

Agenda
City of Elk Run Heights
Regular Council Meeting
October 12, 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 October 12, 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 September 14, 2021 regular meeting minutes, September 17, 2021 special meeting minutes, and October 5, 2021 special meeting minutes
 - b. City Clerk's Reports as of September 30, 2021: Budget Report, Treasurer's Report, Revenue Report, and Investment Report
 - c. Approval of Building Inspection, PeopleService Sewer/Water, and Police Reports
 - d. Liquor License Renewal:
 - i. Road Ranger #144 – BC0029120 – Effective 10/31/21
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 4007 authorizing the payment of bills and transfers
 - b. Resolution 4008 approving change order #1 for Mayor's Park Project
 - c. Resolution 4009 entering into contract with the City of Dunkerton for Library Services
 - d. Resolution 4010 a resolution of the City Council of the City of Elk Run Heights, Iowa, authorizing payment #4 to WRH, Inc. in the amount of \$165,222.51 for the Wastewater Treatment Plant Project
7. Motion to approve Public Works job description
8. Motion to approve trick or treating on October 31st from the hours of 5:30-7:30
9. Motion to approve the acceptance of the Land and Water Conservation grant from the Iowa Department of Natural Resources for the Mayor's Park Enhancements and authorize the Mayor to sign project agreement #19-01351
10. Request to allow Willett Hoffman to prepare plans for the Dubuque Road repairs by Town and Country
11. 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.*
12. Mayors/Council/Engineer Report
13. Adjournment

City of Elk Run Heights
Regular Council Meeting
Located at Eddis Winstead Council Chambers
September 14, 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 –Wilson, Bass, Sallis, Smock, Ratchford. Quorum present

Ratchford/Wilson to approve of the September 14, 2021 Agenda. Ayes-five. Motion carried.

Ratchford/Bass to approve Consent Agenda *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. Ayes-five. Motion carried.

Ratchford/Smock to approve the Resolution Calendar with resolution 4003 being tabled *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. Roll call vote. Ayes-five.

Discussion: ISEP, Iowa Safety Education Program. City Clerk Julie Eastman explained that INRCOG is no longer doing the safety training, and they are recommending this program. Eastman also explained that the City is required to have this, they will do the presentation(s) at the City Hall and there is zero cost to switch.

Ratchford/Smock to approve 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. Roll call vote. Ayes-five.

Ratchford/Sallis to approve request from Mayor to sign water utility vendor agreement for low-income household water assistance program. Mayor Kristi Lundy explained it is Operation Threshold, they will help pay resident's utilities in time of need. The agreement allows them to pay the City. Ayes-five. Motion carried.

Ratchford/Bass to approve request from PeopleService, Inc. to purchase a replacement hydromantic impeller for the Sutton Lift Station from Electric Pump in an amount not to exceed \$2,456.00. Jordan Cooper from PeopleServices explained that the pumps were inspected this year and the impeller is completely gone. There is money in the budget for a new pump, but it does not need one so the funds could be used for the impeller. Ayes-five. Motion carried.

Ratchford/Sallis to approve 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. Jordan Cooper with PeopleServices explained that there are probes that they can purchase that hook up to the lines to give him real time notifications of issues happening with the pumps. This will transfer to the new plant with more available options to gather real time information/data. Ayes-five. Motion carried.

Ratchford/Wilson to approve 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. Ayes-five. Motion carried.

Ratchford/Smock to approve 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. City Clerk Julie Eastman explained this was low bid, money is in the budget, and they appear motivated to get it done this year. Ayes-five. Motion carried.

Ratchford/Smock to approve 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. Ayes-five. Motion carried.

Wilson/Ratchford to approve 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. Councilor Lisa Smock explained the grant is for the restroom/shelter. While the City has budgeted the "matched amount" she felt it best to see if BHC Gaming would be willing to pay for a portion. Ayes-five. Motion carried.

Review Insurance Policy: it was agreed to keep the same policy.

Discussion: Box Elder Tree at Shirley Park. It was agreed to call around for an appropriate solution to the excessive amount of Boxelder Bugs in the area.

Discussion: Multi-family homes, billing proceeds for utilities. City Clerk Eastman explained there are two duplexes in town that are only receiving one utility bill instead of two per location. After discussion it was agreed to start billing each unit individually.

Discussion: Selling wood from trees in Mayor's Park to the Amish, everyone agreed it was good idea.

Discussion: Speed camera's; Councilor Tim Ratchford has phones calls out to see if there fiberoptics in the area as this is a stipulation for the cameras. Councilor Lisa Smock took time out of her day to investigate Lafayette and McCoy Rd. She agreed that the area could use one. Eastman encouraged Ratchford to find out for sure if there are fiberoptics in the area and to bring actual numbers to the table so she can start connecting with Evansdale Police about the cameras. A resident agreed that Gilbertville was unsafe to walk and looks forward to seeing Gilbertville Rd be reconstructed. It was an agreed to come back in October to discuss.

Public discussion: non-agenda items: None

Mayors/Council/Engineer Report:

Update on costs for Mayor's Park Trail Project: Mike Dryden the City Engineer presented an updated map of changes. They will be removing the 2nd diamond which is where the pollination garden will go. Dryden continued to review what was removed from the plans to get the cost down. He stated that the project will start next year and with approval of the changes he will submit it to the DOT to get things rolling.

Codification topics: The water portion of the Elk Run Heights Code of Ordinances were discussed. Council agreed to set up a workshop on October 5 at 5:30 p.m. to complete the sewer portion of the code.

Ratchford/Bass to adjourn at 7:52 p.m. Ayes-five. Motion carried.

Attest:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

City of Elk Run Heights
Special Council Meeting
Located at Eddis Winstead Council Chambers
September 17, 2021 – 3:30 p.m.

Mayor Pro Tem Lisa Smock called the meeting to order at 3:32 pm. All present recited the Pledge of Allegiance. Roll call of Council Members: Present –Sallis, Smock, Ratchford by phone, Wilson by phone. Absent – Bass. Quorum present.

Sallis/Wilson to approve of the September 17, 2021 Agenda. Ayes-four. Motion carried.

Council to enter into closed session pursuant to Code section 21.5 (1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to the individual 's reputation and that individual requests a closed session. The employee who requested a closed session is not present, therefore no closed session took place.

Take action following closed session regarding employment. The Council received a letter of resignation from employee Wade Jacobs. Wilson/Smock to accept the letter of resignation. Ayes-four. Motion carried.

Wilson/Ratchford to adjourn at 3:34 p.m. Ayes-three. Motion carried.

Attest:

Lisa Smock, Mayor Pro Tem

Julie Eastman, City Clerk

City of Elk Run Heights
Special Council Meeting
Located at Eddis Winstead Council Chambers
October 5, 2021 – 5:30 p.m.

Mayor Lundy called the meeting to order at 5:30 pm. All present recited the Pledge of Allegiance. Roll call of Council Members: Present –Sallis, Smock, Wilson, and Bass. Absent – Ratchford. Quorum present.

Wilson/Sallis to approve of the October 5, 2021 Agenda. Ayes-four. Motion carried.

Discussion: Posting Public Works position: Councilor Smock stated there is no rush, adding there was a lot accomplished this summer. But by starting to look over the job description now leaves time to make sure we find the right employee. City Clerk Eastman stated the Building Inspector portion of the job description will be removed. Eastman stated that some small communities' contract with the County for building inspection. Mayor Lundy expressed she would like to see the City continue to have its own Building Inspector. Smock stated to leave the code enforcement portion on the job description and see how things go with the option of building inspection, stating if we have the right employee, they may be willing to take this on. Councilor Wilson mentioned that it is very costly to have someone certified to do building inspection and stating it brings its own liabilities to the city. Councilor Bass mentioned he was under the impression that the city was getting someone hired early so that they could spend a year getting qualified for that position. The Clerk was asked to review the job description and bring back to council.

Codification topics: The water and sewer portions of the Elk Run Heights Code of Ordinances were discussed.

Sallis/Smock to adjourn at 6:40 p.m. Ayes-four. Motion carried.

Attest:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

BUDGET REPORT
CALENDAR 9/2021, FISCAL 3/2022

PCT OF FISCAL YTD 25.0%

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	630.00	3,976.60	63.37	2,298.40
	FIRE TOTAL	40,170.00	.00	9,731.87	24.23	30,438.13
	BUILDING INSPECTIONS TOTAL	21,997.00	793.17	4,096.44	18.62	17,900.56
	ANIMAL CONTROL TOTAL	2,359.00	.00	2,284.00	96.82	75.00
	OTHER PUBLIC SAFETY TOTAL	1,300.00	121.18	383.07	29.47	916.93
	PUBLIC SAFETY TOTAL	121,548.00	1,544.35	32,833.73	27.01	88,714.27
	ROADS, BRIDGES, SIDEWALKS TOTA	119,829.00	8,188.62	26,495.69	22.11	93,333.31
	STREET LIGHTING TOTAL	14,000.00	941.45	2,826.02	20.19	11,173.98
	TRAFFIC CONTROL & SAFETY TOTA	4,000.00	68.34	202.19	5.05	3,797.81
	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	9,198.41	29,523.90	19.18	124,435.10
	LIBRARY TOTAL	10,657.00	.00	.00	.00	10,657.00
	PARKS TOTAL	55,497.00	4,498.11	17,723.10	31.94	37,773.90
	COMMUNITY CTR/ZOO/MARINA TOTA	2,850.00	183.22	681.26	23.90	2,168.74
	OTHER CULTURE/RECREATION TOTA	10,000.00	2,923.89	11,222.56	112.23	1,222.56
	CULTURE & RECREATION TOTAL	79,004.00	7,605.22	29,626.92	37.50	49,377.08
	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	1,626.75	1,921.75	14.84	11,030.25
	CLERK/TREASURER/ADM TOTAL	74,745.00	5,549.02	18,419.72	24.64	56,325.28
	ELECTIONS TOTAL	1,300.00	.00	.00	.00	1,300.00
	LEGAL SERVICES/ATTORNEY TOTAL	25,000.00	281.25	1,169.25	4.68	23,830.75
	CITY HALL/GENERAL BLDGS TOTAL	15,177.00	666.81	2,799.42	18.45	12,377.58
	TORT LIABILITY TOTAL	15,000.00	.00	.00	.00	15,000.00
	OTHER GENERAL GOVERNMENT TOTA	17,040.00	955.49	9,259.92	54.34	7,780.08
	GENERAL GOVERNMENT TOTAL	161,214.00	9,079.32	33,570.06	20.82	127,643.94
	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 9/2021, FISCAL 3/2022

