

**REGULAR CITY COUNCIL MEETING
TUESDAY – SEPTEMBER 1, 2020 – 6:00 PM
EVANSDALE CITY HALL**

AGENDA
AMENDED

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Approval of the September 1, 2020 agenda
5. Approval of the August 18, 2020 regular minutes and August 24, 2020 special meeting minutes
6. 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. Liquor License Renewal: Pilot Travel Centers – BC0026021 – effective 10/20/2020
 - b. Formal request to approve the repair of the Community Response Center Parking Lot in an amount not to exceed \$1,400
 - c. Formal request to approve the replacement of concrete at manhole on Doris Dr. across from Flying J
 - d. Appointment: Library Board Trustee (Appointed by Mayor approved by Council)
 - a. Kristi Osborne – with term ending 06/30/2023
7. Approval of the Resolution Calendar – All items listed under the Resolution Calendar will be enacted by one vote. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.
 - a. Resolution 6441 authorizing payment of bills and transfers
 - b. Resolution 6442 approving FY2020 Street Finance Report
 - c. Resolution 6443 setting date of public hearing for FY2021 budget amendment
 - d. Resolution 6444 approving the preliminary plans and specifications and professional service agreement with Shive-Hattery in the amount of \$13,250 for the Lake Shore Place Cul-de-sac Project and authorizing the Mayor to sign said agreement
8. Request from Ray’s Supermarket II - 3452 Lafayette, to place a curb cut located along River Forest Rd.
9. Request from Lyle Hillman to extend nuisance abatement on River Road (received certified letter to abate)
10. Request from Mayor Beatty to enter into an agreement with Bolton & Menk, Inc. for the creation of a marketing brochure with development potential information & conceptual layout graphics in an amount not to exceed \$12,500 and authorize the Mayor to sign said agreement
11. Public discussion
12. Mayor/Council Reports
13. Adjournment

CITY HALL
EVANSDALE, IOWA, AUGUST 18, 2020
CITY COUNCIL
TROY BEATTY, 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: Dewater, Seible, Bender, Walker, and Beam. Quorum present.

Seible/Walker to approve the August 18, 2020 agenda as amended by removing item 10 – request from Lyle Hillman. Ayes-Five. Motion carried

Dewater/Seible to approve the following items on the August 18, 2020 consent agenda. a. Approval of August 4, 2020 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 (July), Building Inspection Report (July), Clerk/Treasurer Report (July), Code Enforcement Report (July), Evansdale Municipal Housing (n/a), Library (July), Parks & Rec Dept. (July), Planning & Zoning (n/a), Police Dept. (July), Storm Water Commission (n/a), and Water Works (July). c. Request from Amvets #31 to hold annual white clover fundraiser on September 11th & 12th at the intersections of Lafayette Rd/Evans Rd and River Forest Rd/W. Gilbert Dr. d. Appointment: Civil Service Commission (Appointed by Mayor approved by Council) Rick Reuter—with term ending 06/30/2024; Chad Deutsch—with term ending 06/30/2024; Heidi Frank—with term ending 06/30/2022. e. Amend Gary Hansen's appointment term on the Library Board to 06/30/2023. f. Formal approval of repair to wastewater/yard waste tractor in the amount not to exceed \$1,600. g. Motion to reschedule public hearing to August 24, 2020 at 8:00 a.m. on proposal to enter into a General Obligation Urban Renewal Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$4,500,000. h. Resolution 6438 authorizing payment of bills and transfers. Roll call vote: Ayes-Five.

Walker/Bender to approve request from Public Works Director to remove 9 trees/stumps with Planetary Tree Service in an amount not to exceed \$4,600. Ayes-Five. Motion carried.

Seible/Beam to approve request from Public Works Director to upgrade traffic lights at the corners of Evansdale Drive and Doris Drive with the City of Waterloo in an amount not to exceed \$25,000. Mayor Beatty stated that the traffic lights at the intersections of Evansdale Drive and Doris Drive have not been working correctly since they have been installed ten years ago. He also stated that it would be beneficial to have them upgraded now considering the upcoming development project. Councilor Seible questioned if it was due to upgrading or additional traffic with new business to the area. Mayor Beatty responded that it was mainly due to the lack of operation of the lights. Ayes-Five. Motion carried.

