

ELDRIDGE ELECTRIC AND WATER UTILITY BOARD

June 17th, 2025 – 5:00 pm City Hall, 305 N. 3rd Street

- 1. Call to Order
- 2. Public Comment
- 3. Approval of Agenda
- 4. Approval of Utility Board Minutes from June 3rd, 2025
- 5. Financial & Administrative
 - A. Consideration to Approve Bills Payable
 - B. Discussion and Consideration to Approve Resolution 2025-09 E&W Setting FY26 Wages & Salaries for Eldridge Electric & Water
 - C. Department Update
- 6. Electric Department
 - A. Outages
 - B. Department Update Collin Wilson
- 7. Water Department
 - A. Presentation from Carrie Swartz & Jon Burmeister with PFM Financial Advisors, LLC
 - B. Water Main Breaks
 - C. Water Test Results
 - D. Discussion and Consideration to Approve Grundwald Land Development Water Main Request
 - E. Discussion and Consideration to Approve of Water Distribution Ordinance
 - F. Consideration to approve a wage increase for Tanner Loussaert from \$33.88/hr to \$35.51/ hr following completion of the second portion of his Grade 2 Certification. This reflects the remaining 60% of the completion of the Grade 2 Treatment and/or Distribution certification, in accordance with the terms outlined in the CBA.
 - G. Discussion and consideration to approve the quote from Northway Well & Pump for high service pump #1
 - H. Discussion and consideration to approve the purchase of a quick connect for the Water Treatment Plant generator.
 - I. Discussion and consideration to approve the purchase of 2 new VFDs for High Service Pumps #3 & #4
 - J. Department Update Cegan Long
- 8. Adjournment

NEXT REGULAR MEETING: Tuesday, July 8th, 2025 at 5:00 pm

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 June 3rd, 2025, at Eldridge City Hall.

The board members present were Michael Bristley, Mark Goodding, Abby Petersen, Racheal Padavich, and Jeff Hamilton. Also present were Gage Lane, Nevada Lemke, Ryan Iossi, Collin Wilson, Cegan Long, Sadie Wagner, Jeff Martens, Marty O'Boyle, and Dale Grunwald.

Public Comment - None

Motion by Padavich to approve the Agenda. Second by Petersen. All Ayes. Motion Carries.

Motion by Padavich to approve Utility Board Minutes from May 20th, 2025. Second by Hamilton. All Ayes. Motion Carries.

Financial & Administrative-

- A. Motion by Goodding to Approve Bills Payable in the Amount of \$76,022.50. Second by Padavich. All Ayes. Motion Carries.
- B. Department Update- Wagner has completed more of her department shadow days. Shadowed Ray Nees, the building inspector, got to be a lineman for a day, and went to the water department and shadowed Cegan Long, and his operators. Our Electric rates have been updated for the summer and will go into effect July 1st, 2025, and go through November 1st, 2025.

Water Department -

- A. Discussion and Consideration to Approve Grunwald Land Development Water Main Request.
 Discussed amongst the board, no action was taken.
- B. Consideration of Water Distribution Ordinance. Discussed amongst the board, no action was taken.
- C. Water Main Breaks- None to report
- D. Water Test Results- All May test results passed.
- E. Motion by Goodding to approve quote from Janda Motor Services for maintenance on High Service motor #1. Second by Hamilton. All Ayes. Motion Carries.
- F. Motion by Petersen to approve quote from Climate Engineers for the work on the HVAC at the water treatment plant. Second by Hamilton. All Ayes. Motion Carries.
- G. Department Update The city has already reached three one million consumption days this year. There are three weeks of fluoride supply remaining, and an order will be placed for 50 additional gallons. Martin Equipment completed a drain and flush on the generator, which successfully resolved

the issue. The Board has requested that Cegan Long look into potential cost-sharing options with Altorfer.

Electric Department –

- A. Outages- None, had a blink on Wednesday and Sunday, nothing out of the ordinary was discovered.
- B. Discussion on upcoming PCA rate increase- Wagner informed the board and discussed the upcoming rate increase. Mike Bristley has requested that we have a conversation with Compass regarding the changes and prepare information to share with our customers.
- C. Department Update Wilson stated the crew is in between projects, assisted Long Grove with various tasks, and performed A pole change-out on West Le Clair Road and North 7th Street.
 Additionally, relocated new services at 711 West Spring Street.

Motion by Petersen to adjourn the meeting at 5:53 p.m. Second by Padavich. All Ayes. Motion Carries.

Gage Lane

Utility Billing Clerk

	BILLS PAYABLE						
CHECK #		FUND	VENDOR	DESCRIPTION	FREQUENCY	AMC	DUNT
	DEP REFUND		ASPEN HOMES LLC	ASPEN HOMES LLC	ONE TIME	\$	220.02
	DEP REFUND		ASPEN HOMES LLC	ASPEN HOMES LLC	ONE TIME	\$	234.04
	DEP REFUND		BAILEY, STEVEN	BAILEY, STEVEN	ONE TIME	\$	24.26
226810	DEP REFUND	630-2033	BICKELAHUPT, HALEY	BICKELAHUPT, HALEY	ONE TIME	\$	140.30
	DEP REFUND		DANEWOOD, SUZANNE	DANEWOOD, SUZANNE	ONE TIME	\$	43.02
226812	DEP REFUND	630-2033	DEPUYDT, STELLA	DEPUYDT, STELLA	ONE TIME	\$	99.56
226813	DEP REFUND	630-2033	ECKERT, MAI	ECKERT, MAI	ONE TIME	\$	138.83
226814	DEP REFUND	630-2033	HAMILTON, BRITTANY	HAMILTON, BRITTANY	ONE TIME	\$	48.88
226815	DEP REFUND	630-2033	PERRY REID CONSTRUCTION	PERRY REID CONSTRUCTION	ONE TIME	\$	54.38
226816	DEP REFUND	630-2033	SAVAGLIO, EMMA	SAVAGLIO, EMMA	ONE TIME	\$	99.03
226817	DEP REFUND	630-2033	SELMANI, LULZIM	SELMANI, LULZIM	ONE TIME	\$	82.06
226818	DEP REFUND	630-2033	STEARNS, CHRISTY	STEARNS, CHRISTY	ONE TIME	\$	56.07
226819	DEP REFUND	630-2033	SWEENEY, ORION	SWEENEY, ORION	ONE TIME	\$	82.78
226820	DEP REFUND	630-2033	WISNEFSKI, DALTON	WISNEFSKI, DALTON	ONE TIME	\$	72.48
226821	ELECTRIC	630-5-820-6340	ACCESS SYSTEMS LEASING	COPIER SERVICES	MONTHLY	\$	31.43
226822	WATER	600-5-810-6371	ALLIANT ENERGY CO.	UTILITIES	MONTHLY	\$	196.96
226823	ELECTRIC	630-5-820-6310	ALWAYS CLEAN LLC	CLEANING SERVICES	MONTHLY	\$	300.00
226824	WATER	600-5-810-6401	BOHNSACK & FROMMELT LLP	ACCOUNTING SERVICES	AS NEEDED	\$ 1	1,456.25
226825	WATER	600-5-810-6310	CLIMATE ENGINEERS-QC	HVAC MAINTENANCE	ONE TIME	\$	437.44
226826	ELECTRIC	630-5-820-6413	COMMUNITY ACTION OF EASTERN IOWA	PROJECT SHARE	MONTHLY	\$	52.50
226827	ELECTRIC	630-5-820-6310	DOORS INC	DOOR KEY FOB CONVERSION	ONE TIME	\$	660.00
226828	ELECTRIC	630-5-820-6414	EASTERN IOWA PUBLICATION LLC	UTILITY PUBLISHING	MONTHLY	\$	251.98
	ELECTRIC		FLETCHER-REINHARDT CO.	SLICE TAPE/CABLE	AS NEEDED	\$	907.20
226830	ELECTRIC	630-5-820-6240	GHEER, DEVIN	MILAGE -DISTRIBUTION WORKSHOP	ONE TIME	\$	310.80
226831	WATER	600-5-810-6501	HAWKINS INC.	CHLORINE CYLINDERS	AS NEEDED	\$ 1	1,619.73
	ELECTRIC		IA ASSN. MUNICIPAL UTIL.	GHEER TESTING	ONE TIME		1.500.00
226833	ELECTRIC	630-5-820-6450	IOWA ONE CALL	LOCATES	MONTHLY	\$	315.50
226834	WATER	600-5-810-6407	ISG I&S GROUP, INC.	ENGINEERING REPORT	PROJECT BASED	\$ 3	3,260.05
226835	WATER	600-5-810-6560	ITRON	METER MAINTENANCE	ANNUALLY	\$ 1	1,180.22
226835	ELECTRIC	630-5-820-6727	ITRON	METER MAINTENANCE	ANNUALLY	\$ 1	1,180.22
226836	WATER	600-5-810-6181	JK INDUSTRIES	CLOTHING ALLOWANCE	AS NEEDED	\$	138.00
226837	WATER	600-5-810-6310	JOHNSON CONTROLS SECURITY SOLUTIONS	SECURITY SYSTEM	MONTHLY	\$	521.56
226838	WATER	600-5-810-6310	MARTIN EQUIPMENT	TREATMENT PLANT GENERATOR MAINTENANCE	ONE TIMES	\$ 2	2.990.85
	ELECTRIC	630-5-820-6560		TAP WIRE INVENTORY	AS NEEDED		1.017.97
	WATER		SHARED IT INC	IT SERVICES	MONTHLY	\$	123.40
	ELECTRIC		SHARED IT INC	IT SERVICES	MONTHLY	\$	123.40
	WATER		UTILITY EQUIPMENT CO.	CORPORATION ABANDONMENT PLATES	AS NEEDED	\$	20.90
DFT0000073		600-5-810-6213		PAYROLL FEES	MONTHLY	\$	33.22
DFT0000075			CENTRAL MUNICIPAL POWER	ENERGY	MONTHLY		8,426.41
	SPLIT	SPLIT	PAYROLL 6/5	PAYROLL 6/5	BI-WEEKLY		6.184.94
			······				4.636.64

