

**CITY OF HAWARDEN
REGULAR CITY COUNCIL MEETING AGENDA
Hawarden City Hall – Council Chambers Room
Wednesday, June 26, 2019 at 5:30 p.m.**

Standard Agenda Items

- 1a. Approval of June 12, 2019 Council Meeting Minutes
- 1b. Approval of June 26, 2019 Claims for Payment
- 1c. Open business from the Community (limited to a maximum of 5 minutes per item).
- 2a. Mayor's Report
- 2b. Staff Reports/Discussion
- 2c. Council Comments

Other Agenda Items

3. Third Reading of Ordinance 708, An Ordinance Amending the Code of Ordinances of the City of Hawarden by Amending Provisions Pertaining to Hawarden Municipal Code Section 36.07 Ambulance Rates.
4. Third Reading Ordinance 709, An Ordinance Amending the Code of Ordinances of the City of Hawarden By Amending Provisions Pertaining to Hawarden Municipal Code Section 113.07, Gas Utility Rate.
5. Second Reading of Ordinance 710, An Ordinance Amending the Code of Ordinances of the City of Hawarden by amending and adopting the service rules.
6. Resolution 2019-31, Resolution Terminating Paying Agent and Registrar and Transfer Agent Agreements with Bankers Trust Company and Approving new Paying Agent and Registrar Agreements with BOKF.
7. Resolution 2019-32, Resolution to fix a date for a public hearing on proposal to enter into an Electric Revenue Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$2,950,000.
8. a. Public Hearing on Proposed Drawings and Specifications Proposed, Form of Contract, and Estimate of Cost for the Construction of the Wastewater Facility Improvements for the City of Hawarden, Iowa and taking bids therefor.
b. Resolution 2019-33 A Resolution Approving Proposed Drawings and Specifications Proposed, Form of Contract, and Estimate of Cost for the Construction of the Wastewater Facility Improvements for the City of Hawarden, Iowa.
9. Resolution 2019-34, A Resolution approving the bid for the Wastewater Facility Improvement project.
10. Resolution 2019-35, A Resolution approving of a new Solid Waste Collection and Disposal Contract with Orange City Sanitation.
11. First Reading of Ordinance 711, An ordinance Amending the Code of Ordinances of the City of Hawarden by Amending the Residential Solid Waste Collection and Disposal Rates.
12. Consent Agenda:
 - a. Request from Adam Waterman, dba Main Street Liquors, for renewal of Class E Liquor License with Class B Wine Permit and Class C Beer Permit with Sunday Sales.
13. Council hearing on a vicious animal designation per Hawarden City Code 56.04
14. Adjournment

Next regular council meeting July 10, 2019

City of Hawarden

Public Meeting Procedures

These Procedural rules are to provide for the orderly conduct of City business by the City Council, with the objective of providing for full, open and comprehensive debate of issues brought before the body for action in a forum open to the public, and which encourages citizens' awareness of City Council activities. These procedures do not increase or diminish the existing powers or authority of the Mayor or City Council members, but is intended merely to serve as a general set of guidelines to assist the governmental body in conducting City business.

House Rules:

- No food or drink other than bottled water may be brought into the Council Chambers.
- Cell phones and pagers should be silenced in the Council Chambers.
- Signs and placards are not permitted in the Council Chambers.

Citizens' Right To Be Heard:

It is the Council's goal that citizens resolve their complaints for service or regarding employees' performance at the staff level. However, it is recognized that citizens may from time to time believe it is necessary to speak to City Council on matters of concern. Accordingly, City Council expects any citizen to speak in a civil manner, with due respect for the decorum of the meeting, and with respect for all persons attending.

- No member of the public shall be heard until recognized by the presiding officer.
- Public comments will only be heard during the Public Comment portion of the meeting unless the issue is a Public Hearing.
- Speakers must stand at the dais and speak into the microphone, unless unable to do so, and state your name and address for the record.
- Any citizen requesting to speak shall limit himself or herself to matters of fact regarding the issue of concern.
- Comments should be limited to five (5) minutes unless prior approval by the presiding officer.
- If a representative is elected to speak for a group, the presiding officer may approve an increased time allotment.
- Personal attacks made publicly toward any citizen or city employee are not allowed. Citizens are encouraged to bring their complaints regarding employee performance through the supervisory chain of command in accordance with the City's Personnel policies.
- Any member of the public interrupting City Council proceedings, approaching the dais without permission, otherwise creating a disturbance, or failing to abide by these rules of procedure in addressing the City Council, shall be deemed to have disrupted a public meeting and, at the direction of the presiding officer, shall be removed from the Council Chambers by Police Department personnel or other agent designated by the City Council or City Administrator.

**UNAPPROVED MINUTES REGULAR CITY COUNCIL MEETING
HAWARDEN CITY HALL – COUNCIL CHAMBERS
Wednesday, June 12, 2019 at 5:30 p.m.**

The Council Meeting was called to order at 5:30 p.m.

Present: Mayor Porter; Council Members: Bergsma, Klocke, Kurth, Olson

Absent: Feldhacker

Staff Present: Mike DeBruin, City Administrator/City Clerk; Corey Utech, Chief of Police; Larry Cope, Economic/Community Development Director; Jim Pickner, City Attorney; Pam Wakeman

Absent: Travis Waterman, Public Works Director; Jacob Stoner, Finance Officer

Standard Agenda Items

1a. Approval of May 22, 2019 Regular Council Meeting Minutes.

Moved by Klocke/Bergsma to approve the May 22, 2019 Regular Council Meeting Minutes.

Motion carried 4-0.

1b. Approval of Claims for Payment.

Moved by Kurth/Olson to approve the June 12, 2019 Claims for Payment.

Motion carried 4-0.

1c. No Open Business from the Community was held.

2a. Mayor's Report was given.

2b. Staff Reports were given.

2c. Council Comments were given.

Agenda Items

Item 3. Second Reading of Ordinance 708, Amending the Code of Ordinances of the City of Hawarden by Amending Provisions Pertaining to Hawarden Municipal Code Section 36.07 Ambulance Rates.

Moved by Olson/Kurth to approve.

Aye: Olson, Bergsma, Klocke, Kurth

Nay: None

Motion carried 4-0

Item 4. Second Reading of Ordinance 709, Amending the Code of Ordinances of the City of Hawarden by Amending Provisions Pertaining to Hawarden Municipal Code Section 113.07, Gas Utility Rate.

Moved by Klocke/Bergsma to approve.

Aye: Bergsma, Klocke, Kurth, Olson

Nay: None

Motion carried 4-0

Item 5. First Reading of Ordinance 710, Amending the Code of Ordinances of the City of Hawarden by amending and adopting the service rules.

Moved by Olson/Bergsma to approve.

Aye: Klocke, Kurth, Olson, Bergsma

Nay: None

Motion carried 4-0

Item 6. Resolution 2019-27, Setting Salaries for Appointed Officers and Employees for FY19-20.

Moved by Kurth/Bergsma to approve.

Aye: Kurth, Olson, Bergsma, Klocke

Nay: None

Motion carried 4-0

Item 7. Resolution 2019-28, Amending the Schedule of Certain Fees within the City.

Moved by Olson/Kurth to approve.

Aye: Olson, Bergsma, Klocke, Kurth

Nay: None

Motion carried 4-0

Item 8. Resolution 2019-29, Approving the bids for the Transmission Line Electric Project.

Aye: Bergsma, Klocke, Kurth, Olson

Nay: None

Motion carried 4-0

Item 9. Resolution 2019-30, for a Mutual Termination of the existing Solid Waste Collection and Disposal Contract with K & P Services, Inc. dba Independence Waste.

Moved by Olson/Bergsma to approve.

Aye: Klocke, Kurth, Olson, Bergsma

Nay: None

Motion carried 4-0

Item 10. Consent Agenda

- a. **Request from Brian Engleman, dba Sportsman's Lanes & Lounge, for a Liquor License Transfer to Hawarden Community Center on Sat., June 22, 2019.**
- b. **Approval of Cigarette/Tobacco Permits for FY19-20 for:**
 - Quick Corner**
 - Casey's General Store #2687**
 - Dollar General Store #8034**
 - Sunshine Foods**

Moved by Klocke/Bergsma to approve.

Motion carried 4-0

Item 11. Adjournment

The next regular City Council Meeting will be Wednesday, June 26, 2019 @ 5:30 p.m.

Moved by Bergsma/Olson to adjourn. Motion carried 4-0. Meeting adjourned at 5:58 p.m.

Ricard R. Porter, Mayor

ATTEST:

Michael De Bruin, City Administrator/City Clerk

**CITY OF HAWARDEN
COUNCIL MEETING
JUNE 26, 2019**

DATE	CHECK NO	VENDOR	REFERENCE	AMOUNT
6/20/2019	54007	AUREON NETWORK SERVICES	CALLEA SERVICE	\$ 116.47
6/20/2019	54008	AIRGAS USA LLC	CYLINDER RENTAL	\$ 54.36
6/20/2019	54009	WEX BANK	FUEL	\$ 982.27
6/20/2019	54010	IOWA INFORMATION INC	REHABILITATION GRANT	\$ 66.06
6/20/2019	54011	MANGOLD ENVIRONMENTAL	LAB FEES	\$ 800.00
6/20/2019	54012	VISA	VOID	\$ -
6/20/2019	54013	VISA	TRANSCRIPT	\$ 3,393.73
6/26/2019	54014	ACCO	POOL FLANGE	\$ 11,351.53
6/26/2019	54015	ADAMS CABLE EQUIPMENT INC	INTERNET SUPPLIES	\$ 215.50
6/26/2019	54016	ALEX AIR APPARATUS INC	REPAIR CUTTER	\$ 98.00
6/26/2019	54017	BARCO PRODUCTS COMPANY	BARRICADES	\$ 1,763.89
6/26/2019	54018	BIG SIOUX EMBROIDERY	CLOTHING	\$ 81.00
6/26/2019	54019	BOOTH PHARMACY INC	ENVELOPES & CARDS	\$ 32.49
6/26/2019	54020	BORDER STATES ELEC SUPPLY	LIGHTS	\$ 714.00
6/26/2019	54021	BOYER MACHINE INC	SUPPLIES	\$ 70.00
6/26/2019	54022	BRITTANY BURTLOW	CABLE REFUND	\$ 22.69
6/26/2019	54023	CITY OF HAWARDEN	HITEC CREDIT TO UB	\$ 88.89
6/26/2019	54024	COMSTAR SUPPLY INC	DIRECTIONAL DRILL	\$ 516.32
6/26/2019	54025	CURIEL CONCRETE LLC	POOL SIDEWALK	\$ 17,699.60
6/26/2019	54026	DGR ENGINEERING	WSTWA IMPROVEMENTS	\$ 26,990.50
6/26/2019	54027	DIGI-KEY ELECTRONICS	SUPPLIES	\$ 42.13
6/26/2019	54028	ECHO GROUP INC	SUPPLIES	\$ 31.16
6/26/2019	54029	ENVIRONMENTAL RESOURCE	LAB FEES	\$ 154.52
6/26/2019	54030	ERICSON OIL LC	FUEL	\$ 1,145.59
6/26/2019	54031	GCC ALLIANCE CONCRETE CO INC	CONCRETE	\$ 258.00
6/26/2019	54032	GRAINGER INC	REGULATOR	\$ 341.35
6/26/2019	54033	GROEBNER	SUPPLIES	\$ 433.73
6/26/2019	54034	HAWKEYE ADJUSTMENT	COLLECTIONS	\$ 7.13
6/26/2019	54035	iconectiv LLC	SPECIAL CHGS & FEES LNP	\$ 25.79
6/26/2019	54036	IOWA ONE CALL	EMAIL LOCATES	\$ 50.50
6/26/2019	54037	LIFESTYLE LANDSCAPE	PARK SPRINKLER	\$ 44.20
6/26/2019	54038	MERCY MEDICAL CENTER	BIOMEDICAL SERVICES	\$ 135.00
6/26/2019	54039	MUNICIPAL UTILITIES	VOID	\$ -
6/26/2019	54040	MUNICIPAL UTILITIES	UTILITIES	\$ 9,447.48
6/26/2019	54041	NATIONAL CABLE TELEVISION	TV PROGRAMMING COST	\$ 205.80
6/26/2019	54042	RYLEE NEGAARD	UMPIRE SUMMER REC	\$ 450.00
6/26/2019	54043	NEXSTAR BROADCASTING INC	RETRANSMISSION	\$ 4,512.05
6/26/2019	54044	MOISES RIVERA	CABLE REFUND	\$ 1.88
6/26/2019	54045	SHERRY SCHUERKAMP	DEHUMIDIFIERS	\$ 50.00
6/26/2019	54046	SHOWTIME NETWORK INC	TV PROGRAMMING COST	\$ 248.71
6/26/2019	54047	SINCLAIR BROADCAST GROUP INC	RETRANSMISSION	\$ 1,866.48
6/26/2019	54048	SIOUXLAND DISTRICT HEALTH DEPT	LAB FEES	\$ 94.00

DATE	CHECK NO	VENDOR	REFERENCE	AMOUNT
6/26/2019	54049	STATE HYGIENIC LABORATORY	LAB FEES	\$ 375.50
6/26/2019	54050	SUBSCRIBER TECHNOLOGIES INC	TV PROGRAMMING COST	\$ 225.00
6/26/2019	54051	TEREX SERVICES	INSPECTION	\$ 2,467.63
6/26/2019	54052	THOMPSON AUTOMATION	SERVICE	\$ 42.50
6/26/2019	54053	WELLS FARGO VENDOR FIN SER LLC	COPIER LEASE	\$ 233.86
6/21/2019	54054	THE AKRON HOMETOWNER	LIB NEWSPAPER	\$ 32.00
6/21/2019	54055	CITY OF HAWARDEN	LIB UTILITIES	\$ 261.59
6/21/2019	54056	COUNSEL	LIB COPIER CONTRACT	\$ 64.58
6/21/2019	54057	KEVIN FARRIS	LIB PROGRAM FEE	\$ 400.00
6/21/2019	54058	FINDAWAY WORLD LLC	LIB AUDIOBOOKS	\$ 293.20
6/21/2019	54059	GALE/CENGAGE LEARNING	LIB LARGE PRINT BOOKS	\$ 133.74
6/21/2019	54060	GREATAMERICA FINANCIAL SVCS	LIB COPIER CONTRACT	\$ 58.14
6/21/2019	54061	GROUT MUSEUM DISTRICT	LIB PROGRAM FEE	\$ 351.50
6/21/2019	54062	PETTY CASH	LIB POSTAGE	\$ 164.99
6/21/2019	54063	HITEC	LIB PH SERVICE	\$ 80.45
6/21/2019	54064	INGRAM LIBRARY SERVICES	LIB BOOKS	\$ 679.26
6/21/2019	54065	ICN	LIB LONG DISTANCE	\$ 8.95
6/21/2019	54066	JASON JANS	LIB YARD CARE	\$ 225.00
6/21/2019	54067	LORI JUHLIN	LIB PROGRAM SUPPLIES	\$ 240.38
6/21/2019	54068	MIDWEST ALARM COMPANY INC	LIB FIRE ALARM	\$ 81.00
6/21/2019	54069	NO STREAKING INC	LIB WINDOW CLEANING	\$ 47.00
6/21/2019	54070	OLSONS PEST TECHNICIANS	LIB PEST CONTROL	\$ 45.00
6/21/2019	54071	THE FUNNY FARM	LIB PROGRAM FEE	\$ 475.00
6/21/2019	54072	THE WILLOW TREE	LIB BOARD BOOKS	\$ 142.15
6/14/2019	11141029	WADDELL & REED	457- W&R	\$ 50.00
6/14/2019	11141030	EFTPS	FED/FICA TAX	\$ 15,040.37
6/26/2019	11141031	MISSOURI RIVER ENERGY SVCS	ELECTRIC PURCHASE	\$ 58,785.88
6/26/2019	11141032	CLAYTON ENERGY CORPORATION	GAS PURCHASE	\$ 10,517.59
6/26/2019	11141033	TREASURER STATE OF IOWA	720 EXCISE TAX	\$ 428.65
6/26/2019	11141034	TREASURER STATE OF IOWA	SALES TAX	\$ 9,946.00
6/26/2019	11141035	TREASURER STATE OF IOWA	WATER EXCISE TAX	\$ 1,656.00
		TOTAL ACCOUNTS PAYABLE		\$ 188,155.71
		PAYROLL CHECKS		\$ 49,556.28
		***** REPORT TOTAL *****		\$ 237,711.99

**CITY OF HAWARDEN
COUNCIL MEETING
JUNE 26, 2019**

DATE	CHECK NO	VENDOR	INVOICE DESCRIPTION	AMOUNT
6/20/2019	54007	AUREON NETWORK SERVICES	TRANSIT TRAFFIC	\$ 116.47
6/20/2019	54008	AIRGAS USA LLC	OXYGEN	\$ 54.36
6/20/2019	54009	WEX BANK	FUEL	\$ 982.27
6/20/2019	54010	IOWA INFORMATION INC	REHABILITATION GRANT	\$ 66.06
6/20/2019	54011	MANGOLD ENVIRONMENTAL	LAB FEES	\$ 800.00
6/20/2019	54012	VISA	VOID	\$ -
6/20/2019	54013	VISA	TRANSCRIPT	\$ 26.30
6/20/2019	54013	VISA	TRAINING	\$ 430.00
6/20/2019	54013	VISA	SUPPLIES	\$ 2,285.62
6/20/2019	54013	VISA	TRAINING	\$ 651.81
6/26/2019	54014	ACCO	POOL FLANGE	\$ 3,776.20
6/26/2019	54014	ACCO	POOL PUMP	\$ 7,575.33
6/26/2019	54015	ADAMS CABLE EQUIPMENT INC	INTERNET SUPPLIES	\$ 215.50
6/26/2019	54016	ALEX AIR APPARATUS INC	REPAIR CUTTER	\$ 98.00
6/26/2019	54017	BARCO PRODUCTS COMPANY	BARRICADES	\$ 1,763.89
6/26/2019	54018	BIG SIOUX EMBROIDERY	CLOTHING	\$ 81.00
6/26/2019	54019	BOOTH PHARMACY INC	TEST STRIPS	\$ 32.49
6/26/2019	54020	BORDER STATES ELEC SUPPLY	LIGHTS	\$ 714.00
6/26/2019	54021	BOYER MACHINE INC	SUPPLIES	\$ 55.00
6/26/2019	54021	BOYER MACHINE INC	POOL BRACKET	\$ 15.00
6/26/2019	54022	BRITTANY BURTLOW	CABLE REFUND	\$ 22.69
6/26/2019	54023	CITY OF HAWARDEN	HITEC REFUND TO UB	\$ 88.89
6/26/2019	54024	COMSTAR SUPPLY INC	DIRECTIONAL DRILL	\$ 516.32
6/26/2019	54025	CURIEL CONCRETE LLC	POOL SIDEWALK	\$ 9,475.60
6/26/2019	54025	CURIEL CONCRETE LLC	BASKETBALL COURT FRG PND	\$ 8,224.00
6/26/2019	54026	DGR ENGINEERING	PERMITTING, BIDDING	\$ 5,204.00
6/26/2019	54026	DGR ENGINEERING	DWNTN PLAN, BIDDING	\$ 1,676.50
6/26/2019	54026	DGR ENGINEERING	DWNTN DESIGN & PLANNING	\$ 1,388.00
6/26/2019	54026	DGR ENGINEERING	EL SOUTH CIRCUIT CONVERSION	\$ 772.00
6/26/2019	54026	DGR ENGINEERING	WSTWA IMPROVEMENTS	\$ 17,950.00
6/26/2019	54027	DIGI-KEY ELECTRONICS	SUPPLIES	\$ 42.13
6/26/2019	54028	ECHO GROUP INC	SUPPLIES	\$ 31.16
6/26/2019	54029	ENVIRONMENTAL RESOURCE	LAB FEES	\$ 154.52
6/26/2019	54030	ERICSON OIL LC	FUEL	\$ 1,145.59
6/26/2019	54031	GCC ALLIANCE CONCRETE CO INC	CONCRETE	\$ 258.00
6/26/2019	54032	GRAINGER INC	REGULATOR	\$ 341.35
6/26/2019	54033	GROEBNER	SUPPLIES	\$ 433.73
6/26/2019	54034	HAWKEYE ADJUSTMENT	COLLECTIONS	\$ 7.13
6/26/2019	54035	iconectiv LLC	SPECIAL CHGS & FEES LNP	\$ 25.79
6/26/2019	54036	IOWA ONE CALL	EMAIL LOCATES	\$ 50.50
6/26/2019	54037	LIFESTYLE LANDSCAPE	PARK SPRINKLER	\$ 44.20
6/26/2019	54038	MERCY MEDICAL CENTER	BIOMEDICAL SERVICES	\$ 135.00

DATE	CHECK NO	VENDOR	INVOICE DESCRIPTION	AMOUNT
6/26/2019	54039	MUNICIPAL UTILITIES	UTILITIES	\$ -
6/26/2019	54040	MUNICIPAL UTILITIES	UTILITIES	\$ 9,447.48
6/26/2019	54041	NATIONAL CABLE TELEVISION	TV PROGRAMMING COST	\$ 205.80
6/26/2019	54042	RYLEE NEGAARD	UMPIRE SUMMER REC	\$ 450.00
6/26/2019	54043	NEXSTAR BROADCASTING INC	RETRANSMISSION	\$ 4,512.05
6/26/2019	54044	MOISES RIVERA	CABLE REFUND	\$ 1.88
6/26/2019	54045	SHERRY SCHUERKAMP	DEHUMIDIFIERS	\$ 50.00
6/26/2019	54046	SHOWTIME NETWORK INC	TV PROGRAMMING COST	\$ 248.71
6/26/2019	54047	SINCLAIR BROADCAST GROUP INC	RETRANSMISSION	\$ 1,866.48
6/26/2019	54048	SIouxLAND DISTRICT HEALTH DEPT	LAB FEES	\$ 28.00
6/26/2019	54048	SIouxLAND DISTRICT HEALTH DEPT	LAB FEES	\$ 66.00
6/26/2019	54049	STATE HYGIENIC LABORATORY	LAB FEES	\$ 375.50
6/26/2019	54050	SUBSCRIBER TECHNOLOGIES INC	TV PROGRAMMING COST	\$ 225.00
6/26/2019	54051	TEREX SERVICES	EL UNIT 198 INSPECTION	\$ 600.00
6/26/2019	54051	TEREX SERVICES	EL UNIT 198 SERVICE	\$ 568.95
6/26/2019	54051	TEREX SERVICES	EL UNIT 105 INSPECTION	\$ 600.00
6/26/2019	54051	TEREX SERVICES	EL UNIT 105 SERVICE	\$ 698.68
6/26/2019	54052	THOMPSON AUTOMATION	SERVICE	\$ 42.50
6/26/2019	54053	WELLS FARGO VENDOR FIN SER LLC	COPIER LEASE	\$ 233.86
6/21/2019	54054	THE AKRON HOMETOWNER	ADVERTISING	\$ 32.00
6/21/2019	54055	CITY OF HAWARDEN	UTILITIES	\$ 261.59
6/21/2019	54056	COUNSEL	LIB COPIER CONTRACT	\$ 64.58
6/21/2019	54057	KEVIN FARRIS	LIB PROGRAM FEE	\$ 400.00
6/21/2019	54058	FINDAWAY WORLD LLC	LIB AUDIOBOOKS	\$ 293.20
6/21/2019	54059	GALE/CENGAGE LEARNING	LARGE PRINT BOOKS	\$ 91.76
6/21/2019	54059	GALE/CENGAGE LEARNING	LARGE PRINT BOOKS	\$ 41.98
6/21/2019	54060	GREATAMERICA FINANCIAL SVCS	LIB COPIER CONTRACT	\$ 58.14
6/21/2019	54061	GROUT MUSEUM DISTRICT	LIB PROGRAM FEE	\$ 351.50
6/21/2019	54062	PETTY CASH	PETTY CASH	\$ 164.99
6/21/2019	54063	HITEC	LIB PH SERVICE	\$ 80.45
6/21/2019	54064	INGRAM LIBRARY SERVICES	LIB BOOKS	\$ 679.26
6/21/2019	54065	IOWA COMMUNICATIONS NETWORK	LONG DISTANCE	\$ 8.95
6/21/2019	54066	JASON JANS	YARD CARE	\$ 225.00
6/21/2019	54067	LORI JUHLIN	LIB PROGRAM SUPPLIES	\$ 240.38
6/21/2019	54068	MIDWEST ALARM COMPANY INC	LIB FIRE ALARM	\$ 81.00
6/21/2019	54069	NO STREAKING INC	LIB WINDOW CLEANING	\$ 47.00
6/21/2019	54070	OLSONS PEST TECHNICIANS	LIB PEST CONTROL	\$ 45.00
6/21/2019	54071	THE FUNNY FARM	LIB PROGRAM FEE	\$ 475.00
6/21/2019	54072	THE WILLOW TREE	LIB BOARD BOOKS	\$ 142.15
6/14/2019	11141029	WADDELL & REED	457- W&R	\$ 50.00
6/14/2019	11141030	EFTPS	FED/FICA TAX	\$ 15,040.37
6/26/2019	11141031	MISSOURI RIVER ENERGY SVCS	ELECTRIC PURCHASE	\$ 58,785.88
6/26/2019	11141032	CLAYTON ENERGY CORPORATION	GAS PURCHASE	\$ 10,517.59
6/26/2019	11141033	TREASURER STATE OF IOWA	720 EXCISE TAX	\$ 428.65
6/26/2019	11141034	TREASURER STATE OF IOWA	SEWER	\$ 9,946.00
6/26/2019	11141035	TREASURER STATE OF IOWA	WATER	\$ 1,656.00

