

**REGULAR CITY COUNCIL MEETING  
TUESDAY – OCTOBER 2, 2018 – 6:00 PM  
EVANSDALE CITY HALL**

**AGENDA**

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Approval of the October 2, 2018 agenda
5. Approval of the Consent Agenda – All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion
  - a. Approval of September 18, 2018 regular meeting minutes
6. Resolution 6249 authorizing payment of bills and transfers
7. Resolution 6250 approving Deerwood Campground as a special animal management zone for goose hunting
8. Resolution 6251 approving the sale of city property in the amount of \$80,000 to One Site Development, LLC.
9. Resolution 6252 approving Development Agreement with One Site Development, LLC
10. Resolution 6253 approving FY2018 Urban Renewal Report
11. Resolution 6254 fixing compensation for Officer Dietz
12. Resolution 6255 approving payment #3 (Pre-Final) to Peterson Contractors, Inc., Reinbeck, Iowa for the Angels Island Bridge Project in the amount of \$20,662.97
13. Resolution 6256 approving final retainage payment #8 to Vieth Construction Corp, Cedar Falls, Iowa for the 2017 Patching and Maintenance Project in the amount of \$28,548.80
14. Request to enter into an engineering agreement with McClure Engineering, Co. in the amount of \$29,800 for the wastewater treatment plant facility plan and nutrient reduction evaluation 2018
15. Request from Public Works Dept. to purchase 40 loads of premium black dirt (fill projects) from Frickson Brothers Excavating in the amount of \$6,000 (\$150 per load)
16. Request to replace damaged sidewalk panels at City Hall with B and B Builders and Supply in an amount not to exceed \$3,825
17. Discussion/Possible action: Cedar Bend Humane Society Trap-Neuter-Return program agreement
18. Discussion /Possible action: repair to stormwater system Lake Shore Place
19. Request to reschedule the November 6<sup>th</sup> Council meeting to November 7, 2018 due to General Election

20. Public discussion: non-agenda items

21. Mayor/Council Reports

22. Adjournment

CITY HALL  
EVANSDALE, IOWA, SEPTEMBER 18, 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: Loftus, Dewater, Seible, and Walker. Absent: Bender. Quorum present.

Loftus/Walker to approve September 18, 2018 agenda. Ayes-Four. Motion carried.

Loftus/Seible to approve the following items on the September 18, 2018 consent agenda. a. Approval of September 4, 2018 regular meeting minutes. b. Accept and place on file the minutes and reports from the following Departments, Boards, and Commissions (n/a = not available): Ambulance & Fire Report (Aug), Building Inspection Report (Aug), Clerk/Treasurer Report (Aug), Code Enforcement Report (Aug), Evansdale Municipal Housing (n/a), Library (Aug), Parks & Rec Dept. (Aug), Planning & Zoning (May), Police Dept. (Aug), Storm Water Commission (n/a), and Water Works (Aug). Roll call vote: Ayes-Four.

Dewater/Loftus to approve Resolution 6247 authorizing payment of bills and transfers. Roll call vote: Ayes-Four.

Walker/Loftus to open public hearing-sale of city property. Ayes-Four. Motion carried. Proof of publication on file no comments received prior to the meeting. Mayor Faas read a statement regarding cost to purchase, remove asbestos, and demolish blight property purchased by the city. He explained that the developer was willing to sign a development agreement stating the assessed valuation for property tax purposes will not fall below \$1,000,000 with no other incentives offered by the city. The current annual estimated taxes generated by this new commercial development will be \$29,038. Because the city did certify this debt as TIF debt the city can capture a greater percentage of the taxes and pay off the debt in ten years. If it was paid by general funds collected at a much lower tax rate it would take approximately 37.7 years to pay off. Loraine Atkins, 625 River Forest Road, stated that the plan should have been brought to planning and zoning before it was taken to council for approval. Councilor Seible questioned what business was going in there. Mayor Faas responded that he couldn't disclose the developer until the final paperwork had been approved and would ask for the next agenda item, approving sale of city property, be tabled. Walker/Loftus to close the public hearing at 6:06 p.m. Ayes-Four. Motion carried.

Seible/Walker to table Resolution 6248 approving the sale of city property in the amount of \$80,000 to One Site Development, LLC. Roll call vote: Ayes-Four.

Seible/Walker to approve request from Public Works Director to asphalt patch several areas throughout the city utilizing Lucas Asphalt Paving in the amount of \$7,925. Councilor Seible questioned if there were any other areas in town that needed addressed. Chris Schares, Public Works Director responded that quoted areas were of immediate concern and other areas would be addressed as the budget allowed. Ayes-Four. Motion carried.

Loftus/Dewater to approve setting the date of Trick or Treat for October 31<sup>st</sup> from 6 p.m.-8 p.m. Ayes-Four. Motion carried.

Presentation McClure Engineering Company: Derrick Anderson and Alex Potter from McClure stated that the schedule of this project was critical as the Iowa DNR (IDNR) had issued the city's NPDES permit subject to the completion of the waste water treatment plant upgrades. He discussed the project schedule stating the first goal was to submit a facility plan to IDNR by January 2019 giving the city the potential to extend the deadlines set forth by the IDNR. They also discussed the financing of a project of this magnitude and how it would impact sewer rates upwards of \$11.80 per month to meet state and federal grant funding guidelines. Councilor Dewater questioned what the flood prevention would cost. Mr. Anderson responded that until the no-rise certification was completed they wouldn't know the cost. Councilor Seible questioned how soon we would know the impact to city funds and citizens rates. Mayor Faas responded that we need to move forward with an engineer to answer those questions he also stated he was pleased that McClure was planning to work with IDNR on an extension for the project.

Presentation by Snyder & Associates, Incorporated: Lindsey Beaman and Nick Eisenbacher from Snyder discussed understanding the long-range plan for the city, creating an actionable plan and schedule for prompt commencement of the project, assisting the city with funding and implementation process, understanding the flood modeling result and mitigation options available to City, preparation of a plan of action with IDNR and providing planning, design, construction, and long-term operations and maintenance support. Councilor Dewater questioned if technical services for funding would be included. Ms. Beaman responded yes. Mayor Faas questioned what the first step would be for the city. Beaman responded that they would meet with city staff and discuss the next steps to come into compliance with the IDNR.

Presentation by Shive Hattery, Incorporated: Tim Wilson with Shive thanked the mayor, council and staff for the process taken to match the city with an engineering service and allowing them to present to the city. Mr. Wilson discussed their process then introduced Shane Oiler, design lead on the project. Mr. Oiler stated that Shive had formed a team that would collaborate with city staff to bring the process together addressing the regulatory process but remain set on attaining city goals. Mr. Wilson stated after meeting with city staff he heard let's fix this, fix it now and set us up for the next 20 years and stage it in such a way that compliance items would be addressed immediately and work through other issues step-by-step. Mayor Faas questioned if they oversee the funding process for the city. Wilson responded yes. Councilor Dewater questioned if their rates were competitive. Wilson responded yes.

Public Discussion: non-agenda items: Bill Nichols, 221 Oakwood, questioned the increase in storm water rates and why funds were not spent in his area on storm water issues. Mayor Faas responded that our storm water fee is only \$1 per month. Councilor Dewater stated that he wasn't aware of stormwater issues in casebeer heights. Dona Frickson, 911 Central Ave., questioned why the city hadn't moved forward on the seal coating of Ellendale Drive; if the city would re-visit the ordinance restricting residents from parking on their lawns, and the grand opening/ribbon cutting for Angel's Island will be held on September 30<sup>th</sup> from 1:00-4:00 p.m. with several activities for the children and she extended an invitation to the mayor, council and staff as well as thanked them

for their support of the project. Councilor Dewater stated that the intention of the ordinance was to restrict overnight/long-term parking on the grass. Mayor Faas stated that the city hasn't seal coated Ellendale as heavy equipment would be utilized for developing the lots, but that we were working on a plan of progress. Mark Atkins, 909 3<sup>rd</sup> Ave., stated that trees along the roadways needed to be trimmed and that the city needed to re-address the law enforcement agreement with the City of Elk Run Heights as they should be charged for our services on a per capita basis.

Mayor/Council Reports: Mayor Faas stated that he met with the mechanical engineer today regarding the Community Response Center's HVAC system and that we were currently utilizing over 475,000 gallons of water per month. He also had spoken with three engineering services on the rehabilitation of Lafayette Road and would discuss in detail before the end of the year. Councilor Seible stated that he had a lot of complaints about the parking ordinance and took responsibility in passing it as well as other councilmembers, but it needed to be amended and he would put together some language for the council to consider at the next meeting. Councilor Dewater hadn't received any complaints but the ordinance wasn't intended to restrict parking if a family wanted to have a get together and park in their yard. Mayor Faas stated that if the council wanted to bring back the parking ordinance it would be considered. Seible also questioned if the River Forest Rd. Project had been closed. Mayor Faas responded that the city and CGA were under the assumption that a former employee of CGA had been filing the necessary reports and updates to the IA Dept of Transportation in a timely manner. That was not the case and has been a long and lengthy process preparing the documents for the closing of the project. Dewater questioned if we could file a claim against their errors and omissions insurance. Faas responded that they have been working with us. Seible also questioned the Ellendale project. Faas responded that it was in the works. Loraine Atkins, 625 River Forest Rd., stated that the original parking ordinance was intended for junk vehicles only.

There being no further discussion, Seible/Dewater to adjourn the meeting at 7:39 p.m. Motion carried.

**ATTEST:**

---

**Doug Faas, Mayor**

---

**DeAnne Kobliska, City Clerk**

**RESOLUTION 6249**

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

BH CO TREASURER	FY19 2ND QTR DISPATCH FEES	14,124.69
BOUND TREE MEDICAL	FD-MEDICAL SUPPLIES	351.86
	FD-MEDICAL SUPPLIES	61.90
	<b>TOTAL:</b>	<b>413.76</b>
CENTURY LINK	SR-INTERNET	78.99
CITY LAUNDERING	LIB-MONTHLY MATS	41.28
	CH-MONTHLY MATS	71.85
	<b>TOTAL:</b>	<b>113.13</b>
CGA	DORIS DR CONSTRUCTION	114.00
	RFR RECON	1,515.85
	WWTF IMPROVEMENT	1,460.00
	<b>TOTAL:</b>	<b>3,089.85</b>
COURIER	CH-PH/DISPOSAL OF CITY PRPTY	17.20
	PY-9/4 MINS & BILLS	115.48
	<b>TOTAL:</b>	<b>132.68</b>
COVENANT MEDICAL CENTER	FD-MUTUAL AID	132.00
FAREWAY	FD-LAUNDRY SUPPLIES	27.15
GIERKE-ROBINSON CO	HOSE/6" PUMP	684.80
<b>APPROVED</b>	<b>HAWKEYE COLLEGE</b>	<b>1,868.00</b>
<b>BY CC</b>	I.N.R.C.O.G.	275.00
<b>08/07/2018</b>	RU-NE IA CORRIDOR STUDY #21	166.16
	<b>TOTAL:</b>	<b>441.16</b>
IOWA ONE CALL	RU-AUG LOCATES	10.53
	SR-AUG LOCATES	10.53
	<b>TOTAL:</b>	<b>21.06</b>
JL COMPONENTS	SR-BLOWER FILTERS	543.53
KOBLISKA, DEANNE	RMBRSE TRAVEL	70.85
MEDIACOM	PD-INTERNET/83849500300902	117.95
	FD-INTERNET/83849500300902	117.95
	BI-INTERNET/83849500300904	41.18
	CH-INTERNET/83849500300904	41.18
	RU-INTERNET/83849500300903	95.90
	RU-INTERNET/83849500300001	75.90
	RU-INTERNET/83849500300904	41.18
	SR-INTERNET/83849500300904	41.18
	<b>TOTAL:</b>	<b>572.42</b>
MENARDS	RU-WATER COOLER DISPENSER/SHOP	143.99
NORTH CENTRAL LABS	SR-LAB SUPPLIES/METER	149.16
PCI	ANGLS ISLD BRDGE PMTN #3 PRE-FINAL	20,662.97
POWER STUMP REMOVAL	RU-11 ASH STUMPS REMVD	900.00
	RU-2 ASH STUMPS REMVD	160.00
	<b>TOTAL:</b>	<b>1,060.00</b>
POWERPLAN	RU-BUCKET TOOTH #54	20.32
RYDELL CHEVROLET	RU-DEF REFILL, SYSTM CK #73	151.46
<b>APPROVED</b>	<b>SCHOOL BUS SALES</b>	<b>3,250.00</b>
<b>BY CC</b>	SR-TOOL BOX RELOCATE #44	165.00
<b>07/17/2018</b>	<b>TOTAL:</b>	<b>3,415.00</b>
<b>APPROVED</b>	<b>SHUCK-BRITSON</b>	<b>2,500.00</b>
<b>BY CC</b>	<b>TOTAL:</b>	<b>2,500.00</b>
<b>06/19/2018</b>	TESTAMERICA	75.00
	SR-MNTHLY TESTING	424.50
	<b>TOTAL:</b>	<b>499.50</b>
THOMAS ELECTRIC	SR-BLOWER MOTOR BEARINGS	298.00
TIFCO INDUSTRIES	RU-HYDRO HOSE/EQUIPMENT	449.00
U.S. CELLULAR	FD-CELL PHONE	74.86
	BI-CELL PHONE	84.93
	PK-CELL PHONE	34.86
	RU-CELL PHONE	208.45

	SR-CELL PHONE	72.90
	<b>TOTAL:</b>	<b>476.00</b>
VIETH CONSTRUCTION	RU-FNL RETNG/17 PTCHNG & MNTNC	28,548.80
	001 GENERAL FUND	17,670.17
	002 CAPITAL IMPROVEMENT	20,662.97
	005 STREETS	29,818.70
	110 ROAD USE TAX	5,282.84
	610 SEWER FUND	6,568.79
	740 STORM WATER	684.8
	<b>TOTAL:</b>	<b>80,688.27</b>

**PREPAYS**

APPROVED BY CC 9/4/18	83055	BAKER & TAYLOR	LIB-BOOKS/VIDEOS/DVDS	1,498.58
	83057	CAPITAL ONE	LIB-POSTAGE	85.85
APPROVED BY CC 5/1/18	83058	CITY OF CEDAR FALLS	RU-BRINE INSTALLATION	8,000.00
	83059	ELECTRIC PUMP	SR-OMNISITE INSTALLATION	15,224.00
	83060	MONTICELLO LIBRARY	LIB-BOOKS/VIDEOS/DVDS	15.00
	83061	WINDSTREAM	PHONES	429.73
DRAFT		ADVANTAGE ADMIN	DEDUCTIBLE EXPENSE/HRA FEES	3,072.26
	83063	AFLAC	INSURANCE	60.02
DRAFT		IPERS	RETIREMENT	7,747.95
	83064	METLIFE	DNTL/VIS/LIFE	2,723.85
	83065	MFPRSI	RETIREMENT	11,115.69
	83066	POLICE ASSOCIATION	P/R DEDUCT	70.00
DRAFT		TREASURE ST OF IA	P/R DEDUCT	3,548.00
	83067	VALIC	P/R DEDUCT	50.00
	83068	WELLMARK	INSURANCE	16,285.46
		<b>TOTAL PREPAYS:</b>		<b>24,363.80</b>

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF EVANS DALE, IOWA, ON THIS 2ND DAY OF OCTOBER 2018

**ATTEST:**

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

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

**RESOLUTION 6250**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
EVANSDALE, IOWA, APPROVING DEERWOOD CAMPGROUND AS A  
SPECIAL ANIMAL MANAGEMENT ZONE FOR GOOSE HUNTING**

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of  
Evansdale, Iowa, approving Deerwood Campground as a special animal management zone for  
goose hunting.

