

**REGULAR CITY COUNCIL MEETING  
TUESDAY – FEBRUARY 5, 2019 – 6:00 PM  
EVANSDALE CITY HALL**

**AGENDA**

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Approval of the February 5, 2019 agenda
5. 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 January 15, 2019 regular meeting minutes and January 29, 2019 special meeting minutes
  - b. Liquor License:
    - i. Dollar General – BC0029891 – Effective 02/28/2019 – Ownership
    - ii. Dollar General – BC0029891 – Effective 02/28/2019 – Renewal
  - c. New Cigarette License:
    - i. Ray’s Supermarket II, 3452 Lafayette Road
6. New Liquor License Ray’s Supermarket II, effective upon council approval
7. New Liquor License Sol & Luna Mexican Family Restaurant, effective upon council approval
8. Discussion/possible action: Garbage rate increases presented by Blane Benham with Black Hawk Waste Disposal
9. Resolution 6287 authorizing payment of bills and transfers
10. Resolution 6288 authorizing publication of salaries and compensation of City officials and employees
11. Resolution 6289 approving final retainage payment #8 to Peterson Contractors, Inc., Reinbeck, Iowa for the River Forest Road Reconstruction Project in the amount of \$29,983.48
12. Resolution 6290 approving tax abatement for 829 Jakob Lane
13. Resolution 6291 approving tax abatement for 120 3<sup>rd</sup> Street
14. Resolution 6292 approving application to Black Hawk Gaming Association for playground equipment and authorizing the Mayor to sign said document
15. Resolution 6293 approving application to Black Hawk Gaming Association for a powered ambulance cot for the fire department and authorizing the Mayor to sign said document
16. Resolution 6294 approving application to The Wellmark Foundation for playground equipment and authorizing the Mayor to sign said document

17. Resolution 6295 approving an agreement with Electric Pump, Inc. for the Arbutus Lift Station Rehabilitation Project in the amount of \$114,321, approve performance and payment bonds, and authorize the Mayor to sign said agreement
18. FY2020 Budget discussion
19. Public discussion: non-agenda items
20. Mayor/Council Reports
21. Adjournment

CITY HALL  
EVANSDALE, IOWA, JANUARY 15, 2019  
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. Councilors present in order of roll call: Bender, Walker, Loftus, Dewater, and Seible. Quorum present.

Loftus/Walker to approve January 15, 2019 agenda as amended by removing items eight (8) and nine (9) from the agenda. Ayes-Five. Motion carried.

Dewater/Seible to approve the following items on the January 15, 2019 consent agenda. a. Approval of January 2, 2019 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 (Dec), Building Inspection Report (Dec), Clerk/Treasurer Report (Dec), Code Enforcement Report (Dec), Evansdale Municipal Housing (n/a), Library (Dec), Parks & Rec Dept. (Dec), Planning & Zoning (n/a), Police Dept. (Dec), Storm Water Commission (n/a), and Water Works (Dec). c. Liquor License Renewal: The Other Place III-LC0011675-effective 03-08-19. d. New Tobacco Permit: Station Mart #2, 1119 River Forest Rd. Roll call vote: Ayes-Five.

Walker/Loftus to approve new liquor license for Station Mart #2, 1119 River Forest Rd. (Corporation Change). Place on file approved convenience store Occupancy Permit approved by Planning & Zoning Commission at January 8, 2019 meeting. Ayes-Five. Motion carried.

Loftus/Seible to approve new Liquor License for Casey's General Store #2864, 1038 River Forest Rd.-Class E Liquor License. Ayes-Five. Motion carried.

Walker/Loftus to approve request from volunteer firefighter Trey Manthey-Lamon to hold his wedding at the Community Response Center on June 8, 2019 as approved by Chief Ryan Phillips. Councilor Dewater questioned if he checked with parks on utilizing Angels Park. Mayor Faas responded that Chief Phillips approved the event beforehand. Councilor Seible questioned if we were setting a precedence for future use of the Community Response Center and questioned why they weren't going to utilize Angels Park for the event instead. Mayor Faas responded that Chief Ryan approved it before it went to the park board. Councilor Walker stated since Trey Manthey-Lamon was a city volunteer firefighter donating his time to our community that he should be able to utilize the center for an event. Ayes-Five. Motion carried.

Bender/Loftus to approve Resolution 6283 authorizing payment of bills and transfers. Roll call vote: Ayes-Five.

Walker/Bender to open Public Hearing: Adopting the 2019 City of Evansdale Comprehensive Plan Update at 6:08 p.m. Ayes-Five. Motion carried. Proof of publication on file, no comments received. Mayor Faas stated that he attended all of the community and planning and zoning meetings where plan was discussed and recommended approval of plan. Councilor Dewater questioned if we were approving a draft version. Brian Schoon, INRCOG, responded that this was the final version of the plan, but council could make changes if they wished. Loftus/Dewater to close public hearing at 6:10 p.m. Ayes-Five. Motion carried.

Walker/Loftus to approve Resolution 6284 adopting the 2019 City of Evansdale Comprehensive Plan Update. Roll call vote: Ayes-Five.

Bender/Dewater to approve Resolution 6285 approving amendments to Development Agreement with One Site Development, LLC. Councilor Dewater questioned the amendment. Mayor Faas responded that it pertained to the easement changes. Roll call vote: Ayes-Five.

Seible/Bender to approve Resolution 6286 approving agreement with Aureon Networks Services, Inc. to utilize public rights-of-way for the installation, operation, and maintenance of a fiber optic network. Roll call vote: Ayes-Five.

Dewater/Loftus to approve request by Mayor to have the compressor replaced at the CRC for the radiant flooring by Air Services in an amount not to exceed \$4,790. Ayes-Five. Motion carried.

Walker/Bender to approve request by Mayor to enter into a maintenance agreement with Air Services in the amount of \$1,900 annually and to sign said agreement. Ayes-Five. Motion carried.

Seible/Loftus to approve request by the Police/Fire Chief to purchase commercial washer/dryer combination from People's Appliance in the amount of \$2,665.85. Chief Jensen stated that the fire coat manufacturer recommended the front-loading wash machine so the excess water would be spun out of uniform. Ayes-Five. Motion carried.

Walker/Seible to approve request from Waste Water Foreman to delegate authority to award a contract to the Mayor for competitive quotations, Iowa Code section 26.14, subsection 3b for the Arbutus Lift Station Rehabilitation Project in an amount not to exceed \$139,000. Mayor Faas stated that this is only to approve the lowest bid received the approval of the contract will be on the following agenda for council's approval. Ayes-Five. Motion carried.

FY2020 Budget discussion: Mayor Faas reviewed budget changes as follows: Road use fund at \$158,955 in the deficit as we will not be utilizing budgeted dollars as planned for FY19; the general fund at levy rate of 8.10 will be in the deficit of \$180,860 if taken up to 9.71 we will have a surplus of \$18,000. The increases for the general fund include fire/police-radio access fees, library expanding hours of the library, parks board to bring mowing contract back in house and hire a full-time seasonal employee, we also budgeted \$200,000 for upgrades to our playground equipment at several of our city parks, but is offset by \$150,000 in possible grant revenues, if grants not received the budget for equipment will amount to \$50,000. Tom Nichols, 616 Grand Blvd., stated that ICAP the city's insurance company reviewed playground equipment and found several pieces that needed to be replaced. The parks dept. has hired an independent inspector to evaluate the playground equipment which in turn would allow the dept. to update equipment over a five (5) year period. Mayor Faas also stated that the full-time seasonal employee will also inspect playground equipment on a weekly basis. Mr. Nichols also stated that the playground equipment at Bunger park had been removed and plans for a off leash dog park were in the process. Mayor Faas stated that there was an opportunity to receive a grant for a possible off leash dog park. Councilor Seible concerned about funds budgeted for park equipment. Mayor Faas responded that \$150,000 of those funds wouldn't be spent if the grant wasn't received. Councilor Dewater questioned if the budget profile could include the percentage amount of line item increases. Seible questioned if reserves could be utilized to reduce the levy rate and requested general fund reserves from the last 3 years.

Seible/Walker to approve to approve request from Mayor to have a budget workshop on January 29, 2019 at 6:00 p.m. Ayes-Five. Motion carried.

Public Discussion: non-agenda items: None.

Mayor/Council Reports: Mayor Faas updated council on the following items: meeting with Black Hawk Gaming to discuss their new grant application procedures; Mark Boland with Boland Recreation will complete a tour of the parks allowing him to put plans together for the Wellmark grant application; City Attorney reviewing ordinances on alcohol use in city parks and allowable uses in R-1 residential district; the Mayor also discussed the completed traffic count for Lafayette Road that amounted to 1,800 vehicles per day 65-95% 2 axle vehicles, copy of survey available at City Hall; City of Waterloo will be closing Dubuque Road for undetermined amount of time and want to detour traffic to Lafayette Rd. and North Evans Rd. we are researching the rules regarding the truck traffic as our ordinance doesn't allow trucks over ten (10) ton. Councilor Dewater questioned the Mayor and Council if they had had any complaints from the holiday fireworks. Mayor Faas stated that he had one, Chief Jensen stated that he hadn't received any. Dewater stated that council agreed to readdress ordinance after the last season and wondered what the council's thoughts were, as he had several complaints again. Mayor Faas responded that it was up to council if they wanted to amend the ordinance. Tom Nichols, 616 Grand Blvd. stated that he believed it would die down after time once the novelty wore off. Councilor Seible stated that Fred had sold Pronto and that he wasn't doing well. Councilor Walker questioned Public Works Director Schares what the technicians found out about our John Deere loader. Schares responded that they were milling the heads, would run loader for 50-100 hours, and re-sample the oil. Walker questioned where the metal shavings were coming from. Schares responded that it had a blown head gasket.

There being no further discussion, Seible/Dewater to adjourn the meeting at 7:03 p.m. Ayes-Five. Motion carried.

**ATTEST:**

---

**Doug Faas, Mayor**

---

**DeAnne Kobliska, City Clerk**

CITY HALL  
EVANSDALE, IOWA, JANUARY 29, 2019  
SPECIAL 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: Walker, Loftus, Dewater, Seible, and Bender. Quorum present.

Walker/Loftus to approve January 29, 2019 agenda. Ayes-Five. Motion carried.

Mayor Faas stated that he would go over each page of the budget and ask for comments. Councilor Seible questioned the general fund revenue for A park grant and the budgeted expense for replacement of park equipment. He felt the best approach to replacing equipment was make a five-year plan. Mayor Faas responded that if the grant wasn't received the project would not move forward. He also stated that he had met with Mark Boland, Boland Recreation, and he would put a plan together for equipment replacement. Councilor Walker stated that the council would have to approve any improvements that would be made to the park system. Councilor Dewater stated that the city's share regardless is \$50,000, are we all in agreement to spend that. Councilor Bender responded that we had to make the necessary upgrades.