PCT OF FISCAL YTD 25.0%

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	25,823.00	34,686.60	4.99	660,586.40
	CAPITAL PROJECTS TOTAL	.00	.00	.00	.00	.00
	CAPITAL PROJECTS TOTAL	981,273.00	25,823.00	34,686.60	3.53	946,586.40
	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	12,082.53	47,891.32	25.55	139,526.68
	SEWER/SEWAGE DISPOSAL TOTAL	2,825,038.00	411,398.54	910,071.13	32.21	1,914,966.87
	LANDFILL/GARBAGE TOTAL	79,760.00	5,914.23	19,786.26	24.81	59,973.74
	STORM WATER TOTAL	.00	.00	288.44	.00	288.44
	ENTERPRISE FUNDS TOTAL	3,117,216.00	429,395.30	978,037.15	31.38	2,139,178.85
	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	482,645.60	1,138,278.36	21.30	4,206,788.64

BUDGET REPORT
CALENDAR 9/2021, FISCAL 3/2022

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	587,016.00	18,228.89	96,319.15	16.41	490,696.85
	CASH REVERSE FUND TOTAL	.00	.00	.00	.00	.00
	ARP FUNDS TOTAL	.00	.00	.00	.00	.00
	VEHICLE REPLACEMENT TOTAL	.00	.00	.00	.00	.00
	ROAD USE TAX TOTAL	153,959.00	9,198.41	29,523.90	19.18	124,435.10
	LOCAL OPTION SALES TAX TOTAL	167,303.00	.00	.00	.00	167,303.00
	TAX INCREMENT FINANCING TOTAL	35,000.00	.00	.00	.00	35,000.00
	DEBT SERVICE TOTAL	100,000.00	.00	.00	.00	100,000.00
	CAPITAL IMPROVEMENT RESV TOTA	186,000.00	.00	.00	.00	186,000.00
	RAYMOND ROAD TRAILER CRT TOTA	.00	.00	.00	.00	.00
	PLAZA DR RECONSTRUCTION TOTAL	.00	.00	.00	.00	.00
	OFFICE EQUIPMENT REPLACE TOTA	.00	.00	.00	.00	.00
	DUBUQUE RD BRIDGE REPAIR TOTA	.00	.00	.00	.00	.00
	WASTE WTR PLANT PROJECT TOTAL	.00	.00	.00	.00	.00
	MAYORS PARK IMPROVEMENTS TOTA	695,273.00	25,823.00	34,686.60	4.99	660,586.40
	LAFAYETTE/GVILLE RD RECON TOTA	100,000.00	.00	.00	.00	100,000.00
	WATER TOTAL	187,418.00	12,082.53	47,891.32	25.55	139,526.68

BUDGET REPORT
CALENDAR 9/2021, FISCAL 3/2022

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	WATER DEPRECIATION TOTAL	68,300.00	.00	.00	.00	68,300.00
	SEWER TOTAL	260,038.00	12,304.85	58,281.49	22.41	201,756.51
	SEWER REPLACEMENT TOTAL	.00	.00	.00	.00	.00
	SEWER DEPRECIATION TOTAL	.00	.00	.00	.00	.00
	WASTE WTR PLANT PROJECT TOTAL	2,725,000.00	399,093.69	851,789.64	31.26	1,873,210.36
	LANDFILL/GARBAGE TOTAL	77,230.00	5,906.08	17,378.11	22.50	59,851.89
	YARD WASTE TOTAL	2,530.00	8.15	2,408.15	95.18	121.85
	TOTAL EXPENSES BY FUND	=====	=====	=====	=====	=====
		5,345,067.00	482,645.60	1,138,278.36	21.30	4,206,788.64
		=====	=====	=====	=====	=====

TREASURER'S REPORT
CALENDAR 9/2021, FISCAL 3/2022

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	405,246.98	19,657.83	18,228.89	575.44-	406,100.48
002 CASH REVERSE FUND	.00	.00	.00	.00	.00
003 ARP FUNDS	85,241.54	.00	.00	.00	85,241.54
005 VEHICLE REPLACEMENT	32,894.39	10.42	.00	.00	32,904.81
110 ROAD USE TAX	148,610.36	17,786.52	9,198.41	374.45-	156,824.02
121 LOCAL OPTION SALES TAX	179,961.71	12,938.48	.00	.00	192,900.19
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	246,660.45	.00	25,823.00	.00	220,837.45
307 LAFAYETTE/GVILLE RD REC	139,475.00	.00	.00	.00	139,475.00
600 WATER	80,066.98	1,905.05	12,082.53	41.80-	69,847.70
601 WATER DEPRECIATION	74,821.90	.00	.00	.00	74,821.90
610 SEWER	49,210.83	5,237.50	12,304.85	14.29-	42,129.19
611 SEWER REPLACEMENT	209,573.31	.00	.00	.00	209,573.31
612 SEWER DEPRECIATION	36,331.26	.00	.00	.00	36,331.26
613 WASTE WTR PLANT PROJECT	858,563.91	399,124.29	399,093.69	.00	858,594.51
670 LANDFILL/GARBAGE	15,477.98	140.00	5,906.08	.00	9,711.90
671 YARD WASTE	5,332.09	25.25	8.15	.00	5,349.19
Report Total	2,554,763.90	456,825.34	482,645.60	1,005.98-	2,527,937.66

REVENUE REPORT
CALENDAR 9/2021, FISCAL 3/2022

PCT OF FISCAL YTD 25.0%

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	518.00	1,242.00	41.40	1,758.00
001-170-4120	BUILDING/CONTR PERMITS	15,000.00	895.50	3,383.50	22.56	11,616.50
001-430-4310	SHELTER RENTAL	1,500.00	75.00	500.00	33.33	1,000.00
001-460-4310	RENT-COMMUNITY CENTER	5,000.00	515.00	1,510.00	30.20	3,490.00
001-499-4610	CITY CELEBRATION RECEIPTS	4,500.00	.00	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	17,059.08	18,800.60	5.03	355,176.40
001-950-4003	AGRICULTURAL LAND TAXES	683.00	36.69	40.60	5.94	642.40
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	20.00	57.00	32.57	118.00
001-950-4190	MISC LICENSES & PERMITS	350.00	.00	60.00	17.14	290.00
001-950-4300	INTEREST-PLAT MM BANK 4	6,800.00	456.64	1,379.39	20.29	5,420.61
001-950-4301	INTEREST-REG MM BANK 3	.00	81.92	261.74	.00	261.74-
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	.00	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	.00	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	10.42	24.65	16.43	125.35
110-210-4430	ROAD USE TAXES	130,640.00	17,786.52	45,637.02	34.93	85,002.98
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	12,938.48	39,137.04	26.09	110,862.96
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

REVENUE REPORT
CALENDAR 9/2021, FISCAL 3/2022

PCT OF FISCAL YTD 25.0%

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	.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	1,649.05	31,982.30	25.59	93,017.70
600-810-4530	PENALTIES	1,500.00	.00	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	.00	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	256.00	626.00	31.30	1,374.00
600-910-4830	TRANSFER IN-WATER	68,300.00	.00	.00	.00	68,300.00
601-810-4300	INTEREST-WATER DEPRECIATION	1,000.00	.00	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	37.50	32,754.49	23.74	105,245.51
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	15,000.00	23.81	48,000.00
610-815-4530	PENALTIES	1,400.00	.00	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	200.00	400.00	26.67	1,100.00
610-910-4830	TRANSFER IN-SEWER	25,000.00	.00	.00	.00	25,000.00
611-815-4300	INTEREST-SEWER REPLACEMENT	1,500.00	.00	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	.00	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	.00	489.43	8.16	5,510.57
613-815-4502	CAPITAL PROJECT FEE	119,000.00	30.60	27,982.23	23.51	91,017.77
613-815-4820	PROCEEDS FROM DEBT/LOAN-WWTP	2,600,000.00	399,093.69	847,789.64	32.61	1,752,210.36
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	20.00	18,327.05	25.11	54,672.95
670-840-4530	PENALTIES	800.00	.00	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 9/2021, FISCAL 3/2022**

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
670-840-4730	DEPOSITS	1,000.00	120.00	270.00	27.00	730.00
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	1.25	694.04	25.71	2,005.96
671-840-4530	PENALTIES	40.00	.00	9.94	24.85	30.06
671-840-4730	DEPOSITS	200.00	24.00	54.00	27.00	146.00
671-910-4830	TRANSFER IN-YARD WASTE	.00	.00	.00	.00	.00
	DIFFERENCE	5,089,859.00	456,825.34	1,255,613.73	24.67	3,834,245.27
	PROOF	5,089,859.00	456,825.34	1,255,613.73	24.67	3,834,245.27

CITY OF ELK RUN HEIGHTS

INVESTMENT REPORT

Sep-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	\$ 10.42	\$ 10,337.71	\$ 10,348.13	11/25/2021	
				\$ 22,904.81		
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		
CD# 22138		\$ -	\$ 1,000.00	\$ 1,000.00	6/17/2023	
				\$ 6,000.00		
			TOTAL CD'S:	\$ 429,317.28		

CITY OF ELK RUN HEIGHTS - BRIAN WIRTZ - BUILDING INSPECTION

Sep-21

BUILDING PERMITS

DATE	HOMEOWNER	CONTRACTORS	ADDRESS	PERMIT #	DATE RECEIVED PERMIT	TYPE OF CONSTRUCTION	VALUE
9/9/21	ORONA, DENNIS	OLD HICKORY	127 SUTTON AVE	1939	9/17/2021	SHED	\$6,917.71
9/8/21	CLEMEN, LATISHA	CLEMEN, LATISHA	643 MCCOY	1940	9/17/2021	REPLACE ROOF, REMOVE BACK DECK	\$8,473.00
9/20/21	BERGMAN, CODY	N/A	122 GILBERTVILLE	1941		POLE BUILDING	\$26,000.00
9/17/21	DIETZ, MICHAEL	BACKYARD STORAGE SOLUTION	5334 LAFAYETTE	1942		SHED	\$7,000.00
9/27/21	HEGGEBO, KAREN	MAGEE CONSTRUCTION	241 MARIE	1943	10/6/2021	REROOF AND ASPHALT	\$8,768.00
9/28/21	SANDERSON, JUDITH	D&d ROOFING AND EXTERIORS	270 MICHIGAN DR	1944	10/6/2021	TEAR OFF AND RESHINGLE	\$4,400.00

