

**REGULAR CITY COUNCIL MEETING
TUESDAY – MAY 7, 2019 – 6:00 PM
EVANSDALE CITY HALL**

AGENDA

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Approval of the May 7, 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 April 16, 2019 regular meeting minutes
 - b. Liquor License:
 - i. Waterhawks Ski Club Inc. – BB0036288 – Effective 06/03/2018 – Renewal
6. Discussion/Presentation: Chris Even, Waste Water Foreman and Maggie Burger, Speer Financial presents sewer rate analysis
7. Public Hearing on proposed rezoning of property located all that part lying Southerly of Lafayette Road and Easterly of 4412 Lafayette Road from "U-1 " Unclassified to "R-1 " Residential District
8. Ordinance 662 approving the rezoning of property located all that part lying Southerly of Lafayette Road and Easterly of 4412 Lafayette Road from "U-1 " Unclassified to "R-1 " Residential District, first reading
9. Motion to suspend requirements for two (2) subsequent readings and adopt Ordinance 662
10. Resolution 6313 approving the preliminary plat for Mark's First Addition
11. Resolution 6314 authorizing payment of bills and transfers
12. Request from Public Works Director to purchase an additional Z-Turn lawn mower from Outdoor and More in the amount of \$12,259.10 as budgeted for FY19
13. Request to grade shoulders on Dubuque Rd., Gilbertville Rd., and Evansdale Dr. from Frickson Brothers Excavating in the amount of \$4,400 as budgeted for FY19
14. Request from Waste Water Foreman to replace outdated camera and add an additional camera system at the waste water/Yardwaste center in the amount of \$1,469
15. Request to asphalt overlay Ellendale Drive with Aspro in the amount of \$31,250 or to sealcoat Ellendale Drive with Prairie Builders in the amount of \$10,085.75
16. Request to repair flood damaged road in Deerwood Campground with Kluesner Construction in the amount of \$4,788
17. Request to reseed 1101 Lakeshore Place in the amount of \$2,250

18. Request to enter into a General Engineering Services Agreement with Bolton and Menk, Inc. as an engineering consultant for the city and authorize the Mayor to sign said document
19. Resolution 6315 setting date of public hearing for FY2019 budget amendment
20. Resolution 6316 consenting to assignment of Trustee Agent Agreements; Escrow Agent Agreements; and/or Paying Agent and Registrar and Transfer Agent Agreements from Bankers Trust to UMB Bank, n.a.
21. Discussion/Possible action: Development Agreement with Tony O'Donnell, Royal Investments, LLC
22. Discussion/Possible action: Small Cell Wireless Facilities
23. Public discussion: non-agenda items
24. Mayor/Council Reports
25. Adjournment

CITY HALL
EVANSDALE, IOWA, APRIL 16, 2019
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: Loftus, Seible, Bender, and Walker. Absent: Dewater. Quorum present.

Loftus/Seible to approve April 16, 2019 agenda. Ayes-Four. Motion carried.

Walker/Bender to approve the following items on the April 16, 2019 consent agenda. a. Approval of April 2, 2019 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 (n/a), Building Inspection Report (March), Clerk/Treasurer Report (n/a), Code Enforcement Report (n/a), Evansdale Municipal Housing (March), Library (March), Parks & Rec Dept. (March), Planning & Zoning (Jan), Police Dept. (March), Storm Water Commission (n/a), and Water Works (March). Roll call vote: Ayes-Four.

Bender/Loftus to approve Resolution 6311 authorizing payment of bills and transfers. Roll call vote: Ayes-Four.

Seible/Loftus to approve Resolution 6312 approving Lease Agreement with the City of Elk Run Heights for city land abutting Mayor's Park in Elk Run Heights for the purpose of developing the property for disc golf. Mayor Faas explained to council what the land would be utilized for and included a hand-out from the black hawk county assessor's website showing the parcels that would be included. Roll call vote: Ayes-Four.

Presentation from Dan Knipp, Air Services on options for HVAC system at the Community Response Center: Dan Knipp explained water consumption issues during the winter months as the water is coming in so cool that the system is requiring more to flow through. The current boiler system is approximately ½ the BTU's as the system we are quoting. The 400K BTU boiler would greatly reduce the water usage as well as extend the longevity of the existing heat pumps. Councilor Seible questioned if the boiler replacement will eliminate future expense and if lack of maintenance contributed to the issues. Knipp responded that some of the issues were related to maintenance but it was mostly related to original design issues. Mayor Faas questioned if the gas fired unit heaters for supplemental heat would still need to be added to the bay area. Knipp responded that he would check into it but didn't believe so.

Discussion/Action: Preferred option for HVAC system at the Community Response Center. Loftus/Seible to approve the installation of a 400K BTU boiler in the amount of \$14,365. Roll call vote: Ayes-Four.

Discussion/Presentation: Chris Even, Waste Water Foreman presents sewer rate analysis. Mayor Faas discussed the Waste Water Treatment Plant (WWTP) upgrades and the overview that Chris Even put together for the council. Chris Even, Waste Water Foreman, stated that his proposal was based on borrowing five (5) million dollars for the WWTP upgrades but the upgrades will also include replacing the Michigan lift station, lift station upgrades, e-coli upgrades, and flood plain protection to protect disinfection system ultimately we want to design and include upgrades that would last the city 15-20 years as the process with engineers, administration, DNR regulations, etc. are expensive. Faas stated that 84% of the equipment at the waste water plant was installed in 1968. Even explained the 1st proposal A would include a sewer increase of \$7.50 per month and 1.5% each year after; proposal B would include an increase of \$6.00 per month and 2% increase each year thereafter for the life of

the loan; and proposal C would include an increase of \$2.25 per month and an increase of \$2.25 per month each year for five years with a 1% annual increase per month for the life of the loan. Councilor Seible questioned if we were obligated to bank the money up front before the plans were completed and project started. Even responded that if the city waited another two years to start increasing the rates for the mandatory DNR upgrades the increase would double or triple per month in comparison to what we are proposing now. Seible stated that proposal C at \$2.25 per month will be a lot more agreeable to the citizens instead of a large increase all at once. Even also stated that the projections cover a period of twenty (20) years, but that council should review rates annually. Walker and Bender both stated they were in favor of the council moving forward with proposal C \$2.25 per month for five years with a 1% annual increase thereafter.

Walker/Loftus to approve Formal request from Chris Even, Waste Water Foreman to purchase the Warthog WGR Switcher Nozzle from MacQueen Equipment in an amount not to exceed \$2,830 (verbally approved by email on 04/02/19). Councilor Seible encouraged department heads to bring requests to council instead of asking for an item via an email or phone call. Chris Even responded that that MacQueen Equipment would not hold item without approval. Nozzle has not been purchased as we waited for formal approval. Ayes-Four

Public discussion: non-agenda items. Loraine Atkins, 715 Central Ave., #203, thanked volunteer firefighter/EMT Justin Smock, his assistant, and officer on duty for the care during required services.

Mayor/Council Reports. Mayor Faas discussed the progress report for the Lafayette Road Project and a decision would have to be made if we want to go out for bid this fall; meet with INRCOG to start the process for a CDBG grant for waste water treatment plant improvements. The potential grant would amount to \$600,000, however, the city no longer meets the LMI (low to moderate income) status the city went from 51% down to 47% therefore we will be sending out random questioners to approximately 1300 residents just to get a better grasp on the income range in our city. If you do receive the survey, please complete and return to city hall as your response would possibly help us qualify for the grant, which would offset costs for our WWTP improvements. Councilor Walker questioned Jake breaking on I-380, who was responsible for enforcing the "No Jake Breaking" signage, and who was responsible for placing the signs on I-380. Chief Jensen responded that the DOT places the signs on I-380 and that it was nearly impossible to enforce as if we place a car on the interstate at our city's entrances the truckers won't do it. Tom Nichols, 616 Grand Ave., stated that the BHC Sheriff's department requires a decibel reading to enforce jake breaking violation in court. Councilor Seible questioned why the street department isn't have a dump truck available to unload waste while the streets are being cleaned. Mayor Faas and Walker both stated that the dump truck is staged at both the skate park and Myers Lake. Seible also stated that he would be interested in attending some conferences. Clerk Kobliska responded that the conferences are usually advertised in the City Scape monthly magazine and would be glad to sign him up. Walker stated that Seible didn't attend the last conference the city paid for.

There being no further discussion, Dewater/Loftus to adjourn the meeting at 6:49 p.m. Ayes-Four. Motion carried.

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

Applicant License Application (BB0036288)

Name of Applicant: <u>Waterhawks Ski Club, Inc</u>		
Name of Business (DBA): <u>Waterhawks Ski Club, Inc</u>		
Address of Premises: <u>100 Waterhawk Lane</u>		
City <u>Evansdale</u>	County: <u>Black Hawk</u>	Zip: <u>50707</u>
Business	<u>(319) 404-5201</u>	
Mailing	<u>4344 South Raymond Road</u>	
City <u>Waterloo</u>	State <u>IA</u>	Zip: <u>50701</u>

Contact Person

Name <u>Marilyn Schmitz</u>	
Phone: <u>(319) 404-5201</u>	Email <u>schmitz.marilyn@yahoo.com</u>

Classification Class B Beer (BB) (Includes Wine Coolers)

Term:12 months

Effective Date: 06/03/2019

Expiration Date: 06/02/2020

Privileges:

- Class B Beer (BB) (Includes Wine Coolers)
- Outdoor Service
- Sunday Sales

Status of Business

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

Ownership

Marilyn Schmitz

First Name: Marilyn **Last Name:** Schmitz
City: Waterloo **State:** Iowa **Zip:** 50701
Position: Vice President
% of Ownership: 0.00% **U.S. Citizen:** Yes

Lawrence Meany

First Name: Lawrence **Last Name:** Meany
City: Waterloo **State:** Iowa **Zip:** 50701
Position: President
% of Ownership: 0.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Founders Insurance Company</u>

Insurance Company: Founders Insurance Company

Policy Effective Date: 06/03/2019

Policy Expiration 06/03/2020

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:



Helland Engineering and Surveying, LTD.

