

AGENDA

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Approval of the November 4, 2015 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 20, 2015 regular meeting minutes.
  - b. Resolution 5882 authorizing payment of bills and transfers.
6. Resolution 5883 authorizing the Mayor and City Clerk to sign Federal-aid Agreement with the Iowa Department of Transportation for the River Forest Road Project.
7. Resolution 5884 approving property tax abatement for 617 Central Ave.
8. Resolution 5885 approving property tax abatement for 618 Dodge Street.
9. Resolution 5886 approving Request for Proposals for Owner Occupied Housing Rehabilitation Technical Services; and setting date of bid letting for November 20, 2015 at 10:00 a.m. and of public hearing December 1, 2015 at 6:00 p.m.; and authorizing City Clerk to advertise for bids for said project.
10. Resolution 5887 supporting the formation of the Middle Cedar Watershed Management Authority.
11. Resolution 5888 authorizing the Mayor to sign Grant Agreement with the Iowa Department of Natural Resources in the amount of \$75,000 for the Meyers Lake Shoreline Rehabilitation Project.
12. Resolution 5889 to approve 1<sup>ST</sup> payment to Peterson Contractors, Inc. of Reinbeck, IA, for the Norma Avenue Extension Project in the amount of \$157,321.43
13. Request from Public Works Director to purchase snowplow blade for pick-up truck, in an amount not to exceed \$5,748.06. The plow blade shall be shared with Street, Water, and Sewer Departments with an equal amount of \$1,916.02 being shared by each department.
14. Request from Public Works Director to purchase carbide cutting blades in an amount not to exceed \$3,886 for all four (4) snow plows as budgeted for FY16.
15. Discussion
16. Adjournment

CITY HALL  
EVANSDALE, IOWA, OCTOBER 20, 2015  
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: Nichols, Seible, Dewater, and Loftus. Absent: Walker. Quorum present.

Nichols/Seible approving the October 20, 2015 agenda. Ayes-Four. Motion carried.

Loftus/Seible to approve the following items on the October 20, 2015 consent agenda: a) Approval of October 1, 2015 regular meeting minutes. b) Resolution 5881 authorizing payment of bills and transfers. c) Accept and place on file the minutes and reports from the following Departments, Boards, and Commissions: Ambulance & Fire report (Sept), Building Inspection report (Sept), Police Department (Sept), Clerk/Treasurer Report (June/July/Aug), Parks & Rec (Sept), Waterworks (Sept), and EMHA (Aug/Sept). Roll call vote: Ayes-Four. Motion carried.

The Mayor to present the Bunger Middle School Students of the Month – September 2015: Tessa Borwig, Jameson Anders, Jersie Benson, Zachary Wolff, Zoe Dallenbach, Guillermo Gomez, Brianna Ricketts, and Jared Buck.

Presentation by Police Chief Jensen - Oath of Office – part time Police Officer Dustin Mooty.

Maggie Speer with Speer Financial presented the TIF Report.

Loftus/Dewater to approve request from Police and Fire Departments to replace server and computers in the amount of \$24,401.50 as budgeted for FY16. Roll call vote: Ayes-Four. Motion carried.

Loftus/Seible to approve request from Waste Water Dept. to have Municipal Pipe Tool, Hudson, IA to jet vac East End, Lafayette, Michigan, and Arbutus Lift Stations in an amount not to exceed \$2,000 as budgeted for FY16. Councilman Seible questioned if the jet vac is performed annually. Mayor Faas responded that it is performed semi-annually. Roll call vote: Ayes-Four. Motion carried.

Dewater/Seible to approve request from Waste Water Dept. to have Nutri Ject Systems, Hudson, IA to perform the annual Sludge Hauling in an amount not to exceed \$22,000 as budgeted for FY16. Councilman Nichols asked if we perform the sludge hauling annually. Mayor Faas responded yes. Roll call vote: Ayes-Four. Motion carried.

Loftus/Dewater to approve request from Police Chief and Fire Chief to remove and reinstall new tile at the Community Response Center (CRC) in an amount not to exceed \$10,636.70. Councilman Loftus stated that he inspected the floors at the CRC as well as other councilmembers and the tiles need to be replaced. Councilman Nichols stated that the cracking of the tile is due to the expansion and contraction of the building as a portion of the building has a basement which is heated and the other portion does not, which in turn causes the expansion and contraction of the tiles. He believes the tile will crack again and recommended a quote to install floating tile to resolve issue. Councilman Seible questioned how repairs would be when there isn't adequate funds in their budget. Mayor Faas responded that city hall had budgeted for replacement of the fluorescent lights, but that replacement could be completed in the next budget. Roll call vote: Ayes-Four. Motion carried.

Nichols/Dewater to approve Ordinance 644, Council Compensation, increasing for each regular or special meeting to \$50.00, in its first reading. Councilman Loftus stated that he denied the ordinance originally, but after consideration is in favor of the increase. Councilman Dewater questioned the ordinance being brought back to the table as in the past we generally followed Roberts Rules, which states that only a council person who originally voted no on a defeated motion could bring the same motion back to the table for further consideration. City Attorney, Ament stated that the city has followed Roberts Rules loosely but has not formerly adopted them and would be up to the council to put in place a formal procedure. Roll call vote: Ayes-Four. Motion carried.

Nichols/Seible moved to waive the second and third reading of Ordinance 644, Council Compensation. Roll call vote: Ayes-Four. Motion carried.

Seible/Dewater moved to adopt Ordinance 644, Council Compensation. Roll call vote: Ayes-Four. Motion carried.

Public Discussion: Mayor Faas updated the council on the following projects: The Norma Avenue Extension Project should be paved this week; City Engineer, Jerry Shoff recommended keeping the Bunger Park Bridge closed; Transcore completed their project at no additional cost and the system is running smoothly; Meyers Lake Shoreline Rehabilitation Project REAP grant has been approved for \$75,000; the parks dept. will be posting signs at Meyers Lake stating no access to the lake due to thin ice with the new aerator system in place; the meeting with the Army Corps went really well today, we are still part of the Waterloo system, current status – inactive, but will work toward making any improvements as needed.

Councilman Seible stated that there has been a street light out on the corner of Wema and Evans for a long time and he would like it resolved. The Mayor stated that we have been turning the repairs into MidAmerican Energy and they are working on them.

John Peverill, 543 East End Ave., questioned if the DNR will be restocking Meyers Lake. Mayor Faas responded yes when water quality issues improve. Loraine Atkins, River Forest Rd., stated that the city should reserve funds in the event of an emergency and not spend them down so quickly since we are only into our fourth month of the fiscal year.

There being no further discussion, Loftus/Nichols to adjourn the meeting at 6:59 p.m. Motion carried.

**ATTEST:**

---

**Doug Faas, Mayor**

---

**DeAnne Kobliska, City Clerk**

**RESOLUTION 5882**

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

A1 SEPTIC & PUMPING SERVICE	SR-PUMP LIFT STN AT SEWER PLANT	176.55
ADVANCED AUTOMOTIVE SERVICE	FD-4 TIRES/ALIGNMENT EXPLORER	669.84
ALL STATE RENTAL CORP	RU-TRENCHER-BROWN/LAFAYETTE	109.00
ALLEN OCCUPATIONAL HEALTH SERV	RU-IMMUNIZATION-SCHARES	79.00
AMENT LAW FIRM	SEPTEMBER ATTORNEY FEES	781.25
AMERIGAS	SR-PROPANE FOR PLANT	23.50
AUTO PLUS	RU-WTR PUMP/THERMOSTAT/LOF #57	141.50
	RU-BELT/ANTIFREEZE FOR #57	13.75
	RU-WASHER FLUID FOR TRUCKS	17.34
	<b>TOTAL</b>	<b>172.59</b>
BARCO MUNICIPAL PRODUCTS INC	RU-SIGNS/KWIK STAR ENTRANCE	254.87
BLACK HAWK ELECTRICAL CO.	FD-REPAIR CEILING FAN WIRING	217.00
	RU-REPAIR LIGHT BROWN/LAFAYETTE	382.31
	RU-REPAIR PLUGS/RECPT OSHA REQD	464.78
	<b>TOTAL</b>	<b>1,064.09</b>
BLACK HAWK RENTAL	FD-SOD CUTTER FOR LANDSCAPE	37.45
BOUND TREE MEDICAL, LLC.	FD-EKG PATCHES/C-COLLARS	93.16
CENTURY LINK	SR-INTERNET	66.99
CITY LAUNDERING	LIB-MONTHLY MATS	27.70
	CH-MONTHLY MATS	43.22
	<b>TOTAL</b>	<b>70.92</b>
CITY OF WATERLOO	RU-MANHOLE RING-EVANS/DUBUQUE	704.90
COURIER COMMUNICATIONS	PY-PUBLICATION 10-6 MIN/BILLS	152.66
ELECTRICAL ENGINEERING & EQUIP	RU-REPAIR LIGHT BROWN/LAFAYETTE	419.25
	RU-LED EXIT LIGHT/OSHA REQD	389.18
	<b>TOTAL</b>	<b>808.43</b>
I.N.R.C.O.G.	MEYERS LAKE REHAB GRANT SVC	1,125.00
IOWA LEAGUE OF CITIES	CH-BUDGET WORKSHOP-KOBLISKA	40.00
MEDIACOM	RU-INTERNET	45.95
MENARDS INC	FD-LANDSCAPE BLOCK/CHIPS-PAINT	84.76
	FD-LANDSCAPE BLOCK/CHIPS-PAINT	190.10
	RU-TRASH BAGS/CLEANER FOR SHOP	21.95
	RU-CHRISTMAS LIGHTS	55.36
	SR-TARPS/TAPE/INSULATION	157.42
	<b>TOTAL</b>	<b>509.59</b>
MIDAMERICAN ENERGY	OCTOBER UTILITIES	9,865.72
PETERSON CONTRACTORS INC	CIP-NORMA AVE EXTENSION PYMT 1	157,321.43
SHOFF CONSULTING ENGINEERS	CIP-DBQE RD BRIDG CP#7C	615.75
	CIP-DEAN PROP DP#5	4,709.50
	CIP-NORMA AVE CP#2	4,420.75
	<b>TOTAL</b>	<b>9,746.00</b>
STAPLES	RU-BINDER/TABS FOR SDS	17.28
	SR-BINDER/TABS/PENS/CLIPS	57.55
	<b>TOTAL</b>	<b>74.83</b>
STOCKS, PHIL	SR-GRADE III OPERATOR SERVICE	400.00
STRADER, JOELLE	CH-REIMB TRAVEL IMFOA CONF	172.58
SUPERIOR WELDING SUPPLY CO.	FD-OXYGEN FOR AMBULANCE	74.04
TAPCO	RU-POSTS FOR STREET NAME SIGNS	823.90
	RU-POSTS FOR STREET NAME SIGNS	953.10

	<b>TOTAL</b>	<b>1,777.00</b>
THE SLED SHED	RU-SAW CHAIN 25 INCH BAR	51.99
U.S. CELLULAR	BI- CELL PHONE	63.35
	PK-SEPTEMBER PHONE	12.67
	RU- CELL PHONE	162.89
	SR- CELL PHONE	75.18
	<b>TOTAL</b>	<b>314.09</b>
UTILITY EQUIPMENT COMPANY	RU-MANHOLE RING REPLACEMENT	450.00
VAN METER INDUSTRIAL, INC	SR-20 LIGHTS	30.10
	SR-LIGHTS/LABEL TAPE/MAGNETS	80.53
	SR-LABEL CARTRIDGE	21.88
	SR-20 LIGHTS	10.56
	<b>TOTAL</b>	<b>143.07</b>
WIRTZ, BRIAN	BI-REIMB TRAVEL FOR TRAINING	18.19
WOOLVERTON	FALL NEWSLETTER & POSTAGE	1,371.98
	001 GENERAL FUND	8,189.89
	002 CAPITAL IMPROVEMENT	190.10
	005 STREETS	5,358.93
	110 ROAD USE TAX	3,610.99
	302 2015 CAPITAL PROJECTS	167,067.43
	610 SEWER FUND	3,892.00
	740 STORM WATER	457.32
	<b>TOTAL</b>	<b>188,766.66</b>

