

**REGULAR CITY COUNCIL MEETING
WEDNESDAY – JANUARY 2, 2019 – 6:00 PM
EVANSDALE CITY HALL**

AGENDA

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Approval of the January 2, 2019 agenda
5. Approval of the Consent Agenda – All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion
 - a. Approval of December 18, 2018 regular meeting minutes

Boards and Commissions:

Hardship and Grievance Commission - Appointed by Mayor/Approved by Council
Rebecca Stansberry - New term expiring 12-31-21
Sandy Clements - New term expires 12-31-21

Municipal Housing Authority Board - Appointed by Mayor/Approved by Council
Pete Curtis - New term expires 12-31-19
Sandy Robert - New term expires 12-31-20

6. Discussion/possible action: Presentation by Cory Vieth, Computer Troubleshooters, Video/Audio for City Hall Council Chambers
7. Request to approve an agreement for professional services for the rehabilitation of Lafayette Road with Shive Hattery in an amount not to exceed \$227,600
8. Request from volunteer firefighter Trey Manthey-Lamon to hold his wedding at the Community Response Center on June 8, 2019
9. Resolution 6279 authorizing payment of bills and transfers
10. Public Hearing: Termination of city easement
11. Resolution 6280 approving the termination of city easement
12. Resolution 6281 setting the date of public hearing to adopt the 2018 City of Evansdale Comprehensive Plan Update
13. Resolution 6282 transfer funds from East Heights TIF to the 2015 CDBG Rehabilitation Project fund as budgeted
14. Public discussion: non-agenda items
15. Mayor/Council Reports
16. Adjournment

CITY HALL
EVANSDALE, IOWA, DECEMBER 18, 2018
CITY COUNCIL
DOUG FAAS, MAYOR, PRESIDING

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

Seible/Walker to approve December 18, 2018 agenda. Ayes-Four. Motion carried.

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

Seible/Bender to approve Resolution 6273 authorizing payment of bills and transfers. Roll call vote: Ayes-Four.

Walker/Dewater to approve Resolution 6274 approving submission of Planning and Design Loan Application to Iowa Finance Authority for the Waste Water Treatment Plant upgrades in the amount of \$550,000 and authorizing Mayor to sign said application. Councilor Seible requested an update. Mayor Faas responded that the application was for a 0% interest loan that would cover engineering fees for Waste Water Treatment Plant upgrades. Roll call vote: Ayes-Four.

Dewater/Seible to approve Resolution 6275 approving payment #4 to All Seasons Reinbeck, Iowa for the Elk Run Creek Flood Control Project in the amount of \$3,854.30. Councilor Walker questioned when the last payment would be approved. Mayor Faas responded that it was next on the agenda. Roll call vote: Ayes-Four.

Walker/Bender to approve Resolution 6276 approving payment #5, final retainage, to All Seasons Reinbeck, Iowa for the Elk Run Creek Flood Control Project in the amount of \$4,023.55. Roll call vote: Ayes-Four.

Seible/Bender to approve Resolution 6277 approving final retainage payment #8 to Peterson Contractors, Inc., Reinbeck, Iowa for the River Forest Road Reconstruction Project in the amount of \$29,983.48. Seible/Bender to withdraw motion to approve. Walker/Seible to approve tabling Resolution 6277 approving final retainage payment #8 to Peterson Contractors, Inc., Reinbeck, Iowa for the River Forest Road Reconstruction Project in the amount of \$29,983.48. Chris Schares, Public Works Director stated that there is an issue with a manhole that has failed at the corner of Leonard and River Forest Road that will need to be repaired before approval of retainage. Roll call vote: Ayes-Four. Motion carried.

Seible/Walker to approve Resolution 6278 setting date of public hearing to hear comments regarding the termination of a city easement. Councilor Seible requested information on easement. Mayor Faas explained that there was an easement through the center of Dollar Tree property and that it needed to be terminated. Roll call vote: Ayes-Four.

Public Discussion: non-agenda items: Grace Hernandez, 928 Grand Blvd., stated a homeowner north of her property was filling in the water retention area to the back of his property and causing back up of water on her properties. Ben Metcalf, spoke on behalf of Ms. Hernandez, stating that the natural slope of the property was having a major impact on probable future flooding of the home on Grand Blvd. Marjorie Pope, 903 Arbutus Ave., stated that they had been pumping water for several months and any additional water filtering their way would flood their property.