6109 Chancellor Drive ~ Cedar Falls, Iowa 50613

Phone 319-266-0161

hellandsurveying@cfu.net or hellandsurveying@gmail.com

April 2, 2019

For: City of Evansdale Rezoning requirements.

Re: rezone for "Marks First Addition"

To Whom It May Concern:

I am notifying you of a rezone application that will be submitted to the City of Evansdale on behalf of Kurtis Marks/Marks Property, LLC., owner. The property as shown on attached plat map be rezoned from "U-1" Unclassified to "R-1" Residential District for the purpose of formally platting said property into a residential subdivision and to construction single family homes in Evansdale, Iowa. All that part lying Southerly of Lafayette Road and Easterly of 4412 Lafayette Road per plat map. This rezone application will be submitted to the City of Evansdale. If have any questions, please contact me.

Thank you,

Kyle Helland, PLS
Helland Engineering & Surveying, Ltd

PETITION FOR REZONING

TO: The Planning and Zoning Commission and the
City Council of the City of Evansdale, IA

The undersigned owner/owners of the following described real estate:

(See Attached Legal Description)

Respectfully requests/request that the Planning and Zoning Commission and the City Council of the City of Evansdale, Iowa, rezone the above described real estate as follows: see attached

and states/state that:

1. The real estate described above is presently zoned U-1 District, under the provisions of Chapter XXIV, Zoning of the Code of Ordinances of the City of Evansdale, Iowa.
2. The undersigned propose to use the property for residential construction of single family homes
one Marks First Addition plat
3. A plat showing all public streets and highways and property within two hundred fifty (250) fee of above described real estate is submitted herewith.


Kurtis Marks
(Owner)

1096-19 280th Street
(Address)

Jessup, IA 50648

4-02-2009
(Date)

RESOLUTION 03-2019

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EVANSDALE, IOWA, CONCERNING THE PROPOSED REZONING OF CERTAIN PROPERTY FROM "U-1" UNCLASSIFIED TO "R-1" RESIDENTIAL DISTRICT.

WHEREAS, the Planning and Zoning Commission at their monthly meeting on April 23, 2019, held a public hearing to receive comments for or against Marks Property, LLC request to rezone property located Southerly of Lafayette Road and Easterly of 4412 Lafayette Road, and;

WHEREAS, the Planning and Zoning Commission duly considered the petition to rezone certain property from U-1 Unclassified to R-1 Residential District, and;

WHEREAS, the certain property located Southerly of Lafayette Road and Easterly of 4412 Lafayette Road is legally described as:

That part of the West 10 acres of the East Half of the Southeast Quarter of the Southwest Quarter (E 1/2 SE 1/4 SW 1/4) in Section No. 33, Township No. 89 North, Range No. 12 West of the Fifth Principal Meridian, City of Evansdale, Black Hawk County, Iowa, described as follows:

Commencing at the Northeast corner of the Northwest Fractional Quarter (NW FRL 1/4) of Section No. 5, Township No. 88 North, Range No. 12 West of the Fifth Principal Meridian, point being a found standard concrete monument with a brass cap;

thence along the South line of said Southwest Quarter North 87°55' West a distance of 559.05 feet to the Southwest corner of said East Half of the Southeast Quarter of the Southwest Quarter, point being a set 1/2" rebar with license #23212;

thence along the West line of said East Half of the Southeast Quarter of the Southwest Quarter North 00°53 1/4' East a distance of 680.45 feet to the Southwesterly corner of Parcel "L" per Plat of Survey recorded in File 2019-11890 dated 02/04/2019 in the Office of the Black Hawk County Recorder, point being a found 1/2" rebar with license #23212;

thence along the Southerly line of said Parcel "L" South 59°05 1/4' East a distance of 83.25 feet to the Southeasterly corner of said Parcel "L", point being a found 1/2" rebar with license #23212, also being the point of beginning;

thence along the East line of said Parcel "L" North 01°01 1/4' East a distance of 118.7 feet to a found 1/2" rebar with license #23212;

thence along the Easterly line of said Parcel "L" North 24°45' East a distance of 120.0 feet to Northeasterly corner of said Parcel "L", point being a found 1/2" rebar with license #23212;

thence along the Southwesterly right-of-way line of Lafayette Road South 65°15' East a distance of 410.0 feet to the Northwesterly corner of Parcel "F" per Plat of Survey recorded in Fee Book #2003-3722 dated 07/25/2002 in the Office of the Black Hawk County Recorder, point being a found 1" o.d. iron pinched pipe;

thence along the West line of said Parcel "F" also being the East line of said West 10 Acres of the East Half of the Southeast Quarter of the Southwest Quarter South 00°47 1/2' West a distance of 170.0 feet;

thence South 89°32 1/4' West a distance of 119.2 feet;

thence North 71°46 1/4' West a distance of 260.15 feet;

thence North 59°05 1/4' West a distance of 65.35 feet to the point of beginning;

Containing 2.17 acres.

Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record

and not of record.

Note: The South line of said Southwest Quarter is assumed to bear North 87°55' West for this description.

NOW THEREFORE, BE IT RESOLVED, that the Planning and Zoning Commission of the City of Evansdale, Iowa, approves the rezoning request from U-1 Unclassified to R-1 Residential District and recommends further consideration by the Evansdale City Council.

PASSED AND ADOPTED THIS 23rd DAY OF APRIL 2019

ATTEST:



Sandy Clements, Chair



John Peverill, Vice Chairman

REZONE PLAT FOR U-1 TO R-1
 OF
 PART OF SE 1/4 SW 1/4 SEC. 33-T89N-R12W
 EVANSDALE, BLACK HAWK COUNTY, IOWA
 APRIL 2019

REZONE PLAT FOR (U-1 TO R-1)

That part of the West 10 acres of the East Half of the Southeast Quarter of the Southwest Quarter (E 1/2 SE 1/4 SW 1/4) in Section No. 33, Township No. 89 North, Range No. 12 West of the Fifth Principal Meridian, City of Evansdale, Black Hawk County, Iowa, described as follows:

Commencing at the Northeast corner of the Northwest Fractional Quarter (NW FRL 1/4) of Section No. 5, Township No. 88 North, Range No. 12 West of the Fifth Principal Meridian, point being a found standard concrete monument with a brass cap;

thence along the South line of said Southwest Quarter North 87°55' West a distance of 559.05 feet to the Southwest corner of said East Half of the Southeast Quarter of the Southwest Quarter, point being a set 1/2" rebar with license #23212;

thence along the West line of said East Half of the Southeast Quarter of the Southwest Quarter North 00°53 1/4' East a distance of 680.45 feet to the Southwesterly corner of Parcel "L" per Plat of Survey recorded in File 2019-11890 dated 02/04/2019 in the Office of the Black Hawk County Recorder, point being a found 1/2" rebar with license #23212;

thence along the Southerly line of said Parcel "L" South 59°05 1/4' East a distance of 83.25 feet to the Southeasterly corner of said Parcel "L", point being a found 1/2" rebar with license #23212, also being the point of beginning;

thence along the East line of said Parcel "L" North 01°01 3/4' East a distance of 118.7 feet to a found 1/2" rebar with license #23212;

thence along the Easterly line of said Parcel "L" North 24°45' East a distance of 120.0 feet to Northeasterly corner of said Parcel "L", point being a found 1/2" rebar with license #23212;

thence along the Southwesterly right-of-way line of Lafayette Road South 65°15' East a distance of 410.0 feet to the Northwesterly corner of Parcel "F" per Plat of Survey recorded in Fee Book #2003-3722 dated 07/25/2002 in the Office of the Black Hawk County Recorder, point being a found 1" o.d. iron pinched pipe;

thence along the West line of said Parcel "F" also being the East line of said West 10 Acres of the East Half of the Southeast Quarter of the Southwest Quarter South 00°47 1/2' West a distance of 170.0 feet;

thence South 89°32 1/4' West a distance of 119.2 feet;