**PASSED AND APPROVED THIS 2<sup>ND</sup> DAY OF OCTOBER 2018**

**ATTEST:**

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

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

## **HUNTING LEASE**

Subject to the terms and conditions of this Lease, the City of Evansdale, Iowa (“Evansdale”) does hereby grant to and Kenneth Martin and Chad Martin (collectively “Hunters”) the right to goose hunt at the Deerwood Park Campground area (“Leased Premises”) from October 20, 2018 through January 10, 2019.

### **Terms and Conditions**

1. Hunters agree to pay Evansdale as rent \$10 for the right to hunt the Leased Premises. All rent shall be paid at 123 N. Evans Rd., Evansdale, IA 50707.
2. Hunters shall have and possess a valid Iowa hunting license that covers the species which Hunters intend to hunt on the Leased Premises.
3. Hunters shall comply with all federal, state, and local hunting regulations.
4. Hunters shall allow no more than three guests to hunt with them at a time.
5. No minors shall be allowed on the property with Hunters.
6. Evansdale reserves, and at all times shall have, absolute right and authority through its agents and/or employees to go on the Leased Premises for any purpose.
7. Upon violation of any term of this Lease by Hunters, Evansdale may terminate this Lease and shall have no duty or obligation to refund any part of Hunters’ payment for the Lease.
8. Hunters accept the Leased Premises in an “as is” condition and understand and agree that hunting is a dangerous activity and that there may be hidden hazards, such as holes, animals, ponds, harmful plants, or other risks that may injure or cause the death of the Hunters.
9. Hunters shall be personally responsible for the actions and activities of all persons hunting under this Lease.
10. Hunters shall provide Evansdale with a current certificate of liability insurance covering Hunters, Evansdale, and all guests against all damages and liabilities.
11. Hunters recognize the inherent dangers associated with hunting, both natural and human created. Hunters recognize that accidents involving firearms, ammunition, falling trees, hidden ground openings, poisonous plants and animals and various other dangers may forcibly occur on the Leased Premises. Hunters each acknowledge his recognition of these dangers and agree that Evansdale shall have no responsibility or liability to Hunters or to any other individual or entity for any claim, demand, loss, damage, or injury (including death) resulting from anything

done or omitted in any manner arising under the Lease. Hunters hereby agree, on behalf of himself and their heirs, personal, representatives, and assigns, to indemnify and hold Evansdale, including its representatives, agents and employees, harmless from and against any and every claim, demand, loss or damage, including interest, costs and attorney fees, resulting from Hunters' activities on the Leased Premises and/or from anything done or omitted or in any manner arising under this Lease.

12. If any provision of this Lease is determined to be invalid, illegal or unenforceable, the remaining provisions of this Lease remain in full force and effect so long as the essential terms and conditions of this Lease reflect the original intent of the parties and remain valid, legal and enforceable.

THE ABOVE LEASE is hereby entered into by the following authorized agents of the parties.

**CITY OF EVANSDALE, IOWA:**

By: \_\_\_\_\_  
Doug Faas, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**HUNTERS:**

\_\_\_\_\_  
Kenneth Martin

\_\_\_\_\_  
Chad Martin

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

Prepared by DeAnne Kobliska, City Clerk, City of Evansdale 123 N Evans Rd., Evansdale, IA 50707 319-232-6683

**RESOLUTION 6251**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA APPROVING THE SALE OF PROPERTY TO ONE SITE DEVELOPMENT, L.L.C. BY QUIT CLAIM DEED IN THE AMOUNT OF \$80,000 AND OTHER GOOD AND VALUABLE CONSIDERATION.**

**WHEREAS**, notice of public hearing was published and was held on September 18, 2018 at the regular City Council meeting for the purpose of receiving comments on the consideration of the sale of City property described as approximately 0.846 acres located at the NWC of Evans Road and Lafayette Road in Evansdale, Iowa, as shown on Exhibit A – Subject Property. Black Hawk County Assessor Parcel ID's: 8912-32-176-015, 8912-32-176-014, 8912-32-176-042.; and,

**WHEREAS**, the sale of property is in the best interest of the City for the purpose of Economic Development.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Evansdale, Iowa approves the sale of said property to One Site Development, L.L.C. by Quit Claim Deed in the amount of \$80,000 and other good and valuable consideration.

**BE IT FURTHER RESOLVED** the City Council authorizes and directs the Mayor to execute a deed transferring the above described property.

**PASSED AND APPROVED THIS 2<sup>ND</sup> DAY OF OCTOBER 2018**

**ATTEST:**

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

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

## CONTRACT FOR SALE AND PURCHASE

Seller and Buyer, as hereinafter defined, for good and valuable consideration given by each to the other, the receipt and sufficiency of which is hereby acknowledged, hereby enter into this Contract for Sale and Purchase ("Contract") and covenant and agree as follows:

1. **Defined Terms.** The following Terms, as used herein and in any exhibits and addenda attached hereto and any subsequent amendments hereof, shall be defined as follows:

- a. SELLER: City of Evansdale, Iowa
- b. BUYER: One Site Development, LLC, an Iowa limited liability company, and/or its assigns.
- c. SELLER'S ATTORNEY: Laura Folkerts  
Dutton, Braun, Staack & Hellman, P.L.C.
- d. BUYER'S ATTORNEY: TBD
- e. SELLER'S BROKER: N/A
- f. BUYER'S BROKER: N/A
- g. CLOSING AGENT: TBD
- h. PURCHASE PRICE: Eighty Thousand and 00/100 Dollars (\$80,000.00).
- i. EARNEST MONEY: Two Thousand and No/100 Dollars (\$2,000.00).
- j. EFFECTIVE DATE: The last date on which the Buyer or Seller executes this Contract.
- k. INSPECTION PERIOD: One Hundred Fifty (150) days after the Effective Date, as more particularly defined in Paragraph 6, unless extended by this Contract or the parties in writing.
- m. CLOSING: March 15<sup>th</sup>, 2019.
- n. SUBJECT PROPERTY: Approximately 0.846 acres located at the NWC of Evans Road and Lafayette Road in Evansdale, Iowa, as shown on Exhibit A – Subject Property. Black Hawk County Assessor Parcel ID's: 8912-32-176-015, 8912-32-176-014, 8912-32-176-042.

2. **Agreement to Sell and Purchase.** Subject to terms and conditions of this Contract, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller all of the following described property ("Subject Property"):

- (a) The Subject Property described in Paragraph 1 above, together with all easements, rights-of-way and appurtenances used in connection with the beneficial use and enjoyment of the Subject Property;

(b) all intangible property ("Intangible Property") owned or held by Seller in connection with the Subject Property including, but not limited to, (i) all transferable licenses, guarantees, and warranties covering the Subject Property, or any part thereof; (ii) all transferable permits covering the Subject Property, or any part thereof; and (iii) all transferable utility contracts, plans and specifications, governmental approvals, licenses and development rights related to the Subject Property.

(c) Seller shall remove all equipment and personal property prior to Closing.

3. **Purchase Price and Method of Payment.** Purchase Price is subject to credits, adjustments, and prorations for which provisions are hereinafter made in this Contract. Purchase Price shall be paid by Buyer to Seller in the manner and at the times following, to wit:

(a) **Earnest Money.** The Earnest Money shall be deposited with the Escrow Agent by Buyer within five (5) business days of the Effective Date. Earnest Money shall be paid to Anfinson and Luce Law Trust Account ("Escrow Agent"). Earnest Money shall be applied to Purchase Price and any other sums due and owing from Buyer to Seller at Closing. Any interest earned on Earnest Money shall be the property of Buyer and shall not be applied to Purchase Price or any other sum due and owing from Buyer at Closing.

(b) **Balance.** The balance of Purchase Price and all other sums due and owing from Buyer to Seller under this Contract after credits, adjustments and prorations, shall be paid by Buyer to Seller by federal funds wire transfer at Closing.

4. **Earnest Money Refund.** Earnest Money shall be non-refundable except upon the occurrence of one or more of the following events: (a) Prior to expiration of Inspection Period, as it may be extended, Buyer determines that the Subject Property is unsatisfactory and terminates this Contract as provided in Paragraph 6; (b) Buyer terminates this Contract following Seller's failure to correct an objection to title as provided in Paragraph 7; (c) Buyer terminates this Contract following Seller's failure to correct an objection to the condition of the Subject Property based upon a survey as provided in Paragraph 7; or (d) Seller defaults or fails to perform any of its obligations under this Contract which have not been waived by Buyer. If Buyer chooses to terminate this Contract pursuant to events referenced in this Paragraph 4, it shall return to Seller the original and all photocopies of Documents as a condition to the return of any Earnest Money.

5. **Delivery of Documents.** Within ten (10) business days of Effective Date, Seller shall deliver to Buyer the following information relating to the Subject Property to the extent in Seller's possessions: (a) existing environmental or geotechnical reports, (b) existing title information, and (c) all other reasonably requested documents relating to the Subject Property (collectively "Documents").

6. **Inspection Period.** Buyer shall have a period commencing the day after the Effective Date and expiring One Hundred Fifty (150) days thereafter ("Inspection Period") in which to inspect, examine, obtain any required retailer approval for Buyer's intended use, obtain a commitment for satisfactory financing, examine the Subject Property and Documents, if any, and determine whether the Subject Property is satisfactory to Buyer and Buyer's tenant, in Buyer's sole discretion. Buyer's inspection may include a title search, survey, geotechnical testing, environmental testing, market studies, and appraisals of the Subject Property, but may not disturb Seller's business.

Seller agrees to cooperate fully with Buyer, in Buyer's effort to obtain such zoning, platting, site plan, utility and other development approvals and permits from applicable governmental authorities and from

utility companies as may reasonably be necessary for Buyer's intended use and proposed development of the Subject Property (the "Development Approvals"). Seller agrees to execute all documents required for the Development Approvals, including applications for the Development Approvals and documents appointing the Buyer or its nominee to act on Seller's behalf to obtain any Development Approvals. At the request of Buyer, Seller agrees to appear at public hearings, city staff meetings or other meetings related to the Development Approvals.

In the event Buyer elects to terminate this Contract pursuant to this Paragraph 6, Buyer shall deliver written notice to Seller of its election to terminate this Contract and return all Documents to Seller.

7. **Title.** As soon as commercially reasonable after the Effective Date, Seller shall deliver to Buyer an abstract of title, updated to the Effective Date, for the Subject Property ("Abstract"), at Seller's sole cost and expense. Buyer may prepare at Buyer's sole cost and expense, an ALTA survey ("Survey") of the Subject Property. Within twenty (20) days after receipt of the later of the Survey or Abstract, Buyer shall notify Seller of any objections to the Abstract or Survey and Seller shall have thirty (30) days after the receipt of Buyer's objections within which to resolve Buyer's objections. In the event Seller is unable to satisfy Buyer's objections within said time period, Buyer may elect to cancel this Agreement, in which event Escrow Agent shall immediately return to Buyer the Earnest Money and any other deposit(s) made by Buyer together with any interest earned thereon, or Buyer may waive in writing its title and survey objections and accept the condition of title and survey. Title exceptions (exclusive of any liens, all of which Seller hereby agrees to satisfy on or before Closing) approved or accepted in writing by Buyer shall hereinafter be referred to as "Permitted Exceptions".

8. **Warranties and Representations of Seller.** Seller represents and warrants to Buyer as follows:

(a) **No other Rights.** There are no adverse or other parties in possession of the Subject Property or any part of thereof. No party has been granted any license, lease, or other right or interest relating to the use or possession of Subject Property, or any part thereof, other than as expressly provided for herein or of record.

(b) **Environmental Matters.** To the best knowledge and belief of Seller: (i) the Subject Property does not contain, no activity upon the Subject Property has produced, and the Subject Property has not been used in any manner for the storage of, any hazardous or toxic waste, material, discharge, deposit, dumping, or contamination, whether of soil, ground water, air, or otherwise, which activity or condition violates any federal, state, local, or governmental agency law, statute, rule, regulation, or other similar provision, or creates any liability to third-parties, or required reporting to any governmental authority; (ii) the Subject Property does not contain underground storage tanks of any type, or any materials containing or producing any polychlorinated biphenyls or any asbestos; and (iii) there are no subsurface conditions that constitute or with the passage of time may constitute a public or private nuisance.