**PREPAYS**

78382	CAPITAL ONE BANK	LIB-POSTAGE FOR ILL TRANS	19.57
78383	INGRAM LIBRARY SERVICES	LIB-BOOKS/DVDS	977.02
78386	JENSEN, SHANNON	LIB-REIMBURSE TRAVEL	15.05
78387	LIBRARY IDEAS, LLC	LIB-FREEGAL MUSIC SUBSCRIPTION	773.00
78388	PENWORTHY	LIB-BOOKS	57.41
78389	SAFEGUARD BUSINESS SYSTEMS	REPLACE LOST CHECK 78087	322.68
78390	WINDSTREAM	PHONE SERVICE	560.47
78392	COLLECTION SERVICE CENTER	PAYROLL LIABILITY	188.80
78394	IAWEA	SR-CONFERENCE-SCHARES	25.00
78395	AFLAC	INSURANCE	208.46
78396	DEN HERDER VETERINARY HOSPITAL	K-9 FOOD	81.98
78397	IBEW LOCAL 288	UNION DUES	310.00
78398	IPERS	RETIREMENT	11,488.88
78404	MEDIACOM	INTERNET FOR CRC	83.40
78405	METLIFE SMALL BUSINESS CENTER	LIFE INSURANCE	30.40
78406	METLIFE SMALL BUSINESS CENTER	LIFE/DENTAL/VISION	2,367.38
78408	MFSPSRI	941 MFSPSRI	14,525.02
78409	POLICE ASSOCIATION	POLICE ASSOCIATION	120.00
78410	TREASURER-STATE OF IOWA	STATE W/H	5,217.00
78412	TEAMSTERS LOCAL 238	UNION DUES	346.00
78413	VALIC	RETIREMENT	75.00
78414	WELLMARK BLUE CROSS/BLUE SHIELD	OCTOBER HEALTH INSURANCE	13,715.33
	<b>TOTAL PREPAYS</b>		<b>51,507.85</b>

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, ON THIS 4TH DAY OF NOVEMBER 2015.**

**Doug Faas, Mayor**

**ATTEST:**

**DeAnne Kobliska, City Clerk**

AMENT LAW FIRM

311 EAST 4TH STREET  
P.O. BOX 325  
WATERLOO, IOWA 50704-0325  
319-232-2700 • Fax 319-232-2788

# STATEMENT

001-5-6040-6411

CITY OF EVANSDALE  
123 N EVANS RD  
EVANSDALE, IA 50707

Statement Date: 10/12/2015

Page No. 1

Professional Services:

		Rate	Hours	
09/01/2015	Attend Council meeting.	125.00	2.25	281.25
09/08/2015	Review and print Ordinance 643	125.00	0.25	31.25
09/14/2015	Telephone call from Mayor - can she camp down there - two weeks	125.00	0.25	31.25
	Read and review 9/15 Council packet	125.00	0.50	62.50
	Review sex offender registration law - 692A.113(b). Telephone call to Mayor on same.	125.00	0.50	62.50
09/15/2015	Attend Council meeting	125.00	2.50	312.50
	For Current Services Rendered		6.25	781.25
	Previous Balance			\$1,406.25
	Total Current Work			781.25

Payments

09/01/2015 Payment - ck #78055 -687.50

Balance Due \$1,500.00

*Paid \$718.75 10/16 ck #78226*

Interest will accrue on unpaid bills after 30 days at the rate of 1.5% per month.

CHECKS RETURNED FOR INSUFFICIENT FUNDS ARE SUBJECT TO A \$20.00 SURCHARGE.

To ensure proper credit, please include account number and statement date on remittance checks. Thank you.



# SHOFF CONSULTING ENGINEERS

Civil • Environmental • Transportation • Land Surveying

5106 Nordic Drive  
Cedar Falls, Iowa 50613-6967

Phone: (319) 266-0258  
Fax: (319) 266-1515  
jshoff@shoffengineering.com

## INVOICE TRANSMITTAL

**To: DeAnne Kobliska, City Clerk  
Joelle Strader, Deputy Clerk  
Mayor Doug Faas  
City of Evansdale, IA**

**Date:** October 29, 2015

**Sent via E-mail**

9 Pages including cover sheet

**RE: Engineering Services Invoices**

DeAnne, Joelle and Mayor attached are Invoices for the following projects.

- 1. Dubuque Road Bridge Repair Project**  
Construction Phase  
Invoice No. 7C - \$615.75  
Time Period: September 26 through October 23, 2015
- 2. Dean Properties Development Project**  
Design Phase  
Invoice No. 5 - \$4,709.50  
Time Period: July 13 through August 9, 2015
- 3. Norma Avenue Extension Project**  
Construction Phase  
Invoice No. 2C - \$4,420.75  
Time Period: August 15 through October 1, 2015

Thanks

Sincerely,

  
Jerry Shoff, PE, PLS



# SHOFF CONSULTING ENGINEERS, L. C.

5106 Nordic Drive  
Cedar Falls, Iowa 50613-6967

- Civil • Environmental • Wastewater • Municipal • Water •
- Industrial • Structural • Construction Management • Transportation •
- Electrical • Land Surveying • Land Development • Insurance Claim Investigation •

Phone: (319) 266-0258  
Fax: (319) 266-1515

October 29, 2015

**IN ACCOUNT WITH:**

City of Evansdale  
City Hall  
123 North Evans Drive  
Evansdale, IA 50707

**INVOICE No. 7C - Construction Phase**

Attn: DeAnne Kobliska, City Clerk  
Joelle Strader, Deputy Clerk

**PAYABLE TO:**

Shoff Consulting Engineers, LC  
5106 Nordic Dr.  
Cedar Falls, Iowa 50613-6967

**PROJECT:**

Bridge Project – Construction Phase  
East Bound Dubuque Road  
West Bound Dubuque Road  
Project No. 814C

**INVOICE PERIOD**

September 26 through October 23, 2015

**PROJECT DESCRIPTION:**

Professional Consulting Engineering Services for the **Construction Phase** of the Dubuque Road twin bridges at Elk Run Creek. Services include construction contract administration and cost monitoring; on-site construction review of contractor's work including materials testing and IaDOT compliance record-keeping.

**REHABILITATION OF DUBUQUE ROAD EASTBOUND AND WESTBOUND BRIDGES (814C-15)**

Work this period includes on-site construction review of contractor's work; prepared and submitted Pay Estimate No. 2; and completion of construction administration including daily inspection diary and quantities tabulation for payment.

Name	Hours	Description	Amount Due
Jerry Shoff, PE, PLS	.75	Project Administration @ \$96.00/hr	\$72.00
Phillip O'Loughlin, PE	.25	Project Engineer @ \$85.00/hr	21.25
Ryan Fischer	6.50	Field Engineer @ \$70.00/hr	455.00
Beth Kirkevold	<u>1.50</u>	Administrative @ \$45.00/hr	<u>67.50</u>
	9.00	TOTAL HOURS WORKED:	\$615.75

**TOTAL AMOUNT DUE DUBUQUE ROAD BRIDGE****REPAIR – CONSTRUCTION PHASE INVOICE NO. 7C.....\$615.75**

## SHOFF CONSULTING ENGINEERS, LC

## Time by Job Detail

September 26 through October 23, 2015

Date	Item	Billing Stat...	Duration	Notes
<b>Evansdale, City of:Dbq Rd Bridge Repair Const Ph (814C-15)</b>				
<b>Beth A. Kirkevold</b>				
09/28/2015	Billing	Unbilled	0:30	
09/30/2015	Billing	Unbilled	0:30	
10/01/2015	Billing	Unbilled	0:30	
Total Beth A. Kirkevold			1:30	
<b>Jerry L. Shoff</b>				
10/01/2015	Engineerin...	Unbilled	0:45	invoicing; rev pay est No. 2
Total Jerry L. Shoff			0:45	
<b>Phillip J. O'Loughlin</b>				
10/01/2015	Constructio...	Unbilled	0:15	Checking Payment Applications for accuracy.
Total Phillip J. O'Loughlin			0:15	
<b>Ryan J Fischer</b>				
09/28/2015	Field Eng-RF	Unbilled	2:00	Onsite inspect beam seats, site work, draft pay est #2
09/29/2015	Field Eng-RF	Unbilled	2:00	Onsite inspect cleanup, discuss project w/ Jordan
10/01/2015	Field Eng-RF	Unbilled	2:30	Pay est #2 prep and submit
Total Ryan J Fischer			6:30	
Total Evansdale, City of:Dbq Rd Bridge Rep...			9:00	
<b>TOTAL</b>			<b>9:00</b>	



# SHOFF CONSULTING ENGINEERS, L. C.

5106 Nordic Drive  
Cedar Falls, Iowa 50613-6967

- Civil • Environmental • Wastewater • Municipal • Water •
- Industrial • Structural • Construction Management • Transportation •
- Electrical • Land Surveying • Land Development • Insurance Claim Investigation •

Phone: (319) 266-0258  
Fax: (319) 266-1515  
jshoff@shoffengineering.com

October 29, 2015

**IN ACCOUNT WITH:**

City of Evansdale, Iowa  
City Hall  
123 North Evans Drive  
Evansdale, IA 50707

**INVOICE No. 5**

Attn: DeAnne Kobliska, City Clerk  
Joelle Strader, Deputy Clerk

**PAYABLE TO:**

Shoff Consulting Engineers, L.C.  
5106 Nordic Drive  
Cedar Falls, Iowa 50613

**PROJECT:**

Dean Properties Development  
Evansdale, Iowa  
Project No. 928-14

**INVOICE PERIOD:**

July 13 through August 9, 2015

**PROJECT DESCRIPTION:**

Provide Professional Consulting Engineering Services for the **Dean Properties Development**. Work this period included revised layout/site re-design; reviewed building relocation with Mayor and developers; developed of two options for building grading; on-site field layout review with developers; reviewed building relocation and design issues with Mayor and developer; completed building corners and garage staking; and completed the necessary publications for the SWPPP and prepare and submit IaDNR Sanitary Sewer Permit, IaDNR Water System Construction Permit and IaDNR Storm Water Permit (SWPPP).

Name	Hours	Description	Total
Jerry Shoff, PE, PLS	2.00	Engineering Services/Project Administration @ \$96.00/hr	\$192.00
Bill Wright, PE	2.25	Engineering Services/Project Administration @ \$96.00/hr	216.00
Paresh Shettigar, PE	17.75	Engineering Services/Project Administration @ \$96.00/hr	1,704.00
Phillip O'Loughlin	2.00	Engineering Services @ \$85.00/hr	216.00
Aaron Mueller, PLS	12.25	Professional Surveyor @ \$89.00/hr	1,090.25
Max Staver	1.25	Engineering Technician @ \$42.00/hr	52.50
Nick Brewer	5.00	Engineering Technician @ \$42.00/hr	210.00
Jack Nelson	24.25	Engineering Technician @ \$42.00/hr	1,018.50
Beth Kirkevold	<u>1.25</u>	Administrative @ \$45.00/hr	<u>56.25</u>
Total	68.00	Hrs.	\$4,709.50