Councilor Bender questioned if the sick/vacation/holiday pay was included in police regular wages. Mayor Faas responded yes. Councilor Seible questioned the increase in overtime. The Mayor responded that holiday overtime was included in overtime budget. Bender questioned why the sick time budget was so high. The Mayor responded that Chief Jensen would be retiring in FY20 and the budget item included his retirement payout for both sick and vacation. Seible also questioned the total that would be spent on the squad car. Chief Jensen responded that we will seek the state bid and accessory replacement by Racom, but it is an estimate. Seible also questioned the overtime budgeted for building inspection. The Mayor responded that the city will begin their sump pump inspection program and that Schares, Even, Even, and Wirtz were spearheading the program.

Councilor Seible questioned the increase in the library personnel wages, library hours, and budget for books. He stated that we shouldn't be increasing their budget but find ways to reduce the budget in order to remain fiscally responsible. Councilor Bender questioned the activity in the library and if we could cut the book budget by half. The Library Director Shannon Jensen responded that the Library Board had made the decision to increase hours and make her position full-time and if we don't continuously update our books and materials to be checked out there would be no need for a library. She also stated that the library averages between 700-1,000 books, DVD's, etc. that are checked out every month and people don't want to read the same books/DVD's all the time they want new and recent product. Mayor Faas stated that a new hard cover book retails for \$25-\$30, it can be checked out for 2 weeks for free. We must look at the service we are providing for our residents and the quality of life in our city. Seible responded that we have a good quality of life in this city, but we need to reduce the budget and these departments need to be accountable. Councilor Walker stated that the library is one of the greater services that we offer in our community and to not update our product would be unfavorable to the residents that utilize the service. Mayor Faas stated that not everyone uses the library but not everyone uses the ambulance service, police services or park system but they are services that pertain to quality of life. Seible requested time with each department head to go over their budget. Bender stated that the budget is laid out in front of us, the department heads are here and can answer any questions we have.

Councilor Seible questioned the budget line item for flood in parks department. Mayor Faas responded that we are removing almost \$50,000 from reserves to replace panels from the flood event last season. Councilor Walker stated that he thought we replaced the panels with removable panels after the 2016 flood. Mayor responded that FEMA would not reimburse the city for preventative maintenance and the budget was hit hard from the flood event. Seible questioned the full-time seasonal hire for the parks department. Mayor responded that the position long-term would save the city money and benefit our parks system. Councilor Walker stated that the previous park personnel handled all of Deerwood Campground maintenance, mowing, and camp collecting, now we need seven (7) employees to do the same thing. Seible responded that maybe we should be looking for similar staffing at previous levels. Walker responded that council didn't have jurisdiction over hiring, just the budget.

Mayor Faas discussed the two general fund levy rates of 8.10 and 9.7 with a deficit of \$174,000 at 8.10 and surplus of \$26,493 with levy rate at 9.7. He also discussed road use budget showing a deficit of \$158,000, however, some budgeted expenses for FY19 were postponed until FY20 so the reserves would be available. He also discussed employee benefits that were levied and reserves that would be utilized as well as lost funds. He also explained that we would need to increase the levy for employee benefits/property insurance for fiscal year FY2021. He discussed TIF, capital projects, waste water, garbage/landfill, and storm water. He also discussed addressing waste water rate increases later this year as we prepare for the waste water treatment plant upgrades. He also addressed the issue with increasing costs for recycling and that Black Hawk Waste would address the council at the next meeting to discuss possible increases in our rates. Councilor Walker stated that he was concerned about increasing the levy rate as we are potentially looking at doubling our waste water fees. Chris Even, Waste Water Foreman suggested incremental increases to help with waste water upgrades.

Mayor Faas gave the council a review of cities with similar populations and where their levy rates are at this time. Councilor Walker responded that he understood. Councilor Dewater stated that even with increasing the levy rate it's a minor increase to our reserves. Faas stated that every financial person he spoke with recommended a minimum of four to six month in reserves for expenses in the event of a disaster which would equal around \$1,000,000 and we are a long way away from that figure. Councilor Seible stated that he wouldn't support the 9.71 levy rate increase and also questioned if it would be feasible to combine our waste water system with Waterloo and Cedar Falls to cut costs. Mayor Faas responded that he was very involved in the discussions on the regional waste water plant and AECOM's best-case scenario for the centralization cost would be upwards of \$28,000,000 for our city and Waterloo would maintain full power of the plant and for our city, it is not an option. Councilor Dewater stated that the comparison of other city's levy rates was indeed helpful as the cities in the comparison are all relatively well-run cities, we aren't just making this up, this is what it cost to do business in the city, and we have under-funded the city in the past.

Mayor/Council Reports: Mayor Faas stated that the Lake Shore Place storm water outlet issue was repaired and the invoice for \$13,404 will be on the next set of bills to be paid.

There being no further discussion, Walker/Loft to adjourn the meeting at 7:47 p.m. Ayes-Five. Motion carried.

**ATTEST:**

---

**Doug Faas, Mayor**

---

**DeAnne Kobliska, City Clerk**

**Applicant License Application ( BC0029891 )**

<b>Name of Applicant:</b> <u>DOLGENCORP, LLC</u>		
<b>Name of Business (DBA):</b> <u>Dollar General Store #1458</u>		
<b>Address of Premises:</b> <u>3715 LAFAYETTE RD</u>		
<b>City</b> <u>Evansdale</u>	<b>County:</b> <u>Black Hawk</u>	<b>Zip:</b> <u>50707</u>
<b>Business</b>	<u>(319) 287-5603</u>	
<b>Mailing</b>	<u>100 Mission Ridge</u>	
<b>City</b> <u>Goodlettsville</u>	<b>State</b> <u>TN</u>	<b>Zip:</b> <u>37072</u>

**Contact Person**

<b>Name</b> Katie Durham	<b>Phone:</b> (615) 855-4000	<b>Email</b>	tax-beerandwinelicense@dollargeneral.com
--------------------------	------------------------------	--------------	--

**Classification** Class C Beer Permit (BC)

**Term:**12 months

**Effective Date:** 03/01/2020

**Expiration Date:**

**Privileges:**

Class C Beer Permit (BC)

**Status of Business**

<b>BusinessType:</b> <u>Limited Liability Company</u>	
<b>Corporate ID Number:</b> <u>XXXXXXXXXX</u>	<b>Federal Employer ID</b> <u>XXXXXXXXXX</u>

**Ownership**

**Dollar General Corporation**

**First Name:** Dollar **Last Name:** General Corporation  
**City:** Goodlettsville **State:** Tennessee **Zip:** 37027  
**Position:** N/A  
**% of Ownership:** 100.00% **U.S. Citizen:** Yes

**Lawrence Gatta**

**First Name:** Lawrence **Last Name:** Gatta  
**City:** Brentwood **State:** Tennessee **Zip:** 37027  
**Position:** Non-Member Manager  
**% of Ownership:** 0.00% **U.S. Citizen:** Yes

**Jason Reiser**

**First Name:** Jason **Last Name:** Reiser  
**City:** Nashville **State:** Tennessee **Zip:** 37212  
**Position:** Non Member Manager  
**% of Ownership:** 0.00% **U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b>	
<b>Policy Effective Date:</b>	<b>Policy Expiration</b>
<b>Bond Effective</b>	<b>Dram Cancel Date:</b>
<b>Outdoor Service Effective</b>	<b>Outdoor Service Expiration</b>
<b>Temp Transfer Effective</b>	<b>Temp Transfer Expiration Date:</b>

**Applicant License Application ( BC0029891 )**

<b>Name of Applicant:</b> <u>DOLGENCORP, LLC</u>		
<b>Name of Business (DBA):</b> <u>Dollar General Store #1458</u>		
<b>Address of Premises:</b> <u>3715 LAFAYETTE RD</u>		
<b>City</b> <u>Evansdale</u>	<b>County:</b> <u>Black Hawk</u>	<b>Zip:</b> <u>50707</u>
<b>Business</b>	<u>(319) 287-5603</u>	
<b>Mailing</b>	<u>100 Mission Ridge</u>	
<b>City</b> <u>Goodlettsville</u>	<b>State</b> <u>TN</u>	<b>Zip:</b> <u>37072</u>

**Contact Person**

<b>Name</b> <u>Katie Durham</u>	<b>Phone:</b> <u>(615) 855-4000</u>	<b>Email</b> <u>tax-beerandwinelicense@dollargeneral.com</u>
---------------------------------	-------------------------------------	--

**Classification** Class C Beer Permit (BC)

**Term:**12 months

**Effective Date:** 03/01/2019

**Expiration Date:** 02/29/2020

**Privileges:**

- Class B Wine Permit
- Class C Beer Permit (BC)
- Sunday Sales

**Status of Business**

<b>BusinessType:</b> <u>Limited Liability Company</u>	
<b>Corporate ID Number:</b> <u>XXXXXXXXXX</u>	<b>Federal Employer ID</b> <u>XXXXXXXXXX</u>

**Ownership**

**Dollar General Corporation**

**First Name:** Dollar                      **Last Name:** General Corporation  
**City:** Goodlettsville                      **State:** Tennessee                      **Zip:** 37027  
**Position:** N/A  
**% of Ownership:** 100.00%                      **U.S. Citizen:** Yes

**Lawrence Gatta**

**First Name:** Lawrence                      **Last Name:** Gatta  
**City:** Brentwood                      **State:** Tennessee                      **Zip:** 37027  
**Position:** Non-Member Manager  
**% of Ownership:** 0.00%                      **U.S. Citizen:** Yes

**Insurance Company Information**

--

**Insurance Company:**

**Policy Effective Date:**

**Bond Effective**

**Outdoor Service Effective**

**Temp Transfer Effective**

**Policy Expiration**

**Dram Cancel Date:**

**Outdoor Service Expiration**

**Temp Transfer Expiration Date:**

**Instructions on the reverse side**

For period (MM/DD/YYYY) 1 / 30 / 19 through June 30, 19

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

**Business Information:**

Trade Name/DBA Ray's Supermarket II  
Physical Location Address 3452 Lafayette Rd City Evansdale ZIP 50704  
Mailing Address 3452 Lafayette Rd. City Evansdale State IA ZIP 50704  
Business Phone Number 319-232-8201

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Ray's Supermarket ZLLC  
Mailing Address 3452 Lafaye City Evansdale State IA ZIP 50704  
Phone Number 319-232-8201 Fax Number \_\_\_\_\_ Email Jroyal81791@gmail.com

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine   
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes  No   
Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

**Type of Establishment: (Select the option that best describes the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store   
Has vending machine that assembles cigarettes  Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) Shaista Yasmeen Name (please print) \_\_\_\_\_  
Signature Shaista Yasmeen Signature \_\_\_\_\_  
Date 1/23/19 Date \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$37.50
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: Black Hawk
- New  Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

**General Instructions**

- Fill in the month, day, and year that this application covers.
- All permits expire annually on June 30<sup>th</sup>.
- A new application must be submitted every year.
- All items must be completed.
- A permit will not be issued until the application is properly completed and approved.