(c) **Authority.** Seller has full right, power, and authority to sell and convey Subject Property to Buyer as provided in this Contract and to carry out the Seller's obligations hereunder. All requisite partnership, corporate, or other actions necessary to authorize Seller to enter into this Contract and to perform its obligations hereunder have been taken; the joinder of no person or entity other than Seller will be necessary to convey Subject Property fully and completely to Buyer at Closing; and the execution and delivery of this Contract and the consummation of the transaction herein contemplated will not conflict with or result in a breach of any terms or provisions of, or constitute a default under, any indenture, mortgage loan agreement, or instrument to which Seller is a party or by which Seller or the Subject

Property is bound.

(d) **Insolvency.** That there has not been filed by or against Seller any petition in bankruptcy or other insolvency proceedings or for reorganization of Seller or for the appointment of a receiver or trustee for Seller's property, nor has Seller made any assignment for the benefit of its creditors or filed a petition for an arrangement or entered into an arrangement with creditors, or otherwise admitted in writing their inability to pay their debts as they become due.

(e) **Litigation.** That there is no litigation or proceeding pending or threatened against Seller and Seller has no reasonable grounds to know the basis for any such action that would in any way effect its ability to convey title to the Subject Property.

(f) **Contract.** There are no service or maintenance contracts or other contracts or agreements now in force between Seller and any other party with respect to or affecting the Subject Property, other than those delivered or to be delivered as part of Buyer's inspection.

(g) **Foreign Person Status.** Seller is not a foreign person as defined in Internal Revenue Code Section 1445 and any related regulations. At Closing, Buyer will have no duty to collect withholding taxes for Seller pursuant to the Foreign Investors Real Property Tax Act of 1980, as amended.

The representations and warranties made above shall survive Closing and are express representations and warranties upon which Buyer shall be entitled to rely regardless of any investigation or inquiry made by, or any knowledge of Buyer.

9. **Warranties and Representations of Buyer.** Buyer represents and warrants to Seller as follows:

(a) **Incentives.** As part of this Contract, Buyer agrees to not seek further abatements or incentives from Seller related to the Subject Property and/or any future improvements to the Subject Property.

(b) **Substantial Improvement.** As part of this Contract, Buyer agrees to substantially improve the Subject Property within one year of the Effective Date.

(c) **Property Value.** Buyer and Seller shall simultaneously execute a Development Agreement related to the tax valuation of the Subject Property.

10. **Closing.** Provided all conditions contained herein have been satisfied, the sale and purchase transaction contemplated in this Contract shall be closed on or before 12:00 P.M. Central Standard Time March 15<sup>th</sup>, 2019, as it may be extended. Closing shall occur at the office of Closing Agent, unless the parties expressly and mutually agree in writing to the contrary. At Closing, each party shall deliver originals of the following documents:

(a) **Seller's Documents.**

(i) Quit Claim Deed in form reasonably acceptable to Buyer from Seller conveying the Subject Property to Buyer;

(ii) such proof of Seller's authority to enter into this transaction as may be required

by Buyer or Closing Agent; and

- (iii) any reasonable and customary documentation typically required of sellers in a transaction of this kind; and
- (iv) a closing statement evidencing the Purchase Price and prorations.

(b) **Buyer's Documents.**

- (i) the balance of Purchase Price in accordance with Paragraph 3(b), plus Buyer's share of closing costs;
- (ii) such proof of Buyer's authority and authorization to enter into this transaction as may be required by Seller or Escrow Agent;
- (iii) any reasonable and customary documentation typically required of buyers in a transaction of this kind; and
- (iv) an acknowledgment of Buyer's acceptance of the closing statement.

11. **Closing Costs.** Buyer shall pay all costs associated with premiums for an owner's title insurance policy, premiums for a mortgagee's title insurance policy, title policy endorsement fees, survey costs, costs associated with financing obtained by Buyer, Inspection Period investigation costs, and the cost of recording Deed. Seller shall pay all costs associated with preliminary title report preparation fees and updating the Abstract one time prior to Closing, intangible tax, documentary stamp, transfer, sales, and other taxes due in connection with the sale and purchase of the Subject Property, brokerage commissions, and any corrective instruments necessary to cure Buyer's objections to title to the Subject Property. Fees for services provided by Closing Agent shall be split equally between Seller and Buyer. Seller and Buyer shall each bear their own attorneys' fees.

12. **Prorations.** Real estate taxes, assessments, association dues, common area maintenance costs, insurance premiums, and utility charges shall be prorated as of Closing. These obligations shall specifically survive Closing.

13. **Risk of Loss.** Seller shall bear the risk of loss or damage to the Subject Property prior to Closing. Seller agrees to maintain any existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to Closing, this Contract shall be null and void unless otherwise agreed by the parties; provided, however, Buyer shall have the right to receive insurance proceeds and complete Closing. The Subject Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before Closing.

14. **Remedies of the Parties.**

(a) **Termination by Buyer.** In the event Buyer terminates this Contract pursuant to a right to do so contained herein, this Contract shall thereafter be null and void and of no further force or effect and Buyer shall be entitled to a return of Earnest Money;

(b) **Seller's Failure to Close.** In the event Seller fails to consummate the sale of the Subject Property in accordance with the terms of this Contract for any reason, except for Buyer's default or its termination as provided in this Contract, Seller shall pay any fee owing to Buyer's Broker and Buyer shall

be entitled to: (i) terminate this Contract and Earnest Money shall be delivered to Buyer free of any claims by Seller or any other person with respect thereto; or (ii) enforce specific performance.

(c) **Buyer's Failure to Close.** If Buyer should breach, or be in default under, this Contract and fail to cure or remedy such breach or default within ten (10) days following receipt of written notice of such default (provided no such notice and cure period shall be required if such would extend beyond Closing), Seller's sole remedy shall be to retain Earnest Money as liquidated damages occasioned by such breach, such amount having been agreed to by the parties as a good faith estimate of Seller's actual damages, which damages are difficult to ascertain.

14. **Cooperation in a Tax-Deferred Exchange.** Each party reserves the right to consummate this transaction as a deferred exchange of like kind property as provided by Section 1031 of the Internal Revenue Code. Each party agrees to reasonably cooperate with the other in such event (provided there is no delay whatsoever in closing in any respect in this regard) at or prior to Closing and to execute necessary documents as appropriate and reasonable, provided that neither party shall have any liability in connection with the execution of the other's exchange documents and neither party shall become a title holder in connection with the other's exchange. Should there be any additional costs associated with this deferred exchange, they will be borne solely by the party requesting the exchange. The party requesting the exchange agrees to indemnify and hold the other harmless in connection with any matter concerning or arising out of such exchange or deferred exchange, which indemnification shall survive Closing.

15. **Brokerage.** Seller acknowledges that no broker or finder has been employed by Seller. Seller and Buyer each warrants to the other that no commissions are payable or due to any other broker or finder in connection with this Contract or the transaction contemplated herein and each agrees to indemnify, defend and hold the other harmless from and against any commissions or fees or claims for commissions or fees arising due to the indemnifying party, which indemnification shall expressly survive the termination of this Contract and the closing of the sale and purchase of the Subject Property contemplated by this Contract.

16. **General Provisions.**

(a) **Severability.** If any term or provision of this Contract or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, the remaining terms and provisions of this Contract or the application of such terms and provisions to circumstances other than those as to which it is held invalid or enforceable.

(b) **Further Actions.** The parties agree to execute and deliver from time to time hereafter any and all such further documents and to take such further actions as shall be reasonably necessary to carry out the transactions contemplated by this Contract.

(c) **Successors and Assigns.** This Contract shall be binding upon and inure to the benefit of Buyer and the Seller and their respective successors, heirs and assigns; however, the Seller and Buyer shall not directly or indirectly transfer or assign any of their respective rights hereunder in whole or in part without the prior written consent of the other party or parties, and any such transfer or assignment without such consent shall be void, ab initio. This Contract is not intended to benefit, and shall not run to the benefit of or be enforceable by, any other person or entity other than the parties hereto and their permitted successors and assigns. The parties further agree that said written consent shall not be

unreasonably withheld. Buyer may assign this Contract to a subsidiary or sister corporation without Seller's written approval.

(d) **Entire Contract.** In entering into and closing this Contract, no party has relied or shall rely upon any promises, representations and warranties not expressed herein, and this Contract expresses their entire Contract on the subject matter.

(e) **Amendment and Waiver.** Neither this Contract nor any provision or provisions herein may be amended or waived except by an amendment or new Contract executed by the parties in writing.

(f) **Survival of Provisions.** The provisions of this Contract shall survive the closing hereunder, unless expressly provided elsewhere in this Contract.

(g) **Time of the Essence.** It is expressly agreed by both Seller and Buyer that time is of the essence of this Contract and in the performance of all conditions, covenants, requirements, obligations and warranties to be performed or satisfied by the parties hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition, covenant, requirement, obligation or warranty by one party shall not be deemed to be a waiver of the performance or satisfaction of any other condition, covenant, requirement, obligation, or warranty unless specifically consented to in writing.

(h) **Governing Law.** The validity, interpretation, performance and enforcement of this Contract shall be governed by the laws of Iowa. Each of the parties consents to the jurisdiction of the federal and state courts in Iowa in all matters relating to this Contract. The prevailing party in any action to enforce this Contract shall be entitled to reasonable attorney fees and costs.

(i) **Notices.** All notices or other communications hereunder shall be given in writing and shall be deemed to be duly given if delivered by overnight delivery service (e.g. Federal Express), faxed to the party entitled or required to receive the same, or sent via electronic mail with read receipt, including the parties respective attorneys, at the address listed on front page of this Contract or to such other person or address as either party shall furnish in writing.

(j) **Recording.** Neither this Contract, nor any memorandum hereof, shall be recorded in any public records.

(k) **Captions.** The captions contained herein are for convenience only and shall in no way be deemed to limit, restrict, or otherwise modify the terms of this Contract.

(l) **Other Exhibits.** All of the terms set forth in the attached Exhibits are incorporated herein by this reference and agreed to by Seller and Buyer as if fully set forth at length herein.

(m) **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same Contract.

17. **Miscellaneous.** Parties associated with Buyer are licensed real estate agents in the State of Iowa, purchasing the property for their own profit or gain.

18. **Expiration of Offer.** This Contract is being executed first by Buyer and then presented to Seller for execution. Each party shall date this Contract below its signature as of the date of such signature. Upon Buyer's execution, this Contract constitutes an offer, which if not accepted by Seller's

execution and delivered to Escrow Agent within five (5) days thereafter, expires unless extended by Buyer in writing.

*(Signature page to follow)*

**Seller**

City of Evansdale, Iowa

**Buyer**

One Site Development, LLC, an Iowa  
limited liability company, and/or its  
assigns

\_\_\_\_\_  
By: Doug Faas  
\_\_\_\_\_  
Its: Mayor  
\_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Jeff Stickfort  
\_\_\_\_\_  
Its: Managing Member  
\_\_\_\_\_  
Dated: September 13, 2018  
\_\_\_\_\_



**RESOLUTION 6252**  
**DEVELOPMENT AGREEMENT**

This Agreement is entered into between the City of Evansdale, Iowa (“the City”) and One Site Development, LLC (“the Company”) as of the \_\_\_\_ day of October, 2018 (“Commencement Date”).

WHEREAS the City and the Company have negotiated a Contract for Sale and Purchase of approximately 0.897 acres located at the NWC of Evans Road and Lafayette Road in Evansdale, Iowa, as shown on Exhibit A – Subject Property (“Subject Property”);

WHEREAS the Company has proposed to develop the Property for a retail store; and

WHEREAS this Agreement is executed as additional consideration from the Company for the Subject Property.

NOW THEREFORE, the parties hereto agree as follows:

- 1. Property Value.** The parties acknowledge that development of the Subject Property will generate additional tax revenue for the City. By the Black Hawk County Assessor’s first full assessment of the Subject Property, and no later than January 1, 2021, the Company shall have substantially improved the Subject Property such that it attains a taxable valuation of at least \$1,000,000. The Company agrees to maintain the Subject Property at a minimum \$1,000,000 (One Million Dollars) taxable valuation for ten (10) years thereafter.
- 2. Events of Default.** The following shall be “Events of Default”:
  - a. The Company’s failure to develop the Subject Property pursuant to the terms of this Agreement and/or the Contract for Sale and Purchase.
  - b. Transfer of the Company’s ownership in the Subject Property during the term of this Agreement;
  - c. The Company’s failure to perform any term of this Agreement;
  - d. The holder of any Mortgage on the Subject Property, or any improvements thereon, or any portion thereof, commences foreclosure proceeding as a result of any default under the applicable Mortgage documents;
  - e. The Company’s:
    - i. Filing of any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law;
    - ii. Assignment for the benefit of its creditors; or
    - iii. Adjudication as bankrupt or insolvent.
- 3. Remedies on Default.** Whenever any Event of Default occurs and is continuing, any party not in default may provide the party in default written notice of such default. That notice shall provide the party in default thirty (30) days to cure the default. If the default has not been cured, and the party in default does not provide assurance reasonably satisfactory to the party giving notice that the Event of Default will be cured as soon as reasonably possible thereafter, the Company shall convey title to the Subject Property to the City, free and clear of any liens or encumbrances, but subject to any restrictive covenants, ordinances, and limited access provisions of record, if any, and to any existing easements, if any. The Company shall also establish to the satisfaction of the City that no labor has been performed

and no materials have been furnished by any contractor subcontractor, or any other person, firm or entity, in connection with any improvements made to the Subject Property within ninety (90) days immediately preceding the date of said conveyance. The Company shall also deliver to the city an abstract of title covering the Subject Property, certified to a date subsequent to the date of said conveyance, showing that marketable title to the Subject Property is vested in the Company. The Company shall pay to the City all general property taxes and special assessments, if any, due or to become due with respect to the Subject Property, continuing until the Subject Property is assessed to the City and is exempt from assessment for general property taxes by reason of its conveyance to and ownership by the City as a tax-exempt governmental body. The Company shall pay for all costs associated with conveyance of the Subject Property to the City.