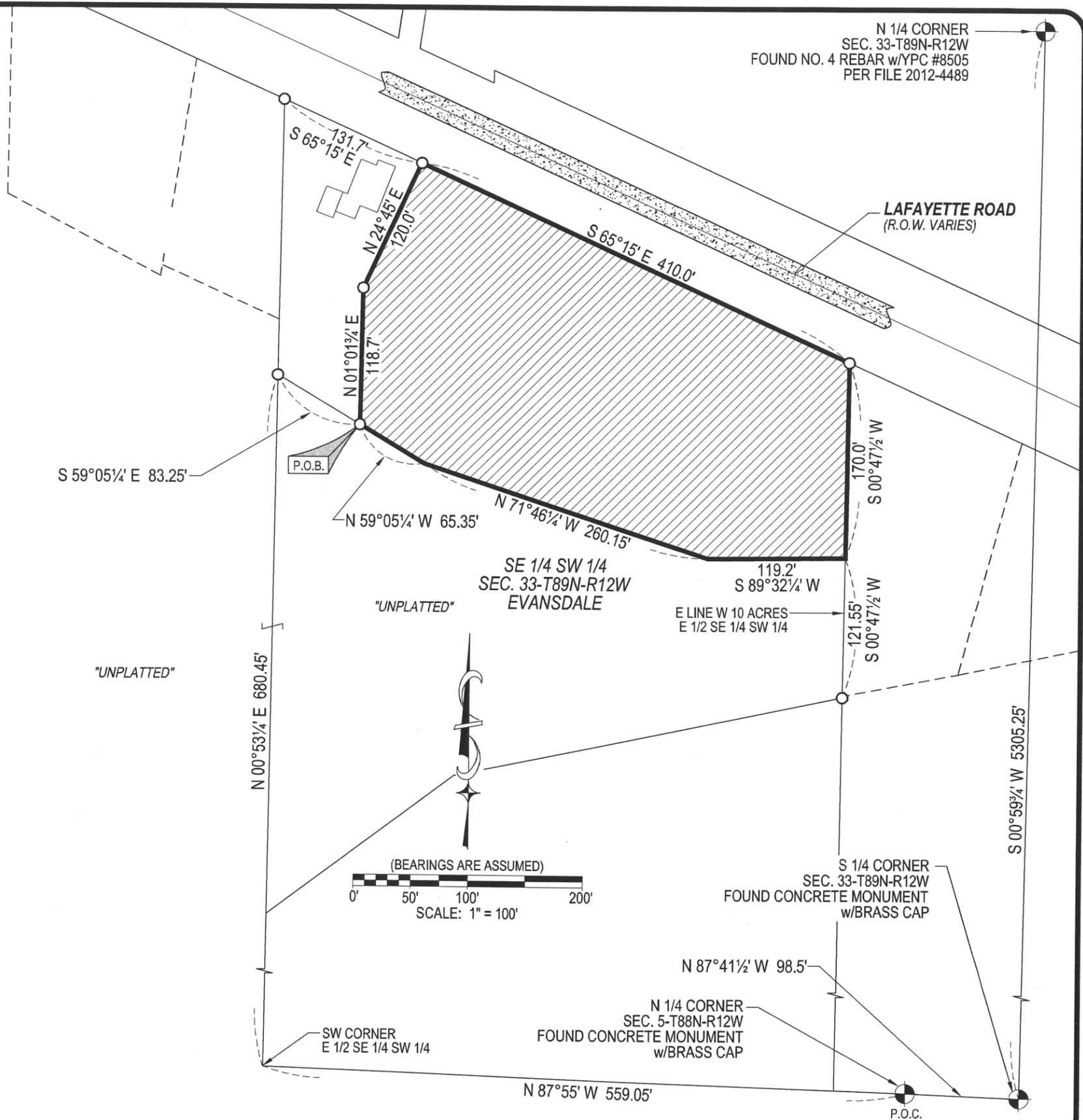
thence North 71°46 1/4' West a distance of 260.15 feet;

thence North 59°05 1/4' West a distance of 65.35 feet to the point of beginning;

Containing 2.17 acres.

Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.

Note: The South line of said Southwest Quarter is assumed to bear North 87°55' West for this description.



ORDINANCE 662

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EVANSDALE, IOWA, BLACK HAWK COUNTY, BY AMENDING THE OFFICIAL ZONING MAP.

WHEREAS, it has been requested by the owners that the zoning of certain areas of the City of Evansdale, Iowa be rezoned from “U-1” to “R-1”, and

WHEREAS, the Evansdale Planning and Zoning Commission has made a unanimous recommendation that the Evansdale City Council approve the request at their April 23, 2019 meeting, and

WHEREAS, the Evansdale City Council has held a public hearing on May 7, 2019 following statutory notice.

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

SECTION 1. PURPOSE. The purpose of this ordinance is to rezone certain property from “U-1” Unclassified District to “R-1” Residential District.

SECTION 2. LOCATION. The official zoning map is hereby amended by changing the zoning of the following described property located at all that part lying Southerly of Lafayette Road and Easterly of 4412 Lafayette Road is legally described as:

REZONE PLAT FOR (U-1 TO R-1)

That part of the West 10 acres of the East Half of the Southeast Quarter of the Southwest Quarter (E 1/2 SE 1/4 SW 1/4) in Section No. 33, Township No. 89 North, Range No. 12 West of the Fifth Principal Meridian, City of Evansdale, Black Hawk County, Iowa, described as follows:

Commencing at the Northeast corner of the Northwest Fractional Quarter (NW FRL 1/4) of Section No. 5, Township No. 88 North, Range No. 12 West of the Fifth Principal Meridian, point being a found standard concrete monument with a brass cap;

thence along the South line of said Southwest Quarter North 87°55' West a distance of 559.05 feet to the Southwest corner of said East Half of the Southeast Quarter of the Southwest Quarter, point being a set ½" rebar with license #23212;

thence along the West line of said East Half of the Southeast Quarter of the Southwest Quarter North 00°53¼' East a distance of 680.45 feet to the Southwesterly corner of Parcel "L" per Plat of Survey recorded in File 2019-11890 dated 02/04/2019 in the Office of the Black Hawk County Recorder, point being a found ½" rebar with license #23212;

thence along the Southerly line of said Parcel "L" South 59°05¼' East a distance of 83.25 feet to the Southeasterly corner of said Parcel "L", point being a found ½" rebar with license #23212,

also being the point of beginning;

thence along the East line of said Parcel "L" North 01°01¾' East a distance of 118.7 feet to a found ½" rebar with license #23212;

thence along the Easterly line of said Parcel "L" North 24°45' East a distance of 120.0 feet to Northeasterly corner of said Parcel "L", point being a found ½" rebar with license #23212;

thence along the Southwesterly right-of-way line of Lafayette Road South 65°15' East a distance of 410.0 feet to the Northwesterly corner of Parcel "F" per Plat of Survey recorded in Fee Book #2003-3722 dated 07/25/2002 in the Office of the Black Hawk County Recorder, point being a found 1" o.d. iron pinched pipe;

thence along the West line of said Parcel "F" also being the East line of said West 10 Acres of the East Half of the Southeast Quarter of the Southwest Quarter South 00°47½' West a distance of 170.0 feet;

thence South 89°32¼' West a distance of 119.2 feet;

thence North 71°46¼' West a distance of 260.15 feet;

thence North 59°05¼' West a distance of 65.35 feet to the point of beginning;

Containing 2.17 acres.

Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.

Note: The South line of said Southwest Quarter is assumed to bear North 87°55' West for this description.

SECTION 3. WHEN EFFECTIVE. The Ordinance set forth above shall be in effect from and after their final passage, approval, and publication as provided by law.

**PASSED AND APPROVED BY THE EVANSDALE CITY COUNCIL ON
THIS 7TH DAY OF MAY 2019**

First Reading:

Second Reading:

Third Reading:

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

I certify that the foregoing was published as Ordinance 662 on this _____ day of _____, 2019.

DeAnne Kobliska, City Clerk

RESOLUTION 6313

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, ACCEPTING AND APPROVING THE PRELIMINARY PLAT FOR LOTS 1, 2, 3, 4, & 5 MARK'S FIRST ADDITION AS PRESENTED BY KURTIS MARKS/MARKS PROPERTY, LLC

WHEREAS, the Evansdale Planning and Zoning Commission of the City of Evansdale, Iowa, did on the 2nd day of May, 2019, at a special meeting of said Planning and Zoning Commission, approve the Preliminary Plat of 1, 2, 3, 4, & 5 Mark's First Addition, and further recommended acceptance and approval thereof by the City Council of the City of Evansdale, Iowa; and

WHEREAS, the City Council of the City of Evansdale has reviewed said Preliminary Plat and has recommended its approval, and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Evansdale, Iowa, that the attached plat heretofore filed to be known as:

That part Lots Nos. 1, 2, 3, 4, & 5 Mark's First Addition, Evansdale, Black Hawk County, Iowa, described as follows:

THIS PLAT REPRESENTS A SURVEY OF "MARK'S FIRST ADDITION"

That part of the West 10 acres of the East Half of the Southeast Quarter of the Southwest Quarter (E 1/2 SE 1/4 SW 1/4) in Section No. 33, Township No. 89 North, Range No. 12 West of the Fifth Principal Meridian, City of Evansdale, Black Hawk County, Iowa, described as follows:

Commencing at the Northeast corner of the Northwest Fractional Quarter (NW FRL 1/4) of Section No. 5, Township No. 88 North, Range No. 12 West of the Fifth Principal Meridian, point being a found standard concrete monument with a brass cap;

thence along the South line of said Southwest Quarter North 87°55' West a distance of 559.05 feet to the Southwest corner of said East Half of the Southeast Quarter of the Southwest Quarter, point being a set ½" rebar with license #23212;

thence along the West line of said East Half of the Southeast Quarter of the Southwest Quarter North 00°53¼' East a distance of 680.45 feet to the Southwesterly corner of Parcel "L" per Plat of Survey recorded in File 2019-11890 dated 02/04/2019 in the Office of the Black Hawk County Recorder, point being a found ½" rebar with license #23212;

thence along the Southerly line of said Parcel "L" South 59°05¼' East a distance of 83.25 feet to the Southeasterly corner of said Parcel "L", point being a found ½" rebar with license #23212;

thence along the East line of said Parcel "L" North 01°01¾' East a distance of 118.7 feet to a found ½" rebar with license #23212;

thence along the Easterly line of said Parcel "L" North 24°45' East a distance of 120.0 feet to Northeasterly corner of said Parcel "L", point being a found ½" rebar with license #23212;

thence along the Southwesterly right-of-way line of Lafayette Road South 65°15'

East a distance of 410.0 feet to the Northwesterly corner of Parcel "F" per Plat of Survey recorded in Fee Book #2003-3722 dated 07/25/2002 in the Office of the Black Hawk County Recorder, point being a found a found 1"o.d. iron pinched pipe;

thence along the West line of said Parcel "F" also being the East line of said West 10 Acres of the East Half of the Southeast Quarter of the Southwest Quarter

South $00^{\circ}47\frac{1}{2}'$ West a distance of 170.0 feet;

thence South $89^{\circ}32\frac{1}{4}'$ West a distance of 119.2 feet;

thence North $71^{\circ}46\frac{1}{4}'$ West a distance of 260.15 feet;

thence North $59^{\circ}05\frac{1}{4}'$ West a distance of 65.35 feet to the point of beginning;

Containing 2.17 acres.

Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.

Note: The South line of said Southwest Quarter is assumed to bear North $87^{\circ}55'$ West for this description.

BE IT FURTHER RESOLVED, by the City Council of the City of Evansdale, Iowa accepting and approving said Preliminary Plat for Mark's First Addition, City of Evansdale, Iowa.

PASSED AND APPROVED THIS 7TH DAY OF MAY 2019

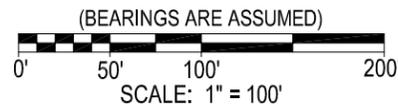
ATTEST:

Doug Faas, Mayor

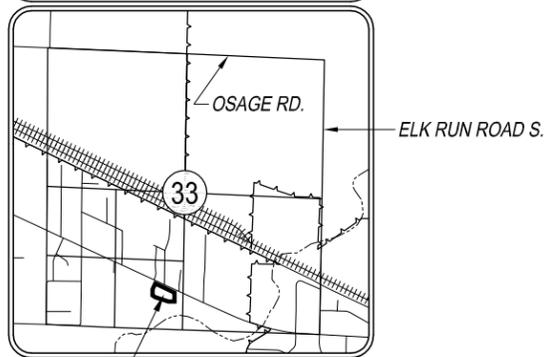
DeAnne Kobliska, City Clerk

PRELIMINARY PLAT OF "MARK'S FIRST ADDITION"

PART OF SE 1/4 SW 1/4 SEC. 33-T89N-R12W
EVANSDALE, BLACK HAWK COUNTY, IOWA
FEBRUARY 2019



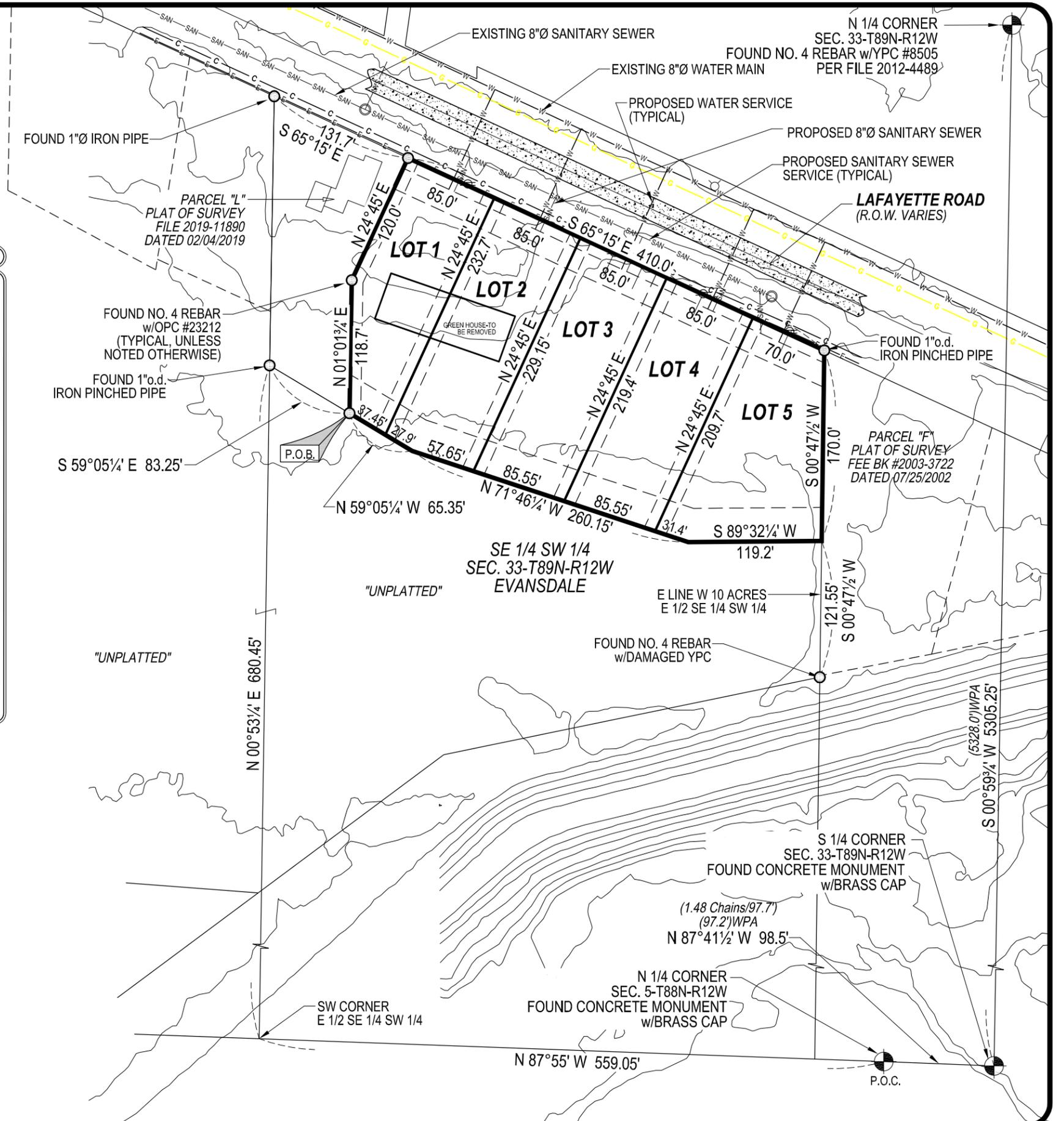
LOCATION MAP



"MARK'S 1st ADDITION"

NOTES	
UNADJUSTED ERROR OF CLOSURE	
Boundary:	Less than 1 in 10,000
Lots:	Less than 1 in 5,000
AREA OF ADDITION	
2.17 Acres	
PROPRIETOR	
Kurtis Marks/Marks property, LLC. 1096-19 280th Street Jesup, Iowa 50648	
DEVELOPER	
Kurtis Marks 1096-19 280th Street Jesup, Iowa 50648	
LAND SURVEYOR	
Kyle J. Helland Helland Engineering & Surveying, Ltd. 6109 Chancellor Drive Cedar Falls, Iowa 50613	
NOTES	
All Proposed Utilities to be underground	
FLOOD PLAIN	
Shaded Zone X (area in shown as being protected from the 1-percent-annual chance or greater hazard by a levee system that has been provisionally accredited)	
Firm 19013C0307F (effective date July 18, 2011)	

LOT #	AREA (sq. ft.)
1	16,920±
2	19,800±
3	19,060±
4	18,240±
5	20,610±



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Kyle J. Helland
License Number 23212
My license renewal date is December 31, 2019.
All pages or sheets are covered by this seal except:



HELLAND ENGINEERING & SURVEYING, LTD.
6109 Chancellor Drive
Cedar Falls, Iowa 50613-6916
(319)-266-0161

PRELIMINARY PLAT
OF
"MARK'S FIRST ADDITION"

PART OF SE 1/4 SW 1/4 SEC. 33-T89N-R12W
EVANSDALE, BLACK HAWK COUNTY, IOWA
FEBRUARY 2019

THIS PLAT REPRESENTS A SURVEY OF "MARK'S FIRST ADDITION"

That part of the West 10 acres of the East Half of the Southeast Quarter of the Southwest Quarter (E 1/2 SE 1/4 SW 1/4) in Section No. 33, Township No. 89 North, Range No. 12 West of the Fifth Principal Meridian, City of Evansdale, Black Hawk County, Iowa, described as follows:

Commencing at the Northeast corner of the Northwest Fractional Quarter (NW FRL 1/4) of Section No. 5, Township No. 88 North, Range No. 12 West of the Fifth Principal Meridian, point being a found standard concrete monument with a brass cap;
thence along the South line of said Southwest Quarter North 87°55' West a distance of 559.05 feet to the Southwest corner of said East Half of the Southeast Quarter of the Southwest Quarter, point being a set 1/2" rebar with license #23212;
thence along the West line of said East Half of the Southeast Quarter of the Southwest Quarter North 00°53 1/4' East a distance of 680.45 feet to the Southwesterly corner of Parcel "L" per Plat of Survey recorded in File 2019-11890 dated 02/04/2019 in the Office of the Black Hawk County Recorder, point being a found 1/2" rebar with license #23212;

thence along the Southerly line of said Parcel "L" South 59°05 1/4' East a distance of 83.25 feet to the Southeasterly corner of said Parcel "L", point being a found 1/2" rebar with license #23212;

thence along the East line of said Parcel "L" North 01°01 1/4' East a distance of 118.7 feet to a found 1/2" rebar with license #23212;

thence along the Easterly line of said Parcel "L" North 24°45' East a distance of 120.0 feet to Northeasterly corner of said Parcel "L", point being a found 1/2" rebar with license #23212;

thence along the Southwesterly right-of-way line of Lafayette Road South 65°15' East a distance of 410.0 feet to the Northwesterly corner of Parcel "F" per Plat of Survey recorded in Fee Book #2003-3722 dated 07/25/2002 in the Office of the Black Hawk County Recorder, point being a found a found 1"o.d. iron pinched pipe;

thence along the West line of said Parcel "F" also being the East line of said West 10 Acres of the East Half of the Southeast Quarter of the Southwest Quarter South 00°47 1/2' West a distance of 170.0 feet;

thence South 89°32 1/4' West a distance of 119.2 feet;

