

## **ELDRIDGE ELECTRIC AND WATER UTILITY BOARD**

November 5, 2024 – 5:00pm

City Hall, 305 N. 3<sup>rd</sup> Street

1. Call to Order
2. Public Comment
3. Approval of Agenda
4. **Approval of Utility Board Meeting Minutes from October 22, 2024**
5. Financial
  - A. **Consideration to Approve Bills Payable**
  - B. **Consideration to approve Bond Counsel Engagement Agreement for an amount NTE \$6,000 with Ahlers & Cooney, P.C. for the \$150,000 Series 2024 SRF P&D Loan**
  - C. **Consideration to Approve upgrade to the Tyler Technologies billing software program from ERP Pro 9 to ERP Pro 10 at a one-time project cost of \$21,780**
6. Electric Department
  - A. Outages
  - B. Department Update – Collin Wilson
7. Water Department
  - A. **Water Main Breaks**
  - B. **Water Test Results**
  - C. **Consideration to approve purchase of PPE for the Water Department to include boots and waders at an amount NTE \$400 from the Clothing Allowance fund line**
  - D. Discussion and Consideration to add a full-time employee to the Water Department staff
  - E. Discussion on the continued use of artificial fluoride in the City's water treatment process
  - F. Department Update – Cegan Long
8. Administrative
  - A. **Consideration to approve Resolution 2024-11 E&W Fixing Date for a Meeting on the Authorization of a Loan and Disbursement Agreement and the Issuance of Not to Exceed \$150,000 Water Revenue Capital Loan Notes of the City of Eldridge, Iowa, and providing for publication of notice thereof**
  - B. Discussion and Consideration on Utility Administrative position and training plan
  - C. **Discussion and Consideration to adopt Utility Billing Policy & Procedures**
  - D. Department Update
9. Adjournment

**NEXT REGULAR MEETING: Tuesday, November 19<sup>th</sup>, 2024 at 5:00pm**

The regular meeting of the Board of Trustees of the Eldridge Electric and Water Utility Board was called to order at 5:00 P.M. on October 22nd, 2024, at Eldridge City Hall.

Board members present were Michael Bristley, Abby Petersen, Rachel Padavich, and Jeff Hamilton. Also present, Lenny Larson, Collin Wilson, Marty O'Boyle, Ryan Iossi, Nevada Lemke and Sadie Wagner.

Public Comment – Marty O'Boyle expressed his concerns about removing fluoride from the City's water supply and notifying the community.

Motion by Hamilton to approve amended Agenda to move item 6 and item 7-B to after item 9-C. Second by Padavich. All Ayes. Motion Carries.

Motion by Padavich to approve Utility Board Minutes from October 8, 2024. Second by Petersen. All Ayes. Motion Carries.

#### Administrative-

- A. Update from Lenny Larson – ISG Engineering Project Leader. Lenny stated that they had a site visit in September to go over the overall system. They have been sampling the media within the filter to understand what media and stratification are there. He stated that the water tank under the water plant is much larger than what was anticipated, and the city has plenty of storage. He also stated they have a meeting scheduled next Tuesday for someone to come inspect the aerator, once that is completed, they will know what shape it is in. Lenny stated they are going through all documents and data that the city has shared with them and that they plan to sit down with the city staff in November to go over their findings. He also mentioned that Cegan is working with ACCO to vent the caustic out of the building to avoid earlier deterioration. He is also working with J R Supply regarding the chlorine injection system to find out why the plant was set up the way that it is to see if they can make changes to where the chlorine gas is mixed with the water. Lastly, Lenny stated that if the city decided to remove fluoride, ISG could do sampling throughout the city at certain hydrants to determine how quickly it is leaving the system to enable them to better detect water age and how it is moving through the distribution system. This would help calibrate their water model.

#### Financial –

- A. Motion by Petersen to Approve Bills Payable in the amount of \$80,014.68. Second by Padavich. All Ayes. Motion Carries.

- C. Motion by Petersen to approve consolidating the Utility's bank accounts with the City's bank accounts as recommended in the annual financial audit findings. Second by Padavich. All Ayes. Motion Carries.
- D. Motion by Padavich to approve a proposal from PFM to perform a Revenue Requirements Analysis for the Water Department in the amount of \$7,000 with an additional option of a Cost-of-Service Study for an additional \$13,000. Second by Hamilton. All Ayes. Motion Carries.
- E. Discussion on implementing a Utility Billing Policy to establish delinquent billing and aged debt/collections procedures. Possible utility policies were discussed amongst the board and city staff.

#### Electric Department-

- A. Outages – none.
- B. PCA Update – Given by Nevada Lemke. She shared with the board a graph of the PCA going back to quarter 2 of 2022 and an explanation of the PCA and why it is charged or credited to the city residents.
- C. Motion by Padavich to approve wage increase for Dalton Eagle from \$32.99/hr to \$35.63/hr as a result of completing Module A of the IAMU apprenticeship program and pursuant to the terms of the CBA. Second by Petersen. All Ayes. Motion Carries.
- D. Department Update – Given by Line Foreman Collin Wilson. Wilson stated they are continuing their routine maintenance and wrapping up their underground projects before the weather becomes cold and will start their overhead work in the winter. He also stated they are caught up with new services being installed for new builds.

#### Water Department-

- A. Motion by Hamilton to approve replacing high service pump #2 in the amount of \$5,083.00 plus power connect fees from LMI. Second by Petersen. All Ayes. Motion Carries.
- B. Motion by Hamilton to approve a quote from Cahoy for the repair of high service pump #2 at a cost of \$6,234. Second by Padavich. All Ayes. Motion Carries.
- C. Department Update- Given by Water Operator Cegan Long. Long stated that ACCO would have an analysis from the filter media samples back within a couple of days. On October 16<sup>th</sup> the water operators dealt with a potential water main break at Hardee's. They found that Hardee's irrigation system broke and it was not the city's portion. He also stated that tomorrow was their last day of flushing with the expectation they may need to flush an extra couple of days but still plan to be finished by the end of October. Cegan also made a statement about a part-time

employee, Gary Moore, who has recently moved that he would like to see return. He expressed how much they appreciated him as an employee. Lastly, he stated they had a meeting with Van Wert regarding upgrading the city water meters going forward to make meter reading easier on both the Utility Billing Clerk and the Water Operators conducting the reads.

