

**REGULAR CITY COUNCIL MEETING
TUESDAY – JANUARY 2, 2018 – 6:00 PM
EVANSDALE CITY HALL**

AGENDA

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Approval of the January 2, 2018 agenda
5. Mayors Presentation of the Bunger Middle School Students of the Month – December 2017: Hunter Marvets, Ana Erdman, Catie Polok, Madison Cranston, Eh Moo, Evan Cahoe, Madison Brown, Joey Reiners, and Brian Carpenter
6. Approval of the Consent Agenda – All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion

a. Approval of December 19, 2017 regular meeting minutes

7. Resolution 6177 authorizing payment of bills and transfers

8. Appointments:

City Officials:

Gene Walker, Mayor Pro Tem - Appointed by Mayor

DeAnne Kobliska, City Clerk - Appointed by Council

Laura Folkerts - Dutton, Braun, Staack, & Hellman, PLC, City Attorney - Appointed by Council

Boards and Commissions:

Board of Adjustment - Appointed by Mayor

Jeff Dawson - New term expires 04-01-22

Jeff O'Brien - New term expires 04-01-21

Hardship and Grievance Commission - Appointed by Mayor

Dottie Wear - New term expires 12-31-20

Rebecca Stansberry - To fill vacant term expiring 12-31-18

Gene Walker - New term expires 12-31-19

Lynn Bender - New term expires 12-31-19

Municipal Housing Authority Board - Appointed by Mayor/Approved by Council

Darnell Jones - New term expires 12-31-19

Rick Reuter - New term expires 12-31-18

John Mardis - New term expires 12-31-18

Planning and Zoning Commission - Appointed by Council

Sandy Francis - New term expires 12-31-21

John Peverill - New term expires 12-31-22

Denny Wilson - New term expires 12-31-22

Scott Strader - New term expires 12-31-22

Storm Water Commission - Appointed by Mayor/Approved by Council

Brian Wirtz - New term expires 12-31-19

Char White - New term expires 12-31-19

Kenny Loftus - New term expires 12-31-19

Rick Reuter - New term expires 12-31-19

DeAnne Kobliska - New term expires 12-31-19

Water Works Board of Trustees - Appointed by Mayor/Approved by Council

Chad Borwig - New term expires 12-31-2023

Committees:

Personnel: Gene Walker and Dick Dewater

Insurance: City Clerk, Lynn Bender, and Steve Seible

Investment: Mayor, City Clerk, and Kenny Loftus

9. Request to enter into a two-year agreement with Dutton, Braun, Staack, & Hellman, PLC and authorize the Mayor to sign said agreement
10. Resolution 6178 approving 4th (Final Quantities) payment to Aspro, Inc., Waterloo, Iowa for the 2017 Street Rehabilitation Project in the amount of \$3,290.78
11. Resolution 6179 approving 28E agreement with the City of Elk Run Heights regarding Police Officer services
12. Request to approve Tentative Agreement with Teamsters Local 238
13. Request from City Clerk to approve replacement of a portion of counter in main office to comply with HIPPA guidelines in the amount of \$1,287.77 (materials only)
14. Public discussion: non-agenda items
15. Mayor/Council Reports
16. Adjournment

CITY HALL
EVANSDALE, IOWA, DECEMBER 19, 2017
CITY COUNCIL
DOUG FAAS, MAYOR, PRESIDING

The City Council of the City of Evansdale, Iowa met in regular session, according to law, the rules of said Council and prior notice given each member thereof, in the Council Chambers of City Hall of Evansdale, Iowa at 6:00 p.m. on the above date. Council members present in order of roll call: Nichols, Walker, Loftus, Dewater, and Seible. Quorum present.

Loftus/Dewater to approve December 19, 2017 agenda. Ayes-Five. Motion carried.

Dewater/Seible to approve the following items on the December 19, 2017 consent agenda: a. Approval of December 5, 2017 regular meeting minutes. b. Accept and place on file the minutes and reports from the following Departments, Boards, and Commissions (n/a = not available): Ambulance & Fire Report (Nov), Building Inspection Report (Nov), Clerk/Treasurer Report (Nov), Code Enforcement Report (Nov), Evansdale Municipal Housing (Nov), Library (Nov), Parks & Rec Dept. (Nov), Planning & Zoning (Oct), Police Dept. (Nov), Storm Water Commission (n/a), and Water Works (Nov). c. Liquor License Renewals: Station Mart – LE0002829 – Effective 01/01/2018. Roll call vote: Ayes-Five.

Dewater/Walker to approve request to authorize Service Station Occupancy Permit for Tophat Automotive Syndicate located at 113 W. Gilbert Drive as approved by the Planning & Zoning Commission. Ayes-Five. Motion carried.

Council Hearing: Shaun O'Brien, 246 5th Street – Nuisance Abatement. Mr. O'Brien stated that he had been working on his property daily to come into compliance, but also stated that he was being singled out. He also stated several of the so-called junk items, such as the swimming pool, were in compliance with the city ordinance. Councilman Dewater stated that Mr. O'Brien had not made a good faith effort to clean up the junk that lay all over the property and was in favor of the nuisance abatement. Mayor Faas stated that Mr. O'Brien was given a copy of the "junk" ordinance and knew what items were in violation, but refused to comply after being contacted several times by code enforcement. Larry O'Brien, 291 Toneff Dr., stated that his son had been actively working on the site as well as himself. Councilman Seible stated that Mr. O'Brien had several opportunities to come into compliance and hasn't, and was in favor of upholding the nuisance abatement. Councilman Nichols stated that the city had selective code enforcement. Mayor Faas stated that if Mr. O'Brien would complete the construction on the shed for storage of his items, and stored the items in question in the shed, he would be in compliance.

Seible/Dewater to approve motion to confirm that a nuisance does exist and order to abate within 14 days as established by Ordinance standards. Roll call vote: Ayes-Five.

Seible/Loftus to approve resolution 6174 authorizing payment of bills and transfers. Councilman Seible questioned the tardiness of the attorney's invoice. Mayor Faas responded that he had several conversations with our attorney as to invoice the city in a timely manner. Councilman Nichols questioned sending a council person to a conference before they began their term. Clerk Kobliska responded that it was standard protocol to send newly elected officials to the Municipal Leadership Academy before their term started. Councilman Seible questioned why he didn't receive information about the conference. Clerk Kobliska responded that it was in his mailbox at City Hall. Roll call vote: Ayes-Four. Nays-One (Nichols).

Walker/Loftus to approve resolution 6175 approving tax abatement for 817 Central Avenue. Roll call vote: Ayes-Five.

Loftus/Walker to approve resolution 6176 approving final payment to Kirvan Enterprises in an amount of \$26,996 for project number eight (8) located at 1731 Enid Street as part of the 2015 Evansdale Housing Rehabilitation Program. Councilman Nichols questioned what the total project cost were. Clerk Kobliska responded \$26,996. Councilman Seible questioned if there were still funds available. Cindy Knox, INRCOG, responded that there will be the potential for 3 additional projects which will utilize the CDBG grant funds. Roll call vote: Ayes-Four. Abstain-Dewater.

Public Discussion: non-agenda items: Mayor asked for comments, there were none.

Mayor/Council Reports: Mayor Faas thanked all who contributed and for their generosity to the Salvation Army challenge on the 9th of December and stated that the Elk Run Heights/Evansdale Mayor teams raised \$1,172.20 coming in second to Waterloo who raised \$2,123.18 and Cedar Falls at \$503.78. He also stated that the engineer has been in contact with the DNR and that we are waiting on a date to meet with them.

Mayor Faas stated the fireworks usage policy as follows: fireworks may be exploded on December 28 through December 31st from the hours of 12:00 p.m. to 10:00 p.m. with the exception of New Year's Eve, they can be exploded up to 12:30 a.m. He advised that the ordinance be followed as other cities have banned fireworks and if we have issues we may have to re-address our ordinance and the use of fireworks in our city.

The Mayor thanked Councilman Nichols for serving for the last four years on council, even though we disagreed more than we agreed, your willingness to serve is recognized and appreciated. He wished everyone a Merry Christmas and a Happy New Year.

Councilman Seible stated that the 2nd townhall meeting was last week and residents expressed the need for microphones on the desk as the audience can't hear what was being said; they also asked in polite terms for civility between council members and the public. Merry Christmas to everyone as well. He also stated that Jeff O'Brien expressed the desire to serve on the planning and zoning commission. Mayor Faas stated that if concerns had come up at the town hall meeting, he would be interested in discussing them.

There being no further discussion, Loftus/Seible to adjourn the meeting at 6:39 p.m. Motion carried.

RESOLUTION 6177

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, THAT
THE FOLLOWING BILLS BE PAID AND THE TRANSFERS ARE HEREBY ALLOWED.

