

**REGULAR CITY COUNCIL MEETING  
WEDNESDAY – NOVEMBER 08, 2017 – 6:00 PM  
EVANSDALE CITY HALL**

**AGENDA**  
**AMENDED**

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Approval of the November 08, 2017 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 October 17, 2017 regular meeting minutes
6. Resolution 6156 authorizing payment of bills and transfers
7. Resolution 6157 approving 2nd payment to Vieth Construction Corp, Cedar Falls, Iowa for the 2017 Patching and Maintenance Project in the amount of \$19,560
8. Request from Fire Chief to purchase a heart monitor for ambulance from Zoll Medical Corp. in an amount not to exceed \$26,819.71
9. Request from Public Works Director to fabricate new guard railing for the Waste Water Treatment plant to bring into compliance with OSHA standards in the amount of \$1,400
10. Rescind Resolution 6146 approving preliminary plans for the Angels Island Bridge Project
11. Resolution 6158 approving the preliminary plans, specifications, form of contract and preliminary cost Estimate for the Angels Island Bridge Project; and setting date of bid letting for November 28, 2017 at 2:00 p.m. and of public hearing December 5, 2017 at 6:00 pm; and authorizing engineer to advertise for bids for said project
12. Resolution 6159 approving FY2017 Urban Renewal Report
13. Authorize Mayor to sign Memorandum of Understanding between IBEW, Local Union 288 and the City for the amendment of union contract effective November 1, 2017 modifying Waste Water Department wages.
14. Resolution 6160 approving Union Contract with IBEW, Local 288
15. Resolution 6161 approving change order #1 to All Seasons Underground, LLC for the Elk Run Creek Flood Control Project in an amount not to exceed \$9,500
16. Resolution 6162 fixing compensation for Waste Water Grade III Operator position, and welcoming Chris Even to the City of Evansdale
17. Ordinance 658 by amending Zoning Ordinance, first reading

18. Request from City Clerk to authorize Iowa Codification to codify Zoning Manual in an amount not to exceed \$1,640
19. Discussion: Replace yield sign on Feldt Avenue at the intersection of Lawrence Avenue with a stop sign
20. Public discussion: non-agenda items
21. Mayor/Council Reports
22. Adjournment

CITY HALL  
EVANSDALE, IOWA, OCTOBER 17, 2017  
CITY COUNCIL  
DOUG FAAS, MAYOR, PRESIDING

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

Loftus/Seible to approve the October 17, 2017 agenda. Ayes-Five. Motion carried.

Walker/Loftus to approve the following items on the October 17, 2017 Consent Agenda: a. Approval of October 3, 2017 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 (Sept), Building Inspection Report (Sept), Clerk/Treasurer Report (n/a), Code Enforcement Report (Sept), Evansdale Municipal Housing (Sept), Library (Sept), Parks & Rec Dept. (Sept), Planning & Zoning (Aug), Police Dept. (Sept), Storm Water Commission (n/a), and Water Works (Aug). c. Tobacco Permit: Station Mart 2, 1119 River Forest Rd., and refund \$18.75, the unused portion for the former Station Mart Liquor & Tobacco located at 1119 River Forest Rd. Roll call vote: Ayes-Five.

Mayor Faas read Proclamation declaring the week of October 15th – 21st as Character Counts Week.

Walker/Loftus to open the public hearing for the Housing Rehabilitation Program Status of Funds at 6:03 p.m on Tuesday, October 17, 2017. There were 17 residents present at the hearing. Cindy Knox, INRCOG, reported that the amount of the IEDA grant awarded in July 2015 was \$281,992, and the City had dedicated \$24,000 of local match, for a total project budget of \$305,992. The City received funding to rehabilitate 8 homes in a targeted area of the community. As of August 31, 2017, four homes have been completed, and the contractors are being awarded on two homes tonight. The original project end date is July 31, 2018. As of August 31, 2017, \$83,379.00 had been paid to contractors for rehabilitation work and \$3,375.00 had been paid to contractors for lead hazard reduction activities for the four completed projects for a total of \$86,754.00 for rehab associated construction activities. \$23,246.49 was paid to INRCOG for general and technical services administration including funds for inspection activities, of which \$2,455.00 was paid to INRCOG for lead hazard reduction administration including lead hazard inspections, testing, and relocation. The total amount of funding drawn as of August 31, 2017 was \$ 98,282.00 from the state portion of the grant and the rest of the expenses paid for with a local match expenditure of \$ 9,001.35. Proof of publication on file. One comment was received by Mayor Faas requesting that prospective applicants be contacted for possible participation in the program. Loftus/Walker to close public hearing at 6:10 p.m.

Nichols/Seible to approve Resolution 6143 approving the status of funds for the 2015 Housing Rehabilitation Program. Roll call vote: Ayes-Five.

Walker/Loftus to approve Resolution 6144 awarding the lowest, most responsible bid to Kirvan Enterprises of Waterloo, IA for project eight (8) located at 1731 Enid Street in the amount of \$20,106 for the 2015 Evansdale Housing Rehabilitation Program. Roll call vote: Ayes-Five.

Seible/Walker to approve Resolution 6145 awarding the lowest, most responsible bid to C & R Construction of Central City, IA for project eleven (11) located at 1760 Michigan Drive in the amount of \$10,025 for the 2015 Evansdale Housing Rehabilitation Program. Roll call vote: Ayes-Five.

Mayor Faas presented the City of Evansdale's opening issues for contract negotiations with Chauffeurs, Teamsters, and Helpers Local Union No. 238. Councilman Seible questioned employee insurance. Mayor Faas responded that it has not been negotiated yet.

Dewater/Walker to approve request from Mayor to approve the preparation of a concept plan for the Regional Waste Water Plant combining Evansdale, Elk Run Heights, and Raymond to be provided by MSA Professional Services in an amount not to exceed \$5,000. Jason Miller with MSA Professional Services, discussed the comprehensive investigation concept plan that includes the improvements required by the State of Iowa. Councilman Nichols stated that he would like to know the changes that will be required by the Iowa Department of Natural Resources (IDNR) before we proceed with concept plans. Mayor Faas responded that there are changes that need to be made that are already mandated by the IDNR. Councilman Seible questioned what the costs would be to make repairs to our current plant, or merge with Waterloo, and/or merging with Elk Run Heights and Raymond by building a new plant. Mayor Faas responded that we are starting the process of identifying the costs. Nichols again stated that he wanted an evaluation from IDNR before we proceed. Jerry Shoff, CGA, the IDNR will want the city to look at all the options that are available and present the options to them. Councilman Dewater stated that when this was discussed a month ago we knew that we would have costs affiliated with the process. Mayor Faas stated concern with the upgrades that Waterloo needs to make to their infrastructure and if they would consider an agreement with Evansdale, so we are meeting next week to discuss options. Dewater responded that we have pursued Waterloo for fifteen years without avail and that he was in favor of pursuing the regional plant with Elk Run Heights and Raymond. Councilman Walker if you go down to IDNR and question if we will need to tear our plant down in the future, what would they say. Jerry responded that you need a plan to approach the IDNR and that they will not let us defer the current compliance schedule without a plan of action. Ayes-Four. Nays-One (Nichols). Motion carried.

Dewater/Loftus to approve grinding the concrete to repair the slope issue for the Lafayette Culvert Project. Jerry with CGA stated that the DOT uses this action to repair any bumps that are present in the freeway throughout the state. Councilman Seible stated that since we paid for the project that it should be repaired properly by replacing the concrete as the grinding option just patches the problem. Dewater stated that he didn't think it was that big of a bump to warrant repair. Nichols questioned if it would be overlaid after it is ground as we just paid for new concrete. Jerry responded no. Ayes-Three. Nays-Two. (Seible, Nichols). Motion carried.

Seible/Walker to approve Resolution 6146 approving the preliminary plans, specifications, form of contract and preliminary cost Estimate for the Angels Island Bridge Project; and setting date of bid letting for November 14th, 2017 at 2:00 p.m. and of public hearing November 21, 2017 at 6:00 pm; and authorizing engineer to advertise for bids for said project. Jerry stated that the cable handrail option is steadily becoming a very expensive option upwards of \$50,000, but it will still be included in the bid options. Dewater stated concern with the wood pilings that would be utilized for the project and questioned if this process is still used. Jerry responded that they are still used for gravel road bridges, however, wouldn't be utilized on the interstate due to the load. Nichols questioned the height at the center of the bridge. Bill Wright, CGA, responded that there would be at least 6 feet at the center. Tom Nichols, Park Chair questioned the cost of the cable option. Jerry responded that it is the connecting cables that were costly. Roll call vote: Ayes-Five.

Walker/Seible to approve Resolution 6147 approving final payment, including retainage, to Horsfield Construction, Epworth, Iowa for the Colleen Avenue Reconstruction and Norma Avenue Cunette Projects in the amount of \$8,784.60. Nichols questioned the Cunette Project. Mayor responded that it was part of the initial project bid and that it is a cement waterway that was placed just beyond Heather Ave. Roll call vote: Ayes-Four. Nays-One (Nichols).

Loftus/Walker to approve Resolution 6148 approving 3rd payment to Aspro, Inc., Waterloo, Iowa for the 2017 Street Rehabilitation Project in the amount of \$253,205.65. Roll call vote: Ayes-Five.

Loftus/Dewater to approve Resolution 6149 approving 7th payment to Vieth Construction Corp. of Cedar Falls, IA, for the River Forest Road Levee Trail Project in the amount of \$2,211.11. Walker questioned if the rock was cleaned up. Schares responded yes. Jerry stated that the initial audit was completed, the materials audit would be next and final payment would not be paid until the audit is completed. Roll call vote: Ayes-Five.

Loftus/Seible to approve Resolution 6150 approving 2nd payment to R Company dba Frickson Backhoe and Trucking, Evansdale IA, for the Ellendale Dr. Sanitary Sewer Extension Project in the amount of \$1,976.09. Roll call vote: Ayes-Five.

Walker/Dewater to approve Resolution 6151 authorizing payment of bills and transfers. Seible questioned the Iowa Pump Works invoice to pull pump at the Arbutus lift station when we could have used our equipment to pull it. Mayor Faas responded that it was 30 feet down in the pit and wouldn't be able to utilize our equipment. Roll call vote: Ayes-Five.

Seible/Loftus to approve request from Mayor to replace/repair roof top heating/air conditioning unit in an amount not to exceed \$8900. Ayes-Five. Motion carried.

Walker/Seible to approve Resolution 6152 approving adding permanent stop signs on Evans Road at the intersections of Evans Road and Central Avenue making the intersection a 4-way stop intersection. Seible questioned why we weren't addressing the W. Gilbert Dr./Evans intersections as well. Mayor Faas responded that we were just addressing this intersection at this time. Walker stated that he would like to see a school crossing sign at the intersection as well. Roll call vote: Ayes-Five.

Nichols/Walker to approve Resolution 6153 approving tax abatement for 549 East End Avenue. Roll call vote: Ayes-Five.

Nichols/Dewater to approve Resolution 6154 approving an annual agreement with TestAmerica Laboratories, Inc. to provide the necessary IDNR Waste Water Treatment Plant testing in an amount not to exceed \$6,245.50. Roll call vote: Ayes-Four. Abstained-One (Walker).

Seible/Walker to approve Resolution 6155 approving the FY2017 Annual Financial Report and authorizing publication. Roll call vote: Ayes-Five.

Walker/Nichols to approve request from Mayor to purchase an Automated External Defibrillator for the City Hall Council Chambers in an amount not to exceed \$718.29. Ayes-Five. Motion carried.

Seible/Loftus to approve Request from Public Works Director to authorize payment for necessary repairs to 2003 Sterling L7500 Dump Truck/snow plow in the amount of \$3,219.22. Seible questioned why this was not brought to council before proceeding with repairs. Mayor Faas responded that Don's Truck sales was aware of the cities spending limit and they proceeded with repairs anyway. Chris has had a discussion with them and it won't happen in the future. Ayes-Five. Motion carried.

Public discussion: non-agenda items: Loraine Atkins, 625 River Forest Rd., questioned when her sidewalk would be repaired. Mayor Faas responded that the engineer verified photos taken before and after the construction and there was no change. Bills Nichols, 221 Oakwood Dr., questioned if the patching repairs would be made to his property. Chris Schares, Public Works, responded that it was on the schedule for tomorrow. Keith Bodecker, 1740 W. Gilbert Dr., questioned receiving a letter regarding the parking of his camper when it had been moved onto his driveway. Mayor responded that if he complied the issue is resolved, he also asked Mr. Bodecker to stop in so they could visit about the issue.