Motion by Padavich to adjourn the meeting at 6:16 P.M., to go into closed session pursuant to Iowa Code 21.5(1)a "To review or discuss records which are required or authorized by state or federal law to be kept confidential or to be kept confidential as a condition for that governmental body's possession or continued receipt of federal funds." Second by Petersen. A roll call vote was taken. Bristley Aye. Petersen Aye. Padavich Aye. Hamilton Aye.

The regular meeting of the Board of Trustees of the Eldridge Electric and Water Utility Board resumed open session at 6:42 P.M.

Financial-

C. Motion by Padavich to approve payment in the amount of \$ 7,455 to Dickinson, Bradshaw, Legal firm for legal services. Second by Petersen. All Ayes. Motion Carries.

Motion by Padavich to adjourn the meeting at 6:43 P.M. Second by Hamilton. All Ayes. Motion Carries.

Sadie Wagner

Billing Clerk

BILLS PAYABLE						
CHECK #	DEPT	FUND	VENDOR	DESCRIPTION	FREQUENCY	AMOUNT
1016	ELECTRIC	630 5-820-6503	CENTRAL MUNICIPAL POWER	ENERGY SUPPLY	MONTHLY	\$ 144,529.15
1036	INS REIMB	821 5-630-6184	EBS - EMPLOYEE BENEFIT SYST	PSF - INS CLAIM FUNDING	WEEKLY	\$ 534.20
226342	WATER	600 5-810-6150	DELTA DENTAL	DENTAL/VISION INS PREMIUMS	MONTHLY	\$ 233.48
226342	WATER	600 5-810-6150	DELTA DENTAL	BASIC LIFE INS PREMIUMS	MONTHLY	\$ 10.60
226342	WATER	600 5-810-6150	DELTA DENTAL	LTD INS PREMIUMS	MONTHLY	\$ 46.77
226342	ELECTRIC	630 5-820-6150	DELTA DENTAL	DENTAL/VISION INS PREMIUMS	MONTHLY	\$ 125.95
226342	ELECTRIC	630 5-820-6150	DELTA DENTAL	BASIC LIFE INS PREMIUMS	MONTHLY	\$ 19.40
226342	ELECTRIC	630 5-820-6150	DELTA DENTAL	LTD INS PREMIUMS	MONTHLY	\$ 91.33
226343	WATER	600 5-810-6150	WELLMARK BLUE CROSS	HEALTH INS PREMIUMS	MONTHLY	\$ 2,960.79
226343	ELECTRIC	630 5-820-6150	WELLMARK BLUE CROSS	HEALTH INS PREMIUMS	MONTHLY	\$ 2,840.40
226344	ELECTRIC	630 5-820-6508	U.S. POST OFFICE	BILLING POSTCARD POSTAGE	MONTHLY	\$ 1,062.71
226345	ELECTRIC	630 2033	BASSFORD CONSTRUCTION	UTILITY ACCT - DEPOSIT REFUND	ONE TIME	\$ 131.12
226346	ELECTRIC	630 2033	BLACKHAWK TRAIL STOR	UTILITY ACCT - DEPOSIT REFUND	ONE TIME	\$ 12.91
226347	ELECTRIC	630 2033	COVERDALE JASMINE	UTILITY ACCT - DEPOSIT REFUND	ONE TIME	\$ 122.38
226348	ELECTRIC	630 2033	DAEHLER ZACH	UTILITY ACCT - DEPOSIT REFUND	ONE TIME	\$ 56.67
226349	ELECTRIC	630 2033	FORE KELLY	UTILITY ACCT - DEPOSIT REFUND	ONE TIME	\$ 11.80
226350	ELECTRIC	630 2033	GILBERTSON VICTORIA	UTILITY ACCT - DEPOSIT REFUND	ONE TIME	\$ 114.19
226351	ELECTRIC	630 2033	KLEMMENSEN MICHAEL/	UTILITY ACCT - DEPOSIT REFUND	ONE TIME	\$ 118.80
226352	ELECTRIC	630 2033	KURZAWINSKI KARAH	UTILITY ACCT - DEPOSIT REFUND	ONE TIME	\$ 142.41
226353	ELECTRIC	630 2033	LAISNER CASEY	UTILITY ACCT - DEPOSIT REFUND	ONE TIME	\$ 88.04
226354	ELECTRIC	630 2033	SMITH MEGAN E	UTILITY ACCT - DEPOSIT REFUND	ONE TIME	\$ 138.74
226355	ELECTRIC	630 2033	THE POTTER'S DELIGHT	UTILITY ACCT - DEPOSIT REFUND	ONE TIME	\$ 116.79
226356	ELECTRIC	630 2033	ZAKRZEWSKI MARION	UTILITY ACCT - DEPOSIT REFUND	ONE TIME	\$ 139.57
226357	WATER	600 5-810-63711	120 WATER INC.	LCRI NOTIFICATIONS	ANNUAL	\$ 4,290.16
226358	ELECTRIC	630 5-820-6340	ACCESS SYSTEMS LEASING	CITY SHOP PRINTER	MONTHLY	\$ 94.59
226358	ELECTRIC	630 5-820-6340	ACCESS SYSTEMS LEASING	CITY HALL PRINTER	MONTHLY	\$ 175.87
226359	ELECTRIC	630 5-820-6331	AGVANTAGE FS	DIESEL	AS NEEDED	\$ 1,176.52
226360	ELECTRIC	630 5-820-6310	ALWAYS CLEAN LLC	JANITORIAL SVCS	MONTHLY	\$ 300.00
226361	ELECTRIC	630 5-820-6181	AMAZON CAPITAL SERVICES	GHEER/EAGLE FR SWTSHIRTS	AS NEEDED	\$ 319.98
226361	ELECTRIC	630 5-820-6506	AMAZON CAPITAL SERVICES	FLASHDRIVE - CLOSED SESSIONS	AS NEEDED	\$ 54.99
226362	ELECTRIC	630 5-820-6401	BOHNSACK & FROMMELT	YEAR END AUDIT 6/30/24	ANNUAL	\$ 14,437.50
226363	WATER	600 5-810-6240	CEGAN LONG	DUBUQUE FALL WATER CONF	ONE TIME	\$ 226.58
