69, and with such additional requirements as are prescribed by the regulations of the County Board of Health.

(567 IAC 69.1[3 and 4])

98.04 PERMIT REQUIRED. No person shall install or alter an on-site wastewater treatment and disposal system without first obtaining a permit from the County Board of Health.

98.05 DISCHARGE RESTRICTIONS. It is unlawful to discharge any wastewater from an on-site wastewater treatment and disposal system (except under an NPDES permit) to any ditch, stream, pond, lake, natural or artificial waterway, drain tile, or to the surface of the ground.

(567 IAC 69.1[3])

98.06 MAINTENANCE OF SYSTEM. The owner of an on-site wastewater treatment and disposal system shall operate and maintain the system in a sanitary manner at all times and at no expense to the City.

98.07 SYSTEMS ABANDONED. At such time as a public sewer becomes available to a property served by an on-site wastewater treatment and disposal system, as provided in Section 95.05, a direct connection shall be made to the public sewer in compliance with these Sanitary Sewer chapters and the on-site wastewater treatment and disposal system shall be abandoned and filled with suitable material.

(Code of Iowa, Sec. 364.12[3f])

98.08 DISPOSAL OF SEPTAGE. No person shall dispose of septage from an on-site treatment system at any location except an approved disposal site.

⇒ Optional Section:

98.09 MINIMUM LOT AREA. No permit shall be issued for any on-site wastewater treatment and disposal system employing sub-surface soil absorption facilities where the area of the lot is less than _____ square feet.

CHAPTER 99

SEWER SERVICE CHARGES

99.01 Sewer Service Charges Required
99.02 Special Rates
99.03 Private Water Systems
99.04 Payment of Bills

99.05 Lien for Nonpayment
99.06 Deposit
99.07 Special Agreements Permitted

=> Alternate 1

99.01 SEWER SERVICE CHARGES REQUIRED. Every customer shall pay to the City sewer service charges in the amount of _____ percent of the bill for water and water service attributable to the customer for the property served, but in no event less than \$ _____ dollars per _____.

(Code of Iowa, Sec. 384.84)

=> Alternate 2

99.01 SEWER SERVICE CHARGES REQUIRED. Each customer shall pay sewer service charges for the use of and for the service supplied by the municipal sanitary sewer system based upon the amount of water consumed as follows:

(Code of Iowa, Sec. 384.84)

- 1. First _____ gallons or lesser amount per _____ @ \$ _____ per _____ gallons.
2. Next _____ gallons or lesser amount per _____ @ \$ _____ per _____ gallons.

In no case shall the minimum service charge be less than \$ _____ per _____, which is necessary to retire the indebtedness, operating and maintenance, and reserve necessary for maintaining the sanitary sewer facility.

99.02 SPECIAL RATES. Where, in the judgment of the _____ and the Council, special conditions exist to the extent that the application of the sewer charges provided in Section 99.01 would be inequitable or unfair to either the City or the customer, a special rate shall be proposed by the _____ and submitted to the Council for approval by resolution.

(Code of Iowa, Sec. 384.84)

99.03 PRIVATE WATER SYSTEMS. Customers whose premises are served by a private water system shall pay sewer charges based upon the water used as determined by the City either by an estimate agreed to by the customer or by metering the water system at the customer's expense. Any negotiated or agreed-upon sales or charges shall be subject to approval of the Council.

(Code of Iowa, Sec. 384.84)

99.04 PAYMENT OF BILLS. All sewer service charges are due and payable under the same terms and conditions provided for payment of a combined service account as contained in Section 92.04 of this Code of Ordinances. Sewer service may be discontinued or disconnected in accordance with the provisions

contained in Section 92.05 if the combined service account becomes delinquent, and the provisions contained in Section 92.08 relating to lien notices shall also apply in the event of a delinquent account.

99.05 LIEN FOR NONPAYMENT. Except as provided for in Section 92.07 of this Code of Ordinances, the owner of the premises served and any lessee or tenant thereof shall be jointly and severally liable for sewer service charges to the premises. Sewer service charges remaining unpaid and delinquent shall constitute a lien upon the property or premises served and shall be certified by the Clerk to the County Treasurer for collection in the same manner as property taxes.

(Code of Iowa, Sec. 384.84)

99.06 DEPOSIT. There shall be required from every customer not the owner of the premises served a \$(13.08.030 \$45) (13.16.120 says \$50 and \$65) deposit intended to guarantee the payment of bills for service.

(Code of Iowa, Sec. 384.84)

99.07 SPECIAL AGREEMENTS PERMITTED. No statement in these chapters shall be construed as preventing a special agreement, arrangement, or contract between the Council, and any industrial concern whereby an industrial waste of unusual strength or character may be accepted subject to special conditions, rate, and cost as established by the Council.

CITY OF LANSING

Sewer Service Standards

INSTALLATION - MATERIALS

- 1 Sewer Service Line Size = minimum of 4" as required by State of IA. law and the UPC code.
- 2 Sewer Service Line Pipe Material.
 - A PVC SDR 26 ASTM D 3034 (PS 115), gasketed joints
 - B PVC schedule 40
 - C or other approved piping material.
- 3 No more than one sewer service per building/residential house shall be allowed and all services shall connect to City sewer main. Some installations such as for multi-dwelling units and commercial buildings may be allowed to have one sewer service from building to sewer main.
- 4 No other connection shall be made to the sewer service as to allow other drains such as footing, roof, driveway, or other types of surface or subsurface drains to be attached to the sewer service.
- 5 Backfill = All sewer service shall have clean back fill of a sand, or pea gravel type of material of a 3/8" or smaller and the pipe shall be properly bedded as to the manufactures requirements for the type of pipe used and the soil the pipe is installed into. A minimum of 6" below and minimum of 12" above the sewer service pipe line is required. The backfill material shall be compacted prior to next level of fill.
- 6 Connection to City Sewer Main = All sewer service tapping and all cost associated with said tapping shall be the responsibility of the sewer service owner or approved installer. The installer/owner is responsible for providing an approved tapping hole or cut in tee or wye into the City sewer main. All taps or cut ins will be positioned at the 10:00 or 2:00 position onto the City sewer main. No top position taps will be allowed. Only approved sewer tapping saddles will be allowed to connect a sewer service line to a City sewer main. Approved tapping saddles are the ROMAC CB or DFW sewer saddle. All tapping saddles shall be installed in accordance with the manufacturer's and/or City's specification and installation requirements.
- 7 All sewer services shall be installed on a grade of 1/4" per foot of fall towards the sewer main. 1/8" per foot of fall may be accepted as conditions of the installation may warrant and must be approved by the City.
- 8 Outside clean out/accesses are required in the sewer service installations. The clean out shall be located 3 to 15 feet from the building exterior edge on main sewer service line leading to the City main. A minimum of 4" is required for all clean out piping and fittings. The clean out top shall be at ground level and shall have a water tight cap to prevent surface water intrusion or infiltration.
- 9 Sewer service lines of 100 foot or longer from the building edge to the City main shall be required to have a 2nd clean out access positioned approximately half way in the length of the service line to allow for proper access to cleaning out stoppages.

New Construction
Add to (95.06)

- 10 Any clean out top access, placed in a hard surface area shall require the access to be covered with an approved cast iron style protective box. The Geneco clean out cast iron covers for paved areas manufactured by General Engineering Company or the Valvco locking sewer clean out cover manufactured by Valvco Inc. are approved. Other types of metal or cast iron covers may also be approved upon request
- 11 Use of coupling or adjustment coupling may be used and shall be a FERNCO style non shear type of coupling with stainless steel bands. All changes in pipe size or type (example from clay to plastic or 4" to 6") shall require the use of approved transition coupling or eccentric coupling as to provide for a uniform, even flow line. All coupling shall be installed by the manufacturer/City specifications or requirements.

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