Mayor/Council Reports: Mayor Faas updated council on an additional easement amendment by private owner for the Dollar Tree project; CRC bay heating issue has been resolved but compressor repair is needed. There are additional quotes to the original Option I chosen for the CRC HVAC system upgrade but should still stay within the boundaries of quote approved. We will also have the contractor supply the city with an annual maintenance agreement to keep the equipment running in optimal condition. He also updated the council that diagnostics would be required on the John Deere front end loader but would let council know of the cost as soon as it was available. Councilor Seible questioned the placement of audio/video on the agenda. Mayor Faas responded that a meeting is scheduled with our IT personnel on Thursday and that it would be on the next agenda.

There being no further discussion, Seible/Dewater to adjourn the meeting at 6:23 p.m. Ayes-Four. Motion carried.

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

PROFESSIONAL SERVICES AGREEMENT

ATTN: Doug Faas
CLIENT: City of Evansdale, IA
123 N Evans Road
Evansdale, IA 50707-1199

PROJECT: City of Evansdale - Lafayette Road Rehabilitation

PROJECT LOCATION: Evansdale, IA

DATE OF AGREEMENT: November 1, 2018

PROJECT DESCRIPTION

Thank you for the opportunity to provide professional engineering services for your Lafayette Road Rehabilitation Project. Shive-Hattery understands that the Lafayette Road Rehabilitation project consists of a hot mix asphalt overlay of Lafayette Road from 70' east of Evans Road to bridge over Elk Run Creek (approximate length is 1.40 miles).

SCOPE OF SERVICES

We will provide the following services for the project:

Civil Engineering and Land Survey Services

These services will consist of the following tasks:

1. Land Survey Services:

A. Topographic Survey & Base Map:

- 1) Iowa One Call Process.
Public and private utility facilities will be identified
- 2) Perform Topographic Survey *required for the development of the project.*
Anticipated to require detailed information for proper construction installation
- 3) Set Control for Topographic Survey and Construction Plans.
Establish horizontal and vertical control for the project area
- 4) Utility Survey (visible only).
 - a) *Establish coordinates and elevations (if possible) for visible utilities that fall within the limits of the project.*
 - b) *Underground utilities will be incorporated into the project design through map requests to the utility companies.*
 - c) *Utilities include: phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer, storm sewer and in-pavement traffic control equipment (includes: power poles, pedestals, valves and manholes).*

B. Boundary Survey:

- 1) Conduct Property Ownership Research.
- 2) Boundary Survey (Locate right of way in project limits).
- 3) Provide a Monument Preservation Certificate (after construction is complete).
Per State Code



2. Design Phase Services (using SUDAS):

A. Preliminary Plans:

- 1) Prepare Preliminary Plans for Lafayette Rd Rehabilitation:
 - a) *Title Sheet*
 - b) *Typical Sections*
 - c) *Estimate of Quantities (tabulations)*
 - d) *Roadway Plan and Profile*
 - e) *Staging and Traffic Control*
 - f) *Pavement Marking and Traffic Signing*
 - g) *Utility Layout*
- 2) Prepare Preliminary Cost Opinion
- 3) Conduct one (1) review meeting with City Staff
- 4) Incorporate Preliminary Plan Comments
- 5) Public Meeting; one (1) meeting
- 6) Utility Coordination; one (1) meeting

B. Check Plans:

- 1) Shive-Hattery will not start on Check Plans until Preliminary Plans are reviewed and approved by city:
 - a) *Title Sheet*
 - b) *Typical Sections*
 - c) *Estimate of Quantities (tabulations)*
 - d) *Removals*
 - e) *Roadway Plan and Profile*
 - f) *Side Road / Driveway*
 - g) *Sidewalks*
 - h) *Grading Plans*
 - i) *Survey Information*
 - j) *Right of Way Plan*
 - k) *Traffic Control and Staging*
 - l) *Intersection Details*
 - m) *Storm Sewer Plan and Profiles*
 - n) *Pavement Markings and Traffic Signing*
 - o) *Mainline Cross Sections*
 - p) *Side Street Cross Sections*
- 2) Prepare Cost Opinion
- 3) Prepare Draft Project Manual
- 4) Conduct one (1) review meeting with City Staff
- 5) Incorporate Check Plan Comments

C. Final Plans:

- 1) Shive-Hattery will not start of Final Plans until Check Plans are reviewed and approved by city:
 - a) *Construction Plans*
 - b) *Project Manual*
 - c) *Cost Opinion*

3. Bid & Construction Phase Services:

A. Bid Phase Services:

- 1) Attend one (1) bid opening
- 2) Answer contractor questions during bid phase

B. Construction Phase Services:

- 1) Attend one (1) pre-construction conference

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery’s services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

We anticipate the following durations for the below services:

Note: After Preliminary Plans and after Check Plans, there will be a four (4) week review period, which must be added to the anticipated durations.