226364	WATER	600 5-810-6501	HAWKINS INC.	CHLORINE	AS NEEDED	\$ 2,159.64
226364	WATER	600 5-810-6501	HAWKINS INC.	CHLORINE GAS CYLINDER	AS NEEDED	\$ 1,079.82
226365	WATER	600 5-810-6310	HENNINGSEN CONSTR	WINDOWS AND DESK INSTALLATION	PROJECT BASED	\$ 6,700.00
226366	ELECTRIC	630 5-820-6416	IOWA UTILITIES COMM	IUC & OUC FY24 INDUSTRY DIRECT	ANNUAL	\$ 2,131.00
226367	WATER	600 5-810-6310	LIGHTING MAINTENANCE	REPAIR FURNACE	PROJECT BASED	\$ 209.00
226367	WATER	600 5-820-6401	LIGHTING MAINTENANCE	ELECTRICIAN INSPECTION	PROJECT BASED	\$ 156.75
226367	WATER	600 5-810-6311	LIGHTING MAINTENANCE	RAISED OUTLETS AND DISCONNECT	PROJECT BASED	\$ 418.00
226368	WATER	600 5-810-63711	MENARDS	HEATER FOR CHLORINE ROOM	ONE TIME	\$ 79.99
226369	ELECTRIC	630 5-820-6331	MERSCHMAN HARDWARE	PROPANE - FORKLIFT	AS NEEDED	\$ 29.99
226370	WATER	600 5-810-6371	MIDAMERICAN ENERGY CO	401 S 16TH AVE GENERATOR	MONTHLY	\$ 15.40
226370	WATER	600 5-810-6371	MIDAMERICAN ENERGY CO	853 N 1ST GENERATOR	MONTHLY	\$ 34.40
226370	WATER	600 5-810-6371	MIDAMERICAN ENERGY CO	851N 1ST ST WELL 5	MONTHLY	\$ 35.69
226370	WATER	600 5-810-6371	MIDAMERICAN ENERGY CO	503 W DONAHUE ST	MONTHLY	\$ 78.88
226370	WATER	600 5-810-6371	MIDAMERICAN ENERGY CO	212 N 3RD ST	MONTHLY	\$ 14.54
226370	ELECTRIC	630 5-820-6371	MIDAMERICAN ENERGY CO	120 E IOWA ST	MONTHLY	\$ 15.83
226371	WATER	600 5-810-63501	MUNICIPAL MNGMNT CORP.	SYSTEM LEAK DETECTION	ANNUAL	\$ 2,000.00
226372	WATER	600 5-810-63711	PLUMB SUPPLY	TOOLS FOR WTP & TRUCKS	ONE TIME	\$ 448.91
226373	WATER	600 5-810-6451	QC ANALYTICAL SERVICES	WATER BACTERIAL TESTING	MONTHLY	\$ 200.00
226374	WATER	600 5-810-6520	QUAD CITIES TAS	ANSWERING SERVICES	MONTHLY	\$ 31.80
226374	ELECTRIC	630 5-820-6450	QUAD CITIES TAS	ANSWERING SERVICES	MONTHLY	\$ 31.80
226375	ELECTRIC	630 5-820-6450	REPUBLIC SERVICES #400	DUMPSTER FOR ELECT DEPT	PROJECT BASED	\$ 632.58
226376	ELECTRIC	630 5-820-6560	STUART C IRBY CO	STOCK MOUNTING BRACKET	AS NEEDED	\$ 873.12
226376	ELECTRIC	630 5-820-6560	STUART C IRBY CO	STOCK CONNECTORS	AS NEEDED	\$ 367.81
226377	WATER	600 5-810-6181	ULINE	GLASSES/GLOVES	AS NEEDED	\$ 297.85
226377	WATER	600 5-810-63711	ULINE	STEEL DOLLY	ONE TIME	\$ 170.00
226378	WATER	600 5-810-63711	USA BLUE BOOK	HYDRANT PAINT	AS NEEDED	\$ 81.95
226379	WATER	600 5-810-6373	VERIZON WIRELESS	UTILITY CELLULAR	MONTHLY	\$ 103.67
226379	ELECTRIC	630 5-820-6373	VERIZON WIRELESS	UTILITY CELLULAR	MONTHLY	\$ 169.42
ACH	SPLIT	SPLIT	PAYROLL 10/26/2024	PAYROLL 10/26/2024	BI-WEEKLY	\$ 24,182.21
TOTAL:						\$ 217,474.44



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Steven M. Nadel

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October 29, 2024

Via Email and Overnight Delivery

Nevada Lemke  
City of Eldridge  
305 N. 3rd Street  
Eldridge, Iowa 52748

RE: BOND COUNSEL ENGAGEMENT AGREEMENT  
Eldridge Municipal Utilities, City of Eldridge, State of Iowa  
\$150,000 Water Revenue Capital Loan Notes Anticipation Project Note, Series  
2024 (SRF P&D Loan)

Dear Nevada:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond counsel to Eldridge Municipal Utilities, Iowa (the "Issuer") in connection with the issuance of the above-referenced issue (the "Bonds"). We understand the Bonds are being issued to pay costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility. We further understand the Bonds will be sold to the Iowa Finance Authority, through the State Revolving Fund. We understand the Issuer currently retains, and expects to continue to obtain the advice of PFM Financial Advisors, LLC, a Municipal Advisor properly registered with the MSRB in connection with the issuance of the Bonds. While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, this Agreement relates to the agreed-upon scope of bond counsel services described herein.