The City of Eldridge, Iowa met in open session at the Eldridge Community Center at 7:00 p.m., September 21, 2020. Roll call vote showed Mayor Martin O'Boyle, council members Bruce Cheek, Bernie Peeters, Frank King and Brian Dockery with Adrian Blackwell joining by Zoom. Also present were Mark Ridolfi, Tony Rupe, James Martin, Dale and Jill Grunwald, Tracy Harris, Brian Wessel, Doug and Shari Lake, Jim Kuhl, Roxanne Oerman, Brian Wessel, Lisa Kotter, and Denise Benson.

<u>Agenda</u> – Motion by Dockery to approve the agenda as presented, second by Cheek. Motion approved unanimously by voice vote.

Public Comment – none.

<u>Mayor's Agenda -</u>

- A. Consideration of approval of the minutes from September 8, 2020. Motion by Peeters to approve the minutes, second by King. Motion approved unanimously by voice vote.
- B. Consideration of the bills payable in the amount of \$207,171.53. Motion by Blackwell to approve the bills, second by Cheek. Motion approved unanimously by voice vote.
- c. Proclamation Declaring September 2020 as Childhood Cancer Awareness Month.

<u>Old Business –</u>

A. Consideration of the second reading of Ordinance 2020-08 Designating the Eldridge Multi-residential Urban Revitalization Area of the City of Eldridge, Iowa. Motion by Dockery to approve the second reading, second by King. Roll call vote showed Dockery, Cheek, Peeters and King voting aye, no nays. Motion carried.

<u>New Business</u> –

- A. Consideration of Resolution 2020-25 Approval of the Street Finance Report. Motion by Peeters to approve the report, second by Cheek. Roll call vote showed Dockery, Cheek, Peeters, Blackwell and King voting aye, no nays. Motion carried.
- B. Consideration of the first reading of Ordinance 2020-09 Buttermilk Speed Limit Reduction from 55 to 45 mph, Lincoln to Slopertown Roads. After much discussion Peeters made a motion to approve the first reading, with no second the motion failed. The Ordinance dies for lack of a second.
- C. Consideration to Purchase Speed Indicator Signs for Buttermilk Road. Motion by Dockery to table until a further date and see how many tickets are written, second by Cheek. Motion approved unanimously by voice vote.
- D. Consideration to approve the second reading of Ordinance 2020-07 Rezoning of the Grunwald Subdivision-Grunwald Grove from SA to R2, R3 and C3. Motion by Dockery to approve the second reading, second by Peeters. Roll call vote showed Cheek, Peeters, Blackwell, King and Dockery voting aye, no nays. Motion carried.
- E. Consideration of Resolution 2020-07 Approval of the Preliminary Plat for the Grunwald Grove Subdivision. Motion by Peeters to approve the resolution, second by King. Roll call vote showed Peeters, Blackwell, King, Dockery and Cheek voting aye, no nays. Motion carried.
- F. Consideration Purchase a Generator for City Hall. Motion by King to approve for Tri-City in the amount of \$10,690 and an additional 5-year warranty for \$410 if the warranty is transferable, second by Cheek. Funds will be used from Sales Tax. Roll call vote showed Blackwell, King, Dockery, Cheek and Peeters voting aye, no nays. Motion carried.

<u>Activity Report –</u>

A. <u>Public Works –</u> updated council on projects going on around town. Street patching on Blackhawk Trail should be completed by the end of this week, Asphalt overlay on N 4th Street from Donahue to Price was completed last week along with Davenport from 3rd to 5th Street. Dog Park ADA ramps will be completed this week. Pedestrian crossings are in on S.1st Street at Pinehurst and W. Sheridan Drive for the new bike path. Staff has been busy getting the door hangers out for the Census.

- B. <u>Wastewater</u> the lift station pump is back in service. An aeration blower from 2008 went out and will be taking that out of service. The ultra-violet treatment is working extremely well.
- C. <u>Chief of Police</u> the firearms simulator was here last week, a lot of people participated. They are hoping to have it again in January and to invite more of the public to attend. Some officers qualified on rifle and handguns, but due to the instructor getting sick, the rest will qualify next month.
- D. <u>City Clerk</u> worked on the Street Finance Report and will be working on the Urban Renewal and Annual Financial Reports that are due December 1.
- E. <u>City Administrator</u> working with James on getting the 360 evaluation questions picked. Reminder that Valley is working on the punch list for the bike path and it is not open to the public yet. Utility Board will consider a rate increase on October 6th, some tournaments are still left at the park. Have been asked to serve of the member board of directors the QC Chamber. Auditors were here 2 days last week. Also working with James on FEMA reimbursement due to storm.
- F. <u>Committee Reports</u> Dockery reported that the personnel committee met to discuss Kotter's 6-month evaluation, they have come up with preliminary questions and will bring to the council soon.

Motion by Dockery to adjourn the meeting at 8:22 p.m., second by King. Motion approved unanimously by voice vote.

Martin P. O'Boyle Mayor Denise Benson City Clerk

City Council September 21, 2020

STAFF REPORT

1. Dale Grunwald of Grunwald Land Development L.C. has submitted a Preliminary Plat for Grunwald Grove, a mixed-use development encompassing 164 single family lots, multiple family development and a commercial area.

Staff Recommendation: We have submitted changes to the developer's engineer but have not received a final copy for review yet. We believe with slight modification that this subdivision should be acceptable. Below is a list of comments made and submitted to the Engineer.

• Multi family is not townhomes. Townhomes is a legal term. Please change to condos.

• Review and acceptance of the pre-plat for the multi-family area does not constitute site plan approval of the multi-family area. A secondary site plan review will be required for the multi-family area.

- Any utilities shown on the R-3 lot will be private (save electricity).
- Remove note 9.
- We'd like to see the ROW on Lincoln increased to 40' from center of the road.
- Show existing water main easement on north-east side of property.
- Show sump pump lines and easements on plat.

• On Lincoln Road sewer manholes are shown being placed next to existing manholes. Utilize existing manholes

- Sewer line between lots 95 and 96 needs a manhole at the end of the line.
- Two sewer lines that connect on lot 145 need a manhole.
- Lot 64 shows a sewer line going into the new main without a manhole.
- Sanitary sewer must be extended to southern edge of C-3 on South First Street.
- Under C-3 proposed industrial area, remove industrial.
- NE corner of lot A detention basin, sanitary sewer is south of existing manhole. Must go into manhole.

• Your phasing is not in line with fire code. FC says 30 lots max with a single entry, secondary egress required over 30 lots. Noted: Any road shown as longer than 150', you will need a temporary hammerhead until roads are completed.

• Water main along Lincoln, Linden, and Birch must be extended to west end of property. Also sanitary on Linden must be extended to property line.

• Water main on Lincoln needs to be 12" diameter; City will pay difference between 8". Strike Note 8.

• Any new water mains need to be shown 7' off the back of curb. Any new sanitary sewer need to be shown 2.5' off right of way.

