

### CITY COUNCIL MEETING AGENDA Monday, April 15, 2024, 7:00 PM Eldridge Community Center • 400 S 16<sup>th</sup> Ave • Eldridge, IA

- 1. Call to Order and Roll Call
- 2. Pledge of Allegiance
- 3. Approval of Agenda
- 4. Proclamation of April 25, 2024 as "Parental Alienation Awareness Day"
- 5. Presentation: FY23 Audit Report by Bohnsack & Frommelt
- 6. Presentation: \$3000 Trees Please! Grant check from Dave McCammant, MidAmerican Energy
- 7. Public Comment
- 8. Mayor's Agenda
  - A. Consideration to Approve City Council Minutes from April 1, 2024
  - B. Consideration to Approve Special City Council Minutes from April 1, 2024
  - C. Consideration to Approve Committee of the Whole Minutes from April 1, 2024
  - D. Consideration to Approve Bills Payable
- 9. Old Business
  - A. Open Public Hearing on FY25 Proposed City Budget
  - B. Closed Public Hearing on FY25 Proposed City Budget
  - C. Consideration of Resolution 2024-11 Approving the FY25 City Budget
- 10. New Business
  - A. Consideration to approve the city engineering master services agreement for a term of 3 years beginning 1/1/2024 through 12/31/2026 as proposed by Shive-Hattery
  - B. Discussion and Consideration to approve engaging Ahlers & Cooney, P.C. to prepare and establish Amendment No. 2 to the Eldridge Multiresidential Urban Revitalization Plan
  - C. Discussion and Consideration to approve a proposal from TATPL to upgrade the Highway 61 & LeClaire Rd traffic signal in the amount of \$29,428 and to upgrade the 9<sup>th</sup> Ave & LeClaire Rd traffic signal in the amount of \$27,552
- 11. Board/Staff Activity Reports
  - A. City Administrator
  - B. Assistant City Administrator
  - C. City Clerk
  - D. Police Chief
- 12. Consideration of Closed Session pursuant to Iowa Code 21.5(1)c "To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation."
- 13. Potential Action as a Result of Closed Session
- 14. Adjournment

Next Regular Committee of the Whole & City Council Meeting: Monday, May 6<sup>th</sup>, 6:00pm at Eldridge Community Center



### Proclamation for Parental Alienation Awareness Day

WHEREAS, Parental Alienation cruelly deprives children of their fundamental right to nurture and receive affection from both parents and their entire familial network; and

WHEREAS, the pernicious effects of parental alienation can inflict profound emotional and psychological harm upon a vulnerable child; and

WHEREAS, pernicious behaviors such as disparaging a parent in the presence of a child can irreparably rupture the sacred bond between a loving parent and their offspring; and

WHEREAS, raising awareness about this significant issue fosters enlightenment and empathy, thereby ameliorating the well-being of the children within our community; and

WHEREAS, Parental Alienation empirically yields severe consequences for affected parents, including emotional distress, loss, strained relationships, legal disputes, mental health challenges, and social isolation; and

WHEREAS, Parental Alienation has been acknowledged by the American Bar Association and the majority of scientific literature as undeniably constituting a form of psychological abuse; and

WHEREAS, the month of April is solemnly dedicated to Child Abuse Awareness & Prevention, recognizing Parental Alienation as a grievous form of psychological abuse against children; and

NOW, THEREFORE, I, Frank King, Mayor of the City of Eldridge, Iowa, do hereby proclaim April 25, 2024, as "Parental Alienation Awareness Day" in the City of Eldridge.

Mayor Frank King

### City of Eldridge City Council Meeting Minutes

The City of Eldridge, Iowa, City Council met in an open session at Eldridge Community Center at 7:00 pm on April 1, 2024.

Council Members Present: Dan Collins, Adrian Blackwell, Brian Dockery, Scott Campbell, and Ryan Iossi. Presiding: Mayor Frank King

Also, Present-Nevada Lemke, Jeff Martens, Martha Nieto, Andrew Lellig, Allison Wright, Mark Ridolfi, Craig Gehrls, Charley Anderson, Matthew Burklow, Noah Noland, Lucas Badger, Stephen Behnke & Seth Christensen

Motion by Dockery to approve the agenda. Second by Iossi. Motion was approved unanimously by voice vote.

### **Public Comment**

A group of students introduced themselves to the Council as Government class students at North Scott High School.

### Mayor's Agenda

Motion by lossi to approve City Council Minutes from March 18, 2024 Second by Campbell. Motion was approved unanimously by voice vote.

Motion by Iossi to approve the Special City Council Minutes from March 14, 2024 as amended Second by Dockery. Motion was approved unanimously by voice vote.

Motion by Collins to approve the Special City Council Minutes from March 20, 2024. Second by Campbell. Motion was approved unanimously by voice vote.

Motion by Blackwell to approve the Special City Council Minutes from March 27, 2024. Second by Iossi. Motion was approved unanimously by voice vote.

Motion by lossi to approve the bills payable in the amount of \$237,640.50. Second by Collins. Motion was approved unanimously by voice vote.

Motion by Dockery to approve the appointment of City Engineer Zach Howell to the Stormwater Advisory Committee to replace Greg Schaapveld. Second by Blackwell. Motion was approved unanimously by voice vote.

### **Old Business**

Motion by Dockery to approve the Third reading of Ordinance 2024-07 establishing Chapter 20 Right of Way /Utility Easement Management in the Eldridge City Code. Second by Blackwell. Roll call vote indicated Blackwell (Aye), Campbell (Aye), Collins (Aye), Dockery (Aye), and Iossi (Aye)

Motion by lossi to approve the Third and final Reading of Ordinance 2024-08 defining Tobacco Shops and establishing them as permitted use in I-1 Light Industrial Districts. Second by Dockery. Roll call vote indicated Blackwell (Aye), Campbell (Aye), Collins (Aye), Dockery (Aye), and lossi (Aye)

### **New Business**

Motion by Dockery to approve Resolution 2024-10 approving FY24 Budgeted Interfund Transfers. Second by Campbell. Roll call vote indicated Blackwell (Aye), Campbell (Aye), Collins (Aye), Dockery (Aye), and Iossi (Aye)

Motion by Blackwell to approve Setting Public Hearing for proposed FY25 Budget on Monday, April 15, 2024, at 7:00 pm at the Eldridge Community Center. Second by Collins. Motion was approved unanimously by voice vote.

### **Board/Staff Activity Report**

### City Administrator

Reminded the Council that the Auditors will in on April 15<sup>th</sup> to present the finalized audit for FY23 letting them know that there will be an update made to the page that lists the Utility Board members. She informed the Council that Zach Howell had given an update on the Corridor Study for LeClaire Rd and that he expected the count to be completed this week.

She also mentioned to the Council that the Park Board is looking at the week of April 22<sup>nd</sup> – April 26<sup>th</sup> to schedule a joint board meeting.

### **Assistant City Administrator**

Communicated to the Council that he will be attending a Zoning training put on by the University of Iowa State Extension on April 22<sup>nd</sup> in Cedar Rapids with several members of the Planning and Zoning Commission and the Board of Adjustment.

### City Clerk

Informed the Council that she and the auditors are working on the Pooled Cash discrepancy and that progress is being made.

### Police Chief

Informed the Council that Canine Marty has been released for active duty. He also gave the Council an update on the hiring process and informed them that the city is expected to be fully staffed by the end of April.

Motion by lossi to move into closed session pursuant to Iowa Code 21.5(1)c "To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation." Second by Collins. Roll call vote indicated Iossi (aye), Dockery (aye), Collins (aye), Campbell (aye). Moved to closed session at 7:16pm

Motion by Dockery to resume the open meeting at 9:33 pm. Second by lossi. Motion was approved unanimously by voice vote. No action was taken in the closed session.

Motion by Dockery to adjourn the meeting at 9:33pm. Second by Blackwell. Motion was approved unanimously by voice vote.

Frank King Mayor Martha Nieto City Clerk

BILLS PAYABLE						
STREETS	200 EAST 90TH STREET LLC	\$	1,849.75			
POLICE	ACCESS SYSTEMS LEASING	\$	333.15			
STREETS	ACCESS SYSTEMS LEASING	\$	94.59			
ADMIN	ADP INC	\$	217.95			
VEH MAINT	AIRGAS NORTH CENTRAL	\$	314.14			
POLICE	AMAZON CAPITAL SERVICES	\$	22.99			
SEWER	AMAZON CAPITAL SERVICES	\$	57.57			
POLICE	AQUA-TECH CAR WASH	\$	85.00			
INS SELF FUND	AUXIANT	\$	758.43			
FINANCE	BOHNSACK & FROMMELT LLP	\$	38,500.00			
LEGAL	BROOKS LAW FIRM P.C.	\$	608.00			
STREETS	CINTAS CORPORATION	\$	67.88			
ADMIN	CINTAS CORPORATION	\$	45.11			
SEWER	COBRA GRAPHICS	\$	58.60			
SEWER	DARLEY	\$	53.79			
SEWER	DARLEY	\$	2,418.20			
INS SELF FUND	EBS	\$	3,150.31			
INS SELF FUND	EBS	\$	923.46			
SEWER	ELDRIDGE BODY SHOP	\$	1,555.06			
STREET LIGHT	ELDRIDGE ELECT. UTILITY	\$	4,036.83			
SEWER	FASTENAL COMPANY	\$	7.00			
STREETS	IA ASSN. MUNICIPAL UTIL.	\$	250.00			
SEWER	IA ASSN. MUNICIPAL UTIL.	\$	250.00			
SEWER	INTERSTATE POWER SYSTEMS	\$	341.91			
TRAFFIC	IOWA PRISON INDUSTRIES	\$	237.05			
COMM POLICE	ISU TREASURER'S OFFICE	\$	21.00			
SEWER	JC CROSS CO.	\$	248.50			
TIF	LMT DEFENSE	\$	63,817.00			
SEWER	MENARDS	\$	19.99			
STREETS	MERSCHMAN HARDWARE	\$	39.98			
STREETS	MERSCHMAN HARDWARE	\$	15.98			
STREETS	MERSCHMAN HARDWARE	\$	14.36			
STREETS	MERSCHMAN HARDWARE	\$	29.99			
STREETS	MERSCHMAN HARDWARE	\$	51.98			

STREETS	MERSCHMAN HARDWARE	\$ 29.99
STREETS	MERSCHMAN HARDWARE	\$ 89.99
VEH MAINT	MERSCHMAN HARDWARE	\$ 4.28
STREETS	MIDAMERICAN ENERGY CO	\$ 277.89
STREETS	MIDAMERICAN ENERGY CO	\$ 77.69
STREETS	MIDAMERICAN ENERGY CO	\$ 337.37
STREET LIGHT	MIDAMERICAN ENERGY CO	\$ 530.56
STREET LIGHT	MIDAMERICAN ENERGY CO	\$ 10.77
FINANCE	MIDAMERICAN ENERGY CO	\$ 38.72
FINANCE	MIDAMERICAN ENERGY CO	\$ 13.39
FINANCE	MIDAMERICAN ENERGY CO	\$ 20.53
SEWER	MIDAMERICAN ENERGY CO	\$ 6,029.92
SEWER	MIDAMERICAN ENERGY CO	\$ 1,116.89
SEWER	NORTH CENTRAL LABS	\$ 780.69
VEH MAINT	NOTT COMPANY	\$ 11.59
VEH MAINT	P & K MIDWEST INC	\$ 453.27
VEH MAINT	P & K MIDWEST INC	\$ 19.45
VEH MAINT	P & K MIDWEST INC	\$ 158.79
VEH MAINT	P & K MIDWEST INC	\$ 541.88
FINANCE	PFM FINANCIAL ADV LLC	\$ 2,000.00
SEWER	PLUMB SUPPLY	\$ 62.56
SEWER	PLUMB SUPPLY	\$ 14.14
FINANCE	PORTER INSURANCE	\$ 1,043.98
SEWER	PORTER INSURANCE	\$ 626.38
ADMIN	PREMIER PEST MANAGEMENT	\$ 65.00
SEWER	QC ANALYTICAL SVCS LLC	\$ 923.00
STREETS	QUAD CITIES TAS	\$ 32.25
SEWER	QUAD CITIES TAS	\$ 32.25
SEWER	QC WINWATER CO	\$ 16.30
POLICE	RADAR ROAD TEC	\$ 175.00
TRAFFIC	REPUBLIC COMPANIES	\$ 606.28
STREETS	RIVER CITY TURF	\$ 480.00
ROAD USE	RIVERSTONE GROUP INC	\$ 353.80
ROAD USE	RIVERSTONE GROUP INC	\$ 986.35
ROAD USE	RIVERSTONE GROUP INC	\$ 1,287.29
ROAD USE	RIVERSTONE GROUP INC	\$ 330.24
SEWER	RIVERSTONE GROUP INC	\$ 330.25
POLICE	RNJS DISTRIBUTION INC.	\$ 17.05
FINANCE	RNJS DISTRIBUTION INC.	\$ 17.05
POLICE	SCOTT CO SHERIFFS DEPT.	\$ 75.00
SALES TAX	SHIVE-HATTERY ENGINEERS	\$ 2,689.70