Mayor/Council Reports: The Mayor stated that two ordinance compliance cases had went to court and the city was awarded the 5th Street case and still waiting on the verdict on the Evans Rd. case; he updated council on the road projects and then discussed the Arbutus lift station repairs. The repairs for the lift station would include a by-pass option required by the DNR, replacement of pump and necessary repairs it would be approximately \$100,000 total. He also stated that this lift station services 80% of the city and the lack of maintenance/repairs could result in a back-up in homes. Seible questioned the bypass and why wouldn't we address all the issues at the lift station, instead of repairing as failed. Mayor Faas responded that if the council would want to address all the pumps that an estimate would be brought to council. Mayor Faas also

stated that there is an Army Corps Inspection on the 6th of November. Nichols questioned the repairs to Evans Rd. south of W. Gilbert and stated that residents in the area are upset with the work. The Mayor responded that Chris and himself would go look at the intersection in the morning. Seible wanted to thank Police Chief Jensen for policing Evans Rd. as he has seen a decrease in speeding. He also questioned the progress of the Atkins property at 3rd Ave. Mayor responded that easement agreements have been sent and waiting for a reply. Nichols also questioned when the house on Brookside would be completed or the basement capped as it has been in this construction state for over four years. Mayor responded that the city had been in contact with him and he attained another building permit and was bringing in backfill and rock to finish that portion of the project. Nichols also questioned how much time the owner would be given to complete the project. Mayor stated that there are a few projects like that in this city and wasn't certain what the next step will be.

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

**ATTEST:**

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**Doug Faas, Mayor**

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**DeAnne Kobliska, City Clerk**

**RESOLUTION 6156**

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

ADVANCED SYSTEMS	FD-COPIER CONTRACT	35.28
AIRE SERVICES	CH-SEMI-ANNUAL HVAC MAINT	382.35
APPARATUS TESTING SERV	FD-ANNUAL FIRE PUMP TEST	631.00
ASPRO	RU-COLD PATCH	429.30
AUTO PLUS	RU-SERVICE #69 & #57	50.11
B.H. WASTE DISPOSAL	OCT 17 GARBAGE/RECYCLE	3,894.75
	OCT 17 GARBAGE/RECYCLE	16,825.32
	<b>TOTAL:</b>	<b>20,720.07</b>
BMC AG	RU-ROCK-HEATHER AVE	27.58
	RU-ROCK-GILBERT DR	177.97
	RU-ROCK-GILBERT DR	184.92
	<b>TOTAL:</b>	<b>390.47</b>
CENTURY LINK	SR-INTERNET	78.99
CITY LAUNDERING	LIB-MONTHLY MATS	30.64
	CH-MONTHLY MATS	72.62
	<b>TOTAL:</b>	<b>103.26</b>
CGA	DORIS DR	284.30
	3RD AVE DRAINAGE	1,391.70
	3RD AVE DRAINAGE	788.90
	DORIS DR ESMNT	41.10
	2017 ST MAINT & PATCHING	794.74
	FLOOD CONTROL ELK RUN CREEK	4,252.80
	RFR LEVEE TRAIL CONST	424.40
	RFR RECONSTRUCTION	1,713.26
	2017 STREETS REHAB	13,413.70
	COLLEEN ST RECON	1,170.50
	TRL AVE 12" FRC MAIN RELOCATE	404.00
	WWTF PRELIMINARY REPORT	6,233.40
	<b>TOTAL:</b>	<b>30,912.80</b>
COURIER	PY-10/3 MINS & BILLS	194.40
	PY-FY17 FINANCIAL REPORT	100.44
	<b>TOTAL:</b>	<b>294.84</b>
COVENANT MEDICAL CNTR	FD-MEDICAL SPLYS	208.49
DORSEY & WHITNEY	PY-LEGAL FEES 2017A&B GO BOND	17,611.20
D,B,S & H, PLC	PD-JULY-AUG LEGAL FEES	560.00
	PY-JULY-AUG LEGAL FEES	2,686.25
	<b>TOTAL:</b>	<b>3,246.25</b>
EASTMAN, JULIE	PY-RMBRS TRVL EXPENSE	21.94
	PY-RMBRS TRVL EXPENSE	358.82
	<b>TOTAL:</b>	<b>380.76</b>
EMP	FD-MEDICAL SUPPLIES	316.10
	FD-MEDICAL SUPPLIES	566.23
	FD-MEDICAL GLOVES	10.99
	<b>TOTAL:</b>	<b>893.32</b>
EMSLRC	FD-TRAINING HOURS	20.00
	FD-CPR CARDS	32.00
	<b>TOTAL:</b>	<b>52.00</b>
EVANSDALE WATER WORKS	PD-WATER EXPENSE	193.59
	FD-WATER EXPENSE	193.59
	<b>TOTAL:</b>	<b>387.18</b>
FELD EQUIPMENT	FD-NAME PATCH-BUNKER GEAR	80.00
I.N.R.C.O.G.	RU-NE IA CORRIDOR STUDY #9	760.99
	RU-NE IA CORRIDOR STUDY #9	115.12
	PY-CDBG PRJT MGMNT	2,705.12
	<b>TOTAL:</b>	<b>3,581.23</b>
IMWCA	RU-WORK COMP	668.00
	PD-WORK COMP	(219.00)
	PD-WORK COMP	12.50
	PD-411-WORK COMP	474.00
	FD-WORK COMP	561.00
	AMB-WORK COMP	339.00
	EMT-AMBULANCE	(225.00)
	BI-WORK COMP	319.00
	LIB-WORK COMP	12.50
	PK-CAMP FEE-WORK COMP	(13.00)

APPROVED BY  
CC 10/03/2017

	MAYOR-WORK COMP	(3.00)
	PY-WORK COMP	12.50
	BLDG MAINT-WORK COMP	(27.00)
	NON-STATUTORY VOLUNTEER	(170.00)
	SR-WORK COMP	68.00
	SR-WORK COMP	(148.00)
	<b>TOTAL:</b>	<b>1,661.50</b>
IOWA ONE CALL	RU-SEPT LOCATES	14.10
	SR-SEPT LOCATES	14.10
	<b>TOTAL:</b>	<b>28.20</b>
MENARDS	RU-TABLE-LAUNDRY	8.81
MET TRANSIT	JULY-SEPT 2017 SUBSIDY	3,796.00
NORTHLAND OIL	RU-OIL FOR TRUCKS	935.50
	SR-OIL	122.50
	<b>TOTAL:</b>	<b>1,058.00</b>
POWERPLAN	RU-PART-310SJ BACKHOE	20.67
PPG	RU-PAINT FILTERS	16.79
<b>RITEPRICE</b>	<b>PD-OFFICE CHAIRS</b>	<b>2,309.57</b>
	CH-PAPER	31.99
	PD-CHAIR MATS/OFFICERS RM	204.18
	SR-PRINTER INK	38.98
	<b>TOTAL:</b>	<b>2,584.72</b>
STOCKS, PHIL	GRADE III OPERATOR SRV	1,760.00
TEAM SERVICES	RU-2017 PATCH/MAINT BORING	897.35
TESTAMERICA	SR-WEEKLY TESTING	832.50
THE SHOP	BI-NEW BATTERY/WARRANTY #17	562.90
THE SLED SHED	FD-TUNE UP SAW	62.00
	FD-SHARPEN SAW BLADE	21.50
	<b>TOTAL:</b>	<b>83.50</b>
UTILITY EQUIPMENT CO	SW-STOCK/MANHOLE	236.22
VERIZON	FD-PHONE	43.03
VIETH CONST	RU-2017 PTCHNG/MAINT PMT#2	19,560.00
ZARNOTH BRUSH WORKS	RU-BRUSHES-PELICAN SWEEPER	211.60
ZOLL MEDICAL CORP	FD-ET CO2 RPLMNT MONITORS	220.00
	001 GENERAL FUND	29,167.53
	002 CAPITAL IMPROVEMENT	2,389.57
	110 ROAD USE TAX	27,379.55
	112 EMPLOYEE BENEFIT	1,073.50
	145 CDBG/REHAB PROGRAM	2,705.12
	302 2015 CAPITAL PROJECTS	20,974.66
	610 SEWER FUND	9,404.47
	670 LANDFILL/GARBAGE	20,720.07
	740 STORM WATER	236.22
	<b>GRAND TOTAL:</b>	<b>114,050.69</b>
<b>PREPAYS</b>		
81805	BAKER & TAYLOR	LIB-BOOKS/DVDS 689.07
81806	CAPITAL ONE	LIB-SUPLIES 77.89
81807	CREATIVE IMPACT	LIB-NAME PLATE 15.00
81808	INGRAM	LIB-BOOKS/DVDS 362.39
81809	PCC	FD-MEDICARE EVALUTATION 400.00
81811	US CELLULAR	OCT CELL PHONES 1,229.34
81812	WINDSTREAM	PHONES 550.49
DRAFT	ADVANTAGE ADMINISTRATORS	HRA 636.31
81813	AFLAC	INSURANCE 60.02
81814	IBEW LOCAL 288	DUES 122.00
DRAFT	IPERS	INSURANCE 6,647.73
81815	MEDIACOM	INTERNET 618.32
81816	MET LIFE	INSURANCE 2,397.79
81817	MFPRSI	RETIREMENT 9,433.07
81818	POLICE ASSOCIATION	P/R DEDUCTION 70.00
DRAFT	TREASURER-ST OF IA	P/R DEDUCTION 2,814.00
81819	TEAMSTERS LOCAL 238	DUES 301.00
81820	VALIC	P/R DEDUCTION 50.00
81821	WELLMARK	INSURANCE 14,168.49
	<b>TOTAL PREPAYS:</b>	<b>40,642.91</b>

**OCTOBER PAYROLL:**

EFTPS	18,668.81
BIWEEKLY PAYROLL	51,190.75
FIRE DEPT PAYROLL	1,826.68
<b>TOTAL PAYROLL:</b>	<b>71,686.24</b>

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, ON THIS 8TH DAY OF NOVEMBER 2017

ATTEST:

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**Doug Faas, Mayor**

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**DeAnne Kobliska, City Clerk**

In account with  
**DUTTON, BRAUN, STAACK & HELLMAN, P.L.C.**  
Attorneys at Law  
P.O. Box 810  
3151 Brockway Road  
Waterloo, Iowa 50704  
319-234-4471    FAX: 319-234-8029    FED. ID No: 42-0425795

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November 1, 2017

Billed through 08/31/17

Bill number 003368 00001 111716 LLF

CITY OF EVANSDALE  
ATTN MAYOR DOUG FAAS  
123 N EVANS ROAD  
EVANSDALE, IA 50707

FOR PROFESSIONAL SERVICES RENDERED

07/18/17	LLF	Telephone call from Mayor Faas re: Eilers closing. Conference with Karen Boomgarden re: preparing closing documents. Letter from Todd Geer re: Koleno citation. Conference with Mayor Faas re: settlement agreement. Email to Mayor Faas re: same. Attend City Council meeting. Travel to/from city council.	2.30 hrs
07/18/17	JMM	Review correspondence from attorney Geer. Conference with Laura Folkerts re: same. Review ordinance at issue. Email to Todd Geer. (Koleno case)	1.30 hrs
07/21/17	MRY	Multiple telephone calls to and from Doug Faas re: zoning issue for convenience store/liquor store. Review Evansdale Zoning Ordinance re: same.	0.90 hrs
07/25/17	JMM	Telephone call to Todd Geer re: Koleno. Telephone call to Stephani Ellison re: Bergmann. Email to Brian Wirtz re: Koleno.	0.50 hrs
07/26/17	MRY	Telephone call from Doug Faas re: convenience store zoning issue. (No charge).	0.20 hrs
07/26/17	SKD	Review of abstract. Prepare opinion. Telephone call from City Clerk about tax issue.	0.95 hrs
07/26/17	SKD	Telephone call from city clerk.	0.30 hrs
07/26/17	JMM	Telephone call from Todd Geer re: Koleno matter. Emails with city inspector. Draft letter to Todd Geer.	0.60 hrs
07/27/17	SKD	Telephone call to client.	0.30 hrs