**AMOUNT DUE DEAN PROPERTIES DEVELOPMENT**

**PROJECT INVOICE NO. 5 ..... \$4,709.50**

## SHOFF CONSULTING ENGINEERS, LC

## Time by Job Detail

July 13 through August 9, 2015

Date	Item	Billing Stat...	Duration	Notes
<b>Evansdale, City of:Dean Properties Development (928-14)</b>				
<b>Aaron L. Mueller</b>				
07/13/2015	Land Surve...	Unbilled	5:15	adjustment of garages; stakeout
07/22/2015	Design (Su...	Unbilled	0:30	dir JN to prepare SWPPP
07/23/2015	Design (Su...	Unbilled	1:15	Dir JN on SWPPP; review; met w/ PS & JN
07/24/2015	Design (Su...	Unbilled	1:00	water plan review
07/28/2015	Design (Su...	Unbilled	0:30	review
07/29/2015	Design (Su...	Unbilled	0:45	water permit plans; Q&A
08/06/2015	Design (Su...	Unbilled	0:30	plan review; met w/ PS
08/07/2015	Design (Su...	Unbilled	2:30	plan review; met w/ PS
Total Aaron L. Mueller			12:15	
<b>Beth A. Kirkevold</b>				
07/14/2015	.Administra...	Unbilled	0:15	posting w/ paper
07/23/2015	Billing	Unbilled	0:15	
07/28/2015	Billing	Unbilled	0:45	
Total Beth A. Kirkevold			1:15	
<b>Jack M. Nelson</b>				
07/22/2015	Tech CAD ...	Unbilled	4:45	SWPPP; site plan 2 dwg, and SWPPP Notes
07/23/2015	Technician ...	Unbilled	1:15	cogo points as blocks, blocks vs xrefs vs data shortcuts, corridor cross-sections
07/23/2015	Tech CAD ...	Unbilled	2:00	SWPPP drft redlining; add Norma Ave SWPPP dwg items on N side of Norma
07/23/2015	Tech CAD ...	Unbilled	2:00	mtg w/ AM, MS, NB & PS re wtr permit, updt SWPPP dwg; create new dwg as Wtr P&P
07/24/2015	Tech CAD ...	Unbilled	2:15	creating plan & profile sheets (2) for water line permit submittal
07/27/2015	Tech-Const...	Unbilled	1:30	water permit plans
07/28/2015	Tech CAD ...	Unbilled	1:45	finishing water main P & P (two sheets); add cover sheet, for water permit submittal
07/29/2015	Tech CAD ...	Unbilled	2:30	cover (title) sht. Final corrections to wtr main P&P shts. Imported quantities for wtr permit to s
07/30/2015	Tech CAD ...	Unbilled	1:45	corrections to wtr main quant list, additional profile to add to detention pond area; met w/ PS
08/06/2015	Tech CAD ...	Unbilled	0:15	Print sheet set
08/07/2015	Tech CAD ...	Unbilled	2:45	Work on redlined sheets B-01, B-03, B-04 per Aaron
08/09/2015	Tech CAD ...	Unbilled	1:30	continue redlines to sheets B-01, B-03 and B-04 per Aaron
Total Jack M. Nelson			24:15	
<b>Jerry L. Shoff</b>				
07/13/2015	Design (PE...	Unbilled	0:30	disc proj w/ PS
07/14/2015	Design (PE...	Unbilled	0:30	project review w/ PS
07/14/2015	Design (PE...	Unbilled	0:30	conf call w/ Mayor, DeAnne, & PS
07/21/2015	Engineerin...	Unbilled	0:30	met w/ BW & PS re proj status
Total Jerry L. Shoff			2:00	
<b>Maxwell D. Staver</b>				
07/24/2015	Tech CAD ...	Unbilled	1:15	Create detention basin grading
Total Maxwell D. Staver			1:15	
<b>Nicholas C. Brewer</b>				
07/13/2015	Tech CAD ...	Unbilled	3:00	Worked on Dean properties building shift, and created a stake out file for field use.
07/13/2015	Technician ...	Unbilled	2:00	went out in the field with Aaron to stake the new garage layout, and one more building.
Total Nicholas C. Brewer			5:00	

## SHOFF CONSULTING ENGINEERS, LC

## Time by Job Detail

July 13 through August 9, 2015

Date	Item	Billing Stat...	Duration	Notes
<b>Paresh S Shettigar</b>				
07/13/2015	Engineerin...	Unbilled	1:15	Stormwater permit, other permit; Goggle Earth research; met w/ JS
07/14/2015	Engineerin...	Unbilled	1:30	strm wtr pub. rev LPC/Hudson paper deadline; disc w/ JS; email to LPC; billing disc; prep for WCF
07/14/2015	Engineerin...	Unbilled	0:30	phone mtg w/ DeAnne and Mayor w/ JS; other issues
07/15/2015	Engineerin...	Unbilled	1:00	strmwtr permit - disc w/ BW; research on IADNR website for fees for NPDES permit no. 2; form updt
07/15/2015	Engineerin...	Unbilled	1:30	disc re required permits; single ownership; water and sewer; water permit
07/16/2015	Engineerin...	Unbilled	1:15	phone msg for M Dean by JS; recommendations; contact info; permit forms; pkt for M Dean to sign
07/16/2015	Engineerin...	Unbilled	0:45	Hudson herald newspaper clipping; scanned; edited & saved pdf in proj folder; work on ltr to DNR
07/17/2015	Engineerin...	Unbilled	0:30	follow up on permit app signatures brought back by JS from Mike Dean
07/17/2015	Engineerin...	Unbilled	1:15	Discussed fees w/ M Dean; revised permit forms & added water service agreement form
07/20/2015	Engineerin...	Unbilled	1:00	compiled all the wtr permit & strm wtr forms and cover letters; discs w/ AM re supporting docs
07/21/2015	Engineerin...	Unbilled	0:45	discs w/ JS; compile stormwater permit packet; sign, scan, UPS w/ BK
07/21/2015	Engineerin...	Unbilled	0:15	compiled stormwater permit packet
07/21/2015	Engineerin...	Unbilled	0:15	SWPPP plan
07/21/2015	Engineerin...	Unbilled	0:15	Affidavit delay from Hudson Herald; cld paper; Bonnie to deliver; packet check
07/23/2015	Engineerin...	Unbilled	0:30	SWPPP plan check on Jack's work; disc
07/30/2015	Engineerin...	Unbilled	0:15	disc w/ JN; update permit info
07/31/2015	Engineerin...	Unbilled	1:30	scan; email; paper mailing packet - storm water discharge permit
08/03/2015	Engineerin...	Unbilled	1:30	Scan; email; paper mailing packet - SWPPP dwgs; package to UPS office
08/04/2015	Engineerin...	Unbilled	0:30	svd UPS notification pkg delivered to M Dean; text AM re final rev of plans for wtr permit app
08/05/2015	Engineerin...	Unbilled	0:30	follow up on review of construction plans; still pending
08/06/2015	Engineerin...	Unbilled	0:30	disc w/ AM re plans update; revise permit forms; check
08/07/2015	Engineerin...	Unbilled	0:30	disc w/ AM; water main plan review items; check
Total Paresh S Shettigar			17:45	
<b>Phillip J. O'Loughlin</b>				
07/22/2015	Design - PE	Unbilled	2:00	SWPPP PLAN
Total Phillip J. O'Loughlin			2:00	
<b>William N. Wright</b>				
07/15/2015	Design (PE...	Unbilled	1:30	Permits issues, plans status
07/23/2015	Design (PE...	Unbilled	0:30	Water and storm permits
07/28/2015	Design (PE...	Unbilled	0:15	Follow up on plan status and water permit
Total William N. Wright			2:15	
Total Evansdale, City of:Dean Properties De...			68:00	
<b>TOTAL</b>			<b>68:00</b>	



# SHOFF CONSULTING ENGINEERS, L. C.

5106 Nordic Drive  
Cedar Falls, Iowa 50613-6967

- Civil • Environmental • Wastewater • Municipal • Water •
- Industrial • Structural • Construction Management • Transportation •
- Electrical • Land Surveying • Land Development • Insurance Claim Investigation •

Phone: (319) 266-0258  
Fax: (319) 266-1515  
jshoff@shoffengineering.com

October 29, 2013

**IN ACCOUNT WITH:**

City of Evansdale, Iowa  
City Hall  
123 North Evans Drive  
Evansdale, IA 50707

**INVOICE No. 2C**

Attn: DeAnne Kobliska, City Clerk  
Joelle Strader, Deputy City Clerk

**PAYABLE TO:**

Shoff Consulting Engineers, L.C.  
5106 Nordic Drive  
Cedar Falls, Iowa 50613

**PROJECT:**

Norma Avenue Extension  
Construction Phase  
Project No. 943-14

**INVOICE PERIOD:**

August 15 through October 1, 2015

**PROJECT DESCRIPTION:**

Provide Professional Consulting Engineering Services for the **Norma Avenue Extension**. Work this period included sanitary sewer and water main staking;; on-site construction review of water main installation, dewatering operation, and sanitary sewer tie in, and man hole adjustments; construction administration for the extension of Norma Avenue from Heather Avenue east to Knudsen Drive.

Name	Hours	Description	Total
Jerry Shoff, PE, PLS	5.00	Engineering Services/Project Administration @ \$96.00/hr	\$480.00
Bill Wright, PE	1.00	Engineering Services/Project Administration @ \$96.00/hr	96.00
Aaron Mueller, PLS	14.75	Professional Land Surveyor @ \$89.00/hr	1,312.75
Ryan Fischer	30.00	Field Engineer @ \$70.00/hr	2,100.00
Kasey Westly	2.75	Engineering Technician @ \$42.00/hr	115.50
Jack Nelson	3.25	Engineering Technician @ \$42.00/hr	136.50
Beth Kirkevold	4.00	Administrative @ \$45.00/hr	180.00
Total	60.75 Hrs.		\$4,420.75

**TOTAL AMOUNT DUE****NORMA AVENUE EXTENSION PROJECT**

**CONSTRUCTION PHASE INVOICE NO. 2C ..... \$4,420.75**

## SHOFF CONSULTING ENGINEERS, LC

## Time by Job Detail

August 15 through October 1, 2015

Date	Item	Billing Stat...	Duration	Notes
<b>Evansdale, City of:Norma Ave Const Phase (943C - 15)</b>				
<b>Aaron L. Mueller</b>				
08/19/2015	Const (Sur...	Unbilled	4:00	stake Water Main (WM); prep
08/20/2015	Const (Sur...	Unbilled	4:00	staked Water Main; prep
09/10/2015	Const (Sur...	Unbilled	3:00	staked san swr; prep & chk
09/25/2015	Const (Sur...	Unbilled	0:15	prep for grade stakes
09/29/2015	Const (Sur...	Unbilled	3:30	grading stakes
Total Aaron L. Mueller			14:45	
<b>Beth A. Kirkevold</b>				
08/24/2015	Billing	Unbilled	0:15	
08/25/2015	Billing	Unbilled	0:30	
08/26/2015	Billing	Unbilled	1:00	
09/28/2015	Billing	Unbilled	0:30	
09/30/2015	Billing	Unbilled	1:30	
10/01/2015	Billing	Unbilled	0:15	
Total Beth A. Kirkevold			4:00	
<b>Jack M. Nelson</b>				
09/29/2015	Tech-Const...	Unbilled	3:15	staking centerline and ground tie for side slope on Norma Avenue with Aaron M.
Total Jack M. Nelson			3:15	
<b>Jerry L. Shoff</b>				
08/31/2015	Constructio...	Unbilled	0:30	
09/03/2015	Constructio...	Unbilled	2:30	on site w/ PCI (CF), Hurst (JH), Frickson, RF; rev san swr ground wtr conditions/options; cld mayo
09/24/2015	Constructio...	Unbilled	1:00	spoke w/ R Frickson; rev proj status w/ RF
09/28/2015	Constructio...	Unbilled	0:30	rev w/ ryan
10/01/2015	Engineerin...	Unbilled	0:30	invoicing
Total Jerry L. Shoff			5:00	
<b>Kasey N Westly</b>				
09/10/2015	Technician ...	Unbilled	2:45	Staked Sanitary with Aaron.
Total Kasey N Westly			2:45	
<b>Ryan J Fischer</b>				
08/19/2015	Field Eng-RF	Unbilled	1:30	Onsite rev hydrant locates w AM
08/20/2015	Field Eng-RF	Unbilled	2:15	Mtg w Mike E re hydrant locations, rev new plans for Dean; emails and phone calls to PCI re progres
08/24/2015	Field Eng-RF	Unbilled	1:15	Onsite inspect watermain install
08/25/2015	Field Eng-RF	Unbilled	1:00	Inspect watermain install, pavt removal
08/26/2015	Field Eng-RF	Unbilled	1:30	Onsite inspect watermain install, doc as built
08/27/2015	Field Eng-RF	Unbilled	1:00	Onsite inspect watermain installation, markup drawings for as built
08/28/2015	Field Eng-RF	Unbilled	1:00	Enter diaries from field
08/31/2015	Field Eng-RF	Unbilled	1:30	Onsite inspect watermain tie in to heather. coordinate w MidAmerican, mike e
09/02/2015	Field Eng-RF	Unbilled	3:30	Onsite inspect watermain tie in
09/03/2015	Field Eng-RF	Unbilled	1:30	Onsite inspect test hole w hurst, pci, JS
09/08/2015	Field Eng-RF	Unbilled	1:45	Onsite inspect watermain install, discuss schedule w frickson
09/09/2015	Field Eng-RF	Unbilled	1:30	onsite inspect dewatering operation, rev stakes w hurst
09/10/2015	Field Eng-RF	Unbilled	2:30	Onsite inspect dewatering operation, san sewer tie in
09/11/2015	Field Eng-RF	Unbilled	1:00	Onsite inspect san sewer, meet w Frickson re manhole adjustments
09/21/2015	Field Eng-RF	Unbilled	0:15	Onsite, no one working

## SHOFF CONSULTING ENGINEERS, LC

## Time by Job Detail

August 15 through October 1, 2015

Date	Item	Billing Stat...	Duration	Notes
09/23/2015	Field Eng-RF	Unbilled	0:30	Onsite, no one working
09/24/2015	Field Eng-RF	Unbilled	2:00	Onsite project review w frickson, pci
09/29/2015	Field Eng-RF	Unbilled	2:30	Onsite inspect site conditions after rain, emails to chris f re progress mtg
10/01/2015	Field Eng-RF	Unbilled	2:00	Onsite inspect grading, coord grade stakes
Total Ryan J Fischer			30:00	
<b>William N. Wright</b>				
08/28/2015	Constructio...	Unbilled	0:30	Frickson wants to put wtr main in before san is constructed, discussed impact on proj staking
08/31/2015	Constructio...	Unbilled	0:15	Review of permits
09/11/2015	Constructio...	Unbilled	0:15	Review Norma construction progress,
Total William N. Wright			1:00	
Total Evansdale, City of:Norma Ave Const P...			60:45	
<b>TOTAL</b>			<b>60:45</b>	

**RESOLUTION 5883**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA TO ENTER INTO A FEDERAL-AID AGREEMENT WITH THE IOWA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF FUNDING THE RIVER FOREST ROAD CONSTRUCTION PROJECT.**

**WHEREAS**, the City has received Federal funding through the Surface Transportation Program (STP) for the construction of the River Forest Road Construction Project, Project No. STP-U-2432 (613)-70-07, Iowa DOT Agreement No. 2-15-STPU-043.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Evansdale, Iowa, approves said agreement authorizes the Mayor to sign said agreement.

