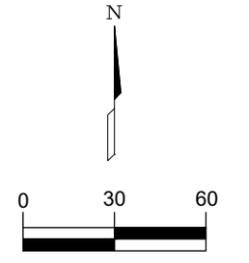


Agenda  
City of Elk Run Heights  
Special Council Meeting  
June 28, 2022 - 6:00 p.m.  
Located at Eddis Winstead Council Chambers

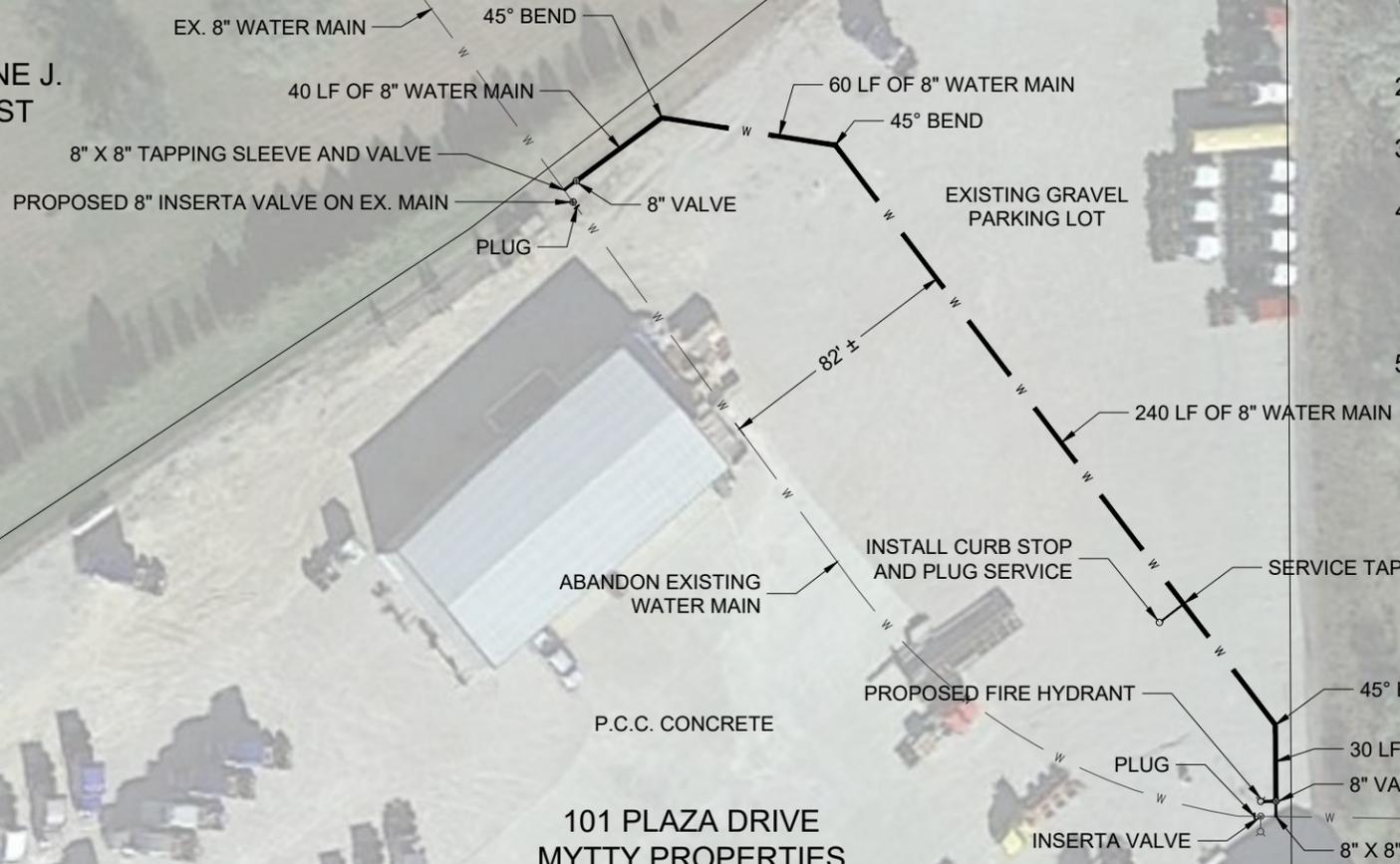
1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Approval of the June 28, 2022 Agenda
5. Discussion/Possible Action: Truck Center Companies is requesting to move the watermain line, at their own cost, so they can add an addition to the north side of the business
6. Appointments:  
**Boards and commissions:**  
    Planning and Zoning – Appointed by Mayor/Approved by Council  
    Brian Persson –Term Expiring 01/01/2023 (to fill a term)
7. Request to pay Aspro \$101,768.14 from FY22 budget and pay the remainder of the road repairs in FY23
8. Resolution 4064 approving bills and transfer
9. Resolution 4065 approving the renewal of Animal Control 28E Agreement with the City of Evansdale for FY23 in an amount of \$2,284.00
10. Resolution 4066 approving destruction of documents
11. Resolution 4067 approving the Mayor to enter into a 28E Agreement with the City of Raymond for a shared employee
12. Request from City Clerk to enter into agreement with GWorks for the Receipt Management and Credit Card module in an amount not to exceed \$4,290.00
13. Request from City Clerk to enter into agreement with GWorks for the Front Desk module in an amount not to exceed \$2,760.00
14. Ordinance 274 amending the code of ordinances of the City of Elk Run Heights, Iowa, by amending provisions pertaining to garbage and yard waste service charges, second reading
15. Ordinance 275 amending the code of ordinances of the City of Elk Run Heights, Iowa, by amending provisions pertaining to water service charges, second reading
16. Ordinance 276 amending the code of ordinances of the City of Elk Run Heights, Iowa, by amending provisions pertaining to sewer service charges, second reading
17. Review the first draft of Elk Run Heights Code
18. Adjournment



DENNIS D. &  
JACQUELINE J. BASS

KEITH P. & JANE E.  
ROTTINGHAUS

LORAS J. & MARLENE J.  
SCHAEFFER TRUST



**NOTES:**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT VERSION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS).
2. ALL PROPOSED WATER MAIN SHALL HAVE A MINIMUM DEPTH OF BURY OF 5.5 FEET.
3. EXISTING WATER MAIN LOCATION IS APPROXIMATE ONLY. CONTRACTOR SHALL VERIFY LOCATION PRIOR TO STARTING WORK.
4. DURING CONSTRUCTION, USE ALL MEANS NECESSARY TO CONTROL DUST SPREADING FROM WORK AND STAGING AREAS. DUST CONTROL MEASURES SHALL BE IN ACCORDANCE WITH APPLICABLE SPECIFICATIONS, OR APPROVED BY THE ENGINEER. DUST CONTROL MEASURES ARE CONSIDERED INCIDENTAL
5. THE CONTRACTOR IS RESPONSIBLE FOR ALL SITE SAFETY, INCLUDING FENCING AND SIGNAGE ON SITE AND SHALL COMPLY WITH ALL STATE, LOCAL, AND FEDERAL REGULATIONS.

WB & COMPANY, LLC

101 PLAZA DRIVE  
MYTTY PROPERTIES  
EAST, LLC



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

*Michael G. Dryden* 6/27/22  
 MICHAEL G. DRYDEN, P.E. DATE  
 LICENSE NUMBER: 11440  
 MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2022

PAGES OR SHEETS COVERED BY THIS SEAL:

DRAWN BY: JMT APPROVED BY: MGD  
 DATE: June 27, 10:28am  
 Truck Center Water Main - Civil Base.dwg | C.01

