

**REGULAR CITY COUNCIL MEETING
TUESDAY – APRIL 3, 2018 – 6:00 PM
EVANSDALE CITY HALL**

AGENDA

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Approval of the April 3, 2018 agenda
5. Mayors Presentation of the Bungler Middle School Students of the Month – February 2018: Jaden White, Ethan Averhoff, Avery Engel, Kennedy Bergmann, Hannah Backen, Ian Lucas, and Michael Kemp
6. Mayors Presentation of the Bungler Middle School Students of the Month – March 2018: Eli Sallis, Jersie Benson, Marvellis Martin, Ethan Yu, Natalie See, and Isabella Marvets
7. 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 March 20, 2018 regular meeting minutes
8. **Boards and Commissions:**
 - Board of Adjustment - Appointed by Mayor
 - Jason Settle - New term expires 04-01-23
9. New Special Class C Liquor License – Honey Garden Family Restaurant – 3466 Lafayette Rd. – New license effective upon Council Approval
10. Resolution 6205 authorizing payment of bills and transfers
11. Resolution 6206 approving payment request #1 to Tojo Construction in an amount of \$7,200 for project number twelve (12) located at 625 1st Street as part of the 2015 Evansdale Housing Rehabilitation Program
12. Resolution 6207 approving payment request #1 to Tojo Construction in an amount of \$24,057.90 for project number thirteen (13) located at 537 1st Street as part of the 2015 Evansdale Housing Rehabilitation Program
13. Resolution 6208 approving final pay request to C & R Construction in an amount of \$20,725 for project number eleven (11) located at 1760 Michigan Drive as part of the 2015 Evansdale Housing Rehabilitation Program
14. Request from Police Chief to place K-9 Officer Sali on official retirement and to have Sali reside with Officer Dean
15. Request from Mayor to enter into an agreement with Clappsaddle-Garber Associates, Inc. of Cedar Falls, Iowa for the WWTP Floodway Analysis in the amount of \$55,700 and authorize the Mayor to sign said agreement

16. Request from Fire Chief to purchase a heart monitor for ambulance from Zoll Medical Corp. in an amount not to exceed \$26,819.71
17. Request from Public Works Director to crack seal streets as quoted in the amount of \$1,866.62
18. Discussion: Prohibition on Discharge of Storm Water & Ground Water to City Sanitary
19. Public discussion: non-agenda items
20. Mayor/Council Reports
21. Adjournment

CITY HALL
EVANSDALE, IOWA, MARCH 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: Bender, Walker, Loftus, and Seible. Absent: Dewater. Quorum present.

Walker/Loftus to approve March 20, 2018 agenda. Ayes-Four. Motion carried.

Dewater/Seible to approve the following items on the March 20, 2018 consent agenda: a. Approval of March 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 (Feb), Building Inspection Report (Feb), Clerk/Treasurer Report (Feb), Code Enforcement Report (Feb), Evansdale Municipal Housing (Feb), Library (Feb), Parks & Rec Dept. (Feb), Planning & Zoning (Jan), Police Dept. (Feb), Storm Water Commission (n/a), and Water Works (Feb). Roll call vote: Ayes-Four.

Walker/Loftus to approve Resolution 6203 authorizing payment of bills and transfers. Roll call vote: Ayes-Four.

Seible/Walker to approve Resolution 6204 fixing compensation for Paramedic Jenica Hehir. Mayor Faas welcomed Jenica to the city. Councilman Seible questioned the increased compensation from previous paramedic. Mayor Faas responded that it was the same. Roll call vote: Ayes-Four.

Walker/Bender to approve request from Boys & Girls Club for annual support in an amount of \$2,500 as budgeted for FY18. Brenda Vavroch, Director Boys & Girls Club of Evansdale, thanked the council for the support and explained how the funds would be utilized. Councilman Walker stated that the funds given by the city would be utilized at the Evansdale club. Ayes-Four. Motion carried.

Seible/Walker to approve request from Mayor to enter into an agreement with Clappsaddle-Garber Associates, Inc. of Cedar Falls, Iowa for the Angels Park Bridge Engineering construction phase in the amount of \$10,000 and authorize the Mayor to sign said agreement. Councilman Seible questioned the placement of the bridge. Mayor Faas responded that it will be discussed with the park board, engineer, and contractor at the park board meeting on April 2nd. He also stated that there would be additional costs to keep it where the causeway is now, and that it was designed by the engineers with a somewhat westerly location. Seible also questioned the fee scale given by the engineer. Mayor Faas responded that it's a federal project, engineers must observe and approve the construction process. Ayes-Four. Motion carried.

Walker/Loftus to approve request from Learn & Play Preschool for a curb cut located at 120 Clark Street. Mayor Faas explained the curb cut and parking. Mark Atkins, 909 3rd Ave., questioned if Fred at Pronto would also be allowed to cut his curb. Mayor Faas responded totally unrelated item. Ayes-Four. Motion carried.

Walker/Loftus to approve request from Public Works Director to purchase a Godwin Dri-Prime Model Automatic Self-Priming Diesel Pumpset from Central Service & Supply, Inc. in an amount not to exceed \$34,744 to be shared between Public Works and Waste Water. Councilman Seible questioned why the council didn't receive two bids. Mayor questioned Chris Schares if more bids were sought. Chris Schares, Public Works Director, responded that he had acquired five bids, but this was the only pump that would actually perform the task. Mark Atkins, 909 3rd Ave., questioned how many hydraulic pumps we still had.

Chris stated that the city had two pumps and neither of the pumps would handle the task. Mark questioned where they went. Chris responded that he wasn't here. Councilperson Bender questioned for clarity; would the pump bid we received achieve the job at hand. Mayor responded yes. Ayes-Three. Nays-One (Seible). Motion carried.

Walker/Loftus to approve request from Public Works Director to purchase a 2018 Chevrolet Silverado from Karl Chevrolet's through the Iowa State bid program in the amount of \$40,304.80. Mayor Faas discussed the current vehicle status and the need for another vehicle. Councilman Seible questioned why the truck was a four-door. Mayor Faas responded that when they have meetings they would like to take one vehicle instead of two. Councilman Seible questioned why only one bid was received and that the Chevrolet truck had a higher initial state bid. He also stated that he would like another quote possibly a Ford or a Dodge as well, and that we need to be conscience of taxpayer's money. Chris Schares, Public Works Director, stated that there were six state bids from Chevrolet, Dodge, GMC, and Ford and this was the least amount of the five. Councilperson Bender asked if going forward, we would bring two to bids for council's review. Mayor Faas responded yes and that this state bid expired in two days. Mark Atkins, 909 3rd Ave., questioned the options. Chris responded with the options needed. John Peverill, 543 East End Ave., questioned why the city didn't purchase a 2017. Jeff O'Brien, 939 McCoy Rd., questioned why the city utilized a state bid. Mayor Faas responded the state bid discount is over \$10,000. Loraine Atkins, 625 River Forest Rd., questioned why bids were not received and opened in a public meeting. Mayor responded that is a process for a city project. Ayes-Three. Nays-One (Seible). Motion carried.

Walker/Bender to approve authorization for Mayor to proceed with interviewing and hiring process for new fulltime position shared by Waste Water, Parks, and Streets. Mayor Faas stated that they would hire a grade II laborer with the contingency that he would achieve a waste water grade I within a year. Councilman Seible questioned who would manage the employee. Mayor Faas responded the Public Works Director would be his immediate supervisor and would work with the other divisions on time management. Councilman Walker questioned if the Mayor had spoken with Tom Nichols regarding the position. Mayor Faas responded yes. Ayes-Four. Motion carried.

Seible/Walker to approve Ordinance 659 approving adoption of the proposed Code of Ordinances of the City of Evansdale, Iowa, in its third reading. John Peverill, 543 East End Ave., questioned if modifications could be made to new ordinance regarding junk car as Planning and Zoning is reviewing that ordinance in the future. Mayor Faas responded that ordinances are often modified. Mark Atkins, 909 3rd Ave., questioned if the wording on accessory buildings would be amended to its original language from several years ago. Mayor responded no. Roll call vote: Ayes-Four.

Loftus/Walker to adopt Ordinance 659 approving adoption of the proposed Code of Ordinances of the City of Evansdale, Iowa. Roll call vote: Ayes-Four.

Public Discussion: non-agenda items: Loraine Atkins, 625 River Forest Rd., wasn't in favor of the Water Works raising their fees to build up funds and didn't understand why city employees at the Library were selling tickets for private developer's fund-raising projects. Mark Atkins, 909 3rd Ave., questioned where the engineering fees for the Angels Island Bridge would come out of. Mayor responded the general fund. John Peverill, 543 East End Ave., questioned why engineer fees weren't included in the initial contract for the bridge project. Mayor responded that he had a conversation with the engineers regarding just that. Mark questioned why the engineers would be involved. Mayor responded it is a federal project and their presence is required.

Mayor/Council Reports: Mayor Faas stated Doris Drive construction and Angels Island Bridge project both to begin, weather permitting, April 16th. He also stated that he was going to request the parks department meet at the island to discuss the placement of the bridge. Councilman Seible questioned the

negative balance in the fire dept other equipment fund after we had received a grant to offset the cost of the monitor. He also questioned if we had discussed providing the ambulance department with electric cots and seek funding to purchase. Councilman Walker stated that you must look at both sides of the electric cots, you must consider that they are 40 lbs. heavier than the regular cots. The Mayor stated the cost difference of the cots is only \$2,000, but that the department was still reviewing options. Councilman Seible also questioned what the additional expenses would be for the Arbutus lift station and if waste water has a plan of action for maintenance on all the lifts stations. Mayor Faas responded that we are only repairing the necessary items to keep all things running efficiently until the upgrade plan is in place. Public Works Director Schares stated that they were currently working on issues at the plant, but maintenance has been completed on a regular basis. Seible stated that Waterloo & Cedar Falls are discussing a regional plant plan and working with INRCOG on the details. Mayor responded he had been involved in the initial planning and Waterloo wasn't interested at that time. Councilman Seible also questioned if additional grants for the fire department would be sought. Mayor Faas responded yes.

There being no further discussion, Walker/Seible to adjourn the meeting at 6:50 p.m. Motion carried.

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

Applicant License Application ()

| | | |
|--|----------------------------------|--------------------------|
| Name of Applicant: <u>Lumbini Inc</u> | | |
| Name of Business (DBA): <u>Honey Garden Family Restaurant</u> | | |
| Address of Premises: <u>3466 Lafayette</u> | | |
| City <u>Evansdale</u> | County: <u>Black Hawk</u> | Zip: <u>50707</u> |
| Business | <u>(319) 505-2673</u> | |
| Mailing | <u>3466 Lafayette</u> | |
| City <u>Evansdale</u> | State <u>IA</u> | Zip: <u>50707</u> |

Contact Person

| | |
|-------------------------------------|---------------------------------------|
| Name <u>Bhawindra Karki</u> | |
| Phone: <u>(319) 504-1915</u> | Email <u>kbhawin@yahoo.com</u> |

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term:12 months

Effective Date: 04/01/2018

Expiration Date: 01/01/1900

Privileges:

Special Class C Liquor License (BW) (Beer/Wine)

Sunday Sales

Status of Business

| | |
|--|--|
| BusinessType: <u>Privately Held Corporation</u> | |
| Corporate ID Number: <u>XXXXXXXXXX</u> | Federal Employer ID <u>XXXXXXXXXX</u> |