ALLEN MEMORIAL HOSPITAL	FD-PHYSICAL	216.00
AMVETS POST #31	CH-FLAGS	130.00
ASPRO	2017 ST REHAB PYMNT #4	3,290.78
BARCO MUNICIPAL PRODUCTS	CH-BUILDING SIGNS	506.58
BLACKHAWK WASTE	DEC 17 GARBAGE/RECYCLING	16,873.92
	DEC 17 GARBAGE/RECYCLING	3,906.00
	TOTAL:	20,779.92
C & C WELDING	SR-RPLC GUARD RAIL WWTP	1,400.00
	RU-RECEIVER/SPRAYER #58	20.00
	RU-SANDER IMPROVEMENT	42.56
	TOTAL:	1,462.56
CENTURY LINK	SR-INTERNET	78.99
CITY OF WATERLOO	SR-DUMP GREASE/LIFT STATION	64.20
CGA	LEVEE MAINT-MEYERS LAKE	801.40
	RFR RECON	2,671.60
	ELK RUN CREEK FLOOD CONTROL	997.10
	RFR LEVEE TRAIL PRJT	1,294.80
	2017 ST REHAB	1,127.50
	3RD AVE DRAINAGE PRJT	101.00
	DORIS DR-RIGHT OF WAY	353.50
	DORIS DR-REPAIRS	80.80
	SR-WWTP-PRELIMINARY REPORT	2,871.28
	TRAIL AVE 12" FORCE MAIN RELOCATE	303.00
	TOTAL:	10,601.98
COURIER	PY-GARBAGE EXEMPTION NOTICE	16.88
	PY-12/5 MINS & BILLS	118.56
	PY-ORD 658	9.00
	TOTAL:	144.44
COVENANT MEDICAL CENTER	FD-DRUGS	64.55
CREATIVE IMPACT	SR-BUSINESS CARDS	25.00
	SR-LOGO ON WORK SHIRTS	35.00
	TOTAL:	60.00
CULLIGAN WATER	RU-WATER	35.00
DOMINATOR CHASSIS	CH-SIGN POSTS/CITY HALL	300.00
DONS TRUCK SALES	RU-EXHAUST #55	920.29
EVANSDALE WATER WORKS	PD-WATER	131.54
	FD-WATER	131.54
	TOTAL:	263.08
IMFOA	CH-2017/2018 MEMBERSHIP	100.00
IOWA ONE CALL	RU-NOV LOCATES	16.83
	SR-NOV LOCATES	16.83
	TOTAL:	33.66
MEDIACOM	PD-INTERNET	117.95
	FD-INTERNET	117.95
	BI-INTERNET	41.18
	CH-INTERNET	41.18
	RU-INTERNET	65.90
	RU-INTERNET	75.90
	RU-INTERNET	41.18
	SR-INTERNET	41.18
	TOTAL:	542.42
MENARDS	SR-WINTERIZE WWTP	213.47
MUTUAL WHEEL CO	RU-EXHAUST #55	8.72
POWERPLAN	RU-544K CUTTING EDGE #63	688.98
RITEPRICE	FD-COPY PAPER	31.99
	CH-DEPUTY-INK CARTRIDGE	59.99
	CH-RPLC DEFECTIVE CARTRIDGE	59.99
	CH-RETURNED CARTRIDGE	(59.99)
	CH-CLRK TONER/SCISSORS	95.78
	TOTAL:	187.76
STAPLES	BI-INK	39.58
TEAM SERVICES	RU-CONCRETE TESTING	55.50
TESTAMERICA LABS	SR-WEEKLY TESTING	1,037.50
U.S. CELLULAR	FD-CELL PHONE	70.57
	BI- CELL PHONE	32.52

APPROVED BY
CC 11/08/17

	PK-CELL PHONE	45.53	
	CH-CELL PHONE	72.32	
	RU- CELL PHONE	245.78	
	SR- CELL PHONE	123.68	
	TOTAL:	590.40	
VERIZON	FD-PHONE	43.03	
WEBER PAPER CO	LIB-TISSUE/PAPER TOWELS	40.30	
	CH-TISSUE/PAPER TOWELS	120.89	
	TOTAL:	161.19	
WINDSTREAM	PD-PHONE	106.26	
	FD-PHONE	76.23	
	LIB-PHONES	39.25	
	CH-PHONE	88.54	
	EWV-OFFICE	33.43	
	RU-PHONE	38.82	
	SR-ARBUTUS PHONE	37.31	
	SR-LAFAYETTE PHONE	37.31	
	SR-EAST END PHONE	37.31	
	SR-PLANT PHONE	46.32	
	TOTAL:	540.78	
	YOUNG PLUMBING & HEATING	CH-REPLACE ROOFTOP FURNACE	7,730.00

APPROVED BY
CC 10/17/17

001	GENERAL FUND	2,232.54
002	CAPITAL IMPROVEMENT	8,536.58
005	STREETS	867.30
110	ROAD USE TAX	8,815.86
302	2015 CAPITAL PROJECTS	3,290.78
610	SEWER FUND	6,368.38
670	LANDFILL/GARBAGE	20,779.92
	GRAND TOTAL:	50,891.36

PREPAYS

82016	BAKER & TAYLOR, LLC	LIB-BOOKS/DVDS/VIDEOS	2,286.74
82017	BOOK SYSTEMS, INC	LIB-UPDATE SERVICE AGREEMENT	625.00
82018	CAPITAL ONE	LIB-USPS-FEE & OA RETURNS	41.11
82019	COURIER	LIB-SUBSCRIPTION	362.56
82020	KIRVAN ENT.	FINAL PAY CDBG PJT #8	26,996.00
82021	MOVIE LICENSING	LIB-BOOKS/DVDS/VIDEOS	220.00
DRAFT	ADVANTAGE ADMIN	EXPENSE DEDUCT	2,638.81
82022	AFLAC	INSURANCE	60.02
82023	IBEW LOCAL 288	DUES	126.00
DRAFT	IPERS	RETIREMENT	6,824.23
82024	METLIFE	INSURANCE	2,415.47
82026	MFPRSI	RETIREMENT	9,556.08
82027	POLICE ASSOCIATION	PAYROLL DEDUCT	70.00
DRAFT	TREASURE-STATE OF IOWA	PAYROLL DEDUCT	3,074.00
82028	TEAMSTERS LOCAL 238	DUES	310.00
82029	VALIC	PAYROLL DEDUCT	50.00
82030	WELLMARK	INSURANCE	13,060.17
DRAFT	ADVANTAGE ADMIN	EXPENSE DEDUCT	744.27
	TOTAL PREPAYS:		69,460.46

DECEMBER PAYROLL:

EFTPS	20,154.30
BIWEEKLY PAYROLL	54,105.35
FIRE DEPT PAYROLL	2,120.99
TOTAL PAYROLL:	76,380.64

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, ON THIS 2ND DAY OF JANUARY 2018

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

LETTER OF TRANSMITTAL



TO: City of Evansdale
DeAnne Kobliska, City Clerk
Mayor Doug Faas

DATE: December 21, 2017
RE: Engineering Services Invoices

DeAnne and Mayor-

Attached are invoices for the following projects:

1. Evansdale WWTF Preliminary Report
Invoice No. 36319 - \$2,871.28
Time Period: 11/18/2017-12/16/2017
2. River Forest Road Reconstruction
Invoice No. 36320 - \$2,671.60
Time Period: 11/18/2017-12/16/2017
3. Flood Control Elk Run Creek
Invoice No. 36321 - \$997.10
Time Period: 11/18/2017-12/16/2017
4. River Forest Road Levee Trail Construction Phase
Invoice No. 36322 - \$1,294.80
Time Period: 11/18/2017-12/16/2017
5. 2017 Streets Rehabilitation
Invoice No. 36323 - \$1,127.50
Time Period: 11/18/2017-12/16/2017
6. Meyers Lake Pump
Invoice No. 36324 - \$801.40
Time Period: 8/9/2017-12/16/2017
7. Trail Ave 12" Force Main Relocation
Invoice No. 36325 - \$303.00
Time Period: 10/21/2017-12/16/2017
8. Evansdale General Engineering
Invoice No. 36326 - \$535.30
Time Period: 10/21/2017-12/16/2017

SIGNED: Jerry Shoff, PE, PLS



Clapsaddle-Garber Associates
 PO Box 754
 Marshalltown, IA 50158-0754
 641-752-6701

City of Evansdale
 City Hall
 123 North Evans Dr
 Evansdale, IA 50707

Invoice number 36319
 Date 12/21/2017

Project **Evansdale WWTF Preliminary Report**

For Professional Services After 11/18/2017 to 12/16/2017

Evansdale WWTF Preliminary Report

Professional Fees

	Hours	Rate	Billed Amount
BETH A. KIRKEVOLD	1.50	49.00	73.50
JERRY L. SHOFF	19.50	101.00	1,969.50
SCOTT J. CHRISTENSEN	1.00	63.00	63.00
WILLIAM N. WRIGHT	7.50	101.00	757.50

Expenses

	Units	Rate	Billed Amount
UPS Shipping			7.78
Phase subtotal			2,871.28

Invoice total **2,871.28**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
36319	12/21/2017	2,871.28	2,871.28				
	Total	2,871.28	2,871.28	0.00	0.00	0.00	0.00

All invoices are due upon receipt. A late charge of 1.5% per month will be added to any unpaid balance after 30 days.

CGA gladly accepts payment by Visa and/or Mastercard without charge if paid within 10 days of the date of the invoice. A 2.5% convenience fee shall be added to the total invoiced amount if payment is made by credit card after 10 days of the date of the invoice.