SEWER	STATE HYGENIC LAB	\$ 529.00
SEWER	STOREY KENWORTHY	\$ 169.58
ROAD USE	STORM WATER SUPPLY LLC	\$ 180.06
ROAD USE	STORM WATER SUPPLY LLC	\$ 185.06
VEH MAINT	TITAN MACHINERY	\$ 39.45
SEWER	TRI-CITY ELECTRIC	\$ 1,350.60
FINANCE	USPS (CMRS-FP)	\$ 1,000.00
POLICE	VERIZON WIRELESS	\$ 651.52
INSPECTIONS	VERIZON WIRELESS	\$ 43.33
STREETS	VERIZON WIRELESS	\$ 231.44
FINANCE	VERIZON WIRELESS	\$ 41.43
SEWER	VERIZON WIRELESS	\$ 149.31
POLICE	WEX BANK	\$ 2,310.19
INSPECTIONS	WEX BANK	\$ 54.15
STREETS	WEX BANK	\$ 728.76
SEWER	WEX BANK	\$ 390.67
SEWER	WHITE CAP LP	\$ 82.29
SPLIT	DELTA DENTAL	\$ 1,783.48
SPLIT	PAYROLL 3/30/2024	\$ 84,517.10
		\$ 237,640.50



### **SPECIAL CITY COUNCIL MEETING MINUTES**

The City of Eldridge, Iowa City Council met in an open session at Eldridge City Hall at 5:46 pm on April 1, 2024.

Council Members Present: Dan Collins, Brian Dockery, Ryan Iossi, Adrian Blackwell, and Scott Campbell

Presiding Mayor Frank King

Others in Attendance: Administrator Nevada Lemke, Clerk Martha Nieto, Assistant City Administrator Jeff Martens, Marty O'Boyle and Mark Ridolfi

Motion by Campbell to Approve the Agenda. Second by Dockery. Motion was approved unanimously by voice vote.

Motion by Dockery to open public hearing on FY25 Maximum Property Tax Dollars. Second by Collins. Motion was approved unanimously.

Administrator Lemke answered Council and public questions on and informed the Council that the Max Levy will be adopted with the City Budget on April 15<sup>th</sup>.

Motion by Dockery to close Public Hearing for FY25 Maximum Property Tax Dollars. Second by Campbell. Motion was approved unanimously by voice vote.

Motion by Dockery to adjourn the meeting at 5:51 pm. Second by Iossi. Motion was approved unanimously by voice vote.

### -City of Eldridge City Committee of the Whole Meeting Minutes

The City of Eldridge, Iowa, City Council met in an open Committee of the Whole session at Eldridge City Hall at 6:00 pm on April 1, 2024.

Council Members Present: Scott Campbell, Dan Collins, Brian Dockery and Ryan Iossi. Adrian Blackwell arrived at 6:01 pm.

Presiding: Mayor Frank King

Also Present: Nevada Lemke, Jeff Martens, Martha Nieto, Marty O'Boyle, Mark Ridolfi and Craig Gehrls

Motion by Campbell to approve the agenda. Second by Dockery. Motion approved by unanimous voice vote.

### **New Business**

A. Discussion on requiring annual training and orientation for the City Council and Board/Commission members.

Councilman lossi spoke about the need and benefits of training. He suggested the city provide and make the training mandatory for Council and Board members, especially Chapter 21 & 22. Several training options were discussed such as Saturday morning retreats, online training or a once-a-year training offered by the City Attorney

B. Discussion and consideration to approve engaging Ahlers & Cooney, P.C. to prepare and establish Amendment No.2 to the Eldridge Multi-Residential Urban Revitalization Plan

Administrator Lemke spoke to the Council on the request from Miller Development who will be developing a parcel at 6<sup>th</sup> and Franklin's to expand the city's URTE zone to include this particular parcel as this would allow them to qualify for certain tax credit/exemptions. Lemke pointed out to the Council that the development would be a 130 unit with a cost of \$8.1M. The development with be completed in three phases. First phase starting in September and completed by May 2025, second phase would start in April 2025 and would be completed in January or February 2026, the last phase would start September 2025 and would be completed in May of 2026.

The Council agreed to discuss this development further after more details were provided to them.

Administrator Lemke will have Ahlers & Cooney draft a Letter of Engagement and will provide the Council with the original URTE amendment.

Motion by Dockery to adjourn at 6:21pm. Second by lossi. Motion was approved.

Unanimously by voice vote

Submitted by Martha Nieto, City Clerk

BILLS PAYABLE							
CHECK#	DEPARTMENT	FUND	VENDOR	DESCRIPTION		AMOUNT	
154216	STREETS	0015-210-6310	A & A AIR COND & REFRIG	ICE MACHINE RENTAL	\$	62.50	
154217	FINANCE	001 5-620-6340	ACCESS SYSTEMS LEASING	CH COPIER LEASE	\$	213.62	
154217	FINANCE	001 5-620-6340	ACCESS SYSTEMS LEASING	CH COPIER LEASE	\$	218.19	
154218	LEGAL	001 5-640-6411	AHLERS & COONEY P.C.	GRT ELDRIDGE PROPERTY	\$	116.00	
154220	STREET LIGHTS	001 5-230-6371	ALLIANT ENERGY CO.	STREET LIGHTS	\$	406.34	
154220	STREET LIGHTS	001 5-230-6371	ALLIANT ENERGY CO.	SIREN	\$	23.31	
154220	SEWER	610 5-815-6371	ALLIANT ENERGY CO.	IND PARK LIFT STATION	\$	101.46	
154221	POLICE	001 5-110-6599	ALWAYS CLEAN LLC	CLEANING SERVICES	\$	300.00	
154221	STREETS	001 5-210-6310	ALWAYS CLEAN LLC	CLEANING SERVICES	\$	300.00	
154221	ADMIN	0015-611-6310	ALWAYS CLEAN LLC	CLEANING SERVICES	\$	300.00	
154222	POLICE	001 5-110-6420	AMAZON CAPITAL SERVICES	FLASHLIGHT - JOHNSON	\$	97.99	
154222	VEHICLE MAINT	001 5-299-63322	AMAZON CAPITAL SERVICES	EQUIPMENT SWITCH	\$	11.36	
154222	FINANCE	001 5-620-6506	AMAZON CAPITAL SERVICES	TELEPHONES CORDS	\$	7.99	
154223	POLICE	0015-110-6331	AQUA-TECH CAR WASH	PD FLEET CARWASH	\$	80.00	
154224	STREETS	001 5-210-6510	BARCO MUNICIPAL PROD INC	ROAD WORK AHEAD SIGNS	\$	470.73	
154226	ADMIN	001 5-611-6213	BI-STATE REGIONAL COMM	MEMBER DUES 4/1 - 6/30	\$	958.50	
154213	FINANCE	001 5-620-6401	BOHNSACK & FROMMELT LLP	END OF YEAR AUDIT	\$	19,250.00	
154227	FINANCE	001 5-620-6373	CENTRAL SCOTT TELEPHONE	TELEPHONE WIFI	\$	883.70	
154227	SEWER	610 5-815-6373	CENTRAL SCOTT TELEPHONE	TELEPHONE WIFI	\$	257.00	
154229	FINANCE	001 5-620-6408	CONTINENTAL WESTERN GROUP	GENERAL INSURANCE	\$	84,554.74	
154229	SEWER	610 5-815-6408	CONTINENTAL WESTERN GROUP	GENERAL INSURANCE	\$	21,138.68	
154230	VEHICLE MAINT	001 5-299-6504	CUMMINS SALES AND SERVICE	ENGINE DIAGNOSTIC SOFTWARE	\$	823.90	
154231	ROAD USE	110 5-210-6752	DAKOTA SUPPLY GROUP	PIPE REPAIR WRAP	\$	392.00	
154232	FINANCE	001 5-620-65061	DELL MARKETING L.P.	CITY SERVER MEMORY CARD	\$	185.92	
154233	ROAD USE	110 5-210-6764	EASTERN IA EXCAV & CONCRETE	PAY ESTIMATE #5	\$	8,205.87	
154234	VEHICLE MAINT	001 5-299-63322	EASTERN IOWA TIRE	STREETS RANGER	\$	305.90	
154235	ROAD USE	110 5-210-6765	ELDRIDGE LUMBERYARD INC.	LUMBER CONCRETE FORMS	\$	37.28	
154235	ROAD USE	110 5-210-6765	ELDRIDGE LUMBERYARD INC.	LUMBER CONCRETE FORMS	\$	27.72	
154237	FINANCE	001 5-620-6408	EMC INSURANCE	LINEBACKER POLICY	\$	17,612.00	
154239	SEWER	610 5-815-6320	FASTENAL COMPANY	BOLTS	\$	55.04	
154241	COMM POLICING	008 5-110-6602	ISU TREASURER'S OFFICE	MARTY HOSPITALIZATION	\$	402.00	
154242	POLICE	001 5-110-6331	KELTEK INCORPORATED	DOCK REPAIR	\$	120.00	
154243	VEHICLE MAINT	001 5-299-6332	KIMBERLY DAVENPORT	UNIT 102 HANDLE	\$	45.34	
154244	SEWER	610 5-815-6310	KIRBY WATER CONDITIONING	SEWER WATER	\$	16.00	
154246	VEHICLE MAINT	001 5-299-6504	LOGAN CONTR SUPPLY INC.	CORD	\$	16.06	
154247	SEWER	610 5-815-6320	MENARDS	BLOWER 5W40 OIL	\$	131.43	
154214	POLICE	001 5-110-6727	MESSENGER MOTORWORKS	SQUAD GRAPHICS	\$	550.00	
154248	POLICE	0015-110-6210	MID-STATES ORG CRIME INFO CNTR	MEMBERSHIP DUES	\$	150.00	