• Note: We think your water main along Lincoln will need to be beyond the power poles due to existing utilities.

• Please provide 7.5' utility easements along rear of west lots for sump lines, etc.

• Please add note: No driveway will be allowed closer than 200' from the intersection of Lincoln and First Street. Each C-3 lot may have one access to Lincoln and one access to First.

• The R-3 area shall meet fire department apparatus access requirements.

• Move intakes at intersections further away from intersection so they do not interfere with future ADA curb ramps.

- Show Fifth Street continuing to the south.
- Do not exceed 800' between water main shutoff valves. Add valve on west side of every T connection going south on Lincoln Road.
- We will need copies of covenants as noted by Preliminary Plat Title D Ch 1. Section 6.02V.

• Please note there are many drainage tiles crossing this area. Care should be taken to ensure they continue to operate.

• Please clarify discharge locations on outlots A and B. Discharge locations do not appear to be in a waterway.

Plan & Zone can review this without the changes completed, with the caveat that any recommendation of approval requires the changes to be completed to staff satisfaction. We recommend approval in this manner.

Plan and Zone Recommendations: After reviewing the revised plat with the changes staff asked for, Plan & Zone recommended approval of the Preliminary Plat for Grunwald Grove.

AGREEMENT FOR CONSTRUCTION AND TO REIMBURSE FOR LINCOLN ROAD WATERMAIN

This AGREEMENT, made by and between the Eldridge Electric and Water Utility of Eldridge, Iowa, hereinafter referred to as "Utility" and Wilmar Development Company, hereinafter referred to as "Developer."

WHEREAS, Developer has previously submitted for approval a plat of Wilmar's Beanfield Addition to the City of Eldridge, Iowa, hereinafter referred to as "City", which plat and related documents have been approved by the City, and

WHEREAS, Utility desires Developer to install a 12-inch diameter water main serving the described property, which installation is agreeable to Developer, and

WHEREAS, Utility and Developer have reached an agreement concerning the apportionment of costs for the same,

NOW, THEREFORE, for the mutual considerations herein referenced, it is agreed between the Utility and Developer as follows:

- 1. Developer shall install a 12-inch diameter water main, with appurtenant structures, to serve the stated subdivision in accordance with plans and specifications approved previously by the City, or as may be subsequently approved by the City. Subsequent to such approval, Developer shall obtain a bid or bids for construction of the referenced improvements. Such bid or bids received by Developer shall be submitted to the Utility for approval and Developer shall not accept a given bid unless approved by Utility.
- 2. Once Utility approved a given bid, no changes to said bid or to any plans and specifications previously approved by the City shall be made by Developer without first obtaining the written approval of the City or Utility, which shall not be withheld unreasonably.
- 3. Developer shall install 1,700 feet of 12-inch diameter water main located in the right-of-way of E. Lincoln Road, or in an easement running parallel to E. Lincoln Road (as approved by the City), in accordance with plans and specifications. Utility shall reimburse Developer for the incremental cost of increasing the diameter size of the water main from 8 inches to 12 inches, any additional valves, fire hydrants or other items required by the Utility needed for future development of adjacent farm land, which incremental cost shall not exceed the sum of \$40,331. Said sum shall be due and payable from Utility to Developer upon completion of the installation of the water main in accordance with approved plans and specifications and upon compliance with any other applicable ordinances, rules, regulations or restrictions of the City, Utility or any other governmental agency, which shall include, but not be limited to final inspection and the providing of an appropriate maintenance bond and lien waivers. Subject to such

compliance, Utility shall pay to Developer the amount due within twenty (20) days of submission by Developer of a billing therefore.

- 4. Inspections by the City and Utility shall consist of inspection work in progress but shall not relieve Developer from its responsibility to construct the referenced improvements in accordance with standards set forth elsewhere in this Agreement or otherwise referenced herein. The cost of said inspection shall be the responsibility of the Developer and the Utility. Further, nothing in this Agreement shall be construed to impose a requirement on Utility to install the original improvements at issue herein nor shall Developer be deemed to be acting as Utility's agent during the construction and installation of the described improvements.
- 5. The following miscellaneous terms and conditions shall apply as indicated:
- A. Third parties shall have no recourse against the Utility under this Agreement.
- B. Any breach of the terms of this Agreement by Developer shall be grounds for denial of building permits, occupancy permits or other permits.
- C. If any portion, section, sub-section, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- D. The action or inaction of Utility shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by both parties and approved by written resolution of the Board of Trustees of the Utility. Utility's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- E. This Agreement shall be binding on Developer, its assigns or successors in interest unless otherwise provided in this Agreement.
- F. Developer assumes all liability for costs resulting from delays and completion of the specified public improvement and damage to public improvements caused by Developer, its contractors, sub-contractors, material men, employees, agenda or third parties.
- G. Developer shall take out and maintain a public liability and property damage insurance policy covering personal injury, including death and claims for property damage out of Developer's work, in an amount or amounts approved by Utility, naming, to the extent possible, Utility as an additional insured. All subcontractors shall also be required to carry similar insurance coverage.

In any case, Developer shall hold harmless and indemnify City, its agents and assigns, from all costs, fees, expenses damages, awards, penalties or similar items incurred by Utility as a result of Developer's actions or omissions hereunder including but not limited to those arising by or through Developer's subcontractors or any party directly or indirectly employed by Developer or such subcontractors.

6. Utility agrees that when the improvement referenced in this Agreement has been installed to the satisfaction of Utility, it will promptly issue a release to developer, its assigns or successors in interest and record said release in the Scott County Recorder's office stating that this Agreement has been fulfilled (if this Agreement previously has been recorded).

- 7. In the event of a default by Developer regarding any work to be performed by Developer under this Agreement, Utility may, at its option, perform the work and bill Developer for said work. Developer shall promptly reimburse Utility for any expense incurred by Utility, provided Developer, except in an emergency, as determined by Utility, is first given notice of the work in default, not less than 48 hours in advance of Utility undertaking said work. This Agreement is an authorization for Utility to act. If Utility performs any such work, Utility may (in addition to its other remedies) assess the cost in whole or in part against all of the property located in the referenced subdivision.
- 8. Developer agrees and is fully obligated to perform as provided in this Agreement. Developer is liable and responsible for each and every obligation agreed to be undertaken pursuant to this Agreement. Failure of Developer, its employees, agents or assigns, to perform is not a defense for Developer against any action to be taken by Utility.
- 9. The City agrees to establish a special service district that shall include a sufficient amount of undeveloped land adjacent to Lincoln Rd to establish a reasonable per acre fee that shall be paid to the City at such time as development shall occur within such designated land. The purpose of said fee shall be to pay for the cost of extending said water main in Lincoln Road, or in an easement running parallel to E. Lincoln Road (as approved by the City). Any such fee paid to the City shall be split between the Utility and Developer in the same ratio as the final cost of the total project was split between the Utility and Developer. Said special district shall remain in effect for a total of 10 years or until the total cost of the project has been recovered whichever shall occur first. Wilmar's Beanfield Addition shall be included in this special district, and Developer shall pay \$20,000 as the development fee for the subdivision development. The maximum reimbursement that Developer will receive will not exceed the Developer's share of construction costs less the \$20,000 development fee.
- 10. Upon Utility's written demand therefore, Developer agrees to record this Agreement and to pay all necessary recording and filing fees that accrue that result from any work that is performed under this Agreement or made necessary as a result of the construction of the referenced subdivision. A copy of the recorded Agreement will be provided the Utility.
- 11. Developer shall install the required public improvements, referenced at paragraph 1 above, within 1 (one) year from the date of Utility approval of this Agreement. In the event that Developer fails to install the required specific public improvement within the above-referenced time, authorization to proceed with the development shall cease and Developer shall be required to seek reauthorization and approval of the development. Developer may, however, request an extension of time from Utility.
- 12. Required notices to Developer shall be in writing and shall either be hand delivered to Developer, its agents or employees, or mailed to Developer by registered mail at the following address.

Wilmar Development Company Attn: Dick Kvach 2030 Bristol Drive Bettendorf, IA 52722 Notices to Utility shall be in writing and shall by either hand delivered to the city administrator or mailed to Utility by registered mail in card of the city administrator at the following address:

Eldridge Electric and Water Utility P. O. Box 375 Eldridge, IA 52748

13. During the term of the special fee district, the cost of any repairs on the water main shall be shared between the utility and the developer on a prorated basis in the same ratio as the final cost of the total project.

Dated this 17th day of October, 2005.