In addition to conveyance of the Subject Property to the City, the City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to recover damages proximately caused by the default, or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement. The City's action may include seeking a decree of specific performance against the Company for the conveyance of the Subject Property to the City. If the City has to take legal action to enforce this Agreement, the party in default shall pay the City's reasonable attorney's fees and expenses.

No remedy herein conferred is intended to be exclusive and any other available remedies. No delay or omission to exercise any right upon any default shall impair any such right or be construed as a waiver thereof.

- 4. Notices.** All notices or other communications hereunder shall be given in writing and shall be deemed to be duly given if delivered by overnight delivery service (e.g. Federal Express), faxed to the party entitled or required to receive the same, or sent via electronic mail with read receipt, including the parties respective attorneys, at the following addresses:

If to the Company:        Jeff Stickfort  
   3759 Ranchero Road  
   Cedar Falls, IA 50613

If to the City:                City of Evansdale, Iowa  
   Attn: Mayor  
   123 N. Evans Rd.  
   Evansdale, IA 50707

- 5. Amendment and Assignment.** This Agreement may not be amended or assigned by either party without the written consent of the other party.

- 6. Successors.** This Agreement shall inure to the benefit and be binding upon the successors and assigns of the parties.

The City and the Company have caused this Agreement to be signed by their duly authorized officers as of the date first written above.

CITY OF EVANSDALE, IOWA

ONE SITE DEVELOPMENT, LLC

By: \_\_\_\_\_  
Doug Faas, Mayor

By: \_\_\_\_\_  
Jeff Stickfort  
Managing Member of One Site  
Development, LLC

Attest: \_\_\_\_\_  
DeAnne Kobliska, City Clerk



**RESOLUTION 6253**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA APPROVING THE URBAN RENEWAL REPORT FOR THE FISCAL YEAR 2018 AND AUTHORIZING THE CITY CLERK TO SUBMIT SAID REPORT**

**WHEREAS**, new Urban Renewal Area reporting requirements have become effective beginning July 1, 2012 and require cities with active Urban Renewal Areas to provide specified information concerning active Urban Renewal Areas and any associated Tax Increment Financing Districts.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Evansdale, Iowa that the attached Urban Renewal Area Report for the fiscal year 2018 is hereby approved.

**BE IT FURTHER RESOLVED** that the City Clerk is hereby authorized to submit said Urban Renewal Area Report to the Iowa Department of Management.

**PASSED AND APPROVED THIS 2<sup>ND</sup> DAY OF OCTOBER 2018**

**ATTEST:**

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

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

**Annual Urban Renewal Report, Fiscal Year 2017 - 2018**

**Levy Authority Summary**

Local Government Name: EVANSDALE  
 Local Government Number: 07G049

<b>Active Urban Renewal Areas</b>	<b>U.R. #</b>	<b># of Tif Taxing Districts</b>
EVANSDALE EAST URBAN RENEWAL	07003	2
EVANSDALE NW IND URBAN RENEWAL	07004	3
EVANSDALE WATERLOO HOME ACRES URBAN RENEWAL	07018	1
EVANSDALE HOUSING URBAN RENEWAL AREA	07900	0

**TIF Debt Outstanding: 4,870,223**

<b>TIF Sp. Rev. Fund Cash Balance as of 07-01-2017:</b>	<b>101,595</b>	<b>0</b>	<b>Amount of 07-01-2017 Cash Balance Restricted for LMI</b>
---	----------------	----------	---

TIF Revenue:	371,404
TIF Sp. Revenue Fund Interest:	1,351
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	8,924
<b>Total Revenue:</b>	<b>381,679</b>

Rebate Expenditures:	1,090
Non-Rebate Expenditures:	413,533
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>414,623</b>

<b>TIF Sp. Rev. Fund Cash Balance as of 06-30-2018:</b>	<b>68,651</b>	<b>0</b>	<b>Amount of 06-30-2018 Cash Balance Restricted for LMI</b>
---	---------------	----------	---

**Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: 4,386,949**

**Urban Renewal Area Data Collection**

Local Government Name: EVANSDALE (07G049)  
 Urban Renewal Area: EVANSDALE EAST URBAN RENEWAL  
 UR Area Number: 07003

UR Area Creation Date: 02/1982

UR Area Purpose: The East Urban Renewal Plan's main goal is to design and construct public infrastructure to promote private development.

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
EVANSDALE CITY/WATERLOO SCH/EVANSDALE EAST UR TIF INCR	07101	07102	2,943,108
EVANSDALE CITY AG/WATERLOO SCH/EVANSDALE EAST UR TIF INCR	07103	07104	0

**Urban Renewal Area Value by Class - 1/1/2016 for FY 2018**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	256,470	53,625,180	9,018,760	1,539,050	0	-144,456	64,295,004	0	64,295,004
Taxable	121,822	30,533,701	8,116,884	1,385,145	0	-144,456	40,013,096	0	40,013,096
Homestead Credits									325

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2017:** **31,250** **0** **Amount of 07-01-2017 Cash Balance Restricted for LMI**

TIF Revenue:	77,947
TIF Sp. Revenue Fund Interest:	359
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
<b>Total Revenue:</b>	<b>78,306</b>

Rebate Expenditures:	0
Non-Rebate Expenditures:	66,387
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>66,387</b>

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2018:** **43,169** **0** **Amount of 06-30-2018 Cash Balance Restricted for LMI**

## Projects For EVANSDALE EAST URBAN RENEWAL

### TIMBERCREEK ESTATES

Description:	GRANT TO DEVELOPER TO FUND IMPROVEMENTS
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### PRAIRIE INDUSTRIAL PARK

Description:	DORIS DRIVE EXTENSION AND ECONOMIC DEVELOPMENT GRANT
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### URBAN RENEWAL REVIEW

Description:	URBAN RENEWAL LEGAL REVIEW
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

### 2015 GENERAL OBLIGATION BOND

Description:	2007 REFUNDING BOND
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	Yes

### CDBG PROGRAM

Description:	HOUSING REHABILITATION
Classification:	Low and Moderate Income Housing
Physically Complete:	No
Payments Complete:	Yes

## Debts/Obligations For EVANSDALE EAST URBAN RENEWAL

### 2010 GO CORP PURP BONDS

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	155,000
Interest:	8,785
Total:	163,785
Annual Appropriation?:	No
Date Incurred:	09/16/2010
FY of Last Payment:	2020

### CDBG HOUSING PROGRAM

Debt/Obligation Type:	Outstanding LMI Housing Obligations
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	09/15/2015
FY of Last Payment:	2019

## Non-Rebates For EVANSDALE EAST URBAN RENEWAL

TIF Expenditure Amount:	54,387
Tied To Debt:	2010 GO CORP PURP BONDS
Tied To Project:	TIMBERCREEK ESTATES

TIF Expenditure Amount:	0
Tied To Debt:	2010 GO CORP PURP BONDS
Tied To Project:	PRAIRIE INDUSTRIAL PARK

TIF Expenditure Amount:	12,000
Tied To Debt:	CDBG HOUSING PROGRAM
Tied To Project:	CDBG PROGRAM

**TIF Taxing District Data Collection**

Local Government Name: EVANSDALE (07G049)  
 Urban Renewal Area: EVANSDALE EAST URBAN RENEWAL (07003)  
 TIF Taxing District Name: EVANSDALE CITY/WATERLOO SCH/EVANSDALE EAST UR TIF INCR  
 TIF Taxing District Inc. Number: 07102

TIF Taxing District Base Year:	1982	<b>UR Designation</b>	
FY TIF Revenue First Received:	1985	Slum	No
Subject to a Statutory end date?	No	Blighted	02/1982
		Economic Development	02/1982

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	53,625,180	9,018,760	1,539,050	0	-144,456	64,038,534	0	64,038,534
Taxable	0	30,533,701	8,116,884	1,385,145	0	-144,456	39,891,274	0	39,891,274
Homestead Credits									325

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	14,092,700	39,891,274	2,943,108	36,948,166	983,157

FY 2018 TIF Revenue Received: 77,947

**TIF Taxing District Data Collection**

Local Government Name: EVANSDALE (07G049)  
 Urban Renewal Area: EVANSDALE EAST URBAN RENEWAL (07003)  
 TIF Taxing District Name: EVANSDALE CITY AG/WATERLOO SCH/EVANSDALE EAST UR TIF INCR  
 TIF Taxing District Inc. Number: 07104

TIF Taxing District Base Year:	1982	<b>UR Designation</b>	
FY TIF Revenue First Received:	1985	Slum	No
Subject to a Statutory end date?	No	Blighted	02/1982
		Economic Development	02/1982

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	256,470	0	0	0	0	0	256,470	0	256,470
Taxable	121,822	0	0	0	0	0	121,822	0	121,822
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	365,540	0	0	0	0

FY 2018 TIF Revenue Received: 0

**Urban Renewal Area Data Collection**

Local Government Name: EVANSDALE (07G049)  
 Urban Renewal Area: EVANSDALE NW IND URBAN RENEWAL  
 UR Area Number: 07004  
 UR Area Creation Date: 08/1978

UR Area Purpose: This plan was implemented to finance a buyout of several residential properties to construct an industrial park.

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
EVANSDALE CITY/WATERLOO SCH/EVANSDALE NW UR TIF INCR	07095	07096	522,272
EVANSDALE CITY AG/WATERLOO SCH/EVANSDALE NW UR TIF INCR	07167	07168	0
EVANSDALE CITY/WATERLOO SCH EVANSDALE NORTHWEST INDUSTRIAL TIF AMD1 INCR	07325	07326	2,366,586

**Urban Renewal Area Value by Class - 1/1/2016 for FY 2018**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	53,280	1,369,590	13,943,160	1,070,080	0	0	16,675,010	0	16,675,010
Taxable	25,308	779,836	12,548,845	963,072	0	0	14,514,153	0	14,514,153
Homestead Credits									8

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2017:** **5,888** **0** **Amount of 07-01-2017 Cash Balance Restricted for LMI**

TIF Revenue: 77,060  
 TIF Sp. Revenue Fund Interest: 217  
 Property Tax Replacement Claims: 0  
 Asset Sales & Loan Repayments: 8,924  
**Total Revenue: 86,201**

Rebate Expenditures: 1,090  
 Non-Rebate Expenditures: 90,495  
 Returned to County Treasurer: 0  
**Total Expenditures: 91,585**

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2018:** **504** **0** **Amount of 06-30-2018 Cash Balance Restricted for LMI**

## Projects For EVANSDALE NW IND URBAN RENEWAL

### DUBUQUE ROAD PROJECT

Description:	2010 DUBUQUE ROAD RECONSTRUCTION
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### DUBUQUE ROAD BRIDGE PROJECT

Description:	2015 DUBUQUE ROAD BRIDGE PROJECT
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### URBAN RENEWAL REVIEW

Description:	URBAN RENEWAL LEGAL REVIEW
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	No

### EVANSDALE INVESMENTS

Description:	DEVELOPMENT AGREEMENT
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

### DUBUQUE RD PROJECT

Description:	DUBUQUE ROAD BRIDGE PROJECT
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### 2017 ST REHABILITATION PROJ

Description:	2017 STREET REHABILITATION PROJECT
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### ACQUISTION OF BLIGHT PROPERTY

Description:	ACQUISTION OF BLIGHT PROPERTY
Classification:	Acquisition of property
Physically Complete:	Yes
Payments Complete:	No

## Debts/Obligations For EVANSDALE NW IND URBAN RENEWAL

### 2010 GO CORP PURP BONDS

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	75,000
Interest:	4,175
Total:	79,175
Annual Appropriation?:	No
Date Incurred:	09/16/2010
FY of Last Payment:	2020

### 2015 GENERAL OBLIGATION BOND

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	395,000
Interest:	53,738
Total:	448,738
Annual Appropriation?:	No
Date Incurred:	05/05/2015
FY of Last Payment:	2026

### 2017A GENERAL OBLIGATION

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	270,000
Interest:	40,901
Total:	310,901
Annual Appropriation?:	No
Date Incurred:	08/29/2018
FY of Last Payment:	2029

### 2017B GENERAL OBLIGATION

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	510,000
Interest:	61,307
Total:	571,307
Annual Appropriation?:	No
Date Incurred:	08/29/2018
FY of Last Payment:	2025

## Non-Rebates For EVANSDALE NW IND URBAN RENEWAL

TIF Expenditure Amount:	27,204
Tied To Debt:	2010 GO CORP PURP BONDS
Tied To Project:	DUBUQUE ROAD PROJECT

TIF Expenditure Amount:	49,763
Tied To Debt:	2015 GENERAL OBLIGATION BOND
Tied To Project:	DUBUQUE RD PROJECT

TIF Expenditure Amount:	4,336
Tied To Debt:	2017A GENERAL OBLIGATION
Tied To Project:	2017 ST REHABILITATION PROJ

TIF Expenditure Amount:	9,192
Tied To Debt:	2017B GENERAL OBLIGATION
Tied To Project:	ACQUISTION OF BLIGHT PROPERTY

## Rebates For EVANSDALE NW IND URBAN RENEWAL

### 3550 LAFAYETTE RD

TIF Expenditure Amount:	1,090
Rebate Paid To:	EVANSDALE INVESTMENTS
Tied To Debt:	2015 GENERAL OBLIGATION BOND
Tied To Project:	EVANSDALE INVESMENTS
Projected Final FY of Rebate:	2018

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area  
during FY 2018

**TIF Taxing District Data Collection**

Local Government Name: EVANSDALE (07G049)  
 Urban Renewal Area: EVANSDALE NW IND URBAN RENEWAL (07004)  
 TIF Taxing District Name: EVANSDALE CITY/WATERLOO SCH/EVANSDALE NW UR TIF INCR  
 TIF Taxing District Inc. Number: 07096

TIF Taxing District Base Year:	1978	<b>UR Designation</b>	
FY TIF Revenue First Received:	1981	Slum	No
Subject to a Statutory end date?	No	Blighted	08/1978
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,369,590	11,354,520	1,029,180	0	0	13,992,190	0	13,992,190
Taxable	0	779,836	10,219,069	926,262	0	0	12,122,259	0	12,122,259
Homestead Credits									8

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	2,055,532	11,936,658	522,272	11,414,386	303,726

FY 2018 TIF Revenue Received: 77,060

**TIF Taxing District Data Collection**

Local Government Name: EVANSDALE (07G049)  
 Urban Renewal Area: EVANSDALE NW IND URBAN RENEWAL (07004)  
 TIF Taxing District Name: EVANSDALE CITY AG/WATERLOO SCH/EVANSDALE NW UR TIF INCR  
 TIF Taxing District Inc. Number: 07168

TIF Taxing District Base Year:	1978	<b>UR Designation</b>	
FY TIF Revenue First Received:	1981	Slum	No
Subject to a Statutory end date?	No	Blighted	08/1978
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	53,280	0	0	0	0	0	53,280	0	53,280
Taxable	25,308	0	0	0	0	0	25,308	0	25,308
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	44,860	8,420	0	8,420	185

FY 2018 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: EVANSDALE (07G049)  
 Urban Renewal Area: EVANSDALE NW IND URBAN RENEWAL (07004)  
 TIF Taxing District Name: EVANSDALE CITY/WATERLOO SCH EVANSDALE NORTHWEST INDUSTRIAL  
 TIF AMD1 INCR  
 TIF Taxing District Inc. Number: 07326  
 TIF Taxing District Base Year: 2014  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

**TIF Taxing District Value by Class - 1/1/2016 for FY 2018**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,588,640	40,900	0	0	2,629,540	0	2,629,540
Taxable	0	0	2,329,776	36,810	0	0	2,366,586	0	2,366,586
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	2,588,640	40,900	2,366,586	-2,325,686	-61,884

FY 2018 TIF Revenue Received: 0

**Urban Renewal Area Data Collection**

Local Government Name: EVANSDALE (07G049)  
 Urban Renewal Area: EVANSDALE WATERLOO HOME ACRES URBAN RENEWAL  
 UR Area Number: 07018  
 UR Area Creation Date: 04/1967

This plan was set up under the Housing Act of 1949 to provide financial assistance to carry out urban renewal projects.