Item	Description	Anticipated Durations
1	Land Survey Services	Four (4) weeks
2	Design Phase Services	
	A) Preliminary Plans (includes Pavement Cores)	Twelve (12) weeks
	B) Check Plans	Sixteen (16) weeks
	C) Final Plans	Six (6) weeks
3	Bid & Construction Phase Services	
	A) Bid Phase Services	January/February 2020
	B) Construction Phase Services	Commence Spring 2020

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Land Survey Services	Fixed Fee	\$68,750	\$600	\$69,350
Design Phase Services	Fixed Fee	\$148,500	\$6,250	\$154,750
Bid & Construction Phase Services	Fixed Fee	\$3,250	\$250	\$3,500
ESTIMATED TOTAL		\$220,500	\$7,100	\$227,600

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.

Expenses:

- Estimated amount - The estimated expense amounts above will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred. We will not exceed the amounts without your prior authorization.
Includes, but not limited to mileage, printing and geotechnical

See attached Standard Hourly and Expense Fee Schedule.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

Unless specifically stated in the Scope of Services, any resilient design related services including areas of resistance, reliability and redundancy (i.e. flood protection, storm/tornado shelter, emergency generators, utility backup, etc.) are not included in this proposal.

The following are additional services you may require for your project. We can provide these services but they are not part of this proposal at this time.

1. Temporary Construction Easement Plats
2. Design for Lawrence Road storm sewer improvements (estimate cost of Construction: \$120,000)
3. Environmental Services
4. Wetland Determination and Delineation Services
5. Traffic Study
6. Modification of design after the approval of the Design Development package.
7. Bid Phase Services other than those listed under Scope of Services
8. Construction Administration and Construction Observation Services other than those listed under Scope of Services
9. Construction Staking & As-Built Survey

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery March 2016

PARTIES

"S-H" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., or Design Organization, a Division of Shive-Hattery, Inc. "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation.

In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or others entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy

or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards, actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, riot or other civil disturbance, blockade or embargos, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not

limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,
SHIVE-HATTERY, INC.



Jordan Dreyer, Project Manager
jdreyer@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Evansdale, IA

BY: _____ **TITLE:** _____
(signature)

PRINTED NAME: _____ **DATE ACCEPTED:** _____

CC: Marcus Januario, Shive-Hattery, Inc.
Tim Wilson, Shive-Hattery, Inc.

**STANDARD REIMBURSABLE
EXPENSE FEE SCHEDULE**
Effective January 1, 2018 to December 31, 2018

REIMBURSABLE EXPENSE FEES:

TRAVEL

Mileage- Car/Truck	\$0.54/ Mile
Mileage- Survey Trucks	\$0.64/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

OUTSIDE SERVICES

Computer Services	Cost + 10%
Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

IN-HOUSE SERVICES

Drawings/Prints/Plots:

Bond	\$.30/ Sq.Ft.
Mylar	\$.75/ Sq.Ft.
Photogloss	\$.90/ Sq.Ft.
Color Bond	\$.60/ Sq.Ft.
Foam Core Mounting	\$13.00

Color Prints:

Letter Size	\$ 1.00
Legal and 11x17 Size	\$ 2.00

RESOLUTION 6279

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

ASPRO	RU-COLD PATCH	141.40	
AUTO PLUS	RU-OIL FILTER #55	28.37	
	RU-COOLANT FILTER #55	25.65	
	RU-OIL FILTER #73	9.65	
	SR-BELTS/BLOWERS	191.20	
	TOTAL:	254.87	
BLACK HAWK ELECTRICAL	CH-EXHAUST FAN/MEN'S RR	107.33	
	CH-CK ELECTRICAL SMELL	167.00	
	RU-DISCONNECT ST LIGHT/RFR & CASEY'S	690.78	
	TOTAL:	965.11	
C & C WELDING	RU-RPR PLOW MOUNT #56	89.00	
CENTURY LINK	SR-INTERNET	78.99	
CGA	RU-RFR RECON	1,239.35	
	SR-NO RISE CERT	6,516.57	
	TOTAL:	7,755.92	
APPROVED BY CC 11/07/2018	COMPASS MATERIALS	RU-ROAD SALT	9,568.38
		RU-ROAD SALT	2,590.42
		RU-ROAD SALT	9,526.83
		TOTAL:	21,685.63
	COURIER	PY-12/4 MINS & BILLS	110.56
APPROVED BY CC 09/04/2018	DESIGN ENGINEERS	PD-CRC HVAC STUDY	250.00
		FD-CRC HVAC STUDY	250.00
		TOTAL:	500.00
	DIAMONDS BODY SHOP	PD-RPR FENDER WELL #13	102.20
	D,B,S&H	PD-LEGAL FEES	367.50
		PY-LEGAL FEES	385.00
		TOTAL:	752.50
APPROVED BY CC 08/07/2018	EVEN, JEREMY	SR-RMBRSE/TUITION	1,064.00
	FAREWAY	SR-DISTILLED WATER	7.92
		SR-TISSUE & PAPER TOWELS	27.28
		TOTAL:	35.20
	FERTILIZER DEALER SUPPLY	SR-POWER BALLJOINT #58	389.70
		RU-PARTS/BRINE TANK	12.99
		TOTAL:	402.69
	IA FIREFIGHTERS ASSOCIATION	FD-MEMBERSHIP DUES	260.00
APPROVED BY CC 11/20/2018	KIESLERS POLICE SUPPLY	PD-AMMUNITION	764.00
	MEDIACOM	PD-INTERNET/83849500300902	123.45
		FD-INTERNET/83849500300902	123.45
		BI-INTERNET/83849500300904	41.38
		CH-INTERNET/83849500300904	41.38
		RU-INTERNET/83849500300903	96.90
		RU-INTERNET/83849500300001	76.90
		RU-INTERNET/83849500300904	41.38
		SR-INTERNET/83849500300904	41.38
		TOTAL:	586.22
	MENARDS	CH-CHRISTMAS LIGHTS	11.96
		CH-CHRISTMAS LIGHTS	5.98
		TOTAL:	17.94
	MUNICIPAL PIPE TOOL	SW-DYE/TRACKING STORM WTR LINE	155.30
	NORTHLAND PRODUCTS	RU-GREASE/SHOP SUPPLY	65.60
	PLATINUM PEST SERVICES	PD-PEST CONTROL	45.00
		FD-PEST CONTROL	45.00
		LIB-PEST CONTROL	11.25
		CH-PEST CONTROL	33.75
		TOTAL:	135.00
	RITEPRICE OFFICE SUPPLY	CH-BATTERIES & PAPER CLIPS	31.32
	SCOT'S SUPPLY COMPANY	RU-SHOP BOLTS	28.83
	SIMMERING-CORY & IA CODIFICATION	PY-CODE HOSTING ANNL FEE	450.00

SUPERIOR WELDING	RU-GAS/WELDER	57.44
TESTAMERICA LABS	SR-MONTHLY TESTING	725.00
TIFCO INDUSTRIES	RU-HYDROLIC PARTS	60.30
	001 GENERAL FUND	3,727.51
	005 STREETS	787.68
	110 ROAD USE TAX	23,952.19
	610 SEWER FUND	8,652.34
	740 STORM WATER	155.30
	GRAND TOTAL:	37,275.02

PREPAYS

83367	BAKER & TAYLOR	LIB-BOOKS/VIDEOS/DVDS	614.93
83368	BMC	RU-SAND	817.21
83369	CAPITAL ONE	LIB-POSTAGE & SFTWR UPGRD	112.00
83370	COURIER	LIB-SUBSCRIPTION	34.86
83371	SCOT'S SUPPLY	RU-STOCK NUTS & WASHERS	104.25
83372	SWANK MOVIE LICENSING	LIB-COPYRIGHT FEES	231.00
83373	US CELLULAR	PHONES	482.58
83374	WINDSTREAM	PHONES	431.01
DRAFT	ADVANTAGE ADMIN	DEDUCTIBLE EXPENSE	1,779.22
83375	AFLAC	INSURANCE	60.02
DRAFT	IPERS	RETIREMENT	7,800.76
83376	METLIFE	DNTL/VISION/LIFE	2,705.13
83377	MFPRSI	RETIREMENT	11,148.78
83378	POLICE ASSOCIATION	P/R DEDUCT	70.00
DRAFT	TREASURE ST OF IA	P/R DEDUCT	3,489.00
83379	VALIC	P/R DEDUCT	50.00
83380	WELLMARK	INSURANCE	16,845.63
		TOTAL PREPAYS:	46,776.38

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, ON THIS 2ND DAY OF JANUARY 2019