**Business Information**

- Fill in the trade name/DBA of the business.
- Fill in the physical location address, city, and ZIP.
- Fill in the mailing address or PO Box, city, and ZIP.
- Fill in the 10-digit telephone number of the business.

**Legal Ownership Information**

- Check the legal ownership type of the business.
- Fill in the name(s) of the sole proprietor, partnership, the corporation, the LLC, or the LLP that is the legal owner of the business. This is not the store manager or the corporate president. Do not fill in the name of a person unless the type of ownership is sole proprietor.
- Fill in the 10-digit telephone number, fax number, and email address of the legal owner.

**Retail Information**

- Check the box for the type of sales at the business.
- If you make delivery sales of alternative nicotine or vapor products, also complete an Annual Application for Iowa Cigarette Permit, Tobacco Tax License, or Delivery Seller Permit 70-015.
- Check the types of products sold at the business.
- Check the box that best describes the type of business establishment.
- Print the name of the sole proprietor, the partner(s), or corporate official signing this application.
- Sign and date the application. The application must be signed by the owner, one of the partners, or one of the corporate officers listed above. A preparer's or store manager's signature is not acceptable.
- Return this application and fee to your local jurisdiction: city clerk (within city limits) or county auditor (outside of city limits).

**Permit Fees**

- The price of a retail permit depends on the location of the business and the month issued.

Location	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun
Outside of city limits	\$50.00	\$37.50	\$25.00	\$12.50
City of less than 15,000	\$75.00	\$56.25	\$37.50	\$18.75
City of 15,000 or more	\$100.00	\$75.00	\$50.00	\$25.00

**For City Clerk/County Auditor Only**

- Send completed/approved applications within 30 days of issuance to:  
 Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)  
 Fax: 515-281-7375

Visit the Iowa Department of Revenue at (<https://tax.iowa.gov>) to find information regarding minimum price, a list of approved brands, a list of licensed distributors, and answers to frequently asked questions.

All retailers need to sign up for the cigarette/tobacco elist (Listserv).

**Applicant License Application ( )**

<b>Name of Applicant:</b>	<u>Ray's Supermarket II, LLC</u>		
<b>Name of Business (DBA):</b>	<u>raysmarket</u>		
<b>Address of Premises:</b>	<u>3452 lafayette Rd</u>		
<b>City</b>	<u>Evansdale</u>	<b>County:</b>	<u>Black Hawk</u> <b>Zip:</b> <u>50707</u>
<b>Business</b>	<u>(319) 229-3586</u>		
<b>Mailing</b>	<u>3452 lafayette Rd</u>		
<b>City</b>	<u>Evansdale</u>	<b>State</b>	<u>IA</u> <b>Zip:</b> <u>50707</u>

**Contact Person**

<b>Name</b>	<u>suhaib</u>		
<b>Phone:</b>	<u>(319) 883-2191</u>	<b>Email</b>	<u>raysmarket786@gmail.com</u>

**Classification** Class E Liquor License (LE)

**Term:**12 months

**Effective Date:** 01/28/2019

**Expiration Date:** 01/01/1900

**Privileges:**

- Class B Wine Permit
- Class C Beer Permit (Carryout Beer)
- Class E Liquor License (LE)
- Sunday Sales

**Status of Business**

<b>BusinessType:</b>	<u>Limited Liability Company</u>		
<b>Corporate ID Number:</b>	<u>XXXXXXXXXX</u>	<b>Federal Employer ID</b>	<u>XXXXXXXXXX</u>

**Ownership**

**suhaib zahid**

**First Name:** suhaib **Last Name:** zahid  
**City:** cedar falls **State:** lowa **Zip:** 50613  
**Position:** president  
**% of Ownership:** 25.00% **U.S. Citizen:** No

**shaista yasmeeen**

**First Name:** shaista **Last Name:** yasmeeen  
**City:** cedar falls **State:** lowa **Zip:** 50613  
**Position:** Director  
**% of Ownership:** 25.00% **U.S. Citizen:** Yes

**Salma Haider**

**First Name:** Salma **Last Name:** Haider

**City:** cedar falls                      **State:** Iowa                      **Zip:** 50613  
**Position:** share holder  
**% of Ownership:** 25.00%                      **U.S. Citizen:** **Yes**  
**amna haider**  
**First Name:** amna                      **Last Name:** haider  
**City:** cedar falls                      **State:** Iowa                      **Zip:** 50613  
**Position:** share holder  
**% of Ownership:** 25.00%                      **U.S. Citizen:** **Yes**

**Insurance Company Information**

<b>Insurance Company:</b> <u>Western Surety Company</u>	
<b>Policy Effective Date:</b> <u>01/28/2019</u>	<b>Policy Expiration</b> <u>01/01/1900</u>
<b>Bond Effective</b> <u>2</u>	<b>Dram Cancel Date:</b>
<b>Outdoor Service Effective</b>	<b>Outdoor Service Expiration</b>
<b>Temp Transfer Effective</b>	<b>Temp Transfer Expiration Date:</b>

**Applicant License Application ( )**

<b>Name of Applicant:</b> <u>Sol &amp; Luna Mexican Family</u>		
<b>Name of Business (DBA):</b> <u>Sol &amp; Luna Mexican Family Restaurant LLC</u>		
<b>Address of Premises:</b> <u>3466 Lafayette Road</u>		
<b>City</b> <u>Evansdale</u>	<b>County:</b> <u>Black Hawk</u>	<b>Zip:</b> <u>50707</u>
<b>Business</b>	<u>(909) 938-9506</u>	
<b>Mailing</b>	<u>3466 Lafayette Road</u>	
<b>City</b> <u>Evansdale</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>50707</u>

**Contact Person**

<b>Name</b> <u>Franco</u>			
<b>Phone:</b> <u>(909) 938-9506</u>	<b>Email</b>	<u>Franthony-13@hotmail.com</u>	

**Classification** Class C Liquor License (LC) (Commercial)

**Term:**12 months

**Effective Date:** 01/21/2019

**Expiration Date:** 01/01/1900

**Privileges:**

Class C Liquor License (LC) (Commercial)

Sunday Sales

**Status of Business**

<b>BusinessType:</b> <u>Limited Liability Company</u>	
<b>Corporate ID Number:</b> <u>XXXXXXXXXX</u>	<b>Federal Employer ID</b> <u>XXXXXXXXXX</u>

**Ownership**

**Jose Franco Hermosillo**

**First Name:** Jose

**Last Name:** Franco Hermosillo

**City:**

**State:** Iowa

**Zip:** 50707

**Position:** Owner

**% of Ownership:** 100.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b> <u>Nationwide Insurance Company</u>	
<b>Policy Effective Date:</b>	<b>Policy Expiration</b>
<b>Bond Effective</b>	<b>Dram Cancel Date:</b>
<b>Outdoor Service Effective</b>	<b>Outdoor Service Expiration</b>
<b>Temp Transfer Effective</b>	<b>Temp Transfer Expiration Date:</b>

**RESOLUTION 6287**

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

ADVANCED SYSTEMS	FD-JAN 19 COPIER CONTRACT	37.04
	FD-COPIES OVERAGE	191.44
	FD-FEB 19 COPIER CONTRACT	37.04
	<b>TOTAL:</b>	<b>265.52</b>
AIRE SERVICES	PD-REPAIRS TO HEATING SYTM	463.45
	FD-REPAIRS TO HEATING SYTM	463.45
	<b>TOTAL:</b>	<b>926.90</b>
ALLEN MEMORIAL HOSPITAL	RU-DOT TESTING	26.00
ARROW INTERNATIONAL	FD-VASCULAR STABILIZER NEEDLE	194.50
AUTO PLUS	RU-WIPERS #56	12.98
	RU-COOLANT	71.94
	RU-STOCK/POWER STEERING FLUID	5.16
	<b>TOTAL:</b>	<b>90.08</b>
B.H. COUNTY TREASURER	PD-1ST & 2ND QTR RADIO ACCESS	973.46
	FD-1ST & 2ND QTR RADIO ACCESS	1,327.44
	<b>TOTAL:</b>	<b>2,300.90</b>
BLACK HAWK ELECTRICAL	PD-FIX SPOT LIGHT/FLAG POLE	235.55
	FD-FIX SPOT LIGHT/FLAG POLE	235.55
	RU-CK VARIOUS STREET LIGHT	406.52
	<b>TOTAL:</b>	<b>877.62</b>
BLACKHAWK WASTE	JAN 19 GARBAGE	17,089.75
	JAN 19 RECYCLE	3,903.75
	<b>TOTAL:</b>	<b>20,993.50</b>
BMC AG	RU-SAND	796.33
	RU-SAND	421.90
	<b>TOTAL:</b>	<b>1,218.23</b>
CENTURY LINK	SR-INTERNET	78.99
CGA	RU-FINAL 2017 ST MAINT	978.15
	SR-NO RISE CERT	5,007.03
	<b>TOTAL:</b>	<b>5,985.18</b>
CLIA LAB PROGRAM	FD-CLIA CERTIFICATION FEE	180.00
COURIER	PY-1/2 MINS & BILLS	115.97
COVENANT MEDICAL CENTER	FD-MEDICAL SUPPLIES	172.07
CREATIVE IMPACT	PD-CERTIFICATES/PLAQUE TAG	22.00
CULLIGAN WATER	SR-WATER	15.00
DIGITAL ALLY,	PD-LINK-BODY CAM & IN CAR	505.00
D.B.S&H.	PD-LEGAL FEES	770.00
	PY-LEGAL FEES	515.50
	<b>TOTAL:</b>	<b>1,285.50</b>
EES	SR-4 DIFFUSERS	215.51
EVANSDALE WATER WORKS	PY-2010 WATER ASSESSMENT/EWW	42.24
FAAS, DOUG	PY-RMRSE TRAVEL	21.80
FAREWAY STORES	SR-DISTILLED WATER	7.92
FAST LANE MOTOR PARTS	PD-GLASS CLEANER	49.98
FELD EQUIPMENT CO.	FD-RPR #202	316.00
	FD-RPR WIRING #202	231.71
	FD-12VLT AUTO PUMP/#202	575.60
	<b>TOTAL:</b>	<b>1,123.31</b>
FIRST SECURITY STATE BANK	SAFE DEPOSIT BOX RNWL	25.00
FRICKSON BROS.	SW-EXCAVATE LAKE SHORE PL	13,404.59
HARRISON TRUCK	FD-RPR AIR LEAK #201	310.13
	RU-LIGHT #59	7.21
	<b>TOTAL:</b>	<b>317.34</b>
HAWKEYE COM. COLLEGE	PD-RESERVE TRAINING	950.00
I.N.R.C.O.G.	RU-NE CORRIDOR STUDY #25	275.68
KNM SERVICES	RU-REPLACE RADIATOR #58	1,130.82
LOCKSPERTS	RU-KEYS	18.24
MENARDS	RU-LAUNDRY SUPPLIES	80.01
MORGAN, JANE	FD-BLS INSTRCTR RECERTS & CARDS	150.00