#### SCOPE OF ENGAGEMENT

In the role of Bond Counsel, we will provide the following services:

- (1) Subject to the completion of proceedings and execution of documents to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment and security for the Bonds, and the tax status of the Bonds for federal income tax purposes, if applicable.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, and coordinate the authorization and execution of such documents.

(3) Review legal issues relating to the structure of the Bond issue.

As bond counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the original purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser or other persons. The Bond Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

The duties covered by a fee for Bonds issued under this engagement are limited to those expressly set forth above. Our fee for a Bond issue does not include the following services, or any other matter not required to render our Bond Opinion:

- (a) Assisting in the preparation or review of the Offering Documents with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Offering Documents do not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- (b) Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
- (c) Drafting state constitutional or legislative amendments.
- (d) Pursuing test cases or other litigation, such as contested validation proceedings.
- (e) Assisting in the preparation of, or opinion on, a continuing disclosure undertaking pertaining to the Bonds, or after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking, including monitoring Issuer's continued compliance with the undertaking.
- (f) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (g) After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).

We will provide one or more of the services listed in (a)–(g) upon your request, however, a separate, written engagement will be required before we assume one or more of these duties.

The remaining services in this list, specifically those listed in subparts (h)–(k) below, are not included in this Agreement, nor will they be provided by us at any time.

- (h) Acting as an underwriter, or otherwise marketing the Bonds.
- (i) Acting in a financial advisory role.
- (j) Preparing blue sky or investment surveys with respect to the Bonds.
- (k) Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

#### ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this Agreement, the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this Agreement will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate completed Internal Revenue Service Form 8038 (if applicable) and, if requested by the Issuer, prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

#### OTHER REPRESENTATIONS

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

#### FEES

*Bond Fees:*



We will charge a flat fee for services rendered under this Agreement for each series of Bonds for which we give a Bond Opinion. Our fee is based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this Agreement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith. Our flat fee for the Bonds will be \$5,500. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you. Such adjustment might be necessary in the event: (a) the principal amount of Bonds actually issued differs significantly from the amount stated above (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility. It is not anticipated that it will be necessary for us to personally attend meetings in order to provide the Bond Counsel services outlined above but we will do so in the event that circumstances require.

In addition to our Bond fee, we will bill for all customary client charges made or incurred on your behalf, such as travel costs reimbursement, photocopying, deliveries, computer-assisted research, bond printing, and other related expenses. We estimate that such charges will not exceed \$500. We will contact you prior to incurring expenses that exceed this amount.

*Billing Matters:*

We will submit a summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our Bond Opinion, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates, plus client charges, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion). My current hourly rate is \$490. Work performed by other attorneys will be billed at their current hourly rate. Associate attorneys begin at \$275, and work by legal assistants will be billed at \$140. The hourly rates reflected herein are subject to our periodic review and adjustment – typically annually.

*Other Advice:*

If requested, we will maintain one or more separate accounts for periodic services rendered to the Utility in connection with other matters unrelated to any particular Bond financing. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not limited to (i) financing alternatives in connection with a particular project, (ii) compliance with lending programs, e.g. DWSRF compliance or procedures; (iii) compliance with continuing disclosure undertaking(s), (iv) the impact of specified actions on tax-exempt status of outstanding Bonds, (v) legislative initiatives and proposals, or (vi) other matters the Utility may seek advice or guidance upon. Billings for such

separate services will be based on our standard hourly rate of the individual attorney performing the services. Statements for any such additional services shall be submitted periodically, but no less frequently than semi-annually.

## RECORDS

In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. It is our practice to retain transcripts for each financing for at least the life of the Bonds. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.

[Remainder of this page intentionally left blank]

October 29, 2024

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Please carefully review the terms and conditions of this Agreement. If the above correctly reflects our mutual understanding please obtain necessary approvals, execute, date and return to me an executed copy of this letter. Please retain also an original for the Issuer's file.

If you have questions regarding any aspect of the above or our representation as Bond Counsel, please do not hesitate to write or call.

It has been a pleasure to serve you in the past, and we look forward to our continued relationship.

Very truly yours,

AHLERS & COONEY, P.C.

By:

/s/ *Steven M. Nadel*

Steven M. Nadel

SMN:im

Enclosures

Accepted:

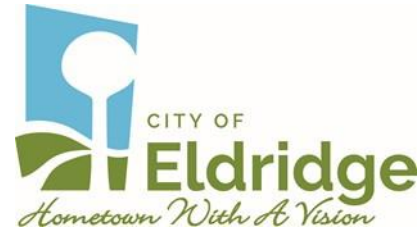
Eldridge Municipal Utilities, Iowa\*

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

\*Approved by action of the Board of Trustees on \_\_\_\_\_, 2024.

# Eldridge Electric & Water

## MEMORANDUM



To: Eldridge Electric & Water Utility Board of Trustees  
From: City Administrator, Nevada Lemke  
Re: ERP 10 Migration  
Date: November 4, 2024

### Utility Board of Trustees:

The City Hall Offices use Tyler Technologies Incode software for the financial and human resources management system. In early 2024, the staff went through the system transition to move to a Cloud based system as Phase I of total migration effort. That was completed in February 2024.

We are now ready to complete Phase II of the migration which will upgrade our software functions to a fully web-based program, allowing our systems to function more efficiently and offer more resources for our day-to-day reporting and operations. This phase is expected to be fully complete in April 2025.

