

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

AGENDA

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Approval of the March 6, 2018 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 February 20, 2018 regular meeting minutes
6. Resolution 6197 authorizing payment of bills and transfers
7. Resolution 6198 approving the 8th and sub final payment to Vieth Construction Corp. of Cedar Falls, IA, for the River Forest Road Levee Trail Project in the amount of \$242.54
8. Resolution 6199 approving the final retainage payment of Vieth Construction Corp. of Cedar Falls, Iowa, for the Lafayette Culvert Project of \$1,947.80
9. Resolution 6200 approving the final retainage payment to R Company dba Frickson Backhoe & Trucking, Evansdale, IA, for the Ellendale Dr. Sanitary Sewer Extension Project in the amount of \$888.53
10. Resolution 6201 approving preliminary plat for Deerwood Park Estates
11. Presentation by Blane from Black Hawk Waste Disposal
12. Resolution 6202 approving three (3) year contract in the amount of \$12.10 per resident effective July 1, 2018 for garbage and recycling services with Black Hawk Waste Management, Waterloo, Iowa
13. Request from Public Works Director to replace nine (9) check valves at the Arbutus Lift Station in an amount not to exceed \$15,000
14. Set the date for City-wide Garage Sale for June 1st, 2nd, and 3rd
15. Set the date for the City-wide Cleanup for June 8th and 9th
16. Ordinance 659 approving adoption of the proposed Code of Ordinances of the City of Evansdale, Iowa, in its second reading
17. Discussion: Prohibition on Discharge of Storm Water & Ground Water to City Sanitary
18. Public discussion: non-agenda items
19. Mayor/Council Reports
20. Adjournment

CITY HALL
EVANSDALE, IOWA, FEBRUARY 20, 2018
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: Dewater, Seible, Bender, Walker, and Loftus. Quorum present.

Loftus/Dewater to approve February 20, 2018 agenda. Ayes-Five. Motion carried.

Dewater/Seible to approve the following items on the February 20, 2018 consent agenda: a. Approval of January 30, 2018 special meeting minutes and February 6, 2018 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 (Jan), Building Inspection Report (Jan), Clerk/Treasurer Report (Jan), Code Enforcement Report (Jan), Evansdale Municipal Housing (Jan), Library (Jan), Parks & Rec Dept. (Jan), Planning & Zoning (Nov & Dec), Police Dept. (Jan), Storm Water Commission (n/a), and Water Works (Jan). c. Liquor License: Lofty's - LC0021911 - Effective 03/28/2018. Roll call vote: Ayes-Five.

Dewater/Loftus to approve Resolution 6195 authorizing payment of bills and transfers. Roll call vote: Ayes-Five.

Walker/Loftus to open Public Hearing on the adoption of the proposed Code of Ordinances of the City of Evansdale, Iowa at 6:02 p.m. Proof of publication on file no comments were received. Loftus/Dewater to close public hearing at 6:02 p.m. Ayes-Five. Motion carried.

Seible/Dewater to approve Ordinance 659 approving adoption of the proposed Code of Ordinances of the City of Evansdale, Iowa, in its first reading. Roll call vote: Ayes-Five. Motion carried.

Bender/Walker to open Public Hearing-FY2019 Budget at 6:03 p.m. Ayes-Five. Motion carried. Proof of publication on file no written comments were received. Leon Mardanes, 1722 Timberline Dr., questioned why the budget was going up again for the third year to 8.10 and asked for an explanation. Mayor Faas responded that the roll back, state mandated, affected our budget this year by reducing property tax revenue from \$851,241 in FY18 to \$793,034 for FY19 a difference of \$58,207. Budgeted revenue for FY17 was \$1,647,493 budgeted revenue for FY19 is \$1,540,458 a difference of \$107,035; budgeted expenses for FY17 were \$1,779,815, FY18 were \$1,955,720 and proposed expenses for FY19 are \$1,540,458 a reduction of \$415,262 less than this years budgeted amount. If rollback was not reduced, we would not be increasing the levy rate. Current levy rate is at 7.586, proposed rate is 8.1, this translates to approximately .51 cents per \$1,000 of home valuation or \$51.00 per \$100,000 dollars valuation, after the state mandated roll back at 55.6% the actual increase per \$100,000 in valuation is \$19.20 per year or \$1.60 per month. Scott Strader, 1515 W. Gilbert Dr., questioned taxes going up every year without benefit to the community. Mayor Faas responded that we have a new Kwik Star and working with a developer on a development at the corner of River Forest Road and W. Gilbert Drive. We are also having conversations with Unity Point Clinic as they are interested in building a clinic twice the size of the current one, plus about 20 new homes have been built in the last five years. Strader also stated that the reason they built here was for the lower tax rate. The Mayor responded with levy rates of surrounding cities. Steve Koleno, 524 Evans Rd., stated he was a long time resident and wasn't in favor of another tax increase. Loraine Atkins, 625 River Forest Rd., wasn't in favor of the tax increase and wasn't in favor of any salary increases. Sava Beatty, 1763 Timberline Dr., stated she wasn't in favor of equipment getting junked when it could be sold at auction and outsourcing a lot of

services that city employees could handle, she was also disappointed with the snow plowing services. Mayor Faas responded that we have had several conversations regarding the pieces of equipment being referenced here and the best option was taken. He also stated that crack sealing has been outsourced for several years according to city records. Denny Wilson, 1023 Central Ave., stated that he was given permission to utilize the campground during the off season and given a key to access the gate and would like to keep the lock situation straight going forward. Jeff O'Brien, 939 Mc Coy Rd., questioned who does Waterloo/Cedar Falls crack sealing. Mayor Faas responded he didn't know. Mark, Trail Ave., stated that he was employed by the City of Waterloo and they do their own crack sealing and it was a waste of money as once we snow plow it removes the crack sealing. Councilman Seible stated that he wasn't in favor of an increase in taxes and that the council should have spent more time discussing the budget and how we could cut or keep the budget the same, and he also stated that the city staff and street department were doing a great job but would have liked to see budget items cut. Councilpersons Walker and Bender both stated that we had had four meetings and at the 1st meeting we cut a squad car from the budget in. Loftus/Dewater to close the public hearing at 6:27 p.m. Ayes-Five. Motion carried.

Dewater/Bender to approve Resolution 6196 adopting the fiscal year budget ending June 30, 2019. Roll call vote: Ayes-Three. Nays-Two (Seible, Walker).

Loftus/Dewater to approve request from Police Chief to purchase four (4) body cams in the amount of \$3,313 as budgeted under capital improvements. Ayes-Five. Motion carried.

Dewater/Seible to approve request from Public Works Director to purchase an Analytical Balance Scale utilized for testing at the Waste Water Treatment Plant in the amount of \$2,415 from North Central Laboratories. Ayes-Five. Motion carried.

Seible/Dewater to approve request from Mayor to enter into Master Evansdale Engineering Services Agreement and Doris Drive Authorization with CGA, and authorization for Mayor to sign said agreements in the amount of \$19,000. Mayor Faas explained the need for an engineer on site for this project. Councilman Seible questioned what was going to be replaced. Mayor Faas responded with project details that were approved last year as part of the 2017 Patching and Maintenance Project. Councilman Dewater questioned if Flying J would assist with project costs. Mayor Faas responded no. Ayes-Five. Motion carried.

Discussion: Waste Water Treatment Plant. Jerry Shoff, Clapsaddle-Garber Associates, gave a broad overview of the waste water treatment plant analysis, the disinfection system that would need to be installed, and the Inflow and infiltration problem that exist in the city. He went on to discuss the average dry weather flow of the plant that was approximately 400,000 gallons pumped per day and then discussed what the averages were during a rain event upward of 1,000,000 gallons pumped per day showing the effect of sump pumps and floor drains that drain into the sewer system. He stated that this situation would need to be addressed with the residents that aren't in compliance and the DNR and EPA will mandate that the sump pump and/or floor drain issues be resolved. He also encouraged councilmembers to move forward with a plan to decrease usage as it will save the city the cost to operate. Denny Wilson, 1023 Central Ave., questioned a manhole cover north of the Deerwood entrance on the Cedar River that fills with water continually. Mayor Faas responded that it belongs to the City of Waterloo. Jerry, CGA, continued his presentation with a waste water rate analysis that included median rates with comparison cities stating that there are a couple ways the city could address the rate increase, but the minimal median increase would raise waste water rates by 50%. However, the city is in a great position to receive block grants, no interest financing, and hazard mitigation funds, but the only way the city would be eligible for those funds is increasing waste water rates by the median rate of 50%. Mayor Faas also addressed a

possibility of tiered rates. Mayor Faas asked Jerry for an update to the council on the progress thus far. Jerry stated that they were currently in the process of conducting a zero-rise certification to determine if the project will increase flood heights, and that they were working with the City of Waterloo as they had already completed their certification and would utilize some of their information to cut costs. Councilman Dewater questioned the issue of having access to the plant during a flood event. Jerry responded that we have addressed that issue with a placement of a Scada System, once the upgrades begin. Councilman Walker questioned if the DNR would give a written statement guaranteeing the use of the plant for at least twenty years after upgrades were made. Jerry responded that they would be asking the DNR for that commitment.

Public Discussion: non-agenda items: Loraine Atkins, 625 River Forest Rd., disappointed in the city for approving an increase in property taxes. Jolene Clos, 1720 Michigan Dr., questioned the purchase of uniforms and the replacement frequency. Mayor Faas responded that due to DOT regulations the uniform shirts must be ANSI and replaced every 30 washes which equates to approximately one year.