Ownership

Bhawindra Karki

First Name: Bhawindra

Last Name: Karki

City: Waterloo

State: Iowa

Zip: 50702

Position: President

% of Ownership: 50.00%

U.S. Citizen: No

Sumitra Simkhada

First Name: Sumitra

Last Name: Simkhada

City: Waterloo

State: Iowa

Zip: 50702

Position: Secretary

% of Ownership: 50.00%

U.S. Citizen: No

Insurance Company Information

| |
|--|
| Insurance Company: <u>Le Mars Insurance Company</u> |
|--|

Policy Effective Date: 04/01/2018

Policy Expiration 03/31/2019

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

RESOLUTION 6205

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 | PD-CHANGE/PHONE SYSTEM | 85.00 |
| ALFIE PACKERS | SR-CALIBRATE BALANCES | 97.00 |
| ALLEN HOSPITAL | FD-PHYSICAL | 207.00 |
| AUTO PLUS | SR-ARBUTUS LIFT STATION | 4.34 |
| B.H. CO. EMERGENCY MGMT | FY18 4TH QTR DISPATCH FEES | 21,225.00 |
| BLACKHAWK WASTE | MAR 18 RECYCLE | 3,879.00 |
| | MAR 18 GARBAGE | 16,757.28 |
| | TOTAL: | 20,636.28 |
| C&R CONSTRUCTION | PY-CDBG PRJT 11 FINAL PAY | 20,725.00 |
| CENTURY LINK | SR-INTERNET | 78.99 |
| CGA | ANGELS PARK BRIDGE | 1,354.65 |
| | DORIS DR | 402.50 |
| | MEYERS LAKE PUMP | 80.00 |
| | FLOOD CONTROL ELK RUN CREEK | 70.00 |
| | DORIS DR. CONST. SERVICES | 956.20 |
| | 2017 ST MAINT & PATCHING | 1,537.25 |
| | RFR LEVEE TRAIL CONST PHS | 2,222.60 |
| | RFR RECON | 541.00 |
| | TRAIL AVE 12" FRC MAIN RELOCATE | 350.00 |
| | WWTF IMPROVEMENT | 2,310.60 |
| | TOTAL: | 9,824.80 |
| COURIER | PY-3/6 MINS & BILLS | 144.00 |
| | PY-ORD 659 | 7.20 |
| | TOTAL: | 151.20 |
| COVENANT MEDICAL CENTER | FD-DRUGS | 335.68 |
| APPROVED BY DIGITAL ALLY | PD-4 BODY CAMERAS | 3,313.00 |
| CC 02/20/18 GIERKE-ROBINSON CO | SR-ARBUTUS LIFT STATION | 197.20 |
| HAYCRAFT CABINET | CH-5 WOODEN FILLERS/FRNT DESK | 50.00 |
| I.N.R.C.O.G. | RU-NE IA CORRIDOR STDY #15 | 359.42 |
| IOWA FIREFIGHTERS ASSOC | FD-DUES | 39.00 |
| MENARDS | RU-FILTERS | 63.73 |
| | SR-STORGE EQUIPMENT | 131.24 |
| | TOTAL: | 194.97 |
| ON-SITE INFO DESTRUCTION | PD-DOC DESTRUCTION | 45.00 |
| RITEPRICE | CH-RECEIPT BOOKS/HR FOLDERS | 59.36 |
| SHERWIN WILLIAMS | RU-TRAFFIC PAINT | 873.28 |
| STETSON BUILDING PROD | SW-380 FLOOD GATE | 76.40 |
| STREET CRIMES | PD-SEMINAR | 299.00 |
| SUPERIOR WELDING SPLY | RU-GLOVES | 88.38 |
| APPROVED BY THE BODY SHOP | BI-REPAIRS TO #64 | 1,093.00 |
| CC 02/06/18 THE SHOP | RU-REPAIR SHOCKS & STRUTS | 958.20 |
| THOMAS ELECTRIC MOTOR SRV | SR-WWTP BLOWER MOTOR RPR | 268.00 |
| TOJO CONSTRUCTION | CDBG PRJT#12 PAY REQST #1 | 7,200.00 |
| | CDBG PRJT #13 PAY RQST #1 | 24,057.90 |
| | TOTAL: | 31,257.90 |
| U.S. CELLULAR | FD- CELL PHONE | 34.00 |
| | BI- CELL PHONE | 33.77 |
| | PK-CELL PHONE | 33.77 |
| | CH-CELL PHONE | 73.32 |
| | RU- CELL PHONE | 179.09 |
| | SR- CELL PHONE | 46.77 |
| | TOTAL: | 400.72 |
| WEBER PAPER CO | PD-DEODORIZERS | 6.87 |
| | FD-DEODORIZERS | 6.86 |
| | TOTAL: | 13.73 |
| | 001 GENERAL FUND | 25,132.48 |
| | 002 CAPITAL IMPROVEMENT | 3,313.00 |
| | 110 ROAD USE TAX | 5,568.05 |
| | 145 CDBG/REHAB PROGRAM | 51,982.90 |
| | 302 2015 CAPITAL PROJECTS | 2,763.60 |
| | 610 SEWER FUND | 3,484.14 |
| | 670 LANDFILL/GARBAGE | 20,636.28 |
| | 740 STORM WATER | 76.40 |
| | GRAND TOTAL: | 112,956.85 |

PREPAYS

| | | | |
|-------|-----------------------|---------------------------------|------------------|
| 82370 | BAKER & TAYLOR | LIB-BOOKS/VIDEOS/DVDS | 3,174.76 |
| 82372 | BOYS AND GIRLS CLUB | FY18 CONTRIBUTION | 2,500.00 |
| 82373 | CAPITAL ONE | LIB-POSTAGE/SUBSCRIPTIONS/SPLYS | 439.82 |
| 82375 | CREATIVE IMPACT | LIB-REMOVABLE 2X4 LABELS | 78.58 |
| 82376 | MEDIACOM | INTERNET | 542.42 |
| 82377 | RADIO COMMUNICATIONS | PY-SIREN MAINT CK | 340.00 |
| 82378 | SATURDAY EVENING POST | LIB-SUBSCRIPTION | 28.00 |
| DRAFT | ADVANTAGE ADMIN | EXPENSE DEDUCT | 899.90 |
| 82379 | AFLAC | INSURANCE | 60.02 |
| 82380 | IBEW LOCAL 288 | DUES | 177.00 |
| DRAFT | IPERS | RETIREMENT | 10,172.89 |
| 82381 | MET LIFE | DNTL/VIS/LIFE | 2,311.89 |
| 82382 | MFPRSI | RETIREMENT | 14,184.76 |
| 82383 | POLICE ASSOCIATION | P/R DEDUCT | 105.00 |
| DRAFT | TREASURER - ST OF IA | P/R DEDUCT | 4,604.00 |
| 82384 | TEAMSTERS LOCAL 238 | DUES | 310.00 |
| 82385 | VALIC | P/R DEDUCT | 75.00 |
| 82386 | WELLMARK | INSURANCE | 12,491.84 |
| | | TOTAL PREPAYS: | 52,495.88 |

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, ON THIS 3RD DAY OF APRIL 2018

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

RESOLUTION 6206

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, AUTHORIZING PAYMENT REQUEST #1 TO TOJO CONSTRUCTION IN THE AMOUNT OF \$7,200 FOR CDBG PROJECT TWELVE (12) LOCATED AT 625 1ST STREET AS PART OF THE 2015 EVANSDALE HOUSING REHABILITATION PROGRAM.

WHEREAS, the City entered into a contract with Tojo Construction for the CDBG Project twelve (12) located at 625 1st Street; and

WHEREAS, the INRCOG Project manager, Cindy Knox has reviewed the rehabilitation program standards and recommends payment to Tojo Construction of Waterloo, Iowa.

Request attached

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Evansdale, Iowa, that pay request #1 in the amount of \$7,200 hereby authorized to be issued for the 2015 Evansdale Housing Rehabilitation program project twelve (12) located at 625 1st Street.

PASSED AND ADOPTED THIS 3RD DAY OF APRIL 2018

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

Gerald and Cynthia Barnes, 625 1st St., Evansdale 50707
Evansdale PAY REQUEST

Call the ownersto arrange viewing of the property at
 319-234-1308

| | See the Rehab Spec Manual for the requirements which include but are not limited to the items listed below. | Rehab Spec Manual | TOJO Construction | Percentage of work done 1st pay request | Amount to be paid 1st pay request |
|------------------------------------|---|-------------------|-------------------|---|-----------------------------------|
| | Lead Safe Work Practices/Lead Hazard Reduction | | | | |
| item# | Lead Hazard Items | | | | |
| A | Interior site Prep and Clean up. | | \$500.00 | | |
| B | Exterior site Prep and Clean up. | | \$500.00 | | |
| ELECTRICAL - DIVISION 14000 | | | | | |
| 1 | Upgrade the electrical service to 100 amps. Include installing hard wired electric smoke detectors with battery back up in the basement and in each bedroom and one hard wired electric combination carbon monoxide/smoke detector on the 1st floor (not in the kitchen area). Install GFI outlets in the kitchen and bathroom. Install a vent fan/light in the bathroom, vent to the exterior with a solid 4" pipe and include a new vent cover. Repair all unsafe wiring and defective outlets. | 14000 | \$2,950.00 | 100% | \$2,950.00 |
| HEATING-DIVISION 13000 | | | | | |
| 2 | Install a 90+ forced air gas furnace, include a thermostat. Clean the ductwork. | 13000 | \$2,900.00 | 100% | \$2,900.00 |
| PLUMBING-DIVISION 12000 | | | | | |
| 3 | Replace the cast iron drain line for the bathroom from each fixture to the basement floor connection. Include new traps for the bathtub and sink. | 12000 | \$950.00 | 100% | \$950.00 |
| 4 | Replace the waterheater with a 50 gallon gas waterheater. | 12000 | \$825.00 | 100% | \$825.00 |
| 5 | Replace the toilet with a handicap toilet, include a new supply line and shut off valve. | 12000 | \$375.00 | 100% | \$375.00 |
| INTERIOR | | | | | |
| 6 | Install a wooden handrail on the basement stairs, paint to cover. Tighten the guardrail at the top of the steps. | 06140 | \$175.00 | | |
| 7 | Replace the kitchen countertop with a preformed laminate countertop. | 06060 | deleted | | |
| 8 | Repair and paint to cover the walls and ceiling in the living room and hall. The exposed beams in the living room will not be painted. The above item involves lead paint, therefore requires the use of LSWP. Additional costs for clean up, materials and labor should be reflected in item A shown above. | 09020 | \$775.00 | | |
| | | 09080 | | | |
| 9 | Install underlayment and vinyl or laminate flooring in the kitchen and office. Include basic subfloor repair and new base shoe. | 06040 09060 | deleted | | |
| 10 | Install doublehung vinyl replacement windows in the following openings. Touch up any loose or damaged paint on the stops, sills or trim after the window installation. 6- foundation 2-office 2-kitchen 3-living room 1-bathroom 2-bedroom 2-storage room 3-den The above item involves lead paint, therefore requires the use of LSWP. Additional costs for clean up, materials and labor should be reflected in item A shown above. | 08060 | | | |
| | | | \$2,400.00 | | |
| | | | \$900.00 | | |
| | | | \$900.00 | | |
| | | | deleted | | |
| | | | \$500.00 | | |
| | | | \$900.00 | | |
| | | | \$900.00 | | |
| | | | \$1,350.00 | | |
| | | | | | |

| | See the Rehab Spec Manual for the requirements which include but are not limited to the items listed below. | Rehab Spec Manual | TOJO Construction | Percentage of work done 1st pay request | Amount to be paid 1st pay request |
|---|--|-------------------|--------------------|---|-----------------------------------|
| EXTERIOR | | | | | |
| 11 | Remove the siding from the garage, cover the fascia, soffit and trim with aluminum, reside with vinyl siding. The above item involves lead paint, therefore requires the use of LSWP. Additional costs for clean up, materials and labor should be reflected in item B shown above. | 05040 10010 | \$3,900.00 | | |
| 12 | Replace the front steps with a set of treated wood steps with two handrails. Install additional 2"x6' treated wood joists to the front deck and secure loose deck boards with screws. Install a treated wood guard rail on the front deck. The new guardrail is to be about 30" high at the maximum. | 06000 | \$1,175.00 | | |
| 13 | Install an aluminum combination storm door on the rear entrance. | 08020 | \$250.00 | | |
| 14 | Repair the damaged rear corner of the house. | 05030 | \$125.00 | | |
| 15 | Building permit, check with City if needed | | \$0.00 | | |
| Change Orders | | | | | |
| 1 | Add back in replacing office vinyl mistakenly take out of contract | | \$500.00 | | |
| | Replace additional windows in back room and den | | \$975.00 | | |
| | Additional charge to wrap 6 basement windows | | \$375.00 | | |
| | Delete item # 7 above replacing counter top, was \$750 | | | | |
| | Add in Alternate # 3 to replace kitchen sink, trap, supply lines and valve | | \$500.00 | | |
| TOTAL OF ALL ABOVE PROJECT COSTS | | | \$25,600.00 | Total Amount Due GC this pay request > | \$8,000.00 |
| | | | | Less 10% retainage> | \$800.00 |
| | | | | Total to be paid> | \$7,200.00 |

Gerald and Cynthia Barnes, 625 1st St., Evansdale 50707
Evansdale PAY REQUEST

Call the ownersto arrange viewing of the property at
 319-234-1308

| | See the Rehab Spec Manual for the requirements which include but are not limited to the items listed below. | Rehab Spec Manual | TOJO Construction | Percentage of work done 1st pay request | Amount to be paid 1st pay request |
|------------------------------------|---|-------------------|-------------------|---|-----------------------------------|
| | Lead Safe Work Practices/Lead Hazard Reduction | | | | |
| Item# | Lead Hazard Items | | | | |
| A | Interior site Prep and Clean up. | | \$500.00 | | |
| B | Exterior site Prep and Clean up. | | \$500.00 | | |
| ELECTRICAL - DIVISION 14000 | | | | | |
| 1 | Upgrade the electrical service to 100 amps. Include installing hard wired electric smoke detectors with battery back up in the basement and in each bedroom and one hard wired electric combination carbon monoxide/smoke detector on the 1st floor (not in the kitchen area). Install GFI outlets in the kitchen and bathroom. Install a vent fan/light in the bathroom, vent to the exterior with a solid 4" pipe and include a new vent cover. Repair all unsafe wiring and defective outlets. | 14000 | \$2,950.00 | 100 | |
| HEATING-DIVISION 13000 | | | | | |
| 2 | Install a 90+ forced air gas furnace, include a thermostat. Clean the ductwork. | 13000 | \$2,900.00 | 100 | |
| PLUMBING-DIVISION 12000 | | | | | |
| 3 | Replace the cast iron drain line for the bathroom from each fixture to the basement floor connection. Include new traps for the bathtub and sink. | 12000 | \$950.00 | 100 | |
| 4 | Replace the waterheater with a 50 gallon gas waterheater. | 12000 | \$825.00 | 100 | |
| 5 | Replace the toilet with a handicap toilet, include a new supply line and shut off valve. | 12000 | \$375.00 | 100 | |
| INTERIOR | | | | | |
| 6 | Install a wooden handrail on the basement stairs, paint to cover. Tighten the guardrail at the top of the steps. | 06140 | \$175.00 | | |
| 7 | Replace the kitchen countertop with a preformed laminate countertop. | 06060 | deleted | | |
| 8 | Repair and paint to cover the walls and ceiling in the living room and hall. The exposed beams in the living room will not be painted. The above item involves lead paint, therefore requires the use of LSWP. Additional costs for clean up, materials and labor should be reflected in item A shown above. | 09020 09080 | \$775.00 | | |
| 9 | Install underlayment and vinyl or laminate flooring in the kitchen and office. Include basic subfloor repair and new base shoe. | 06040 09060 | deleted | | |
| 10 | Install doublehung vinyl replacement windows in the following openings. Touch up any loose or damaged paint on the stops, sills or trim after the window installation. | 08060 | | | |
| | 6- foundation | | \$2,400.00 | | |
| | 2-office | | \$900.00 | | |
| | 2-kitchen | | \$900.00 | | |
| | 3-living room | | deleted | | |
| | 1-bathroom | | \$500.00 | | |
| | 2-bedroom | | \$900.00 | | |
| | 2-storage room | | \$900.00 | | |
| | 3-den | | \$1,350.00 | | |
| | The above item involves lead paint, therefore requires the use of LSWP. Additional costs for clean up, materials and labor should be reflected in item A shown above. | | | | |