UR Area Purpose:

**Tax Districts within this Urban Renewal Area**

Base No.	Increment No.	Increment Value Used
07093	07094	8,107,955

EVANSDALE CITY/WATERLOO SCH/ EVANSDALE HOME ACRES UR TIF INCR

**Urban Renewal Area Value by Class - 1/1/2016 for FY 2018**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	112,389,690	3,626,975	0	0	-327,804	118,507,666	0	118,507,666
Taxable	0	63,993,643	3,264,278	0	0	-327,804	69,255,632	0	69,255,632
Homestead Credits									724

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2017:**

**64,457**

**0**

**Amount of 07-01-2017 Cash Balance Restricted for LMI**

TIF Revenue:	216,397
TIF Sp. Revenue Fund Interest:	775
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
<b>Total Revenue:</b>	<b>217,172</b>

Rebate Expenditures:	0
Non-Rebate Expenditures:	256,651
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>256,651</b>

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2018:**

**24,978**

**0**

**Amount of 06-30-2018 Cash Balance Restricted for LMI**

## Projects For EVANSDALE WATERLOO HOME ACRES URBAN RENEWAL

### CRC BUILDING CONSTRUCTION

Description:	THE CONSTRUCTION OF THE COMMUNITY RESPONSE CENTER (POLICE AND FIRE DEPT)
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

### URBAN RENEWAL REVIEW

Description:	URBAN RENEWAL LEGAL REVIEW
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	No

### RIVER FOREST ROAD RECONSTRUCTION

Description:	RECONSTRUCT RIVER FOREST RD
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

### RIVER FOREST RD BIKE TRAIL

Description:	CONSTRUCT BIKE TRAIL
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### NORMA AVE EXTENSION

Description:	CONSTRUCT EXTENSION OF NORMAN FOR NEW DEVELOPMENT
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### 2017 STREET REHABILITATION PROJ

Description:	OVERLAY & RECONSTRUCT CITY STREETS
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

# Debts/Obligations For EVANSDALE WATERLOO HOME ACRES URBAN RENEWAL

## 2013 REFUNDING BONDS

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	465,000
Interest:	26,293
Total:	491,293
Annual Appropriation?:	No
Date Incurred:	07/02/2013
FY of Last Payment:	2022

## 2015 GENERAL OBLIGATION BOND

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	950,000
Interest:	127,900
Total:	1,077,900
Annual Appropriation?:	No
Date Incurred:	05/05/2015
FY of Last Payment:	2026

## 2017A GO BOND

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,130,000
Interest:	170,036
Total:	1,300,036
Annual Appropriation?:	No
Date Incurred:	08/29/2017
FY of Last Payment:	2029

## 2017B GO BOND NW TIF

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	08/29/2017
FY of Last Payment:	2018

## Non-Rebates For EVANSDALE WATERLOO HOME ACRES URBAN RENEWAL

TIF Expenditure Amount: 98,235  
Tied To Debt: 2013 REFUNDING BONDS  
Tied To Project: CRC BUILDING  
CONSTRUCTION

TIF Expenditure Amount: 123,250  
Tied To Debt: 2015 GENERAL OBLIGATION  
BOND  
Tied To Project: RIVER FOREST ROAD  
RECONSTRUCTION

TIF Expenditure Amount: 8,713  
Tied To Debt: 2017A GO BOND  
Tied To Project: NORMA AVE EXTENSION

TIF Expenditure Amount: 17,529  
Tied To Debt: 2017A GO BOND  
Tied To Project: 2017 STREET  
REHABILITATION PROJ

TIF Expenditure Amount: 8,924  
Tied To Debt: 2017B GO BOND NW TIF  
Tied To Project: 2017 STREET  
REHABILITATION PROJ

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area  
during FY 2018

**TIF Taxing District Data Collection**

Local Government Name:	EVANSDALE (07G049)	
Urban Renewal Area:	EVANSDALE WATERLOO HOME ACRES URBAN RENEWAL (07018)	
TIF Taxing District Name:	EVANSDALE CITY/WATERLOO SCH/ EVANSDALE HOME ACRES UR TIF INCR	
TIF Taxing District Inc. Number:	07094	
TIF Taxing District Base Year:	1967	<b>UR Designation</b>
FY TIF Revenue First Received:	1970	Slum 04/1967
Subject to a Statutory end date?	No	Blighted 04/1967
		Economic Development 04/1967

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	112,389,690	3,626,975	0	0	-327,804	118,507,666	0	118,507,666
Taxable	0	63,993,643	3,264,278	0	0	-327,804	69,255,632	0	69,255,632
Homestead Credits									724

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	6,866,258	69,255,632	8,107,955	61,147,677	1,627,084

FY 2018 TIF Revenue Received: 216,397



## Projects For EVANSDALE HOUSING URBAN RENEWAL AREA

### NORMA AVE EXTENSION

Description:	5-8 PLEXES RESIDENTIAL
Classification:	Residential property (classified residential)
Physically Complete:	No
Payments Complete:	Yes

## Debts/Obligations For EVANSDALE HOUSING URBAN RENEWAL AREA

### 2015 GENERAL OBLIGATION BOND

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	365,000
Interest:	62,088
Total:	427,088
Annual Appropriation?:	No
Date Incurred:	05/05/2015
FY of Last Payment:	2029

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area  
during FY 2018

**RESOLUTION 6254**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA FIXING COMPENSATION FOR 8<sup>TH</sup> YEAR POLICE OFFICER CASSIDY DIETZ OF THE CITY OF EVANSDALE, IOWA**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA:**

That the following person and position named shall be paid the salaries or wages indicated and the clerk is authorized to issue warrants/checks, less legally required or authorized deductions from the amount set out below and make such contributions to I.P.E.R.S., M.F.P.R.S.I., Social Security or other purposes as required by law or authorization of the council with an effective date of September 18, 2018.

**POLICE OFFICER:**

8<sup>th</sup> Year Police Officer      Cassidy Dietz                      Hourly      \$23.33/hour

**BE IT FURTHER RESOLVED**, that the City Council of the City of Evansdale, Iowa has reviewed the Blanket Honesty Bond covering Public Officials, members of the City Clerk's office, Water Works office, City Treasurer, who are responsible for handling City of Evansdale funds and has determined that \$100,000 limit is adequate coverage.

**PASSED AND APPROVED THIS 2<sup>ND</sup> DAY OF OCTOBER 2018**

**ATTEST:**

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

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

**RESOLUTION 6255**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, AUTHORIZING PAYMENT #3 (PRE-FINAL) TO PETERSON CONTRACTORS, INC. IN THE AMOUNT OF \$20,662.97 FOR THE ANGELS ISLAND BRIDGE PROJECT**

**WHEREAS**, the City entered into a contract with Peterson Contractors, Inc. for the Angels Island Bridge Project; and

**WHEREAS**, Clapsaddle-Garber Associates has reviewed the construction progress through September 12, 2018 and recommends payment to Peterson Contractors, Inc.

Request attached

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Evansdale, Iowa, that pay application #3 (Pre-Final) in the amount of \$20,662.97 hereby authorized to be issued for the Angels Island Bridge Project

**PASSED AND ADOPTED THIS 2<sup>ND</sup> DAY OF OCTOBER 2018**

**ATTEST:**

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

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

## Construction Pay Estimate No. 3 (Pre-Final)

**Project Description:** Angels Park Pedestrian Bridge

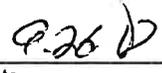
**Date of Contract:** January 2, 2018

**Contractor:** Peterson Contractor, Inc.

**Owner:**  
City of Evansdale

Total Base Bid Plus Alternates 4A & 5A	\$191,625.00	Construction Completed to Date (See Attached Tab)	\$202,473.00
Change Order #1	\$6,848.00		
		Total Amount Earned to Date	\$202,473.00
		Less Previous Payment	\$171,686.38
		Less Retainage 5.0%	\$10,123.65
<b>TOTAL CONTRACT PRICE</b>	<b>\$191,625.00</b>	<b>AMOUNT DUE THIS ESTIMATE</b>	<b>\$20,662.97</b>

*Requested by Contractor:*

 Peterson Contractors, Inc.	President Title	 Date
---	--------------------	---

*Recommended by Engineer:*

 Daryl Albertson, PE Clapsaddle-Garber Associates, Inc.	Project Manager Title	9/14/2018 Date
--	--------------------------	-------------------

*Approved by Owner:*

 City of Evansdale	Mayor Title	9-26-18 Date
--	----------------	-----------------

Prepared by: BAK/T\_M  
Clapsaddle-Garber Associates  
Cedar Falls, Iowa

CGA Project No. 8723.06

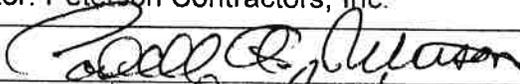
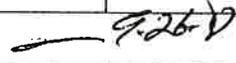
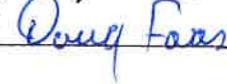
APPLICATION FOR PAYMENT  
UNIT PRICE CONTRACT

PROJ: Angels Park Pedestrian Bridge  
PN: 8723 05

APPLICATION NO: #3 (Pre-Final)  
APPLICATION DATE 9/12/2018  
FOR PERIOD: Through 9/12/2018

A	B	C	D	F	G	H	I	J	L	M	N	O	P	Q	R
DESCRIPTION OF WORK	CONTRACT				WORK COMPLETED				MATERIALS PRESENTLY STORED (\$ AMOUNT)	TOTAL QTY TO DATE	TOTAL \$ AMOUNT COMPLETED AND STORED TO DATE	% (O/G)	BALANCE TO FINISH (G-O)	RETAINAGE (O*.05)	
	UNITS	QTY	UNIT PRICE	CONTRACT PRICE	TOTAL QTY PREVIOUS APPLICATION	TOTAL \$ AMOUNT PREVIOUS APPLICATION	AMOUNT THIS PERIOD	\$ AMOUNT THIS PERIOD							
1	Removals, Existing Causeway Embankment	CY	890	\$12.25	\$10,902.50	0	\$0.00	890	\$10,902.50		890	\$10,902.50	100%	\$0.00	\$545.13
2	Boardwalk Bridge Substructure	LS	1	\$131,600.00	\$131,600.00	0.3	\$39,480.00	0.7	\$92,120.00		1.00	\$131,600.00	100%	\$0.00	\$6,580.00
3	Sidewalk, PCC, 6 in.	SY	85	\$80.00	\$6,800.00	85	\$6,800.00	50	\$4,000.00		135	\$10,800.00	159%	-\$4,000.00	\$540.00
4A	Timber Deck, Treated, 10 foot width	LF	135	\$135.50	\$18,292.50	0	\$0.00	135	\$18,292.50		135	\$18,292.50	100%	\$0.00	\$914.63
5A	Railing, Timber, Vertical Pickets	LF	270	\$89.00	\$24,030.00	0	\$0.00	270	\$24,030.00		270	\$24,030.00	100%	\$0.00	\$1,201.50
Change Order															
1	Grade approaches, apply topsoil, fabric, erosion stone	LS	1	\$6,848.00	\$0.00	0	\$0.00	1	\$6,848.00		1	\$6,848.00	100%	-\$6,848.00	\$342.40
2					\$0.00		\$0.00	0	\$0.00		0	\$0.00		\$0.00	\$0.00
3					\$0.00		\$0.00	0	\$0.00		0	\$0.00		\$0.00	\$0.00
4					\$0.00		\$0.00	0	\$0.00		0	\$0.00		\$0.00	\$0.00
					CONTRACT PRICE		TOTAL \$ AMOUNT PREVIOUS APPLICATION		\$ AMOUNT THIS PERIOD	MATERIALS PRESENTLY STORED (\$ AMOUNT)		TOTAL \$ AMOUNT COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
<b>TOTALS:</b>					\$191,625.00		\$46,280.00		\$156,193.00	\$0.00		\$202,473.00	106%	-\$10,648.00	\$10,123.65