NO.	REVISION DESCRIPTION	APPROVED	DATE



TRUCK CENTER WATER MAIN  
ELK RUN HEIGHTS, IA

SITE PLAN  
WHA PROJECT NUMBER: 2171C20

SHEET NO.  
C.01

**RESOLUTION 4064**

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

ASPRO	RU-DUBUQUE RD REPAIRS	101,768.14
AUTO PLUS	RU-OIL CHANGE/SUPPLY #11	69.99
CASEY'S	FUEL #11	230.17
FAST LANE AUTO CARE	RU-CAR WASH & WAX	32.84
IOWA STATE UNIVERSITY	CLERK SCHOOL	195.00
LYNCH DALLAS	LEGAL SERVICES	544.50
MEDIACOM	PHONE SERVICE	81.07
MID AMERICAN	MAY UTILITIES	3,136.64
MUNICIPAL SUPPLY	WT-WATER METER BOX	396.00
	WT-REPAIR HANDHELD	225.00
	<b>VENDOR TOTAL</b>	<b>621.00</b>
P & K MIDWEST	RU-BLADE REPLACEMENT #51 #56	161.04
RICOH USA	COPIER CONTRACT	163.05
WATERLOO WATER	MONTHLY WATER BILL	8,198.22
WELLMARK	HEALTH INSURANCE	2,407.99
	<b>ACCOUNTS PAYABLE TOTAL</b>	<b>117,609.65</b>
	GENERAL	2,498.08
	ROAD USE TAX	2,667.10
	CAPITAL IMPROVEMENT RESV	101,768.14
	WATER	8,889.43
	SEWER	1,786.90
	<b>TOTAL FUNDS</b>	<b>117,609.65</b>
	<b>JUNE PAYROLL:</b>	
DRAFT	BIWEEKLY PAYROLL	8,960.47
6488/6534	COLLECTION SERVICE	625.84
DRAFT	EFTPS	2,895.86
DRAFT	IPERS	1,839.02
IOWA TREASURE	PR LIABILITES	1,099.00
COLONIAL LIFE	PR LIABILITES	79.94
AVESIS	PR LIABILITES	56.76
	<b>TOTAL PAYROLL:</b>	<b>15,556.89</b>

**PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF ELK RUN HEIGHTS, IOWA ON THIS  
28TH DAY OF JUNE 2022**

**ATTEST:**

\_\_\_\_\_  
**Lisa Smock, Mayor**

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

**RESOLUTION 4065**

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

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

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

**THEREFORE**, the duration of this agreement is twelve (12) months, commencing July 1, 2022 and terminating (including) June 30, 2023

**BE IT RESOLVED**, by the City Council of the City of Elk Run Heights, Iowa, that the Mayor and the City Clerk are hereby authorized to enter into a 28E Agreement CONTRACT FOR ANIMAL CONTROL SERVICES, with The City of Evansdale for fiscal year 2023 at a cost of \$2,284.00

**PASSED AND ADOPTED ON THIS 28<sup>TH</sup> DAY OF JUNE 2022**

**ATTEST:**

\_\_\_\_\_  
**Lisa Smock, Mayor**

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

## 28E CONTRACTUAL AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS CONTRACT made and entered into this \_\_\_\_\_ day of July 2022, by and between the City of Evansdale, Iowa (hereinafter “Evansdale”) and the City of Elk Run Heights, Iowa (hereinafter “Elk Run Heights”).

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

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

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

1. **Authority.** Evansdale and Elk Run Heights, each acting through their respective City Council, enter into this Agreement by virtue of the powers granted to them under Iowa Code Chapter 28E.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide animal control services to Elk Run Heights.
3. **Administration.** No separate entity is established to administer this Agreement. The Mayor of Evansdale and the Mayor of Elk Run Heights shall administer this Agreement. No real or personal property shall be acquired by either party for the purpose of administering this Agreement.
4. **Effective Date.** This Agreement shall be effective July 1, 2022, provided that by that time it has been approved and executed by both parties and recorded with the Iowa Secretary of State. This Agreement shall remain in effect until June 30, 2023. Either party may terminate this Agreement prior to that date by giving thirty days’ written notice to the other party.
5. **Services to be Provided.** The services provided will include pick up of sick or injured animals, dead animals, confined stray animals, and at-large animals. Elk Run Heights will be responsible for issuing pet tags and will keep that revenue. Elk Run Heights will provide Evansdale’s animal control officers with a listing of all issued pet so that the officers may return any registered animals to their registered owners.

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

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

6. **Financing.** Elk Run Heights shall finance the operation from general revenue. Detailed budgets and costs shall be kept by both parties. Elk Run Heights agrees to pay Evansdale for the period beginning July 1, 2022 and ending June 30, 2023 the sum of \$2,284 payable on or before July 1, 2022. If Evansdale exceeds 48 calls in this twelve-month period, Elk Run Heights agrees to pay \$25 for each additional call. Evansdale shall invoice Elk Run Heights for all additional calls. Elk Run Heights shall pay all invoices upon receipt.
7. **Employees.** The discipline of all personnel shall remain with Evansdale. Evansdale shall also be responsible for all training, hiring, firing, and assignment of their employees.

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

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

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

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

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

subject matter. Any subsequent modification to the terms of this Agreement shall be in the form of duly executed Addendum to this Agreement.

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

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

CITY OF EVANSDALE, IOWA

By: \_\_\_\_\_  
DeAnne Kobliska, Mayor

ATTEST:

\_\_\_\_\_  
Amy Schaefer, City Clerk

CITY OF ELK RUN HEIGHTS, IOWA

By: \_\_\_\_\_  
Lisa Smock, Mayor

ATTEST:

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

## RESOLUTION 4066

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

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

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

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

- Health Insurance Benefits Documents 2018-2019
- Grants 2016 and older
- ICAP and IMWCA after 2017
- Insurance claims after 2017
- DNR Bacteria Analysis 2014 and older
- Bids 2000 and older
- Clerk's Reports 2018 and older
- Deposit Agreements 1998 and older
- Debt Obligation Statements 2013 and older
- Informal legal opinion 2016 and older
- Code Enforcement 2017 and older
- Truck parking permits 2011 and older
- Grants that were denied
- Closed litigation records 2017 and older
- Cash Receipts 2018 & older

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

**PASSED AND APPROVED THIS 28<sup>TH</sup> DAY OF JUNE 2021**

**ATTEST:**

---

**Lisa Smock, Mayor**

---

**Julie Eastman, City Clerk**

**RESOLUTION 4067**

**A RESOLUTION ENTERING INTO A 28E AGREEMENT FOR CITY MAINTENANCE SERVICE WITH THE CITY OF RAYMOND**

**WHEREAS**, the State of Iowa allows municipalities to enter into 28 agreements; and

**WHEREAS**, the City of Raymond has requested the Elk Run Heights Public Works to complete all aspects of the maintenance role for the City of Raymond; and

**WHEREAS**, the City of Elk Run Heights and the City of Raymond have implemented a 28E Agreement for Public Works/Maintenance Services; and

**NOW, THEREFORE, BE IT RESOLVED** that the Elk Run Heights City Council does hereby approve and enter into the attached 28E Agreement for Public Works/Maintenance Services with the City of Raymond

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

**PASSED AND ADOPTED ON THIS 28<sup>TH</sup> DAY OF JUNE 2022**

**ATTEST:**

\_\_\_\_\_  
**Lisa Smock, Mayor**

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

# **CITY OF RAYMOND AND CITY OF ELK RUN HEIGHTS AGREEMENT FOR MAINTENANCE SERVICES**

## **1 AGREEMENT**

- 1.1 Pursuant to Iowa Code Chapter 28E, this Agreement by and between City of Raymond, Iowa and the City of Elk Run Heights, Iowa shall be known as the City of Raymond and City of Elk Run Heights Agreement for Maintenance Services.
- 1.2 No separate entity is created by this agreement.
- 1.3 No funds shall be held by any entity pursuant to this agreement.
- 1.4 Elk Run Heights employees shall at all times be considered employees of Elk Run Heights, and not Raymond, for all legal purposes, including but not limited to workers' compensation and liability insurance.
- 1.5 Elk Run Heights will file this agreement with the Secretary of State in the usual and customary manner.

## **2 PURPOSE AND SCOPE**

- 2.1 The purpose of this Agreement is to provide Maintenance duties for the City of Raymond.

## **3 FEES**

- 3.1 The City of Elk Run Heights agrees to handle certain enumerated maintenance duties for the City of Raymond, on the terms and conditions stated.
- 3.2 The City of Raymond agrees to pay City of Elk Run Heights for enumerated maintenance services based upon an hourly rate of \$30.48, plus mileage incurred by Elk Run Heights Employees at the federal mileage rate, plus any expenses associated with the use of Elk Run Heights' equipment, materials, and supplies. Hours shall not exceed twenty (20) hours in a work week. The City of Raymond will pay said amounts based within forty-five days of receiving an invoice from Elk Run Heights. Elk Run Heights shall bill the City of Raymond on a monthly basis, providing an itemization of services rendered, mileage, and the cost of any equipment, materials, and supplies. Said hourly rate may be amended by Elk Run Heights each July 1 of the contract.