| | See the Rehab Spec Manual for the requirements which include but are not limited to the items listed below. | Rehab Spec Manual | TOJO Construction | Percentage of work done 1st pay request | Amount to be paid 1st pay request |
|---|---|-------------------|--|---|-----------------------------------|
| EXTERIOR | | | | | |
| 11 | Remove the siding from the garage, cover the fascia, soffit and trim with aluminum, reside with vinyl siding. The above item involves lead paint, therefore requires the use of LSWP. Additional costs for clean up, materials and labor should be reflected in item B shown above. | 05040 10010 | \$3,900.00 | | |
| 12 | Replace the front steps with a set of treated wood steps with two handrails. Install additional 2"x6' treated wood joists to the front deck and secure loose deck boards with screws. Install a treated wood guard rail on the front deck. The new guardrail is to be about 30" high at the maximum. | 06000 | \$1,175.00 | | |
| 13 | Install an aluminum combination storm door on the rear entrance. | 08020 | \$250.00 | | |
| 14 | Repair the damaged rear corner of the house. | 05030 | \$125.00 | | |
| 15 | Building permit, check with City if needed Change Orders | | \$0.00 | | |
| 1 | Add back in replacing office vinyl mistakenly take out of contract Replace additional windows in back room and den Additional charge to wrap 6 basement windows Delete item # 7 above replacing counter top, was \$750 Add in Alternate # 3 to replace kitchen sink, trap, supply lines and valve | | \$500.00 \$975.00 \$375.00 \$500.00 | | |
| TOTAL OF ALL ABOVE PROJECT COSTS | | | \$25,600.00 | 0% | |
| Alternates | | | | | |
| 1 | Radon mitigation to include at least the following: Install a 4" PVC pipe to serve as an active radon vent, which will extend from below the basement floor through the roof to include; Cutting a 6" hole through the basement floor deep enough for 3" of pea gravel and to allow the bottom of the pipe to be below the floor and the floor is to be repaired after installation. Inline mitigation fan with an electrical line as needed. The vent is to run up to the roof in an interior location that is least noticable as possible. Any exposed pipe is to be enclosed to match existing walls or ceilings as close as possible. Flashing boot for the roof. | 13000 | \$1,800.00 | | |
| 2 | Remove sheathing and resheath garage with 1/2" OSB. See item 11 above. | 06000 | \$1,450.00 | | |
| 3 | Replace the kitchen sink and faucet, include a new trap, supply lines and shut off valve. | 12000 | \$500.00 | | |
| 3 | Replace the central air conditioning unit. | 01300 | \$2,500.00 | | |
| 4 | Remove the existing carpet in the living room and hall and install carpet and pad in the living room and hall. | 09070 | \$1,400.00 | | |
| 5 | Repair as needed and overlay the asphalt driveway with 4" of hot rolled asphalt. The Driveway is to remain the same width and length. Per HO | | \$4,400.00 | | |
| 6 | Trim all the tree branches and limbs overhanging the house back approximately 20 feet. Per HO | | \$850.00 | | |
| 7 | Remove the existing bathtub and install a four foot (4" wide heavy duty fiberglass shower stall. The installation is to include a new faucet, showerhead, supply lines with shut off valves, trap and drain line. Include all framing modifications and covering the exposed framing with sheetrock finished to match existing wall. Per HO | 01200 | \$2,450.00 | | |
| 8 | Repair and paint to cover the walls and ceiling in the bathroom. Per HO | 09020 09080 | \$275.00 | | |
| 9 | Remove the bathroom window and frame in ande insulate. Cover the exterior with 3/4" sheathing and reside to match existing as close as possible. Per HO | 06000 | \$200.00 | | |
| Total of Alernate Items | | | \$15,825.00 | 0% | |

| See the Rehab Spec Manual for the requirements which include but are not limited to the items listed below. | Rehab Spec Manual | TOJO | Percentage of work done this pay request | Amount to be paid this pay request |
|--|-------------------|-------------|--|------------------------------------|
| <p>This home is presumed to contain lead based paint therefore certain items are noted where the disturbance of lead paint is expected. ONLY PERSONS WHO HAVE BEEN TRAINED AND CERTIFIED MAY CONDUCT WORK FOR THE LINE ITEMS SPECIFIED.</p> <p>Lead safe work practices include but may not be limited to:</p> <ul style="list-style-type: none"> *Protecting occupants by informing them of times and location of lead hazard reduction activities in advance of such work so special alternative housing arrangements can be made prior to safe lead clearance testing, if required. *Preparing worksite by having all necessary material and labor to do the work in a safe, efficient manner that will not unnecessarily delay completion and clearance testing if required. *Control and contain all paint chips, dust and residue by laying down tarps and completely sealing off affected rooms. *Disposing of lead paint chips, dust and residue as required by landfill. | | | | |
| TOTAL OF ALL ABOVE PROJECT COSTS | | \$36,890.00 | | \$0.00 |

| Alternates | | | | | |
|------------------------------|---|-------|------------|--|--|
| 1 | <p>Radon mitigation to include at least the following; Install a 4" PVC pipe to serve as an active radon vent, which will extend from below the basement floor through the roof to include; Cutting a 6" hole through the basement floor deep enough for 3" of pea gravel and to allow the bottom of the pipe to be below the floor and the floor is to be repaired after installation. Inline mitigation fan with an electrical line as needed. The vent is to run up to the roof in an interior location that is least noticeable as possible. Any exposed pipe is to be enclosed to match existing walls or ceilings as close as possible. Flashing boot for the roof. ONLY PERSONS WHO HAVE BEEN TRAINING AND CERTIFIED IN RADON MITIGATION MAY CONDUCT WORK FOR THE ITEM ABOVE. AFTER MITIGATION THE HOME SHOULD BE RETESTED FOR UPDATED RADON LEVELS AND THE REPORT SHOULD BE GIVEN TO BOTH THE HOME OWNER AND TO INRCOG.</p> | 13000 | \$1,475.00 | | |
| 2 | <p>Replace the furnace with a 92%+ high efficiency gas furnace with a new thermostat.</p> | 13000 | \$2,350.00 | | |
| TOTAL Alternates only | | | \$3,825.00 | | |

Homeowner _____ Date 3-28-18

General Contractor Mich H... Date 3/28/18

INRCOG, Inspector _____ Date _____

Mayor Fass Cody... Date 3/28/18

INRCOG _____ Date _____

RESOLUTION 6207

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, AUTHORIZING PAYMENT REQUEST #1 TO TOJO CONSTRUCTION IN THE AMOUNT OF \$24,057.90 FOR CDBG PROJECT THIRTEEN (13) LOCATED AT 537 1ST STREET AS PART OF THE 2015 EVANSDALE HOUSING REHABILITATION PROGRAM.

WHEREAS, the City entered into a contract with Tojo Construction for the CDBG Project thirteen (13) located at 537 1st Street; and

WHEREAS, the INRCOG Project manager, Cindy Knox has reviewed the rehabilitation program standards and recommends payment to Tojo Construction of Waterloo, Iowa.

Request attached

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Evansdale, Iowa, that pay request #1 in the amount of \$24,057.90 hereby authorized to be issued for the 2015 Evansdale Housing Rehabilitation program project thirteen (13) located at 537 1st Street.

PASSED AND ADOPTED THIS 3RD DAY OF APRIL 2018

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

**Zachary Rolf, 537 1st St., Evansdale 50707
Evansdale Pay Request 1**

Call Zachary to arrange viewing of the property at 319-239-4157

| | See the Rehab Spec Manual for the requirements which include but are not limited to the items listed below. | Rehab Spec Manual | TOJO | Percentage of work done this pay request | Amount to be paid this pay request |
|---|---|-------------------------|------------|--|------------------------------------|
| Lead Safe Work Practices/Lead Hazard Reduction | | | | | |
| Item# | Lead Hazard Items | | | | |
| A | Interior site Prep and Clean up. | | \$500.00 | | |
| B | Exterior site Prep and Clean up. | | | | |
| ELECTRICAL - DIVISION 14000 | | | | | |
| 1 | Install hard wired electric smoke detectors with battery back up in each bedroom and one hard wired electric combination carbon monoxide/smoke detector on the 1st floor (not in the kitchen area). Install a bathroom vent fan/light to include a new vent cover and 4" metal duct. | 14000 | \$1,325.00 | 100% | \$1,325.00 |
| PLUMBING- DIVISION 12000 | | | | | |
| 2 | Replace the bathtub with a <u>heavy duty</u> fiberglass bathtub with a tub surround. Include a new trap, faucet, shower head and shut off valves. Make all repairs needed to the walls for the installation. | 12000 | \$2,450.00 | 100% | \$2,450.00 |
| INTERIOR | | | | | |
| 3 | The floors are weak and unlevel, the repair work specified here is to reinforce the floor. There is no workable crawlspace- so inspection is difficult. The work specified is based on an assumed situation for estimating purposes, the actual work may change as work progresses. A). Remove the carpet, vinyl and subfloor in the front entry and living room, install 15- 2"x8" wood joists, the full width of the livingroom. The joists are to be supported on each end with a double 2"x8" wood beam which is supported on 4"x4" wood post on a 8"x8"x6" concrete pad. Install 3/4" plywood or OSB subfloor. All wood to be treated. Install carpet with pad and underlayment and vinyl or laminate flooring to replace the existing. B). Remove the vinyl and subfloor in the kitchen and bathroom, install 10- 2"x8" wood joists, the full width of the rooms. The joists are to be supported on each end with a double 2"x8" wood beam which is supported on 4"x4" wood post on a 8"x8"x6" concrete pad. Install 3/4" plywood or OSB subfloor. All wood to be treated. Install underlayment and vinyl or laminate flooring to replace the existing. | 06000 09060 09070 | \$7,890.00 | 100% | \$7,890.00 |
| 4 | Install two vinyl replacement windows in the rear entry. Touch up any loose or damaged paint on the stops, sills or trim after the window installation. The above item involves lead paint, therefore requires the use of LSWP. Additional costs for clean up, materials and labor should be reflected in item A shown above. | 08060 | \$900.00 | 100% | \$900.00 |
| EXTERIOR | | | | | |
| 5 | Remove the steel roofing on the rear section of the house, install a roof underlayment (Ice and Water Shield or equiv.) on the entire roof. Install the necessary flashing and reinstall the steel roof. | 07000 | \$1,975.00 | 75% | \$1,481.00 |
| 6 | Install gutters and downspouts with extensions or splash blocks on the house. | 05080 | \$725.00 | | |
| 7 | Building permit, check with City if needed | | \$265.00 | | |
| Change Orders | | | | | |
| 1 | Tear out existing flooring system and install new system | | \$5,200.00 | 100% | \$5,200.00 |
| | Tear out 3 layers of flooring in kitchen and bath, fill and insulate | | \$1,450.00 | 100% | \$1,450.00 |
| | Install new kitchen cabinets and counter top | | \$5,100.00 | | |
| | Replace shingles on main section of house | | \$4,100.00 | 75% | \$3,075.00 |
| | Tear off and dispose of existing shingles and repair damaged rafters | | \$1,100.00 | 75% | \$825.00 |
| | Tear off ceiling tiles in bathroom, sheet rock and finish | | \$750.00 | 100% | \$750.00 |
| | Tear off ceiling tiles on 1/2 kitchen, sheet rock and finish | | \$800.00 | 100% | \$800.00 |
| | Install new kitchen faucet and sing | | \$550.00 | | |
| | Vent kitchen drain | | \$450.00 | | |
| | Additional charge for electrical repairs per GC 3/16/18 | | \$300.00 | 100% | \$300.00 |
| | Raise stool flange to meet height of new floor | | \$285.00 | 100% | \$285.00 |
| | Move furnace vents to side of the house | | \$775.00 | | |
| | This home is presumed to contain lead based paint therefore certain items are noted where the disturbance of lead paint is expected. ONLY PERSONS WHO HAVE BEEN TRAINED AND CERTIFIED MAY CONDUCT WORK FOR THE LINE ITEMS SPECIFIED. Lead safe work practices include but may not be limited to: | | | | |

| | See the Rehab Spec Manual for the requirements which include but are not limited to the items listed below. | Rehab Spec Manual | TOJO | Percentage of work done this pay request | Amount to be paid this pay request |
|---|--|-------------------|--------------------|--|------------------------------------|
| | <p>*Protecting occupants by informing them of times and location of lead hazard reduction activities in advance of such work so special alternative housing arrangements can be made prior to safe lead clearance testing, if required.</p> <p>*Preparing worksite by having all necessary material and labor to do the work in a safe, efficient manner that will not unnecessarily delay completion and clearance testing if required.</p> <p>*Control and contain all paint chips, dust and residue by laying down tarps and completely sealing off affected rooms.</p> <p>*Disposing of lead paint chips, dust and residue as required by landfill.</p> | | | | |
| TOTAL OF ALL ABOVE PROJECT COSTS | | | \$36,890.00 | | \$26,731.00 |
| | | | | less 10% retainage> | \$2,673.10 |
| Alternates | | | | Amount due this pay request> | \$24,057.90 |
| 1 | <p>Radon mitigation to include at least the following; Install a 4" PVC pipe to serve as an active radon vent, which will extend from below the basement floor through the roof to include; Cutting a 6" hole through the basement floor deep enough for 3" of pea gravel and to allow the bottom of the pipe to be below the floor and the floor is to be repaired after installation. Inline mitigation fan with an electrical line as needed. The vent is to run up to the roof in an interior location that is least noticeable as possible. Any exposed pipe is to be enclosed to match existing walls or ceilings as close as possible. Flashing boot for the roof. ONLY PERSONS WHO HAVE BEEN TRAINING AND CERTIFIED IN RADON MITIGATION MAY CONDUCT WORK FOR THE ITEM ABOVE. AFTER MITIGATION THE HOME SHOULD BE RETESTED FOR UPDATED RADON LEVELS AND THE REPORT SHOULD BE GIVEN TO BOTH THE HOME OWNER AND TO INRCOG.</p> | 13000 | \$1,475.00 | | |
| 2 | Replace the furnace with a 92%+ high efficiency gas furnace with a new thermostat. | 13000 | \$2,350.00 | | |
| TOTAL Alternates only | | | \$3,825.00 | | |