Seible/Beam to approve the GPS quote with Samsara in the amount of \$3,790 annually. Mayor Beatty described the different systems and what each provider, Verizon, Samsara, and GPS Insight, had to offer. He also stated that the Samsara units have a hot spot as part of every unit, which will help serve the squad cars as they utilize them currently. Councilor Beam questioned Police Chief Dean on his thoughts about the system. Chief Dean responded that he was concerned about operating securely and public record issues. Mayor Beatty responded that he had spoken to several other police departments that had the system and in the event the GPS is subpoenaed they would receive a large data file that would be difficult to decipher without the software that runs the

system. Beam also questioned if the Wi-Fi hotspot would reduce costs for the police department in the future. Dean responded that we were in the process of purchasing hot spots and wasn't sure of the outcome at this time. Councilor Dewater believed that a request for public information would be limited. Bender questioned the price difference. Beatty responded about \$1,000 annually between Verizon and Samsara. Ayes-Five. Motion carried.

Walker/Beam to table request from Ray's Supermarket II - 3452 Lafayette, to place a curb cut located along River Forest Rd. Yasmeen with Ray's Supermarket stated that at one point the west side of the parking lot was open and that she was requesting that side be reopened. She also stated that it was difficult to receive product and fuel. Councilor Walker responded that according to the DOT it was illegal to place a curb cut at that location, so unless the laws changed, I don't know how a cut can be placed. Yasmeen responded that she was told that there was a possibility a curb cut could be completed after the River Forest Rd. project was completed and closed. She also stated that they have curb blocks to help with the traffic and to stop people from driving through and on several occasions, they have been dragged onto the street. Mayor Beatty stated that he saw evidence of that this morning as a curb block was in the roadway. Chris Schares, Public Works, stated that the city had to remain in compliance with the curb as is until the project was completed. Councilor Seible stated that he struggled with this decision as the owners of Pronto were really struggling and we weren't allowed to make any changes to the curb at that time. Mayor Beatty stated that you can approve it tonight pending the City Engineers review of the request. Ayes-five. Motion carried.

Walker/Beam to approve request to upgrade the software on the City telephone computer and replace and upgrade Wastewater computer in an amount not to exceed \$1,088 with discount. Mayor Beatty stated that we were replacing outdated software and a 2010 model computer. Ayes-five. Motion carried.

Seible/Walker to table the consideration of hiring a Library Consultant. Mayor Beatty stated that he hadn't received all of the quotes he had requested but thought it would benefit the city to have an opinion on how we could best serve our community going into the future. Kathy Pritchard, Library Board Member, stated that Eunice at the Northeast District of the State Library was a good resource on a local and state level. Councilor Beam stated that he had been in contact with the Waterloo Library and that they were eager to serve their patrons by utilizing the internet and other resources related to online activity. Kevin Daringer stated that the Aplington Library had several computers for their local students to utilize for their homework. Mayor Beatty also stated that there were grants available for consulting purposes. Councilor Dewater stated that he was in favor of the consultant as a third-party opinion. Ayes-five. Motion carried.

Public Discussion: Non agenda items: Kevin Daringer, Central Ave., stated his concern with the EYSA ball diamond and the upkeep of City property. He also stated that the Council could terminate the agreement as the property wasn't being properly maintained and wanted Council to consider taking action as soon as possible. Steven Bender, 1762 Timberline Dr., the current administration has really run the ball diamonds into the ground. Councilor Beam commended Daringer for being involved. Councilor Dewater stated that our goal was not to punish the current administration but to improve the ball diamond for future use. Daringer responded that he wanted to see a team in place that would run the organization and make it safe and fun for the kids. Mayor Beatty stated that the city would inspect the ball diamonds and put a list together of the items the city wanted to see improved. Beam questioned if we would place on the agenda. Beatty responded that he would default to our City Attorney. Councilor Bender questioned if the city was still funding the organization or did that cease. Clerk Kobliska responded that the council had budgeted

funds but wanted proof the work was completed before they reimbursed the organization. No City funds had been donated for several years. Councilor Walker stated that Dewater and himself asked the organization if they needed help as they planned on volunteering their time and were politely told no. Janee Olson, 121 Wema Ave., stated her thanks to the Mayor and Council for approving the garage sale extension, as she had appreciated it.