15/250	VEHICLE MAINT	001 5-299-6332	NAPA AUTO PARTS	UNIT 110 FILTERS	\$	32.98
	VEHICLE MAINT		NAPA AUTO PARTS	UNIT 201 FILTER	\$	12.99
	VEHICLE MAINT		NAPA AUTO PARTS	UNIT 110 DRAIN PLUG	\$	5.49
	VEHICLE MAINT		NAPA AUTO PARTS	UNIT 26 EXHAUST GASKET	\$	11.99
	VEHICLE MAINT		NAPA AUTO PARTS	UNIT 91 FILTERS	\$	280.93
	VEHICLE MAINT		NAPA AUTO PARTS	UNIT MOWER FILTERS	\$	125.96
	VEHICLE MAINT	†	NAPA AUTO PARTS	UNIT 19 FILTERS	\$	44.98
	VEHICLE MAINT	†	NAPA AUTO PARTS	UNIT 32 FILTER ROTOR SPARK P	\$	207.89
	VEHICLE MAINT		NAPA AUTO PARTS	UNIT 55 FILTERS	\$	131.46
	VEHICLE MAINT	†	NAPA AUTO PARTS	REFRIDGERANT BRAKE CLEANER	\$	374.64
	FINANCE		NORTH SCOTT PRESS	CITY PUBLISHING	\$	707.47
	VEHICLE MAINT	001 5-020-0414		CONE	\$	15.91
	VEHICLE MAINT	†	P & K MIDWEST INC	LEAF BLOWER TUNE UP	\$	22.46
	-	†			\$	
154253	VEHICLE MAINT	†	P&K MIDWEST INC	HEDGE TRIMMER TUNE UP	\$	13.79
			PANTHER UNIFORMS INC.	GALE UNIFORM	<u> </u>	161.24
154254			PANTHER UNIFORMS INC.	LELLIG UNIFORM	\$	147.98
154254		001 5-110-6181	PANTHER UNIFORMS INC.	LELLIG UNIFORM	\$	16.50
154254		001 5-110-6181	PANTHER UNIFORMS INC.	SANDERS - BOOTS	\$	150.00
154254		001 5-110-6181	PANTHER UNIFORMS INC.	SHARF UNIFORM	\$	95.85
	ROAD USE	110 5-210-6752	PLEASANT VALLEY REDI-MIX INC	N 1ST ST BIKE PATH REPAIR	\$	643.75
	ROAD USE	110 5-210-6752	PLEASANT VALLEY REDI-MIX INC	CENT. PARK SIDEWALK REPAIR	\$	686.00
	FINANCE	001 5-620-6408	PORTER INSURANCE	CYBER INSURANCE	\$	1,473.60
	FINANCE	001 5-620-6408	PORTER INSURANCE	GENERAL INSURANCE	\$	22,344.41
154258		610 5-815-6408	PORTER INSURANCE	CYBER INSURANCE	\$	884.18
154258		610 5-815-6408	PORTER INSURANCE	GENERAL INSURANCE	\$	5,586.10
154259		610 5-815-6490	QC ANALYTICAL SERVICES LLC	ECOLI TESTING	\$	34.00
154260		610 5-815-6310	QUAD CITIES WINWATER CO	PVC PIPE FUEL TANK	\$	61.60
154261		001 5-110-6506	RNJS DISTRIBUTION INC.	WATER	\$	7.90
	FINANCE	001 5-620-6506	RNJS DISTRIBUTION INC.	WATER	\$	7.90
154263		001 5-110-6319	SHARED IT INC	IT SERVICES	\$	74.30
154263	STREETS	001 5-210-6373	SHARED IT INC	IT SERVICES	\$	143.30
154263	FINANCE	001 5-620-6373	SHARED IT INC	IT SERVICES	\$	652.20
154263	SEWER	610 5-815-6373	SHARED IT INC	IT SERVICES	\$	281.30
154264	SALES TAX	121 5-750-6407	SHIVE-HATTERY ENGINEERS	RILCO	\$	1,350.52
154264	SALES TAX	121 5-750-6727	SHIVE-HATTERY ENGINEERS	E LECLAIRE RD & 1ST ST	\$	4,877.47
154265	ROAD USE	110 5-210-6765	TAPCO SAFE TRAVEL	RADAR FEEDBACKS	\$	4,203.06
154266	FINANCE	001 5-620-6319	TYLER TECHNOLOGIES	INCODE FEES	\$	22,593.50
154266	FINANCE	001 5-620-6319	TYLER TECHNOLOGIES	TRANSACTION FEES	\$	445.62
154267	ROAD USE	110 5-210-6765	WHITE CAP LP	CONCRETE SUPPLIES/TOOLS	\$	524.37
154267	ROAD USE	110-5-210-6765	WHITE CAP LP	REBAR CHAIRS	\$	18.00
ACH	SPLIT	SPLIT	EBS	INS BENEFITS	\$	552.63
ACH	SPLIT	SPLIT	PAYROLL 04/13/2024	PAYROLL 04/13/2024	\$	86,787.55

CREDIT CARDS							
DEPT	EMPLOYEE	FUND	VENDOR	DESCRIPTION	AMOUNT		
POLICE	ANDREW LELLIG	008-5-110-6602	TRUPANION	MONTHLY K-9 INSURANCE PREMIUM	\$122.97		
POLICE	BRENDA KIEL	008-5-110-6599	DOMINO'S	PIZZA FOR "COP FOR A DAY" EVENT	\$45.83		
POLICE	BRENDA KIEL	001-5-110-6508	USPS	POSTAGE FOR 1ST LINE SPUR TEST	\$9.60		
POLICE	BRENDA KIEL	001-5-110-6508	USPS	SEND EVIDENCE TO LAB	\$9.60		
POLICE	BRENDA KIEL	008-5-110-6599	CLEARVIEW	12 MONTH PERIOD - AI SEARCH ACCOUNT	\$3,500.00		
POLICE	J. SCHWERTMAN	001-5-110-6181	ZERO9 SOLUTIONS LLC	HOLSTER - CLOTHING ALLOWANCE	\$160.97		
FINANCE	JEFF MARTENS	001-5-620-6506	USPS	MAIL CODE MANUSCRIPT TO AMER LEGAL	\$21.38		
ADMIN	JEFF MARTENS	001-5-611-6240	ISU EVENT REGISTRATION	SEMINAR - INTRO TO P&Z FOR LOCAL OFFICIALS	\$495.00		
FINANCE	JEFF MARTENS	001-5-620-6506	SAMS CLUB RENEWAL	ADMIN MEMBERSHIP - SAMS CLUB	\$50.00		
POLICE	JEFF MARTENS	001-5-110-6506		POLICE MEMBERSHIP - SAMS CLUB	\$50.00		
FINANCE	JEFF MARTENS	001-5-620-6508	USPS	POSTAGE FOR BOARD MEMBER NOTICES	\$60.90		
VEH MAINT	K. SCHNECKLOTH	001-5-299-6504	SNAP-ON TOOLS	1/4 " RATCHET & 10 MM SOCKET	\$176.28		
VEH MAINT	K. SCHNECKLOTH	001-5-299-63322	AP AIR LLC	A/C COMPRESSOR FOR KUBOTA L6060	\$566.69		
FINANCE	MARTHA NIETO	001-5-620-6508	USPS	POSTAGE FOR MAILING TO IRS	\$9.68		
FINANCE	NEVADA LEMKE	001-5-620-6506	KEURIG	COFFEE FOR CITY HALL BREAK ROOM	\$44.60		
FINANCE	NEVADA LEMKE	001-5-620-6508	USPS	CERTIFIED NOTICE TO BOARD MEMBER	\$5.08		
FINANCE	NEVADA LEMKE	001-5-620-6506	AMAZON	SERVICE BELLS FOR CITY HALL OFFICE	\$7.48		
SEWER	TONY RUPE	610-5-815-6250	PAYPAL - ISWEP	ICCSPP INSP CERTIFICATION FOR MS4 PERMIT	\$136.00		
				BILLS PAYABLE	\$ 315,622.34		
				CREDIT CARDS	\$ 5,472.06		
				GRAND TOTAL	\$ 321,094.40		



### **RESOLUTION 2024-11**

### A Resolution Approving the FY25 City Budget

WHEREAS, the City of Eldridge, Iowa is required to assemble a budget of revenues and expenditures for each fiscal year, and

WHEREAS, the city council conducted a public hearing regarding the budget of revenues and expenditures for the fiscal year beginning July 1, 2024 and ending June 30, 2025.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELDRIDGE, IOWA.

- 1. That the budget for fiscal year July 1, 2024 to June 30, 2025 as outlined on the attached forms is hereby adopted.
- 2. That city staff is hereby authorized and instructed to file the budget for the fiscal year July 1, 2024 to June 30, 2025 with the Scott County Auditor and the State of Iowa.

PASSED AND APPROVED THIS 15TH DAY OF APRIL, 2024.

		Attest:
Mayor, Frank King		Martha Nieto, City Clerk
Blackwell	□Yea / □Nay	
Iossi	□Yea / □Nay	
Collins	□Yea / □Nay	
Dockery	□Yea / □Nay	
Campbell	□Yea / □Nay	

### FISCAL YEAR JULY 1, 2024 - JUNE 30, 2025 ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES

The City of: ELDRIDGE County Name: SCOTT COUNTY

Adopted On: (entered upon adoption) Resolution: (entered upon adoption)

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

		With Gas & Electric		Without Gas & Electric	
Regular	2a	463,917,321	2b	462,396,416	City Number: 82-776
DEBT SERVICE	3a	509,510,280	3b	507,989,375	Last Official Census: 6,726
Ag Land	4a	6,750,378			

### **Consolidated General Fund Levy Calculation**

	CGFL Max Rate	CGFL Max Dollars	Non-TIF Taxable w/ G&E	Taxable Growth %
FY 2024 Budget Data	7.18165	2,963,000	412,579,367	12.44
	Limitation Percentage			
	3			
	CGFL Max Rate	CGFL Max Dollars	Revenue Growth %	
Max Allowed CGFL for FY 2025	6.97247	3,234,650	9.17	

### TAXES LEVIED

Code Sec.	Dollar Limit		Purpose	ENTER FIRE DISTRICT RATE BELOW			(A) Request with Utility Replacement	(B) Property Taxes Levied		(C) Rate
384.1	6.972	247	Consolidated General Fund			5	3,234,650	3,224,045	43	6.97247
			Non-Voted Other Permissible Levies							
384.12(1)	0.950	000	Opr & Maint publicly owned Transit			7		0	45	0.00000
384.12(2)	0.270	000	Aviation Authority (under sec.330A.15)			11		0	49	0.00000
384.12(3)			Liability, property & self insurance costs			14	250,000	249,181	52	0.53889
384.12(5)	Amt N	lec	Support of a Local Emerg.Mgmt.Comm.			462		0	465	0.00000
			Voted Other Permissible Levies							
28E.22	1.500	000	Unified Law Enforcement			24		0	62	0.00000
			Total General Fund Regular Levies (5 thru 24)			25	3,484,650	3,473,226		
384.1	3.003	375	Ag Land			26	20,277	20,276	63	3.00375
			Total General Fund Tax Levies (25 + 26)			27	3,504,927	3,493,502		Do Not Add
			Special Revenue Levies							
384.6	Amt N	lec	Police & Fire Retirement			29		0		0.00000
	Amt N	lec	FICA & IPERS (if general fund at levy limit)			30		0		0.00000
Rules	Amt N	lec	Other Employee Benefits			31		0		0.00000
			Subtotal Employee Benefit Levy (29,30,31)			32	0	0	65	0.00000
				Valuation						
386	As Req		With Gas & Elec		Without Gas & Elec					
	SSMID 1 (A)			(B)	0	34		0	66	0.00000
	SSMID 2 (A)		(	(B)	0	35		0	67	0.00000
	SSMID 3 (A)			(B)	0	36		0	68	0.00000
	SSMID 4 (A)		(	(B)	0	37		0	69	0.00000
	SSMID 5 (A)		(	(B)	0	555		0	565	0.00000
	SSMID 6 (A)		(	(2)	0	556		0	566	0.00000
	SSMID 7 (A)			(B)	0	1177		0	1179	0.00000
	SSMID 8 (A)		(	(B)	0	1185		0	1187	0.00000
			Total Special Revenue Levies			39	0	0		
384.4	Amt	Nec	Debt Service Levy 76.10(6)			40	238,400	237,688	70	0.46790
384.7	0.675	500	Capital Projects (Capital Improv. Reserve)			41		0	71	0.00000
			Total Property Taxes (27+39+40+41)			42	3,743,327	3,731,190	72	7.97926

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following: Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

( City Representative )	( Date )	( County Auditor )	(Date)