The cost of the final phase for the ERP Pro 10 Migration is \$43,560 which will be shared between the City (including the Sewer fund) and the Utility. The total for the Utility Share will be \$21,780 and is considered a one-time project cost.



Quoted By:  
Quote Expiration:  
Quote Name:

Lukas DeBolt  
08/05/23  
Version 10 Migration

**Sales Quotation For:**

City of Eldridge  
305 N 3rd St  
Eldridge IA 52748-1273

**Tyler Migration Services**

Description		Total
ERP Pro powered by Incode		
ERP Pro 10 Financial Management Suite		
Financial Management Services		\$ 17,280
Core Financials		
Human Resources Management (Includes Position Budgeting)		

Output Director

ERP Pro 10 Customer Relationship Management Suite

Customer Relationship Management Services \$ 22,800

Additional Handheld Meter-Reader Interface

Cashiering

Utility Billing Water/Gas

ERP Pro Community Development Suite

Community Development Services \$ 480

Permitting

Other Services

Project Management-Migration Services \$ 3,000

Tyler One

Content Manager Suite

Core

**Total:** **\$ 43,560**

**Summary**

Total Tyler Services

**One Time Fees**

\$ 43,560

**Recurring Fees**

**Summary Total**

**\$ 43,560**

**\$ 0**

**Contract Total**

**\$ 43,560**

### Comments

- Work will be delivered remotely unless otherwise noted in this agreement.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - o Implementation and other professional services fees shall be invoiced as delivered.

- o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held  
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O.#:	_____



# **WATER MAIN BREAK REPORT**

**Date: 10/31/2024**

**Address: 311 Dammann Dr.**

**Duration: 5 hours (10:00 AM – 3:00 PM)**

**Estimated Water Loss: 150,000 gallons**

**# of Customers: 8 customers (304, 311, 315, 400, 401, 404, 405 Dammann Dr. & 1101 W Donahue St.)**

**Notes: Team effort. Thank you to the electric department, public works, and wastewater. Everyone jumped into action and offered more than enough help to handle the break effectively. We did not shut the water all the way down, no boil order required.**

## Laboratory Report

**Eldridge, City of**  
 Cegan Long  
 305 North 3rd Street  
 Eldridge, IA 52748

**Date Received:** 10/10/24 14:02  
**Date Reported:** 10/22/24 19:52  
**Project:** PWS ID # IA8230008 Eldridge  
 Send Invoice to AP

Analyte	Result	Units	Analyzed	Analyst	Method	Notes
Sample ID: 1250 W Maple Street - Routine Grab			Date Sampled: 10/09/24 11:03	Date Received: 10/10/24 14:02		
Lab No.: 24J1036-01			Sampled by: CL			

**Classical Chemistry Parameters**

Total Coliforms	Negative	MPN/100 mL	10/10/24 14:02	ad	SM 9223B	
Field Chlorine	2.05	mg/L	10/09/24 11:03	CL	SM 4500 Cl G	

Analyte	Result	Units	Analyzed	Analyst	Method	Notes
Sample ID: 102 W Harvest St - Routine Grab			Date Sampled: 10/09/24 11:13	Date Received: 10/10/24 14:02		
Lab No.: 24J1036-02			Sampled by: Eldridge Personnel			

**Classical Chemistry Parameters**

Total Coliforms	Negative	MPN/100 mL	10/10/24 14:02	ad	SM 9223B	
Field Chlorine	3.21	mg/L	10/09/24 11:13	Eldridge I	SM 4500 Cl G	

Analyte	Result	Units	Analyzed	Analyst	Method	Notes
Sample ID: 807 Sawgrass Ct - Routine Grab			Date Sampled: 10/09/24 11:24	Date Received: 10/10/24 14:02		
Lab No.: 24J1036-03			Sampled by: CL			

**Classical Chemistry Parameters**

Total Coliforms	Negative	MPN/100 mL	10/10/24 14:02	ad	SM 9223B	
Field Chlorine	2.69	mg/L	10/09/24 11:24	CL	SM 4500 Cl G	

Analyte	Result	Units	Analyzed	Analyst	Method	Notes
Sample ID: 1075 Rustic View Ct - Routine Grab			Date Sampled: 10/09/24 11:50	Date Received: 10/10/24 14:02		
Lab No.: 24J1036-04			Sampled by: Eldridge Personnel			

**Classical Chemistry Parameters**

Total Coliforms	Negative	MPN/100 mL	10/10/24 14:02	ad	SM 9223B	
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Analysis Certified by:

 Randall Wanke, Ph.D.

Amy Dobbela For Randall Wanke, Laboratory Director

Randal Wanke, Laboratory Director

Eldridge, City of  
 305 North 3rd Street  
 Eldridge IA, 52748

Project: PWS ID # IA8230008 Eldridge

Send Invoice to AP

Client Contact: Cegan Long

**Reported:**  
 10/22/24 19:52

Field Chlorine	1.50	mg/L	10/09/24 11:50	Eldridge I	SM 4500 Cl G
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Analyte	Result	Units	Analyzed	Analyst	Method	Notes
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**Sample ID: 121 S 14th Ave - Routine Grab**

**Date Sampled: 10/10/24 11:59**

**Date Received: 10/10/24 14:02**

**Lab No.: 24J1036-05**

**Sampled by: CL**

**Classical Chemistry Parameters**

Total Coliforms	Negative	MPN/100 mL	10/10/24 14:02	ad	SM 9223B
Field Chlorine	2.81	mg/L	10/10/24 11:59	CL	SM 4500 Cl G

Analyte	Result	Units	Analyzed	Analyst	Method	Notes
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**Sample ID: 212 N 2 nd St - Routine Grab**