Eldridge Electric and Water Utility

Wilmar Development Company

By: ______Chairman

By: _______Richard Kvach, President

Attest:

Secretary

City of Eldridge

By:

Mayor

Attest:

City clerk



Resolution 2025-09 E&W

A RESOLUTION SETTING THE SALARIES FOR EMPLOYEES OF THE ELDRIDGE ELECTRIC AND WATER UTILITIES, ELDRIDGE, IOWA, FOR THE YEAR JULY 1ST, 2025, TO JUNE 30TH, 2026.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE ELDRIDGE ELECTRIC AND WATER UTILITY:

Section 1. The following persons and positions named shall be paid the salaries or wages indicated and the City Clerk is authorized to issue warrants, less legally required or authorized deductions from the amounts set out below on a bi-weekly basis, and make any contributions to I.P.E.R.S., Social Security, or other purposes as required by law or authorized by the Utility Board, all subject to audit and review by the Utility Board.

Position	Name	Hourly Rate	Hours Per Week	Annual
Line Foreman	Collin Wilson	\$47.12	40	\$98,017
Water Plant Superintendent	Cegan Long	\$46.28	40	\$96,252
Journeyman Lineman	Gabriel Stricker	\$45.57	40	\$94,785
Utility Administrative Manager	Sadie Wagner	\$43.29	40	\$90,045
Lineman/Apprentice	Dalton Eagle	\$39.64	40	\$82,452
Lineman/Apprentice	Devin Gheer	\$36.91	40	\$76,768
Water Plant Operator GRD2	Tanner Loussaert	\$36.75	40	\$76,440
Water Plant Operator GRD1	Bryson Stymiest	\$33.08	40	\$68,806
Billing Clerk	Gage Lane	\$25.16	40	\$52,332
Billing Clerk	Amber Lindle	\$25.16	40	\$52,332
Utility Tech	Gary Moore	\$18.26	Part-time	

PASSED AND APPROVED THIS 17th DAY OF JUNE, 2025.

ATTEST:

/s/ Michael Bristley, Chairman

/s/ Rachael Padavich, Secretary

TITLE C: PUBLIC WORKS; CHAPTER 21: WATER SERVICE SYSTEM

§ 1.00 PURPOSE.

This chapter regulates the use of public and private sewers and drains, private wastewater disposal, the installation and connection of building sewers and the discharge of waters and waste into the public sewage system(s) and provides penalties for violations thereof in the city.

§ 2.00 DEFINITIONS.

The following terms are defined for use in the chapters in this Code of Ordinances pertaining to the Water Service System:

2.01. "Combined service account" means a customer service account for the provision of two or more utility services.

2.02. "Customer" means, in addition to any person receiving water service from the City, the owner of the property served, and as between such parties the duties, responsibilities, liabilities and obligations hereinafter imposed shall be joint and several.

2.03. "Superintendent" means the Superintendent of the City water system or any duly authorized assistant, agent or representative.

2.04. "Water main" means a water supply pipe provided for public or community use.

2.05. "Water service pipe" means the pipe from the water main to the building served.

2.06. "Water system" or "water works" means all public facilities for securing, collecting, storing, pumping, treating, and distributing water.

2.07. "Municipal infraction" means a violation of the code in this chapter as detailed in Title A, chapter 2, § 3.02 Municipal Infraction.

§ 3.00 SUPERINTENDENT'S DUTIES.

The Superintendent shall inspect the installation of water service pipes and their connection to the water main and enforce all regulations pertaining to water services in the City in accordance with this chapter. This chapter shall apply to all replacements of existing water service pipes as well as to new ones. The Superintendent shall make such rules, not in conflict with the provisions of this chapter, as may be needed for the detailed operation of the water system, subject to the approval of the Council. In the event of an emergency the Superintendent may make temporary rules for the protection of the system until due consideration by the Council may be had. (*Code of Iowa, Sec. 372.13[4]*)

§ 4.00 USE OF PUBLIC WATER SYSTEM REQUIRED.

All residences and business establishments within the City limits intended or used for human habitation, occupancy or use shall be connected to the public water system, if it is reasonably available.

The owners of any houses, buildings or structures used for human occupancy, employment or use, situated within the City and abutting on any street, alley or right-of-way in which there is located a public water main are hereby required to connect at the owner(s) expense such facilities to the City's public water system in accordance with the provisions of this chapter within ninety (90) days after the date of official notice to do so, provided that said public water main is located within two hundred (200) feet of the property line of such owner.

Houses, buildings or structures that obtain water by means of private wells that exist before public water sources become available may be grandfathered passed the requirement for connection to the public water system if the owner desires to do so. At any time the owner would desire to connect to the public water system it will be done in its entirety at the owner's expense.

§ 5.00 ABANDONED CONNECTIONS.

When an existing water service is abandoned or a service is renewed with a new tap in the main, all abandoned connections with the mains shall be turned off at the corporation stop and made absolutely watertight. The Service pipe shall be removed from the corporation stop and the corporation stop shall be capped with a brass cap accompanied by thread tape and thread sealant. All at the owner(s) expense.

If a building is destroyed or removed and no building permit is issued to rebuild within six (6) months, the property owner shall remove the service line from the water main at the expense of the owner. If the owner fails to remove the same, the Superintendent may employ such plumbers, excavators or other personnel that may be needed to make the removal and the persons employed shall have the right to make such removal on either public or private property and the property owner shall be billed for the actual cost of this service. If such charges are not paid within thirty (30) days after the presentation, the Clerk shall certify the same to the County Treasurer for collection with and in the same manner as property taxes. If a destroyed, removed or damaged building is to be rebuilt or remodeled, the service line may remain after inspection by the Superintendent and written approval to use the service line is given by the Utility Board.

§ 6.00 APPLICATION FOR SERVICE.

Before any person makes a connection with the public water system, an application for service must be made to the City. The application for service shall include the address of the property, the name of the property owner, the name and address of the person who will do the work, and the general uses of the water. The property owner shall complete installation and connection of

the service line to the public water system within sixty (60) days after the application for service, except that when such time period is inequitable or unfair due to conditions beyond the control of the property owner, an extension of time within which to complete the work may be granted by the Superintendent.

§ 7.00 COMPLIANCE WITH PLUMBING CODE.

The installation of any water service pipe and any connection with the public water system shall comply with all pertinent and applicable provisions of the Iowa State Plumbing Code, as adopted and amended by the state of Iowa and the City of Eldridge.

§ 8.00 PLUMBER REQUIRED.

All installations of water service pipes and connections to the water system shall be made by a State-licensed plumber.

§ 9.00 WATER TAPPING FEE.

As determined by Resolution by the Utility Board.

§ 10.00 TAPPING MAINS.

All taps into public water mains shall be inspected by the Superintendent or authorized city personnel. Damage to public water main polyethylene wrap during the tapping process shall be repaired before the service tap is approved by the Superintendent or authorized city personnel. Damage to public water mains during the tapping process will be repaired or replaced at the contractor's or property owner's expense. (*Code of Iowa, Sec. 372.13[4]*)

10.01. Independent Services. No more than one house, building, or premises shall be supplied from one tap unless special written permission is obtained from the Superintendent and unless provision is made so that each house, building, or premises may be shut off independently of the other. An independent water service servicing more than one house, building, or premises shall be plumbed in such a manner that provides space for a meter bank consisting of individual shut offs before and after each meter for each house, building, and premises being serviced.

10.02. Sizes and Location of Taps. All mains shall receive no larger than a one-inch tap. Where a larger connection than a one-inch tap is desired, approval by the city engineer and Superintendent is required. All taps in the mains shall be made in the top half of the pipe, at least eighteen (18) inches apart. No main shall be tapped nearer than two feet of the joint in the main. Reference AWWA C800-21.

10.03. Corporation Stop. A brass corporation stop, of the pattern and weight approved by the Superintendent, shall be installed in every direct tap and saddle tap in the main. The corporation stop shall be of the same size as the service pipe. Reference AWWA standard C800-21.

10.04. Location Record. An accurate and dimensional sketch showing the exact location of the tap shall be filed with the Superintendent in such form as the Superintendent shall require. Photo documentation of the direct tap or saddle tap shall be provided to the Superintendent or a request of the Superintendent to take documentation shall be filed. GPS coordinates shall be submitted to the Superintendent or City Engineer for mapping. Contact the Superintendent for mapping if GPS coordinates are unavailable.

10.05. Polyethylene Wrap. Any disturbance or damage to polyethylene wrap on water mains for the installation of a service tap shall be repaired or replaced before the pass of inspection may be granted.