**DUTTON, BRAUN, STAACK & HELLMAN, P.L.C.**

Attorneys at Law

P.O. Box 810

3151 Brockway Road

Waterloo, Iowa 50704

319-234-4471 FAX: 319-234-8029 FED. ID No: 42-0425795

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Bill number	003368	00001	111716	
07/31/17	LLF	Conference with Karen Boomgarden re: closing statement. Telephone call to Dwayne Eilers re: Karen's attendance at closing. (No Charge)		0.20 hrs
07/31/17	LLF	Review closing documents. Telephone call to DeAnne re: same. Email to DeAnne re: same. Review council packet.		0.70 hrs
08/01/17	LLF	Attend City council meeting. Travel to and from city council meeting and Eilers closing. Attend Eilers closing.		1.90 hrs
08/01/17	JMM	Telephone call to Todd Geer. Conference with Laura Folkerts re: Koleno case. (No charge).		0.40 hrs
08/02/17	LLF	Letter from Luke Guthrie re: alleged false arrest. Review potential claim.		0.70 hrs
08/02/17	JMM	Email to inspector re: Koleno.		0.10 hrs
08/03/17	LLF	Telephone call from Mayor Faas re: selling Parcel H to Klein. Review plat of survey and email to Mayor Faas re: same.		0.20 hrs
08/03/17	JMM	Review EDMS filings. Review continuances entered by court. Prepare for trial on Bergmann matter - illegal burning.		0.80 hrs
08/04/17	LLF	Research re: false arrest.		0.40 hrs
08/04/17	JMM	Prepare for and attend hearing regarding illegal burn - Bergmann. Memo to file re: judgment.		1.10 hrs
08/07/17	LLF	Research re: Code section requiring City to pay for sewer usage. Telephone call to DeAnne re: same. Memo to file re: same.		0.70 hrs
08/08/17	LLF	Telephone call from Mayor Faas re: volunteers, Klein deed, and letter from Guthrie. Emails to and from DeAnne re: public hearing and resolution for Klein.		0.30 hrs
08/08/17	JMM	Review Koleno case, Obrien case, and Stoeckmann case. Review letter from Todd Geer re: Koleno case. Draft letter to Officer Dietz regarding Stoeckmann. Emails to Brian Wirtz re: Koleno and Obrien citations.		0.90 hrs
08/09/17	LLF	Email from Mayor Faas re: termination letter. Review termination letter. Respond to Mayor		0.20 hrs

**DUTTON, BRAUN, STAACK & HELLMAN, P.L.C.**

Attorneys at Law

P.O. Box 810

3151 Brockway Road

Waterloo, Iowa 50704

319-234-4471 FAX: 319-234-8029 FED. ID No: 42-0425795

Bill number	003368	00001	111716	
				Faas.
08/10/17	LLF	Research re: payment in kind to volunteers. Long email to client re: same.		1.00 hrs
08/10/17	JMM	Review emails and draft motion to continue trial.		0.30 hrs
08/11/17	LLF	Telephone call from Doug Faas re: exempt status of a position. Research re: same.		0.60 hrs
08/11/17	JMM	Review EDMS filing. Email to officer Dietz.		0.20 hrs
08/14/17	LLF	Review council packet. Telephone call from and telephone call to Doug Faas. Research re: fines for not complying with EPA.		0.70 hrs
08/16/17	JMM	Emails with officer re: upcoming trial (no charge).		0.10 hrs
08/24/17	LLF	Telephone call from Doug Faas re: property taxes on Payne property. Review file re: same. Telephone call to Doug re: same. (No Charge)		0.40 hrs
08/25/17	LLF	Telephone call from DeAnne re: billing for Payne and Eilers property acquisition. Review billing re: same. (No Charge)		0.40 hrs
08/28/17	LLF	Review and revise EYSA Agreement. Email to Mayor Faas re: same.		0.50 hrs
08/29/17	LLF	Email from/to client re: EYSA Agreement. (No Charge)		0.10 hrs
08/31/17	LLF	Email from/to DeAnne re: fireworks ordinance.		0.10 hrs
		Total fees for this matter		\$3,246.25

## BILLING SUMMARY

Steven K. Daniels	1.55 hrs	175 /hr	271.25
Michael Young	0.20 hrs	0 /hr	0.00
Michael Young	0.90 hrs	175 /hr	157.50
Laura Folkerts	1.10 hrs	0 /hr	0.00
Laura Folkerts	10.30 hrs	175 /hr	1,802.50
Josh Moon	0.50 hrs	0 /hr	0.00
Josh Moon	5.80 hrs	175 /hr	1,015.00

In account with  
**DUTTON, BRAUN, STAACK & HELLMAN, P.L.C.**

PAGE 4

Attorneys at Law  
P.O. Box 810  
3151 Brockway Road  
Waterloo, Iowa 50704  
319-234-4471 FAX: 319-234-8029 FED. ID No: 42-0425795

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Bill number 003368 00001 111716

TOTAL FEES	\$3,246.25
TOTAL CHARGES FOR THIS BILL	\$3,246.25
TOTAL BALANCE NOW DUE	\$3,246.25

Terms: Full payment due within 30 days.

MasterCard and VISA accepted.

**RESOLUTION 6157**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, AUTHORIZING PAYMENT #2 TO VIETH CONSTRUCTION CORP. IN THE AMOUNT OF \$19,560 FOR THE 2017 STREET PATCHING AND MAINTENANCE PROJECT**

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

**WHEREAS**, the City's Public Works Director/Project Manager, Chris Schares has reviewed the construction progress through October 25, 2017 and recommends payment to Vieth Construction Corp. of Cedar Falls, Iowa

Request attached

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Evansdale, Iowa, that pay application #2 in the amount of \$19,560 hereby authorized to be issued for the 2017 Street Patching and Maintenance Project

**PASSED AND ADOPTED THIS 8<sup>TH</sup> DAY OF NOVEMBER 2017.**

**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 2

Distribution to:

OWNER

CONSTRUCTION MANAGER

ARCHITECT

CONTRACTOR

FIELD

OTHER

VIA CONSTRUCTION  
MANAGER:

PERIOD TO: 10/25/17

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	\$	465,936.05
2. Net change by Change Orders	\$	19,560.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	485,496.05
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	294,023.92
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	14,701.20
b. % of Stored Material (Column F on G703)	\$	0
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	14,701.20
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	279,322.72
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	100,326.59
8. CURRENT PAYMENT DUE	\$	178,996.13
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	206,173.33

CONTRACTOR:

By: Kari Jansen Date: 10/25/17

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: [Signature] Date: 10-30-17

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	\$960.00	
Total approved this Month	\$18,600.00	
TOTALS		
NET CHANGES by Change Order	\$19,560.00	



# *EVANSDALE FIRE RESCUE*

Mayor and council,

We are in desperate need for new heart monitors for our ambulances. The current ones were purchased as remanufactured used monitors. Currently they are outdated and the company no longer manufactures parts for these which makes it difficult or impossible to find parts for them. If they experience any malfunctions they have the chance to not be able to be repaired.

We have been experiencing several problems with the ones we have one that include difficulty with 4 and/or 12 lead to get a heart reading which includes difficulty or impossible to transmit the 4 or 12 lead, pulse ox does not work( we have tried several different ones and company can not determine what the cause), Blood pressure cuff works intermittently, ET is slow in acquiring a way form, and the battery will overheat and monitor will shut off when a shock is being delivered.

We have two quotes, the third one we had we did not include because the company said they will not be supporting them in less than 3 more years will be obsolete.

Ryan Phillips

Christian Staley

Evansdale Fire Rescue.



**ZOLL Medical Corporation**

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

**TO: Evansdale Fire Department**

**QUOTATION 258272 V:2**

**DATE:** November 03, 2017

**TERMS:** Net 30 Days

**FOB:** Shipping Point

**FREIGHT:** Prepay and Add

911 South Evans Rd  
 Evansdale, IA 50707

Attn: **Christian**

email: [ChristianS@evansdalefire.com](mailto:ChristianS@evansdalefire.com)

Tel: 319-233-6930

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

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

**Page 1 Subtotal \$29,074.50**

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
- 2. PRICES QUOTED ARE VALID UNTIL DECEMBER 31, 2017.**
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO [ESALES@ZOLL.COM](mailto:ESALES@ZOLL.COM).**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).

Randy Curran  
 EMS Territory Manager  
 800-242-9150, x9227



**ZOLL Medical Corporation**

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

**TO: Evansdale Fire Department**

**QUOTATION 258272 V:2**

**DATE:** November 03, 2017

**TERMS:** Net 30 Days

**FOB:** Shipping Point

**FREIGHT:** Prepay and Add

911 South Evans Rd  
 Evansdale, IA 50707

Attn: **Christian**

email: [ChristianS@evansdalefire.com](mailto:ChristianS@evansdalefire.com)

Tel: 319-233-6930

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<b>SP02 \$1,795</b> • Signal Extraction Technology (SET) • Rainbow SET <b>NIBP Welch Allyn includes: \$3,495</b> • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff  <b>End Tidal Carbon Dioxide monitoring (ETCO2)</b> <b>Oridion Microstream Technology: \$4,995</b> Order required Microstream tubing sets separately  <b>Interpretative 12- Lead ECG: \$8,450</b> • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8000-0330	<b>SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single Use and Reusable Sensors (4 ft)</b>	1	\$295.00	\$230.10	\$230.10 *
3	8000-0294	<b>SpO2 LNCS Adult Reusable Sensor (1 each)</b>	1	\$295.00	\$230.10	\$230.10 *
4	8000-002005-01	<b>Cable Sleeve, Propaq / X Series, ZOLL Blue</b>	1	\$49.95	\$38.96	\$38.96 *
5	8000-0895	<b>Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs</b>	1	\$157.50	\$122.85	\$122.85 *

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**Page 2 Subtotal \$29,696.51**

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- ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
- PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).

Randy Curran  
 EMS Territory Manager  
 800-242-9150, x9227



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**TO: Evansdale Fire Department**

**QUOTATION 258272 V:2**

DATE: November 03, 2017

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FREIGHT: Prepay and Add

911 South Evans Rd  
 Evansdale, IA 50707

Attn: **Christian**

email: [ChristianS@evansdalefire.com](mailto:ChristianS@evansdalefire.com)

Tel: 319-233-6930

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
6	8000-0580-01	Six hour rechargeable Smart battery	1	\$495.00	\$386.10	\$386.10	*
7	8200-000100-01	Single Bay Charger for tthe SurePower and SurePower II batteries	1	\$945.00	\$737.10	\$737.10	*
8	5001-9928	ZOLL E Series w/Pacing, 12 lead + 3 parameters or more Trade-In	1		(\$4,000.00)	(\$4,000.00)	**
<p>*Reflects Discount Pricing.</p> <p>**Trade-In Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories.            Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.</p> <p>**Trade value guaranteed only through December 31, 2017.</p>							

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**TOTAL \$26,819.71**

- DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
- PRICES QUOTED ARE VALID UNTIL DECEMBER 31, 2017.**
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Randy Curran  
 EMS Territory Manager  
 800-242-9150, x9227

## ZOLL QUOTATION GENERAL TERMS & CONDITIONS

**1. ACCEPTANCE.** This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

**2. DELIVERY AND RISK OF LOSS.** Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

**3. TERMS OF PAYMENT.** Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

**4. CREDIT APPROVAL.** All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

**5. TAXES & FEES.** The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

**6. WARRANTY.** (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. **THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**7. SOFTWARE LICENSE.** (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth, (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein, (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation, (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

**8. DELAYS IN DELIVERY.** ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

**9. LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATIONS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

**10. PATENT INDEMNITY.** ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

**11. CLAIMS FOR SHORTAGE.** Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

**12. RETURNS AND CANCELLATION.** (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

**13. APPLICABLE LAW.** This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

**14. COMPLIANCE WITH LAWS.** (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

**15. NON-WAIVER OF DEFAULT.** In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

**16. ASSIGNMENT.** This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

**17. TITLE TO PRODUCTS.** Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

### **18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.**

**VETERAN'S EMPLOYMENT** - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

**EMPLOYMENT OF HANDICAPPED** - if this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

**EQUAL OPPORTUNITY EMPLOYMENT** - if this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

**19. VALIDITY OF QUOTATION.** This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

**20. GENERAL.** Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.



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

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

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

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

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

Grand Total	USD 27,308.40
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**Pricing Summary Totals**

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

**GRAND TOTAL FOR THIS QUOTE**  
USD 27,308.40

Please Select One:

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

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

**BILLING ADDRESS**

**SHIPPING ADDRESS**

Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Zip Code \_\_\_\_\_  
 A/P Email \_\_\_\_\_  
 Phone \_\_\_\_\_

Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Zip Code \_\_\_\_\_  
 A/P Email \_\_\_\_\_  
 Phone \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**NAME**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**DATE**

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

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

**General Terms for all Products, Services and Subscriptions.**

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

**Pricing.** Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

**Payment.** Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

**Minimum Order Quantity.** Physio reserves the right to charge a service fee for any order less than \$200.00.

**Patent Indemnity.** Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

**Limitation of Interest.** Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

**Delays.** Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

**Limited Warranty.** Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

**Compliance with Confidentiality Laws.** Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

**Compliance with Law.** The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

**Regulatory Requirement for Access to Information.** In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

**No Debarment.** Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

**Choice of Law.** The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

**Additional Terms for Purchase and Sale of Products.**

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

**Delivery.** Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

**Inspections and Returns.** Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

**No Resale.** Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

Monday  
November 6, 2017

C and C Welding Inc.  
1714 River Street  
Waterloo Iowa 50702  
319-232-4741 phone  
[cncweldingsand@aol.com](mailto:cncweldingsand@aol.com)

To: City of Evansdale  
Attention: Chris Schares

Quote to fabricate railing for waste water plant.  
Fabricate, powder coat, remove old rail and install new railing.

\$1400.00

Please call with questions. Quote is good for 30 days. Thank you.

C and C Welding Inc.

Verbal quote was given to Public Works Director 11/01/17.

L. J.'S WELDING & FABRICATION  
141 CENTER ST.  
P.O. BOX 2312  
WATERLOO, IA 50703

TELEPHONE: 319-236-2844

FAX: 319-233-8762

TO: CITY OF EVANSDALE

FROM: JEREMY KRUTH

ATT: CHRIS S.

DATE: 5 OCTOBER 2017

PHONE: (319) 493-0644

We are pleased to submit the following quotation for your consideration:

Labor and Materials to Fabricate New Guard Railing for the Waste Water Treatment plant in the Deerwood Park Area. This will be a top and midrail. This price includes Paint and Installation.

Price: 2,250.00

This price does not include any Tax or Delivery. If you have any questions please feel free to give us a call. This price does not include any Tax or Delivery. Price may change if there are any variances from the original quote.

Sincerely,

**RESOLUTION 6158**

**RESOLUTION APPROVING PRELIMINARY PLANS AND SPECIFICATIONS, FORM OF CONTRACT AND PRELIMINARY COST ESTIMATE; SETTING DATE OF PUBLIC HEARING AND LETTING; AND AUTHORIZE ENGINEER TO ADVERTISE FOR BIDS FOR THE ANGELS ISLAND BRIDGE PROJECT**

**WHEREAS**, the City of Evansdale intends to contract for the construction of a 135-foot boardwalk bridge that will extend from the shore to the island for the Angels Island Bridge Project; and

**WHEREAS**, the City of Evansdale requires professional engineering services for preparation of preliminary plans, specifications, and form of contract for bidding the work;

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Evansdale hereby approves preliminary plans, specifications, form of contract and preliminary cost estimate; and authorizes Clapsaddle-Garber Associates, to prepare final plans and specifications and advertise for bids for the Angels Island Bridge Project.

**BE IT FURTHER RESOLVED**, by the City Council of the City of Evansdale that bid letting for the project be set for 2:00 PM on Tuesday, November 28, 2017, at City Hall, and that Public Notice will be published as required by the State of Iowa.

**BE IT FURTHER RESOLVED**, by the City Council of the City of Evansdale that a Public Hearing be set for 6:00 PM, Wednesday, December 5, 2017, at City Hall for public comment regarding the project, and that Public Notice will be published as required by the State of Iowa.

**PASSED AND APPROVED THIS 8<sup>TH</sup> DAY OF NOVEMBER 2017**

**ATTEST:**

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

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

**RESOLUTION 6159**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA APPROVING THE URBAN RENEWAL REPORT FOR THE FISCAL YEAR 2017 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 2017 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 8<sup>TH</sup> DAY OF NOVEMBER 2017**

**ATTEST:**

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

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

**Annual Urban Renewal Report, Fiscal Year 2016 - 2017**

**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	07998	0

**TIF Debt Outstanding: 4,089,315**

<b>TIF Sp. Rev. Fund Cash Balance as of 07-01-2016:</b>	<b>33,116</b>	<b>0</b>	<b>Amount of 07-01-2016 Cash Balance Restricted for LMI</b>
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TIF Revenue:	507,974
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
<b>Total Revenue:</b>	<b>507,974</b>

Rebate Expenditures:	22,768
Non-Rebate Expenditures:	416,727
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>439,495</b>

<b>TIF Sp. Rev. Fund Cash Balance as of 06-30-2017:</b>	<b>101,595</b>	<b>0</b>	<b>Amount of 06-30-2017 Cash Balance Restricted for LMI</b>
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**Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: 3,548,225**

**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 construction 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	4,757,247
EVANSDALE CITY AG/WATERLOO SCH/EVANSDALE EAST UR TIF INCR	07103	07104	0

**Urban Renewal Area Value by Class - 1/1/2015 for FY 2017**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	257,860	51,961,690	9,040,540	1,474,520	0	-138,900	62,595,710	0	62,595,710
Taxable	118,889	28,904,157	8,136,486	1,327,068	0	-138,900	38,347,700	0	38,347,700
Homestead Credits									314

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2016:** **10,223** **0** **Amount of 07-01-2016 Cash Balance Restricted for LMI**

TIF Revenue:	126,414
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
<b>Total Revenue:</b>	<b>126,414</b>

Rebate Expenditures:	0
Non-Rebate Expenditures:	105,387
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>105,387</b>

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2017:** **31,250** **0** **Amount of 06-30-2017 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:	No

### CDBG PROGRAM

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

## Debts/Obligations For EVANSDALE EAST URBAN RENEWAL

### 2010 GO CORP PURP BONDS

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	205,000
Interest:	14,105
Total:	219,105
Annual Appropriation?:	No
Date Incurred:	09/16/2010
FY of Last Payment:	2020

### URBAN RENEWAL REVIEW

Debt/Obligation Type:	Other Debt
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	05/19/2015
FY of Last Payment:	2015

### 2015 GENERAL OBLIGATION BOND

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	40,000
Interest:	800
Total:	40,800
Annual Appropriation?:	Yes
Date Incurred:	05/05/2015
FY of Last Payment:	2017

### CDBG HOUSING PROGRAM

Debt/Obligation Type:	Outstanding LMI Housing Obligations
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	09/15/2015
FY of Last Payment:	2019

## Non-Rebates For EVANSDALE EAST URBAN RENEWAL

TIF Expenditure Amount:	55,420
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:	40,967
Tied To Debt:	2015 GENERAL OBLIGATION BOND
Tied To Project:	2015 GENERAL OBLIGATION BOND

TIF Expenditure Amount:	9,000
Tied To Debt:	CDBG HOUSING PROGRAM
Tied To Project:	CDBG PROGRAM

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area  
during FY 2017

**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	UR Designation
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 - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	51,961,690	9,040,540	1,474,520	0	-138,900	62,337,850	0	62,337,850
Taxable	0	28,904,157	8,136,486	1,327,068	0	-138,900	38,228,811	0	38,228,811
Homestead Credits									314

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	14,092,700	38,228,811	4,757,247	33,471,564	891,485

FY 2017 TIF Revenue Received: 126,414

**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	UR Designation
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 - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	257,860	0	0	0	0	0	257,860	0	257,860
Taxable	118,889	0	0	0	0	0	118,889	0	118,889
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	365,540	0	0	0	0

FY 2017 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	2,996,561
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	617,864

**Urban Renewal Area Value by Class - 1/1/2015 for FY 2017**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	53,280	1,369,590	13,864,690	1,070,080	0	0	16,596,540	0	16,596,540
Taxable	24,566	761,845	12,478,222	963,072	0	0	14,433,756	0	14,433,756
Homestead Credits									6

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2016: -10,210 0 Amount of 07-01-2016 Cash Balance Restricted for LMI**

TIF Revenue:	94,390
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
<b>Total Revenue:</b>	<b>94,390</b>

Rebate Expenditures:	0
Non-Rebate Expenditures:	78,292
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>78,292</b>

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2017: 5,888 0 Amount of 06-30-2017 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:	Yes

### DUBUQUE ROAD BRIDGE PROJECT

Description:	2015 DUBUQUE ROAD BRIDGE PROJECT
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

### URBAN RENEWAL REVIEW

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

### EVANSDALE INVESMENTS

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

### 2015 GENERAL OBLIGATION BOND

Description:	DUBUQUE ROAD BRIDGE PROJECT
Classification:	Roads, Bridges & Utilities
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:	100,000
Interest:	6,763
Total:	106,763
Annual Appropriation?:	Yes
Date Incurred:	09/16/2010
FY of Last Payment:	2020

### EVANSDALE INVESTMENTS

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	07/01/2015
FY of Last Payment:	2017

### 2015 GENERAL OBLIGATION BOND

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	435,000
Interest:	641,750
Total:	1,076,750
Annual Appropriation?:	Yes
Date Incurred:	05/05/2015
FY of Last Payment:	2028

## Non-Rebates For EVANSDALE NW IND URBAN RENEWAL

TIF Expenditure Amount:	27,754
Tied To Debt:	2010 GO CORP PURP BONDS
Tied To Project:	DUBUQUE ROAD PROJECT

TIF Expenditure Amount:	0
Tied To Debt:	EVANSDALE INVESTMENTS
Tied To Project:	URBAN RENEWAL REVIEW

TIF Expenditure Amount:	50,538
Tied To Debt:	2015 GENERAL OBLIGATION BOND
Tied To Project:	DUBUQUE ROAD BRIDGE PROJECT

## Rebates For EVANSDALE NW IND URBAN RENEWAL

### 3550 LAFAYETTE RD

TIF Expenditure Amount:	0
Rebate Paid To:	EVANSDALE INVESTMENTS
Tied To Debt:	EVANSDALE INVESTMENTS
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 2017

**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  
 FY TIF Revenue First Received: 1981  
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	08/1978
Economic Development	No

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,369,590	11,276,050	1,029,180	0	0	13,913,720	0	13,913,720
Taxable	0	761,845	10,148,446	926,262	0	0	12,042,604	0	12,042,604
Homestead Credits									6

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	2,055,532	11,858,188	2,996,561	8,861,627	236,021

FY 2017 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 AG/WATERLOO SCH/EVANSDALE NW UR TIF INCR  
 TIF Taxing District Inc. Number: 07168  
 TIF Taxing District Base Year: 1978  
 FY TIF Revenue First Received: 1981  
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	08/1978
Economic Development	No

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	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	24,566	0	0	0	0	0	24,566	0	24,566
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	44,860	8,420	0	8,420	171

FY 2017 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 - 1/1/2015 for FY 2017

	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 2017	2,588,640	40,900	617,864	-576,964	-15,367

FY 2017 TIF Revenue Received: 94,390

**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

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

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
EVANSDALE CITY/WATERLOO SCH/ EVANSDALE HOME ACRES UR TIF INCR	07093	07094	10,838,021

**Urban Renewal Area Value by Class - 1/1/2015 for FY 2017**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	112,855,080	3,614,035	0	0	-342,620	118,945,300	0	118,945,300
Taxable	0	62,776,679	3,252,632	0	0	-342,620	68,117,912	0	68,117,912
Homestead Credits									705

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2016:**

33,103

0

**Amount of 07-01-2016 Cash Balance Restricted for LMI**

TIF Revenue:	287,170
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
<b>Total Revenue:</b>	<b>287,170</b>

Rebate Expenditures:	22,768
Non-Rebate Expenditures:	233,048
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>255,816</b>

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2017:**

64,457

0

**Amount of 06-30-2017 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:	Yes

### A.C. INVESTMENTS, LLC

Description:	DEVELOPMENT AGREEMENT
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	Yes

### KRUSEMARK, INC.

Description:	DEVELOPMENT AGREEMENT
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	Yes

### 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:	No
Payments Complete:	No

### NORMA AVE EXTENSION

Description:	CONSTRUCT EXTENSION OF NORMAN FOR NEW DEVELOPMENT
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Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

**FRAN STREET DEVELOPMNT**

Description:	FRAN STREET HOUSING DEVELOPMENT
Classification:	Residential property (classified residential)
Physically Complete:	Yes
Payments Complete:	Yes

# Debts/Obligations For EVANSDALE WATERLOO HOME ACRES URBAN RENEWAL

## 2013 REFUNDING BONDS

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	555,000
Interest:	35,178
Total:	590,178
Annual Appropriation?:	Yes
Date Incurred:	07/02/2013
FY of Last Payment:	2022

## AC INVESTMENTS, LLC

Debt/Obligation Type:	Rebates
Principal:	5,428
Interest:	0
Total:	5,428
Annual Appropriation?:	No
Date Incurred:	07/01/2014
FY of Last Payment:	2017

## KRUSEMARK, INC.

Debt/Obligation Type:	Rebates
Principal:	11,658
Interest:	0
Total:	11,658
Annual Appropriation?:	No
Date Incurred:	07/01/2014
FY of Last Payment:	2017

## 2015 GENERAL OBLIGATION BOND

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,050,000
Interest:	153,025
Total:	1,203,025
Annual Appropriation?:	Yes
Date Incurred:	05/05/2015
FY of Last Payment:	2026

## 2015 GO BOND-NEW RESIDENTIAL

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	330,000
Interest:	69,625
Total:	399,625
Annual Appropriation?:	Yes

Date Incurred:	05/05/2015
FY of Last Payment:	2019

## **FRAN STREET DEVELOPMENT**

Debt/Obligation Type:	Rebates
Principal:	5,682
Interest:	0
Total:	5,682
Annual Appropriation?:	No
Date Incurred:	07/05/2016
FY of Last Payment:	2017

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

TIF Expenditure Amount:	99,135
Tied To Debt:	2013 REFUNDING BONDS
Tied To Project:	CRC BUILDING CONSTRUCTION

TIF Expenditure Amount:	125,225
Tied To Debt:	2015 GENERAL OBLIGATION BOND
Tied To Project:	RIVER FOREST ROAD RECONSTRUCTION

TIF Expenditure Amount:	8,688
Tied To Debt:	2015 GO BOND-NEW RESIDENTIAL
Tied To Project:	NORMA AVE EXTENSION

## Rebates For EVANSDALE WATERLOO HOME ACRES URBAN RENEWAL

### 1 TRAIL AVE

TIF Expenditure Amount:	5,428
Rebate Paid To:	A.C. INVESTMENTS, LLC
Tied To Debt:	AC INVESTMENTS, LLC
Tied To Project:	A.C. INVESTMENTS, LLC
Projected Final FY of Rebate:	2017

### 15 TRAIL AVE

TIF Expenditure Amount:	11,658
Rebate Paid To:	KRUSEMARK, INC.
Tied To Debt:	KRUSEMARK, INC.
Tied To Project:	KRUSEMARK, INC.
Projected Final FY of Rebate:	2017

### FRAN STREET DEVELOPMENT

TIF Expenditure Amount:	5,682
Rebate Paid To:	DEANNE LEISTIKOW
Tied To Debt:	FRAN STREET DEVELOPMENT
Tied To Project:	FRAN STREET DEVELOPMNT
Projected Final FY of Rebate:	2017

**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 - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	112,855,080	3,614,035	0	0	-342,620	118,945,300	0	118,945,300
Taxable	0	62,776,679	3,252,632	0	0	-342,620	68,117,912	0	68,117,912
Homestead Credits									705

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	6,866,258	68,117,912	10,838,021	57,279,891	1,525,598

FY 2017 TIF Revenue Received: 287,170

**Urban Renewal Area Data Collection**

Local Government Name: EVANSDALE (07G049)  
 Urban Renewal Area: Evansdale Housing Urban Renewal Area  
 UR Area Number: 07998  
 UR Area Creation Date: 12/2014

The City will undertake the construction of public infrastructure improvements including the extension of Norma Street to include const of road, and placement of water, sewer, and storm sewer.

UR Area Purpose:

**Tax Districts within this Urban Renewal Area**

**Base No.**    **Increment No.**    **Increment Value Used**

**Urban Renewal Area Value by Class - 1/1/2015 for FY 2017**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2016:**

**0**

**0**

**Amount of 07-01-2016 Cash Balance Restricted for LMI**

TIF Revenue: 0  
 TIF Sp. Revenue Fund Interest: 0  
 Property Tax Replacement Claims: 0  
 Asset Sales & Loan Repayments: 0  
**Total Revenue: 0**

Rebate Expenditures: 0  
 Non-Rebate Expenditures: 0  
 Returned to County Treasurer: 0  
**Total Expenditures: 0**

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2017:**

**0**

**0**

**Amount of 06-30-2017 Cash Balance Restricted for LMI**

## Projects For Evansdale Housing Urban Renewal Area

### NORMA AVE EXTENSION

Description:	EXTEND NORMA AVE ROAD, SEWER, WATER, AND STORM SEWER
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### 2015 GO BOND

Description:	REPAYMENT OF INTEREST TO HOME ACRES DISTRICT
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

## Debts/Obligations For Evansdale Housing Urban Renewal Area

### 2015 GO BOND

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	330,000
Interest:	69,625
Total:	399,625
Annual Appropriation?:	Yes
Date Incurred:	05/05/2015
FY of Last Payment:	2028

### HOME ACRES DISTRICT

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	30,676
Total:	30,676
Annual Appropriation?:	Yes
Date Incurred:	05/05/2015
FY of Last Payment:	2019

# MEMORANDUM OF UNDERSTANDING

This is an Agreement, mutually reached between the  
City of Evansdale, Evansdale, Iowa and  
IBEW, Local Union 288

Be it resolved that the following language be accepted as a modification and addition to the current contract between the parties. In recognizing the City's dire need to hire a Grade III Waste Water Operator, the union agrees to adjust the wage rates for waste water positions to the follow as of November 1, 2017.

## Appendix "A"

<b>Waste Water Department</b>	<b>From</b>	<b>To</b>
Grade I	\$17.82	\$17.82
Grade II	\$18.70	\$22.00
Grade III	\$21.43	\$27.00
Grade III/Foreman	\$22.43	\$28.00

This language being adopted will be included in APPENDIX A of the next collective bargaining agreement between the parties.

This Memorandum is executed November 1, 2017

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Doug Faas  
Mayor  
City of Evansdale

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Ryan O'Leary  
Business Manager  
IBEW, Local Union 288

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Date

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Date

**RESOLUTION 6160**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA APPROVING THE CONTRACT BETWEEN THE CITY OF EVANSDALE AND INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 288.**

**WHEREAS**, the City hereby recognizes the Union as the certified exclusive bargaining representative of personnel employed by the City as set forth in the Certification (Case No. 8115) on October 27, 2009, then amended by (Case 8225) June 1, 2011, Appeal November 30, 2011, then amended by (Case No. 8399) January 23, 2012, issued by the Public Employment Relations Board; and

**WHEREAS**, The City of Evansdale and International Brotherhood of Electrical Workers Local 288 after due negotiations conducted in accordance with Iowa Code Chapter 20, have agreed on the terms of an agreement for the year beginning July 1, 2018 and ending June 30, 2021.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Evansdale, Iowa that the agreement between the City of Evansdale and the International Brotherhood of Electrical Workers Local 288 hereby approved and the Mayor authorized to sign on behalf of the City.

**PASSED AND APPROVED THIS 8<sup>TH</sup> DAY OF NOVEMBER 2017**

**ATTEST:**

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

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

**AGREEMENT  
BETWEEN  
CITY OF EVANSDALE  
AND  
LOCAL UNION NO. 288 CITY UNIT  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

This Collective Bargaining Agreement made and entered into as of the 1<sup>st</sup> day of July 2018, by and between the City of Evansdale, Iowa, hereinafter known as the City, and Local Union No. 288 International Brotherhood of Electrical Workers, City Unit, hereinafter known as the Union.

**ARTICLE 1**  
**RECOGNITION**

**1.1 Recognition.** The City hereby recognizes the Union as the certified exclusive bargaining representative of personnel employed by the City as set forth in the Certification (Case No. 8115) on October 27, 2009, then amended by (Case 8225) June 1, 2011, Appeal November 30, 2011, then amended by (Case 8399) January 23, 2012, issued by the Public Employment Relations Board, which is described as follows:

Included: All full-time and part-time employees in the street department, waste water department as well as the clerical staff, janitor, police administrative assistant/office systems manager.

Excluded: City clerk, chief deputy city clerk, public works director, building inspector/code enforcement officer, administrative assistant (mayor/clerk's office), and all employees excluded by Iowa Code section 20.4.

**1.2 Mutual Declaration.** The City and the Union jointly and mutually declare it to be their purpose and intent to carry out in good faith the provisions of this Labor Agreement. All employees covered by this agreement shall also comply with the City of Evansdale Policy Manual. To the extent that the terms of this agreement and the policy manual conflict, this Agreement shall govern the parties.

**1.3 Gender.** The use of the masculine gender or feminine gender in this agreement shall include both genders.

**ARTICLE 2.**  
**MANAGEMENT RIGHTS**

**2.1 The City's Rights.** The City shall have, in addition to all powers, duties and rights established by constitutional provisions, statutes, ordinance power or special act the exclusive power, duty and the right to:

- A. Direct the work of its public employees.
- B. Hire, promote, demote, transfer, assign and retain public employees in positions within the City.
- C. Suspend or discharge public employees for proper cause.
- D. Maintain the efficiency of government operations.

E. Relieve public employees from duties because of lack of work or other legitimate reasons.

F. Determine and implement methods, means, assignments and personnel by which the City's operations are to be conducted.

G. Take such actions as may be necessary to carry out the mission of the City.

H. Initiate, prepare, certify and administer its budget.

I. Exercise all powers and duties granted to the City by law.

**2.2 Reservation of Rights – Rules and Regulations.** The City reserves the right to promulgate reasonable rules and regulations in order to properly manage the affairs of the City, provided that such rules and regulations are not inconsistent with the provisions of this Labor Agreement.

**2.3 Reservation of Rights – Designation of Supervisor.** The City reserves the right to designate a person or persons as “supervisor” for purpose of this Agreement.

### **ARTICLE 3** **UNION MEMBERSHIP**

**3.1 Union Membership.** The Union may offer any employee covered by this Agreement the opportunity to join the Union thirty-one (31) days after employment.

### **ARTICLE 4** **GRIEVANCE PROCEDURE**

**4.1 Definition – Grievance.** A grievance shall be defined as a question regarding the application or interpretation of the Agreement. The procedure outlined below shall be the exclusive remedy of the parties in processing a grievance.

#### **4.2 Procedure**

**Step 1** - Within fourteen (14) calendar days of the occurrence giving rise to the grievance the employee shall discuss the matter with his supervisor. The supervisor shall provide an oral answer within seven (7) calendar days of the discussion with the employee.

**Step 2** - Should the grievance remain unresolved after completing Step 1, the employee and/or Union shall reduce the grievance to writing on forms provided by the Union. The written grievance identifying the section of the Labor Agreement which the grievant believes was violated and the remedy sought by the grievant shall be submitted to the City Mayor within seven (7) calendar days of receiving the supervisor’s oral answer. The City Mayor and the representative of the employee shall meet within seven (7) calendar days to review the grievance. The City Mayor shall provide a written answer within seven (7) calendar days with copies provided to the employee and the Union.

**Step 3** - Should the grievance remain unresolved after completing Step 2, the employee and/or the Union shall have seven (7) calendar days to notify the City Mayor of the intention to proceed to arbitration. Within fourteen (14) calendar days, the City and the Union shall meet and attempt to agree upon an arbitrator. If the parties fail to do so, either one may request a list of arbitrators from the Mediation and Conciliation Service

or Iowa Public Employment Relations Board. Parties shall meet within seven (7) calendar days after receiving the list of arbitrators. The parties shall then determine by lot which shall have the right to remove the first name from the list of arbitrators and shall continue to alternately strike a name until the remaining name is designated as the arbitrator.

The arbitrator shall confer with the representatives of the City and the Union, hold hearings promptly and shall issue a binding decision as soon as possible after the close of the hearing. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions. The arbitrator shall consider and decide only one grievance at a time. The arbitrator shall be without power or authority to recommend any decision which requires the commission of an act prohibited by law or which violates, modifies, or alters the terms or provisions of this Agreement.

The cost for the services of the arbitrator, a court reporter, and hearing rooms shall be borne equally by the City and the Union. Any other expenses shall be paid by the party incurring them.

**4.3 Grievance - Meetings.** Grievance meetings shall be held during normal City Hall business hours except as mutually agreed to by the parties. A steward and the aggrieved employee(s) shall be paid for regular time lost in attending the grievance meetings with the City representatives. A steward shall be permitted to investigate grievances during his working hours after receiving approval of his supervisor.

**4.4 Grievance – Wages.** No employee shall lose wages while a matter is pending before an arbitrator, provided that the employee works during this period of time.

**4.5 Extension of Time Limits.** The time limits expressed in the grievance procedure may be extended upon the mutual written agreement of the parties.

**4.6 Grievance Appeal.** Grievances not answered in the specified or extended time limits shall be considered appealed to the next step. Grievances not appealed to the next step in a timely manner shall be considered dropped.

## **ARTICLE 5** **SENIORITY**

**5.1 Definition.** Seniority is the employee's length of continuous service with the City since the last hire date they started to work for the Employer, except as otherwise provided herein. "Last hire date they started to work for the Employer" shall mean the date upon which an employee first reported for work at the direction of the Employer, since they have not quit, retired, or been discharged. It is understood that for the purpose of calculating all benefits which are determined by seniority, seniority will be computed as the total number of days, months, and years worked as a full-time employee.

**5.2 Probationary Period.** A probationary period shall be served by all new employees during which time their performance shall be evaluated and they may be released from employment without appeal through the grievance procedure. The probationary period shall be nine (9) months. When the employee satisfactorily completes the probationary period and is given a regular appointment, he shall acquire seniority retroactive to the date of his initial hire. If two (2) or more employees are hired on the same day, seniority shall be determined by alphabetical order of the last names of the employees.

**5.3 Loss of Seniority.** An employee shall lose his seniority and shall no longer be considered an employee for one or more of the following reasons:

- A. The employee resigns or retires.