**Date Sampled: 10/10/24 8:19**

**Date Received: 10/10/24 14:02**

**Lab No.: 24J1036-06**

**Sampled by: CL**

**Classical Chemistry Parameters**

Total Coliforms	Negative	MPN/100 mL	10/10/24 14:02	ad	SM 9223B
Field Chlorine	4.83	mg/L	10/10/24 8:19	CL	SM 4500 Cl G

Analyte	Result	Units	Analyzed	Analyst	Method	Notes
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**Sample ID: 120 N. 2nd - Routine Grab**

**Date Sampled: 10/10/24 8:29**

**Date Received: 10/10/24 14:02**

**Lab No.: 24J1036-07**

**Sampled by: CL**

**Classical Chemistry Parameters**

Total Coliforms	Negative	MPN/100 mL	10/10/24 14:02	ad	SM 9223B
Field Chlorine	3.98	mg/L	10/10/24 8:29	CL	SM 4500 Cl G

Analyte	Result	Units	Analyzed	Analyst	Method	Notes
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**Sample ID: 120 S 3rd Ave - Routine Grab**

**Date Sampled: 10/10/24 8:45**

**Date Received: 10/10/24 14:02**

**Lab No.: 24J1036-08**

**Sampled by: CL**

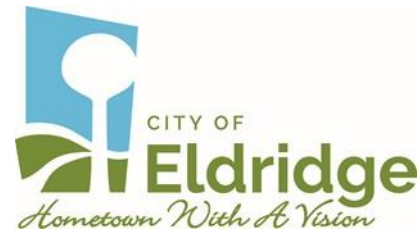
**Classical Chemistry Parameters**

Total Coliforms	Negative	MPN/100 mL	10/10/24 14:02	ad	SM 9223B
Field Chlorine	4.12	mg/L	10/10/24 8:45	CL	SM 4500 Cl G

N-1 Negative  
 \_A Bacteria Absent

# Eldridge Electric & Water

## MEMORANDUM



To: Eldridge Electric & Water Utility Board of Trustees  
From: City Administrator, Nevada Lemke  
Re: PPE Purchase  
Date: November 4 , 2024

Utility Board of Trustees:

As we have discussed previously, the City of Eldridge/Eldridge Electric & Water Utility will be entering into Collective Bargaining negotiations in the coming months with the Eldridge Iowa Employees Association. At that time, we will address the Clothing Allowance terms, which have not changed in over 10 years. One challenge we have identified is that there is not currently any policy in place for what items would be considered PPE (Personal Protective Equipment) and what items would be considered purchases to be made with an employee's clothing allowance. As part of that challenge, we have also identified that the clothing allowance amount does not adequately cover the expenses of the items that are required to be worn by employees in different departments to ensure their safety, as part of their required work uniforms.

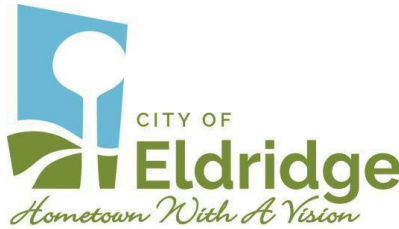
We have started preparing the lists for each category (PPE v. Clothing Allowance) relative to each department, so we can address this item in the upcoming negotiations. However, in the meantime, since we do not have a PPE policy and approved budget in place, we will need to consider approval of purchases that exceed an employee's clothing allowance allotment as they are needed.

For the Water Department, Cegan Long has prepared a preliminary list of items that would be needed to start a new employee, including costs and estimated timeframes for replacements.

	<b>General</b>		
	<b>Price</b>	<b>Replacement</b>	<b>Qty to Start</b>
Muck Boots	\$150-\$210	As Needed	1
Waders	\$100	Annually	1
Hi-Vis Rain Wear	\$60-\$120	As Needed	1
Gloves	\$40	As Needed	1
Hard Hat	\$20	As Needed	1
Fire Hose Pants	\$90	As Needed	2
Knee Pads	\$30	As Needed	1
Leather Gloves	\$40-\$60	As Needed	1

The annual clothing allowance provided under the terms of the current CBA is \$450/year. One of the employees in the Water Department used his clothing allowance to purchase his required uniform items upon his initial employment. He currently has a remaining balance of \$114.29 for the remainder of FY25, which ends June 30, 2025.

For the colder weather seasons he will need to purchase Muck Boots and Waders for himself and the other Water Operator, which will exceed the remaining balance in his Clothing Allowance. The Utility Board should consider approving the purchase of these items at a cost Not To Exceed \$400. This will be paid out of the expense line titled Clothing Allowance in the Water budget, which has \$1,500 appropriated for FY25.



## **Resolution 2024-11 E&W**

### **A RESOLUTION FIXING DATE FOR A METING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$150,000 WATER REVENUE CAPITAL LOAN NOTES OF THE CITY OF ELDRIDGE, IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF**

WHEREAS, it is deemed necessary and advisable that the City of Eldridge, Iowa should provide for the authorization of a Loan and Disbursement Agreement and the issuance of Water Revenue Capital Loan Notes, in the amount of not to exceed \$150,000, as authorized by Sections 384.24A and 384.83, Code of Iowa, as amended, for the purpose of providing funds to pay costs as hereinafter described; and

WHEREAS, the City has applied for a loan through the Iowa Drinking Water State Revolving Fund Program pursuant to which the Iowa Finance Authority has agreed to purchase the City's Notes and has requested that such Notes be issued as a single Note in a denomination equal to the total amount of the issue as authorized by Chapter 384, Code of Iowa; and

WHEREAS, the Loan and Disbursement Agreement and Note shall be payable solely and only out of the net earnings of the Municipal Water Utility and shall be a first lien on the future net earnings of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the net revenues to be sufficient for the payment of the Loan and Disbursement Agreement and Note; and

WHEREAS, before a Loan and Disbursement Agreement may be authorized and Water Revenue Capital Loan Notes issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the City Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan and Disbursement Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF ELDRIDGE MUNICIPAL UTILITIES, CITY OF ELDRIDGE, IOWA:

Section 1. That this Board meet in the City Hall, 305 N 3rd St, Eldridge, Iowa, City of Eldridge, Iowa, at 5:00 o'clock P.M., on the 19th day of November, 2024, for the purpose of taking action on the matter of the authorization of a Loan and Disbursement Agreement and the issuance of Not to exceed \$150,000 Water Revenue Capital Loan Notes to evidence the obligations of the City thereunder, the proceeds of which will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility.