CITY NAME: NOTICE OF PUBLIC HEARING - CITY OF ELDRIDGE - PROPOSED PROPERTY TAX LEVY **ELDRIDGE** 

CITY #: 82-776 Fiscal Year July 1, 2024 - June 30, 2025

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 4/1/2024 Meeting Time: 05:45 PM Meeting Location: Eldridge Community Center 400 S 16th Avenue Eldridge, IA 52748 At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Telephone Number City Website (if available) www.cityofeldridgeia.org (563) 285-4841 ext: 104

Iowa Department of Management	Current Year Certified Property Tax 2023 - 2024	Budget Year Effective Property Tax 2024 - 2025	Budget Year Proposed Property Tax 2024 - 2025
Taxable Valuations for Non-Debt Service	411,004,042	462,396,416	462,396,416
Consolidated General Fund	2,951,687	2,951,687	3,224,045
Operation & Maintenance of Public Transit	0	0	0
Aviation Authority	0	0	0
Liability, Property & Self Insurance	107,589	107,589	249,181
Support of Local Emergency Mgmt. Comm.	0	0	0
Unified Law Enforcement	0	0	0
Police & Fire Retirement	0	0	0
FICA & IPERS (If at General Fund Limit)	0	0	0
Other Employee Benefits	0	0	0
Capital Projects (Capital Improv. Reserve)	0	0	0
Taxable Value for Debt Service	459,947,570	507,989,375	507,989,375
Debt Service	237,388	237,388	237,688
CITY REGULAR TOTAL PROPERTY TAX	3,296,664	3,296,664	3,710,914
CITY REGULAR TAX RATE	7.95954	7.08344	7.97926
Taxable Value for City Ag Land	6,463,742	6,750,378	6,750,378
Ag Land	19,415	19,415	20,276
CITY AG LAND TAX RATE	3.00368	2.87614	3.00375
Tax Rate Comparison-Current VS. Proposed			
Residential property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Residential	435	370	-14.94
Commercial property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Commercial	435	370	-14.94

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and Commercial properties have the same Rollback Percentage at \$100,000 Actual/Assessed Valuation.

### Reasons for tax increase if proposed exceeds the current:

Increase in staffing levels, increase in cost of operating supplies and materials, and increase in general liability and property insurance.

City Name: ELDRIDGE Fiscal Year July 1, 2024 - June 30, 2025

					101 (0000000000000000000000000000000000	,				
	Б	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND
Annual Report FY 2023										
Beginning Fund Balance July 1	-	1,534,228	7,063,462	-23,633	131,870	301,011	0	9,006,938	51,547,440	60,554,378
Actual Revenues Except Beg Balance	7 7	4,589,990	6,057,438	964,412	1,324,565	202,359	0	13,138,764	12,041,057	25,179,821
Actual Expenditures Except End Balance	3 7	4,400,003	6,461,785	949,974	1,325,923	198,984	0	13,336,669	10,623,357	23,960,026
Ending Fund Balance June 30	4	1,724,215	6,659,115	-9,195	130,512	304,386	0	8,809,033	52,965,140	61,774,173
Re-Estimated FY 2024										
Beginning Fund Balance	5	1,724,215	6,659,115	-9,195	130,512	304,386	0	8,809,033	52,965,140	61,774,173
Re-Est Revenues	7 9	4,712,234	3,044,632	1,110,814	1,327,520	226,000	0	10,421,200	9,536,090	19,957,290
Re-Est Expenditures	7	4,762,135	2,407,000	1,110,814	1,327,520	315,141	0	9,922,610	8,488,149	18,410,759
Ending Fund Balance	8	1,674,314	7,296,747	-9,195	130,512	215,245	0	9,307,623	54,013,081	63,320,704
Budget FY 2025										
Beginning Fund Balance	6	1,674,314	7,296,747	-9,195	130,512	215,245	0	9,307,623	54,013,081	63,320,704
Revenues	10	5,067,210	2,792,868	1,057,833	1,325,600	125,000	0	10,368,511	9,242,171	19,610,682
Expenditures	11 5	5,115,786	3,166,868	1,057,833	1,325,600	983,493	0	11,649,580	11,030,161	22,679,741
Ending Fund Balance	12	1,625,738	6,922,747	561'6-	130,512	-643,248	0	8,026,554	52,225,091	60,251,645

### LOCAL EMC SUPPORT

City Name: ELDRIDGE Fiscal Year July 1, 2024 - June 30, 2025

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management

Commission support provided by the City.	ded by the City.		
	Request with Utility Replacement	Property Taxes Levied	
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.			0
Support of a Local Emerg.Mgmt.Comm.	0		0
TOTAL FOR FY 2025	0		0

# RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1

GOVERNMENT ACTIVITIES CONT.	GENERAL		SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL	PERMANENT	PROPRIETARY	PERMANENT PROPRIETARY RE-ESTIMATED 2024	ACTUAL 2023
PUBLIC SAFETY										
Police Department/Crime Prevention	1 1,455,037	,037							1,455,037	1,232,549
Jail	2								0	0
Emergency Management	3								0	0
Flood Control	4								0	0
Fire Department	5 290	290,000							290,000	252,466
Ambulance	9								0	0
Building Inspections	7 117	117,670							117,670	109,272
Miscellaneous Protective Services	8								0	0
Animal Control	6								0	0
Other Public Safety	10								0	0
TOTAL (lines 1 - 10)	11 1,862,707	.,707	0				0		1,862,707	1,594,287
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12 721	721,495	801,000						1,522,495	1,143,965
Parking - Meter and Off-Street	13								0	0
Street Lighting	14 58	950,							58,056	55,243
Traffic Control and Safety	15 30	30,000							30,000	40,461
Snow Removal	16 55	,000							55,000	23,509
Highway Engineering	17								0	0
Street Cleaning	18								0	0
Airport (if not Enterprise)									0	0
Garbage (if not Enterprise)		398,000							398,000	379,472
Other Public Works		133,904							133,904	108,642
TOTAL (lines 12 - 21)	22 1,396,455	,455	801,000				0		2,197,455	1,751,292
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23								0	0
City Hospital	24								0	0
Payments to Private Hospitals	25								0	0
Health Regulation and Inspection	26								0	0
Water, Air, and Mosquito Control	27								0	0
Community Mental Health	28								0	0
Other Health and Social Services	29								0	0
TOTAL (lines 23 - 29)	30	0	0				0		0	0
CULTURE & RECREATION										
Library Services	31 272	272,830							272,830	266,176
Museum, Band and Theater	32								0	0
Parks		128,200							128,200	195,304
Recreation	34								0	0
Cemetery	35								0	0
Community Center, Zoo, & Marina	36								0	0
Other Culture and Recreation									0	0
TOTAL (lines 31 - 37)	38 401	401,030	0				0		401,030	461,480

# RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL	TIF SPECIAL REVENITES	DEBT SERVICE	CAPITAL	PERMANENT	PERMANENT PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
COMMUNITY & ECONOMIC DEVELOPMENT									
Community Beautification	39							0	0
	40							0	0
Renewal	41							0	0
	42 119,318							119,318	90,956
Other Com & Econ Development	43	10,000						10,000	11,891
	44		133,152					133,152	124,482
TOTAL (lines 39 - 44)	45 119,318	10,000	133,152			0		262,470	227,329
GENERAL GOVERNMENT									
Mayor, Council, & City Manager	46 229,447							229,447	224,953
	47 333,178							333,178	319,613
	48							0	0
Legal Services & City Attorney	49 75,000							75,000	32,032
	50							0	0
Tort Liability	51							0	0
Other General Government	52 170,000							170,000	0
	53 807,625	0	0			0		807,625	576,598
DEBT SERVICE	54			1,327,520				1,327,520	1,325,923
Gov Capital Projects	55	995,000			315,141			1,310,141	5,594,998
TIF Capital Projects	56							0	198,984
ROJECTS	57 0	995,000	0		315,141	0		1,310,141	5,793,982
TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	58 4,587,135	1,806,000	133,152	1,327,520	315,141	0		8,168,948	11,730,891
BUSINESS TYPE ACTIVITIES Proprietary: Enterprise & Budgeted ISF									
Water Utility	59						875,151	875,151	799,737
	09						1,093,226	1,093,226	940,188
Electric Utility	61						4,510,826	4,510,826	5,298,555
Gas Utility	62								0
Airport	63							0	0
Landfill/Garbage	64							0	0
	65							0	0
Cable TV, Internet & Telephone	99							0	0
	29							0	0
	68							0	0
osp., ISF, parking, etc.)	69						514,001		730,049
Enterprise DEBT SERVICE	70						327,617	327,617	0
Enterprise CAPITAL PROJECTS	71							0	1,318,115
Enterprise TIF CAPITAL PROJECTS	72							0	0
TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)	73						7,320,821	7,320,821	9,086,644
TOTAL ALL EXPENDITURES (lines 58+73)	74 4,587,135	1,806,000	133,152	1,327,520	315,141	0	7,320,821	15,489,769	20,817,535
Regular Transfers Out	75 175,000	601,000					1,167,328	1,943,328	2,316,999
Internal TIF Loan Transfers Out	76		977,662					977,662	825,492
		601,000	977,662	0	0	0	1,167,328	2,920,990	3,142,491
Fin Uses (lines 74+77)		2,407,000	1,110,814	1,327,520	315,141			18,410,759	23,960,026
Ending Fund Balance June 30	79 1,674,314	7,296,747	-9,195	130,512	215,245	0	54,013,081	63,320,704	61,774,173

## RE-ESTIMATED REVENUES DETAIL

REVENUES & OTHER FINANCING SOURCES	GENERAL		SPECIAL	TIF SPECIAL	DEBT	CAPITAL	PERMANENT	PERMANENT PROPRIETARY	RE-ESTIMATED	ACTUAL
	,		INOE	KEVENUES	SERVICE	PROJECTS			2020 64	2072
Taxes Levied on Property	1 3,090,416	),416			238,200				3,328,616	3,187,626
Less: Uncollected Property Taxes - Levy Year	2								0	0
Net Current Property Taxes (line 1 minus line 2)	3 3,090,416	),416	0		238,200	0			3,328,616	3,187,626
Delinquent Property Taxes	4								0	0
TIF Revenues	5			1,110,814					1,110,814	964,412
Other City Taxes:										
Utility Tax Replacement Excise Taxes	9								0	0
Utility francise tax (Iowa Code Chapter 364.2)	7 182	182,000							182,000	185,749
Parimutuel wager tax	8								0	0
Gaming wager tax	6								0	0
Mobile Home Taxes	10								0	0
Hotel/Motel Taxes	11		24,000						24,000	48,117
Other Local Option Taxes	12		1,369,900						1,369,900	1,319,798
Subtotal - Other City Taxes (lines 6 thru 12)	13 182	182,000	1,393,900		0	0			1,575,900	1,553,664
Licenses & Permits	14 139	139,699							139,699	126,290
Use of Money & Property		63,000							63,000	89,194
Intergo vernmental:										
Federal Grants & Reimbursements	16		285.000						285.000	18.107
Road Use Taxes	17		985,000						985,000	929,991
Other State Grants & Reimbursements	18 42	42,625	50,000						92,625	2,968,949
Local Grants & Reimbursements		32,157				101.000			133,157	60,862
Subtotal - Intergovernmental (lines 16 thru 19)			1.320,000	0	0	101,000		0	1.495,782	3.977.909
Charges for Fees & Service:										
Water Hility	21							1 109 421	1 109 421	1 013 803
Saurar I Hility	22							121,502,1	1 826 700	1,733,813
Sewel Cumy	77 6							1,620,700	1,620,700	210,000
Electric Ounty	67							0,242,300	0,547,560	0,724,370
Gas Utility B-1:	75								0	0
Farking	C7								0	0
Airport									0	0
Landfill/Garbage		391,140							391,140	393,762
Hospital	28								0	0
Transit	29								0	0
Cable TV, Internet & Telephone	30								0	0
Housing Authority	31								0	0
Storm Water Utility	32								0	0
Other Fees & Charges for Service		70,300						395,151	465,451	896,344
Subtotal - Charges for Service (lines 21 thru 33)	34 461	461,440	0		0	0	0	8,676,652	9,138,092	10,762,098
Special Assessments									0	0
Miscellaneous	36 184	184,397							184,397	1,375,814
Other Financing Sources: Regular Operating Transfers In	37 516	516,500			442,390	125,000		859,438	1,943,328	2,316,999
Internal TIF Loan Transfers In	38		330,732		646,930				977,662	825,492
Subtotal ALL Operating Transfers In	39 516	516,500	330,732	0	1,089,320	125,000	0	859,438	2,920,990	3,142,491
Proceeds of Debt (Excluding TIF Internal Borrowing)	40								0	0
Proceeds of Capital Asset Sales	41								0	323
Subtotal-Other Financing Sources (lines 36 thru 38)	42 516	516,500	330,732	0	1,089,320	125,000	0	859,438	2,920,990	3,142,814
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	43 4,712,234		3,044,632	1,110,814	1,327,520	226,000	0	9,536,090	19,957,290	25,179,821
Beginning Fund Balance July 1			6,659,115	-9,195	130,512	304,386	0	52,965,140	61,774,173	60,554,378
TOTAL REVENUES & BEGIN BALANCE (lines 41+42)	45 6,436,449		9,703,747	1,101,619	1,458,032	530,386	0	62,501,230	81,731,463	85,734,199
		•	٠							