PER CC  
DISCUSSION

EMERGENCY SRV  
APPROVED BY  
MAYOR

	FD-BLS INSTRUCTOR CLASS	125.00
	<b>TOTAL:</b>	<b>275.00</b>
OVERHEAD DOOR CO	PD-RPR OVERHEAD DOORS 8 & 9	105.37
	FD-RPR OVERHEAD DOORS 8 & 9	105.38
	<b>TOTAL:</b>	<b>210.75</b>
PLATINUM PEST SERV	LIB-PEST CONTROL	11.25
	CH-PEST CONTROL	33.75
	<b>TOTAL:</b>	<b>45.00</b>
POWERPLAN	RU-FILTERS #53	83.73
PROFESSIONAL LAW ENFRMNT TRNG	PD-VANDERKOLK TRAINING	149.00
RITEPRICE OFFICE SUPPLY	CH-PAPER & SUPPLIES	35.83
	RU-SHARPIE MARKERS	9.53
	<b>TOTAL:</b>	<b>45.36</b>
	RU-LAFAYETTE RD TRAFFIC COUNT	2,950.00
	SR-SCAN PLAN SHEETS	175.12
	SR-MTHLY TESTING	586.50
	RU-FY19 MBRSHIP DUES	40.00
	RU-BRUSHER/BROOM #53	324.00
	001 GENERAL FUND	9,677.50
	005 STREETS	4,370.20
	110 ROAD USE TAX	3,268.00
	610 SEWER FUND	6,086.07
	670 LANDFILL/GARBAGE	20,993.50
	740 STORM WATER	13,404.59
	<b>GRAND TOTAL:</b>	<b>57,799.86</b>

APPROVED BY  
CC 11/07/2018

SHIVE-HATTERY  
STAPLES  
TESTAMERICA LABS  
UNITYPOINT CLINIC  
ZARNOTH BRUSH WORKS

**PREPAYS**

DRAFT	ADVANTAGE ADMIN	DEDUCTABLE EXPENSE	653.11
83457	AFLAC	LIFE INSURANCE	60.02
DRAFT	IPERS	RETIREMENT	7,751.99
83458	MET LIFE	DNTL/VISION/LIFE INS	2,755.39
83459	MFPRSI	RETIREMENT	11,409.84
83460	POLICE ASSOCIATION	P/R DEDUCT	70.00
DRAFT	TREASURE STATE OF IA	P/R DEDUCT	3,374.00
83461	VALIC	P/R DEDUCT	50.00
83462	WELMARK	INSURANCE	16,845.63
DRAFT	ADVANTAGE ADMIN	DEDUCTABLE EXPENSE	70.73
83464	ALL SEASONS UNDERGROUND	ELK RUN CREEK FLOOD CNTRL	4,023.55
83465	ALL STATE RENTAL	RU-FORKLIFT/REMOVE LIGHTS	150.00
83466	BAKER & TAYLOR	LIB-BOOKS/DVDS/VIDEOS	2,385.16
83468	BOOK SYSTEMS	LIB-UPDATE SYSTEM AGREEMENT	625.00
83469	CAPITAL ONE BANK	LIB-POSTAGE & MBMRSHIP FEES	71.08
83470	MC CLURE ENGINEERING CO.	SR-ARBUTUS LIFT STATION	4,500.00
83471	MEDIACOM	INTERNET	586.22
83472	PENNYMAC LOAN SERVICING LLC	BI-RFND PRMT 18-305/VOIDED	22.00
83473	U.S. CELLULAR	CELL PHONES	482.58
83474	USA BLUE BOOK	SR-SUPPLIES	335.77
83475	WINDSTREAM	PHONES	427.40
	<b>TOTAL PREPAYS:</b>		56,649.47

APPROVED  
BY CC  
12/04/2018

**JANUARY PAYROLL**

EFTPS:	21,143.03
BIWEEKLY PAYROLL:	61,601.51
FIRE DARTMENT PAYROLL:	2,005.61
<b>TOTAL:</b>	<b>84,750.15</b>

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF EVANS DALE, IOWA, ON THIS 5TH DAY OF FEBRUARY 2019

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

**RESOLUTION 6288**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, AUTHORIZING THE PUBLICATION OF THE SALARIES AND COMPENSATION OF THE CITY OFFICIALS AND EMPLOYEES OF THE CITY OF EVANSDALE, IOWA FOR THE CALENDAR YEAR 2018**

**WHEREAS**, Chapter 372.13 of the Iowa State Code requires the City Clerk to publish a summary of all expenditures; and

**WHEREAS**, an Attorney General's opinion dated April 12, 1978 determined that the salaries and compensation of city officials and employees are included in the publication requirement on an annual basis;

**THEREFORE, BE IT RESOLVED** by the City Council of the City of Evansdale, Iowa that the City Clerk is hereby directed and authorized to publish the salaries and compensation of the city officials and employees of the City of Evansdale, Iowa for the calendar year 2018, as required by Iowa State law, in the Waterloo Cedar Falls Courier, designated as the official legal paper for the city. Said listing is hereby attached

**PASSED AND ADOPTED THIS 5<sup>TH</sup> DAY OF FEBRUARY 2019**

**ATTEST:**

\_\_\_\_\_  
**Doug Faas, Mayor**

\_\_\_\_\_  
**DeAnne Kobliska, City Clerk**

# CITY OF EVANSDALE 2018 SALARY REPORT

EMPLOYEE NAME	SALARY	EMPLOYEE NAME	SALARY
ADAMS, WANDA	3,044.08	NEUMAN, BEN	55,981.57
ANDERSON, WINDY	379.00	NICHOLS, THOMAS	240.00
BENDER, LYNN	1,150.00	NICHOLS, TRAVIS	220.00
BODECKER, BARRY	44,518.02	NOLAN, RICHARD	220.00
CARPENTER, BRENT	4,600.00	NORMAN, MARCUS	1,339.00
CLARK, AMY E	932.95	OWENS, MICHAEL R	249.00
DEAN, MICHAEL E	53,924.38	PARKER, RONALD	275.69
DEMRY, WILLIAM J	3,541.00	PHILLIPS, RYAN A	12,396.00
DERBYSHIRE, CHERIE	810.00	PHILLIPS, STACY	631.00
DEWATER, RICHARD A	1,100.00	PICHA, AMY L	400.00
DIETZ, CASSIDY J	56,566.41	PICHA, JASON T	569.00
DOLF, HEATHER M	25.00	RAHLF, BRADLEY	1,172.00
DOLF, JASON J	25.00	RAND, DENISE	13,514.55
EASTMAN, JULIE	37,689.69	REITER, CHARLES P	198.00
ELLISON, STEFANIE A	40,907.27	RICHTER, JOSHUA	2,203.00
EVEN, CHRISTOPHER	64,681.06	RODDEN, TRAVIS	1,277.00
EVEN, JEREMY	19,423.28	SCHARES, CHRISTOPHER K	57,838.59
FAAS, DOUGLAS A	50,832.34	SCHMIDT, BRADLEY	544.00
FETTKETHER, LUCAS	5,127.32	SEIBLE, STEVEN	1,200.00
FRICKSON, ERIC	845.00	SKINNER, THOMAS C	175.40
FURMAN, JEREMY E	31,272.58	SMOCK, ALEX	1,461.00
GLEASON, ERIC	931.00	SMOCK, JUSTIN L	990.00
HAAS, AARON	150.75	STALEY, CHRISTIAN	8,990.74
HALL, RYAN L	2,308.31	STRAVER, JOHN	4,130.00
HEHIR, JENICA	31,860.19	STOCKS, TERRY	220.00
ISLEY, ANDREW R	285.03	STROHECKER, ROGER	6,500.00
JENSEN, JEFFREY A	60,681.56	SUTTON, CRAIG J	48,615.93
JENSEN, SHANNON A	32,332.54	TAYLOR, DANIEL K	55,118.92
JONES, CONNER M	50.00	THOMPSON, PHILLIP	900.00
JONES, LUCAS	839.00	TIPTON, DAVID	25.00
KETTWIG, RONALD	200.00	VANDERKOLK, JOY	48,469.05
KOBLISKA, DEANNE R	47,528.46	VELIC, ALMIR	90.00
LOFTUS, DANIEL	946.00	VISOKEY, LAURA	494.00
LOFTUS, KENNETH P	1,050.00	WALKER, GENE R	1,150.00
LUDDEN, DEL	521.00	WEBER, PETER N	4,119.00
MANTHEY-LAMON, TRE	1,564.00	WEBER, RANDY G	57,583.82
MOOTY, DUSTIN	1,708.50	WHITE, CHARLOTTE A	2,297.68
MURRAY, RUSSELL	4,522.90	WILSON, STEVE	6,730.60
NEEBEL, SUZANNE	30.00	WIRTZ, BRIAN	43,293.43
NEITH, JASON A	41,021.71	WRIGHT, JARED E	1,586.00
		<b>TOTAL</b>	<b>1,093,334.30</b>

**RESOLUTION 6289**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, AUTHORIZING FINAL RETAINAGE PAYMENT #8 TO PETERSON CONTRACTORS, INC. IN THE AMOUNT OF \$29,983.48 FOR THE RIVER FOREST ROAD RECONSTRUCTION PROJECT**

**WHEREAS**, the City entered into a contract with Peterson Contractors, Inc. for the River Forest Road Reconstruction Project; and

**WHEREAS**, the City's Engineer, Todd Moline has reviewed the construction progress through June 13, 2018 and recommends payment to Peterson Contractors, Inc. of Reinbeck, Iowa

Request attached

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Evansdale, Iowa, that final retainage pay application #8 in the amount of \$29,983.48 hereby authorized to be issued for the River Forest Road Reconstruction Project.

**PASSED AND ADOPTED THIS 5<sup>TH</sup> DAY OF FEBRUARY 2019**

**ATTEST:**

\_\_\_\_\_  
**Doug Faas, Mayor**

\_\_\_\_\_  
**DeAnne Kobliska, City Clerk**

# PETERSON CONTRACTORS, INC.

ADDRESS REPLY TO:  
104 BLACKHAWK STREET  
P.O. BOX A  
REINBECK, IOWA 50669

HEAVY & HIGHWAY CONTRACTORS



PHONE: (319) 345-2713

FAX: (319) 788-8608

January 15, 2019

City of Evansdale, IA  
Attn: Doug Faas  
123 N. Evans Rd.  
Evansdale, IA 50707

Re: STP-U-2432(613)—70-07 – River Forest Road Improvements

Dear Mr. Faas,

Peterson Contractors, Inc. is planning on having the Isolation Paving around the Existing Manhole EX M-103C at the corner of River Forest Rd. and Leonard Ave. replaced as soon as site conditions allow in the Spring of 2019. This paving appears to be loose in nature, so we will either remove and replace it, or stabilize this pavement by drilling and grouting it at no cost to the City of Evansdale, IA. We expect this work to be completed no later than 5-25-19.