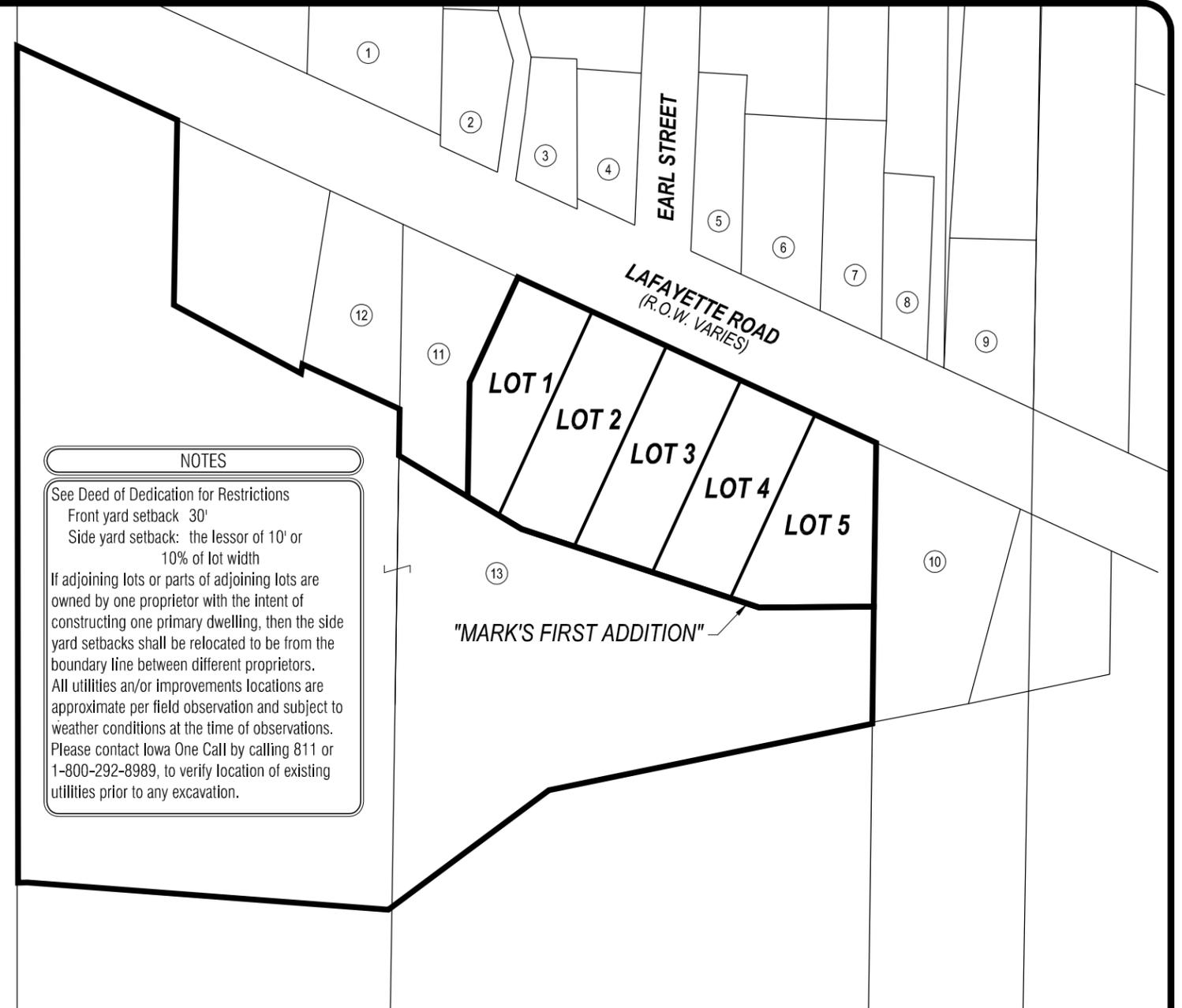
thence North 71°46 1/4' West a distance of 260.15 feet;

thence North 59°05 1/4' West a distance of 65.35 feet to the point of beginning;

Containing 2.17 acres.

Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.

Note: The South line of said Southwest Quarter is assumed to bear North 87°55' West for this description.



NOTES

See Deed of Dedication for Restrictions
Front yard setback 30'
Side yard setback: the lessor of 10' or 10% of lot width

If adjoining lots or parts of adjoining lots are owned by one proprietor with the intent of constructing one primary dwelling, then the side yard setbacks shall be relocated to be from the boundary line between different proprietors.

All utilities an/or improvements locations are approximate per field observation and subject to weather conditions at the time of observations. Please contact Iowa One Call by calling 811 or 1-800-292-8989, to verify location of existing utilities prior to any excavation.

OWNERS LISTING

- | | |
|---------------------------------------|--------------------|
| 1. CARMAN B. WILLIAMS | 4373 LAFAYETTE RD. |
| 2. NICOLE A. O'CONNELL | 4383 LAFAYETTE RD. |
| 3. HOWARD W. ALLEN | 435 EARL ST. |
| 4. HOWARD W. ALLEN | 435 EARL ST. |
| 5. JEFFERY S. SAMPSON | 4505 LAFAYETTE RD. |
| 6. HOME SWEET HOME 2 LLC. | 4509 LAFAYETTE RD. |
| 7. BRIAN L. HOLMAN | 4521 LAFAYETTE RD. |
| 8. DAVID L. & APRIL D. DOYLE | 4525 LAFAYETTE RD. |
| 9. RONALD F. & LIDA M. ARMSTRONG | 4537 LAFAYETTE RD. |
| 10. LANE A. STANGELAND & SHANE EBAUGH | 4560 LAFAYETTE RD. |
| 11. MARKS PROPERTY LLC. | 4412 LAFAYETTE RD. |
| 12. MICHAEL S. OVERKAMP | 4374 LAFAYETTE RD. |
| 13. MARKS PROPERTY LLC. | 4412 LAFAYETTE RD. |

RESOLUTION 6314
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, THAT
THE FOLLOWING BILLS BE PAID AND THE TRANSFERS ARE HEREBY ALLOWED

ABC EMBROIDERY	RU-12 UNIFORM SHIRTS	144.00	
ADVANCED AUTO	PD-FRNT STRUT ASSEMBLY #11	712.88	
	PD-LOF, DIAGNOSTIC CK #13	134.30	
	TOTAL:	847.18	
ADVANCED SYSTEMS	FD-COPIER CONTRACT	37.04	
ASPRO	RU-COLD PATCH	535.76	
AUTO PLUS	RU-BATTERY #17	127.05	
	RU-BATTERY CORE RETURN #17	(15.00)	
	TOTAL:	112.05	
BARTHOLOMEW, ROXANNE	FD-REFUND OVERPAYMENT	345.10	
B.H. COUNTY LANDFILL	AC-DEER CARCASS DISPOSAL	125.53	
B.H. COUNTY SHERIFF	PD-ANNUAL TRAINING RANGE USAGE	500.00	
APPROVED	BLACK HAWK ELECTRICAL	CH-SITE LIGHTING @ CITY HALL	24,500.00
BY CC	BLACKHAWK WASTE	APRIL 19 GARBAGE	16,961.70
11/20/2018		APRIL 19 RECYCLE	3,874.50
		TOTAL:	20,836.20
BOUND TREE	FD-MEDICAL SUPPLIES	186.30	
CENTRAL SERVICE & SUPPLY	RU-6" PUMP HOSE	549.17	
CENTURY LINK	SR-INTERNET	78.99	
CITY OF WATERLOO	RU-OCT-DEC 18 EVANSDALE/DORIS	315.00	
	RU-OCT-DEC 18 DUBUQUE/EVANS	315.00	
	RU-REPAIR LIGHT @ FLYING J	372.51	
	RU-JAN-MAR 19 EVANSDALE/DORIS	315.00	
	RU-JAN-MAR 19 DUBUQUE/EVANS	315.00	
	TOTAL:	1,632.51	
COURIER	PY-4/2 MINS & BILLS	104.67	
	PY-P/H NOTICE MARKS PRPTY	49.14	
	PY-BOA/PH-FRICKSON	20.64	
	TOTAL:	174.45	
CULLIGAN WATER	RU-WATER	25.00	
EASTMAN, JULIE	PY-RMBRS HOTEL CHARGES/IMFOA CONF	201.60	
EMSLRC	FD-CARD	8.00	
EVANSDALE WATER WORKS	PD-WATER EXPENSE	145.31	
	FD-WATER EXPENSE	145.31	
	PK-WATER EXPENSE	11.71	
	TOTAL:	302.33	
FAAS, DOUG	RMBURSE TRAVEL	188.50	
FAREWAY	SR-PROPANE EXCHANGE	31.98	
	SR-DISTILLED WATER	7.92	
	TOTAL:	39.90	
FASTENAL CO	SR-BOLT/PUMP	4.58	
	SR-BOLT/PUMP	1.22	
	TOTAL:	5.80	
GRAINGER	RU-BAND CLAMPS/HOSE REPAIR	47.27	
I.N.R.C.O.G.	RU-NE IA CORRIDOR STUDY #27	1,377.70	
IOWA FIRE CHIEF'S ASSOC	FD-IFCA DUES	50.00	
IOWA ONE CALL	RU-MARCH LOCATES	7.53	
	SR-MARCH LOCATES	7.53	
	TOTAL:	15.06	
MARC	SR-STOMP VANILLA INSECTICIDE	201.97	
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	PK-GRASS SEED	107.96	