## **4 MAINTENANCE**

- 4.1 City of Elk Run Heights agrees to provide Maintenance duties to the City of Raymond, as specifically set forth herein:

1. Mowing of all grass at city parks, city hall, the fire station, all lift stations, the median on Dubuque Road, and the grass strip south of the railroad tracks east of Budutec Campers log pile;
  2. Dragging the dirt areas of both baseball diamonds;
  3. Filling potholes on all city streets as necessary;
  4. Maintaining all road signs by replacing destroyed signs, repairing damaged signs and straightening any damaged poles;
  5. Check monthly the playground equipment at both parks to ensure said equipment is in good repair and does not constitute a safety hazard;
  6. Empty on a weekly basis the blue garbage cans at the parks into available dumpster;
  7. Weekly during the summary months clean park bathrooms and restock toilet paper;
  8. Note for maintenance any other issues noted and taken necessary action to address the same.
- 4.2 Duties will be conducted during normal working hours as agreed upon by both cities. Further, Elk Run Heights will use reasonable best efforts to prioritize work appropriately and to complete all necessary maintenance work in the agreed maximum twenty (20) hours per week, but nothing in this contract shall obligate Elk Run Heights to work beyond the twenty (20) hour limit, unless the Mayor expressly so agrees in writing
- 4.3 Maintenance services will be paid for as provided in Section 3.2.
- 4.4 All Maintenance will be performed using Raymond's equipment, materials, and supplies, unless otherwise agreed that Elk Run Heights will provide the equipment, materials, and supplies in a given circumstance. If Elk Run Heights provides equipment, materials, and supplies, or any combination of thereof, Raymond shall reimburse Elk Run Heights for the cost of said equipment, materials, and supplies.

## 5 HOLD HARMLESS, JURISDICTION

- 5.1 The City of Raymond will hold harmless, indemnify, and defend all claims and suits for liability against the City of Elk Run Heights and any of its employees arising as a result of any services performed by the City of Elk Run Heights under this agreement.
- 5.2 Disputes under this agreement will be resolved by a competent court in the State of Iowa. Neither party will approach a court without attempting, in good faith, voluntary mediation before a mutually agreeable mediator.

## 6 AMENDMENTS

- 6.1 Any portion of this Agreement may be amended at any time, as mutually agreed, by Resolution of the City of Raymond City Council and Resolution of the City of Elk Run Heights Council.

## 7 DURATION OF AGREEMENT

- 7.1 This Agreement shall continue until terminated by either the City of Raymond or the City of Elk Run Heights, with thirty (30) days written notice to the City Clerk.

## 8 EFFECTIVE DATE

- 8.1 This Agreement shall commence on July 15, 2022.

Passed and approved this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Lisa Smock, Mayor of Elk Run Heights

ATTEST:

\_\_\_\_\_  
Julie Eastman, City Clerk/Treasurer

\_\_\_\_\_  
Gary Vick, Mayor of Raymond

ATTEST:

\_\_\_\_\_  
Nancy Miebach, City Clerk

# Ordering Document : City of Elk Run Heights IA - FrontDesk +RM + RMCC

City of Elk Run Heights IA  
 5042 LaFayette Rd  
 Elk Run Heights, IA 50707-1399  
 USA

Julie Eastman  
 City Clerk  
 cityclerk@elkrunheights.com  
 319-232-0020

Reference: 20220610-152303042  
 Quote created: June 10, 2022  
 Quote expires: June 30, 2022  
 Quote created by: Jessica Osterman  
 Account Executive  
 jessica@gworks.com  
 +1 (402) 809-1717

## Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
FrontDesk Standard - Professional Onboarding Professional Onboarding of FrontDesk Standard	FDS-PO	1	\$3,000.00	\$1,500.00 after \$1,500.00 discount
FrontDesk Standard - Annual Subscription Annual Subscription for FrontDesk Standard-150 Public Users	FDS-A	1	\$1,260.00 / year	\$1,260.00 / year for 1 year
Receipt Management - Implementation Module Implementation	RM2500	1	\$1,650.00	\$825.00 after \$825.00 discount
Receipt Management - Annual Fee Annual License & Product Support Agreement Fee	RM10001A	1	\$1,980.00 / year	\$1,980.00 / year for 1 year
Receipt Management: Credit Card - Implementation Module Implementation - Receipt Management Credit Card Interface is	RMCC2500	1	\$1,650.00	\$825.00 after \$825.00 discount

for taking credit and debit card payments at the counter. It does not relate to taking credit card payments over the internet. The quote above is applicable with interfacing with Open Edge's X-Charge software or Forte Payment Systems. There may be additional costs from Open Edge or Forte Payment Systems as your merchant service provider but these costs may be passed on to customers as a convenience fee with each transaction.

Receipt Management: Credit Card - Annual Fee	RMCC2500A	1	\$660.00 / year	\$660.00 / year for 1 year
Annual License & Product Support Agreement Fee				

gWorks Payments with ACH Pass-through	GPAY	1	\$0.00	\$0.00
Addition of gWorks Payments to FrontDesk				
No cost for implementation.				
Ongoing charges--				
- Credit Card/Debit Card processing: 2.49% plus \$1.00 per transaction with a \$2 minimum				
- ACH Pass-through processing fees: \$1.30 per transaction up to \$50,000.00; \$3.00 per transaction greater than \$50,000.00				
- Account updater service: \$5.00 per month				
- Account updater fees: \$0.70 per update				
- Per Chargeback: \$25.00				
- Per Retrieval Request Processed: \$25.00				
- Per Arbitration Case: \$15.00				
- Per eCheck Return: \$10.00				
- Per eCheck Refund: \$1.00				
- Per Merchant Disbursement Failure: \$25.00				

### Subtotals

Annual subtotal \$3,900.00

One-time subtotal \$3,150.00  
after \$3,150.00 discount

**Total \$7,050.00**

## Purchase Terms

### Upon signature of the parties, this Order is a legally enforceable agreement.

This Order shall be in effect as of the last date in the signature boxes below ("Effective Date") and shall continue until the end of the term of the last Service in this Order, unless earlier terminated in accordance with the express termination rights set forth in this Order, if any, and the Master Services Agreement. A Service set forth above shall be in effect from the Effective Date and shall continue for the initial term specified herein for such Service, unless earlier terminated in accordance with the express termination rights set forth in this Order, if any, and the Master Services Agreement. Web-based Services and Desktop Services terms are one-year in length from January 1 - December 31 ("Calendar Year"). If this Effective Date is within a Calendar Year, the initial term prorates from the Effective Date month to the end of the Calendar Year. Upon expiration of the initial term of the applicable Web-based or Desktop Service, such Service will automatically renew for additional successive renewal periods of a one-year in term length aligned to the Calendar Year for such Service, unless earlier terminated in accordance with the express termination rights set forth in this Order, if any, and the Master Services Agreement or unless either party provides the other party written notice of non-renewal no less than thirty (30) days prior to the end of the then-current initial term or renewal term for such Service.

Upon termination or expiration of a Service: (a) Client shall immediately pay all outstanding amounts it owes to gWorks for such Service as set forth in the table above; (b) Client shall immediately cease using such Service; (c) gWorks may take steps to change, remove, or otherwise block Client's access to such Service; and (d) upon payment in full of all fees owed to it, gWorks shall deliver to Client any Deliverables related to such Service, in their current form as of the effective date of termination or expiration, along with all documentation, Specifications, and Client Materials in gWorks' possession related to such Service. Annual fees are nonrefundable. Notwithstanding the above, if, within thirty (30) days after the termination of a Service data export is requested by Client, gWorks shall export such data files to Client, and such services will be charged at gWorks then-standard rates. No termination or expiration of a Service, this Order, or the Master Services Agreement will affect Client's obligation to pay all amounts set forth in the table above.

Fees for all one-time Implementation or Professional Onboarding or Professional Services and fees for all Web-based Services and Desktop Services are due and payable as follows:

- Implementation or Professional Onboarding or Professional Services fees are due in full upon the Effective Date of this Order.
- Annual fees are payable in full or prorated based on the calendar month on the execution of this Ordering Document for the first year. For subsequent terms, the annual subscription, license, and product support fees (collectively, "annual fees") are due before or by the start of the Calendar Year term thereafter.

Any Professional Services not defined in this Ordering Document are billable at gWorks' current hourly billable rate, or at gWorks sole discretion may be a separate Ordering Document of defined Services. Onsite service requests are billable at gWorks' current hourly billable rate with a minimum of eight (8) hours. One-time complimentary remote, web-based training is included with each Desktop Service within 15 days of software implementation. If the Client does not complete this complimentary training within 15 days, the training will be billable at gWorks' current hourly billable rate. Complimentary training will not exceed 2 hours per Desktop Service, or as set forth at gWorks sole discretion.

This Order is subject to the agreements, policies, and documents set forth below, all of which are incorporated herein by reference, and which include a Sub-Merchant Agreement for card processing by a third-party service provider which includes an application for such card processing services provided to such third-party by gWorks with Client's credentials, including banking information, provided by Client and captured by gWorks in a "Merchant Boarding Form" which form is available to Client by gWorks upon request. By signing this Order, the Client expressly agrees that the information in the Merchant Boarding Form is true and accurate, and to all terms and conditions in the agreements, policies, and documents set forth below.