HVAC PERMITS & PLUMBING**TOTALS****\$61,558.71**



Date: October 6, 2021

To: Elk Run Heights/Raymond Council

From: Jordan Cooper, Operator

O & M Report: September 2021

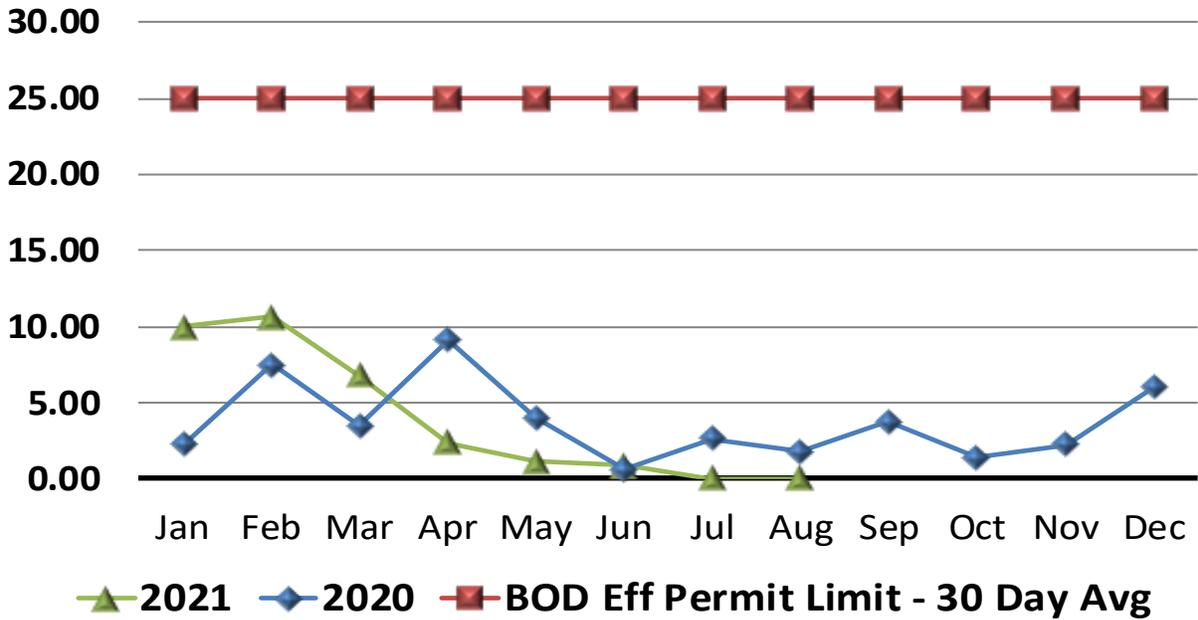
Water Operation & Maintenance

- 9/10 Frickson's started the installment of the new water main on McCoy Rd. We installed 2 new valves, so I was able to isolate the school and take bacteria samples to ensure the water was safe to drink at the school and surrounding houses. I issued a boil order and took one bacteria sample when we finished installing the second valve.
- 9/11 I took the second bacteria sample. I was contacted on 9/12 with results and lifted boil order.
- 9/13 Frickson's installed two twenty-foot sections of water main and the new fire hydrant.
- 9/14 Frickson's continued to install water main.
- 9/14 I helped Tom level the dirt with the skid loader at Mayor's Park.
- 9/15 I shut water off on High St. to connect the new water main and install 2 new valves. I issued a boil order and took the first bacteria sample.
- 9/17 I got the results of the second bacteria sample and lifted the boil order. Frickson's finished up the water main project.
- 9/20 I charged new water main and will let it sit with chlorine tablets in it to kill any bacteria. Sometime in the coming weeks I will flush the line out and send two bacteria samples in to insure it is safe before putting online.
- 9/27 Read water meters. I am finding quite a few water meters' internal batteries are dying. I will be in contact with the supplier to see what our best option is in the near future. So far, the ones I have replaced have been under warranty.

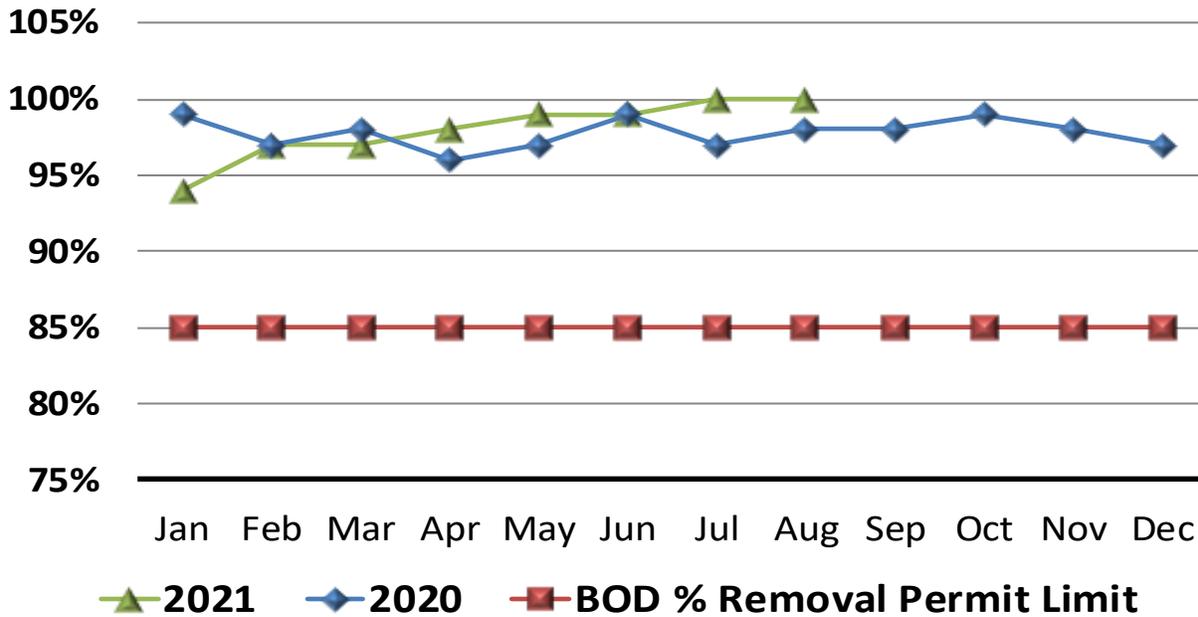
Wastewater Operation & Maintenance

- 9/2 Sewer Meeting. We discussed the possible change orders and where WRH were on their timeline.
- 9/27 I contacted EP and scheduled a time for them to come install the probes for the Omni sites at our 3 larger lift stations