§ 11.00 INSTALLATION OF WATER SERVICE PIPE.

Water service pipes from the main to the curb stop shall be Type K copper. The use of any other pipe material from the curb stop to the meter set shall be in accordance with the most current AWWA and Uniform Plumbing Code service line standards. Pipe must be laid sufficiently waving, and to such depth, as to prevent rupture from settlement or freezing.

Water service pipes four (4) inches or larger in diameter shall be ductile iron pipe from the main to the meter setting. A tracer wire shall be installed running parallel with the pipe on all new and replacement water service lines. Service lines presently in use and made of materials other than specified herein shall be replaced by the property owner when, as determined by the Superintendent, such lines have become unfit for further use or if the lines contain hazardous material (e.g., lead). All service pipes shall run directly from the water main to the property served and no service pipes shall be installed across lots or buildings to adjoining premises.

§ 12.00 RESPONSIBILITY FOR WATER SERVICE PIPE.

All costs and expenses incidental to the installation, connection, repair and maintenance of the water service pipe from the main to the building served shall be borne by the owner. The homeowner or property owner shall be responsible for all water service materials including but not limited to the corporation stop, the full length of the service pipe from the public water main to the meter set, the curb stop, the curb box, and the meter set. The city is solely responsible for the public water main. The owner shall indemnify the City of any loss or damage that may directly or indirectly be occasioned by the installation, repair or maintenance of said water service pipe.

§ 13.00 FAILURE TO MAINTAIN.

When any portion of the water service pipe, which is the responsibility of the property owner, becomes defective or creates a nuisance and the owner fails to correct such nuisance the city may employ such plumbers, excavators or other personnel that may be needed to make the repairs and the persons or firms employed shall have the right to make such repairs on either public or private property. The property owner shall be billed for the actual costs of these services and if

the bill is not paid within thirty (30) days after the presentation, the Clerk shall certify the bill to the County Treasurer for collection with and in the same manner as property taxes. (Code of Iowa, Sec. 364.12[3a & h])

§ 14.00 CURB VALVE.

There shall be installed, outside of the public right-of-way, a main shut-off valve on the water service pipe of a pattern approved by the Superintendent. The shut-off valve shall be constructed to be visible and even with the pavement or ground. When possible, contractors shall locate the curb box in soil and not concrete.

§ 15.00 INTERIOR VALVE.

There shall be installed a shut-off valve on every service pipe inside the building as close to the entrance of the pipe within the building as possible and so located that the water can be shut off conveniently. Where one service pipe supplies more than one customer within the building, there shall be separate valves for each such customer so that service may be shut off for one without interfering with service to the others.

§ 16.00 INSPECTION AND APPROVAL.

All water service pipes and their connections to the water system must be inspected and approved by the Building Official or Superintendent before they are covered, and the city shall keep a record of such approvals. If the Building Official or Superintendent refuses to approve the work, the plumber or property owner must proceed immediately to correct the work. Every person who uses or intends to use the municipal water system shall permit the Building Official or Superintendent to enter the premises to inspect or make necessary alterations or repairs at all reasonable hours and on proof of authority.

§ 17.00 SHUTTING OFF WATER SUPPLY.

The Superintendent may shut off the supply of water to any customer because of any violation of the regulations contained in this chapter that are not being contested in good faith. The supply shall not be turned on again until all violations have been corrected, and the Superintendent has ordered the water to be turned on. (*Code of Iowa, Sec. 364.12[3a & h]*)

§ 18.00 CITY'S RIGHT TO SHUT OFF WATER.

The City reserves the right at any time, without notice, to shut off water in the City mains for the purpose of making repairs or extensions or for other purposes, and the City shall not be liable for

any damage resulting from such temporary cessation of service. The City reserves the right at any time, without notice, to shut off water at any service that is not authorized for consumption or is not metered properly. The service will only be returned to the on position after all associated costs have been paid and all requirements from the City have been completed and inspected by the City. At this point an authorized representative with the City, and only an authorized representative with the City, will reactivate the service. Under coordination with the City Administrator, Water Superintendent, Building Official and the Public Works Director, the utility has the right to shut off any service that may be considered a threat to public health. Actions that may deem a public health risk include but are not limited to: wasteful water use that is not pertinent to the sustainability of life, cross connections, improper back flow prevention, service leaks, unmetered/unauthorized water usage, etc. All associated costs, fees, or damages shall fall under the owner's responsibility.

§ 19.00 OPERATION OF CURB VALVE AND HYDRANTS.

It is unlawful for any person except the Water Superintendent or their designees to turn water on at the curb valve, and no person, unless specifically authorized by the City, shall open or attempt to draw water from any fire hydrant for any purpose whatsoever. Where a water service has been turned off at the stop box or water main after initial service installation or for any other reason, and is subsequently found turned on without proper authority, the City may discontinue the water service. The water service shall not be reactivated until the customer pays an amount equal to or greater than the termination amount, plus applicable penalties. Fees will be set by resolutions approved by the Utility Board.

§ 20.00 TAMPERING.

No tampering is allowed on any portion of the utility infrastructure. Any form of tampering with the public water supply shall constitute water theft, unauthorized consumption, unmetered consumption, and/or a threat to public health and safety. The City may bring an enforcement action against those parties who use the public water supply in the manner set forth herein. Tampering with any portion of public water infrastructure will be considered a municipal infraction punishable by penalties as described in Title A, Chapter 2, § 3.02 Municipal Infraction of the Eldridge City Code.

§ 21.00 PRIVATE WELLS.

No person shall drill or cause to be drilled any private well in the City without first making written application to the City Council and then obtaining a permit from the Scott County Health Department to do so.

§ 22.00 EASEMENTS.

Each customer shall grant or convey or shall cause to be granted or conveyed to the City a permanent easement or right-of-way across any property owned or controlled by the customer wherever said easement or right-of-way is necessary for the public water system. The Superintendent and other duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter all private properties through which the City holds an easement for the public water system lying within said easement. The City shall not be responsible to any person for any damage or injury to any landscaping, fences, or other encroachment in any easement area.

§ 23.00 UNDERGROUND IMPROVEMENTS.

The City may include underground water, sewer, gas or electrical connections to the street or property line for private property as a part of a public improvement, or the City may order the property owner to make, repair, or relocate such connections by publication of a notice once each week for two consecutive weeks in the manner provided by Section 362.3 of the Code of Iowa, and if the order is not complied with at the end of thirty days after the date of the first publication, the City may cause the work to be done and assess the cost against the property served by the connection. *(Code of Iowa, Sec. 384.40)*

TITLE C: PUBLIC WORKS; CHAPTER 22: WATER METERS

§ 1.00 PURPOSE.

The purpose of this chapter is to encourage the conservation of water and facilitate the equitable distribution of charges for water service among customers.

§ 2.00 ALL WATER TO BE METERED.

Except isolated, specified fire suppression systems approved by the City and emergency situations, as deemed by the City Administrator, all water consumed for any purpose whatsoever shall be metered. All meters shall be placed on the service pipe at a point not to exceed two feet from the place where such pipe enters the structure or premises. A stop valve shall be installed between such meter and the entry point, and a second easily accessible stop valve after the meter to allow for easy isolation of the meter. Such meter shall be so placed as to be kept dry, clean, readily accessible, and structurally supported. Service may only be active after a meter has been set and a proper account has been established with the City. If a service is to be found active before a meter is set or an account established the service will qualify as an unauthorized/unmetered service and may be subject to applicable fines, fees and City enforcement action.

§ 3.00 FIRE SPRINKLER SYSTEMS; EXCEPTION.

Fire sprinkler systems may be connected to the public water mains by direct connection without meters under the direct supervision of the Building Official or Superintendent. No other open, unmetered connection shall be incorporated in the system, and there shall be no valves except a main control valve at the connection to the public water main which must remain constantly open.

§ 4.00 LOCATION OF METERS.

All meters shall be so located that they are easily accessible to meter readers and repairmen and protected from freezing. All meters shall be equipped with a remote reader.

§ 5.00 METER SETTING.

The property owner shall provide all necessary piping and fittings for proper setting of the meter including a valve on the discharge side of the meter. Meter pits may be used only upon approval of the Building Official or Superintendent and shall be of a design and construction approved by the Building Official or Superintendent.

§ 6.00 METER COSTS.

A 5/8 by $\frac{3}{4}$ inch meter will be furnished by the city. At the request of the property owner, if a 1 inch meter is required, the property owner shall pay the difference of cost from the 5/8 by $\frac{3}{4}$ inch meter to a 1 inch meter. All meters 1 $\frac{1}{2}$ inch or larger shall be obtained by the city and invoiced in full to the property owner requiring a 1 $\frac{1}{2}$ inch meter or larger.