# EXPENDITURES SCHEDULE PAGE 1

GOVERNMENTACTIVITIES	GENERAL	SPECIAL	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PERMANENT PROPRIETARY	BUDGET 2025	RE- ESTIMATED 2024	ACTUAL 2023
PUBLIC SAFETY										
Police Department/Crime Prevention	1,437,964							1,437,964	1,455,037	1,232,549
Jail	2							0	0	0
Emergency Management	3							0	0	0
Flood Control								0	0	0
Fire Department	5 291,500	)						291,500	290,000	252,466
Ambulance	9							0	0	0
Building Inspections	7 129,747							129,747	117,670	109,272
Miscellaneous Protective Services	8							0	0	0
Animal Control	6							0	0	0
Other Public Safety	10							0	0	0
TOTAL (lines 1 - 10)	11 1,859,211	0				0		1,859,211	1,862,707	1,594,287
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12 943,100	1,241,000						2,184,100	1,522,495	1,143,965
*	13							0	0	0
Street Lighting	14 59,000	(						59,000	58,056	55,243
Traffic Control and Safety	15 34,000	(						34,000	30,000	40,461
Snow Removal	16 8,000	(						8,000	55,000	23,509
Highway Engineering	17							0	0	0
Street Cleaning	18							0	0	0
Airport	19							0	0	0
Garbage (if not Enterprise)	20 413,637	7						413,637	398,000	379,472
Other Public Works	21 169,381							169,381	133,904	108,642
TOTAL (lines 12 - 21)	22 1,627,118	3 1,241,000				0		2,868,118	2,197,455	1,751,292
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23							0	0	0
City Hospital	24							0	0	0
Payments to Private Hospitals	25							0	0	0
Health Regulation and Inspection	26							0	0	0
ontrol	27							0	0	0
Community Mental Health	28							0	0	0
Other Health and Social Services	29							0	0	0
	30	0 0				0		0	0	0
CULTURE & RECREATION										
Library Services	31 278,287	7						278,287	272,830	266,176
ım, Band and Theater	32							0	0	0
Parks	33 135,000	(						135,000	128,200	195,304
Recreation	34							0	0	0
	35							0	0	0
larina	36							0	0	0
Other Culture and Recreation	37							0	0	0
TOTAL (lines 31 - 37)	38 413,287	0 2				0		413,287	401,030	461,480

# **EXPENDITURES SCHEDULE PAGE 2**

			SPECIAL	TIF SPECIAL	DERT	CAPITAL			BUDGET	RE-	ACTUAL
GOVERNMEN I ACTIVITIES		GENERAL	REVENUES	REVENUES	SERVICE	PROJECTS	PERMANENT	PERMANENT PROPRIETARY	2025	ESTIMATED 2024	2023
COMMUNITY & ECONOMIC DEVELOPMENT											
Community Beautification	39								0	0	0
Economic Development	40								0	0	0
Housing and Urban Renewal	41								0	0	0
Planning & Zoning	42	136,963							136,963	119,318	90,956
Other Com & Econ Development	43		17,250						17,250	10,000	11,891
TIF Rebates	4			133,152					133,152	133,152	124,482
TOTAL (lines 39 - 44)	45	136,963	17,250	133,152			0		287,365	262,470	227,329
GENERAL GOVERNMENT											
Mayor, Council, & City Manager	46	280,116							280,116	229,447	224,953
Clerk, Treasurer, & Finance Adm.	47	364,091							364,091	333,178	319,613
Elections	48								0	0	0
Legal Services & City Attorney	49	60,000							000,09	75,000	32,032
City Hall & General Buildings	50								0	0	0
Tort Liability	51								0	0	0
Other General Government	52	170,000							170,000	170,000	0
TOTAL (lines 46 - 52)	53	874,207	0	0			0		874,207	807,625	576,598
DEBT SERVICE	54				1,325,600				1,325,600	1,327,520	1,325,923
Gov Capital Projects	55		1,296,947			983,493			2,280,440	1,310,141	5,594,998
TIF Capital Projects	56								0	0	198,984
TOTAL CAPITAL PROJECTS	57	0	1,296,947	0		983,493	0		2,280,440	1,310,141	5,793,982
TOTAL Government Activities Expenditures (lines	58	4,910,786	2,555,197	133,152	1,325,600	983,493	0		9,908,228	8,168,948	11,730,891
BISINESS TVPF ACTIVITIES											
Proprietary: Enterprise & Budgeted ISF	1										
Water Utility	59							1,001,235	1,001,235	875,151	799,737
Sewer Utility	90							1,267,907	1,267,907	1,093,226	940,188
Electric Utility	19							5,448,076	5,448,076	4,510,826	5,298,555
Gas Utility	62								0	0	0
Airport	63								0	0	0
Landfill/Garbage	64								0	0	0
Transit	9								0	0	0
Cable TV, Internet & Telephone	99								0	0	0
Housing Authority	29								0	0	0
Storm Water Utility	89								0	0	0
Other Business Type (city hosp., ISF, parking, etc.)	69							469,350	469,350	514,001	730,049
Enterprise DEBT SERVICE	70							325,903	325,903	327,617	0
Enterprise CAPITAL PROJECTS	71							1,350,000	1,350,000	0	1,318,115
Enterprise TIF CAPITAL PROJECTS	72								0	0	0
TOTAL Business Type Expenditures (lines 59 - 72)	73							9,862,471	9,862,471	7,320,821	9,086,644
TOTAL ALL EXPENDITURES (lines 58 + 73)	74	4,910,786	2,555,197	133,152	1,325,600	983,493	0	9,862,471	19,770,699	15,489,769	20,817,535
Regular Transfers Out	75	205,000	611,671					1,167,690	1,984,361	1,943,328	2,316,999
Internal TIF Loan / Repayment Transfers Out	92			924,681					924,681	977,662	825,492
Total ALL Transfers Out	77	205,000	611,671	924,681	0	0	0		2,909,042	2,920,990	3,142,491
Total Expenditures & Fund Transfers Out (lines 74+77)	78	5,115,786	3,166,868	1,057,833	1,325,600	983,493	0		22,679,741	18,410,759	23,960,026
Ending Fund Balance June 30	79	1,625,738	6,922,747	-9,195	130,512	-643,248	0	52,225,091	60,251,645	63,320,704	61,774,173
										v	

REVENUES DETAIL

	GENERAL	SPECIAL	TIF SPECIAL REVENUES	DEBT	CAPITAL	PERMANENT	PERMANENT PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
REVENUES & OTHER FINANCING SOURCES										
Taxes Levied on Property	1 3,493,502	0		237,688	0			3,731,190	3,328,616	3,187,626
Less: Uncollected Property Taxes - Levy Year	2							0	0	0
Net Current Property Taxes (line 1 minus line 2)	3 3,493,502	9		237,688	0			3,731,190	3,328,616	3,187,626
Delinquent Property Taxes	4							0	0	0
TIF Revenues	S		1,057,833					1,057,833	1,110,814	964,412
Other City Taxes:										,
Utility Tax Replacement Excise Taxes		0		712	0			12,136	0	0
Utility francise tax (lowa Code Chapter 364.2)	7 185,000							185,000	182,000	185,749
Farimutuel wager tax	8							0 0	0	O
Gaming wager tax	6							0	0	0
Mobile Home Taxes	10							0	0	0
Hotel/Motel Taxes	11	37,250						37,250	24,000	48,117
Other Local Option Taxes	12	1,300,000						1,300,000	1,369,900	1,319,798
Subtotal - Other City Taxes (lines 6 thru 12)	13 196,424	1,337,250		712	0			1,534,386	1,575,900	1,553,664
Licenses & Permits	14 124,900							124,900	139,699	126,290
Use of Money & Property	15 63,000							63,000	63,000	89,194
Intergovernmental:										
Federal Grants & Reimbursements	16	285,000						285,000	285,000	18,107
Road Use Taxes	17	867,000						867,000	985,000	929,991
Other State Grants & Reimbursements	18 45,499	23,947						69,446	92,625	2,968,949
Local Grants & Reimbursements								23,900	133,157	60,862
Subtotal - Intergovernmental (lines 16 thru 19)	20 69,399	1,175,947	0	0	0		0	1,245,346	1,495,782	3,977,909
Charges for Fees & Service:										
Water Utility	21						1.051.502	1.051.502	1.109.421	1.013.803
Sewer Utility	22						1.828,000	1.828,000	1.826,700	1,733,813
Electric Utility	23						5,103,319	5,103,319	5,345,380	6,724,376
Gas Utility	24							0	0	0
Parking	25							0	0	0
Airport	26							0	0	0
Landfill/Garbage	27 418,894							418,894	391,140	393,762
Hospital	28							0	0	0
Transit	29							0	0	0
Cable TV, Internet & Telephone	30							0	0	0
Housing Authority	31							0	0	0
Storm Water Utility	32							0	0	0
Other Fees & Charges for Service		)					393,350	463,350	465,451	896,344
Subtotal - Charges for Service (lines 21 thru 33)	34 488,894	0 1		0	0	0	8,376,171	8,865,065	9,138,092	10,762,098
Special Assessments	35							0	0	0
Miscellaneous	36 79,920	)						79,920	184,397	1,375,814
Other Financing Sources:										
Regular Operating Transfers In	37 551,171			442,190	125,000		866,000	1,984,361	1,943,328	2,316,999
Internal TIF Loan Transfers In	38	279,671		645,010				924,681	977,662	825,492
Subtotal ALL Operating Transfers In	39 551,171	179,671	0	1,087,200	125,000	0	866,000	2,909,042	2,920,990	3,142,491
Proceeds of Debt (Excluding TIF Internal Borrowing)	40							0	0	0
Proceeds of Capital Asset Sales	41							0	0	323
Subtotal-Other Financing Sources (lines 38 thru 40)	42 551,171	279,671	0	1,087,200	125,000	0	866,000	2,909,042	2,920,990	3,142,814
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43 5,067,210	2,792,868	1,057,833	1,325,600	125,000	0	9,242,171	19,610,682	19,957,290	25,179,821
Beginning Fund Balance July 1	44 1,674,314	7,296,747	-9,195	130,512	215,245	0	54,013,081	63,320,704	61,774,173	60,554,378
TOTAL REVENUES & BEGIN BALANCE (lines 42+43)	45 6,741,524	10,089,615	1,048,638	1,456,112	340,245	0	63,255,252	82,931,386	81,731,463	85,734,199