Mayor/Council Reports: Mayor Faas discussed that Meyers Lake will be lowered 2-3 feet for the bridge project before the start of the project around April 1st. Councilman Seible questioned if MPO funds were available for the Lafayette Road project. Mayor Faas responded no. We were able to obtain engineering costs only, and the funds won't be available until 2021.

There being no further discussion, Seible/Dewater to adjourn the meeting at 7:20 p.m. Motion carried.

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

RESOLUTION 6197

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

	ABC EMBROIDERY	FD-EMBROIDERED 14 JACKETS	140.00
APPROVED BY CC 1/30/18	ADVANCED SYSTEMS	PY-LASERFICHE SFTWRE SUPPORT	420.00
		PY-LASERFICHE SOFTWARE	2,150.00
		FD-COPIER CONTRACT	35.28
		TOTAL:	2,605.28
	AMERIGAS	SR-PROPANE/WWTP	797.66
	ARROWHEAD SCIENTIFIC	PD-TEST KITS	69.00
	BH WASTE	FEB 18 GARBAGE	16,747.56
		FEB 18 RECYCLE	3,876.75
		TOTAL:	20,624.31
	BMC AG	RU-SAND	471.31
		RU-SAND	631.10
		TOTAL:	1,102.41
	BOUND TREE	FD-MEDICAL SUPPLIES	137.62
	CENTURY LINK	SR-INTERNET	78.99
	CITY OF WATERLOO	SR-LFT STN DEBRIS DISPOSAL	80.00
	CGA	FLOOD CONTROL-ELK RUN CREEK	91.00
		SIGNAL SYS FAULT	50.00
		DORIS DR	1,068.00
		RFR RECONSTRUCTION	5,217.00
		2017 STREET REHAB	548.00
		RFR LEVEE TRAIL CONST PHASE	2,590.00
		TRAIL AVE 12" FORCE MAIN RLCT	750.00
		EVANSDALE WWTF-PRELIMINARY	2,331.40
		TOTAL:	12,645.40
	COURIER	PY-1/30 SPCL MTNG MINS	64.80
		PY-SALARY REPORT	38.40
		PY-FY19 BUDGET	117.14
		PY-2/6 MINS & BILLS	134.88
		TOTAL:	355.22
	COVENANT MEDICAL CNT	FD-DRUG KITS	158.04
	D & D TIRE	BI-TIRE ROTATION #64	20.00
		AC-NEW TIRE #17	135.00
		TOTAL:	155.00
	EASTMAN, JULIE	RMBRSE TRAVEL	22.72
	EMSLRC	FD-CONTINUE ED HOURS	20.00
		FD-CPR CARDS	8.00
		TOTAL:	28.00
	EVANSDALE WATER WORKS	PD-WATER	25.29
		FD-WATER	25.29
		CH-WATER	12.00
		TOTAL:	62.58
	FAAS, DOUG	RMBRSE TRAVEL	184.21
	FRICKSON BACKHOE & TRK	ELLENDALE SEWER EXT FINAL	888.53
	GALL'S	PD-VEST COVER	107.34
	HARRISON TRUCK	RU-FILTER #56	39.58
	I.N.R.C.O.G.	RU-NE IA CORRIDOR STDY #14	408.97
	IOWA STATE UNIVERSITY	GTSB CNF HWY SFTY	50.00
		GTSB CNF HWY SFTY	50.00
		GTSB CNF HWY SFTY	50.00
		TOTAL:	150.00
	MENARDS	RU-PVC/BRINE TANK	1.88
		RU-SUPPLIES	17.97
		TOTAL:	19.85
APPROVED BY CC 2/20/18	NORTH CENTRAL LABS	SR-ANALYTICAL BAL SCALE	2,415.00
	PLATINUM PEST SRV	LIB-PEST CONTROL	33.75
		CH-PEST CONTROL	11.25
		TOTAL:	45.00
	POWERPLAN	RU-WRENCH	64.20
		RU-OIL FILTER #54	95.37
		RU-FUEL FILTER #54	27.84
		TOTAL:	187.41
	RITEPRICE	RU-TONER	66.99
	TAPCO	RU-SIGNS/RPLC DUE TO ACCIDENT	285.46
	TESTAMERICA LABS	SR-MTHLY TESTING	1,037.50

THOMAS ELECTRIC MOTOR SRV	SR-DRIVE MOTOR/BLOWER #4	275.00
VERIZON	FD-PHONE	32.29
VIETH CONSTRUCTION	LAFAYETTE CULVERT FINAL PMT	1,947.80
	RFR LEVEE TRL PMT #8	242.54
	TOTAL:	2,190.34
WEBER PAPER CO	PD-CLEANING SUPPLIES	118.73
	PD-SUPPLIES	11.08
	FD-CLEANING SUPPLIES	118.73
	FD-SUPPLIES	11.07
	TOTAL:	259.61
WERTJES UNIFORMS	PD-PATCHES SEWN	11.75
	PD-PATCHES SEWN	132.85
	PD-SHIRTS, PANTS	259.70
	PD-SHIRT & BELT	95.00
	TOTAL:	499.30
	001 GENERAL FUND	4,129.57
	002 CAPITAL IMPROVEMENT	746.64
	005 STREETS	207.99
	110 ROAD USE TAX	3,246.68
	302 2015 CAPITAL PROJECTS	11,433.87
	610 SEWER FUND	7,765.55
	670 LANDFILL/GARBAGE	20,624.31
	GRAND TOTAL:	48,154.61

PREPAYS

DRAFT	ADVANTAGE ADMIN	EXPENSE DEDUCT	1,906.66
82268	AFLAC	INSURANCE	60.02
82269	IBEW LOCAL 288	DUES	176.00
DRAFT	IPERS	RETIREMENT	7,132.50
82270	METLIFE	INSURANCE	2,311.89
82271	MFPRSI	RETIREMENT	9,457.48
82272	POLICE ASSOCIATION	P/R DEDUCT	70.00
DRAFT	TREASURE-STATE OF IOWA	P/R DEDUCT	3,034.00
82273	TEAMSTERS LOCAL 238	DUES	310.00
82274	VALIC	P/R DEDUCT	50.00
82275	WELLMARK	INSURANCE	13,614.34
82276	ADVANCED SYSTEMS, INC	PY-COPIER FEES	59.20
82277	BAKER & TAYLOR, LLC	LIB-BOOKS/DVDS/VIDEOS	1,191.23
82279	CAPITAL ONE BANK	LIB-POSTAGE & SUBSCRIPTIONS	153.22
82281	IOWA CITY PUBLIC LIBRARY	LIB-BOOKS/DVDS/VIDEOS	27.00
82282	MEDIACOM, INC	INTERNET	542.42
82283	MONKEYTOWN	LIB-OFFICE SUPPLIES	177.10
82284	REDBOOK	LIB-SUBCRIPTIONS	10.99
82285	U.S. CELLULAR	PHONES	477.52
82286	WAUKEE PUBLIC LIBRARY	LIB-DOLL, CLTHNG & ACCESSO	9.85
82287	IOWA DEPT OF NATURAL RESOURCES	SR-AMENDED PERMIT	85.00
		TOTAL PREPAYS:	40,856.42

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, ON THIS 6TH DAY OF MARCH 2018

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

RESOLUTION 6198

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, AUTHORIZING PAYMENT #8 TO VIETH CONSTRUCTION CORP. IN THE AMOUNT OF \$242.54 FOR THE RIVER FOREST ROAD LEVEE TRAIL PROJECT

WHEREAS, the City entered into a contract with Vieth Construction Corp. for the River Forest Road Levee Trail Project; and

WHEREAS, the City's Engineer, Jerry Shoff has reviewed the construction progress through February 19, 2018 and recommends payment to Vieth Construction Corp.

Request attached

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Evansdale, Iowa, that pay application #8 in the amount of \$242.54 hereby authorized to be issued for the River Forest Road Levee Trail Project

PASSED AND ADOPTED THIS 6TH DAY OF MARCH 2018

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

February 19, 2018



Clapsaddle-Garber Associates, Inc.
Ames – Marshalltown – Cedar Falls

MEMO TO: Mayor Doug Faas and City Council
City of Evansdale
123 N Evans Rd.
Evansdale, Iowa 50707

ATTENTION: DeAnne Kobliska, City Clerk

SUBJECT: **Recommendation for Progress Payment No. 8 Sub Final Payment**
River Forest Rd. Levee Trail Project
TAP-U-2432(612)—8I-07

CONTRACTOR: Vieth Construction Corp.
6419 Nordic Dr.
Cedar Falls, IA 50613

We have reviewed the construction progress of Vieth Construction Corp. on the River Forest Rd. Levee Trail Project. The attached Payment No. 8 tabulation of project quantities is an accurate accounting of work completed through February 19, 2018. This will be the Sub Final Payment. We recommend payment to Vieth Construction Corp. as follows:

Project Bid Cost	\$ 398,913.58
Change Order #1	\$21,334.14
Total Contract	\$420,247.72
Work completed through February 19, 2018	\$ 414,449.72
Less 3% retainage	(12,425.99)
Less Previous Payment #1	(112,229.85)
Less Previous Payment #2	(90,024.75)
Less Previous Payment #3	(106,837.58)
Less Previous Payment #4	(61,927.32)
Less Previous Payment #5	(20,569.19)
Less Previous Payment #6	(7,973.89)
Less Previous Payment #7	(2,211.11)
Amount due for Progress Payment No. 8	\$242.54

Please call us if there are any questions.

Sincerely,
Clapsaddle-Garber Associates, Inc.


Kasey Westley, Civil Engineering Technician


Approved by Jerry Shoff, PE, PLS

cc: Vieth Construction Corp.