J7459

Project: Angels Park Pedestrian Bridge		CGA PN: 8723	Change Order No: 1
Owner: City of Evansdale		Contract Date: 01/02/2018	
Contractor: Peterson Contractors, Inc. (PCI)		Contract Amount: \$191,625.00	
<b>List below or on a separate sheet each change proposed in this order describing briefly and giving reasons for the changes. Attach a copy of supplemental agreement covering any contract amendment.</b>			
<b>PROPOSED CHANGES</b>			<b>AMOUNT</b> Increase or Decrease (+ or -)
Grade and shape north and south approaches to Angels Park Pedestrian Bridge in relocated alignment. Place topsoil on slopes less than 3:1. City to apply seeding. Cover slopes 3:1 and steeper with landscape fabric and erosion stone.			\$6,848.00
Net Change This Order (+ or -)			\$6,848.00
Net Changes Previous Orders:			0
Total Net Changes to Date:			\$6,848.00
Contract Completion Date: June 30, 2018	Revised Completion Date:	Reasoning: Winter Shutdown/Change Order	
<b>If and when approved, I hereby accept this order both as to work to be performed and prices on which payment shall be based.</b>			
Contractor: Peterson Contractors, Inc.			Date:
By:		Title: President	
Recommended	By: 	Title: Project Engineer	Date: 9/14/2018
Approved	By: 	Title: Mayor	Date: 9-26-18
Attested	By:	Title: City Clerk	Date:
Approved	By:	Title:	Date:

**Clapsaddle-Garber Associates, Inc.**  
 Consulting Engineers  
 5106 Nordic Dr  
 Cedar Falls, IA 50613

R Company d/b/a

Frickson Backhoe & Trucking  
911 Central Ave.  
Evansdale, Ia 50707  
319-234-2421

# Invoice

DATE	INVOICE #
8/14/2018	4816

PCI  
BOX A  
REINBECK, IOWA 50669

LOCATION	Terms Below
Angels Park	Due on receipt

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Angels Park South and North Ends of the new bridge graded and shaped, covered with black dirt, covered with landscape fabric for erosion and weed control, and topped with erosion stone:		6,848.00	6,848.00
	Oversized rock hauled \$3120.00 (156 ton) , 12 loads of black dirt ( discounted at 175.00 regular price is 250.00 ) \$2100.00, fabric for erosion control and weeds \$562.00, labor , skid loader 8 hrs , trackhoe 10 hrs . = \$7882.00		0.00	0.00
	We took off a lil over a \$1000.00 . We discounted the dirt . It came to \$1712.00 for each of the four sides. ( 2 sides on each end) . If you feel this is out of line we can take it down to \$6000.00.		0.00	0.00

Final grade and seeding not included unless stated.  
Thank you for your business!

**Total** \$6,848.00

Invoices are Due Upon Receipt. If not paid in full within 10 days there will be an additional fee of 2% . We appreciate your business and you as a customer! Your prompt payment is appreciated! 1.5% per month interest if not paid in 30 days.

Phone #	Fax #	E-mail
319-234-2421	319-287-9309	dfrickson@mchsi.com

**RESOLUTION 6256**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, AUTHORIZING FINAL RETAINAGE PAYMENT #8, TO VIETH CONSTRUCTION CORP. IN THE AMOUNT OF \$28,548.80 FOR THE 2017 STREET PATCHING PROJECT**

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

**WHEREAS**, the City's Project Manager, Chris Schares has reviewed the construction progress through September 27, 2018 and recommends payment to Vieth Construction Corp.

Request attached

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Evansdale, Iowa, that final retainage payment #8, in the amount of \$28,548.80 hereby authorized to be issued for the 2017 Street Patching Project

**PASSED AND ADOPTED THIS 2<sup>ND</sup> DAY OF OCTOBER 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 retainage

Distribution to:

OWNER

CONSTRUCTION MANAGER

ARCHITECT

CONTRACTOR

FIELD

OTHER

**VIA CONSTRUCTION  
MANAGER:**

PERIOD TO: Final

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.

1. ORIGINAL CONTRACT SUM	\$	<u>465,936.05</u>
2. Net change by Change Orders	\$	<u>101,527.37</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>576,463.42</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>576,463.42</u>
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	<u>0.00</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>-</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>576,463.42</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>547,914.62</u>
8. CURRENT PAYMENT DUE	\$	<u>28,548.80</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>0.00</u>

**CONTRACTOR:**

By: *Ray Vieth* Date: 9/27/18  
*pres*

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$101,816.18	
Total approved this Month	\$9,000.00	
<b>TOTALS</b>		
NET CHANGES by Change Order	\$110,816.18	

**PAYMENT REQUEST NO. 7**

OWNER: CITY OF EVANSDALE

Contract Signed Date: 8/16/2017

Contract Amount: \$ 549,851.66

CONTRACTOR: VIETH CONSTRUCTION  
6419 NORDIC Dr  
Cedar Falls, IA

Project Completion Date:  
Liquidated Damage Days 0 days  
Liquidated Damages \$ -

% Complete: 104.84%

Value of Construction Completed: \$ 576,463.42

PROJECT: Patching

Period From: 6/25/2018 to 7/10/2018

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	274.00	\$ 6,576.00	0.00	\$ -	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	967.11	\$ 10,638.21	0.00	\$ -	967.11	\$ 10,638.21	110.51%
104	REMOVAL OF CURB	LF	96.50	\$ 9.00	\$ 868.50	226.00	\$ 2,034.00	0.00	\$ -	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	822.11	\$ 66,590.91	0.00	\$ -	822.11	\$ 66,590.91	105.20%
108	30" CURB AND GUTTER	LF	54.00	\$ 39.00	\$ 2,106.00	124.00	\$ 4,836.00	0.00	\$ -	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	595.50	\$ 13,101.00	0.00	\$ -	595.50	\$ 13,101.00	99.85%
112	PCC MANHOLE BOXOUT	EA	1.00	\$ 850.00	\$ 850.00	1.00	\$ 850.00	0.00	\$ -	1.00	\$ 850.00	100.00%
113	INSERT PCC	EA	1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	0.00	\$ -	1.00	\$ 1,000.00	100.00%
114	HDPE SUBDRAIN 4"	LF	276.80	\$ 23.00	\$ 6,366.40	276.80	\$ 6,366.40	0.00	\$ -	276.80	\$ 6,366.40	100.00%
115	SUBDRAIN CONNECTIONS TO EX. INTAKE	EA	2.00	\$ 500.00	\$ 1,000.00	2.00	\$ 1,000.00	0.00	\$ -	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	1.00	\$ 2,700.00	0.00	\$ -	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	108.67%
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	9.60	\$ 48.00	\$ 460.80	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	16.80	\$ 1,527.20	0.00	\$ -	16.80	\$ 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%

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
403	REMOVAL OF PAVEMENT	SY	117.40	\$ 32.00	\$ 3,756.80	90.20	\$ 2,886.40	0.00	\$ -	90.20	\$ 2,886.40	76.83%
404	REMOVAL OF PAVED DRIVEWAY	SY	7.30	\$ 64.00	\$ 467.20	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
405	REMOVAL OF SIDEWALK	SY	3.70	\$ 126.00	\$ 466.20	22.40	\$ 2,822.40	0.00	\$ -	22.40	\$ 2,822.40	605.41%
406	REMOVAL OF STRUCTURES	EA	4.00	\$ 980.00	\$ 3,920.00	4.00	\$ 3,920.00	0.00	\$ -	4.00	\$ 3,920.00	100.00%
407	REMOVAL OF STORM SEWER 12" RCP	LF	12.00	\$ 214.00	\$ 2,568.00	12.00	\$ 2,568.00	0.00	\$ -	12.00	\$ 2,568.00	100.00%
408	REMOVAL OF STORM SEWER 15" RCP	LF	4.00	\$ 220.00	\$ 880.00	4.00	\$ 880.00	0.00	\$ -	4.00	\$ 880.00	100.00%
409	CONCRETE FLUME AND FOOTING	CY	2.00	\$ 2,000.00	\$ 4,000.00	2.00	\$ 4,000.00	0.00	\$ -	2.00	\$ 4,000.00	100.00%
410	FLOWABLE MORTAR	CY	5.00	\$ 206.00	\$ 1,030.00	5.00	\$ 1,030.00	0.00	\$ -	5.00	\$ 1,030.00	100.00%
411	PCC PATCH 8"	SY	33.40	\$ 114.00	\$ 3,807.60	45.00	\$ 5,130.00	0.00	\$ -	45.00	\$ 5,130.00	134.73%
412	PCC PATCH 7"	SY	98.40	\$ 89.00	\$ 8,757.60	51.92	\$ 4,620.88	0.00	\$ -	51.92	\$ 4,620.88	52.76%
413	PCC PATCH 7" (2)	SY	3.10	\$ 368.00	\$ 1,140.80	3.30	\$ 1,214.40	0.00	\$ -	3.30	\$ 1,214.40	106.45%
414	DRIVEWAY 6" PCC	SY	7.30	\$ 178.00	\$ 1,299.40	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
415	PCC SIDEWALK 6"	SY	3.70	\$ 178.00	\$ 658.60	13.10	\$ 2,331.80	0.00	\$ -	13.10	\$ 2,331.80	354.05%
416	DETECTABLE WARNINGS	SF	8.00	\$ 39.00	\$ 312.00	8.00	\$ 312.00	0.00	\$ -	8.00	\$ 312.00	100.00%
417	30" CURB AND GUTTER	LF	23.00	\$ 43.00	\$ 989.00	23.00	\$ 989.00	0.00	\$ -	23.00	\$ 989.00	100.00%
418	INTAKE SW-501	EA	3.00	\$ 3,100.00	\$ 9,300.00	3.00	\$ 9,300.00	0.00	\$ -	3.00	\$ 9,300.00	100.00%
419	INTAKE SW-541	EA	1.00	\$ 3,200.00	\$ 3,200.00	1.00	\$ 3,200.00	0.00	\$ -	1.00	\$ 3,200.00	100.00%
420	STORM SEWER RCP 12"	LF	12.00	\$ 220.00	\$ 2,640.00	12.00	\$ 2,640.00	0.00	\$ -	12.00	\$ 2,640.00	100.00%
421	STORM SEWER RCP 15"	LF	4.00	\$ 231.00	\$ 924.00	4.00	\$ 924.00	0.00	\$ -	4.00	\$ 924.00	100.00%
422	GRANULAR BASE CLASS A STONE	TON	50.90	\$ 57.00	\$ 2,901.30	33.14	\$ 1,888.98	0.00	\$ -	33.14	\$ 1,888.98	65.11%
423	INSERT PCC	EA	3.00	\$ 1,000.00	\$ 3,000.00	2.00	\$ 2,000.00	0.00	\$ -	2.00	\$ 2,000.00	66.67%
424	REMOVAL AND REPLACEMENTS 1ST ST	LS	1.00	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	0.00	\$ -	1.00	\$ 3,000.00	100.00%
425	EXPLORATORY INVESTIGATION	EA	1.00	\$ 1,625.00	\$ 1,625.00	1.00	\$ 1,625.00	0.00	\$ -	1.00	\$ 1,625.00	100.00%
426	MOBILIZATION	LS	1.00	\$ 9,500.00	\$ 9,500.00	1.00	\$ 9,500.00	0.00	\$ -	1.00	\$ 9,500.00	100.00%
427	SEEDING FERT AND MULCH	LS	1.00	\$ 2,700.00	\$ 2,700.00	0.60	\$ 1,620.00	0.00	\$ -	0.60	\$ 1,620.00	60.00%
428	TRAFFIC CONTROL	LS	1.00	\$ 850.00	\$ 850.00	2.00	\$ 1,700.00	0.00	\$ -	2.00	\$ 1,700.00	200.00%
					<b>TOTAL BASE BID</b>	<b>\$ 465,936.05</b>		<b>\$ 506,098.32</b>		<b>\$ -</b>	<b>\$ 506,098.32</b>	<b>108.62%</b>

**CHANGE ORDER NO. 1**

1	RELOCATE MAILBOXES	LS	8	\$ 120.00	\$ 960.00	8.00	\$ 960.00	0.00	\$ -	8.00	\$ 960.00	100.00%
---	--------------------	----	---	-----------	-----------	------	-----------	------	------	------	-----------	---------

**CHANGE ORDER NO. 2**

2341	INTAKE SW-501	EA	6	\$ 2,650.00	\$ 15,900.00	1.00	\$ 2,650.00	0.00	\$ -	1.00	\$ 2,650.00	16.67%
------	---------------	----	---	-------------	--------------	------	-------------	------	------	------	-------------	--------

**CHANGE ORDER NO. 3**

1706	REMOVE AND REPLACE EVANS ROAD & COLLINS	EA	1	\$ 5,431.50	\$ 5,431.50	1.00	\$ 5,431.50	0.00	\$ -	1.00	\$ 5,431.50	100.00%
1709	REMOVE AND REPLACE EVANS ROAD & MORRELL RD	EA	1	\$ 11,052.00	\$ 11,052.00	1.00	\$ 11,052.00	0.00	\$ -	1.00	\$ 11,052.00	100.00%
1707	REMOVE AND REPLACE EVANS ROAD & EAST END AVE	EA	1	\$ 11,052.00	\$ 11,052.00	1.00	\$ 11,052.00	0.00	\$ -	1.00	\$ 11,052.00	100.00%
1708	REMOVE AND REPLACE EVANS ROAD & CENTRAL SE	EA	1	\$ 5,431.50	\$ 5,431.50	1.00	\$ 5,431.50	0.00	\$ -	1.00	\$ 5,431.50	100.00%

**CHANGE ORDER NO. 4**

2317	TRAFFIC SIGNALS	EA	2	\$ 2,100.00	\$ 4,200.00	2.00	\$ 4,200.00	0.00	\$ -	2.00	\$ 4,200.00	100.00%
2317	MOB	LS	3	1,035.00	\$ 3,105.00	3.00	\$ 3,105.00	0.00	\$ -	3.00	\$ 3,105.00	100.00%