- Master Services Agreement & Terms of Service: <https://www.gworks.com/g2msatos/>
- Product Support Agreement: <https://www.gworks.com/2022-productsupportagreement/>
- Privacy Policy: <https://www.gworks.com/privacy-policy/>
- Sub-Merchant Agreement for Card Processing Services:
  - Bank Disclosure: [https://portal.payments.gworks.cloud/bank\\_disclosures?id=g15fdb7f154b2c6](https://portal.payments.gworks.cloud/bank_disclosures?id=g15fdb7f154b2c6)
  - Payment Sub-Merchant Agreement: <https://portal.payments.gworks.cloud/terms?id=g1602542276a163>

By signing this Order, the individual signing on behalf of Client certifies and warrants that they are authorized to sign on behalf of the Client, agree to the terms of this Order and any agreements and documents incorporated herein, attests that the information for this application and onboarding are correct to the best of their knowledge, and that, upon their signature, this Order and any documents incorporated herein will become the legally binding agreement of the Client.

## Questions? Contact me



Jessica Osterman

Account Executive

jessica@gworks.com

+1 (402) 809-1717

gWorks

3905 S 148th St, Ste 200

Omaha, NE 68144

USA

[Download quote](#)

[Print quote](#)

**ORDINANCE 274**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ELK RUN HEIGHTS, IOWA, BY AMENDING PROVISIONS PERTAINING TO GARBAGE AND YARDWASTE SERVICE CHARGES**

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

**SECTION 1. SECTION MODIFIED.** Section 13.24.160 of the Code of Ordinances of the City of Elk Run Heights, Iowa, is repealed and the following adopted in lieu thereof:

Paragraph A:

For each single-family residence, thirteen dollars and twenty-five cents (\$13.91) per month

Paragraph B:

For each unit of a two-family dwelling unit, twenty-seven dollars and eight-two cents (\$27.82) per month

Paragraph D:

A deposit of twenty-seven dollars (\$27.00) shall be required for all new applicants of service

**SECTION 2. SECTION MODIFIED.** That Section 13.24.161 of the Code of Ordinances of the City of Elk Run Heights, Iowa, is repealed and the following adopted in lieu thereof:

Paragraph B:

A deposit of one dollar (\$1.00) shall be required for all new application of service

**SECTION 3. SEVERABILITY CLAUSE.** If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 4. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law. New rates to go into effect August 1, 2022

**PASSED BY THE COUNCIL THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_, AND APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_**

First Reading: 06/14/2022

Second Reading:

Third Reading:

**ATTEST:**

\_\_\_\_\_  
**Lisa Smock, Mayor**

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

I certify that the foregoing was published as Ordinance No. \_\_\_ on the \_\_\_ day of  
\_\_\_\_\_, 20\_\_

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

**ORDINANCE 275**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ELK RUN HEIGHTS, IOWA, BY AMENDING PROVISIONS PERTAINING TO WATER SERVICE CHARGES**

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

**SECTION 1. Section(s) Modified. Chapter 13.04 Section 13.04.050 Rates and charges – General requirements Paragraph A and B** of the Elk Run Heights Municipal Code of Ordinances is repealed, and the following rates adopted in lieu thereof;

A. Minimum rates and charges for water services based upon two thousand gallons monthly (2,000) shall be as follows:

Meter Size	(in inches)	Monthly Billing
	5/8	\$18.50
	1	\$22.50
	2	\$25.50
	3	\$28.50
	4	\$30.50

B. Rates and charges over the minimum shall be six dollars per 2,000 gallons

**SECTION 2. Section(s) Modified. Chapter 13.04 Section 13.04.080 Meter deposits and rates – sentence (3)** of the Elk Run Heights Municipal Code of Ordinances shall be amended to:

A meter deposit of (\$37.00) thirty-seven dollars shall be required for residential users and business and commercial user rate is depending on the meter size.

**SECTION 3. SEVERABILITY CLAUSE.** If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 4. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law. New rates to go into effect August 1, 2022

**PASSED BY THE COUNCIL THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_, AND APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_**

First Reading: 06/14/2022  
Second Reading:  
Third Reading:

**ATTEST:**

\_\_\_\_\_  
**Lisa Smock, Mayor**

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

I certify that the foregoing was published as Ordinance No. \_\_\_ on the \_\_\_ day of \_\_\_\_\_, 20\_\_

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

## ORDINANCE 276

### AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ELK RUN HEIGHTS, IOWA, BY AMENDING PROVISIONS PERTAINING TO SEWER SERVICE CHARGES

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

**SECTION 1. SECTION MODIFIED.** Chapter 13.16 of the Code of Ordinances of the City of Elk Run Heights, Iowa, is repealed, and the following rates adopted in lieu thereof:

#### **13.16.050 Classifications established.**

The following class of users and charges to those users are established:

- A. Class I. Residential Users. Single Family contributors forty dollars (\$40.00) per month for operation and maintenance, including replacement.
- B. Class II. Light Commercial/Institutional Users. Nonresidential users who contribute between zero and five thousand gallons per month of less than or equal to normal domestic strength wastewater, forty dollars (\$40.00) per month for operation and maintenance, including replacement.
- C. Class III. Medium Commercial/Institutional Users. Nonresidential users who contribute between five thousand and seventeen thousand gallons per month of less than or equal to normal domestic strength wastewater, sixty dollars (\$60.00) per month for operation and maintenance, including replacement. D. Class IV.
  1. Heavy Commercial and Industrial Users (nonresidential users who contribute more than seventeen thousand gallons per month)
  2. Each contributor shall pay a minimum charge of twenty-eight dollars (\$28.00). In addition, each contributor shall pay a user rate of two dollars and ninety-five cents (\$2.95) per thousand gallons per month of water or wastewater as determined in subsection D(3) of this section.
  3. For industrial and commercial contributors, user charges shall be based on water meter readings for the current month. If a commercial or industrial contributor has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater works, the user charge for that contributor may be based on a wastewater meter or separate water meter installed and maintained at the contributor's expense, and in a manner acceptable to the city.
  4. The wastewater superintendent shall identify those contributors whose wastewater significantly exceeds the strength of normal domestic wastewater and shall thereafter, through regular sampling and testing, monitor the strength and volume of the wastewater.
- E. Class V. Heavy institutional Users (Schools). Four hundred and fifteen dollars (\$415.00) per month for operation and maintenance, including replacement.

**SECTION 2. SECTION MODIFIED.** Chapter 13.16 of the Code of Ordinances of the City of Elk Run Heights, Iowa, is repealed, and the following rates adopted in lieu thereof:

**13.16.080 BILLING.** All users shall be billed monthly. Billing for any particular month shall be made within fifteen days after the beginning of that month. Payments are due when

the billings are made. Any payment not received within fifteen days after the billing is made shall be delinquent.

**SECTION 3. SECTION MODIFIED.** Chapter 13.16 of the Code of Ordinances of the City of Elk Run Heights, Iowa, is repealed, and the following rates adopted in lieu thereof:

**13.16.120 DEPOSIT.** A deposit fee shall be required of any person or business or corporation applying for. A deposit of eighty dollars (\$80.00) shall be required for all users. No interest shall be paid on deposits. The Following shall not be required to post a deposit:

- A. Any municipal or political or governmental subdivision of the state of Iowa;
- B. Present customer accounts which do not have a deposit on file.

**SECTION 4. SEVERABILITY CLAUSE.** If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 5. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law. New rates to go into effect August 1, 2022

**PASSED BY THE COUNCIL THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_, AND  
APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_**

First Reading: 06/14/2022

Second Reading:

Third Reading:

**ATTEST:**

\_\_\_\_\_  
**Lisa Smock, Mayor**

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

I certify that the foregoing was published as Ordinance No. \_\_\_ on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

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

## CHAPTER 151

### TREES

151.01 Definition

151.02 Planting Restrictions

151.03 Duty To Trim Trees

151.04 Trimming Trees To Be Supervised

151.05 Disease Control

151.06 Inspection and Removal

**151.01 DEFINITION.** For use in this chapter, “parking” means that part of the street, avenue, or highway in the City not covered by sidewalk and lying between the lot line and the curb line or, on unpaved streets, that part of the street, avenue, or highway lying between the lot line and that portion of the street usually traveled by vehicular traffic.