Mayor/Council Reports: Mayor Beatty asked council for their input. Councilor Seible stated that he wanted to bring up the repairs again for the bucket truck as according to his records, from the council meeting November 2018, the city was saving money with the bucket truck. Councilor Walker and Dewater both stated that they wanted to repair the truck when it was placed on the agenda. Seible also questioned if posts would be placed around the new generators for protection. Chris Schares responded that the Arbutus generator had a high step that would protect the generator, but posts could be placed at the East End location. Walker questioned if the bucket truck repair could be approved tonight. Mayor Beatty responded no but would contact council by email and place on next agenda for formal approval. Walker requested a call as he doesn't receive city emails. Mayor Beatty stated that FEMA did approve the Fire Department grant in the amount of \$124,285 with city share at \$5,918.

There being no further discussion, Seible/Beam to adjourn the meeting at 6:52 p.m. Motion carried.

ATTEST:

Troy Beatty, Mayor

DeAnne Kobliska, City Clerk

CITY HALL
EVANSDALE, IOWA, AUGUST 24, 2020
CITY COUNCIL
TROY BEATTY, MAYOR, PRESIDING

The City Council of the City of Evansdale, Iowa met in special 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 8:00 a.m. on the above date. Council members present in order of roll call: Seible, Bender, Walker, and Dewater. Absent: Beam. Quorum present.

Bender/Seible to approve the August 24, 2020 agenda. Ayes- Four. Motion carried.

Dewater/Seible to open the Public Hearing on the Proposal to enter into a General Obligation Urban Renewal Loan Agreement at 8:01 a.m. Proof of publication on file, no comments received. Ayes-Five. Motion carried. Seible/Bender to close the public hearing at 8:01 a.m. Ayes- Four. Motion carried.

Dewater/Seible to approve Resolution 6439 setting date for sale of General Obligation Urban Renewal Bonds, Series 2020A, and authorizing the use of a preliminary official statement in connection therewith. Roll call vote: Ayes-Four.

Walker/Dewater to approve Resolution 6440 taking additional action on proposal to enter into a General Obligation Loan Agreement, setting the date for sale of Taxable General Obligation Urban Renewal Bonds, Series 2020B, and authorizing the use of a preliminary official statement in connection therewith. Roll call vote: Ayes-Four.

There being no further discussion, Seible/Bender to adjourn the meeting at 8:04 a.m. Motion carried.

ATTEST:

Troy Beatty, Mayor

DeAnne Kobliska, City Clerk

Applicant License Application (BC0026021)

Name of Applicant:	<u>Pilot Travel Centers LLC</u>		
Name of Business (DBA):	<u>Pilot Travel Center #637</u>		
Address of Premises:	<u>445 Evansdale Dr</u>		
City	<u>Evansdale</u>	County:	<u>Black Hawk</u> Zip: <u>5070700</u>
Business	<u>(319) 291-7714</u>		
Mailing	<u>Pilot Travel Centers LLC</u>		
City	<u>Knoxville</u>	State	<u>TN</u> Zip: <u>37939</u>

Contact Person

Name	<u>Kevin Crawford</u>		
Phone:	<u>(865) 588-7488</u>	Email	<u>Kevin.crawford@pilottravelcenters.com</u>

Classification Class C Beer Permit (BC)

Term:12 months

Effective Date: 10/20/2020

Expiration Date: 10/19/2021

Privileges:

- Class B Wine Permit
- Class C Beer Permit (BC)
- Sunday Sales

Status of Business

BusinessType:	<u>Limited Liability Company</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

James Haslam III

First Name: James **Last Name:** Haslam III
City: Knoxville **State:** Tennessee **Zip:** 37919
Position: CEO
% of Ownership: 0.00% **U.S. Citizen:** Yes

Pilot Corporation

First Name: Pilot **Last Name:** Corporation
City: Knoxville **State:** Tennessee **Zip:** 37909
Position: Member
% of Ownership: 50.10% **U.S. Citizen:** Yes