**GE ORDER NO. 5**

2317	GEO GRID	SY	590	\$ 3.50	\$ 2,065.00	590.00	\$ 2,065.00	0.00	\$ -	590.00	\$ 2,065.00	100.00%
2317	GEO GRID	SY	849	\$ 3.50	\$ 2,969.75	848.50	\$ 2,969.75	0.00	\$ -	848.50	\$ 2,969.75	100.00%
CRUSHER	CRUSHER RUN	TON	196	\$ 18.21	\$ 3,569.16	180.14	\$ 3,280.35	0.00	\$ -	180.14	\$ 3,280.35	91.91%
CALCIUM	DUST CONTROL	LS	1	750.00	\$ 750.00	1.00	\$ 750.00	0.00	\$ -	1.00	\$ 750.00	100.00%

**GE ORDER NO. 6**

2341	30" CURB AND GUTTER	LF	64	\$ 39.00	\$ 2,507.70	64.00	\$ 2,496.00	0.00	\$ -	64.00	\$ 2,496.00	99.53%
2341	4" OF 2" ROCK	TONS	196	\$ 18.25	\$ 3,577.00	196.00	\$ 3,577.00	0.00	\$ -	196.00	\$ 3,577.00	100.00%
2341	CORE OUT	CY	67	35.00	\$ 2,345.00	67.00	\$ 2,345.00	0.00	\$ -	67.00	\$ 2,345.00	100.00%

**CHANGE ORDER NO. 1**

1	PAVEMENT MARKINGS	LS	1	\$ 9,000.00	\$ 9,000.00	0.00	\$ -	1.00	\$ 9,000.00	1.00	\$ 9,000.00	100.00%
---	-------------------	----	---	-------------	-------------	------	------	------	-------------	------	-------------	---------

**TOTALS** **\$ 549,851.66** **\$ 567,463.42** **\$ 9,000.00** **\$ 576,463.42** **104.84%**

**AGREEMENT FOR ENGINEERING SERVICES  
 WASTEWATER TREATMENT PLANT FACILITY PLAN AND NUTRIENT REDUCTION EVALUATION 2018  
 EVANSDALE, IOWA**

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between **McClure Engineering Company, of North Liberty, Iowa** (herein referred to as "Engineer") and the **City of Evansdale, Iowa** (hereinafter referred to as "Owner"). Services shall be performed per the fees, terms and conditions outlined in this Agreement and/or the Hourly Rates established on Exhibit 'A'. The **Engineer** shall provide services for the Project which consists of the services listed on Exhibit 'B'.

**PROJECT DESCRIPTION:**

**WASTEWATER TREATMENT PLANT FACILITY PLAN AND NUTRIENT REDUCTION EVALUATION 2018  
 EVANSDALE, IOWA**

- The **Owner** shall provide information, which shall set forth the **Owner's** objectives, schedule, constraints, budget with reasonable contingencies and other applicable criteria. (See Exhibit 'C' for **Owner's** Responsibilities).
- The **Engineer** shall conduct the following services marked "Included", for approval by the **Owner**:

<b>PART 1: WASTEWATER TREATMENT PLANT FACILITY PLAN</b>		
<b>Item</b>	<b>Included</b>	<b>Not Included</b>
<b>A. Iowa DNR Wastewater Engineering Permitting</b>		
1. Submit Work Record Request.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Review Self-Assessment Matrix.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Submit Design Criteria Summary Report.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Submit Flow and Load Report.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Submit Design Schedule G – Treatment Project Design Data.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Coordinate the Project Initiation Meeting.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Submit Wasteload Allocation (WLA) Request.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Determine if Anti-Degradation is Required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Submit NPDES Permit Application (if applicable).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>B. Design Flows and Loadings</b>		
1. Review historical flow and loading data provided by Owner (5 yr. min.).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Summarize existing flows and loads for each User Class (Residential/Commercial, Industrial, Infiltration/Inflow, Other, Total).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Average Dry Weather	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Average Wet Weather	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Maximum Wet Weather	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Peak Hourly Wet Weather	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Maximum 30-day and Maximum Day BOD <sub>5</sub> , TSS, TKN, Total Nitrogen, and Total Phosphorous.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Identify existing Major Industrial/Commercial contributors or Significant Industrial Users	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Identify planning horizon/design year for design flows and loadings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Prepare design year flows and loadings for each User Class (Residential/Commercial, Industrial, Other, Infiltration/Inflow, Total).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Average Dry Weather	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Average Wet Weather	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Maximum Wet Weather	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Peak Hourly Wet Weather	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Maximum 30-day and Maximum Day BOD <sub>5</sub> , TSS, TKN, Total Nitrogen, and Total Phosphorous.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Identify flows and loadings for future Major Industrial/Commercial contributors or SIUs for planning purposes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>



PART 1: (CONTINUED)		
Item	Included	Not Included
<b>F. <u>Capital Improvement Plan (CIP)</u></b> 1. Work with Owner to prioritize recommended improvements. 2. Develop 5-year Wastewater Facility CIP for review by Owner. <ul style="list-style-type: none"> <li>• Project name.</li> <li>• Capital cost.</li> <li>• Funding year.</li> <li>• Funding source.</li> </ul> 3. Present proposed CIP to Utility Committee and City Council for consideration.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>G. <u>Cost of Service Analysis and Rate Study</u></b> 1. Prepare Request for Information (RFI) to collect information from Owner. <ul style="list-style-type: none"> <li>• Historical revenues and expenses (5-years).</li> <li>• Existing debt service schedules.</li> <li>• Existing rate ordinances and use ordinances.</li> <li>• Audited reports for Utility.</li> </ul> 2. Review existing rate methodology with Owner. 3. Prepare 5-year summary of Utility Revenue/Expense history. 4. Analyze cost of service per 1,000 gallons treated for each user class and compare to existing rates. 5. Program in 5-year CIP to future expenses. 6. Prepare 5-year projection of Utility Revenue/Expense. 7. Prepare 5-year Utility pro-forma. 8. Develop rate alternatives and scenarios. 9. Prepare revenue check on new rates. 10. Compare rates with other communities. 11. Prepare summary report. 12. Present report to Utility Committee, City Clerk, and City council for review and approval.	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
<b>H. <u>Project Funding Alternatives</u></b> 1. Develop alternatives for funding recommended improvements. <ul style="list-style-type: none"> <li>• United States Department of Agriculture – Rural Development (USDA-RD).</li> <li>• Clean Water State Revolving Fund (CWSRF).</li> <li>• Utility Revenue Bonds.</li> <li>• General Obligation Bonds.</li> <li>• Community Development Block Grant (CDBG).</li> <li>• Tax-Increment Financing (TIF).</li> <li>• Other innovative funding approaches.</li> </ul> 2. Evaluate feasibility of funding alternatives. 3. Prepare recommended funding alternatives for use in 5-year CIP.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>



**PART 2: NUTRIENT REDUCTION STRATEGY FEASIBILITY STUDY**

Item	Included	Not Included
<p><b>A. <u>Quantify Sources of Total Nitrogen (TN) and Total Phosphorous (TP)</u></b></p> <ol style="list-style-type: none"> <li>1. Identify sources of TN and TP. <ul style="list-style-type: none"> <li>• Background in water supply.</li> <li>• Significant Industrial Users (SIUs).</li> <li>• Commercial.</li> <li>• Residential.</li> <li>• Others.</li> </ul> </li> <li>2. Quantify sources of TN and TP. <ul style="list-style-type: none"> <li>• Background in water supply.</li> <li>• Significant Industrial Users (SIUs).</li> <li>• Commercial.</li> <li>• Residential.</li> <li>• Others.</li> </ul> </li> <li>3. Collection of samples at plant influent.</li> <li>4. Collection of samples from SIUs.</li> <li>5. Collection of samples in system.</li> <li>6. Laboratory analysis of samples.</li> </ol>	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
<p><b>B. <u>Quantify Current Plant Performance for TN and TP Removal</u></b></p> <ol style="list-style-type: none"> <li>1. Describe existing plant capability for TN and TP removal.</li> <li>2. Review existing influent and effluent TN and TP data to characterize current performance.</li> <li>3. Develop additional sampling protocol and plan for TN and TP data.</li> <li>4. Collection of samples at plant influent and effluent.</li> <li>5. Laboratory analysis of samples.</li> </ol>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
<p><b>C. <u>Identify and Evaluate TN and TP Compliance Options</u></b></p> <ol style="list-style-type: none"> <li>1. Describe operational changes that can be made to reduce TN and TP.</li> <li>2. Identify and evaluate additional treatment technologies to reduce TN and TP. <ul style="list-style-type: none"> <li>• Evaluate feasibility.</li> <li>• Evaluate reasonableness.</li> <li>• Evaluate practicability.</li> <li>• Availability of equipment.</li> <li>• Capital costs.</li> <li>• Operation and maintenance costs.</li> <li>• Impact on user rates.</li> <li>• Other environmental factors (additional air pollution, increased sludge, etc.).</li> </ul> </li> <li>3. Identify preferred method for reducing TN and TP through operational changes and/or installing new or additional treatment.</li> <li>4. Estimate effluent quality achievable, in terms of TN and TP, for preferred method.</li> <li>5. Proposed schedule for implementing TN and TP reduction.</li> </ol>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
<p><b>D. <u>Nutrient Reduction Strategy Feasibility Study</u></b></p> <ol style="list-style-type: none"> <li>1. Summarize analysis, finding, and recommendations into Nutrient Reduction Strategy Feasibility Study. <ul style="list-style-type: none"> <li>• Executive Summary.</li> <li>• Introduction.</li> <li>• Nutrient Sampling Analysis.</li> <li>• Nutrient Reduction Alternatives.</li> <li>• Non-Water Quality Impacts.</li> <li>• Recommendations.</li> </ul> </li> <li>2. Submit Draft report to Owner for review and comment.</li> <li>3. Submit Final report to Owner. <ul style="list-style-type: none"> <li>• Three (3) hard copies.</li> <li>• One (1) electronic copy (pdf).</li> </ul> </li> <li>4. Submit Nutrient Reduction Strategy Feasibility Study to IDNR.</li> </ol>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
<p><b>E. <u>Additional Meetings</u></b></p> <ol style="list-style-type: none"> <li>1. Additional project meetings, other than specified above.</li> </ol>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



3. Fee Schedule:

1. PART 1: Wastewater Treatment Plant Facility Plan.....	LS.....	\$	17,500.00
2. PART 2: Nutrient Reduction Strategy Feasibility Study .....	LS.....	\$	12,300.00
3. PART 3: Anti-Degradation Alternatives Analysis .....	LS.....	\$	TBD
4. PART 4: DNR Floodplain/No-Rise Certificate Coordination.....	T&M .....	\$	TBD
<b>TOTAL FEE.....</b>			<b>\$ 29,800.00</b>

LS            Lump Sum  
NTE         Not-to-Exceed  
N/A         Not Applicable  
NIC         Not Included  
TBD         To Be Determined  
T&M        Time and Materials  
Est.         Estimated

4. The Hourly Rate Schedule is included in Exhibit 'A' and attached to this Agreement to be used for work performed on a *Time and Materials* basis.
5. Past due amounts owed shall accrue interest at 1.5% per month from the 30<sup>th</sup> day after the receipt of invoice. If the Owner fails to make monthly payments due the Engineer, the Engineer may, after giving (7) days written notice to the Owner, suspend services under this Agreement.
6. This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Engineer.
7. This Agreement is subject to all the Terms and Conditions listed on the following pages.

Exhibits		Included	Not Included
Exhibit 'A'	Hourly Rate Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B'	Preliminary Project Scope	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'C'	Owner's Responsibilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'D'	Duties, Responsibilities and Limitations of Authority of the Resident Project Representative	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**SPECIAL INSTRUCTIONS:**

**OWNER: CITY OF EVANSDALE, IA**

Signed: \_\_\_\_\_  
Doug Faas

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

Phone: \_\_\_\_\_  
319.232.6683

Email: \_\_\_\_\_  
[mayordougfaas@cityofevansdale.org](mailto:mayordougfaas@cityofevansdale.org)

**ENGINEER: MCCLURE ENGINEERING COMPANY  
NORTH LIBERTY, IA**

Signed: \_\_\_\_\_  
  
Alex Potter, P.E.

Title: \_\_\_\_\_  
Project Manager

Phone: \_\_\_\_\_  
319.626.9090

Email: \_\_\_\_\_  
[apotter@mecresults.com](mailto:apotter@mecresults.com)

# McCLURE ENGINEERING COMPANY STANDARD TERMS AND CONDITIONS

**ACCESS TO SITE:** The Engineer shall at all times have access to the site to complete his Work.

**INFORMATION PROVIDED BY OTHERS:** The Engineer shall be entitled to rely upon the accuracy and completeness of data provided by the Owner and shall not assume liability for such data. The Engineer does not practice law, insurance or financing, therefore, the Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. Owner shall hold Engineer harmless from damages that may arise as a result of inaccuracies of information or data supplied by Owner or others to Engineer.

**ADDITIONAL SERVICES:** As an Additional Service in connection with changes in the scope of the Engineer's work by the Owner, the Engineer shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The Engineer will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

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

**OPINIONS OF PROBABLE COSTS:** It is recognized that neither the Engineer nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of costs or evaluation prepared or agreed to by the Engineer.

**DISPUTE RESOLUTION:** Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Engineer, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

**TERMINATION:** This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Engineer in the event the Project is permanently abandoned.

Failure of the Owner to make payments to the Engineer in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the Owner fails to make payment when due the Engineer for services, the Engineer may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

**CONTRACTOR MATTERS:** The Engineer has no control over the Contractor's means, methods, schedule, costs, quality control, workmanship, on-site storm water runoff/erosion control, or project safety measures. For this reason, the Engineer shall not be responsible for or assume liability for the same.

**UNDERGROUND UTILITIES:** Information for location of underground utilities may come from the Owner, third parties, and/or research performed by the Engineer or its subcontractors. Unfortunately, the information the Engineer must rely on from various utilities and other records may be inaccurate or incomplete.

Therefore, the Owner agrees to indemnify and hold harmless the Engineer for all claims, losses, costs and damages arising out of the location of underground utilities provided by the Engineer under this Agreement.

