

**REGULAR CITY COUNCIL MEETING  
TUESDAY – JUNE 4, 2019 – 6:00 PM  
EVANSDALE CITY HALL**

**AGENDA**

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Approval of the June 4, 2019 agenda
5. Approval of the Consent Agenda – All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion
  - a. Approval of May 21, 2019 regular meeting minutes
6. Resolution 6322 authorizing payment of bills and transfers
7. Resolution 6323 approving Site Plan and Plat Survey for Frickson-Lafayette Road Condos, part of Lot 2, “River Forest Subdivision”
8. Request from Public Works Director to purchase 2020 International Dump Truck in the amount of \$173,750 from Don’s Auto Sales as budgeted for FY2020 (places on order, won’t deliver until late Fall)
9. Request from Public Works director to accept the low bid of \$27,661.62 for crack sealing with Kluesner Construction for the Dubuque Road crack seal project FY19/FY20
10. Request from Public Works Director to purchase an additional Z-Turn lawn mower from Outdoor and More in the amount of \$12,259.10 for the Parks Department mowing
11. Request from Public Works Director to purchase 400 ton of road salt from compass minerals in an amount not to exceed \$33,660 as budgeted for FY2020
12. Request from Fire Chief to purchase two (2) sets of firefighter fear and filtering hoods from Feld Equipment in the amount of \$4,018 as budgeted for FY2019 (less credit on account for \$749.75 totaling \$3,268.25)
13. Request from City Clerk to enter into an agreement with Express Employment Professionals and authorize City Clerk to sign said agreement
14. Request from City Clerk to purchase new computer from Computer Troubleshooters in the amount of \$1,149.00 as the current Windows System Pro 7 will no longer be supported
15. Request from City Clerk to sign an annual agreement with Computer Troubleshooters in the amount of \$7,290 for IT services for City Hall, Public Works, and Wastewater as budgeted for FY20
16. Request from City Clerk to authorize payment in the amount of \$2,411 to Operation Threshold as budgeted for FY20
17. Ordinance 665 amending provisions pertaining to Park Regulations, *1<sup>st</sup> reading*
18. Motion to suspend requirements for two (2) subsequent readings Ordinance 665

19. Motion to adopt Ordinance 665
20. Ordinance 666 amending provisions pertaining to Alcohol Consumption, *1<sup>st</sup> reading*
21. Motion to suspend requirements for two (2) subsequent readings Ordinance 666
22. Motion to adopt Ordinance 666
23. Public discussion: non-agenda items
24. Mayor/Council Reports
25. Adjournment

CITY HALL  
EVANSDALE, IOWA, MAY 21, 2019  
CITY COUNCIL  
DOUG FAAS, MAYOR, PRESIDING

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

Walker/Dewater to approve May 21, 2019 agenda as amended by removing item No. 20 approving MOU with Royal Investments. Ayes-Five. Motion carried.

Seible/Loftus to approve the following items on the May 21, 2019 consent agenda. a. Approval of May 7, 2019 regular meeting minutes. b. Accept and place on file the minutes and reports from the following Departments, Boards, and Commissions (n/a = not available): Ambulance & Fire Report (March/April), Building Inspection Report (April), Clerk/Treasurer Report (March/April), Code Enforcement Report (April), Evansdale Municipal Housing (April), Library (April), Parks & Rec Dept. (April), Planning & Zoning (March), Police Dept. (April), Storm Water Commission (n/a), and Water Works (April). c. Liquor License: (i) Hoochies, Inc. – LC0032024 – Ownership Change. (ii) Hoochies, Inc.-LC0032024-Renewal-Effective 06/25/2019. Roll call vote: Ayes-Five.

Bender/Loftus to approve Resolution 6317 authorizing payment of bills and transfers. Roll call vote: Ayes-Five.

Walker/Seible to open the Public Hearing on proposed rezoning of land located South of 4302 Lafayette Road from “U-1” Unclassified and “R-1” Residential Districts to “P-D” Planned Development District at 6:02 p.m. Ayes-Five. Motion carried. Proof of publication on file, no public comments were received. Mayor Faas explained the purpose for rezoning the property and what the developer’s intentions were. Ron Nichols, 1120 Evans Rd., questioned the zoning change a couple years back. Faas responded that the developer did rezone a portion of the property but did not continue with his plans. Loftus/Bender to close the public hearing at 6:03 p.m. Ayes-Five. Motion carried.

Seible/Dewater to approve the first reading of Ordinance 663 approving the rezoning of land located South of 4302 Lafayette Road from “U-1” Unclassified and “R-1” Residential Districts to “P-D” Planned Development District. Roll call vote: Ayes-Five.

Walker/Dewater to suspend requirements for two (2) subsequent readings. Roll call vote: Ayes-Five. Motion carried.

Loftus/Seible to approve motion to adopt Ordinance 663 approving the rezoning of land located South of 4302 Lafayette Road from “U-1” Unclassified and “R-1” Residential Districts to “P-D” Planned Development District. Roll call vote: Ayes-Five. Motion carried.

Loftus/Dewater to approve the first reading of Ordinance 664 amending provisions pertaining to fireworks. Mayor Faas explained that fireworks would only be allowed on July 4-5 and December 31<sup>st</sup>. The hours they will be allowed will be July 4<sup>th</sup> noon to 11:00 p.m., July 5-6 Noon – 10:00 p.m. December 31<sup>st</sup> Noon to 12:30 a.m. Roll call vote: Ayes-Five.

Dewater/Seible to suspend requirements for two (2) subsequent readings. Roll call vote: Ayes-Five. Motion carried.

Loftus/Walker to approve motion to adopt Ordinance 664 amending provisions pertaining to fireworks. Roll call vote: Ayes-Five.

Dewater/Bender to approve Resolution 6318 approving the final plat for Mark's First Addition. Roll call vote: Ayes-Five.

Seible/Loftus to approve request from Public Works Director to purchase a new conveyor system for sand/salt application on unit #53 in the amount of \$3,650 from Don's Truck Sales. Councilor Seible questioned why the conveyor was needed. Chris Schares, Public Works, stated that the current conveyor was worn and could no longer be utilized. Ayes-Five. Motion carried.

Walker/Bender to approve request from Public Works Director to increase the scope of work on Ellendale Drive to include an additional 240 linear feet at the original quote price with ASPRO at \$60.29 per linear feet for a total amount of \$14,469.60. Councilor Seible questioned why it was not included in the original quote. Mayor Faas stated that once public works began grading the street, they realized how worn the asphalt was on both the Elmer Ave. and Evans Rd. sides and that the current asphalt wouldn't last another year. Ayes-Five. Motion carried.

Dewater/Bender to approve request from Public Works Director to complete the flooring in building #3 with a concrete slab with B & B Builders in the amount of \$31,327.75. Mayor Faas went over the estimates and explained that public works would complete a lot of the prep work. Councilor Seible wasn't in favor of the project and could find more efficient ways to spend the city's funds. Chris Schares, Public Works Director stated that the buildings were built in the 90's and that all the buildings were concreted, heated, and lit in stages, except for building No. 3. Loraine Atkins, 715 Central Ave., wasn't in favor of the project. Councilor Walker questioned what funds would be utilized. Faas responded road use funds and that it didn't affect the levy rate. Mark Atkins, 909 3<sup>rd</sup> Ave., wasn't in favor of the project as streets in his subdivision needed to be addressed. Seible stated that the city needed a capital improvement plan in place. Ayes-Three. Nays-Two (Seible, Bender). Motion carried.

Bender/Seible to approve Resolution 6319 approving the adoption of the Small Cell Wireless Facilities Policy. Mayor Faas explained the FCC ruling that the small cell wireless facility, similar to a TV dish but smaller, ruled that they can be placed in city rights-of-way but has given the right to the city to restrict the design and charge for the use of the rights-of-way. Councilor Dewater questioned if we had the right to reject the design and would the city have to set parameters of the design. Faas responded yes. Councilor City Attorney Folkerts stated that there is a fee for the installation upwards of \$500 and an annual fee for the usage of the rights-of-way and the city has to have the policy in place to control the aesthetics of the design and that they are foreseeing that cable TV will be gone in the next ten (10) years and residents will be streaming TV from the small cell facilities. She also stated that the policy was a compilation of the City of Cedar Falls and Waukee's policies. Roll call vote: Ayes-Five.

Seible/Bender to approve request from Wastewater Foreman to extend the completion date of the Contract for Arbutus Lift Station Rehabilitation Project from June 1, 2019 to June 22, 2019. Ayes-Five. Motion carried.

Seible/Bender to open Public Hearing-FY19 Budget Amendment at 6:23 p.m. Ayes-Five. Motion carried. Proof of publication on file, no public comments were received. Loftus/Seible to close public hearing at 6:24 p.m. Ayes-Five. Motion carried.

Seible/Dewater to approve Resolution 6320 approving FY19 Budget Amendment, No. 2. Roll call vote: Ayes-Five.

Discussion/Possible action: Park Board Ordinance Amendment. Mayor Faas stated that the ordinance included in your packet shows proposed language the park board suggested and after that was the language the attorney suggested. Councilor Seible questioned city attorney for layman terms. Attorney Folkerts responded that the library board of trustees and the water works board of trustees has the authority to employ, oversee, set compensation, and dismiss their employees and the parks department

has seasonal employees as well but the ordinance doesn't specify that they have authority over those employees. Attorney Folkerts suggested ordinance changes would comply with the collective bargaining agreement as well as the new seasonal employee that is being hired to oversee all parks except for Deerwood Campground and the parks department would continue to oversee the campground employees. Tom Nichols, 616 Grand Blvd., stated that he wasn't made aware that the ordinance was on the agenda tonight otherwise park board members would be present. He claimed that back in the 60's and 70's the park board hired and oversaw their seasonal employees that mowed the parks and it changed when they decided to hire contractors to do the mowing. The contracted mowing agreement was not working so we decided to hire a seasonal employee to do the mowing and park maintenance. Tom questioned why it mattered if the employee was a union employee or not when it came to their supervision. Nichols claimed there was a breakdown in communication between the Mayor and the city employees, so by amending the ordinance it gives the board authority over park employees. Councilor Seible questioned why the board didn't go back to contract mowing. Councilor Walker stated the board could hire the city as its mowing contractor. Nichols stated that he would have to present it to the board. Councilor Dewater stated that he wasn't prepared to make any ordinance changes for the parks department and thought that the ordinance needed to be tightened up. Mark Atkins, 909 3<sup>rd</sup> Ave., stated that Bunger park appears to be abandoned and its one of the best parks the city owns.

Public discussion: non-agenda items. Jurly Nichols, 1120 Evans Rd., stated that she wasn't in favor of the Dollar Tree building and the way the building faced wasn't up to code. Rodney Frickson, 911 Central Ave., questioned the height of the overlay on Ellendale and that the street was a lot higher than the driveways and the road needed to be reduced. Loraine Atkins, 715 Central Ave., #203, questioned why handicap access was not installed when the new sidewalks were installed. Mayor Faas responded that there were several handicap access locations to include one at the end of building if she were to use this entrance.

Mayor/Council Reports. Mayor Faas stated that McClure Engineering would present their design options at the June 18<sup>th</sup> meeting and he wanted council to review the options set out before them that would include upgrading current plant, relocating plant, or combining our wastewater plant with Elk Run Heights/Raymond. Councilor Seible wanted clarification on the increase for the wastewater plant upgrades at the \$2.50 per month per year when we just increased two years ago. He also questioned if the \$2.50 per month would increase again in the next fiscal year and for five years thereafter. Faas responded that it would increase \$2.50 per month every year thereafter for five years and the last increase, two years ago, was to cover increased costs of operations. Seible also questioned if Black Hawk County was declared a flood event with recent flooding. Faas responded that it was for homeowners only.

There being no further discussion, Dewater/Loftus to adjourn the meeting at 7:36 p.m. Ayes-Five. Motion carried.

**ATTEST:**

---

**Doug Faas, Mayor**

---

**DeAnne Kobliska, City Clerk**

**RESOLUTION 6322**  
**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 AUTO	FD-RPR CNTR SPRT BEARING #237	194.54	
ADVANCED SYSTEMS	FD-COPIER CONTRACT	37.04	
ASPRO	RU-COLD PATCH	475.08	
	RU-COLD MIX	1,311.28	
	<b>TOTAL:</b>	<b>1,786.36</b>	
AUTO PLUS	RU-BATTERY FOR #52	137.70	
	RU-WHEEL BEARING CAP	5.26	
	<b>TOTAL:</b>	<b>142.96</b>	
BLACK HAWK ELECTRICAL	RU-UPGRD HYDRCL RM,MV COMPSR	726.71	
BMC AGGREGATES	RU-STREET REPAIRS	164.23	
CAMPBELL SUPPLY	RU-SHOP SUPPLIES	49.11	
CEDAR VALLEY MECHANICAL	SR-SS PLATES/TIMBERCREEK	100.00	
CENTURY LINK	SR-INTERNET	78.99	
CHRISTIE DOOR COMPANY	RU-REPAIRED OVERHEAD DOOR	227.00	
CITY LAUNDERING	LIB-MONTHLY MATS	41.28	
	CH-MONTHLY MATS	71.85	
	<b>TOTAL:</b>	<b>113.13</b>	
COURIER	PY-PH REZONE ROD/DONNA FRICKSON	23.59	
	PY-5/7 MINS & BILLS	166.09	
	<b>TOTAL:</b>	<b>189.68</b>	
D & D TIRE	SR-SERVICE CALL #46	125.00	
DORSEY & WHITNEY	PY-WWTP/LEGAL/P&D LOAN	3,500.00	
D,B,S & H	PD-LEGAL FEES	262.50	
	PD-LEGAL FEES	192.50	
	PY-LEGAL FEES	2,572.50	
	<b>TOTAL:</b>	<b>3,027.50</b>	
EMSLRC	FD-CEH HOURS	60.00	
ETRINGER AUTOMOTIVE	RU-BATTERY #44	133.95	
FAREWAY	SR-DISTILLED WATER	7.92	
	SR-PAPER TOWELS & TISSUE PAPER	27.78	
	<b>TOTAL:</b>	<b>35.70</b>	
FASTENAL CO	SR-BOLTS/TIMBER CREEK LIFT	37.06	
GIERKE-ROBINSON CO	RU-GAS CAN	144.14	
	RU-OIL	73.08	
	RU-SAFETY GLASSES	19.00	
	<b>TOTAL:</b>	<b>236.22</b>	
J. P. COOKE CO	AC-FY19 PET TAGS	60.60	
MEDIACOM	PD-INTERNET/83849500300902	123.45	
	FD-INTERNET/83849500300902	123.45	
	BI-INTERNET/83849500300904	41.38	
	CH-INTERNET/83849500300904	41.38	
	RU-INTERNET/83849500300903	96.90	
	RU-INTERNET/83849500300001	76.90	
	RU-INTERNET/83849500300904	41.38	
	SR-INTERNET/83849500300904	41.38	
	<b>TOTAL:</b>	<b>586.22</b>	
MENARDS	RU-TEMPORARY MAIL BOXES	95.73	
	SR-WIRE	27.99	
	<b>TOTAL:</b>	<b>123.72</b>	
MUTUAL WHEEL CO	RU-RETURNED LH SPRING	(46.90)	
	RU-ELECTRIC WIRE	53.75	
	RU-WIRING FITTINGS	50.00	
	<b>TOTAL:</b>	<b>56.85</b>	
LOGICAL CONCEPTS	SR-OMNISITE CELLULAR SERVICE	771.30	
<b>APPROVED</b>	<b>OUTDOOR &amp; MORE</b>	<b>RU-72" ZERO TURN MOWER</b>	<b>12,259.10</b>
<b>BY CC</b>		RU-BLADES/SERVICE KIT	226.04
<b>05/07/2019</b>		<b>TOTAL:</b>	<b>12,485.14</b>
PATHFINDER SYSTEMS	SR-SHIPPING/BLOWER	306.31	
RACOM	FD-RADIO SHLDER MIC & HARNESS	232.50	
RITEPRICE	RU-OFFICE SUPPLIES	10.77	

SAFEGUARD BUSINESS SYSTEMS	PY-ENVELOPES/CKS/DEPOSIT SLIPS	981.71
SERVICE SIGNING	RU-FLSHNG LGTS/STREET SIGN	327.50
SHIVE-HATTERY	RU-LAFAYETTE RD DSGN & SURVEY	21,886.30
STETSON BUILDING PRODUCTS	SR-ADHESIVE/RSR RNG @ TIMBERCRK	39.37
TESTAMERICA LABS	SR-MONTHLY TESTING	707.50
TIFCO INDUSTRIES	RU-HYDRO FITTINGS	53.24
USA BLUE BOOK	SR-PIPETS	54.08
	SR-GLOVES & TAGS	172.43
	<b>TOTAL:</b>	<b>226.51</b>
UTILITY EQUIPMENT CO	SR-MANHOLE CRACK REPAIR	100.08
VOLUNTEER CENTER OF CEDAR VALLEY	FY19 CONTRIBUTION	575.00

001 GENERAL FUND	5,568.86
002 CAPITAL IMPROVEMENT	232.50
005 STREETS	21,993.97
110 ROAD USE TAX	16,469.33
610 SEWER FUND	6,231.14
GRAND TOTAL:	50,495.80

**PREPAYS:**

83867 BAKER & TAYLOR	LIB-BOOKS/VIDEOS/DVDS	1,718.66
83869 CAPITAL ONE	LIB-SUBSCRIPTIONS & POSTAGE	68.80
83870 DEMCO	LIB-PROGRAMMING SUPPLIES	184.19
83871 JUNIOR LIBRARY GUILD	LIB-BOOKS/VIDEOS/DVDS	1,974.80
83872 MAHAN, JENNIFER & ROONEY	PY-CHRISTMAS LIGHTS CONTEST	140.00
83873 S&S WORKDWDIE INC	LIB-PROGRAMMING SUPPLIES	303.70
83874 WAUKEE PUBLIC LIBRARY	LIB-PROGRAMMING SUPPLIES	10.55
DRAFT ADVANTAGE ADMINISTRATORS	JUNE HRA FEES	88.20
83875 AFLAC	P/R DEDUCTION	60.02
DRAFT IPERS	RETIREMENT	7,829.76
83876 METLIFE	DNLT/LIFE VISION INS	2,755.39
83877 MFPRSI	RETIREMENT	11,044.60
83878 POLICE ASSOC	P/R DEDUCTION	70.00
DRAFT TREASURER-ST OF IA	P/R DEDUCTION	3,219.00
83879 VALIC	P/R DEDUCTION	50.00
83880 WELLMARK	HEALTH INSURANCE	15,596.79
	<b>TOTAL PREPAYS</b>	<b>45,114.46</b>

<b>APRIL PAYROLL</b>	
EFTPS	18,997.73
BIWEEKLY PAYROLL	57,371.16
FIRE DARTMENT PAYROLL	2,195.86
<b>TOTAL PAYROLL</b>	<b>78,564.75</b>

<b>MAY PAYROLL</b>	
EFTPS	20,022.10
BIWEEKLY PAYROLL	61,180.76
FIRE DARTMENT PAYROLL	2,394.37
<b>TOTAL PAYROLL</b>	<b>83,597.23</b>

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, ON THIS 4TH DAY OF JUNE 2019**

**ATTEST:**

\_\_\_\_\_  
Gene Walker, Mayor Pro Tem

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

**RESOLUTION 6323**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, APPROVING SITE PLAN AND PLAT OF SURVEY FOR THE FRICKSON – LAFAYETTE ROAD CONDOS**

**WHEREAS**, the Planning and Zoning Commission at their meeting on May 28, 2019, duly considered and approved the Site Plan and Plat of Survey for the Frickson-Lafayette Road Condos part of Lot 2, “River Forest Subdivision” Evansdale, Black Hawk County, Iowa; and

**WHEREAS**, all site plan and plat of survey requirements set forth have been met prior to meeting with City Council are completed to the satisfaction of the City Clerk; and

**WHEREAS**, the certain property involved is located South of 4302 Lafayette Road, City of Evansdale, Iowa, legally described as:

**THIS PLAT REPRESENTS A SURVEY OF PARCEL "M"**

That part of Warranty Deed dated 01/04/2019 recorded in File 2019-10658 in the Black Hawk County Recorder, being part of Lot 2 "River Forest Subdivision", lying in the Southwest Quarter (SW 1/4) of Section No. 33, Township No. 89 North, Range No. 12 West of the Fifth Principal Meridian, City of Evansdale, Black Hawk County Iowa, described as follows:

Commencing at the Northeast corner of the Northwest Fractional Quarter (NW FRL 1/4) of Section No. 5, Township No. 88 North, Range No. 12 west of the Fifth Principal Meridian, point being a found standard concrete monument with brass cap;

thence along the South line of said Southwest Quarter North 87°55' West a distance of 886.4 feet to the Southeast corner of said Lot 2;

thence along the East line of said Lot 2 North 00°57¼' East a distance of 508.5 feet to a set ½" rebar with license #23212, also being the point of beginning;

thence North 89°57' West a distance of 504.55 feet to the West line of said File 2019-10658, point being a set ½" rebar with license #23212;

thence along the West line of said File 2019-10658 North 00°03' East a distance of 635.45 feet to a found 1"o.d. iron pinched pipe;

thence along the West line of said File 2019-10658 Due North a distance of 149.9 feet to the Southwesterly right-of-way line of Lafayette Road, point being a found 1"Ø

iron pipe;

thence along said Southwesterly right-of-way line South 65°32' East a distance of 78.35 feet to a found 1"o.d. iron pinched pipe;

thence South 00°33¾' West a distance of 49.8 feet to a found 1"o.d. iron pinched pipe;

thence South 88°52¼' East a distance of 91.4 feet to a found 1 "o.d. iron pinched pipe;

thence South 01°05½' West a distance of 170.75 feet to a found 1"o.d. iron pinched pipe in P.C.C.;

thence South 88°57' East a distance of 89.9 feet to a found 1"o.d. iron pinched pipe in P.C.C.;

thence North 01°05½' East a distance of 140.55 feet to the Southwesterly right-of-way line of Lafayette Road, point being a found 1"o.d. iron pinched pipe in P.C.C.;

thence along said Southwesterly right-of-way line South 65°15½ East a distance of 288.1 feet to the Easterly line of said Lot 2, point being a found 1"o.d. iron pinched pipe;

thence along said Easterly line South 00°57¼' West a distance of 549.4 feet to the point of beginning. Containing 7.42 acres.

Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.

Note: The South line of said Southwest Quarter is assumed to bear North 87°55' West for this description.

Parcel letter approved by County Auditor's Office

Date of Survey: 05/2019

**NOW THEREFORE, BE IT RESOLVED**, by the Council of the City of Evansdale, Iowa, that the Site Plan and Plat of Survey for the Frickson-Lafayette Road Condos be approved.

**PASSED AND APPROVED THIS 4<sup>TH</sup> DAY OF JUNE 2019**

**ATTEST:**

\_\_\_\_\_  
**Gene Walker, Mayor Pro Tem**

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



# CITY OF EVANSDALE, IOWA

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

DOUG FAAS  
*Mayor*

CITY COUNCIL  
MEMBERS:

KENNY LOFTUS  
*Ward 1*

GENE WALKER  
*Ward 2*

STEVE SEIBLE  
*Ward 3*

DICK DEWATER  
*Ward 4*

LYNN BENDER  
*At-Large*

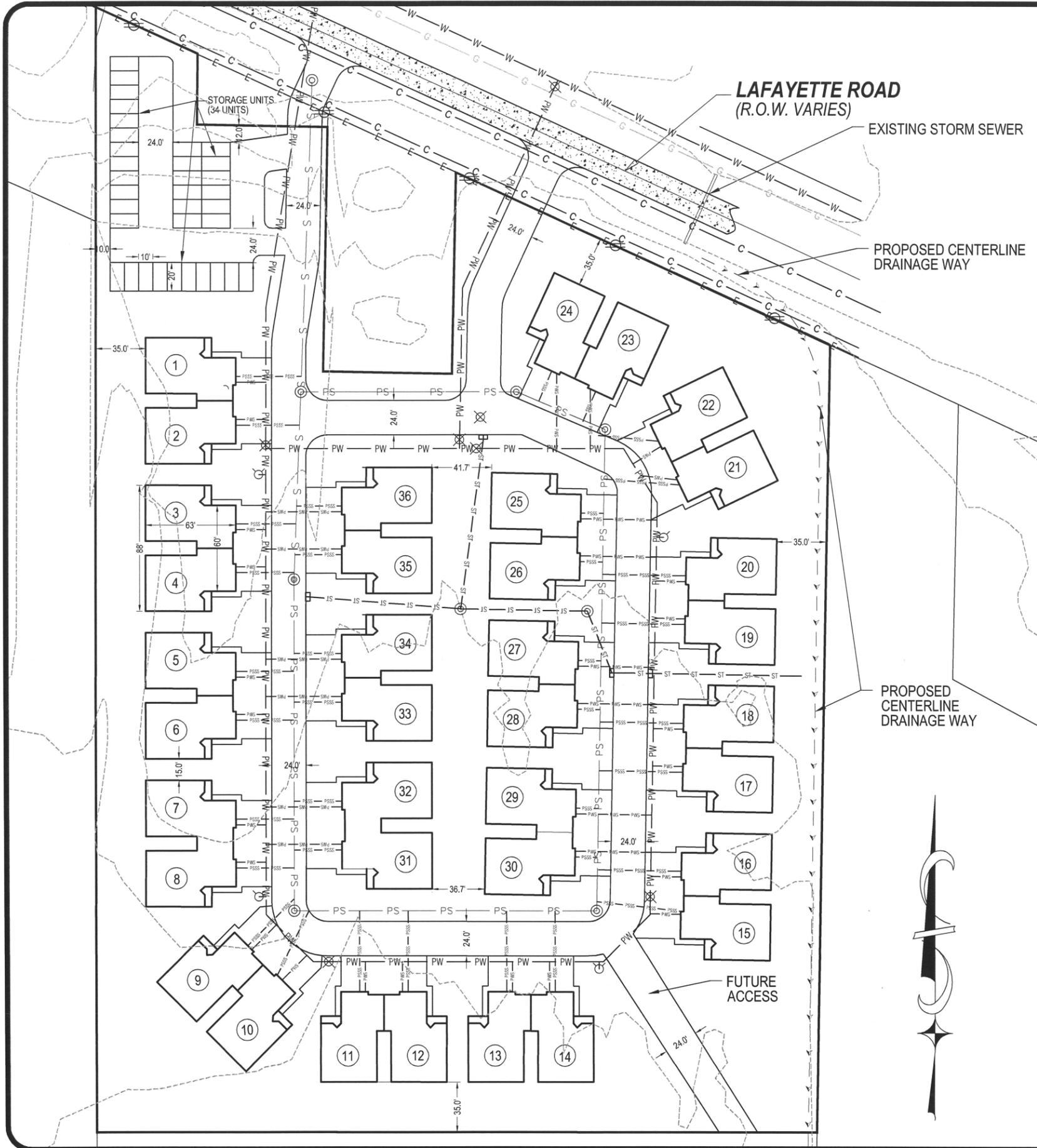
May 28, 2019

It has been recommended by the Planning and Zoning Commission of the City of Evansdale that the River Forest Subdivision Site Plan and Plat of Survey are approved as presented this 28<sup>th</sup> day of May 2019.

  
\_\_\_\_\_  
Sandy Clements, Chairperson  
On behalf of the Planning & Zoning Commission

# SITE PLAN OF FRICKSON-LAFAYETTE ROAD CONDOS

PART OF LOT 2, "RIVER FOREST SUBDIVISION"  
EVANSDALE, BLACK HAWK COUNTY, IOWA  
MAY 2019

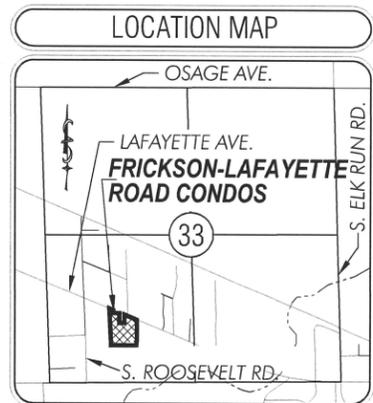


**NOTES**

Legal Description: Parcel "M", Part of Lot 2, River Forest Subdivision, Evansdale, Iowa  
HOA will supply Deed of Dedication for Restrictions

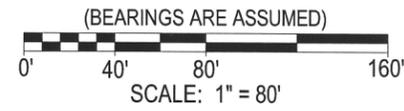
Perimeter setback: 35' (Primary units)  
Side yard setback: 15' (unattached units)  
Accessory Bld. 10' from any line

Public easements may be added for Electrical, Gas and Communications services upon request.  
Ownership of Water mains and Sanitary Sewer mains will be by HOA



**LEGEND**

— SAN —	PROPOSED 8" SANITARY SEWER
— S —	EXISTING 8" SANITARY SEWER
PROPOSED SANITARY SEWER SERVICE	
— PW — PW —	PROPOSED 6" WATER MAIN
— PWS — PWS —	PROPOSED WATER SERVICE
— W —	EXISTING WATER
— E — E —	OVERHEAD ELECTRICAL
— ST — ST — ST —	STORM SEWER
⊙	SANITARY / STORM SEWER MANHOLE
⊕	FIRE HYDRANT
⊗	WATER VALVE
⊕	UTILITY POLE
▨	P.C.C. PAVEMENT
▭	A.C.C. PAVEMENT/2.0' P.C.C. CURB



**DEVELOPER**  
Rodney & Dona Frickson  
911 Central Avenue  
Evansdale, Iowa 50707

**HES** HELLAND ENGINEERING & SURVEYING, LTD.  
6109 Chancellor Drive  
Cedar Falls, Iowa 50613-6916  
(319)-266-0161

INDEX LEGEND

General Description: Lot 2, River Forest Subdivision, Evansdale  
 Surveyor: Kyle J. Helland  
 Surveying Company/ Return To: Helland Engineering & Surveying, Ltd.  
 6109 Chancellor Drive  
 Cedar Falls, Iowa 50613-6919  
 (319)-266-0161

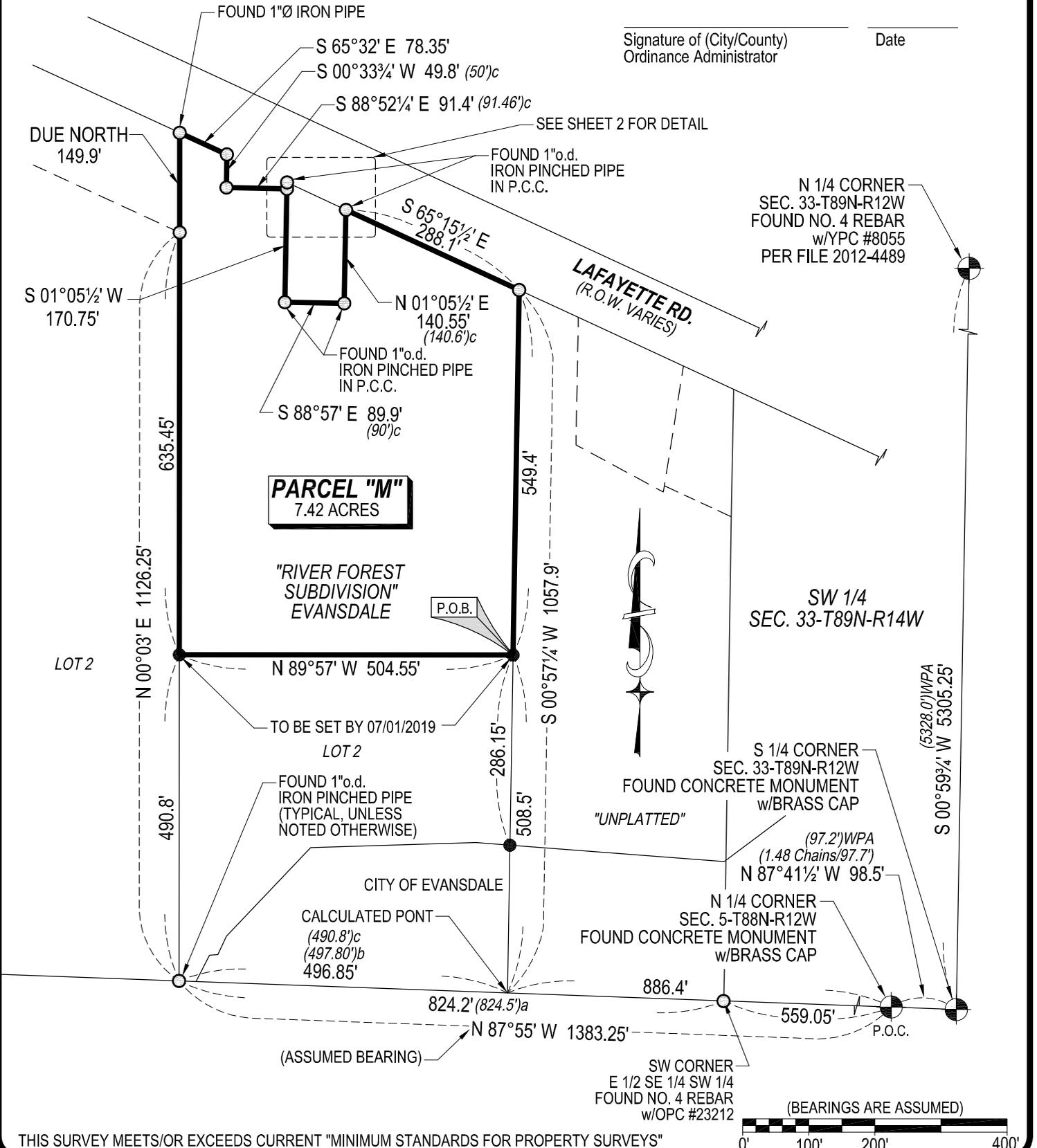
Survey Requested By: Dona Frickson  
 Proprietor: Rodney & Dona Frickson

Reserved for County Recorder's use.

This Plat or Subdivision has been reviewed by (City/County).

Signature of (City/County)  
 Ordinance Administrator

Date



THIS SURVEY MEETS/OR EXCEEDS CURRENT "MINIMUM STANDARDS FOR PROPERTY SURVEYS"



**HELLAND ENGINEERING & SURVEYING, LTD.**  
 6109 Chancellor Drive  
 Cedar Falls, Iowa 50613-6919  
 (319)-266-0161

**SHEET 1 OF 2**

● SET NO. 4 REBAR X 24" LONG w/ORANGE PLASTIC CAP #23212 (00) RECORDED AS FILE NAME: 19-131-PLAT-A.DWG SCALE: 1" = 200' PROJECT # 19-131 DRAWN BY: CDR OPC PLASTIC CAP (O=ORANGE, R=RED, Y=YELLOW)



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Kyle J. Helland  
 License Number 23212  
 My license renewal date is December 31, 2019.  
 All pages or sheets are covered by this seal except:

**PLAT OF SURVEY**  
 OF  
 PART OF LOT 2  
 "RIVER FOREST SUBDIVISION"  
 EVANSDALE, BLACK HAWK COUNTY, IOWA  
 FOR  
 RODNEY & DONA FRICKSON

**THIS PLAT REPRESENTS A SURVEY OF PARCEL "M"**

That part of Warranty Deed dated 01/04/2019 recorded in File 2019-10658 in the Black Hawk County Recorder, being part of Lot 2 "River Forest Subdivision", lying in the Southwest Quarter (SW 1/4) of Section No. 33, Township No. 89 North, Range No. 12 West of the Fifth Principal Meridian, City of Evansdale, Black Hawk County Iowa, described as follows:

Commencing at the Northeast corner of the Northwest Fractional Quarter (NW FRL 1/4) of Section No. 5, Township No. 88 North, Range No. 12 west of the Fifth Principal Meridian, point being a found standard concrete monument with brass cap;

thence along the South line of said Southwest Quarter North 87°55' West a distance of 886.4 feet to the Southeast corner of said Lot 2;

thence along the East line of said Lot 2 North 00°57¼' East a distance of 508.5 feet to a set ½" rebar with license #23212, also being the point of beginning;

thence North 89°57' West a distance of 504.55 feet to the West line of said File 2019-10658, point being a set ½" rebar with license #23212;

thence along the West line of said File 2019-10658 North 00°03' East a distance of 635.45 feet to a found 1"o.d. iron pinched pipe;

thence along the West line of said File 2019-10658 Due North a distance of 149.9 feet to the Southwesterly right-of-way line of Lafayette Road, point being a found 1"Ø iron pipe;

thence along said Southwesterly right-of-way line South 65°32' East a distance of 78.35 feet to a found 1"o.d. iron pinched pipe;

thence South 00°33¾' West a distance of 49.8 feet to a found 1"o.d. iron pinched pipe;

thence South 88°52¼' East a distance of 91.4 feet to a found 1"o.d. iron pinched pipe;

thence South 01°05½' West a distance of 170.75 feet to a found 1"o.d. iron pinched pipe in P.C.C.;

thence South 88°57' East a distance of 89.9 feet to a found 1"o.d. iron pinched pipe in P.C.C.;

thence North 01°05½' East a distance of 140.55 feet to the Southwesterly right-of-way line of Lafayette Road, point being a found 1"o.d. iron pinched pipe in P.C.C.;

thence along said Southwesterly right-of-way line South 65°15½' East a distance of 288.1 feet to the Easterly line of said Lot 2, point being a found 1"o.d. iron pinched pipe;

thence along said Easterly line South 00°57¼' West a distance of 549.4 feet to the point of beginning.

Containing 7.42 acres.

Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.

Note: The South line of said Southwest Quarter is assumed to bear North 87°55' West for this description.

Parcel letter approved by County Auditor's Office

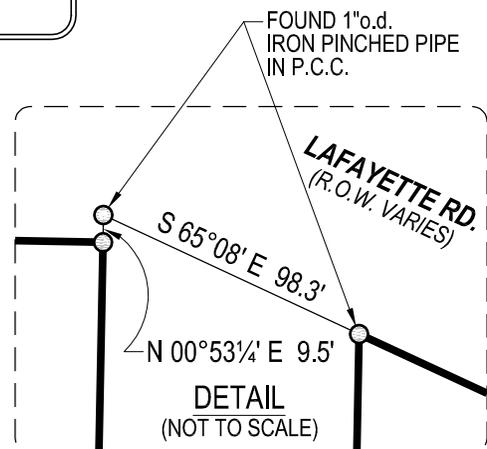
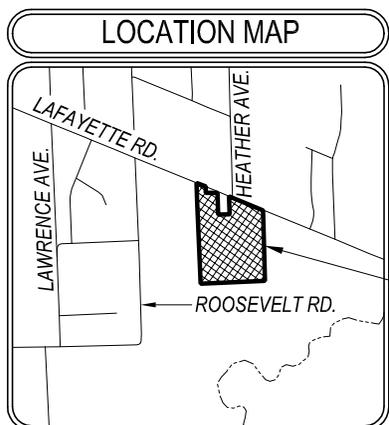
Date of Survey: 05/2019

**LEGEND**

(0.0')a PER CITY LOT DED DATED 02/06/1980  
554 CLD 958

(0.0')b PER CITY LOT DED DATED 02/06/1980  
553 CLD 404

(0.0')c WARRANTY DEED DATED 01/04/2019  
FILE 2019-10658



**HELLAND ENGINEERING & SURVEYING, LTD.**  
6109 Chancellor Drive  
Cedar Falls, Iowa 50613-6919  
(319)-266-0161

**SHEET 2 OF 2**

● SET NO. 4 REBAR X 24" LONG w/ORANGE PLASTIC CAP #23212  
(00')RECORDED AS FILE NAME: 19-131-PLAT-A.DWG  
SCALE: N/A PROJECT # 19-131 DRAWN BY: CDR  
OPC PLASTIC CAP (O=ORANGE, R=RED, Y=YELLOW)

PLAT OF SURVEY  
OF  
PART OF LOT 2  
"RIVER FOREST SUBDIVISION"  
EVANSDALE, BLACK HAWK COUNTY, IOWA  
FOR  
RODNEY & DONA FRICKSON



# Don's Truck Sales



Tel: 319.635.2751  
Fax: 319.635.2231

102 1<sup>st</sup> Street South  
Fairbank, IA 50629

www.donstrucksales.com  
trucks@donstrucksales.com

www.customclassictrailer.com  
trailers@customclassictrailer.com

January 5, 2019

City of Evansdale  
Evansdale, IA

Budget number for the following equipment:

2020 Freightliner 108SD  
270HP Engine, Allison Automatic Transmission

Stellar Hook Lift for Single Axle – 20,000#

11' Stainless Steel Dump Body and A-Frame

11' Stainless Steel Box Sander and A-Frame

Load Sensing Hydraulic System for Hook Lift and Front Snow Plow

Henderson RSP-11-42 Reversible Snow Plow

Strobe Light Kit

Estimated Cost.....\$ 173,750.00

**Prepared for:**  
Chris Schares  
City of Evansdale  
123 N Evans Road  
Evansdale, IA 50707  
Phone: 319-232-6683

**Prepared by:**  
Garrett Richards  
TRUCK COUNTRY OF CEDAR  
RAPIDS  
8415 6th St SW  
CEDAR RAPIDS, IA 52404  
Phone: 319-365-0531

## 2020 FREIGHTLINER 108SD – EXTENDED FRONT FRAME

### SET BACK AXLE - TRUCK

CUM B6.7 300 HP @ 2600 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM  
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION  
DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE  
14,600# TAPERLEAF FRONT SUSPENSION  
RS-23-160 23,000# R-SERIES SINGLE REAR AXLE  
23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD  
108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB  
4125MM (162 INCH) WHEELBASE  
11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI  
1600MM (63 INCH) REAR FRAME OVERHANG

### HENDERSON PRODUCTS INSTALLED EQUIPMENT INCLUDING:

- 11' MARK E DUMP TRUCK
- SWAPLOADER HOOK LIFT
- 11' REVERSIBLE SNOW PLOW
- 11' FSH V-BOX SPREADER
- FORCE HYDRAULICS AND CONTROLS

**MY 2020 COMPLETE PACKAGE PRICING**

**\$183,531.00**

*(Does not include FET)*





# 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 #
4/18/2019	17924

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

DESCRIPTION	TOTAL
CRACK AND JOINT SEALING OF DUBUQUE STREET FROM RAILROAD TRACKS TO BRIDGE  APPROX. 1.6 MILES  ROUT CRACKS  CLEAN CRACKS AND JOINTS WITH COMPRESSED AIR  SEAL CRACKS AND JOINTS WITH D-3405 HOT APPLIED RUBBERIZED SEALANT  TRAFFIC CONTROL WILL CONSIST OF SIGNS, CONES AND ARROW BOARD  <b>THE PRICE WILL BE \$0.67 PER LINEAL FOOT</b>  THERE ARE APPROXIMATELY 41,286 FEET TO BE SEALED  OPTION: MASTIC ONE SEALING OF THE SMALLER VOIDS IN THE CONCRETE. THIS WILL BE DONE AT THE SAME TIME THAT WE SEAL THE JOINTS AND CRACKS. COST \$3,741.00  **NOTE: THIS INCLUDES ALL FOUR LANES ON DUBUQUE ST.	27,661.62

WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS. SIGN: <i>Brad Browne JP</i>	<b>TOTAL</b> \$27,661.62
--	--------------------------

PAYMENT DUE UPON COMPLETION OF THE WORK. PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 45 DAYS.

SIGNATURE \_\_\_\_\_

**Mike W/ Illowa >**

Today 9:38 AM

Any luck with the number for DBQ road?

I can't get there this year, I am 30 days over booked already, tried to call you last week. If you need a budget number use \$.78lf for DBQ and \$.72lf for remaining asphalt cracks.

Can you send me something on company letterhead?



Text Message



**Outdoor And More**

2607 Center St.  
 Cedar Falls IA 50613  
 Phone: 319-277-1546  
 Fax: 319-268-9349

**Quote #: 0001633**

Created: 03/19/2019  
 Printed: 03/20/2019  
 PO No:

**Bill To:**

City of Evansdale  
 123 North Evans Road  
 Evansdale, IA 50707  
 (319) 493-0644

Item		Retail	Discount	Extended	Qty	Line Total	Tax
936930 SZ 72" Kaw.	Zero Turn SZ Kaw. 1000cc 72"	\$14,725.99	27.00%	\$10,749.97	1.0	\$10,749.97	EXMPT
789537	SEMI-PNEUMATIC TIRES SZ	\$194.99	7.00%	\$181.34	2.0	\$362.68	EXMPT
Frame mount trash kit	Trash Kit	\$69.99	5.00%	\$66.49	1.0	\$66.49	EXMPT
124485	Electric deck lift kit SZ	\$899.95	10.00%	\$809.96	1.0	\$809.96	EXMPT
Service		Retail	Discount	Extended	Qty	Line Total	Tax
FREIGHT	FREIGHT	\$1.00	50.00%	\$0.50	400.0	\$200.00	EXMPT
LABOR	HOURLY LABOR	\$70.00	50.00%	\$35.00	2.0	\$70.00	EXMPT

**Additional Notes**

Freight listed at 50% May possibly be able to beat freight.  
 Labor listed to install electric deck lift. Mower listed at bid assist price. Full commercial 72" unit with electric deck lift added. ROP'S standard. 35hp Kawasaki engine. 21cc hydro pumps with oil cooler. 14mph. Fully adjustable commercial seat. 3 year engine warranty and 2 year no hour limit warranty on rest of unit.

**+ Sale Total:** \$11,989.10  
**+ Service Total:** \$270.00  
**= Sub Total** \$12,259.10  
**+ Tax:** \$.00  
**= Grand Total:** \$12,259.10

**ALL RETURNS AND EXCHANGES MUST BE MADE WITHIN 30 DAYS OF THE PURCHASE DATE AND MUST HAVE RECEIPT.**

**ALL REPAIRS HAVE A 14 DAY GUARANTEE FOR THE ISSUE UNIT WAS BROUGHT IN FOR.**

# Selling Equipment

**Quote Id:** 19230689      **Customer Name:** CITY OF EVANSDALE

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

P & K Midwest, Inc.  
 2415 Sergeant Road  
 Waterloo, IA 50701  
 319-233-3553  
 waterloo@pkmidwest.com

## JOHN DEERE Z970R ZTrak

**Hours:**

**Stock Number:**

**Contract:** IA Construction, Ag, Ground Maint MA17288B (PG  
 0N CG 22)

**Selling Price \***  
 \$ 13,018.23

**Price Effective Date:** December 17, 2018

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2212TC	Z970R ZTrak	1	\$ 15,429.00	23.00	\$ 3,548.67	\$ 11,880.33	\$ 11,880.33
<b>Standard Options - Per Unit</b>							
001A	United States/Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1039	24x12N12 Michelin X Tweel Turf for 72 In. Decks	1	\$ 879.00	23.00	\$ 202.17	\$ 676.83	\$ 676.83
1506	72 In. Side Discharge Mower Deck	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2002	Fully Adjustable Suspension Seat with Armrests	1	\$ 495.00	23.00	\$ 113.85	\$ 381.15	\$ 381.15
<b>Standard Options Total</b>			<b>\$ 1,374.00</b>		<b>\$ 316.02</b>	<b>\$ 1,057.98</b>	<b>\$ 1,057.98</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
TCB11248	Trash Receptacle Kit	1	\$ 103.79	23.00	\$ 23.87	\$ 79.92	\$ 79.92
<b>Dealer Attachments Total</b>			<b>\$ 103.79</b>		<b>\$ 23.87</b>	<b>\$ 79.92</b>	<b>\$ 79.92</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Suggested Price</b>							<b>\$ 13,018.23</b>
<b>Total Selling Price</b>			<b>\$ 16,906.79</b>		<b>\$ 3,888.56</b>	<b>\$ 13,018.23</b>	<b>\$ 13,018.23</b>

## JOHN DEERE Z950R ZTrak

Detail Item: 10.19	ROCK SALT - WINTER RESUPPLY - DEWITT DOT Stock #: 019-000350	QTY: 300	UOM: TON
Bidder	Part#/Make	Unit Price	Extended Price
SALT, ROAD SAFETY (CARGILL)		\$72.9300	\$21,879.00
COMPASS MINERALS AMERICA INC		\$80.9300	\$24,279.00
BLACKSTRAP INC		\$114.0500	\$34,215.00

Detail Item: 10.20	ROCK SALT - WINTER RESUPPLY - DURANT DOT Stock #: 019-000350	QTY: 150	UOM: TON
Bidder	Part#/Make	Unit Price	Extended Price
COMPASS MINERALS AMERICA INC		\$80.7700	\$12,115.50
BLACKSTRAP INC		\$84.5100	\$12,676.50

Detail Item: 10.21	ROCK SALT - WINTER RESUPPLY - DYERSVILLE DOT Stock #: 019-000350	QTY: 450	UOM: TON
Bidder	Part#/Make	Unit Price	Extended Price
COMPASS MINERALS AMERICA INC		\$80.7800	\$36,351.00

Detail Item: 10.22	ROCK SALT - WINTER RESUPPLY - EDDYVILLE DOT Stock #: 019-000350	QTY: 75	UOM: TON
Bidder	Part#/Make	Unit Price	Extended Price
HUTCHINSON SALT CO		\$79.3200	\$5,949.00
BLACKSTRAP INC		\$81.4400	\$6,108.00
COMPASS MINERALS AMERICA INC		\$87.9200	\$6,594.00

Detail Item: 10.23	ROCK SALT - WINTER RESUPPLY - ELDRIDGE DOT Stock #: 019-000350	QTY: 500	UOM: TON
Bidder	Part#/Make	Unit Price	Extended Price
SALT, ROAD SAFETY (CARGILL)		\$72.8100	\$36,405.00
COMPASS MINERALS AMERICA INC		\$80.5900	\$40,295.00

Detail Item: 10.24	ROCK SALT - WINTER RESUPPLY - ELY DOT Stock #: 019-000350	QTY: 100	UOM: TON
Bidder	Part#/Make	Unit Price	Extended Price
COMPASS MINERALS AMERICA INC		\$92.1700	\$9,217.00

Detail Item: 10.25	ROCK SALT - WINTER RESUPPLY - EVANSDALE DOT Stock #: 019-000350	QTY: 400	UOM: TON
Bidder	Part#/Make	Unit Price	Extended Price
COMPASS MINERALS AMERICA INC		\$84.1500	\$33,660.00
BLACKSTRAP INC		\$114.0000	\$45,600.00

PRELIMINARY BID TABULATION



# STATEMENT



WE'VE GOT YOU COVERED

BOX 625 113 NORTH GRIFFITH ROAD, CARROLL, IA 51401  
 www.feldfire.com Email: sales@feldfire.com