Client Invoice Register

Clapsaddle-Garber Associates

Thursday, December 21, 2017

Page 1 of 2

Date range: from: 12/01/2017 to 12/31/2017

City of Evansdale

Invoice Date: 12/21/2017

Invoice Number: 36319

	Date	Billed Units	Billed Rate	Billed Amount
Evansdale WWTF Preliminary Report				
Time and Expense				
Labor				
Project Manager				
Eng-Administration				
JERRY L. SHOFF	11/30/2017	2.00	101.00	202.00
review FEMA Floodplain study at WWTF site & review status w/ BW Review schedule & laDNR meeting date				
JERRY L. SHOFF	12/1/2017	1.00	101.00	101.00
review Floodplain issues & existing plant structure elevations				
JERRY L. SHOFF	12/4/2017	2.00	101.00	202.00
Worked on Prel. Report / letter to laDNR & WWTF Map of possible alternatives for Evansdale				
JERRY L. SHOFF	12/5/2017	1.50	101.00	151.50
Reviewed 2008 Flood data / Admin. Building & clarifer elev.				
JERRY L. SHOFF	12/6/2017	2.50	101.00	252.50
Revise Evans WWTF System map to reflect treatment alternatives for laDNR meeting Telephone call to laDNR Wastewater Engineering Manager requesting meeting (S.C.)				
JERRY L. SHOFF	12/7/2017	2.50	101.00	252.50
System Map review & update / Letter to laDNR / Called Mayor - authorized calls & meeting w/ Chris Even & Phil Stocks				
JERRY L. SHOFF	12/8/2017	2.00	101.00	202.00
Review status / call Mayor Faas for update on Status of discussions w/ City of Waterloo on accepting Evans Wastewater; Work on System Map / Draft letter to laDNR				
JERRY L. SHOFF	12/12/2017	1.00	101.00	101.00
Telephone conversation w/ Chris E. RE: Proposed alternatives to be evaluated for laDNR / review current status / need to schedule meeting w/ Chris to review records, etc.				
JERRY L. SHOFF	12/13/2017	4.00	101.00	404.00
drafted follow-up letter & prepared Alternatives Map for laDNR submittal				
JERRY L. SHOFF	12/15/2017	1.00	101.00	101.00
Telephone to Mayor on laDNR meeting schedule / Also, lengthy telephone call from laDNR Wastewater Section Chief (C.S.) regarding project, schedule & issues				
WILLIAM N. WRIGHT	11/29/2017	1.50	101.00	151.50
Updating draft letter to DNR, review flood plain info				
WILLIAM N. WRIGHT	11/30/2017	1.00	101.00	101.00
Research FEMA floodplain data, review construction plans, 2008 flood data				
WILLIAM N. WRIGHT	12/1/2017	1.20	101.00	121.20
Locate survey data on existing WWTF facilities, verify floodplain BFEs, topics to discuss with DNR				
WILLIAM N. WRIGHT	12/4/2017	0.50	101.00	50.50
Updating draft letter, discussing meeting with DNR and city				
WILLIAM N. WRIGHT	12/6/2017	1.50	101.00	151.50
Review files with Jerry, contacting DNR to set meeting				
WILLIAM N. WRIGHT	12/7/2017	0.50	101.00	50.50

Client Invoice Register

Clapsaddle-Garber Associates

Thursday, December 21, 2017

Page 2 of 2

Date range: from: 12/01/2017 to 12/31/2017

City of Evansdale

Invoice Date: 12/21/2017

Invoice Number: 36319

	Date	Billed Units	Billed Rate	Billed Amount
Discuss plant deficiencies with Jerry, review permit requirements				
WILLIAM N. WRIGHT	12/13/2017	0.80	101.00	80.80
Review draft letter changes, update map of existing and proposed wastewater facilities				
WILLIAM N. WRIGHT	12/15/2017	0.50	101.00	50.50
Considering obstructions to river flood flow by existing WWTF structures				
Employee type total				2,727.00
Senior Engineering Technician				
Eng-Computer Drafting/Design				
SCOTT J. CHRISTENSEN	12/7/2017	0.80	63.00	50.40
Prepare Evansdale Sanitary Sewer WWTF exhibit for Jerry to use.				
SCOTT J. CHRISTENSEN	12/13/2017	0.20	63.00	12.60
Minor edits to the exhibit for Jerry, Plotted 2 full sized copies, 3 half sized copies, and emailed Jerry a PDF copy.				
Employee type total				63.00
Administration-Clerical				
Office-Administration				
BETH A. KIRKEVOLD	12/13/2017	1.50	49.00	73.50
workedc w/ JS re letter				
Employee type total				73.50
Labor total				2,863.50
Expense				
United Parcel Service				
UPS Shipping	12/14/2017			7.78
IDNR-Tracking No. 1Z6905YR0393144624				
Vendor total				7.78
Expense total				7.78
Phase total				2,871.28
Total				2,871.28
Project total				2,871.28
Invoice total				2,871.28



Clapsaddle-Garber Associates
 PO Box 754
 Marshalltown, IA 50158-0754
 641-752-6701

City of Evansdale
 DeAnne Kobliska
 City Hall
 123 North Evans Dr
 Evansdale, IA 50707

Invoice number 36320
 Date 12/21/2017
 Project **977C-16 River Forest Road
 Reconstruction - Evansdale 2016**

For Professional Services After 11/18/2017 to 12/16/2017

STP-U-2432(613)--70-07

Construction Engineering Services

Professional Fees

	Hours	Rate	Billed Amount
BETH A. KIRKEVOLD	0.40	49.00	19.60
JERRY L. SHOFF	6.00	101.00	606.00
KASEY N. WESTLEY	1.00	55.00	55.00
RYAN J. FISCHER	23.80	83.00	1,975.40

Expenses

	Units	Rate	Billed Amount
Personal Vehicle Mileage	26.00	0.60	15.60

Construction Engineering Services subtotal

2,671.60

Invoice total **2,671.60**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
36320	12/21/2017	2,671.60	2,671.60				
	Total	2,671.60	2,671.60	0.00	0.00	0.00	0.00

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Client Invoice Register

Clapsaddle-Garber Associates

Thursday, December 21, 2017

Page 1 of 2

Date range: from: 12/01/2017 to 12/31/2017

City of Evansdale

Invoice Date: 12/21/2017

Invoice Number: 36320

	Date	Billed Units	Billed Rate	Billed Amount
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Construction Engineering Services

Construction Engineering Services
Spring 2017 CO

Time and Expense

Labor

Project Manager

Eng-Administration

JERRY L. SHOFF	11/21/2017	1.50	101.00	151.50
Call from Mayor Faas on current status of River Forest Rd. punchlist & pending items Call RF for update / "Mud-ball" repair & luminaire plate covers & 1 light out all that is left. Called City Hall & left message for Mayor w/ DeAnne w/ update for City Council meeting tonight				
JERRY L. SHOFF	11/22/2017	1.00	101.00	101.00
follow up on sidewalk & driveway pours / schedule for mudball repairs & luminaires Reviewed time schedule w/ RF for filing the laDOT 435 form				
JERRY L. SHOFF	11/27/2017	1.00	101.00	101.00
Review Punchlist status w/ RF / Notify Mayor / laDOT Close-out status				
JERRY L. SHOFF	12/5/2017	1.00	101.00	101.00
Status report on Cunningham repairs to north curblin / Ask RF to issue laDOT Form 435				
JERRY L. SHOFF	12/6/2017	1.00	101.00	101.00
follow-up w/ RF on PCC repairs and other outstanding items / Issue ladot Form 435				
JERRY L. SHOFF	12/12/2017	0.50	101.00	50.50
Follow-up w/ RF on Audiit schedule				

Employee type total **606.00**

Field Engineer

Eng-Meetings/Site Visit

RYAN J. FISCHER	11/21/2017	3.50	83.00	290.50
Onsite punchlist walkthrough				
RYAN J. FISCHER	11/20/2017	2.00	83.00	166.00
Audit paperwork, calls to contractor				
RYAN J. FISCHER	11/22/2017	2.20	83.00	182.60
Update Jerry on project, audit paperwork				
RYAN J. FISCHER	11/24/2017	6.30	83.00	522.90
DOT auditp paperwork				
RYAN J. FISCHER	11/30/2017	0.50	83.00	41.50
Calls w contractor re punchlist patching items				
RYAN J. FISCHER	11/29/2017	2.00	83.00	166.00
Prep audit paperwork				
RYAN J. FISCHER	12/1/2017	3.00	83.00	249.00
Prep for audit				