**PASSED AND ADOPTED THIS 4<sup>TH</sup> DAY OF NOVEMBER 2015.**

**ATTEST:**

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

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

**IOWA DEPARTMENT OF TRANSPORTATION  
Federal-aid Agreement  
for a Surface Transportation Program Project**

Recipient: City of Evansdale

Project No.: STP-U-2432(613)--70-07

Iowa DOT Agreement No.: 2-15-STPU-043

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the City of Evansdale, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds. Federal regulations require Federal funds to be administered by the Department.

The Recipient has received Federal funding through the Surface Transportation Program (STP), which was continued by the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), Public Law 112-141, now codified at Section 133(b) of Title 23, United States Code (U.S.C.). STP funds are available for construction, reconstruction, rehabilitation, resurfacing, restoration and operational or safety improvement projects on Federal-aid highways, bridges on any public road, and several other types of projects, as specified in 23 U.S.C. 133(b). Federal-aid highways include all Federal Functional Classifications, except for rural minor collectors or local roads.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide STP funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person will be the District 2 Local Systems Engineer. The Recipient's contact person shall be the Becky Walters.
3. The Recipient shall be responsible for the development and completion of the following described STP project:  
  
River Forest Road between Central Ave. and Lafayette Ave.
4. Eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances, eligible activities may also include utility relocation or railroad work that is required for construction of the project.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from STP funds. The portion of the project costs reimbursed by STP funds shall be limited to a maximum of either 80 percent of eligible costs or the amount stipulated in the Iowa Northland Regional Council of Governments current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less.
6. If the project described in Section 3. drops out of the Iowa Northland Regional Council of Governments current TIP or the approved current STIP prior to obligation of Federal funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.
7. The Recipient shall let the project for bids through the Department.
8. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.

- 9. It is the intent of both parties that no third party beneficiaries be created by this agreement.
- 10. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same agreement.
- 11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

---

**City Signature Block (City Projects Only)**

By \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Title of city official

I, \_\_\_\_\_, certify that I am the City Clerk of the City of Evansdale, and that \_\_\_\_\_, who signed said Agreement for and on behalf of the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_\_

City Clerk of Evansdale, Iowa

---

**County Signature Block (County Projects Only)**

This agreement was approved by official action of the (County Name) County Board of Supervisors in official session on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
Chair, County Board of Supervisors

---

IOWA DEPARTMENT OF TRANSPORTATION  
Highway Division

By \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_\_

Robert A. Welper, P.E.  
Local Systems Engineer  
District 2

## EXHIBIT 1

### General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

#### 1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: [http://www.iowadot.gov/local\\_systems/publications/im/lpa\\_ims.htm](http://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm). The Recipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Recipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Recipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. To the extent allowable by law, the Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 49 CFR 18.26, the Recipient is responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S. c. 7501-7507) and Subpart F of 2 CFR 200. Subpart F of 2 CFR 200 stipulates that non-Federal entities expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the Recipient will pay initial project costs and request reimbursement from the Department, the Recipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Recipient shall not report this project on its SEFA.
- f. The Recipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170,
- g. The Recipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
  - i. The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
  - ii. The Recipient shall comply with the requirements of I.M. 3.710, DBE Guidelines.
  - iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this

agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

## **2. Programming and Federal Authorization.**

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Before beginning any work for which Federal funding reimbursement will be requested, the Recipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Recipient shall submit a written request for FHWA authorization to the Department. After reviewing the Recipient's request, the Department will forward the request to the FHWA for authorization and obligation of Federal funds. The Department will notify the Recipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with Federal funds.

## **3. Federal Participation in Work Performed by Recipient Employees.**

- a. If Federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.310, Federal-aid Participation in In-House Services.
- b. If Federal reimbursement will be requested for construction performed by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.810, Federal-aid Construction by Local Agency Forces.
- c. If the Recipient desires to claim indirect costs associated with work performed by its employees, the Recipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 225. Before incurring any indirect costs, such indirect cost rate proposal shall be certified by the FHWA or the Federal agency providing the largest amount of Federal funds to the Recipient.

## **4. Design and Consultant Services**

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.
- b. If the Recipient requests Federal funds for consultant services, the Recipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Recipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.305, Federal-aid Participation in Consultant Costs.

- c. If Preliminary Engineering (PE) work is Federally funded, and if right-of-way acquisition or actual construction of the road is not started by the close of the tenth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay to the Department the amount of Federal funds reimbursed to the Recipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include planning or other activities that are not intended to lead to a construction project. Examples include planning, conceptual, or feasibility studies.

## **5. Environmental Requirements and other Agreements or Permits.**

- a. The Recipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Recipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.105, Concept Statement Instructions, 3.110, Environmental Data Sheet Instructions, 3.112, FHWA Environmental Concurrence Process, and 3.114, Cultural Resource Guidelines.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Recipient shall follow the procedures in I.M. 3.120, Farmland Protection Policy Act Guidelines.
- c. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the procedures in I.M. 3.130, 404 Permit Process, 3.140, Storm Water Permits, 3.150, Highway Improvements in the Vicinity of Airports or Heliports, and 3.160, Asbestos Inspection, Removal and Notification Requirements.
- d. In all contracts entered into by the Recipient, and all subcontracts, in connection with this project that exceed \$100,000, the Recipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Recipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

## **6. Right-of-Way, Railroads and Utilities.**

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.605, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no Federal funds are used for right-of-way activities. The Recipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal funding for right-of-way acquisition, the Recipient shall also obtain FHWA authorization before purchasing any needed right-of-way.
- b. If the project right-of-way is Federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay the amount of Federal funds reimbursed for right-of-way costs to the Department.
- c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.
- d. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Iowa DOT Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration,

adjustment, or removal costs to the Recipient for the project may be eligible for Federal funding reimbursement. The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

- e. If the Recipient desires Federal reimbursement for utility costs, it shall submit a request for FHWA Authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

## **7. Contract Procurement.**

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the Department, the Recipient shall be responsible for the following:
  - i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.505, Check and Final Plans and I.M. 3.510, Check and Final Bridge or Culvert Plans, as applicable.
  - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department
  - iii. Follow the procedures in I.M. 3.730, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to Department.
- c. For projects that are let locally by the Recipient, the Recipient shall follow the procedures in I.M. 3.720, Local Letting Process, Federal-aid.
- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 3.750, Project Development Certifications Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the Department has reviewed and approved the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice the Iowa DOT has concurred in the contract award.

## **8. Construction.**

- a. A full-time employee of the Recipient shall serve as the person in responsible charge of the construction project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.

- d. For projects let locally, the Recipient shall provide materials testing and certifications as required by the approved specifications.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.
- f. The Recipient shall follow the procedures in I.M. 3.805, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

#### **9. Reimbursements.**

- a. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the Federal funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient does exceed the total project costs, the Recipient shall either:
  - 1) in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
  - 2) refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the Recipient.

#### **10. Project Close-out.**

- a. Within 30 days of completion of construction and / or other activities authorized by this agreement, the Recipient shall provide written notification completed pre-audit checklist to the Department. The Recipient shall follow and request a final audit, in accordance with the procedures in I.M. 3.910, Final Review, Audit, and Close-out Procedures for Federal-aid Projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer or architect, as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the Department accepts the project as complete.

- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the Recipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the Department will notify the Recipient of the record retention date.
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

**RESOLUTION 5884**

**RESOLUTION APPROVING APPLICATION FOR TAX ABATEMENT ON IMPROVEMENTS TO EXISTING DWELLING LOCATED AT 617 CENTRAL AVENUE IN THE EVANSDALE REVITALIZATION AREA, IN THE CITY OF EVANSDALE, BLACK HAWK COUNTY, IOWA.**

**WHEREAS**, Jeff Dawson submitted an application dated October 7th, 2015 to the City Council of the City of Evansdale, Iowa, requesting up to 75,000.00 in assessed valuation for property located at 617 Central Avenue, and more fully described as follows:

Auditor Gibbs Plat No. 2, Evans Lot 168.

be exempt for property taxation, and

**WHEREAS**, the length and amount of exemption benefit shall be in accordance with the Evansdale Revitalization Plan as officially adopted by the City Council of the City of Evansdale, Iowa, and

**WHEREAS**, said property is located within the Evansdale Revitalization Area in Evansdale, Iowa, as previously established by the City Council of the City of Evansdale, Iowa, and

**WHEREAS**, the improvements to existing dwelling project regarding said property is in conformance with the Evansdale Revitalization Plan as officially adopted by the City Council for the City of Evansdale, Iowa, and

**WHEREAS**, the improvements on said property were made during the time in which such improvements are eligible for the tax exemption as set forth in the Evansdale Revitalization Plan as adopted by the City Council of the City of Evansdale, Iowa.

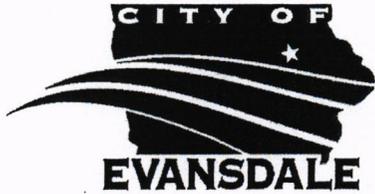
**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Evansdale, Iowa, that said application is hereby approved and the City Clerk is hereby authorized and directed to forward said application and a copy of this resolution to the Black Hawk County Assessor.

**PASSED AND APPROVED THIS 4<sup>TH</sup> DAY OF NOVEMBER 2015.**

**ATTEST:**

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

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



## APPLICATION FOR TAX ABATEMENT UNDER THE URBAN REVITALIZATION PLAN

The Evansdale Urban Revitalization Plan allows property tax exemptions for new construction residential dwellings and certain qualifying improvements to existing residential dwellings. "Residential" dwellings shall include properties assessed as residential or properties assessed as commercial and used as residential multifamily dwellings. In order to apply for tax abatement, the following criteria must be met:

1. Be located with the boundaries of the City of Evansdale
2. The improvements were made during the time the Revitalization Area was designated by ordinance as a revitalization area
3. Application must submitted to the City Clerk on or before February 1, 2016

*NOTE: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.*

Name: Jeff Dawson Address: 507 Morrell Ave. Evansdale

Address of the property being improved or constructed: 617 Central Ave, Evansdale

Legal description (attach if necessary):

Auditor Gibbs Plat No. 2, Evans Lot 168

[Signature]  
Applicants Signature

10-7-15  
Date

319-231-2535  
Phone

**PLEASE FILL OUT THE FOLLOWING SECTION FOR A NEW DWELLING CONSTRUCTION:**

The first \$75,000 of assessed valuation would be exempt from taxation for a period of years depending on total assessed value (see table). All qualified real estate assessed as residential property is eligible to receive an exemption from taxation of 50% of the increased assessed value, not to exceed \$75,000, of the actual value added by the improvements or new construction, for a period of not more than five years. The length of the abatement benefit shall be in accordance with the following schedule:

If Assessed value is in range of:	Number of years to receive exemption:
X 0 - \$199,999	3 years
\$200,000 - \$249,999	4 years
\$250,000 & above	5 years

Date of Occupancy Permit (attach permit) ✓ 9-25-15 Estimated assessed value: \$ \_\_\_\_\_

**PLEASE FILL OUT THE FOLLOWING SECTION FOR IMPROVEMENTS TO EXISTING DWELLING:**

In order to be eligible for tax abatement, the increase in assessed value of the property must be (1) in an amount not less than \$10,000; and (2) result in an increase in the assessed valuation of the property improved of at least 15%. The abatement period will be four (4) years at 50% of the increased assessed value, not to exceed \$75,000 per year.