Kristin Seabrook

First Name: Kristin **Last Name:** Seabrook
City: Knoxville **State:** Tennessee **Zip:** 37934

Position: VP, General Counsel,

% of Ownership: 0.00%

U.S. Citizen: Yes

FJM Investment LLC

First Name: FJM

Last Name: Investment LLC

City: Salt Lake City

State: Utah

Zip: 84411

Position: Member

% of Ownership: 11.30%

U.S. Citizen: Yes

National Indemnity Company

First Name: National

Last Name: Indemnity Company

City: Omaha

State: Nebraska

Zip: 68102

Position: Member

% of Ownership: 38.60%

U.S. Citizen: Yes

Keneth Parent

First Name: Keneth

Last Name: Parent

City: Knoxville

State: Tennessee

Zip: 37919

Position: President

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: First Western Insurance

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective Date:

Temp Transfer Expiration Date:

**CITY OF EVANSDALE, IOWA
BOARDS & COMMISSIONS APPLICATION**

Date: August 21, 2020

I, Kristi Osborne, request to be appointed to (state preference):
(Name)

1. Library Board 2. _____

Home Phone: 319-233-3745 Cell Phone: 319-939-9060 Work Phone: _____

Email Address kozz9060@gmail.com

Home Address 1146 Brookside Avenue, Evansdale Zip Code 50707

Employer Farm Credit Services of America Title Financial Specialist

Employer Address 7419 Nordic Drive, Cedar Falls, IA Zip Code 50613

How long have you resided in Evansdale? 26 years

List current membership in organizations and offices held: None

I am available for meetings: A.M. P.M. Noon Evenings

I am available to serve on a Board/Commission the entire year: Yes No If no, list months not able to serve: _____

Briefly explain your qualifications for appointment to a designated Board/Commission: _____

I have a general interest in our community and want what is best for the people in our community. I am open open minded, have excellent communication skills and have lived in Evansdale for 26 years.

Additional information and comments that may not be evident from information already on this form:

References (include phone numbers): Joel Osborne 319-233-3745, Janice Ahlhelm 319-215-3829

I understand this application does not bind me to accept an appointment should it be offered, nor does it guarantee an appointment to a Board/Commission. If selected, I will be available to attend appropriate training sessions. This application will remain valid and on file for one calendar year from above date.

Signature Kristi Osborne

RETURN TO MAYOR'S OFFICE, 123 N EVANS RD., EVANSDALE, IA 50707; FAX 291-4286; or EMAIL: mayor@cityofevansdale.org; PHONE: 232-6683

RESOLUTION 6441

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

AUTO PLUS	AC-SHOCKS/STRUTS #12	409.08
	SR-DEF	60.72
	TOTAL	469.80
BHC LANDFILL	RU-CLEAN UP FEES 314 GRAND	226.16
BMC	PD-CRC-ROCK-PARKING LOT	105.93
	FD-CRC-ROCK-PARKING LOT	105.94
	TOTAL	211.87
BOUND TREE	FD-MEDICAL SUPPLIES	133.99
CENTURY LINK	SR-INTERNET	78.99
CITY LAUNDERING	LIB-MONTHLY MATS	44.28
	CH-MONTHLY MATS	77.15
	TOTAL	121.43
CITY OF WATERLOO	RU-APR-JUN 20 EVANSDALE/DORIS	315.00
	RU-APR-JUN 20 DUBUQUE/EVANS	315.00
	RU-LOCATE/INSTALL SIGNS	60.55
	TOTAL	690.55
COURIER	PY-LOAN AGREEMENT	25.15
	PY-8/4 MINUTES/BILLS	169.51
	TOTAL	194.66
A-08/04/20 DIAMOND VOGEL	RU-PAINT SPRAYER RPR	832.68
EMLSRC	FD-1-BLS CARD	8.00
FAREWAY	RU-ICE	20.28
	SR-DISTILLED WATER	9.90
	TOTAL	30.18
IMWCA	RU-WORK COMP	856.07
	PD-WORK COMP	18.43
	PD-CLERICAL-WORK COMP	5.00
	PD-411-WORK COMP	754.72
	FD-WORK COMP	621.01
	BI-WORK COMP	63.86
	AC-WORK COMP	5.72
	LIB-WORK COMP	5.63
	PK-CAMP FEE-WORK COMP	80.43
	MAYOR-WORK COMP	7.58
	PY-WORK COMP	10.64
	BLDG MAINT-WORK COMP	4.29
	NON-STATUTORY VOLUNTEER	10.72
	SR-WORK COMP	117.29
	YW-WORK COMP	8.58
	TOTAL	2,569.97
IOWA ONE CALL	RU-JULY LOCATES	15.93
	SR-JULY LOCATES	15.93
	TOTAL	31.86
KEYSTONE	SR-LAB TESTING	135.00
VA-08/25/20 MANATTS	PD-CRC-CONCRETE	1,100.75
MC CLURE	SR-WWTP FCLTY PLN/NUTRNT EVAL	875.47
MENARDS	RU-LAUNDRY SOAP	29.88
	RU-SHOP SUPPLIES	17.63
	TOTAL	47.51
PCC	PY-JULY AMB BILLING	1,168.41
RADAR ROAD	PD-RADAR CERTIFICATION	245.00
STAPLES	CH-MAYOR PRINTER	202.49
	SR-TONER	64.68
	SR-PRINTER	202.49
	TOTAL	469.66
VA-08/25/20 STETSON	PD-EPOXY/FILLER-CRC PRKNG LOT	43.18