PH: (712) 792-3143 FAX: (712) 792-6658 WATS 1-800-568-2403

Statement Date: 5/28/2019

Customer Number: 1137300

Evansdale Fire Department  
 Attn: Ryan Phillips  
 911 S Evans Road  
 Evansdale, IA 50707

Page: 1

DATE	REFERENCE	DESCRIPTION	CHARGE	CREDIT	BALANCE
02/10/17	PREPAY-PP	Ref: 80554		40,031.20	
02/20/17		Payment Ref: APPLY	32,958.10		
08/04/17		Payment Ref: APPLY	3,224.00		
10/30/17		Payment Ref: APPLY	1,965.00		
02/07/18		Payment Ref: APPLY	1,246.70		
03/21/18		Payment Ref: APPLY	330.00		
06/22/18		Payment Ref: 82667		8,851.24	
09/26/18		Payment Ref: APPLY	6,910.24		
01/27/19		Payment Ref: APPLY	172.90		
01/27/19		Payment Ref: APPLY	1,123.31		
05/28/19		Payment Ref: APPLY	202.44		749.75-
05/21/19	0349184-IN	Regulator, front glass, handle	202.44		
05/28/19		Payment Ref: APPLY		202.44	0.00
				<b>TOTAL</b>	<b>749.75-</b>
CURRENT	30 DAYS	60 DAYS	90 DAYS	120 DAYS	BALANCE DUE
0.00	0.00	0.00	0.00	749.75-	749.75-

\*\*\* THIS IS LINE ONE OF THE STANDARD MESSAGE \*\*\*  
 \*\*\* THIS IS LINE TWO OF THE STANDARD MESSAGE \*\*\*

*Prepared For: City of Evansdale*

*Prepared by: Erin Bennett*

*Date: 05/29/2019*

Once signed, Express will guarantee these rates for 1 year.



Respecting People. Impacting Business.<sup>SM</sup>

**3014 Rownd Street  
Cedar Falls, IA 50613  
(319) 277-6603**

## Benefits of Using Staffing:

- Allows you to focus on your core business functions
- Provides you with a larger pool of qualified candidates
- Gives you the staffing and HR expertise you need
- Testing and training for all associates
- Time and Cost Savings.
- Quality assurance
- Protection from employee/employer liabilities
- Variable, not fixed, staffing costs
- Adapting quickly to staffing demands

## Our Performance:

*Express Employment Professionals* guarantees satisfactory performance from every associate we provide. We certify that all employees are fully qualified in the skills specified in your job order. If you are not completely satisfied with our associate's performance, a replacement will be sent.

## Our Service Rates include:

- Pay rate to the associate
- Medicare Tax
- FUTA/SUTA
- Worker's Compensation
- Unemployment
- Social Security Tax
- Background Check (Client Specific)
- ISO Selection Process
  - Recruiting
  - Skills Testing
  - Interviewing
  - Advertising
  - Reference Checks/I9 Verification

## Express Associate Benefits:

- PTO Pay at no cost to Client
- 401k Programs available
- Immediate offering of Insurance that meets or exceeds ACA required coverage
- Full compliance with all federal and state Payroll tax, Unemployment, and worker's compensation benefits

**EVALUATION TO HIRE**

<b>Deputy City Clerk</b>			
<b>Pay Rate</b>	<b>\$17.39</b>	<b>\$18.39</b>	<b>\$19.39</b>
<b>Recruiting, screening, interviewing</b>	*	*	*
<b>Skills Testing &amp; Qualifying</b>	*	*	*
<b>FICA/FUTA/SUTA</b>	*	*	*
<b>Associate Benefits, Advertising</b>	*	*	*
<b>Bill Rate</b>	<b>\$24.28</b>	<b>\$25.39</b>	<b>\$26.50</b>

\* The company is only responsible for payment of the hours an Express Associate officially works. If, for any reason, employment with our associate terminates during this contract period, the company will not be responsible to pay for the remaining hours.

**EVALUATION TO HIRE CONVERSION FEE and BUYOUT OPTION:**

The **City of Evansdale** may hire an assigned employee for permanent employment after **580 hours** of service have elapsed. Upon completion of the minimum hours, the employee may rollover to a permanent position if the client desires.

The **City of Evansdale** is not obligated to hire an employee upon the completion of the 580 hours and the employee may continue to work for the **City of Evansdale** as an option. The buy-out fee amount is prorated over the 580 hours from our regular direct hire fee which would be 20% of expected annual wage.

**I agree to the pricing terms and conditions:**

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

At Express Services, Inc. (Express) dba Express Employment Professionals (referred to as "Express," "Us," "We," or "Our"), we make it easy for you to do business with Us. The first step to establishing a successful staffing relationship is to ensure a clear understanding of each party's responsibilities. We appreciate your business and look forward to the opportunity to support you with outstanding professional employment services in consideration of your agreement to the following terms and conditions:

1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers' compensation, and unemployment insurance. We recruit and assign associates to you to perform only the job duties you specify. You agree not to change the specified duties or the assigned workplace of the associate.
2. Express complies with all federal, state, and local employment laws and regulations, as applicable. You agree to provide Our associates with a safe, suitable workplace and equipment, provide all legally-mandated meal and rest breaks, and to comply with all applicable federal, state, and local employment laws including appropriate workplace-specific safety and health training that adequately addresses potential hazards at your worksite.
3. You agree to safeguard and protect any private information regarding Express employees to which you gain access, including biometric information, and agree to abide by any applicable laws addressing the collection, use, storage, or protection of private and/or biometric information. You also agree to defend, indemnify, and hold Express harmless from any loss, cost, claim, or damage, including costs and attorney fees, (collectively "Loss" or "Losses") resulting from your failure to abide by the laws addressing the collection, use, storage, or protection of private and/or biometric information and/or unauthorized uses of said information and hold Express harmless from any Loss resulting from your non-compliance with all current and future applicable federal, state, and local laws and regulations including, but without limitation, sick leave, vacation, wage and hour, and meal and rest breaks. Express pays associates promptly, based on information approved by you. You agree to pay the charges and any applicable sales tax based on the timecard or other mutually acceptable recording method by the invoice due date.
4. The bill rates charged by Express are specific to office location and may vary from Express office to Express office and are subject to change based upon federal, state or local laws that provide benefits to our associates or upon prior notice. A service charge of 1.5% per month (18% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. We are entitled to reasonable collection fees, attorney fees, and other expenses incurred to collect all charges on your account(s).
5. We provide insurance policies to cover Express for Workers' Compensation, and Employers Liability Parts A & B claims by Express associates against Express in an amount not less than \$1,000,000 per occurrence and provide Commercial General Liability, Fidelity Bond, Errors and Omissions, and Hired/Non-Owned Automobile coverage in an amount not less than \$1,000,000 per occurrence.
6. You agree that you will not request or allow Our associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings, or provide management consulting or financial advice, nor will Our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates.
7. If Our associates have access to unattended premises or the care, custody, or control of cash, checks, credit card numbers, ATM bank cards, negotiables, confidential information, trade secrets, or other valuable property, then you agree to defend, indemnify, and hold Us harmless from any resulting Loss.
8. Express will only provide associates for positions operating a motor vehicle, forklift, or other motorized mobile equipment if notified in writing prior to an assignment. We must know in advance, so We can assign associates who are qualified to meet your specifications. During an assignment, if Our associate operates a motor vehicle, forklift, or any other motorized mobile equipment, you agree to maintain liability insurance for any such motorized equipment and to defend, indemnify, and hold Us harmless for bodily injury, property damage, fire, theft, collision, public liability claims, or other Loss, regardless of fault.
9. You will supervise, direct, and control the work performed by Express associates, and assume responsibility for all work product and operational results, including personal injury to a third party or your agents or employees, losses or damage to property or data in the care, custody, or control of an Express associate. You agree to defend, indemnify, and hold Us harmless from any Loss, including costs and attorney fees, (collectively "Loss" or "Losses") that may be caused by breach of this Agreement and/or by your negligence or misconduct, and agree on behalf of your insurer(s) to waive all rights of recovery (subrogation) against Us.
10. In addition to Our duties and responsibilities set forth herein, Express, as the common-law employer, has the right to physically inspect the worksite and work processes; to review and address, unilaterally or in coordination with you, the associates' work performance issues; and to enforce Our employment policies relating to associates' conduct at the worksite.
11. We offer an evaluation hire program designed to provide you with associates on a trial basis prior to converting them to your payroll. To take advantage of Our evaluation hire program, you agree to negotiate a pre-determined trial period or fee prior to an associate's assignment to you.
12. Express will, at your written request, conduct criminal history checks based on your targeted screening criteria, motor vehicle record checks, and drug screens as permitted by federal, state, and local laws and regulations. The costs vary depending upon the specific test or report ordered and the charges will be agreed upon prior to ordering the tests and/or reports.
13. If you have an Express associate on an assignment and determine you would like to hire the associate onto your payroll, you may do so by paying a transfer fee of up to 30% of the associate's expected annual salary, provided all invoices are current.
14. You agree, for a period of 180 days from the date of introduction or last date on assignment, whichever is later, not to hire directly or use Express associates through another staffing firm without paying a liquidation fee of 30% of the Express associate's expected annual compensation, unless otherwise agreed to by Us in writing.