Section 2. That the Secretary is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four clear days nor more than twenty days before the date of said public meeting on the issuance of the Notes.

Section 3. The notice of the proposed action shall be in substantially the following form:

NOTICE OF MEETING OF THE BOARD OF TRUSTEES OF ELDRIDGE  
MUNICIPAL UTILITIES, CITY OF ELDRIDGE, IOWA ON THE MATTER  
OF THE PROPOSED AUTHORIZATION OF A LOAN AND  
DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO  
EXCEED \$150,000 WATER REVENUE CAPITAL LOAN NOTES, AND THE  
PUBLIC HEARING ON THE AUTHORIZATION AND ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Trustees of Eldridge Municipal Utilities, City of Eldridge, Iowa, will hold a public hearing on the 19th day of November, 2024, at 5:00 o'clock P.M., in the City Hall, 305 N 3rd St, Eldridge, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority of Not to exceed \$150,000 Water Revenue Capital Loan Notes to evidence the obligations of the City under said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the net revenues of the Municipal Water Utility.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the City, to the above action. After all objections have been received and considered, the Board will at this meeting or at any adjournment thereof, take additional action for the authorization of said Loan and Disbursement Agreement and the issuance of Notes or will abandon the proposal to issue the Notes.

This Notice is given by order of the Board of Trustees of Eldridge Municipal Utilities, City of Eldridge, Iowa, as provided by Sections 384.24A and 384.83 of the City Code of Iowa, as amended.

Dated this 13<sup>th</sup> day of November, 2024.

\_\_\_\_\_  
Secretary of the Board of Trustees of Eldridge  
Municipal Utilities, City of Eldridge, State of  
Iowa  
(End of Notice)

PASSED AND APPROVED this 5<sup>th</sup> day of November, 2024.

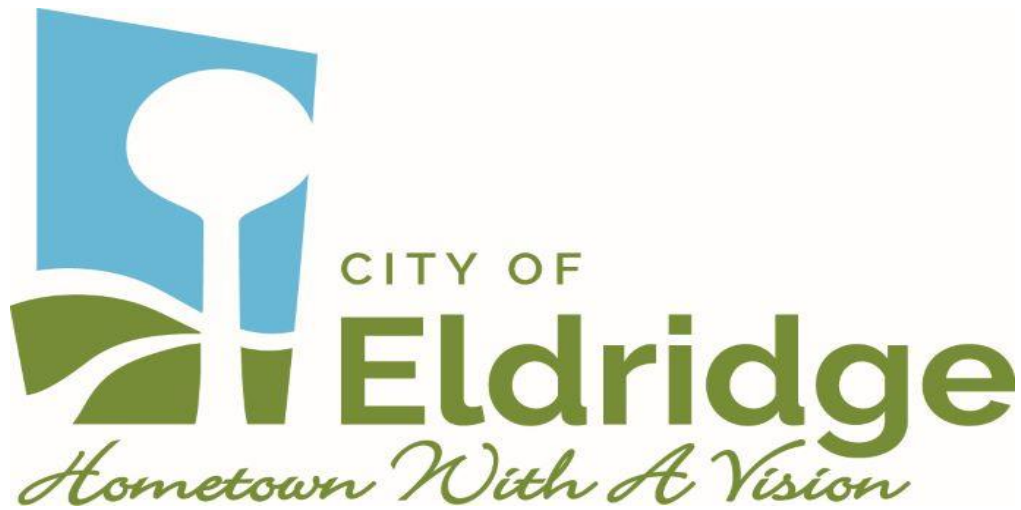
ATTEST:

\_\_\_\_\_  
Michael Bristley, Chairman

\_\_\_\_\_  
Rachael Padavich, Secretary

\_\_\_\_\_ Ayes          \_\_\_\_\_ Nays

Abby Petersen          Mark Goodding          Rachael Padavich          Jeff Hamilton          Michael Bristley



## Utility Billing Policy and Procedure

## UTILITY BILLS

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The City of Eldridge has a long tradition of quality public services and a well-maintained infrastructure. The City owns and operates its own electric, water, and sewer utilities. A vendor is contracted to provide garbage and recycling services. Each monthly bill consists of service charges for:

- Water
- Electric
- Sewer
- Refuse (trash/recycling) collection
- Miscellaneous fees

Utility rates are established by Resolutions approved periodically by the City Council or Electric & Water Board of Trustees. Rates can be found on our website or by calling the City Hall Offices for more information.

Meters are read on or near the 24<sup>th</sup> of the month and bills are mailed on the 1<sup>st</sup> of the month with payment due on the 20<sup>th</sup> of each month. Accounts not paid by the 20<sup>th</sup> are considered delinquent and will have a penalty/service charge of 1.5% applied to the balance. Each account will be granted a one-time forgiveness of a late charge fee each year. The account will be noted, and another one will not be given until the one year period has expired.

Utility bills will be sent to customers by mail unless the customer requests email billing by sending an email to [utilitybilling@cityofeldridgeia.org](mailto:utilitybilling@cityofeldridgeia.org).

Any billing questions can be directed to City Hall at (563) 285-4841.