	FD-EPOXY/FILLER-CRC PRKNG LOT	43.18
	TOTAL	86.36
TELEFLEX	FD-MEDICAL SUPPLIES	194.50
SLED SHED	PK-SHARPEN CHAINS	18.00
	RU-POLE SAW CHAINS	51.89
	TOTAL	69.89
WINDSTREAM	PD-PHONE	106.56
	FD-PHONE	84.34
	LIB-PHONES	38.80
	CH-PHONE	99.81
	EWV-OFFICE	34.25
	RU-PHONE	39.67
	SR-PLANT PHONE	47.17
	TOTAL	450.60
	001 GENERAL FUND	4,049.22
	005 STREETS	988.88
	110 ROAD USE TAX	2,200.94
	112 EMPLOYEE BENEFIT	1,588.03
	610 SEWER FUND	1,607.64
	670 LANDFILL/GARBAGE	8.58
	GRAND TOTAL:	10,443.29

	PREPAYS:		
85474	MFPRSI	RETIREMENT	10,374.14
85475	AFLAC	P/R DEDUCTION	76.44
85476	POLICE ASSOC	P/R DEDUCTION	60.00
85477	METLIFE	LIFE/DENTAL/VISION	2,521.46
85479	MEDIACOM	AUGUST INTERNET	688.22
85480	WELLMARK	HEALTH INS	15,731.86
DRAFT	ADVANTAGE ADMIN	HEALTH INS	1,685.88
DRAFT	IPERS	RETIREMENT	7,707.04
DRAFT	TREAS-STATE OF IA	P/R DEDUCTION	3,171.00
		TOTAL PREPAYS	42,016.04

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, ON THIS 1ST DAY OF SEPTEMBER 2020

ATTEST:

Troy Beatty, Mayor

DeAnne Kobliska, City Clerk

RESOLUTION 6442

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA APPROVING THE STREET FINANCE REPORT FOR THE FISCAL YEAR 2020 AND AUTHORIZING THE AFFIXING OF SIGNATURES TO SAME.

WHEREAS, Section 312.14 of the Iowa Code requires each city receiving allotments of Road Use Tax Funds to annually prepare and submit to the Iowa Department of Transportation Program a Street Finance Report; and

WHEREAS, Iowa Department of Transportation is also required to maintain an accurate accounting of the finances within each city.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Evansdale, Iowa that the Street Finance Report for the fiscal year 2020 is hereby approved.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized to affix her signature to said Street Finance Report for the fiscal year 2020 is hereby attached and thereby incorporated herein.