DATE	CHECK NO	VENDOR	INVOICE DESCRIPTION	AMOUNT
			TOTAL ACCOUNTS PAYABLE	\$ 188,155.71
			PAYROLL CHECKS	\$ 49,556.28
			***** REPORT TOTAL *****	\$ 237,711.99
			GENERAL FUND	83,441.11
			ROAD USE TAX FUND	5,658.26
			DOWNTOWN PROJECT	3,064.50
			ELEC TRANSMISSION LINE	5,976.00
			CAPITAL EQUIPMENT FUND	42.5
			GENERAL UTILITY ADMIN.	5,190.20
			WATER UTILITY FUND	6,095.14
			WASTE WATER UTILITY FUND	6,496.49
			WASETWATER PLANT RENOVATE	17,950.00
			ELECTRIC UTILITY FUND	70,460.94
			GAS UTILITY FUND	15,328.92
			SOLID WASTE UTILITY FUND	24
			TELECOMMUNICATIONS ADMIN	2,838.97
			CABLE/INTERNET UTILITY	10,923.90
			TELEPHONE UTILITY FUND	4,221.06
			TOTAL	237,711.99

**BILLING REPORT
MAY 2019**

	NO.	KWH	DOLLARS	TAXES	MONTH TO DATE	YEAR TO DATE
ELECTRIC (security lights)						
RESIDENTIAL	1,015	793,968	\$ 74,372.46	\$ 743.83	\$ 75,116.29	\$ 993,325.19
*MISC CHARGES			\$ 1,250.00	\$ 87.50	\$ 1,337.50	\$ 12,816.01
COMMERCIAL	181	348,569	\$ 33,986.30	\$ 2,236.25	\$ 36,222.55	\$ 480,233.34
*MISC CHARGES			\$ 100.00	\$ 7.00	\$ 107.00	\$ 1,337.50
INDUSTRIAL/INTERRUPTIBLE	8	341,973	\$ 31,057.77	\$ 1,142.43	\$ 32,200.20	\$ 380,934.71
*MISC CHARGES			\$ -	\$ -	\$ -	\$ -
INTERDEPARTMENTAL	70	230,645	\$ 12,593.18	\$ -	\$ 12,593.18	\$ 144,641.81
*MISC CHARGES			\$ -	\$ -	\$ -	\$ -
PUBLIC AUTHORITY	10	99,977	\$ 8,793.86	\$ -	\$ 8,793.86	\$ 96,189.45
PENALTY			\$ 238.22	\$ -	\$ 238.22	\$ 2,509.81
MISC SALES/NSF FEES			\$ 30.00	\$ -	\$ 30.00	\$ 90.00
WIND ENERGY	6		\$ 24.00	\$ 0.24	\$ 24.24	\$ 260.58
TOTAL	1,290	1,815,132	\$ 162,445.79	\$ 4,217.25	\$ 166,663.04	\$ 2,112,338.40

	NO.	CCF	DOLLARS	TAXES	MONTH TO DATE	YEAR TO DATE
GAS						
RESIDENTIAL	863	45,054	\$ 39,120.59	\$ 391.14	\$ 39,511.73	\$ 621,159.85
*MISC CHARGES			\$ -	\$ -	\$ -	\$ 26.75
COMMERCIAL	115	11,811	\$ 9,721.20	\$ 675.69	\$ 10,396.89	\$ 176,072.75
*MISC CHARGES			\$ 25.00	\$ 1.75	\$ 26.75	\$ 26.75
INDUSTRIAL/INTERRUPTIBLE	8	8,724	\$ 6,794.69	\$ 276.80	\$ 7,071.49	\$ 125,041.30
*MISC CHARGES			\$ -	\$ -	\$ -	\$ -
INTERDEPARTMENTAL	15	4,527	\$ 3,572.12	\$ -	\$ 3,572.12	\$ 62,540.43
PUBLIC AUTHORITY	7	3,711	\$ 2,917.68	\$ -	\$ 2,917.68	\$ 51,693.25
PENALTY			\$ 123.85	\$ -	\$ 123.85	\$ 663.11
MISC SALES			\$ -	\$ -	\$ -	\$ -
TOTAL	1,008	73,827	\$ 62,275.13	\$ 1,345.38	\$ 63,620.51	\$ 1,037,224.19

	NO.	CF	DOLLARS	TAXES	MONTH TO DATE	YEAR TO DATE
WATER						
RESIDENTIAL	999	539,000	\$ 21,690.94	\$ 1,303.09	\$ 22,994.03	\$ 252,755.61
*MISC CHARGES			\$ 125.00	\$ 7.50	\$ 132.50	\$ 185.50
COMMERCIAL	111	86,300	\$ 2,873.79	\$ 161.82	\$ 3,035.61	\$ 44,253.47
*MISC CHARGES			\$ 25.00	\$ 1.50	\$ 26.50	\$ 79.50
INDUSTRIAL/INTERRUPTIBLE	7	45,800	\$ 941.22	\$ 56.48	\$ 997.70	\$ 11,595.21
INTERDEPARTMENTAL	15	87,500	\$ 1,837.35	\$ -	\$ 1,837.35	\$ 10,486.50
PUBLIC AUTHORITY	7	18,700	\$ 450.63	\$ -	\$ 450.63	\$ 5,387.58
BULK WATER	3	3,342	\$ 62.49	\$ 3.75	\$ 66.24	\$ 2,456.19
PENALTY			\$ 27.96	\$ -	\$ 27.96	\$ 251.27
MISC SALES			\$ -	\$ -	\$ -	\$ -
TOTAL	1,142	780,642	\$ 28,034.38	\$ 1,534.14	\$ 29,568.52	\$ 327,450.83

						MONTH	YEAR
SEWER RENTAL	NO.	CF	DOLLARS	TAXES		TO DATE	TO DATE
RESIDENTIAL	965	520,300	\$ 29,548.93	\$ -	\$	29,548.93	\$ 273,190.02
COMMERCIAL	103	82,900	\$ 3,377.53	\$ 236.28	\$	3,613.81	\$ 34,036.85
INDUSTRIAL/INTERRUPTIBLE	5	45,800	\$ 738.04	\$ 51.68	\$	789.72	\$ 7,323.19
INTERDEPARTMENTAL	12	6,500	\$ 358.10	\$ -	\$	358.10	\$ 2,550.72
PUBLIC AUTHORITY	6	18,400	\$ 400.64	\$ -	\$	400.64	\$ 3,356.02
PENALTY			\$ 37.88		\$	37.88	\$ 266.42
MISC SALES					\$	-	\$ -
TOTAL	1,091	673,900	\$ 34,461.12	\$ 287.96	\$	34,749.08	\$ 320,723.22

						MONTH	YEAR
GARBAGE COLLECTIONS	NO.		DOLLARS	TAXES		TO DATE	TO DATE
RESIDENTIAL	1,060		\$ 14,589.88	\$ -	\$	14,589.88	\$ 152,262.34
*MISC CHARGES			\$ -	\$ -	\$	-	\$ -
COMMERCIAL	104		\$ 318.20	\$ 22.28	\$	340.48	\$ 3,791.20
INDUSTRIAL/INTERRUPTIBLE	5		\$ 15.00	\$ 1.05	\$	16.05	\$ 199.02
INTERDEPARTMENTAL	15		\$ 45.00	\$ -	\$	45.00	\$ 261.00
PUBLIC AUTHORITY	5		\$ 15.00	\$ -	\$	15.00	\$ 135.00
PENALTY			\$ 20.82	\$ -	\$	20.82	\$ 274.69
MISC SALES			\$ -	\$ -	\$	-	\$ -
TOTAL	1,189		\$ 15,003.90	\$ 23.33	\$	15,027.23	\$ 156,923.25

						MONTH	YEAR
HITEC COMMUNICATIONS			DOLLARS	TAXES		TO DATE	TO DATE
PHONE	NO.						
RESIDENTIAL	321		\$ 7,756.45		\$	7,756.45	\$ 100,818.20
NON RESIDENTIAL	300		\$ 13,683.10		\$	13,683.10	\$ 135,507.10
HITEC LONG DISTANCE	284		\$ 2,398.34		\$	2,398.34	\$ 25,692.08
SPECIAL ADJUSTMENTS			\$ 739.88		\$	739.88	\$ 8,804.04
FEDERAL TAX			\$ -	\$ 430.84	\$	430.84	\$ 4,761.70
STATE SALES TAX			\$ -	\$ 1,147.63	\$	1,147.63	\$ 12,548.90
MISC SALES			\$ -	\$ -	\$	-	\$ -
TOTAL	905		\$ 24,577.77	\$ 1,578.47	\$	26,156.24	\$ 288,132.02

				MONTH	YEAR
	NO.	DOLLARS	TAXES	TO DATE	TO DATE
CABLE					
INTERNET	839	\$ 46,072.71		\$ 46,072.71	\$ 492,030.42
LOCAL PACKAGE	46	\$ 1,331.70		\$ 1,331.70	\$ 15,140.85
BASIC SERVICE	510	\$ 33,138.61		\$ 33,138.61	\$ 376,827.03
SHOWTIME PACKAGE	14	\$ 199.50		\$ 199.50	\$ 2,449.50
MOVIE CHANNEL (CINAMAX)	8	\$ 80.00		\$ 80.00	\$ 880.00
STARZ	5	\$ 75.00		\$ 75.00	\$ 870.00
HBO	13	\$ 260.00		\$ 260.00	\$ 2,858.52
CONVERTER BOX	2	\$ 4.00		\$ 4.00	\$ 44.00
MISC REV (OTHER CHG & CR)	0	\$ -		\$ -	\$ -
PAY-PER-VIEW	0	\$ -		\$ -	\$ -
FRANCHISE FEE	558	\$ 1,902.41		\$ 1,902.41	\$ 21,550.88
EQUIPMENT REVENUE	48	\$ 821.47		\$ 821.47	\$ 9,243.83
DIGITAL BASIC SERVICE	51	\$ 1,793.14		\$ 1,793.14	\$ 19,740.50
DIGITAL SHOWTIME	5	\$ 89.00		\$ 89.00	\$ 765.46
DIGITAL CINEMAX	2	\$ 20.00		\$ 20.00	\$ 211.67
DIGITAL HBO	10	\$ 228.67		\$ 228.67	\$ 1,903.51
STATE SALES TAX		\$ -	\$ 2,662.88	\$ 2,662.88	\$ 30,165.48
TOWER LEASE SPACE		\$ 650.00		\$ 650.00	\$ 7,150.00
MISC SALES		\$ -	\$ -	\$ -	\$ -
TOTAL	2111	\$ 86,666.21	\$ 2,662.88	\$ 89,329.09	\$ 981,831.65

	NO.	DOLLARS	TAXES	MONTH	YEAR
				TO DATE	TO DATE
MISC SALES			\$ -	\$ -	\$ -
TOTAL	0	\$ -	\$ -	\$ -	\$ -

	NO.	DOLLARS	TAXES	MONTH	YEAR
				TO DATE	TO DATE
MISCELLANEOUS CHARGES					
PS-PROJECT SHARE	5	\$ 37.00	\$ -	\$ 37.00	\$ 320.00
PT-PET SERVICE	0	\$ -	\$ -	\$ -	\$ -
MISC		\$ -	\$ -	\$ -	\$ -
TOTAL		\$ 37.00	\$ -	\$ 37.00	\$ 320.00

GRAND TOTAL		\$ 413,501.30	\$ 11,649.41	\$ 425,150.71	\$ 5,224,943.56
--------------------	--	----------------------	---------------------	----------------------	------------------------

**BILLING REPORT
MAY 2018**

	NO.	KWH	DOLLARS	TAXES	MONTH TO DATE	YEAR TO DATE
ELECTRIC (security lights)						
RESIDENTIAL	1,013	751,553	\$ 71,200.78	\$ 739.82	\$ 71,940.60	\$ 995,850.27
*MISC CHARGES			\$ 1,150.00	\$ 80.50	\$ 1,230.50	\$ 14,411.95
COMMERCIAL	186	361,607	\$ 35,180.78	\$ 2,277.62	\$ 37,458.40	\$ 474,836.28
*MISC CHARGES			\$ 150.00	\$ 10.50	\$ 160.50	\$ 1,417.75
INDUSTRIAL/INTERRUPTIBLE	15	312,908	\$ 28,621.70	\$ 1,084.36	\$ 29,706.06	\$ 373,467.46
*MISC CHARGES			\$ -	\$ -	\$ -	\$ 53.50
INTERDEPARTMENTAL	70	201,005	\$ 11,274.55	\$ -	\$ 11,274.55	\$ 140,519.71
*MISC CHARGES			\$ -	\$ -	\$ -	\$ -
PUBLIC AUTHORITY	9	91,674	\$ 8,179.20	\$ -	\$ 8,179.20	\$ 95,440.88
PENALTY			\$ 224.62	\$ -	\$ 224.62	\$ 2,704.30
MISC SALES			\$ -	\$ -	\$ -	\$ -
WIND ENERGY	7		\$ 30.00	\$ 0.30	\$ 30.30	\$ 333.30
TOTAL	1,300	1,718,747	\$ 156,011.63	\$ 4,193.10	\$ 160,204.73	\$ 2,099,035.40

	NO.	CCF	DOLLARS	TAXES	MONTH TO DATE	YEAR TO DATE
GAS						
RESIDENTIAL	866	37,805	\$ 33,729.71	\$ 338.96	\$ 34,068.67	\$ 638,944.52
*MISC CHARGES			\$ -	\$ -	\$ -	\$ 26.75
COMMERCIAL	115	13,856	\$ 11,384.70	\$ 793.93	\$ 12,178.63	\$ 179,297.23
*MISC CHARGES			\$ -	\$ -	\$ -	\$ -
INDUSTRIAL/INTERRUPTIBLE	9	9,756	\$ 7,657.00	\$ 322.82	\$ 7,979.82	\$ 125,331.91
*MISC CHARGES			\$ -	\$ -	\$ -	\$ -
INTERDEPARTMENTAL	15	4,974	\$ 3,948.28	\$ -	\$ 3,948.28	\$ 64,061.00
PUBLIC AUTHORITY ***	6	2,519	\$ 1,977.58	\$ -	\$ 1,977.58	\$ 57,871.06
PENALTY			\$ 89.59		\$ 89.59	\$ 707.30
MISC SALES					\$ -	
TOTAL	1,011	68,910	\$ 58,786.86	\$ 1,455.71	\$ 60,242.57	\$ 1,066,239.77

	NO.	CF	DOLLARS	TAXES	MONTH TO DATE	YEAR TO DATE
WATER						
RESIDENTIAL	996	492,001	\$ 20,834.98	\$ 1,457.79	\$ 22,292.77	\$ 274,085.48
COMMERCIAL	125	131,799	\$ 3,750.41	\$ 248.37	\$ 3,998.78	\$ 49,413.35
INDUSTRIAL/INTERRUPTIBLE	8	40,600	\$ 853.74	\$ 59.75	\$ 913.49	\$ 11,406.59
INTERDEPARTMENTAL	13	6,200	\$ 279.18		\$ 279.18	\$ 7,220.07
PUBLIC AUTHORITY	6	20,800	\$ 479.52		\$ 479.52	\$ 8,069.49
PENALTY			\$ 22.23		\$ 22.23	\$ 267.89
MISC SALES			\$ -		\$ -	\$ -
TOTAL	1,148	691,400	\$ 26,220.06	\$ 1,765.91	\$ 27,985.97	\$ 350,462.87

					MONTH	YEAR
SEWER RENTAL	NO.	DOLLARS	TAXES		TO DATE	TO DATE
RESIDENTIAL	966	\$ 20,133.29	\$ -	\$	20,133.29	\$ 230,436.19
NON RESIDENTIAL	116	\$ 2,926.92	\$ 184.14	\$	3,111.06	\$ 37,846.21
CONTRACT		\$ -	\$ -	\$	-	\$ -
PENALTY		\$ 21.64		\$	21.64	\$ 251.20
MISC SALES				\$	-	\$ -
TOTAL	1,082	\$ 23,081.85	\$ 184.14	\$	23,265.99	\$ 268,533.60

					MONTH	YEAR
GARBAGE COLLECTIONS	NO.	DOLLARS	TAXES		TO DATE	TO DATE
RESIDENTIAL	1,059	\$ 14,564.98	\$ -	\$	14,564.98	\$ 159,291.41
*MISC CHARGES		\$ -	\$ -	\$	-	\$ -
NON RESIDENTIAL	117	\$ 375.52	\$ 23.52	\$	399.04	\$ 4,406.67
PENALTY		\$ 32.96		\$	32.96	\$ 315.10
MISC SALES		\$ -		\$	-	\$ -
TOTAL	1,176	\$ 14,973.46	\$ 23.52	\$	14,996.98	\$ 164,013.18

					MONTH	YEAR
HITEC COMMUNICATIONS		DOLLARS	TAXES		TO DATE	TO DATE
PHONE	NO.					
RESIDENTIAL	347	\$ 14,630.94		\$	14,630.94	\$ 126,667.02
NON RESIDENTIAL	304	\$ 6,984.59		\$	6,984.59	\$ 114,580.80
HITEC LONG DISTANCE	324	\$ 2,659.74		\$	2,659.74	\$ 27,490.85
SPECIAL ADJUSTMENTS		\$ 1,030.67		\$	1,030.67	\$ 8,400.32
FEDERAL TAX		\$ -	\$ 447.90	\$	447.90	\$ 5,084.46
STATE SALES TAX		\$ -	\$ 1,191.79	\$	1,191.79	\$ 13,095.68
MISC SALES		\$ -	\$ -	\$	-	\$ -
TOTAL	975	\$ 25,305.94	\$ 1,639.69	\$	26,945.63	\$ 295,319.13

CABS BILLED	-----	\$ 2,748.76		\$	2,748.76	\$ 28,300.31
CABS RECEIVED	-----	\$ 3,215.31		\$	3,215.31	\$ 24,245.90

	NO.	DOLLARS	TAXES	MONTH TO DATE	YEAR TO DATE
CABLE					
INTERNET	1170	\$ 43,685.64		\$ 43,685.64	\$ 467,587.89
LOCAL PACKAGE	50	\$ 1,447.50		\$ 1,447.50	\$ 15,124.30
BASIC SERVICE	581	\$ 36,248.91		\$ 36,248.91	\$ 369,139.82
SHOWTIME PACKAGE	15	\$ 225.00		\$ 225.00	\$ 2,717.24
MOVIE CHANNEL (CINAMAX)	9	\$ 90.00		\$ 90.00	\$ 1,025.80
STARZ	6	\$ 90.00		\$ 90.00	\$ 990.00
HBO	13	\$ 280.00		\$ 280.00	\$ 3,000.00
CONVERTER BOX	1	\$ 4.00		\$ 4.00	\$ 44.00
MISC REV (OTHER CHG & CR)	0	\$ -		\$ -	\$ 50.00
PAY-PER-VIEW	0	\$ -		\$ -	\$ -
FRANCHISE FEE	631	\$ 2,084.66		\$ 2,084.66	\$ 21,315.65
EQUIPMENT REVENUE	60	\$ 952.87		\$ 952.87	\$ 10,574.83
DIGITAL BASIC SERVICE	61	\$ 2,047.76		\$ 2,047.76	\$ 20,665.49
DIGITAL SHOWTIME	6	\$ 81.50		\$ 81.50	\$ 740.53
DIGITAL CINEMAX	3	\$ 30.00		\$ 30.00	\$ 330.00
DIGITAL HBO	10	\$ 188.67		\$ 188.67	\$ 1,847.38
STATE SALES TAX			\$ 2,918.04	\$ 2,918.04	\$ 29,837.49
TOWER LEASE SPACE		\$ 650.00		\$ 650.00	\$ 6,650.00
MISC SALES		\$ -	\$ -	\$ 0.00	\$ -
TOTAL	2616	\$ 88,106.51	\$ 2,918.04	\$ 91,024.55	\$ 951,640.42

	NO.	DOLLARS	TAXES	MONTH TO DATE	YEAR TO DATE
MISC SALES			\$ -	\$ -	\$ -
TOTAL	0	\$ -	\$ -	\$ -	\$ -

	NO.	DOLLARS	TAXES	MONTH TO DATE	YEAR TO DATE
MISCELLANEOUS CHARGES					
PS-PROJECT SHARE	4	\$ 27.00	\$ -	\$ 27.00	\$ 317.32
PT-PET SERVICE	0	\$ -	\$ -	\$ -	\$ -
MISC		\$ -	\$ -	\$ -	\$ -
TOTAL		\$ 27.00	\$ -	\$ 27.00	\$ 317.32

GRAND TOTAL		\$ 395,262.07	\$ 12,180.11	\$ 407,442.18	\$ 5,223,862.00
--------------------	--	----------------------	---------------------	----------------------	------------------------

ORDINANCE NO. 708

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE
CITY OF
HAWARDEN, IOWA, BY AMENDING EMERGENCY AMBULANCE
COMPENSATION AND FEES**

BE IT ENACTED by the City Council of Hawarden as follows:

Section 1. Amendment. The Hawarden Municipal Code is hereby amended to amend Section 36.07 Chapter 36 as follows:

36.07 FEES.

1. Established Fees for the use of the ambulance service and reasonably related emergency services furnished within or outside the City shall be established to adequately cover all the operating costs of the service except the replacement of vehicles, unless otherwise according to incident.

AMBULANCE SERVICE AND MATERIAL CHARGES	
---	--

Services and Materials	NEW FEE
ALS1 - Emergency Rate	\$720.00
BLS - Emergency Rate	\$607.00
ALS1 - Transport Rate Non-Emergency	\$455.00
BLS - Transport Rate Non-Emergency	\$379.00
Loaded Mileage	\$13.00
ALS - Level 2	\$1043.00

2. Calculation of Fees. The City shall provide for the calculation of fees and billings for the ambulance services and all reasonably related services rendered as directed by the Council.
3. Payment of Fees. All ambulance service fees and charges reasonably related to emergency services shall be payable upon presentation of a statement for said fees and charges to the user and/or recipient of the service and shall be paid as directed by the City according to procedures established by the Council. Actions for collection of fees and charges shall be brought in the name of the City, after authorization of commencement of action by the Council, in the same manner as other actions at law.

Section 2. REPEALER. All Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 3. SEVERABILITY CLAUSE. If any Section, provision or part of this Ordinance shall be adjudged

invalid or unconstitutional such adjudication shall not affect the validity of the Ordinance as a whole or any Section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. WHEN EFFECTIVE. This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved by the council on the 26th day of June 2019.

Ricard R. Porter, Mayor

ATTEST:

Michael DeBruin, City Administrator/City Clerk

First Reading:	May 22, 2019
Second Reading:	June 12, 2019
Third Reading:	June 26, 2019

I certify that the foregoing was published as Ordinance No. 708 on the 27th day of June 2019.

Michael DeBruin, City Administrator/City Clerk

ORDINANCE NO. 709

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
HAWARDEN, IOWA, BY AMENDING GAS UTILITY RATES AND FEES.**

BE IT ENACTED by the City Council of Hawarden as follows:

Section 1. Amendment. The Hawarden Municipal Code is hereby amended to amend Section 113.07 (1) as it now reads to read as follows.

113.07 GAS UTILITY RATES.

1. Base Rates. The base rates for delivery of gas service, including delivery charges, transportation and pumping expenses, demand charge (space in pipeline and agreement to have a constant flow of gas available to occupy said space) and pipeline balancing fees shall be as follows:

A. Residential Service:

- (1) Minimum System Support Charge per month/per meter \$9.00
- (2) Delivery Charge per CCF \$.50

B. Nonresidential/Business Service:

- (1) Minimum System Support Charge per month/per meter \$9.00
- (2) Delivery Charge per CCF \$.50

C. Nonresidential/Interdepartmental Service:

- (1) Minimum System Support Charge per month/per meter \$9.00
- (2) Delivery Charge per CCF \$.50

Section 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

Section 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the council on the 26nd day of June 2019 and approved this 26nd day of June 2019.

Ricard R. Porter, Mayor

ATTEST:

Michael DeBruin, City Administrator/Clerk

First Reading: May 22, 2019
Second Reading: June 12, 2019
Third Reading: June 26, 2019

I certify that the foregoing was published as Ordinance No. 709 was published in the Hawarden Independent, a newspaper printed and published and has circulation in the City of Hawarden on the 27th day of June 2019.