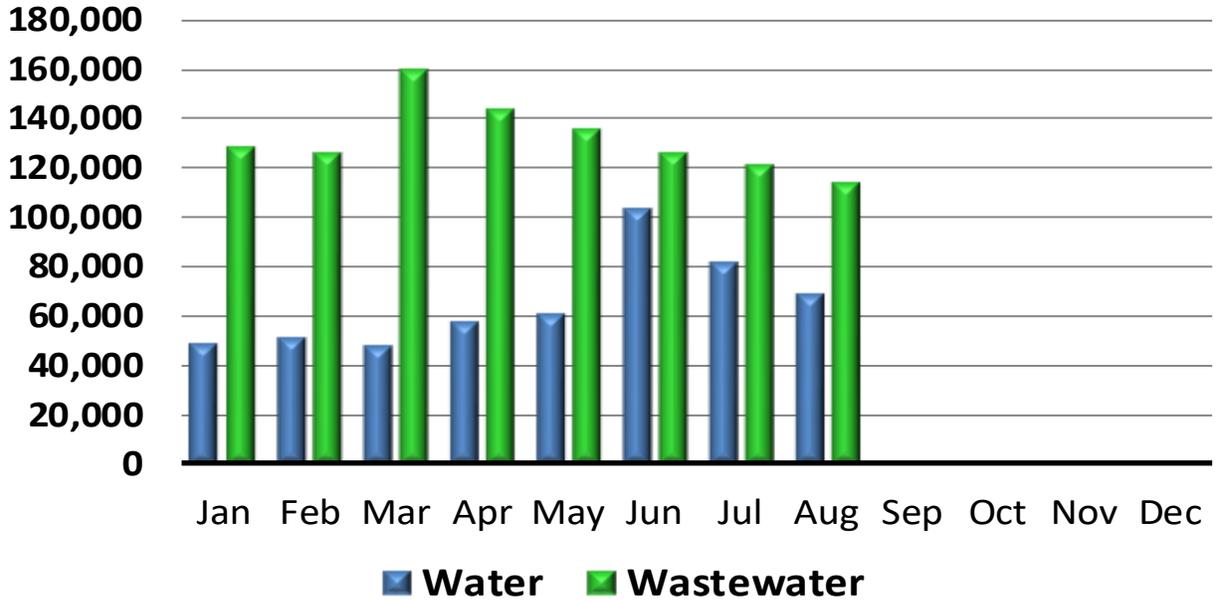
BOD Effluent



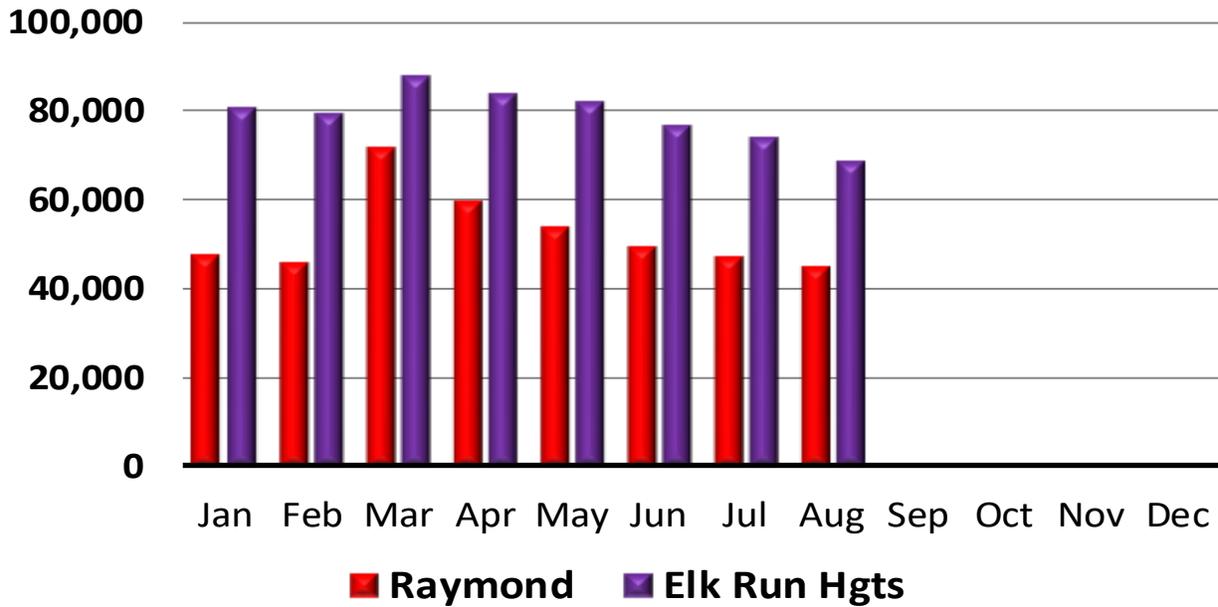
BOD % Removal



Average Daily Water Pumped vs. Wastewater In Gallons



Average Daily Wastewater Pumped In Gallons



		August-21	July-21	August-20
Water				
	Units			
Total Monthly Pumped	gallons	2,131,800	2,543,200	2,528,200
Average Daily Pumped	gallons	68,800	82,000	81,600
Maximum Daily Pumped	gallons	112,200	164,600	119,700
Minimum Daily Pumped	gallons	29,900	44,900	37,400
Chlorine				
Chlorine - Total Avg Residual Plant	mg/L	0.83	0.90	0.86
Chlorine - Total Avg Residual System	mg/L	0.53	0.62	0.66
Chlorine - Recommended Residual System	mg/L	1.50	1.50	1.50
Wastewater				
BOD				
BOD Influent Avg	mg/L	220.00	227.88	119.37
BOD Effluent Avg	mg/L	0.00	0.00	1.75
BOD Eff Permit Limit - 30 Day Avg	mg/L	25	25	25
BOD % Removal	%	100.00%	100.00%	98.00%
BOD % Removal Permit Limit	%	85%	85%	85%
TSS				
TSS Influent Avg	mg/L	158.00	217.50	82.25
TSS Effluent Avg	mg/L	8.75	2.50	2.50
TSS Effluent Permit Limit - 30 Day Avg	mg/L	25	25	25
TSS % Removal	%	94.46%	98.85%	96.96%
TSS % Removal Permit Limit	%	85%	85%	85%
Nitrogen Ammonia				
NA Effluent Avg	mg/L	0.0	0.0	0.2
NA Effluent Permit Limit - 30 Day Avg	mg/L	2.5	2.6	2.5
Influent Flow				
Elk Run Average Daily Flow	gallons	68,847	74,120	119,430
Elk Run Percentage Flow	%	60.5%	61.1%	72.5%
Raymond Average Daily Flow	gallons	44,957	47,201	45,371
Raymond Percentage Flow	%	39.5%	38.9%	27.5%
Average Daily Combined	gallons	113,804	121,321	164,801
Maximum Daily Combined	gallons	132,977	153,858	194,711
Total Monthly Combined	gallons	3,527,941	3,760,976	5,108,849
Minimum Daily Combined	gallons	112,155	107,494	137,904
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 -- 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 **22%**



**Spent Year to Date
Work Orders Completed**

Date completed	Equipment	Task
9/22/2021	Emergency Generator WWTP	Monthly PM
9/22/2021	James Street Lift Station Generator	Monthly PM
9/22/2021	Raymond West Lift Station Generated	Monthly PM
9/21/2021	Raymond South Lift Station Generator	Monthly PM
9/22/2021	Blower No 1	Monthly PM
9/22/2021	Blower No 2	Monthly PM
9/22/2021	Blower No3	Monthly PM
9/22/2021	Blower No4	Monthly PM
9/22/2021	Blower No5	Monthly PM
9/22/2021	Blower No6	Monthly PM
9/22/2021	James Street Lift Station	LS Monthly PM
9/22/2021	Lafayette Lift Station	LS Monthly PM
9/22/2021	Sutton Lift Station	LS Monthly PM
9/22/2021	Raymond West Lift Station	LS Monthly PM
9/21/2021	Raymond South Lift Station 1	LS Monthly PM
9/22/2021	Plaza Lift Station	LS Monthly PM
9/22/2021	Plaza Lift Station	LS Quarterly PM
9/22/2021	FIRE EXTINGUISHERS	Fire Extinguisher Monthly
9/22/2021	Sutton Generator	Generator Monthly
9/22/2021	Plaza Dr Lift Station Generator	Generator Monthly

EVANSDALE POLICE DEPARTMENT

Call Summary Report

08/01/2021 thru 08/31/2021

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		
21062319	08/02/2021	20:17:22	20	0404	TS	AI	GILBERTVILLE RD/ MARIE AV										AMY CLARK
								2G13	232	20:17	20:17	20:24	0	7	7		
21062395	08/03/2021	03:38:43	20	0404	SUSP	WA	300-BLK MCCOY RD										JUSTIN STAFFORD
								7K20	S6173	03:38	03:38	03:41	0	3	3		
21062802	08/04/2021	12:22:46	20	0404	TS	B5	GILBERTVILLE RD/ LAFAYETTE RD										KARI HARDEN
								7G46	C4883	12:29	12:29	12:49	0	20	20		
								7N47	H4358	12:22	12:22	13:20	0	58	58		
21062895	08/04/2021	18:11:24	20	0404	TS	EI	BMC DR/ PLAZA DR										WILLIAM WEISERT
								7N72	W3592	18:11	18:11	18:20	0	9	9		
								7S76	H3313	18:11	18:11	18:13	0	2	2		
21062985	08/05/2021	01:00:47	20	0404	SUSP	WA	316 MCCOY RD										JEREMY FURMAN
								2G7	239	01:00	01:00	01:15	0	15	15		
21063051	08/05/2021	09:02:53	20	0404	ANIMAL	RO	221 MARIE AV										RISSE,MANDI
21063148	08/05/2021	16:45:11	20	0404	TRAFOWI	NR	228 MARIE AV										OHRT,JESSE
								2G8	W5553	16:46	16:49	16:57	3	8	11		
21063817	08/07/2021	20:04:25	20	0404	MEDCHEST	AS	100 PLAZA DR										BELLINGER,TERRY
								2G6	215	20:06	20:12	20:14	6	2	8		
								302		20:05	20:12	20:20	7	8	15		
								332		20:05	20:11	20:47	6	36	42		
21063884	08/07/2021	23:49:05	20	0404	SUSP	NR	300-BLK MCCOY RD										JORDAN WOMOCHIL
								2G8	W5553	23:49	23:49	23:57	0	8	8		
21064135	08/08/2021	19:53:31	20	0404	WELFARE	RI	5205 LAFAYETTE RD										JAZLYN
								2G6	215	20:13	20:19	22:18	6	119	125		
								7G72	W3592	20:24	20:31	21:23	7	52	59		
								7S54	S5043	20:24		20:24			0		
21064797	08/11/2021	03:55:18	20	0404	PALARM	EE	5205 LAFAYETTE RD										CASEY'S SECURITY
								2G6	215	03:56	04:00	04:02	4	2	6		
21065067	08/11/2021	22:08:17	20	0404	LOITER	AS	100 PLAZA DR										BAGENSTOS,BROOKE
								2G5	219	23:24	23:30	23:59	6	29	35		
21065205	08/12/2021	11:14:17	20	0404	HOMECHKS	NR	109 JACKIE AV										ROB WYMORE
								P361	P361	11:14	11:14	11:20	0	6	6		

Call #	Date	Time	Area	Grid	Call Type	Disposition	Location	Business Name					Reporting Party		
								Unit	Officer	Disp	Arriv	Clear	Travel	OnS	Total
21065434	08/13/2021	05:33:12	20	0404	PALARM	FA	316 MCCOY RD	ELK RUN ELEMENTARY SCHOOL P#089					KATHRYN-SECURITAS		
								2G7	239	05:33	05:39	05:42	6	3	9
								7N57	D1318	05:41	05:53	05:54	12	1	13
								7S75	R6586	05:33		05:34			1
21065781	08/14/2021	09:54:39	20	0404	SUSP	NR	5200-BLK LAFAYETTE RD						MACKINZIE,ALICIA		
								2G3	212	09:54		10:25			31
21065841	08/14/2021	15:27:52	20	0404	ANIMAL	RO	174 GRAY ST						MALE REFUSED		
21066134	08/15/2021	15:36:39	20	0404	MEDBREAT	AS	404 SUTTON AV						GARTHOFF,EUGENE		
								2G3	212	15:37		16:01			24
								332		15:37	15:45	16:24	8	39	47
21066147	08/15/2021	16:46:27	20	0404	MEDASSIS	NN	101 DAWN DR						SPENCE,JEFF		
								305		16:46	16:57	17:42	11	45	56
								332		17:07	17:14	17:39	7	25	32
21066182	08/15/2021	18:50:16	20	0404	MEDSICK	AS	137 MARIE AV						BASS,CHARLES		
								2G6	215	18:52	18:54	19:09	2	15	17
								331		18:51	18:58	19:40	7	42	49
21066318	08/16/2021	08:54:42	20	0404	MEDASSIS	RI	225 MICHIGAN DR						RONEY,DEBBIE		
								305		08:58	09:09	09:38	11	29	40
21066975	08/18/2021	12:32:46	20	0404	MVAPD	RI	100-BLK PLAZA DR						DEKOSTER,JOHN		
								2G4	220	12:33	12:39	13:12	6	33	39
21067042	08/18/2021	16:12:47	20	0404	MEDSICK	NN	101 DAWN DR						SPENCE,KATHY		
								332		16:13	16:21	16:57	8	36	44
21067705	08/20/2021	16:09:00	20	0404	DISORDER	NR	109 JACKIE AV						VERIZON		
								2K2	207	16:12	16:15	17:31	3	76	79
								7G64	R4250	16:20		16:22			2
21068609	08/23/2021	13:22:49	20	0404	MEDCHEST	AS	204 MARIE AV						BAXTER,JACOB		
								2K2	207	13:26	13:28	13:35	2	7	9
								305		13:23	13:30	13:39	7	9	16
								331		13:23	13:30	14:20	7	50	57
								7P28	M8850	13:26	13:27	13:34	1	7	8
21068618	08/23/2021	13:46:08	20	0404	MEDSICK	RI	225 MICHIGAN DR						WOLF,KYLE		
								2K2	207	13:51	13:53	15:17	2	84	86
								332		13:47	13:56	14:33	9	37	46
								333		13:46		13:47			1
21068781	08/24/2021	00:13:22	20	0404	TS	D1	MCCOY RD/ SUNSET LN						JORDAN WOMOCHIL		
								2G8	W5553	00:13	00:13	00:19	0	6	6
21068791	08/24/2021	01:08:38	20	0404	TS	E1	GILBERT DR/ MC COY RD						JORDAN WOMOCHIL		
								2G8	W5553	01:08	01:08	01:15	0	7	7