Client Invoice Register

Clapsaddle-Garber Associates

Thursday, December 21, 2017

Page 2 of 2

Date range: from: 12/01/2017 to 12/31/2017

City of Evansdale

Invoice Date: 12/21/2017

Invoice Number: 36320

	Date	Billed Units	Billed Rate	Billed Amount
RYAN J. FISCHER	12/6/2017	2.80	83.00	232.40
Calls re scheduling inspection for punchlist items; Review remaining punchlist items, review pay est quantities				
RYAN J. FISCHER	12/14/2017	0.50	83.00	41.50
Call w Chris S re lights, email KW				
RYAN J. FISCHER	12/11/2017	1.00	83.00	83.00
Update punchlist items, call contractors for docs and schedule				
Employee type total				1,975.40
Engineering Technician II				
Eng-Observation				
KASEY N. WESTLEY	12/5/2017	1.00	55.00	55.00
Cunningham @ Pronto removing & patching area of mudballs				
Employee type total				55.00
Administration-Clerical				
Office-Administration				
BETH A. KIRKEVOLD	11/30/2017	0.20	49.00	9.80
email to PCI re Pay Roll Rpts for Van Dorn				
BETH A. KIRKEVOLD	12/14/2017	0.20	49.00	9.80
Van Dorn DB Rpts				
Employee type total				19.60
Labor total				2,656.00
Expense				
Field Engineer				
RYAN J. FISCHER				
Personal Vehicle Mileage	11/21/2017	26.00	0.60	15.60
Vendor total				15.60
Expense total				15.60
Phase total				2,671.60
Total				2,671.60
Project total				2,671.60
Invoice total				2,671.60



Clapsaddle-Garber Associates
 PO Box 754
 Marshalltown, IA 50158-0754
 641-752-6701

City of Evansdale
 DeAnne Kobliska
 City Hall
 123 North Evans Dr
 Evansdale, IA 50707

Invoice number 36321
 Date 12/21/2017

Project 907-15 Flood Control Elk Run Creek

For Professional Services After 11/18/2017 to 12/16/2017

Construction Phase

Professional Fees

	Hours	Rate	Billed Amount
BETH A. KIRKEVOLD	0.20	49.00	9.80
JERRY L. SHOFF	5.50	101.00	555.50
MATTHEW J. SCHINDEL	4.00	90.00	360.00
RYAN J. FISCHER	0.50	83.00	41.50
WILLIAM N. WRIGHT	0.30	101.00	30.30
Phase subtotal			997.10

Invoice total **997.10**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
36321	12/21/2017	997.10	997.10				
	Total	997.10	997.10	0.00	0.00	0.00	0.00

All invoices are due upon receipt. A late charge of 1.5% per month will be added to any unpaid balance after 30 days.

CGA gladly accepts payment by Visa and/or Mastercard without charge if paid within 10 days of the date of the invoice. A 2.5% convenience fee shall be added to the total invoiced amount if payment is made by credit card after 10 days of the date of the invoice.

Client Invoice Register

Clapsaddle-Garber Associates

Thursday, December 21, 2017

Page 1 of 2

Date range: from: 12/01/2017 to 12/31/2017

City of Evansdale

Invoice Date: 12/21/2017

Invoice Number: 36321

	Date	Billed Units	Billed Rate	Billed Amount
Construction Phase				
Time and Expense				
Labor				
Project Manager				
Eng-Administration				
JERRY L. SHOFF	12/11/2017	2.00	101.00	202.00
Telephone calls to & from ASU about status of back-ordered expansion ring / Contractor proposes to furnish new 42" RCP / Grind & re-insert valve / Begin preparing Change Order No. 2				
JERRY L. SHOFF	12/12/2017	1.00	101.00	101.00
call to Eric S. of ASU regarding Change Order No. 2 / need significant price reduction from first submittal				
JERRY L. SHOFF	12/13/2017	1.50	101.00	151.50
Reviewed & revised Change Order No. 2 & discussed w/ MS & RF				
WILLIAM N. WRIGHT	11/30/2017	0.30	101.00	30.30
Follow-up on status of re-order for 42" expansion ring				
Eng-Meetings/Site Visit				
JERRY L. SHOFF	11/29/2017	1.00	101.00	101.00
Review status w/ staff / check on shipping delivery schedule/ discuss schedule & contractor procedures				
Employee type total				585.80
Project Engineer				
Eng-Computer Drafting/Design				
MATTHEW J. SCHINDEL	12/1/2017	1.50	90.00	135.00
Discussion with Jerry and Erik on what next step is. Wrong part ordered so had to send back. 2 more weeks to get new ring				
Eng-Meetings/Site Visit				
MATTHEW J. SCHINDEL	12/11/2017	1.00	90.00	90.00
Two phone calls with Erik Stansbery regarding what to do with the 42" check valve. Reviewed proposal and implementing after Jerry's review				
MATTHEW J. SCHINDEL	12/13/2017	1.50	90.00	135.00
Change order #2 modifications. had to update the template form per Jerry				
Employee type total				360.00
Field Engineer				
Eng-Meetings/Site Visit				
RYAN J. FISCHER	12/12/2017	0.50	83.00	41.50
Assist Matt S w change order				
Employee type total				41.50

Client Invoice Register

Clapsaddle-Garber Associates

Thursday, December 21, 2017

Page 2 of 2

Date range: from: 12/01/2017 to 12/31/2017

City of Evansdale

Invoice Date: 12/21/2017

Invoice Number: 36321

	Date	Billed Units	Billed Rate	Billed Amount
Administration-Clerical				
Office-Administration				
BETH A. KIRKEVOLD	11/24/2017	0.20	49.00	9.80
cld All seasons re sign for Pay Est.; couldn't find his; Got CGA's copy from file; contactd ES; he will be in to sign				
			Employee type total	9.80
			Labor total	997.10
			Phase total	997.10
			Total	997.10
			Project total	997.10
			Invoice total	997.10



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 641-752-6701

City of Evansdale
 DeAnne Kobliska
 City Hall
 123 North Evans Dr
 Evansdale, IA 50707

Invoice number 36322
 Date 12/21/2017

Project **922C-16 River Forest Road Levee Trail
 Construction Phase**

For Professional Services After 11/18/2017 to 12/16/2017

TAP-U-2432(612)--8I-07

Construction Engineering Services
 Professional Fees

	Hours	Rate	Billed Amount
RYAN J. FISCHER	15.60	83.00	1,294.80
		Invoice total	1,294.80

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
36322	12/21/2017	1,294.80	1,294.80				
	Total	1,294.80	1,294.80	0.00	0.00	0.00	0.00

All invoices are due upon receipt. A late charge of 1.5% per month will be added to any unpaid balance after 30 days.

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Client Invoice Register

Clapsaddle-Garber Associates

Thursday, December 21, 2017

Page 1

Date range: from: 12/01/2017 to 12/31/2017

City of Evansdale

Invoice Date: 12/21/2017

Invoice Number: 36322

	Date	Billed Units	Billed Rate	Billed Amount
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Construction Engineering Services

Time and Expense

Labor

Field Engineer

Eng-Administration

RYAN J. FISCHER	11/22/2017	3.00	83.00	249.00
DOT audit prep, final pay est, emails to DOT				
RYAN J. FISCHER	11/20/2017	2.00	83.00	166.00
Audit prep				
RYAN J. FISCHER	11/21/2017	1.10	83.00	91.30
Update project file, review materials audit 101 form				
RYAN J. FISCHER	11/28/2017	1.50	83.00	124.50
Calls with contractor, closeout quantities				
RYAN J. FISCHER	11/27/2017	2.00	83.00	166.00
Materials audit paperwork				
RYAN J. FISCHER	11/29/2017	2.00	83.00	166.00
Final audit paperwork				
RYAN J. FISCHER	11/30/2017	3.00	83.00	249.00
IM 101 draft				
RYAN J. FISCHER	12/8/2017	0.50	83.00	41.50
Calls/emails w contractors re mulch change order				
RYAN J. FISCHER	12/15/2017	0.50	83.00	41.50
Email PCI re mulch change order doc				

Employee type total	1,294.80
Labor total	1,294.80
Phase total	1,294.80
Total	1,294.80
Project total	1,294.80
Invoice total	1,294.80



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Invoice number 36323
 Date 12/21/2017

Project 1664-CF 2017 Streets Rehabilitation - Evansdale

For Professional Services After 11/18/2017 to 12/16/2017

Description	Contract Amount	Percent Complete	Total Earned	Prior Billed	Current Billed
Preliminary Planning & Cost Estimating	5,800.00	100.00	5,800.00	5,800.00	0.00
Lafayette Road (West) Design & Drawings	21,000.00	100.00	21,000.00	21,000.00	0.00
Evans Road Design & Drawings	46,500.00	100.00	46,500.00	46,500.00	0.00
Roosevelt Road Design & Drawings	22,300.00	100.00	22,300.00	22,300.00	0.00
Lawrence Avenue Design & Drawings	7,000.00	100.00	7,000.00	7,000.00	0.00
Feldt Avenue Design & Drawings	7,000.00	100.00	7,000.00	7,000.00	0.00
Bid Package & Letting	6,100.00	100.00	6,100.00	6,100.00	0.00
Total	115,700.00	100.00	115,700.00	115,700.00	0.00

Construction Phase Services

Professional Fees

	Hours	Rate	Billed Amount
Project Manager	7.50	101.00	757.50
Engineering Technician II	6.00	55.00	330.00

Expenses

	Units	Rate	Billed Amount
Light Duty Truck Mileage	27.00	0.60	16.20
Personal Vehicle Mileage	28.00	0.60	16.80
Total Station/Trimble Equip.	0.70	10.00	7.00

Phase subtotal 1,127.50

Invoice total **1,127.50**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
36323	12/21/2017	1,127.50	1,127.50				
	Total	1,127.50	1,127.50	0.00	0.00	0.00	0.00

All invoices are due upon receipt. A late charge of 1.5% per month will be added to any unpaid balance after 30 days.