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

RESOLUTION 6280

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, THE CITY'S INTENT TO TERMINATE CITY EASEMENT FROM CERTAIN PROPERTY

WHEREAS, the City Council of the City of Evansdale has held a public hearing regarding the termination of a portion of an easement; and

WHEREAS, at the public hearing there were no objections to said termination of the easement and that the City Council of the City of Evansdale finds that it would be in the best interest of the property owner to have the easement terminated; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Evansdale, Iowa, that the City terminate all of their right, interest and entitlement to the easement that existed for the purpose of constructing curb and gutter, paving and the laying and maintaining of storm sewer, water mains, and moving or lowering existing utility lines and for the right to temporary ingress and egress which is described as follows:

The East Ten (10) Feet of Lot No. Eight (8) in Brown's Addition in Evansdale, Iowa.

BE IT FURTHER RESOLVED that the City Clerk of the City of Evansdale , Iowa, be and is hereby directed to record this Resolution and Termination of Easement in the Office of the Recorder of Black Hawk County, Iowa.

PASSED AND ADOPTED THIS 2ND DAY OF JANUARY 2019

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

Prepared By: Laura L. Folkerts, 3151 Brockway Road, P.O. Box 810, Waterloo, Iowa 50704 (319) 234-4471

TERMINATION OF EASEMENT

THIS TERMINATION OF EASEMENT is entered into this ____ day of _____, 20__ by the City of Evansdale, Iowa (“Evansdale”), as follows:

RECITALS

A. There exists an easement for the purpose of constructing curb and gutter, paving and the laying and maintaining of storm sewer, water mains, and moving or lowering existing utility lines and for the right to temporary ingress and egress over the East Ten (10) feet of Lot No. 8. The Easement and Agreement was recorded August 2, 1972 in Easement Record Book 4, Page 350A in the Black Hawk County, Iowa Recorder’s Office and is legally described as:

The East Ten (10) Feet of Lot No. Eight (8) in Brown’s Addition in Evansdale, Iowa;

(the “Easement”); and

B. Evansdale is served by and/or subject to, as dominant and servient estates, as the case may be, the Easement.

C. Evansdale now desires and is willing to terminate the Easement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, Evansdale voluntarily agrees as follows:

1. **TERMINATION OF EASEMENT.** Evansdale hereto agrees to terminate, release, and extinguish all rights and interest in and to the Easement, effective as of the date of recording of this document.

2. **BINDING EFFECT.** This Termination of Easement shall be deemed to run with the title to the land and shall be binding upon the parties hereto and upon their heirs, successors and/or assigns.

RESOLUTION 6281

A RESOLUTION OF THE EVANSDALE CITY COUNCIL SETTING THE DATE OF PUBLIC HEARING TO RECEIVE COMMENTS CONCERNING THE PROPOSED 2018 CITY OF EVANSDALE COMPREHENSIVE PLAN UPDATE

WHEREAS, the Planning and Zoning commission will meet on January 8, 2019 to vote on the adoption of the 2018 City of Evansdale Comprehensive Plan Update; and

WHEREAS, prior to council action, the Code of Iowa dictates that a public hearing be held.

NOW THEREFORE, BE IT RESOLVED, by the Evansdale City Council of the City of Evansdale, Iowa, that a public hearing be scheduled for January 15, 2019 at 6:00 PM at the Evansdale City Hall for the purpose of receiving any comments for or against adoption of 2018 City of Evansdale Comprehensive Plan Update.

BE IT FURTHER RESOLVED that the City Clerk is directed and is hereby authorized to publish notice of the public hearing in conformance with state law.

PASSED AND ADOPTED THIS 2ND DAY OF JANUARY 2019

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

RESOLUTION 6282

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, APPROVING THE TRANSFER FROM EAST HEIGHTS URBAN RENEWAL AREA DISTRICT (TIF) TO THE CDBG 2015 HOUSING REHABILITATION PROJECT FUND IN THE AMOUNT OF \$3,000 AND AUTHORIZING THE CITY CLERK TO TRANSFER SAID FUNDS FOR BUDGET YEAR FY19

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Evansdale, Iowa, authorizing the transfer of funds from the East Heights Urban Renewal District (TIF) to the CDBG 2015 Housing Rehabilitation Project Fund in the amount of 3,000 as approved by City Council as the city's portion for each project be approved and authorize the City Clerk to transfer said funds for budget year FY2019

PASSED AND APPROVED THIS 2ND DAY OF JANUARY 2019

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk