

**REGULAR CITY COUNCIL MEETING
WEDNESDAY – JUNE 6, 2018 – 6:00 PM
EVANSDALE CITY HALL**

AGENDA

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Approval of the June 6, 2018 agenda
5. Mayors Presentation of the Bunger Middle School Students of the Month – May 2018: Cadin Hermann, Payton Iehl, Eddie Rodriguez, Eric Yu, Elliott Erhardt, Kierstin Forbes-Dean, Shamara Coleman, and Gavin Edsill
6. Approval of the Consent Agenda – All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion
 - a. Approval of May 15, 2018 regular meeting minutes
 - b. Request from Josh Brustkern, Sheetz Towing 3655-3657 Lafayette Rd., to hold a customer appreciation party on June 30, 2018 from 4:00 p.m. – 10:30 p.m., entertainment will include a live band
 - c. Request from Community Days committee to hold the annual fireworks display on July 27, 2018 at the Community Response Center provided by Flashing Thunder c/o Joe Wright
 - d. Liquor License Renewals:
 1. Hoochies –LC0032024 – Effective 06/25/2018
 2. Amvets Post 31 – LA0000332 – Effective 07/22/2018
 3. Evansdale Chamber of Commerce – Event License only
 - e. Cigarette Permits Renewal (July 1, 2018 – June 30, 2019):
 1. Casey's General Store, Lafayette Road
 2. Casey's General Store, River Forest Road
 3. Dollar General Store
 4. Fareway Stores, Inc.
 5. Kwik Star
 6. Pilot Travel Centers
 7. Pronto Market
 8. Station Mart, Lafayette Road
 9. Station Mart 2, River Forest Road
7. Presentation by Evansdale Economic Development Corporation: Summary of Survey
8. Resolution 6225 authorizing payment of bills and transfers
9. Request from Waste Water Foreman to purchase materials to replace diffuser membranes in aeration tanks at Waste Water Treatment Plant from Aqua-Aerobic Systems in the amount of \$6,683.60 plus freight

10. Resolution 6226 amending language of the Commercial Economic Development Plan
11. Resolution 6227 approving semi-final payment #6 to Vieth Construction Corp, Cedar Falls, Iowa for the 2017 Patching and Maintenance Project-Doris Drive in the amount of \$81,168.26
12. Request from Police Chief Jensen to have carpet replaced in the officer's office in an amount not to exceed \$1,414
13. Request from Fire Chief Phillips to purchase fire safety equipment in an amount not to exceed \$8,868.24 from Feld Equipment as budgeted for FY18
14. Request from Waste Water Plant Foreman, Chris Even, to sign agreement with Municipal Pipe Tool to televise 18,000 linear feet of sanitary sewer system in the amount of \$14,580 as budgeted for FY19
15. Ordinance 660 amending the provisions to Chapter 147.09 Storm Water Management Fees, third reading
16. Discussion: Prohibition on Discharge of Storm Water & Ground Water to City Sanitary
17. Discussion/Possible action: lighting of levee
18. Public discussion: non-agenda items
19. Mayor/Council Reports
20. Adjournment

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

Walker/Loftus to approve May 15, 2018 agenda. Ayes-Five. Motion carried.

Dewater/Bender to approve the following items on the May 15, 2018 consent agenda: a. Approval of May 1, 2018 regular meeting minutes. b. Request from Boys & Girls Club of Evansdale to hold a Color Fun Run on the 29th of July starting at Angel's Park, law enforcement requested. c. Accept and place on file the minutes and reports from the following Departments, Boards, and Commissions (n/a = not available): Ambulance & Fire Report (April), Building Inspection Report (April), Clerk/Treasurer Report (April), Code Enforcement Report (April), Evansdale Municipal Housing (Feb/March), Library (April), Parks & Rec Dept. (April), Planning & Zoning (March), Police Dept. (April), Storm Water Commission (Sept), and Water Works (April). d. Approve Yard Waste contract with City of Raymond. e. Approve Yard Waste contract with City of Elk Run Heights. Roll call vote: Ayes-Five.

Walker/Loftus to table request from Mayor to have Waterloo Building Maintenance install 3 power fans in the roof at City Hall and add venting from bathroom to roof in an amount not to exceed \$2,745. Andy Miller with Service Roofing discussed lack of intake/outtake of air in the attic of City Hall. When the building was built it wasn't designed to vent through a steep sloped roof. Councilor Seible questioned if adding roof vents would help. Councilor Dewater questioned if we could cut through the concrete to add vents. Andy responded that if the city was considering other options mentioned, he would recommend hiring a mechanical engineer to review the issue. The consensus of the council was to have a mechanical engineer review the ventilation. Ayes-Five. Motion carried.

Walker/Loftus to approve request from the Evansdale Chamber of Commerce in the amount of \$2,500 for FY19 as budgeted. Ayes-Five. Motion carried.

Seible/Dewater to approve request from the Evansdale Chamber of Commerce in the amount of \$2,500 for cost share for the Community Days Fireworks event as budgeted for FY19. Ayes-Five. Motion carried.

Dewater/Loftus to approve Resolution 6220 authorizing payment of bills and transfers. Roll call vote: Ayes-Five.

Walker/Seible to approve Resolution 6221 approving the final payment request to Tojo Construction in an amount of \$20,460 for project number twelve (12) located at 625 1st Street as part of the 2015 Evansdale Housing Rehabilitation Program. Roll call vote: Ayes-Five.

Loftus/Bender to approve Resolution 6222 approving the final payment request to Tojo Construction in an amount of \$3,658 for project number thirteen (13) located at 537 1st Street as part of the 2015 Evansdale Housing Rehabilitation Program. Roll call vote: Ayes-Five.

Dewater/Seible to approve Resolution 6223 approving payment #5 to Vieth Construction Corp, Cedar Falls, Iowa for the 2017 Patching and Maintenance Project-Doris Drive in the amount of \$67,086.30. Roll call vote: Ayes-Five.

Seible/Dewater to approve Resolution 6224 approving payment #1 to Peterson Contractors, Inc., Reinbeck, Iowa for the Angels Island Bridge Project in the amount of \$37,506. Roll call vote: Ayes-Five.

Dewater/Walker to approve the purchase of a 2018 Ford F-150 a state bid from Charles Gabus Ford in the amount of \$27,854 to be shared by Street, Waste Water, and Park Departments. Councilor Seible stated he appreciated the vehicle options brought before the council but wasn't in favor of the purchase of another truck for the Street Department. Councilor Dewater stated that if we were going to purchase another truck he was in favor of purchasing a new vehicle and incorporating it into the fleet which has served us well in the past. Councilor Walker stated that all the trucks in the fleet were currently being utilized and when comparing a used vehicle or a new vehicle with a warranty it made the most sense to purchase new. Dewater stated that the new Ford F-150 pickup was a competitively priced. Councilor Bender stated because of the state bid and the high mileage of the used vehicles and what it could cost the city in the future to purchase used, she was in favor of buying new. Mark Atkins, 909 3rd Ave., wasn't in favor of another truck purchase. Loraine Atkins, 625 River Forest Rd., wasn't in favor of the truck purchase. Roll call vote: Ayes-Four. Nays-One (Seible).

Dewater/Loftus to approve request to reschedule the June 5th Council meeting to June 6th, 2018 due to Primary Election. Ayes-Five. Motion carried.

Dewater/Loftus to approve request from City Clerk to make small upgrades to website in an amount not to exceed \$1,295 as budgeted for FY19. Councilor Seible questioned what the upgrade consisted of. Clerk Kobliska responded that the website would contain photos of our city instead of stock photos. Ayes-Five. Motion carried.

Seible/Bender to approve request from Public Works Director to approve low bid in the amount of \$.67 per lineal foot with Kluesner Construction, Inc. for crack sealing in an amount not to exceed \$46,999 as budgeted for FY19. Councilor Dewater questioned if we worked with Kluesner Construction in the past. Mayor Faas responded yes. Ayes-Five. Motion carried.

Walker/Dewater to approve request from Public Works Director to approve low bid in the amount of \$42,895.50 with Prairie Road Builders, Inc. for seal coating on Shipp St. as budgeted for FY19. Ayes-Five. Motion carried.

Seible/Bender to approve Ordinance 660 amending the provisions to Chapter 147.09 Storm Water Management Fees, second reading. Roll call vote: Ayes-Five.

Discussion: Prohibition on Discharge of Storm Water & Ground Water to City Sanitary. Mayor Faas stated that the draft had been updated since the last meeting, but Laura has additional information regarding financial assistance. City Attorney, Laura Folkerts, questioned including language in the ordinance to include financial assistance by assessment of homeowners property taxes, hiring a contractor to make the improvements, the application process for consideration, and the timeline for compliance. Councilor Dewater stated that if we were going to assess the homeowners property tax a contractor would have to perform the work. Mayor Faas stated that council would have to establish income guidelines for the applicants, possibly based on the same level as we currently use for hardship & grievance applicants. Councilor Walker stated that he would like to see the same guidelines used as the hardship & grievance board. Councilor Seible requested we set the compliance time-frame to six months. Mayor Faas requested the language to read 180 days instead of six months. Dewater questioned how many homeowners would be

impacted by ordinance. The Mayor responded that he didn't have any numbers yet but Waste Water Foreman Chris Even would be able to supply an estimation. Mark Atkins, 909 3rd Ave., stated that his basement was five-foot underground and doesn't need a sump pump. Mayor responded that if you don't need a sump pump you wouldn't have to install one. Bill Nichols, 221 Oakwood Dr., stated that he didn't have footing drains or a sump. Mayor responded that we wouldn't need you to do anything. Walker stated that we needed to be clear that it is storm water only, not gray water.

Public Discussion: non-agenda items: Mark Atkins, 909 3rd Ave., was concerned that the city engineer was not communicating with the city regarding his property easement/repairs. Loraine Atkins, 625 River Forest Rd., questioned if the easement on her property would be re-seeded. Mayor Faas responded that the easements were re-Hydro drill seeded last fall, it will take some time for the lawns to fully come back.

Mayor/Council Reports: Mayor Faas updated council on the following: a developer has shown interest in the land across the street; EEDC will provide a presentation at the next council meeting regarding the surveys received by our residents; Building Inspector, Brian Wirtz out tomorrow at a nuisance abatement conference that will address a lot of the issues cities are experiencing. He also stated that we have a new animal control officer, Wanda Adams, that will be working evening and weekend shifts. Councilor Dewater questioned what Brian was driving. Mayor responded city truck. Councilor Seible questioned if the River Forest Road Reconstruction Project was completed. Mayor Faas responded no, and that he was giving CGA and PCI until the end of May to finish.

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

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

Date: 05-29-18

To whom it may concern,

I was thinking of having a customer appreciation party at my place of business, Sheetz Towing, 3657 Lafayette. I was thinking of having the party June 30th starting about 4:00 p.m. and lasting until about 10:30 p.m.

I would like to have a band playing live music during the times mentioned above. I am unsure if I need a permit or just the permission of the council to have the appreciation day that I have planned. If anything further is needed please feel free to contact me at my business ph. 235-0928.

Sincerely,

Josh Brustkern

Sheetz Towing

Applicant License Application (LC0032024)

Name of Applicant: <u>Hootchies, Inc.</u>		
Name of Business (DBA): <u>Hoochies</u>		
Address of Premises: <u>827 Central</u>		
City <u>Evansdale</u>	County: <u>Black Hawk</u>	Zip: <u>50707</u>
Business	<u>(319) 226-5880</u>	
Mailing	<u>827 Central</u>	
City <u>Evansdale</u>	State <u>IA</u>	Zip: <u>50707</u>

Contact Person

Name <u>Shelly Brustkern</u>	
Phone: <u>(319) 239-8356</u>	Email <u>sbrustkern1@mchsi.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 06/26/2018

Expiration Date: 06/25/2019

Privileges:

- Class C Liquor License (LC) (Commercial)
- Outdoor Service
- Sunday Sales

Status of Business

BusinessType: <u>Limited Partnership</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Mike Brustkern

First Name: Mike **Last Name:** Brustkern
City: Waterloo **State:** Iowa **Zip:** 50703
Position: Owner
% of Ownership: 50.00% **U.S. Citizen:** Yes

Shelly Brustkern

First Name: Shelly **Last Name:** Brustkern
City: Waterloo **State:** Iowa **Zip:** 50703
Position: Owner
% of Ownership: 40.00% **U.S. Citizen:** Yes

Josh Brustkern

First Name: Josh **Last Name:** Brustkern
City: Waterloo **State:** Iowa **Zip:** 50707

Position: Owner

% of Ownership: 10.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:	<u>Founders Insurance Company</u>		
Policy Effective Date:	<u>06/26/2018</u>	Policy Expiration	<u>06/26/2019</u>
Bond Effective		Dram Cancel Date:	
Outdoor Service Effective		Outdoor Service Expiration	
Temp Transfer Effective		Temp Transfer Expiration Date:	

Applicant License Application (LA0000332)

Name of Applicant: <u>Evansdale Amvet Post #31</u>		
Name of Business (DBA): <u>Carl Letney Amvet Post #31</u>		
Address of Premises: <u>706 Colleen Ave</u>		
City <u>Evansdale</u>	County: <u>Black Hawk</u>	Zip: <u>5070700</u>
Business <u>(319) 234-9688</u>		
Mailing <u>706 Colleen Avenue</u>		
City <u>Evansdale</u>	State <u>IA</u>	Zip: <u>507070000</u>

Contact Person

Name <u>Gary Sauser</u>	
Phone: <u>(319) 269-1155</u>	Email <u>amvetpost31@aol.com</u>

Classification Class A Liquor License (LA) (Private Club)

Term:12 months

Effective Date: 07/22/2018

Expiration Date: 07/21/2019

Privileges:

- Class A Liquor License (LA) (Private Club)
- Outdoor Service
- Sunday Sales

Status of Business

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

Ownership

david cummings

First Name: david **Last Name:** cummings
City: evansdale **State:** lowa **Zip:** 50707
Position: commander
% of Ownership: 0.00% **U.S. Citizen:** **Yes**

Gary Sauser

First Name: Gary **Last Name:** Sauser
City: Evansdale **State:** lowa **Zip:** 50707
Position: Finance Officer
% of Ownership: 0.00% **U.S. Citizen:** **Yes**

Insurance Company Information

Insurance Company: <u>Integrity Insurance</u>
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Insurance Company: Integrity Insurance

Policy Effective Date: 07/22/2018

Policy Expiration 07/22/2019

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Applicant License Application ()

Name of Applicant: <u>Evansdale Chamber of Commerce</u>		
Name of Business (DBA): <u>Evansdale Chamber of Commerce</u>		
Address of Premises: <u>911 South Evans</u>		
City <u>Evansdale</u>	County: <u>Black Hawk</u>	Zip: <u>50707</u>
Business <u>(319) 231-8463</u>		
Mailing <u>911 Central Ave</u>		
City <u>Evansdale</u>	State <u>IA</u>	Zip: <u>50707</u>

Contact Person

Name <u>Dona Frickson</u>		
Phone: <u>(319) 231-8463</u>	Email <u>dfrickson@mchsi.com</u>	

Classification Class C Liquor License (LC) (Commercial)

Term: 5 days

Effective Date: 07/27/2018

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Status of Business

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

Ownership

Dona Frickson

First Name: Dona

Last Name: Frickson

City: Evansdale

State: Iowa

Zip: 50707

Position: President

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Founders Insurance Company</u>		
Policy Effective Date: <u>07/27/2018</u>	Policy Expiration <u>08/01/2018</u>	
Bond Effective	Dram Cancel Date:	
Outdoor Service Effective	Outdoor Service Expiration	
Temp Transfer Effective	Temp Transfer Expiration Date:	

<https://tax.iowa.gov>

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

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

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S GENERAL STORE# 1084

Physical Location Address 3601 LAFAYETTE City EVANSDALE ZIP 50707

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Business Phone Number 3192353002

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORE, INC.

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA FISHER@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

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

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other

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

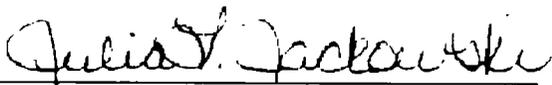
Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) JULIA L. JACKOWSKI, SECRETARY
FOR CASEY'S MARKETING

Name (please print) _____

Signature _____

Date _____

Signature 

Date 05/01/2018

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit:
- Fill in the date the permit was approved by the council or board:
- Fill in the permit number issued by the city/county:
- Fill in the name of the city or county issuing the permit:

• New Renewal

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

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

<https://tax.iowa.gov>

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

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

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S GENERAL STORE# 2864

Physical Location Address 1038 RIVER FOREST RD City EVANS DALE ZIP 50707

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Business Phone Number 3192352591

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORE, INC.

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA FISHER@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

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

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other

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

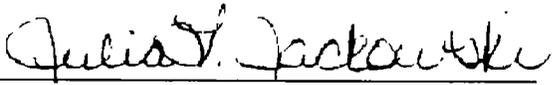
Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) JULIA L. JACKOWSKI, SECRETARY
FOR CASEY'S MARKETING

Name (please print) _____

Signature _____

Date _____

Signature 
Date 05/01/2018

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 01/01/2018 through June 30, 2019

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

Business Information:

Trade Name/DBA Dollar General Store #1458
Physical Location Address 3715 Lafayette Rd. City Evansdale ZIP 50707
Mailing Address 100 Mission Ridge City Goodlettsville State TN ZIP 37072
Business Phone Number 319 287.5603

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Dolgen Corp LLC
Mailing Address 100 Mission Ridge City Goodlettsville State TN ZIP 37072
Phone Number 615.855.4000 Fax Number 817.369 4130 Email tax-beer-and-wine@licensing@dollargeneral.com

Retail Information:

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

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

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

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

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

Name (please print) Katie Durham Name (please print) _____
Signature Katie Durham Signature _____
Date 5/9/18 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

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

Business Information:

Trade Name/DBA Fareway Stores, Inc. # 67

Physical Location Address 215 South Evans Road City EVANSDALE ZIP 50707

Mailing Address 215 South Evans Road City EVANSDALE State IA ZIP 50707

Business Phone Number 319 287-5142

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP Fareway Stores, Inc.

Mailing Address PO Box 70 City Boone State IA ZIP 50036

Phone Number 515-433-5336 Fax Number 515-433-4416 Email twilson@farewaystores.com

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

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

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other

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

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

Name (please print) FREDERICK R. GOETNER

Name (please print) _____

Signature *Frederick R. Goetner*

Signature _____

Date 4/13/18

Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

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

Business Information:

Trade Name/DBA KWIK STAR 0278
Physical Location Address 100 W Gilbert Dr City Evansdale ZIP 50707-1902
Mailing Address PO Box 2107 City La Crosse State WI ZIP 54602-2107
Business Phone Number 319-232-2110

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Kwik Trip, Inc. Mailing
Address PO Box 2107 City La Crosse State WI ZIP 54602-2107
Phone Number 608-791-7385 Fax Number 608-793-6120 Email Licensingdept@kwiktrip.com

Retail Information:

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

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

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

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

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

Name (please print) Donald P. Zietlow Name (please print) _____
Signature *Donald P. Zietlow* Signature _____
Date MAY 18 2018 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: 75.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Evansdale
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
• Email: iapledge@iowaabd.com
• Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

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

Business Information:

Trade Name/DBA Pilot Travel Center # 637
Physical Location Address 445 Evansdale Drive City Evansdale ZIP 50707
Mailing Address Attn: Tax Dept PO Box 10146 City Knoxville State TN ZIP 37939
Business Phone Number 319-291-7714

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Pilot Travel Centers LLC
Mailing Address Attn: Tax Dept PO Box 10146 City Knoxville State TN ZIP 37939
Phone Number 865-588-7488 Fax Number 865-297-1203 Email Kevin.crawford@pilottravelcenters.com

Retail Information:

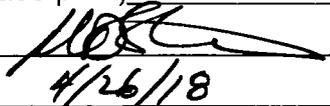
Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

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

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

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

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

Name (please print) Mitchell Streenrod SVP, CFO Name (please print) _____
Signature  Signature _____
Date 4/26/18 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$7500 043293997
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Evansdale
- New Renewal

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) July 1 2018 through June 30, 2019

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

Business Information:

Trade Name/DBA Pronto Market
Physical Location Address 3452 LAFAYETTE RD City EVANSDALE ZIP 50707
Mailing Address SAME City _____ State _____ ZIP _____
Business Phone Number 319 232 8201

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP J'S ENTERPRISES, INC
Mailing Address 3452 LAFAYETTE RD City EVANSDALE State IA ZIP 50707
Phone Number 319 232 8201 Fax Number _____ Email _____

Retail Information:

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

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

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other NO

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

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

Name (please print) Frederick N. Jones Name (please print) Glenda K. Jones
Signature Frederick N. Jones Signature Glenda K. Jones
Date 5-8-18 Date 5/8/18

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2018 through June 30, 2019

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

Business Information:

Trade Name/DBA Noor Inc
Physical Location Address 3594 Lafayette Rd City Evansdale ZIP 50707
Mailing Address 3594 Lafayette City Evansdale State IA ZIP 50707
Business Phone Number _____

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Shahbaz Ahmad
Mailing Address _____ City _____ State _____ ZIP _____
Phone Number (319) 504-5158 Fax Number _____ Email ahmadshahbaz1969@gmail.com

Retail Information:

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

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

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

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

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

Name (please print) SHAHBAZ AHMAD Name (please print) _____
Signature [Signature] Signature _____
Date 5/18/18 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 75⁰⁰
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

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

Business Information:

Trade Name/DBA STATION MART # 2
Physical Location Address 1119 RIVER FOREST RD City EVANSDALE ZIP 50707
Mailing Address 1119 RIVER FOREST RD City EVANSDALE State IA ZIP 50707
Business Phone Number 319-232-2290

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP UNITED MART INC
Mailing Address 1119 RIVER FOREST RD City EVANSDALE State IA ZIP 50707
Phone Number 319-232-2290 Fax Number _____ Email Toba 786@gmail.com

Retail Information:

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

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

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

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

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

Name (please print) FAIZA FAROOQUI Name (please print) _____
Signature [Signature] Signature _____
Date 5/29/2018 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

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

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

R²S – Recreation Research & Service

***Work Program for
Conducting a Quality of Life and Leisure Survey:
Evansdale, Iowa – Evansdale Economic Development
Corporation***

Survey Report

City of Evansdale
A City of Good Neighbors



Submitted to:

Evansdale Economic Development Corporation Board

Submitted by:

Recreation Research & Service (R2S)
Division of Leisure, Youth, and Human Services
School of Kinesiology, Allied Health & Human Services
University of Northern Iowa

Research Coordinator and Project Supervisor:

Christopher Kowalski, Ed.D.
Division of Leisure, Youth, and Human Services
School of Health, Physical Education, & Leisure Services,
University of Northern Iowa
Kowalski@uni.edu

May 11, 2018



239 Wellness/Recreation Center | Cedar Falls, Iowa 50614-0241 | Phone 319.273.3528 |
Fax 319.273.5958 | <http://www.uni.edu/step/>

Quality of Life and Leisure Survey: Evansdale, Iowa – Evansdale Economic Development Corporation Survey Report – Executive Summary

- Respondents noted that if action steps are taken to develop, retrofit, or upgrade recreation facilities or amenities, they would most often use improved walking/biking trails/paths, an indoor gathering space for up to 50 people, an indoor fitness space for classes, and lighted walking trails with fitness stations.
- Over half of the respondents (55%) indicated they would be willing to financially support efforts to develop, retrofit or upgrade new/existing recreation facilities and amenities in Evansdale.
- The Evansdale city parks and recreation areas that received the most visitation within the past 12 months included the City Bike Trails, Meyers Lake Park, the Evansdale Youth Softball Complex, and Angels Island Park.
- Over 65% of the respondents felt that the quality of city parks, recreational facilities areas in Evansdale were either excellent or good.
- Respondents indicated that they and their families would participate in fitness classes, concerts or a dinner theater, and a volleyball league if those recreational activities and services were offered in Evansdale.
- When asked about the quality of the Evansdale Library, over half of the respondents (54%) felt that it was either excellent or good.
- Respondents were asked about their feelings regarding the steps to take in association with the newly acquired city property on Lafayette Road in Evansdale. Nearly two-thirds of the respondents (68%) indicated it should be converted into retail or commercial space. Nearly 40% of the respondents felt it should be converted into green space for special events and activities.
- Respondents were asked about what information sources/outlets they use to learn about what occurs in Evansdale. Nearly 80% of respondents indicated their friends are a source of information for news, events, and activities in Evansdale, followed by the television and the local newspaper. The Evansdale newsletter and local business bulletin boards were conduits of information for respondents as well.

Introduction

The Evansdale, Iowa community is home to a number of city park and recreation areas and facilities. An array of recreational programs and activities also exist for a great number of residents. In an effort to continue to provide the most up-to-date services, facilities, amenities, and programs, the Evansdale Economic Development Corporation wanted feedback from residents regarding parks and recreation area usage rates, quality of life and leisure opportunities, and future growth in Evansdale. Therefore, the purpose of this project was to document a number of factors associated with the Evansdale community, such as how residents learn about news in Evansdale, would residents financially support future recreational endeavors, and what could be future areas of growth within Evansdale. This report includes a summary of recreation needs and preferences of the citizens of Evansdale, and provides citizen recommendations for developing, maintaining, and improving existing and future services.

Method

Data was collected using mail surveys, which is the most common needs assessment technique (Altschuld & Witkin, 1999; DiGrino & Whitmore, 2005). It is suitable for gathering large samples of responses (McKillip, 1987); identifying citizens' both current and desired recreation opportunities (Altschuld & Witkin, 1999); and examining changing preferences of the members (DiGrino & Whitmore, 2005). A simple random sampling was selected to gain representative preferences and opinions of the members (Leedy & Ormrod, 2005; Mitra & Lankford, 1999; Salant & Dillman, 1994).

A list of Evansdale, Iowa household mailing addresses were provided by the Evansdale Economic Development Corporation. The sample consisted of 800 randomly selected Evansdale, Iowa households. Surveys were distributed during April 2018. The sample size of 800 greatly exceeds the sample size ($n = 397$) that is sufficient to represent the population in +5% sampling error (Salant & Dillman, 1994; Yamane, 1967). The sample received an uncompleted questionnaire and a postage-paid envelope addressed to Recreation Research & Service (R2S). The initial mailing was followed up with postcard reminders for voluntary completion. Table 1 displays the response rate for the mail-out surveys. The total sample size for the mail survey was 800 and the response size was 163; the response rate was 20% ($n = 163$).

Table 1. *Survey Distribution*

Sample size and Outcome	Number
Mail Survey Size	800
Outcome	
Mail Surveys Returned	163
Response Rate	20%

Demographics

Characteristics of the Sample Household

A sample household size ranged from 1-7 people. The greatest number of sample households had two people living in them (45%). Regarding gender, 75% of the sample households had at least one female living in them (n= 126), and nearly 70% of the sample households (n= 107) had at least one male living in them. The sample households were mainly comprised of residents ages 65+ years (n= 82), followed by 55-64 years old (n= 69), and 35-44 years old (n= 41). The complete breakdown of the characteristics associated with the sample households are illustrated in Figures 1-3.

Figure 1. Number of People in Sample Household

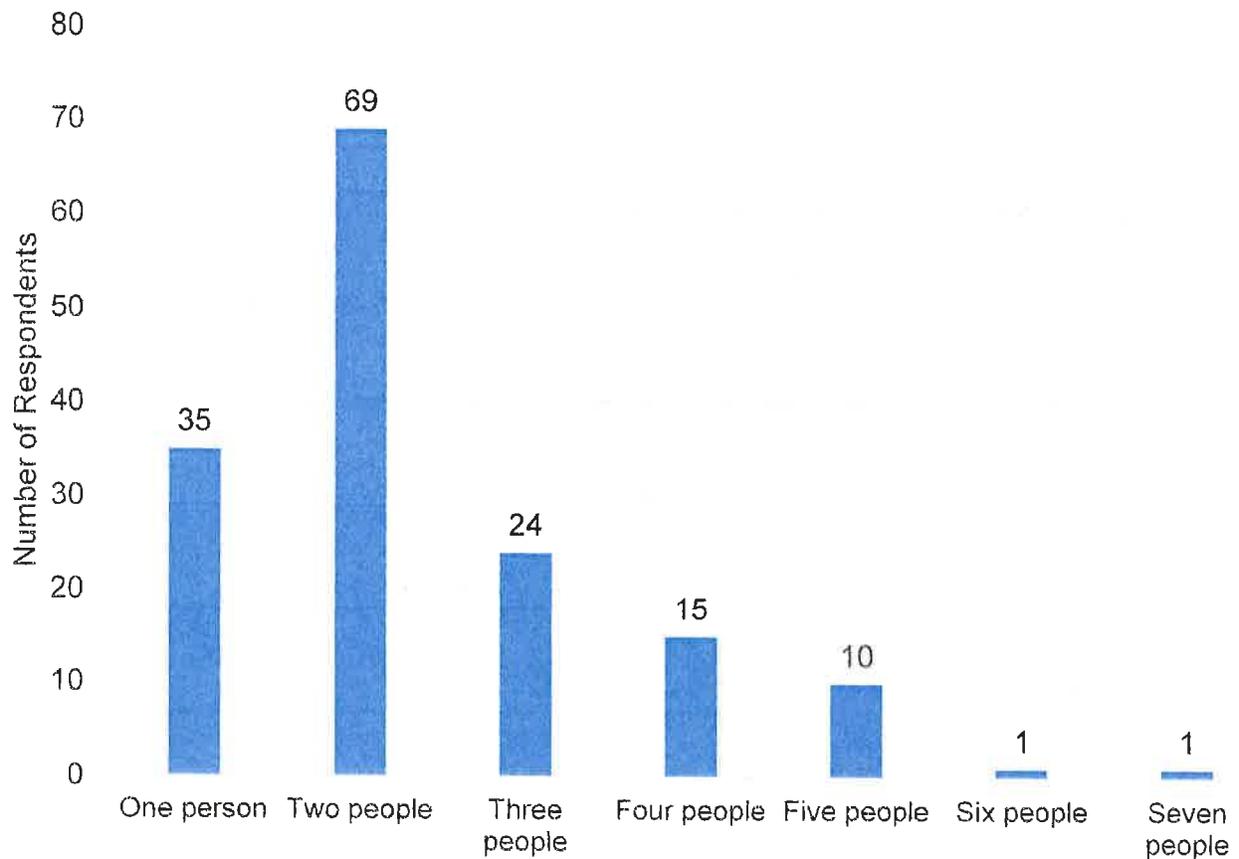


Figure 2. Number of Females and Males in Sample Household

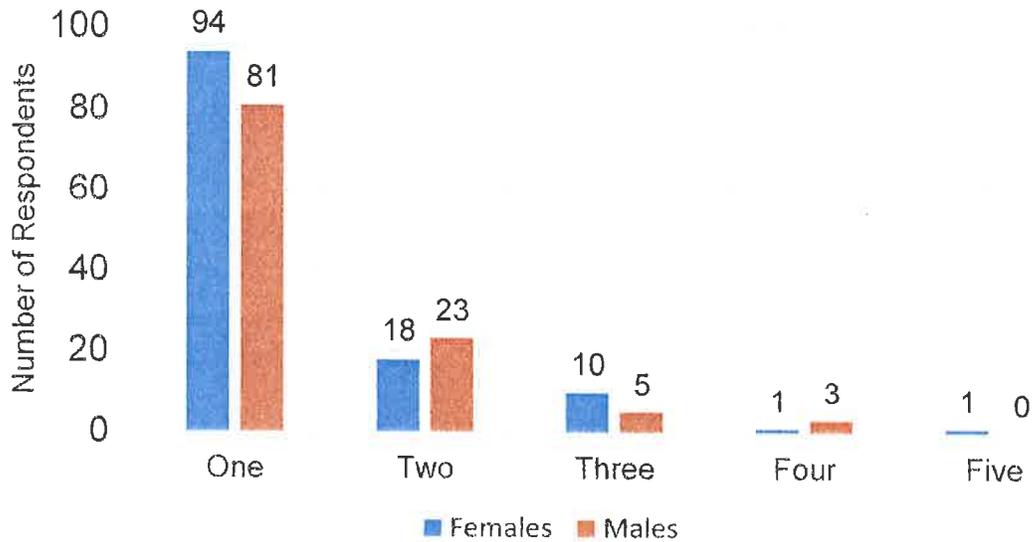
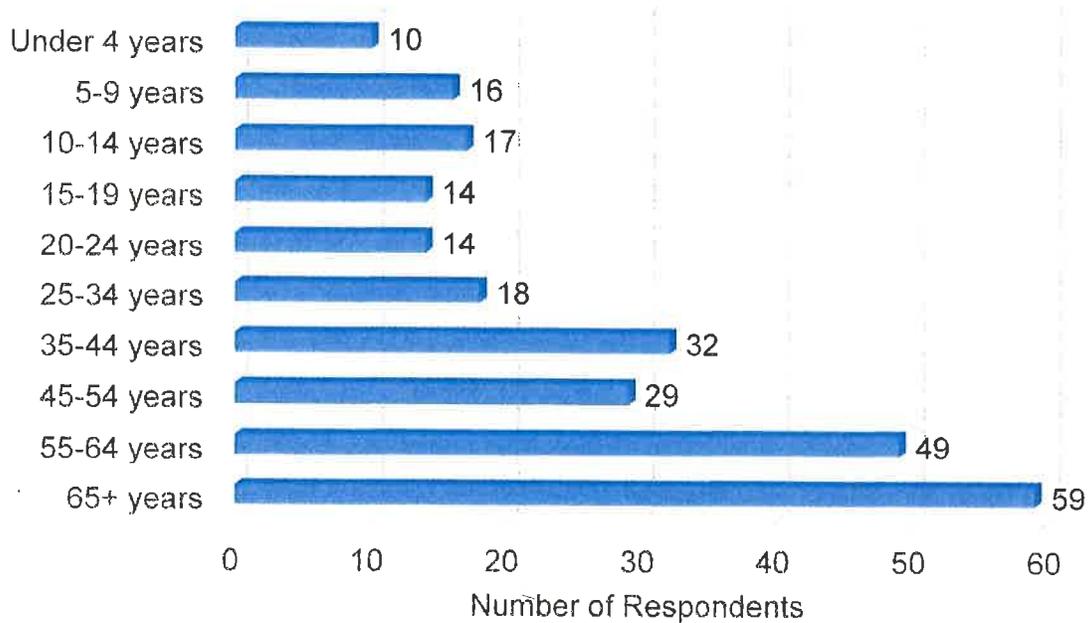


Figure 3. Age Representation in Sample Household (by Years)



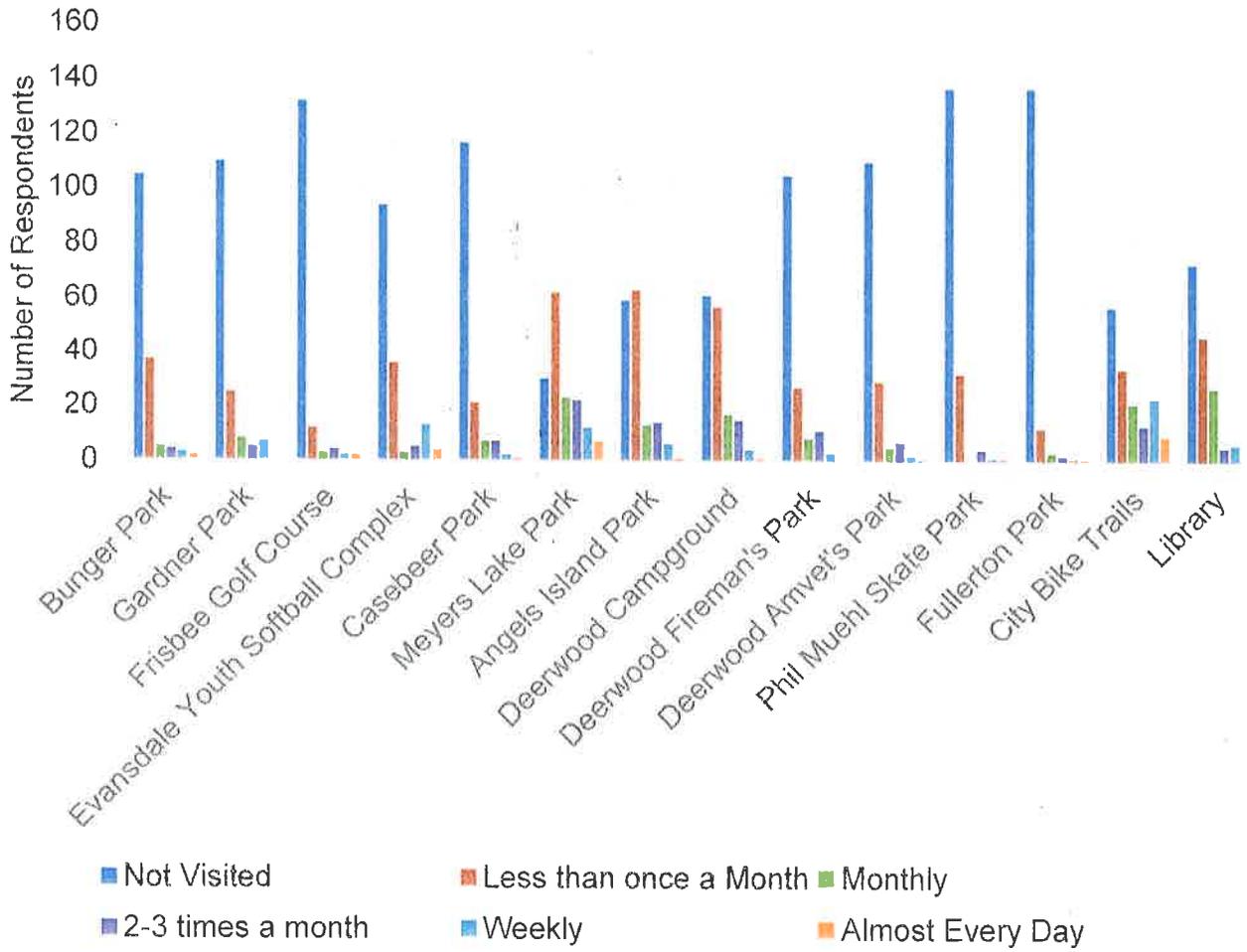
Current levels of Use

This section summarizes the current use of city parks, recreation facilities and areas in Evansdale, Iowa. In this section, four specific research areas are discussed. The first research area includes the current usage of city parks, recreation facilities and areas within Evansdale, as well as frequency of usage within the past year. The second research area includes an exploration of respondents' feelings regarding the quality of city parks, recreation facilities and areas in Evansdale. The third research area illustrates respondents' feelings regarding the quality of the Evansdale Library. The fourth research area illustrates what respondents would like to see regarding the property on Lafayette Road acquired by the City of Evansdale.

Current usage of city parks, recreational facilities and areas

All of the parks, recreational facilities and areas listed received a variety of traffic within the past year. The city parks, recreation facilities and areas that received the most visitations on a regular basis (i.e., 2-3 times a month, weekly, almost every day) included the Evansdale City Bike Trails, Meyers Lake Park, the Evansdale Youth Softball Complex, and Angels Island Park. The overall results are displayed in Figure 4.

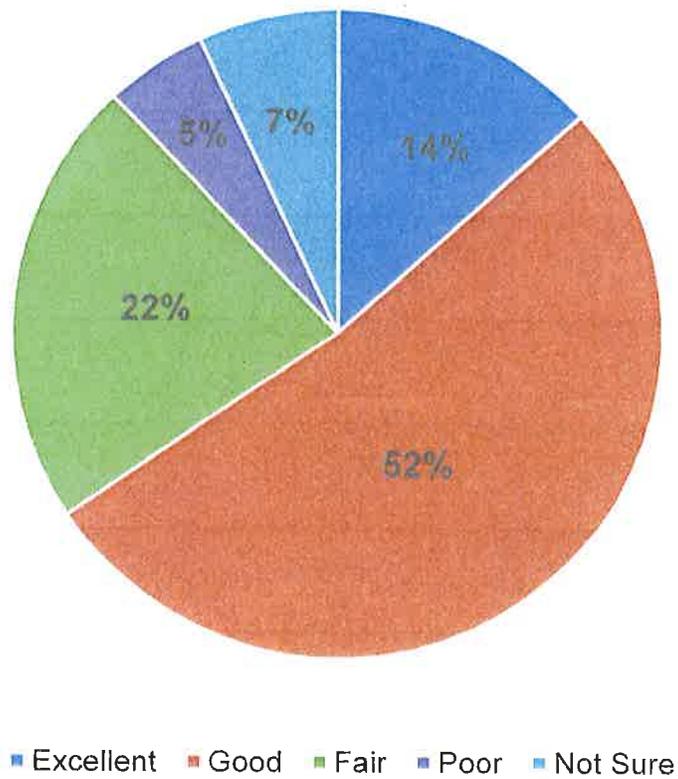
Figure 4. Current Usage Rates



Quality of city parks, recreation facilities, and areas

Respondents were asked to provide their assessment of the quality of city parks, recreation facilities and areas within Evansdale. Over 65% of the respondents felt that the quality of city parks, recreation facilities and areas was either excellent or good (n= 103); only 5% of the respondents felt that city parks, recreation facilities and areas were of poor quality (n= 8). The total results are listed in Figure 5.

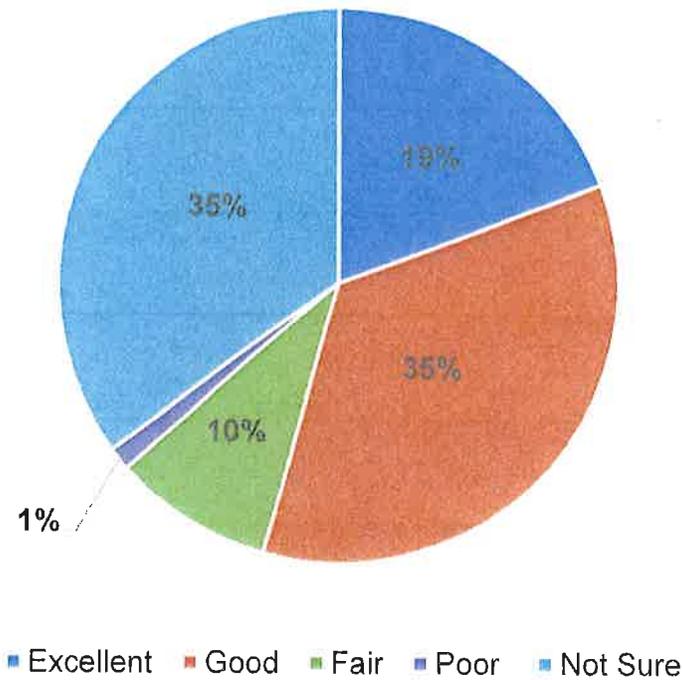
Figure 5. Quality of City Parks, Recreation Facilities and Areas



Quality of the Evansdale Library

Respondents were asked to provide their insight on the quality of the Library in Evansdale. Over half of the respondents (54%, n= 82) felt that the quality of the Evansdale Library was either excellent or good; only 1% (n= 2) of the respondents felt that the Library was of poor quality. The overall results are listed in Figure 6.

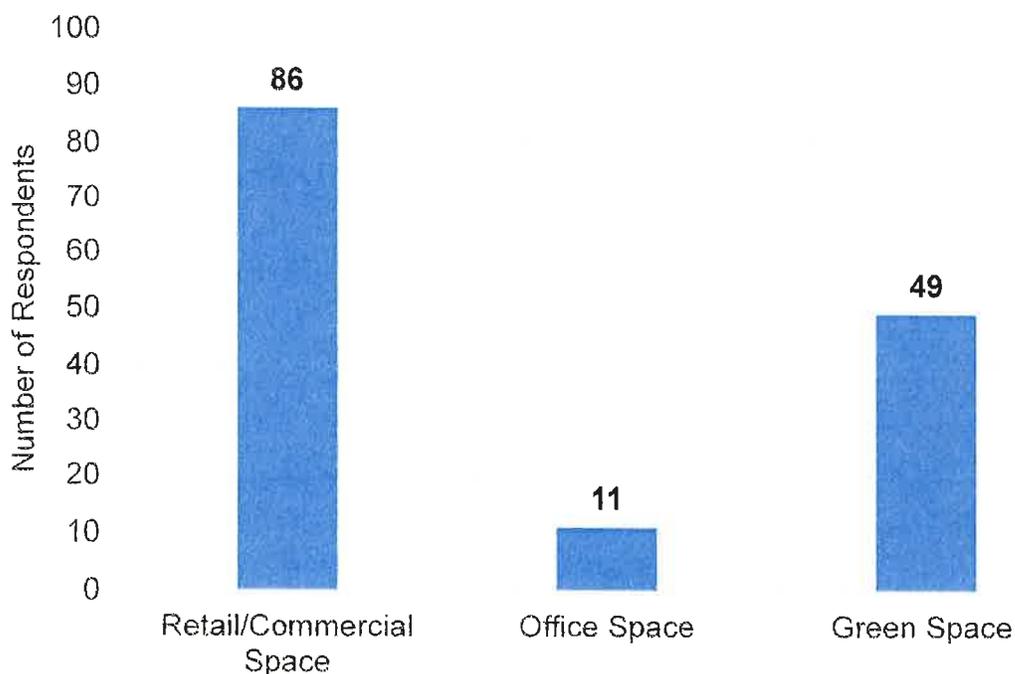
Figure 6. Quality of Evansdale Library



What to do with the newly acquired city property on Lafayette Road?

Respondents were asked to provide their feelings generally and specifically regarding what they would like to see done with the property on Lafayette Road that the City of Evansdale recently acquired. Most of the respondents were interested in seeing the property converted into retail/commercial space (68%, n= 86) or green space (39%, n= 49). The overall results are illustrated in Figure 7.

Figure 7. What to do with the Lafayette Property?



Recreational Facilities, Amenities, and Activities/Services– Preferences and Suggestions

This section evaluates respondent’s preferences and suggestions of what they would like to see in the Evansdale community. The first part of this section summarizes potential recreation facilities and amenities respondents would use. The second part of this section delineates what potential recreational activities/services citizens would participate in if available in Evansdale. The third and final part of this section outlines if citizens would be willing to financially support potential recreation facilities, amenities and areas.

Potential recreation facilities and amenities

Respondents were shared a list of recreational facilities and amenities that the city of Evansdale is exploring regarding construction and development, including options of upgrading existing infrastructure. Respondents were asked to review the list and identify all options members of their household would use. The top four choices were improved walking/biking trails/paths (n= 84), an indoor gathering space for up to 50 people (n= 69), an indoor fitness space for classes (n= 66), and lighted walking trails with fitness stations (n= 59). There were 20 responses in the “Other” category; several respondents indicated a desire for facilities or amenities such as an upgraded disc golf course, swimming pool, tennis courts, and a roller-skating rink. Respondents were then presented with a list of recreational activities/services and asked which options their household would use most often if offered in

Evansdale. The options with the highest frequency of responses included fitness classes (n= 80), concerts or dinner theater (n= 62), and a volleyball league (n= 27). The total results are displayed in Figures 8 and 9.

Figure 8. Potential Recreation Facilities and Amenities

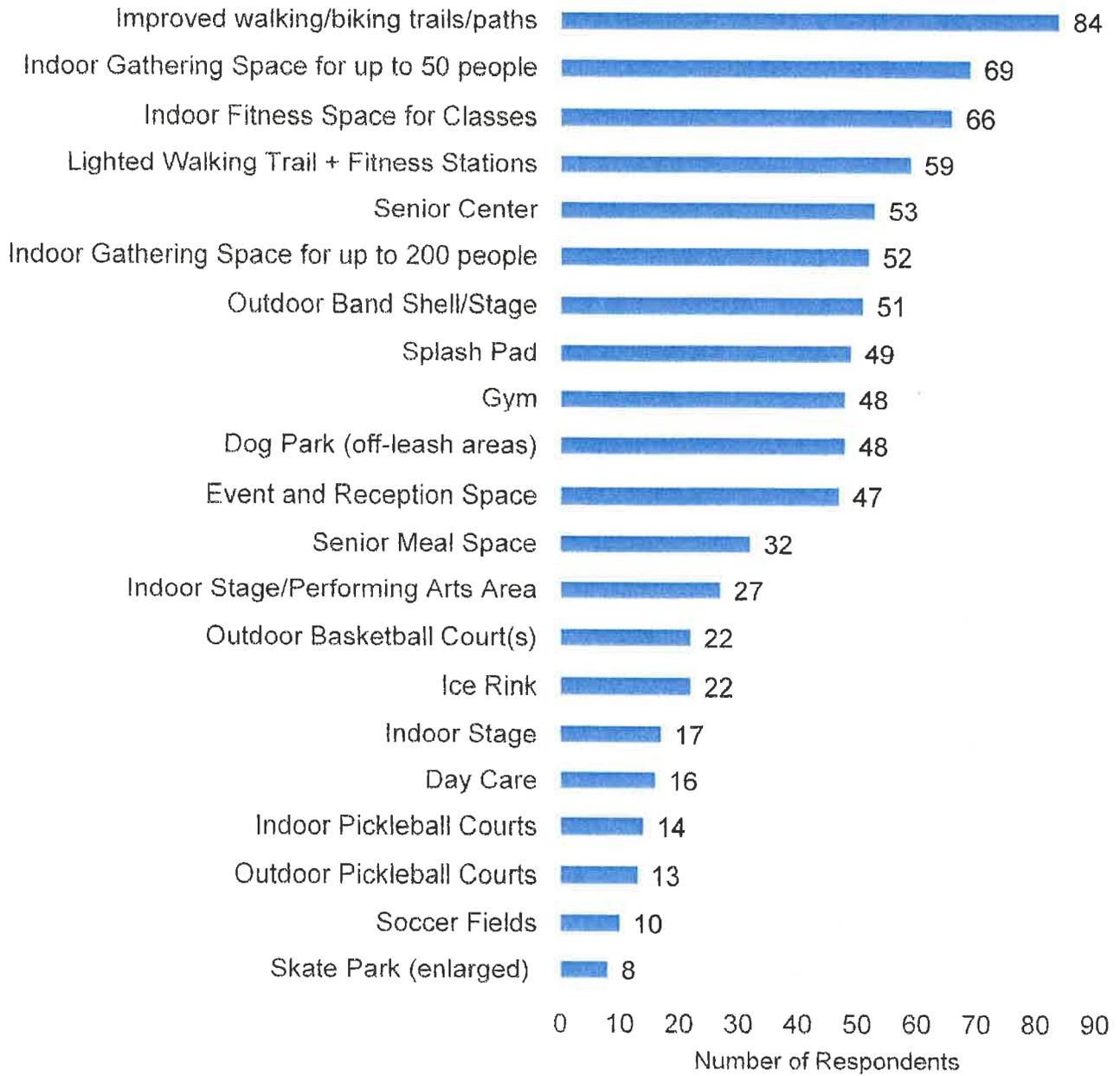
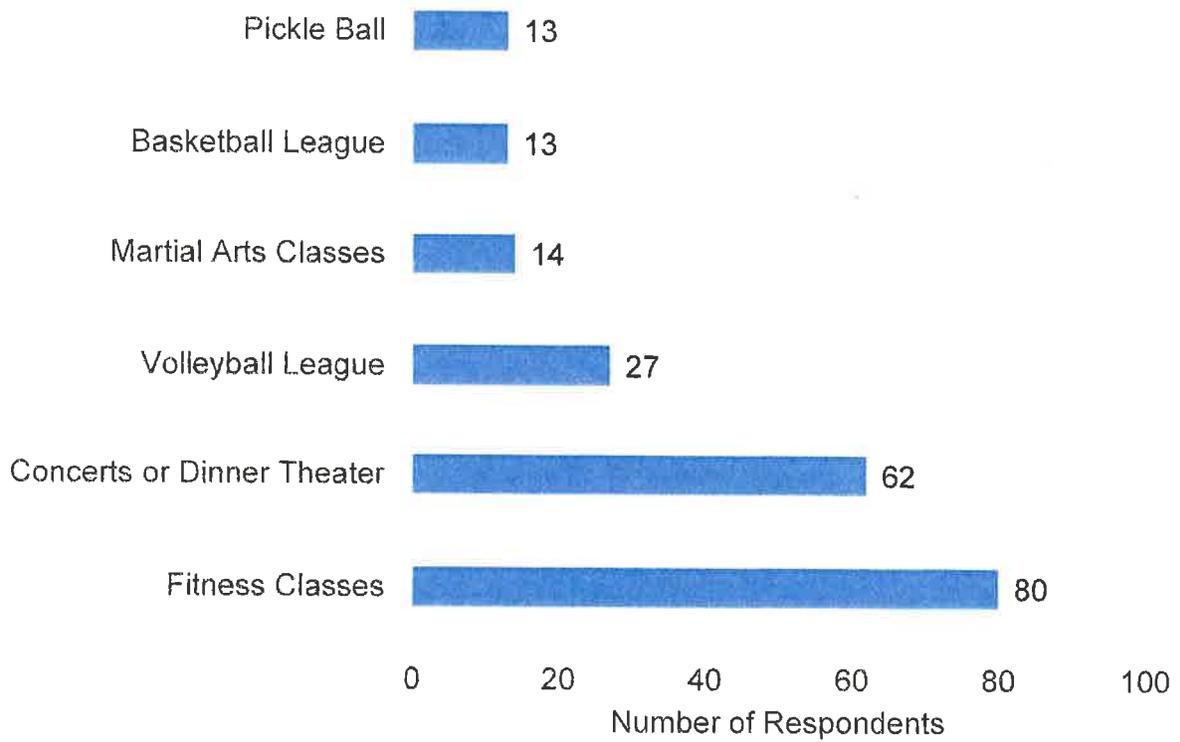


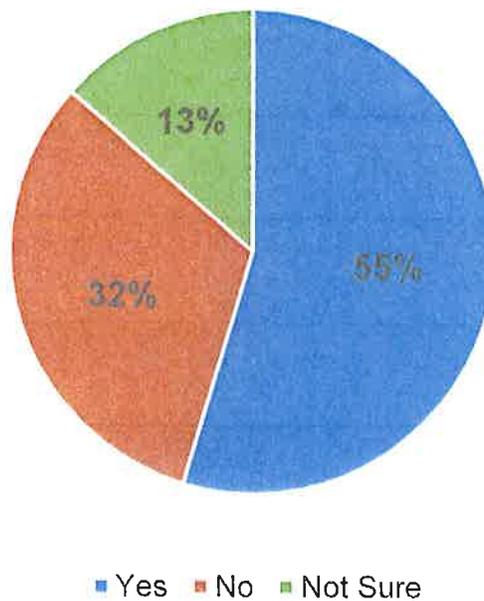
Figure 9. Potential Recreational Activities/Services



Financial Support

Respondents were asked if any new recreation facilities and amenities were developed in Evansdale, would they be willing to financially support the efforts. The results indicated that 55% of the respondents would be willing to financially support the efforts (n= 89), 32% of the respondents would not be willing to financially support the efforts (n= 52), and 13% of the respondents did not indicate a preference (n= 22). Total results are displayed in Figure 10.

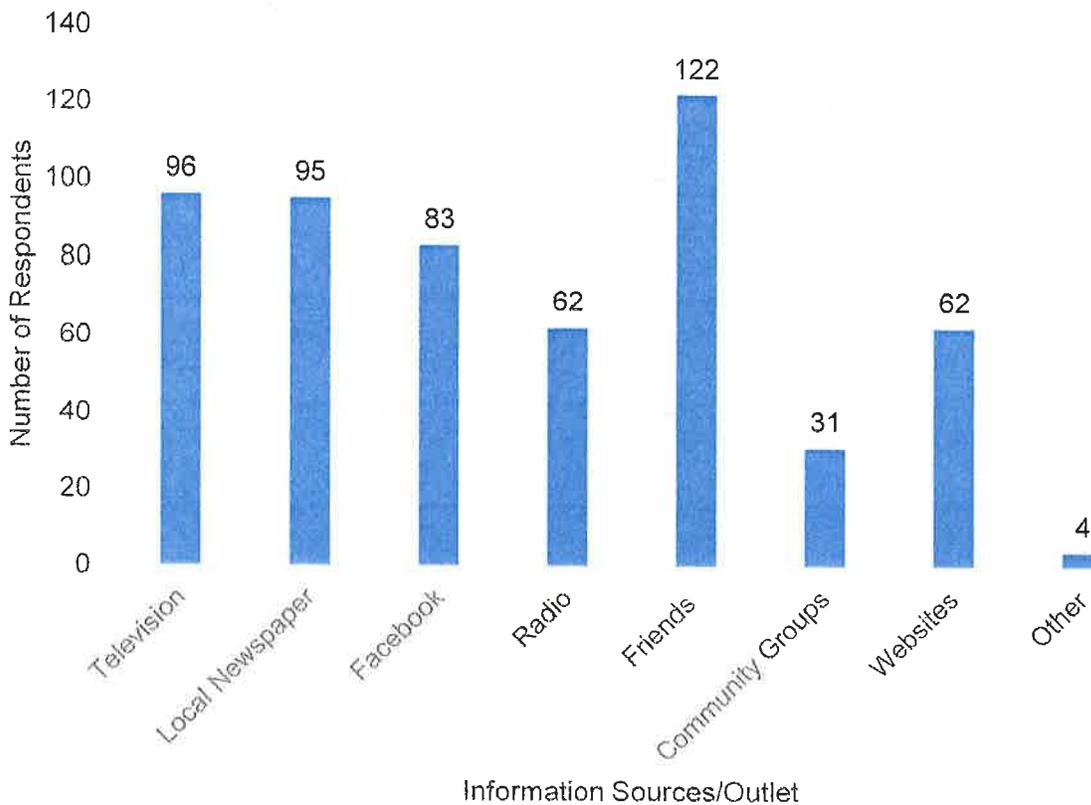
Figure 10. Financial Support for Future Recreation Facilities and Amenities



How do you hear about events/activities/news in Evansdale?

Respondents were asked about which sources/outlets of information they use to learn about local events, activities, and news in Evansdale. All of the information sources/outlets listed were used by a portion of the respondents. The information sources/outlets that respondents used most often included friends (79%, n= 122), the television (62%, n= 96), and the local newspaper (61%, n= 95). A few respondents indicated sources/outlets in the "Other" category, including the Evansdale newsletter and bulletin boards in businesses. Total results are listed in Figure 11.

Figure 11. Information Sources/Outlets used in Evansdale



Additional Citizen Comments

This section outlines written feedback from respondents associated with their impressions of the city parks, recreational facilities and areas, programs and other community items within Evansdale. The written feedback was associated with a handful of questions included on the Quality of Life and Leisure Survey.

Multiple respondents adversely commented on the quality and condition of the city parks and recreation areas in Evansdale. General comments included (a) a lack of cleanliness; (b) grass not mowed often enough/branches not removed; (c) parks needing more care/repairs (i.e., Angels Park, Meyers Lake Park, Casebeer Park); (d) old/outdated equipment needing repairs + concern for personal safety on equipment; (e) smaller parks have accessibility issues for those who have mobility challenges (i.e., need more hard surfacing in parks); and (f) a concern for personal safety with local dogs. A few respondents commented that they go to Waterloo for their recreation needs.

Conversely, there were also a number of respondents' comments in support of the quality and condition of the city parks and recreation areas in Evansdale. Generally, comments included that (a) city parks and recreation areas were clean and well-cared for; (b) they loved the bike trails; (c) they enjoyed spending time at Deerwood Campground, Angels Park, and Meyers Lake Park; and (d) the playground at Gardner Park was great. Specifically, one respondent stated he/she was "unaware of how many options existed in Evansdale, and will have to check them out".

Many respondents commented on what would like to be seen with the Evansdale Library in the future. Comments included (a) more computers, computer/technology classes, and a scanner for the Library; (b) a bigger building with more space/lighting to do programming and provide privacy for reading; (c) a plethora of programming opportunities, including youth programs, community programs, a book club, and gardening classes; and (d) improvement in the offerings of the Library, such as a better book selection, Cedar Falls and Waterloo Directories, nonfiction audiobooks, graphic novels, magazines, and more current DVDs. One respondent highlighted that the Library needs a better marketing/promotional plan to attract more visitors. There were also a number of respondents who said the Library was nice and a good place to visit.

Respondents' comments included a wide range of future ideas regarding what to do with the Lafayette Road property. Recreation and leisure-wise, options included (a) fitness center; (b) dog park; (c) splash pad; (d) youth programming space; (e) greenhouse/flower garden and (f) memorial (no specific designation noted). Commercially speaking, options included (a) restaurants; (b) housing for seniors and/or younger citizens; (c) department store; (d) and a tanning/video store. A few respondents alluded to the fact that "another bar is not needed".

Finally, respondents commented on recreation activities/services they would participate in if offered in Evansdale. Many respondents' comments also included recreation facilities and areas. Options included (a) movie theater; (b) swimming pool/aquatic activities; (c) youth-based programming; (d) boat dock/launch for activities on the Cedar River, including fishing, boating, and paddleboarding; (e) roller-skating rink; (f) ice rink; (g) bowling alley; (h) a

biking/running club; (i) free or reduced Deerwood Campground nights; (j) dance hall; (k) open air concerts so people can socialize; (l) tennis courts; and (m) dirt bike/4-wheeler racing/track area.

****Additional Project Note****

A recommendation from the R2S Project Team would be to develop an email distribution list of Evansdale residents. This could serve the community in multiple ways; an email distribution list could increase the amount of information sharing in association with Question #5 on the Quality of Life and Leisure Survey, as well as help promote any programming that may occur with the Evansdale Library (Questions #3-3A). Finally, it could help with distribution of surveys to gather information from Evansdale residents about steps moving forward regarding future community development. This type of list could be housed in a central database associated with the Evansdale City Administration.

RESOLUTION 6225

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

ALLEN OCC HEALTH	PD-MFPRSI PHYSICAL/FURMAN	895.00
ALLEN OCC HEALTH	PD-MFPRSI PHYSICAL	1,705.01
	AC-PRE-EMPLOYMENT PHYSICAL	139.00
	RU-2 PRE-EMPLOYMENT PHYSICALS	278.00
	TOTAL:	2,122.01
AMVETS POST #31	PD/FD-FLAGS	80.00
BLACK HAWK CO. EMS ASSOC	FD-2018 EMS DUES	50.00
BOUND TREE MEDICAL	FD-MEDICAL SUPPLIES	187.00
CENTURY LINK	SR-INTERNET	78.99
CITY OF WATERLOO	RU-JAN-MAR 18/DBQ LGHT INSPCTN	315.00
	RU-JAN-MAR 18/DORIS LGT INSPCTN	315.00
	RU-ER LOCATE @ EDALE DR/DORIS	87.33
	RU-RPRS DORIS/EDALE DR	184.25
	TOTAL:	901.58
CGA	ANGELS PARK BRIDGE	3,011.60
	DORIS DR CONST	4,178.60
	3RD AVE DRAINAGE	350.00
	RFR RECON	3,889.30
	WWTF IMPROVEMENT	2,130.20
	TOTAL:	13,559.70
COURIER	CH-5/1 MINS & BILLS/GARAGE SALE AD	164.27
COVENANT MEDICAL CENTER	FD-MEDICAL SUPPLIES	32.90
CURRAN HEATING & COOLING	PD/FD-WATER HEATER	720.00
EMERGENCY SERVICES MARKETING	FD-SUBSCRIPTION IAMRESPONDING	575.00
FAAS, DOUG	RMBRSE TRAVEL	41.97
FELD EQUIPMENT	FD-NAME PATCH/FIRE COAT	80.00
FRICKSON BACKHOE & TRUCKING	RU-BLACK DIRT/REPAIRS	500.00
I.N.R.C.O.G.	PY-COMPREHENSIVE PLAN RVW	910.00
	RU-NE IA CORRIDOR STUDY #1	121.29
	PY-CDBG PRJT MGMT	722.00
	RECORDING PROJ #11	7.00
	TOTAL:	1,760.29
IA DEPT OF NATURAL RESOURCES	SR-LAB CERTIFICATION FEE-EVEN	400.00
IOWA ONE CALL	RU/SR-APRIL LOCATES	25.80
LOCKSPERTS	CH-CHECK BACKDOOR LOCK	50.00
MENARDS	RU-SHOP SPLYS	77.76
	RU-SHOP SPLYS	25.53
	RU-2 UNIFORM SHIRTS	64.95
	RU-SHOP SUPPLIES	46.97
	RU-SHOP SUPPLIES	9.48
	SR-SPLYS/REMODEL TEST AREA	7.68
	SR-SUPPLIES TO REPLACE FAUCET	28.39
	TOTAL:	260.76
MID-STATES ORGANIZED CRIME	PD-MOCI MEMBERSHIP	100.00
MIDAMERICAN ENERGY	166 FELDT AVE/LIGHTING	6.46
NASCO	AC-CAPTURE SUPPLIES	442.49
NEUMAN, BEN	PD-RMBRSE LAW ENFORCEMNT CONF	71.39
OMNISITE	SR-ANNL WIRELESS SRV/LFT STN	142.16
OUTDOOR & MORE	RU-REPAIR ZERO TURN MOWER	217.82
	SR-60" MOWER BLADE	31.21
	SR-MULCHING BLADES FOR MOWER	25.58
	TOTAL:	274.61
P & K MIDWEST	PD-RPLC MOWER BLADES	217.21
POWERPLAN	RU-COOLANT FOR 544K	69.66
SCOT'S SUPPLY	RU-BOLTS/SHOP SUPPLIES	179.17
STAPLES	CH-OFFICE SUPPLIES	37.97
TAPCO	RU-BRACKETS FOR SIGNS	615.07
TEAM SERVICES	RU-CONCRETE TESTING	631.58
TESTAMERICA LABS	SR-MTHLY TESTING	424.50
U.S. CELLULAR	FD-CELL PHONE	37.40

	BI-CELL PHONE	89.57
	PK-CELL PHONE	37.17
	CH-CELL PHONE	73.32
	RU-CELL PHONE	192.68
	SR-CELL PHONE	50.17
	TOTAL:	480.31
USA BLUE BOOK	SR-SUPPLIES	274.52
UTILITY EQUIPMENT CO	RU-STORM WATER INTAKE-DORIS	248.31
VIETH CONSTRUCTION CO	RU-2017 PATCHING PROJ-DORIS DR.	81,168.26
VOLUNTEER CENTER OF CV	FY18 CONTRIBUTION	645.00
W & J ELECTRIC SERV	PD/FD-ELECTRICAL WRK/WATER HEATER	87.94
WEBER PAPER CO	PD-PAPER TOWELS	21.35
	FD-PAPER TOWELS	21.35
	LIB-CLEANING SUPPLIES/TISSUE	16.58
	PK-CLEANING SUPPLIES	1.79
	CH-CLEANING SUPPLIES/TISSUE	49.71
	TOTAL:	110.78
WEBER, PETER	FD-RMBRSE HOTEL-CONFERENCE	109.00
ZOLL MEDICAL	PD-BATTERIES FOR AED	86.07
	001 GENERAL FUND	10,707.06
	002 CAPITAL IMPROVEMENT	80.00
	005 STREETS	87,412.79
	110 ROAD USE TAX	2,483.28
	145 CDBG/REHAB PROGRAM	729.00
	302 2015 CAPITAL PROJECTS	3,889.30
	610 SEWER FUND	3,606.30
	GRAND TOTAL:	108,907.73

PREPAYS

82576	ADVANCED SYSTEMS	PY-COPIER CONTRACT	130.82
82577	CHARLES GABUS FORD	RU-DOWN PYMNT 2018 FORD F150	100.00
82578	WINDSTREAM	APRIL 2018 PHONE BILL	540.63
82579	BAKER & TAYLOR	LIB-BOOKS/VIDEOS/DVDS	1,437.47
82581	BOOK SYSTEMS	LIB-BARCODE LABELS	250.00
82582	CAPITAL ONE BANK	LIB-PSTG/OFFICE SPLY/PROGRAMNG/SFTWR	390.44
82583	DEMCO	LIB-PROGRAMMING/SPLYS/MINOR EQ	883.39
82584	JUNIOR LIBRARY GUILD	LIB-BOOKS/VIDEOS/DVDS	1,934.09
82585	MEDIACOM	INTERNET	542.42
82586	NATIONAL PEN CO	LIB-50TH ANNIVERSARY PENS	194.44
82587	SCHOLASTIC INC.	LIB-PROGRAMMING SUPPLIES	243.50
82588	SIGNS BY TOMORROW	LIB-50TH ANNIVERSARY SIGN	75.00
82589	VISA	PD-SEAT CUSHION #13	35.99
		PD-DRY GAS TANK/BREATHALIZ	115.00
		FD-EMT-CONF-HEHIR	200.00
		FD-AMB COLLECTIONS	19.95
		FD-RENEW EMT LICENSE	40.00
		PK-WATER HOOK UPS	55.02
		PY-HOTEL/IMFOA CONF/KOBLISKA	304.79
		CH-SUBSCRIPTION	13.00
		AC-CERTIFIED MAIL	6.70
		AC-CERTIFIED MAIL	6.70
		AC-CERTIFIED MAIL	6.70
		FD-AIR NEUTRALIZER	800.00
		RU-GNRL LABORER AD	136.47
		RU-APWA CONF/HOTEL	246.40
		RU-APWA CONF/HOTEL	246.40
		SR-WW CONF/SCHARES	475.00
		SR-GNRL LABORER AD	136.48
		TOTAL:	2,844.60
DRAFT	ADVANTAGE ADMIN	DEDUCTIBLE EXPENSE/HRA FEES	857.42
82592	AFLAC	INSURANCE	60.02
82593	IBEW LOCAL 288	DUES	177.00
DRAFT	IPERS	RETIREMENT	6,798.71

82594	METLIFE	DNTL/VIS/LIFE	2,483.19
82595	MFPRSI	RETIREMENT	9,469.66
82596	POLICE ASSOCIATION	P/R DEDUCT	70.00
DRAFT	TREASURE ST OF IA	P/R DEDUCT	2,989.00
82597	TEAMSTERS LOCAL 238	DUES	310.00
82598	VALIC	P/R DEDUCT	50.00
82599	WELLMARK	HEALTH INSURANCE	16,100.10
		TOTAL PREPAYS	48,931.90

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

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

FY18 BUDGETED TRANSFERS FOLLOWING ON NEXT PAGE

BUDGETED TRANSFERS				
DATE	DESCRIPTION	FROM FUND	TO FUND	AMOUNT
12/01/2017	2010 GO BOND PAYMENT	126-EAST HEIGHTS TIF	200-DEBT SERVICE	\$2,193.33
12/01/2017	2010 GO BOND PAYMENT	127-NORTHWEST TIF	200-DEBT SERVICE	\$1,102.08
12/01/2017	2010 GO BOND PAYMENT	005-STREET FUND	200-DEBT SERVICE	\$490.84
12/01/2017	2013 GO BOND PAYMENT	125-HOME ACRES TIF	200-DEBT SERVICE	\$4,117.50
12/01/2017	2013 GO BOND PAYMENT	610-SEWER FUND	200-DEBT SERVICE	\$4,053.75
12/01/2017	2015 GO BOND PAYMENT	125-HOME ACRES TIF	200-DEBT SERVICE	\$11,625.00
12/01/2017	2015 GO BOND PAYMENT	125-NEW HOUSING TIF PAID BY HA TIF	200-DEBT SERVICE	\$4,356.25
12/01/2017	2015 GO BOND PAYMENT	127-NORTHWEST TIF	200-DEBT SERVICE	\$4,881.25
12/01/2017	2016 GO BOND PAYMENT	005-STREET FUND	200-DEBT SERVICE	\$2,715.00
05/01/2018	INTERFUND LOAN	001-GENERAL FUND	302-CAPITAL PROJECTS	\$250,000.00
05/01/2018	INTERFUND LOAN	001-GENERAL FUND	145-CDBG PROJECT	\$158,000.00
05/01/2018	INTERFUND LOAN	125-HOME ACRES TIF	127-NORTHWEST TIF	\$7,681.00
06/01/2018	2010 GO BOND PAYMENT	126-EAST HEIGHTS TIF	200-DEBT SERVICE	\$52,193.33
06/01/2018	2010 GO BOND PAYMENT	127-NORTHWEST TIF	200-DEBT SERVICE	\$26,102.08
06/01/2018	2010 GO BOND PAYMENT	005-STREET FUND	200-DEBT SERVICE	\$10,490.84
06/01/2018	2013 GO BOND PAYMENT	125-HOME ACRES TIF	200-DEBT SERVICE	\$94,117.50
06/01/2018	2013 GO BOND PAYMENT	610-SEWER FUND	200-DEBT SERVICE	\$109,053.75
06/01/2018	2015 GO BOND PAYMENT	125-HOME ACRES TIF	200-DEBT SERVICE	\$111,625.00
06/01/2018	2015 GO BOND PAYMENT	125-NEW HOUSING TIF PAID BY HA TIF	200-DEBT SERVICE	\$4,356.25
06/01/2018	2015 GO BOND PAYMENT	127-NORTHWEST TIF	200-DEBT SERVICE	\$44,881.25
06/01/2018	2016 GO BOND PAYMENT	005-STREET FUND	200-DEBT SERVICE	\$72,715.00
06/01/2018	2017A GO BOND	125-HOME ACRES TIF	200-DEBT SERVICE	\$17,595.79
06/01/2018	2017A GO BOND	127-NORTHWEST TIF	200-DEBT SERVICE	\$4,269.11
06/01/2018	2017B GO BOND	127-NORTHWEST TIF	200-DEBT SERVICE	\$9,192.00
01/02/2018	CDBG REHAB PROJECT	126-EAST HEIGHTS TIF	145-CDBG PROJECT	\$12,000.00
TOTAL TRANSFERS				\$1,019,807.90



To: Mayor Faas and Members of the Evansdale City Council

From: Chris Even, Wastewater Foreman

Date: May 21, 2018

Re: WWTP Aeration Tank Diffuser Replacement

At the treatment plant, wastewater is directed through a series of aeration tanks where microorganisms break down the waste in the water. Maintaining enough microorganisms to properly treat the water requires a high amount of oxygen. Blowers are used to compress the air and pump it into the tanks through diffusers underneath the water. Each diffuser has a membrane which contains an elastomer that permits the tiny holes in the membranes to expand and diffuse air into the water in the tanks when pressure is applied. Over time, the elastomer breaks down and the membranes become stiff, thereby reducing the amount of oxygen that can pass through them.

The expected useful life of a membrane is 7-8 years; however, the membranes in our system are 15 years old. While our system was designed to operate at 7 psi, the blowers are now pushing at 8 psi to keep enough air in the system to keep the process working. 8 psi is the blow off pressure to protect the blowers. Operating at this high of a pressure is harder on both the blowers and the motors. Additionally, because the blowers are operating at their limit, I have less operational control over the amount of air that is applied to the system.

Our system contains a total of 212 diffusers. The materials to replace the membranes on each diffuser are \$6,683.60. We will replace the membranes ourselves; however, to do so, we will need to drain and clean each tank. The plant has dual treatment systems that run in parallel so one side can be taken out of service to perform the work while the other side continues to treat the wastewater coming in. While the tanks are drained, we will also be able to examine the concrete tanks and submerged equipment to see if there are any hidden problems that should be addressed when the other treatment plant upgrades are performed.

The diffuser configuration in our aeration tanks is specific to the Aqua-Aerobic EnduraTube diffusers currently in operation. To change to a different diffuser would require a construction permit from the DNR which necessitate hiring an engineer to prepare plans and specifications for the project. To avoid the cost of a construction permit and engineer, I recommend that we continue using the Aqua-Aerobic EnduraTube diffusers. Because EnduraTube is a proprietary product, I am only able to get a quote from one supplier. Consequently, I recommend the city council accept Aqua-Aerobic Systems quote of \$6,683.60 to supply the materials for this project. Payment for the membranes will not be made until fiscal year 2018-2019.