If you have any additional questions, please contact me at (319) 415-5212.

Sincerely,



Chris D. Fleshner, Project Manager  
Peterson Contractors, Inc.

**RESOLUTION 6290**

**RESOLUTION APPROVING APPLICATION FOR TAX ABATEMENT ON NEWLY CONSTRUCTED DWELLING LOCATED AT 829 JAKOB LANE IN THE EVANSDALE REVITALIZATION AREA, IN THE CITY OF EVANSDALE, BLACK HAWK COUNTY, IOWA**

**WHEREAS**, Jordan Williams submitted an application dated January 16, 2019 to the City Council of the City of Evansdale, Iowa, requesting up to 75,000.00 in assessed valuation for property located at 829 Jakob Lane, and more fully described as follows:

PRAIRIE ADDITION LOT 32

be exempt for property taxation, and

**WHEREAS**, the length and amount of exemption benefit shall be in accordance with the Evansdale Revitalization Plan as officially adopted by the City Council of the City of Evansdale, Iowa, and

**WHEREAS**, said property is located within the Evansdale Revitalization Area in Evansdale, Iowa, as previously established by the City Council of the City of Evansdale, Iowa, and

**WHEREAS**, the new residential construction project regarding said property is in conformance with the Evansdale Revitalization Plan as officially adopted by the City Council for the City of Evansdale, Iowa, and

**WHEREAS**, the new residential construction on said property were made during the time in which such improvements are eligible for the tax exemption as set forth in the Evansdale Revitalization Plan as adopted by the City Council of the City of Evansdale, Iowa

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Evansdale, Iowa, that said application is hereby approved and the City Clerk is hereby authorized and directed to forward said application and a copy of this resolution to the Black Hawk County Assessor

**PASSED AND APPROVED THIS 5<sup>TH</sup> DAY OF FEBRUARY 2019**

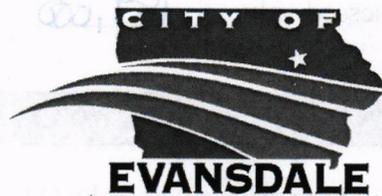
**ATTEST:**

---

**Doug Faas, Mayor**

---

**DeAnne Kobliska, City Clerk**



## APPLICATION FOR TAX ABATEMENT UNDER THE URBAN REVITALIZATION PLAN

The Evansdale Urban Revitalization Plan allows property tax exemptions for new construction residential dwellings and certain qualifying improvements to existing residential dwellings. "Residential" dwellings shall include properties assessed as residential or properties assessed as commercial and used as residential multifamily dwellings. In order to apply for tax abatement, the following criteria must be met:

1. Be located within the boundaries of the City of Evansdale
2. The improvements were made during the time the Revitalization Area was designated by ordinance as a revitalization area
3. Application must be submitted to the City Clerk on or before February 1, 2019

*NOTE: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.*

Name: Jordan Williams Address: 829 Jakob Lane

Address of the property being improved or constructed: 829 Jakob Lane

Legal description (attach if necessary):

~~Residential Home~~ Prairie Addition Lot 32

*Jordan Williams*  
Applicants Signature

1-16-19  
Date

319-721-2842  
Phone

**PLEASE FILL OUT THE FOLLOWING SECTION FOR A NEW DWELLING CONSTRUCTION:**

The first \$75,000 of assessed valuation would be exempt from taxation for a period of years depending on total assessed value (see table). All qualified real estate assessed as residential property is eligible to receive an exemption from taxation of 50% of the increased assessed value, not to exceed \$75,000, of the actual value added by the improvements or new construction, for a period of not more than five years. The length of the abatement benefit shall be in accordance with the following schedule:

If Assessed value is in range of:	Number of years to receive exemption:
0 - \$199,999	3 years
\$200,000 - \$249,999	4 years
\$250,000 & above	5 years

Date of Occupancy Permit (attach permit) 1/15/19 Estimated assessed value: \$ 189,000

**PLEASE FILL OUT THE FOLLOWING SECTION FOR IMPROVEMENTS TO EXISTING DWELLING:**

In order to be eligible for tax abatement, the increase in assessed value of the property must be (1) in an amount not less than \$10,000; and (2) result in an increase in the assessed valuation of the property improved of at least 15%. The abatement period will be four (4) years at 50% of the increased assessed value, not to exceed \$75,000 per year.

Describe Improvements:

New 1 Story Home

Date of Building Permit (attach permit) multiple Estimated project value: \$ \_\_\_\_\_

**CITY OF EVANSDALE**

\_\_\_ APPROVED \_\_\_ DENIED (EXPLAIN) DATED: \_\_\_\_\_ RES NO.: \_\_\_\_\_

**BLACK HAWK COUNTY ASSESSOR**

\_\_\_ APPROVED \_\_\_ DENIED (EXPLAIN): \_\_\_\_\_

NEW CONSTRUCTION: \_\_\_\_\_ ASSESSED VALUE \_\_\_\_\_ NO. OF YEARS

QUALIFIED IMPROVEMENTS: \_\_\_\_\_ ADDED VALUE \_\_\_\_\_ NO. OF YEARS

\_\_\_\_\_  
**T.J. Koenigsfeld,**  
**Black Hawk County Assessor**

BLACK HAWK COUNTY REAL ESTATE ASSESSMENT AND TAX INFORMATION							
Parcel ID		Deed Holder		Tax Mail to Address			
8812-04-301-009		WILLIAMS,JORDAN A		WILLIAMS,JORDAN A 829 JAKOB LN EVANSDALE, IA 50707-0000			
PDF No.	Map Area	Contract Buyer					
1	EVANSDALE-00						
Property Address				Current Recorded Transfer			
829 JAKOB LN EVANSDALE, IA 50707-0000				Date Drawn	Date Filed	Recorded Document	Type
				12/13/2017	12/27/2017	2018 011015	D

SALES			BUILDING PERMIT			
Date	Amount	NUTC / Type	Date	Number	Amount	Reason
12/13/2017	19,500	VACANT LOT - 12 / Deed	1/3/2019	FC	0	Bsmt Finish
9/4/2015	0	MULTIPLE PARCEL SALE - 12 / Deed	9/7/2018	EV 00240	4,000	Misc
12/31/2002	1,450,000	RESIDENTIAL SALE OF TWO OR MORE PARCELS-SINGLE CONSIDERATION - PRIOR 09 / Deed	7/6/2018	EV 00148	500	Misc
			5/3/2018	EV 00089	3,500	Plumb/Elec

ASSESSED VALUES/CREDITS

Year		Class					
2018		R					
100% Value	Land	Multi-Residential Land	Dwelling	Building	Total	Acres	
	21,800	0	0	0	21,800	0	
Taxable Value	Land	Multi-Residential Land	Dwelling	Building	Total		
	12,408	0	0	0	12,408		

Year		Class					
2017		R					
100% Value	Land	Multi-Residential Land	Dwelling	Building	Total	Acres	
	21,800	0	0	0	21,800	0	
Taxable Value	Land	Multi-Residential Land	Dwelling	Building	Total		
	12,125	0	0	0	12,125		

Year		Class					
2016		R					
100% Value	Land	Multi-Residential Land	Dwelling	Building	Total	Acres	
	21,800	0	0	0	21,800	0	
Taxable Value	Land	Multi-Residential Land	Dwelling	Building	Total		
	12,413	0	0	0	12,413		

TAX INFORMATION ASSESSMENT YEAR 2017 PAYABLE 2018/2019						
Tax District	390521 - EVANSDALE-WATERLOO-EAST TIF					
	Gross Value	Taxable Value	Military Exemption	Levy Rate	Gross Tax	Net Tax
Corp	21,800	12,125	0	30.72835	\$372.58	\$372.00
Nocorp	0	0	0	0	\$0.00	

	Homestead Credit	Disabled Veteran Credit	Property Tax Relief Credit	Ag Credit	Business Property Tax Credit
Corp	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Nocorp			\$0.00		

**LEGAL**

PRAIRIE ADDITION LOT 32

**LAND**

Basis	Front	Rear	Side 1	Side 2	Lot	Area	Acres
Front Foot	90	90	120	120	0	10800	0.248
<b>Totals:</b>						<b>10800</b>	<b>0.248</b>

**DWELLING CHARACTERISTICS**

<b>Type</b>		<b>Style</b>			<b>Total Living Area</b>					
Single-Family / Owner Occupied		1 Story Frame			1512					
<b>Year Built</b>	<b>Area</b>	<b>Heat</b>		<b>AC</b>	<b>Attic</b>					
2018	1512	Yes		Yes	None					
<b>Total Rooms Above</b>		<b>Total Rooms Below</b>		<b>Bedrooms Above</b>		<b>Bedrooms Below</b>				
5		0		3		0				
<b>Basement</b>		<b>Basement Finished Area</b>			<b>No Basement Floor</b>					
Full		0			0					
<b>Foundation</b>				<b>Flooring</b>						
Conc				Carp / Vinyl						
<b>Exterior Walls</b>				<b>Interior Finish</b>						
Vinyl				Drwl						
<b>Roof</b>										
Asph / Gable										
<b>Non-Base Heating</b>	<b>Floor/Wall</b>		<b>Pipeless</b>		<b>Handfired</b>		<b>Space Heaters</b>			
0										
<b>Plumbing</b>	1 Full Bath	<b>Fireplace</b>	<b>Type</b>	<b>Count</b>	<b>Porch</b>	<b>Style</b>	<b>Area</b>	<b>Extras</b>	<b>Desc</b>	<b>Quantity</b>
	1 Shower Stall Bath		1 Story Gas-Vertical	1		1S Frame Open	60		CONC	60
	1 Lavatory									
					<b>Deck</b>	<b>Style</b>	<b>Area</b>			
						Wood Deck-Med	312			

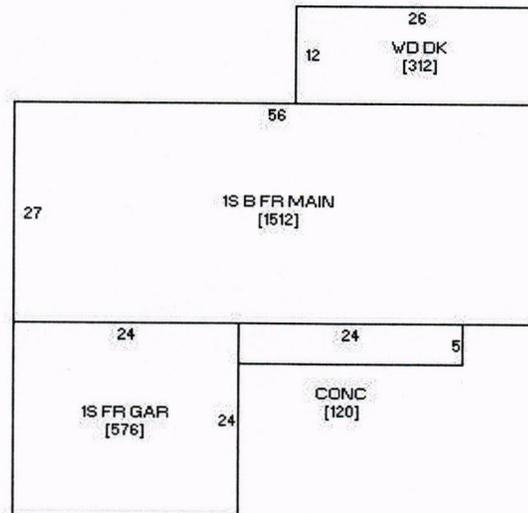
**GARAGES**

**BASEMENT STALLS**

Year Built	Style	Width	Length	Area	Basement	Qtrs Over	Area	AC
2018	Att Frame	0	0	576	0	None	0	0