Michael DeBruin, City Administrator/Clerk

ORDINANCE NO. 710

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HAWARDEN, IOWA, BY AMENDING PROVISIONS GOVERNING TELEPHONE, CABLE, INTERNET, ELECTRIC, NATURAL GAS, POTABLE WATER, SANITARY SEWER, AND SOLID WASTE SERVICES

BE IT ENACTED by the City Council of the City of Hawarden:

SECTION 1. SECTIONS AND SUBSECTIONS MODIFIED AMENDED AND ADOPTED.

Section 90.04 of the Code of Ordinances of the City of Hawarden, Iowa is repealed, and the following adopted in lieu thereof:

90.04 LATERAL/SERVICE LINE COSTS INSTALLATIONS/PERMITS The owner of a property to be served must assume the responsibility and bear the entire cost of the water service line, which runs from the water main to the building. All water services shall be installed to comply with the State Plumbing Code. The water service line shall be owned, maintained and repaired by the property owner. These service lines include the piping, corporation at the main, curb stop, curb box and meter valve. The Utility will not be responsible for the failure of any pipe or fixtures associated with the property owner's service line. All owners, at their own expense, must keep their service line (from the point of connection with the Utility's main to their premises) in good working condition. Any failure of the service line during normal operation by a Utility employee shall be repaired and paid for by the service line owner. Owners of any curb stop, curb box found inoperable will be notified by the city to have it repaired within 60 days. After the given time the city will replace the curb stop, curb box at the owner's expense. No person shall lay pipe in connection with or to be connected to the city water system without first obtaining a permit from the Public Works Director

Subsection 90.05 (1) of the Code of Ordinances of the City of Hawarden, Iowa is repealed, and the following adopted in lieu thereof:

1. Material. Service pipes between the water mains and curb stop shall be of copper service tubing, known as Type K, soft temper, copper service tubing for use with either compression or flare fittings or continuous coiled poly pipe with mechanical connections rated at 200 PSI or greater or Schedule 40 PVC or greater with solvent weld joints. Three-fourths inch inside diameter shall be the minimum size used.

New Subsection 90.05 (10) as set forth below is adopted:

90.10 Irrigation Water Meters – Customers may request a water meter to be added to the irrigation system to subtract water not being used in the sanitary sewer system. The Utility shall furnish, own, install and maintain the meter with a monthly service fee as set by ordinance.

New Subsection 90.05 (11) as set forth below is adopted:

11. Shared Sanitary Sewer Lateral. Sewer laterals of 6 inch and smaller that service two or more property owners. These sewer lines are owned and operated by the property owners they serve, up to the point of connection to an 8 inch or larger sewer main. Where identified, such property owners shall be notified of responsibility to service and maintain the line. The property owner shall have the right to install a new sanitary sewer service to the city main at full cost to the homeowner.

Chapter 110 of the Code of Ordinances of the City of Hawarden, Iowa is repealed, and the following adopted in lieu thereof:

CHAPTER 110

UTILITY SERVICE AND POLICY DEFINITIONS

110.01 DEFINITIONS. Unless another meaning is specifically indicated, the definitions given below apply to terms used in Chapters 90, 95, 96, 110, 111, 112, 113, 115, 116 and 117 of this Code of Ordinances. Where a definition is not specifically provided, those definitions listed in IAC Chapters 19, 20 and 22 and Chapter 384 of the *Code of Iowa* shall apply for the specific utility service in question.

1. "Account holder, primary" means a person 18 years of age or older, partnership, firm, association, corporation, governmental agency or other legal entity, that is receiving a City utility service, whose name is specifically listed on an account as the primary entity responsible for decisions regarding the service and for financial obligations created from the use of the service.
2. "Account holder, secondary" means a person 18 years of age or older (who is not a dependent), partnership, firm, association, corporation, governmental agency, or other legal entity responsible by law for payment for a City utility service said person is receiving, regardless of whether or not said person is specifically listed on the account.
3. "Account status" terms are defined as follows:
 - A. "Closed" refers to an account that is no longer receiving utility service.
 - B. "Current" refers to an open or closed account that has paid all outstanding balances prior to the due date, with the exception of the most recent bill prior to the due date and any amount not yet read and billed.
 - C. "Delinquent" refers to any open or closed account that has not paid a service bill or service payment agreement amount in full on or before the last day for timely payment.
 - D. "Fully paid" refers to a closed account that has fully paid any and all charges against it.
 - E. "Grossly delinquent" refers to any open or closed account that has not fully paid the amount due after more than 90 days past the due date posted on the bill.
 - F. "Open" or "active" refers to an account that is presently receiving utility service.
 - G. "Paid to date" refers to an open or closed account that has paid all billed utility charges but that may still have unread and/or unbilled charges outstanding.
4. "Additional deposit" means deposit monies required in addition to an initial or new deposit necessary to cover an increase in number and/or types of services, usage of service previously underestimated with the initial or new deposit required.
5. "Applicant" means a person 18 years of age or older, partnership, firm, association, corporation, governmental agency or other legal entity, applying to the City for utility services.
6. "Basic service" means the cable entertainment television service tier above minimum service for which a separate price is charged.
7. "Bulk service" means the cable entertainment television service to multiple residential living dwellings where owners accept the responsibility of a single billing for all their units regardless of occupancy. The owner pays and provides service to tenants; fee is usually included in rent.
8. "Cable Act" means Section 631 of the Cable Communications Policy Act of 1934 as amended.
9. "Channel" means a portion of the electromagnetic frequency spectrum, or any other means of transmission, which is capable of carrying a video signal, an audio signal, a voice signal or a data signal, or any combination of such signals.
10. "City" shall mean and refer to the City of Hawarden.
11. "Combined telecommunications service account" means an account for all telecommunications services, including telephone, Cable TV, and Internet services.

12. "Combined utility service account" means an account for the service of water, wastewater, gas, electric, and garbage collection.
13. "Commercial" means basic analog and basic digital and contracted cable entertainment services provided to a business establishment whose customers are being provided access to the video services.
14. "Commission" means the Department of Commerce Utility Division.
15. "Complaint" means a statement or question by anyone whether a utility customer or not, alleging a wrong, grievance, injury, dissatisfaction, illegal action or procedure, dangerous condition or action, or utility obligation.
16. "Converter" means a device utilized by a subscriber to change the frequency or other characteristics of a signal.
17. "Cubic foot" A measure of gas having its meanings set forth at 250 IAC 19.1(3)e, which shall be construed in the context of use. (In general, these definitions describe the quantity of gas occupying one cubic foot at specified conditions, including temperature and pressure).
18. "Customer" means an Applicant and Account Holder as described above in these definitions.
19. "Delinquent" or "delinquency" refers to an account for which a service bill or service payment agreement has not been paid in full on or before the last date for timely payment.
20. "Demand" or "demand power" means a quantity of electric power needed by the customer at a given point in time.
21. "Deposit" means an amount determined by the Utility to be paid and kept on deposit with the Utility until good credit rating is achieved or service is terminated.
22. "Digital base package" means the lowest tier of digital cable television service.
23. "Drop" means the cable that connects the subscriber terminal at a point in the subscriber's home, designated by the subscriber, to the nearest feeder cable of the communications system.
24. "Equipment" means one or more of the following, but not limited to: converter, converter-descrambler, remote-control unit, security device, addressable control module, A/B switch, ground block, splitter, trap, cable modem, coaxial cable or fiber optic cable which is not inside wiring.
25. "Ethernet" means a physical link and data link protocol that operates at 10 Mbps (10,000,000 bits per second).
26. "FCC" means the Federal Communications Commission, its designee, or any successor thereto.
27. "Gas" means manufactured gas, natural gas, other hydrocarbon gases, or any mixture of gases produced, transmitted, distributed or furnished by the Utility.
28. "Governing Body" means the Hawarden City Council.
29. "Heating and calorific values" – as set forth in 250 IAC 19.1(3) j. (Definitions for such values as BTU, Therm, and various measures of BTU's evolved by combustion are found in the section cited.)
30. "Initial deposit" means a deposit required when first securing a utility service to include adding service if required according to the criteria herein.
31. "Inside wiring" means the cable that exists inside the subscriber's home or business to a point 12 inches outside of the home or business, and includes any extra outlets, splitters, connections, fittings, or wall plates attached to it.
32. "Installation" means the act of connecting or activating the communications system from the feeder cable to the subscriber terminal so that the subscriber may receive communications services.
33. "Interruption of utility service" means any disturbance of the utility supply whereby service to at least fifty customers in one segment or in a portion of a distribution system has been disrupted.
34. "IUB" means Iowa Utilities Board.
35. "Local service" means the cable entertainment television service tier that includes the retransmission of local television broadcast signals.

36. “Main” means a water, wastewater, or gas pipe, owner operated or maintained by the Utility, which is used for the purpose of transmission or distribution of gas, water, or wastewater, but does not include the “service line.”
37. “Maximum demand” means the greatest demand required by the customer during a specific length of time.
38. “Meter” means a device that measures and registers the integral of a water, electric or gas quantity with respect to time.
39. “New deposit” means a deposit required if the initial deposit has been returned and the criteria exists to require a deposit. It is figured the same way as the initial deposit.
40. “Pay-per-view television” means digital cable television programming that is offered on a per-order basis. The programming is delivered over the telecommunications system on per-channel or per-program signals to subscribers for a fee or charge, in addition to the regular monthly fee for basic cable and digital cable television services.
41. “Premium channels” means the additional channels added to the basic cable TV service tier for which a separate price is charged.
42. “Pressure” means an expression of pounds per square inch above atmospheric pressure, i.e., gauge pressure (abbreviated “psig”)
43. “Service” means any service, including the transmission of data, video and voice or any other service, whether originated by the Utility or any other person, which is offered to any subscriber in conjunction with, or distributed over the communications system.
44. “Service line” means a distribution line that transports a utility service from a common source of supply/service to a customer meter or the connection to a customer’s piping, whichever is farther downstream, or the connection to a customer’s piping if there is not a meter.
45. “Service rules” means the entire body of rules, procedures, and policies adopted by the City Council and on file for public inspection.
46. “Set top box” means a digital signal converter which allows a customer to view digital cable television programming carried via a compressed digital signal to a standard television.
47. “T1” means a digital transmission link with a capacity of 1.544 Mbps (1,544,000 bits per second).
48. “Telecommunication services” means, for the purposes of this Code, an all-inclusive term to encompass telephone, Cable TV, and Internet services.
47. “Timely payment” means a payment on a customer’s account made on or before the date shown on a current bill for service, or on a form which records an agreement between the customer and the Utility for a series of partial payments to settle a delinquent account, as the date which determines application of a late payment charge to the current bill or future collection effort.
48. “Unsatisfactory payment history” means a payment record of the proposed account holder that:
- A. Has had NSF checks or ACH reject notices in the last twelve months; or
 - B. Has received more than two disconnect notices of any utility service.
 - C. Has two or more late payments (past the bill due date) for any utility in the last twelve months;
50. “Utility” is interchangeable with definition of “City.”
51. “Utility service” means one of the following utility services offered by the City to the customer, to include but not limited to: Potable Water, Wastewater, Electric, Gas, Solid Waste, Telephone and Cable, and Internet.

Sub-Section 111.01 2(C) of the Code of Ordinances of the City of Hawarden, Iowa is repealed, and the following adopted in lieu thereof:

C. Two forms of acceptable United States proof of identity which may include a copy of valid Driver's License or other ID which may include Social Security Card, Passport, or Consulate ID. an acceptable United States form of ID (at least one of which must be a photo ID).

Sub-Section 111.02(3) is of the Code of Ordinances of the City of Hawarden, Iowa is repealed and the following adopted in lieu thereof:

3. Utility Deposit Calculation: If it is determined a deposit is necessary, the amount of the deposit will be calculated as provided below:

A. Gas, Electric, Water, Sewer and Solid Waste Deposits - The amount of an initial service deposit will be no more than the actual, or estimated, maximum charge for one month's service in the last 12-month period. A reasonable deposit may be required for a temporary or special occasion. In calculating customer deposits, adjustments may be made by reasonably determining differences in the likely level of energy consumption including number of persons served, changes in the type of service (i.e. residential vs. nonresidential), the installation or removal of energy conservation or alternative energy measures, and utility rate changes or charges. Where the service connection was not previously metered, the maximum charge for one month's service shall be based on comparable existing service of the same utility.

B. Cable TV, Telephone and Internet Deposits - The amount of an initial service deposit will be as follows:

1. Cable TV- Amount equal to estimated first month's bill, plus all taxes and fees.
2. Internet – Amount equal to estimated first month's bill, plus all taxes and fees.

Additional equipment at a rate set in the schedule of fees.

3. Telephone Local Service - Amount equal to estimated first month's bill, plus all taxes and fees.
4. Telephone Long Distance - Actual average usage over previous two months from previous long-distance carrier or a minimum of \$50 (\$25 per month) if previous usage data does not exist or cannot be obtained. An additional deposit shall be required when the monthly long-distance charges exceed the monthly deposit by more than 25% and \$20.

Section 111.03 of the Code of Ordinances of the City of Hawarden, Iowa is repealed, and the following adopted in lieu thereof:

111.03 - BILLING/BILLING INFORMATION.

Customers shall be billed on a monthly basis. Charges for services start immediately after service is activated. The billing period will coincide with the period that utility services, including electric, natural gas, wastewater, garbage and/or water services, are provided during each billing month. Billing information will only be made available to those individuals designated by the account holder. Charges for all telecommunications services will be billed on a monthly statement that includes telephone, internet and cable services. When a customer is connected or disconnected or the meter reading date causes a given billing period to deviate by more than 10 percent (counting only business days) from the normal meter-reading period, such bill shall be prorated on a daily basis.

1. Minimum Bill. The minimum bill provided for in the rate schedule for each class of service will apply to any billing period during which service remains connected and the minimum quantity of service is not used. The minimum bill shall apply to each separate account holder receiving a service to include each individual dwelling unit.

2. Billing Form. The following information will be included on the billing form or made available to the customer at the Utility's customer services office:

- A. The reading of the meter at the beginning and at the end of the period for which the bill is rendered.
- B. The dates on which the meter was read at the beginning and end of the billing period.
- C. The number and kind of units metered.
- D. The applicable rate schedule or identification of the applicable rate schedule.
- E. The account balance brought forward and the amount of each net charge for rate-schedule-priced utility service, sales tax, other taxes, franchise fees, late payment charge, and other charges required by the Utility and any regulatory authority and total amount currently due. In the case of prepayment meters, the amount of money collected shall be shown.
- F. The last date for timely payment will be clearly shown and will not be less than twenty days after the bill is rendered.
- G. A distinct marking or wording to identify an estimated bill or meter reading.
- H. A distinct marking to identify a minimum bill.
- I. Any conversions from meter readings units to billing units, or any calculations to determine billing units from recording or other devices, or any other factors, such as sliding scale or automatic adjustment. (i.e. Multiplier) and amount of sales tax adjustments used in determining the bill.
- J. Any other requirements in accordance with Iowa Administrative Code.

As Per IAC 19.4(9) as a utility serving fewer than 5000 customers, information regarding Items 2, 4, and 8 above can be obtained by contacting the utility's local office at 1150 Central Avenue or calling 712-551-2565.

Section 111.04 of the Code of Ordinances of the City of Hawarden, Iowa is repealed, and the following adopted in lieu thereof:

111.04 SERVICE DISCONNECTION PROCEDURES. Disconnection of service to customers for nonpayment of a bill or deposit shall be in accordance with the following procedures:

A. Procedures for Utilities Other Than Telephone Internet and Cable TV.

- 1. The Utility shall make a reasonable attempt to collect all past-due accounts.
- 2. The Utility shall give written notice to the customer and, where applicable, the person or agency designated by the customer to receive such notice that service will be disconnected if the account is not settled within twelve (12) calendar days from the date of notice. Notice shall include a written summary of the rights and remedies available to avoid disconnection in accordance with IUB mandated language. The written notice shall also include a telephone number where a utility representative qualified to provide additional information about the disconnection can be reached. Each utility representative must provide his or her name to the caller and have immediate access to the most current and detailed information available concerning the customer's account and previous contacts with the utility.
- 3. The Utility may allow settlement of the account to include an agreement for payment of the past due amount over a specified period.
- 4. The Utility shall give the customer a reasonable opportunity to dispute the reason for disconnection to the utility. If the matter cannot be satisfactorily resolved, the customer may appeal to the City's Hearing Officer or to the utility division, as provided in Section 111.08(3).

5. If no effort has been made on the part of the customer to pay the past due amount or dispute the account, the Utility shall issue a two-day disconnection notice, with service to be disconnected at the end of the two days. The notice shall be posted on the property and a posting fee, as established by Section 113.11, shall be charged. When disconnecting service, the Utility shall make a diligent attempt to contact, by telephone or in person, the individual or agency responsible for payment of the bill to inform the customer of the pending disconnection and his or her rights and remedies. If an attempt at personal or telephone contact is unsuccessful and the customer is living in a rental unit, the Utility may attempt to contact the landlord, if known, to determine if the customer is still in occupancy and, if not in occupancy, his or her present location. A landlord so contacted shall also be informed of the date when service may be disconnected.
6. For residential customers only, during the period from November 1 to April 1, if the attempt at customer contact fails, the premises shall be posted with a notice informing the customer of the pending disconnection and rights or remedies available to avoid disconnection. The notice shall be posted at least two days prior to disconnection.
7. For residential customers only, during the period from November 1 through April 1, the utility shall give the customer twelve days from the date the disconnect notice was mailed to apply to the local community action agency for low-income energy assistance or weatherization assistance as provided in Section 111.05. This applies only to the utility that is the source of heat (electric or gas) and not to the water, solid waste, or telecommunications utility service, which can be disconnected in accordance with subsection 5 above.
8. Disconnection of a customer's service may not take place on a weekend, a holiday, or after 2:00 p.m. unless the utility is prepared to reconnect the same day. A disconnection fee or trip charge as set by Section 113.11 shall apply if the Utility person either physically travels to the premises or does disconnect one or more utilities, per combined utility for delinquent accounts only.

B. Procedures for Utilities Other Than Telephone Internet and Cable TV. Disconnection of Telephone, Internet and /or Cable Service to customers for nonpayment of a bill or deposit shall be in accordance with the following procedures:

1. The Utility shall make a reasonable attempt to collect all past due accounts. Telephone, internet and Cable bills are mailed out at the beginning of the month and due 20 days later.
2. On the first day after the due date, late fees will be assessed, and the Utility shall give written notice to the customer and, where applicable, the person or agency designated by the customer to receive such notice that service will be disconnected if the account is not settled by the last day of that month. The written notice shall also include a telephone number where a utility representative qualified to provide additional information about the disconnection can be reached.
3. The Utility may allow settlement of the account to include an agreement for payment of the past due amount over a specified period.
4. The Utility shall give the customer a reasonable opportunity to dispute the reason for disconnection to the utility. If the matter cannot be satisfactorily resolved, the customer may appeal to the City's Hearing Officer.
5. If no effort has been made on the part of the customer to pay the past due amount or dispute the account, the telephone, internet and/or cable service will be

disconnected according to the written notice and a disconnection fee will be charged.

6. If customer pays all past due amounts after disconnection and then requests services be reconnected, a reconnection fee will be charged, and both the disconnection and reconnection fees will be collected prior to services being reconnected. Also, if customer is required to make a deposit, that amount will need to be paid prior to reconnection.

Subsection 111.07 (1) (A) of the Code of Ordinances of the City of Hawarden, Iowa is repealed, and the following adopted in lieu thereof:

A. Low Income Programs – Customer discounts on telephone and broadband service are available through assistance programs sponsored by the State of Iowa and the Federal government. The amount of the discount will equal the maximum amount authorized by state and federal regulations. In order to qualify, applicants must demonstrate eligibility for one of the following lifeline programs. Qualifying applicants must present verifying documentation of their eligibility when signing up for services.

112.01 (5) is repealed and replaced with:

5. Backfilling of Public Property. For backfill, only materials approved by the City shall be used. Pipes shall be backfilled completely under the pipe and along the haunches in uniform layers not exceeding six inches in depth up each side and up to a level of two feet over the top of the pipe. Above this backfill shall be laid and tamped in twelve-inch lifts. If located in the alley surfaced area, the last 12-inch lift shall be Iowa Class A road gravel. Each layer placed shall be uniformly mechanically tamped and compacted, to eliminate the possibility of vertical or lateral displacement. This tamping shall be required the full depth of the trench in the public right of way. Paving materials and dirt/grass shall be renewed or replaced at the owner's expense to the same condition in the right-of-way as existed prior to construction. If a concrete street, the concrete shall be pinned into the adjoining concrete and shall match the existing grade and thickness of the street/sidewalk concrete with a minimum of 6" thickness for the street and 4" for a sidewalk. All non-concrete streets a minimum of 6" concrete shall be poured level with the existing street.

Subsection 112.02(1) of the Code of Ordinances of the City of Hawarden, Iowa is repealed, and the following adopted in lieu thereof:

1. Meter Ownership/ Installation - The utility shall install, own, and maintain a meter of a type appropriate to the nature of the service, for each applicable utility service. Each meter shall be fed with a single service line and means of shut off or disconnect. If more than one meter exists for a single account holder, at one location, the meters shall be billed as separate meters. Meters shall not be required, however, where consumption can be readily computed without metering or where the service is of a temporary nature and the cost of meter installation would be unreasonable. A meter seal shall be placed on all meters such that the seal must be broken to gain entry. Private meters up to the point of demarcation (Utility meter or RSU) are prohibited for any City utility service. Should a private meter exist, the City shall replace it with a utility meter at no charge to the account holder.

Section 115.01 of the Code of Ordinances of the City of Hawarden, Iowa is repealed, and the following adopted in lieu thereof:

115.01 SERVICE CHARACTERISTICS. The electric utilities shall make available throughout its service area electric service of a character determined by the utility to meet the needs of the customer. The standard service available to meet this obligation is 120/240 nominal voltage, 60Hz alternating current, single phase, 200 amps or less, supplies via either overhead conductor or underground conductor as the utility chooses. In supplying this service, the utilities shall construct, own and maintain all facilities up to, the premises. Where the utility chooses to install underground conductor in supplying standard electric service, the utility shall construct, own and maintain all facilities up to and including the meter socket and meter. In all standard service extensions, the utilities shall furnish, own and maintain the meter socket and meter. Other service connection, including three phase service and service at primary voltages, are available at the option of the Utility and may require a contribution in aid of construction or an advance for construction cost. Terms and conditions of customers' participation may be established by the city council. The City Council may waive the costs if in the public interest. Such waivers, when entered in the minutes of the City Council, shall not be considered a discriminatory practice. Reference to the publications listed above shall be deemed to be the latest addition or revision as the accepted version of the utility division as a standard of good practice.

New Subsection 115.02(11) as set forth below is adopted:

11. National Electric Safety Code ANSI C2

Section 115.07 of the Code of Ordinances of the City of Hawarden, Iowa is repealed, and the following adopted in lieu thereof:

115.07 Distributed Generation.

Customers may apply for an interconnection agreement to install wind and solar generation. The two levels of generation are < 40KW and 40KW-10MW. All installation cost will be at the expense of the customer to include a new bi-directional meter provided by the city. All usage will be non-net metered. Any KHW supplied back into the city distribution system will be purchased by Missouri River Energy Services at a standard rate set yearly. Terms and conditions can be requested at the city office 1150 Central Avenue.

Section 116.07 of the Code of Ordinances of the City of Hawarden, Iowa is repealed.

Section 117.01 of the Code of Ordinances of the City of Hawarden, Iowa is repealed, and the following adopted in lieu thereof:

117.01 TELECOMMUNICATIONS, INTERNET AND CABLE TELEVISION SERVICE CHARACTERISTICS. The Communications Utility includes a 750-Megahertz broadband communications system that uses a hybrid fiber optic and coaxial cable distribution plant to provide fully interactive communications services.

Section 117.02 of the Code of Ordinances of the City of Hawarden, Iowa is repealed, and the following adopted in lieu thereof:

117.02 TELECOMMUNICATIONS AND CABLE TELEVISION SERVICE AVAILABILITY. These services will be made available to all prospective customers within the exchange boundaries and corporate limits of Hawarden, subject to the provisions governing line extension costs as noted in Chapter 112 of this Code of Ordinances. Within the corporate limits of the City of Hawarden, the Utility will construct, own and maintain all facilities up to the delivery point at the subscriber's property, which is the

RSU. Telecommunications services provided to customers located outside of the Hawarden City limits, but within the Hawarden telephone exchange boundaries, will be done so through a resale agreement with a local provider. In areas in which service is provided through the resale agreement, all questions regarding service outages, service prices, account status, payment history, and all other service-related issues will be directed to the HITEC. Special Telecommunications Services will only be available at locations that meet operational criteria deemed appropriate by the HITEC.