Thank you for your business. We look forward to a mutually beneficial relationship.

Company: \_\_\_\_\_ Date: \_\_\_\_\_

Agent's Name (please print): \_\_\_\_\_ Title: \_\_\_\_\_

Agent's Signature: \_\_\_\_\_

# Computer Troubleshooters Quote



From: Cory Vieth  
 Computer Troubleshooters  
 PO Box 2522  
 Waterloo, IA 50704  
 United States  
 (319) 234-5600  
 cory@comptroubles.com

Prepared for: DeAnne Kobliska  
 City of Evansdale  
 123 N Evans Road  
 Evansdale, IA 50707  
 United States  
 (319) 232-6683  
 cityclerk@cityofevansdale.org

Quantity	Description	Unit Price	Ext. Price
1.00	DeAnne Dell Optiplex 3060 SFF - Option 4  Processor: i5 Operating System: Windows 10 Pro RAM: 8GB Video Card: Integrated Display Ports: DP, HDMI Hard Drive Size: SSD Hard Drive Type: 256GB Optical Drive: DVDRW Wireless: No Warranty: 3 Year	\$899.00	\$899.00
1.00	Project: New computer setup (4-6 Hours) 50% off labor	\$250.00	\$250.00
		<b>Subtotal:</b>	<b>\$1,149.00</b>
		<b>Sales Tax:</b>	<b>\$0.00</b>
		<b>Total:</b>	<b>\$1,149.00</b>

Please do not pay from this quote. An invoice will be generated after authorization.

By signing and returning this quotation, I authorize Computer Troubleshooters to order the above products. I agree that, before ordering products, Computer Troubleshooters requires 50% down payment on products unless otherwise explicitly specified. I also agree, upon delivery of the above products to pay Computer Troubleshooters any and all amounts due. Unless explicitly specified in the quotation details, labor hours required to deliver, install, configure, and support the above products is not included in the quoted price. Additional shipping charges may apply. Prices are subject to change without notice.

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

Date: \_\_\_\_\_

Computer Troubleshooters  
 PO Box 2522  
 Waterloo, IA 50704  
 (319) 234-5600

Monthly Invoice



<b>Bill To:</b>
City of Evansdale Attn: DeAnne Kobliska 123 N Evans Road Evansdale, IA 50707 United States

<b>Date</b>	<b>Invoice</b>
07/01/2019	CW4150

<b>Terms</b>	<b>Due Date</b>	<b>Reference</b>
30 days	07/31/2019	Annual Billing for 2019-2020

Description	Quantity	Price	Amount
Agreement Support Membership			
Support Membership - Yearly	10.00	\$960.00	\$9,600.00
Continuity Backup 250 GB 1 Server	1.00	\$2,400.00	\$2,400.00
Membership Discount	10.00	(\$120.00)	(\$1,200.00)
Yearly Pre-Pay Discount 10% Off	1.00	(\$1,080.00)	(\$1,080.00)
<b>Total Description:</b>			<b>\$9,720.00</b>

Support Membership Includes: \$90 Hourly Rate, Unlimited 8x5 Support, Semi-Annual Preventative Onsite Checklist, Antivirus, Web Filtering, Managed Updates, Monthly IT Report, Remote Support Software, IT Documentation, Backup Monitoring, IT Health Monitoring

Thank you - we really appreciate your business!	<b>Invoice Subtotal:</b>	\$9,720.00
	<b>Sales Tax:</b>	\$0.00
	<b>Invoice Total:</b>	<b>\$9,720.00</b>
	<b>Payments:</b>	\$0.00
	<b>Credits:</b>	\$0.00
	<b>Balance Due:</b>	<b>\$9,720.00</b>

Public Works - 1,215.00  
 Wastewater - \$1,215.00  
 City Hall - \$4,860.00  
 Water Works - \$2,430.00

## ORDINANCE 665

### AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EVANSDALE, IOWA, BY AMENDING PROVISIONS PERTAINING TO PARK REGULATIONS

**BE IT ENACTED** by the City Council of the City of Evansdale, Iowa:

**SECTION 1. NEW SUBSECTION.** the Code of Ordinances of the City of Evansdale, Iowa, 2017 is amended by adding a new Subsection to Section 47.23 which is hereby adopted to read as follows:

**17.** Wine and beer may be consumed in Deerwood Park Campground at registered campsites and recreational areas within the campground. Persons wishing to serve keg beer must obtain a permit from the Parks and Recreation Board. The permit requires a minimum deposit of \$100.00 and a responsibility agreement signed by a designated agent. The designated agent must show a photo ID and ensure that no minors are served, no beer is sold, and they are present during the entire event. The Evansdale Police Department will receive a copy of all permits to verify compliance.

**SECTION 2. SECTION MODIFIED.** Section 47.24 of the Code of Ordinances of the City of Evansdale, Iowa, 2017, is repealed and the following adopted in lieu thereof:

**47.24 ALCOHOL USE.** Wine and beer may be consumed in City parks if it is in or dispensed from bottles or single serving cans, but not cartons or kegs. Persons wishing to serve keg beer must obtain a permit from the Parks and Recreation Board. The permit requires a minimum deposit of \$100.00 and a responsibility agreement signed by a designated agent. The designated agent must show a photo ID and ensure that no minors are served, no beer is sold, and they are present during the entire event. The Evansdale Police Department will receive a copy of all permits to verify compliance.

**SECTION 3. SECTION MODIFIED.** Section 47.27 of the Code of Ordinances of the City of Evansdale, Iowa, 2017, is repealed and the following adopted in lieu thereof:

**47.27 PARENTAL RESPONSIBILITY.** No parent, guardian, or custodian of a minor shall knowingly permit such minor to do any act prohibited above.

**SECTION 4. NEW SECTION.** The Code of Ordinances of the City of Evansdale, Iowa, 2017, is amended by adding a new Section 47.28, entitled PENALTIES, which is hereby adopted to read as follows:

**47.28 PENALTIES.** Violation of any park regulation set forth in this chapter shall constitute a municipal infraction and may be addressed under Chapter 4 of this Code of Ordinances.

**SECTION 5. SEVERABILITY CLAUSE.** If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

**SECTION 6. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

**PASSED AND APPROVED BY THE EVANSDALE CITY COUNCIL ON THIS 4<sup>TH</sup> DAY OF JUNE 2019**

First Reading:  
Second Reading:  
Third Reading:

**ATTEST:**

\_\_\_\_\_  
**Gene Walker, Mayor Pro Tem**

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

I certify that the foregoing was published as Ordinance 665 on the \_\_\_\_\_ day of \_\_\_\_\_  
2019.

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

**ORDINANCE 666**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EVANSDALE, IOWA, BY AMENDING PROVISIONS PERTAINING TO ALCOHOL CONSUMPTION AND INTOXICATION**

**BE IT ENACTED** by the City Council of the City of Evansdale, Iowa:

**SECTION 1. SECTION MODIFIED.** Section 45.02 of the Code of Ordinances of the City of Evansdale, Iowa, 2017, is repealed and the following adopted in lieu thereof:

**45.02 PUBLIC CONSUMPTION OR INTOXICATION** A person shall not use or consume alcoholic liquor, wine, or beer upon the public streets or highways. A person shall no use or consume alcoholic liquor in any public place, except premises covered by a liquor control license, *or as designated within city parks*. A person shall not possess or consume alcoholic liquors, wine, or beer on public school property or while attending any public or private school-related function. A person shall not be intoxicated in a public place.

**SECTION 2. SEVERABILITY CLAUSE.** If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

**SECTION 3. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

**PASSED AND APPROVED BY THE EVANSDALE CITY COUNCIL ON THIS 4<sup>TH</sup> DAY OF JUNE 2019**

First Reading:  
Second Reading:  
Third Reading:

**ATTEST:**

\_\_\_\_\_  
**Gene Walker, Mayor Pro Tem**

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

I certify that the foregoing was published as Ordinance 666 on the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

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