## PAYMENTS

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Utility bill payments can be made by:

- Automatic Clearinghouse Payment (ACH): payments are automatically deducted from the customer's bank account on the bill due date
- Credit or Debit Cards: payments may be made over the phone at (866) 795-5820, in person at City Hall, or by going to our website at [www.cityofeldridgeia.org](http://www.cityofeldridgeia.org) and clicking on make a payment. This payment can be set up on any day of the month. There is a \$1.25 processing fee when using a Credit or Debit Card.
- E-Checks: payments can be made by going to our website at [www.cityofeldridgeia.org](http://www.cityofeldridgeia.org) and clicking on make a payment.
- Cash and Checks: Can be dropped off at City Hall during normal business hours or placed in the drop box located on the front of the City Hall building after hours. There are envelopes available next to the drop box. Please be sure to include your address or account number on the envelope. \*NOTE – There is a \$30.00 fee for any returned check.

## STARTING SERVICE

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New customers wishing to start utility service must contact the Eldridge City Hall Offices. This can be done in person at City Hall or via phone call to (563) 285-4841. New customers will be asked to provide



the following information:

- Full Name of Each Applicant(s)
- Social Security Number(s)
- Billing Address
- Physical Address
- Phone Number(s)
- Landlord Contact Information, if applicable
- Photo ID/Driver's License Number

They must also post a deposit of \$100.00 on Electric and \$50.00 on Water before the service can be activated. The deposit will be applied directly to the customer's account after they make 12 consecutive on-time payments. If they move from the residence before that occurs, the deposit will be credited to the final bill. This is the process to be used for both residential and commercial customers wishing to start services.

If an existing customer needs to make a change to their utility service or has a new address, they can stop by or call City Hall to provide the effective date of the change, and the new address, if applicable.

## **DISCONTINUING SERVICE**

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Customers wishing to discontinue service permanently can stop by or call City Hall and request the effective date to discontinue service. The customer must provide a minimum of 1 business days' notice to the City for discontinuation of service. They will also be required to provide the following information:

- Service Address
- Request Date
- Service Date
- Forwarding address of the Account Holder

## **DELINQUENT ACCOUNTS**

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Customers receive monthly utility bills that are due on the 20<sup>th</sup> of each month. Customers are responsible for all billings while the account is in their name. Accounts that have unpaid balances after the 20<sup>th</sup> of the month are subject to a 1.5% service charge penalty which will be applied monthly until the balance is paid. Late notices are mailed and emailed out around the 21<sup>st</sup> of every month to all customers with a balance in arrears. The late notice will state the account balance as well as the upcoming date of disconnection. Accounts that are still delinquent 12 days after receiving the late notice will receive a 24-hour notice provided on a door hanger.

If a service is disconnected for non-payment, the service will not be reconnected until the entire past due balance including all applicable late fees is paid in full. The account will be charged \$20.00 for a disconnection fee and another \$20.00 to reconnect service. Once payment is made, services will be reconnected in a timely manner, Monday – Friday between 8:00 a.m. and 3:00 p.m. Overtime charges may be applied if payment is not made during these hours and reconnection is requested, and if staff is available to do so.

Service will not be connected/re-connected in a new customer's name unless it can be established that the new customer had not occupied the premise when the charges in the past due balance were

incurred.

Failure to receive a bill, late notice, or a 24-hr disconnect door hanger notice hung on the account holder's address shall not entitle the customer to relief from any penalties or disconnection.

If an account has been disconnected for non-payment and there has been no status update at the time of the City's next monthly billing cycle, the account will be considered inactive and a final bill will be produced.

## **PAYMENT AGREEMENT**

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The City of Eldridge offers customers in jeopardy of service disconnection due to non-payment an opportunity to enter into a payment arrangement with the City in accordance with Iowa Administrative Code Chapter 27.

## **COLLECTIONS, LIENS, AND DAS OFFSET PROGRAM**

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The City utilizes the State of Iowa's Income Offset program to collect delinquent unpaid utility accounts. The account holder responsible for the delinquent balance will always be the first sought after for payment.

Once an account is disconnected either through voluntary or involuntary means the account is finalized and a final bill is produced during the City's next monthly billing cycle. If there is a deposit refund, the amount will be credited to the account. If a balance exists, a final bill will be sent to the last known mailing address of the account holder. The due date on the final bill will be the 20<sup>th</sup> of the following month in alignment with the City's normal monthly billing cycle. If payment is not received by the due date, a second notice will be sent and a note will be entered into the account of such. If payment is not received after the second notice is sent, a third and final notice will be sent and will include the Offset Letter to notify the customer that if payment is not received by the due date, the delinquent account will be sent to the State Offset Program for collection.

The **INCOME OFFSET PROGRAM** is a method used by the State of Iowa and its political subdivision to collect money owed to the State under Chapter 8A.504 of the Iowa Code. An account holder is eligible to be sent to the Income Offset Program when the balance of the account is not paid after three attempts to collect and service is no longer active for the customer. The account holder information that is sent to the Offset Program must include a tax identification number, social security number, or federal tax id.

The delinquent account should be in a final status in Incode. Final bills are processed monthly in alignment with the regular monthly billing cycle. A second notice should be sent if payment is not received by the initial due date and a note should be entered into the account. If payment is still not received after the second notice is sent, a third notice is sent utilizing the Offset letter available in Incode notifying the customer that if payment is not received by the due date on the notice, the delinquent account will be sent to the State Offset Program for collection. A \$7.00 administrative fee will be charged by the State Income Offset Program. A minimum of \$50.00 balance is required for an account to be submitted to the Offset Program; however, this includes the \$7.00 administrative fee.

The City receives notification of debt matches from the State throughout the year via email. Upon receiving notification, the City is to notify the debtor within ten (10) calendar days from the date of the notification stating that the debtor has fifteen days to provide proof of payment or pay the debt less the administrative fee.

Notice to the Offset Program should include:

- Contact information of City (agency)
- Account information
- Account holder information
- Amount owed
- Date due

If the debt is not resolved following notification with the certified letter, the City has 45 days from the date of the match to notify the income offset program of the actions to be taken. Once a debt is brought to a zero balance, the debtor will be removed from the City's debtor file with the Income Offset Program.