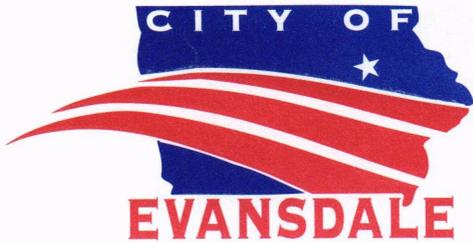
None

**Entry Status: Inspected**



Date Website Last Updated: 01/18/2019

---



# CITY OF EVANSDALE, IOWA

123 N. EVANS ROAD • EVANSDALE, IA 50707 • (319)232.6683 • FAX (319)232.1586

## OCCUPANCY CERTIFICATE

THIS IS TO CERTIFY THAT THE STRUCTURE LOCATED AT

829 Jakob Lane

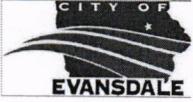
WAS COMPLETED ON: January 16, 2019

HAS PASSED ALL REQUIRED INSPECTIONS,  
AND IS CLEARED FOR OCCUPANCY

---

CITY OF EVANSDALE  
INSPECTED BY: Brian Wirtz

# PERMIT FOR PLUMBING



Permit No.: 18-73

City of EVANSDALE  
123 N Evans Road  
EVANSDALE ,IA 50707  
319-232-6683

Date Issued: 04/17/2018 Expires: 04/17/2019  
Owner: WILLIAMS, JORDAN  
Location: 829 JACOB  
Contractor: G & G PLUMBING LLC

Item	No.	Cost	Total	Item	No.	Cost	Total
SEWER	1	\$22.00	\$22.00	Bath	1	\$8.75	\$8.75
SUMP PUMP	1	\$8.75	\$8.75	Water Closets	1	\$8.75	\$8.75

## Comments

Permit Issue Fee: \$22.00

Total Fee's: \$70.25

Permit Issued By: BRIAN WIRTZ

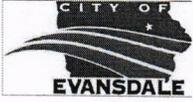
Inspected By:

Date Inspected: / /

Passed:

Failed:

# PERMIT FOR PLUMBING



Permit No.: 18-39

City of EVANSDALE  
123 N Evans Road  
EVANSDALE ,IA 50707  
319-232-6683

Date Issued: 03/13/2018      Expires: 03/13/2019  
Owner:      WILLIAMS, JORDAN  
Location:      829 JAKOB  
Contractor:      FRICKSON BACKHOE

Item	No.	Cost	Total	Item	No.	Cost	Total
SEWER	1	\$22.00	\$22.00				

Comments

Permit Issue Fee: \$22.00

Total Fee's: \$44.00

Permit Issued By: BRIAN WIRTZ

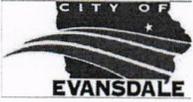
Inspected By:

Date Inspected: / /

Passed:

Failed:

# BUILDING PERMIT



PERMIT NO.: 18-51

City of EVANSDALE  
123 N Evans Road  
EVANSDALE ,IA 50707  
319-232-6683

Date: 03/16/2018 Expires: 03/16/2019  
Issued To: WILLIAM, JORDAN  
Location: 829 JAKOB  
Lot No.: Block No.: Addition:

---

Type of Construction: NEW 1 STORY HOME

Level:

Contractor JORDAN WILLIAMS

Value: \$153,000.00 TO \$154,000.00 Permit Fee: \$1,290.60

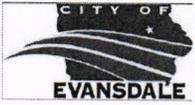
Permit Issued By: BRIAN WIRTZ

Inspected By:

Date Inspected: / /

Passed: 0 Failed: 0

# HEATING AND COOLING PERMIT



Permit No.: 18-88

City of EVANSDALE  
123 N Evans Road  
EVANSDALE ,IA 50707  
319-232-6683

Date Issued: 04/25/2018 Expires: 04/25/2019  
Owner: WILLIAMS, JORDAN  
Location: 829 JAKOB  
Contractor: MIKE FEREDAY

Item	No.	Cost	Total	Item	No.	Cost	Total
Air Unit	1	\$12.25	\$12.25	Furnace	1	\$13.25	\$13.25

Permit Issue Fee: \$22.00

Total Fee's: \$47.50

Permit Issued By: BRIAN WIRTZ

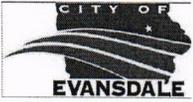
Inspected By:

Date Inspected: / /

Passed:

Failed:

# PERMIT FOR ELECTRIC



Permit No.: 18-89

City of EVANSDALE  
123 N Evans Road  
EVANSDALE, IA 50707  
319-232-6683

Date Issued: 04/25/2018 Expires: 04/25/2019

Owner: WILLIAMS, JORDAN

Location: 829 JAKOB

Contractor: HENNINGER ELECTRIC

Item	No.	Cost	Total	Item	No.	Cost	Total
LIGHT OUTLET-20	15	\$1.00	\$15.00	SWITCH-20	3	\$1.00	\$3.00
RECEPTACLE-20	10	\$1.00	\$10.00	APPLIANCE-RESIDENTI/	1	\$4.25	\$4.25
APPLIANCE-RESIDENTI	1	\$4.25	\$4.25	SERVICE-200 AMP	1	\$27.25	\$27.25

Permit Issue Fee: \$22.00

Total Fee's: \$85.75

Permit Issued By: BRIAN WIRTZ

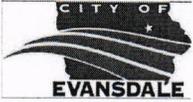
Inspected By:

Date Inspected: / /

Passed:

Failed:

# BUILDING PERMIT



PERMIT NO.: 18-148

City of EVANSDALE  
123 N Evans Road  
EVANSDALE ,IA 50707  
319-232-6683

Date: 06/11/2018 Expires: 06/11/2019  
Issued To: WILLIAMS, JORDAN  
Location: 829 JAKOB  
Lot No.: Block No.: Addition:

---

Type of Construction: APPROACH

Level:

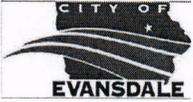
Contractor KITE CONSTRUCTION

Value: \$15.00 TO \$15.00 Permit Fee: \$15.00

Permit Issued By: BRIAN WIRTZ

Inspected By: Date Inspected: / / Passed: 0 Failed: 0

# BUILDING PERMIT



PERMIT NO.: 18-240

City of EVANSDALE  
123 N Evans Road  
EVANSDALE ,IA 50707  
319-232-6683

Date: 08/30/2018 Expires: 08/30/2019  
Issued To: WILLIAMS, JORDAN  
Location: 829 JAKOB LN  
Lot No.: Block No.: Addition:

---

Type of Construction: AWNING

Level:

Contractor CENTURY CONSTRUCTORS

Value: \$3,000.01 TO \$4,000.00 Permit Fee: \$97.00

Permit Issued By: EASTMAN, JULIE

Inspected By: Date Inspected: / / Passed: 0 Failed: 0

**RESOLUTION 6291**

**RESOLUTION APPROVING APPLICATION FOR TAX ABATEMENT ON IMPROVEMENTS TO VALUE OF PROPERTY LOCATED AT 120 3<sup>RD</sup> STREET IN THE EVANSDALE REVITALIZATION AREA, IN THE CITY OF EVANSDALE, BLACK HAWK COUNTY, IOWA**

**WHEREAS**, Jeffrey and Monna Rasanen, submitted an application dated January 17, 2019 to the City Council of the City of Evansdale, Iowa, requesting an abatement period of 4 years at 50% of the increased assessed value not to exceed \$75,000 per year for property located at 120 3<sup>rd</sup> Street, and more fully described as follows:

CASEBEERS HEIGHTS LOT 1 AND FIRST ADD TO CASEBEER HEIGHTS LOTS 116 AND 117

be exempt for property taxation, and

**WHEREAS**, the length and amount of exemption benefit shall be in accordance with the Evansdale Revitalization Plan as officially adopted by the City Council of the City of Evansdale, Iowa, and

**WHEREAS**, said property is located within the Evansdale Revitalization Area in Evansdale, Iowa, as previously established by the City Council of the City of Evansdale, Iowa, and

**WHEREAS**, the improvements to value of property regarding said property is in conformance with the Evansdale Revitalization Plan as officially adopted by the City Council for the City of Evansdale, Iowa, and

**WHEREAS**, the improvements on said property were made during the time in which such improvements are eligible for the tax exemption as set forth in the Evansdale Revitalization Plan as adopted by the City Council of the City of Evansdale, Iowa.

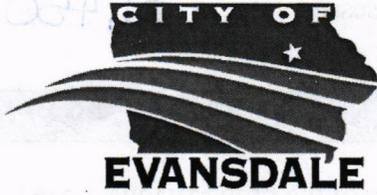
**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Evansdale, Iowa, that said application is hereby approved and the City Clerk is hereby authorized and directed to forward said application and a copy of this resolution to the Black Hawk County Assessor.

**PASSED AND APPROVED THIS 5<sup>TH</sup> DAY OF FEBRUARY 2019**

**ATTEST:**

\_\_\_\_\_  
**Doug Faas, Mayor**

\_\_\_\_\_  
**DeAnne Kobliska, City Clerk**



# APPLICATION FOR TAX ABATEMENT UNDER THE URBAN REVITALIZATION PLAN

The Evansdale Urban Revitalization Plan allows property tax exemptions for new construction residential dwellings and certain qualifying improvements to existing residential dwellings. "Residential" dwellings shall include properties assessed as residential or properties assessed as commercial and used as residential multifamily dwellings. In order to apply for tax abatement, the following criteria must be met:

1. Be located with the boundaries of the City of Evansdale
2. The improvements were made during the time the Revitalization Area was designated by ordinance as a revitalization area
3. Application must be submitted to the City Clerk on or before February 1, 2019

*NOTE: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.*

Name: Jeffrey + Monna Basan Address: 120 3<sup>RD</sup> ST, Evansdale IA 50707

Address of the property being improved or constructed: 120 3<sup>RD</sup> ST

Legal description (attach if necessary):

Casebear Heights Lot 1 and first add to Casebear Heights  
Lots 116 & 117

Basan, Monna Basan 1.17.19  
Applicants Signature Date

319-504-2231  
Phone

**PLEASE FILL OUT THE FOLLOWING SECTION FOR A NEW DWELLING CONSTRUCTION:**

The first \$75,000 of assessed valuation would be exempt from taxation for a period of years depending on total assessed value (see table). All qualified real estate assessed as residential property is eligible to receive an exemption from taxation of 50% of the increased assessed value, not to exceed \$75,000, of the actual value added by the improvements or new construction, for a period of not more than five years. The length of the abatement benefit shall be in accordance with the following schedule:

If Assessed value is in range of:	Number of years to receive exemption:
0 - \$199,999	3 years
\$200,000 - \$249,999	4 years
\$250,000 & above	5 years

Date of Occupancy Permit (attach permit) 1/17/19 Estimated assessed value: \$ 31,450.00

**PLEASE FILL OUT THE FOLLOWING SECTION FOR IMPROVEMENTS TO EXISTING DWELLING:**

In order to be eligible for tax abatement, the increase in assessed value of the property must be (1) in an amount not less than \$10,000; and (2) result in an increase in the assessed valuation of the property improved of at least 15%. The abatement period will be four (4) years at 50% of the increased assessed value, not to exceed \$75,000 per year.