- B. The employee is discharged for cause.
- C. The employee is laid off and not re-employed by the City within twelve (12) months of the day of layoff.
- D. If he does not return to work when recalled from layoff as set forth in the recall procedure.
- E. The employee fails to return to work as per agreement following a leave of absence.
- F. The employee is absent for three (3) consecutive working days without notifying the employer. Exceptions to this may be made if a legitimate reason is provided. For purposes of this section legitimate reason shall be defined as that which is beyond the control of the employee.

## **ARTICLE 6** **HOURS OF WORK**

**6.1** The standard or regular work week and work schedules for employees covered by this Agreement are presented below:

All employees referred to in subparagraphs a, and b below shall be considered as non-shift employees for purposes of this Agreement.

Regular Employees. For all full-time employees the standard work week shall be five (5) consecutive eight (8) hour days, Monday through Friday, inclusive, which workday shall be between the hours of 7:00 a.m. and end at 5:00 p.m. The starting and ending times will be assigned by the department heads.

**6.2 Breaks.** The scheduling of rest breaks shall be the responsibility and at the discretion of the Supervisor. This time will be fifteen (15) minute break in each four (4) hours segment of work and there will be an unpaid lunch break of either thirty (30) minutes or one (1) hour.

**6.3 Temporary Change.** Such a change shall be limited by applicable governmental regulations and safety considerations. Employees assigned to work a shift outside their standard hours shall receive a shift differential of \$ .40 added to their regular hourly rate of pay.

**6.4 Volunteer Service by Employees.** Employees who serve on the city volunteer fire department shall not receive any reduction in pay for regular work hours missed while called to serve in any emergency in which the volunteer department calls the employee to serve. An employee shall not answer for service in the volunteer organization if such service would cause a serious disruption of city operations.

**6.5 Time Off Request.** The Supervisor shall make a reasonable attempt to act upon and notify an employee submitting a request for time off of their decision, within the next regular administrative work day, regardless of whether the request necessitates a schedule change.

**ARTICLE 7**  
**OVERTIME PAY**

**7.1 Overtime.** Overtime, whether compensated for by cash payment or time off, be held to a minimum consistent with efficient operation and provision of essential services to the public. No employee may work or receive compensation for overtime without prior approval of the employee's supervisor.

- A.** Employees will be paid one and one-half (1 ½) times their regular hourly rate for time worked in excess of eight (8) hours per day or forty (40) hours per week but in no instance shall both daily and weekly overtime be applied on the same hours.
- B.** Employees will be paid one and one half (1 1/2) times their regular hourly rate for time worked on Holidays or as applicable in C below. (Holidays that fall on Saturday shall be observed on Friday, and holidays that fall on Sunday shall be observed on Monday).
- C.** Employees will be paid two (2) times their regular rate of pay for continuous time worked, including time for meals, after sixteen (16) consecutive hours of work.

**7.2 Compensatory Time.** An employee may request compensatory time in lieu of overtime pay at the rate of one and one half (1 ½) hours compensatory time earned for all work performed in excess of eight (8) hours per day or forty (40) hours per week.

**7.3 Unused Compensatory Time.** No employee shall maintain a balance of unused compensatory time in excess of forty (40) hours.

**7.4** Time off granted for sick leave, funeral leave, holidays or vacation leave shall be construed as time worked.

**7.5 Call-In – Minimum.** In the event of call-in, a minimum of two (2) hours pay will be computed at one and one half (1 ½) times their regular rate of pay.

**ARTICLE 8**  
**STANDBY**

When it is necessary for an employee to be “on standby” on days he is not scheduled to work, the following shall apply:

**8.1 Standby.** An employee who is required to be on “standby” on a day which he is not regularly scheduled to work, shall be paid two (2) hours of standby pay at his regular straight time hourly rate for each day in which the employee is required to standby.

**8.2 Standby Holdover.** On any day the employee has worked his regular shift, but is required to remain on standby, the employee shall be paid one (1) hour of standby pay.

**8.3 Holiday Standby.** Employees who are required to standby on holidays as defined and recognized in this Agreement shall be paid two (2) hours of standby pay at the regular straight time rate, in addition to their holiday pay.

**8.4 Report Time.** Standby employees shall report to work within thirty (30) minutes of being called in unless the employee notifies the supervisor of the delay due to unforeseen circumstance beyond the employee's control.

**ARTICLE 9**  
**JOB CLASSIFICATIONS AND DESCRIPTIONS**

**9.1 Job Classification.** Job classifications included within the bargaining unit are specified in Appendix A. If a new job is established and the City and the Union cannot agree on whether the position is under the jurisdiction of the Union contract, the issue shall be resolved by the Public Employment Relations Board. If a new job is established within the bargaining unit, the City shall give notice and opportunity to bargain to Union on the rate of pay for the position.

**9.2 City's Responsibility.** It is understood and agreed that the City has the sole responsibility for the preparation and maintenance of necessary job descriptions for those job classifications covered by this Agreement.

**9.3 Job Description – Copies to Union.** Copies of job descriptions for all present classifications covered by this Agreement, or any amendments or alterations made to current job descriptions, or for any future job classifications established, shall be forwarded to the Union no later than fifteen (15) days prior to the description's effective date.

**9.4 Incidental Duties.** It is fully understood by the parties that every incidental duty connected with the operation of the City is not always specified in a job description and employees may be required to perform reasonably similar duties not enumerated in their present job description, provided that such similar duties do not threaten the safety of the employee or other employees.

**9.5 Right to Assign Work.** The City shall have the right to assign qualified employees incidental or unrelated work.

**9.6 No Right to Refuse Assignment.** Nothing in a job description shall be construed so as to concede to any employee or group of employees the right to refuse a lawful instruction given by the City with respect to a work assignment.

**ARTICLE 10**  
**WAGES**

**10.1** The City hereby agrees that all employees shall be assigned to a specific job classification as set forth in Appendix A. The employee's compensation shall be calculated by multiplying the number of hours credited during the employees work week times the applicable rate of pay for his job classification. Employees shall be paid bi-weekly on Friday except when Friday is a holiday, then every endeavor will be made to pay the working day prior to the holiday.

**ARTICLE 11**  
**SICK LEAVE**

**11.1 Sick Leave Utilization and Notification.** Sick Leave shall be used for personal injury, or medical or dental appointments with professional health care practitioners. An employee may use up to five (5) days of accrued sick leave per calendar year because of illness or necessary medical or dental care for an immediate family members residing in the same household if the employee has already exhausted all accrued comp time and casual days. Sick leave shall be used in full hour increments. Sick leave is in no way to be construed as additional vacation time. Sick leave shall not be granted unless the employees' department head has been notified by not later than the starting time of the particular day. Failure to provide such notification will result in the employee being considered absent without leave. Leave without pay will not be granted for illness or injury if the employee has any sick leave credit.

**11.2 Sick Leave Accrual.** Sick leave shall be earned and accrued, by regular full-time employees, at the rate of eight (8) hours per anniversary month to a maximum of nine hundred sixty (960) hours. Any employee not using sick leave for six (6) consecutive months shall become entitled to one (1) additional casual day to be taken within the following six (6) months. Once this additional casual day is accrued, a new six (6) month period begins. Casual days accrued as a result of this provision must be used within six (6) months and may not be accumulated. Sick Leave shall not accrue while an employee is utilizing one of the following leaves for more than thirty (30) consecutive calendar days: an unpaid leave of absence; or an unpaid disciplinary suspension.

**11.3 Pay For Sick Leave.** In the event of sickness or injury, the employee will receive straight time pay for each work day that he or she is sick to the extent of his or her earned sick leave credit, but no more sick benefit per week than the employee's normal work week.

**11.4 Return To Work From Sick Leave Use.** In order for an employee who has been on sick leave for three (3) consecutive days to return to work, a doctor's certificate may, upon the supervisor's request, be required.

**11.5 Sick Leave and Other Paid Leave.** Provided accrued sick leave benefits have been exhausted, earned vacation time, casual days, and earned compensation time may be used for a sick leave absence. An employee who chooses to do so, and after exhausting all accrued paid leave benefits, shall be deemed a laid-off employee. An employee who does not choose to use other accumulated paid leave benefits after sick leave benefits have been exhausted will be deemed a laid-off employee at the expiration of the sick leave benefits. In this case, the employee's unused earned leave benefits will be banked until his/her return or paid to the employee at his/her request.

**11.6 Payout of Sick Leave Upon Termination of Employment.** When an employee retires in good standing from City employment, the employee shall receive one (1) hour of pay for every four (4) hours of accrued sick leave at the current hourly rate of pay. No exchange shall occur for any other type of termination of employment. This provision covers sick leave accrued by all employees following July 7, 1992. Termination benefits accrued prior to July 7, 1992, will be paid at a rate of one (1) hour of pay for every four (4) hours of accrued sick leave at the current rate of pay for employees who resign in good standing. Retiring employees will be paid one (1) hour of pay for each two (2) hours of sick leave accrued prior to July 7, 1992. Hours of sick leave used after July 7, 1992, beyond those accrued prior to that date may be replaced through regular accrual back to that level without loss of benefit.

**11.7 Maternity Leave.** An employee who is unable to work because of a pregnancy related disability shall be treated as any other disabled employee and all benefits and regulations applicable to sick leave shall apply, except that an employee requesting maternity leave must have a doctor's certificate establishing the date maternity leave should begin.

**ARTICLE 12**  
**FUNERAL LEAVE**

**12.1 Immediate Family.** An employee may be allowed a maximum of three (3) working days off with pay in the event of death of each of the following members of the immediate family: spouse, son, daughter, mother, father, brother, sister, stepfather, stepmother, father-in-law, mother-in-law, stepson, stepdaughter, or ward living with the employee's household; and the immediate family of the employee's spouse: mother, father, brother, sister.

**12.2 Extended Family.** An employee may be allowed a maximum of one (1) working day off with pay in the event of death of each of the following members of the extended family: grandparents, grandchild.

**12.3 Notification.** When it is necessary to utilize this leave, the employee shall provide prior notice to the supervisor. Failure to provide such notice shall relieve the City of any responsibility to compensate the employee during his absence.

**12.4 Unpaid Leave.** An employee may request other leave or leave without pay if any additional time is necessary to attend a funeral or serious illness.

**ARTICLE 13**  
**HOLIDAYS**

**13.1 Holidays Observed.** The following days of the year shall be considered and deemed to be holidays:

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Day before Christmas  
Christmas Day  
Day after Christmas

**13.2 On Weekend.** Regular holidays falling on Saturday are observed on the preceding regularly scheduled working day; regular holidays falling on Sunday are observed on the following regularly scheduled working day.

**13.3 Pay Calculation.** All regular employees on the payroll during the time the above named holidays fall on working days shall be paid on the basis of a regular work day at their regular rate of pay.

**13.4 Holiday Call In.** Any supervisor may require some or all employees to report for work on a holiday. Employees who are required to work on a holiday shall be paid according to Article 9 in addition to eight (8) hours of holiday pay for full-time employees and hours equal to a regular work day of holiday pay for part-time employees.

**13.5 Eligibility.** To be eligible for holiday pay, an employee shall have worked the last scheduled work day prior to and the next scheduled work day immediately following such holiday unless such employee shall have been excused by the Supervisor, or is absent due to proven sickness or injury.

**13.6 Unpaid Leave.** An employee who is on an unpaid leave of absence of more than thirty (30) consecutive calendar days, or who is receiving worker compensation payments, shall not be eligible for holiday pay.

**13.7 Casual Days.** After the probation period all regular employees accrue one (1) casual day every three (3) months. Casual time may be used in two (2) hour increments. Casual time must be taken within the next three (3) month accrual period or are lost. The supervisor must receive two (2) days notice in writing of the employee's request for casual time. If the Employer does not grant a written casual day request ninety (90) days after it is earned, the employee shall be compensated for any unused casual time. An employee on unpaid leave during the three (3) month period will forfeit the ability to accrue a casual day during that three (3) month period. An employee discharged for just cause shall lose all unused casual days.

**13.8 Sick Leave.** Any employee not using sick leave for six (6) consecutive months shall become entitled to one (1) additional casual day to be taken within the following six (6) months. Once this additional casual day is accrued, a new six (6) month period begins. Casual days accrued as a result of this provision must be used within six (6) months and may not be accumulated.

## **ARTICLE 14** **VACATION**

**14.1 Vacation Accrual During the First Year of Employment.** Regular full-time employees shall be entitled to five (5) days vacation after twelve (12) months of employment. If the employee's service is terminated for any reason prior to twelve (12) months of employment, no vacation time will be deemed to have accrued and therefore no payment in lieu of vacation will be made

**14.2 Vacation Accrual After the First Year of Employment.** Regular full-time employees shall accrue the equivalent of:

Ten-twelfths (10/12) day of vacation for each month of employment during the second, third and fourth years of service; (80 Hours)

Fifteen-twelfths (15/12) day of vacation for each month of employment during the fifth (5<sup>th</sup>), sixth (6<sup>th</sup>), seventh (7<sup>th</sup>) and eighth (8<sup>th</sup>) years of service; (120 Hours)

Twenty-twelfths (20/12) day of vacation for each month of employment during the ninth (9<sup>th</sup>) year of employment and thereafter. (160 Hours)

Vacation pay for regular full-time employees will be paid at the employee's regular rate of pay.

**14.3 Vacation Accrual While on Other Leaves.** Vacation shall not accrue while an employee is utilizing one of the following leaves for more than thirty (30) consecutive calendar days: an unpaid leave of absence; a work-related leave for which the employee is being compensated by the City's worker's compensation insurance company; an unpaid disciplinary suspension.

**14.4 Vacation Request.** Employees must request vacation leave, in writing, from their supervisor at least two (2) weeks in advance of the vacation period. The supervisor must notify the Clerk's office of approved vacations at least one (1) week in advance of the vacation period.

**14.5 Holidays During Vacation Periods.** When a holiday falls within a vacation period, it shall not be computed as a vacation day.

**14.6 Vacation Incremental Use.** Accrued vacation shall be available for use after the first year of employment. Vacations may be taken in minimum increments of one-half (½) days.

**14.7 Vacation Carryover.** An employee may not accrue vacation days in excess of his or her total current annual rate plus five (5) days. Once the maximum amount of accrued vacation is reached, no vacation time will be accrued until the total is less than the maximum.

**14.8 Payout of Vacation Upon Termination of Employment.** In the event an employee is discharged for cause, the City will pay the employee for earned vacation leave at the employee's current rate of pay. If an employee terminates in good standing, the City will pay the employee for accrued and earned vacation leave at the employee's current rate of pay, except during the first year of employment.

## **ARTICLE 15** **MILITARY LEAVE**

**15.1 Military Leave.** The employer will grant leaves of absence for military service to regular full-time and regular part-time employees in accordance with applicable state and federal law. A full-time or part-time regular employee, who is a member of the uniformed services, when ordered by proper authority to serve in the uniformed services, shall be granted leave for the period of service. This leave shall be without loss of pay for the first thirty (30) calendar days of the leave. The employee is entitled to one (1) period of paid leave for military service per fiscal year. Any amount of military leave taken during any part of an employee's scheduled workday, regardless of the number of hours taken, shall count as one (1) day toward the thirty (30) calendar days without loss of pay. Absences required for military service that exceed thirty (30) calendar days shall be granted in accordance with the employer's policies on vacation, and with applicable state and federal law. An employee's eligibility for re-employment with the employer after he or she has completed military service will be determined in accordance with applicable state and federal law. Conditions for re-employment are briefly explained as follows:

- A. The employee or an appropriate officer of the uniformed service in which the employee serves, must give advance written or verbal notice of the employee's service to his or her immediate supervisor, unless military necessity prevents the employee from giving notice or if it is otherwise impossible or unreasonable;
- B. The cumulative length of the absence and all previous absences from employment with the employer for reason of military service must not exceed five (5) years;
- C. The employee's discharge from military service must be honorable; and
- D. When the employee returns from military service, he or she must report to work or submit a timely application for re-employment according to the following schedule:

For service of less than thirty (30) calendar days, the employee must report to work by the beginning of the first regularly scheduled workday that would fall eight (8) hours after the employee returns home.

For service of 31 to 180 calendar days, the employee must apply for re-employment within fourteen (14) days after completing service.

For service of 181 calendar days or more, the employee must apply for re-employment no later than ninety (90) days after completing service.

Employees on leave for military service and any of their dependents entitled to coverage under the employee's health, dental and life insurance plans are entitled to coverage as follows:

- A. An employee that leaves employment for less than thirty-one (31) calendar days is entitled to continued health, dental and life insurance coverage, and will not be required to pay more than what an active employee would pay for coverage.
- B. An employee that leaves employment for thirty-one (31) or more calendar days is allowed to elect to receive continued coverage under the employer's health and dental insurance plan for up to 18 months following separation from employment or until the employee's re-employment rights expire, whichever event occurs first. The employer may require the employee to pay up to 102% of the premium. Life insurance will not be available to an employee on active military duty for more than thirty (30) calendar days.

## **ARTICLE 16** **LITIGATION LEAVE**

**16.1 Jury Duty.** An employee shall be excused from his regular duties while serving as a juror. The employee shall be paid at his regular rate for time spent on jury duty during his normal work schedule, less any compensation or fees earned, excluding mileage, meals or parking allowance. If relieved of jury duty before 12:00 noon, the employee will be required to report to work.

### **16.2 Subpoenaed Witness.**

**A. Related litigation.** Any employee-witness involved in litigation regarding this Agreement, the Union or its parent organization, or any subject related to Chapter 20 of the Code of Iowa (2009), shall not be entitled to compensation from the City during the period of such absence.

**B. Parties.** Upon notice, at least ten (10) days in advance, an employee shall be granted sufficient leave to prosecute or defendant against litigation. In no event shall the employee be entitled to compensation during such absence, however, the City may if no notice is received, declare any and all benefits which would accrue to the employee during the period of his absence to be forfeited.

**C. Notice and Verification.** Any employee who intends to utilize litigation leave as herein provided, shall promptly notify his immediate supervisor of his intention so that arrangements can be made for his absence.

## **ARTICLE 17** **NON-MEDICAL LEAVE OF ABSENCE WITHOUT PAY**

**17.1 Request For Leave.** A request for leave of absence must be submitted to the department head, setting out circumstances in full as to why such a leave is desired. The request will be considered on the basis of workload existing or anticipated in the employee's division, the circumstances of the request, and the employee's employment record. Such requests must be approved by the City Council.

All leaves of absence will be without pay unless otherwise specifically provided.

The maximum unpaid leave of absence shall be for a one (1) year period. An unpaid leave of absence for a period of up to five (5) working days may be granted by the Mayor. Permission for extension must be secured from the City Council in writing. Failure to comply will result in discharge. During the period of absence, the employee shall not engage in gainful employment without prior permission from the City Council in writing.

**ARTICLE 18**  
**BENEFIT ACCRUAL DURING A NON-MEDICAL**  
**LEAVE OF ABSENCE WITHOUT PAY.**

**18.1 Benefit Accrual.** Any non-medical leave of absence, without pay, which does not exceed a period of more than thirty (30) calendar days shall be computed as working time for the purpose of accruing vacation, sick leave, or other employee benefits. Any non medical leave of absence without pay which extends beyond a period of more than thirty calendar days shall not be computed as working time for the purpose of accruing vacation, sick leave or other employee benefits.

**ARTICLE 19**  
**JOB-INCURRED INJURY**

**19.1 General.** The City will attempt to provide the safest possible working conditions for its employees as mandated by Occupational Safety and Health Act (OSHA) requirements.

**19.2 Reporting of Work-Related Injuries and/or Accidents.**

A. All work-related injuries and/or accidents must be reported within four (4) hours after the incident to the employee's immediate supervisor, the Mayor or the City Clerk. In addition, written documentation of the incident shall be completed immediately after the incident to ensure coverage under the Workers' Compensation Law, if appropriate. The report shall be forwarded to the City Clerk by the next working day.

B. Drug Screening. An employee who suffers a work-related injury shall submit to a urinalysis drug screening within twenty-four (24) hours of the reported accident.

**19.3 Workers' Compensation Payment.** Any employee who is injured and disabled while on duty shall be paid the compensation he or she is entitled to according to the Workers' Compensation Law. Payment from the workers' compensation insurance carrier shall be the only compensation the employee receives, unless the employee chooses to supplement the workers' compensation payments by utilizing either sick leave or vacation hours.

**19.4 Work-Related Injury – Light Duty Policy.** "Light duty" is defined as the temporary assignment of an employee to a position or duties other than his or her normal duties to facilitate the rehabilitation of a work-related injury or illness. The City will attempt to create a light duty assignment for employees returning to work from a work related injury or illness if the physician designated by the City or the City's insurance carrier releases the employee to return to work with physical restrictions which would inhibit the employee from returning to his or her normal position and if the city has available light duty work.

As defined earlier, light duty work assignments are designed as a temporary tool to assist the employee. Consequently, light duty status is not intended to be permanent nor does it relieve the employee from complying with all City and departmental policies and rules.

**ARTICLE 20**  
**PHYSICAL EXAMINATIONS**

**20.1 City's Rights.** The City shall have the right to require any employee who is thought to be ill, injured or unable to perform his designated responsibilities, to submit to a physical and/or medical examination by a licensed medical practitioner. In the event the City shall deem such an examination of an employee to be necessary and/or advisable, the City shall notify the affected employee in writing of its decision. The City shall make the necessary arrangements for the physical and/or medical examination with a medical practitioner of the City's choice. The City shall pay the costs of the physical and/or medical examination. A copy of the report shall be made available to the City and the employee.

**20.2 Employee's Rights.** Should the employee contest the report, he shall notify the City of his objections within ten (10) days after he has received a copy of the report. The employee shall, within twenty (20) days after receiving the report, submit to the City a report of a licensed medical practitioner containing findings and opinions reached after a physical and/or medical examination of the employee. It shall be the responsibility of the employee to make the necessary arrangements for such examination and pay the cost thereof. Should the report of the examining licensed medical practitioner of the employee's choice confirm and document the employee's dispute, it shall become binding upon both parties. The City may within ten (10) days of receipt of the report request clarification of the report, by directing questions and additional information, including a copy of the previous examination, to the employee's selected examining practitioner. The cost of securing any supplemental or clarifying opinion shall be borne by the City. Unless there is an alteration as a result of the request for clarification, the original opinion and findings of the employee's selected examining physician shall be final. Should the City's examiner and the employee's examiner not be in agreement, then the City may request a second evaluation from an independent evaluator whose opinion shall be final.

**20.3 Pre-Employment Physical.** The City may require a pre-employment physical at its discretion for the purposes of determining the fitness to perform the work for which an employee may be hired. Such physical may include testing for substance abuse as allowed in the Code of Iowa (2009). This pre-employment physical shall be by a doctor designated and paid for by the City.

**ARTICLE 21**  
**SAFETY AND TRAINING**

**21.1 City's Responsibility.** The City agrees to maintain reasonably safe work locations. Authorized protective equipment and other devices which are reasonably necessary or legally required to protect the employee from injury shall be designated and provided by the City.

**21.2 Employee's Responsibility.** The employees agree to be responsible for the exercise of reasonable care and judgment for the safety of themselves and their fellow employees. Such responsibility shall include, but not be limited to, the following:

- A. Care in the use of equipment or vehicles owned by the City.
- B. Protection of City owned property from destruction or unnecessary deterioration.
- C. Utilization of required and/or provided safety equipment.
- D. Compliance with established safety rules.
- E. Reporting defective equipment or unsafe working conditions to supervisory personnel.

F. Specifically, 1) employees must not ride on the outside of machines and vehicles such as front-end loaders, back-hoes, and dump trucks, and 2) seat belts must be worn in vehicles equipped with them. This applies to passengers and operators alike. 3) All other such requirements as laid out in the individual operator's manuals for each piece of equipment are to be observed.

**21.3 Training.** When the City requires an employee to attend a training program outside the City, the employee shall be paid his regular hourly rate for time spent in attendance not to exceed eight (8) hours a day at the training program, plus reasonable expenses incurred.

Flight time shall be calculated as part of time in attendance and may not exceed eight (8) hours a day, to include any hours an employee may work the day he leaves or returns. Overtime may be approved in advance for drive time.

**21.4 Optional Training.** When an employee desires to pursue optional training programs, the City may, at its discretion and upon prior approval, authorize reimbursement for expenses incurred by the employee. The employee shall be responsible for verification of costs incurred and the satisfactory completion of the course.

## **ARTICLE 22** **BULLETIN BOARDS**

**22.1 Bulletin Boards.** The City agrees to provide one (1) bulletin board in City Hall. Both parties may post official notices and a copy shall be forwarded to the other party. Such notices shall be dated and unless otherwise provided, removed one (1) month after posting by the posting party.

**22.2 Personal Notices.** Employees may post personal notices on the community bulletin board in City Hall.

## **ARTICLE 23** **HOLDING AND CAMPAIGNING FOR PUBLIC OFFICES.**

**23.1 Prohibitions.** Employees of the City are prohibited from the following activities:

**A. Campaigning for Public Office During Working Hours.** An employee who is a candidate for public office shall not, in any manner or way, campaign for the office during his working hours as an employee of the City.

**B. Conflict of Interests.** No employee shall hold a public office under the jurisdiction of the City which in any way would constitute a conflict of interest between the office and the employee's full-time active employment with the City under this Agreement.

**ARTICLE 24**  
**NOTICE**

When either of the parties is required to give notice pursuant to the provisions of this Agreement, they may do so by telegram or letter at the following designated addresses or at such other addresses as may be designated by either party in writing.