AFTERMARKET PROPOSAL # 48358

TO: EVANSDALE (CITY OF)
123 N. EVANS ROAD
EVANSDALE
IOWA 50707-1199
USA

PROJECT: EVANSDALE WWTP IMPROVEMENTS
EVANSDALE
IA
USA-MUN

PROPOSAL DATE: February 20, 2018

ATN: CHRIS EVEN

CC:

If billing and/or shipping address is different, please advise.

Qty	Description	Unit Price	Total Price
<p>We are pleased to quote, for acceptance within 60 days of this date, prices and terms on equipment listed below. Shipment of equipment will be completed 2-3 days* after receipt of purchase order with mutually acceptable terms and conditions, subject to credit approval. *Note: Availability is quoted on an in-stock basis and may vary at the time of order.</p>			
220	Diffuser Membrane Kit. Includes one (1) EPDM Diffuser Sleeve and two (2) Oetiker Clamps.	\$28.95	\$6,369.00

Notes:

1. Freight charges are not included in this proposal. Freight charges will be prepaid with actual charges to be added to invoice.
2. Startup supervision is not included.
3. Payable net 30 days from date of shipment subject to credit review, no retainage allowed.
4. State and/or local taxes will be charged unless we receive a valid resale/exemption certificate.

Pricing Summary:

Equipment and/or Accessories:	\$6,369.00
Total Job Price:	\$6,369.00

Available Options

110	EPDM Seal Grommet	\$2.86	\$314.60
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Material and/or services not specifically listed in this proposal are not included in the quoted TOTAL JOB PRICE and are to be supplied by others.

Goods quoted above will be sold subject to the terms and conditions of sale set forth on the face hereof and the following pages entitled "Terms and Conditions of Aqua-Aerobic Systems, Inc. (A Metawater Company)": Any different or additional terms are hereby objected to.

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC.

Page 1 of 2

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefor: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC.

Page 2 of 2

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:

Offer Respectfully Submitted,



By: _____ Date: _____

Tim Lamont, Senior Customer Service Representative
Aqua-Aerobic Systems, Inc.

RESOLUTION 6226

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, AMENDING THE COMMERCIAL TAX REBATE POLICY

WHEREAS, the City Council adopted the Commercial Tax Rebate Policy on December 4, 2012 by Resolution 5570; and

WHEREAS, amendments to the said Policy may be necessary from time to time.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Evansdale that the following changes to the Commercial Tax Rebate Policy are hereby adopted and are to take effect immediately upon the passage of this resolution:

A. AMENDMENT FROM TAX REBATE TO TAX ABATEMENT

PASSED AND APPROVED THIS 6TH DAY OF JUNE 2018

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

CITY OF EVANSDALE
COMMERCIAL ECONOMIC DEVELOPMENT PLAN
USING TIF TO PROMOTE COMMERCE
2012

Approved December 4, 2012 by Resolution 5570
Amended February 19, 2013 by Resolution 5590
Amended July 21, 2015 by Resolution 5841
Amended June 6, 2018 by Resolution 6227

INTRODUCTION

The City of Evansdale, Iowa, has developed the following policy for businesses seeking economic development incentives available under Chapters 15A and 403 of the Code of Iowa. The goals of this Commercial Economic Development Plan and the State of Iowa's Tax Increment Financing (TIF) Program are to encourage quality economic development and to enhance the City's commercial and industrial tax base by providing incentives in the form of a property tax abatement to businesses and developers that want to expand or locate within Evansdale's Urban Renewal Areas.

A. TO QUALIFY FOR PROPERTY TAX ABATEMENT(S)

1. The property must lie within one of the City of Evansdale's Urban Renewal areas as outlined in exhibit A.
2. There must be a Development Agreement in place between the City and the owner/developer.

OBJECTIVES

This Plan is prepared in conformance with Chapters 15A and 403 of the Code of Iowa for the purpose of promoting commerce by providing TIF economic development incentives. Said incentives will be funded on a property tax abatement basis, with the owner or developer receiving an abatement of a portion of the incremental property taxes according to the specific provisions of the Development Agreement.

ELIGIBILITY

All commercial and industrial entities are eligible to apply under this policy. TIF is a discretionary program. Each project/development will be considered on a case by case basis by the Evansdale City Council. The City Council will make all final and binding decisions relating to economic development assistance following public notice and a public hearing as is required by state law.

PROPERTY TAX ABATEMENT FOR NEW STRUCTURES

If awarded by City Council, abatements for new structures shall be based on the following schedule:

Year 1: up to - 85%

Year 2: up to - 85%

Year 3: up to - 85%

The size and scope of the structure built shall determine the abatement percentage and the number of years the abatement percentage will be applicable. The City Council will make those determinations on a case by case basis.

PROPERTY TAX ABATEMENT FOR IMPROVEMENTS

Improvements to existing commercial structures are also eligible for a property tax abatement based on the increase in the assessed valuation of the property. In order to be eligible for a TIF property tax abatement, the increase in assessed value of the property must be (1) in an

amount not less than \$25,000; and also (2) result in an increase in the assessed valuation of the improved property of at least 20%.

The extent of the improvements shall determine the abatement percentage and the number of years the abatement percentage will be applicable. The City Council will make those determinations on a case by case basis.

RESTRICTIONS

New structures and improvements must be completed in conformance with all applicable City of Evansdale regulations. No structure or improvement completed prior to the effective date of Resolution 5570 can qualify for a tax abatement under this plan. No abatement will be allowed hereunder unless an occupancy permit has been issued by the City with respect to the project for which the tax abatement is requested.

APPLICATION PROCEDURES

When a draft of the development agreement has been reviewed and accepted by the applicant and City staff, the City Council shall consider the terms of the proposed Development Agreement, review the urban renewal plan for any required amendments, conduct all required public hearings, review due notice and consider public input before taking final action on the development agreement.

An application to receive TIF incentives will be provided to the owner/developer contemporaneous with the City's acceptance and execution of the Development Agreement with the Owner/developer. The application should be submitted to the City as early as possible during the planning process and at a minimum, must be submitted prior to December 1st of the year prior to the taxes being due. Any application submitted after December 1st will not be approved for a TIF tax abatement in the succeeding year.

EXCLUSIONS

Abatements are to be made solely from proceeds of the Evansdale Urban Renewal Tax Revenue Fund from the portion of the taxes to be paid into such fund as described in the Section 403.19(2) of Code of Iowa.

If the City has already provided economic development incentives to benefit a project either through infrastructure, City land, tax abatements or incentives, etc. the same project will not qualify for additional economic development incentives.

However, economic development incentives may or may not be approved for a subsequent project (new structure or improvements) on the same property under this plan which will be determined by the City Council on a case by case basis. The City may reduce the amount of TIF assistance for subsequent improvements to the property or decline to provide any additional TIF assistance altogether.

Disclaimer: This policy and procedure is only a guideline and does not obligate the City of Evansdale to approve a TIF district or project/development or to pay any costs incurred by any developer prior to the final approval of a Development Agreement, duly executed by the City after the required legislative process, including notice and a public hearing. The City of Evansdale, in its sole discretion, reserves the right to reject any or all applications for tax abatements if it is in the City's best interests to do so. This policy shall be reviewed by the City Council on an annual basis or at any other time the City Council deems appropriate. The City of Evansdale may amend or rescind this Commercial Economic Development Plan at any time for any reason without prior notice.

RESOLUTION 6227

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, AUTHORIZING SEMI-FINAL PAYMENT #6 TO VIETH CONSTRUCTION CORP. IN THE AMOUNT OF \$81,168.26 FOR THE 2017 STREET PATCHING AND MAINTENANCE PROJECT-DORIS DRIVE

WHEREAS, the City entered into a contract with Vieth Construction Corp. for the 2017 Street Patching and Maintenance Project-Doris Drive; and

WHEREAS, the City's Public Works Director/Project Manager, Chris Schares has reviewed the construction progress through May 31, 2018 and recommends payment to Vieth Construction Corp. of Cedar Falls, Iowa

Request attached

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Evansdale, Iowa, that semi-final payment application #6 in the amount of \$81,168.26 hereby authorized to be issued for the 2017 Street Patching and Maintenance Project-Doris Drive.

PASSED AND ADOPTED THIS 6TH DAY OF JUNE 2018

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702/CMa

PAGE ONE OF 2 PAGES

TO: CITY OF EVANSDALE PROJECT: 2017 PATCHING

APPLICATION NO 5

Distribution to:

OWNER

CONSTRUCTION MANAGER

ARCHITECT

CONTRACTOR

FIELD

OTHER

PERIOD TO: 04/25/18

VIA CONSTRUCTION
MANAGER:

FROM CONTRACTOR:
Vieth Construction Corp
6419 Nordic Drive
Cedar Falls, IA 50613

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Kari Jensen Date: 6-1-18

State of: _____ County of _____

Subscribed and sworn to before me this _____

Notary Public:

My Commission expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

1. ORIGINAL CONTRACT SUM	\$	<u>465,936.05</u>
2. Net change by Change Orders	\$	<u>101,816.18</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>567,752.23</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>567,752.23</u>
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	<u>28,387.61</u>
b. % of Stored Material (Column F on G703)	\$	<u>0</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>28,387.61</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>539,364.62</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>458,196.36</u>
8. CURRENT PAYMENT DUE	\$	<u>81,168.26</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>28,387.61</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$93,116.73	
Total approved this Month	\$8,699.45	
TOTALS		
NET CHANGES by Change Order	\$101,816.18	

PAYMENT REQUEST NO. 6

OWNER: CITY OF EVANSDALE

CONTRACTOR: VIETH CONSTRUCTION
6419 NORDIC Dr
Cedar Falls, IA

PROJECT: Patching

Contract Signed Date: 8/16/2017
Project Completion Date:
Liquidated Damage Days: 0 days
Liquidated Damages: \$ -