Describe Improvements:

Added a 16x24 addition with full basement, remodeled bathroom, added a 2<sup>nd</sup> full bathroom, rewired entire home, new plumbing, remodeled kitchen

Date of Building Permit (attach permit) \_\_\_\_\_ Estimated project value: \$ \_\_\_\_\_

**CITY OF EVANSDALE**

APPROVED  DENIED (EXPLAIN) DATED: \_\_\_\_\_ RES NO.: \_\_\_\_\_

**BLACK HAWK COUNTY ASSESSOR**

APPROVED  DENIED (EXPLAIN): \_\_\_\_\_

NEW CONSTRUCTION: \_\_\_\_\_ ASSESSED VALUE \_\_\_\_\_ NO. OF YEARS \_\_\_\_\_

QUALIFIED IMPROVEMENTS: \_\_\_\_\_ ADDED VALUE \_\_\_\_\_ NO. OF YEARS \_\_\_\_\_

\_\_\_\_\_  
**T.J. Koenigsfeld,**  
**Black Hawk County Assessor**

BLACK HAWK COUNTY REAL ESTATE ASSESSMENT AND TAX INFORMATION							
<b>Parcel ID</b>		<b>Deed Holder</b>		<b>Tax Mail to Address</b>			
8812-05-381-014		RASANEN,JEFFREY RASANEN,MONNA		RASANEN,JEFFREY RASANEN,MONNA 120 3RD ST EVANSDALE, IA 50707-0000			
<b>PDF No.</b>	<b>Map Area</b>	<b>Contract Buyer</b>					
1	EVANSDALE-03						
<b>Property Address</b>				<b>Current Recorded Transfer</b>			
120 3RD ST EVANSDALE, IA 50707-0000				<b>Date Drawn</b>	<b>Date Filed</b>	<b>Recorded Document</b>	<b>Type</b>
				7/25/2017	7/26/2017	2018 001463	D

SALES			BUILDING PERMIT			
Date	Amount	NUTC / Type	Date	Number	Amount	Reason
7/25/2017	63,500	NORMAL - 12 / Deed	9/7/2017	EV 00234	30,000	Addition
			8/10/2017	EV 00204	1,450	Roof
			11/13/2012	EV 00275	5,850	Siding
			6/24/2005	EV HA 3346	1,500	A/C

ASSESSED VALUES/CREDITS

Year	Class					
2018	R					
100% Value	Land	Multi-Residential Land	Dwelling	Building	Total	Acres
	29,400	0	33,900	0	63,300	0
Credits	Military Exemption	Homestead Credit	Disabled Veteran Credit	Property Tax Relief Credit	Agricultural Credit	Family Farm Credit
		Y				
Taxable Value	Land	Multi-Residential Land	Dwelling	Building	Total	
	16,734	0	19,295	0	36,029	

LEGAL

CASEBEERS HEIGHTS LOT 1 AND FIRST ADD TO CASEBEER HEIGHTS LOTS 116 AND 117
--

LAND

Basis	Front	Rear	Side 1	Side 2	Lot	Area	Acres
Front Foot	239	117	312	312	0	55536	1.275
<b>Totals:</b>						<b>55536</b>	<b>1.275</b>

DWELLING CHARACTERISTICS

Type	Style		Total Living Area			
Single-Family / Owner Occupied	1 Story Frame		1502			
Year Built	Area	Heat	AC	Attic		
1924	704	Yes	Yes	1/2 Finished		
Total Rooms Above	Total Rooms Below	Bedrooms Above	Bedrooms Below			
7	1	3	0			
Basement	Basement Finished Area		No Basement Floor			
Full	300		0			
Foundation	Flooring					
C Blk	Carp / Tile					
Exterior Walls	Interior Finish					
WOOD	Other					

<b>Roof</b>										
Asph / Gable										
<b>Non-Base Heating</b>	<b>Floor/Wall</b>			<b>Pipeless</b>			<b>Handfired</b>		<b>Space Heaters</b>	
	0									
<b>Additions</b>	<b>Year Built</b>	<b>Style</b>	<b>Area</b>	<b>Basement (SF)</b>		<b>No Basement (SF)</b>		<b>Heat</b>	<b>AC</b>	<b>Attic</b>
	1950	1 Story Frame	168	168		0		Yes	Yes	0
	2017	1 Story Frame	384	384		0		Yes	Yes	0
<b>Plumbing</b>	1 Full Bath		<b>Fireplace</b>	<b>Type</b>	<b>Count</b>	<b>Deck</b>	<b>Style</b>		<b>Area</b>	
	1 Shower Stall Bath			1 Story Masonry	1		Concrete	270		
						Concrete	220			
						Patio-Low				
						Patio-Low				

**GARAGES**

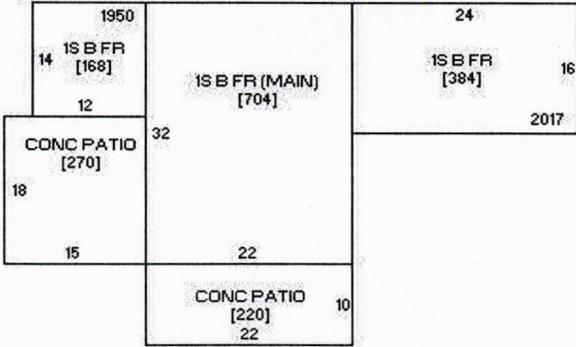
**BASEMENT STALLS**

Year Built	Style	Width	Length	Area	Basement	Qtrs Over	Area	AC
1960	Det Frame	22	44	968	0	None	0	0

None

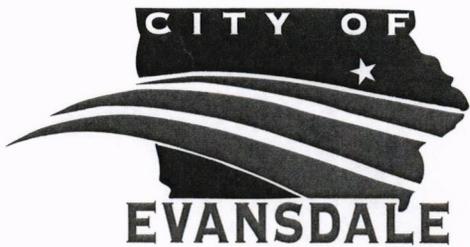
**Entry Status: Inspected**





Date Website Last Updated: 01/11/2019





# CITY OF EVANSDALE, IOWA

123 N. EVANS ROAD • EVANSDALE, IA 50707 • (319)232.6683 • FAX (319)232.1586

## OCCUPANCY CERTIFICATE

THIS IS TO CERTIFY THAT THE STRUCTURE LOCATED AT

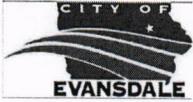
120 3<sup>rd</sup> Street

WAS COMPLETED ON: January 17, 2019

HAS PASSED ALL REQUIRED INSPECTIONS,  
AND IS CLEARED FOR OCCUPANCY

\_\_\_\_\_  
CITY OF EVANSDALE  
INSPECTED BY: Brian Wirtz

# BUILDING PERMIT



PERMIT NO.: 17-234

City of EVANSDALE  
123 N Evans Road  
EVANSDALE, IA 50707  
319-232-6683

Date: 08/22/2017 Expires: 08/23/2017

Issued To: RASANEN, JEFFREY & MONNA

Location: 120 3RD ST.

Lot No.: Block No.: Addition:

---

Type of Construction: ADDITION AND REMODEL

Level:

Contractor OWNER

Value: \$29,000.01 TO \$30,000.00 Permit Fee: \$442.00

Permit Issued By: BRIAN WIRTZ

Inspected By: Date Inspected: / / Passed: 0 Failed: 0

# BUILDING PERMIT



PERMIT NO.: 17-204

City of EVANSDALE  
123 N Evans Road  
EVANSDALE, IA 50707  
319-232-6683

Date: 07/24/2017 Expires: 07/24/2018

Issued To: RASANEN, JEFFREY

Location: 120 3RD ST.

Lot No.:                      Block No.:                      Addition:

---

Type of Construction: NEW ROOF

Level:

Contractor

Value: \$2,000.01 TO \$3,000.00 Permit Fee: \$83.00

Permit Issued By: EASTMAN, JULIE

Inspected By:                      Date Inspected: / /                      Passed: 0 Failed: 0

**RESOLUTION 6292**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, APPROVING THE APPLICATION TO BLACK HAWK GAMING ASSOCIATION FOR PLAYGROUND EQUIPMENT AND AUTHORIZING THE MAYOR TO SIGN SAID APPLICATION**

**WHEREAS**, the City of Evansdale has several pieces of playground equipment that need to be removed and replaced as instructed by our insurance carrier ICAP; and

**WHEREAS**, one of the provisions of the Black Hawk Gaming Association grant application process calls for approval by City Council and the Mayor before the application process can begin; and

**WHEREAS**, it is in the city's best interest to apply for said grant to offset the expense of the playground equipment to the city.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Evansdale, Iowa, approves the application to Black Hawk Gaming Association for playground equipment and authorizes the Mayor to sign said application.

**PASSED AND APPROVED THIS 5<sup>TH</sup> DAY OF FEBRUARY 2019**

**ATTEST:**

\_\_\_\_\_  
Mayor, Doug Faas

\_\_\_\_\_  
DeAnne Kobliska, City Clerk

**RESOLUTION 6293**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, APPROVING THE APPLICATION TO BLACK HAWK GAMING ASSOCIATION FOR THE PURCHASE OF A POWERED AMBULANCE COT FOR THE FIRE DEPARTMENT AND AUTHORIZING THE MAYOR TO SIGN SAID APPLICATION**

**WHEREAS**, the City of Evansdale would like to purchase a powered ambulance cot for the fire department that will help eliminate up to 78% of the cities exposure to back strain for both the city's paramedic and it's EMS staff; and

**WHEREAS**, one of the provisions of the Black Hawk Gaming Association grant application process calls for approval by City Council and the Mayor before the application process can begin; and

**WHEREAS**, it is in the city's best interest to apply for said grant to offset the expense of the powered ambulance cot to the city.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Evansdale, Iowa, approves the application to Black Hawk Gaming Association for a powered ambulance cot and authorizes the Mayor to sign said application.

**PASSED AND APPROVED THIS 5<sup>TH</sup> DAY OF FEBRUARY 2019**

**ATTEST:**

\_\_\_\_\_  
Mayor, Doug Faas

\_\_\_\_\_  
DeAnne Kobliska, City Clerk

**RESOLUTION 6294**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, APPROVING THE APPLICATION TO THE WELLMARK FOUNDATION FOR PLAYGROUND EQUIPMENT AND AUTHORIZING THE MAYOR TO SIGN SAID APPLICATION**

**WHEREAS**, the City of Evansdale has several pieces of playground equipment that need to be removed and replaced as instructed by our insurance carrier ICAP; and

**WHEREAS**, one of the provisions of The Wellmark Foundation grant application process calls for approval by City Council and the Mayor before the application process can begin; and

**WHEREAS**, it is in the city's best interest to apply for said grant to offset the expense of the playground equipment to the city.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Evansdale, Iowa, approves the application to The Wellmark Foundation for playground equipment and authorizes the Mayor to sign said application.