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City of Evansdale
 DeAnne Kobliska
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 123 North Evans Dr
 Evansdale, IA 50707

Invoice number 36324
 Date 12/21/2017
 Project 2426-CF Meyers Lake Pump - Evansdale
 2017

For Professional Services After 08/19/2017 to 12/16/2017

Preliminary Design Study
 Professional Fees

	Hours	Rate	Billed Amount
SCOTT J. CHRISTENSEN	2.30	63.00	144.90
WILLIAM N. WRIGHT	6.50	101.00	656.50
Phase subtotal			801.40
		Invoice total	801.40

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
36324	12/21/2017	801.40	801.40				
	Total	801.40	801.40	0.00	0.00	0.00	0.00

All invoices are due upon receipt. A late charge of 1.5% per month will be added to any unpaid balance after 30 days.

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Client Invoice Register

Clapsaddle-Garber Associates

Thursday, December 21, 2017

Page 1

Date range: from: 12/01/2017 to 12/31/2017

City of Evansdale

Invoice Date: 12/21/2017

Invoice Number: 36324

	Date	Billed Units	Billed Rate	Billed Amount
Preliminary Design Study				
Time and Expense				
Labor				
Project Manager				
Eng-Design				
WILLIAM N. WRIGHT	8/23/2017	0.50	101.00	50.50
Reviewing pump pit dimensions for installation of 16" Crisfulli pumps				
WILLIAM N. WRIGHT	11/30/2017	0.50	101.00	50.50
Review markups to schedule for CAD work				
WILLIAM N. WRIGHT	12/1/2017	2.50	101.00	252.50
Structure and embankment layout				
WILLIAM N. WRIGHT	12/4/2017	0.50	101.00	50.50
Researching alternate pumps				
WILLIAM N. WRIGHT	12/5/2017	0.50	101.00	50.50
Researching for alternate pump, dimensions required for installation				
WILLIAM N. WRIGHT	12/7/2017	2.00	101.00	202.00
Researching alternate storm water pumps				
Employee type total				656.50
Senior Engineering Technician				
Eng-Computer Drafting/Design				
SCOTT J. CHRISTENSEN	12/1/2017	0.30	63.00	18.90
Plot LiDAR for Bill in area of interest and create a working sheet for him to use on his design.				
SCOTT J. CHRISTENSEN	12/8/2017	2.00	63.00	126.00
Drafting based on mark ups to Bill's proposed structure. Created grading to accomodate flat surface along back side of Pump station for vehicle access. Plot copies for Bill to review.				
Employee type total				144.90
Labor total				801.40
Phase total				801.40
Total				801.40
Project total				801.40
Invoice total				801.40



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City of Evansdale
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Invoice number 36325
 Date 12/21/2017
 Project 2425-CF Trail Ave 12" Force Main
 Relocation - Evansdale 2017

For Professional Services After 10/21/2017 to 12/16/2017

Preliminary Design

Professional Fees

	Hours	Rate	Billed Amount
JERRY L. SHOFF	2.00	101.00	202.00
WILLIAM N. WRIGHT	1.00	101.00	101.00
Phase subtotal			303.00
		Invoice total	303.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
36325	12/21/2017	303.00	303.00				
	Total	303.00	303.00	0.00	0.00	0.00	0.00

All invoices are due upon receipt. A late charge of 1.5% per month will be added to any unpaid balance after 30 days.

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Client Invoice Register

Clapsaddle-Garber Associates

Thursday, December 21, 2017

Page 1

Date range: from: 12/01/2017 to 12/31/2017

City of Evansdale

Invoice Date: 12/21/2017

Invoice Number: 36325

	Date	Billed Units	Billed Rate	Billed Amount
Preliminary Design				
Time and Expense				
Labor				
Project Manager				
Eng-Design				
WILLIAM N. WRIGHT	10/23/2017	0.50	101.00	50.50
Review existing data and prelim plan with Jerry				
WILLIAM N. WRIGHT	10/26/2017	0.50	101.00	50.50
Discussed project scope with Jerry regarding use of line stops during construction				
Eng-Administration				
JERRY L. SHOFF	11/28/2017	2.00	101.00	202.00
Review status & schedule / schedule meeting w/ UTECO				
Employee type total				303.00
Labor total				303.00
Phase total				303.00
Total				303.00
Project total				303.00
Invoice total				303.00



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City of Evansdale
 DeAnne Kobliska
 City Hall
 123 North Evans Dr
 Evansdale, IA 50707

Invoice number 36326
 Date 12/21/2017
 Project **Evansdale General Engineering**

For Professional Services After 10/21/2017 to 12/16/2017

3rd Ave./Atkins Drainage Easement

Professional Fees

	Hours	Rate	Billed Amount
JERRY L. SHOFF	1.00	101.00	101.00

Doris Dr. Temporary Construction Easement

Professional Fees

	Hours	Rate	Billed Amount
JERRY L. SHOFF	3.50	101.00	353.50

Small Projects / General Engineering

Professional Fees

	Hours	Rate	Billed Amount
WILLIAM N. WRIGHT	0.80	101.00	80.80

Invoice total **535.30**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
36326	12/21/2017	535.30	535.30				
	Total	535.30	535.30	0.00	0.00	0.00	0.00

All invoices are due upon receipt. A late charge of 1.5% per month will be added to any unpaid balance after 30 days.

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Client Invoice Register

Clapsaddle-Garber Associates

Thursday, December 21, 2017

Page 1

Date range: from: 12/01/2017 to 12/31/2017

City of Evansdale

Invoice Date: 12/21/2017

Invoice Number: 36326

	Date	Billed Units	Billed Rate	Billed Amount
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3rd Ave./Atkins Drainage Easement

Time and Expense

Labor

Project Manager

Eng-Administration

JERRY L. SHOFF	10/31/2017	1.00	101.00	101.00
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Met w/ Mayor & Mark Atkins to review revised alternative design / need to stake easement , back of curb & driveway

Employee type total	101.00
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Labor total	101.00
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Phase total	101.00
-------------	--------

Doris Dr. Temporary Construction Easement

Time and Expense

Labor

Project Manager

Eng-Administration

JERRY L. SHOFF	11/29/2017	2.00	101.00	202.00
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Right-of-way Acquistition / Doris Dr. / review City recorded documents/ call Mayor regarding status / Final Plat NOT recorded /call Pilot Real Estate attorney

JERRY L. SHOFF	12/4/2017	1.50	101.00	151.50
----------------	-----------	------	--------	--------

Reviewed current status w/ AM / Need original Subdivision Plat re-filed by original survey / Requested Aaron to contact Jim Licky w/ MMS to provide new plat / Cost approx.\$1000. +/-

Employee type total	353.50
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Labor total	353.50
-------------	--------

Phase total	353.50
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Small Projects / General Engineering

Time and Expense

Labor

Project Manager

Eng-Administration

WILLIAM N. WRIGHT	11/29/2017	0.80	101.00	80.80
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Doris Drive Extra Work - Research contract for non-performance and drafting letter for Mayor Faas regarding Vieth subcontractor performance

Employee type total	80.80
---------------------	-------

Labor total	80.80
-------------	-------

Phase total	80.80
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Total	535.30
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Project total	535.30
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Invoice total	535.30
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CITY OF EVANSDALE

AGREEMENT – CITY ATTORNEY

This Agreement, made and entered into January 2, 2018, by and between the City of Evansdale, State of Iowa, a municipal corporation (“the City”), and Laura L. Folkerts (“Attorney”), each of whom understand as follows:

WITNESSETH:

WHEREAS, the City desires to retain the services of Laura L. Folkerts, Dutton, Braun, Staack & Hellman, PLC, as City Attorney of the City of Evansdale as provided by the Code of Ordinances for the City of Evansdale; and

WHEREAS, it is the desire of the Council to secure and retain the services of the Attorney and to provide a means for terminating the Attorney’s services at such time as she may be unable to fully discharge her duties or when the City may otherwise desire to terminate her services; and

WHEREAS, Attorney desires to serve as City Attorney of Evansdale;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **SCOPE**. The City agrees to utilize the services of Laura L. Folkerts as City Attorney, beginning immediately, to perform other duties and functions as the City Council shall from time to time assign. Attorney may accept and provide non-exclusive legal services for other parties.

2. **TERM**. This Agreement shall be in effect through December 31, 2019. Nothing in this section shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Attorney at any time. Nothing in this Section shall prevent, limit or otherwise interfere with the right of the Attorney to resign at any time from this position with the City. In the event the Attorney voluntarily resigns her position with the City, the Attorney shall give the City a six week notice in advance, unless the parties agree otherwise in writing.

3. **COMPENSATION**. Effective immediately, the City agrees to pay Attorney for her services at an hourly rate of \$175.00 per hour. Attorney shall submit monthly bills to the City to be due and paid upon receipt. Extensive travel is not anticipated for this position, however, the City will reimburse for mileage for use of Attorney’s personal vehicle for any City business conducted outside of Black Hawk County, Iowa, per federal and state regulations.