**151.02 PLANTING RESTRICTIONS.** No tree shall be planted in any parking or street except in accordance with the following:

1. **Alignment.** All trees planted in any street shall be planted in the parking midway between the outer line of the sidewalk and the curb. In the event a curb line is not established, trees shall be planted on a line 10 feet from the property line.
2. **Spacing.** Trees shall not be planted on any parking that is less than nine feet in width, or contains less than 81 square feet of exposed soil surface per tree. Trees shall not be planted closer than 20 feet from street intersections (property lines extended) and 10 feet from driveways. If it is at all possible, trees should be planted inside the property lines and not between the sidewalk and the curb.
3. **Prohibited Trees.** No person shall plant in any street any fruit-bearing tree or any tree of the kinds commonly known as cottonwood, poplar, box elder, Chinese elm, or black walnut.

**151.03 DUTY TO TRIM TREES.** The owner or agent of the abutting property shall keep the trees on, or overhanging the street, trimmed so that all branches will be at least 15 feet above the surface of the street and eight feet above the sidewalks. If the abutting property owner fails to trim the trees, the City may serve notice on the abutting property owner requiring that such action be taken within five days. If such action is not taken within that time, the City may perform the required action and assess the costs against the abutting property for collection in the same manner as a property tax.

*(Code of Iowa, Sec. 364.12[2c and e])*

**151.04 TRIMMING TREES TO BE SUPERVISED.** Except as allowed in Section 151.03, it is unlawful for any person to trim or cut any tree in a street or public place unless the work is done under the supervision of the City.

 **151.05 DISEASE CONTROL.** Any dead, diseased, or damaged tree or shrub that may harbor serious insect or disease pests or disease injurious to other trees is hereby declared to be a nuisance. This includes, but is not limited to, trees infected with Dutch Elm or other infectious disease as identified by a qualified arborist; or, any dead, diseased, or damaged trees or plant materials which may harbor serious insect or disease pests or disease injurious to other trees or plant materials; or, any healthy tree in such a state of deterioration that any part of such tree is likely to fall and damage property or cause injury to persons. In addition to any action taken

under this chapter, trees infected with Dutch Elm shall be dealt with in strict compliance with this chapter. If a qualified arborist determines that a diseased or damaged tree or plant material may be brought to full health by chemical or other treatment, the City will not enforce the provisions of this chapter if a property owner or tenant provides proof to the City that such treatment has been properly applied. If however, a qualified arborist determines that such treatment is ineffective, the City may enforce the provisions of this chapter and this Code of Ordinances.

**151.06 INSPECTION AND REMOVAL.** The Council shall inspect or cause to be inspected any trees or shrubs in the City reported or suspected to be dead, diseased or damaged, and such trees and shrubs shall be subject to the following:

1. City Property. If it is determined that any such condition exists on any public property, including the strip between the curb and the lot line of private property, the Council may cause such condition to be corrected by treatment or removal. The Council may also order the removal of any trees on the streets of the City which interfere with the making of improvements or with travel thereon.
2. Private Property. If it is determined with reasonable certainty that any such condition exists on private property and that danger to other trees or to adjoining property or passing motorists or pedestrians is imminent, the Council shall notify by certified mail the owner, occupant or person in charge of such property to correct such condition by treatment or removal within 14 days of said notification. If such owner, occupant, or person in charge of said property fails to comply within 14 days of receipt of notice, the Council may cause the condition to be corrected and the cost assessed against the property.

*(Code of Iowa, Sec. 364.12[3b and h])*

[The next page is 1013]

**CHAPTER 66**  
**LOAD AND WEIGHT RESTRICTIONS**

66.01 Temporary Embargo  
66.02 Permits for Excess Size and Weight  
66.03 Load Limits Upon Certain Streets

66.04 Load Limits on Bridges  
66.05 Truck Routes

**66.01 TEMPORARY EMBARGO.** If the Council declares an embargo when it appears by reason of deterioration, rain, snow or other climatic conditions that certain streets will be seriously damaged or destroyed by vehicles weighing in excess of an amount specified by the signs, no such vehicles shall be operated on streets so designated by such signs erected in accordance with Chapter 61 of this Traffic Code.

*(Code of Iowa, Sec. 321.471 and 472)*

**66.02 PERMITS FOR EXCESS SIZE AND WEIGHT.** The Council may, upon application and good cause being shown, issue a special permit in writing authorizing the applicant to operate or move a vehicle or combination of vehicles of a size or weight or load exceeding the maximum specified by State law or the City over those streets or bridges named in the permit which are under the jurisdiction of the City and for which the City is responsible for maintenance.

*(Code of Iowa, Sec. 321.473 and 321E.2)*

**66.03 LOAD LIMITS UPON CERTAIN STREETS.** When signs are erected giving notice thereof, no person shall operate any vehicle with a gross weight in excess of the amounts specified on such signs at any time upon any of the streets or parts of streets for which said signs are erected in accordance with Chapter 61 of this Traffic Code.

*(Code of Iowa, Sec. 321.473 and 475)*

**66.04 LOAD LIMITS ON BRIDGES.** Where it has been determined that any City bridge has a capacity less than the maximum permitted on the streets of the City, or on the street serving the bridge, the Council may cause to be posted and maintained signs, in accordance with Chapter 61 of this Traffic Code, on said bridge and at suitable distances ahead of the entrances thereof to warn drivers of such maximum load limits, and no person shall drive a vehicle weighing, loaded or unloaded, upon said bridge in excess of such posted limit.

*(Code of Iowa, Sec. 321.471)*

**66.05 TRUCK ROUTE.** When truck routes have been designated in accordance with Chapter 61, any motor vehicle exceeding established weight limits shall comply with the following:

1. Use of Established Routes. Every such motor vehicle having no fixed terminal within the City or making no scheduled or definite stops within the City for the purpose of loading or unloading shall travel over or upon those streets within the City designated as truck routes and none other.

*(Code of Iowa, Sec. 321.473)*

2. Deliveries Off Truck Route. Any such motor vehicle, when loaded or empty, having a fixed terminal, making a scheduled or definite stop within the City for the purpose of loading or unloading shall proceed over or upon the designated routes to the

Commented [AF65]: Are there routes to list?

3. Wheelchair Parking Cones. No person shall use or interfere with a wheelchair parking cone in violation of the following:
- A. A person issued a persons with disabilities parking permit must comply with the requirements of Section 321L.2A[1] of the *Code of Iowa* when utilizing a wheelchair parking cone.
  - B. A person shall not interfere with a wheelchair parking cone that is properly placed under the provisions of Section 321L.2A[1] of the *Code of Iowa*.

**69.08 TRUCK PARKING LIMITED.** No person shall park a motor truck, semi-trailer, or other motor vehicle with trailer attached in violation of the following regulations. The provisions of this section do not apply to pick-up, light delivery, or panel delivery trucks.

(*Code of Iowa, Sec. 321.236[1]*)

1. Business District. Excepting only when such vehicles are actually engaged in the delivery or receiving of merchandise or cargo within the prohibited area, no person shall park or leave unattended such vehicle, on any of the following designated streets. When actually receiving or delivering merchandise or cargo such vehicle shall be stopped or parked in a manner that will not interfere with other traffic.

A. \_\_\_\_\_, on the \_\_\_\_\_ side from \_\_\_\_\_ to \_\_\_\_\_.

B. \_\_\_\_\_, on the \_\_\_\_\_ side from \_\_\_\_\_ to \_\_\_\_\_.

2. All Night. No such vehicle shall be left unattended or parked upon any of the following designated streets or alleys for a period of time longer than \_\_\_\_\_ between the hours of \_\_\_\_\_.m. and \_\_\_\_\_.m. of any day.

A. \_\_\_\_\_, on the \_\_\_\_\_ side from \_\_\_\_\_ to \_\_\_\_\_.

B. \_\_\_\_\_, on the \_\_\_\_\_ side from \_\_\_\_\_ to \_\_\_\_\_.

C. \_\_\_\_\_, on the \_\_\_\_\_ side from \_\_\_\_\_ to \_\_\_\_\_.

3. Noise. No such vehicle shall be left standing or parked upon any street, alley, public or private parking lot, or drive of any service station between the hours of \_\_\_\_\_.m. and \_\_\_\_\_.m. with the engine, auxiliary engine, air compressor, refrigerating equipment or other device in operation giving off audible sounds excepting only the drive of a service station when actually being serviced, and then in no event for more than 30 minutes.

4. Livestock. No such vehicle containing livestock shall be parked on any street, alley, or highway for a period of time of more than \_\_\_\_\_.