§ 7.00 METER REPAIRS.

Whenever a water meter owned by the City is found to be out of order the Superintendent shall have it replaced. If it is found that damage to the meter has occurred due to carelessness or negligence of the customer or property owner, or the meter is not owned by the City, then the property owner shall be liable for the cost of repairs or replacement.

§ 8.00 RIGHT OF ENTRY.

The Superintendent and authorized city staff shall be permitted to enter the premises of any customer at any reasonable time to read, remove, or change a meter.

§ 9.00 MULTI-FAMILY DWELLINGS.

When meters in multi-family dwellings Built under the International Building Code are to serve each individual unit, meters shall be installed in a meter bank and each individual dwelling unit must have a separate shutoff valve.

This shall not apply to structures built under the International Residential Code.

§ 10.00 METER READINGS.

10.01. If a meter cannot be read for two (2) consecutive months city water department staff has the right to request entry the property to replace the radio reader, water meter or all water meter components to restore proper metering capabilities. The water department reserves the right to discontinued service until water department staff has been given property access to replace the water meter components.

10.02. If there is a variance in the readings on the water meter and the radio reader, the reading on the water meter shall be considered to be correct for billing purposes.

TITLE C: PUBLIC WORKS; CHAPTER 23: WATER RATES

§ 1.00 SERVICE CHARGES.

Each customer shall pay for water service provided by the City based upon use of water as determined by meters provided for in Chapter 22. Each location, building, premises or connection shall be considered a separate and distinct customer whether owned or controlled by the same person or not. (*Code of Iowa, Sec. 384.84*)

TITLE C: PUBLIC WORKS; CHAPTER 24: WATER CONSERVATION PLAN

§ 1.00 PURPOSE.

The purpose of this chapter is to impose a Water Conservation Plan within the City.

§ 2.00 DEFINITIONS.

The following terms are defined for use in this chapter:

2.01. "Customer" means any person, company, or organization using processed potable water supplied by the City.

2.02. "Consumed" means water has passed through a customer's meter or is otherwise furnished by the City's Water Utility.

2.03. "Domestic water use" means water use for personal needs or for household purposes such as drinking, bathing, heating, cooking, or sanitation.

2.04. "Commercial and industrial use" means water used to produce goods or to furnish services by any establishment having financial profit as a primary aim.

2.05. "Municipal infraction" means a violation of the code in this chapter as detailed in Title A, chapter 2, § 3.02 Municipal Infraction.

§ 3.00 WATER SHORTAGES.

Under the conditions set forth in this chapter, the City Administrator, Water Superintendent and the Utility Administrator, in consultation with the Water Department personnel, may find, and by proclamation declare, a public water watch, water warning, or water emergency, during which time the following measures and provisions shall be in effect to prevent depleting the water supply for human consumption and sanitation and to produce an orderly and equitable reduction of water consumption. Immediately upon the issuance of such a proclamation, regulations and restrictions set forth under this chapter shall become effective and remain in effect until the water shortage is terminated and the proclamation rescinded. Water uses, regulated or prohibited under this chapter, are considered to be non-essential and continuation of such uses during time of water shortage is deemed to constitute a waste of water, subjecting the users to surcharges, disconnection costs, and excess consumption fees.

§ 4.00 CONDITIONS.

4.01. Water Watch. A Water Watch may be declared when a water shortage or equipment failure poses a potential threat to the ability of the water system to meet the needs of its customers currently or in the foreseeable future. Indicators of the need to impose a water watch include but are not limited to:

- A. System operating at 70 percent of pumping capacity.
- B. Moderate decrease in the pumping water levels of wells.
- C. Moderate decrease in the recovery rate of water levels in wells.

4.02. Water Warning. A Tier I or Tier II Water Warning may be declared when a water shortage or equipment failure poses a serious threat to the ability of the water system to meet the needs of its customers currently and in the foreseeable future.

A. Indicators of the need to impose a Tier I Water Warning include but are not limited to:

- (1) System operating at 80 percent of pumping capacity.
- (2) Significant decrease in the pumping water level of wells.
- (3) Significant decrease in the recovery rate of water levels in wells.
- B. Indicators of the need to impose a Tier II Water Warning include but are not limited to:

(1) Severe system emergencies (e.g., chemical spill).

(2) Major system failure in feeder mains or treatment plant.

(3) Other factors which pose a significant threat to the ability of the Water Utility to furnish adequate supplies of potable processed water.

4.03. Water Emergency. A Water Emergency may be declared when a water shortage or equipment failure poses a severe and immediate threat to the ability of the water system to meet the needs of its customers. Indicators of the need to impose a Water Emergency include but are not limited to:

A. System operation at 90 percent of pumping capacity.

B. Serious decrease in the recovery rate of water level in wells.

C. Major system failure in feeder mains or treatment plant.

D. Other factors which pose a significant threat to the ability of the Water Utility to furnish adequate supplies of potable processed water.

§ 5.00 GENERAL PROCEDURE.

In the time during or following drought conditions or equipment failure, the following procedures shall be followed:

5.01. Water Watch. Under a Water Watch, all customers of the municipal water service are encouraged to limit or curtail all nonessential uses of water in order to conserve precious water resources during the time of shortage.

A. No watering of lawns, shrubs, or gardens between the hours of 7:00 a.m. and 8:00 p.m.

B. Car washing is prohibited except in commercial establishments that provide that service.

C. No water should be used to fill private swimming pools, children's wading pools, or any other outdoor pool or pond.

D. No water should be used to wash streets, parking lots, driveways, sidewalks, or building exteriors.

E. No water should be used for nonessential cleaning of commercial and industrial equipment, machinery, and interior spaces.

F. Water should be served at restaurants only upon the request of the customer.

5.02. Water Warning – Tier I. Under a Tier I Water Warning, no person shall use potable processed water of the municipal water service in any manner contrary to the following:

A. Outdoor watering or irrigation of the lawn is prohibited.

B. Car washing is prohibited except in commercial establishments that provide that service.

C. No water shall be used to fill private swimming pools, children's wading pools, reflecting pools, or any other pool or pond.

D. No water shall be used to wash streets, parking lots, driveways, sidewalks, or building exteriors.

E. No water shall be used for nonessential cleaning of commercial and industrial equipment, machinery, and interior spaces.

F. Water shall be served at restaurants only upon the request of the customer.

G. Tank load water sales may be curtailed or eliminated.

Water reclaimed or recycled after some other primary use, such as water that has been used for washing or cooling, may be used without restriction. Additionally, water derived from sources other than the City water utility, such as water condensed from the atmosphere by air conditioners or collected from rain or snow, may be used without restriction.

5.03. Water Warning – Tier II.

Under a Tier II Water Warning, no person shall use potable processed water of the municipal water service in any manner contrary to the following:

A. All outside water use, except for domestic, sanitation, and fire is prohibited.

B. All commercial and industrial uses of water that are not essential in providing products or services are prohibited.

C. Irrigation, or absolutely all forms, is prohibited.

D. Recreational and leisure water use, including lawn and golf course watering and other incidental or recreational use is prohibited.

E. Water use not necessary for the preservation of life, or the general welfare of the community is prohibited.

5.04. Water Emergency. Under a Water Emergency, Tier I and Tier II Water Warning use restrictions shall be in effect and, in addition, all violations that occur under a water emergency shall fall under, for a first offense, the second violation rule and shall have double the surcharge rates listed. All violations and misuse of public drinking water shall be considered a direct threat to public health and service will be discontinued immediately. Service shall resume only when all fines and fees have been paid for. Any further subsequent violations which are considered a threat to public health shall result in service disconnect and shall only be lifted after requirements for safety assurances have been set in place by the City Administrator, Water Superintendent and the Utility Administrator and met by the owner once all fees and fines have been paid.

5.05. The City of Eldridge Water Department has the right, at any given time with just cause, to disconnect service to various non-vital/recreational services for the purpose of water preservation in times of need. These non-vital/recreational services may be, but not limited to:

A. Irrigation for recreational fields and any agreements of irrigation.

B. Public restrooms serviced by the City.

- C. Water fountains and spigots provided by the City for recreational use.
- D. Water supply to campground facilities.
- E. Water supply to the public pool.

§ 6.00 SURCHARGES.

Determined in resolutions approved by the Eldridge Utility Board.

§ 7.00 WATER APPEAL

The Eldridge City Council shall oversee appeals of any action taken pursuant to a Water Watch, Water Warning or Water Emergency; however, if a customer is charged with a municipal infraction relating to this ordinance, that proceeding shall be conducted pursuant to Section 364.22 of the *Code of Iowa*. Appeals shall be requested in writing and delivered to the City Administration within the time stated in the notice, or it will be conclusively presumed that the directive or surcharge must be followed as ordered. The hearing shall be before the City Council at a time and place fixed by the City Council. The findings of the City Council shall be conclusive and, if the directive or surcharge are found valid, it shall be ordered and fulfilled within a reasonable time under the circumstances.

§ 8.00 REDUCTION IN FLOW OF WATER TO ANY PERSON.

The Water Department, under authorization of the City Administrator, Superintendent and the Utility Administrator may reduce or disconnect the flow of water to any customer determined to be using water in any manner not in accordance with this ordinance during a Water Watch, Water Warning, or Water Emergency or for any matter that may be deemed a risk to public health. All unmetered usage, without absolute consent from the City, is considered a threat to public health and may receive a reduction of flow or disconnect of flow if a Water Watch, Water Warning, or Water Emergency is or is not in effect. This reduction or potential disconnection may occur with or without notice, as judgement of severity has been decided by the City Administrator, Water Superintendent and Utility Administrator.



June 4, 2025

City of Eldridge Water Works Department 305 N. 3rd Street Eldridge, IA 52748

Attn: Mr. Cegan Long, Superintendent/Water Treatment & Distribution

Re: High Service Pump #1 Layne 9BEH-4 Stage

Dear Cegan,

The following is the cost associated with the repairs to your High Service Pump #1. The column pipe has several spots where the epoxy has flaked off. I would recommend roughing up with sandblasting and re-coating with epoxy paint. The pump is in sound condition and needs an overhaul.

A. High Service Pump #1 Repairs and Material Replacement

1.	Four 9BEH wear rings	@\$296.55ea.	\$	1,186.20
2.	One 9BEH stainless steel bowl shaft		\$	912.35
3.	One set of 9BEH bronze bowl brushings		\$	870.00
4.	One 1" x 72" stainless steel intermediate shaft		\$	686.70
5.	One packing box bearing		\$	192.00
6.	One 1" motor shaft		\$	585.25
7.	Misc. material packing rings, epoxy paint, fasteners etc		\$	344.00
8.	Machine shop labor to remove worn wear rings and be		all r	new wear
	rings and bowl bushings, sandblast bowl assembly, dis			
	remove and replace packing box bearing and packing rin	-		
	pump with new bowl shaft, epoxy paint discharge	-		
	assembly 34 hours	@\$ 98.50ph		3,349.00
9.	Return to Eldridge, install high service pump and repair	0		,
10	. Freight charges		\$	221.30
	Total estimated cost for the above		\$1	0,706.80
				,

Cegan, please let me know if you have any questions.

-

Sincerely, Tom Engelken, Sales Representative



323 Research Parkway Davenport, IA 52806 563 386 4777 rivercities.us

POWERED BY PERFORMANCE.

May 19th, 2025

Mr. Cegan Long City of Eldridge 505 Donahue Eldridge, IA 52748

RE: Portable Generator Connection

Quote: 25231

Dear Cegan:

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We are pleased to present the following proposal for your consideration:

Project Summary and Scope

City of Eldridge is seeking competitive pricing for the addition of a portable generator connection, outside of the Water Treatment building. This will require a double throw, manual, non-fused disconnect and junction box with distribution block to be installed.

River Cities Engineering Deliverables

River Cities Engineering will provide and install the following to support City of Eldridge in realizing the goals of the proposed project:

- Disconnect the existing wiring from the outside junction box to the generator
 - Remove wire back to junction box
 - Remove junction box
 - Provide and install 400A, NEMA 3R Double Throw Disconnect
 - Terminate wiring from automatic transfer switch to new disconnect
- Install new wiring from disconnect to generator
 - Terminate wiring at disconnect and generator
- Provide and install a junction box
 - Install distribution box inside junction box
 - Wiring from distribution block to disconnect
 - Terminate at distribution block and disconnect

Exclusions and Clarifications

All labor has been estimated as straight-time. If the City of Eldridge requires work to be performed on an accelerated schedule, outside of River Cities Engineering's normal business hours, on Saturdays, Sundays, or Holidays, additional charges for overtime labor will apply.

River Cities Engineering has not included the updated Arc Flash labels or new labels.

Schedule

As per mutual agreement.

Pricing

River Cities Engineering can implement the proposed scope of work for the following fixed price of \$13,367.00

River Cities Engineering looks forward to working with City of Eldridge on this project. If you have any questions or concerns regarding the contents of this proposal, please do not hesitate to contact us.

Submitted by,

Adam Herbst Project Manager River Cities Engineering Inc

Terms and Conditions

Billings and Terms of Payment

Unless otherwise specified in River Cities Engineering's quotation, the Purchaser shall pay the purchase price (including the price of goods and fees for services) in full within 45 days after the services are rendered or the goods are shipped. Monthly billings will be on a percent complete basis for labor expended and material received plus a projection of costs to the end of the month. In the event part of an order is shipped, the Purchaser shall pay in full the purchase price for the items shipped within thirty (30) days after shipment. All invoices from River Cities Engineering unpaid after the due date shall bear interest at the rate of one and one-half percent per month. River Cities Engineering may, at its option, cease to perform services or deliver goods to the Purchaser, upon the Purchaser's failure to make timely payment. In the event that collection of any amounts due hereunder are referred to an attorney by River Cities Engineering, Purchaser shall bear all costs of collection, including but not limited to, River Cities Engineering's reasonable attorney's fees.

Warranty

River Cities Engineering warrants all equipment manufactured by the River Cities Engineering to be free from defects in material and workmanship under normal use and service for a period of twelve (12) months from date of shipment. All parts or products not manufactured by River Cities Engineering will be covered only by the express warranty of the manufacturer. The warranty does not extend to damage or wear caused by misuse, negligence, accident, corrosion, modification by Purchaser, faulty installation, loss of product, or tampering in a manner to impair normal operation of the equipment. River Cities Engineering guarantees to replace, or at its option to repair, any equipment or parts thereof which are found defective in material or workmanship within one year from date of delivery. River Cities Engineering's obligation with respect to such parts shall be limited to replacement or repair F.O.B. job-site, and in no event shall River Cities Engineering be liable for consequential or special damages, or for transportation, installation, adjustment or other expenses which may arise in connection with such equipment or parts. Expendable items are specifically excluded from this warranty.

Limits of Liability

In no event, regardless of cause, shall River Cities Engineering assume responsibility for or be liable (a) for penalties or penalty clause of any description, or (b) for indemnification of Purchaser or others for costs, damages, or expenses each arising out of or related to the goods or services of this order or for certification unless otherwise specifically provided herein or (c) for indirect, incidental, special, or consequential damages under any circumstances including any loss, injury or damages. River Cities Engineering's maximum liability, including direct damages, shall not exceed the amount of the purchase order. This limitation of River Cities Engineering's liability will apply regardless of the form of action, whether in contract or tort, including negligence.

Termination of Contract

Cancellations or stop-work requests by Purchaser on any order or part thereof, must be made in writing. Purchaser agrees to pay River Cities Engineering's standard contract labor rate for all labor incurred, River Cities Engineering's net material costs for all materials purchased for that order, including any restocking charges incurred.

Accelerated / Decelerated Pace of Work Execution

Purchaser acknowledges that if Purchaser requires River Cities Engineering to perform on an accelerated schedule, the risk of errors in the design and development of hardware and software increases as do certain costs, such as but not limited to, express shipping of incoming purchases to River Cities Engineering, charges for expedited manufacture, development and/or delivery of hardware and/or software to River Cities Engineering and, express shipping to Purchaser by River Cities Engineering. Purchaser agrees that upon Purchaser's request to River Cities Engineering to perform on an accelerated basis, Purchaser will compensate River Cities Engineering for the additional costs incurred and work required as a result of the accelerated pace of project execution.

Delays caused by the Purchaser, its agents or subcontractors that impact the productivity of River Cities Engineering will be considered a reimbursable claim. The cost impact will be negotiated with the Purchaser. The time and material rate in effect for the project will be utilized to calculate the value of time lost and reimbursable costs.

Changes in Scope

Changes to work that are considered by River Cities Engineering to be beyond the scope of the present contract will be addressed by declaring to the Purchaser in writing the complete scope, cost, and schedule impact of the desired changes. River Cities Engineering will only take action on the changes when the Purchaser has responded in writing that he agrees with the scope, cost, and schedule impacts.