4. **OTHER TERMS AND CONDITIONS OF AGREEMENT**. The City, in consultation with the Attorney, may fix any such other terms and conditions of this Agreement, as it may determine from time to time, relating to the performance of Attorney, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Code of Ordinances for the City of Evansdale, or any other law.

5. **NOTICES**. Notices pursuant to this Agreement shall be given by mailing such Notice to the addresses as follows:

Mayor Doug Faas
Evansdale City Hall
123 N Evans Road
Evansdale, IA 50707

Laura L. Folkerts
Dutton, Braun, Staack & Hellman, PLC
PO Box 810
Waterloo, IA 50704

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal services or as the date of deposit of such written notice in the course of transmission with the United States Postal Service.

6. **GENERAL PROVISIONS.**

- A. No change, modification or waiver of any term in this Agreement shall be valid unless it is in writing and signed by both parties. This Agreement constitutes the entire Agreement between the parties and supersedes all prior oral or written Agreements or understandings between the parties.
- B. This Agreement is effective immediately.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- D. This Agreement shall not be construed for or against either party. The Agreement is governed by the laws of the State of Iowa.

THEREFORE, the City of Evansdale, Iowa, has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Attorney has signed and executed this Agreement, effective on the day and year first above written.

CITY:

ATTORNEY:

Doug Faas, Mayor
City of Evansdale, Iowa

Laura L. Folkerts, Attorney

ATTEST:

DeAnne Kobliska, City Clerk

RESOLUTION 6178

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, AUTHORIZING PAYMENT #4 (FINAL QUANTITIES) TO ASPRO, INC. IN THE AMOUNT OF \$3,290.78 FOR THE 2017 STREET REHABILITATION PROJECT

WHEREAS, the City entered into a contract with Aspro, Inc. for the 2017 Street Rehabilitation Project; and

WHEREAS, the City's Engineer, Heather Thomas has reviewed the construction progress through December 27, 2017 and recommends payment to Aspro, Inc. of Waterloo, Iowa

Request attached

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Evansdale, Iowa, that pay application #4 (Final Quantities) in the amount of \$3,290.78 hereby authorized to be issued for the 2017 Street Rehabilitation Project

PASSED AND ADOPTED THIS 2ND DAY OF JANUARY 2018

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

Construction Pay Estimate No. 4 (FINAL QUANTITIES)

Project Description: 2017 Streets Rehabilitation HMA Overlay Improvements

Date of Contract: June 6, 2017

Contractor:

Aspro, Inc.

Owner:

City of Evansdale

Total Base Bid	\$1,395,329.13	Construction Completed to Date (See Attached Tab)	\$1,333,461.86
Change Order #1	-		
Change Order #2	-		
		Total Amount Earned to Date	\$1,333,461.86
		Less Previous Payment No. 1	\$40,443.90
		Less Previous Payment No. 2	\$969,848.44
		Less Previous Payment No. 3	\$253,205.65
		Less Retainage 5.0%	\$66,673.09
TOTAL CONTRACT PRICE	\$1,395,329.13	<u>AMOUNT DUE THIS ESTIMATE</u>	\$3,290.78

Requested by Contractor:

 _____ Aspro, Inc.	PRESIDENT _____ Title	12/22/17 _____ Date
---	-----------------------------	---------------------------

Recommended by Engineer:

 _____ Heather Thomas Clapsaddle-Garber Associates, Inc.	Project Manager _____ Title	12/22/17 _____ Date
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Approved by Owner:

_____ City of Evansdale	_____ Title	_____ Date
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Prepared by: KNW/HAT
 Clapsaddle-Garber Associates
 Cedar Falls, Iowa

CGA Project No. 1664.06

**APPLICATION FOR PAYMENT
UNIT PRICE CONTRACT**

PROJ: 2017 Streets Rehabilitation HMA Overlay Improvements
PN: 1664.06

APPLICATION NO: #4 (FINAL QUANTITIES)
APPLICATION DATE: 12/27/2017
FOR PERIOD: THROUGH 12/18/17

A	B	C	D	F	G	H	I	J	L	M	N	O	P	Q	R
DESCRIPTION OF WORK	CONTRACT				WORK COMPLETED				MATERIALS PRESENTLY STORED (\$ AMOUNT)	TOTAL QTY TO DATE	TOTAL \$ AMOUNT COMPLETED AND STORED TO DATE	% (O/G)	BALANCE TO FINISH (G-O)	RETAINAGE (O*.05)	
	UNITS	QTY	UNIT PRICE	CONTRACT PRICE	TOTAL QTY PREVIOUS APPLICATION	TOTAL \$ AMOUNT PREVIOUS APPLICATION	AMOUNT THIS PERIOD	\$ AMOUNT THIS PERIOD							
1.01	TRAFFIC CONTROL	LS	1	\$14,000.00	\$14,000.00	1	\$14,000.00	0	\$0.00		1	\$14,000.00	100%	\$0.00	\$700.00
2.01	EXCAVATION, CLASS 10, WASTE	CY	42	\$40.00	\$1,680.00	42	\$1,680.00	0	\$0.00		42	\$1,680.00	100%	\$0.00	\$84.00
2.02	MODIFIED SUBBASE, 6 IN.	SY	249	\$10.00	\$2,490.00	249	\$2,490.00	0	\$0.00		249	\$2,490.00	100%	\$0.00	\$124.50
4.01	STORM SEWER, 15 IN., RCP	LF	77	\$90.00	\$6,930.00	77	\$6,930.00	0	\$0.00		77	\$6,930.00	100%	\$0.00	\$346.50
4.02	LONGITUDINAL SUBDRAIN , HDPE, 6 IN.	LF	2988	\$16.00	\$47,808.00	2871	\$45,936.00	0	\$0.00		2871	\$45,936.00	96%	\$1,872.00	\$2,296.80
4.03	SUBDRAIN OUTLETS, EXISTING STRUCTURE	EA	12	\$500.00	\$6,000.00	12	\$6,000.00	0	\$0.00		12	\$6,000.00	100%	\$0.00	\$300.00
4.04	SUBDRAIN OUTLETS, NEW STRUCTURE	EA	2	\$250.00	\$500.00	2	\$500.00	0	\$0.00		2	\$500.00	100%	\$0.00	\$25.00
4.05	SUBDRAIN CLEANOUT	EA	8	\$400.00	\$3,200.00	8	\$3,200.00	0	\$0.00		8	\$3,200.00	100%	\$0.00	\$160.00
4.06	ENGINEERING FABRIC, AS NEEDED	LF	1196	\$3.00	\$3,588.00	0	\$0.00	0	\$0.00		0	\$0.00	0%	\$3,588.00	\$0.00
6.01	STORM SEWER INTAKE, 6010.501	EA	2	\$4,500.00	\$9,000.00	2	\$9,000.00	0	\$0.00		2	\$9,000.00	100%	\$0.00	\$450.00
6.02	MANHOLE OR INTAKE ADJUSTMENT, MINOR, STORM SEWER AND TELECOMMUNICATIO	EA	28	\$825.00	\$23,100.00	26	\$21,450.00	0	\$0.00		26	\$21,450.00	93%	\$1,650.00	\$1,072.50
6.03	MANHOLE OR INTAKE ADJUSTMENT, MINOR, SANITARY SEWER	EA	30	\$1,100.00	\$33,000.00	31	\$34,100.00	0	\$0.00		31	\$34,100.00	103%	-\$1,100.00	\$1,705.00
6.04	EXISTING STORM MANHOLE CONNECTION	EA	1	\$1,500.00	\$1,500.00	1	\$1,500.00	0	\$0.00		1	\$1,500.00	100%	\$0.00	\$75.00
7.01	PCC PAVEMENT, 7 IN.	SY	218	\$72.00	\$15,696.00	221	\$15,912.00	0	\$0.00		221	\$15,912.00	101%	-\$216.00	\$795.60
7.02	CURB AND GUTTER, 30 IN., REMOVE AND REPLACE	LF	1150	\$38.00	\$43,700.00	1061	\$40,318.00	55.2	\$2,097.01		1116.2	\$42,415.01	97%	\$1,284.99	\$2,120.75
7.03	HMA STANDARD TRAFFIC BASE, 1/2" PG 58-28S	TN	4743	\$86.40	\$409,795.20	4104.7	\$354,646.08	0	\$0.00		4104.7	\$354,646.08	87%	\$55,149.12	\$17,732.30
7.04	HMA STANDARD TRAFFIC SURFACE, 1/2", PG 58-28S	TN	4348	\$90.20	\$392,189.60	4353	\$392,640.60	0	\$0.00		4353	\$392,640.60	100%	-\$451.00	\$19,632.03
7.05	PAVEMENT REMOVAL	SY	218	\$7.50	\$1,635.00	221	\$1,657.50	0	\$0.00		221	\$1,657.50	101%	-\$22.50	\$82.88
7.06	REMOVAL OF SIDEWALK	SY	399	\$7.50	\$2,992.50	369.3	\$2,769.75	11.3	\$84.75		380.6	\$2,854.50	95%	\$138.00	\$142.73
7.07	REMOVAL OF DRIVEWAY, PCC	SY	115	\$7.50	\$862.50	176	\$1,320.00	0	\$0.00		176	\$1,320.00	153%	-\$457.50	\$66.00
7.08	REMOVAL OF DRIVEWAY, GRAVEL	SY	65	\$7.50	\$487.50	65	\$487.50	0	\$0.00		65	\$487.50	100%	\$0.00	\$24.38
7.09	PCC SIDEWALK, 4 IN.	SY	126	\$54.00	\$6,804.00	138.7	\$7,489.80	3	\$162.00		141.7	\$7,651.80	112%	-\$847.80	\$382.59
192.9	PCC SIDEWALK, 6 IN.	SY	252.5	\$60.75	\$15,339.38	184.6	\$11,214.45	8.3	\$504.23		192.9	\$11,718.68	76%	\$3,620.70	\$585.93
7.11	DETECTABLE WARNINGS	SF	332	\$38.50	\$12,782.00	332	\$12,782.00	16	\$616.00		348	\$13,398.00	105%	-\$616.00	\$669.90
7.12	PAVED DRIVEWAYS, 6 IN. PCC	SY	115	\$60.75	\$6,986.25	176	\$10,692.00	0	\$0.00		176	\$10,692.00	153%	-\$3,705.75	\$534.60
7.13	GRANULAR SURFACING FOR DRIVEWAYS, 6 IN.	TN	21	\$25.00	\$525.00	22	\$550.00	0	\$0.00		22	\$550.00	105%	-\$25.00	\$27.50
7.14	FULL DEPTH PATCHES, PCC, BY COUNT	EA	8	\$150.00	\$1,200.00	4	\$600.00	0	\$0.00		4	\$600.00	50%	\$600.00	\$30.00
7.15	FULL DEPTH PATCHES, PCC, BY AREA	SY	237	\$85.00	\$20,145.00	150	\$12,750.00	0	\$0.00		150	\$12,750.00	63%	\$7,395.00	\$637.50
7.16	SURFACE PATCHING, HMA	TN	15	\$250.00	\$3,750.00	42.5	\$10,625.00	0	\$0.00		42.5	\$10,625.00	283%	-\$6,875.00	\$531.25
7.17	MILLING	SY	42327	\$4.60	\$194,704.20	42327	\$194,704.20	0	\$0.00		42327	\$194,704.20	100%	\$0.00	\$9,735.21
8.01	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	165.7	\$20.00	\$3,314.00	183.9	\$3,678.00	0	\$0.00		183.9	\$3,678.00	111%	-\$364.00	\$183.90
8.02	PAINTED SYMBOLS AND LEGENDS	EA	45	\$125.00	\$5,625.00	45	\$5,625.00	0	\$0.00		45	\$5,625.00	100%	\$0.00	\$281.25
11.01	MOBILIZATION	LS	1	\$99,500.00	\$99,500.00	1	\$99,500.00	0	\$0.00		1	\$99,500.00	100%	\$0.00	\$4,975.00
11.02	REMOVE AND REINSTALL TRAFFIC SIGN	EA	2	\$625.00	\$1,250.00	0	\$0.00	0	\$0.00		0	\$0.00	0%	\$1,250.00	\$0.00
11.03	MAINTENANCE OF POSTAL SERVICE	LS	1	\$3,250.00	\$3,250.00	1	\$3,250.00	0	\$0.00		1	\$3,250.00	100%	\$0.00	\$162.50
Change Order															
1		-	-	-	\$0.00		\$0.00	0	\$0.00		0	\$0.00		\$0.00	\$0.00
2		-	-	-	\$0.00		\$0.00	0	\$0.00		0	\$0.00		\$0.00	\$0.00
3					\$0.00		\$0.00	0	\$0.00		0	\$0.00		\$0.00	\$0.00
4					\$0.00		\$0.00	0	\$0.00		0	\$0.00		\$0.00	\$0.00
					CONTRACT PRICE		TOTAL \$ AMOUNT PREVIOUS APPLICATION		\$ AMOUNT THIS PERIOD	MATERIALS PRESENTLY STORED (\$ AMOUNT)		TOTAL \$ AMOUNT COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
TOTALS:					\$1,395,329.13		\$1,329,997.88		\$3,463.98	\$0.00		\$1,333,461.86	96%	\$61,867.26	\$66,673.09