If by the City, to:           Local 288, International Brotherhood of  
  Electrical Workers  
  1695 Burton Avenue  
  Waterloo, Iowa 50703

If by the Union, to :        Mayor  
  City of Evansdale  
  123 North Evans Road  
  Evansdale, Iowa 50707

**ARTICLE 25**  
**AMENDMENT**

This Agreement is not subject to any addition, alteration, modification or amendment unless the amendment is in writing and signed by both parties. In the event that either party shall desire such addition, alteration, modification or amendment, they shall give notice of such desire to the other party on or before September 1<sup>st</sup>, which notice shall designate the provisions which that party desires to add, alter modify or amend. Once such notice is received, negotiations thereon shall commence as per the provisions of the PERA with an initial meeting to be held on or before October 1st.

**ARTICLE 26**  
**TERMS**

**26.1 Waiver of Breach.** If either of the parties waive a breach of this Agreement by the other party, such waiver shall not be construed as a waiver of any other breach or any subsequent breach of this Agreement.

**26.2 Severability.** It is hereby agreed that should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then the article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

**26.3 Agreement Binding.** This Agreement shall be binding on both parties and supersedes all other agreements and understandings by and between the parties.

**26.4 Effective Date.** Upon approval of the City and Union membership of the bargaining unit, this Agreement shall be effective as of the first day of July 2018, except as otherwise provided, and shall continue in full force and effect through and including the 30th day of June 2021 Further, this Agreement shall automatically continue in full force and effect for subsequent annual periods from July 1st to June 30 except as may be amended, modified or altered as provided in Section 25 Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives this 1st day of July 2018.

For the City of Evansdale, Iowa:

For the International Brotherhood  
of Electrical Workers, Local #288

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

\_\_\_\_\_  
Ryan O’Leary, Business Manager

\_\_\_\_\_

\_\_\_\_\_  
Local President

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## Appendix “A” PAY RATE

As of July 1, 2018, the following wage scale and education incentive package shall apply to Bargaining Unit employees. The City has the following job classifications:

### 1. Basic Wage Rate

<b>PUBLIC WORKS</b>	<b>July 1, 2018 Base Hourly Wage Rate</b>	<b>July 1, 2019 Base Hourly Wage Rate</b>	<b>July 1, 2020 Base Hourly Wage Rate</b>
<b>Road Use/Street Department</b>			
Temporary/Part-Time – New Hire without CDL	\$15.06	\$15.66	\$16.31
Temporary/Part-Time – New Hire with CDL	\$15.06	\$15.66	\$16.31
Temporary/Part-Time – Call Back without CDL	\$15.06	\$15.66	\$16.31
Temporary/Part-Time – Call Back with CDL	\$15.06	\$15.66	\$16.31
Labor Grade I	\$15.75	\$16.35	\$17.00
Labor Grade II	\$17.25	\$17.85	\$18.50
Labor Grade III	\$18.93	\$19.53	\$20.18
Labor Grade IIII	\$19.93	\$20.53	\$21.18
Labor Grade III/ Supervisor	\$21.19	\$21.79	\$22.44
<b>Waste Water Department</b>			
Grade I Operator	\$18.37	\$18.97	\$19.62
Grade II Operator	\$22.55	\$23.15	\$23.80
Grade III Operator	\$27.55	\$28.15	\$28.80
Grade III Operator/ Foreman	\$28.55	\$29.15	\$29.80
<b>Policy/Administration</b>			
Janitor	\$15.06	\$15.66	\$16.33
Office Assistant I	\$17.12	\$17.72	\$18.37
Office Assistant II	\$17.25	\$17.85	\$18.50
<b>Police Department</b>			
Administrative Assistant	\$19.74	\$20.34	\$20.99

### 2. Education Incentives

Employees in the Street Department who achieve the following certifications will receive per hour increases above job classification wage scale as set forth below:

#### **Waste Water**

Grade I	.50 over base hourly wage
Grade II	.75 over base hourly wage
Grade III	1.00 over base hourly wage

#### **Foreman Designation \$1.00**

Any employee designated job foreman will receive a one dollar (\$1.00) per hour increase in hourly wage.

**Footnote** The following positions, set forth above in this Exhibit “A”, already have the Foreman Designation pay incorporated into the listed base hourly wage rate: Labor Grade III/Supervisor; Grade III Operator/Foreman;. However, this does not exclude an employee in any other position from being designated foreman and receiving applicable Foreman Designation pay.

**RESOLUTION 6161**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, AUTHORIZING CHANGE ORDER #1 TO ALL SEASONS UNDERGROUND, LLC FOR THE ELK RUN CREEK FLOOD CONTROL PROJECT**

**WHEREAS**, the City of Evansdale has entered into a contract with All Seasons Underground, LLC for the construction of the flood controls for the Elk Run Creek Flood Control Project; and

**WHEREAS**, All Seasons Underground, LLC has requested Change Order #1 for an amount not to exceed \$9,500; and

**WHEREAS**, the Change Order has been recommended by Clapsaddle-Garber Associates;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Evansdale, Iowa, that the Mayor, on behalf of the City is hereby directed to execute Change Order #1 to All Seasons Underground, LLC in an amount not to exceed \$9,500. This Change Order is hereby attached and thereby incorporated herein.

**PASSED AND ADOPTED THIS 8<sup>TH</sup> DAY OF NOVEMBER 2017**

**ATTEST:**

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

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



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

November 7, 2017

Mayor Faas and City Council  
Evansdale City Hall  
123 N. Evans Road  
Evansdale, IA 50707

Subject: Change Order #1 – Elk Run Creek Flood Protection Project

During installation of the inline check valve for the nominal 42” storm sewer outlet to Elk Run Creek, it was determined that the interior of the pipe was misshapen (egg shaped) for part of its length. Also, due to the age (storm sewer was constructed in 1983) and subsequent weathering of the interior surface, part of the pipe wall is deteriorated. This condition has prevented the full insertion of the valve into the pipe.

This Change Order No. 1 is to replace an 8 foot long section of 42” pipe with a new pipe. Current stock pipe measures a more exact 42 inches. As the check valve is constructed of a rubber material, it should be possible to insert the slightly oversized valve directly into the new pipe. If not, there is a provision in the change order to diamond grind the interior of the new pipe to a larger diameter as necessary.

Change Order No. 1 Costs are as follows:

1. Remove an 8 foot section of existing pipe, replace it with an 8 foot section of new 42 inch RCP, construct a concrete collar and stainless steel connectors to secure it to the remaining existing pipe, and insert the check valve.
2. If required, diamond grind the interior surface of the pipe to the necessary diameter for the length of the check valve to be inserted.

\$8,000.00

Estimate 6 to 8 hours for two men at \$95.00/hr,  
Not to exceed

\$1,500.00

Total not to exceed

\$9,500.00

Recommend city approval of this change order.

Sincerely,

Jerry L. Shoff, P.E., L.S.

**RESOLUTION 6162**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA FIXING COMPENSATION FOR WASTE WATER GRADE III OPERATOR POSITION 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 November 1, 2017.

**WASTE WATER GRADE III OPERATOR:**

Waste Water Grade III Operator    Christopher Even    Hourly    \$28.00/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 8<sup>TH</sup> DAY OF NOVEMBER 2017**

**ATTEST:**

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

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

## ORDINANCE 658

### AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EVANSDALE, IOWA, BLACK HAWK COUNTY, BY AMENDING PROVISIONS PERTAINING TO PLANNING AND ZONING

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

**SECTION 1. SECTION MODIFIED.** Part III 2A-3 DEFINITIONS of the Code of Ordinances of the City of Evansdale, Iowa, Black Hawk County, is repealed and the following adopted in lieu thereof:

**PART III SECTION 2A-3. DEFINITIONS. Building Height:** Building height means the perpendicular distance measured in a straight line from the curb level to the highest point of the roof beams in the case of flat roofs, and to the ~~average of the height~~ *mid-point of the gable* of the roof in the case of pitched roofs, the measurement in all cases to be taken through the center of the front of the house. Where a dwelling is on a corner lot and there is more than one grade or level, the measurements shall be taken from the main entrance elevation. In all districts where permitted, exterior roof signs shall not be included in building height measurement.

**PART III 2A-3. DEFINITIONS. Convenience Store:** A small retail store providing selected groceries and variety goods, *provided that more than sixty (60) percent of its gross income is derived from, and more than seventy five (75) percent of its retail floor space is devoted to, the sale of merchandise, services for on-site enjoyment, food, and beverages other than alcoholic beverages, in either case not including the sale of tobacco products, lottery tickets, or pumped vehicle fuels such as gasoline, diesel and similar products, and provided further that not more than twenty five (25) percent of its gross income as so determined is derived from the sale of alcoholic beverages other than beer or wine.*

**SECTION 2. SECTION ADDED.** Part III 2A-3 of the Code of Ordinances of the City of Evansdale, Iowa, Black Hawk County, is added as follows:

**PART III 2A-3. DEFINITIONS. Liquor Store:** *A retail store where sales of alcoholic beverages comprise thirty-nine (39) percent or more of its gross income, and twenty-four (24) percent or more of its retail floor space is devoted to such merchandise, in either case not including the sale of tobacco products, lottery tickets, or pumped vehicle fuels such as gasoline, diesel and similar products.*

**SECTION 3. SUBSECTION MODIFIED.** Part XIII, C-3 BUSINESS DISTRICT, 2A-27 REGULATIONS of the Code of Ordinances of the City of Evansdale, Iowa, Black Hawk County, is repealed and the following adopted in lieu thereof:

**PART XIII, C-3 BUSINESS DISTRICT, 2A-27, SECTION C, SUBSECTION 3, VIOLATION AND PENALTIES.**

3. Violation and Penalty. Any person, firm or corporation *who* violates, disobeys, omits, neglects or refuses to comply with, or who resists the enforcement of any of the provisions of this ordinance shall be guilty of a simple misdemeanor and upon conviction, be fined not more than \$100.00 *for the first offense, \$250.00 for the second offense, and \$500.00 for the third and subsequent offenses.* ~~or be imprisoned for not more than thirty (30) 30 days, for each offense.~~

**SECTION 4. SUBSECTION MODIFIED.** Part XXV, 2A-49 of the Code of Ordinances of the City of Evansdale, Iowa, Black Hawk County, is repealed and the following adopted in lieu thereof:

**PART XXV 2A-49. VIOLATION AND PENALTIES.** Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance upon conviction shall be fined not more than one hundred (\$100.00) ~~for each offense~~ *for the first offense, two hundred fifty dollars (\$250.00) for the second offense, and five hundred dollars (\$500.00) for the third and subsequent offenses.* Each day that a violation is permitted to exist constitutes a separate offense. The Building Official is hereby designated and ordered to enforce this Ordinance.

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

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

**PASSED AND APPROVED BY THE EVANSDALE CITY COUNCIL ON THIS**  
**\_\_\_\_\_ DAY OF \_\_\_\_\_ 2017.**

First Reading:  
Second Reading:  
Third Reading:

ATTEST:

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

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

I certify that the foregoing was published as Ordinance 658 on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

11/1/2017

City of Evansdale  
Attn: DeAnne Kobliska  
123 N. Evans Road  
Evansdale, IA 50588

**Dear Ms. Kobliska,**

Thanks for your interest including your zoning code in the Code book as one volume and including it in your online code. The cost to convert the Zoning code to the same format as your City Code, include it in the online code, and print copies of the entire zoning code for all twelve copies of the code that we are providing at the end of your Code project would be \$1,640.

If you would like additional copies of just the Zoning Code for your Zoning Commission members, we can print and produce additional unbound copies at a cost of \$20 per set (not including binders).

Once the Zoning Code is formatted and inserted into your Code we will provide you with proceedings for adoption of the entire code (Zoning and City Code). If the City wants to proceed with inclusion of the zoning code as part of the City Code, we will squeeze the project into the current schedule so that we minimize any delay in getting to adoption of the new code.

The inclusion of your Zoning Code will also allow us to provide supplementing services for this portion of your Code as well. The rates for supplementing services of the Zoning Code would be the same as for the regular code at our current rates which are (the rates below are current and subject to change):

Changed Pages at \$37.00 per page  
Second Pages at \$4.00 per page

These rates include updating the online version of the code. If you have separate volumes of the Zoning Code outside of the 12 copies included in the City Code books, we can provide copies of the changed and second pages for those books when supplementing at our current rates depending on the number of sets that you have us print. For example, if we print up to 10 sets of the replacement pages the cost would be \$4.00 per page printed (each side counts as one page). If you have 11-15 sets printed, the cost would be \$5.00 per page (each side counts as one page).

If you have any questions, please don't hesitate to contact me.

Sincerely,



Justin Yarosevich  
Simmering-Cory | Iowa Codification