Describe Improvements:

Siding, windows, Doors, Roof, All Plumbing & Drains, All new electric, New interior sheetrock, new insulation, new HVAC in brief, Stripped this house down to studs and Rebuilt

Date of Building Permit (attach permit) 7-7-15 Estimated project value: \$ 20,000

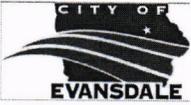
**CITY OF EVANSDALE**

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED (EXPLAIN)	DATED: _____	RES NO.: <u>5884</u>
-----------------------------------	---	--------------	----------------------

**BLACK HAWK COUNTY ASSESSOR**

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED (EXPLAIN): _____
NEW CONSTRUCTION:	_____ ASSESSED VALUE _____ NO. OF YEARS
QUALIFIED IMPROVEMENTS:	_____ ADDED VALUE _____ NO. OF YEARS
_____ <i>T.J. Koenigsfeld,</i> <i>Black Hawk County Assessor</i>	

# BUILDING PERMIT



PERMIT NO.: 15-181

City of EVANSDALE  
123 N Evans Road  
EVANSDALE ,IA 50707  
319-232-6683

Date: 7/7/15 Expires: 12/28/1801

Issued To: DAWSON, JEFF

Location: 617 CENTRAL AVE

Lot No.: Block No.: Addition:

Type of Construction: REMODEL

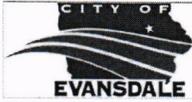
Level:

Contractor

Value: \$19,000.01 TO \$20,000.00 Permit Fee: \$321.00

Permit Issued By: KOBLISKA, DEANNE

Inspected By: Date Inspected: / / Passed: 0 Failed: 0



**OCCUPANCY CERTIFICATE**  
**CITY OF EVANSDALE**

**THIS IS TO CERTIFY THAT THE STRUCTURE LOCATED AT**

**617 CENTRAL AVE**

**WAS COMPLETED ON 09/25/2015**

**HAS PASSED ALL REQUIRED INSPECTIONS,  
AND IS CLEARED FOR OCCUPANCY**

*Brian Wirtz*

**CITY OF EVANSDALE**

**Inspected By: BRIAN WIRTZ**

BLACK HAWK COUNTY REAL ESTATE ASSESSMENT AND TAX INFORMATION							
<b>Parcel ID</b>		<b>Deed Holder</b>		<b>Tax Mail to Address</b>			
8912-32-377-015		KETTWIG, RONALD KETTWIG, MARY J		KETTWIG, RONALD KETTWIG, MARY J 721 TIMBER OAK RD EVANSDALE, IA 50707-0000			
<b>PDF No.</b>	<b>Map Area</b>	<b>Contract Buyer</b>					
1	EVANSDALE-00						
<b>Property Address</b>				<b>Current Recorded Transfer</b>			
617 CENTRAL AV EVANSDALE, IA 50707-0000				<b>Date Drawn</b>	<b>Date Filed</b>	<b>Recorded Document</b>	<b>Type</b>
				1/12/2001	1/22/2001	CLD 676969	D

SALES			BUILDING PERMIT			
Date	Amount	NUTC / Type	Date	Number	Amount	Reason
4/15/1994	26,500	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09 / Deed	8/13/2007	EV 0122	650	Garage
6/1/1990	9,000	TRANSFER OF PARTIAL INTEREST - PRIOR 09 / Deed				

ASSESSED VALUES/CREDITS

Year		Class					
2015		R					
100% Value	Land	Multi-Residential Land	Dwelling	Building	Total	Acres	
	13,200	0	44,340	0	57,540	0	
Taxable Value	Land	Multi-Residential Land	Dwelling	Building	Total		
	13,200	0	44,340	0	57,540		

Year		Class					
2014		R					
100% Value	Land	Multi-Residential Land	Dwelling	Building	Total	Acres	
	13,200	0	41,880	0	55,080	0	
Taxable Value	Land	Multi-Residential Land	Dwelling	Building	Total		
	7,357	0	23,341	0	30,698		

Year		Class					
2013		R					
100% Value	Land	Multi-Residential Land	Dwelling	Building	Total	Acres	
	13,200	0	41,880	0	55,080	0	
Taxable Value	Land	Multi-Residential Land	Dwelling	Building	Total		
	7,181	0	22,783	0	29,964		

TAX INFORMATION ASSESSMENT YEAR 2014 PAYABLE 2015/2016						
<b>Tax District</b>	390531 - EVANSDALE-WATERLOO-HOME AC TIF					
	<b>Gross Value</b>	<b>Taxable Value</b>	<b>Military Exemption</b>	<b>Levy Rate</b>	<b>Gross Tax</b>	<b>Net Tax</b>
Corp	55,080	30,698	0	30.71389	\$942.85	\$942.00
Nocorp	0	0	0	0	\$0.00	
	<b>Homestead Credit</b>	<b>Disabled Veteran Credit</b>	<b>Property Tax Relief Credit</b>	<b>Ag Credit</b>	<b>Business Property Tax Credit</b>	
Corp	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

<b>Nocorp</b>		\$0.00	
---------------	--	--------	--

**LEGAL**

AUDITOR GIBBS PLAT NO 2 EVANS LOT 168
---------------------------------------

**LAND**

Basis	Front	Rear	Side 1	Side 2	Lot	Area	Acres
Front Foot	60	60	193	193	0	11580	0.266
<b>Totals:</b>						<b>11580</b>	<b>0.266</b>

**DWELLING CHARACTERISTICS**

<b>Type</b>		<b>Style</b>		<b>Total Living Area</b>	
Single-Family / Owner Occupied		1 Story Frame		576	
<b>Year Built</b>	<b>Area</b>	<b>Heat</b>	<b>AC</b>	<b>Attic</b>	
1948	576	Yes	No	None	
<b>Total Rooms Above</b>		<b>Total Rooms Below</b>		<b>Bedrooms Above</b>	
4		0		2	
<b>Basement</b>		<b>Basement Finished Area</b>		<b>No Basement Floor</b>	
Full		0		0	
<b>Foundation</b>			<b>Flooring</b>		
C Blk			Carp / Tile		
<b>Exterior Walls</b>			<b>Interior Finish</b>		
Alum			Plas		
<b>Roof</b>					
Asph / Gable					
<b>Non-Base Heating</b>	<b>Floor/Wall</b>	<b>Pipeless</b>	<b>Handfired</b>	<b>Space Heaters</b>	
0					
<b>Plumbing</b>	1 Full Bath				

**GARAGES**

**BASEMENT STALLS**

Year Built	Style	Width	Length	Area	Basement	Qtrs Over	Area	AC
1968	Det Frame	16	26	416	0	None	0	0

None

<b>Entry Status: Estimated</b>
--------------------------------

**RESOLUTION 5885**

**RESOLUTION APPROVING APPLICATION FOR TAX ABATEMENT ON NEWLY CONSTRUCTED DWELLING LOCATED AT 618 DODGE STREET IN THE EVANSDALE REVITALIZATION AREA, IN THE CITY OF EVANSDALE, BLACK HAWK COUNTY, IOWA.**

**WHEREAS**, Catherine A. Bullen submitted an application dated October 23, 2015 to the City Council of the City of Evansdale, Iowa, requesting up to 75,000.00 in assessed valuation for property located at 618 Dodge Street, and more fully described as follows:

Unit 618 and the undivided percentage interest in the common Elements appurtenant to said unit pursuant to that one certain Declaration of Horizontal Property Regime for Community Life Condominiums, filed March 20, 2012, as Doc. No. 2012-00017222", as the same may be amended; said real estate being situated on Parcel "D" of Plat of Survey filed as Doc. #2011-16835, being part of Lots 28, 29, and 30 in "Auditor Barnes' Plat No. 12, in Black Hawk County, Iowa."

be exempt for property taxation, and

**WHEREAS**, the length and amount of exemption benefit shall be in accordance with the Evansdale Revitalization Plan as officially adopted by the City Council of the City of Evansdale, Iowa, and

**WHEREAS**, said property is located within the Evansdale Revitalization Area in Evansdale, Iowa, as previously established by the City Council of the City of Evansdale, Iowa, and

**WHEREAS**, the new residential construction project regarding said property is in conformance with the Evansdale Revitalization Plan as officially adopted by the City Council for the City of Evansdale, Iowa, and

**WHEREAS**, the new residential construction on said property were made during the time in which such improvements are eligible for the tax exemption as set forth in the Evansdale Revitalization Plan as adopted by the City Council of the City of Evansdale, Iowa.

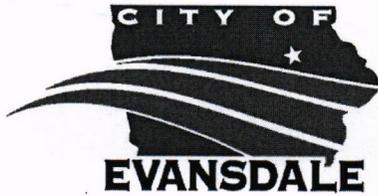
**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Evansdale, Iowa, that said application is hereby approved and the City Clerk is hereby authorized and directed to forward said application and a copy of this resolution to the Black Hawk County Assessor.

**PASSED AND APPROVED THIS 4<sup>TH</sup> DAY OF NOVEMBER 2015.**

**ATTEST:**

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

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



## APPLICATION FOR TAX ABATEMENT UNDER THE URBAN REVITALIZATION PLAN

The Evansdale Urban Revitalization Plan allows property tax exemptions for new construction residential dwellings and certain qualifying improvements to existing residential dwellings. "Residential" dwellings shall include properties assessed as residential or properties assessed as commercial and used as residential multifamily dwellings. In order to apply for tax abatement, the following criteria must be met:

1. Be located with the boundaries of the City of Evansdale
2. The improvements were made during the time the Revitalization Area was designated by ordinance as a revitalization area
3. Application must submitted to the City Clerk on or before February 1, 2016

*NOTE: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.*

Name: Catherine A. Bullen Address: 618 Dodge St. Evansdale IA 50707

Address of the property being improved or constructed: 618 Dodge St. Evansdale IA 50707

Legal description (attach if necessary):

See attached sheets.

Catherine A. Bullen 10/23/15  
Applicants Signature Date

(319) 232-9448  
Phone

**PLEASE FILL OUT THE FOLLOWING SECTION FOR A NEW DWELLING CONSTRUCTION:**

The first \$75,000 of assessed valuation would be exempt from taxation for a period of years depending on total assessed value (see table). All qualified real estate assessed as residential property is eligible to receive an exemption from taxation of 50% of the increased assessed value, not to exceed \$75,000, of the actual value added by the improvements or new construction, for a period of not more than five years. The length of the abatement benefit shall be in accordance with the following schedule:

If Assessed value is in range of:	Number of years to receive exemption:
0 - \$199,999	3 years
\$200,000 - \$249,999	4 years
\$250,000 & above	5 years

Date of Occupancy Permit (attach permit) 10/13/15 Estimated assessed value: \$ 135-200,000

**PLEASE FILL OUT THE FOLLOWING SECTION FOR IMPROVEMENTS TO EXISTING DWELLING:**

In order to be eligible for tax abatement, the increase in assessed value of the property must be (1) in an amount not less than \$10,000; and (2) result in an increase in the assessed valuation of the property improved of at least 15%. The abatement period will be four (4) years at 50% of the increased assessed value, not to exceed \$75,000 per year.