RESOLUTION 6179

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA AUTHORIZING THE MAYOR TO SIGN A 28E AGREEMENT WITH THE CITY OF ELK RUN HEIGHTS TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE CITY OF ELK RUN HEIGHTS FOR FISCAL YEAR 2019

WHEREAS, the City of Elk Run Heights is desirous of contracting law enforcement service with the City of Evansdale;

WHEREAS, the City of Evansdale is agreeable to rendering, such service on the terms and conditions hereinafter set forth; and

Per Attached Agreement

WHEREAS, the City of Elk Run Heights agrees to pay the City of Evansdale Forty-One Thousand, Three Hundred Eighty-Seven Dollars (\$41,387) per fiscal year. The payments shall be due Quarterly commencing on July 1, 2018, October 1, 2018, January 1, 2019, and April 1, 2019; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Evansdale, Iowa, authorizes the Mayor to sign the 28E Agreement for the Fiscal Year Ending June 30, 2019.

PASSED AND ADOPTED THIS 2ND DAY OF JANUARY 2018

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

28E CONTRACTUAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS CONTRACT made and entered into this _____ day of _____, 20___, by and between the City of Evansdale, Iowa (hereinafter “Evansdale”) and the City of Elk Run Heights, Iowa (hereinafter “Elk Run Heights”).

WHEREAS, Elk Run Heights is desirous of contracting law enforcement services with Evansdale, and WHEREAS, Evansdale is agreeable to rendering such service on the terms and conditions hereinafter set forth, and WHEREAS, Evansdale is agreeable to furnishing law enforcement services to Elk Run Heights as hereinafter set forth.

NOW, THEREFORE, pursuant to Chapter 28E of the Code of Iowa, 2015, the parties agree as follows:

1. Duration of Agreement. The duration of this agreement is one (1) year, commencing July 1, 2018, and terminating (including) June 30, 2019.
2. No Entity Created. No separate legal or administrative entity is created by this agreement.
3. Purpose of Agreement. The purpose of this agreement is to provide law enforcement services to Elk Run Heights.
4. Financing. Elk Run Heights shall finance the operation from general revenue. Detailed budgets and costs shall be kept by both parties. Elk Run Heights agrees to pay Evansdale for the fiscal year beginning July 1, 2018 and ending June 30, 2019 the sum of \$41,387 payable quarterly on the 15th day of the first month of each quarter.
5. Renewal. This agreement will automatically be extended for an additional one year period unless three months’ written notice of intent not to extend is given by either party.
6. Services to be Provided.
 - A. Evansdale agrees to provide law enforcement services within the corporate limits of Elk Run Heights, which services shall include but not be limited to the enforcement of state statutes, where applicable, municipal ordinances, general patrol activities, and the duties and functions of the type customarily rendered by professional law enforcement officers to enforce the ordinances of the municipal code of Elk Run Heights and the statutes of the State of Iowa by duly sworn and certified officers of Evansdale.
 - B. Evansdale agrees that it shall provide law enforcement protection within the corporate limits of Elk Run Heights, 24 hours a day, 365 days a year, on a random patrol basis, random patrol meaning that there is no fixed time in which the personnel or vehicles will appear but Evansdale will treat Elk Run Heights as part of its normal city patrolling jurisdiction and shall furnish 25 hours of random patrol within Elk Run Heights per week.

C. Officers shall attend all law enforcement related court and administrative hearings upon the request of the Elk Run Heights City Attorney or Elk Run Heights city officials.

D. Officers shall, where possible, file charges under City Ordinances of Elk Run Heights, but if Elk Run Heights has no applicable ordinance, then the charge may be filed under the applicable state statute.

E. Evansdale shall make monthly reports to the Mayor and City Council of Elk Run Heights. These monthly reports shall include the enforcement activity, number of calls, the number of investigative hours spent, and other matters which the parties may deem important to be included in these reports. These reports shall be computer based wherever possible.

F. The discipline of all officers in matters incident to performance of their services and control of all personnel shall remain with Evansdale. Evansdale shall also be responsible for all training, hiring, firing, assignment and other discipline of their employees.

G. Evansdale shall hold Elk Run Heights harmless for any liability arising out of Evansdale's performance of this contract. Elk Run Heights shall, however, remain responsible for any intentional or negligent acts of Elk Run Heights, its officers or employees, that result in liability and damages to Evansdale or third parties. Both Evansdale and Elk Run Heights shall provide their liability insurance to cover the operation and performance of this contract.

7. Responsibility of Mayor. The Mayor of Elk Run Heights shall be responsible for setting law enforcement practices and standards, generally. Said guidelines will be communicated directly to the Evansdale Police Chief by the Mayor. Laws to be enforced equally and without favor.

8. Additional Services. Evansdale will provide additional personnel and services when requested by Elk Run Heights for special events or incidents. Elk Run Heights shall pay to Evansdale the actual cost of said additional personnel and services, in the same manner as described in paragraph 9 below. Evansdale will provide time cards and other verification of costs when requested by Elk Run Heights.