Dispute Resolution

It is agreed that any dispute arising out of the performance, negligent performance or nonperformance of this contract, will be determined by submission to arbitration as provided by state of domicile law, and not by a lawsuit or resort to court process except as state of domicile law provides for judicial review of arbitration proceedings. All parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration as their exclusive remedy. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

Venue and Jurisdiction

These Terms and Conditions shall be construed in accordance with the law of the state of domicile of River Cities Engineering.

Force Majeure

If River Cities Engineering is unable to perform the obligations of this contract due to wars, acts of terrorism, riots, acts of governmental authorities, acts of God, civil disturbances, explosions, and other such acts, River Cities Engineering may terminate and have no liability under the terms of this contract.

Storage of Materials on Site

Materials stored on site to be installed by others are to be considered delivered to the purchaser's care and custody. Materials stored on site to be installed by River Cities Engineering are to be considered in the care and custody of River Cities Engineering but are considered to be billable for progress billing in accordance with the progress billing procedures outlined in the contract terms and conditions.

<u>Taxes</u>

The Purchaser is responsible for all applicable taxes, including sales and use tax.

Proposal Expiration

Proposal is valid for 30 days.



Lighting Maintenance, Inc

351 N 6th Avenue Eldridge, IA 52748

Estimate

Date	Estimate #
4/22/2025	351

Name / Address	
City of Eldridge City Hall 305 North 3rd Street Eldridge, IA 52748	
Contact	

Ship To		
Water Treatment Eldridge		

Project

Water Treatment
The supply of material, labor, and permit for the following installation:
-400 AMP manual transfer switch.
-Power connection junction box.
-Ty-ing to generator wiring.
Quote: \$5,643.00

We appreciate the opportunity to quote this project. Please feel free to contact with any questions or concerns. Approved by:

Signature

Phone #	Fax #	E-mail	Web Site
563-322-2023	563-285-6413	lmi@lmiqca.com	www.lmiqca.com



CONFIDENCE DELIVERED.*

April 8, 2025

City Of Eldridge C/O Cegan Long Superintendent Waste Treatment & Distribution 563-209-6573 clong@cityofeldridgeia.org

RE: Manual Transfer switch with cam lock for back- up generator

Cegan:

Tri-City Electric Co. is pleased to provide the following scope of work:

Scope of work:

- > Provide and install (1) 400A 480V 3Ph nema 3r Manual transfer switch
- Transfer switch to have cam lock plugs in bottom of unit
- > Provide and install conduit and wire to integrate transfer switch into emergency back up system

Total \$13,903.00

This quote does not include any applicable taxes or permit fees

Thank you for the opportunity to quote this project. Please feel free to call with any questions concerning this quote.

Sincerely,

Tim Guardi

Tim Guardia PM/Estimator Electrical Service 563-529-2409 tguardia@tricityelectric.com

<u>Notes</u>

This proposal excludes any Allowances or Contingencies.

We have not included any conduit, wiring, connections, disconnects, starters, variable frequency drives or related control wiring to any equipment shown on the mechanical drawings and not on the electrical drawings.

Electrical Construction | Residential Services | Power Testing Solutions | Engineering & Integration | Electrical Services | Renewable Energy Structured Cabling | Security Solutions | Telecommunications | Audio/Visual | Safety | Drone Services | Information Technology Solutions | Cultivation Services



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Given the volatility in material and equipment costs, as well as delivery dates, due to issues outside our control or because of unforeseen events, such as national port union strikes, our pricing is based on current market conditions at the time of this proposal. Should our material costs increase or delivery dates change as a result of such disruptions, we reserve the right to adjust the contract price and/or receive an extension of time due to delayed delivery dates accordingly.

Due to the increasing rise in copper, aluminum, steel, and PVC products Tri-City Electric reserves the right to review and adjust all material pricing on a daily basis. Bid is based on the daily market rate for goods and commodities reflected by the submitted date of this proposal. Tri-City Electric reserves the right to increase said bid accordingly to reflect the market rates on the day of receipt of the Purchase Order. Changes will be shown in documentation through commercial quotes, invoices, and/or receipts for such goods and commodities if applicable. Bid is subject to the terms of a mutually acceptable contract.

Tri-City Electric shall have the option to withdrawal this proposal if not accepted within 10 days from its date. Work is to be performed during a standard 8-hour workday between 7:00 AM and 3:30 PM, Monday through Friday. Payments are due every 30 days as the work progresses. A 1.5% service charge will be applied to all outstanding account balances over 30 days past due.

<u>Please note:</u> As the global COVID-19 situation continues; material lead time, material pricing, and manpower scheduling is subject to change in the event of adverse situations caused by pandemic effects. We appreciate your business and will work closely with you to minimize any possible impacts to your project.

Excavation Notes

Proposal is based on normal soil conditions for trenching, auguring and excavation. If TCE encounters rock, debris, old foundations, high water, loose or unstable soil conditions additional charges will be added respectively. All excavation spoils are to remain on site. If included in bid for removal is based on CLEAN, Non-Contaminated soil removal and does not include remediation or special hauling fees, treatment charges and special permits relating to contaminated soils. Owner/General Contractor is responsible for all excavated areas if not specified and included in the scope of work.

Non-Solicitation of Employees

By acceptance of this proposal, customer agrees not to directly or indirectly recruit, solicit, hire or induce any employee of Tri City Electric Company or any affiliate thereof, to terminate his or her employment with Tri City Electric Company. This restriction does not apply to solicitation of any employee of Tri City Electric Company or any affiliate thereof, who Tri City Electric Company has terminated due to job elimination or reduction in work force. Contractor agrees that it must obtain written consent of Tri City Electric Company prior to hiring any such Tri City Electric Company employee. The duties, objections and restrictions set forth in this paragraph shall expire upon the first anniversary of the conclusion date of the engagement contemplated in this proposal.

Force Majeure

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If the Subcontractor is delayed at any time in the commencement or progress of the Work by diseases, epidemics, pandemics, including but not limited to labor or material shortages, unusual delay in deliveries, restrictions on access or travel, unavoidable casualties or other causes beyond the Subcontractor's control, then the contract times shall be extended.

Other Terms

TCE is proposing a price for the scope of its work based on the assumption the parties will execute a commercial reasonable subcontract agreement, such as an unmodified ConsensusDOC 751, Short Form Agreement between Contractor and Subcontractor, or AIA A401, Standard Form of Agreement between Contractor.

Acceptance of Proposal:	Date	:

 Electrical Construction | Residential Services | Power Testing Solutions | Engineering & Integration | Electrical Services | Renewable Energy

 Structured Cabling | Security Solutions | Telecommunications | Audio/Visual | Safety | Drone Services | Information Technology Solutions | Cultivation Services



ORDER ACKNOWLEDGEMENT					
DATE	NUMBER	PAGE			
6/12/2025	0508537	1 of 1			

B COE122 I CITY OF ELDRIDGE PO BOX 375 ELDRIDGE, IA 52748--0375

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ATTENTION: INVOICES@CITYOFELDRIDGEIA.ORG

TERMS: NET 30

		-				TERH5: NET 50			
CUSTO	CUSTOMER REF/PO#			JOB TITLE	SLP	SHIPPING TYPE			
WTP VFD'S			WATER TREATMENT PLANT, SCHNEIDER VFDS	ZJG/JDG	OURTRK				
QTY	UM	PART NO.		DESCRIPTION					
1.00	EA	ATV630D1	8N4	SE,VFD					
				ATV630 TYPE1 460V 25 HP					
1.00	EA	ATV630D2	2N4	SE,VFD					
				ATV630 TYPE1 460V 30 HP					
1.00	EA	MISCELLANEOUS		HARDWARE					
1.00 EA DELIVERY			EXPRESS DELIVERY						
1.00 LOT EL			ELECTRICAL LABOR						

S CITY OF ELDRIDGE

ELDRIDGE, IA 52748--1234

^H 305 N 3RD ST

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I TAG: WTP VFD'S

*Credit Card Payments over \$5,000.00 are subject to an additional 3% convenient	e charge.	SUBTOTAL:	\$10,280.75
*All return goods must have written approval from Electric Pump before returning	be TAX:		
issued without written approval; if applicable, there will be a Restock Fee.		TOTAL:	\$10,280.75
4280 E 14th Street Des Moines, IA 50313-2604	*	Telephone 515-265-2222	
201 4th Ave SW New Prague, MN 56071-2347	*	Telephone 952-758-6600	