Subsection 117.03 (3) of the Code of Ordinances of the City of Hawarden, Iowa is repealed, and the following adopted in lieu thereof:

3. Internet/High Speed Internet Services. Hitec provides Internet/High Speed Internet services for residential and business customers. There are individual internet speeds and bundled service options to choose from.

Section 117.08 of the Code of Ordinances of the City of Hawarden, Iowa is repealed, and the following adopted in lieu thereof:

117.08 DIGITAL CABLE TELEVISION SERVICES.

1. Digital cable television services include a base package as well as premium and Pay-Per-View services. All the basic cable television customers will be required to first subscribe to a cable television package before receiving digital service.
2. Premium digital cable television services will be available to all digital service customers on an a la carte basis.
3. Pay-Per-View services will be available to all digital cable television customers. These services may only be ordered through the use of the remote control. Customers may order individual movies. By ordering a movie, customer acknowledges and agrees to pay the applicable charge which is in addition to the basic monthly charge for digital, and basic cable television services.
4. Digital cable television customers will be subject to a \$100 credit limit on Pay-Per-View orders. When this limit is reached, Pay-Per-View access will be discontinued, and the customer will be notified of the amount of orders on his/her account. Customer will be required to pay the full amount of all Pay-Per-View orders (including all taxes and applicable fees) on the account before his/her Pay-Per-View access will be restored.
5. All digital cable television customers must rent one digital set top box for each television on which he/she wishes to receive digital services.
6. All digital cable television customers must enter into an agreement with the Utility obligating the customer to maintain a subscription to at least one digital base package and rental of at least one digital set top box for an initial period of six months. The agreement will also obligate the customer to pay specified replacement costs for his/her set top box(es) and remote control(s) should irreparable damage be caused to the equipment while in the customer's possession.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, subsection, provision of part thereof not adjudged invalid or unconstitutional.

SECTION FOUR. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and Approved by the Council of the City of Hawarden on the _____ day of June 2019.

Ricard R. Porter, Mayor

ATTEST:

Michael DeBruin, City Administrator/Clerk

First Reading: June 12, 2019

Second Reading: 26, 2019

Third Reading: July 10, 2019

I certify that the foregoing was published as Ordinance No. 710 on the 11th day of July, 2019.

Michael DeBruin, City Administrator/Clerk

**CITY OF HAWARDEN
MUNICIPAL UTILITIES**

SERVICE POLICIES MANUAL



Mission Statement

*To provide the best telephone, cable, **internet**, electric, natural gas, potable water, sanitary sewer, and solid waste services for the citizens of Hawarden, to continually improve the quality of life for our citizens-customers and to be a leader in the utility industry.*

*February 1, 2003
Revised August 2009
Revised May 2019*

SERVICE POLICIES INDEX

<u>Chapter</u>	<u>Title</u>	<u>Page</u>
Chapter I –	Introduction	2
Chapter II –	Definitions	3
Chapter III –	General Customer Service Policies	7
3.0	Application for Service	7
3.1	Customer Deposits	9
3.2	Bills/Billing Information	11
3.3	Service Disconnection Procedures	14
3.4	Customer Obligations	17
3.6	Customer Services	18
3.7	Customer Communications	20
3.8	Customer Privacy	21
Chapter IV –	General Service Policies	22
Chapter V –	Supplemental Services Policies	25
Chapter VI –	Rates and Fees	35

CHAPTER I INTRODUCTION

Section 1.1 - Intent of Service Policy Manual.

These policies and procedures have been promulgated by the City Council of the City of Hawarden, Iowa, and are designed to promote consistency, equity and quality service to all customers. They are supplementary to and don't intentionally conflict with other regulatory authorities including the State Law of Iowa, Federal Communications Commission and the Iowa Utilities Board. These policies shall be subject to change from time to time to comply with changes in law, and rules and regulations issued by the agencies listed above.

This service policy will inform customers, architects, engineers, contractors, inspectors and other interested parties of the conditions governing the use of utility services provided by the City of Hawarden. The policies are applicable to all service agreements and contracts, unless otherwise provided in such agreements.

These service policies are intended to broadly govern operation of the City's utilities. Where a policy cannot be reasonably applied to a specific situation, the utility reserves the right to act in an adjudicative capacity to resolve such conflicts.

Section 1.2 – Contact Information and Location of Utility Records and Service Policy Manual.

a. The City's utility records and Service Policy Manual are maintained at the City's Utility Offices located at 1150 Central Avenue, Hawarden, Iowa. The phone number

during normal business hours is (712) 551-2565. After hours contact 712-551-2565 and instructions will be given on how to reach utility personnel in case of emergencies.

b. All written correspondence should be addressed to the City of Hawarden, Attn: Utilities, 1150 Central Avenue, Hawarden, Iowa 51023.

c. E-Mails may be sent to: "city@cityofhawarden.com".

d. The City's Service Policy Manual and certain utility forms are maintained on the internet at the City's website at www.cityofhawarden.com under "Utility Service Rules".

Section 1.3- - Changes to Policies and Procedures.

These policies and procedures are subject to amendment, modification or termination if required by applicable federal law, regulations of the FCC, regulations of the IUB, or actions of the Utility. The Utility shall notify customers of any changes to the approved policies and procedures contained in this document by written notification in the monthly newsletter included with monthly billing statements. If an ordinance is passed by the City Council concerning Utility Policies and Procedures or Rate Changes, it will be published in the local newspaper and notification also included in account holders monthly billing statements.

CHAPTER II DEFINITIONS

Unless another meaning is specifically indicated, the definitions listed below will apply to words herein. Where a definition is not specifically provided those definitions listed in IAC Chapters 19, 20, and 22 and Iowa Statute 384 shall apply for the specific utility in question.

a. Account Status

Open or Active - An account that is presently receiving utility service.

Closed - An account that is no longer receiving utility service.

Current - An open or closed account that has paid all outstanding balances prior to the due date, with the exception of the most recent bill prior to the due date and any amount not yet read and billed.

Paid to Date - An open or closed account that has paid all billed utility charges but that may still have unread and/or unbilled charges outstanding.

Fully Paid - A closed account that has fully paid any and all charges against it.

Delinquent – Any open or closed account that has not paid a service bill or service payment agreement amount in full on or before the last day for timely payment.

Grossly Delinquent – Any open or closed account that has not fully paid the amount due after more than 90 days past the due date posted on the bill.

b. Applicant - This shall be a person 18 years of age or older, partnership, firm, association, corporation, governmental agency or other legal entity, applying to the City for utility service(s).

c. Account Holder, Primary – This shall be a person 18 years of age or older, partnership, firm, association, corporation, governmental agency or other legal entity, that is receiving a city utility service, whose name is specifically listed on an account as the primary entity responsible for decisions regarding the service and for financial obligations created from the use of the service.

d. Account Holder, Secondary - This shall be a person 18 years of age or older, partnership, firm, association, corporation, governmental agency or other legal entity responsible by law for payment for a city utility service they are receiving, regardless of whether or not they are specifically listed on the account.

e. Customers - Shall be all account holders or anyone else that directly receives or uses a city utility service.

f. Basic Service – The cable entertainment television service tier above minimum service for which a separate price is charged.

g. Bulk Service – Cable entertainment television service to multiple residential living dwellings where owners accept the responsibility of a single billing for all their units regardless of occupancy. The owner pays and provides service to tenants, fee is usually included in rent.

h. Cable Act – Section 631 of the Cable Communications Policy Act of 1934 as amended.

i. Channel – A portion of the electromagnetic frequency spectrum, or any other means of transmission, which is capable of carrying a video signal, an audio signal, a voice signal or a data signal, or any combination of such signals.

j. City – Shall mean and refer to the City of Hawarden.

k. Combined Utility Service Account – Shall be an account for the service of water, wastewater, gas, electric, and garbage collection.

l. Combined Telecommunications Service Account – Shall be an account for all telecommunications services, including telephone, Cable TV, and Internet services

m. Commercial – Basic analog and basic digital and ~~DMX~~ **contracted** cable entertainment service **provider** to a business establishment whose customers are being provided access to the video services.

n. Commission – The Department of Commerce Utility Division.

o. Complaint – a statement or question by anyone whether a utility customer or not, alleging a wrong, grievance, injury, dissatisfaction, illegal action or procedure, dangerous condition or action, or utility obligation.

p. Converter – A device utilized by a subscriber to change the frequency or other characteristics of a signal.

q. Cubic Foot – A measure of gas having its meanings set forth at 250 IAC 19.1(3)e, which shall be construed in the context of use. (In general, these definitions describe the quantity of gas occupying one cubic foot at specified conditions, including temperature and pressure).

r. Customer – See applicant or account holder

s. Delinquent or delinquency – An account for which a service bill or service payment agreement has not been paid in full on or before the last date for timely payment.

t. Demand or Demand Power – A quantity of electric power needed by the customer at a given point in time

u. Deposit – An amount determined by the Utility to be paid and kept on deposit with the Utility until good credit rating is achieved (~~usually within one year~~) or service is terminated.

Initial Deposit – Shall be a deposit required when first securing a utility service to include adding service if required according to the criteria herein.

New Deposit – Shall be a deposit required if the initial deposit has been returned and the criteria exists to require a deposit. It shall be figured the same way as the initial deposit.

Additional Deposit - Shall be deposit monies required in addition to an initial or new deposit necessary to cover an increase in number and/or types of services, usage of service previously underestimated with the initial or new deposit required.

v. Digital Base Package – The lowest tier of digital cable television service.

w. Drop – The cable that connects the subscriber terminal at a point in the subscriber's home, designated by the subscriber, to the nearest feeder cable of the communications system.

x. Equipment – One or more of the following but not limited to: converter, converter-descrambler, remote-control unit, security device, addressable control module, A/B switch, ground block, splitter, trap, cable modem, coaxial cable or fiber optic cable which is not inside wiring

y. Ethernet – A physical link and data link protocol that operates at 10 Mbps (10,000,000 bits per second).

z. FCC – The Federal Communications Commission, its designee, or any successor thereto.

aa. Gas – Means manufactured gas, natural gas, other hydrocarbon gases, or any mixture of gases produced, transmitted, distributed or furnished by the utility.

bb. Governing Body – Hawarden City Council.

cc. Heating and Calorific Values – as set forth in 250 IAC 19.1(3) j. (Definitions for such values as BTU, Therm, and various measures of BTU's evolved by combustion are found in the section cited.)

dd. IUB – Iowa Utilities Board.

ee. Inside Wiring – the cable that exists inside the subscriber's home or business to a point 12 inches outside of the home or business, and includes any extra outlets, splitters, connections, fittings, or wall plates attached to it.

ff. Installation – the act of connecting or activating the communications system from the feeder cable to the subscriber terminal so that the subscriber may receive communications services.

gg. Interruption of Utility Service – any disturbance of the utility supply whereby at least fifty customers in one segment or in a portion of a distribution system has been disrupted.

hh. Local Service – the cable entertainment television service tier that includes the retransmission of local television broadcast signals.

ii. Main – a gas pipe, owner operated, or maintained by the utility, which is used for the purpose of transmission or distribution of gas but does not include the “service line”.

jj. Maximum Demand – the greatest demand required by the customer during a specific length of time.

kk. Meter – a device that measures and registers the integral of a water, electric, or gas quantity with respect to time.

ll. Pay-Per-View Television – Digital cable television programming which is offered on a per-order basis. The programming is delivered over the telecommunications system on per-channel or per-program signals to subscribers for a fee or charge, in addition to the regular monthly fee for analog and digital cable television services.

mm. Premium Channels – the additional channels added to the basic cable TV service tier for which a separate price is charged.

nn. Pressure – an expression of pounds per square inch above atmospheric pressure, i.e., gauge pressure (abbreviated “psig”)

oo. Service – any service, including the transmission of data, video and voice or any other service, whether originated by Utility or any other person, which is offered to any subscriber in conjunction with, or distributed over the communications system.

pp. Service Rules – the entire body of rules, procedures, and policies adopted by the City Council and on file for public inspection.

qq. Service line – a distribution line that transports a utility service from a common source of supply/service to a customer meter or the connection to a customer’s piping, whichever is farther downstream, or the connection to a customer’s piping if there is not a meter.

rr. Set Top Box – A digital signal converter which allows a customer to view digital cable television programming carried via a compressed digital signal to a standard television.

ss. T1 – means a digital transmission link with a capacity of 1.544 Mbps (1,544,000 bits per second).

tt. Telecommunication Services – shall for the purposes of this document only be used as an all-inclusive term to encompass Telephone, Cable TV, and Internet.

uu. Timely Payment – a payment on a customer’s account made on or before the date shown on a current bill for service, or on a form which records an agreement between the customer and the Utility for a series of partial payments to settle a delinquent account, as the date which determines application of a late payment charge to the current bill or future collection effort.

vv. Unsatisfactory Payment History - Is a payment record of the proposed account holder that:

1) Has two or more late payments (past the bill due date) for any utility in the last twelve months; 2) NSF checks or ACH reject notices in the last twelve months; 3) Receipt of more than two disconnect notices of any utility.

ww. Utility – shall be interchangeable with definition of “City”.

xx. Utility Service – shall be one of the following utility services offered by the City of Hawarden, Iowa to the customer to include but not limited to Potable Water, Wastewater, Electric, Gas, Solid Waste, Telephone and Cable, and Internet.

CHAPTER III GENERAL CUSTOMER POLICIES

SECTION 3.0 - Application for Service.

a. Application Submittal.

An application for utility service may be made at the City Offices at 1150 Central Avenue, Hawarden, Iowa. An application may also be submitted by the customer via fax, email, or internet. Initial applications cannot be acted upon until a signed application with all required information and any applicable deposits are received. Said application and any attachments thereto shall constitute an agreement between the utility and the applicant. Although a signature shall be required for the initial application, subsequent changes shall be permitted via telephone, email, or internet provided such authority was given by the customer in writing and the proper verification information was provided at the time of the change.

b. Application Contents.

The application will include the applicant’s voluntary designation of a person or agency to receive a copy of any notice to disconnect service due to the applicant’s nonpayment of a bill or deposit.

For the application to be complete, the applicant must provide any of the following, which they possess (in addition to the above):

Full Names of all Occupants of Premises over the age of 18 and the designation of the account holder(s)

Social Security Number(s)

Birth Date

Two forms of acceptable United States proof of identity which may include a copy of valid Driver’s License or other ID which may include Social Security Card, **Passport, or Consulate ID.** ~~an acceptable United States form of ID~~ (at least one of which must be a photo ID.

Telephone Number

Previous Address

Employer name, address, and telephone number

Name, Address and Telephone Number of a Relative

If tenant, Name Address and Phone number of Landlord

Verification Information that could be used to change account service without a signature, if so desired

A deposit may be required as outlined in Section 3.1.

c. Approval/Denial of Application for Utility Service.

Upon receipt of a completed application a determination shall be made to approve or deny the application to provide a particular utility service. The Utility reserves the right

to deny or refuse service for any of the reasons listed in part “d” of this section. The Utility may not deny or refuse service for any of the reasons listed in part “e” of this section.

If an account holder has entered into a payment agreement or has a past due account, no additional utility service (i.e. telephone or cable features) will be added to the account until the account is current.

The customer shall not be required to receive any advance written notice for the denial of an initial utility service request or for an additional service request not previously held by the applicant. However, a written reason for the denial of the service shall be mailed to the customer pursuant to these service rules if contact information is fully provided. The notice shall be considered rendered to the customer when deposited in the U.S. mail with postage prepaid.

d. Reasons for Denial of Service.

In the event of a condition determined by the Utility to be hazardous.

In the event of customer use of equipment in such a manner as to adversely affect the Utility’s equipment or service to others.

In the event of tampering with equipment furnished and owned by the Utility.

In the event of unauthorized use or resale of utility service.

For violation of or noncompliance with Utility service rules.

For failure of prospective customer to furnish service equipment, permits, certificates, or rights-of-way specified by the Utility as a condition of receiving service or for failure of prospective customer to fulfill his or her contractual obligations for service or facilities.

For failure of the customer to permit the Utility reasonable access to its equipment.

Benefit of Service Rule – in the case of customers who have been disconnected or for whom credit action is pending, service will not be reconnected or continued in the name of another occupant or user of the premises if the previous customer or any other person liable for payment of the delinquent bill(s) continues to occupy or receive benefit of the service provided at the premises, unless arrangements are made to pay for the unpaid service at the premises. Similarly, New or Transferred Accounts will not be established for customers who will have co-occupants that will benefit from service so long as they have delinquent accounts. This shall not apply to an established account holder with a good credit history who allows a delinquent account holder to reside with them.

Failure to pay the required deposit, excluding the exception listed in section e below.

e. Insufficient Reasons for Denying Service.

The following shall not constitute cause for refusal of service to a present or prospective customer:

Delinquency in payment for service by a previous occupant of the premises to be served provided the person was not also receiving benefit of service at this location under the previous account holder.

Failure to pay for merchandise purchased from the utility.

Failure to pay for a different type or class of public utility service.

Failure to pay the bill of another customer as guarantor thereof.

Failure to pay back bills rendered for under-registration of a meter.

Failure to pay bill adjustments resulting from an error on the part of the utility.

Failure to pay for yellow page advertising.

Use of an auxiliary directory cover.

Failure to pay for information service not regulated by the board

Failure to pay deregulated toll charges

Failure of a residential customer to pay a deposit during the period November 1 through April. 1 for the location at which he or she has been receiving service. (This shall not

apply to new or existing customers who have not been receiving service at the location that a utility service is applied for or when adding a new utility service.)

Failure of a disconnected residential customer to pay the full amount due for past service if financial difficulty is confirmed and the customer is willing to enter into a reasonable agreement to pay the delinquent amount. (This excludes those customers that have already defaulted on a reasonable payment agreement for the same delinquent amount owed).

Permitting another occupant of the premises access to the telephone utility service when that other occupant owed an uncollectible bill for service rendered at a different location. (Pertains to telephone service only).

f. Classification of Service and Applicable Rates

At the time utility service is approved, the type of service per utility will be provided according to the applicable rate tables in effect at that time. Information on current rates are available on the City's website and at the Hawarden City Office, 1150 Central Avenue, Hawarden, Iowa, Telephone (712)551-2565.

g. Service Installation and Authority to turn on utilities.

All customers will be provided service in a prompt, non-discriminatory manner. Standard installations will be performed no later than three working days after an order has been placed. All other installations will be completed as soon as practical using due diligence. The Utility shall supply service to the applicant in accordance with this service policy and any applicable FCC and IUB rules at a price schedule established by the Utility for the applicant's appropriate class of service.

No person shall have authority to turn on a utility other than a properly authorized City employee. Such authorization shall come from the City Administrator, the Director of Public Works or Telecommunications Director, or their designees.

SECTION 3.1 - Customer Deposits.

A deposit intended to guarantee partial payment of bills for service may be required from either existing or new customers. A person other than the account holder may pay the deposit.

a. Criteria for Initial Service Deposits

An initial service deposit may be required of an applicant if any of the following criteria exists:

1. Recent past payment history with any City of Hawarden Utility is unsatisfactory.
2. The applicant has no or insufficient, credit history with the City of Hawarden Utilities.
3. The applicant has no credit or unsatisfactory credit with another utility provider.
4. Incomplete application.

b. Criteria for New or Additional Service Deposits:

A new or additional deposit may be required of a current customer whose initial deposit has been refunded or is found to be inadequate. The amount of a new or additional customer deposit shall be based on the deposit calculation criteria listed in 3.1c.

A new or additional deposit may be required from customers who meet any of the following criteria:

The customer has received two 12-day disconnect notices in the last 12 months.
The customer has two NSF check notices or two ACH Reject notices, or a combination of the two, in the last 12-month period. If the customer has had service less than 12 months, the number of notices will be prorated.

Diversion of utility services or evidence of fraud in the use of Utility Services.
For those that have an existing deposit, where there are large increases in the utility usage resulting in a bill of 20% or more than the initial deposit.

c. Utility Deposit Calculation: If it is determined a deposit is necessary, the amount of the deposit will be calculated as provided below:

Gas, Electric, Water, Sewer and Solid Waste Deposits - The amount of an initial service deposit will be no more than the actual, or estimated, maximum charge for one month's service in the last 12-month period. A reasonable deposit may be required for a temporary or special occasion. In calculating customer deposits, adjustments may be made by reasonably determining differences in the likely level of energy consumption including number of persons served, changes in the type of service (i.e. residential vs. nonresidential), the installation or removal of energy conservation or alternative energy measures, and utility rate changes or charges.

Where the service connection was not previously metered, the maximum charge for one month's service shall be based on comparable existing service of the same utility.

Cable TV, Telephone and Internet Deposits - The amount of an initial service deposit will be as follows:

Cable TV- Amount equal to estimated first month's bill, plus all taxes and fees.

Internet – Amount equal to estimated first month's bill, plus all taxes and fees.

Additional equipment at a rate set in the schedule of fees.

Telephone Local Service - Amount equal to estimated first month's bill, plus all taxes and fees.

Telephone Long Distance - Actual average usage over previous two months from previous long-distance carrier or a minimum of \$50 (\$25 per month) if previous usage data does not exist or cannot be obtained. An additional deposit shall be required when the monthly long-distance charges exceed the monthly deposit by more than 25% and \$20.

d. Deposit Receipts

The Utility shall issue a receipt of deposit to each customer from whom a deposit is received and will also provide a means whereby a depositor may establish claim if the receipt is lost.

e. Record of Deposits

The Utility shall maintain a record of all deposits indicating:

1. The name and address of the person(s) making deposit or portion thereof.

The amount and date of the deposit or portion thereof.

The property location and specific account for which the deposit has been made.

Each transaction concerning the deposit.

f. Refund/ Application of Deposits

A deposit will be refunded after 12 consecutive months of prompt payment (which includes eleven timely payments and one automatic forgiveness of late payment). This time may be extended when the Utility has reason to believe that continued retention of the deposit is required to insure the payment for future billings for services. The records of a customer not eligible for a deposit refund on the first deposit anniversary date will be reviewed on subsequent anniversary dates to determine refund eligibility. If necessary, deposits will be applied equally to any unpaid utility of the combined utility group. Upon termination of service, the deposit and accrued interest (if any) less any unpaid billing shall be reimbursed to the person who made the deposit if the remaining deposit balance is greater than \$1.00.

Deposits made by a third party are intended for the specific property location or service and will be applied to any unpaid utility, telephone, **internet** or cable bill for which the deposit was originally required. If all bills are paid, the deposit can be returned to the third party.

g. Unclaimed Deposits

A record of each unclaimed deposit shall be maintained for at least 1 year from the date service is terminated. During that period, the Utility will make a reasonable effort to return the deposit. Deposits remaining unclaimed one year after termination of service will be transferred to the State of Iowa in accordance with Chapter 556, Code of Iowa “Disposition of Unclaimed Property”.

SECTION 3.2 - Billing/Billing Information.

Customers shall be billed on a monthly basis. Charges for services start immediately after service is activated. The billing period will coincide with the period that utility services, including electric, natural gas, **wastewater, garbage** and/or water services, are provided during each billing month. Billing information will only be made available to those individuals designated by the account holder. Charges for all telecommunications services will be billed on a monthly statement that includes telephone, **internet** and cable services. When a customer is connected or disconnected or the meter reading date causes a given billing period to deviate by more than 10 percent (counting only business days) from the normal meter-reading period, such bill shall be prorated on a daily basis.

a. Minimum Bill.

The minimum bill provided for in the rate schedule for each class of service will apply to any billing period during which service remains connected and the minimum quantity of service is not used. The minimum bill shall apply to each separate account holder receiving a service to include each individual dwelling unit.

b. Billing Form.

The following information will be included on the billing form or made available to the customer at the Utility’s customer services office:

1. The reading of the meter at the beginning and at the end of the period for which the bill is rendered.
2. The dates on which the meter was read at the beginning and end of the billing period.
3. The number and kind of units metered.
4. The applicable rate schedule or identification of the applicable rate schedule.
5. The account balance brought forward and the amount of each net charge for rate-schedule-priced utility service, sales tax, other taxes, franchise fees, late payment charge, and other charges required by the Utility and any regulatory authority and total amount currently due. In the case of prepayment meters, the amount of money collected shall be shown.
6. The last date for timely payment will be clearly shown and will not be less than twenty days after the bill is rendered.
7. A distinct marking or wording to identify an estimated bill or meter reading.
8. A distinct marking to identify a minimum bill.
9. Any conversions from meter readings units to billing units, or any calculations to determine billing units from recording or other devices, or any other factors, such as sliding scale or automatic adjustment. (i.e. Multiplier) and amount of sales tax adjustments used in determining the bill.

Any other requirements in accordance with Iowa Administrative Code.

As Per IAC 19.4(9) as a utility serving fewer than 5000 customers, information regarding Items 2, 4, and 8 above can be obtained by contacting the utility's local office at 1150 Central Avenue or calling 712-551-2565.

c. Bill Payment Terms.