Homeowner Date

General Contractor
Date

INRCOG, Inspector Date

Mayor Fass
Date

INRCOG
Date

**Zachary Rolf, 537 1st St., Evansdale 50707
Evansdale Pay Request 1**

Call Zachary to arrange viewing of the property at 319-239-4157

| | See the Rehab Spec Manual for the requirements which include but are not limited to the items listed below. | Rehab Spec Manual | TOJO | Percentage of work done this pay request | Amount to be paid this pay request |
|------------------------------------|---|-------------------------|------------|--|------------------------------------|
| | Lead Safe Work Practices/Lead Hazard Reduction | | | | |
| Item# | Lead Hazard Items | | | | |
| A | Interior site Prep and Clean up. | | \$500.00 | | |
| B | Exterior site Prep and Clean up. | | | | |
| ELECTRICAL - DIVISION 14000 | | | | | |
| 1 | Install hard wired electric smoke detectors with battery back up in each bedroom and one hard wired electric combination carbon monoxide/smoke detector on the 1st floor (not in the kitchen area). Install a bathroom vent fan/light to include a new vent cover and 4" metal duct. | 14000 | \$1,325.00 | 100 | |
| PLUMBING- DIVISION 12000 | | | | | |
| 2 | Replace the bathtub with a <u>heavy duty</u> fiberglass bathtub with a tub surround. Include a new trap, faucet, shower head and shut off valves. Make all repairs needed to the walls for the installation. | 12000 | \$2,450.00 | 100 | |
| INTERIOR | | | | | |
| 3 | The floors are weak and unlevel, the repair work specified here is to reinforce the floor. There is no workable crawlspace- so inspection is difficult. The work specified is based on an assumed situation for estimating purposes, the actual work may change as work progresses. A). Remove the carpet, vinyl and subfloor in the front entry and living room, install 15- 2"x8" wood joists, the full width of the livingroom. The joists are to be supported on each end with a double 2"x8" wood beam which is supported on 4"x4" wood post on a 8"x8"x6" concrete pad. Install 3/4" plywood or OSB subfloor. All wood to be treated. Install carpet with pad and underlayment and vinyl or laminate flooring to replace the existing. B). Remove the vinyl and subfloor in the kitchen and bathroom, install 10- 2"x8" wood joists, the full width of the rooms. The joists are to be supported on each end with a double 2"x8" wood beam which is supported on 4"x4" wood post on a 8"x8"x6" concrete pad. Install 3/4" plywood or OSB subfloor. All wood to be treated. Install underlayment and vinyl or laminate flooring to replace the existing. | 06000 09060 09070 | \$7,890.00 | 100 | |
| 4 | Install two vinyl replacement windows in the rear entry. Touch up any loose or damaged paint on the stops, sills or trim after the window installation. The above item involves lead paint, therefore requires the use of LSWP. Additional costs for clean up, materials and labor should be reflected in item A shown above. | 08060 | \$900.00 | 100 | |
| EXTERIOR | | | | | |
| 5 | Remove the steel roofing on the rear section of the house, install a roof underlayment (Ice and Water Shield or equiv.) on the entire roof. Install the necessary flashing and reinstall the steel roof. | 07000 | \$1,975.00 | 75 | |
| 6 | Install gutters and downspouts with extensions or splash blocks on the house. | 05080 | \$725.00 | | |
| 7 | Building permit, check with City if needed | | \$265.00 | | |
| Change Orders | | | | | |
| 1 | Tear out existing flooring system and install new system | | \$5,200.00 | 100 | |
| | Tear out 3 layers of flooring in kitchen and bath, fill and insulate | | \$1,450.00 | 100 | |
| | Install new kitchen cabinets and counter top | | \$5,100.00 | | |
| | Replace shingles on main section of house | | \$4,100.00 | 75 | |
| | Tear off and dispose of existing shingles and repair damaged rafters | | \$1,100.00 | 75 | |
| | Tear off ceiling tiles in bathroom, sheet rock and finish | | \$750.00 | 100 | |
| | Tear off ceiling tiles on 1/2 kitchen, sheet rock and finish | | \$800.00 | 100 | |
| | Install new kitchen faucet and sink | | \$550.00 | | |
| | Vent kitchen drain | | \$450.00 | | |
| | Additional charge for electrical repairs per GC 3/16/18 | | \$300.00 | 100 | |
| | Raise stool flange to meet height of new floor | | \$285.00 | 100 | |
| | Move furnace vents to side of the house | | \$775.00 | 100 | |

| | | | | |
|---|-------------------------|----------------------|---|---|
| See the Rehab Spec Manual for the requirements which include but are not limited to the items listed below. | Rehab Spec Manual | TOJO Construction | Percentage of work done 1st pay request | Amount to be paid 1st pay request |
|---|-------------------------|----------------------|---|---|

Homeowner _____ Date _____

[Signature] 3-28-18

Contractor _____ Date _____

[Signature] 3/28/18

Inspector _____ Date _____

City _____ Date _____

[Signature] 3/28/18

INRCOG _____ Date _____

RESOLUTION 6208

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, AUTHORIZING FINAL PAYMENT TO C&R CONSTRUCTION IN THE AMOUNT OF \$20,725 FOR CDBG PROJECT ELEVEN (11) LOCATED AT 1760 MICHIGAN DRIVE AS PART OF THE 2015 EVANSDALE HOUSING REHABILITATION PROGRAM.

WHEREAS, the City entered into a contract with C&R Construction for the CDBG Project eleven (11) located at 1760 Michigan Drive; and

WHEREAS, the INRCOG Project manager, Cindy Knox has reviewed the rehabilitation program completion standards and recommends payment to C&R Construction of Central City, Iowa.

Request attached

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Evansdale, Iowa, that final pay application in the amount of \$20,725 hereby authorized to be issued for the 2015 Evansdale Housing Rehabilitation program project eleven (11) located at 1760 Michigan Drive.

PASSED AND ADOPTED THIS 3RD DAY OF APRIL 2018

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

Diana & Jeffrey Duncan 1760 Michigan Dr., Evansdale 50707
Evansdale Pay request

| | | | | | |
|---|--|-------------------|-------------------|---------------------------------|----------------------------------|
| | Call Diana or Jeffrey Duncan to arrange viewing of the property at 319-232-0238 | | LOW BID | % of work done this pay request | Amount approved this pay request |
| | See the Rehab Spec Manual for the requirements which include but are not limited to the items listed below. | Rehab Spec Manual | C&R Constructions | | |
| Lead Safe Work Practices/Lead Hazard Reduction | | | | | |
| Item# | Lead Hazard Items | | | | |
| A | Interior site Prep and Clean up. | | \$100.00 | 100% | \$100.00 |
| B | Exterior site Prep and Clean up. | | \$100.00 | 100% | \$100.00 |
| ELECTRICAL - DIVISION 14000 | | | | | |
| 1 | Install hard wired electric smoke detectors with battery back up in the basement and in each bedroom and one hard wired electric combination carbon monoxide/smoke detector on the 1st floor (not in the kitchen area). Install GFI outlets in the kitchen, bathrooms and exterior. Install a vent fan in the bathroom vented to the exterior with 4" metal pipe, include an exterior vent cover. Install an outlet for the new laundry area (see Plb #4). | 14000 | \$1,500.00 | 100% | \$1,500.00 |
| PLUMBING-DIVISION 12000 | | | | | |
| 2 | Repair leak on the bathroom sink | 12000 | \$0.00 | 100% | \$0.00 |
| 3 | Replace the bathroom sink with a vanity and counter top, include a faucet, supply lines with shut off valves and a trap. The vanity is to be Chadwood or equal and approximately 18" wide by 17" deep to fit the space. | 12000 | \$400.00 | 100% | \$400.00 |
| 5 | Replace all accessible water lines in the basement with PEX waterline. This is to include from the water meter to each fixture, water heater and faucet with shut off valves. | 12000 | \$900.00 | 100% | \$900.00 |
| 5 | Replace the cast iron drain line for the toilet. | 12000 | \$350.00 | 100% | \$350.00 |
| 6 | Install faucets and a drain line for a washer hookup in the office/den area, exact location to be determined. | 12000 | \$350.00 | 100% | \$350.00 |
| 7 | Replace the water heater with a 40 gallon gas water heater. | 12000 | \$1,000.00 | 100% | \$1,000.00 |
| HEATING-DIVISION 13000 | | | | | |
| 8 | Install a 90+ forced air gas furnace with a programmable thermostat. | 13000 | \$2,400.00 | 100% | \$2,400.00 |
| INTERIOR | | | | | |
| 9 | Remove the closet in the den area to accommodate laundry hook ups. Repair the walls and ceiling to match existing walls and paint to cover the entire room. The above item involves lead paint, therefore requires the use of LSWP. Additional costs for clean up, materials and labor should be reflected in item A shown above. | 09020 09080 | n/a | 0% | n/a |

| | See the Rehab Spec Manual for the requirements which include but are not limited to the items listed below. | Rehab Spec Manual | C&R Constructions | | |
|---|--|-------------------|--------------------|------|--------------------|
| 10 | Install a dryer vent in the den area (see pld #4), the vent is to be 4" metal pipe with a vent cover. | 05070 | \$300.00 | 100% | \$300.00 |
| 11 | Install a wooden handrail on the basement stairs, finish to cover. | 06140 | \$200.00 | 100% | \$200.00 |
| EXTERIOR | | | | | |
| 12 | Repair the screens on two rear windows. | 08080 | \$75.00 | 100% | \$75.00 |
| 13 | Remove the steel foundation window along the driveway and block in with one course of concrete block and one course of glass block, the dryer vent will remain. | 04000 | \$150.00 | 100% | \$150.00 |
| 14 | Install gutters and downspouts with extensions or splash blocks on the house. | 05080 | \$800.00 | 100% | \$800.00 |
| 15 | Building permit, check with City if needed | | \$600.00 | 100% | \$600.00 |
| CHANGE ORDERS | | | | | |
| 1 | Remove line item 9 above removing den closet and repairing walls, was \$800. | | \$0.00 | 0% | \$0.00 |
| | Additional charge to replace rotted soffit fascia and gutters on two garages and shed. | | \$6,000.00 | 100% | \$6,000.00 |
| 2 | Additional charge to reconfigure bathroom: relocating toilet, sink, install 32" shower with shower door, install new light bar and medicine cabinet, replace vinyl flooring and trim, drywall, and paint | | \$5,500.00 | 100% | \$5,500.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL OF ALL ABOVE PROJECT COSTS | | | \$20,725.00 | | \$20,725.00 |

Diana & Jeffrey Duncan 1760 Michigan Dr., Evansdale 50707
Evansdale Pay request

| | Call Diana or Jeffrey Duncan to arrange viewing of the property at 319-232-0238 | | LOW BID | % of work done this pay request | Amount approved this pay request |
|------------------------------------|--|-------------------|-------------------|---------------------------------|----------------------------------|
| | See the Rehab Spec Manual for the requirements which include but are not limited to the items listed below. | Rehab Spec Manual | C&R Constructions | | |
| | Lead Safe Work Practices/Lead Hazard Reduction | | | | |
| Item# | Lead Hazard Items | | | | |
| A | Interior site Prep and Clean up. | | \$100.00 | 100 | |
| B | Exterior site Prep and Clean up. | | \$100.00 | 100 | |
| ELECTRICAL - DIVISION 14000 | | | | | |
| 1 | Install hard wired electric smoke detectors with battery back up in the basement and in each bedroom and one hard wired electric combination carbon monoxide/smoke detector on the 1st floor (not in the kitchen area). Install GFI outlets in the kitchen, bathrooms and exterior. Install a vent fan in the bathroom vented to the exterior with 4" metal pipe, include an exterior vent cover. Install an outlet for the new laundry area (see Plb #4). | 14000 | \$1,500.00 | 100 | |
| PLUMBING-DIVISION 12000 | | | | | |
| 2 | Repair leak on the bathroom sink | 12000 | \$0.00 | 100 | |
| 3 | Replace the bathroom sink with a vanity and counter top, include a faucet, supply lines with shut off valves and a trap. The vanity is to be Chadwood or equal and approximately 18" wide by 17" deep to fit the space. | 12000 | \$400.00 | 100 | |
| 5 | Replace all accessible water lines in the basement with PEX waterline. This is to include from the water meter to each fixture, water heater and faucet with shut off valves. | 12000 | \$900.00 | 100 | |
| 5 | Replace the cast iron drain line for the toilet. | 12000 | \$350.00 | | |
| 6 | Install faucets and a drain line for a washer hookup in the office/den area, exact location to be determined. | 12000 | \$350.00 | 100 | |
| 7 | Replace the water heater with a 40 gallon gas water heater. | 12000 | \$1,000.00 | 100 | |
| HEATING-DIVISION 13000 | | | | | |
| 8 | Install a 90+ forced air gas furnace with a programmable thermostat. | 13000 | \$2,400.00 | 100 | |
| INTERIOR | | | | | |
| 9 | Remove the closet in the den area to accommodate laundry hook ups. Repair the walls and ceiling to match existing walls and paint to cover the entire room. The above item involves lead paint, therefore requires the use of LSWP. Additional costs for clean up, materials and labor should be reflected in item A shown above. | 09020 09080 | n/a | 100 | |

| | See the Rehab Spec Manual for the requirements which include but are not limited to the items listed below. | Rehab Spec Manual | C&R Constructions | | |
|---|--|-------------------|--------------------|-----|---------------|
| 10 | Install a dryer vent in the den area (see pld #4), the vent is to be 4" metal pipe with a vent cover. | 05070 | \$300.00 | 100 | |
| 11 | Install a wooden handrail on the basement stairs, finish to cover. | 06140 | \$200.00 | 100 | |
| EXTERIOR | | | | | |
| 12 | Repair the screens on two rear windows. | 08080 | \$75.00 | 100 | |
| 13 | Remove the steel foundation window along the driveway and block in with one course of concrete block and one course of glass block, the dryer vent will remain. | 04000 | \$150.00 | 100 | |
| 14 | Install gutters and downspouts with extensions or splash blocks on the house. | 05080 | \$800.00 | 100 | |
| 15 | Building permit, check with City if needed | | \$600.00 | 100 | |
| CHANGE ORDERS | | | | | |
| 1 | Remove line item 9 above removing den closet and repairing walls, was \$800. | | \$0.00 | | |
| | Additional charge to replace rotted soffit fascia and gutters on two garages and shed. | | \$6,000.00 | 100 | |
| 2 | Additional charge to reconfigure bathroom: relocating toilet, sink, install 32" shower with shower door, install new light bar and medicine cabinet, replace vinyl flooring and trim, drywall, and paint | | \$5,500.00 | 100 | |
| TOTAL OF ALL ABOVE PROJECT COSTS | | | \$20,725.00 | | \$0.00 |

Diana L Duncan
 X homeowner date
[Signature] 3/28/18

X inspector date
[Signature] March 28 2018

X general contractor date
[Signature] 3-28-18

X INRCOG date

X City date

ACCEPTANCE OF COMPLETED REHABILITATION WORK

HOMEOWNER NAME Diana and Jeffrey Duncan

ADDRESS 1760 Michigan Dr., Evansdale, IA 50707

THE REHABILITATION WORK HAS BEEN SATISFACTORILY COMPLETED, INCLUDING ANY AMENDMENTS THROUGH THE ISSUANCE OF CHANGE ORDERS. ALL WORK AND MATERIALS USED TO COMPLETE THE REHABILITATION MEET MY APPROVAL AND ARE SATISFACTORY.

I/WE ACKNOWLEDGE THAT THIS DATE IS THE DATE OF FINAL COMPLETION OF THE WORK PERFORMED UNDER THE REHABILITATION PROGRAM AND THE FIVE YEAR FORGIVABLE LOAN WILL BEGIN AS OF THE DATE OF THIS DOCUMENT.

3-28-18
DATE

Jeffrey Duncan
Jeffrey Duncan, OWNER

3-28-18
DATE

Diana L Duncan
Diana Duncan, OWNER

March 28 2018
DATE

Shirley Hestings
C&R Constructions, CONTRACTOR

3/28/18
DATE

Cody [Signature]
INRCOG Representative

3/28/18
DATE

[Signature]
INRCOG Inspector

**Amendment 2018-3
to the Master Engineering Services Agreement
Between
The City of Evansdale, Iowa (Owner)
and
Clapsaddle-Garber Associates, Inc., (Engineer)**

Project: 2018 WWTP – Cedar River Flood Analysis – Evansdale, Iowa
** Original Master Agreement Dated February 20, 2018 Attached for Reference*

The parties intend to expand upon the Scope of Services described in the Master Engineering Services Agreement dated February 20, 2018. The parties hereby agree to add the following project and the Scope of Engineering Services as follows:

Project Description: The intent of the project is to perform the necessary flood analysis to seek approval from Iowa DNR Floodplains for constructing improvements at the WWTP to meet new NPDES permitting requirements.

The project consists of developing hydraulic models of the Cedar River in the area of the Evansdale Waste Water Treatment Plant (WWTP). Available historic modeling is not detailed enough to show the existing WWTP.

The project will model three conditions:

- Convert historic FEMA Duplicate Effective HEC-2 Model to HEC-RAS Model
- Update historic model with additional data for existing conditions
- Create proposed model to conservatively model planned WWTP Improvements

The models will be analyzed and manipulated, if possible, to achieve a no-rise condition for the proposed WWTP Improvements. This Scope of Work assumes that a no-rise condition will be achieved and does not include FEMA CLOMR/LOMR permit development. If a no-rise condition is determined not to be possible after a completion of the modeling, a supplemental agreement will be required for completing the CLOMR/LOMR process. This Scope of Work does not include Section 404 permitting or approval from the Army Corps of Engineers for any work completed within their levee system.

Task 1.0 — Develop Hydraulic Base Map

1.1 Gather Historic FEMA Flood Study Data. Known available data that will be utilized in the preparation of the model for Evansdale includes:

- Historic FEMA Flood Study Data
 - Includes Cedar River Sections Q, R, & S
- Data used in Waterloo Wastewater Permit Flood Study of Cedar River
- Data and plans of Downstream I380 Bridge and Levee

1.2 Field Topographic Survey. Survey elevational information and cross section data for use in modeling the existing flood conditions of the Cedar River between the Waterloo Wastewater Plant and just downstream of the I-380 Bridge, as shown on Attachment B. Information will include both land topography and river bottom

cross sections. Topographic survey will also be completed at the WWTP grounds. An estimated fourteen (14) days of field data collection is anticipated.

- 1.3 Develop Hydraulic Base Map. Process LiDAR data to combine and supplement field topographic survey. Incorporate data from FEMA Flood Study and Iowa DOT I-380 Bridge Plans to create existing surface mapping for floodway analysis. Process land use data for modeling surface roughness.

Task 2.0 — Hydraulic Analysis

- Convert FEMA Duplicate Effective HEC-2 Model to HEC-RAS at Project Location
- Develop Corrected Effective Model (Update Duplicate Effective Model With Additional Cross Sections and Updated Topography)
- Develop Proposed Project Model (Includes Planned WWTP Improvements)
- Review of Minor Grading and Tree Clearing Improvements to Meet No-Rise Criteria (If Required)

Task 3.0 — Summary Letter Report and Model Comparison Table

Preparation of the Iowa DNR required report and comparison tables for hydraulic modeling.

Task 4.0 — Develop Iowa DNR Permit Documentation

- Joint Application Forms
- Iowa DNR Flood Plain Permit Forms, Including Supporting Information (Hydraulic Models, Flood Plain Figures)
- Preparation of Signed No-Rise Certification (If Applicable)

The Owner shall pay the Engineer for the above work on an hourly rate plus expenses per the Master Services Agreement. The Engineer intends to utilize services of AECOM for portions of the above scope. AECOM will also be billed at their standard hourly rates, which is included in the below project budget. The budget (not to exceed without authorization) for Tasks 1 through 4 has been estimated at \$55,700.

Attachments: The following attachments are included as part of this Agreement.

Attachment B – Limits of Additional Data Collection for
2018 WWTP – Cedar River Flood Analysis

IN WITNESS THEREOF, the parties have made and authorize their representatives to execute this Amendment to Master Engineering Services Agreement on this ____ day of _____, 2018.

Authorization to Proceed:

ENGINEER:
Clapsaddle-Garber Associates, Inc.

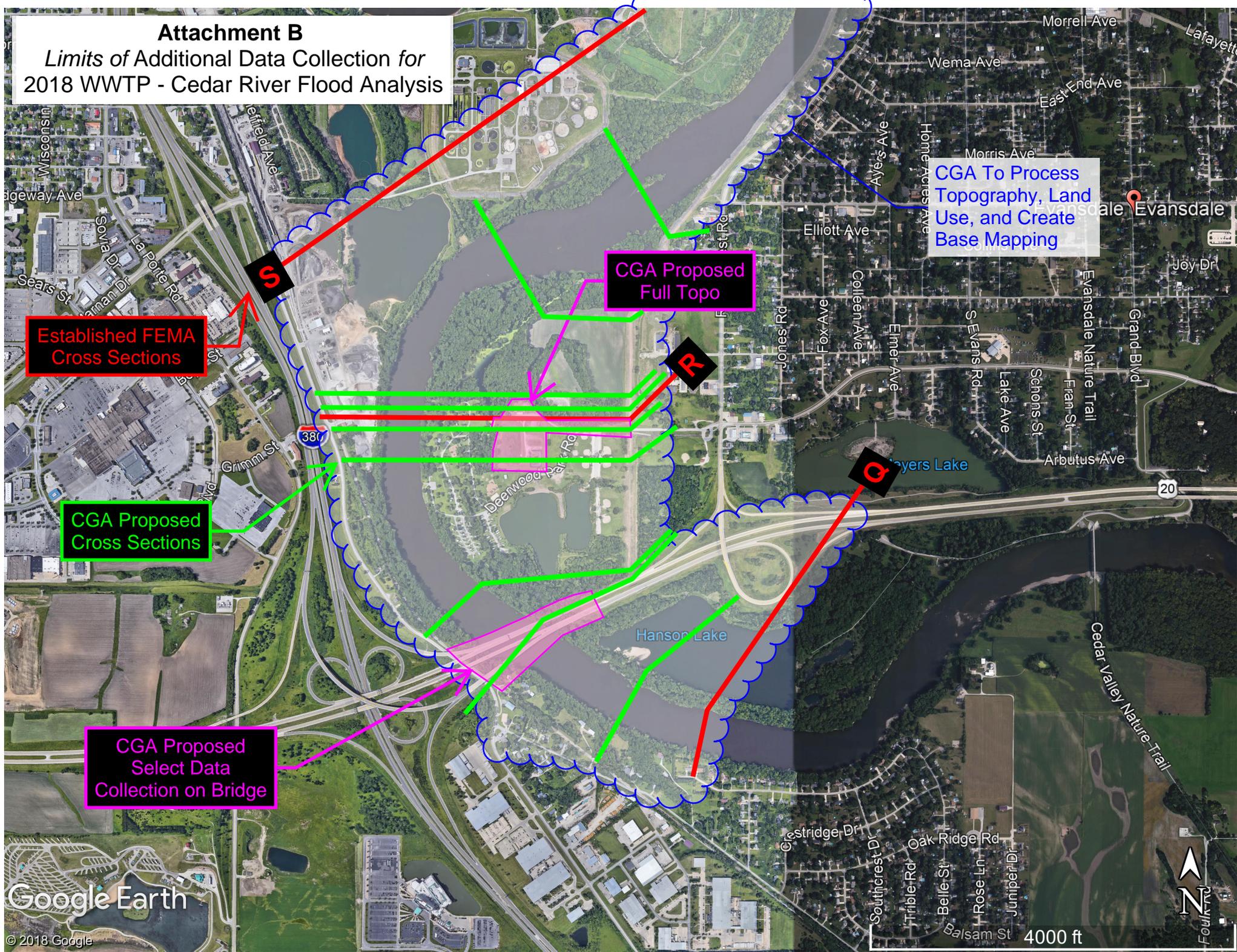
By: 
Matt D. Garber, P.E.
President

OWNER:
The City of Evansdale, Iowa

By: _____
Doug Faas
Mayor

Attachment B

Limits of Additional Data Collection for 2018 WWTP - Cedar River Flood Analysis



Google Earth

© 2018 Google

4000 ft



Master Engineering Services Agreement



This AGREEMENT made as of the 20th day of February, 2018, by and between the **City of Evansdale**, hereinafter called the OWNER, and **Clapsaddle-Garber Associates, Inc.**, hereinafter called the ENGINEER.

WHEREAS, the OWNER desires to obtain services of the ENGINEER on an as-needed basis in connection with various City Projects as requested by the City of Evansdale.

1. THE ENGINEER AGREES TO perform the following engineering services for the Project.
 - a. GENERAL: The Engineer shall review the site of the project, the engineering services and land surveying services involved and the Engineer shall serve as the Owner's professional representative in the services required for the Project, and shall give consultation and advice to the Owner during the performance of his/her services.

The Engineer shall secure and maintain such insurance as will protect him from claims under the workmen's compensation acts and from claims for bodily injury, death, or property damage which may arise from the performance of his/her services under this Agreement.
 - b. SCOPE OF ENGINEERING SERVICES: The Engineer shall perform various engineering services requested by the Owner consistent with the Services of a City Engineering Department. For those requested services that involve more than general consultation, a detailed scope of services shall be prepared and authorized by the Owner as an amendment to this Mast Engineering Services Agreement prior to commencement of work.
 - c. TIME SCHEDULE FOR EXECUTION OF ENGINEERING SERVICES: The Engineer acknowledges the importance to the Owner of the project schedule and agrees to put forth reasonable efforts in performing the service with due diligence under this Agreement. The Owner understands, that the Engineer's performance must be governed by sound professional practices and may be affected by outside influences beyond the Engineer's control.
 - d. ADDITIONAL SPECIAL SERVICES: If authorized in writing by Owner, Engineer shall furnish or obtain from others, Additional Special Services not

described in the scope of services included in this Agreement. The scope of the Additional Special Services and the related cost shall be negotiated as the need arises and shall not begin without Owner's written consent for Additional Special Services.

- e. LAWS, REGULATIONS AND CODES: The Engineer hereby agrees that: 1) All work done as part of this Agreement is subject to current Federal, State, or Local Laws, Regulations and/or Codes and shall comply with such applicable Laws, Regulations and/or Codes; 2) All design and survey work under this Agreement shall be performed under the direction and control of an engineer, surveyor, or architect licensed in Iowa. Engineering, architectural, and land surveying documents, including plans, specifications, and reports, shall be sealed by an engineer, surveyor, or architect licensed in Iowa. 3) Engineer shall design all Project elements to comply with all applicable Federal, State and local laws, regulations and building codes, including but not limited to the Americans with Disabilities Act (ADA) as amended.

2. THE OWNER AGREES to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:

- a. ACCESS TO THE WORK: The Owner shall guarantee access to and make all provisions for the Engineer to enter upon public lands as required for the Engineer to perform such work as surveys and site visits in the development of the Project. The Engineer will contact private property owners for permission of entry to private lands, as applicable.
- b. CONSIDERATION OF THE ENGINEER'S WORK: The Owner shall give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
- c. LEGAL REQUIREMENTS: The Owner shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the Project, and pay all costs incidental thereto.
- d. INFORMATION PROVIDED BY OTHERS: The Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

3. THE OWNER'S PAYMENTS TO THE ENGINEER:

a. GENERAL

- (1) Abandoned or Suspended Work: If any work performed by the Engineer is abandoned or suspended in whole or in part due to Owner's written direction to Engineer, the Engineer shall be paid for costs incurred prior to receipt of written notice from the Owner of such abandonment or

suspension, together with any terminal expenses resulting therefrom, and including a reasonable profit. However, Owner shall not owe Engineer for projects abandoned due to Engineer's negligence or failure to perform.

- (2) Payments to the Engineer shall be due and payable from monthly statements. Payments not received within thirty (30) days of the invoice date will be subject to an interest charge of eighteen (18%) percent per annum from the date of the invoice.

- b. PAYMENTS FOR CONSULTATION, DESIGN AND CONSTRUCTION PHASE SERVICES: For general consultation services the Owner shall pay the Engineering on an hourly time and expense basis according to the current Hourly Rate Schedule provided in Attachment A, which may be adjusted annually. For those requested services that involve more than general consultation, a detailed scope of services with a fixed fee or estimated budget amount shall be prepared and authorized by the Owner as an amendment to this Master Engineering Services Agreement prior to commencement of work.

4. THE OWNER AND ENGINEER FURTHER AGREE to the following conditions:

- a. TERMINATION OF CONTRACT: The Owner may, by written notice, terminate this contract in whole or in part at any time, either for the Owner's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Owner.

If the termination is for the convenience of the Owner, an equitable adjustment in the contract price shall be made including termination expenses, but no amount shall be allowed for anticipated profit on unperformed services.

If, after notice of termination for failure to fulfill contract obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been affected for the convenience of the Owner. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

- b. DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
- c. ATTORNEYS' FEES: In the event the Owner is required to enforce the provisions of this Agreement due to a dispute between the Engineer and the Owner or to collect damages for the breach of this Agreement and if the dispute results in the filing of a legal action and/or demand for arbitration, mediation, or other form of alternative dispute resolution, or if the Owner is required to protect or defend itself, and the Owner prevails in whole or in part, the Owner shall be

entitled to reasonable attorney's fees, costs and expenses, including but not limited to out-of-pocket expenses, expert witness fees and costs, depositions, and other expenses of the proceedings, including expenses of collection of any judgments or awards rendered thereunder.

- d. DEFENSE COOPERATION: In the event that the Owner has to defend any claim or legal action relating to or resulting from goods or services pursuant to this Agreement, including but not limited to the Design Documents, or any other service provided under this Agreement, the Engineer shall cooperate fully with the Owner in defending such claim or action, including but not limited to, timely response to all requests by the Owner.
- e. SEVERABILITY: If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force and effect so long as essential terms and conditions of this Agreement reflect the original intent of the parties and remain valid, legal and enforceable.
- f. ENTIRE AGREEMENT: This Agreement shall supersede, replace and take precedence over any prior agreement or agreements of similar character between the parties. It is expressly understood and agreed between the parties that no verbal arrangements, understandings, or agreements of any kind or character inconsistent herewith have been or are entered into, and shall be further understood and agreed that all arrangements and agreements between the parties are incorporated in this Agreement.
- g. OWNERSHIP OF DOCUMENTS: Owner shall become the sole and exclusive owner of all designs, design plans, images, drawings, models, survey notes, reports, specifications, studies, records and other data and documents, in whatever form and whatever stage of design, prepared under this Agreement ("the Design Documents"). Engineer hereby irrevocably assigns, transfers and conveys to the Owner all right, title and interest in and to the Design Documents and all intellectual property rights and proprietary rights arising out of the Design Documents, including copyrights, patents, trademarks, and derivative works and interests therein or related thereto.

All documents including plans and specifications prepared by the Engineer pursuant to this Agreement are instruments of service in the Project. They are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Engineer; and the Owner shall indemnify and hold harmless the Engineer from all claims, damages, losses and expenses including attorney' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Owner and Engineer.

- h. OPINION OF PROBABLE COST: Statements of probable construction costs and detailed cost estimates prepared by the Engineer represent his/her judgment as a design professional familiar with the construction industry. It is recognized, however, that the Engineer has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Engineer does not

guarantee that any actual cost will not vary from any cost estimate prepared by the Engineer.

- i. **JOBSITE SAFETY**: Neither the professional activities of the Engineer, nor the presence of the Engineer's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety.

- j. **CONSTRUCTION OBSERVATION**: The Engineer or his/her designee shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Owner and the Engineer, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Engineer, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the Engineer shall keep the Owner informed about the progress of the Work, and shall endeavor to guard the Owner against deficiencies in the Work. If the Owner desires more extensive project observation or fulltime project representation, the Owner shall request that such services be provided by the Engineer as Additional Services in accordance with the terms of this Agreement.

The Engineer shall not supervise, direct or have control over the Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performances of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

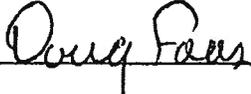
5. **SUCCESSORS AND ASSIGNS**: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineer respectively and his/her partners, successors, assigns, and legal representatives. Neither the Owner nor the Engineer shall have the right to assign, transfer, or sublet his/her interest or obligations hereunder without written consent of the other party.

6. **SHOP DRAWING REVIEW:** The Engineer shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Engineer in writing by the Contractor. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
7. **ATTACHMENTS:** The following attachments are included as part of this Agreement.
- Attachment A - Hourly Rate Schedule

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

OWNER:

City of Evansdale, Iowa

By: 

Title: Mayor

ENGINEER:

Clapsaddle-Garber Associates, Inc.

By: 

Title: Project Manager

ATTESTED BY:

City of Evansdale, Iowa



Title: City Clerk

ATTACHMENT A



Hourly Rate Schedule
Clapsaddle-Garber Associates, Inc.

The following hourly rates shall be effective through December 31, 2018.

| | | | |
|-------------------------------|----------|--------------------------------------|----------|
| Partner | \$195.00 | Sr. Professional Land Surveyor | \$115.00 |
| Principal..... | \$150.00 | Professional Land Surveyor..... | \$95.00 |
| Sr. Project Manager | \$130.00 | Sr. Lead Surveyor | \$90.00 |
| Project Manager..... | \$110.00 | Lead Surveyor | \$70.00 |
| Sr. Project Engineer..... | \$100.00 | Survey Tech..... | \$55.00 |
| Project Engineer | \$96.00 | Summer Intern | \$45.00 |
| Sr. Design Engineer | \$86.00 | | |
| Design Engineer | \$76.00 | Survey Crew (One Person)..... | \$75.00 |
| | | Survey Crew (Two Person)..... | \$120.00 |
| Sr. Design Tech | \$70.00 | | |
| Design Tech..... | \$65.00 | Construction Project Manager | \$85.00 |
| Sr. CADD Tech | \$63.00 | Sr. Construction Tech | \$65.00 |
| CADD Tech..... | \$55.00 | Construction Tech | \$55.00 |
| | | Lab Manager..... | \$72.00 |
| Planner, Project Manager..... | \$105.00 | | |
| Aviation Specialist..... | \$85.00 | Sr. Administrative Assistant | \$60.00 |
| ROW Agent | \$78.00 | Administrative Assistant..... | \$55.00 |

Expenses: In addition to the above hourly labor rates, expenses shall be reimbursed in accordance with the following. Vehicle mileage shall be reimbursed at \$0.65 per mile for automobiles/light trucks and \$1.00 per mile for survey equipment vehicles. ATV's shall be reimbursed at \$55 per day, Total Station/GPS survey equipment shall be reimbursed at \$25 per hour and office CAD equipment at \$5 per hour. All other expenses incurred in connection with the services provided shall be reimbursed at the rate of the actual costs incurred.



ZOLL Medical Corporation

Worldwide HeadQuarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

TO: Evansdale Fire Department

QUOTATION 258272 V:3

DATE: March 29, 2018

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

911 South Evans Rd
 Evansdale, IA 50707

Attn: **Christian**

email: ChristianS@evansdalefire.com

Tel: 319-233-6930

| ITEM | MODEL NUMBER | DESCRIPTION | QTY. | UNIT PRICE | DISC PRICE | TOTAL PRICE |
|------|----------------|---|------|-------------|-------------|---------------|
| 1 | 601-2221011-01 | <p>X Series ® Manual Monitor/Defibrillator \$14,995 with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • Six (6) foot 3- Lead ECG cable • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide <p>• One (1)-year EMS warranty</p> <p>Advanced Options: Real CPR Help Expansion Pack \$ 995 CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering</p> <p>ZOLL Noninvasive Pacing Technology: \$2,550</p> | 1 | \$37,275.00 | \$29,074.50 | \$29,074.50 * |

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which accompany this quote. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions shall have no force or effect except to the extent agreed in writing by ZOLL.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
- 2. PRICES QUOTED ARE VALID UNTIL MARCH 31, 2018.**
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Bill Kolb
 EMS Territory Manager
 800-242-9150, x9227



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911 South Evans Rd
Evansdale, IA 50707

Attn: **Christian**

email: ChristianS@evansdalefire.com

Tel: 319-233-6930

| ITEM | MODEL NUMBER | DESCRIPTION | QTY. | UNIT PRICE | DISC PRICE | TOTAL PRICE |
|------|----------------|---|------|------------|------------|-------------|
| | | Masimo Pulse Oximetry SP02 \$1,795 <ul style="list-style-type: none"> • Signal Extraction Technology (SET) • Rainbow SET NIBP Welch Allyn includes: \$3,495 <ul style="list-style-type: none"> • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: \$4,995 Order required Microstream tubing sets separately Interpretative 12- Lead ECG: \$8,450 <ul style="list-style-type: none"> • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set | | | | |
| 2 | 8000-0330 | SpO2 Rainbow Reusable Patient Cable: Connects to LNC Single Use and Reusable Sensors (4 ft) | 1 | \$295.00 | \$230.10 | \$230.10 * |
| 3 | 8000-0294 | SpO2 LNCS Adult Reusable Sensor (1 each) | 1 | \$295.00 | \$230.10 | \$230.10 * |
| 4 | 8000-002005-01 | Cable Sleeve, Propaq / X Series, ZOLL Blue | 1 | \$49.95 | \$38.96 | \$38.96 * |

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which accompany this quote. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions shall have no force or effect except to the extent agreed in writing by ZOLL.

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Attn: **Christian**

email: ChristianS@evansdalefire.com

Tel: 319-233-6930

| ITEM | MODEL NUMBER | DESCRIPTION | QTY. | UNIT PRICE | DISC PRICE | TOTAL PRICE | |
|---|----------------|--|------|------------|--------------|--------------|--------------------|
| 5 | 8000-0895 | Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs | 1 | \$157.50 | \$122.85 | \$122.85 | * |
| 6 | 8000-0580-01 | Six hour rechargeable Smart battery | 1 | \$495.00 | \$386.10 | \$386.10 | * |
| 7 | 8200-000100-01 | Single Bay Charger for tthe SurePower and SurePower II batteries | 1 | \$945.00 | \$737.10 | \$737.10 | * |
| 8 | 5001-9928 | ZOLL E Series w/Pacing, 12 lead + 3 parameters or more Trade-In | 1 | | (\$4,000.00) | (\$4,000.00) | ** |
| <p>*Reflects Discount Pricing.</p> <p>**Trade-In Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.</p> <p>**Trade value guaranteed only through March 31, 2018.</p> | | | | | | | |
| | | | | | | TOTAL | \$26,819.71 |

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which accompany this quote. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions shall have no force or effect except to the extent agreed in writing by ZOLL.

Bill Kolb
 EMS Territory Manager
 800-242-9150, x9227

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Physio-Control, Inc
 11811 Willows Road NE
 P.O. Box 97006
 Redmond, WA 98073-9706 U.S.A.
 www.physio-control.com
 tel 800.442.1142
 Sales Order fax 800.732.0956
 Service Plan fax 800.772.3340

| | |
|---|---|
| <p>To</p> <p>Evansdale Fire Rescue Attn: Christian Staley 911 South Evans Road Evansdale, IA 50707 (319) 429-6372 christians@evansdalefire.com</p> | <p>Quote Number 00101230</p> <p>Revision # 1</p> <p>Created Date 11/2/2017 Confirmed current pricing</p> <p>Sales Consultant Ryan From (319) 331-9111</p> <p>FOB Redmond, WA</p> <p>Terms All quotes subject to credit approval and the following terms and conditions</p> <p>NET Terms NET 30</p> |
| <p>Contract RP-NDAHA - Helmsley Charitable Trust (NE, MN, WY, MT, IA)</p> | <p>Expiration Date 12/22/2017</p> |

| Product | Product Description | Quantity | List Price | Unit Discount | Unit Sales Price | Total Price |
|--------------|---|----------|------------|---------------|------------------|-------------|
| 99577-001957 | LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD-26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED. | 1.00 | 34,960.00 | -11,653.50 | 23,306.50 | 23,306.50 |
| 21330-001176 | LP 15 Lithium-ion Battery 5.7 amp hrs | 2.00 | 469.00 | -166.60 | 302.40 | 604.80 |
| 11140-000015 | AC power cord | 1.00 | 81.00 | -29.20 | 51.80 | 51.80 |
| 11140-000072 | LP15 AC Power Adapter (power cord not included) | 1.00 | 1,685.00 | -597.90 | 1,087.10 | 1,087.10 |
| 11140-000080 | Extension Cable (5ft 3 in) | 1.00 | 303.00 | -107.70 | 195.30 | 195.30 |
| 11160-000013 | NIBP Cuff-Reusable, Child | 1.00 | 24.00 | -7.20 | 16.80 | 16.80 |
| 11160-000017 | NIBP CUFF-REUSEABLE, LARGE ADULT, BAYONET | 1.00 | 33.00 | -9.90 | 23.10 | 23.10 |
| 11171-000042 | M-LNCS Neo, Neonatal/Adult Adhesive Sensor, 18-inch, 20/box | 1.00 | 441.00 | -132.30 | 308.70 | 308.70 |
| 11171-000046 | M-LNCS DCI, Adult Reusable Sensor, 1/box | 1.00 | 301.00 | -90.30 | 210.70 | 210.70 |
| 11220-000028 | Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15 | 1.00 | 57.00 | -21.30 | 35.70 | 35.70 |
| 11240-000016 | Strip chart recorder paper, 100mm 2rolls/bx (1-23) | 2.00 | 21.00 | -8.05 | 12.95 | 25.90 |
| 11260-000039 | LIFEPAK 15 Carry case back pouch | 1.00 | 82.00 | -30.20 | 51.80 | 51.80 |
| 11577-000002 | LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device | 1.00 | 320.00 | -117.70 | 202.30 | 202.30 |
| 11996-000017 | Electrode QUIK-COMBO w/REDI-PAK preconnect | 2.00 | 43.00 | -13.60 | 29.40 | 58.80 |
| 11996-000081 | FilterLine Set Adult/Pediatric (box of 25) | 1.00 | 286.00 | -90.00 | 196.00 | 196.00 |
| 11996-000093 | Electrode EDGE QUIK-COMBO pediatric RTS | 2.00 | 46.00 | -14.50 | 31.50 | 63.00 |
| 11996-000163 | SmartCapnoLine Plus w/O2 delivery - Adult/Intermediate patients>44lbs, 25/box | 1.00 | 357.00 | -112.00 | 245.00 | 245.00 |

| | |
|-------------------------------|---------------|
| Subtotal | USD 27,308.40 |
| Estimated Tax | USD 0.00 |
| Estimated Shipping & Handling | USD 0.00 |

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

| | |
|-------------|---------------|
| Grand Total | USD 27,308.40 |
|-------------|---------------|

Pricing Summary Totals

| | |
|---------------------------------|----------------|
| List Price Total | USD 41,123.00 |
| Total Contract Discounts Amount | USD -13,814.60 |
| Total Discount | USD 0.00 |
| Trade In Discounts | USD 0.00 |
| Tax + S&H | USD 0.00 |

GRAND TOTAL FOR THIS QUOTE
USD 27,308.40

Please Select One:

MY COMPANY USES A PO SYSTEM-please acknowledge the following:
On all orders \$5,000 or greater before applicable freight and taxes, a hard copy purchase order, referencing the quote number, is required. (If under \$5,000, a purchase order number is sufficient. Please provide purchase order # here _____)

MY COMPANY DOES NOT USE A PO SYSTEM-section below must be completed prior to order submission.

BILLING ADDRESS

SHIPPING ADDRESS

Address _____
 City _____ State _____
 Zip Code _____
 A/P Email _____
 Phone _____

Address _____
 City _____ State _____
 Zip Code _____
 A/P Email _____
 Phone _____

Signature Required for Non-PO using:
 Physio-Control Inc. Requires Written Verification Of This Order.

Please Check Applicable Tax Status:
 We are a Tax Exempt Entity (Tax Exempt Certificate Must Be Provided)

The Undersigned is Authorized To Place This Order in Accordance With The Terms and Prices Denoted Herein.

We are Taxable Entity (Applicable Tax will be Applied at Time of Invoice)

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

To add or modify account information fill out the form found on the hyperlink provided.

<http://www.physio-control.com/account>



PROPOSAL

1007 1st Ave. NW * PO Box 355 * Farley, IA 52046
 (563) 744-3422 Fax (563) 744-3146
 Fed ID # 42-1463491
kluesnerconstruction.com

| | |
|-----------|------------|
| DATE | ESTIMATE # |
| 3/30/2018 | 16707 |

| NAME / ADDRESS | CELL NUMBER | FAX NUMBER | PHONE NUMBER |
|---|-------------|------------|--------------|
| CITY OF EVANSDALE 123 N EVANS RD EVANSDALE, IA 50707-1199 | | | 319-232-6683 |
| | LOCATION | | |
| | | | |

| DESCRIPTION | UNIT | RATE | TOTAL |
|---|------|--------|--------|
| CRACK SEALING OF STREETS | | | |
| ---- ROUT CRACKS | | | |
| ---- CLEAN CRACKS WITH COMPRESSED AIR | | | |
| ---- SEAL CRACKS WITH D-3405 HOT APPLIED RUBBERIZED SEALANT | | | |
| ---- THE PRICE WILL BE \$0.67 PER LINEAL FOOT | | | |
| LAFAYETTE RD FROM JUST WEST OF RANDALL AVE TO JUST EAST OF EVANS RD APPROX. 1152' COST | | 771.84 | 771.84 |
| NORTH ROOSEVELT RD FROM DUBUQUE RD TO LAFAYETTE RD APPROX. 26' COST | | 17.42 | 17.42 |
| SOUTH ROOSEVELT FROM LAFAYETTE RD TO CENTRAL AVE APPROX.,. 360' COST | | 241.20 | 241.20 |
| FELDT AVE FROM SOUTH ROOSEVELT TO LAWRENCE AVE APPROX. 156' COST | | 104.52 | 104.52 |
| SOUTH EVANS RD FROM LAFAYETTE RD TO GILBERT DR APPROX. 1026' COST | | 687.42 | 687.42 |
| LAWRENCE AVE FROM CENTRAL AVE TO FELDT AVE APPROX. 66' COST | | 44.22 | 44.22 |
| .67 per square foot | | | |

| | |
|--|-------------------------|
| WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS. SIGN: | TOTAL \$1,866.62 |
|--|-------------------------|

PAYMENT DUE UPON COMPLETION OF THE WORK. PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN ____ DAYS.

SIGNATURE _____



Investment, Inc.

www.illowainc.com

ASPHALT AND PAVEMENT MAINTENANCE

January 30, 2018

Illowa Investment Inc. proposes to furnish all labor, materials, equipment and insurance necessary to accomplish the following:

The cracks and joints shall be blown clean, and sealed with Iowa DOT approved hot rubberized asphalt crack sealant. (approximately 75,900 linear feet)

Where joints and randoms have failed in the existing concrete pavement, joints and randoms will be blown clean, and sealed with Iowa DOT approved hot rubberized asphalt crack sealant. New concrete pavement cracks will be power routed if necessary.

Proposed streets are:

Mary, Norma, Heather, Roosevelt Ct., Grand, Evans, Sipple, Brovan, Forest Ct., Leonard Ave, Thomas Ave, Jones, Phillips, Home Acres Ave, Ayers Ave, Colleen Ave, Elmers Ave, Brookside Ave, Hansen Ave, Sunnyside Dr., and Joy Dr.

Start and stop points as marked on the map provided to us.

Cost per lineal foot is \$0.69 Per lineal foot.

This proposal is valid for 30 days. If this proposal is acceptable to you, please sign and return a copy. We will enter this project into our work schedule once we receive an executed copy of the agreement. **Terms: Net 30 days.** A 1.5% per month service/interest charge will be applied to all past due accounts.

If you have any questions regarding this proposal or if we may be of assistance to you in the future, please do not hesitate to call.

Sincerely,

Mike Weir

ACCEPTED BY: _____

DATE: _____

SUMP PUMPS

This sample is provided as an example for discussion purposes only. We encourage the City to confer with legal counsel to decide if the regulations are appropriate for your City and to edit as necessary in order to work best for your community. Iowa Codification is not advocating a position nor vouching for the content of the example.

Clear Lake

CHAPTER 152

SUMP PUMP AND GROUNDWATER STANDARDS

152.01 Intent

152.02 Prohibited Water

152.03 Sump, Pump and Rigid Pipe Installation

152.04 Inspections

152.05 Removal of Connections

152.06 Surcharge

152.07 Nuisance

152.08 Penalty

152.09 Hearing

152.01 INTENT. The intent of this chapter is to establish rules and regulations governing the installation, use and discharge of sump pumps or other groundwater conveyance systems and to establish the penalty structures required to enforce said rules and regulations. The rules and regulations governing the use of sump pumps or other groundwater conveyance systems are being established:

1. To set forth uniform requirements for the installation, use and discharge of sump pumps or groundwater conveyance systems.
2. To prevent the introduction of clean surface water, including but not limited to, water from roof or cellar drains, springs, basement sump pumps and French drains.
3. Because the City finds it essential to the maintenance of health, minimization of damage to property, and to maintain and preserve the life and capacity of the municipal infrastructure.

152.02 PROHIBITED WATER.

1. It is unlawful for any owner, occupant or user of any premises to direct into or allow any storm water, surface water, ground water, well water or water from industrial or commercial air conditioning systems (residential properties may have a twenty (20) gallon per day maximum discharge from air conditioning systems) to drain into the wastewater collection system. No rainspout, or other form of surface drainage, and no foundation drainage or sump pump shall be connected or discharged into any wastewater collection system.

2. Any new or existing construction in which a sump and pump have been or will be installed shall be required to install, inside the structure, a rigid pipe connection discharge in accordance with this chapter. It is unlawful to maintain any connection with the sanitary sewer carrying roof water, ground water, surface water or any other natural precipitation.

152.03 SUMP, PUMP AND RIGID PIPE INSTALLATION.

1. A discharge pipe shall be installed through the outside foundation wall of the building with rigid pipe (plastic, copper or galvanized) one (1) inch 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.
2. No discharge shall be directed so as to impact neighboring properties.
3. Where a sump pit exists in any building it shall have a pump installed with rigid piping as specified above.

152.04 INSPECTIONS. Property owners shall allow a City employee or a designated representative, satisfactory to the City, such as a licensed plumber, to inspect the buildings to confirm and document that there is no sump pump or other prohibited discharge into the wastewater collection system. The City may periodically re-inspect any building or premises to determine compliance with the requirements of this chapter. An inspection performed by other than a City employee will require the completion and return of an inspection form provided by the City. Any plumber in the City of Clear Lake who falsely attests to documentation regarding compliance with this chapter may lose their plumbing license privileges in the City. When ownership of any home or other building is transferred, the building must have a re-inspection completed and passed within ninety (90) day of the sale date.

152.05 REMOVAL OF CONNECTIONS.

1. Any property owner who previously made any connection or installation in violation of this chapter shall immediately remove such connection or correct such an installation. If not removed or corrected within 30 calendar days after notice of the violation has been delivered personally or by certified mail to the owner, the City shall impose a surcharge in the amount provided by this chapter. The time frame for making corrections may be extended upon the approval of the City Administrator for up to 90 days for cause, beyond the initial 30-day period.

2. The owner of a building or premises found to not be in conformance with this chapter during periodic re-inspections shall be subjected to a surcharge as provided herein starting from the previous date of inspection.

152.06 SURCHARGE.

1. Any property owner or contractor/builder refusing to allow the property under their control to be inspected in accordance with this chapter, in order to determine compliance, shall within 30 days of the date that admittance to the property is refused or denied, immediately become subject to a monthly surcharge which shall be applied to the sanitary sewer component of their utility bill. This surcharge shall commence on the 1st day of the month following the month when either the property owner or contractor/builder refuse to allow the property under their control to be inspected by the City or to otherwise validate compliance in accordance with this chapter to the City. This surcharge shall continue as long as no documentation satisfactory to the City, to ascertain compliance with this chapter, has been provided to the Building Official. This surcharge is intended to offset the added costs associated with having to treat and collect clear water unnecessarily when the status of a property's connection to the sanitary sewer system cannot be ascertained.

2. A surcharge of one hundred dollars (\$100.00) per month is hereby imposed on every sewer bill to property owners for the following conditions:

- A. Not in compliance with this chapter.
- B. Refusal of property inspection.

152.07 NUISANCE. The City may require a property to connect its sump pump discharge line to a City storm sewer or drainage tile, if available, and if, in the determination of the City it is necessary because the discharge from the sump pump is creating a nuisance or hazardous situation.

152.08 PENALTY. Any person violating any of the provisions of this chapter shall become liable to the City for any expense, loss or damage occasioned the City by reason of such violation. The City will also retain any and all civil remedies including, but not limited to, injunction or abatement actions to remedy a violation.

152.09 HEARING. Any person aggrieved by any provision of this chapter must request a hearing before the City Council within 30 days following an inspection or the imposition of the surcharge. The finding of the City Council shall be final. Any person aggrieved by the actions of the City Council under the

provisions of this chapter may seek such relief through the Courts as provided by law.

96.10 SUMP PUMP AND DRAIN REQUIREMENTS. Before any sump pump is operated within the City an application for a sump pump permit shall be made to the Superintendent. Sump pumps shall be allowed only upon the meeting of the following conditions established by the City:

1. All new construction having a floor level which at all points is below ground level shall be serviced by a sump pump and footing drains. This requirement may be waived by the Superintendent upon the applicant's showing that existing drainage conditions do not require installation of a sump pump. All such connections shall be inspected by the Superintendent.
2. In all new construction, plans for the installation of the sump pump and footing drains shall be submitted with the building plans and shall be a condition of approval of any plans. All the plans and construction of the sump pumps and footing drains shall be done in such a manner as to comply with all the requirements of this Code of Ordinances in disposing of all waters of any kind as well as any sewage or waste.
3. No existing structure in the City shall have a sump pump operated in such a manner so as to allow the drainage from the pump to flow into the sanitary sewer system of the City.

The Superintendent is directed and authorized to compile a list of sump pumps in existing structures within the City. The purpose of this list will be to evaluate and monitor the discharge from the sump pumps to ensure that the discharge shall not infiltrate the sanitary sewer system or otherwise create a nuisance. The Superintendent is further directed and authorized to conduct routine inspections of every existing structure within the City connected to the sanitary sewer system to determine whether or not the structure has a sump pump and, if so, whether the discharge from the sump pump is in conformity with this Code of Ordinances.

97.09 INFILTRATION AND INFLOW POLICY. The City shall perform a study to locate infiltration and inflow using sewer department staff and an engineer firm.

1. Sump Pump/Roof Drains. Upon written certification of infiltration and inflow flowing into the sanitary sewer from a sump pump or roof drain, the property owner shall have a period of 30 days to repair the problem. Those owners that perform the proper repairs within the 30 days or less (or within the 6 months if the Council determines hardship pursuant to this section) shall be eligible for one of the following finance options:

A. 20% reimbursement not to exceed \$400.00 for the disconnection costs, or

B. A 5% interest seven-year loan not to exceed \$2,000.00 to be repaid through the City utility billing system. If financial hardship can be demonstrated with regard to cost in excess of \$2,000.00, the Council, at its sole discretion, may approve a higher loan amount.

Inspection by City staff both prior to and after repairs shall be necessary for a reimbursement or loan. In addition, a billing statement for services performed shall accompany the request for reimbursement. For those owners opting to do the work without the assistance of a commercial contractor, the City shall reimburse 50% of material costs only. The reimbursement shall not exceed \$200.00. Property owners that have sump pumps or roof drains discharging into a sanitary sewer shall have 30 days to repair the service. For those property owners who do not abate the discharge from the sump pump or roof drains within the 30 days (or within the 6 months if the Council determines hardship pursuant to this section) shall be assessed a surcharge pursuant to Section 99.02 of this Code of Ordinances. For those property owners who can show undue hardship resulting from the repair process, within 30 days the City Council, at its sole discretion, may grant an extension for an additional six-month period.

2. Inspection. Every person owning improved real estate or contractors/builders who are building a house within the City that discharges into the City's sanitary sewer system or on the ground shall allow an employee of the City or other designated representative to inspect the buildings to confirm that there is no sump pump or other prohibited discharge into the sanitary sewer system. Any person refusing to allow his or her property to be inspected within 14 days of the date City employees or their designated representatives are denied admittance to the property shall immediately become subject to the surcharge provided for in Section 99.02. Any owner of property or contractor/house builder found to violate this section shall make the necessary changes to comply with the section and furnish proof of the changes to the City within 60 days from the date of the violation was identified.

3. Future Inspection. At any future time, if the City has reason to suspect that an illegal connection may exist in a premises, the owner, by written notice, shall comply with the provisions of this chapter.

99.02 RATE. Each customer shall pay sewer service charges for the use of and for the service supplied by the municipal sanitary sewer system based upon the amount of water consumed as follows:

1. Base fee..... \$ 2.14
2. Plus..... \$ 4.89 per 1,000 gallons of water used.

A surcharge of \$25.00 per day is imposed by invoice and/or added to every sewer billing mailed on and after July 5, 2005, to property owners or to the contractor/builder of a new house, which are not in compliance with Section 97.09(1) of this Code of Ordinances. The surcharge will be levied daily against those properties found not to be in compliance with section 97.09(1) until the property has been certified by the Superintendent that the property is in compliance. The surcharge will be levied against the property owner, whether existing property or new construction, and/or contractor/builder of a new house on the thirty-first day after notice of the violation has been provided to the owner/contractor/builder. In the event that a person who has been notified for noncompliance with Section 97.09(1) corrects that noncompliance, but it is found that such person's sump pump system is out of compliance with Section 97.09(1) a second time, such person will be fined \$100.00 a day commencing upon the day such person is found to be in noncompliance. There shall be no grace period for bringing the system into compliance.

97.02 SUMP PUMPS.

1. This section prohibits the discharge of storm water or uncontaminated waters coming into the foundation areas of structures within the City by sump pumps into the sanitary sewer system. Sump drainage shall be into the existing storm sewer system or into established surface drainage facilities. The City reserves the right, on reasonable notice to property owners, to enter and inspect sump pump installations in order to ascertain correct installation and operation. Improper installation or operation of sump pump systems shall be considered a prohibited discharge.
2. It is unlawful for persons operating sump pumps within the City to discharge water either directly or indirectly onto City streets between November 1 and April 1. The purpose of this prohibition is to prevent the accumulation of water and ice during cold weather periods when the City storm sewer system is not capable of efficiently carrying away said water. Perceived violations of this prohibition shall be treated as simple misdemeanors and the City shall have further rights granted unto it by the Code of Iowa to proceed to abate violations in addition to any criminal penalties imposed.

97.03 SUMP PUMPS.

1. Definition and Method. No water from any roof, surface, ground, sump pump, footing tile, swimming pool or other natural precipitation shall be discharged into the sanitary sewerage system. Dwellings and other buildings and structures which require, because of the infiltration of water into basements, crawl spaces and the like, a sump pump system to discharge excess water, shall have a permanently installed discharge line which shall not at any time discharge water into the sanitary sewerage system, except as provided herein. A permanent installation is one which provides for year-round discharge capability to either the outside of the dwelling, building or structure or is connected to the City storm sewer. If there is no sub-drain available, the surface discharge point shall be located no closer than four (4) feet from the curb or property line. It shall consist of a rigid discharge line, without valving or quick connections for altering the path of discharge, and if connected to the City storm sewer line, shall include a check valve.
2. Inspection. Every person owning improved real estate that discharges into the City's sanitary sewer system shall allow an employee of the City to inspect the buildings to confirm that there is no sump pump or other prohibited discharge into the sanitary sewer system. Further, every person shall allow said employee access to test by televised scoping or otherwise the sewer service line. In lieu of having the City inspect the property, any person may furnish a certificate from a plumber approved by the City certifying that said person's property is in compliance with this section. Any person refusing to allow his or her property to be inspected or refusing to furnish a plumber's certificate within fourteen (14) days of the date City employees are denied admittance to the property, shall immediately become subject to the surcharge hereinafter provided for. Any owner of property found to violate this section shall make the necessary changes to comply with this section and furnish proof of the changes to the City within forty-five (45) days from the date the violation was identified.
3. Future Inspections. At any future time, if the City has reason to suspect that an illegal connection may exist in a premises, the owner, by written notice, shall comply with the provisions of this section.
4. Penalty. A surcharge of seventy-five dollars (\$75.00) per month may be imposed and added to every sewer billing to property owners who dispose of water in violation of subsection 2 herein. This surcharge may be levied monthly to those properties found not to be in compliance.

5. Street Discharge. No discharge of water as defined in subsection 2 shall be discharged on the City streets after November 15, 1998. However, existing houses that currently discharge water on to City streets shall be exempted from this provision upon registering with the City by November 15, 1998 and paying a fee of \$25.00. All such exempted properties shall have buried hoses or pipes, which discharge the water into the street. Such residences shall not discharge water into the street from and after November 15 of each year until April 1 of each year.

CHAPTER 100

SUMP PUMP AND GROUNDWATER STANDARDS

100.01 Intent

100.02 Prohibited Water

100.03 Sump, Pump and Rigid Pipe: Method of Installation

100.04 Inspection

100.05 Removal of Connections

100.06 Surcharge

100.01 INTENT. The intent of this chapter is to establish rules and regulations governing the installation, use and discharge of sump pumps or other groundwater conveyance systems and to establish the penalty structures required to enforce said rules and regulations. The rules and regulations governing the use of sump pumps or other groundwater conveyance systems are being established:

1. To set forth uniform requirements for the installation, use and discharge of sump pumps or groundwater conveyance systems.
2. To prevent the introduction of clean surface water, including but not limited to, water from roof or cellar drains, springs, basement sump pumps and French drains.

100.02 PROHIBITED WATER.

1. It is unlawful for any owner, occupant or user of any premises to direct into or allow any storm water, surface water, ground water, well water or water from industrial or commercial air conditioning systems (residential properties may have a twenty (20) gallon per day maximum discharge from air conditioning systems) to drain into the wastewater collection system. No rainspout, or other form of surface drainage, and no foundation drainage or sump pump shall be connected or discharged into any wastewater collection system.
2. Any new or existing construction in which a sump pump has been or will be installed shall be required to install a rigid pipe connection

discharge in accordance with this chapter. It is unlawful to maintain any connection with the sanitary sewer carrying roof water, ground water, surface water or any other natural precipitation.

3. Exemptions.

A. Seasonal Waiver. Exemptions may be granted in the form of a seasonal waiver, which would allow the property owner to temporarily discharge directly into the wastewater collection system between the dates of November 30 and March 31. The holder of a seasonal waiver shall allow a City employee or designated representative to certify that, prior to March 31 of each subsequent year, their discharge water connection has been removed from the City wastewater collection system. Failure to provide such certification shall place the seasonal waiver holder in violation and subject to the surcharge penalty as required under Section 100.06. Seasonal waiver request shall be submitted on the official form provided by the City.

(1) Persons granted a seasonal waiver shall be charged an additional monthly fee on their sewer bill to cover the cost of compliance inspections and the cost for treating the extra discharge water during the waiver period. The seasonal waiver amount shall be set by resolution of the City Council.

(2) If a seasonal waiver is granted, the owner of the property may place a pipe connecting the sump pump to the sanitary sewer, which must have a shut-off valve. City employees or designated representatives, on or around March 31 of each year, will inspect the system to verify that the valve is closed so no prohibited water is discharged into the sanitary sewer. By applying for the waiver, the owner has granted permission for City employees or designated representatives to inspect the connection at any time between March 31 and November 30 to verify compliance with this section. Such inspections shall be made between 8:00 a.m. and 4:30 p.m., Monday through Friday, and only when a resident of the premises is on site. Failure to allow such an inspection or to allow City employees or designated representatives entry for verification of compliance shall result in automatic revocation of the seasonal waiver and imposition of the surcharge penalty pursuant to Section 100.06.

B. Non-Seasonal Waiver. Exemptions may be granted in the form of non-seasonal waiver for a particular property owner who can demonstrate undo hardship because of unique or extenuating

circumstances. A non-seasonal waiver would allow the property owner to discharge directly into the sanitary sewer system without seasonal restrictions. The non-seasonal waiver request shall be submitted to the City in writing and, at a minimum, identify the property for which the waiver is being requested, the name of the property owner/applicant, and detailed description of the circumstances justifying the request. Non-seasonal waiver requests shall be submitted on the official form provided by the City.

100.03 SUMP, PUMP AND RIGID PIPE: METHOD OF INSTALLATION.

1. A discharge pipe shall be installed through the outside foundation wall of the building with rigid pipe (plastic, copper or galvanized) one (1) inch 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.
2. No discharge shall be directed so as to impact neighboring properties.
3. Where a sump pit exists in any building, it shall have a pump installed with rigid piping as specified above.
4. Where a sump pit exists and the property owner decides not to utilize a pump, the pit shall be permanently filled with concrete.
5. Any plumber who knowingly installs a sump, pump or piping that is not in conformance with this chapter will be subject to a fine amount set by resolution of the City Council.
6. A sump pump permit is required for installation of alteration of sump pump plumbing.

100.04 INSPECTIONS. Property owners shall allow a City employee or a designated representative to inspect the buildings to confirm that there is no sump pump or other prohibited discharge into the wastewater collection system. The City may periodically re-inspect any building or premises to determine compliance with the requirements of this chapter.

100.05 REMOVAL OF CONNECTIONS.

1. Any property owner who previously made any connection or installation in violation of this chapter shall immediately remove such connection or correct such an installation. If not removed or corrected within 30 calendar days after notice of the violation has been delivered personally or by certified mail to the owner, the City shall impose a surcharge in the amount provided in Section 100.06. Such a surcharge shall

also be imposed upon any property owner, after a 30-calendar day notice has been delivered, if the owner refuses to allow his or her property to be inspected.

2. The owner of a building or premises found to not be in conformance with this chapter during periodic re-inspections shall be subjected to a surcharge as provided in Section 100.06 starting from the previous date of inspection.

100.06 SURCHARGE. A surcharge per month is hereby imposed on every sewer bill to property owners for the following conditions:

1. Not in compliance with this chapter - \$100.00 per month.
2. Refusal of property inspection - \$100.00 per month.
3. Seasonal exemption fee - \$25.00 per month.
4. Non-seasonal exemption fee - \$15.00 per month.