Describe Improvements:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Building Permit (attach permit) 4/28/15 Estimated project value: \$ 135,000

**CITY OF EVANSDALE**

APPROVED  DENIED (EXPLAIN)      DATED: \_\_\_\_\_      RES NO.: 5885

**BLACK HAWK COUNTY ASSESSOR**

APPROVED  DENIED (EXPLAIN): \_\_\_\_\_

NEW CONSTRUCTION: \_\_\_\_\_ ASSESSED VALUE \_\_\_\_\_ NO. OF YEARS

QUALIFIED IMPROVEMENTS: \_\_\_\_\_ ADDED VALUE \_\_\_\_\_ NO. OF YEARS

\_\_\_\_\_  
**T.J. Koenigsfeld,**  
**Black Hawk County Assessor**

# BUILDING PERMIT



PERMIT NO.: 15-88

City of EVANSDALE  
123 N Evans Road  
EVANSDALE ,IA 50707  
319-232-6683

Date: 04/28/2015 Expires: 04/27/2016  
Issued To: EVANSDALE COM DEV  
Location: 618 DODGE ST  
Lot No.: Block No.: Addition:

Type of Construction: NEW HOME

Level:

Contractor EVANSDALE COM DEV

Value: \$135,000.00 TO

Permit Fee: \$1,190.00

Permit Issued By: REUTER, RICK

Inspected By:

Date Inspected: / /

Passed: 0 Failed: 0

# PERMIT FOR PLUMBING



Permit No.: 15-104

City of EVANSDALE  
123 N Evans Road  
EVANSDALE ,IA 50707  
319-232-6683

Date Issued: 05/08/2015 Expires: 05/07/2016  
Owner: KETWIG, RON  
Location: 618 DODGE ST  
Contractor: AL GORDON PLUMBING AND HEATING

Item	No.	Cost	Total	Item	No.	Cost	Total
Water Closets	3	\$8.75	\$26.25				
Sinks	1	\$8.75	\$8.75				
Bath	3	\$8.75	\$26.25				
Lavatories	3	\$8.75	\$26.25				
cellar drain	1	\$8.75	\$8.75				
WATERHEATER	1	\$8.75	\$8.75				
sump pump	1	\$8.75	\$8.75				
disposal	1	\$8.75	\$8.75				

## Comments

Permit Issue Fee: \$22.00

Total Fee's: \$144.50

Permit Issued By: REUTER, RICK

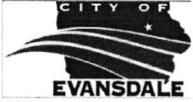
Inspected By:

Date Inspected: / /

Passed:

Failed:

# PERMIT FOR ELECTRIC



Permit No.: 15-191

City of EVANSDALE  
123 N Evans Road  
EVANSDALE ,IA 50707  
319-232-6683

Date Issued: / / Expires: 12/28/1801

Owner: EVANSDALE ECONOMIC DEVELMEN'

Location: 618 DODGE ST.

Contractor: KING ELECTRIC

Item	No.	Cost	Total	Item	No.	Cost	Total
LIGHT OUTLET-20	15	\$1.00	\$15.00	SWITCH-20	15	\$1.00	\$15.00
RECEPTACLE-OVER 20	55	\$0.65	\$35.75	SERVICE TO 200 AMP	1	\$27.25	\$27.25
fixtures	20	\$1.00	\$20.00	water heaters	1	\$4.25	\$4.25
dishwasher	1	\$4.25	\$4.25	dryer	1	\$4.25	\$4.25
range	1	\$4.25	\$4.25	air cond.	1	\$4.25	\$4.25

Permit Issue Fee: \$22.00

Total Fee's: \$156.25

Permit Issued By:

Inspected By:

Date Inspected: / /

Passed:

Failed:



**OCCUPANCY CERTIFICATE**  
**CITY OF EVANSDALE**

**THIS IS TO CERTIFY THAT THE STRUCTURE LOCATED AT**

**618 DODGE ST**

**WAS COMPLETED ON 10/13/2015**

**HAS PASSED ALL REQUIRED INSPECTIONS,  
AND IS CLEARED FOR OCCUPANCY**

*Brian Wirtz*

**CITY OF EVANSDALE**

**Inspected By: BRIAN WIRTZ**

  
CRONIN, SKILTON & SKILTON

Attorneys At Law  
www.csskiltonlaw.com

David H. Skilton  
Christine B. Skilton

(A Professional Limited Liability Company)

John R. Cronin  
(1910-1996)

October 21, 2015

Catherine Bullen  
117 Carrington Avenue  
Waterloo, IA 50701

RE: Preliminary Title Opinion – 618 Dodge Street, Evansdale, Iowa

Dear Ms. Bullen:

I have examined abstract of title number 133992 in one part purporting to cover the following described real estate, to-wit:

Unit 618 and the undivided percentage interest in the common Elements appurtenant to said unit pursuant to that one certain Declaration of Horizontal Property Regime for Community Life Condominiums, filed March 20, 2012, as Doc. No. 2012-00017222, as the same may be amended; said real estate being situated on Parcel "D" of Plat of Survey filed as Doc. #2011-16835, being part of Lots 28, 29, and 30 in "Auditor Barnes' Plat No. 12, in Black Hawk County, Iowa."

and in my opinion, find the condition of title as follows:

1. The abstract was prepared pursuant to the provisions of the Iowa Marketable Title Act and was last certified to September 28, 2015, at 8:00 o'clock a.m., and the examination was made accordingly.

2. The roots of title are shown by the Special Warranty Deed recorded February 16, 1950, and the Warranty Deeds recorded March 19, 1954, and December 27, 1972, as shown at entries 1, 2, and 5, respectively.

3. As shown at entry 8, the Waterloo Community School District conveyed the subject real estate to Evansdale Economic Development Corporation by Warranty Deed recorded January 20, 2010. The Deed contained a reversionary clause removed by the filing of a Quit Claim Deed on April 12, 2011, regarding the subject real estate, as shown at entry 10.

205 Brasher Street, P.O. Box 39  
Nashua, IA 50658-0039  
Phone (641) 435-2462  
Fax (641) 435-2463

1614 S. Grand Avenue  
Charles City, IA 50616  
Phone (641) 228-3318  
Fax (641) 228-3578

**RESOLUTION 5886**

**RESOLUTION APPROVING REQUEST FOR PROPOSALS FOR OWNER OCCUPIED HOUSING REHABILITATION TECHNICAL SERVICES; AND SETTING DATE OF PUBLIC HEARING AND LETTING; AND AUTHORIZING CITY CLERK TO ADVERTISE FOR BIDS FOR SAID PROJECT:**

**WHEREAS**, the City of Evansdale has the Community Development Owner Occupied Housing Rehabilitation Contract with the Iowa Economic Development Authority in the city of Evansdale; and

**WHEREAS**, the City of Evansdale requires technical services for the Community Development Block Grant awarded to the City of Evansdale to rehabilitate eight (8) existing, owner-occupied homes;

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Evansdale hereby approves Request for Proposals for Owner Occupied Housing Rehabilitation Technical Services; and setting date of bid letting for November 20, 2015 at 10:00 a.m. and of public hearing December 1, 2015 at 6:00 p.m.; and authorizing City Clerk to advertise for bids for said project.

**BE IT FURTHER RESOLVED**, by the City Council of the City of Evansdale that bid letting for the project be set for 10:00 AM on Friday, November 20, 2015 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 on Tuesday, December 1, 2015 at City Hall for public comment regarding the project, 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 Mayor Doug Faas (or his designated representative) is authorized to sign contract documents related to the construction of the projects and conduct of the work on behalf of the City of Evansdale.

**PASSED AND APPROVED THIS 4<sup>TH</sup> DAY OF NOVEMBER 2015.**

**ATTEST:**

---

**Doug Faas, Mayor**

---

**DeAnne Kobliska, City Clerk**

**REQUEST FOR PROPOSALS  
FOR OWNER OCCUPIED HOUSING REHABILITATION  
TECHNICAL SERVICES  
CITY OF EVANSDALE, IOWA**

**1.0 General Information**

- 1.1 The purpose of this Request for Proposals is to solicit proposals to provide technical services for the Community Development Block Grant awarded to the City of Evansdale to rehabilitate eight (8) existing, owner-occupied homes. Complete technical services specifications are in Attachment A.
- 1.2 The services will commence immediately upon award and shall be completed by July 31, 2018, unless an extension is approved by the City and the Iowa Economic Development Authority.
- 1.3 It is entirely the respondent's responsibility to examine this RFP, and to submit a proposal in a timely, complete, and procedurally correct manner.

**2.0 Method of Payment**

- 2.1 The contract amount is \$44,000 for eight (8) completed projects. Partial payments may be made based on a schedule agreed upon by both the respondent and the City. The above amount includes \$8,000 of grant dollars allotted for providing relocation costs for homeowners who need to be temporarily relocated due to lead base paint issues.

**3.0 Instructions to Respondents**

- 3.1 Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the services specified in this RFP apply.
- 3.2 The respondent shall pay for all materials, labor, tools and equipment, transportation, and all other services and facilities necessary to execute, complete, and deliver the work.
- 3.3 The City may order extra work or make changes to the work specifications without invalidating the contract. The contract amount may be adjusted accordingly and the value of such extra work shall be agreed upon by the respondent and the City.
- 3.4 The respondent must include the following items to clearly show ability of respondent to meet the work specification.
  - (a) Business or individual name of respondent;
  - (b) Federal tax identification or social security number of the respondent;

- (c) Legal status of the respondent;
- (d) Length of time the respondent has worked with similar housing programs;
- (e) Name and experience/qualifications of individuals employed by the respondent;
- (f) Copy of Sampling Technician certificate for all individuals working on the project or a listing of their certification number;
- (g) Office address and telephone number of the respondent;
- (h) Name and telephone number of the individual employed by the respondent who will be responsible for day- to- day operations;
- (i) Any outstanding litigation that may threaten the viability of the respondent, as well as the frequency and types of litigation for the past five years involving the respondent.
- (j) A list of all subcontractors the respondent proposes to use and the amount of work to be performed directly by the respondent and each subcontractor shall be submitted.
- (k) Provide a list of Housing Fund/CDBG single family owner-occupied programs in which both Technical Services and Technical Services Provisions were provided over at least the past five (5) years.
- (l) Explain familiarity with the City, the pre-applicants and the application process.
- (m) Any additional information the respondent believes should be part of the proposal.

**4.0 Time Schedule**

- 11/5/15** Notice mailed to known Clearing Houses.
- Week of 11/5/15** RFP published in the Newspaper
- 11/20/15** Deadline for RFP - 9:59 a.m. - at City Hall. Proposals will be opened at 10:00 a.m. - November 20, 2015 at the City Hall
- 12/01/15** Award at December 1, 2015 Council Meeting.

## **5.0 RFP Mailing Address**

Proposals to be considered by the City should be mailed or delivered to:

City Clerk  
City of Evansdale  
123 N. Evans Rd.  
Evansdale, Iowa 50707

## **6.0 Questions about this RFP**

Questions regarding this RFP may be directed to the City Clerk *at* the address listed in section 5.0. Questions must be submitted in writing and received by November 13, 2015. A written response will be provided to all known potential respondents.

## **7.0 Other RFP Provisions**

- 7.1 A respondent shall not collude, consult, communicate, or agree with any other respondent to this RFP as to any matter relating to the proposal.
- 7.2 The costs related to the development and submission of a proposal are the full responsibility of the respondent and are not chargeable to the City.

## **8.0 Submission of Proposals**

- 8.1 One (1) copy of the proposal shall be submitted under sealed cover and must be received at the address provided in Section-5.0 no later than **9:59 AM – NOVEMBER 20, 2015.**
- 8.2 Any proposal received after this date and time will be rejected and returned unopened to the respondent. The outside cover of the RFP shall be marked:  
  
City of Evansdale Housing Program Technical Services Proposal
- 8.3 Amendments to a proposal will not be accepted after the time and date specified for the receipt of proposals in Section 8.1
- 8.4 A respondent may withdraw a proposal by written notice on or before the exact time and date specified for the receipt of proposals in Section 8.1. Notice must be submitted to the address provided in Section 5.0

## **9.0 Rejection of Proposals**

- 9.1 The City may reject proposals, which do not conform to the requirements of this RFP. Proposals shall be rejected for reasons, which include, but are not limited to:
- (a) The proposal contains unauthorized amendments, either additions or deletions, to the requirements of this RFP;
  - (b) The proposal is conditional;
  - (c) The proposal is received late;
  - (d) The proposal is not signed by an authorized representative of the respondent;
  - (e) The respondent is not authorized to conduct business in Iowa;
  - (f) The proposal contains false or misleading statements or provides references that do not support an attribute, capability, assertion, or condition claimed by the respondent.

## **10.0 Proposal Evaluation**

- 10.1 The City will award a contract to the most responsive, responsible respondent for the total project. The evaluation criteria, listed from high to low, will include, but is not limited to, the following:

- Respondent's experience and qualifications
- Respondent's familiarity with the City and the pre-application process
- Ability to manage the project
- Geographic location
- Respondent's ability to complete projects in a timely manner
- Respondent is a MBE/WBE
- Respondent is not on a state or federal debarred or suspended list
- Respondent meets all required certifications, training, and experience

The City will use the evaluation system outlined in Attachment (B) to determine the respondent who will be awarded the contract.

## **11.0 Contract Terms**

- 11.1 The City, after determining the successful respondent, shall forward a contract to the successful respondent for execution. The contract shall be written in accordance with all requirements of Iowa law.

## ATTACHMENT A

### WORK SPECIFICATIONS FOR TECHNICAL SERVICES

The minimum service expectations for this project are noted below:

1. Prepare application materials, process individual applications, and verify income and all other eligibility criteria for each applicant according to the Iowa Economic Development Authority's 2015 Housing Management Guide.
2. Perform initial inspections to determine what work items are needed to comply with HUD Lead Based Paint standards and Iowa Minimum Housing Rehabilitation Standards.
3. Prepare work specifications and descriptions for public bidding that are within the program budgetary limits. Identify the lead base paint and rehabilitation items for the specifications.
4. Prepare and post as legal notice the Notice to Bid in the local newspaper. Notify the MBE & WBE as listed in the IEDA Housing Management Guide.
5. Conduct pre-bid meeting and issue any addendums.
6. Mail out public bid materials to interested contractors and plan rooms.
7. Prepare line item cost estimates.
8. Prepare any necessary change orders, including cost estimates for the changes.
9. Prepare construction contracts and obtain necessary signatures.
10. Perform ongoing quality control inspections during the construction and keep written notes in the project file. Ensure that the contractor provides quality work and that the homeowner is pleased with the outcome.
11. Receive necessary lien waivers and ensure that they are accurate.
12. Provide lead based paint notices to homeowners and educate homeowners on lead base paint issues and relocation requirements.
13. Work with the homeowners on meeting the lead base paint requirements.
14. Ensure that the contractor complies with lead base paint Safe Work Practices.
15. Perform lead based paint clearance testing and provide certified lab results.
16. Prepare contractor and subcontractor Iowa Economic Development Authority eligibility forms.
17. Perform Section 106 Clearance process with State Historical Society of Iowa. Ensure that work fully complies with these expectations. Provide copy of clearance notice and other necessary documentation to IEDA.
18. Process, enter, and download all documentation to [www.iowagrants.gov](http://www.iowagrants.gov) necessary for but not limited to items like claims and paperwork needed for the State Historical Society of Iowa.
19. Provide information on expenditures by unit for IEDA status reports.
20. Manage dispute resolution as identified in City's Administrative Plan.
21. Prepare, execute, and file promissory note on the participating properties.
22. Retain all records for at least 5 years following project completion.
23. Communicate with City and IEDA grant administrator about the status of the projects.
24. Assume responsibility for finding suitable relocation facilities for homeowners and administer payment of all relocation expenses.

#### Required Certifications/Training/Experience

1. Must be certified as a Sampling Technician with the Iowa Department of Public Health.
2. Must have complete understanding of Iowa's Minimum Housing Rehabilitation Standards.
3. Must be a Notary Public
4. Must have a minimum of 1 year experience with similar housing programs.

**ATTACHMENT (B)**

**CITY OF EVANSDALE, IOWA  
HOUSING REHABILITATION TECHNICAL SERVICES  
RESPONDENT RATING TOOL**

FIRM NAME:					
Item 1					
Item 2					
Item 3					
Item 4					
Item 5					
Item 6					
Item 7					
Item 8					
Total Score					

(Score each applicant from 0-3, with 3 being the highest score for each item)

1. Past experience with similar IEDA CDBG Housing Rehabilitation Programs
2. Familiarity with the City and the pre-application process
3. Availability of staff and ability to manage the project
4. Ability to complete projects in a timely manner
5. Geographical location
6. MBE/WBE, small and/or Section 3 contractor
7. Respondent is not on a state or federal debarred or suspended list
8. Respondent meets all required certifications, training, and experience

**RESOLUTION 5887**

**RESOLUTION SUPPORTING THE FORMATION OF THE MIDDLE CEDAR WATERSHED MANAGEMENT AUTHORITY.**

**WHEREAS**, Iowa lawmakers passed legislation authorizing the creation of a Watershed Management Authority, and

**WHEREAS**, a Watershed Management Authority (WMA) is a mechanism for cities, counties, Soil and Water Conservation Districts (SWCD) and stakeholders to cooperatively engage in watershed planning and management, and

**WHEREAS**, the City of Evansdale is located in the Middle Cedar Watershed, and

**WHEREAS**, a Watershed Management Authority must be formed by an intergovernmental 28E agreement between other cities, counties and Soil and Water Conservation Districts within the watershed, and

**WHEREAS**, a Watershed Management Authority will assess and reduce flood risk; assess and improve water quality; monitor federal flood risk planning and activities; educate residents of the watershed and allocate moneys made available to the WMA for purposes of water quality and flood mitigation.

**WHEREAS**, the City Council of the City of Evansdale, Iowa, deems it in the best interest to support the formation of the Middle Cedar Watershed Management Authority.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Evansdale, Iowa, that the City of Evansdale supports the formation of the Middle Cedar Watershed Management Authority.

**PASSED AND APPROVED THIS 4<sup>TH</sup> DAY OF NOVEMBER 2015.**

**ATTEST:**

---

**Doug Faas, Mayor**

---

**DeAnne Kobliska, City Clerk**

**RESOLUTION 5888**

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT-DEVELOPMENT WITH THE IOWA DEPARTMENT OF NATURAL RESOURCES FOR THE MEYERS LAKE SHORELINE REHABILITATION PROJECT.**

**WHEREAS**, the City of Evansdale has received a Resource Enhancement and Protection (REAP) Grant, in the amount of \$75,000 from the Iowa Department of Natural Resources for the Meyers Lake Shoreline Rehabilitation Project, and

**WHEREAS**, the City Council of the City of Evansdale, Iowa, has considered, approved, and authorized the application for said grant REAP funds for the Meyers Lake Shoreline Rehabilitation Project, and

**WHEREAS**, the City Council of the City of Evansdale, Iowa, deems it in the best interest of the City of Evansdale, Iowa, to authorize execution of said Grant Agreement-Development.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Evansdale, Iowa that said Grant Agreement-Development with the Iowa Department of Natural Resources is hereby approved and the Mayor is hereby authorized to execute said agreement on behalf of the City of Evansdale, Iowa.

**PASSED AND APPROVED THIS 4<sup>TH</sup> DAY OF NOVEMBER 2015.**

**ATTEST:**

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

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



# STATE OF IOWA

TERRY E. BRANSTAD, GOVERNOR  
KIM REYNOLDS, LT. GOVERNOR

DEPARTMENT OF NATURAL RESOURCES  
CHUCK GIPP, DIRECTOR

October 27, 2015

CITY OF EVANSDALE  
DOUG FAAS  
123 NORTH EVANS ROAD  
EVANSDALE, IA 50707

Re: REAP Grant # 16-R4-CL, MEYERS LAKE SHORELINE REHABILITATION

Dear DOUG FAAS:

Congratulations! Attached please find your organizations Grant Agreement for your Resource Enhancement and Protection (REAP) grant awarded by the Department of Natural Resources (DNR). Please carefully review the grant agreement, print, sign, and return to my attention. A signed copy will be returned to you.

Please start a folder to place all grant and expense documentation in. State rules and regulations included with the application and pertaining to the REAP program effectively become part of the grant agreement.

If you have any questions, please contact me at 515-725-8213.

Sincerely,

*Kathleen Moench*

Kathleen Moench  
Budget and Finance Bureau

Enclosures

IOWA DEPARTMENT OF NATURAL RESOURCES  
502 E. 9<sup>TH</sup> STREET DES MOINES, IA 50319

RESOURCE ENHANCEMENT AND PROTECTION FUND  
GRANT AGREEMENT-DEVELOPMENT

GRANTEE: CITY OF EVANSDALE  
PROJECT TITLE: MEYERS LAKE SHORELINE REHABILITATION  
CONTACT PERSON/PHONE #: DOUG FAAS 319-232-6683  
GRANT AWARD: \$75000.00  
DNR CONTACT/PHONE #: Kathleen Moench 515-725-8213

1. **PURPOSE.** The purpose of this REAP Development Grant Agreement is to enable the Iowa Department of Natural Resources (DNR), acting for the State of Iowa, to assist the **CITY OF EVANSDALE** (Grantee) in the development of land for the enhancement and protection of open space areas.
2. **PARTIES/AUTHORITY.** The parties to this Grant Agreement are the DNR, an agency of the State of Iowa, and the **CITY OF EVANSDALE**. The parties make this Grant Agreement pursuant to 1989 Iowa Code Supplement Section 455A.19(1)(a), which authorizes the Natural Resource Commission to spend certain state funds appropriated for projects to enhance and protect open spaces.
3. **GENERAL DESCRIPTION OF PROJECT LANDS.** This Grant Agreement is for your project described as:

**SHORELINE CLEAN UP AND REHABILITATION ALONG THE NORTH SIDE OF MEYER LAKE AND CONSTRUCTION OF A RETAINING WALL AROUND ANGELS PARK BRIDGE, LOCATED IN EXCHANGE PARK, ELMER AVENUE, EVANSDALE, BLACK HAWK COUNTY, IOWA.**

4. **GRANT AWARD AND REIMBURSEMENTS.** The DNR will provide 100 percent of **development** costs up to a maximum amount of **\$75000.00**.

- A. A ninety (90) percent advance reimbursement of the grant award may be requested by submitting a letter of request to:

Kathleen Moench, Budget & Grants Bureau,  
Iowa Department of Natural Resources  
502 E. 9<sup>th</sup> Street  
Des Moines, Iowa 50319

- B. **Final** payment will be made when the project is completed and the grantee submits a letter of request along with the following grant requirements:

- a legal description of the property for the required Notice of Use Restriction;
- pictures of the completed project;
- copies of billings and canceled checks for 100 percent of the grant award;
- contracted development work requires; a copy of the signed contract, pay estimates, and contractor's reimbursement Refund of Sales Tax;
- final report, to include a description of the completed project and efforts made to procure goods and services from Targeted Small Businesses (TSBs).

5. **RESPONSIBILITIES.** The grantee is solely responsible for the project completion as outlined in the project proposal. The grantee will make a concerted effort to procure goods and services from Targeted Small Businesses (TSBs) during the performance of this Grant Agreement. The DNR may provide assistance at the request of the grantee, or at the Director's recommendation.
6. **AMENDMENTS.** This Grant Agreement may be amended only by written ADDENDA signed and dated by the DNR Director or the DNR REAP coordinator. Requests for amendments shall be directed to the DNR REAP coordinator.
7. **EFFECTIVE DATE/TERMINATION.** This Grant Agreement shall become effective when it has been signed and dated by the DNR Director and the grantee. All work specified in the project proposal will be completed by **DECEMBER 31, 2017**.
8. **AVAILABILITY OF FUNDS:** If funds anticipated for the continued fulfillment of this agreement are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds, or discontinuance or material alteration of the program under which funds were provided, then the Department shall have the right to terminate the agreement without penalty.
9. **By signing this Grant Agreement, the grantee agrees to the terms and conditions set forth in this agreement and all attachments listed below:**
  - the REAP “General Provisions” (State Administrative Rules from your application);

---

Date

---

Bruce Trautman, Deputy Director  
Iowa Department of Natural Resources

---

EVANSDALECLERK@MCHSI.COM  
Email Address

---

Grantee Signature, Mayor or County Board Director

---

Print Name, Mayor or County Board Director



**RESOLUTION 5889**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, AUTHORIZING PAYMENT #1 TO PETERSON CONTRACTORS, INC. IN THE AMOUNT OF \$157,321.43 FOR THE NORMA AVENUE EXTENSION PROJECT.**

**WHEREAS**, the City entered into a contract with Peterson Contractors, Inc. for the Norma Avenue Extension Project; and

**WHEREAS**, the City's Engineer, Jerry Shoff has reviewed the construction progress through October 28, 2015 and recommends payment to Peterson Contractors, Inc.

Request attached

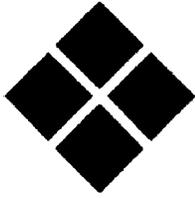
**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Evansdale, Iowa, that pay application #1 in the amount of \$157,321.43 hereby authorized to be issued for the Norma Avenue Extension Project.

**PASSED AND ADOPTED THIS 4<sup>TH</sup> DAY OF NOVEMBER 2015.**

**ATTEST:**

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

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



## SHOFF CONSULTING ENGINEERS, LC

5106 Nordic Drive  
Cedar Falls, Iowa 50613-6967

- Civil • Environmental • Wastewater • Municipal • Water •
- Industrial • Structural • Construction Management • Transportation •
- Electrical • Land Surveying • Land Development • Insurance Claim Investigation •

Phone: (319) 266-0258  
Fax: (319) 266-1515

October 29, 2015

MEMO TO: Mayor Doug Faas and City Council  
City of Evansdale  
123 N Evans Rd.  
Evansdale, Iowa 50707

ATTENTION: DeAnne Kobliska, City Clerk

SUBJECT: **Recommendation for Progress Payment No. 1  
Norma Ave. Extension**

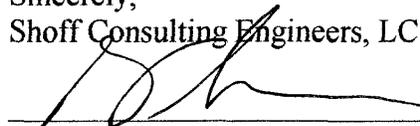
CONTRACTOR: Peterson Contractors, Inc  
104 Blackhawk St.  
PO Box A  
Reinbeck, IA 50669

We have reviewed the construction progress of Peterson Contractors, Inc. on the Norma Ave. Extension Project. The attached Payment No. 1 tabulation of project quantities is an accurate accounting of work completed through October 28<sup>th</sup>, 2015. We recommend payment to Peterson Contractors, Inc as follows:

Contract Amount	\$ 220,501.00
Work completed through October 28 <sup>th</sup> , 2015	\$ 165,601.50
Less 5% retainage	<u>(8,280.08)</u>
<b>Amount due for Progress Payment No. 1</b>	<b>\$ 157,321.43</b>

Please call us if there are any questions.