Billed charges will be due and payable when rendered and will be considered past due twenty days from the time the bill is rendered. A bill is considered rendered when deposited in the U.S. Mail with postage prepaid. If delivery is by other than the U.S. Mail, the bill is considered rendered when delivered to the last known address of the party responsible for payment. The last date for timely payment will be clearly shown on the bill and will be not less than 20 days from the date the bill is rendered. A late payment charge as listed in the schedule of fees on the unpaid balance will be assessed on past due accounts. Each account will be granted at least one complete forgiveness of a late payment charge in each calendar year. All over payment of billings will be refunded to the account holder, unless other arrangements have been made between account holder and City.

The normal past due date that appears on the account holder's utility bill can be adjusted once every 12 months, if necessary, to better coincide with the account holders cash flow situation. To qualify, customers must have a consumption of less than 250ccf (gas) and 3000 kwh (electric). The requested change must be in writing and be in advance (i.e. not for any currently issued bills).

Bills shall be paid by mail, by direct deposit through a financial institution, by deposit in designated receptacles at the City's business office or in person at the City business office at 1150 Central Avenue.

d. Partial Payments.

Partial payments (~~including LIHEAP funds~~) made on accounts that have multiple services, shall be credited to the total bill, partial payments will not be accepted for one specific service. If a combined service account becomes delinquent, all services are subject to disconnection unless the account holder enters into a payment agreement or makes payment in full.

e. Returned Checks and Automatic Clearing House Rejects.

A service charge per occurrence of the maximum amount allowed by law shall be assessed to any customer whose check is returned unpaid or whose Automatic Clearing House (ACH) payment is rejected by the bank on which it was drawn. The service charge shall be in addition to the late payment penalty if the check is not made good and the service fee not paid prior to the delinquent date of the bill. If two or more checks are dishonored or ACH payments rejected within a ~~six~~ **twelve**-month period, the Utility will require future payments to be by cash, cashiers check, or money order and may require a new deposit.

f. Adjustments of Bills.

Adjustment of Bills for Administrative and Hook-up Errors - An adjustment, refund or back-billing shall be made for any overcharge or undercharge resulting from incorrect reading of the meter, incorrect application of the rate schedule, incorrect meter connection, or other similar reason.

(a). Overcharges - The amount of the overcharge will be refunded or credited to the customer. The time period for which the utility will adjust, refund, or credit the customer's bill shall not exceed five years.

(b) Undercharges - The bill(s) will be recalculated back to a period not to exceed 5 years. If the recalculated bills exceed \$10.00 the customer may be back billed for the amount due. Back billing will be completed within 6 months of the discovery of the

error. If the back billing creates customer hardship, a reasonable agreement to pay shall be offered. The Utility reserves the right to forego back billings which it determines are not cost effective.

Adjustment of Bill For Accidental Wastage of Gas or Water - When a customer provides reasonable evidence to the utility that a leak, not resulting from customer negligence, has existed on the customer's side of the meter, the utility shall estimate the normal usage for each billing period during which the leak is reasonably believed to have existed, not to exceed two months. The bill for each such period shall be recomputed, treating the amount of the above-normal consumption as "lost gas or water". Lost gas or water shall be billed at the lowest rate on the customer's rate schedule and the total difference will be credited to the customer's account.

Adjustment of Bill for Meter Error - Whenever a meter is found to have an average error exceeding the allowable tolerance by more than 2.0 percent, the utility shall adjust a current customer's bill by issuing a refund/credit or back billing. The amount of the adjustment shall be calculated on the basis of metering accuracy of one hundred percent and pursuant to the rules of the IUB found in IAC. The adjustment period shall extend from the date the error began. If the time which the error first developed or occurred cannot be definitely determined it shall be assume that the error has existed for the shortest time calculated as one-half the time since the meter was installed, or one-half the time elapsed since the last meter test unless otherwise ordered by the board. The adjustment period shall not exceed six months without the approval of the Utility Division. When a meter is found not to register due to a failure of part or all of the utility equipment, the Utility shall issue an estimated bill according to the rules of the IUB found in IAC.

g. Level Payment Plan (Budget Billing).

All residential customers or other customers whose consumption is less than 250 CCF (gas) or 3000 kwh (electric) may select a plan of level payments. The plan shall:
Be offered when the customer initially requests service.

Have a date of delinquency changeable for cause in writing; such as, but not limited to, fifteen days from approximate date each month upon which income is received by the person responsible for payments.

Provide for entry into the level payment plan anytime during the calendar year. The month of entry shall be that customer's anniversary month.

Have level payments equal to the sum of estimated charges divided by the number of standard billings intervals, all for the next twelve consecutive months.

Provide for withdrawal from the plan at any time. The account must be balanced before termination or withdrawal, except that the customer may choose to apply an account credit to future service or receive a refund.

The level payment plan account balance on the anniversary date shall be carried forward and added to the estimated charges for service during the next year, and this total will be the basis for computing the next year's periodic billing internal level payment amount. The customer shall be given the option of applying any credit to payments of subsequent months' level payment amounts due or obtaining a refund of any credit in excess of \$10. For purposes of this paragraph, the anniversary date account balance shall not carry forward on unpaid level payment bill. Delinquent level payments must be paid up in full as of the anniversary date.

Have the level payment amount computed at the time of entry into the plan. It may be recomputed on each anniversary date, when requested by the customer, or whenever utility rates or consumption, alone or in combination, result in a new estimate differing by ten percent or more from that in use. When a customer's payment level is recomputed, the customer shall be notified of the revised payment amount and the

reason for the change. The notice shall accompany the monthly bill prior to the bill affected by the revised payment amount.

Regardless of the account balance, a delinquent payment on the level payment plan will subject the customer to the normal procedures for collection and termination of service. However, if the customer has an excess credit balance on their account over and above normal usage for the entire plan year, a missed payment will be allowed. If the account balance is a credit, the level payment plan shall terminate after not less than 30 days nor more than 60 days of delinquency.

3.3 Service Disconnection Procedures.

a. Disconnection of service to customers for nonpayment of a bill or deposit shall be in accordance with the following procedures:

The Utility shall make a reasonable attempt to affect collection.

The Utility shall give written notice to the customer and, where applicable, the person or agency designated by the customer to receive such notice that service will be disconnected if the account is not settled within twelve (12) calendar days from the date of notice. Notice shall include a written summary of the rights and remedies available to avoid disconnection in accordance with IUB mandated language. The written notice shall also include a telephone number where a utility representative qualified to provide additional information about the disconnection can be reached. Each utility representative must provide his/her name to the caller and have immediate access to the most current and detailed information available concerning the customer's account and previous contacts with the utility.

The Utility may allow settlement of the account to include an agreement for payment of the past due amount over a specified period.

The Utility shall give the customer a reasonable opportunity to dispute the reason for disconnection to the utility. If the matter cannot be satisfactorily resolved, the customer may appeal to the City's Hearing Officer or to the utility division, as provided in subsection 3.7.c.

If no effort has been made on the part of the customer to pay the past due amount or dispute the account, the Utility shall issue a two-day disconnection notice, with service to be disconnected at the end of the two days. The notice shall be posted on the property and a posting fee shall be charged. When disconnecting service, the utility shall make a diligent attempt to contact, by telephone or in person, the individual or agency responsible for payment of the bill to inform the customer of the pending disconnection and his or her rights and remedies. If an attempt at personal or telephone contact is unsuccessful and the customer is living in a rental unit, the utility may attempt to contact the landlord, if known, to determine if the customer is still in occupancy and, if not in occupancy, his or her present location. A landlord so contacted shall also be informed of the date when service may be disconnected.

For residential customers only, during the period from November 1 to April 1, if the attempt at customer contact fails, the premises shall be posted with a notice informing the customer of the pending disconnection and rights or remedies available to avoid disconnection. The notice shall be posted at least two days prior to disconnection.

For residential customers only, during the period from November 1 through April 1, the utility shall give the customer twelve days from the date the disconnect notice was mailed to apply to the local community action agency for low-income energy assistance or weatherization assistance as provided in part b of this section. This applies only to the utility that is the source of heat (electric or gas) and not to the water, solid waste, or telecommunications utility service, which can be disconnected in accordance with paragraph 5 above.

Disconnection of a customer's service may not take place on a weekend, a holiday, nor after 2:00 p.m. unless the utility is prepared to reconnect the same day. A disconnection fee or trip charge shall apply if the utility person either physically travels

to the premises or does disconnect one or more utilities, per combined utility for delinquent accounts only.

b. Disconnection of Telephone, Internet and /or Cable Service to customers for nonpayment of a bill or deposit shall be in accordance with the following procedures:

1. The Utility shall make a reasonable attempt to collect all past due accounts. Telephone, internet and Cable bills are mailed out at the beginning of the month and due 20 days later.
2. On the first day after the due date, late fees will be assessed, and the Utility shall give written notice to the customer and, where applicable, the person or agency designated by the customer to receive such notice that service will be disconnected if the account is not settled **by the last day of that month** ~~within ten (10) days from the date of notice~~. The written notice shall also include a telephone number where a utility representative qualified to provide additional information about the disconnection can be reached.
3. The Utility may allow settlement of the account to include an agreement for payment of the past due amount over a specified period.
4. The Utility shall give the customer a reasonable opportunity to dispute the reason for disconnection to the utility. If the matter cannot be satisfactorily resolved, the customer may appeal to the City's Hearing Officer or to the utility division, as provided in subsection 3.7.c.
5. If no effort has been made on the part of the customer to pay the past due amount or dispute the account, the telephone, internet and/or cable service will be disconnected according to the written notice and a disconnection fee will be charged.
6. If customer pays all past due amounts after disconnection and then requests services be reconnected, a reconnection fee will be charged, and both the disconnection and reconnection fees will be collected prior to services being reconnected. Also, if customer is required to make a deposit, that amount will need to be paid prior to reconnection.

c. Exceptions to Disconnection of Service.

Financial Difficulty – A residential account holder may avoid disconnection by providing confirmation of financial difficulty and entering into a reasonable payment agreement. **Payment Agreements** will be provided as follows:

- a. A residential customer who has been disconnected or is about to be disconnected due to the inability to pay in full, will be offered the opportunity to enter into a reasonable agreement to pay the delinquent bill unless the customer currently has such an agreement. The agreement shall be in writing and shall be signed by a party for the utility and by the customer or a party for the customer. A signed copy of the agreement shall be provided to the account holder.
- b. The utility may require the account holder to provide confirmation of financial difficulty prior to entering into an agreement. Confirmation may be written acknowledgement from the Iowa Department of Social Services, a legal guardian, or another individual or agency at the discretion of the Utility.
- c. The Utility will not offer a second payment agreement to a customer who currently has an existing agreement, unless necessary to comply with IUB requirements.
- e. Payment agreements shall include provisions for the payment of current bills pursuant to provisions of a level payment plan.

f. Whenever possible, the Utility shall attempt to reach a mutually acceptable payment agreement with the customer. If the attempt fails and the customer offers a payment agreement, which the Utility intends to refuse, the customer shall be provided a written explanation of the reason for refusal within thirty days of the mailing of the initial disconnect notice. A customer may protest the refusal by filing a written complaint, including a copy of the refusal, with the Iowa Utilities Board within ten days after written refusal by the Utility. A reasonable agreement may be amended at the discretion of the Utility upon request of the account holder. Default of the agreement by the customer renders the customer subject to the disconnection in accordance with procedures specified in section 3.4 a, except that the twelve-day notice provision shall not apply.

g. Failure to enter into a reasonable payment arrangement will result in disconnection as provided in the original notices (without further written notice as permitted by law).

Weather Forecast. Disconnection of a residential customer's gas and/or electric service who has entered a reasonable payment agreement may not take place, where gas or electricity is used as the only source of space heating or to control operate the only space heating equipment at the residence, on any day when the National Weather Service forecast for the following 24 hours covering the area in which the residence is located includes a forecast that the temperature will fall below 20 degrees Fahrenheit. In any case where the Utility has posted a disconnect notice in compliance with subsection 3.4 Part a, but is precluded from disconnecting service because of a National Weather Service forecast, the Utility may immediately proceed with appropriate disconnection procedures, without further notice, when the temperature in the area where the residence is located rises to above 20 degrees Fahrenheit, unless the customer has paid the past due amount in full or is entitled to postponement of disconnection under some other rule. This shall apply only to gas and/or electric service and shall not apply to water, wastewater, garbage collection or any telecommunication utility service.

Health of a resident. Disconnection of a residential customer shall be postponed if the discontinuance of service would present a special danger to the health of any permanent resident of the premises. A special danger to health is indicated if one appears to be seriously impaired and may, because of mental or physical problems, be unable to manage his or her own resources, carry out activities of family living or protect oneself from neglect or hazardous situations without assistance from others. Indicators of an especial danger to health include but are not limited to age, infirmity, or mental incapacitation; serious illness; physical disability, including blindness and limited mobility; and any other factual circumstances which indicate a severe or hazardous health situation. The utility may require written verification of the special danger to health by a physician or public health official. The written verification shall include: (1) the name of the person endangered, (2) a statement that he or she is a resident of the premises in question, (3) the name, business address, and telephone number of the certifying party, (4) the nature of the health danger and (5) approximately how long the danger will continue. Initial verification may be by telephone if signed written verification is forwarded to the utility within 5 days. Verification shall postpone disconnection for thirty days; however, the postponement may be extended by a renewal of the verification. In the event service is terminated within fourteen days prior to verification of illness by or for a qualifying resident, service shall be restored to that residence if a proper verification is made thereafter in accordance with the foregoing provisions. The customer must enter into a reasonable agreement for the retirement of the unpaid balance of the account within the first thirty days and keep the current account paid during the period that the unpaid balance is to be retired. This shall not apply to any telecommunication utility service.

Eligibility for Winter Energy Assistance (November 1—April 1) (For Residential Customers only) If the utility is informed by the Community Action Agency that the customer's household may qualify for winter energy assistance or weatherization funds, there shall be no disconnection of service for thirty days from the date of application, to allow the customer time to obtain assistance. Disconnection shall not take place from November 1 through April 1 for a resident who is a head of household and whose eligibility for either the low-income home energy assistance or weatherization assistance program has been certified to the utility by the Community Action Agency. A notice describing availability of energy assistance funds and application procedures shall be published in a local newspaper of general circulation or mailed directly to all residential customers by November 1 of each year by the City. This shall apply only to gas and electric services, and shall not apply to water, wastewater, garbage collection or any telecommunications utility service.

Disputed Bill - In the event there is a dispute concerning a bill for utility services, the customer may avoid disconnection by prompt payment of the undisputed portion of the bill and by filing a statement with the Utility of the reasons upon which the dispute is based. The Utility will delay disconnection pending settlement of the disputed portion of the bill as outlined in Section 3.4a.

Section 3.4 Customer Obligations.

a. Acceptance of Service Rules.

An application submitted and signed and such service is provided, and/or subsequent usage of the utility service occurs shall obligate a customer to the conditions imposed by this service policy manual, and the owner of the property shall be considered as having expressed his/her consent to be bound by the regulations and requirements contained these service rules.

b. Reading of Meters. Customers are required to allow utility personnel access to the premises to read meters. Non-residential premises shall not be exempt. Estimated meter readings or meter readings by appointment may be charged a meter reading fee. There is no charge for annual or verification meter readings that are specifically needed by the Utility.

c. Damage to Utility Equipment/Facilities.

The customer shall not use the equipment or structures of the Utility for reasons other than those incident to normal service, nor create a condition likely to interfere with the functions of such equipment and structures, without written consent of the Utility. The customer shall be held responsible for his or her actions, which cause damage to, or loss of utility equipment.

d. Customer Premises/Utility Access.

The customer and owner shall grant the Utility, without charge, right-of-way over and on the premises on which equipment and structures of the Utility are located. Access to the equipment and structures shall be granted to the Utility at reasonable times for installation, inspection, testing, repair, and other functions necessary for the maintenance of satisfactory service.

e. Notice by Customer to Terminate Service.

A customer shall give the Utility not less than three business days notice, excluding weekends and holidays, prior to final termination of service. Discontinuance of service notice under this section shall be during normal business hours for the Utility's Business Office at 1150 Central Avenue from 7:30 a.m. to 4:30 p.m., Monday thru Friday or by calling 712-551-2565 during regular business hours.

f. Moving/Altering of Utility Equipment.

Equipment owned by the Utility, including, but not limited to meters, lines, load management boxes/disconnects, converters, digital converter boxes, **modems** and Residential Subscriber Units (RSU's) may not be moved to a location or address other than the location or address where service was installed, without prior written authorization from the Utility. Also only authorized employees may remove, cut, raise or change any facilities belonging to the Utility.

g. Attachment of Equipment

Attachment of any unauthorized device to Utility equipment, or modification to the Utility's equipment or facilities, is prohibited without prior written authorization from the Utility.

h. Resale of Service/Providing Utility Service to others - No Account Holder, person, occupant or owner of any premises to which a utility service is supplied shall be allowed to provide or resell service of the Utility to other persons, families, buildings, premises, etc. or permit the same to be taken. All service shall be subject to immediate disconnection per IAC. Back billing shall occur for past minimum charges and any expenses incurred as a result of this illegal activity.

i. Prohibited Equipment Installations.

No customer-owned equipment or device that interferes in any way with the normal operation of the Utility facilities, including any equipment or device that intercepts or assists in intercepting or receiving any service offered by the Utility, may be installed on either the customer's wiring or the Utility's facilities.

j. Implementation of Energy Conservation Standards.

As a condition of electric or gas service per space heating or cooling, the owner of any building or structure completed after April 1, 1984 intended primarily for human occupancy, must certify to the utility that the building conforms with the energy conservation requirements of the State of Iowa Building Code (680 IAC 16.800) (3) as amended by 16.800 (4). If compliance is being certified to other state and local agencies, a copy of their certificate form may be provided to the City of Hawarden. Otherwise certification shall be provided on a form provided by the City of Hawarden.

SECTION 3.5 - Customer Services.

a. Customer Assistance Programs.

1. Low Income Programs – Customer discounts on telephone **and broadband** service ~~and initial connection fees~~ are available through assistance programs sponsored by the State of Iowa and the Federal government. The amount of the discount will equal the maximum amount authorized by state and federal regulations. In order to qualify, applicants must demonstrate eligibility for one of the following **lifeline** programs;
~~Low Income Home Energy Assistance Program (LIHEAP)
Federal Public Housing Assistance or Section 8
Medicaid
Food Stamps
Supplemental Security Income (SSI)
Temporary Assistance to Needy Families Program (TANF)
National School Lunch Program (NSL) Free Lunch Program
Income at or below 135% of the Federal Poverty Guidelines, Depending on the number in the household.~~

Qualifying applicants must present verifying documentation of their eligibility **when signing up for services**. ~~for one of the above listed programs within three months of the date the discount is initially granted. It will be the responsibility of the applicant to provide utility representatives with such documentation within the specified time period. Failure to do so may disqualify the customer from the program.~~

2. Project Share - The City of Hawarden participates in the Project Share Fund whereby anyone can donate to the fund to aid with heating assistance. Any monies collected for Project Share are forwarded to Mid-Sioux Opportunity Inc. for distribution for heating assistance to low-income families.

b. Temporary Disconnections.

The Utility may, upon reasonable notice by a customer, make emergency/temporary disconnects for the customer's convenience for construction. The customer shall be required to pay a service fee as outlined in the schedule of fees. Additional fees may also apply for repetitive or complicated requests.

c. Service Calls.

The customer will be billed for the cost of services not the responsibility of the Utility, as listed below: A minimum service fee shall be charged.

For a service call requesting the relocation of facilities belonging to the Utility, the customer shall be billed for the direct cost of labor and materials. A deposit equal to the total estimated cost may be required in advance of any construction.

For service calls requesting temporary relocation of cable lines or other Utility facilities to accommodate movement of buildings or large equipment, the person responsible for the move shall be billed for the total cost of labor and materials. The Utility shall be given a minimum of 72 hours advance notice and shall be consulted regarding the route of the move. An advance deposit or cash bond shall be required to cover estimated costs.

For a service call requesting installation or relocation of facilities belonging to the customer, the customer shall be billed for the total cost of the service call.

For a service call where the trouble is found to be on the customer's equipment, the customer will be informed of the problem, but will not be charged for the service call.

Service for location of line - There will be no charge.

The gas utility division shall investigate leak calls, shut offs without charge to the customer. In providing these services as a convenience to its customers, the utility, its employees, and/or the municipality offer no warrant, express or implied, as to the operating condition of the customer's piping or appliances. For other services, such as adjustments to a customer piping and appliances, the customer shall be required to contact a qualified gas plumber, appliance dealer, and/or contractor.

Utility Reconnection/Check-in/Turn-on - For simple meter installation or the initial turning- on of utility service or reconnection of a utility service for established premises, there shall be a service charge as outlined in the schedule of fees.

d. Customer Requested Meter Tests and Referee Tests.

(1) Request Meter Tests. Upon request by a customer, a utility shall test the meter servicing that customer, except that such tests need not be made more frequently than once in 18 months.

A written report of the test results shall be mailed to the customer within ten days of the completed test and a record of each test shall be kept on file at the utility's office. The Utility shall give the customer or a representative of the customer the opportunity to be present while the test is conducted.

If the test finds the meter is accurate within the limits accepted by the utility in its meter inspection and testing program, the utility may charge the customer for the cost of conducting the test. The customer shall be advised of any potential charge before the meter is removed for testing.

(2) Referee Meter Tests. Upon written request by a customer or utility, the utilities board will conduct a referee test of a meter except that such tests need not be made more frequently than once in 18 months. The request shall be paid in advance with a check or money order made payable to the Utility.

Within five days of receipt of the written request and payment, the utilities board shall forward the deposit to the Utility and notify the Utility of the requirement for a test. The Utility shall, within 30 days after notification of the request, schedule the date, time and place of the test with the board and customer. The meter shall not be removed or adjusted before the test and the utility shall furnish all testing equipment and facilities for the test. If the tested meter is found to be more than 2 percent fast or 2 percent slow, the deposit will be returned to the party requesting the test and billing adjustments shall be made as required. The board shall issue its report within 15 days after the test is conducted, with a copy to the customer and the Utility.

e. Customer Assistance with Abnormal Utility Consumption.

A customer whose utility consumption appears to the customer to be abnormally high may request the utility to provide assistance in identifying the factors contributing to this usage pattern and to suggest remedial measures. The Utility shall provide assistance by discussing patterns of utility usage which may be readily identifiable, suggest that an energy audit be conducted (if available), and identify sources of energy information and financial assistance which may be available to the customer.

SECTION 3.6 - Customer Communications.

a. Utility Customer Service Representatives.

A Utility customer service representative charged with customer communication must give his or her name to the customer, whether communication is in person or by telephone. The representative must have immediate access to the most current detailed information available concerning the customer's account and previous contact with the Utility and shall be properly qualified and instructed in the screening and prompt handling of complaints.

b. Telephone and Other Contact Information.

The Utility's main telephone number 712-551-2565 is staffed during the business hours of 7:30 a.m. to 4:30 p.m., Monday through Friday (excluding holidays), to handle routine business questions and other communications. After hours utility emergencies can be found at this same number with contact information given for each utility.

c. Complaint Procedure.

Complaints concerning the charges, practices, facilities, or service of the Utility shall be investigated promptly and thoroughly. The Utility shall keep records of written complaints sufficient to enable review and analysis of its procedures and actions. Customers are required to submit previously unresolved verbal complaints in writing with the following information:

Name(s) of complainant.

Address(es) of complainant.

Telephone number(s) of complainant.

Nature of the complaint.

Relief sought.

Initial contact by a customer regarding a complaint shall be made with the customer service representative of the Utility. The complaint may be pursued with the appropriate supervisor or the appropriate manager, in that order, if the customer is not satisfied with the handling of the complaint.

A written complaint may be filed with the City Administrator as Hearing Officer if the customer is not satisfied with the supervisor or manager's handling of the complaint. The Hearing Officer shall then establish a hearing date of the complaint. A customer who is unable to travel need not appear before any Utility official described in this section to explain the nature of their complaint. They may do so by telephone, via e-mail, in writing, or in some other mutually agreeable fashion. During the hearing, each side may present information/evidence regarding his/her side of the issue.

The hearing officer shall weigh the facts in the case in accordance to the City of Hawarden service rules and Iowa Law with a written decision and any applicable findings. The hearing officer's decision may be appealed to the Iowa Utility Board as provided below. In the absence of the City Administrator the Mayor shall serve as the Hearing Officer.

If the Utility does not resolve the complaint, the customer may request assistance from the Utilities Division of the Department of Commerce by calling or writing: Utility Division, Department of Commerce, 350 Maple Street, Des Moines, IA 50319, telephone number (515)-281-3839 or 877-565-4450. Complaints involving policies or actions of the Utility that are regulated by the IUB may also be filed with the IUB in accordance with applicable regulations.

SECTION 3.7 - Customer Privacy.

The Utility shall abide by the limitations imposed upon operators in the use, collection and disclosure of personally identifiable customer information by the Privacy Act, FCC, IUB, and any other State or Federal Regulatory Agency.

a. Disclosure of Information.