	RU-SPRINGS #53	9.76	
	RU-POST/LAKESHORE PRJT	13.38	
	RU-SAFETY JACKET & GLOVES	58.91	
	TOTAL:	190.01	
NEUMAN, BEN	PD-RMBRSE TRVL/TRAINING	66.74	
P & K MIDWEST	RU-SERVICE 465X MOWER	172.65	
PCC	FD-AMB BILLING	1,535.76	
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 SUPPLIES	CH-PAPER, RECEIPT BK, KLEENEX	67.63	
	SR-PENS AND PRINTER INK	53.48	
	SR-PRINTER INK	38.99	
	TOTAL:	160.10	
TESTAMERICA LABS	SR-MONTHLY LAB TESTING	586.50	
TIFCO	RU-HYDRAULIC FITTINGS	186.61	
TYLER TECH	FY20 SOFTWARE MAINT	4,705.19	
USA BLUE BOOK	SR-LIFT ST PLUMBING	109.12	
WEBER PAPER CO	PD-SUPPLIES	43.39	
	FD-SUPPLIES	43.39	
	LIB-PAPER TOWELS	13.32	
	CH-PAPER TOWELS	39.95	
	TOTAL:	140.05	
WOOLVERTON	PY-SPRING NEWSLETTER	854.91	
	SW-SPRING NEWSLETTER	650.00	
	TOTAL:	1,504.91	
	001 GENERAL FUND	10,908.93	
	002 CAPITAL IMPROVEMENT	24,500.00	
	005 STREETS	2,278.58	
	110 ROAD USE TAX	2,808.90	
	610 SEWER FUND	1,163.66	
	670 LANDFILL/GARBAGE	20,836.20	
	740 STORM WATER	650.00	
	GRAND TOTAL:	63,146.27	
PREPAYS:			
83712	GARRETT BELLINGER	RU-RUNNING GEAR-SAND SPREADER	250.00
83754	BAKER & TAYLOR, INC	LIB-BOOKS/DVDS/VIDEOS	1,074.93
83756	CAPITAL ONE	LIB-BOOKS/DVDS/VIDEOS-POSTAGE-CONF	179.59
83757	EASTMAN, JULIE	PY-RMBRSE TRVL/IMFOA CONF	189.68
83758	RAND, DENISE	LIB-RMBRSE TRVL	111.94
83759	STATE INDUSTRIAL PRODUCTS	SR-ENZYMES	234.00
83760	US CELLULAR	PHONES	482.58
83761	WINDSTREAM	PHONES	432.05
DRAFT	ADVANTAGE ADMIN	HRA FEES	337.96
83763	AFLAC	PR DEDUCTION	60.02
DRAFT	IOWA WORKFORCE DEV	1ST QTR 2019 STUA	2,828.11
DRAFT	IPERS	RETIREMENT	7,785.59
83764	METLIFE	LIFE/VISION/DNTL INSURANCE	2,755.39
83765	MFPRSI	RETIREMENT	11,052.15
83766	POLICE ASSOC	PR DEDUCTION	70.00
DRAFT	TREAS-STATE OF IA	PR DEDUCTION	3,093.00
83767	VALID	PR DEDUCTION	50.00
83768	WELLMARK INS	HEALTH INSURANCE	16,845.63
	TOTAL PREPAYS		47,832.62

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, ON THIS 7TH DAY OF MAY 2019

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

Outdoor And More

2607 Center St.
 Cedar Falls IA 50613
 Phone: 319-277-1546
 Fax: 319-268-9349

Quote #: 0001633

Created: 03/19/2019
 Printed: 03/20/2019
 PO No:

Bill To:

City of Evansdale
 123 North Evans Road
 Evansdale, IA 50707
 (319) 493-0644

Item		Retail	Discount	Extended	Qty	Line Total	Tax
936930 SZ 72" Kaw.	Zero Turn SZ Kaw. 1000cc 72"	\$14,725.99	27.00%	\$10,749.97	1.0	\$10,749.97	EXMPT
789537	SEMI-PNEUMATIC TIRES SZ	\$194.99	7.00%	\$181.34	2.0	\$362.68	EXMPT
Frame mount trash kit	Trash Kit	\$69.99	5.00%	\$66.49	1.0	\$66.49	EXMPT
124485	Electric deck lift kit SZ	\$899.95	10.00%	\$809.96	1.0	\$809.96	EXMPT
Service		Retail	Discount	Extended	Qty	Line Total	Tax
FREIGHT	FREIGHT	\$1.00	50.00%	\$0.50	400.0	\$200.00	EXMPT
LABOR	HOURLY LABOR	\$70.00	50.00%	\$35.00	2.0	\$70.00	EXMPT

Additional Notes

Freight listed at 50% May possibly be able to beat freight.
 Labor listed to install electric deck lift. Mower listed at bid assist price. Full commercial 72" unit with electric deck lift added. ROP'S standard. 35hp Kawasaki engine. 21cc hydro pumps with oil cooler. 14mph. Fully adjustable commercial seat. 3 year engine warranty and 2 year no hour limit warranty on rest of unit.

+ Sale Total: \$11,989.10
+ Service Total: \$270.00
= Sub Total \$12,259.10
+ Tax: \$.00
= Grand Total: \$12,259.10

ALL RETURNS AND EXCHANGES MUST BE MADE WITHIN 30 DAYS OF THE PURCHASE DATE AND MUST HAVE RECEIPT.

ALL REPAIRS HAVE A 14 DAY GUARANTEE FOR THE ISSUE UNIT WAS BROUGHT IN FOR.

Selling Equipment

Quote Id: 19230689 **Customer Name:** CITY OF EVANSDALE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

P & K Midwest, Inc.
 2415 Sergeant Road
 Waterloo, IA 50701
 319-233-3553
 waterloo@pkmidwest.com

JOHN DEERE Z970R ZTrak

Hours:

Stock Number:

Contract: IA Construction, Ag, Ground Maint MA17288B (PG
 0N CG 22)

Selling Price *
 \$ 13,018.23

Price Effective Date: December 17, 2018

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2212TC	Z970R ZTrak	1	\$ 15,429.00	23.00	\$ 3,548.67	\$ 11,880.33	\$ 11,880.33
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1039	24x12N12 Michelin X Tweel Turf for 72 In. Decks	1	\$ 879.00	23.00	\$ 202.17	\$ 676.83	\$ 676.83
1506	72 In. Side Discharge Mower Deck	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2002	Fully Adjustable Suspension Seat with Armrests	1	\$ 495.00	23.00	\$ 113.85	\$ 381.15	\$ 381.15
Standard Options Total			\$ 1,374.00		\$ 316.02	\$ 1,057.98	\$ 1,057.98
Dealer Attachments/Non-Contract/Open Market							
TCB11248	Trash Receptacle Kit	1	\$ 103.79	23.00	\$ 23.87	\$ 79.92	\$ 79.92
Dealer Attachments Total			\$ 103.79		\$ 23.87	\$ 79.92	\$ 79.92
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price							\$ 13,018.23
Total Selling Price			\$ 16,906.79		\$ 3,888.56	\$ 13,018.23	\$ 13,018.23

JOHN DEERE Z950R ZTrak

Frickson Bros. Excavating

737 Colleen Ave.
Evansdale, Iowa
50707

Estimate

Date	Estimate #
4/22/2019	334

Name / Address
Evansdale Street Department 123 N. Evans Rd. Evans Rd. Evansdale, Iowa 50707

			Project
Description	Qty	Cost	Total
Price Quote for City of Evansdale Street Department To grade road shoulder's inside and outside of Dubuque Rd from Evans Rd , Gilbertville Rd and Evansdale Dr. Total price for all roads = \$4,400.00. Thank You.		4,400.00	4,400.00
		Total	\$4,400.00

Customer Signature _____



To: Mayor Faas and Members of the Evansdale City Council

From: Chris Even, Wastewater Foreman

Date: April 18, 2019

Re: Camera System

We have had three separate occurrences this spring in which people have dumped furniture and other large debris at the city's yard waste facility. People have dumped two beds, a couch, chairs, and carpet at the city's yard waste facility. In addition, people regularly fill up the dumpster at the wastewater treatment plant with their own garbage. The camera system that we currently have at the wastewater treatment plant is not high enough resolution to identify the people that are performing illegal dumping.

I have researched several different types of home security systems but none of the systems that I researched fit our situation at the wastewater treatment plant. Our internet is too slow to support a Wi-Fi camera system and the wired systems that I researched did not recommend more than 100 feet of wire between the camera and DVR. Consequently, we cannot install the cameras where they would be needed to capture the images that we would need to identify people performing illegal dumping.

Electronic Engineering looked at our situation at the wastewater treatment plant and recommended the attached high definition camera system with DVR. The system will have two cameras. One camera will capture a panoramic view of the yard waste facility and the other camera will be zoomed in to capture license plate numbers as vehicles are entering the yard waste facility. This system will allow us to identify and prosecute people performing illegal dumping at the yard waste facility.

I am requesting authorization from the city council to purchase the Clinton Electronics HD Camera System from Electronic Engineering in an amount not to exceed \$1,469, which includes installation and setup.

Electronic Engineering

Connections you can count on.™

750 Anborough Ave., Waterloo, IA 50701 / 319 235-5556

Company Name: City of Evansdale
 Order Contact: Chris Schares
 Order Email: publicworks@cityofevansdale.org
 Customer #: _____

Proposal

Your Account Representative
 Name: Doug Gowans
 Phone: (319) 235-5556
 Fax: (319) 291-7184
 Cell: (319) 404-8725
 Email: dgowans@eengineering.com
 Date: 4/4/2019
 PO # _____
 Phone: _____
 Fax: _____

Bill To: _____
Billing Address: _____
City, State, Zip: _____
Attention: _____

Ship To: _____
Shipping Address: _____
City, State, Zip: _____
Attention: _____

Qty	Model/Part #	Equipment / Service Description	Unit Cost	Extended Price
		CLINTON ELECTRONICS HD CAMERA SYSTEM		\$ 1,060.00
		Your system features HD cameras and digital recording		
1	CE	Clinton EX4 / HD DVR / 1 TB / HDMI	\$ 400.00	
1	CE	CE-BZ2HDB / Outdoor Bullet / VF 7-22 mm / IR / 2 MP	\$ 294.00	
1	CE	CE-BZ0HDBL / Outdoor Bullet / VF 2.8-12 mm / IR / 2 MP	\$ 256.00	
1	CE	CE-DC /AC 12V/4 Power Supply / 4 camera	\$ 61.00	
1	Misc	Misc. Supplies: Gang Boxes, BNC Connectors, Tape, Wire, Etc.	\$ 49.00	
				\$ -
		Professional Installation by Electronic Engineering	2 Techs	\$ 380.00
		Configure and Set Cameras to Specs; Mount and Adjust.	Half Day	
		Connect to DVR and Monitor		\$ -
		Test System to Specs/ Ltd Server and System training.		\$ -
		Special permits, equipment, extra cable, parts, etc. to complete		\$ -
		installation is extra if needed.		\$ -
				\$ -
		Service and Support		\$ -
		Clinton Electronics 3 yr warranty; Free Clinton Connect App.		NC
		Unlimited Phone Support; Clinton Support: 1-800-549-6393		NC
		Extended Warranty Service and Support is available.	\$95	\$ -

NOTES:

TOTAL EQUIPMENT:	\$	1,060.00
TAX: 7.00%		
SHIPPING:	\$	29.00
PROGRAMMING:		Included in labor
INSTALLATION:	\$	380.00
TOTAL NON-EQUIPMENT:		
TOTAL AMOUNT DUE:	\$	1,469.00



PHONE 232-4150
BLACK HAWK
WASTE DISPOSAL, INC.
WWW.BLACKHAWKWASTE.COM



Proposal

Page 1 of 1

ASPRO, INC.