## ADOPTED BUDGET SUMMARY

		GENERAL	SPECIAL	TIF SPECIAL	DEBT	CAPITAL	PERMANENT	PERMANENT PROPRIETARY	BUDGET	RE-ESTIMATED	ACTUAL
			NEVENUES	NE VENUES	SERVICE	FROJECTS			C707	<del>+</del> 707	C707
Revenues & Other Financing Sources											
Taxes Levied on Property	Т	3,493,502	0		237,688	0			3,731,190	3,328,616	3,187,626
Less: Uncollected Property Taxes-Levy Year	2	0	0		0	0			0	0	0
Net Current Property Taxes	3	3,493,502	0		237,688	0			3,731,190	3,328,616	3,187,626
Delinquent Property Taxes	4	0	0		0	0			0	0	0
TIF Revenues	5			1,057,833					1,057,833	1,110,814	964,412
Other City Taxes	9	196,424	1,337,250		712	0			1,534,386	1,575,900	1,553,664
Licenses & Permits	7	124,900	0					0	124,900	139,699	126,290
Use of Money and Property	8	63,000	0	0	0	0	0	0	63,000	63,000	89,194
Intergovernmental	6	66,399	1,175,947	0	0	0		0	1,245,346	1,495,782	3,977,909
Charges for Fees & Service	10	488,894	0		0	0	0	8,376,171	8,865,065	9,138,092	10,762,098
Special Assessments	Ξ	0	0		0	0		0	0	0	0
Miscellaneous	12	79,920	0		0	0	0	0	79,920	184,397	1,375,814
Sub-Total Revenues	13	4,516,039	2,513,197	1,057,833	238,400	0	0	8,376,171	16,701,640	17,036,300	22,037,007
Other Financing Sources:											
Total Transfers In	14	551,171	279,671	0	1,087,200	125,000	0	866,000	2,909,042	2,920,990	3,142,491
Proceeds of Debt	15	0	0	0	0	0		0	0	0	0
Proceeds of Capital Asset Sales	16	0	0	0	0	0	0	0	0	0	323
Total Revenues and Other Sources	17	5,067,210	2,792,868	1,057,833	1,325,600	125,000	0	9,242,171	19,610,682	19,957,290	25,179,821
Expenditures & Other Financing Uses											
Public Safety	18	1,859,211	0	0			0		1,859,211	1,862,707	1,594,287
Public Works	19	1,627,118	1,241,000	0			0		2,868,118	2,197,455	1,751,292
Health and Social Services	20	0	0	0			0		0	0	0
Culture and Recreation	21	413,287	0	0			0		413,287	401,030	461,480
Community and Economic Development	22	136,963	17,250	133,152			0		287,365	262,470	227,329
General Government	23	874,207	0	0			0		874,207		576,598
Debt Service	24	0	0	0	1,325,600		0		1,325,600	1,327,520	1,325,923
Capital Projects	25	0	1,296,947	0		983,493	0		2,280,440	1,310,141	5,793,982
Total Government Activities Expenditures	78	4,910,786	2,555,197	133,152	1,325,600	983,493	0		9,908,228	8,168,948	11,730,891
Business Type Proprietray: Enterprise & ISF	27							9,862,471	9,862,471	7,320,821	9,086,644
Total Gov & Bus Type Expenditures	28	4,910,786	2,555,197	133,152	1,325,600	983,493	0	9,862,471	19,770,699	15,489,769	20,817,535
Total Transfers Out	56	205,000	611,671	924,681	0	0	0	1,167,690	2,909,042	2,920,990	3,142,491
Total ALL Expenditures/Fund Transfers Out	30	5,115,786	3,166,868	1,057,833	1,325,600	983,493	0	11,030,161	22,679,741	18,410,759	23,960,026
Excess Revenues & Other Sources Over	31										
(Under) Expenditures/Transfers Out	32	-48,576	-374,000	0	0	-858,493	0	-1,787,990	-3,069,059	1,546,531	1,219,795
Beginning Fund Balance July 1	33	1,674,314	7,296,747	-9,195	130,512	215,245	0	54,013,081	63,320,704	61,774,173	60,554,378
Ending Fund Balance June 30	34	1,625,738	6,922,747	-9,195	130,512	-643,248	0	52,225,091	60,251,645	63,320,704	61,774,173

# LONG TERM DEBT SCHEDULE - LT DEBT1

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	-			-						
Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
2015 GO Refunding Bonds	1 2,715,000	O5	2015-05	265,000	19,190	284,190			184,190	100,000
2020 GO Buttermilk Bonds	2 2,384,598 GO	GO	2018-39	596,000	49,010	645,010			645,010	0
2020 Rev Southslope Bonds	3 4,923,065	N-GO	2018-20	287,000	38,903	325,903			325,903	0
2022 YMCA Bonds	4 6,805,000 GO		2021-19	255,000	141,400	396,400			258,000	138,400
	5	1				0				0
	9					0				0
	7	1				0				0
	8	1				0				0
	6	1			<u> </u>	0				0
	10	-				0				0
	111	1				0				0
	12	-				0				0
	13	-				0				0
	14	-				0				0
	15	-				0				0
	16	-				0				0
	17	-				0				0
	18	-				0				0
	19	-				0				0
	20	-				0				0
	21	-				0				0
	22	-				0				0
	23	-				0				0
	24	1				0				0
	25	-				0				0
	26	-				0				0
	27	-				0				0
	28	-				0				0
	29	1				0				0
	30	-				0				0
TOTALS				1,403,000	248,503	1,651,503	0	0	1,413,103	238,400

LONG TERM	LONG TERM DEBT SCHEDULE - GRAND TOTALS	GRAND TOTA	STV				
			GENERAL OBLIGAT	ION BONDS, TIF BONDS, R	GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS	CHASE PAYMENTS	
	Principal Due FY 2025	Interest Due FY 2025	Total Obligation Due FY 2025	Principal Due Interest Due Total Obligation Due Bond Reg./ Paying Agent FY 2025 FY 2025	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	1,116,000	209,600	1,325,600	0	0	1,087,200	238,400
NON GO - TOTAL	287,000	38,903	325,903	0	0	325,903	0
GRAND - TOTAL	1,403,000	248,503	1,651,503	0	0	1,413,103	238,400

### NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET

Fiscal Year July 1, 2024 - June 30, 2025

City of: ELDRIDGE

The City Council will conduct a public hearing on the proposed Budget at: Eldridge Community Center 400 S 16th Avenue Eldridge IA Meeting Date: 4/15/2024 Meeting Time: 07:00 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of , any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <a href="https://dom.iowa.gov/local-budget-appeals">https://dom.iowa.gov/local-budget-appeals</a>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property

7.97926

The estimated tax levy rate per \$1000 valuation on Agricultural land is

3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number

City Clerk/Finance Officer's NAME

(563) 285-4841 ext: 104				Martha Nieto
		Budget FY 2025	Re-estimated FY 2024	Actual FY 2023
Revenues & Other Financing Sources				
Taxes Levied on Property	1	3,731,190	3,328,616	3,187,626
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	3,731,190	3,328,616	3,187,626
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	1,057,833	1,110,814	964,412
Other City Taxes	6	1,534,386	1,575,900	1,553,664
Licenses & Permits	7	124,900	139,699	126,290
Use of Money and Property	8	63,000	63,000	89,194
Intergovernmental	9	1,245,346	1,495,782	3,977,909
Charges for Fees & Service	10	8,865,065	9,138,092	10,762,098
Special Assessments	11	0	0	0
Miscellaneous	12	79,920	184,397	1,375,814
Other Financing Sources	13	0	0	323
Transfers In	14	2,909,042	2,920,990	3,142,491
Total Revenues and Other Sources	15	19,610,682	19,957,290	25,179,821
Expenditures & Other Financing Uses				
Public Safety	16	1,859,211	1,862,707	1,594,287
Public Works	17	2,868,118	2,197,455	1,751,292
Health and Social Services	18	0	0	0
Culture and Recreation	19	413,287	401,030	461,480
Community and Economic Development	20	287,365	262,470	227,329
General Government	21	874,207	807,625	576,598
Debt Service	22	1,325,600	1,327,520	1,325,923
Capital Projects	23	2,280,440	1,310,141	5,793,982
Total Government Activities Expenditures	24	9,908,228	8,168,948	11,730,891
Business Type / Enterprises	25	9,862,471	7,320,821	9,086,644
Total ALL Expenditures	26	19,770,699	15,489,769	20,817,535
Transfers Out	27	2,909,042	2,920,990	3,142,491
Total ALL Expenditures/Transfers Out	28	22,679,741	18,410,759	23,960,026
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-3,069,059	1,546,531	1,219,795
Beginning Fund Balance July 1	30	63,320,704	61,774,173	60,554,378
Ending Fund Balance June 30	31	60,251,645	63,320,704	61,774,173



April 10, 2024

City of Eldridge Attn: Nevada Lemke 305 N 3<sup>rd</sup> Street Eldridge, IA 52748

RE: City Engineering and Architectural Services

Dear Mayor King and Council Members:

Shive-Hattery has provided the City with engineering services for over 50 years. Our professional staff includes architects and civil, structural, mechanical, electrical engineers, landscape architects, construction representatives, and land surveyors. We look forward to continuing to provide the City of Eldridge with City engineering and architectural services.

We propose to attend City Council and other meetings upon your request. Attendance at and preparation for these meetings will be invoiced on an hourly rate basis, based on our Hourly Rate Schedule in effect at the time of the meeting. We have attached our Hourly Rate Schedule.

In addition, we propose to furnish the following services, upon request:

- Prepare Engineer's opinions of probable construction cost.
- Provide advice on the annual street maintenance program.
- Provide information related to grant applications.
- Review plats, subdivision plans, site plans, and other items upon request.
- Provide advice on routine engineering and architectural matters.
- Provide engineering and architectural design upon request.
- Conduct surveying upon request.

The above services will be provided on a negotiated fee basis. A work order with a defined scope of work, schedule and fee will be provided and approved prior to Shive-Hattery providing the requested services. The work order may be in the form of an e-mail and the Terms and Conditions of this Master Agreement will be in effect with each approved work order.

The City Council and their agents, the City Administrator, the Assistant City Administrator, the Public Works Director, and the Building Official shall be the Contract Administrators for the services described on the Work Authorizations. These Administrators will be responsible for all business transactions between the Engineer and the City.

This agreement will be in effect, retroactive to January 1, 2024, and run for a three-year period.

This proposal and the attached Terms and Conditions shall become the Master Agreement for Services when signed and dated by both parties.

Lastly, it is our intention to perform up to your expectations. If we do not, please let us know and we will take corrective actions to improve our performance so that it is in accordance with the City's expectations.

Sincerely,

SHIVE-HATTERY, INC.

Zach Howell, P.E.



### STANDARD TERMS AND CONDITIONS

### **PARTIES**

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., Helix Design Group, a Division of Shive-Hattery, Inc., Shive-Hattery, Inc., or KdG, a Division of Shive-Hattery, Inc., or KdG, a Division of Shive-Hattery, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

### LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

### INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, and employees against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

### HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants, spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

### STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

### **BETTERMENT**

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

### RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

### **PAYMENT**

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

### **TERMINATION**

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

### INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

### **UNDERGROUND UTILITIES**

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

### **CONTRACTOR MATTERS**

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

### SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with



the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

### **OPINIONS OF PROBABLE COST**

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

### **CONSTRUCTION OBSERVATION**

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

### **OTHER SERVICES**

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

### **OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE**

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

### **DISPUTE RESOLUTION**

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

### **EXCUSABLE EVENTS**

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely



information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

### **ASSIGNMENT**

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

### SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

### **GOVERNING LAW**

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

### **EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

### **COMPLETE AGREEMENT**

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

### **ACCEPTANCE**

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

AGREEMENT ACC	CEPTED AND SERVICES AUTHORIZED TO PROCEED
CLIENT: City of Eldridge, IA	
BY:(signature)	TITLE:
PRINTED NAME:	DATE ACCEPTED:



### **ELDRIDGE HOURLY FEE SCHEDULE Effective January 1, 2024 to December 31, 2024**

PROFESSION	IAL STAFF:	TECHNICAL	STAFF:
Grade 1	\$105.00	Grade 1	\$ 72.00
Grade 2	\$126.00	Grade 2	\$ 90.00
Grade 3	\$141.00	Grade 3	\$102.00
Grade 4	\$157.00	Grade 4	\$111.00
Grade 5	\$174.00	Grade 5	\$125.00
Grade 6	\$188.00	Grade 6	\$142.00
Grade 7	\$204.00	Grade 7	\$159.00
Grade 8	\$224.00		
Grade 9	\$243.00		

**ADMIN STAFF:** \$ 72.00

### SURVEY STAFF:

One Person	\$153.00
Two Person	\$237.00
Scanning Surveyor	\$198.00
Surveyor with Two Scanners	\$275.00

### REIMBURSABLE EXPENSES:

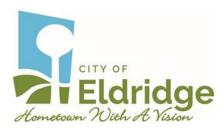
IN-HOUSE SERVICES

Mileage- Car/Truck	\$0.67/ Mile	Prints/Plots:	
Mileage- Survey Trucks	\$0.77/ Mile	Bond	\$ .30/Sq. Ft.
Lodging, Meals	Cost + 10%	Mylar	\$ .75/Sq. Ft.
Airfare	Cost + 10%	Photogloss	\$ .90/Sq. Ft.
Car Rental	Cost + 10%	Color Bond	\$ .60/Sq. Ft.
		Foam Core Mounting	\$ 13.00

### **OUTSIDE SERVICES**

Aerial Photogrammetry	Cost + 10%	<b>Color Prints:</b>	
Professional Services	Cost + 10%	Letter Size	\$ 1.00
Prints/Plots/Photos	Cost + 10%	Legal Size	\$ 2.00
Deliveries	Cost + 10%		

### City of Eldridge MEMORANDIUM



To: Mayor and Council

From: City Administrator, Nevada Lemke

Re: Amendment No. 2 – Multiresidential URTE Plan

Date: April 1, 2024

### Mayor and City Council:

The following engagement letter from Ahlers & Cooney, P.C. is to request authorization to allow Ahlers & Cooney to assist with the process of expanding our Multiresidential Urban Revitalization Plan to include an additional parcel. The additional parcel #931137401 is currently owned by Eldridge Fields, LLC and the developer would like to apply for lowa's Workforce Housing Tax Credit to complete the development project of multi-family residential housing on that parcel.

The \$8.1M development project includes 130 units consisting of 2-50 unit buildings and 1-30 unit building. The phases for completion are anticipated as follows:

- 50 unit building start Sept 1st completed May 2025
- 50 unit building start April 2025 complete Jan/Feb 2026
- 30 unit building start Sept 2025 complete May 2026

The estimated rents for the units are as follows:

- Range of Studio w/ attached garage \$975 – 3 BR \$1,825

The developer will pay for a market study that is needed to submit an application for the Iowa Workforce Housing Tax Credits. The criteria that developments must meet to apply for these tax credits include: Program has a per unit cost cap to ensure units created are for workforce housing; Housing units must be for owner or renter occupied permanent residence – not offered for rent on a daily or weekly basis.



Ahlers & Cooney, P.C.

Attorneys at Law

100 Court Avenue, Suite 600 Des Moines, Iowa 50309-2231 Phone: 515-243-7611

Fax: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com
Nathan J. Overberg
515.246.0329
noverberg@ahlerslaw.com

March 28, 2024

Sent via email: <a href="mailto:nlemke@cityofeldridgeia.org">nlemke@cityofeldridgeia.org</a>

Nevada Lemke City Administrator City of Eldridge 305 N. Third Street Eldridge, Iowa 52748

RE: Engagement Letter - Amendment No. 2 to the Eldridge Multiresidential Urban

Revitalization Plan

### Dear Nevada:

The purpose of this Engagement Agreement ("Agreement") is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. will represent the City of Eldridge, Iowa (the "City") in connection with Amendment No. 2 to the Eldridge Multiresidential Urban Revitalization Plan (the "Amendment") for the Eldridge Multiresidential Urban Revitalization Area (the "Urban Revitalization Area"), in accordance with Iowa Code Chapter 404.

### SCOPE OF ENGAGEMENT

We agree to perform the following services for the fees we charge under this Agreement:

- 1. Prepare the Amendment ("Amendment") in accordance with Iowa Code Chapter 404;
- 2. Prepare letters of instructions, notices of meetings, and partial agendas for City Council proceedings related to the Amendment;
- 3. Prepare proceedings for a resolution setting the date of a public hearing on the Amendment;
- 4. Prepare proceedings to be used on the date fixed for the public hearing and adoption of the Amendment;
- 5. Prepare an amendment to the ordinance designating the Urban Revitalization Area, if needed to modify the Urban Revitalization Area's boundaries;

- 6. Answer questions and advise City staff and the Council throughout the adoption process for the Amendment; and
- 7. Complete a transcript file record related to the adoption of the Amendment.

Our duties under this Agreement are limited to those expressly set forth above. Absent a separate engagement agreement regarding one or more of the following services, the services provided and the fees charged hereunder do not include:

- 1. Preparing the legal descriptions to be used in the Amendment;
- 2. Defending any legal challenges to or arising out of the Amendment;
- 3. Acting in a financial advisory role;
- 4. Administering the Urban Revitalization Area or Urban Revitalization Plan, as amended, after the adoption of the Amendment (and after completion of the transcript file on the Amendment); or
- 5. Any bond (finance) related services.

It is not anticipated that it will be necessary for us to personally attend Council meetings in order to accomplish our work. We will be coordinating our services with you and other City staff, as directed by the City. In the event that public hearings or litigation should occur in the course of this matter, we would expect the same to be handled by the City Attorney, unless special arrangements are made for our participation.

### ATTORNEY-CLIENT RELATIONSHIP

As confirmed by the execution of this Agreement, the City will be our client and an attorney-client relationship will exist between us for purposes of providing the services listed above. Our services are limited to those contracted for in this letter and the City's execution of this Agreement will constitute an acknowledgement of those limitations. The Firm's engagement under this Agreement will end when the Amendment is adopted/approved by the Council and our final invoice has been paid.

### **FEES**

The attorneys working in the economic development practice area of the firm, including Nathan Overberg and Jenna Sabroske, will be the attorneys chiefly responsible for providing you with these legal services. However, if efficient and appropriate, we may call on other attorneys and legal assistants from time to time. The fees will be based on the hours worked by firm personnel at their hourly rates in effect at the time the work is performed. Mr. Overberg's 2024 hourly rate is \$340 and Ms. Sabroske's rate is \$270. Work performed by other attorneys will be billed at their 2024 hourly rate (from \$200-\$430 per hour). Work by legal assistants will be billed at \$140-\$155 per hour. Our rates are generally adjusted on an annual basis, as of January 1st of each year.

It is difficult to estimate the total cost for the work, because we charge by the hour and there are many variables that impact the number of hours spent on the work. Expenses will be billed at the amount incurred. Our statement for services and expenses will be due and payable upon receipt of the invoice, which in most instances, is monthly. Should you have any questions about a statement or a fee, please do not hesitate to call. We do reserve the right to withdraw from representation for any reason, including failure to pay the monthly statement in accordance with this policy. If, for any reason, the City terminates the engagement governed by this Agreement before the completion of the services described herein, we will bill the City for the services rendered as of the date of termination based on the hourly rates of those who provided services.

### **RECORDS**

At the City's request, any documents furnished by the City will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the above referenced project 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.

### **APPROVAL**

Please carefully review the terms and conditions of this Agreement. If this Agreement accurately reflects the terms of this particular engagement, please obtain approval by the City Council, and execute, date, and return to me the enclosed copy of this Agreement. Please retain the original for your file.

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact me. As always, we appreciate the opportunity to represent the City and we look forward to working with you on this matter.

look forward to working with you on this mat	tter.	
	Ahlers & Cooney, P.C.	
	Sincerely,	
Accepted and approved on behalf of the City	By:  Nathan J. Overberg  Council of the City of Eldridge, Jowa*	
1 11	Dated:	
Title:		
*Authorized by action of the governing body,	, approved on,	2024
02328945\10436-066		



### TRAFFIC AND TRANSPORTATION PRODUCTS, LIMITED (TATPL)

DATE: April 10, 2024

23107 ROUTE 2 AND 92 PORT BYRON, ILLINOIS 61275 www.tatpl-traffic.com

**TATPL** PHONE: (309) 523-3425 FAX: (309) 523-3317

TO: City of Eldridge Attn: Brian Wessel 305 N. 3rd St. Eldridge, Iowa 52748

SUBJECT: QUOTATION.

VIDEO DETECTION SYSTEM FOR LECLAIRE ROAD & HIGHWAY 61 OFF RAMP. TRAFFIC SIGNAL EQUIPMENT. ELDRIDGE, IOWA. DELIVERY A.R.O.: SEE NOTES.
FREIGHT F.O.B. ORIGIN: PREPAID & ALLOWED.
QUOTATION FIRM 30 CALENDAR DAYS.
NO SALES TAXES INCLUDED.
TERMS: NET 30 DAYS; WITH PRIOR
APPROVED CREDIT.

TOTAL NUMBER OF PAGES (INCLUDING THIS COVER SHEET): ONE (1). IF TOTAL PAGES INDICATED ABOVE NOT RECEIVED, PLEASE CALL IMMEDIATELY.

LINE # QTY. DESCRIPTION UNIT EXTENDED

1 LUMP SUM VIDEO DETECTION UPGRADE, PRICING INCLUDES ANY CABINET MODIFICATIONS, CAMERA MOUNTING HARDWARE AND ETHERNET WIRE, BUT DOES NOT INCLUDE INSTALLATION OF CAMERAS ON POLE OR PULLING OF ETHERNET CABLE FROM CABINET TO POLE LOCATIONS.

\$29,428.00

\$29,428.00

### (PLEASE READ ALL NOTES CAREFULLY.)

### NOTES:

- 1. DELIVERY IS 30 TO 60 DAYS AFTER RECEIPT OF ORDER; OR, 30 TO 60 DAYS AFTER RECEIPT OF APPROVED DATA SHEET SUBMITTALS, WHEN DATA SHEET SUBMITTALS ARE REQUIRED. **IMPORTANT NOTICE** DUE TO THE SITUATION WITH THE COVID-19 VIRUS, THIS DELIVERY INFORMATION IS SUBJECT TO CHANGE BASED ON OUR ABILITY TO OBTAIN MATERIAL.
- 2. THE <u>CONTRACTOR IS RESPONSIBLE</u> FOR THE COLLECTION AND PAYING OF ALL SALES TAXES APPLICABLE TO THE PURCHASE OF ANY EQUIPMENT CONTAINED IN THIS QUOTATION.
- 3. THE PRICES QUOTED ON PAGE ONE OF THIS QUOTATION ARE BASED ON THE FULL CONTENT OF ALL LINE ITEMS AS A WHOLE.
- 4. TRAFFIC AND TRANSPORTATION PRODUCTS, LIMITED RETAINS TITLE TO ALL EQUIPMENT UNTIL PAID IN FULL.
- 5. PROPOSED CAMERA SYSTEM ALLOWS EITHER THE MANUFACTURER OR TATPL TO LOG IN TO SYSTEM THROUGH A CELLULAR INTERFACE TO SETUP OR CONFIGURE SYSTEM.
- 6. CONTRACTOR OR CITY WILL BE REQUIRED TO PULL NETWORK CABLE FROM TRAFFIC CABINET TO TRAFFIC POLE/UP TO CAMERA, MOUNT CAMERA WITH SUPPLIED TUBE AND CLAMP KITS AND TRAFFIC CONTROL IF NECESSARY. TATPL WILL INSTALL CABINET EQUIPMENT AND CONFIGURE SYSTEM.



### TRAFFIC AND TRANSPORTATION PRODUCTS, LIMITED (TATPL)

DATE: April 10, 2024

23107 ROUTE 2 AND 92 PORT BYRON, ILLINOIS 61275 www.tatpl-traffic.com

**TATPL** PHONE: (309) 523-3425 FAX: (309) 523-3317

TO: City of Eldridge Attn: Brian Wessel 305 N. 3rd St. Eldridge, Iowa 52748

SUBJECT: QUOTATION.

VIDEO DETECTION SYSTEM FOR LECLAIRE

**ROAD & 9TH AVENUE.** 

TRAFFIC SIGNAL EQUIPMENT.

ELDRIDGE, IOWA.

DELIVERY A.R.O.: SEE NOTES.

FREIGHT F.O.B. ORIGIN: PREPAID & ALLOWED.

QUOTATION FIRM 30 CALENDAR DAYS.

NO SALES TAXES INCLUDED.

TERMS: NET 30 DAYS; WITH PRIOR

APPROVED CREDIT.

TOTAL NUMBER OF PAGES (INCLUDING THIS COVER SHEET): ONE (1). IF TOTAL PAGES INDICATED ABOVE NOT RECEIVED, PLEASE CALL IMMEDIATELY.

LINE # QTY. DESCRIPTION UNIT EXTENDED

1 LUMP SUM VIDEO DETECTION UPGRADE, PRICING INCLUDES ANY CABINET MODIFICATIONS, CAMERA MOUNTING HARDWARE AND ETHERNET WIRE, BUT DOES NOT INCLUDE INSTALLATION OF CAMERAS ON POLE OR PULLING OF ETHERNET CABLE FROM CABINET TO POLE LOCATIONS. \$27,552.00 \$27,552.00

### (PLEASE READ ALL NOTES CAREFULLY.)

### NOTES:

- 1. DELIVERY IS 30 TO 60 DAYS AFTER RECEIPT OF ORDER; OR, 30 TO 60 DAYS AFTER RECEIPT OF APPROVED DATA SHEET SUBMITTALS, WHEN DATA SHEET SUBMITTALS ARE REQUIRED. **IMPORTANT NOTICE** DUE TO THE SITUATION WITH THE COVID-19 VIRUS, THIS DELIVERY INFORMATION IS SUBJECT TO CHANGE BASED ON OUR ABILITY TO OBTAIN MATERIAL.
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The special meeting of the Board of Trustees of the Eldridge Electric and Water Utility Board was called to order at 4:02 P.M. on April 1, 2024, at the Water Treatment Facility at 505 W. Donahue Street in Eldridge.

Board members present were Paula Steward (acting Chair), Jeff Hamilton, Barb O'Brien, and Craig Gehrls. Also present via phone were Troy Dejode of IAMU, John Lande of Dickinson Bradshaw Law Firm, and Nicole Proesch of Dickinson Bradshaw Law Firm.

Public Present: Jody Coffman, Jake Rowe, Sarah Watson, Marty O'Boyle, Mark Ridolfi, Tate Olson, Collin Wilson, Scott Campbell, Ryan Iossi, and Nevada Lemke.

Motion by O'Brien, second by Gehrls to approve the agenda. 4 Ayes, 0 Nays. Motion Carries.

### Public Comment- None

Item #4. Presentation by Troy Dejode of Iowa Association of Municipal Utilities (IAMU) on Services IAMU can provide to support the Utility. – Troy Dejode stated that he wanted to inform the Board about concerns and options for Utility staffing, and the 3 major services that IAMU provides. IAMU is a resource for municipal utility boards for their general board member roles, staffing and insurance related issues, and resources to assist operations. Troy stated he is the Executive Director for IAMU for 10 years and IAMU members include 540 municipal water utilities, 135 electric utilities, 52 natural gas utilities, and 29 broadband utilities. IAMU advocates for locally controlled utilities but he stated they do not advocate for how those utilities are governed. Of the IAMU members, 59 utilities are Board governed and 76 are City Council governed. Eldridge is the 13<sup>th</sup> largest utility in the State of Iowa. IAMU provides 3 main services – Operational Assistance (mostly in the natural gas arena); Training & Education; and Advocacy through contracted lobbyists that file matters of interest to its members in the legislature. They offer a program know as IPAIT (Iowa Public Agency Investment Trust) that offers low risk investment opportunities for members and partners with EMC and Jester Insurance companies. IAMU can act as a contractor and staff municipal utilities if they lose key members due to injury, retirement, etc... and sometimes hire a municipality's retired staff through IAMU to help fill gaps temporarily. Troy stated it is not uncommon to see concerns from Council in communities with Board run utilities. He further stated that he has never come across a municipal utility that does not have its own EIN. Troy reported that there is certainly some level of coordination between local municipalities and their locally owned utilities usually through sharing of equipment, etc. The size usually plays a factor in determining how formal or informal that sharing arrangement is. IAMU aims to provide a neutral 3<sup>rd</sup> party expertise to help utility boards make the best decision for their community. Troy spoke briefly on the IAMU program known as PULL which is rarely used and never in situations like this. He stated Insurance is usually split into 2 separate policies due to a separate set of risks. Troy stated many members get their insurance through IAMU while their municipal counterparts get their insurance from somewhere else. No questions from the Board.

Item #5. Authorize legal action against the City of Eldridge related to alleged trustee removal. A closed session may be held pursuant to Iowa Code 21.5(1)(c) "To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation." Motion by Steward, Second by Gehrls. 4 Ayes, 0 Nays. Motion Carries. Board enters Closed Session at 4:21 p.m.

Board resumed open session at 4:56 p.m.

Steward requests that the Board go back and address Item #3 on the agenda that was not addressed in Closed Session.

Item #3. Review Staffing Level and any potential action to address any concerns related to staffing. – John Lande asked how the Utility Board can continue to ensure that day to day operations run smoothly with 2 employees on administrative leave. Tate Olson stated that he and Collin Wilson are not comfortable performing Jake Rowe's role. Tate has been a lineman for 8 years. Requests and issues initially come to Jake or Jody by phone or email. Right now he and Collin have access to Jake's emails and are corresponding and delegating as necessary. He stated they are currently up to date on all tasks. Jeff Hamilton asked if they were qualified to do a Lock Out Tag Out if necessary. Tate confirmed that the staff could perform that and also can do hot work. Jeff asked if operations could be continued safely in the event of an emergency and Tate Olson confirmed that they could operate safely. Paula asked about authorizing purchases and approving credit cards in Jake's absence. John Lande stated that the Utility Board is responsible for expenditures and the Board should consider adopting procedures for approval of expenditures, and further stated that it is common for staff to approve expenses prior to Board approval. The internal process consideration should be based on staffing, workload, etc...

Item #7. Presentation by Dickinson Bradshaw regarding quotes for the costs of an investigator to do an independent investigation of city allegations and action to approve an investigator. Nicole Proesch reported that she had reached out to four firms/consultants that would be available as options for conducting the investigation, as long as no conflicts of interest were identified during the conflict of interest check. Lindsay Vaught with Ahlers & Cooney at a rate of \$290/hour; Kay Oskvig from Whitfield & Eddy at a rate of \$300/hour plus mileage at the IRS rates for reimbursement; Maggie Hanson from Dentons Davis Brown at a rate of \$375/hour; and Josie Lewis from JL Consulting at \$200/hour. Jeff Hamilton asked how long the investigation would take. Nicole stated approximately 1-2 days of interviews and then the investigator would write a report based on their findings. She stated that she does not know the exact scope of work but would estimate 20-40 hours. Nicole stated they have experience with all 4 and 3 of them had confirmed availability in the next 1-2 weeks. She stated Josie recently went on her own after previously working in HR for the Board of Education and had also been a licensed attorney. Paula stated she is supportive of an unbiased opinion. Craig Gehrls stated that he would like some time to consider the options. Paula urged action and stated that we need to find out why our employees are sitting at home. Craig said he wanted to think about the money being spent. Paula stated that the Board is paying the employees to sit at home. She further

stated that this is what the Board expressed it wanted in prior meetings. Jeff Hamilton agreed a third party mediator was an option he was interested in. Motion by Steward, Second by Hamilton. 4 Ayes, 0 Nays. Motion Carries.

Motion by Gehrls for adjournment, second by Hamilton. 4 Ayes, 0 Nays. Motion Carries. Meeting adjourned at 5:20 p.m.

Submitted by Nevada Lemke

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 April 2, 2024, at Eldridge City Hall.

Board members present were Paula Steward, Jeff Hamilton, Barb Skadal, and Craig Gehrls. Also, present: Jacob Rowe, Jody Coffman, Frank King, Nevada Lemke, Ryan Iossi, Scott Campbell, Mark Ridolfi, Collin Wilson, Tate Olson, and Ashley Lacey. Attorneys John Lande and Nichole Proesch from Dickerson, Bradshaw, Fowler & Hagen, P.C. attended via phone.

<u>Public Comment</u> – Tate Olson read a letter informing the board how the removal of the Utility Manager and Billing Clerk has affected his job and the jobs of the other linemen.

Mayor King read a letter letting the board know that the State Auditor is being consulted in this investigation, and if the board members stand in the way, they will have to take action.

### Old Business -

The board was given some examples of orientations for a new hire. No action was taken, this was just informational.

### Financial -

Motion by O'Brien to approve the bills payable for \$199,175.13. Second by Gehrls. All ayes.

Motion by Gehrls to table approving Resolution 2024-07 E&W until the next meeting, so they can get more information. Second by O'Brien. All Ayes.

<u>Electric Department Update</u> – Wilson stated that the overhangs have been corrected a 316 N 6<sup>th</sup> St and 601 S 2<sup>nd</sup> St will be worked on and the lines will be buried. Gabe Stricker has put in his 2 week notice, his last day will be April 9<sup>th</sup>.

<u>Water Department Update</u> – Regan replaced 3 valves at the Water Plant. The DNR did a recent sanitary survey and we have emailed them to get recommendations to make the corrections. They are also getting prepared for the Spring Flushing.

Motion by Gerhls to adjourn meeting at 5:22 p.m. Second by O'Brien. All ayes.

Ashley Lacey Billing Clerk The regular meeting of the Eldridge Parks & Recreation Board was called to order at 6:30 P.M. on April 2, 2024, at City Hall.

Board members who were present were Jeff Ashcraft, Jill DeWulf, Scott LaPlante, Tricia Campbell, Dean Halverson. Also, present were Scott Campbell, Tony Rupe, and Ashley Lacey.

Motion by DeWulf, second by LaPlante to approve the agenda. Motion approved unanimously by voice vote.

Motion by Campbell, second by DeWulf to approve the minutes from March 12, 2024. Motion approved unanimously by voice vote.

Motion by LaPlante, second by LaPlante to approve bills payable of \$11,116.93. Motion approved unanimously by voice vote.

### Old Business-

The other two options for the Sheridan Meadows field have been tabled while we finish other projects.

Band Shell discussion- Lacey is working with the City Engineer to figure out what the bandshell should look like. The board would like a 3-sided with a curved roof, storage, and an elevated stage. They also wonder what the cost would be to add a bathroom.

Motion by Campbell to raise the concession stand pay to \$12/hr. Second by DeWulf. Motion approved unanimously by voice vote.

### **New Business-**

Pickleball Crack Sealing- Rupe will be looking into the cracks at the Pickleball court and getting pricing to fix the cracks.

Pickleball Tournament – Motion by Campbell, second by LaPlante to approve Mary Healy holding a Pickleball Tournament on May 8<sup>th</sup> from 10 am – 4 pm. Motion approved unanimously by voice vote.

Park Bench Replacement - Rupe presented the board with options for 4 benches that need to be replaced, the board liked the boardwalk bench.

Trash Receptacle for Wiese Park – Rupe presented the board with options for a trash receptacle in Wiese Park, the board liked the traditional park thermoplastic trashcan from Uline for \$585 plus shipping.

Trees Please Grant – The board will receive \$3,000 from the Trees Please Grant to replace trees at Sheridan Meadows that did not survive the Derecho.

Motion by Halverson, second by DeWulf to adjourn the meeting at 7:18 pm. Motion approved unanimously by voice vote.

Respectfully submitted, Ashley Lacey, Billing Clerk

The next regular meeting is on May 14, 2024, at 6:30 p.m.