Contract Amount: \$ 540,851.66

% Complete: 104.97%

Value of Construction Completed: \$ 567,752.23

Period From: 5/25/2018 to 6/25/2018

LINE NO.	ITEM DESCRIPTION	UNIT OF MEASURE	BID QUANTITY	UNIT BID PRICE	TOTAL COST	PREVIOUS PAY REQUESTS		THIS PERIOD		TOTAL TO DATE		
						QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	PERCENTAGE COMPLETE
101	EXCAVATION CL 10	CY	258.20	\$ 24.00	\$ 6,196.80	114.00	\$ 2,736.00	160.00	\$ 3,840.00	274.00	\$ 6,576.00	106.12%
102	EXCAVATION UNSUITABLE MATERIAL	CY	10.00	\$ 35.00	\$ 350.00	143.00	\$ 5,005.00	0.00	\$ -	143.00	\$ 5,005.00	1430.00%
103	REMOVAL OF PAVEMENT	SY	875.10	\$ 11.00	\$ 9,626.10	512.00	\$ 5,632.00	455.11	\$ 5,006.21	967.11	\$ 10,638.21	110.51%
104	REMOVAL OF CURB	LF	96.50	\$ 9.00	\$ 868.50	172.00	\$ 1,548.00	54.00	\$ 486.00	226.00	\$ 2,034.00	234.20%
105	PCC PATCH 10"	SY	7.00	\$ 180.00	\$ 1,260.00	7.00	\$ 1,260.00	0.00	\$ -	7.00	\$ 1,260.00	100.00%
106	PCC PATCH 10" (2)	SY	86.60	\$ 90.00	\$ 7,794.00	190.20	\$ 17,118.00	0.00	\$ -	190.20	\$ 17,118.00	219.63%
107	PCC PATCH 8"	SY	781.50	\$ 81.00	\$ 63,301.50	367.00	\$ 29,727.00	455.11	\$ 36,863.91	822.11	\$ 66,590.91	105.20%
108	30" CURB AND GUTTER	LF	54.00	\$ 39.00	\$ 2,106.00	54.00	\$ 2,106.00	70.00	\$ 2,730.00	124.00	\$ 4,836.00	229.63%
109	GRANULAR BASE CLASS A STONE	TON	112.30	\$ 31.00	\$ 3,481.30	92.00	\$ 2,852.00	0.00	\$ -	92.00	\$ 2,852.00	81.92%
110	GRANULAR SURFACING CLASS A STONE	TON	311.00	\$ 30.00	\$ 9,330.00	434.58	\$ 13,037.40	0.00	\$ -	434.58	\$ 13,037.40	139.74%
111	MODIFIED SUBBASE 12"	TON	596.40	\$ 22.00	\$ 13,120.80	115.50	\$ 2,541.00	480.00	\$ 10,580.00	595.50	\$ 13,101.00	99.85%
112	PCC MANHOLE BOXOUT	EA	1.00	\$ 850.00	\$ 850.00	0.00	\$ -	1.00	\$ 850.00	1.00	\$ 850.00	100.00%
113	INSERT PCC	EA	1.00	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	1.00	\$ 1,000.00	1.00	\$ 1,000.00	100.00%
114	HDPE SUBDRAIN 4"	LF	276.80	\$ 23.00	\$ 6,366.40	0.00	\$ -	276.80	\$ 6,366.40	276.80	\$ 6,366.40	100.00%
115	SUBDRAIN CONNECTIONS TO EX. INTAKE	EA	2.00	\$ 500.00	\$ 1,000.00	0.00	\$ -	2.00	\$ 1,000.00	2.00	\$ 1,000.00	100.00%
116	PAVEMENT MARKINGS YELLOW EDGE	STA	0.40	\$ 865.00	\$ 346.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
117	PAVEMENT MARKINGS WHITE EDGE	STA	0.40	\$ 865.00	\$ 346.00	0.40	\$ 346.00	0.00	\$ -	0.40	\$ 346.00	100.00%
118	PAVEMENT MARKINGS BROKEN WHITE	STA	0.10	\$ 865.00	\$ 86.50	0.10	\$ 86.50	0.00	\$ -	0.10	\$ 86.50	100.00%
119	MOBILIZATION	LS	1.00	\$ 18,500.00	\$ 18,500.00	1.00	\$ 18,500.00	0.00	\$ -	1.00	\$ 18,500.00	100.00%
120	SEEDING FERT & MULCH	LS	1.00	\$ 2,700.00	\$ 2,700.00	0.00	\$ -	1.00	\$ 2,700.00	1.00	\$ 2,700.00	100.00%
121	TRAFFIC CONTROL	LS	1.00	\$ 3,300.00	\$ 3,300.00	1.00	\$ 3,300.00	0.00	\$ -	1.00	\$ 3,300.00	100.00%
201	EXCAVATION CL 10	CY	138.60	\$ 44.00	\$ 6,098.40	151.00	\$ 6,644.00	0.00	\$ -	151.00	\$ 6,644.00	108.95%
202	EXCAVATION UNSUITABLE MATERIAL	CY	3.00	\$ 86.00	\$ 258.00	3.00	\$ 258.00	0.00	\$ -	3.00	\$ 258.00	100.00%
203	REMOVAL OF PAVEMENT	SY	785.90	\$ 13.50	\$ 10,609.65	854.00	\$ 11,529.00	0.00	\$ -	854.00	\$ 11,529.00	106.67%
204	REMOVAL OF PAVED DRIVEWAY	SY	19.10	\$ 76.00	\$ 1,451.60	18.40	\$ 1,398.40	0.00	\$ -	18.40	\$ 1,398.40	96.34%
205	PCC PATCH 10"	SY	51.10	\$ 100.00	\$ 5,110.00	52.00	\$ 5,200.00	0.00	\$ -	52.00	\$ 5,200.00	101.76%
206	PCC PATCH 8"	SY	636.80	\$ 81.00	\$ 51,580.80	733.30	\$ 59,397.30	0.00	\$ -	733.30	\$ 59,397.30	115.15%
207	PCC PATCH 8" (2)	SY	8.30	\$ 190.00	\$ 1,577.00	9.90	\$ 1,881.00	0.00	\$ -	9.90	\$ 1,881.00	119.28%
208	PCC PATCH 7"	SY	86.70	\$ 89.00	\$ 7,716.30	87.00	\$ 7,743.00	0.00	\$ -	87.00	\$ 7,743.00	100.35%
209	DRIVEWAY PCC 6"	SY	19.10	\$ 119.00	\$ 2,272.90	17.40	\$ 2,070.60	0.00	\$ -	17.40	\$ 2,070.60	91.10%
210	GRANULAR BASE CLASS A STONE	TON	262.10	\$ 33.00	\$ 8,649.30	285.00	\$ 9,405.00	0.00	\$ -	285.00	\$ 9,405.00	108.74%
211	PCC BOXOUT	EA	4.00	\$ 850.00	\$ 3,400.00	4.00	\$ 3,400.00	0.00	\$ -	4.00	\$ 3,400.00	100.00%
212	INSERT PCC	EA	1.00	\$ 1,000.00	\$ 1,000.00	4.00	\$ 4,000.00	0.00	\$ -	4.00	\$ 4,000.00	400.00%
213	PAVEMENT MARKINGS YELLOW	STA	0.20	\$ 865.00	\$ 173.00	0.20	\$ 173.00	0.00	\$ -	0.20	\$ 173.00	100.00%
214	MOBILIZATION	LS	1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	0.00	\$ -	1.00	\$ 10,000.00	100.00%
215	SEED FERT & MULCH	LS	1.00	\$ 2,700.00	\$ 2,700.00	1.00	\$ 2,700.00	0.00	\$ -	1.00	\$ 2,700.00	100.00%
216	TRAFFIC CONTROL	LS	1.00	\$ 5,250.00	\$ 5,250.00	1.00	\$ 5,250.00	0.00	\$ -	1.00	\$ 5,250.00	100.00%
301	EXCAVATION CL 10	CY	175.10	\$ 34.00	\$ 5,953.40	183.00	\$ 6,222.00	0.00	\$ -	183.00	\$ 6,222.00	104.51%
302	EXCAVATION UNSUITABLE MATERIAL	CY	3.00	\$ 86.00	\$ 258.00	3.00	\$ 258.00	0.00	\$ -	3.00	\$ 258.00	100.00%
303	REMOVAL OF PAVEMENT	SY	984.20	\$ 11.00	\$ 10,826.20	1,010.50	\$ 11,115.50	0.00	\$ -	1,010.50	\$ 11,115.50	102.67%
304	REMOVAL OF PAVED DRIVEWAY	SY	9.80	\$ 48.00	\$ 469.60	11.40	\$ 547.20	0.00	\$ -	11.40	\$ 547.20	118.75%
305	REMOVAL OF SIDEWALK	SY	27.30	\$ 28.00	\$ 764.40	27.70	\$ 775.60	0.00	\$ -	27.70	\$ 775.60	101.47%
306	PCC PATCH 8"	SY	200.50	\$ 82.00	\$ 16,441.00	206.60	\$ 16,941.20	0.00	\$ -	206.60	\$ 16,941.20	103.04%
307	PCC PATCH 7"	SY	779.30	\$ 75.00	\$ 58,447.50	846.90	\$ 63,517.50	0.00	\$ -	846.90	\$ 63,517.50	108.67%
308	PCC PATCH 7" (2)	SY	4.40	\$ 281.00	\$ 1,236.40	4.30	\$ 1,208.30	0.00	\$ -	4.30	\$ 1,208.30	97.73%
309	DRIVEWAY PCC 6"	SY	9.60	\$ 135.00	\$ 1,296.00	15.60	\$ 2,106.00	0.00	\$ -	15.60	\$ 2,106.00	162.50%
310	PCC SIDEWALK 6"	SY	15.80	\$ 92.00	\$ 1,453.60	16.60	\$ 1,527.20	0.00	\$ -	16.60	\$ 1,527.20	105.06%
311	PCC SIDEWALK 4"	SY	11.50	\$ 102.00	\$ 1,173.00	12.00	\$ 1,224.00	0.00	\$ -	12.00	\$ 1,224.00	104.35%
312	DETECTABLE WARNINGS	SF	33.00	\$ 39.00	\$ 1,287.00	34.00	\$ 1,326.00	0.00	\$ -	34.00	\$ 1,326.00	103.03%
313	GRANULAR BASE CLASS A CRUSHED STONE	TON	313.60	\$ 24.00	\$ 7,526.40	325.71	\$ 7,817.04	0.00	\$ -	325.71	\$ 7,817.04	103.86%
314	PCC BOXOUT	EA	2.00	\$ 850.00	\$ 1,700.00	2.00	\$ 1,700.00	0.00	\$ -	2.00	\$ 1,700.00	100.00%
315	MOBILIZATION	LS	1.00	\$ 7,000.00	\$ 7,000.00	1.00	\$ 7,000.00	0.00	\$ -	1.00	\$ 7,000.00	100.00%
316	SEEDING FERT & MULCH	LS	1.00	\$ 2,700.00	\$ 2,700.00	0.60	\$ 1,620.00	0.00	\$ -	0.60	\$ 1,620.00	60.00%
317	TRAFFIC CONTROL	LS	1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	0.00	\$ -	1.00	\$ 1,500.00	100.00%
401	EXCAVATION CL 10	CY	27.00	\$ 82.00	\$ 2,214.00	13.60	\$ 1,115.20	0.00	\$ -	13.60	\$ 1,115.20	50.37%
402	EXCAVATION UNSUITABLE MATERIAL	CY	3.00	\$ 76.00	\$ 228.00	3.00	\$ 228.00	0.00	\$ -	3.00	\$ 228.00	100.00%

evonsdale Q+YS

101 - 160 cy

103 - 455.11 SY

104 - 54

107 - 455.11 SY

108 - 70

111 - 480. SY

112 - 1 ea

113 - 1 ea

114 - 276.8 LF

115 - 2 ea

120 - 1 LS

D & C All Floors

3771 Lafayette Road
Evansdale, IA 50707

Proposal

Proposal Date: 5/3/2018

Proposal #: 1006

Project:

Bill To:

~~Elk Run Heights City Hall~~

*Evansdale
Community Response center*

Description	Est. Hours/Qty.	Rate	Total
18 x 25 50 yrds carpet	50	19.00	950.00T
Install Carpet tear out	50	7.50	375.00
Adhesive	1	89.00	89.00T
Sales Tax		0.00%	0.00
Total			\$1,414.00



Quote

EST-000436

Sandry Fire Supply LLC
618 6th Street
DeWitt, Iowa 52742
U.S.A
5636692357

Bill To
Evansdale Fire Department
911 South Evans Road
Evansdale, IA 50707

Estimate Date : 05/23/18
Sales person : Neal Stapelkamp

#	Item & Description	Qty	Rate	Amount
1	innoGray25 INNOTEX GRAY™ 25 HOOD - Shield	1.00 Each	85.00	85.00
Sub Total				85.00
Iowa Sales Tax (7%)				5.95
Total				\$90.95

15 sets @ 85.00 each = \$1,275.00

Notes

Looking forward to earning your business.

Terms & Conditions

Shipping will be charged in addition when incurred.

Neal Stapelkamp

President, Sandry Fire Supply
563 242-7100
neal@sandryfire.com



Veridian
 3710 West Milwaukee St.
 Spencer IA 51301
 USA

Phone: 712-262-5200
 Fax: 712-262-5875

Quote Number: 2012270

QUOTE

Page: 2 of 5

Veridian orders are built to your custom specification; return for refund is not permitted.

To help serve you better, Veridian accepts credit card payments. Veridian will assess a 3% convenience charge for choosing credit card method of payment. Late payments will be subject to finance charges of 1.5% per month.

Line	Part	Description	Expected Qty	Unit Price	Ext. Price
1	CVEL-830-D25-C1-JBT		1.00EA	2,004.00	2,004.00
		Style: Velocity Coat Compliance Level: NFPA 1971 Coat Length: 32 Tabless Collar Design Yocco Harness Outer Shell Material: Agility Color: Light Gold Moisture Barrier: CROSSTECH Black, 2F Thermal Barrier: Defender M SL2 Liner Style: Neo Binding Inspection Port Closure (Outer/Inner): Hook & Loop / Zipper Double Stitch Hook & Loop (Closure/Pocket) Reflective Trim: 3M COMFORT Trim Lime Yellow Triple Trim Trim Application Style: NFPA Basic Coat Wristlet: Nomex Natural White Thumb Thru Cuff: Poly Coated Kevlar Black Elbow: Black Poly Coated Kevlar Padded Reinforced Elbow POCKETS: Qty: 2 Bellows Handwarmer w Thermal Right side bellows 1/3 split Qty: 1 Radio w T Flap Neoprene Lined Left chest with cell phone pocket Qty: 1 Patch Utility Cell phone pocket inside radio pocket 6" x 3.25" x 0.75 ACCESSORIES / DECORATION: Qty: 1 Mic Tab above radio pocket Qty: 1 Flashlight Snap/Strap (Survivor) right chest Decoration: American Flag Nomex Field Left upper left arm LETTERING: Letter Application Style: Name Direct Lettering 3in 3M Scotchlite Lime/Yellow Solid Text: EVANSDALE Top yoke Letter Application Style: Name Tail Patch 3in 3M Scotchlite Lime/Yellow Solid See TEXT1 information in the comments section for garment specific spelling details. At hem of coat			

Project ID: Evansdale Fire Department

(R. 28)
 Oversize charges will apply for chest sizes greater than 2XL. 56-58 inches add 10%. 60-62 inches add 15%. 64-66 inches add 20%.
 Over 68 inches add 25%.

 Text1: FF NAMES



Veridian
 3710 West Milwaukee St.
 Spencer IA 51301
 USA

Phone: 712-262-5200
 Fax: 712-262-5875

Quote Number: 2012270

QUOTE

Page: 3 of 5

2 TVEL-830-D25-C1-JBT 1.00EA 1,426.00 1,426.00

Style: Velocity Trousers w/ Angled Cuff Semi-High Back w/ Integrated Belt
 Compliance Level: NFPA 1971

Outer Shell Material: Agility Color: Light Gold

Moisture Barrier: CROSSTECH Black, 2F Thermal Barrier: Defender M SL2
 Liner Style: Neo Binding Inspection Port

Closure (Outer / Inner): Compression Snap/Hook & Loop-Zipper
 Double Stitch Hook & Loop (Closure / Pocket)

Reflective Trim: 3M COMFORT Trim Lime Yellow Triple Trim Trim Application Style: NFPA
 Basic

Cuff: Poly Coated Kevlar Black
 Knee: Black Poly Coated Kevlar Padded Reinforced Knee

POCKETS:

Qty: 1 Bellows Kevlar Twill Reinforced Pocket Left
 Qty: 1 Split Bellows Kevlar Twill Reinforced Pocket Right - split 1/3 from front

ACCESSORIES:

Suspender Loops
 SUSPENDER: VV-680H-S-B

Project ID: Evansdale Fire
 Department

(R. 28)

Oversize charges will apply for waist sizes greater than 2XL. 50-52 inches add 10%. 54-56 inches add 15%. 58-60 inches add 20%. Over 60 inches add 25%.

Moisture barrier and thermal liner knee reinforcement sewn to thermal liner (standard). Horizontal suspender attachment loops at waist.



Veridian
 3710 West Milwaukee St.
 Spencer IA 51301
 USA

Phone: 712-262-5200
 Fax: 712-262-5875

Quote Number: 2012270

QUOTE

Page: 4 of 5

3 CVEL-827-825-C1-JBT 1.00EA 1,692.00 1,692.00

Style: Velocity Coat Compliance Level: NFPA 1971 Coat Length: 32
 Tabless Collar Design
 Yocco Harness
 Outer Shell Material: Pioneer Color: Light Gold

 Moisture Barrier: Stedair 3000 Thermal Barrier: Defender M SL2
 Liner Style: Neo Binding Inspection Port

 Closure (Outer/Inner): Hook & Loop / Zipper
 Double Stitch Hook & Loop (Closure/Pocket)

 Reflective Trim: 3M COMFORT Trim Lime Yellow Triple Trim Trim Application Style: NFPA
 Basic

 Coat Wristlet: Nomex Natural White Thumb Thru
 Cuff: Poly Coated Kevlar Black

 Elbow: Black Poly Coated Kevlar Padded Reinforced Elbow

 POCKETS:
 Qty: 2 Bellows Handwarmer w Thermal Right side bellows 1/3 split
 Qty: 1 Radio w T Flap Neoprene Lined Left chest with cell phone pocket
 Qty: 1 Patch Utility Cell phone pocket inside radio pocket 6" x 3.25" x 0.75

 ACCESSORIES / DECORATION:
 Qty: 1 Mic Tab above radio pocket
 Qty: 1 Flashlight Snap/Strap (Survivor) right chest
 Decoration: American Flag Nomex Field Left upper left arm

 LETTERING:
 Letter Application Style: Name Direct Lettering 3in 3M Scotchlite Lime/Yellow Solid
 Text: EVANSDALE
 Top yoke

 Letter Application Style: Name Tail Patch 3in 3M Scotchlite Lime/Yellow Solid
 See TEXT1 information in the comments section for garment specific spelling details.
 At hem of coat

Project ID: Evansdale Fire
 Department

(R. 28)
 Oversize charges will apply for chest sizes greater than 2XL. 56-58 inches add 10%. 60-62 inches add 15%. 64-66 inches add 20%.
 Over 68 inches add 25%.

 Text1: FF NAMES



Veridian
 3710 West Milwaukee St.
 Spencer IA 51301
 USA

Phone: 712-262-5200
 Fax: 712-262-5875

Quote Number: 2012270

QUOTE

Page: 5 of 5

4	TVEL-827-825-C1-JBT	1.00EA	1,179.00	1,179.00
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Style: Velocity Trousers w/ Angled Cuff Semi-High Back w/ Integrated Belt
 Compliance Level: NFPA 1971

Outer Shell Material: Pioneer Color: Light Gold

Moisture Barrier: Stedair 3000 Thermal Barrier: Defender M SL2
 Liner Style: Neo Binding Inspection Port

Closure (Outer / Inner): Compression Snap/Hook & Loop-Zipper
 Double Stitch Hook & Loop (Closure / Pocket)

Reflective Trim: 3M COMFORT Trim Lime Yellow Triple Trim Trim Application Style: NFPA
 Basic

Cuff: Poly Coated Kevlar Black
 Knee: Black Poly Coated Kevlar Padded Reinforced Knee

POCKETS:

Qty: 1 Bellows Kevlar Twill Reinforced Pocket Left
 Qty: 1 Split Bellows Kevlar Twill Reinforced Pocket Right - split 1/3 from front

ACCESSORIES:

Suspender Loops
 SUSPENDER: VV-680H-S-B

Project ID: Evansdale Fire
 Department

(R. 28)

Oversize charges will apply for waist sizes greater than 2XL. 50-52 inches add 10%. 54-56 inches add 15%. 58-60 inches add 20%. Over 60 inches add 25%.

Moisture barrier and thermal liner knee reinforcement sewn to thermal liner (standard). Horizontal suspender attachment loops at waist.

Items manufactured in USA.	Lines Total	6,301.00
<i>These commodities licensed by U.S. for ultimate destination USA. Diversion contrary to U.S. Law prohibited.</i>	Line Miscellaneous Charges	0.00
	Quote Miscellaneous Charges	0.00
All prices reflect U.S. dollars.	Quote Total	6,301.00



515 5TH STREET ~ PO BOX 398
HUDSON, IOWA 50643
Phone: 319-988-4205
Fax: 319-988-3506

Quotation

Quote Number:
3608

Quote Date:
May 31, 2018

Quoted to:

CITY OF EVANS DALE IA
123 N EVANS ROAD
EVANS DALE, IA 50707-1199

Page:
1

Fax: 319-232-1586

Customer ID	Good Thru	Payment Terms	Sales Rep
EVANS D	6/30/18	Net 30 Days	

Quantity	Description	Unit Price	Extension
18,000.00	Television inspection of sanitary sewers per linear foot (no cleaning included). In the event that the camera tractor cannot pass through a line due to debris or obstruction, a \$300 charge will be added for each camera reset. MH locating & exposing provided by city. MPT will provide traffic cones and road work ahead signs only. Flaggers and other traffic control provided by city.	0.81	14,580.00

If our equipment become lodged during attempts to perform duties specified by customer, all costs for removal and replacement of equipment will be the customers.

Quantities shown are estimated and not guaranteed; they are solely for establishing the initial unit price for the services listed above. Final charges will be based on actual quantities.

Subtotal	14,580.00
Sales Tax	
Total	14,580.00

ACCEPTED BY: Signature _____ Title _____ Date _____

Scheduling Contact Person: _____ Phone #: _____ Cell _____

ORDINANCE 660

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EVANSDALE, IOWA, BLACK HAWK COUNTY, BY AMENDING PROVISIONS PERTAINING TO STORM WATER MANAGEMENT FEES

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

SECTION 1. SUBSECTION MODIFIED. Section 14.09 Subsection 1 of the Code of Ordinances of the City of Evansdale, Iowa, Black Hawk County, is repealed and the following adopted in lieu thereof:

147.09 STORM WATER MANAGEMENT FEE. Each residential and commercial owner or tenant of property within the City corporate limits shall pay to the City, through its collection agent, the Evansdale Water Works, at the same time payment for City water, sewer, and garbage is made, a monthly storm water management fee in the amount of \$1.00

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 by the Council the ___ day of _____ 2018 and approved this ___ day of _____ 2018.

PASSED AND APPROVED BY THE EVANSDALE CITY COUNCIL ON THIS _____ DAY OF _____ 2018.

First Reading: 05/01/2018
Second Reading: 05/15/2018
Third Reading:

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk, CMC

I certify that the foregoing was published as Ordinance 660 on the _____ day of _____, 2018.

DeAnne Kobliska, City Clerk, CMC

CHAPTER 100

SUMP PUMP AND GROUNDWATER STANDARDS

100xx.01 Purpose

100xx.02 Definitions

100xx.03 Restrictions

100xx.04 Sump Pump and Rigid Pipe Installation

100xx.05 Inspections

100xx.06 Removal of Connections

100.0xx.07 ~~Surcharge~~Financial Assistance for Compliance

100xx.08 ~~Surcharge~~Penalty

100xx.09 ~~Penalty~~Hearing

100.10 ~~Hearing~~

100xx.01 **PURPOSE.** The purpose of this chapter of this Code of Ordinances pertaining to Sump Pump and Groundwater Standards is to set forth uniform requirements for the installation, use and discharge of sump pumps or other groundwater conveyance systems; 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 into the City sanitary sewer system; and to establish the penalty structures required to enforce rules and regulations set forth in this chapter.

~~X100x.02~~ **DEFINITIONS.** For use in this chapter, unless the context specifically indicates otherwise, the following terms are defined:

1. “Conveyance systems” means any structures or facilities designed to collect, convey, or discharge groundwater, including, but not limited to, downspouts, sump pumps, and French drains.
2. “Groundwater” means storm water, surface water, groundwater, well water, or water from industrial or commercial air conditioning systems (residential properties may have a 20 gallon per day maximum discharge from air conditioning systems).
3. “Property Owner” means the legal or equitable owner of real property located within the City.
4. “Sanitary sewer” means a sewer which carries sewage and to which storm, surface, and ground waters are not intentionally admitted.
5. “Sewer” means a pipe or conduit for carrying sewage.

~~xx100.03~~ **RESTRICTIONS.** No water from any roof, surface, ground, sump pump, footing tile, or from any other natural precipitation source shall be discharged into the City sanitary sewer system. Any dwelling, building or other structure subject to the provisions of this chapter which, because of the infiltration or water into basements, crawl spaces and the like, require a seepage collection system, a or any sump pump system to discharge water, shall have a permanently-installed discharge line which shall not at any time connect to or discharge such storm water into the City sanitary sewer system. For purposes of this chapter, a permanent installation shall be one which provides for a year-round discharge connection to the City subdrain/storm sewer system or a surface discharge point which shall be located no closer than ten feet from any property line, or as otherwise approved by the City’s Code Enforcement Officer or Wastewater Foreman. Such discharge line shall consist of a rigid discharge line inside the structure, without valving or quick connections for altering the path of discharge and, if connected to the City subdrain/storm sewer system, shall include a check valve.

~~xx~~100.04 SUMP PUMP AND RIGID PIPE INSTALLATION.

1. Where a sump pit exists in any building it shall have a pump installed with a discharge pipe. 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.

~~xx~~100.05 INSPECTIONS.

1. Property owners shall allow the Code Enforcement Officer, Wastewater Foreman, or the City's designated representative to inspect the buildings to confirm and document that there is no sump pump or other prohibited discharge into the wastewater collections system. The City may periodically re-inspect any building or premises to determine compliance with the requirements of this chapter. Property owners may meet the requirements of this section by contracting with a licensed plumber who is authorized to do business in the City to perform such inspection. An inspection performed by someone other than the Code Enforcement Officer, Wastewater Foreman or the City's designated representative will require the completion and return of an inspection form provided by the City, documenting the results of the inspection. Any plumber in the City of Evansdale who falsely attests to documentation regarding compliance with this chapter may lose their plumbing license privileges in the City. All costs associated with an inspection by a licensed plumber retained by the property owner under this section shall be the responsibility of the property owner.
2. The owner of any dwelling, building or other structure shall have a period of thirty (30) days from the date the City sends written notice to the owner requesting admittance to the owner's property for an inspection, to either allow a City inspection of the property, or to contract with a licensed plumber to perform the inspection and return a completed inspection form to the City. Such inspection, whether performed by the City or by a licensed plumber hired by the property owners, shall be completed and the City notified of the results within the thirty (30) day period.
3. 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 date of transfer. The new property owner is responsible for contacting the City to schedule such. Property owners may meet the requirements of this section by contracting with a licensed plumber who is authorized to do business in the City to perform such inspection and return a completed inspection form to the City. Such inspection, whether performed by the City or by a licensed plumber hired by the property owners, shall be completed and the City notified of the results within the ninety (90) day period.

~~xx~~100.06 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 ~~180~~ 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.

2. The owner of a building or premises found to not be in conformance with this chapter upon expiration of the ~~180~~90-day notice period commenced pursuant to section ~~xx~~100.06(1) shall be subjected to a surcharge as provided herein starting from the initial date of inspection.

3. The permit fee shall be waived for any property owner or plumber pulling a permit for the purpose of coming into compliance with this chapter.

xx100.07 FINANCIAL ASSISTANCE FOR COMPLIANCE.

1. Property owners with gross monthly income below the threshold set annually by the Hardship and Grievance Committee are eligible for assistance with the cost of compliance with this chapter. The gross monthly income threshold applicable for exemption from garbage collection fees shall be the same threshold that applies to this chapter. For those property owners who both qualify for assistance and comply with the terms of this section, the City will initially pay the costs of coming into compliance with this chapter. The City Clerk shall then certify the costs to the County Treasurer and such costs shall be collected with, and in the same manner as, general property taxes. The assessment shall be paid by the property owner in up to ten (10) annual installments in the same manner and with the same interest rates provided for assessments against benefited property under State law.

2. To qualify for assistance under this section, eligible property owners must submit a written application in complete form, including providing required supporting documentation, to the City no later than one (1) year after the date of notice of violation was issued pursuant to this chapter. The application shall be on a form provided by the City.

3. Property owners seeking assistance under this section must have the work required for compliance completed by a licensed plumber. The property owner must submit invoices, vouchers, and documentation clearly establishing the costs incurred. Additionally, the property owner must agree, in writing, to the following:

A. Assessments: The property owner must agree, in writing, to have the costs advanced by the City assessed and collected in the same manner as general property taxes.

B. Maintenance and Repair: The property owner shall maintain the sump pump system and timely complete any repairs or replacement of the sump pump system.

C. Discharge Modifications Prohibited: The property owner shall not modify the sump pump discharge in any manner that is not in compliance with this chapter.

4. Nothing in this section shall delay or suspend any surcharge assessed under section 100.08. Property owners eligible for assistance under this section will still be subject to a monthly surcharge if they fail to come into compliance with this chapter within the notice periods provided in section 100.05 or section 100.06.

100.08 SURCHARGE.

1. Any property owner who fails to timely comply with the requirement of section ~~xx~~100.05 or ~~xx~~100.06 of this chapter shall be subject to and pay a monthly surcharge on the property owner's

utility bill. 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, or when the property owner has failed to timely disconnect any discharge of storm water to the City sanitary sewer system. This surcharge shall commence on the first day of the month following the expiration of the thirty (30) day period set in section ~~xx~~100.05 of this chapter, or the deadline set in section ~~xx~~100.06 of this chapter, as applicable, when the property owner has either failed to timely allow for an inspection or has failed to timely correct any illegal connections to the City sanitary sewer system. Such surcharge shall continue to be imposed on the property owner's utility bill for as long as the property owner continues to own the property without complying with the requirements of this chapter. If ownership of property transfers prior to coming into compliance with this chapter, the new property owner shall receive notices and the opportunity to correct noncompliance, as provided in ~~xx~~100.05 and ~~xx~~100.06, prior to a surcharge being imposed on the new property owner.

2. A surcharge of fifty dollars (\$50.00) 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.

~~xx~~100.098 **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 additionally retains the right to pursue any and all civil remedies including, but not limited to, injunction or abatement actions to remedy a violation.

~~xx~~100.1009 **HEARING.** Any person aggrieved by any provision of this chapter may request a hearing before the City Council within 30 days following an inspection. The hearing request must be by written notice to the Mayor, who shall schedule the hearing within 30 days. The finding of the City Council shall be final. Any person aggrieved by the actions of the City Council under this chapter may seek relief through the Courts as provided by law.

CHAPTER 100

SUMP PUMP AND GROUNDWATER STANDARDS

100.01 Purpose
100.02 Definitions
100.03 Restrictions
100.04 Sump Pump and Rigid Pipe Installation
100.05 Inspections

100.06 Removal of Connections
100.07 Financial Assistance for Compliance
100.08 Surcharge
100.09 Penalty
100.10 Hearing

100.01 PURPOSE. The purpose of this chapter of this Code of Ordinances pertaining to Sump Pump and Groundwater Standards is to set forth uniform requirements for the installation, use and discharge of sump pumps or other groundwater conveyance systems; 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 into the City sanitary sewer system; and to establish the penalty structures required to enforce rules and regulations set forth in this chapter.

100.02 DEFINITIONS. For use in this chapter, unless the context specifically indicates otherwise, the following terms are defined:

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1. Where a sump pit exists in any building it shall have a pump installed with a discharge pipe. 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.

100.05 INSPECTIONS.

1. Property owners shall allow the Code Enforcement Officer, Wastewater Foreman, or the City's designated representative to inspect the buildings to confirm and document that there is no sump pump or other prohibited discharge into the wastewater collections system. The City may periodically re-inspect any building or premises to determine compliance with the requirements of this chapter. Property owners may meet the requirements of this section by contracting with a licensed plumber who is authorized to do business in the City to perform such inspection. An inspection performed by someone other than the Code Enforcement Officer, Wastewater Foreman or the City's designated representative will require the completion and return of an inspection form provided by the City, documenting the results of the inspection. Any plumber in the City of Evansdale who falsely attests to documentation regarding compliance with this chapter may lose their plumbing license privileges in the City. All costs associated with an inspection by a licensed plumber retained by the property owner under this section shall be the responsibility of the property owner.
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3. 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 date of transfer. The new property owner is responsible for contacting the City to schedule such. Property owners may meet the requirements of this section by contracting with a licensed plumber who is authorized to do business in the City to perform such inspection and return a completed inspection form to the City. Such inspection, whether performed by the City or by a licensed plumber hired by the property owners, shall be completed and the City notified of the results within the ninety (90) day period.

100.06 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 180 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.

2. The owner of a building or premises found to not be in conformance with this chapter upon expiration of the 180-day notice period commenced pursuant to section 100.06(1) shall be subjected to a surcharge as provided herein starting from the initial date of inspection.

3. The permit fee shall be waived for any property owner or plumber pulling a permit for the purpose of coming into compliance with this chapter.

100.07 FINANCIAL ASSISTANCE FOR COMPLIANCE.

1. Property owners with gross monthly income below the threshold set annually by the Hardship and Grievance Committee are eligible for assistance with the cost of compliance with this chapter. The gross monthly income threshold applicable for exemption from garbage collection fees shall be the same threshold that applies to this chapter. For those property owners who both qualify for assistance and comply with the terms of this section, the City will initially pay the costs of coming into compliance with this chapter. The City Clerk shall then certify the costs to the County Treasurer and such costs shall be collected with, and in the same manner as, general property taxes. The assessment shall be paid by the property owner in up to ten (10) annual installments in the same manner and with the same interest rates provided for assessments against benefited property under State law.

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- C. Discharge Modifications Prohibited: The property owner shall not modify the sump pump discharge in any manner that is not in compliance with this chapter.

4. Nothing in this section shall delay or suspend any surcharge assessed under section 100.08. Property owners eligible for assistance under this section will still be subject to a monthly surcharge if they fail to come into compliance with this chapter within the notice periods provided in section 100.05 or section 100.06.

100.08 SURCHARGE.

1. Any property owner who fails to timely comply with the requirement of section 100.05 or 100.06 of this chapter shall be subject to and pay a monthly surcharge on the property owner's

utility bill. 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, or when the property owner has failed to timely disconnect any discharge of storm water to the City sanitary sewer system. This surcharge shall commence on the first day of the month following the expiration of the thirty (30) day period set in section 100.05 of this chapter, or the deadline set in section 100.06 of this chapter, as applicable, when the property owner has either failed to timely allow for an inspection or has failed to timely correct any illegal connections to the City sanitary sewer system. Such surcharge shall continue to be imposed on the property owner's utility bill for as long as the property owner continues to own the property without complying with the requirements of this chapter. If ownership of property transfers prior to coming into compliance with this chapter, the new property owner shall receive notices and the opportunity to correct noncompliance, as provided in 100.05 and 100.06, prior to a surcharge being imposed on the new property owner.

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100.10 HEARING. Any person aggrieved by any provision of this chapter may request a hearing before the City Council within 30 days following an inspection. The hearing request must be by written notice to the Mayor, who shall schedule the hearing within 30 days. The finding of the City Council shall be final. Any person aggrieved by the actions of the City Council under this chapter may seek relief through the Courts as provided by law.