City of Evansdale River Forest Road Levee Trail

CONTRACT AMOUNT: \$398,913.58
 CONTRACTOR: VIETH CONSTRUCTION CORPORATION
 SHOFF PROJECT NO: 922
 FOR WORK THROUGH: 2/19/2018
 PAY ESTIMATE #: **8 SUB-FINAL PAYMENT**



5108 Nordic Drive
 Cedar Falls, Iowa 50613-6967

Phone: (319) 266-0258
 Fax: (319) 266-1515

ITEM #	ITEM CODE	DESCRIPTION	EST. QUANT.	UNITS	UNITS INSTALLED THIS CYCLE	UNITS INSTALLED TO DATE	UNIT PRICE	EXTEND PRICE	% DONE
DIVISION I-STREET CONSTRUCTION									
1	2102-2625000	EMBANKMENT-IN-PLACE	335.00	CY		335.00	\$ 19.00	\$ 6,365.00	100%
2	2102-2625001	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	593.00	CY		593.00	\$ 20.00	\$ 11,860.00	100%
3	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	730.00	CY		730.00	\$ 15.00	\$ 10,950.00	100%
4	2102-2710090	EXCAVATION, CLASS 10, WASTE	1727.00	CY		1727.00	\$ 11.00	\$ 18,997.00	100%
5	2105-8425011	TOPSOIL, SPREAD	637.90	CY		637.90	\$ 10.00	\$ 6,379.00	100%
6	2105-8425020	TOPSOIL, STRIP AND STOCKPILE	1298.60	CY		1298.60	\$ 8.00	\$ 10,388.80	100%
7	2115-0100000	MODIFIED SUBBASE	107.90	CY		175.20	\$ 60.00	\$ 10,512.00	162%
8	2121-7425010	GRANULAR SHOULDERS, TYPE A	506.70	TON		643.20	\$ 28.50	\$ 18,331.20	127%
9	2123-7450020	SHOULDER FINISHING, EARTH	68.40	STA		68.35	\$ 140.00	\$ 9,569.00	100%
10	2212-5070310	PATCHES, FULL DEPTH REPAIR	250.50	SY		0.00	\$ 62.00	\$ -	0%
11	2301-1083080	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS M, CLASS 3 DURABILITY, 8 IN.	378.10	SY		723.70	\$ 46.00	\$ 33,290.20	191%
12	2401-6750001	REMOVALS, AS PER PLAN	1.00	LUMP		1.00	\$ 500.00	\$ 500.00	100%
13	2416-0100015	APRONS, CONCRETE, 15 IN. DIA.	4.00	EACH		4.00	\$ 925.00	\$ 3,700.00	100%
14	2502-8212036	SUBDRAIN, LONGITUDINAL, (SHOULDER), 6 IN. DIA.	158.00	LF		158.00	\$ 18.00	\$ 2,844.00	100%
15	2502-8221303	SUBDRAIN OUTLET, DR-303	1.00	EACH		1.00	\$ 375.00	\$ 375.00	100%
16	2503-0114215	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.	65.00	LF		65.00	\$ 60.00	\$ 3,900.00	100%
17	2510-6745850	REMOVAL OF PAVEMENT	620.50	SY		723.70	\$ 10.00	\$ 7,237.00	117%
18	2511-0300000	REMOVAL OF RECREATIONAL TRAIL	110.20	SY		110.20	\$ 20.00	\$ 2,204.00	100%
19	2511-0302500	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 5 IN.	8902.40	SY		8902.39	\$ 24.75	\$ 220,334.15	100%
20	2511-0302600	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	49.90	SY		49.85	\$ 45.00	\$ 2,243.25	100%
21	2511-0310100	SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	80.51	STA		50.86	\$ 55.00	\$ 2,797.30	63%
22	2511-6745900	REMOVAL OF SIDEWALK	14.60	SY		14.60	\$ 36.00	\$ 525.60	100%
23	2511-7528101	DETECTABLE WARNINGS	96.00	SF		96.00	\$ 27.00	\$ 2,592.00	100%
24	2512-1725256	CURB AND GUTTER, P.C. CONCRETE, 2.5 FT.	5.00	LF		0.00	\$ 45.00	\$ -	0%
25	2524-9276010	PERFORATED SQUARE STEEL TUBE POSTS	36.00	LF		36.00	\$ 19.00	\$ 684.00	100%
26	2524-9276021	PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	6.00	EACH		6.00	\$ 165.00	\$ 990.00	100%
27	2524-9325001	TYPE A SIGNS, SHEET ALUMINUM	21.00	SF		21.00	\$ 23.00	\$ 483.00	100%
28	2527-9263109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	9.59	STA		9.59	\$ 102.00	\$ 978.18	100%
29	2527-9263180	PAVEMENT MARKINGS REMOVED	2.90	STA		2.50	\$ 115.00	\$ 287.50	86%
30	2528-8445110	TRAFFIC CONTROL	1.00	LUMP		1.00	\$ 4,700.00	\$ 4,700.00	100%
31	2533-4980005	MOBILIZATION	1.00	LUMP		1.00	\$ 6,800.00	\$ 6,800.00	100%
32	2601-2636044	SEEDING AND FERTILIZING (URBAN)	1.10	ACRE		1.92	\$ 3,700.00	\$ 7,104.00	175%
33	2602-0000020	SILT FENCE	206.00	LF		156.00	\$ 7.00	\$ 1,092.00	76%
8001		HYDROMULCH	0.82	ACRE		0.82	\$ 6,325.00	\$ 5,186.50	100%
8002		CLEARING & GRUBBING	28.00	EACH	28.00	28.00	\$ 8.93	\$ 250.04	100%

SIGNED: *Tony Vieth* / DATE: 2/24/18
 TONY VIETH, VIETH CONSTRUCTION CORP.
 SIGNED: *Kasey Westley* / DATE: 2/19/18
 KASEY WESTLEY, CIVIL ENGINEERING TECHNICIAN
 SIGNED: *Jerry Shoff* / DATE: 2-19-2018
 JERRY SHOFF, PROJECT ENGINEER
 SIGNED: _____ / _____
 DOUG FAAS, MAYOR, CITY OF EVANSDALE, IOWA

TOTAL AMOUNT OF WORK TO DATE: \$ **414,449.72** 99%
 TOTAL PROJECT BID COST: \$ **398,913.58**
 TOTAL CHANGE ORDER COST: \$ **21,334.14**
 TOTAL CONTRACT: \$ **420,247.72**
 LESS DEDUCTS \$ -
 LESS 3% RETAINAGE \$ **(12,433.49)**
 LESS PAYMENT #1 \$ **(112,229.85)**
 LESS PAYMENT #2 \$ **(90,024.75)**
 LESS PAYMENT #3 \$ **(106,837.58)**
 LESS PAYMENT #4 \$ **(61,927.32)**
 LESS PAYMENT #5 \$ **(20,569.19)**
 LESS PAYMENT #6 \$ **(7,973.89)**
 LESS PAYMENT #7 \$ **(2,211.11)**
AMOUNT DUE THIS REQUEST: \$ 242.54

ESTIMATE PREPARED BY: KASEY WESTLEY, CIVIL ENGINEERING TECHNICIAN, CGA
 CHECKED BY:
 DATE: 2/19/2018
 NOTES:

RESOLUTION 6199

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, AUTHORIZING FINAL RETAINAGE PAYMENT TO VIETH CONSTRUCTION CORP. IN THE AMOUNT OF \$1,947.80 FOR THE LAFAYETTE CULVERT PROJECT

WHEREAS, the City entered into a contract with Vieth Construction Corp. for the Lafayette Culvert Project; and

WHEREAS, the City's Engineer, Heather Thomas has reviewed the construction progress through November 15, 2017 and recommends payment to Vieth Construction Corp. of Cedar Falls, Iowa

Request attached

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Evansdale, Iowa, that final retainage payment in the amount of \$1,947.80 hereby authorized to be issued for the Lafayette Culvert Project

PASSED AND ADOPTED THIS 6TH DAY OF MARCH 2018

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

February 21, 2018

Mayor Doug Faas and City Council
DeAnne Kobliska
City of Evansdale
123 N Evans Rd.
Evansdale, Iowa 50707

RE: Release of 5% Retainage to Vieth Construction Corporation
Lafayette Road Culvert Project

Mayor and City Council,

In our revised Pay Estimate No. 2 for this project dated 11/15/2017, we adjusted the payment due to Vieth Construction by the cost of engineering services related to the corrective action. Payment at that time to Vieth Construction in the amount of \$7,206.34 brought payment complete less the 5% retention.

At this time, payment of \$1,947.80, constituting the 5% retained, should be made to Vieth Construction Corporation to complete payment for this contract.

Please let us know if there are any questions in this matter.

Sincerely,
Shoff Consulting Engineers, LC


William N. Wright, P.E., Project Engineer

c: Vieth Construction Corp.

Construction Pay Estimate No. 2 Semi-Final (REVISED 11/15/17)

Project Description: **Lafayette Road Culvert**

Date of Contract: September 29, 2016

Contractor:
 Vieth Construction Corporation
 6419 Nordic Dr.
 Cedar Falls, IA 50613

Owner:
 Mayor Doug Faas & City Council
 City of Evansdale
 123 N. Evans Rd.
 Evansdale, IA 50707

Total Contract Amount:	\$43,978.00	Construction Completed through 9/20/17	\$38,955.90
		Total Amount Earned to Date	\$38,955.90
		Less Previous Payment	(\$28,713.27)
		Less Retainage 5.0%	(\$1,947.80)
		Subtotal Amount Due Contractor	\$8,294.84
		Less Engineering Time for Corrective Action*	(\$1,088.50)
TOTAL CONTRACT PRICE	\$43,978.00	<u>AMOUNT DUE THIS ESTIMATE</u>	\$7,206.34

*Deduct for Engineering Services required by corrective work completed by sub-contractor

Requested by Contractor:

 Vieth Construction Corporation Title Date

Recommended by Engineer:


 Jerry L. Shoff, PE, PLS
 Clapsaddle-Garber Associates, Inc.

Project Manager 11/15/2017
 Title Date

Approved by Owner:

 City of Evansdale Title Date

Prepared by:
 Clapsaddle-Garber Associates
 Cedar Falls, IA

CGA Project No. 944C-14

APPLICATION FOR PAYMENT (SEMI-FINAL)
UNIT PRICE CONTRACT
Contractor: Vieth Construction Corporation

✓ SA

PROJ: Lafayette Road Culvert
PN: 944C-16

APPLICATION NO: #2
APPLICATION DATE: 11/15/2017
FOR PERIOD: Through 9/20/2017

A	B	C	D	F	G	H	I	J	L	M	N	O	P	Q	R
DESCRIPTION OF WORK	CONTRACT				WORK COMPLETED				MATERIALS PRESENTLY STORED (\$ AMOUNT)	TOTAL QTY TO DATE	TOTAL \$ AMOUNT COMPLETED AND STORED TO DATE	% (O/G)	BALANCE TO FINISH (G-O)	RETAINAGE (O*05)	
	UNITS	QTY	UNIT PRICE	CONTRACT PRICE	TOTAL QTY PREVIOUS APPLICATION	TOTAL \$ AMOUNT PREVIOUS APPLICATION	AMOUNT THIS PERIOD	\$ AMOUNT THIS PERIOD							
1	TRAFFIC CONTROL	LS	1	\$ 2,200.00	\$2,200.00	1	\$2,200.00	0	\$0.00		1	\$2,200.00	100%	\$0.00	\$110.00
2	SPECIAL COMPACTION OF SUBGRADE	STA	1	\$ 500.00	\$500.00	0.4	\$200.00	0	\$0.00		0.4	\$200.00	40%	\$300.00	\$10.00
3	ROLLED STONE BASE, CLASS "A" CRUSHED STONE, 12 IN.	SY	159	\$ 14.00	\$2,226.00	115.6	\$1,618.40	48.1	\$673.40		163.7	\$2,291.80	103%	-\$65.80	\$114.59
4	STD OF SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS A, CLASS 3 DURABILITY, 8 IN.	SY	122	\$ 56.00	\$6,832.00	88.9	\$4,978.40	37	\$2,072.00		125.9	\$7,050.40	103%	-\$218.40	\$352.52
5	GRANULAR SHOULDER, 6 IN.	TN	40	\$ 30.00	\$1,200.00	52.29	\$1,568.70	0	\$0.00		52.29	\$1,568.70	131%	-\$368.70	\$78.44
6	FLOWABLE MORTAR	CY	31	\$ 150.00	\$4,650.00	7.75	\$1,162.50	0	\$0.00		7.75	\$1,162.50	25%	\$3,487.50	\$58.13
7	REMOVAL OF PAVEMENT, SEAL COAT, & ASPHALT	SY	128	\$ 10.00	\$1,280.00	88.8	\$888.00	37.1	\$371.00		125.9	\$1,259.00	98%	\$21.00	\$62.95
8	REMOVAL OF CONCRETE	SY	122	\$ 15.00	\$1,830.00	88.9	\$1,333.50	37	\$555.00		125.9	\$1,888.50	103%	-\$58.50	\$94.43
9	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE ARCH PIPE (RCAP), CLASS A-III, 36X58.5 IN. ARCH PIPE	LF	64	\$ 250.00	\$16,000.00	56	\$14,000.00	0	\$0.00		56	\$14,000.00	88%	\$2,000.00	\$700.00
10	APRONS, CONCRETE, 36X58 IN. ARCH PIPE	EA	2	\$ 2,275.00	\$4,550.00	1	\$2,275.00	0	\$0.00		1	\$2,275.00	50%	\$2,275.00	\$113.75
11	SILT FENCE	LF	100	\$ 7.50	\$750.00	0	\$0.00	0	\$0.00		0	\$0.00	0%	\$750.00	\$0.00
12	SLOPE PROTECTION, WOOD EXCELSIOR MAT	SQ	4	\$ 90.00	\$360.00	0	\$0.00	0	\$0.00		0	\$0.00	0%	\$360.00	\$0.00
13	SEEDING AND FERTILIZING (URBAN)	AC	0.16	\$ 16,000.00	\$2,560.00	0	\$0.00	0.16	\$2,560.00		0.16	\$2,560.00	100%	\$0.00	\$128.00
14	REDESIGN ADMINISTRATION	LS	1	\$ 2,500.00	\$2,500.00	0	\$0.00	1	\$2,500.00		1	\$2,500.00	100%	\$0.00	\$125.00
				CONTRACT PRICE			TOTAL \$ AMOUNT PREVIOUS APPLICATION		\$ AMOUNT THIS PERIOD	MATERIALS PRESENTLY STORED (\$ AMOUNT)		TOTAL \$ AMOUNT COMPLETED AND STORED	%	BALANCE TO FINISH	RETAINAGE
TOTALS:				\$47,438.00			\$30,224.50		\$8,731.40	\$0.00		\$38,955.90	82%	\$8,482.10	\$1,947.80
				Less Retainage :			Pay Estimate 1 (\$1,511.23)		Pay Estimate 2 (\$436.56)						
				Amount Paid to Contractor			Pay Estimate 1 (\$28,713.28)		Pay Estimate 2 (\$8,294.84)						

Engineering Services for Lafayette Culvert
(Concrete Paving Correction)
Lafayette Road Culvert Cont. PH - Evansdale 2016
Construction Administration Phase

Date	Employee	Activity	Units / Hours	Rate	Fee	Notes
10/05/17	Jerry Shoff	Eng-Administration	1.00	101.00	101.00	rev PCC pvmnt replacements grade issue per City Council; disc w/ RF & KW
10/05/17	Kasey Westley	Survey	1.50	55.00	82.50	
10/09/17	Ryan Fischer	Eng-Meetings/Site Visit	0.50	83.00	41.50	Emails to contractor
10/09/17	Jerry Shoff	Eng-Administration	0.50	101.00	50.50	status check on pavement replacement
10/11/17	Ryan Fischer	Eng-Meetings/Site Visit	0.50	83.00	41.50	Calls, emails to contractor re correcting pavement
10/12/17	Jerry Shoff	Eng-Administration	1.00	101.00	101.00	Rev PE & grades to resolve field issues w/ PCC placements & rideability / Follow-up on Notice to Vieth to remove & replace
10/13/17	Ryan Fischer	Eng-Meetings/Site Visit	2.00	83.00	166.00	Met w/ mayor & contractor re corrective action, email to mayor, update JS
10/17/17	Jerry Shoff	Eng-Administration	1.50	101.00	151.50	Rev remedial options w/ RF; disc options w/ City Council; OKed grinding opt
10/20/17	Ryan Fischer	Eng-Meetings/Site Visit	4.00	83.00	332.00	
			12.50		\$ 1,067.50	
10/20/17	Vehicle - Light Duty Truck	Mileage	35.00	0.60	21.00	Tahoe
					<u>\$ 1,088.50</u>	Cost to Subcontractor for concrete paving correction

RESOLUTION 6200

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, AUTHORIZING FINAL PAYMENT OF RETAINAGE TO R COMPANY DBA FRICKSON BACKHOE AND TRUCKING IN THE AMOUNT OF \$888.53 FOR THE ELLENDALE DRIVE SANITARY SEWER EXTENSION PROJECT

WHEREAS, the City entered into a contract with R Company DbA Frickson Backhoe and Trucking for the Ellendale Drive Sanitary Sewer Extension Project; and

WHEREAS, the City's Engineer, Jerry Shoff has reviewed the construction progress through July 31, 2017 and recommends payment to R Company DbA Frickson Backhoe and Trucking.

Request attached

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Evansdale, Iowa, that pay final application of retainage in the amount of \$888.53 hereby authorized to be issued for the Ellendale Drive Sanitary Sewer Extension Project

PASSED AND ADOPTED THIS 6TH DAY OF MARCH 2018

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk



Clapsaddle-Garber Associates, Inc.
Ames – Marshalltown – Cedar Falls

February 26, 2018

Mayor Doug Faas and City Council
DeAnne Kobliska

City of Evansdale
123 N Evans Rd.
Evansdale, Iowa 50707

RE: **Release 5% Retention**
Ellendale Sanitary Sewer Extension Project

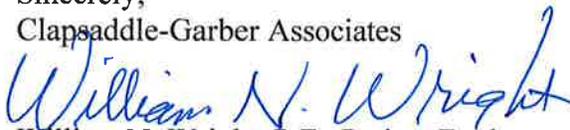
Mayor and City Council,

The Ellendale Sanitary Sewer Extension project has been completed. Payment has been made to R Company dba Frickson Backhoe and Trucking, withholding the 5% retention. Post construction completion, the 5% retention was held while lot fill material was being hauled. Once the fill haul was finished, the street was graded and surface rock was placed.

The 5% retention in the amount of \$888.53 should be paid to R Company dba Frickson Backhoe and Trucking.

Please advise if there are any questions.

Sincerely,
Clapsaddle-Garber Associates


William N. Wright, P.E., Project Engineer

c: R Company dba Frickson Backhoe and Trucking

RESOLUTION 6201

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, ACCEPTING AND APPROVING THE PRELIMINARY PLAT OF DEERWOOD PARK ESTATES PRESENTED BY KESS & ASSOCIATES, INC./ESCHLIMAN ENGINEERING, INC. ON BEHALF OF MICHAEL J. AND SHELLY L. BRUSTKERN

WHEREAS, the Evansdale Planning and Zoning Commission of the City of Evansdale, Iowa, did on the 27th day of February 2018, at its regular meeting, approve the Preliminary Plat of “Deerwood Park Estates,” and further recommended acceptance and approval thereof by the City Council of the City of Evansdale, Iowa and

WHEREAS, the City Council of the City of Evansdale has reviewed said Preliminary Plat and has recommended its approval, and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Evansdale, Iowa, that the attached plat heretofore filed to be known as the certain property located at the intersection of River Forest Road and Deerwood Park Road, legally described as:

UNPLATTED EVANSDALE COM AT PT ON E LINE SAID SEC THAT IS 528.5 FT N OF SE COR OF NE SE SAID SEC TH N ALONG E LINE SAID SEC TO PT THAT IS 528.5 FT S OF NE COR SE SAID SEC TH ON AN ANG TO LEFT 90 DEG 13 MIN A DIST OF 792 FT TH S ALONG LINE THAT IS PAR WITH E LINE SAID SEC A DIST 132 FT TH W A DIST 33 FT TH S ALONG LINE PAR WITH E LINE SAID SEC 132 FT TH E A DIST 825 FT TO PT OF BEG EXC S 15 FT OF W 592 FT THEREOF EXC W 14 FT OF THE E 47 FT SEC 1 T 88 R 13 and;

RIVER FOREST SUBDIVISION PART OF LOT 10 COM AT A PT WHICH IS ON THE N LINE LOT 10 RIVER FOREST SUBDIVISION THAT IS 528.5 FT N & 233 FT W OF THE SE COR OF THE NE 1/4 OF THE SE 1/4 OF SEC 1 T 88 R 13 TH N 15 FT TH W PAR WITH THE N LINE OF SAID LOT 10 TO A PT ON THE E LINE OF SAID LOT 10 825 FT W OF THE E LINE OF SEC 1 TH S 15 FT TH W PAR WITH THE N LINE OF LOT 10 TO THE W LINE OF THE NE 1/4 OF THE SE 1/4 OF SEC 1 TH S ALONG SAID W LINE 75 FT TH E PAR WITH THE N LINE OF LOT 10 TO A PT 233 FT W OF THE E LINE OF SEC 1 TH N 75 FT TO THE PT OF BEG EXC THAT PART DEEDED TO CITY B 555 P 212 and;

Parcel to be transferred by the City of Evansdale: RIVER FOREST SUBDIVISION PART OF LOT 10 COM AT PT 33 FT W OF PT IN E LINE SEC 1 T 88 R 13 THAT IS 528.5 FT N OF SE COR NE SE TH W 200 FT TH S 75 FT TH E 200 FT TH N 75 FT TO BEG EXC THAT PART DEEDED TO CITY OF EVANSDALE B 558 P 84

PASSED AND APPROVED THIS 6th DAY OF MARCH 2018

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

RESOLUTION 2018-01

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EVANSDALE, IOWA, APPROVING THE PRELIMINARY PLAT FOR THE DEERWOOD PARK ESTATES

WHEREAS, the Planning and Zoning Commission at their meeting on February 27, 2018, duly considered and approved the preliminary plat for the Deerwood Park Estates, and;

WHEREAS, the certain property involved is located at the intersection of River Forest Road and Deerwood Park Road, legally described as:

UNPLATTED EVANSDALE COM AT PT ON E LINE SAID SEC THAT IS 528.5 FT N OF SE COR OF NE SE SAID SEC TH N ALONG E LINE SAID SEC TO PT THAT IS 528.5 FT S OF NE COR SE SAID SEC TH ON AN ANG TO LEFT 90 DEG 13 MIN A DIST OF 792 FT TH S ALONG LINE THAT IS PAR WITH E LINE SAID SEC A DIST 132 FT TH W A DIST 33 FT TH S ALONG LINE PAR WITH E LINE SAID SEC 132 FT TH E A DIST 825 FT TO PT OF BEG EXC S 15 FT OF W 592 FT THEREOF EXC W 14 FT OF THE E 47 FT SEC 1 T 88 R 13 and;

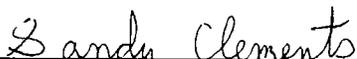
RIVER FOREST SUBDIVISION PART OF LOT 10 COM AT A PT WHICH IS ON THE N LINE LOT 10 RIVER FOREST SUBDIVISION THAT IS 528.5 FT N & 233 FT W OF THE SE COR OF THE NE 1/4 OF THE SE 1/4 OF SEC 1 T 88 R 13 TH N 15 FT TH W PAR WITH THE N LINE OF SAID LOT 10 TO A PT ON THE E LINE OF SAID LOT 10 825 FT W OF THE E LINE OF SEC 1 TH S 15 FT TH W PAR WITH THE N LINE OF LOT 10 TO THE W LINE OF THE NE 1/4 OF THE SE 1/4 OF SEC 1 TH S ALONG SAID W LINE 75 FT TH E PAR WITH THE N LINE OF LOT 10 TO A PT 233 FT W OF THE E LINE OF SEC 1 TH N 75 FT TO THE PT OF BEG EXC THAT PART DEEDED TO CITY B 555 P 212 and;

Parcel to be transferred by the City of Evansdale: RIVER FOREST SUBDIVISION PART OF LOT 10 COM AT PT 33 FT W OF PT IN E LINE SEC 1 T 88 R 13 THAT IS 528.5 FT N OF SE COR NE SE TH W 200 FT TH S 75 FT TH E 200 FT TH N 75 FT TO BEG EXC THAT PART DEEDED TO CITY OF EVANSDALE B 558 P 84

NOW THEREFORE, BE IT RESOLVED, by the Planning and Zoning Commission of the City of Evansdale, Iowa, that the preliminary plat for the Deerwood Park Estates be approved and forwarded to the Evansdale City Council for consideration.

PASSED AND APPROVED THIS 27TH DAY OF FEBRUARY 2018

ATTEST:



Sandy Clements, Chair



John Peverill, Vice Chairman

RESOLUTION 6202

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, APPROVING CONTRACT BETWEEN CITY OF EVANSDALE AND BLACK HAWK WASTE DISPOSAL AND DIRECTING EXECUTION OF SAID CONTRACT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA said Contract between Black Hawk Waste Disposal be and is hereby approved and attached herein.

BE IT FURTHER RESOLVED that the Mayor is authorized to sign said contract on behalf of the City of Evansdale, Iowa.

PASSED AND APPROVED THIS 6TH DAY OF MARCH 2018

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk



811 Dearborn Ave.
PO Box 2592 (50704)
Waterloo, IA 50703

Phone: 319.232.4150
Fax: 319.232.1086
Sales@BlackHawkWaste.com

Black Hawk Waste Disposal Co., Inc.

March 1, 2018

Proposal for Collection & Disposal of Solid Waste, Curbside Recycling, Recycling Central Site & City Wide Clean Up

Black Hawk Waste Disposal would like to thank the City of Evansdale for allowing us to negotiate the collection of the city's waste and recyclable materials. We pride our company on providing the best possible service for your dollar and strive to keep costs down for our customers.

With that in mind, we would like to quote the following:

SERVICE	DESCRIPTION	RATE
Curbside Solid Waste	Weekly Pick Up w/ 65ga totes provided by City	\$9.40 per household
Curbside Recycling	Every Other Week Pick Up w/ 65ga totes provided by City	\$2.25 per household
Recycling Center	(3) 8yds for CB serviced 4x/week Recycle Roll-Off for Paper Recycle Roll-Off for Plastic	\$0.38 per household
City Clean-Up	Roll-Off Containers provided for Clean Up <i>**The City will be required to pay landfill fees from Clean-Up</i>	\$0.07 per household
Total Cost Per Household Per Month		\$12.10

With a 3 year agreement, we would guarantee the rate for the first 2 years of the agreement (except if landfill is increased). For the 3rd year, under mutual agreement between the City and Contractor, the Contractor could increase the rate equal to the increase of the CPI index for that year.

Black Hawk Waste Disposal has been **servicing the Waterloo/Cedar Falls area and surrounding communities since 1978**. Our *fleet is the largest in the area* with 5 rear load routes, 4 frontload container routes, 3 automated side load route and 8 roll-off trucks. We also deliver and service portable toilets all over the Cedar Valley and beyond.

We currently service the cities of Denver, Janesville, Gilbertville, Fairbank, Hudson, Arlington, Oelwein, Clermont, Elgin, Hawkeye, LaPorte City, Randalia, St. Lucas, Wadena, Waucoma, West Union and of course Evansdale for residential solid waste pick up and recycling. Even without city agreements, we service many of the city residents of rural communities such as **Washburn, LaPorte City, Jesup, Independence, Oelwein, Fayette, and many rural households outside all of these small communities**. We use every bit of our experience and resources to implement recycling programs to keep recyclable items from making their way to the landfill. We have implemented the curbside recycling and curbside yard waste programs that Evansdale utilizes today to benefit the community and save the limited space the landfill uses.



Find updates at www.BlackHawkWaste.com or www.Facebook.com/BlackHawkWasteDisposal



811 Dearborn Ave.
PO Box 2592 (50704)
Waterloo, IA 50703

Phone: 319.232.4150
Fax: 319.232.1086
Sales@BlackHawkWaste.com

Black Hawk Waste Disposal Co., Inc.

March 1, 2018

We are in a partnership with Cedar Valley Recycling & Transfer that allows us to **offer more services than any other hauler**. We are *not reliant on a 3rd party company's recycling restrictions and have been one of the frontrunners to offer co-mingle recycling in the Cedar Valley*. We have several valuable resources to recycle many materials that other recycling facilities cannot.

Cedar Valley Recycling & Transfer is also just that, a transfer station. When the landfill closes due to high winds, or is closed due to off hours, we can utilize Cedar Valley Recycling & Transfer in emergencies to make sure the residents of this community and others still get their trash picked up!

We have enjoyed servicing the City of Evansdale for many of the past years and hope we can continue to do so. We try our best to service our customers in a timely, safe manner and take pride in our work. If you have any questions about this proposal or otherwise, please feel free to contact us anytime.

Sincerely,

Blane Benham
General Manager



Find updates at www.BlackHawkWaste.com or www.Facebook.com/BlackHawkWasteDisposal

CONTRACT FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLING

NOW THEREFORE, in consideration of the premises and in consideration of the covenants and agreement hereinafter set forth, it is mutually agreed by and between the Contractor (Black Hawk Waste Disposal) and the City (City of Evansdale), as follows:

1. DEFINITIONS

- a. **"Garbage"** means all solid and semi-solid, putrescible animal and vegetable wastes resulting from the handling, preparing, cooking, storing, serving, and consuming of food or of material intended for use as food, and all offal, excluding useful industrial byproducts, and shall include all such substances from all public and private establishments and from all residences.
- b. **"Curbside Recycling"** means all recyclable items that may be collected at the curb and transported for recycling as opposed to going to the landfill. This would include such items as; paper, newspaper, plastic, tin, aluminum, etc.
- c. **"Can"** means a container for the storage of garbage which is:
 - i. Provided with a handle and tight fitting cover
 - ii. Substantially made of a nonrusting material
 - iii. Watertight
 - iv. Rodent and vermin proof
- d. **"Disposable Solid Waste Container"** means storage devices for garbage other than cans, such as special paper or plastic bags designed for garbage.
- e. **"Commercial-sized Containers"** with truck lift devices may be approved by the City in lieu of conventional cans where suitable.
- f. **"Construction and Demolition Waste"** means waste building materials including wood, plastics, metals, and rubble which result from construction or demolition of structures, etc.
- g. **"Toxic and Hazardous Wastes"** means waste materials, including but not limited to poisons, pesticides, herbicides, acids, caustics, pathological wastes, flammable or explosive materials, and similar harmful wastes which require special handling and which may be disposed of in such a manner as to conserve the environment and protect the public health and safety.
- h. **"Yard Waste"** means materials disallowed for landfilling at Black Hawk County Landfill such as leaves, grass clippings, garden waste, tree trimming, tree limbs, or logs.

2. CURBSIDE COLLECTION

- a. All household garbage will be picked up once a week from the curb of each and every house in the corporate limits of the City of Evansdale and will be disposed of by the Contractor.
 - i. The volume of said garbage will be limited to one (1) 64 gallon container tote provided by the City of Evansdale.
 - ii. The Contractor shall provide special stickers, ties, or other effective markers to be sold at City Hall and such other locations as may be available at a price of one dollar (\$1.00) each for the residents who wish to dispose of more garbage than allowed in the limits specified in Rule 2:a:i above.

CONTRACT FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLING

- iii. The Contractor will not be required to collect any item above the established limits which does not have such special sticker, tie or marker clearly displayed.
- b. All curbside recycling will be picked up every other week from the curb of each and every house in the corporate city limits of the City of Evansdale and will be disposed of by the Contractor.
 - i. The volume of said recycling container will be limited to one (1) 64 gallon container tote provided by the City of Evansdale.
 - ii. Recycling does not have the same limitations as extra garbage and is allowed to have extra. Extra recycling should be bagged and set next to the recycling tote provided by the City of Evansdale. NO special stickers are required for extra recycling.
- c. The collection and disposal of above items shall be made as follows:
 - i. On such days of the week and for the area or district within the City as many from time to time be agreed upon by and between the parties hereto, it being understood the pickups will be made once a week from each area or district, and that all homes within the district will be picked up on the appointed day.
 - ii. In the event that the day for any pickup shall fall on a legal holiday, which shall be a day on which the employees of the Contractor did not work, all pickups during that week, for the day of such holiday and the succeeding days of such week will be delayed one day.
 - iii. All materials for collection shall be placed by the residents, in containers, along the curb with garbage and recycling being placed on opposite sides of the driveway facing the street being 5' free from any obstruction. All containers shall be waterproof construction. No yard waste of any kind will be collected. No liquids, hazardous, or toxic waste will be collected. Construction debris in excess of what may fit entirely within the container which will weigh more than 50 pounds will not be collected.
 - iv. All materials for collection shall not be picked up by the Contractor before 6:00am on any pick up days and all materials for collection shall be removed from the curb by the collector by 5:00pm on any pickup day.
 - v. The contractor shall not be required to empty containers or collect bundles weighing in excess of 75 pounds.

3. RECYCLABLE DROP OFF CENTER

- a. The Contractor will supply and maintain a center for collection of recyclable materials located at 130 Brown St. It will be the Contractor's responsibility to provide a container/collection system suitable for a public place, maintain it in a safe and sanitary condition, and empty as necessary.

The reimbursement of the Contractor for the management of the center will be thirty-eight cents (\$0.38) per household per month.

CONTRACT FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLING

The center will, at minimum, accept newspapers, HDPE plastics, metal cans, magazines/catalogs, cardboard, and clear glass containers. Additional recyclables may be accepted at the discretion of the Contractor.

4. CONTRACTOR'S EQUIPMENT

- a. The Contractor shall furnish all labor, tools, equipment and power for the operation of said pickup service under this agreement.
- b. Said equipment shall consist of a packer-type vehicle that will include a mechanical device or devices for packing or compressing garbage. This equipment shall be in good operating condition at all times. Bodies shall be leak proof. These bodies shall be cleaned out not less than once a week and disinfected.
- c. The Contractor shall have access to additional equipment so that he will not impede the picking up of assigned routes on any of the pickup days.

5. CONTRACTOR'S LIABILITY

- a. The Contractor agrees to carry insurance as follows:
 - i. Workmen's Compensation – The Contractor shall be funded to protect himself against liabilities under the laws of the State of Iowa for Workmen's Compensation claims. This company shall be authorized under the laws of the State of Iowa to provide enough coverage to statutory limits of Workmen's Compensation coverage.
 - ii. Public Liability – The Contractor shall carry a minimum coverage of \$500,000 per person and \$1,000,000 per accident.
 - iii. Motor Vehicle Bodily Injury Liability – The Contractor shall carry a minimum of \$500,000 per person and \$1,000,000 per accident.
 - iv. Property Damage – The Contractor shall carry a minimum of \$100,000 per accident.
- b. The above minimums of insurance coverage may be changed by the State of Iowa and these laws will be the guide of total amounts of insurance required under this contract.
- c. The Contractor shall indemnify and hold harmless the City of Evansdale and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City of Evansdale or any of their employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this

CONTRACT FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLING

paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

6. CONTRACTOR'S OBLIGATIONS

- a. The Contractor agrees to comply at all times with the laws, ordinances, and regulations of the City of Evansdale, the County of Black Hawk, and the State of Iowa. The Contractor shall use the Black Hawk County Landfill.
- b. The Contractor shall provide for pickup of garbage at no charge to the City from the following City buildings:
 - i. City Hall
 - ii. Street Maintenance Garage
 - iii. Waste Water Facility
 - iv. Fire DepartmentThe Contractor agrees to pick up at these locations at least once per week.
- c. The Contractor shall pickup garbage from the City parks at no charge to the City. The Contractor shall pick up on a weekly basis those parks located within the respective district on these districts respective pickup days. The Contractor shall only obligated to pick up from the City parks from April 1st through October 31st each year, with the exception of Kiwanis-Exchange Park at Meyers Lake, where the container must be emptied as needed year-round.

7. CITY'S OBLIGATIONS

- a. The City agrees to pay the Contractor for all the services and labor as stated above for the collection and disposal of household garbage the sum of nine dollars and forty cents (\$9.40) per household per month and two dollars and twenty-five cents (\$2.25) per household per month for curbside recycling collection and disposal. This sum does not include the management of the recycling drop-off center, payment for which is provided for in section 3 of this contract.
- b. The household units shall be determined by the active residential accounts provided by the Evansdale Water Works Department. These shall be certified to the City Clerk and the City Clerk shall determine the amount due the Contractor on a monthly basis. The Contractor shall be paid by the 10th of each following month during the terms of this contract. The City shall enforce the ordinances of the City of Evansdale as they apply to garbage, health and sanitation. Should the Contractor see violations of the City Solid Waste Ordinance, the Contractor shall notify the City of these violations and the City will investigate and pursue each violation.
- c. The City agrees to pay the Contractor for a Spring Clean-Up in which labor will be paid to the Contractor the sum of seven cents (\$0.07) per household per month. The Contractor will provide roll-off containers at the City Recycling Center on a Friday and Saturday agreed upon by both the City and Contractor from 8am to 4pm on Friday and 8am to 12pm on Saturday for residents to bring garbage and recycling. The City will pay all applicable landfill fees from the hauling of said containers.

8. TERMINATION OF THE CONTRACT

- a. The City may terminate this contract with a 60-day written notice to the Contractor for the Contractor's failure to collect and dispose of garbage in any of the districts.

CONTRACT FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLING

- b. Should the Contractor wholly fail to collect and dispose of the garbage as required herein, the City may then proceed with such work and charge said Contractor any and all reasonable costs to collect and dispose of said refuse and garbage.
- c. Should the Contractor violate any laws of the City of Evansdale, Black Hawk County, or the State of Iowa, then the City may terminate this contract after giving notice to the Contractor.
- d. Citizen's complaints shall be immediately referred to the Contractor by the City. The Contractor shall keep a log of citizen complaints and make it available to the City on a regular basis.
- e. In the event of a violation of this contract by the Contractor, the City may terminate the contract by giving ten day written notice to the Contractor.

9. TIPPING FEES

- a. The contract shall be adjusted to allow for any change in the tipping fee by the Black Hawk County Solid Waste Commission. Any change in tipping fee will be computed using the following information and example:

- i. Average Household Solid Waste .8 tons per year
Current Landfill Tipping Fee, \$40.25 per ton
Number of Households to be supplied by Evansdale Water Works
Current base cost of tipping fees per household \$2.68 per month

- ii. Example: Based on a given change from \$38.25 to \$40.25 per ton at the Landfill

(Landfill Rate x Average Solid Waste) divide by 12 months	=	Tip Fees/Month	
NEW RATE	$(40.25 \times .8) / 12 =$	\$2.68/month	
OLD RATE	$(38.25 \times .8) / 12 =$	\$2.55/month	
<hr/>			
Increase Allowed $(\$2.68 - \$2.55) =$			\$0.13/month

10. CONSUMER PRICE INDEX (CPI) INCREASES

- a. The rate per household will be guaranteed for the first 2 years of the agreement. The Contractor shall be allowed to increase the rates equal to the CPI index rate when published for an annual increase of charges for each household for each consecutive year with mutual agreement from the City. For example, if the annual CPI increase is 1.5%, the Contractor may raise the price per household 1.5% for the coming year.

11. SAVINGS

- a. In the event that legislative mandates from the state or federal government or administrative rule changes by the Black Hawk Solid Waste Commission supersede any article of this contract, the parties of the contract will negotiate in good faith to alter the terms of the contract in order to comply with said changes.

CONTRACT FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLING

12. The term of this contract shall be for a period of 3 years, beginning on July 1st, 2018 and ending on June 30th, 2021. If the Contractor and the City mutually agree, the contract may be extended for periods of one year at a time after the end of the term of this contract.

ACCEPTED:
City of Evansdale

Contractor

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____



To: Mayor Faas and Members of the Evansdale City Council

From: Chris Even, Wastewater Foreman

Date: March 2, 2018

Re: Arbutus Lift Station

As you are aware, there have been some recent problems with the pumps at the Arbutus Avenue Lift Station. While working on the pumps, we have learned that several of the valves in the dry well of the lift station are no longer operational. These valves block the flow of incoming sewage from the wet well on one side of the pump and prevent sewage from draining back through the sanitary sewer force main on the other side of the pump. When these valves are not operational, the pumps in the bottom of the dry well cannot be suitably isolated for service, which causes sewage and potentially poisonous gases to enter the drywell when the pumps are taken apart.

We had previously considered replacing all three of the existing pumps with new dry well submersible pumps; however, we have since learned that if the location of the city's wastewater treatment plant were to change, the size of pumps in the Arbutus Avenue Lift Station would also likely need to be changed. Replacing the pumps, which would also include replacing the valves, is likely to cost between \$150,000 and \$200,000. We don't want to make this large of an investment in the Arbutus Avenue Lift Station until we know for sure that the wastewater treatment is going to stay in its current location, which could be another 3-4 years yet.

In the meantime, we need to have operational valves in the lift station so that we can safely work on the pumps when needed. I sent a request for quotes to three contractors: Blazek Corporation, Denver Underground and Grading, and Summers Enterprise. Blazek Corporation was the only contractor to return a proposal. If the city performs the bypass of sewage around the lift station while the work is taking place, Blazek Corporation has quoted \$13,950 to replace six valves in the Arbutus Lift Station. I recommend the city council accept Blazek Corporation's quote for this work.

City of Evansdale
Arbutus Lift Station Valve Replacement
March 2018

Replacement of six (6) eight-inch valves at the Arbutus lift station in the City of Evansdale, Iowa.

The undersigned declares that, having carefully examined the instructions, specifications, and work site, proposes to furnish materials, tools, equipment, transportation, labor, supervision, and all else necessary for the satisfactory and complete operational installation of all equipment as described herein.

Item	Description	Bid Price
1.	Replacement of six (6) eight inch valves and incidentals	<u>22,475.⁰⁰</u>
Alternate 1.	Replacement of six (6) eight inch valves and incidentals with city responsible for bypassing lift station during installation of new valves	<u>13,950.⁰⁰</u>

The bidder certifies that this bid is in complete compliance with all specifications except as specifically listed on the following lines (use additional sheets if necessary):

Name of Company: Blazek Corporation
Company Address: 2005 Union Ave Lawler, Ia 52154
Phone Number: 563-238-7150 Email: blazekcorp@msn.com
Prepared by: Gene Blazek
Authorized Signature: Gene Blazek Date: 2/26/2018

I acknowledge receipt of changes to the specifications dated February 26, 2018 CB
(Initial Here)

ORDINANCE 659

AN ORDINANCE ADOPTING THE “CODE OF ORDINANCES OF THE CITY OF EVANSDALE, IOWA”

BE IT ORDAINED by the City Council of the City of EVANSDALE, Iowa, that:

SECTION 1. Pursuant to published notice and following public hearing on the 20th day of February 2018, so required by Sections 362.3 and 380.8, Code of Iowa, there is hereby adopted by the City of Evansdale, Iowa, the “CODE OF ORDINANCES OF THE CITY OF EVANSDALE, IOWA.”

SECTION 2. All of the provisions of the “CODE OF ORDINANCES OF THE CITY OF EVANSDALE, IOWA,” shall be in force and effect on and after the effective date of this ordinance.

SECTION 3. All ordinances or parts thereof in force on the effective date of this ordinance are hereby repealed from and after the effective date of this ordinance, except as hereinafter provided.

SECTION 4. The repeal provided for in the preceding section of this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before the effective date of this ordinance; nor shall such repeal affect any ordinance or resolution promising or guaranteeing the payment of money by the City or authorizing the issuance of any bonds of said City or any evidence of said City's indebtedness or any contract or obligation assumed by said City; nor shall said repeal affect the administrative ordinances or resolutions of the Council not in conflict or inconsistent with the provisions of “THE CODE OF ORDINANCES OF THE CITY OF EVANSDALE, IOWA”; nor shall it affect the following ordinances specifically saved from repeal:

URBAN RENEWAL AREAS

ORDINANCE NO.	ADOPTED	NAME OF AREA
337	December 19, 1978	Northwest Target Urban Renewal Area
343	March 22, 1979	Home Acres Urban Renewal Area
366	April 6, 1982	East Urban Renewal Area
485	May 19, 1992	1992 Urban Renewal Area
501	January 3, 1995	1994 Addition to Home Acres Urban Renewal Area
637	October 7, 2014	2014 Addition to the Northwest Urban Renewal Area
638	December 16, 2014	Evansdale Housing Urban Renewal Area

STREET AND ALLEY VACATIONS

ORDINANCE NO.	ADOPTED
319	August 17, 1976
320	September 7, 1976
347	January 15, 1980
375	August 3, 1982
468	November 8, 1989
474	September 18, 1990
499	November 15, 1994
523	November 19, 1996
535	November 18, 1997
604	August 5, 2008

ZONING MAP

ORDINANCE	ADOPTED	ORDINANCE	ADOPTED
353	May 5, 1981	519	September 17, 1996
359	November 17, 1981	520	September 17, 1996
360	November 17, 1981	521	November 6, 1996
368	March 16, 1982	522	November 19, 1996
388	August 2, 1983	524	January 7, 1997
397	November 20, 1984	530	June 3, 1997
409	May 6, 1986	550	May 24, 1999
417	March 17, 1987	566	February 1, 2000
456	June 20, 1989	565	April 3, 2001
457	June 20, 1989	567	June 5, 2001
461	July 5, 1989	572	May 7, 2002
464	September 5, 1989	613	April 5, 2011
473	July 3, 1990	636	July 1, 2014
486	October 6, 1992	645	April 19, 2016
498	November 9, 1994		
502	April 4, 1995		
504	June 6, 1995		
505	June 20, 1995		
507	July 5, 1997		
512	January 16, 1996		
513	February 6, 1996		

nor shall it affect any other right or franchise conferred by any ordinance or resolution of the Council or any other person or corporation; nor shall it affect any ordinance naming, establishing, relocating or vacating any street or public way, whether temporary or permanent; nor shall it affect any ordinance amending the official zoning map, establishing building lines, establishing and changing grades, or dedicating property for public use; nor shall it affect any prosecution, suit or other proceeding pending or any judgment rendered on or prior to the effective date of this ordinance.

SECTION 5. The following ordinances, passed subsequent to the preparation of this code but prior to adoption of this code, are hereby adopted and made a part of this code. These are ordinance 657 and 658. Said ordinances shall be codified and incorporated in published copies of this code as supplements thereto following adoption of this ordinance.

SECTION 6. An official copy of the “CODE OF ORDINANCES OF THE CITY OF EVANSDALE, IOWA,” adopted by this ordinance, including a certificate of the City Clerk as to its adoption and the effective date, is on file in the office of the City Clerk, and shall be kept available for public inspection.

SECTION 7. The City Clerk shall furnish a copy of the “CODE OF ORDINANCES OF THE CITY OF EVANSDALE, IOWA,” to the Judicial Magistrates serving the City of Evansdale.

SECTION 8. This ordinance shall be in full force and effect from and after the publication of this ordinance, as required by law.

Passed by the City Council of the City of Evansdale, Iowa, the ____ day of _____,
_____.

MAYOR

ATTEST:

CITY CLERK

First Reading: 02/20/2018

Second Reading: _____

Third Reading: _____

CLERK'S CERTIFICATE

I hereby certify that the foregoing Ordinance No. _____ was published as required by law on the ____ day of _____, _____.