Call #	Date	Time	Area	Grid	Call Type	Disposition	Location	Business Name						Reporting Party			
								Unit	Officer	Disp	Arriv	Clear	Travel	OnS	Total		
21068858	08/24/2021	10:26:26	20	0404	MEDCHEST	AS	117 JACKIE AV										BEST,KATHY
								2A1	229	10:26	10:31	10:39	5	8	13		
								302		10:27	10:35	10:51	8	16	24		
								331		10:27	10:34	11:36	7	62	69		
								334		10:27	10:27					0	
21069166	08/25/2021	08:12:42	20	0404	MEDDIABE	AS	117 JACKIE AV										VEST,CATHY
								2A1	229	08:14		08:34				20	
								331		08:13	08:19	09:02	6	43	49		
21069300	08/25/2021	16:07:42	20	0404	WELFARE	NR	100 PLAZA DR	ROAD RANGER #1026						DEKOSTER,JOHN			
								2A1	229	16:11		16:18				7	
								2G4	220	16:08		16:18			10		
21069493	08/26/2021	08:17:15	20	0404	WELFARE	NR	GILBERTVILLE RD/ PLAZA DR							TURNER,SHERYL			
								2G4	220	08:18		08:18				0	
21069543	08/26/2021	11:30:26	20	0404	MVAPD	RI	100 PLAZA DR	ROAD RANGER #1026						HENRY,BILL			
								2G4	220	11:31	11:39	12:07	8	28	36		
21070396	08/29/2021	01:06:59	20	0404	SUSP	NR	GILBERTVILLE RD/ MARIE AV										
								2G4	220	01:07	01:09	01:13	2	4	6		
								2G4	220	01:52		01:53			1		
								2G4	220	01:56		02:06			10		
								2G7	239	01:53	01:56	02:00	3	4	7		
								2G7	239	02:03		02:06			3		
21070654	08/29/2021	23:01:12	20	0404	MEDASSIS	AS	133 MICHIGAN DR							PHILLIS,DON E			
								2G6	215	23:02	23:08	23:16	6	8	14		
								305		23:03	23:12	23:17	9	5	14		
21070924	08/30/2021	21:59:31	20	0404	MEDSICK	NN	117 JACKIE AV							VEST,CATHY			
								332		22:00	22:07	22:42	7	35	42		

Total Number of Calls: 35

Citation #	Date Issued	Issued To	Type	License	Charge	Grid
28002392108070445137	08/07/2021	BORDEN,ZEPHYR JASON	T	IG1112	321.285	0404
28002392108070525128	08/07/2021	BORDEN,ZEPHYR JASON	T	IG1112	321.20B	0404
28002152108100200092	08/10/2021	FISHER,NICHOLAS JACOB	T	KXG591	ERH10.04.160	0404
28002192108110114258	08/11/2021	CHAPMAN,KASI	T		ER/10.04.120(1)	0404
28002392108150242200	08/15/2021	HIRSCHAUER,GRAHAM	T	KXN626	ER/10.04.120(D)	0404

Search Results

EVANSDALE POLICE DEPARTMENT

Call Summary Report

09/01/2021 thru 09/30/2021

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

Call #	Date	Time	Area	Grid	Call Type	Disposition	Location	Business Name					Reporting Party		
								Unit	Officer	Disp	Arriv	Clear	Travel	OnS	Total
21071729	09/02/2021	16:55:11	20	0404	VANDALIS	NR	316 MCCOY RD	ELK RUN ELEMENTARY SCHOOL P#089					SCOTT,RACHEL		
								2G4	220	16:57	17:02	17:36	5	34	39
								2G5	219	16:57	17:01	17:27	4	26	30
								2G5	219	18:07		18:08			1
								2G5	219	20:18		20:20			2
21072172	09/04/2021	02:12:05	20	0404	PALARM	EE	5205 LAFAYETTE RD	CASEYS GENERAL STORE - ELK RUN					CASEYS SECURITY		
								2G5	219	02:13	02:16	02:20	3	4	7
								2G8	W5553	02:13	02:16	02:35	3	19	22
21072300	09/04/2021	14:56:25	20	0404	MEDUNCON	AS	193 E GILBERT DR	BHSO-SNOOK,BRYAN I.T.					SNOOK,CATHY		
21072433	09/04/2021	23:19:43	20	0404	TS	D1	GILBERTVILLE RD/ LAFAYETTE RD						JORDAN WOMOCHIL		
21072709	09/06/2021	00:02:00	20	0404	SUSP	WA	300-BLK MCCOY RD	MAYOR PARK					JORDAN WOMOCHIL		
21072989	09/07/2021	01:29:22	20	0404	SUSP	NR	LAFAYETTE RD/ MC COY RD	MAYOR PARK					JORDAN WOMOCHIL		
21073025	09/07/2021	06:48:33	20	0404	PALARM	FA	100 PLAZA DR	ROAD RANGER #1026					SAN DIEGO SECURITY AND FIRE		
21073804	09/09/2021	15:42:19	20	0404	FOUND	NR	623 AMBER LN	ROAD RANGER #1026					GALBRAITH,DAVE		
21073827	09/09/2021	16:45:05	20	0404	WELFARE	NR	101 DAWN DR	ROAD RANGER #1026					OWENS,MICHAEL		
21074324	09/11/2021	08:37:47	20	0404	LARCENY	NR	5205 LAFAYETTE RD	MAYOR PARK					TREVA		
21074862	09/12/2021	23:49:46	20	0404	SUSP	NR	300-BLK MCCOY RD	ROAD RANGER #1026					BEN NEUMAN		
21074887	09/13/2021	02:59:55	20	0404	SUSP	NR	100 PLAZA DR	ROAD RANGER #1026					WILSON,CORRINA		
21075024	09/13/2021	15:32:58	20	0404	MVAPD	IX	316 MCCOY RD	ELK RUN ELEMENTARY SCHOOL P#089					FRICKSON,MEREDITH		
21075858	09/16/2021	17:26:35	20	0404	ABANDON	NR	136 JOHNS DR	ELK RUN ELEMENTARY SCHOOL P#089							
								2A1	229	17:32	17:32	17:36	0	4	4
								2G8	W5553	17:27	17:32	17:36	5	4	9

Call #	Date	Time	Area	Grid	Call Type	Disposition	Location	Business Name					Reporting Party		
								Unit	Officer	Disp	Arriv	Clear	Travel	OnS	Total
21075939	09/16/2021	23:50:21	20	0404	SUSP	NR	300-BLK MCCOY RD	MAYOR PARK					JORDAN WOMOCHIL		
								2G8	W5553	23:50	23:50	23:57	0	7	7
21076090	09/17/2021	15:27:35	20	0404	HARASS	NR	100 PLAZA DR	ROAD RANGER #1026					CHRISTIAN,HANNAH		
								2G4	220	15:29	15:47	16:50	18	63	81
21076117	09/17/2021	17:03:52	20	0404	TRAFMOVI	WA	5200-BLK LAFAYETTE RD								
								2G8	W5553	17:04	17:11	17:21	7	10	17
21076462	09/18/2021	21:15:17	20	0404	DISORDER	WA	134 TONEFF DR						HOUDEK,JORDAN		
								2G7	239	22:03	22:06	22:28	3	22	25
								2G8	W5553	21:16	21:20	21:36	4	16	20
								2G8	W5553	22:03	22:05	22:29	2	24	26
21076549	09/19/2021	03:04:04	20	0404	TS	NI	GILBERT DR/ MC COY RD						JEREMY FURMAN		
								2G7	239	03:04	03:04	03:12	0	8	8
21076804	09/19/2021	21:22:04	20	0404	MEDLIFEL	AS	222 E GILBERT DR						CONNECT AMERICA		
								2G5	219	21:23	21:26	21:54	3	28	31
21077486	09/22/2021	08:20:26	20	0404	FRAUD	RI	100 PLAZA DR	ROAD RANGER #1026					TORRES,SANDRA		
								2K2	207	08:20	08:20	08:20	0	0	0
21077668	09/22/2021	20:21:55	20	0404	TS	A1	316 MCCOY RD	ELK RUN ELEMENTARY SCHOOL P#089					BEN NEUMAN		
								2G4	220	20:21	20:21	20:26	0	5	5
21078023	09/23/2021	22:33:41	20	0404	PALARM	FA	5205 LAFAYETTE RD	CASEYS GENERAL STORE - ELK RUN					CASEYS SECURITY		
								2G5	219	22:34	22:37	22:45	3	8	11
21078397	09/25/2021	01:54:50	20	0404	SUSP	WA	300-BLK MCCOY RD	MAYOR PARK					JORDAN WOMOCHIL		
								2G8	W5553	01:54	01:54	02:03	0	9	9
21078844	09/26/2021	16:52:34	20	0404	TRAFMOVI	WA	GILBERT DR/ MC COY RD						SMITH,KATHY		
								2G5	219	16:53		16:57			4
21079100	09/27/2021	13:22:36	20	0404	MEDBREAT	AS	316 MCCOY RD	ELK RUN ELEMENTARY SCHOOL P#089					KELLY		
								2K2	207	13:25	13:26	13:36	1	10	11
21079164	09/27/2021	16:55:03	20	0404	TRAFMOVI	NF	308 MARIE AV						REFUSED MALE		
								2G4	220	16:56		17:31			35
21079859	09/29/2021	19:10:47	20	0404	TS	A1	100-BLK TONEFF DR						JOY VANDERKOLK		
								2G6	215	19:10	19:10	19:15	0	5	5