3613 Texas Street
PO Box 2620 * Waterloo, Iowa 50704
Phone 319 232-6537 Fax 319 232-6539

Proposal Submitted To Attn: Chris	Phone 493-0644	Date 18-Apr-19
City of Evansdale	Job Name Ellendale Drive	
Street	Job Location Evansdale, IA	
City, State and Zip	publicworks@cityofevansdale.org	Fax Number

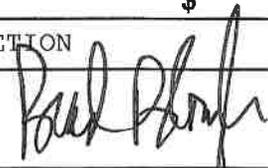
We hereby submit specifications and estimates for:	
Approx. 520' x 23' - 4" HMA Paving including fine grading...	31,350.00
*** Does not include any rough grading or rock base if necessary.	

We propose hereby to furnish material and labor for the sum of: \$ **31,350.00**

Payment is to be made as follows: UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a Workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmens' Compensation Insurance.

Authorized
Signature



Brad Blough

This proposal may be withdrawn
if not accepted within:

30 days

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made upon completion.

Signature

Date of Acceptance:

Signature

QUOTE

LUCAS ASPHALT PAVING
701 TIMBEROAK RD.
EVANSDALE , IA. 50707
319-234-1157 lucasasphalt@mchsi.com

DATE: APRIL 3, 2018

TO: City of Evansdale
RE: Ellen St. Ellendale Drive
Evansdale Ia.

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Bob lucas	Asphalt Road		

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
-----	-------------	------------	------------

We propose asphalt installation as follows:

City will have rock base & grading done prior to arrival.
We will fine tune & compact your rock base.

Installation of 2" asphalt base material.
Installation of 2" asphalt surface layer.
Total sq.ft. to be paved 520' x 23'.

SUBTOTAL

SALES TAX

TOTAL **\$32,500.⁰⁰**

Quotation prepared by: Debbie Lucas _____

This is a quotation on the goods named, subject to the conditions noted below: [Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.]

To accept this quotation, sign here and return: _____

Thank you for your business!

PROJECT WORKSHEET
Prairie Road Builders, Inc

Date: 12/14/17

Customer: City of Evansdale, Iowa
 *Budget numbers
 Chris
 publicworks@cityofevansdale.org

PRAIRIE ROAD BUILDERS ARE HONORING THIS QUOTE FROM 2017

CODE: SS-Single Seal, DS-Double Seal, SL-Slurry Leveling, HM-Hot Mix Overlay, P-Patch, SCR-Scarify, SLS-Slurry Seal J-Joints, CS-Crack Seal, R-Randoms, BR-Base Repair, BP-Base Prep

Identification	From	To	Measurement	Sq. Yd.	Rec. Imp.	Cost
1. Shipp St.	Evans Rd	Brown St. (High line pole west of Brown St.) Brown St. Radius	25 x 80 avg 40 x 46 avg 40 x 28 avg 395 x 25 avg 380 x 27 avg 18 x 42 40 x 24	222 204 124 1097 1140 84 107	Grind, reshape & compact existing roadway. Add 2-1/2 inches of Class A stone. Shape & compact Heavy seal coat	42,895.50
Shipp St.	Brown St.	Randall Ave	40 x 23 avg 790 x 22 avg 35 x 24 avg 45 x 27 avg 52 x 31 avg	102 1931 93 135 179		
2. Ellendale Dr.	Evans Rd (start after asphalt)	Elmer Ave (stop at asphalt)	520 x 23 4" Asphalt 300 Tons	1329	Blade, shape & compact existing roadway. Add 2-1/2 inches of Class A stone Shape & compact Heavy seal coat Adjust 2 manholes	10,085.75
Make street 23' wide. Measure off north side.						
Special Notes: 1. City to furnish water to aid in the compaction of base. 2. These streets will need to be seal coated the following year: Item #1 Projected cost \$13,003.20 Item #2 Projected cost \$ 3,189.60						
					Total:	52,981.25



PROPOSAL

1007 1st Ave. NW * PO Box 355 * Farley, IA 52046
 (563) 744-3422 Fax (563) 744-3146
 Fed ID # 42-1463491

kluesnerconstruction.com

DATE	ESTIMATE #
5/1/2019	17999

NAME / ADDRESS	CELL NUMBER	FAX NUMBER	PHONE NUMBER
CITY OF EVANSDALE 123 N EVANS RD EVANSDALE, IA 50707-1199			319-232-6683
	LOCATION		

DESCRIPTION	TOTAL
ASPHALT REPAIR OF CITY STREETS CITY OF EVANSDALE WILL: SAW EDGES REMOVE OLD MATERIAL AND HAUL AWAY PREP AND COMPACT BASE KCI WILL: FURNISH AND PLACE 3" ASPHALT AT \$126/TON - FINAL BILLING WILL BE BASED ON ACTUAL QUANTITIES USED DEERWOOD PARK - CAMPGROUND AREA - 3 AREAS - APPROX. 2,012 SQ FT ***CITY WILL SUPPLY TAX EXEMPT CERTIFICATE FOR MATERIALS.	4,788.00
WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS. SIGN:	TOTAL \$4,788.00

PAYMENT DUE UPON COMPLETION OF THE WORK. PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN ____ DAYS.

SIGNATURE _____

QUOTE

LUCAS ASPHALT PAVING
701 TIMBEROAK RD.
EVANSDALE , IA. 50707
319-234-1157 lucasasphalt@mchsi.com

DATE: APRIL 12, 2018

TO: City of Evansdale
RE: Deerwood patches.
Evansdale Ia.

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Bob lucas	Asphalt maintenacne		

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
-----	-------------	------------	------------

We propose asphalt repairs as follows:

City will have patches ready for asphalt.
Sizes 42' x 16', 65' x 20', 20' x 2'. (3" thickness)
Total sq. ft 2012 @ \$2.40 per

SUBTOTAL	
SALES TAX	
TOTAL	\$4,800.00

Quotation prepared by: Debbie Lucas _____

This is a quotation on the goods named, subject to the conditions noted below: [Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.]

To accept this quotation, sign here and return: _____

Thank you for your business!



Bear Creek Landscapes

3815 Union Road
Cedar Falls, IA 50613

Phone # 319-277-6643
Fax # 319-277-6643

creeklandscapes@aol.com
www.bearcreekls.com

Invoice

Date	Invoice #
4/16/2019	3127

Bill To
City of Evansdale 123 N. Evans Road Evansdale, Iowa 50707 1101 Lakeshore Place seed grade

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/16/2019			
Quantity	Description			Price Each	Amount	
1	Pulverized Topsoil per 15 ton load delivered			490.00	490.00T	
4,500	Hydro-seeding and fine grading per square foot			0.24	1,080.00T	
10	Labor per man hour including equipment			68.00	680.00T	
	State exemption			0.00%	0.00	
					Total	\$2,250.00



Proposal

Wapsie Pines

Client Name: City of Evansdale
Project Name: City of Evansdale:1101 Lakeshore Pl:EST1256385
Jobsite Address: 1101 Lakeshore Pl Evansdale, IA 50707 **Billing Address:** 123 N Evans Rd Evansdale, IA 50707
Estimate ID: 21933
Date: Apr 19, 2019

Thank you for allowing Wapsie Pines to estimate your project. Please feel free to call or email us if you have any questions. If you would like to reserve a spot on our list, please sign and return this estimate at your earliest convenience.

Labor and equipment costs include all applicable insurance and licensing costs. The material costs listed below include shipping, waste, and warranty unless otherwise noted. Estimates do not include survey or engineering costs if needed.

Grade + Hydroseed	\$3,687.99
--------------------------	-------------------

	Construction (Crew Leader) Estimate includes raking out rock		\$1,336.60
	Construction (Labor)		\$1,089.00
	Landscape Hydro Seeder (Truck and Trailer)		\$529.54
	Landscape Truck		\$98.35
3200 SF	Turf - Hydroseed	\$0.13	\$416.00
500 SF	Erosion Control - Blanket	\$0.14	\$70.00
6 Yard	Soil - Black Dirt - As Needed	\$24.75	\$148.50
Subtotal			\$3,687.99
Taxes			\$0.00
Estimate Total			\$3,687.99

This estimate serves as the Agreement to Proceed based upon the estimate outlined above and if needed, the accompanying drawing. Once a signature of acceptance is received by Wapsie Pines your work will be scheduled.

- *The client will be responsible for all payments to Wapsie Pines unless otherwise notified in writing prior to commencement.*

- The client shall provide water and electricity at no charge to Wapsie Pines for construction purposes.
- The client shall provide access to the site during Wapsie Pines normal working hours and storage space for materials during the contract progress.
- Wapsie Pines is not able to accept responsibility for any damage to (or cost involved with) any underground hazards, obstructions or services not made known to us in writing or apparent visual inspection.
- Final payment to be made following completion and payable within 7 days of our invoice. A 1.5% interest rate will be charged monthly on past due balances.
- Price to remain fixed for 6 weeks beyond estimate date. Acceptance before that date will ensure no increase in the cost of the works specified in the quotation.
- It is very important and the responsibility of the client to ensure we are made aware of any special/statutory Bylaws/Conditions/Permissions that may be involved.
- We accept no responsibility for work that have been carried out on land that is not under the ownership of the client and it is assumed that all planning laws and regulations have been applied before the commencement of any works.
- We are not able to accept responsibility for the well-being and maintenance of living plant material, including turf, following practical substantial completion unless a maintenance contract is in existence or is identified in the above estimate.
- If necessary we reserve the right to substitute any plant with another of equal value and growth/habitat/color in accordance with the specification.
- After practical substantial completion, we are not able to accept responsibility for any damage through the elements, including drought, winds, rain and frost to any materials including plants.
- Upon practical substantial completion the care and watering of all plants, lawns, etc., is handed over to the client and will require regular attention until established.
- Severe weather conditions, including drought, may cause the delay of start date of the contract.
- All materials on site remain the property of Wapsie Pines until payment is received in full.
- Maintenance is not included in the contract unless specified.
- We reserve the right to change these terms and conditions at any time.

Estimate authorized by: Autumn Dodd
 Company Representative

Estimate approved by: _____
 Customer Representative

Signature Date: April 19, 2019

Signature Date: _____

AGREEMENT FOR PROFESSIONAL SERVICES

GENERAL ENGINEERING SERVICES

CITY OF EVANSDALE, IOWA

This Agreement, made this ____ day of _____ 2019, by and between City of Evansdale, 123 N. Evans Rd., Evansdale, Iowa 50707 hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 855 Wright Brothers Blvd SW Ste 2A, Cedar Rapids, IA 52404, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional General Engineering Services in conjunction with various City projects and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform General Engineering Services requested by the CLIENT as described in Section III-A of this Agreement.
- B. Upon mutual agreement of the parties hereto, Additional Project Engineering Services may be authorized by separate work order as outlined in Section III – B of this Agreement.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, drainage reports, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

Doug Faas City of Evansdale Mayor
City of Evansdale 123 N. Evans Rd. Evansdale, Iowa 50707 Phone: (319) 232-6683

- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.
- H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

SECTION III - COMPENSATION FOR SERVICES

- A. **Basic Services.** Bolton & Menk, Inc. proposes to serve the City of Evansdale on an hourly basis. Therefore, to assist the City in handling day-to-day general engineering items not associated with a particular project it is proposed to perform these tasks at reduced rate of \$85/hour for the Consultant City Engineer and other professional engineers for non-project related services up to 40 hours per month, including two public meetings per month. Attendance at Evansdale City Council meetings will incur no more than one hour of service charge per meeting regardless of actual meeting duration.

As this applies to non-project related items, the savings is generally related to expenditures from the general fund budget of the City.

For work requested in excess of 40 hours per month, standard hourly billing rates shall apply. CONSULTANT will request and must receive written authorization prior to any work in excess of 40 hours per month.

- B. **Project Engineering Services.** When requested by the Client, Bolton & Menk will develop, by Work Order, a scope of services and estimate of hours to complete each project. This information

will be the basis for developing a fee for projects.

Billings are based on hours spent at rates in effect for the individuals performing the work. The hourly rates for Principals, Senior Associates, Associates and members of the staff vary according to skill and experience. These rates shall apply for projects for the period through December 31, 2019 and may be adjusted annually thereafter to account for changed labor costs, inflation or changed overhead conditions.

Hourly rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance and other items of this general nature, will be invoiced separately, upon client approval. Rates and charges do not include sales tax, if applicable.

The CLIENT will compensate the CONSULTANT in accordance with the attached schedule of fees effective through December 31, 2018 for the time spent in performance of Agreement services.

IV - GENERAL

- A. **Standard of Care.** Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.
- B. **Change in Project Scope.** In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.
- C. **Limitation of Liability.** CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

- D. **Insurance.** The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000 and annual aggregate of \$1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

- E. **Opinions or Estimates of Construction Cost.** Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.
- F. **Construction Services.** It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.
- G. **Use of Electronic/Digital Data.** Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S

purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

- H. **Reuse of Documents.** Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire an ownership interest in all identified deliverables, including Plans and Specifications, for any reasonable use relative to the Project and the general operations of the CLIENT. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project and any reuse other than that specifically intended by this AGREEMENT will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT.
- I. **Confidentiality.** CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.
- J. **Period of Agreement.** This Agreement will remain in effect for a period of two years or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.
- K. **Payments.** If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, may be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.
- L. **Termination.** This Agreement may be terminated by either party for any reason or for convenience by either party upon thirty (30) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

- M. **Contingent Fee.** The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.
- N. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

- O. **Controlling Law.** This Agreement is to be governed by the law of the State of Iowa.
- P. **Dispute Resolution.** CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation, using a mutually acceptable Neutral Third Party and mutually agreeable mediation process. If the mediation is unsuccessful in resolving the dispute, the parties may mutually agree to submit to another method of dispute resolution or submit the dispute to a court of competent jurisdiction.
- Q. **Survival.** All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.
- R. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Evansdale, Iowa

CONSULTANT: Bolton & Menk, Inc.

Doug Faas, Mayor

Adrian Holmes P.E., CFM
Project Manager

Attest: DeAnne Kobliska, City Clerk

Date

Date

RESOLUTION 6315

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, SETTING THE DATE OF PUBLIC HEARING TO AMEND THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2019

WHEREAS, the state code requires cities to amend their estimates of revenue and expenditure appropriations; and

WHEREAS, the state code also requires cities to hold a public hearing prior to amending their estimates;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Evansdale, Iowa, that a public hearing is hereby set for 6:00 PM, Tuesday, May 21, 2019 to hear comments regarding the proposed amendment of the budget for fiscal year ending June 30, 2019.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed and authorized to advertise said public hearing according to State Law.

PASSED AND ADOPTED THIS 7TH DAY OF MAY 2019

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

To: City Council
From: DeAnne Kobliska
Date: 05/03/2019
Re: Budget Amendment

FY2019 Budget #2

Revenue:

Sale of City Property \$80,000

Transfer in - \$157,517 - reimburse general fund CDBG Project

Transfer in - \$115,000 reimburse general fund – River Forest Road Reconstruction Project

Transfer in - \$2,000 reimburse CDBG fund from TIF

Transfer in - \$200 from NW TIF district to Debt Service

Expense:

Final – Deerwood Campground electrical repairs - \$10,500

Debt Service - \$200 – GO Bond call fee

Transfer out - \$157,517 from CDBG project to General fund

Transfer out - \$115,000 from Capital projects to General fund

Transfer out - \$2,000 from East Heights TIF to CDBG project

Debt Service \$200 (call payment)

Let me know if you have questions!!

Thank you,

DeAnne

RESOLUTION NO. 6316

Resolution consenting to assignment of Trustee Agent Agreements; Escrow Agent Agreements; and/or Paying Agent and Registrar and Transfer Agent Agreements

WHEREAS, the City Council of the City of Evansdale, Iowa (the “City”), has adopted certain resolutions (the “Resolutions”) duly authorizing and providing for the issuance of certain bonds, notes or other obligations (collectively, the “Outstanding Obligations”); and

WHEREAS, pursuant to the Resolutions, the City appointed Bankers Trust Company, Des Moines, Iowa (“Bankers Trust”), as the registrar and paying agent for the Outstanding Obligations and approved the execution of Paying Agent and Registrar and Transfer Agent Agreements with Bankers Trust with respect to the Outstanding Obligations; and

WHEREAS, in connection with the issuance of certain Outstanding Obligations, the City may have also entered into certain Trustee Agent Agreements and/or Escrow Agent Agreements with Bankers Trust; and

WHEREAS, UMB Bank, n.a. (“UMB”) will acquire the corporate trust business of Bankers Trust, and any existing Trustee Agent Agreements; Escrow Agent Agreements; and Paying Agent and Registrar and Transfer Agent Agreements (collectively, such Agreements are hereinafter referred to as the “Agreements”) between the City and Bankers Trust will be assigned by Bankers Trust to UMB; and

WHEREAS, Bankers Trust and UMB have requested that the City consent to the assignment of the Agreements;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Evansdale as follows:

Section 1. The City hereby consents to the assignment of the Agreements from Bankers Trust to UMB. The Mayor and the City Clerk are hereby authorized to execute such documents as may be necessary to carry out the assignment of the Agreements, including the “Acknowledgment to Assignment” that has been prepared by Bankers Trust and presented to the City.

Section 2. The effective date of the assignment of the Agreements shall be as set forth in the Acknowledgment to Assignment.

Section 3. To the extent that the City has continuing disclosure requirements pursuant to Rule 15c2-12 of the Securities Exchange Act relative to the Outstanding Obligations, the City will cause a notice of the assignment of the Agreements to be posted on the MSRB Electronic Municipal Market Access (EMMA).

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED THIS 7TH DAY OF MAY 2019

Doug Faas, Mayor

Attest:

DeAnne Kobliska, City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
BLACK HAWK COUNTY SS:
CITY OF EVANSDALE

I, the undersigned, City Clerk of the City of Evansdale, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to adopting a resolution consenting to assignment of Trustee Agent Agreements; Escrow Agent Agreements; and/or Paying Agent and Registrar and Transfer Agent Agreements, as referred to therein.

WITNESS MY HAND this ____ day of _____, 2019.

DeAnne Kobliska, City Clerk