9. Specialty Personnel. If it becomes necessary for Evansdale to provide special investigative, enforcement, photographic, or laboratory services to Elk Run Heights for the investigation or prosecution of any crime committed in Elk Run Heights, Evansdale shall bill Elk Run Heights on a monthly basis for said expenses at the actual cost to Evansdale. Evansdale agrees that the above services shall only be necessary if the regular patrol officer is unable to perform the needed work due to the lack of experience, training or availability. It is anticipated by the parties that the above services would only be required in the investigation of major felony matters. The billing for specialty services is done by Evansdale. An itemized statement is

prepared and sent to Elk Run Heights for receiving the services and payment for the services is sent to Evansdale and placed in the general fund as revenue.

10. Elk Run Heights Non-Liability. Elk Run Heights shall not assume any liability for the direct payment of any salaries, wages or other compensation to any Evansdale personnel performing services hereunder for Elk Run Heights, or any liability other than provided in the contract. Elk Run Heights shall not be liable for compensation or indemnity to any Evansdale employee for injury or sickness arising out of his or her employment and Evansdale hereby agrees to hold harmless Elk Run Heights from any such claim.

11. Liability Insurance. Each of the parties hereto agrees that they shall maintain the same liability insurance coverage they now have in force to insure their respective interest in this contract. Each party may require proof of insurance and certification of insurance from the other, and compliance with such a request shall not unreasonably be withheld.

12. Consultation with Elk Run Heights. Evansdale Police representatives shall make themselves available during normal working business hours to the City Council or Mayor of Elk Run Heights to discuss the law enforcement services being provided to Elk Run Heights.

13. Default. In the event one party defaults or cannot perform because of circumstances beyond its control, Evansdale shall refund Elk Run Heights an amount of money in the same proportion to the contract price as the time for non-performance is to the contract.

14. Access. All parties mutually agree to allow access to records, documents and papers to auditors of Elk Run Heights and of Evansdale as allowed by Chapter 692 of the Code of Iowa. Such access shall be allowed until three years after the expiration date of this contract.

15. Third Party Claims. Elk Run Heights shall not be responsible for any act, injury or damage arising out of the performance of this contract due solely to the fault or negligence of Evansdale. Elk Run Heights shall, however, be responsible for any act, including acts of negligence, that causes claims to be made by or against Evansdale or a third party. Each party to this agreement shall be required to defend any action as their interests appear.

16. Evansdale Non-Liability. Evansdale and its officers and employees shall not be deemed to assume any liability for intentional or negligent acts of Elk Run Heights, its officers or employees. Elk Run Heights shall hold Evansdale, its officers and employees harmless from, and shall defend Evansdale, its officers and employees against any claim for damages resulting therefrom.

17. Entire Agreement. All parties state that they have obtained the necessary approval and acceptance from their respective governing bodies to enter into this agreement and that the above provisions constitute the entire and complete agreement between the parties on this subject matter.

THE ABOVE CONTRACT is hereby entered into by the following authorized agents of the parties.

CITY OF EVANSDALE, IOWA

By: _____
Doug Faas, Mayor

ATTEST:

DeAnne Kobliska, City Clerk

CITY OF ELK RUN HEIGHTS, IOWA

By: _____
Tim Swope, Mayor

ATTEST:

Kristi Lundy, City Clerk

TENTATIVE AGREEMENT

Date: 11/22/2017

Time: 10:35am

Article 2 Section 2.4 All employees covered by this Agreement shall also comply with the City of Evansdale Policy Manual. To the extent that the terms of this Agreement and the policy manual conflict, this Agreement shall govern the parties.

Article 3: Add to Article 3 (Definitions)

PROBATIONARY PERIOD: The probationary period shall begin on the first day an employee reports to work for the Department and continue for 9 months.

ARTICLE 4

~~UNION DUES AND CHECK-OFF~~

Delete Dues Check-Off Article and adjust all remaining Article numbers accordingly.

ARTICLE 13
OVERTIME PAY

Section 13.8

If court is canceled ~~less than four (4) hours prior to the subpoenaed starting time~~ **after 6:00PM the night immediately prior to Court date** the employee shall receive two (2) hours pay computed at one and one-half (1.5) times their regular rate of pay.

ARTICLE 19
SICK LEAVE

Section 19.1

Definition: Sick leave is defined as an absence of an employee from work by reason of illness or accident. **Sick Leave accumulation shall begin day one after completion of probation.**

ARTICLE 24
INSURANCE

Employees shall pay the following base fee per month to participate in the City's group health insurance plan:

Single Plan	\$50.00
Family Plan	\$100.00

Employee Deductible (Individual/Family)

- Year 1 - \$750/\$1,250
- Year 2 - \$1,000/\$1,500
- Year 3 - \$1,250/\$1,750

ARTICLE 28
PAY RATE

Section 28.1 Wage increase of \$0.55 1st year, \$0.60 per hour ATB each year after.

Section 28.3

All full time employees will be entitled to shift differential pay on the following basis:

Affective 7/1/2018

<u>Shift</u>	<u>Rate</u>
1st Shift	None
2nd Shift	40 <u>50</u> cents per hour
3rd Shift	40 <u>50</u> cents per hour
4th Shift	40 <u>50</u> cents per hour

Affective 7/1/2020

<u>Shift</u>	<u>Rate</u>
1st Shift	None
2nd Shift	40 <u>60</u> cents per hour
3rd Shift	40 <u>60</u> cents per hour
4th Shift	40 <u>60</u> cents per hour

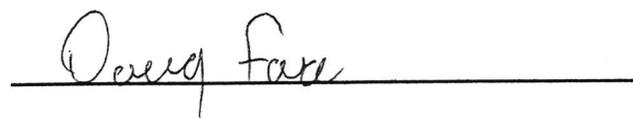
ARTICLE 29
DURATION

Section 29.1

This Agreement shall be effective July 1, ~~2015~~ 2018 and shall continue in full force and effect through the 30th day of June, ~~2018~~ 2021. All articles in this contract shall remain the same for the duration of this contract.

All other Articles remain unchanged.

Union Representative 

Employer Representative 

Employee Committee 

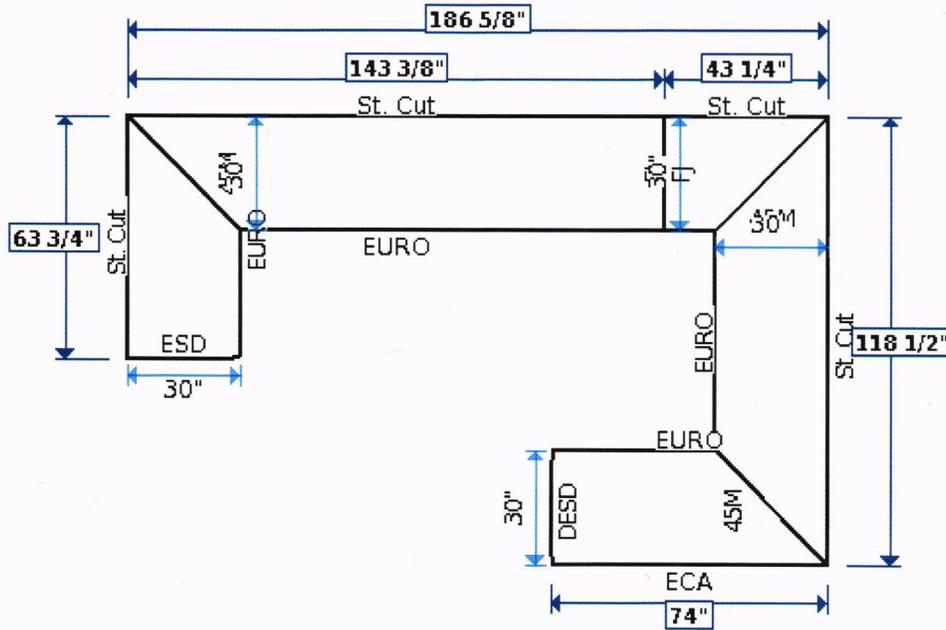
Store# 3040
 1051 E SAN MARNAN DRIVE
 WATERLOO, IA 50702-4301

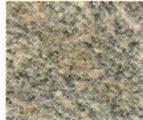
Phone: 319-234-1500
 Fax: 319-233-7900

Team Member:
 15523

ESTIMATE#: 52951084
 12-04-2017 01:32 PM

Edge: EURO Color: 6222-58, Brazilian Brown Granite



PLEASE NOTE THE FOLLOWING	Color	Edge Style
<p>Printed color may not be exact. Refer to sample chip for accurate color matching.</p> <p>Price listed is total price for all items associated with this estimate.</p> <p>Please note, you have ordered accessories with your countertop design(s).</p>	<p>6222-58-Brazilian Brown Granite</p>  <p>Matte Finish</p>	<p>European</p> 
<p>Today's Estimated Price</p> <h1>\$1,287.77</h1> <p>Price is for all items on this estimate.</p>		

This is an estimate. It is given only for general price information. This is not an offer and there can be no legally binding contract between the parties based upon this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form and are not inclusive of taxes, delivery, packaging or any other charges which may or may not need to be added when ultimately purchasing products from this estimate. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY OF THE MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by guest and Menards is not responsible for any errors in the information on the estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST, BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS.