

**RESOLUTION NO. 172**

**A RESOLUTION RESCINDING RESOLUTION NO. 135, “ESTABLISHING RATES AND CHARGES FOR THE USE AND SERVICE OF THE LEISURE LAKE, IOWA SEWER SYSTEM” AND ADOPTING NEW RATES AND CHARGES FOR THE SEWER SYSTEM**

Be It Resolved by the Board of Commissioners of the Eastern Iowa Regional Utility Service Systems (EIRUSS):

WHEREAS, Resolution No. 135, adopted by EIRUSS on April 27, 2022 is hereby rescinded and replaced with the provisions of Resolution No. 172 and

WHEREAS, EIRUSS will operate a sewer system in the Community of Leisure Lake in Jackson County, Iowa, and

WHEREAS, adequate rates must be established to provide funds for the payment of debt and for operation of the system, and

WHEREAS, procedures must be established for the collection of bills, and

WHEREAS, these procedures will be performed with the cooperation and for the benefit of the Jackson County, Iowa Board of Supervisors,

THEREFORE, BE IT HEREBY RESOLVED by EIRUSS as follows:

**SECTION 1. PURPOSE.**

EIRUSS is adopting rates and charges with the purpose of providing revenues to support the sewer system operating in the community of Leisure Lake, Jackson County, Iowa as follows:

**SECTION 2. UTILITY DEFINED.**

For use in this Resolution, Sewer System is a sewer utility owned and operated by EIRUSS for the benefit of the unincorporated area in Jackson County known as Leisure Lake.

### SECTION 3. APPLICATION FOR SERVICE.

Application for a new connection to the existing sewer service shall be filed by the property owner with EIRUSS upon a form to be supplied by EIRUSS.

1. New Connection: Service Line and Grinder Pump Connection. If a property has not previously been connected to the system and requires a grinder pump a permit and inspection fee of \$150.00, and a connection fee of \$500.00 shall be required. The owner of the property shall be responsible for payment of the cost of the service line, grinder pump station and grinder pump (if a grinder station and pump are required for service), and labor costs for installation of same. With regard to grinder pumps the costs shall include connection to any existing sewer line between the building and the septic tank, electrical connections from the building to the grinder pump and any related appurtenances. The owner of the premises served and, in the case of a tenant, the occupant thereof shall be jointly and severally liable for the sewer service provided subject to the provisions of the State of Iowa.

2. The owner of the premises served and, in the case of a tenant, the occupant thereof shall be jointly and severally liable for the sewer service provided subject to the provisions of the State of Iowa.

### SECTION 4. ACCOUNTING PROCESS

1. Sewer System. All revenues and moneys derived from the operation of the sewer system shall be paid to and held by EIRUSS.

2. EIRUSS shall maintain a proper system of accounts and shall keep proper records, books and accounts in which complete and correct entries shall be made of all transactions relative to the sewer system. EIRUSS shall be required annually to prepare and adopt a budget of the sewer system to show the required revenues and expenses. If necessary, user charge rates will be adjusted to produce adequate income to retire the indebtedness, meet operation, maintenance and replacement needs, and establish required reserves for the sewer system.

### SECTION 5. BILLING, PENALTY.

1. Sewer bills shall be provided to the property owner and are due upon receipt. Payment shall be made to EIRUSS. Bills shall become delinquent after the twentieth of the month in which due and bills paid after said day shall have added a penalty of \$15.00 per month. When the twentieth falls on a Saturday, Sunday or holiday, EIRUSS shall accept payment on the next business day without penalty.

2. Insufficient Check. There shall be a \$25.00 fee for any insufficient check returned. A returned check is the same as non-payment of the sewer bill.

3. Jackson County shall indemnify EIRUSS and reimburse EIRUSS for any User Fees which have been delinquent for sixty (60) days, within thirty (30) day of receiving notice of such delinquency from EIRUSS. Jackson County may use the provisions of Section 6 to indemnify the County for such payment.

## SECTION 6. DISCONTINUING SERVICE, FEES.

1. All users connected to the sewer system shall be required to pay a monthly fee regardless of the occupancy of the property. If any account is not paid within thirty days from the end of any given period, the service to such owner or person so supplied with the utility shall be discontinued after the following procedures have been complied with:

a. EIRUSS shall send a disconnect or discontinuance notice by ordinary mail providing the following notice to customers: "You are advised that you may request a hearing on this matter to EIRUSS by noon on the day preceding the scheduled shut-off date or discontinuance of service."

b. When a hearing is requested by a customer, EIRUSS or an EIRUSS designee shall conduct a hearing within ten (10) business days following the request. The customer shall have the right to present evidence or propose a payment plan. The decision of EIRUSS or the EIRUSS designee is final.

2. If service is discontinued for nonpayment of fees and charges, or for the violation of any regulation, a fee of \$150.00 shall be paid to EIRUSS in addition to the rates or charges then due before such service is restored. If any such service charge is not paid within sixty (60) days from the date it is due, the same shall constitute a lien upon the premises served by said sewer system, which said lien shall be collected in the same manner as taxes. The monthly fees and charges shall continue to be assessed to the property once the service is discontinued or disconnected.

3. A lien shall not be certified to the County Treasurer for collection unless thirty (30) days prior written notice by ordinary mail of the intent to certify a lien is given to the account holder of the delinquent account. If the account holder is a tenant, and if the owner or property lessor of the property has made a written request for notice, the notice shall also be given to the owner.

4. If the property in which there are delinquent utilities owing is sold before the County certifies the lien to the County Treasurer, the County may certify the delinquent utilities against another property located in this state owned by the delinquent user.

## SECTION 7. OWNER LIABLE FOR SEWER SERVICE.

The owner or contract holder of the property is responsible for payment of the sewer service. This provision shall also apply to housing units used for the purpose of rental. The bill for service shall be sent to the owner or contract holder. The landowner/landlord must give written notice to EIRUSS that the property is residential or commercial rental property if the tenant is to be liable for rates and charges. EIRUSS will require a deposit not exceeding the usual cost of ninety (90) days of sewer service to be paid to EIRUSS. A change in tenant for a residential rental property shall require written notice of such change to be given to EIRUSS within thirty (30) business days of the change in tenant. A change in tenant for a commercial rental property shall require written notice of such change to be given to EIRUSS within ten (10) business days of the change in tenant.

## SECTION 8. SEWER RATES AND OTHER CHARGES

1. The minimum charge shall be \$71.00 per household or business building per billing month. A \$1.00 discount will be awarded for use of "Auto Pay".

2. Service to establishments with more than the normal household use will have rates based upon multiples of household usage. The specific rates will be determined by EIRUSS.

3. EIRUSS shall be responsible for the normal cost of maintaining, servicing and replacing grinder pumps. The customer shall be responsible for repairs and related costs (both material and labor) for maintenance of the pumps resulting from the deposit of non-sewage related items into the system or other abuse of the system as determined by EIRUSS. All users shall be required to pay monthly user fees to EIRUSS for a minimum period of ten years following the connection of the property to the sewer system.

## SECTION 9. RESIDENTIAL RENTAL PROPERTY.

Residential rental property, where a charge for sewer service is paid directly to EIRUSS by the tenant, is exempt from a lien for delinquent rates or charges associated with such services if the landlord gives written notice to the EIRUSS that the property is residential rental property and that the tenant is liable for the rates or charges. EIRUSS utility may require a deposit not exceeding the usual cost of ninety (90) days of the services of sewer systems to be paid to the utility. Upon receipt, EIRUSS shall acknowledge the notice and deposit. A written notice shall contain the name of the tenant responsible for the charges, the address of the residential rental property that the tenant is to occupy, and the date that the occupancy begins. A change in tenant shall require a new written notice to be given to EIRUSS within thirty (30) business days of the change in tenant. When the tenant moves from the rental property, EIRUSS shall return the deposit, within ten days, if the charges for the sewer services are paid in full. A change in the ownership of the residential rental property shall require written notice of such change to be given to EIRUSS within thirty (30) business days of the completion of the change of ownership. The lien exemption for rental property does not apply to charges for repairs if the repair charges become delinquent.

## SECTION 10. RESCINDER.

All Resolutions or parts of Resolutions in conflict with the provisions of this Resolution are hereby rescinded.

## SECTION 11. EFFECTIVE DATE.

This Resolution shall be in full force and effect upon its passage.

Passed and approved by the Board of Commissioners of the Eastern Iowa Regional Utility Service Systems the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Nin Flagel, Board Chairperson

Attest: \_\_\_\_\_  
Steve    Stoffel,

Board

Secretary