Sincerely,  
Shoff Consulting Engineers, LC

  
Ryan Fischer, Field Engineer

cc: Peterson Contractors, Inc.

REQUEST NO.: 01  
 FOR WORK THROUGH: 10/28/2015  
 ORIGINAL CONTRACT AMOUNT: \$220,501.00  
 CONTRACTOR: PETERSON CONTRACTORS, INC  
 SHOFF PROJECT NO. 943  
 PROJECT NAME: NORMA AVE. EXTENSION PROJECT



**SHOFF CONSULTING ENGINEERS, L. C.**

5106 Nordic Drive,  
 Cedar Falls, Iowa 50613

• Civil • Environmental • Wastewater • Municipal • Water •  
 • Industrial • Structural • Construction Management • Transportation •  
 • Electrical • Land Surveying • Land Development • Insurance Claim Investigation •

Phone: (319) 266-0258  
 Fax: (319) 266-1515 jshoff@shoffengineering.com

DIVISION 1 - GRADING AND PAVING CONSTRUCTION					UNITS INST.	UNIT PRICE	EXTEND PRICE	% DONE
ITEM #	DESCRIPTION	UNITS	EST. QTY.	TO DATE				
1	SAFETY CLOSURES	EA	3.0	2.0		\$250.00	\$ 500.00	67%
2	CLEAR AND GRUB	LS	1.0	1.0		\$ 5,000.00	\$ 5,000.00	100%
3	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	1,250.0	1,250.0		\$ 6.00	\$ 7,500.00	100%
4	TOPSOIL, STRIP AND STOCKPILE	CY	665.0	665.0		\$ 6.00	\$ 3,990.00	100%
5	TOPSOIL, SPREAD	CY	302.0			\$ 10.00	\$ -	0%
6	SPECIAL COMPACTION OF SUBGRADE	STA	7.0			\$ 1,000.00	\$ -	0%
7	GRANULAR SUBBASE	SY	2,351.0	2,351.0		\$ 6.00	\$ 14,106.00	100%
8	DURABILITY, 7 IN.	SY	1,838.0	1,678.8		\$ 30.00	\$ 50,364.00	91%
9	SIGNS, BY EACH	EA	1.0			\$ 200.00	\$ -	0%
10	DRIVEWAY REPLACEMENT, 6 IN. PCC	SY	24.0			\$ 80.00	\$ -	0%
11	HMA PATCH, 4 IN.	SY	130.0			\$ 50.00	\$ -	0%
12	PCC TRANSITION PAVING, 6 IN.	SY	108.0			\$ 40.00	\$ -	0%
13	REMOVAL OF PAVEMENT, SEAL COAT & ASPHALT	SY	130.0	130.0		\$ 12.50	\$ 1,625.00	100%
14	REMOVAL OF CONCRETE	SY	21.0	21.0		\$ 12.50	\$ 262.50	100%
15	REMOVAL OF SIGNS, BY EACH PER POST	EA	8.0	8.0		\$ 100.00	\$ 800.00	100%
16	REMOVAL OF PCC DRIVEWAY	SY	25.0	25.0		\$ 12.50	\$ 312.50	100%
17	(CLASS III), 15 IN.	LF	90.0	90.0		\$ 60.00	\$ 5,400.00	100%
18	CUNNETTE, CHANNEL, 6" DEPTH	SY	55.0			\$ 50.00	\$ -	0%
19	STORM SEWER, CONCRETE COLLAR	EA	1.0	1.0		\$ 750.00	\$ 750.00	100%
20	MANHOLE, STORM SEWER, TOP ONLY, MODIFIED	EA	1.0			\$ 3,500.00	\$ -	0%
21	INTAKE, SW-507	EA	2.0	1.0		\$ 3,500.00	\$ 3,500.00	50%
22	APRONS, CONCRETE, 15 IN. DIA.	EA	2.0	2.0		\$ 1,000.00	\$ 2,000.00	100%
23	SILT FENCE	LF	897.0			\$ 2.00	\$ -	0%
24	STRAW WATTLE	LF	226.0	440.0		\$ 4.00	\$ 1,760.00	195%
25	INLET PROTECTION (FILTERSOXX)	LF	40.0			\$ 5.50	\$ -	0%
26	STABILIZED CONSTRUCTION ENTRANCE	TON	47.0			\$ 30.00	\$ -	0%
27	SEEDING AND FERTILIZING (URBAN)	AC	.6			\$ 4,200.00	\$ -	0%
<b>TOTAL GRADING AND PAVING ITEMS</b>							<b>\$ 97,870.00</b>	
<b>DIVISION 2 - WATERMAIN CONSTRUCTION</b>								
ITEM #	DESCRIPTION	UNITS	QUANTITY	TO DATE	UNIT PRICE	EXTEND PRICE	%	
28	WATERMAIN CONNECTION	EA	3.0	3.0	\$ 250.00	\$ 750.00	100%	
29	PRESSURE AND DISINFECTION TEST	LS	1.0	1.0	\$ 500.00	\$ 500.00	100%	
30	WATER MAIN, PVC, 4 IN. (AWWA C-900)	LF	8.0	8.0	\$ 12.50	\$ 100.00	100%	
31	WATER MAIN, PVC, 8 IN. (AWWA C-900)	LF	1,194.0	1127.0	\$ 16.50	\$ 18,595.50	94%	
32	WATER MAIN, PVC, 6 IN. (AWWA C-900)	LF	8.0		\$ 15.00	\$ -	0%	
33	WATER SERVICE, COPPER, 1 IN.	LF	55.0		\$ 20.00	\$ -	0%	
34	CURB STOP	EA	1.0		\$ 400.00	\$ -	0%	
35	WATER MAIN, FITTINGS, TEE, 8X8	EA	4.0	3.0	\$ 325.00	\$ 975.00	75%	
36	WATER MAIN, FITTINGS, PLUG, 8 IN.	EA	2.0	1.0	\$ 150.00	\$ 150.00	50%	
37	WATER MAIN, FITTINGS, 45 DEGREE, 6 IN.	EA	2.0		\$ 250.00	\$ -	0%	
38	WATER MAIN, FITTINGS, 45 DEGREE, 8 IN.	EA	2.0		\$ 300.00	\$ -	0%	
39	WATER MAIN, FITTINGS, 22.5 DEGREE, 8 IN.	EA	3.0	2.0	\$ 300.00	\$ 600.00	67%	
40	WATER MAIN, FITTINGS, 90 DEGREE, 8 IN.	EA	2.0		\$ 300.00	\$ -	0%	
41	WATER MAIN, VALVE, GATE, DIP, 4 IN.	EA	1.0		\$ 750.00	\$ -	0%	
42	WATER MAIN, VALVE, GATE, DIP, 8 IN.	EA	4.0	4.0	\$ 1,250.00	\$ 5,000.00	100%	
43	WATER MAIN, REDUCER, 8X4	EA	1.0		\$ 200.00	\$ -	0%	
44	WATER MAIN, REDUCER, 8X6	EA	2.0	1.0	\$ 225.00	\$ 225.00	50%	
45	WATER MAIN, FIRE HYDRANT ASSEMBLY	EA	1.0	1.0	\$ 3,200.00	\$ 3,200.00	100%	
46	WATER MAIN, FIRE HYDRANT ASSEMBLY, RELOCATION	EA	2.0	1	\$ 3,200.00	\$ 3,200.00	50%	
<b>TOTAL WATERMAIN ITEMS</b>							<b>\$ 33,295.50</b>	
<b>DIVISION 3 - SANITARY SEWER CONSTRUCTION</b>								
ITEM #	DESCRIPTION	UNITS	QUANTITY	TO DATE	UNIT PRICE	EXTEND PRICE	%	
47	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN. (TRUSS)	LF	187.0	187.0	\$ 60.00	\$ 11,220.00	100%	
48	TV INSPECTION	LS	1.0		\$ 1,500.00	\$ -	0%	
49	LOW PRESSURE AIR TESTING	LS	1.0		\$ 1,000.00	\$ -	0%	
50	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EA	1.0	1.0	\$ 5,000.00	\$ 5,000.00	100%	
<b>TOTAL SANITARY SEWER ITEMS</b>							<b>\$ 16,220.00</b>	
<b>ALTERNATE 2 - BACK OF CURB SUBDRAIN CONSTRUCTION</b>								
ITEM #	DESCRIPTION	UNITS	QUANTITY	TO DATE	UNIT PRICE	EXTEND PRICE	%	
52	SUBDRAIN, PERFORATED PLASTIC PIPE, 6 IN. DIA.	LF	1,218.0	1218	\$ 12.00	\$ 14,616.00	100%	
53	SUBDRAIN OUTLET (RF-19C)	EA	6.0	6	\$ 600.00	\$ 3,600.00	100%	
<b>TOTAL ALTERNATE 2 - BACK OF CURB SUBDRAIN ITEMS</b>							<b>\$ 18,216.00</b>	

PAYABLE TO:  
 PETERSON CONTRACTORS, INC  
 104 Blackhawk Street  
 P.O. Box A  
 Reinbeck, IA 50669

TOTAL AMOUNT OF WORK TO DATE: **\$ 165,601.50** 75%

TOTAL PROJECT BID COST: **\$220,501.00**

DEDUCT: (SEE EXPLANATION) **\$ -**

LESS RETAINED PERCENTAGE: 5.0% **\$ (8,280.08)**

LESS PREVIOUS PAYMENTS **\$ -**

**AMOUNT DUE THIS REQUEST: \$ 157,321.43**

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CHRIS FLESHNER, PETERSON CONTRACTORS, INC

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 DOUG FAAS, MAYOR, CITY OF EVANSDALE, IOWA

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 RYAN FISCHER, FIELD ENGINEER

ESTIMATE PREPARED BY: RYAN FISCHER, FIELD ENGINEER  
 CHECKED BY:  
 DATE:

# Memo

To: Gentlemen of Council  
From: Chris Schares  
Date: 10/30/15  
Re: Request to purchase Western Plow for 2004 Chevy 2500

---

The Public Works Dept. is requesting to purchase a Western 9'6" "V snow plow for the 2004 Chevy 2500, in an amount not to exceed \$5,748.06. This will be an asset to the department by increasing efficiency, saving man hours on the road and during clean up after a snow fall. After evaluating the cul-de-sacs it was determined that utilizing the Chevy would eliminate the difficulty of maneuvering the large trucks and trying to turn around, speeding up the snow removal process, most importantly it would decrease the curb damage.

The cost of the plow will be split three ways between Street, Sewer, and Water Departments as follows:

Street Dept.	\$1,916.02
Waste Water Dept.	\$1,916.02
Water Works Dept. (already approved)	\$1,916.02
Western Snow Plow installed	\$5,748.06

Funds are both available in the sewer fund and street snow removal fund.

Thank you,

Chris Schares  
Public Works Director

# Memo

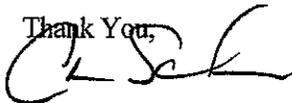
To: Gentlemen of Council  
From: Chris Schares  
Date: 10/30/2015  
Re: Request to purchase Carbide cutting edges for Plows

---

The Public Works Dept. is requesting to purchase ten 4' carbide cutting edge blades for \$293.00 each, and four 3' carbide cutting edge blades for \$234.00 each. These blades are needed on all four of our truck plows for the 2015/2016 snow removal season. The current blades on two of the four Snowplows are depleted and need replaced prior to being able to being used again. The other two plows will need replaced after a few more uses. With steel being priced low, now is the time to purchase the replacements. The cost was estimated in the street dept. budget. I ask the council to approve the blade purchase amount of \$3,866.00 to be purchased from Don's Trucks Fairbank Iowa.

Request of 14 Carbide Blades which will be placed on plows as needed.

Thank You,



Chris Schares  
Public Works Director