SIGNED _____
CITY CLERK

CLERK'S CERTIFICATE

State of Iowa)
) SS
County of _____)

I, _____, City Clerk of the City of Evansdale, Iowa, hereby certify that the "CODE OF ORDINANCES OF THE CITY OF EVANSDALE, IOWA," was adopted by the City Council of the City of Evansdale, Iowa, and that an official copy of said Code of Ordinances is on file at the office of the City Clerk, City of Evansdale, Iowa, and that Ordinance No. _____ adopting said Code of Ordinances was passed by the City Council of the City of Evansdale, Iowa, on the _____ day of _____, _____, signed by the Mayor on the _____ day of _____, _____; duly recorded and published as provided by law, and that the effective date of said Code is _____, _____.

Witness my hand and official seal of the City of Evansdale, Iowa, this _____ day of _____, _____.

SIGNED: _____
CITY CLERK
CITY OF EVANSDALE, IOWA

DIVISION 2. - PROHIBITION ON DISCHARGE OF STORM WATER AND GROUNDWATER TO CITY SANITARY SEWER

Sec. 7-259. - Discharge of storm water or groundwater into city sanitary sewer system.

The discharge of water from any roof, surface, ground, sump pump, footing tile or from any other natural precipitation source into the city sanitary sewer collection system has the potential to cause damage to property and to overload the city waste water collection, conveyance and treatment system. Such discharge may result in the backup of sewage into living quarters of residential dwellings, or into other buildings or structures in the city, thereby creating a potential public health hazard, and potentially exceeding the capacity of the city waste water collection, conveyance and treatment system. Therefore, the city finds that it is essential to the maintenance of public health, safety, comfort, and welfare, to the minimization of damage to property, and to the maintenance of the functioning and capacity of the city wastewater collection, conveyance and treatment system, that the provisions of this division be strictly enforced. Since City Ordinance No. 1275 was adopted on February 10, 1969, this Code has prohibited the discharge of storm water from any dwelling, building or other structure into the city's sanitary sewer system. The provisions of this division shall apply to every dwelling, building or other structure in the city, for the construction of which a city building permit was issued after February 10, 1969.

(Ord. No. 2842, § 1, 5-4-15; Ord. No. 2850, § 1, 7-6-15)

Sec. 7-260. - Restrictions and definitions.

No water from any roof, surface, ground, sump pump, footing tile, or from any other natural precipitation source shall be discharged into the city sanitary sewer system. Any dwelling, building or other structure subject to the provisions of this division which, because of the infiltration of water into basements, crawl spaces and the like, require a seepage collection system, a "beaver drain," or any sump pump system to discharge water, shall have a permanently-installed discharge line which shall not at any time connect to or discharge such storm water into the city sanitary sewer system. For purposes of this division, a permanent installation shall be one which provides for a year-round discharge connection to the city subdrain/storm sewer system. If there is no city subdrain/storm sewer system available to the property, the surface discharge point shall be located no closer than ten feet from any property line, or as otherwise approved by the director of community development or his or her designee. Such discharge line shall consist of a rigid discharge line inside the structure, without valving or quick connections for altering the path of discharge and, if connected to the city subdrain/storm sewer system, shall include a check valve.

(Ord. No. 2842, § 1, 5-4-15; Ord. No. 2850, § 1, 7-6-15)

Sec. 7-261. - Sump, pump, and rigid pipe; method of installation.

- (a) Any such discharge line shall consist of a pipe that shall be installed through the outside foundation wall of the dwelling, building or other structure, with rigid pipe (plastic, copper or galvanized) one and one-half inches (1½") (40 mm.) inside diameter minimum, without valves or quick connections that would alter the path of discharge. The discharge shall be directed away from the foundation wall of the structure.
- (b) No discharge shall be directed so as to impact neighboring properties or any city street, sidewalk or right-of-way.
- (c) Where a sump pit exists in any such dwelling, building or other structure subject to this division, it shall have a pump installed with rigid piping as specified in this section.
- (d) Any plumber, contractor, or other person who knowingly installs a sump, pump and/or piping that is not in conformance with the provisions of this division shall be liable to the city for all damages

caused by such improper installation, and shall further be subject to the penalties set forth in section 7-267 of this division.

(Ord. No. 2842, § 1, 5-4-15; Ord. No. 2850, § 1, 7-6-15)

Sec. 7-262. - Disconnections ordered.

Any owner of any dwelling, building, or other structure in the city that is subject to this division, which has a roof, surface, ground, sump pump, footing tile or other natural precipitation source that is now connected to and/or discharging into the city sanitary sewer system, shall immediately disconnect and/or remove the same. Any disconnects or openings in the city sanitary sewer system shall be closed or repaired in a manner approved by the director of community development or his or her designee.

(Ord. No. 2842, § 1, 5-4-15; Ord. No. 2850, § 1, 7-6-15)

Sec. 7-263. - Inspections.

Every owner of any dwelling, building or other structure that is subject to the provisions of this division, shall allow the city director of community development or his or her designee, to gain admittance to the owner's property in order to inspect such dwelling, building or other structure, to confirm that there is no sump pump or other prohibited discharge from said property into the city sanitary sewer system. The owner of any such property may meet the requirements of this section by contracting with a licensed plumber who is authorized to do business in the city to perform such inspection. Such plumber shall inspect the owner's property and the sump pump system, and shall complete, sign and return an inspection form to the city, documenting the results of the inspection. The inspection form shall be furnished to the owner or the licensed plumber upon request. All costs associated with an inspection by a licensed plumber retained by the property owner under this section shall be the responsibility of the property owner.

(Ord. No. 2842, § 1, 5-4-15; Ord. No. 2850, § 1, 7-6-15)

Sec. 7-264. - Time limit for owner to allow inspection by the city or by a licensed plumber.

The owner of any dwelling, building or other structure shall have a period of thirty (30) days from the date the city sends a written notice to the owner requesting admittance to the owner's property for an inspection, to either allow a city inspection of the property, or to contract with a licensed plumber to perform the inspection, and notify the city of the results thereof, as provided in section 7-263 of this division. Such inspection, whether performed by the city inspector, or by the licensed plumber hired by the property owner, shall be completed within said thirty (30) day period.

(Ord. No. 2842, § 1, 5-4-15; Ord. No. 2850, § 1, 7-6-15)

Sec. 7-265. - Time limit for disconnection of discharge into city sanitary sewer system.

Upon completion of a city inspection of a property, or upon the city's receipt of an inspection form from the licensed plumber hired by the owner of the property, the city shall determine whether any such property is improperly discharging storm water into the city sanitary sewer system, and shall send a notice to the property owner regarding the results of said inspection. If the property is found to be discharging storm water into the city sanitary sewer system, then the owner shall have a period of ninety (90) days from the date the city sends such written notice to the owner, to obtain a plumbing permit, and to disconnect the owner's sump pump or other prohibited discharge into the city sanitary sewer system, and

to request an inspection, certifying that all work necessary to disconnect the owner's sump pump or other prohibited discharge from said property into the city sanitary sewer system has been completed.

All work that is necessary to comply with the provisions of this division which requires the issuance of any plumbing, building or other permit under this Code shall be inspected by the city inspection services division for compliance with all applicable City Code requirements.

(Ord. No. 2842, § 1, 5-4-15; Ord. No. 2850, § 1, 7-6-15)

Sec. 7-266. - Sanitary sewer surcharge.

Any owner who fails to timely comply with the requirements of either section 7-264 or section 7-265 of this division shall thereupon be subject to and shall pay a monthly surcharge on the property owner's city sewer bill in the amount of \$100.00 per month. Said surcharge shall commence on the first day of the month following the expiration of the thirty (30) day period set forth in section 7-264 of this division, or the ninety (90) day period set forth in section 7-265 of this division, as applicable, when either the property owner has failed to timely allow a city inspection or has failed to timely correct any illegal connections to the city sanitary sewer system, or has failed to contract with a licensed plumber to inspect the property and correct any illegal connections to the city sanitary sewer system. Such surcharge shall continue to be imposed on the owner's city sanitary sewer bill for as long as the property owner continues to own the property without complying with the requirements of this division. This monthly surcharge is intended to offset the added cost to the city associated with having the city waste water collection, conveyance and treatment system process clear or clean water unnecessarily, when the status of the property owner's connection or non-connection to the city sanitary sewer system cannot be ascertained, or when the owner has failed to timely disconnect any discharge of storm water to the city sanitary sewer system.

(Ord. No. 2842, § 1, 5-4-15; Ord. No. 2850, § 1, 7-6-15)

Sec. 7-267. - Penalties and enforcement.

Any person who violates any provision of this division shall be subject to the penalties set forth in this section.

- (a) If any person is found to be in violation of any of the provisions of this division, the city shall send written notice stating the nature of the violation, and providing the person with at least thirty (30) days to correct the violation. Any person who has received a written notice from the city described in this subsection (a) of this section and who continues to be in violation of the provisions of this division shall be deemed to have committed a municipal infraction, and shall be subject to a civil penalty as provided in section 1-9 of this Code. Each day that a municipal infraction occurs or is permitted to continue constitutes a separate offense.
- (b) Seeking a civil penalty as authorized in this section does not preclude the city from also seeking alternative relief from the court in the same action. Such alternative relief may include but is not limited to abatement or injunctive relief.
- (c) Any person who violates any of the provisions of this division shall be liable to the city for any expense, loss or damage incurred by the city resulting from such violation. The city hereby also retains any and all available civil remedies, including but not limited to injunction or abatement actions to remedy any violation of this division.

(Ord. No. 2842, § 1, 5-4-15; Ord. No. 2850, § 1, 7-6-15)

Secs. 7-268—7-410. - Reserved.