**69.09 TRUCK PARKING PERMIT.** All trucks and semi-tractors shall only be allowed to park within the City limits after displaying a properly issued parking permit which

is issued and signed by the Mayor. The City will permit parking of trucks and semi-tractors by written permit. Permits will be issued allowing parking under the following conditions:

1. The permit applicant must be the registered owner/operator of the truck and a resident of the lot where the truck or semi-tractor will be parked.
2. The parking permit will be issued to the owner/operator for the truck or semi-tractor described on the parking permit. The permit shall be nontransferable.
3. The truck or semi-tractor may be parked only at the address given on the permit and nowhere else within the City, and only driven on the route designated on the permit.
4. The parking permit shall specifically deny excessive idling as defined as the operating of the truck or semi-tractor in excess of 30 minutes.
5. The truck or semi-tractor shall be parked in the owner's/operator's driveway allowing ample room for right-of-way, with the parking permit displayed conspicuously in the windshield.
6. The truck or semi-tractor shall be backed in the drive so that the parking permit is visible from the street.
7. The enforcement of the rules granting a parking permit shall be enforced either by a simple misdemeanor ordinance violation, or, alternatively, a municipal infraction.
8. Upon conviction of a violation of the parking permit rules, the Mayor shall revoke the parking permit.
9. Reissuance of a parking permit shall be discretionary with the Mayor upon his satisfaction that the owner/operator will cease and desist any further violations.
10. That an owner/operator convicted of two violations of this section shall not be entitled to issuance of a parking permit for a period not to exceed five years.

**69.10 SNOW ROUTES.** The Council may designate certain streets in the City as snow routes. When conditions of snow or ice exist on the traffic surface of a designated snow route, it is unlawful for the driver of a vehicle to impede or block traffic.

*(Code of Iowa, Sec. 321.236[12])*

**69.11 SNOW EMERGENCY.**

1. No person shall park, abandon, or leave unattended any vehicle on any public street, alley, or City-owned off-street parking area during any snow emergency proclaimed by the Mayor unless the snow has been removed or plowed from said street, alley, or parking area and the snow has ceased to fall. The parking prohibition shall not go into effect until two hours after a snow emergency has been declared in accordance with this section. A snow emergency parking ban shall continue from its proclamation through the duration of the snow or ice storm and the 48-hour period after cessation of such storm, except as above provided upon streets which have been fully opened. Such emergency may be extended or shortened when conditions warrant.
2. When weather forecasts or occurrences indicate the need, the Mayor or Police Chief (or in the absence or unavailability of the Mayor, the Mayor Pro Tem) shall proclaim a snow emergency and request all available news media to publicize the proclamation and applicable parking restrictions.
3. When it is declared that a snow emergency is in effect, it is unlawful for the driver of any vehicle to impede or block traffic on any City street.

4. Any peace officer or the street commissioner shall be authorized to cause the towing of vehicles blocking traffic or parking on a City street during a snow emergency in violation of this section. The owner of the vehicle shall pay the costs of towing and storage occasioned by the removal of the vehicle.

5. In any proceeding for violation of this section, the registration plate displayed on a motor vehicle involved in such violation shall constitute in evidence a prima facie presumption that the registered owner of such motor vehicle was the person who parked or placed such motor vehicle at the point where such violation occurred.

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rates shall be done by ordinance. If no increase is warranted, the existing rates shall remain in effect until further review.

**92.05 SERVICE DISCONTINUED.** Water service to delinquent customers shall be discontinued or disconnected in accordance with the following:

*(Code of Iowa, Sec. 384.84)*

1. Notice. The Clerk shall notify each delinquent customer that service will be discontinued or disconnected if payment of the combined service account, including late payment charges, is not received by the date specified in the notice of delinquency. Such notice shall be sent by ordinary mail to the customer in whose name the delinquent charges were incurred and shall inform the customer of the nature of the delinquency and afford the customer the opportunity for a hearing prior to the discontinuance or disconnection.

2. Notice to Landlords. If the customer is a tenant, and if the owner or landlord of the property or premises has made a written request for notice, the notice of delinquency shall also be given to the owner or landlord. If the customer is a tenant and requests a change of name for service under the account, such request shall be sent to the owner or landlord of the property if the owner or landlord has made a written request for notice of any change of name for service under the account to the rental property.

3. **Hearing.** If a hearing is requested [by noon of the day preceding the shut off]<sup>†</sup>, the \_\_\_\_\_ shall conduct an informal hearing and shall make a determination as to whether the discontinuance or disconnection is justified. [The customer has the right to appeal the \_\_\_\_\_'s decision to the Council, and if the Council finds that discontinuance or disconnection is justified, then such discontinuance or disconnection shall be made, unless payment has been received.]<sup>‡</sup>

4. Fees. A fee of \$25.00 shall be charged before service is restored to a delinquent customer, if done so during regular weekday business hours. After 4:00 p.m. and on weekends, a fee of \$50.00 shall be charged before service is restored to a delinquent customer. No fee shall be charged for the usual or customary trips in the regular changes in occupancies of property.

**92.06 LIEN FOR NONPAYMENT.** The owner of the premises served and any lessee or tenant thereof shall be jointly and severally liable for water service charges to the premises. Water service charges remaining unpaid and delinquent shall constitute a lien upon the property or premises served and shall be certified by the Clerk to the County Treasurer for collection in the same manner as property taxes.

*(Code of Iowa, Sec. 384.84)*

**92.07 LIEN EXEMPTION.**

*(Code of Iowa, Sec. 384.84)*

1. Water Service Exemption. The lien for nonpayment shall not apply to charges for water service to a residential or commercial rental property where water service is separately metered and the rates or charges for the water service are paid directly to the City by the tenant, if the landlord gives written notice to the City that the property is residential or commercial rental property and that the tenant is liable for the rates or charges. The City may require a deposit not exceeding the usual cost of 90 days of such

<sup>†</sup> Alternate requirement: [within 10 days after notice of the proposed disconnection,]

<sup>‡</sup> Language in brackets is optional.

**CHAPTER 135**  
**STREET USE AND MAINTENANCE**

135.01 Removal of Warning Devices	135.08 Burning Prohibited
135.02 Obstructing or Defacing	135.09 Excavations
135.03 Placing Debris On	135.10 Property Owner's Responsibility for Maintenance
135.04 Playing In	135.11 Failure to Maintain
135.05 Traveling On Barricaded Street or Alley	135.12 Dumping of Snow
135.06 Use for Business Purposes	135.13 Driveway Culverts
135.07 Washing Vehicles	

**135.01 REMOVAL OF WARNING DEVICES.** It is unlawful for a person to willfully remove, throw down, destroy, or carry away from any street or alley any lamp, obstruction, guard, or other article or things, or extinguish any lamp or other light, erected or placed thereupon for the purpose of guarding or enclosing unsafe or dangerous places in said street or alley without the consent of the person in control thereof.

*(Code of Iowa, Sec. 716.1)*

**135.02 OBSTRUCTING OR DEFACING.** It is unlawful for any person to obstruct, deface or injure any street or alley in any manner.

*(Code of Iowa, Sec. 716.1)*

**135.03 PLACING DEBRIS ON.** It is unlawful for any person to throw or deposit on any street or alley any glass, glass bottle, nails, tacks, wire, cans, trash, garbage, rubbish, litter, offal, leaves, grass, or any other debris likely to be washed into the storm sewer and clog the storm sewer, or any substance likely to injure any person, animal, or vehicle.

*(Code of Iowa, Sec. 321.369)*

**135.04 PLAYING IN.** It is unlawful for any person to coast, sled, or play games on streets or alleys, except in the areas blocked off by the City for such purposes.

*(Code of Iowa, Sec. 364.12[2])*

**135.05 TRAVELING ON BARRICADED STREET OR ALLEY.** It is unlawful for any person to travel or operate any vehicle on any street or alley temporarily closed by barricades, lights, signs, or flares placed thereon by the authority or permission of any City official, police officer, or member of the Fire Department.

**135.06 USE FOR BUSINESS PURPOSES.** It is unlawful to park, store or place, temporarily or permanently, any machinery or junk or any other goods, wares, and merchandise of any kind upon any street or alley for the purpose of storage, exhibition, sale, or offering same for sale, without permission of the Council.

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**135.07 WASHING VEHICLES.** It is unlawful for any person to use any public sidewalk, street, or alley for the purpose of washing or cleaning any automobile, truck equipment, or any vehicle of any kind when such work is done for hire or as a business. This does not prevent any person from washing or cleaning his or her own vehicle or equipment when it is lawfully parked in the street or alley.

**135.08 BURNING PROHIBITED.** No person shall burn any trash, leaves, rubbish, or other combustible material in any curb and gutter or on any paved or surfaced street or alley.

**135.09 EXCAVATIONS.** No person shall dig, excavate, or in any manner disturb any street, parking, or alley except in accordance with the following:

1. Permit Required. No excavation shall be commenced without first obtaining a permit. A written application for such permit shall be filed with the City and shall contain the following:
  - A. An exact description of the property, by lot and street number, in front of or along which it is desired to excavate;
  - B. A statement of the purpose, for whom and by whom the excavation is to be made;
  - C. The person responsible for the refilling of said excavation and restoration of the street or alley surface; and
  - D. Date of commencement of the work and estimated completion date.
2. Public Convenience. Streets and alleys shall be opened in the manner that will cause the least inconvenience to the public and admit the uninterrupted passage of water along the gutter on the street.
3. Barricades, Fencing, and Lighting. Adequate barricades, fencing, and warning lights meeting standards specified by the City shall be so placed as to protect the public from hazard. Any costs incurred by the City in providing or maintaining adequate barricades, fencing, or warning lights shall be paid to the City by the permit holder/property owner.
4. Bond Required. The applicant shall post with the City a penal bond in the minimum sum of \$1,000.00 issued by a surety company authorized to issue such bonds in the State. The bond shall guarantee the permittee's payment for any damage done to the City or to public property, and payment of all costs incurred by the City in the course of administration of this section. In lieu of a surety bond, a cash deposit of \$1,000.00 may be filed with the City.
5. Insurance Required. Each applicant shall also file a certificate of insurance indicating that the applicant is carrying public liability insurance in effect for the duration of the permit covering the applicant and all agents and employees for the following minimum amounts:
  - A. Bodily Injury - \$50,000.00 per person; \$100,000.00 per accident.
  - B. Property Damage - \$50,000.00 per accident.
6. Restoration of Public Property. Streets, sidewalks, alleys, and other public property disturbed in the course of the work shall be restored to the condition of the property prior to the commencement of the work, or in a manner satisfactory to the City, at the expense of the permit holder/property owner.
7. Inspection. All work shall be subject to inspection by the City. Backfill shall not be deemed completed, and no resurfacing of any improved street or alley surface shall begin, until such backfill is inspected and approved by the City. The permit holder/property owner shall provide the City with notice at least 24 hours prior to the time when inspection of backfill is desired.

8. Completion by the City. Should any excavation in any street or alley be discontinued or left open and unfinished for a period of 24 hours after the approved completion date, or in the event the work is improperly done, the City has the right to finish or correct the excavation work and charge any expenses for such work to the permit holder/property owner.

9. Responsibility for Costs. All costs and expenses incident to the excavation shall be borne by the permit holder and/or property owner. The permit holder and owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by such excavation.

10. Notification. At least 48 hours prior to the commencement of the excavation, excluding Saturdays, Sundays, and legal holidays, the person performing the excavation shall contact the Statewide Notification Center and provide the center with the information required under Section 480.4 of the *Code of Iowa*.

11. Permit Fee. A permit fee of \$10.00 shall be payable at the time of filing the application with the City. A separate permit shall be required for each excavation.

12. Permit Issued. Upon approval of the application, filing of bond and insurance certificate, and payment of any required fees, a permit shall be issued.

⇒ Optional:

13. Permit Exemption. Utility companies are exempt from the permit application requirement of this section. They shall, however, comply with all other pertinent provisions and shall post with the City a yearly bond in the amount of \$\_\_\_\_\_ to guarantee such compliance.

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**135.10 PROPERTY OWNER'S RESPONSIBILITY FOR MAINTENANCE.** The abutting property owner shall maintain all property outside the lot and property lines and inside the curb lines upon public streets and shall keep such area in a safe condition, free from nuisances, obstructions, and hazards. In the absence of a curb, such property shall extend from the property line to that portion of the public street used or improved for vehicular purposes. The abutting property owner shall not be required to remove diseased trees or dead wood on the publicly owned property or right-of-way. Maintenance includes, but is not limited to, timely mowing, trimming trees and shrubs, and picking up litter and debris. The abutting property owner may be liable for damages caused by failure to maintain the publicly owned property or right-of-way.†

*(Code of Iowa, Sec. 364.12[2c])*

**135.11 FAILURE TO MAINTAIN.** If the abutting property owner does not perform an action required under the above section within a reasonable time, the City may perform the required action and assess the cost against the abutting property for collection in the same manner as a property tax.

*(Code of Iowa, Sec. 364.12[2e])*

**135.12 DUMPING OF SNOW.** It is unlawful for any person to throw, push, or place or cause to be thrown, pushed or placed, any ice or snow from private property, sidewalks, or driveways onto the traveled way of a street or alley so as to obstruct gutters, or impede the passage of vehicles upon the street or alley or to create a hazardous condition therein; except where, in the cleaning of large commercial drives in the Business District it is absolutely

† **EDITOR'S NOTE:** See also Section 136.04 relating to property owner's responsibility for maintenance of sidewalks.

**CHAPTER 136**  
**SIDEWALK REGULATIONS**

136.01 Purpose	136.10 Failure to Repair or Barricade
136.02 Definitions	136.11 Interference with Sidewalk Improvements
136.03 Removal of Snow, Ice, and Accumulations	136.12 Encroaching Steps
136.04 Property Owner's Responsibility for Maintenance	136.13 Openings and Enclosures
136.05 City May Order Repairs	136.14 Fires or Fuel on Sidewalks
136.06 Sidewalk Construction Ordered	136.15 Defacing
136.07 Permit Required	136.16 Debris on Sidewalks
136.08 Sidewalk Standards	136.17 Merchandise Display
136.09 Barricades and Warning Lights	136.18 Sales Stands

**136.01 PURPOSE.** The purpose of this chapter is to enhance safe passage by citizens on sidewalks, to place the responsibility for the maintenance, repair, replacement, or reconstruction of sidewalks upon the abutting property owner and to minimize the liability of the City.

**136.02 DEFINITIONS.** For use in this chapter the following terms are defined:

1. "Broom finish" means a sidewalk finish that is made by sweeping the sidewalk when it is hardening.
2. "Established grade" means that grade established by the City for the particular area in which a sidewalk is to be constructed.
3. "One-course construction" means that the full thickness of the concrete is placed at one time, using the same mixture throughout.
4. "Owner" means the person owning the fee title to property abutting any sidewalk and includes any contract purchaser for purposes of notification required herein. For all other purposes, "owner" includes the lessee, if any.
5. "Portland cement" means any type of cement except bituminous cement.
6. "Sidewalk" means all permanent public walks in business, residential or suburban areas.
7. "Sidewalk improvements" means the construction, reconstruction, repair, replacement, or removal of a public sidewalk and/or the excavating, filling, or depositing of material in the public right-of-way in connection therewith.
8. "Wood float finish" means a sidewalk finish that is made by smoothing the surface of the sidewalk with a wooden trowel.

**136.03 REMOVAL OF SNOW, ICE, AND ACCUMULATIONS.** The abutting property owner shall remove snow, ice, and accumulations promptly from sidewalks. If a property owner does not remove snow, ice, or accumulations within a reasonable time, the City may do so and assess the costs against the property owner for collection in the same manner as a property tax. The abutting property owner may be liable for damages caused by failure to remove snow, ice, and accumulations promptly from the sidewalk.

*(Code of Iowa, Sec. 364.12[2b and e])*

**136.04 PROPERTY OWNER'S RESPONSIBILITY FOR MAINTENANCE.** The abutting property owner shall maintain in a safe and hazard-free condition any sidewalk outside

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the lot and property lines and inside the curb lines or, in the absence of a curb, any sidewalk between the property line and that portion of the public street used or improved for vehicular purposes. The abutting property owner may be liable for damages caused by failure to maintain the sidewalk.

*(Code of Iowa, Sec. 364.12[2c])*

**136.05 CITY MAY ORDER REPAIRS.** If the abutting property owner does not maintain sidewalks as required, the Council may serve notice on such owner, by certified mail, requiring the owner to repair, replace or reconstruct sidewalks within a reasonable time and if such action is not completed within the time stated in the notice, the Council may require the work to be done and assess the costs against the abutting property for collection in the same manner as a property tax.

*(Code of Iowa, Sec. 364.12[2d and e])*

**136.06 SIDEWALK CONSTRUCTION ORDERED.** The Council may order the construction of permanent sidewalks upon any street or court in the City and may specially assess the cost of such improvement to abutting property owners in accordance with the provisions of Chapter 384 of the *Code of Iowa*.

*(Code of Iowa, Sec. 384.38)*

**136.07 PERMIT REQUIRED.** No person shall remove, reconstruct, or install a sidewalk unless such person has obtained a permit from the City and has agreed in writing that said removal, reconstruction, or installation will comply with all ordinances and requirements of the City for such work. A written application for such permit shall be filed with the City.

**136.08 SIDEWALK STANDARDS.** Sidewalks repaired, replaced, or constructed under the provisions of this chapter shall be of the following construction and meet the following standards:

1. Cement. Portland cement shall be the only cement used in the construction and repair of sidewalks.
2. Construction. Sidewalks shall be of one-course construction.
3. Sidewalk Base. Concrete may be placed directly on compact and well-drained soil. Where soil is not well drained, a three-inch sub-base of compact, clean, coarse gravel or sand shall be laid. The adequacy of the soil drainage is to be determined by the City.
4. Sidewalk Bed. The sidewalk bed shall be so graded that the constructed sidewalk will be at established grade.
5. Length, Width and Depth. Length, width and depth requirements are as follows:
  - A. Residential sidewalks shall be at least four feet wide and four inches thick, and each section shall be no more than four feet in length.
  - B. Business District sidewalks shall extend from the property line to the curb. Each section shall be four inches thick and no more than six feet in length.
  - C. Driveway areas shall be not less than six inches in thickness.
6. Location. Residential sidewalks shall be located with the inner edge (edge nearest the abutting private property) on the property line, unless the Council establishes a different distance due to special circumstances.

## CHAPTER 140

# CONTROLLED ACCESS FACILITIES

140.01 Exercise of Police Power  
140.02 Definition  
140.03 Right of Access Limited

140.04 Access Controls Imposed  
140.05 Unlawful Use of Controlled Access Facilities

**140.01 EXERCISE OF POLICE POWER.** This chapter shall be deemed an exercise of the police power of the City under Chapter 306A, *Code of Iowa*, for the preservation of the public peace, health, and safety and for the promotion of the general welfare.  
*(Code of Iowa, Sec. 306A.1)*

**140.02 DEFINITION.** The term “controlled access facility” means a highway or street especially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement or only a controlled right or easement of access, light, air, or view by reason of the fact that their property abuts upon such controlled access facility or for any other reason.  
*(Code of Iowa, Sec. 306A.2)*

**140.03 RIGHT OF ACCESS LIMITED.** No person has any right of ingress or egress to or from abutting lands onto or across any controlled access facility, except at such designated points at which access is permitted.  
*(Code of Iowa, Sec. 306A.4)*

**140.04 ACCESS CONTROLS IMPOSED.** There are hereby fixed and established controlled access facilities within the City, described as follows:  
*(Code of Iowa, Sec. 306A.3)*

1. Project No. F1049(3). On the Primary Road System extension improvement, Project No. F1049(3), Primary Road No. U.S. 20 relocation with the City, described as follows:

*From STA. 1163 + 20.7 (west corporation line) to STA. 1192 + 54.9 (east corporation line)*

regulating access to and from STA. 1163+20.7 to STA. 1192 + 54.9 abutting properties along the highway, all in accordance with the plans for such improvement identified as Project No. F-1049(3), on file in the office of the Clerk.

**140.05 UNLAWFUL USE OF CONTROLLED ACCESS FACILITY.** It is unlawful for any person to:

*(Code of Iowa, Sec. 306A.3 and 321.366)*

1. Cross Dividing Line. Drive a vehicle over, upon, or across any curb, central dividing section, or other separation or dividing line on such controlled access facilities.
2. Turns. Make a left turn or a semicircular or U-turn except through an opening provided for that purpose in the dividing curb section, separation, or line.

3. Use of Lanes. Drive any vehicle except in the proper lane provided for that purpose and in the proper direction and to the right of the central dividing curb, separation, section, or line.
4. Enter Facility. Drive any vehicle into the controlled access facility from a local service road except through an opening provided for that purpose in the dividing curb or dividing section or dividing line that separates such service road from the controlled access facility property.

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**Chapter 10.12**

**CONTROLLED-ACCESS  
FACILITIES**

**Sections:**

- 10.12.010**    **Controlled access facility defined.**
- 10.12.020**    **Establishment.**
- 10.12.030**    **Unlawful uses designated.**

**10.12.010**    **Controlled access facility defined.**

For the purpose of this chapter, a controlled-access facility means a highway or street especially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right of easement of access, light, air or view by the reason of the fact that their property abuts upon such controlled-access facility. (Prior code § 6.15)

**10.12.020**    **Establishment.**

There are fixed and established controlled-access facilities on the primary road system extension improvement, Project No. F-1049(3) Primary Road No. US 20 relocation with the city of Elk Run Heights, Iowa, described as follows:

From STA. 1163 + 20.7  
(West corporation line)  
to STA. 1192 + 54.9  
(East corporation line)  
regulating access to and from  
STA. 1163 + 20.7 to  
STA. 1192 + 54.9

abutting properties along the highway, all in accordance with the plans for such improvement identified as Project No. F-1049(3) on file in the office of the city clerk. (Prior code § 6.17)

**10.12.030**    **Unlawful uses designated.**

It is unlawful for any person to:

A. Drive a vehicle over, upon or across any curb, central dividing section or other separation or dividing line on such controlled-access facilities;

B. Make a left turn or a semicircular or U turn except through an opening provided for that purpose in the dividing curb section, separation or line;

C. Drive any vehicle except in the proper lane provided for that purpose and in the proper direction and to the right of the central dividing curb, separation section or line;

D. Drive any vehicle into the controlled access facility from a local service road except through an opening provided for that purpose in the dividing curb or dividing section or dividing line which separates such service road from the controlled-access facility property. (Prior code § 6.16)

## CHAPTER 155

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### CONSTRUCTION CODES

155.01 Construction Codes

155.02 Plumbing and Mechanical Codes

155.03 Permit Required

**155.01 CONSTRUCTION CODES.** Pursuant to an agreement by and between the City and the City of Evansdale, Iowa, the construction code in the Evansdale, Iowa, Code of Ordinances, as it may be amended from time to time, is applicable to all construction within the City and shall be administered by the Evansdale Inspector, except for the legal enforcement of violations thereof.

**155.02 PLUMBING AND MECHANICAL CODES.** The City adopts, by reference, the plumbing and mechanical codes in the Evansdale, Iowa, Code of Ordinances.

**155.03 PERMIT REQUIRED.** No person shall erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any building or structure in the City, or cause the same to be done, without first obtaining a separate building permit for each such building or structure from the City, and unless such work is completed in accordance with this chapter.

advertising the sale or rental of property exceeding four square feet in size is required to have a permit.

4. Height Exceptions. The district regulations as set forth in this section shall qualify or supplement as the case may be:

A. Public, semipublic, or public service buildings, hospitals, institutions, or schools, when permitted in a district, may be erected to height not exceeding 60 feet, and churches and temples may be erected to a height not exceeding 75 feet if the building is set back from side and rear yard lines heretofore established an additional foot for each two feet of building height above the height limit otherwise imposed in the district in which the building is located.

B. Single-family and two-family dwellings may be increased in height by not more than 10 feet when the side and rear yards are increased over the yard requirements of the district in which they are located by not less than 10 feet, but they shall not exceed three stories in height.

C. Chimneys, cooling towers, elevators, bulkheads, fire towers, monuments, stacks, stage towers or scenery lofts, tanks, water towers, ornamental towers and spires, church steeples, radio towers, and necessary mechanical apparatus, may be erected to any safe height not in conflict with existing or hereafter adopted regulations of the City.

5. Temporary Buildings. Temporary buildings that are used in conjunction with construction work only may be permitted in any district during the period the work is underway, but such temporary buildings shall be removed upon the completion of the construction work as determined by the administrative officer.

6. Fences.

A. Fences. The following fences shall be regulated:

(1) Constructed: posts/rails, panels, stacked blocks, woven wire, etc.

(2) Naturally grown: trees, bushes, shrubs, hedges, etc.

B. Location Restrictions. Unless otherwise provided by this chapter or other section of this code of ordinances, no fence shall be placed on any lot or tract outside the surveyed lot lines of a property. Proof of lot line location shall be provided by the property owner, or a representative, prior to receiving a permit for installing a fence along a lot line.

C. Required Openings. Unless otherwise provided by this chapter or other sections of this code of ordinances, any fence installed on residential property within required front or street side yards shall contain openings constituting no less than 50 percent of the surface of the fence. No fence shall cause an unsafe condition to pedestrian or vehicular traffic by obscuring the visibility available to vehicles exiting a driveway. No fence shall obscure clear view of traffic at intersections, or create a safety hazard to pedestrians or vehicular traffic in the "sight triangle," an area forming a triangle bounded by the street right-of-way lines or property lines of a corner lot and a straight line joining points on the right-of-way lines 25 feet from the point of intersection of the right-of-way or property lines.