The disclosure of personally identifiable customer information to a third party shall only occur, if the customer provides written or electronic consent in advance, or if disclosure is necessary to render communications services and related business activities, or if disclosure is required pursuant to a court order and the customer is notified of such order. In addition, these records may be available to employees, agents, and contractors of the Utility to install, market, provide, or audit utility services and to measure usage and customer satisfaction and to provide customers with information concerning utility-related products and services offered by third parties. Information may also be made available to suppliers and outside auditors to check our records whenever such audits are required; to attorneys and accountants on a continuous basis as necessary to render service to the Utility; to representatives of governmental taxing, or regulatory authorities in furtherance of our legitimate business activities; and to collection services if required to collect past due bills at such time as bills are submitted for collection.

b. Retention of Customer Information.

Retention of personally identifiable customer information shall be discontinued when it no longer serves a legitimate business purpose or required by law. Some documents such as work orders and involuntary disconnects shall be kept as required by law.

c. Involuntary Disclosure of Information.

Court ordered disclosure of personally identifiable customer information shall be provided to authorities.

d. Information Inspection.

Inspection of their own personal identifiable customer information shall be permitted during normal office hours. Customers shall have the right to request the correction of any inaccurate information they believe to be inaccurate.

e. Legal Remedies.

Customers shall have the right to seek all other legal remedies available to them.

Chapter 4 General Service Policies

4.1 General Utility Line Construction Methods:

a. Wire Installations on City utility Poles. No wire, cable, or other attachments shall be permitted on any City-owned pole without approval of the City of Hawarden, a pole attachment agreement, and the payment of rents as required by said agreement.

b. Excavations.

No excavation in any street, avenue, alley or public grounds for any pipe, wire, or other purpose shall be made without first notifying Iowa One Call at 811 or 1-800-292-8989. Notification shall follow Iowa One Call guidelines.

c. Protecting the Public. The contractor shall be fully responsible to provide, erect, and maintain at all times, until final completion of his/her work, suitable and requisite barriers, signs and warning lights as may be necessary to insure the safety of the public and shall assume full responsibility for all damages sustained by any person or property due to carrying on of his work. All contractors will be required to provide the City with proof in insurance.

d. Inspection of Lateral/Service Line. Before any service line pipe is covered for water or sanitary sewer it must be inspected by the Public Works Director or his designee. Any service pipe which fails to meet the requirements of these service rules, or any other ordinances of the City shall not be accepted and must be corrected, or such service will be not be provided or discontinued and the installer and owner will be subject to a municipal infraction.

e. Backfilling of Public Property. For backfill, only materials approved by the City shall be used. Pipes shall be backfilled completely under the pipe and along the haunches in uniform layers not exceeding six inches in depth up each side and up to a level of two feet over the top of the pipe. Above this backfill shall be laid and tamped in twelve-inch lifts. If located in the ~~street~~ **alley** surfaced area, the last 12-inch lift shall be **Iowa Class A** road gravel. Each layer placed shall be uniformly mechanically tamped and compacted, to eliminate the possibility of vertical or lateral displacement. This tamping shall be required the full depth of the trench in the public right of way. Paving materials and dirt/grass shall be renewed or replaced at the owner's expense to the same condition in the right-of-way as existed prior to construction. If a concrete street, the concrete shall be pinned into the adjoining concrete and shall match the existing grade and thickness of the street/sidewalk concrete with a minimum of 6" thickness for the street and 4" for a sidewalk. ~~A chip seal or hot mix repair for a non-concrete street shall be done by the city street department for a fee according to the schedule of fees.~~ **All**

non-concrete streets a minimum of 6” concrete shall be poured level with the existing street.

f. Interruption of Service. If the Utility deems it necessary, the Utility may temporarily interrupt utility service to any customer or group of customers for the purpose of making repairs, changes or improvements upon any part of the Utility’s system. When practical, scheduled interruptions will occur during a period of minimal usage or will be pre-arranged and advance notice will be given to the customer.

Meters - For Gas, Electric and Water Utilities.

a. Meter Ownership/ Installation - The utility shall install, own, and maintain a meter of a type appropriate to the nature of the service, for each applicable utility service. Each meter shall be fed with a single service line and means of shut off or disconnect. If more than one meter exists for a single account holder, at one location, the meters shall be billed as separate meters. Meters shall not be required, however, where consumption can be readily computed without metering or where the service is of a temporary nature and the cost of meter installation would be unreasonable. A meter seal shall be placed on all meters such that the seal must be broken to gain entry. Private meters up to the point of demarcation (Utility meter or RSU) are prohibited for any City utility service. Should a private meter exist, the City shall replace it with a utility meter at no charge to the account holder.

b. Individual Metering - Individual metering shall be required on multi-occupancy premises in which units are separated leased or owned, except that the utility may provide single meters for the following:

- (1) Service for central heating, cooling, water heating or ventilation systems;
- (2) Where individual metering is impractical, unreasonable or uneconomical as determined by the City of Hawarden;
- (3) Where sub-metering or resale was permitted prior to July 12, 1966; or
- (4) Where resale as an undefined part of a fixed rental or lease payment was permitted prior to January 1, 1979.

Separately metered utilities shall not be interconnected (i.e. two separate gas services being connected is prohibited).

c. Special Metering Installation - The utility reserves the right, at its option and expense, to place special meters or instruments on the premises of a customer for the purpose of special tests of all, or part, of the customer’s load or equipment or for remote or automated meter reading.

d. Meter Register - Where it is necessary to apply a multiplier to the meter readings, the multiplier shall be marked on the face of the meter register or stenciled in weather resistant paint upon the front cover of the meter. Customers shall have continuous visual access to meter registers at the meter except where the utility has experienced vandalism to windows in the protective enclosures, where access would create a safety hazard, or where access to tenant metering installations is restricted by a building owner.

e. Meter Testing - All meters and associated devices shall be inspected, tested, adjusted and certified to be within an allowable tolerance of error, prior to being placed in service. Subsequent periodic testing shall be in accordance with the schedules and tolerances required by the manufacturer, as can be accomplished by Utility personnel. Customers requested tests shall be provided in accordance with section 3.6 "Customer Services" of these service rules.

f. Meter Location - All meters shall be located in a proper, handy and accessible place approved by the City of Hawarden. For new homes and businesses, gas and electric meters shall be outside the structure. Water meters shall generally be inside the home, in basement if possible. However, the meter may be located outside a building, provided the account holder shall furnish and install at his/her expense a meter box, approved by the Water Supervisor, with proper extension dial near the surface of the ground.

Utility Line Extensions/Relocations/Modifications.

a. Main/Distribution System Line Extensions - The utility shall make all standard utility main/distribution line extensions in accordance with terms and conditions established by resolution of the City Council. The main distribution system will be constructed along existing public roads, streets and alleys and, where practical, along the rear of the customers lot. Underground or overhead construction shall be established within the terms and conditions established by resolution of the City Council.

b. Lateral/Service Line Extensions - Water and Sewer Service lines up to the main including the tap in connection are the responsibility of the customer. Electric, Gas and Telecommunications lines shall be the responsibility of the City. The route of all service line extensions and location of the any meters will be determined by the City, working with the property owner.

c. New Sub-Divisions - The utility must approve plats for any new sub-divisions. Line extensions to the newly plotted and approved subdivisions of two or more lots may require an aid in construction by the owner or developer. The amount of the aid shall be established by resolution of the city council and shall be based upon actual construction cost.

d. Special Underground Service - The utility may, upon request of a customer, provide underground service to a customer currently being served with overhead service. In providing such service to residential or non-residential customers, the utility shall construct, own, and maintain all facilities up to and including the meter and meter socket or RSU for telecommunication service. The customer shall be responsible for the cost of converting from overhead service to underground service on his/her facilities. The utility shall convert said services as time and resources permit.

The utility may, upon its choice, install underground service to a customer. The cost of installing underground service from overhead to underground for the utility services would be paid by the utility in this case, including hiring an electrician or utilizing City staff to convert the owner facilities. This shall not apply to utilities not owned by the City.

e. Non-residential low use extensions - Low use utility service at sites where no residence exists, such as but not limited to services for isolated water pumps, cribs, drier, feedlots, garages and so forth may require a contribution in aid of construction equal to the total cost of installing service as determined by the Public Works Director.

f. Temporary Line Extensions - Where service is likely to be temporary or where it is provided on an emergency basis, the utility may require a contribution in aid of construction equal to the total cost of installing and removing the service, less the cost of reusable materials. Any deposit in excess of actual cost will be refunded. Utility may also require a customer deposit pursuant to Chapter III, Section 1 of these service rules for any estimated usage.

g. Line Extension Costs -The Utility will construct broadband hybrid fiber optic and coaxial cable facilities at its own cost to all areas of the city when the density of homes meets or exceeds ten homes within 1,320 cable-bearing strand feet. When a service extension is requested in an area of the city in which the required density of homes is not met, the Utility will absorb the first \$100 per customer of the extension cost. The Utility reserves the right to require payment in advance for the customer's portion of the line extension cost. Construction of line extensions will be completed promptly, and no later than six months after the date service was requested. Nothing in this policy statement shall prohibit the Utility from constructing facilities in new housing developments or other areas of the City, whether or not the density test is met, if in the sole judgment of the Utility such construction will facilitate the efficient future expansion of services.

h. Relocation of Utility Facilities - In those cases where the relocation of Utility facilities is mutually beneficial the cost may be shared on a basis agreeable to the customer or property owner and the Utility. Only authorized employees may remove, cut, raise or change any facilities belonging to the Utility. The customer or property owner shall reimburse the Utility for the cost of relocating its facilities under the following conditions:

1. Structural changes in a building that will result in Utility facilities being damaged, inaccessible or unsafe.
2. Modifications for the convenience of a customer or property owner, which in the judgment of the Utility does not result in mutual benefits.

Chapter 5 Specific Service Policies

5.1 Electric Supplemental Service Policies.

a. Service Characteristics

The electric utilities shall make available throughout its service area electric service of a character determined by the utility to meet the needs of the customer. The standard service available to meet this obligation is 120/240 nominal voltage, 60Hz alternating current, single phase, ~~400~~ 200 amps or less, supplies via either overhead conductor or underground conductor as the utility chooses. In supplying this service, the utilities shall construct, own and maintain all facilities up to, the premises. Where the utility chooses to install underground conductor in supplying standard electric service, the utility shall construct, own and maintain all facilities up to and including the meter socket and meter. In all standard service extensions, the utilities shall furnish, own and maintain the meter socket and meter.

Other service connection, including three phase service and service at primary voltages, are available at the option of the Utility and may require a contribution in aid of construction or an advance for construction cost. Terms and conditions of customers' participation may be established by the city council. The City Council may waive the

costs if in the public interest. Such waivers, when entered in the minutes of the City Council, shall not be considered a discriminatory practice.

b. Engineering Practices.

Facilities of the Utility shall be constructed, installed, maintained, and operated in accordance with acceptable good engineering practices in the electric industry to assure – as far as reasonably possible – continuity of service and safety of persons and property. However, the utility shall not be held liable in actions arising from interruption or filtration in service.

The utility shall use and shall require compliance with applicable provisions of the publications listed below as standards of accepted good practice, unless otherwise ordered by the utility division.

1. Iowa electric safety code, as defined in 199IAC, Chapter 25 (476,476A,478).
2. National electric code, NFPA No. 70.
3. American standard code of electric metering, ANSI C12.
4. Operation and Maintenance of Turbine Generators - ANSI Standard c50.30 -1972
5. Power Piping -ANSI Standard B31.1 1998.
6. U.S.A standard requirements for instrument transformers, ANSI C57.13.
7. American national standard requirements for electric analogue indicating instruments, ANSI C39.1.
8. American national standard requirements for direct – acting electrical recording instruments (switchboard and portable types), ANSI C39.2.
9. American national standard voltage ratings for electric power systems and equipment (60 Hz), ANSI C84.1.
10. Grounding of industrial and commercial power systems, ANSI C114.1.
11. **National Electric Safety Code ANSI C2**

Reference to the publications listed above shall be deemed to be the latest addition or revision as the accepted version of the utility division as a standard of good practice.

c. Special Condition of Service.

Except for facilities defined in 2.1 of these service rules as a responsibility of the utility, the customer shall be responsible for all wiring and electrical equipment on his or her premises. The installation and maintenance of the customer's facilities shall be consistent with the standards imposed by Section 4.3b of these service rules, the special conditions of this section, and any other applicable statute and administrative law. No inspection or approval of the customers compliance with this section by the Utility or other agents of the municipal government shall construed to impose any duty or liability on the Utility but shall be considered solely for the purpose of insuring protection of the Utilities' property and continuity of service to the customers of the Utility.

d. Requirements of Electric Motors.

All installation of power loads on Utility systems shall conform to the safety rules set forth in the Iowa electric safety code and national electric code. It is the customer's responsibility to follow these rules.

(1). Customers are required to provide suitable protective device so that the motors and equipment will be protected from damage and from improper or dangerous operation in case of overload, loss of voltage, low voltage, single phasing of poly-phase motors, or re-establishment of nominal service after any of the above. The utility is not responsible for motor damage caused by any of the above conditions.

(2). No motor in excess of 7 ½ horsepower shall be installed without application by the customer and the express approval of the utility. All motors 10 horsepower or larger

must have capacitors installed. All motors 50 horsepower or larger must have low voltage or split-wound motor starters.

e. Corrective Equipment.

Welders, hoists, corn dryers and other equipment, which use electric intermittently or which cause rapid load fluctuations, shall be installed and used in such a manner as to not adversely affect voltage regulation or impair the Utility service to other customers. When such equipment creates a detriment to the service of other customers or to the Utilities' use of its own equipment, the customer shall be required to install and maintain, at his or her own expense, suitable corrective equipment to eliminate the detriment effects.

f. Arc Welding Installations. In ~~60~~ 100-amp meter loops, the Utility shall approve for use on its lines only the welders meeting N.E.M.A. standards, with power factor correction, operating at 230 volts, and a nominal of 180 output current. On meter loops with capacity in excess of ~~60~~ 100 amps, higher rated welders may be installed by obtaining special permission from the Utility.

g. Security Lighting.

~~Security lighting is available to all customers receiving normal electric service at a cost established in the rate table in Chapter 6. The rate shall include materials, installation, maintenance, and electricity.~~

g. Large Power Contracts.

The Utility may supply large power service users, greater than 1500kwh, pursuant to provisions of a written contract.

h. Distributed Generation.

Customers may apply for an interconnection agreement to install wind and solar generation. The two levels of generation are < 40KW and 40KW-10MW. All installation cost will be at the expense of the customer to include a new bi-directional meter provided by the city. All usage will be non-net metered. Any KWH supplied back into the city distribution system will be purchased by Missouri River Energy Services at a standard rate set yearly. Terms and conditions can be requested at the city office 1150 Central Avenue.

5.2 Supplemental Gas Service Policies.

a. Service Characteristics

The Utility shall make available, throughout its service area, gas service of a character determined by the Utility to meet the needs of the customer and subject to limits of the Utility's gas supply. Standard gas service is gas having an approximate heating value of 1000 British thermal units (BTU) per cubic foot at a pressure approximately 4 oz./sq. inch at customer's piping. In supplying this service, the Utility shall construct, own, and maintain all facilities up to and including the meter and meter outlet.

Other service connections, including service at higher pressures are available at the option of the Utility and shall require the customer to be responsible for the total cost of construction.

b. Engineering Practice.

Facilities of the utility shall be constructed, installed, maintained and operated in accordance with accepted good engineering practice in the gas industry to assure – as far as reasonably possible – continuity of service and safety of persons and property.

However, the Utility shall not be held liable in actions arising from interruptions or fluctuations in service.

The utility shall use and shall require compliance with applicable provisions of the publications listed below as standards of accepted good practice, unless otherwise ordered by the Commission.

Code of Federal Regulation, Title 49, Part 191 – Transportation of Natural and Other Gas by Pipeline: Reports of Leaks, Part 192 – Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards, in so far as the same may be applicable, and as said regulations may be hereafter amended or modified by the Department of Transportation, United States of America.

NFPA 501 Standards on manufactured housing

GNFPA 54 - National Fuel Gas Code Book

NFPA 501A Standards for Fire Safety, Criteria for Manufactured Home installations, Sites and Communities.

References to publications listed above shall be deemed to be the latest edition or revision accepted by the Utility Division as a standard of good practice. Additional guidelines of good practice are located in IAC section 19.5 (2) as other standard, which are not formally adopted herein as Hawarden standards.

c. Special Conditions of Service.

Except for facilities defined in section 4.2a of these service rules as a responsibility of the Utility, the customer shall be responsible for all gas piping and appliances on his or her premises. The installation and maintenance of customer facilities shall be consistent with standards imposed by section 4.4 b of these service rules and other applicable statutory or administrative law.

No inspection or approval of a customer's compliance with this section by the Utility or other agent of the municipal government shall be construed to impose any duty or liability on the Utility but shall be considered solely for the purpose of ensuring protection of the utility's property and continuity of service to customers of the Utility.

d. Gas Appliances.

Each gas appliance shall bear a nameplate showing the manufacturer's name and the seal of approval of either American Gas Association or Underwriters Laboratories. Appliances without nameplate data must be approved in writing by the municipality prior to being connected to the gas system.

e. Gas Contract Service.

Gas service for large volume users may be supplied under terms and conditions of a written contract.

f. Interruptible Gas Service. Interruptible gas service is not available.

~~g. Gas Transportation Services.~~

~~—(1) The customer shall have the following responsibilities:~~

~~(a) The customer shall inform the Utility of the type of utilization the transported gas shall be used for and it their requirements will be met fully by the transportation gas.~~

~~(b) The customer shall furnish the Utility with a statement guarantee that the gas being transported is of pipeline quality.~~

~~(c) The customer shall furnish the Utility, Superintendent of Public Works, the name of a contact person, if the need for communication arises.~~

~~(d) The customer shall notify the Superintendent of Public Works volumes to be purchased 24 hours before delivery. The customer will be requested to limit volumes~~

~~received under this service to the quantity nominated the previous day. The Hawarden municipal gas system shall be notified immediately if any changes occur in the transportation volumes.~~

~~(e) If the customer does not use all of the transported volumes from 9:00am to 9:00am (24 hours), the amount of unused gas becomes the property of the Utility. This is due to the fact that the Utility needs to serve its customers on a 24-hour basis and does not have storage facilities.~~

~~(f) If the customer transports any of his requirements for certain utilization, the Hawarden Municipal Utilities has no obligation to reinstate them as a customer. However, upon written request, the City Council may reinstate the customer, if and when the gas supply is secured.~~

~~(g) If the customer serves their needs by transported gas, it is their responsibility to secure an alternate supply agreement.~~

~~—(2) The Utility shall have the following responsibilities:~~

~~(a) The Utility will furnish the customer with a method of contact for inquiries.~~

~~(b) The Utility will maintain all distribution equipment, including metering.~~

~~(c) The charges for additional capacity or new installations utilizing this service shall be billed to the customer.~~

~~(d) Should the customer experience an emergency supply situation and notifies the Utility of such, the Utility will endeavor to assist the customer. The cost associated with such cases will be determined at that time.~~

SUPPLEMENTAL WATER SERVICE POLICIES.

a. Service Characteristics

The Utility will supply water that is approved and certified by the United States Environmental Protection Agency and/or the Iowa Department of Natural Resources. The water supply will be fluoridated and chlorinated as required.

b. Engineering Practice.

Facilities of the utility shall be constructed, installed, maintained and operated in accordance with accepted good engineering practice in the plumbing industry to assure – as far as reasonably possible – continuity of service and safety of persons and property. The Utility shall require compliance with applicable provisions Iowa Plumbing Code for service line construction as the standards of accepted good practice.

c. Water Line Tap.

The customer or plumber must make application with the City for a water tap prior to the installation of the water service. The City will make the water tap. The connection to the main shall be made with a regulation corporation cock supplied and installed by the City; no tap will be made in an eight-inch main larger than one inch; in a six inch main larger than one inch, and in a four inch main larger than three-fourths inch. All excavation in preparation for the tap and backfill after the tap is completed shall be the completed the owner or plumber.

d. Lateral/Service Line Costs Installations/Permits

The owner of a property to be served must assume the responsibility and bear the entire cost of the water service line, which runs from the water main to the building. All water services shall be installed to comply with the State Plumbing Code.

The water service line shall be owned, maintained and repaired by the property owner. These service lines include the piping, corporation at the main, curb stop, curb box and

meter valve. The Utility will not be responsible for the failure of any pipe or fixtures associated with the property owner's service line. All owners, at their own expense, must keep their service line (from the point of connection with the Utility's main to their premises) in good working condition. Any failure of the service line during normal operation by a Utility employee shall be repaired and paid for by the service line owner. **Owners of any curb stop, curb box found inoperable will be notified by the city to have it repaired within 60 days. After the given time the city will replace the curb stop, curb box at the owner's expense.**

No person shall lay pipe in connection with or to be connected to the city ~~sanitary-sewer~~ **water** system without first obtaining a permit from the Public Works Director

e. Lateral/Service Line Construction Materials/Methods

1. Material. Service pipes between the water mains and curb stop shall be of copper service tubing, known as Type K, soft temper, copper service tubing for use with either compression or flare fittings or continuous coiled ~~plastic~~ **poly pipe with mechanical connections rated at 200 PSI or greater** or Schedule 40 **PVC** or greater ~~PVC~~ with solvent weld joints. Three-fourths inch inside diameter shall be the minimum size used.
2. Connection to Corporation Cock. The connecting of the service pipe to the corporation cock shall be made with approved fittings, a goose neck bend shall be made at the corporation cock connection and due precaution shall be taken so as not to injure the tubing in the act of bending.
3. Curb Line Box - Each service line shall be a brass valve known as a curb stop cock; and a curb stop box, both stop cock and stop box to be of an approved type designated by the City. The curb stop cock and box shall be placed at the curb line or five feet outside of the property line or at a place designed by the Director of Public Works.
4. Depth of Lines. All service pipes shall be laid at least five feet below the surface of the ground and with sufficient waiving to allow two extra feet of pipe for every ninety-eight lineal feet of line, and in such a manner as to prevent damage by settlement. Where the length of service is less than one hundred feet between the corporation cock and curb stop the service shall be a single piece of copper tubing. The use of continuous coil pipe having joints therein is prohibited.
5. Meter Installation. The Utility will furnish, own, install and maintain all meters and meter connections through which service is supplied. The customer's meter size requirements shall be governed by the size of the service and determined by the Utility. All meters shall be placed on the service pipe, not to exceed two feet from a wall where the pipe enters the building and with the bottom of the meter at least 7-inches above the floor with a shut off valve between the meter and said wall. On services of 1-1/2" or larger, a shut off valve shall be installed on both sides of the meter. Multiple meter set ups shall be installed so that any one of the meters can be removed without interruption to the other multiple meter services. All the necessary piping for the meter installation and the house piping on the outlet side of the meter shall be furnished by the customer.

When meters are placed on a pipe connected to a boiler or other hot water apparatus, a relief valve must be placed between the meter and the boiler or hot water apparatus to protect such meter from the back pressure of steam or hot water. If a meter is damaged through negligence by excessive back pressure or freezing, the Utility shall charge the owner the total repair or replacement costs.

6. Meter Pits. Upon approval of the Utility, the customer may have his meters installed outside the building in a meter pit or vault constructed according to specifications established by City. The customer will be responsible for all construction and maintenance costs of the pit or vault.

7. Abandoned Water Service Lines. All water services that become obsolete because of the laying of new or larger services must be cut and shut off at the water main and reported to the Utility. When a building is to be torn down or moved, eliminating the need for a water service, the water service must also be cut and shut off at the water main. All expenses and work incurred in cutting and shutting the service off permanently is the responsibility of the owner.

8. Repair – Replacement. When a repair is necessary on an old service pipe and such repair shall indicate the necessity for the replacement of more than one-half of the service pipe, an entire new service shall be installed to conform with the rules and regulations for new service. If less than one-half requires replacement the new section shall conform to rules and regulations governing new services.

9. Water Leaks - With the exception of meter connectors and meter leaks, all internal leaks on the service line or building lines will be the responsibility of the owner to repair and pay for. The Utility will make the final decision as to responsibility of external leaks. If Utility excavation on a leak finds the property owner's line needing repair, work will cease, if practical, and the owner notified. All Utility expenses will be billed to the owner.

10. Irrigation Water Meters – Customers may request a water meter to be added to the irrigation system to subtract water not being used in the sanitary sewer system. The Utility shall furnish, own, install and maintain the meter with a monthly service fee set in the schedule of fees.

5.4 SUPPLEMENTAL SANITARY SEWER SERVICE POLICIES.

a. Service Characteristics

The Utility will accept and treat normal sanitary sewer waste per the requirements of the United States Environmental Protection Agency and/or the Iowa Department of Natural Resources. The normal sanitary sewer discharges will be treated as required by law. Large sanitary sewer users or those with special discharges requiring special or additional pre-treatment shall be handled on a case by case basis by contract with the City and IDNR.

b. Engineering Practice.

Facilities of the Utility shall be constructed, installed, maintained and operated in accordance with accepted good engineering practice in the sewer industry to assure – as far as reasonably possible – continuity of service and safety of persons and property. The Utility shall require compliance with applicable provisions of the Iowa Plumbing Code for service line construction as the standards of accepted good practice.

c. Sewer Line Tap.

The customer or plumber must make application with the City for a ~~water~~ sewer tap prior to the installation of the sewer service. The plumbing contractor will make the sewer connection/tap. All excavation in preparation for the tap and backfill after the tap is completed shall be the completed/paid for by the owner.8

d. Lateral/Service Line Costs Installations.

The owner of a property to be served must assume the responsibility and bear the entire cost of the sewer service line, which runs from the ~~water~~ sewer main to the building. All sewer services shall be installed to comply with the State Plumbing Code.

The sewer service line shall be owned, maintained and repaired by the property owner. This service lines includes the piping, and cleanouts. The Utilities will not be responsible for the failure of any pipe or fixtures associated with the property owner's service line. All owners, at their own expense, must keep their service line (from the point of connection with the Utility's main to their premises) in good working condition. Any failure of the service line during normal operation by a Utility employee shall be repaired and paid for by the service line owner.

No person shall lay pipe in connection with or to be connected to the city sanitary sewer system without first obtaining a permit from the Public Works Director. There is no permit fee for this connection.

e. Lateral/Service Line Construction Materials/Methods.

1. Material. Service pipes from the sewer mains onward shall be a minimum schedule 40 PVC or other approved pipe by the Utility. The pipe diameter of any service shall be a minimum of 4". Alternative materials may be used if approved by the City.

2. Pipe Laying. The laying of pipe shall be commenced at the lowest point, with the spigot ends pointing in the direction of flow. All pipe shall be laid with ends abutting and true to line and grade. They shall be carefully centered, so that when laid they will form a sewer with a uniform invert.

3. Minimum Pipe Slope. Pipe shall be laid accurately to the line and at a grade not less than one-eighth inch fall per lineal foot.

4. Depth of Lines. All service pipes shall be laid at least 42" feet below the surface of the ground.

5. Abandoned Sewer Service Lines. All sewer services that become obsolete because of the laying of new or larger services must be cut and shut off at the main and reported to the Utility. When a building is to be torn down or moved, eliminating the need for a sewer service, the service must be capped on the owner's property. All expenses and work incurred in cutting and shutting the service off permanently is the responsibility of the owner.

6. Repair – Replacement. When a repair is necessary on an old service pipe and such repair shall indicate the necessity for the replacement of more than one-half of the service pipe, an entire new service shall be installed to conform with the rules and regulations for new service. If less than one-half requires replacement the new section shall conform to rules and regulations governing new services.

f. Sanitary Sewer Connection Required. Every building intended for human habitation, occupancy, or use on premises abutting on a street, alley, or easement in which there is a public sewer within 500ft shall have a connection with the public sewer, unless such sewer is otherwise unavailable for use as determined by the City. Notice shall be given to those owners requiring them to make connections as it becomes available. If the connections are not made by the property owners within the time fixed in the notice, the City Council shall proceed with assessment proceeding to cause such connections to be made and the cost thereof shall to be assessed as a lien against the benefited property.

g. Private Sewage Disposal Systems. When public sewer is not within available within 500ft or otherwise unavailable for use as determined by the City, an individual sewage disposal system shall be installed. The individual sewage disposal system shall be found to be adequate and of an approved design as recommended by the Iowa State Department of Health in Appendix B Iowa State Plumbing Code. A sewer permit shall be required from the City and Sioux County Engineer. If and when such system has failed or once every 10 years, whichever shall occur first, the required connection to public sewer shall be re-evaluated according to the criteria above.

h. Damage to Building or Public Sanitary Sewer.

No person shall deposit by any means into the building sanitary sewer system any ashes, cinders, rags, inflammable, poisonous or explosive liquids, gases, oils or any other material which would or could obstruct, damage or overload the public sanitary sewer system.

i. Special Waste Disposal

Wastes detrimental to the public sewer system or detrimental to the functioning of the sewage treatment plant shall be treated and disposed of as found necessary and directed by the Director of Public Works.

j. Shared Sanitary Sewer Lateral.

Sewer laterals of 6 inch and smaller that service two or more property owners. These sewer lines are owned and operated by the property owners they serve, up to the point of connection to an 8 inch or larger sewer main. Where identified, such property owners shall be notified of responsibility to service and maintain the line. The property owner shall have the right to install a new sanitary sewer service to the city main at full cost to the homeowner.

5.5 TELEPHONE, CABLE, AND INTERNET

a. Telecommunications, Internet and Cable Television Service Characteristics.

The Communications Utility includes a 750-Megahertz broadband communications system that uses a hybrid fiber optic and coaxial cable distribution plant to provide fully interactive communications services.

b. Telecommunications and Cable Television Service Availability. These services will be made available to all prospective customers within the exchange boundaries and corporate limits of Hawarden, subject to the provisions governing line extension costs as noted in Chapter 4. Within the corporate limits of the City of Hawarden, the Utility will construct, own and maintain all facilities up to the delivery point at the subscriber's property, which is the RSU. Telecommunications services provided to customers located outside of the Hawarden City limits, but within the Hawarden telephone exchange boundaries, will be done so through a resale agreement with a local provider Hickory Tech, d/b/a Heartland Telecommunications. In areas in which service is provided through the resale agreement, all questions regarding service outages, service prices, account status, payment history, and all other service-related issues will be directed to the HITEC. Special Telecommunications Services will only be available at locations that meet operational criteria deemed appropriate by the HITEC.

c. Types of Services

1. Telecommunications Services. Telecommunications Services include basic and long-distance telephony services for residential and business customers, as well as

calling features and other miscellaneous services. Calling features include, but are not limited to, call forwarding, call forwarding – no answer, call forwarding - busy, call waiting, cancel call waiting, selective call rejection, speed calling, caller ID, call name and number block, 3-way calling, serial hunt, and voice mail. Miscellaneous services include, but are not limited to, non-published listing, additional directory listing, and telephone number change.

2. Cable Television Services. Cable Television services include basic and local analog service, digital base service, premium analog and digital channels, digital pay per-view and commercial, and bulk analog and digital services.

3. ~~E-Data Services~~ Internet/High Speed Internet. Hitec provides Internet/High Speed Internet services for residential and business customers. There are individual internet speeds and bundled service options to choose from. ~~The policies set forth in this document are meant not to apply to E-Data. E-Data services are offered through an agreement with ACS Networks. Utility is responsible only for the portion of installation occurring outside of the customer's home or business. All questions regarding initiation of service, quality of service, billing, account status, pricing, and all other E-Data or personal computer-related information should be directed to ACS Networks.~~

4. Special Telecommunications Services. Special Telecommunications Services include, but are not limited to, T1 point-to-point, Ethernet private point-to-point, private point-to-multi-point, public point-to-multi-point, point-to-point via fiber, and other serial interfaces for dedicated voice, video and data services. Prices for special telecommunications services are established by the Hawarden City Council, and the latest edition of approved price schedules are considered part of this document.

d. Engineering Practices

Facilities of the Utility shall be constructed, installed, maintained and operated in accordance with accepted good engineering practices in the telecommunications industry to assure, as far as reasonably possible, continuity of service, uniformity in the quality of service furnished, and the safety of persons and property. However, the Utility shall not be held liable in actions arising from interruptions or fluctuations in service. Also, the Utility shall not be held liable for damage to any customer or third-party equipment resulting from use of its service or from the presence of Utility equipment on customer's premises.

e. Ownership of Inside Wiring and Plant Installed in Customers' Facilities. All inside wiring is the property of the customer or property owner, regardless of who may have installed it. Customer or property owner will be responsible for the repair and maintenance of the inside wiring. All equipment including fiber optic cable, termination cabinets and all other equipment installed by the Utility in providing special telecommunication services shall remain the property of the Utility.

f. Right to Own Equipment.

Per Iowa law, customers have the right to provide and own terminal equipment and new inside station wiring; however, the service rate is the same whether or not terminal equipment is provided by the customer.

g. Prohibition Against Rebroadcast or Retransmitted Signals.

Cable television services (including all pay-per-view services) shall not be rebroadcast or retransmitted, nor shall admission be charged for viewing without written consent, in advance, from the Utility and the programming supplier(s). This consent may be withheld at the sole discretion of either the Utility or the programming supplier.

h. Digital Cable Television Services.

1. Digital cable television services include a five-base package (~~Variety, Sports, Spanish, Music, and Movies~~), as well as premium and Pay-Per-View services. All the basic digital cable television customers will be required to first subscribe to an analog cable television package before receiving digital service. ~~Those customers wanting to subscribe to the Spanish base package will need to subscribe to a minimum of the Local cable television package as their analog package. All other digital customers will be required to subscribe to the Basic analog cable television package. Should a subscriber to the Spanish digital base package and the Local analog package wish to subscribe to an additional digital base package or change the basic package subscribed to, subscriber will be required to upgrade his/her analog package to the Basic analog package.~~
2. Premium digital cable television services will be available to all digital service customers on an a la carte basis.
3. Pay-Per-View services will be available to all digital cable television customers. These services may only be ordered through the use of the remote control. Customers may order individual movies ~~and/or events or subscribe to “season” sports packages.~~ By ordering a movie/~~event or subscribing to a “season” sports package,~~ customer acknowledges and agrees to pay the applicable charge which is in addition to the basic monthly charge for digital, **and basic analog,** ~~and premium~~ cable television services.
4. Digital cable television customers will be subject to a \$100 credit limit on Pay-Per-View orders. When this limit is reached, Pay-Per-View access will be discontinued, and the customer will be notified of the amount of orders on his/her account. Customer will be required to pay the full amount of all Pay-Per-View orders (including all taxes and applicable fees) on the account before his/her Pay-Per-View access will be restored.
5. All digital cable television customers must rent one digital set top box for each television on which he/she wishes to receive digital services.

All digital cable television customers must enter into an agreement with the Utility obligating the customer to maintain a subscription to at least one digital base package and rental of at least one digital set top box for an initial period of six months. The agreement will also obligate the customer to pay specified replacement costs for his/her set top box(es) and remote control(s) should irreparable damage be caused to the equipment while in the customer's possession.

CHAPTER VI RATES AND FEES

SECTION 6. Utility Rates & Fees- For current Utility Rates **& Fees**, see City of Hawarden Utility Ordinances currently in affect at the Hawarden City Offices at 1150 Central Avenue.

SECTION 6.1 – Rate Classifications for Service - Where a rate distinction is made between various classes of service (i.e. residential and non-residential) the City shall generally attempt to classify the utility account by the categories listed below. It is possible to have multiple classifications for the same site depending on use.

a. Classifications of Service

Residential. To include single-family dwellings, multifamily dwellings, mobile home trailers and condominiums and other similar residential dwellings. This shall not include group homes, nursing homes, and common areas of the described uses.

Non- Residential/Business: To include stores, shops, offices, restaurants, schools, laundromats, dry-cleaning establishments, car washes, garages, service stations, rooming houses, dormitories, motels, hotels, hospitals, nursing homes, and processing plants and factories.

Non- Residential/Interdepartmental: Shall include all uses directly controlled by City and owned by the City taxpayers.

b. Interpretation of Classifications. When it is unclear what classification should be applied, the City of Hawarden (via the Public Works Director), shall at its sole discretion, determine the classification based on all available information, including but not limited to, the following:

1. Location of the service
2. Other services at the location
3. Most common use of the service
4. Similar uses by other customers and how those classifications were treated (precedent)
5. Quantity of usage of the service.
6. Whether the use is advertised as a business including business cards, phone book, etc.
7. Any other pertinent information

SECTION 6.2 Minimum System Support Charge Applicable. The minimum system support charges provided for in this Chapter shall apply to every account holder, per unit or site, as applicable in which an active account/service is maintained, even though no actual usage is generated or metered for the location. This shall not apply to disconnected or closed accounts.

SECTION 6.3 Liens for Nonpayment – The amount of utility usage owed at a particular location shall constitute a lien upon that property served by the specific utility, where permitted by law. Such amount owed shall be collected in the same manner as other taxes, if payment is not made when due.

RESOLUTION NO. 2019-31

Resolution Terminating Paying Agent and Registrar and Transfer Agent Agreements with Bankers Trust Company and Approving new Paying Agent and Registrar Agreement with BOKF

WHEREAS, the City Council of the City of Hawarden, Iowa (the “City”), has adopted certain resolutions (the “Resolutions”) duly authorizing and providing for the issuance of certain bonds, notes or other obligations (collectively, the “Outstanding Obligations”); and

WHEREAS, pursuant to the Resolutions, the City appointed Bankers Trust Company, Des Moines, Iowa (“Bankers Trust”), as the registrar and paying agent for the Outstanding Obligations and approved the execution of Paying Agent and Registrar and Transfer Agent Agreements (the “BT Agreements”) with Bankers Trust with respect to the Outstanding Obligations; and

WHEREAS, it has been proposed that the City take action to terminate the BT Agreements in order to transfer its registrar and paying agent services to BOKF, National Association, Lincoln, Nebraska (“BOKF”); and

WHEREAS, a new Paying Agent and Registrar Agreement (the “BOKF Agreement”) has been prepared for approval and execution by the City and delivery to BOKF;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Hawarden, Iowa, as follows:

Section 1. The City hereby terminates the BT Agreements. The City Clerk is hereby authorized to send an executed copy of this Resolution to Bankers Trust by regular mail or by email as soon as practical. Furthermore, the Mayor and the City Clerk are hereby authorized to execute such documents as may be necessary to carry out the termination of the BT Agreements. All action heretofore taken by the Mayor and the City Clerk in this regard is hereby ratified and affirmed.

Section 2. BOKF is hereby designated as the Registrar and Paying Agent for the Outstanding Obligations. The City shall enter into the BOKF Agreement with BOKF covering services for the Outstanding Obligations, in substantially the form as has been placed on file with the City Council; the Mayor and City Clerk are hereby authorized and directed to sign the BOKF Agreement on behalf of the City; and the BOKF Agreement is hereby approved.

Section 3. To the extent that the City has continuing disclosure requirements pursuant to Rule 15c2-12 of the Securities Exchange Act relative to the Outstanding Obligations, the City will cause a notice of the assignment of the Agreements to be posted on the MSRB Electronic Municipal Market Access (EMMA).

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved June 26, 2019.

ATTEST:

Ricard R. Porter, Mayor

Michael DeBruin, City Administrator/City Clerk

RESOLUTION NO.2019-32

Resolution to fix a date for a public hearing on proposal to enter into an Electric Revenue Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$2,950,000

WHEREAS, the City of Hawarden (the “City”), in Sioux County, State of Iowa, did heretofore establish a Municipal Electric Utility System (the “Utility”) in and for the City which has continuously supplied electric service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its \$2,890,000 Electric Revenue Improvement Bonds, Series 2015, dated May 5, 2015 (the “Series 2015 Bonds”), a portion of which remain outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its \$2,655,000 Electric Revenue Refunding Bonds, Series 2016, dated October 27, 2016 (the “Series 2016 Bonds”), a portion of which remain outstanding; and

WHEREAS, pursuant to the resolutions (the “Outstanding Bond Resolutions”) authorizing the issuance of the Series 2015 Bonds and the Series 2016 Bonds (hereinafter together referred to as the “Outstanding Bonds”), the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Bonds under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, the City now proposes to enter into an Electric Revenue Loan Agreement (the “Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$2,950,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of constructing improvements and extensions to the Utility (the “Project”), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Hawarden, Iowa, as follows:

Section 1. This City Council shall meet on July 10, 2019, at the Hawarden City Council Chambers, in the City, at 5:30 o’clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$2,950,000

(ELECTRIC REVENUE)

The City Council of the City of Hawarden, Iowa, will meet on July 10, 2019, at the Hawarden City Council Chambers, in the City, at 5:30 o'clock p.m., for the purpose of instituting proceedings and taking action to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$2,950,000, for the purpose of paying the cost, to that extent, of constructing improvements and extensions to the City's Municipal Electric Utility System.

The Loan Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation but, together with the City's outstanding Electric Revenue Improvement Bonds, Series 2015, dated May 5, 2015; Electric Revenue Refunding Bonds, Series 2016, dated October 27, 2016; and any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Municipal Electric Utility System of the City.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Hawarden, Iowa.

Michael DeBruin
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately \$2,950,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved this June 26, 2019.

Ricard Porter, Mayor

Attest:

Michael DeBruin, City Clerk

••••

On motion and vote, the meeting adjourned.

Ricard Porter, Mayor

Attest:

Michael DeBruin, City Clerk

RESOLUTION NO. 2019-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWARDEN, IOWA, APPROVING THE PLANS, SPECIFICATIONS, AND FORM OF CONTRACT FOR THE WASTEWATER FACILITY IMPROVEMENT PROJECT.

WHEREAS, the City of Hawarden is planning a Wastewater Facility Improvement Project to the existing Wastewater Facility in the City of Hawarden.

AND WHEREAS, a public hearing was held on June 26, 2019 in the City Council Chambers in Hawarden, Iowa at 5:30 p.m. concerning the proposed drawings and specifications, proposed form of contract and estimate of cost for the Construction of the Wastewater Facility Improvements for the City of Hawarden.

AND WHEREAS, the work proposed for would include reconstruction or rehab of the current wastewater treatment facility to include a new blower room, controls, recoating the tanks, adding generators as well as other major upgrades to the facility at a projected cost of \$3,179,000.

NOW THEREFORE, be it resolved by the City Council of the City of Hawarden, Iowa, that the plans, specifications and form of contract are approved for Wastewater Facility Improvement Project in the City of Hawarden, Iowa all in accordance with the terms and conditions as set forth in the Notice of Public Hearing and Letting.

PASSED, APPROVED AND ADOPTED this 26th day of June, 2019

Ricard Porter, Mayor

ATTEST:

Michael DeBruin, City Clerk

RESOLUTION NO. 2019-34

**AWARDING CONTRACT FOR CONSTRUCTION OF THE WASTEWATER
FACILITY IMPROVMENTS**

WHEREAS, The City Council of the City of Hawarden has let bids for labor and materials for the upgrade of the wastewater treatment facility in Hawarden, Iowa, and;

WHEREAS, Hoogendoorn Construction, Inc submitted the lowest responsive responsible bid and it is in the best interests of the City that this bid be accepted;

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Hawarden, Iowa, that the bid of \$2,884,000 is approved and accepted and the City Administrator and Mayor are authorized to enter into a contract for construction as follows:

Hoogendoorn Construction, Inc in the amount of \$2,884,000.00

PASSED AND ADOPTED THIS 26th day of June 2019

Ricard R. Porter, Mayor

ATTEST:

Michael DeBruin, City Administrator/City Clerk



June 25, 2019

Mike DeBruin
City Administrator
City of Hawarden
1150 Central Avenue
Hawarden, Iowa 51023

Re: Engineer's Recommendation of Award
Wastewater Treatment Facility Improvements

Dear Mr. DeBruin:

Bids were received for the Wastewater Treatment Facility Improvements Project on Monday, June 24th at Hawarden City Offices in Hawarden, Iowa. Attached to this letter is a complete tabulation of the bids received for the project. This letter provides our recommendations for award.

There were four (4) bids received for this project that varied from a low bid of \$2,884,000.00 from Hoogendoorn Construction, Inc. of Canton, South Dakota to a high bid of \$3,486,700.00 from King Construction of Wall Lake, Iowa. All bids were determined to be responsive. Our estimate for this project was approximately \$2,600,000.00.

The low bid was approximately 13% over our construction cost estimate for the project. Based on several conversations with contractors, due to slow construction progress in the last year due to weather, many contractors are finishing up work that was supposed to be completed last year and are not immediately looking for work.

Based on the spread of the four bids received, we believe that the bids reflect the actual cost of the project in the current bidding environment. We believe that the current timeline to complete the project is adequate and rebidding the project without changes to the project scope would likely not yield substantially lower bids.

The Bid Form also required the bidders to list all major subcontractors. Hoogendoorn has indicated that they will be using the following:

Process:	Industrial Process Technology	Mitchell, SD
Electrical:	Holstein Electric, LTD	Holstein, IA

DGR Engineering has completed multiple water and wastewater treatment facility projects with Hoogendoorn in the past. Hoogendoorn has indicated that they will be using Industrial Process Technology (IPT) for the process related components and Holstein Electric as the electrician for the project. DGR has worked with IPT on several projects, both as a general contractor and as a subcontractor. DGR has also worked with Holstein Electric on previous water and wastewater treatment facilities projects. Based on our previous experience with Hoogendoorn, Industrial

Process Technology, and Holstein Electric, we feel that they are all capable of completing this type of work.

It is important to note that contingencies should be budgeted for complex construction projects such as this one. Upon review of DGR's past water and wastewater treatment related construction projects, change orders have typically ranged from less than 1% to 4% of the original contract price. Based on our previous experience, we feel that a contingency budget of approximately 5% is appropriate for this type of project.

In Summary, the low bidder appears to be responsive and responsible, and we recommend the Award of the project to Hoogendoorn Construction, Inc. of Canton, South Dakota for the Base Bid amount of \$2,884,000.00 contingent upon Environmental Review clearance. It has been indicated by Iowa DNR that a Categorical Exclusion has been issued for the project and as long as there are not relevant objections during the 30-day public notice, the Environmental Review will be complete.

Sincerely:

DGR Engineering

Sam Johnson, P.E.
Project Manager

Bid Tabulation
Wastewater Treatment Facility Improvements Project

City of Hawarden
1150 Central Avenue
Hawarden, IA 51023



DGR Engineering
1302 South Union Street
Rock Rapids, IA 51246

Letting: June 24, 2019 @ 2:00 P.M.

DGR Project No. 817950

Bid Security			10% Bid Bond		10% Bid Bond		10% Bid Bond		10% Bid Bond			
Bidder and Address			Hoogendoorn Construction 47895 US Highway 18 Canton, SD 57013		Grundman-Hicks, LLC 1222 S. 2nd St. Cherokee, IA 51012		Christiansen Comm. Cont. 210 Main St., PO Box 339 Pender, NE 68047		King Contracting, LLC PO Box 369 Wall Lake, IA 51466			
Item No.	No. of Units	Description	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Job	Rehabilitation of existing wastewater treatment facility, including aeration equipment, clarifier covers, structural insulated panel buildings, coating application, electrical, generation equipment, instrumentation, controls, site work, and other miscellaneous appurtenant work, lump sum	L.S.	\$2,870,000.00	L.S.	\$2,861,400.00	L.S.	\$2,995,000.00	L.S.	\$3,340,700.00	L.S.	
2	40	Miscellaneous unforeseen grinding and welding for clarifier mechanisms, including material and labor, per hour	100.00	4,000.00	200.00	8,000.00	106.00	4,240.00	450.00	18,000.00		
3	320	Liquid sludge disposal, per 1,000 gal.	31.25	10,000.00	405.00	129,600.00	425.00	136,000.00	400.00	128,000.00		
TOTAL BASE BID				\$2,884,000.00		\$2,999,000.00		\$3,135,240.00		\$3,486,700.00		

RESOLUTION NO 2019-35

Approval of a New Solid Waste Collection and Disposal Contract with Orange City Sanitation

Whereas, the City of Hawarden had a contract with K & P Services, dba Independence Waste to provide solid waste collection and disposal services for the City of Hawarden, and;

Whereas, the current contract with K & P Services, dba Independence Waste, was mutually terminated before the contract was completed, and;

Whereas, Orange City Sanitation has agreed to provide solid waste collection and disposal for the City of Hawarden residential customers under a new two-year contract, renewable for a third year upon mutual consent, with said contract beginning on July 1, 2019 and ending on June 30, 2021, unless extended for one more year.

Now, therefore, be it Resolved by the Hawarden City Council to enter into a two-year contract with Orange City Sanitation of Orange City, Iowa to provide solid waste collection and disposal services for the City of Hawarden to begin on July 1, 2019 and end on June 30, 2021.

Passed and approved this 26th day of June 2019

Ricard R. Porter, Mayor

ATTEST:

Michael DeBruin, City Administrator/City Clerk

CITY-WIDE SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT

Whereas the City provides for the collection of all residential solid waste in the City and at its discretion may provide the collection service by contracting with a person, persons, county, or other city or a combination thereof, for the entire city or portions thereof, as it deems to be in the best interests of the City. And whereas the City deems it to be in its best interests to enter into a contract with Contractor to provide for the collection of all residential waste in the City and Contractor desires to provide said service, it is therefore agreed as follows:

1. Parties. The parties to this agreement are Orange City Sanitation, whose address for purposes of this agreement is 710 Ohio Ave SW, Orange City, IA 51041, herein referred to as Contractor and the City of Hawarden, a political subdivision of the State of Iowa, whose address for purposes of this agreement is 1150 Central Avenue, Hawarden, Iowa 51023, herein referred to as “City”.

2. Purpose. The purpose of this agreement is to provide the residents of Hawarden the most economical, efficient, safe and sanitary collection and disposal service solid waste and recyclable materials and insure the availability of services for institutional commercial, industrial and business establishments.

3. Duration. The term of this agreement shall be for a period of three years commencing at 12:00 a.m. on July 1, 2019 and terminating at 12:00 a.m. on June 30, 2021. The contract may be extended an additional one year by written mutual agreement of City and Contractor. If Contractor desires to extend this agreement Contractor will provide City with ninety days written notice prior to June 30, 2021.

4. Independent Contractor. Contractor is an Independent Contractor and this agreement is for services performed and in no way is intended to mean that Contractor or its agents are employees of the City. At its own expense, the contractor shall obtain and maintain in effect. all necessary licenses and permits and remain in compliance with all applicable ordinances, laws, rules and regulations. It is the responsibility of the contractor to obtain and review all applicable City of Hawarden ordinances

5. Incorporation of Chapter 105 and Chapter 106. Except as stated in subparagraphs a, b and c of this section, the provisions of Chapter 105 and Chapter 106 of the Hawarden Municipal Code including amendments thereto and revisions thereof and regulations promulgated pursuant thereto, which pertain to solid waste collection and disposal, are specifically incorporated herein as if the same were fully set forth, and shall be a part of this agreement and binding on the parties. Additional terms included in this agreement shall wherever

possible be construed to avoid conflict with the aforementioned ordinances and regulations but, in the event of conflicting terms, the ordinances and regulations shall control.

a. The parties specifically acknowledge that the monthly garbage rates as set forth in the Hawarden City Code and amendments thereto, are not a part of this agreement. The City shall from time to time establish residential garbage collection rates the amounts of which shall be independent of the amounts due the Contractor under the terms of this agreement.

b. The parties specifically acknowledge that this agreement does not cover the collection of commercial solid waste from institutional commercial, industrial or business establishments. However, in further consideration for the benefits of this agreement, Contractor agrees that upon the request of any of the aforementioned establishments or upon Contractor's own initiative, Contractor will offer collection and disposal of commercial solid waste to those establishments located in the City or connected to City utilities. Contractor warrants that the level of services provided and charges for such services will be negotiated in good faith, that it will not discriminate between similarly situated establishments, and that the charges will be directly related to the recovery of the actual costs of providing such service plus a profit factor comparable to the profit realized upon the provision of residential collection services under the terms of this agreement. Contractor also agrees that disputes regarding service to commercial customers shall be resolved under the procedure provided in section 14 of this agreement. City shall have no responsibility for the billing or collection of fees for services provided by Contractor to commercial accounts.

c. Nothing in this agreement shall prohibit City from charging commercial accounts a direct fee separate and in addition to Contractor's fee for costs the City incurs and services which it provides as a result of its solid waste management program.

6. Amendments and Regulations. Revisions and amendments to ordinances and regulations implementing this agreement, which are not inconsistent with this agreement may be adopted from time to time by the City through its regular procedures.

7. Scope of Services. The contractor shall at its sole cost and expense, provide all management, supervision, personnel, materials, equipment and supplies necessary to provide collection and disposal services for residential solid waste, bulky item pickup and special collections in accordance with the following requirements:

a. The contractor shall collect all items of solid waste which have been properly placed in regulation containers, plastic bags, bundles, etc., and normally generated by the households served. The City will be responsible for all billing to each household and for collection of monies for the collection and disposal of solid waste.

- b. Contractor shall employ sufficient staff and use and have possession of sufficient equipment necessary to fulfill the collection activities in a timely manner. Solid waste materials will be collected on a weekly basis 5 days of the week as noted on the map attached as “EXHIBIT A”.
- c. Bulky items such as furniture, and other large items such as carpet shall be collected and billed by the contractor on an on-call basis. The contractor shall be responsible for all scheduling and follow-up. For the bi-annual clean ups, the contractor shall coordinate this program annually with the Director of Public Works.
- d. The contractor shall extend collection services to new homes in the City at the contract price. The City will be initially responsible for identifying eligible residences to the contractor. Subsequent to implementation, the contractor will be required to add eligible residences throughout the contract. The City will cooperate monthly with the contractor to provide locations of new/added homes.
- e. Where the contractor has reason to leave solid waste uncollected at a residence, he or his agent shall inform the City and the resident either by telephone, or in person, on the same day as regularly scheduled collection as to why the particular waste was not collected.
- f. Collection areas must be left free and clean of all solid waste and recyclables by the contractor after the collection. Contractor shall also ensure that equipment is in good repair so as not to leak system fluids on to the roadway.
- g. Failure to complete a daily route without a reason acceptable to the City shall result in liquidated damages being imposed upon the contractor totaling two percent of the monthly contract value or \$100, whichever is greater, per day for each calendar day that a route has not been completed. Failure to complete a daily route will be determined when more than five percent of the homes scheduled for collection on that day are missed by the contractor.
- h. The contractor will be responsible for responding to all claims of damages to personal property with homeowners who allege such damages were caused by the contractor or the contractor’s personnel while in the performance of the contract. The contractor will respond to a complaint of damage within two days.
- i. Title to all solid waste and recyclables shall pass to the contractor when placed in the contractor’s collection vehicle, removed by the contractor from a residential container or removed by the contractor from the customer’s residence.
- j. The Contractor shall provide collection services for solid waste collection and from all City facilities in the City at locations and frequencies as noted in ‘EXHIBIT B’ at no additional charge. The Contractor shall provide large capacity containers equal in size to the containers already in use at each City facility. Containers will be kept in good repair. The Contractor shall further provide, and service porta pots as noted in “EXHIBIT B” at no additional charge.
- k. In the event that the City provides for fall and spring cleanup dates for

open dumping the Contractor agrees to provide and keep serviced for disposal dumpsters having a capacity of 40 yards or more and shall remove and empty them as filled. The charge per dumpster will be \$75.00 for the initial delivery of the dumpsters and \$250.00 per dumpster to pick-up at the clean-up site, haul to the landfill, and return to the clean-up site and the City shall be responsible for the tonnage charges of the landfill.

l. Waste storage containers, bags and/or bundles will be placed at the curbside for collection unless the household is approved for a special collection.

m. Normal collection days are anticipated to occur on weekdays. During weeks containing holidays or disruptive acts of God, Saturday collections may be needed to maintain the normal collection schedule. Solid waste shall be placed by the resident at curbside by 7:00 a.m. on the designated collection days. Collection of residential solid waste shall not start before 7:00 a.m. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and the Contractor.

n. No route changes will be allowed without the permission of the City. In the event a route change is necessary, the residents affected by the change will be given no less than 30 days written notice of the route change. During the 30 days prior to the change the Contractor shall publish notice of the change for two consecutive weeks in Hawarden Advertiser and Independent. All cost for publicizing approved route changes will be the responsibility of the Contractor.

o. The following holidays for purposes of this contract will be: New Year's Day, Memorial Day, and July 4th, Labor Day, Thanksgiving Day and Christmas day. The Contractor will suspend collection service on the holiday if such holiday falls on a collection day, but such determination in no manner relieves the Contractor of the obligation to provide collection service at least once per week. On the week of the observed holiday, scheduled collection day service shall be adjusted for the day of the week following the holiday, by a one-day delay.

p. Contractor shall provide the City of Hawarden with monthly record of tons of solid waste collected under the contract

8. Disposal Site. All solid waste shall be collected and transported to the Northwest Iowa Solid Waste Agency Landfill site in the vicinity of Hospers, Iowa. Disposal of such collected material, together with collateral operations necessary thereto, shall be the full and sole responsibility of the Contractor.

9. Presentation and Placement for Pickup. No later than 7:00 AM on the date of scheduled pickup, all residential solid waste shall be placed within ten feet of the street curb. Solid waste shall be presented in plastic bags or approved tapered containers. The weight of any individual article or container and contents shall not exceed sixty-five pounds.

10. Payment of Service Fee. Contractor shall be paid a monthly service fee for each billed dwelling unit out of a monthly charge determined and collected from each such dwelling unit in the City of Hawarden, Iowa. The number of billed dwelling units will be supplied to Contractor from the City's billing report. The service month shall run from the first day of one month to the first day of the following month. Payments for each such service month shall be due and payable on the 15th day of the calendar month following the service month. The City shall assume all uncollectible residential accounts.

11. Amount and Adjustments to Service Fee. The amount of the service fee paid to Contractor shall be \$13.35 per billed dwelling unit per month except as otherwise adjusted in accordance with this section.

a. **Gate Surcharge.** Upon written notice given to the City not less than thirty days prior to the first day of the service month for which an increase is requested, Contractor shall be allowed an increase in the amount of the service fee sufficient to cover actual costs associated with the increases in the gate charges paid by Contractor for disposal of the residential solid waste collected in the City. The amount of the increase shall be equal to thirteen percent (13%) of the amount of the increase per ton in the amount of the gate charges. For example, if the gate charges increase by one dollar per ton then the monthly service fee would increase by 13¢.

b. **Fuel Surcharge/Reduction.** Upon written notice and proof given to the City that the monthly average fuel price per gallon has exceeded the \$3.50 threshold the Contractor shall be entitled to begin to receive a fuel surcharge of \$.10 per gallon for every increment of \$.25 per gallon above the \$3.50 per gallon of diesel fuel at the Hawarden pumps. Likewise, a \$.10 decrease will occur if the above fuel price goes below \$2.50 per gallon for every increment of \$.25 per gallon. All of the above adjustments will reverse if diesel fuel prices do the same. To qualify for a fuel surcharge the Contractor shall be responsible to figure the monthly average fuel price per gallon and submit the same in the form of a report to City showing all calculations and with all paid fuel invoices attached no later than the 10th of the following month for which a fuel surcharge is requested. Similarly, the Contractor shall be responsible to give written notice to the City with the same documentation by the 10th of the month following any month in which the monthly average fuel price per gallon is under the \$2.50 threshold not later than the 10th of the month following any month in which the monthly average is less than \$2.50 per gallon and upon such notice the City shall be entitled to a reduction in the monthly charge to the City, also in accordance with the schedule.

12. Recycling Program. The City is presently sponsoring a recycling program. The Contractor shall operate a regular recycling pickup schedule in which recyclables at every dwelling unit shall be picked up at least twice per month. Contractor shall haul the recycling materials to the Northwest Iowa Area solid Waste Agency in the vicinity of Hospers, Iowa and report the tonnage to City.

13. Collections Equipment. The Contractor shall provide an adequate number of vehicles for regular collection services and sufficient back-up vehicles to provide uninterrupted service including seasonal variations and maintenance down times. The Contractor shall maintain all collection equipment in good repair and appearance at all times and free of excessive noise, odor, leakage of fluids or emissions. The Contractor's logo, telephone number and individual vehicle identification number shall be clearly visible. All vehicles shall be operated and maintained properly and kept in sanitary condition at all times. The Contractor shall take reasonable care to prevent damage to residential Waste storage containers during collection.

14. Public Complaint Resolution. Contractor shall maintain a toll-free customer assistance phone service at its local office within 75 miles of the corporate limits of Hawarden. Any and all complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. This includes alleged claims of damage to carts/toters or other personal property by the Contractor or his personnel while in the performance of this contract. In the case of alleged missed scheduled collections, the Contractor shall investigate and shall arrange for the collection of solid waste not collected immediately. The Contractor shall maintain a log of all complaints received and shall document all actions taken to resolve the complaints and times of such actions. The City shall be notified monthly in writing of all complaints and manner of resolution as part of the monthly reports submitted to the City. City shall form a Solid Waste Committee consisting of the Mayor and two councilpersons. Complaints from the public shall be addressed by this committee and after investigation and review, the decision of the committee shall be binding on the Contractor and customer.

15. Termination. In the event services are not performed as called for in this Contract City shall provide Contractor with written notice identifying the deficiencies. The Contractor shall then have fourteen days to correct all deficiencies and continue its performance under this Contract. If the deficiencies are not corrected within the time allowed, City may terminate this Contract and elect to have the services performed by others. If services are performed by others, the Contractor shall be liable for all costs to the City in excess of the

contract price for the remaining portion of the current contract period. The Contractor will be entitled to payment up to the termination date for services actually performed in conformance with this Contract. The Contractor will not be entitled to any damages Contractor may sustain for any anticipated loss of revenue on any cancelled portion of any contract. The Contractor's right to continue under the contract shall not be terminated nor the Contractor charged with damages if its performance was interrupted by extreme weather conditions or other acts of nature, public disturbance or acts of war. Mechanical failure of the Contractor's collection equipment is not considered to be a valid reason for nonperformance under the contract. However, the Contractor must recommence solid waste collection as directed by the City upon cessation of the cause for the interruption. After an interruption caused by severe and inclement weather or other disaster as noted in section 8 above, the Contractor must be prepared to complete all missed solid waste collection without unnecessary delays. Regular daily routes must be collected first on their normally scheduled day and missed portions following immediately. Failure to expeditiously attempt to catch up on missed collection routes may result in penalties as further defined in the contract

16. Insurance. General: The Contractor shall purchase and maintain insurance to protect themselves, the City, its agents, officers and employees against all hazards enumerated in the contract. The policy shall include the City, its agents, officers and employees as additional insured under the Contractor's policy. All certificates of insurance required therein shall state that thirty days written notice will be given to the City before the policy is cancelled or changed. All certificates of insurance shall be delivered to the City prior to the time that any operations under the proposed contract begin. All certificates of insurance shall be written by an insurance company authorized to conduct business in the State of Iowa.

- a. Insurance Requirements: The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the contract, whether such operations be by himself or by a sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 1. Claims under workers compensation, disability benefit and other similar employee benefit acts;
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's

employees;

3. Claims for damages because of bodily injury, sickness or disease or death of any person other than Contractor's employees;

4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

5. Claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom; and

6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle or the acts, conduct or fault of Contractor's operations.

b. Limits of Liability: The insurance required, shall be written on an occurrence form of policy for not less than any limits specified herein, or required by law, whichever is greater:

1. General Liability: \$1,000,000 combined single limit per Occurrence \$1,000,000 aggregate

(including contractual independent Contractors, broad form property damage, personal injury, underground explosion, collapse hazards, in addition, coverage for punitive damages)

2. Automobile Liability: \$1,000,000 combined single limit (including all owned, non-owned and hired autos)

3. Workers Compensation: Statutory Benefits
\$100,000 Coverage B

4. Umbrella Liability: \$2,000,000 combined single (applying directly in excess of above liability coverages)

c. Contractual Liability Insurance: The insurance required by paragraph 16b shall include contractual liability insurance applicable to the Contractor's obligations as follows:

1. The Contractor shall indemnify and hold harmless the City, its agents, officers and employees from and against all claims, causes of action, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of work, fault of the operation of the Contractor's services which claim, damages, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (2) is caused in whole or in part by a negligent act or fault or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

2. Any claims against the City, its agents, officers or employees by any employee of the Contractor, any sub-Contractor, or anyone directly or indirectly employed by any of them for whose acts any of them may be liable, the indemnification obligation under this section, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any sub-Contractor under workers compensation acts, disability acts or other employee benefit acts.

d. Notification in Event of Liability or Damage: Upon occurrence of any event or incident wherein a claim for damages or loss may arise, the Contractor agrees to provide a police report or otherwise forthwith notify the City in writing of such incident, the cause as far as can be ascertained, the estimate of loss or damage done, the names of

witnesses, if any, and stating the amount of the claim.

17. Authority. Orange City Sanitation warrants that execution of this Agreement has been authorized by its Shareholders and Board of Directors, Members and Managers or any and all other persons or entities whose authorization is required to make it effective.

18. Choice of Law and Venue. This agreement shall be construed in accordance with the substantive laws of the State of Iowa and any action concerning this agreement shall be tried in the District Court for the State of Iowa of Sioux County Iowa.

19. No Franchise. It is the understanding and intention of the parties that this agreement shall constitute a contract for the collection and hauling of solid waste and recyclables and shall not constitute a franchise and shall not be deemed or construed as a franchise.

20. Partial Invalidity. If any of the provisions of this agreement are held to be invalid or unenforceable, all other provisions of this agreement shall nevertheless continue in full force and effect so long as the original intent of the agreement remains valid.

21. Modification and Waiver. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as waiver of any subsequent default of the same or similar nature.

22. Assignment. As an inducement to entering into this agreement the City has relied upon the reputation and ability of Contractor and upon its prior experience with Contractor and it is therefore agreed that Contractor shall not assign any of its duties or performance under this contract to any other person or entity without the written consent of the City. Such consent shall not be unreasonably withheld.

23. Agreement to Bind Successors, Assigns, etc. Each and every promise and duty under this agreement shall be binding upon the respective successors, heirs, administrators, executives and assigns of the parties to this agreement.

24. No Jury Trial. All parties hereto knowingly, voluntarily and intentionally waive any right which they may have to a trial by jury in respect to any litigation, whether arising in law or in equity, under this Agreement or the subject matter hereof. No such litigation may be consolidated or in any way combined with any other action in which a jury trial has not been waived.

25. Entire Agreement. This agreement is the entire agreement between the parties and cancels all prior agreements whether written, oral or implied.

CITY OF HAWARDEN, IOWA

By _____
Ricard R. Porter, Mayor
Date Signed: _____

ATTEST:

Michael DeBruin, City Administrator/Clerk
Date Signed: _____

ORANGE CITY SANITATION, INC.

By _____
Brad Wielenga, President

By _____
Sandy Albers, Secretary

Date signed _____

ORDINANCE NO. 711
An Ordinance Amending Solid Waste Collection Rates

Whereas, Solid Waste disposal is an essential city service that the City of Hawarden contracts with another entity,

Whereas, the City of Hawarden has terminated its contract with Independence Waste and has found it necessary to enter into a solid waste contract with Orange City Sanitation,

BE IT ORDAINED by the City Council of Hawarden, Iowa as follows:

Section 1. Amendment. Chapter 113.08 of the Hawarden Municipal Code is hereby amended as follows:

SECTION 113.08 –Solid Waste Collection Rates.

1. Residential - \$17.50 per month
2. Commercial - \$4.00 per month
3. Additional Garbage Charges Above Base Rates - Additional garbage charges shall apply as provided for in the City’s Solid Waste Collection Contract.

Section 2. Repealer. All ordinances or part of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Severability. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof, not adjudged invalid or unconstitutional.

Section 4. Effective Date. This ordinance shall be in effect after its final passage, approval, and publication as provided by law and in accordance with the dates provided herein.

Passed and approved this 24th day of July 2019.

Ricard R. Porter, Mayor

ATTEST:

Michael DeBruin, City Administrator/City Clerk

First Reading June 26, 2019

Second Reading July 10, 2019

Third Reading July 24, 2019

I hereby certify that the foregoing Ordinance No. 711 was published in the Hawarden Independent, a newspaper printed and published and has circulation in the City of Hawarden, Iowa on the 25th day of July, 2019.

Michael DeBruin, City Administrator/City Clerk



Hawarden Police Department

Corey Utech- Chief of Police

1150 Central Avenue

Hawarden, Iowa 51023

Ph: 712-551-4440

Fax: 712-551-4431

Email: coreyu@cityofhawarden.com

June 21st, 2019

Vicious Dog owned by Robin Pritchard

On June 19th, 2019 at approximately 15:20 hrs, Law enforcement was dispatched to the 800 block of Avenue C in Hawarden, Iowa. Upon arrival, Officer Millikan was met by Joseph Minor and their minor child S.P. It was reported to Officer Millikan, that S.P. was walking his small dog on the street by 803 Avenue C when a white dog, breed alleged to be a pit bull, or mix, entered the street and attempted to attack S.P.'s dog. When S.P. went to pick up the dog, he was bitten by the dog at large.

S.P. did receive injuries from this encounter and was taken to the Hawarden Hospital. There were also injuries to S.P.'s dog and it was taken to the Vet.

In accordance to Hawarden Municipal codes **56.01(6)** and **56.04(1)**; this encounter meets the elemental criteria for the animal to be deemed a Vicious Animal. Furthermore, Code 56.04(1) goes further to explain the process for defining a vicious animal and the procedures to move forward. A hearing on the matter shall be conducted by the City Council and will be scheduled for June 26, 2019. A copy of the "Original Notice" (Vicious Animals) was served upon Robin Pritchard, prior to the 72-hour time frame before the meeting.

A Vicious Animal defined by the City of Hawarden is as stated in **56.01(6)**; relative to this case:

"a vicious animal means any animal, except for a dangerous animal per se, as listed in subsection 2, that has (a) bitten, clawed or attacked a person and the attack was unprovoked, or (b) bitten, clawed, or attacked another animal and caused serious injury. With respect to (a) above, if the person attacked or bitten was engaged in an unlawful act prior to the bite or attack, such incident shall not serve as a basis for declaring the offending animal a vicious animal."

It is my opinion in this matter that the animal had bitten S.P. as unprovoked, which resulted in injury. S.P. was not involved in any unlawful act, prior to the attack. Based on these facts, the dog should be deemed a vicious animal.

Corey Utech



Hawarden Police Department

1150 Central Avenue

Hawarden, IA 51023

712-551-4430

Call Summary Report

Date Printed
6/21/2019 10:08

Call Details

Call Number: C19-0000502	Responding Officer: MILLIKAN, JOHN LEE
Date/Time Reported: 6/19/2019 15:20	Time Arrived: 6/19/2019 15:25 Time Cleared: 6/19/2019 16:15
Time Dispatched: 6/19/2019 15:20	Call Type: ANIMAL CALL
How was call received?: DISPATCH	Approving Officer: UTECH, COREY KYLE
Municipality: HAWARDEN	
Date / Time Approved: 6/20/2019 10:34	

Dispatch Location Information

Dispatch Location:

Latitude: Longitude: Altitude:

Complainant / Contact Information

Person/Org: PRITCHARD, ROBIN	Address: 803 AVE. C, HAWARDEN IA 51023
Business Ph: --	Mobile Ph: 605-214-7818 DOB:
Home Ph: --	Other Ph: --
Role: INVOLVED	

Person/Org: MINOR, JOSEPH DAVID	Address:
Business Ph: --	Mobile Ph: 605-214-0618 DOB: 9/5/1980
Home Ph: --	Other Ph: --
Role: COMPLAINANT	

Call Notes

I got called down to Joe Minor's residence for a dog bite. Seth Persinger was walking his small dog by 803 Ave C and Prichard's Pit Bull came into the street and tried to attach Persinger's dog. Seth went to pick his dog up and got bit on the hand. I talked to Robin Prichard and she showed me that the dog had broke its leash by snapping the cable. She told me that the dog is up to date on vaccinations but didn't have proof of it right now. I told her that the dog would have to be quarantined for 10 days or until shot records were confirmed. I also told her that Corey would be giving them a letter telling them by city code that they would have to remove the dog from city limits. Robin got a hold of the Humane Society in Sioux Falls and they agreed to quarantine the dog.

Dispatch Record



Hawarden Police Department
Corey Utech- Chief of Police
1150 Central Avenue
Hawarden, Iowa 51023
Ph: 712-551-4440
Fax: 712-551-4431
Email: coreyu@cityofhawarden.com

Vicious Animals

On June 19th, 2019 a dog bite occurred and as the Chief of Police, I hereby deem the white dog that is owned by **Robin Pritchard**, Hawarden, Iowa; which was involved in a dog bite with the victim identified as **Seth Persinger**, near the **800 block of Avenue C in Hawarden, Sioux County, Iowa**; shall be deemed a **Vicious Animal** according to the Municipal Code in the City of Hawarden.

There will be a hearing during the following City Council Meeting, June 26th, 2019 ~~on July 10th, 2019~~. A follow up reminder will be provided to you.

56.01 (6) states that a "Vicious Animal" means any animal, except for a dangerous animal per se, as listed in subsection 2, that has (a) bitten, clawed, or attacked a person and the attack was unprovoked, or (b) bitten, clawed, or attacked another animal and caused serious injury. With respect to (a) above, if the person attacked or bitten was engaged in an unlawful act prior to the bite or attack, such incident shall not serve as a basis for declaring the offending animal a vicious animal.

56.04 (1) the Police Chief or other designated person, on his or her own information or upon receipt of a complaint alleging that a person owns, is keeping, sheltering or harboring a vicious animal as defined in this chapter may, in said person's discretion, initiate proceedings, to declare such animal a vicious animal. A hearing on the matter shall be conducted by the City Council. The owner of the animal in question shall be given not less than seventy-two hours' written notice (including Saturday, Sunday, and holidays) of the time and place of said hearing. Said notice shall order the owner to secure the animal in a structure or fixed enclosure at all times. The notice shall set forth a description of the animal in question and the basis for the allegation of viciousness and shall also notify the owner that should the animal be determined to be vicious, the owner will be required to euthanize it or allow the City to do so. The notice shall be personally served upon the owner of the animal if the owner is known, or upon the person keeping, sheltering, or harboring the dangerous animal.

Corey Utech- Chief of Police