**SHOP DRAWING REVIEW:** If, as part of this Agreement Engineer reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by Engineer, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

**CONSTRUCTION OBSERVATION:** If, as part of this Agreement, Engineer is providing construction observation services, Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is preceding in general accordance with the Contract Documents. Unless otherwise specified in this Agreement, the Owner has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

**HAZARDOUS MATERIALS – INDEMNIFICATION:** The Engineer is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the Owner is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. Engineer makes no representations regarding an environmental site assessment, relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

**PAYMENT:** Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

**LIMITATION OF LIABILITY:** The Engineer's liability shall be limited to \$1,000,000.00.

**WAIVERS:** The Owner and the Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Owner and Engineer each shall require similar waivers from their contractors, consultants and agents.

**ASSIGNMENT:** The Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Engineer shall assign this Agreement without the written consent of the other.

**GOVERNING LAW:** Unless otherwise provided, the Agreement shall be governed by the law of the principal place of business of the Engineer.

**COMPLETE AGREEMENT:** This Agreement represents the entire and integrated agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Engineer

(Effective 10/01/11)  
(Supersedes 11/01/08)

**EXHIBIT 'A'**  
**McCLURE ENGINEERING COMPANY**  
**HOURLY RATE SCHEDULE**  
**(Effective through December 31, 2018)**

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Administrative .....	\$70.00
Client Liaison.....	\$180.00
Engineer I.....	\$100.00
Engineer II.....	\$130.00
Engineer III.....	\$160.00
Engineer IV.....	\$195.00
Project Manager I .....	\$160.00
Project Manager II .....	\$180.00
Principal.....	\$210.00
Senior Principal.....	\$265.00
Community Planner I.....	\$125.00
Community Planner II.....	\$150.00
Engineering Tech I .....	\$80.00
Engineering Tech II .....	\$95.00
Engineering Tech III.....	\$110.00
Engineering Tech IV .....	\$145.00
Land Surveyor I.....	\$120.00
Land Surveyor II .....	\$150.00
On-Site Representative I (OSR I) .....	\$95.00
On-Site Representative II (OSR II) .....	\$135.00
Crew Chief (CC) .....	\$110.00
Crew Member (CM) .....	\$80.00
Intern.....	\$65.00
Survey Crew .....	\$190.00
 <u>EQUIPMENT</u>	
3D Scanner per Scan .....	\$30.00
UAV per Flight .....	\$125.00
 <u>MISCELLANEOUS EXPENSES</u>	
Survey Vehicle Mileage.....	\$0.70/Mile
Automobile Mileage (at current IRS rate) .....	\$0.545/Mile
Printing .....	At Cost + 10%
Survey Supplies (Hubs, Lath, Paint, Nails, etc.).....	At Cost + 10%
Out-of-Pocket Expenses (Meals, Hotels, etc.).....	At Cost + 10%

## EXHIBIT 'B'

### PRELIMINARY PROJECT SCOPE

---

The Preliminary Scope of this project includes:

#### **Part 1 – Wastewater Treatment System Facility Plan**

To address requires of the City's new National Pollutant Discharge Elimination System (NPDES) permits, Iowa DNR has required the City to evaluate the existing wastewater treatment plant and the analysis of treatment alternatives to meet all regulatory requirements. By September 1, 2020, the City must comply with new discharge limits on *E.coli* bacteria, which will require disinfection technology to be implemented after final clarification. The Facility Plan report, which must be submitted to Iowa DNR by March 1, 2019, will incorporate a detailed analysis, finding, recommendations for improvements, cost estimates, and project financing alternatives for the proposed improvements.

This report will address floodplain considerations and make recommendations for how best to protect the WWTP from flooding, but does not include additional floodplain mapping, modeling, or the issuance of a no-rise certificate for the recommended improvements. Subsequent floodplain work as required to obtain a no-rise certificate is addressed in Part 4 of this agreement and will be finalized during the design phase of the project.

#### **Part 2 – Nutrient Reduction Strategy Feasibility Report**

Because the WWTP has a design capacity greater than 1 MGD, an evaluation of the feasibility of nutrient removal is also required in accordance with the *Iowa Nutrient Reduction Strategy*. The Nutrient Reduction Feasibility Study will also be submitted by September 1, 2019 to Iowa DNR for review and approval in accordance with the *Iowa Nutrient Reduction Strategy*. Although separate documents, nutrient removal feasibility will also be addressed in the Facility Plan report.

#### **Part 3 – Wastewater Treatment Plant Anti-Degradation Alternatives Analysis**

It is not believed that federal anti-degradation requirements will be triggered by the construction of disinfection technology at the Evansdale WWTP. However, upon analyzing historical flows and loads, MEC will make this determination during the Facility Planning process. Should it be determined that anti-degradation review requirements are triggered, MEC will complete an Anti-Degradation Alternatives Analysis, which evaluates how the City may comply new effluent treatment limits for *E. coli*, total nitrogen, and total phosphorus while adequately planning for current and future growth of the City. If anti-degradation review is required, this agreement will be amended to allocate fees for the scope items described in Section 3 of this agreement.

#### **Part 4 – Iowa DNR Floodplain Coordination/No-Rise Certification**

Other consultants are currently completing a floodplain model for the Cedar River watershed on behalf of the City of Evansdale. Based on discussions with City staff and elected officials, the model is expected to be delivered to the City by the end of September 2018. Because various structures within the WWTP do not meet current design standards of remaining operational during the 25-year flood event, with structures at least 1-foot above the 100-year floodplain, it is anticipated that flood protection improvements to the WWTP will be required. This scope item authorizes MEC to coordinate with City staff and other consultants who have developed the floodplain model to exchange information required to analyze flood protection scenarios.

Based on discussions with City staff and elected officials, other consultants will be responsible for updating the floodplain model to verify the potential impact of flood protection improvements on upstream conditions. In addition, other consultants will be responsible for the potential no-rise certification should the potential improvements be determined to not cause a rise condition on upstream flood elevations.

## EXHIBIT 'C'

### OWNER'S RESPONSIBILITIES

---

**OWNER** shall do the following in a timely manner so as not to delay the services of the **ENGINEER**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **ENGINEER'S** services for the Project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **ENGINEER** by placing at **ENGINEER'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **ENGINEER'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.

# B and B BUILDERS and SUPPLY

5728 SIERRA DRIVE  
WATERLOO, IOWA 50701  
(319) 296-2289

## ESTIMATE

September 28, 2018

Att: Chris Schares  
City of Evansdale  
123 N. Evans Rd.  
Evansdale, IA 50707

Re: Sidewalk & Pavement Repair

<u>Central &amp; Roosevelt</u>	\$	850.00
Replace 7' curb & gutter		
85 SF 4" Sidewalk		
10 SF detecable warnings		

<u>Grand &amp; Central Paving Repair</u>		
970 Sq.Ft. paving replacement @ \$6.50 SF	\$	6,305.00

<u>Sidewalk Repair around City Hall</u>		
850 SF replace 4" sidewalk @ \$4.50 SF	\$	3,825.00
<del>Replace 6'x8' stoop top</del>	<del>\$</del>	<del>350.00</del>

This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has started.

Estimated by: Robert N. Brustkern, Owner

**S&D Construction**  
**8509 HAMMOND AVE**  
**IA 50701**

**Estimate**

Date	Estimate #
9/3/2018	54

Name / Address
123 N Evans Rd Evansdale, Iowa 50707

E-mail
skddconstructionllc@gmail.com

Account #319830

Description	Qty	Rate	Total
City Hall Sidewalks	1	4,000.00	4,000.00
Intersection Central & Grand	1	5,300.00	5,300.00
Intersection On Lawrence	1	4,500.00	4,500.00
Building 3 Floor	1	26,200.00	26,200.00
Concrete Removal Not Included In The Quote			
<b>Total</b>			\$40,000.00



## Agreement for Animal Services

**(FY 2019)**

This Agreement is entered into by and between the City of Evansdale, Iowa, (hereinafter called "CITY"), and the Cedar Bend Humane Society, an Iowa corporation (hereinafter called "SOCIETY") with its principal place of business at 1166 W. Airline Highway, Waterloo, IA 50703.

WHEREAS, CITY desires to provide the residents of the City of Evansdale with certain animal services; and

WHEREAS, SOCIETY possesses the skills, training, and experience, and the ability to perform certain animal services requested by CITY for the residents of the City of Evansdale, the parties have reached agreement thereon, and desire to reduce their agreement to writing;

### IT IS THEREFORE AGREED AS FOLLOWS:

SOCIETY shall provide the following basic animal services for domesticated dogs, cats, and other domestic animals:

- SOCIETY will impound domestic animals which were found unlawfully at large or confined within the CITY, and which are delivered to the SOCIETY by CITY officials during the hours of service. Animals shall be accepted at the CBHS facility as provided for this agreement during the hours of 8:00am-5:00pm daily.
- Stray animals brought to the SOCIETY by individual residents will be referred to CITY prior to SOCIETY accepting them.
- SOCIETY shall immediately assume ownership of all stray animals entering the facility. Stray animals entering the facility will not be subject to a stray hold period unless specifically requested by CITY officials.

### 1. Free-Roaming/Feral Cats:

- Notwithstanding other provisions of this agreement, CITY agrees to participate with SOCIETY for a Trap-Neuter-Release (TNR) program for free-roaming or feral cats. The goal of this program is to help control the free-roaming/feral cat population within the city of Evansdale, and reduce the number of required euthanized cats. Cats delivered to the SOCIETY in a trap and appearing to be feral will require no predetermined holding period and may be euthanized immediately. As an alternative to euthanizing any feral cat, SOCIETY may alter the animal and release it to the same area in which it was trapped to roam freely, but only after vaccinating it for rabies and tipping one of its ears.
- Trapping cats for the TNR program will be the responsibility of CITY residents or a city official.

- Upon entering the shelter, cats will be examined and evaluated by a licensed veterinarian or by the SOCIETY medical staff to determine if the cat is a candidate for the TNR program. Social stray cats will not be considered a candidate for the program.
- Cats found to be sick or injured by a licensed veterinarian or by the CBHS medical staff will be subject to immediate euthanasia and will not be considered a candidate for the TNR program.
- Cats/kittens that are under the age of fourteen weeks will not be considered a candidate for the TNR program.
- Normal stray intake fees (See #2 below) will apply to cats that are not candidates for the TNR program.
- Surgery services are only available several days per week. It is recommended that city officials and/or residents that are wanting to participate in the TNR program contact the SOCIETY prior to trapping cats. This helps to ensure each cat has an available surgery time. (Currently surgeries are performed Tuesday, Wednesday and Thursday of each week. Days and times may vary and are subject to change). Feral cats are very difficult to house and can be a danger to themselves and to the staff during handling. Cats brought in on alternative days cannot be held at the shelter waiting to be altered and may not be eligible for the TNR program.
- Surgeries are performed by a licensed veterinarian. Preoperative bloodwork and/or testing is not done prior to surgery. CBHS is not responsible if a fatality should occur during the procedure.
- Cats will be released within 24 hours of surgery (unless otherwise recommended by veterinarian). City officials and/or property owner are encouraged to pick up and release cats intended for TNR. CBHS staff will release cats upon request.
- SOCIETY will keep a record of all release locations and a rabies certificate from each cat on file for one year. Records can be obtained by city officials upon request.

**2. Fees:** During the term of this Agreement, SOCIETY may charge fees to the CITY for services as set forth below:

- The sum of \$30.00 for each domestic animal, (excluding trapped feral cats) for sick and/or injured wildlife delivered to the SOCIETY.
- The sum of \$10.00 per day per animal if CITY requests a holding period. (This will be in addition to the \$30.00) SOCIETY will inoculate all animal subject to hold for diseases common to their species.
- The sum of \$51.00 for each feral cat that is altered and released as part of the TNR program.

**3. Facilities:** SOCIETY will employ competent persons to perform all necessary duties and functions of, and furnish and maintain facilities and equipment adequate, for the housing, shelter, care and disposal of domestic animals, as required for an animal pound or animal shelter under the statutes of Iowa.

**4. Trap Rentals:** SOCIETY agrees to provide property owner or tenants within the CITY with live traps for trapping free-roaming or feral cats, but not for trapping other domestic animals or wildlife. The property owner or tenants shall be required to sign a rental agreement with SOCIETY and pay any trap rental fee determined by SOCIETY. Property owners or tenants shall be responsible for bringing trapped animals to the SOCIETY. SOCIETY reserves the right to refuse to rent live animal traps at its sole discretion. The CITY shall have no responsibility with respect to any traps rented by SOCIETY, but the CITY may also rent traps on such terms as SOCIETY deems appropriate.

**5. Termination of Contract:** CITY shall have the right to terminate this agreement at any time for convenience upon ninety (90) days advance written notice to SOCIETY. SOCIETY shall have the right to terminate this agreement at any time for convenience upon (90) days advance written notice to CITY.

**5. Reports:** SOCIETY shall provide to CITY a monthly report of all domestic animals and sick and/or injured wildlife and/or TNR cats delivered to the facility of the SOCIETY during the term of this agreement. The report along with a billing invoice shall be provided to CITY by the tenth of the following month.

**6. Non-Disparagement:** The parties agree that neither of them shall make disparaging statements about the other.

**7. Compliance with Law:** SOCIETY shall fully comply with federal, state and local law in providing services pursuant to this agreement to the CITY.

**8. Indemnification:** To the extent authorized by Article VII, Section 1, of the Iowa Constitution and Chapter 670 of the Code of Iowa, CITY agrees to indemnify and hold SOCIETY harmless from any liability based on any claim, demand or cause of action maintained or asserted by any person, firm, association, or corporation against SOCIETY from CITY, so long as SOCIETY has performed and complied with the terms of this agreement and the ordinances of the CITY.

**9. Term:** The Term of this agreement shall commence at midnight on \_\_\_\_\_, and shall thereafter provide services hereunder until midnight on \_\_\_\_\_.

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

City of Evansdale, Iowa By: \_\_\_\_\_

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

Cedar Bend Humane Society

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

Co-Director, Karla Beckman

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

Co-Director, Kristy Gardner