**PASSED AND APPROVED THIS 5<sup>TH</sup> DAY OF FEBRUARY 2019**

**ATTEST:**

\_\_\_\_\_  
Mayor, Doug Faas

\_\_\_\_\_  
DeAnne Kobliska, City Clerk

**RESOLUTION 6295**

**A RESOLUTION OF THE EVANSDALE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA APPROVING FINAL PLANS, SPECIFICATIONS, AND FORM OF CONTRACT CONCERNING THE ARBUTUS LIFT STATION REHABILITATION PROJECT AND ACCEPTING THE LOW BID OF ELECTRIC PUMP, INC FOR SAID PROJECT**

**WHEREAS**, the City Council of the City of Evansdale, has heretofore deemed it necessary and desirable to rehabilitate the Arbutus Lift Station; and

**WHEREAS**, sealed bids were accepted, reviewed, and tabulated by City Mayor, Doug Faas, on behalf of the City for the Arbutus Lift Station Rehabilitation Project and recommends acceptance and award of a contract to the low bidder, Electric Pump Inc.; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Evansdale, Iowa approves the final plans, specifications, form of contract, payment bond, performance bond, and certificate of insurance for said rehabilitation project; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Evansdale accepts the low bid of Electric Pump, Inc. in the amount of \$114,321 and award said contract and authorizes the Mayor, on behalf of the City of Evansdale, to sign said contract.

**PASSED AND APPROVED THIS 5<sup>TH</sup> DAY OF FEBRUARY 2019**

**ATTEST:**

\_\_\_\_\_  
**Doug Faas, Mayor**

\_\_\_\_\_  
**DeAnne Kobliska, City Clerk**

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Evansdale, Iowa ("Owner") and  
Electric Pump, Inc., 4280 E. 14<sup>th</sup> Street, Des Moines, IA 50313 ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.1 *Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: pump removal and replacement, check valve removal and replacement, and piping modifications.*

**ARTICLE 2 – THE PROJECT**

- 2.1 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows:*

Arbutus Lift Station Rehabilitation  
Evansdale, Iowa

**ARTICLE 3 – ENGINEER**

- 3.1 The part of the Project that pertains to the Work has been designed by McClure Engineering Company of North Liberty, Iowa (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.1 *Time of the Essence*

- A. All time limits for Milestones, if any, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 *Contract Times: Dates*

- B. The Work performed under the proposed Contract shall be commenced within ten (10) days after issuance of the "Notice to Proceed." The Work shall be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before June 1, 2019. Failure to meet the completion date will result in liquidated damages of \$250.00 per calendar day.

4.3 *Liquidated Damages*

- C. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. If Contractor shall neglect, refuse, or fail to complete the Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250.00 for each day that expires after such time until the Work is completed and ready for final payment.
2. Liquidated damages for failing to timely attain Substantial Completion and final completion are additive and will be imposed concurrently.

**ARTICLE 5 – CONTRACT PRICE**

5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

**A. Base Bid - Replace Pumps at Lift Station**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>
1	Replace Pump at Lift Station	3	EA	\$ 34,838.00	\$ 104,514.00
2	Replace Check Valve (8-inch)	3	EA	\$ 3,269.00	\$ 9,807.00
TOTAL BASE BID PRICE				\$	114,321.00

**B. Bid Alternate A - 4-inch Discharge Piping  
(replaces Base Bid Item 2, and adds Items 3 through 4, if selected)**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>
<del>2</del>	<del>Check Valve (4-inch)</del>	<del>3</del>	<del>EA</del>	<del>\$</del>	<del>\$</del>
<del>3</del>	<del>Plug Valve (4-inch)</del>	<del>3</del>	<del>EA</del>	<del>\$</del>	<del>\$</del>
<del>4</del>	<del>Discharge Piping and Fittings (4-inch)</del>	<del>1</del>	<del>LS</del>	<del>\$</del>	<del>\$</del>
Bid Alternate A TOTAL BID PRICE (Sum of Total, Line 2 through 4)				\$	<b>NO BID</b>

- B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.1 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.2 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.3 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

## ARTICLE 7 – INTEREST

- 7.1 All amounts not paid when due shall bear interest at the rate of ONE percent per annum.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.1 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.1 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 4, inclusive).
  - 4. General Conditions (pages 1 to 75, inclusive).
  - 5. Supplementary Conditions (pages 1 to 27, inclusive).
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. Addenda (numbers 1 to 1, inclusive).
  - 8. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 14, inclusive).

9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.1 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.2 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.3 Successors and Assigns**

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.4 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **10.5 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Evansdale, Iowa

Electric Pump, Inc.

By: \_\_\_\_\_

By:  \_\_\_\_\_

*Thomas R. Miller*

Title: \_\_\_\_\_

Title: COO

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest:  \_\_\_\_\_

Title: \_\_\_\_\_

Title: CFO

Address for giving notices:

Address for giving notices:

ATTN: DeAnne Kobliska

ATTN: Kyle Zaegel

123 N. Evans Road

4280 E. 14<sup>th</sup> Street

Evansdale, IA 50707

Des Moines, IA 50313

License No.: \_\_\_\_\_

*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

# PERFORMANCE BOND

CONTRACTOR (name and address):  
Electric Pump, Inc.  
4280 E. 14<sup>th</sup> Street  
Des Moines, IA 50313

SURETY (name and address of principal place of business):  
Merchants Bonding Company (Mutual)  
PO Box 14498  
Des Moines IA 50306

OWNER (name and address):  
City of Evansdale, Iowa  
123 N. Evans Road  
Evansdale, Iowa 50707

## CONSTRUCTION CONTRACT

Effective Date of the Agreement:  
Amount: \$ 114,321.00  
Description (name and location): Arbutus Lift Station Rehabilitation, Evansdale, Iowa

## BOND

Bond Number: IAC588329  
Date (not earlier than the Effective Date of the Agreement of the Construction Contract):  
Amount: One Hundred Fourteen Thousand Three Hundred Twenty-one & no/100ths (\$114,321.00)  
Modifications to this Bond Form:  None  See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

## CONTRACTOR AS PRINCIPAL

Electric Pump Inc (seal)  
Contractor's Name and Corporate Seal

By: [Signature]  
Signature

Thomas R. Miller  
Print Name

COO  
Title

Attest: [Signature]  
Signature

CFo  
Title

## SURETY

Merchants Bonding Company (Mutual) (seal)  
Surety's Name and Corporate Seal

By: [Signature]  
Signature (attach power of attorney)

Nancy D. Baltutat  
Print Name

Attorney-in-Fact  
Title

Attest: [Signature]  
Signature

Jill Shaffer, SR Bond Account Manager  
Title

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

# MERCHANTS BONDING COMPANY, INC.

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Christopher R Seiberling; Greg T LaMair; Jeffrey R Baker; Jill Shaffer; Joseph I Schmit; Mark E Keairmes; Nancy D Baltutat; Patrick K Duff

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of April, 2017.

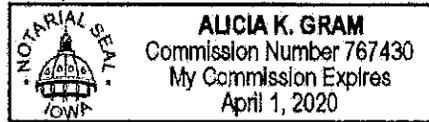


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 5th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.



*William Warner Jr.*  
Secretary

# PAYMENT BOND

CONTRACTOR (name and address):  
Electric Pump, Inc.  
4280 E. 14<sup>th</sup> Street  
Des Moines, IA 50313

SURETY (name and address of principal place of business):  
Merchants Bonding Company (Mutual)  
P O Box 14498  
Des Moines IA 50306

OWNER (name and address):  
City of Evansdale, Iowa  
123 N. Evans Road  
Evansdale, IA 50707

## CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: \$ 114,321.00

Description (name and location): Arbutus Lift Station Rehabilitation, Evansdale, Iowa

## BOND

Bond Number: IAC588329

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: One Hundred Fourteen Thousand Three Hundred Twenty-one & no/100ths (\$114,321.00)

Modifications to this Bond Form:  None  See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

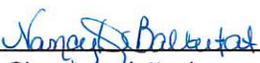
## CONTRACTOR AS PRINCIPAL

## SURETY

Electric Pump Inc \_\_\_\_\_ (seal)  
Contractor's Name and Corporate Seal

Merchants Bonding Company (Mutual) \_\_\_\_\_ (seal)  
Surety's Name and Corporate Seal

By:  \_\_\_\_\_  
Signature

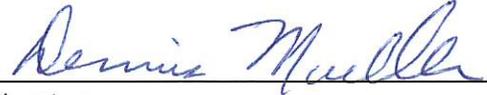
By:  \_\_\_\_\_  
Signature (attach power of attorney)

Thomas R. Miller \_\_\_\_\_  
Print Name

Nancy D. Baltutat \_\_\_\_\_  
Print Name

COO \_\_\_\_\_  
Title

Attorney-in-Fact \_\_\_\_\_  
Title

Attest:  \_\_\_\_\_  
Signature

Attest:  \_\_\_\_\_  
Signature

CFo \_\_\_\_\_  
Title

Jill Shaffer, SR Bond Account Manager \_\_\_\_\_  
Title

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent

jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a

subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

# MERCHANTS BONDING COMPANY, INC.

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Christopher R Seiberling; Greg T LaMair; Jeffrey R Baker; Jill Shaffer; Joseph I Schmit; Mark E Keairmes; Nancy D Baltutat; Patrick K Duff

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of April, 2017.



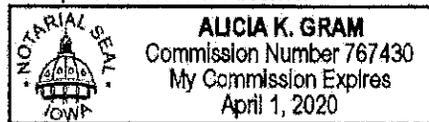
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 5th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*

Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.



*William Warner Jr.*

Secretary





**ADDITIONAL REMARKS SCHEDULE**

AGENCY LMC Insurance & Risk Management		NAMED INSURED Electric Pump Inc 4280 NE 14th St Des Moines IA 50313-2604	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Waiver of Subrogation applies where required in a written contract or agreement to the General Liability policy per form CG7578 (06/17) in favor of McClure Engineering Co. and the City of Evansdale, IA

Contractual Liability applies to the General Liability Policy per form CG0001 (04/13)

XCU coverage is included on the General Liability policy per form CG0001 (04/13)

Separation of Insureds applies with respects to the General Liability policy per form CG0001 (04/13)

McClure Engineering Co. and the City of Evansdale, IA are Additional Insureds when required by written agreement of contract with respects to the Automobile Liability policy per form CA7450 (11/15)

Waiver of subrogation applies when required in a written contract, agreement or permit to the Auto Liability policy per form CA7450 (11/15) in favor of McClure Engineering Co. and the City of Evansdale, IA

Waiver of subrogation applies to the Workers Compensation policy per form WC000313 (04/84) in favor of McClure Engineering Co. and the City of Evansdale, IA

Earlier Notice of Cancellation provided by us - Designated Entity - 30 Days per form IL7338 (05/15)

Umbrella ls follow form