Total Number of Calls: 28

Citation #	Date Issued	Issued To	Type	License	Charge	Grid
W2800239210908195749	09/08/2021	SAYLES,TWINETTA MARIE	W	JHZ603	321.285	0404
28002392109081955517	09/08/2021	SAYLES,TWINETTA MARIE	T	JHZ603	ER/10.04.120(1)	0404
28002202109202228563	09/20/2021	RICHARDS,WENDY SUE	T	KNU610	ER/10.04.120(3)	0404
28002202109222204085	09/22/2021	WILDEBOER,JASON PHILIP	T	CTZ497	ER/10.04.120(3)	0404
28002392109282152596	09/28/2021	PHILLIPS,JESSICA ANN	T	KUB620	ERH10.04.160	0404
W2800239210928222602	09/28/2021	LONG,ANGELAFAE	W	HRG391	321.285	0404

Search Results



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS	
Road Ranger of Illinois, L.L.C.	Road Ranger #144	(815) 387-1700	
ADDRESS OF PREMISES	CITY	COUNTY	ZIP
100 Plaza Drive	Elk Run Heights	Black Hawk	50707
MAILING ADDRESS	CITY	STATE	ZIP
1501 Woodfield Road	Schaumburg	Illinois	60173

Contact Person

NAME	PHONE	EMAIL
Brooke Frasca - Legal Dept	(815) 387-1401	legal@roadrangerusa.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM
BC0029120	Class C Beer Permit	12 Month
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	
Nov 1, 2021	Oct 31, 2022	

SUB-PERMITS/PRIVILEGES

Class C Beer Permit, Class B Wine Permit, Sunday Service



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Enex Investments US, Inc.	Rockford	Illinois	61108	Member	100.00	Yes
Marko Zora Moraga	Hawthorn Woods	Illinois	60047	Manager	0.00	Yes
Jake DeArvil	Rockford	Illinois	61107	Secretary	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

RESOLUTION 4007

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

ACTUALLY CLEAN	COMM RM CARPET CLEANING	127.50
ALL STATE RENTAL	REAP-MAYORS PK CLEANUP/REAP	275.00
BMC	MCCOY RD ROADSTONE	3,963.00
	PK-CREEK CLEANUP/RIR/RAP	481.16
	MCCOY RD WATERMIN PROJECT	359.95
	VENDOR TOTAL	880.74
CASEY'S	RU & PK-FUEL	98.54
	REBATE	(1.60)
	VENDOR TOTAL	96.94
CITY OF EVANSDALE	FY22 2ND QRTR LAW ENFORCEMENT	12,361.75
COURIER	AUG 24 SPEC MTG	17.32
	SEPT 14 MTG CLAIMS	139.65
	SEPT 17 SPECIAL MEETING	19.42
	VENDOR TOTAL	176.39
DORSEY & WHITNEY	WWTP BOND ASSISTANCE FOR SRF	11,596.50
EASTMAN, JULIE	CELL PHONE REIMBURSEMENT	40.00
ELAN	RU & PK FUEL-ROAD RANGER	231.19
	CH-ONLINE SERVICES-MICROSOFT	65.00
	CLERK-IA LEAGUE CONFERENCE	345.16
	VENDOR TOTAL	641.35
FRICKSON BROS EXCAVATING	PK-ROCK/CREEK CLEANUP	450.00
	MCCOY RD WATERMIN PROJECT	25,750.00
	VENDOR TOTAL	26,200.00
KRISTI LUNDY	CELL PHONE REIMBURSEMENT	40.00
MSA	WWTP-PROFESSIONAL SERVICES	32,303.71
OMNISITE	LS-COMMUNICATION PROBE	1,209.65
P & K MIDWEST	RU-TRACTOR PARTS	6.70
PEOPLESERVICE	NOVEMBER 2021 SERVICES	11,981.00
PRAIRIE MOON NURSERY	MAYORS PK-SEEDS/REAP	3,851.00
RICOH	COPIER CONTRACT	163.05
RBRTS STVNS PRNDRGST	LEGAL SERVICES	968.75
TEDS	RU-MISC SUPPLIES	2.24
	MAYORS PK-PEATMOSS/SEED/REAP	27.98
	VENDOR TOTAL	30.22
THE SLED SHED	PK-SHARPEN CHAINS & SUPPLIES	78.98
	PK-SPARK PLUG/FILTERS	76.69
	PK-OIL FOR CHAINSAW	12.99
	VENDOR TOTAL	168.66
THOMAS JAMES	CELL PHONE REIMBURSEMENT	40.00
TRUCK CENTER COMPANIES	RU-TRUCK/MARKER LIGHT	8.11
TURF PRO	PK & RU-TOTAL WEED KILL	975.00
UNITED SEEDS	MAYORS PK-CREEK CLEAN UP/REAP	1,040.00

UTILITY EQUIPMENT CO	MCCOY RD WATERMAIN	3,926.34
WASTE MANAGEMENT	RECYCLING	540.82
	GARBAGE	5,034.12
	VENDOR TOTAL	5,574.94
WATERLOO FIRE RESCUE	FY22 2ND QRTR FIRE CONTRACT	9,731.87
WATERLOO WATER WORKS	FY22 1ST QRTR DOUGLAS RD PYMT	83.00
WILLETT HOFMANN	ENGINEER-AUGUST MEETINGS	75.00
	TOTAL BILLS	124,573.17
	GENERAL	24,813.03
	ROAD USE TAX	810.28
	MAYORS PARK IMPROVEMENTS	6,125.14
	WATER	32,555.12
	SEWER	10,794.45
	WASTE WTR PLANT PROJECT	43,900.21
	LANDFILL/GARBAGE	5,574.94
	TOTAL FUNDS	124,573.17
	SEPTEMBER PAYROLL:	
DRAFT	BIWEEKLY PAYROLL	9,499.16
DRAFT	EFTPS	2,871.56
	TOTAL PAYROLL:	3,820.72
	PREPAYS:	
6174 TREASURER OF STATE	PAYROLL TAXES	1,394.00
6175 COLONIAL LIFE	INSURANCE	79.94
6176 AVESIS	VISION INSURANCE	51.85
6177 INRCOG	MEMBERSHIP DUES	630.00
6178 MEDIACOM	PHONE SERVICE	82.62
6179 MIDAMERICAN	AUGUST UTILITIES	3,536.23
6180 WATERLOO WATER	MONTHLY WATER BILL	5,346.02
6181 WELLMARK	HEALTH INSURANCE	3,265.23
6182 POSTMASTER	UTILITY BILLING	162.81
DRAFT FIRST SECURITY	NSF	5.35
DRAFT FIRST SECURITY	BANK CHARGE	10.00
DRAFT IPERS	RETIREMENT	2,056.89
DRAFT IPERS	RETIREMENT	200.62
	TOTAL PREPAYS:	16,821.56

**PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF ELK RUN HEIGHTS, IOWA ON THIS
12TH DAY OF OCTOBER 2021**

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

RESOLUTION 4008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK RUN HEIGHTS, IOWA, AUTHORIZING CHANGE ORDER #1 TO LODGE CONSTRUCTION FOR THE MAYOR'S PARK PROJECT

WHEREAS, The city of Elk Run Heights has entered into a contract with Lodge Construction for the Mayor's Park Project

WHEREAS, Lodge Construction. has requested Change Order #1 of (\$58,894.00), and

WHEREAS, the Change Order has been recommended by City Engineer Mike Dryden with Willett Hofmann;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk Run Heights, Iowa, that the Mayor, on behalf of the City is hereby directed to execute this Change Order #1 to Lodge Construction for a cost of (\$58,894.00). This Change Order is hereby attached and thereby incorporated herein.

PASSED AND ADOPTED THIS 12TH DAY OF OCTOBER 2021

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, 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
				Add Row			Delete Row
						TOTAL	

H. Signatures

Signatures will be applied through DocExpress.

RESOLUTION 4009

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 October 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 12TH DAY OF OCTOBER 2021

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

**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 residents of the City of Elk Run Height under the 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) 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 – Nov. 1, 2021 – June 30, 2022 – \$6,414.00 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 be terminated upon written notice given thirty (30) days before the end of any fiscal year (30 days before June 30), without cause. Unless such notice be given, the contract shall continue for a successive year, not to exceed the last year 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

CITY OF ELK RUN HEIGHTS

_____, 2021

_____, 2021

Curt Thomas, President, Board of Trustees

Kristi Lundy, Mayor

Ronda Rathe, Secretary, Board of Trustees

Julie Eastman, City Clerk

CITY OF DUNKERTON

_____, 2021

Michael Schares, Mayor

Sheila Steffen, 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 over 15,000 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 24 hour 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.
- The Imagination Library (goal: to be added in FY22) will send a book to enrolled children in the community each month from birth to age 5.

RESOLUTION 4010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK RUN HEIGHTS, IOWA, AUTHORIZING PAYMENT #4 TO WRH, INC. IN THE AMOUNT OF \$165,222.51 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 #4 in the amount of \$165,222.51 hereby authorized to be issued for the Wastewater Treatment Plant Project

PASSED AND ADOPTED THIS 12TH DAY OF OCTOBER 2021

ATTEST:

Kristi Lundy, Mayor

Julie Eastman, City Clerk

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): City of Elk Run Heights/Raymond Wastewater Treatment Facility Improvements					Application Number: 4			
Application Period: 08/27/2021-09/30/2021					Application Date: 9/30/2021			
A		B	Work Completed		E	F		G
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+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	\$ 400,000.00	\$ 100,000.00	\$ -	\$ 500,000.00	41.67%	\$ 700,000.00
01	Allowances (Utility Allowance & Spec 11 23 26)	\$ 32,000.00	\$ 32,000.00		\$ -	\$ 32,000.00	100.00%	\$ -
01	Mobilization	\$ 450,000.00	\$ 300,000.00	\$ 50,000.00	\$ -	\$ 350,000.00	77.78%	\$ 100,000.00
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		\$ 150,000.00	\$ -	\$ 150,000.00	33.33%	\$ 300,000.00
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		\$ 15,000.00	\$ -	\$ 15,000.00	30.00%	\$ 35,000.00
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

Position Description

Position Title: Public Works	Department: Public Works
Reports to: Mayor, Council and City Clerk	Supervises: None
FLSA Status: Full time, Non-exempt	Dates Revised: 09/21

Position Summary

- Operates motorized equipment and constructs public works projects and other City property; handles and operates a variety of hand and power tools and equipment; performs routine duties related to the care and maintenance of City property, including buildings, streets, and parks.
- Performs a variety of routine and complex work in the interpretation and enforcement of adopted codes and related rules and regulations.

Essential Duties and Responsibilities

- Operates heavy, complex motorized equipment including, tractor, dump truck, power riding mower, trimmer/edger, chainsaw, snow removal equipment and other City property.
- Responsible for snow plowing of city streets.
- Performs all maintenance, cleaning, and repair functions necessary to maintain city parks, city hall and other municipal buildings.
- Maintain and repair playground equipment.
- Performs manual labor related to construction, maintenance, and repair of City streets.
- Performs routine service and maintenance on assigned equipment including greasing, washing, and waxing.
- Assists in Water and Wastewater Department as needed.
- Perform errands for clerk's office.
- Completes daily, weekly, and monthly checklists on building equipment maintenance procedures and maintains records of scheduled maintenance procedures.
- Ability to be on call for emergency situations.
- Responds to all communications by residents or Employer's agents or employees within three (3) business days of contact.
- Prepares a variety of studies, reports, and related information for decision-making purposes.
- Enforces a variety of codes, including International Building Code, Uniform Mechanical Code, International Fire Code, Uniform Housing Code, Uniform Abatement of Dangerous Buildings Code, and local codes such as nuisance, clearing, grading, filling, and zoning, etc.
- Issues correction notices and citations.
- Responds to complaints of potential code violations relating to signing, building occupancy, hazardous sidewalks, housing conditions, construction, land use, zoning, or other code-related matters, including violations of the City's Property Maintenance Ordinance.
- Assists in obtaining, enhancing, preparing, or presenting exhibits or other evidence in court as required.
- Works with the Black Hawk County Sheriff's Department in ensuring that appropriate records and notices are made regarding Code Enforcement Violations.
- Works with City Attorney to assure actions taken are legally compliant
- Regular and punctual attendance.
- Other duties as assigned by City Council and Mayor.

Organizational Responsibilities

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

Requirements

Knowledge, Skills, and Abilities

- Must have the ability to manage multiple projects and prioritize workload in a timely and effective manner.
- Must be able to communicate effectively using both written and oral methods.
- Knowledge of the safe operation of hand and power tools used in road maintenance activities.
- Skill in the safe operation of dump trucks and other heavy equipment, or the ability to learn and become proficient in the operation of dump trucks and other equipment used in public works.
- Must possess and maintain a valid Iowa Driver's License a Class B CDL, and a driving record that is insurable under the City's insurance policy.

Education and Experience

- Must possess a High School Diploma or equivalent.
- Must have a minimum of one year of job-related experience including driving/operating snow removal equipment.
- Must be able complete any educational courses needed to fulfill requirements of the position, including obtaining any necessary certifications.

Physical, Mental, and Visual Effort

- The reasoning demands in this job are most characterized by following oral or diagrammatic instructions, dealing with several variables.
- The language demands in this job are most characterized by reading instructions, speaking clearly and distinctly, with appropriate pauses and pronunciation.
- The mathematical demands in this job are most characterized by using simple addition and subtraction.
- Regularly required to lift, carry, push, pull, turn, stoop, kneel, crouch, reach, handle, finger, twist, grasp, throw, stand, walk, sit, speak, see, hear, smell, taste and touch.
- Occasionally required to climb and/or crawl.
- Frequently required to drive/operate power riding mower, trimmer/edger snow removal equipment and variety of manual and power hand tools.
- Must be able to exert twenty (20) to fifty (50) pounds of force occasionally; and/or ten (10) to twenty-five (25) pounds of force frequently; and/or greater than negligible up to ten (10) pounds of force on a regular basis to lift, carry, push, pull, or otherwise move objects, including the human body.
- When performing manual labor, the job can be rated heavy work. Must be able to exert fifty (50) to 100 pounds of force occasionally; and/or twenty-five (25) to fifty (50) pounds of force frequently; and/or ten (10) to twenty (20) pounds of force on a regular basis to move objects.
- Must have physical ability to carry and set up ladders and other equipment; and lift over 50 pounds.
- Regularly communicates with others through speaking and listening.
- Requires close vision and the ability to adjust focus; also requires some distant vision.
- Requires ability to spend time driving from site to site and getting in and out of vehicle.
- Must be able to make access into, under, and around structures by crawling in confined spaces, climbing, navigating difficult terrain, and stooping for prolonged periods as necessary to conduct a thorough inspection.
- Must be able to make visual inspections in structures that are dimly lit and to visually inspect a structure in various stages of completion.
- Must have hearing ability sufficient, for example, to monitor radio and to hear safety warnings on a building site.
- Possibly expected to attend Council, Planning and Zoning, and

Working Conditions

- Work is performed both indoors and outdoors. On occasion, candidate may be outdoors for extended periods of time in all kinds of weather conditions.
- Frequently required to work outside with exposure to heat, cold, sudden temperature change, snow, ice, wetness, dust, dirt, odors, and noise. Protective equipment such as high visibility apparel, hard-hat, safety glasses, ear plugs, and steel-toed shoes are worn.
- Regular exposure to hazards including vibration, machinery; high noise levels; moving objects; and occasional exposure to hazards including burns, explosives, chemicals.

Disclaimer

The above information is intended to describe the general nature and level of work to be performed by employees in this position. It is not intended to be an exhaustive list of all duties, responsibilities, requirements, and working

conditions. The company reserves the right to change or assign other duties to this position as needed and as deemed appropriate. Employees holding this position will be required to perform any other job-related duties requested by management. Reasonable accommodations may be made as needed for employees to perform the essential duties and responsibilities and meet the requirements of the position. Except for employees covered by Civil Service and/or a collective bargaining agreement, City of Elk Run Heights employees are considered at-will employees. An employee may terminate his/her employment at any time and the City may also terminate the employee's employment at any time. Unless otherwise provided by contract or law, all employment with the City of Elk Run Heights is to be considered "at-will".

Employee Acknowledgement

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

Employee's Signature: _____

Date: _____

Mayor: _____

Date: _____



September 30, 2021

CITY OF ELK RUN HEIGHTS
5042 LAFAYETTE ROAD
ELK RUN HEIGHTS, IA 50707

Re: Project #19-01351, MAYOR'S PARK ENHANCEMENTS

This letter is to inform you that the National Park Service has approved federal assistance from the Land & Water Conservation Fund for the project identified above.

Attached is your Project Agreement #19-01351, MAYOR'S PARK ENHANCEMENTS, between the Iowa Department of Natural Resources, Land and Water Conservation Fund and the CITY OF ELK RUN HEIGHTS. Please have the appropriate official sign and mail, not email, the Agreement to my attention. A fully executed copy will be returned to your office. The beginning date of the project agreement is the date the project is officially approved by the National Park Service, or the date a waiver of retroactively had been granted.

No costs will be reimbursed for items purchased prior to the beginning date of the project agreement (except preliminary construction costs for items such as site planning, construction design, feasibility studies, etc., or unless a waiver of retroactively has been granted). Development costs are first incurred at the start of actual physical work on the project site (such as clearing of ground, the beginning of construction of a building, or the delivery of material to the site). Acquisition costs are incurred when the participant takes the signed deed, lease, or other appropriate conveyance.

Please read the enclosed agreement and general conditions from your application to be aware of your obligations. All acquisition and/or development work must be completed by the expiration date. If you have any questions, please contact me at 515-725-8213.

Sincerely,

Kathleen Moench

Kathleen Moench
Budget and Finance Bureau

Enclosures

FEDERAL LAND AND WATER CONSERVATION FUND PROGRAM
CFDA #: 15.916, Outdoor Recreation/Acquisition, Development & Planning
Federal Opportunity #: P21AP12057
IOWA DEPARTMENT OF NATURAL RESOURCES
PROJECT AGREEMENT

COUNTY: BLACK HAWK
PROJECT NO.: 19-01351

NAME OF PARTICIPATING AGENCY: CITY OF ELK RUN HEIGHTS
DUNS NUMBER: 073482507
ADDRESS: 5042 LAFAYETTE ROAD
ELK RUN HEIGHTS, IA 50707
PROJECT TITLE: MAYOR'S PARK ENHANCEMENTS
PROJECT PERIOD: 8/5/2021 – 09/30/2024
PROJECT SCOPE:

CONSTRUCTION OF A NEW SHETLER BUILDING AND RESTROOM FACILITY,
INCLUDING A STORM COLLECTION AND RAIN GARDEN TO ENCOURAGE BUTTERFLY
HABITAT, LOCATED ON ELK RUN STREET, CITY OF ELK RUN HEIGHTS, BLACK HAWK
COUNTY, IOWA.

In the event that Historic Properties are inadvertently encountered during the undertaking of this project, work will immediately cease and the Grantee will notify the Iowa Department of Natural Resources within 48 hours, or as soon as reasonably possible. The DNR, in consultation with the National Park Service, State Historic Preservation Officer, and Indian Tribes will make reasonable efforts to avoid, minimize or mitigate adverse effects on those historic properties.

PROJECT COSTS COVERED BY THIS AGREEMENT:

PROJECT COSTS:

Total Project Costs:	\$	94,067.00
LWCF Award (not to exceed 50%):	\$	47,033.00 (50%)

The State of Iowa, represented by the Director, Department of Natural Resources, and the local agency named on the reverse side, mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964) as amended, with the general provisions attached hereto and made a part hereof, and with the approved project proposal including attachments and any amendment thereto which have been or will be submitted for this project.

The State hereby promises, in consideration of the promises made by the local agency herein, to take the necessary steps and action and to attempt to enter an agreement and any necessary amendments to obtain federal cost-sharing for that portion of the project cost referred to on the reverse side as "Fund Amount," to accept such funds from the United States and disburse the same to reimburse the local agency that portion of the total project cost that is the United States' share. It is understood by the parties hereto that this agreement shall not obligate State of Iowa funds for the project costs described herein, to execute the project or project segment described on the reverse side in accordance with the terms of the agreement. It is further understood that incurred costs will not be reimbursed without written approval that such federal funds have been encumbered.

The following special project terms and conditions were added to this agreement before the parties signed it hereto:

A final billing for reimbursement shall be submitted to the State not later than 90 days following the expiration of the project period. Failure to do so shall, at the discretion of the State, be cause for termination of the project with no further reimbursement of funds.

The grantee shall comply with 43 CFR Part 12, Subpart B -Audit Requirements for State and Local Governments.

STATE OF IOWA

LOCAL AGENCY

By: _____
Kayla Lyon, Director
Iowa Department of Natural Resources

By: _____
Signature

Name & Title:

8/5/2021
Date

DEPARTMENT OF NATURAL RESOURCES LAND & WATER CONSERVATION FUND

DEVELOPMENT PROJECTS - PERFORMANCE & ADMINISTRATION

Arrangements with Participant. It is the responsibility of the State to make arrangements with other public agencies suitable and adequate to insure successful performance of projects and to enable the continued operation and maintenance of aided facilities and properties for public outdoor recreational use. States shall assure that Participants comply with the terms of the project agreement, the provisions of the NPS, and all relevant laws, rules and regulations. States shall be responsible for the actions of Participants relating to the execution of projects.

PROJECT PERFORMANCE

1. Performance of Construction by Contract. When the total value of construction work to be performed by a contract exceeds \$25,000, the following requirements shall apply with respect to performance of the work:
 - A. Bids and Awards. Competitive open bidding shall be required, unless the National Park Service (NPS) waives the requirement. When the Participant considers the lowest bidder unqualified, incapable or not responsible, the next lowest bidder may be approved. Justification for acceptance of a no-bid contract or awarding of contracts to other than the lowest bidder shall be subject to the approval of the NPS.
 - B. Change Orders. The organization involved shall issue written change orders to the contract for all necessary changes to the facility. Any change which alters the nature or purpose of the facility must be approved by the Director, NPS. Such change orders shall be filed and preserved for a period of three years after the completion of the project. Change orders should be made part of the project file and kept for audits.
 - C. Information to be Given Bidders Concerning Federal Funds. The Participant or State shall inform bidders that federal funds are being used to assist in construction. It is preferable to include this information in notices released prior to the issuance of bid invitations.
 - D. Acceptance of the Contract Work. The Participant or State has full responsibility for determining that the recreation facility is complete and ready for acceptance.
2. Compliance with State and Local Laws. Construction must comply with those State and Local laws, the violation of which may endanger the completion or utilization of the facilities. Any penalties assessed for noncompliance cannot be matched with federal funds.
3. Compliance with Federal Laws. The organization involved, and contractors shall comply with all Federal laws pertaining directly and indirectly to the proposed construction, including Executive Order 10925, as amended by the Executive Order 11114, and the Federal Title 36, Chapter 1, Part 59; Post-Completion Compliance Responsibilities.

ACCOUNTS & RECORDS

1. Financial Responsibility. The State shall be responsible for the financial management of accepted projects. Appropriate internal controls must, therefore, be adopted and installed to insure that the project is accomplished in the most efficient and economical manner.

2. Accounting For Funds Received. The State shall provide such fund accounting procedures as may be necessary to assure proper disbursement and accounting for Fund monies paid to the State pursuant to the Act. The accounting procedure should be based on generally-accepted accounting standards and principles and generally meet the following minimum requirements, unless the Director, NPS agrees to exceptions:
 - A. Establishment of separate accounts and supporting documents for each project. Each project account should be identified by the number assigned to the property by the NPS (i.e. 19-00600).
 - B. Identification of all receipts in sufficient detail to show the source of such receipts.
 - C. Itemization of all supporting records to project expenditures in sufficient detail to show the exact nature of each expenditure.
 - D. Cross-referencing to each expenditure with the supporting purchase order, contract, voucher, bill, etc. These supporting documents should contain the signature of the official authorized to approve such expenditures.
 - E. Maintenance of adequate records, approved by the appropriate official, to show that all salaries and wages charged against projects are authorized.
 - F. Maintenance of detailed payroll vouchers (names/gross amounts) for salaries/wages.
 - G. Identification of invoices/vouchers charged to project number, account number date, and expense classification.
 - H. When payment is by check, the canceled check should be identified and filed, when by cash, they must be supported by receipts.
 - I. Establishment of adequate internal systems of financial control following generally-accepted accounting and auditing principles.

The State shall require political subdivisions of public agencies, to which federal funds have been transferred, to provide similar accounting procedures as are required of the State by the NPS.
3. Record Retention. The financial records, including all documents to support entries on the accounting records and to substantiate charges for each project, must be kept readily available for examination by duly-authorized representatives of the NPS, the Department of Interior, and the General Accounting Office. All such records shall be retained and available for inspection for a period of three years after final payment.

PROJECT BILLING & DOCUMENTATION

Project billings shall be submitted to the State on the following basis:

1. Up to \$10,000 total project cost - one billing.
2. Up to \$50,000 total project cost - no more than two billings.
3. Up to \$150,000 total project cost - no more than three billings.
4. Over \$150,000 total project cost - no more than four billings.
5. Contract land purchases - one billing.

In addition the following information is required for reimbursement:

1. Each development project billing shall include all expenditures for items with a cost of \$25,000 or less (i.e. - 100 percent item completion).
2. Submit one copy of all supporting documentation.
 - a. The exact nature of each expenditure.
 - b. The date the expense was incurred.

- c. Evidence that the expense is chargeable to the project, copy of advertisement for bids and bid spread sheet or minutes of bid letting meeting.
 - d. Evidence that the expense has been paid, photocopies of cancelled checks.
 - e. Statement that there will be no request for sales tax refund made. Deduct any sales tax paid from total expenses.
3. Submit the attached claim voucher; signed, and dated, with the amount to be reimbursed.
 4. Submit photos of the completed project and a legal description of the park property.

Any State sales tax refund received under the provisions of Chapter 422.45(7) of the Code of Iowa must be deducted from the total project costs.

Income that accrues to a fund-assisted area during the project period from sources other than the intended recreational use must also be deducted from the total project cost. Examples include sale or rental of buildings, sale of timber, gravel, etc., rental of land, and agricultural income to participant. After project period, all income should be used to further the development of the project.

FAILURE TO SUBMIT THE NECESSARY DOCUMENTATION WILL UNNECESSARILY DELAY THE ISSUANCE OF A REIMBURSEMENT WARRANT.

REPORTING

Annually by May 1st, a performance report will be required for the period covering April 1 – March 31. This report will be a summary of activities completed during the report period. No specific report format is required.

NOTICE

It is essential that the project be developed in conformance with the project proposal submitted and the project agreement. This is particularly true regarding the number of facilities to be constructed or installed. The Department and the NPS must approve any significant change in location or number of facilities before work can begin.

ANY DEVIATION FROM THESE INSTRUCTIONS MAY JEOPARDIZE YOUR FEDERAL ASSISTANCE ON SOME PORTION OF YOUR PROJECTS.

DEPARTMENT OF NATURAL RESOURCES LAND & WATER CONSERVATION FUND

ACQUISITION PROJECTS - PERFORMANCE & ADMINISTRATION

Arrangements with Participant. It is the responsibility of the State to make arrangements with other public agencies suitable and adequate to insure successful performance of projects and to enable the continued operation and maintenance of aided facilities and properties for public outdoor recreational use. States shall assure that Participants comply with the terms of the project agreement, the provisions of the NPS, and all relevant laws, rules and regulations. States shall be responsible for the actions of Participants relating to the execution of projects.

ACCOUNTS & RECORDS

1. The participating agency will establish a separate account for each land acquisition project which will be identified by the number assigned to the project by the NPS. Supporting documents such as claims for land costs should also be referenced with the NPS project number.
2. All financial records pertaining to the project must be kept readily available for examination by Federal auditors. All such records shall be retained for inspection for a period of three years after the project is completed or terminated and a final audit on the project conducted.

PROJECT BILLING & DOCUMENTATION

A project billing may be submitted at any time after the appraisals have been approved and payment for the land has been made. Please submit four (4) copies of the attached claim voucher, to include signature, date, federal ID number and requested reimbursement amount.

1. Statement of Just Compensation for each tract of land.
2. Written and Signed Offer to Buy.
3. Statement of Differences in Value for each tract (when necessary).
- 4a. Application for Reimbursement of Expenses Incurred in Selling Real Property with attached documentation - each tract, or;
- 4b. Application for Relocation Assistance with attached documentation - each tract plus written notice to vacate.
5. Certificate of Title for each tract of land prepared by the participating agency's official legal officer indicating title to be in the name of the participating agency.
6. Photocopies of the deeds.
7. Photocopies of cancelled checks/warrants issued in payment for land costs, incidental expenses and relocation expenses.

FAILURE TO SUBMIT SATISFACTORY DOCUMENTATION WITH THE PROJECT BILLING WILL UNNECESSARILY DELAY THE ISSUANCE OF A REIMBURSEMENT WARRANT.

LWCF GENERAL PROVISIONS

Part I – Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 69 (October 1, 2008).
- D. The term "project" as used herein means a Land and Water Conservation Fund grant, which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State or Territory that is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the general, special, and LWCF provisions outlined in this award agreement and that it will further impose these provisions, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the

approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his/her designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described and shown in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Part II.B above.

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the project agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.

- G. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Article XVII.A.2 of the Grant Agreement to which these terms are attached.
2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Project Application

1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
3. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
4. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
5. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee in accord with Section C below.
6. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.

7. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
8. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement of water pollution, and EO 11990 relating to the protection of wetlands.
9. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

C. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by

the National Park Service be returned.

D. Project Closeout

1. The State will determine that all applicable administrative actions, including financial, and all required work as described in the project agreement has been completed by the end of the project's period of performance.
2. Within 90 calendar days after completing the project or following the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation as outlined in the Manual and the Federal Financial Report (SF-425) as outlined in Article XIV of this Agreement for approval by the Service prior to requesting final reimbursement.
3. After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable reimbursable costs. Upon completion of an electronic payment, the State will submit a completed "LWCF Record of Electronic Payment" form to the NPS.
4. The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.