PASSED AND APPROVED THIS 1ST DAY OF SEPTEMBER 2020

ATTEST:

Troy Beatty, Mayor

DeAnne Kobliska, City Clerk

Street Finance Report for Evansdale 2020

	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Salaries - Roads/Streets		\$168,462					\$168,462
Benefits - Roads/Streets		\$100,913					\$100,913
Training & Dues		\$840					\$840
Building & Grounds Maint. & Repair		\$35,896					\$35,896
Road Beautification			\$9,315				\$9,315
Vehicle & Office Equip Operation and Repair		\$49,774					\$49,774
Engineering		\$7,380	\$200,376				\$207,756
Insurance		\$8,961					\$8,961
Legal			\$618				\$618
Street Maintenance Expense		\$18,793	\$70,131				\$88,924
Technology Expense		\$1,215					\$1,215
Office Supplies			\$634				\$634
Operating Supplies		\$10,964					\$10,964
Replacement Posts & Signs		\$1,977					\$1,977
Vehicles			\$175,840				\$175,840
Street - Preservation		\$63,774					\$63,774
Principal Payment				\$80,000			\$80,000
Interest Payment				\$4,105			\$4,105
Bond Registration Fees				\$417			\$417
Street Lighting			\$47,863				\$47,863
Traffic Control/Safety		\$607	\$1,163				\$1,770
Snow Removal		\$43,211					\$43,211
Depreciation & Building Utilities		\$10,591					\$10,591
Street Cleaning		\$4,809					\$4,809

Street Finance Report for Evansdale 2020

	General Fund Streets (001)	SpecialRevenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Other Taxes (Hotel, LOST)			\$198,228	\$84,522			\$282,750
State Revenues - Road Use Taxes		\$610,686					\$610,686
Assessments			\$1,189				\$1,189
Sale of Property & Merchandise	\$491						\$491
Fines	\$5,081						\$5,081

Street Finance Report for Evansdale 2020

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2010 GO BOND	\$10,000	\$10,000	\$290	\$10,000	\$290	\$0
2016 GO BOND	\$280,000	\$70,000	\$3,815	\$70,000	\$3,815	\$210,000

Street Finance Report for Evansdale 2020

	General Fund Streets (001)	SpecialRevenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Begining Balance		\$89,916	\$577,424				\$667,340
Expense		\$528,167	\$505,940	\$84,522			\$1,118,629
Revenue	\$5,572	\$610,686	\$199,417	\$84,522			\$900,197
Ending Balance	\$5,572	\$172,435	\$270,901				\$448,908

Resolution Number: 6442

Execution Date: 09/01/2020

Signature: DeAnne Kobliska

RESOLUTION 6443

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, 2021

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, September 15, 2020 to hear comments regarding the proposed amendment of the budget for fiscal year ending June 30, 2021.

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 1ST DAY OF SEPTEMBER 2020

ATTEST:

Troy Beatty, Mayor

DeAnne Kobliska, City Clerk

To: City Council
From: DeAnne Kobliska
Date: 08/26/20
Re: Budget Amendment

Attached is the amendment to the FY2021 Budget.

We are amending 3 funds currently as follows:

Public Safety = \$36,000

Community Response Center basement repairs in an amount not to exceed \$36,000

Capital Projects = \$4,500,000

Doris Drive Development Project - Receipt of GO Bond funds, purchase of 64 acres of land, and the first phase of the infrastructure project

General Fund = \$20,000

An allotment not to exceed \$20,000 for professional services

Let me know if you have questions!!

Thank you,

DeAnne

RESOLUTION 6444

RESOLUTION APPROVING PRELIMINARY PLANS, SPECIFICATIONS, AND PROFESSIONAL SERVICE AGREEMENT WITH SHIVE-HATTERY FOR THE LAKE SHORE PLACE CUL-DE-SAC PROJECT

WHEREAS, the City of Evansdale intends to contract for the rehabilitation of the Lake Shore Place Cul-de-sac; and

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

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Evansdale hereby approves preliminary plans, specifications, and professional service agreement with Shive-Hattery; and authorizes Shive-Hattery, to prepare final plans, specifications, and prepare to advertise bids for the Lake Shore Place Cul-de-sac Project.

PASSED AND APPROVED THIS 1ST DAY OF SEPTEMBER 2020

ATTEST:

Troy Beatty, Mayor

DeAnne Kobliska, City Clerk

**Evansdale Lake Shore PI Roadway Improvements
Opinion of Probable Construction Costs
Quantities - Revised 08/19/2020**

ITEM NO.	ITEM	UNIT	UNIT PRICE	TOTAL QUANTITY	TOTAL PRICE
1	Subbase, Modified	SY	\$ 12	500.0	\$ 6,000
2	Storm Sewer, 15", Trenched, HDPE	LF	\$ 70	240.0	\$ 16,800
3	Pipe Apron, HDPE, 15"	EA	\$ 1,800	1.0	\$ 1,800
4	Storm Intake, SW-507	EA	\$ 5,800	2.0	\$ 11,600
5	Pavement, PCC, 7"	SY	\$ 85	500.0	\$ 42,500
6	Temporary Traffic Control	LS	\$ 1,500	1.0	\$ 1,500
7	Erosion Control	LS	\$ 10,000	1.0	\$ 10,000
8	Construction Survey	LS	\$ 7,500	1.0	\$ 7,500
9	Mobilization	LS	\$ 7,000	1.0	\$ 7,000

CONSTRUCTION SUBTOTAL	\$ 105,000.00
CONTINGENCY (20%)	\$ 21,000.00
TOTAL	\$ 126,000.00

*The Architect/Engineer, as a design professional familiar with the construction industry, has prepared this opinion of the Probable Cost of Construction. It is recognized, however, that neither the Architect/Engineer nor the Owner has control over the cost of labor, materials, or equipment, over the Contractor's method of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, the Architect/Engineer cannot and does not warrant or represent which bids or negotiated prices will not vary from the Probable Cost of

PROFESSIONAL SERVICES AGREEMENT

ATTN: Troy Beatty
CLIENT: City of Evansdale, IA
123 N Evans Road
Evansdale, IA 50707-1199

PROJECT: City of Evansdale - Lakeshore Drive

PROJECT LOCATION: Evansdale, IA

DATE OF AGREEMENT: August 28, 2020P

PROJECT DESCRIPTION

Project to include storm sewer and pavement improvements at the cul-de-sac on Lake Shore Drive. With deteriorating pavement, intakes and new PCC will rehabilitate this street and improve the existing drainage issues. Coordination with property owners to install the storm pipe will be necessary to complete the project.

For ***Drainage Concept*** see '***Exhibit A***'.

SCOPE OF SERVICES

We will provide the following services for the project:

Land Survey Services, Civil Engineering, and Limited Bid and Construction Services

These services will consist of the following tasks:

- 1. Land Survey Services:**
 1. Perform Topographic Survey;
 2. Prepare Basemap; and,
 3. Prepare one (1) utility easement.

- 2. Civil Engineering:**
 1. Prepare Concept and Preliminary Cost Opinion (Completed);
 2. Prepare Project Manual;
 3. Prepare Construction Documents to solicit Bids; and,
 4. Prepare Construction Cost Opinion.

- 3. Bidding and Construction:**
 1. Issue Bidding Documents;
 2. Answer Contractor Questions;
 3. Receive Bids and Provide Recommendation to Council; and,
 4. Attend Preconstruction Meeting.



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.
5. Provide Shive-Hattery personnel unlimited access to the site as required.

SCHEDULE

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

The services shall be performed in accordance with the following schedule:
We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

COMPENSATION

Description	Fee Type	Fee	Expenses
Land Survey Services	Fixed Fee	\$5,000	Included
Civil Engineering	Fixed Fee	\$7,000	Included
Bidding and Construction	Fixed Fee	\$1,250	Included
ESTIMATED TOTAL		\$13,250	Included

Fee Types:

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

Expenses:

- Included - For Fixed Fee Type, expenses have been included in the Fee amount.

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

ADDITIONAL SERVICES

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. Other Bid and Construction Phase Services not specifically mentioned above.
2. Additional Meetings.
3. Changes to the concept plan developed in August 2020.
4. Construction Staking.
5. Staking of the Easement.
6. Monument preservation or re-establishment of monuments.
7. Retracement plat of survey.

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery June 2020

PARTIES

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. and "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 other 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 or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code 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; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (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 CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs 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. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, 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 PMP
jdreyer@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

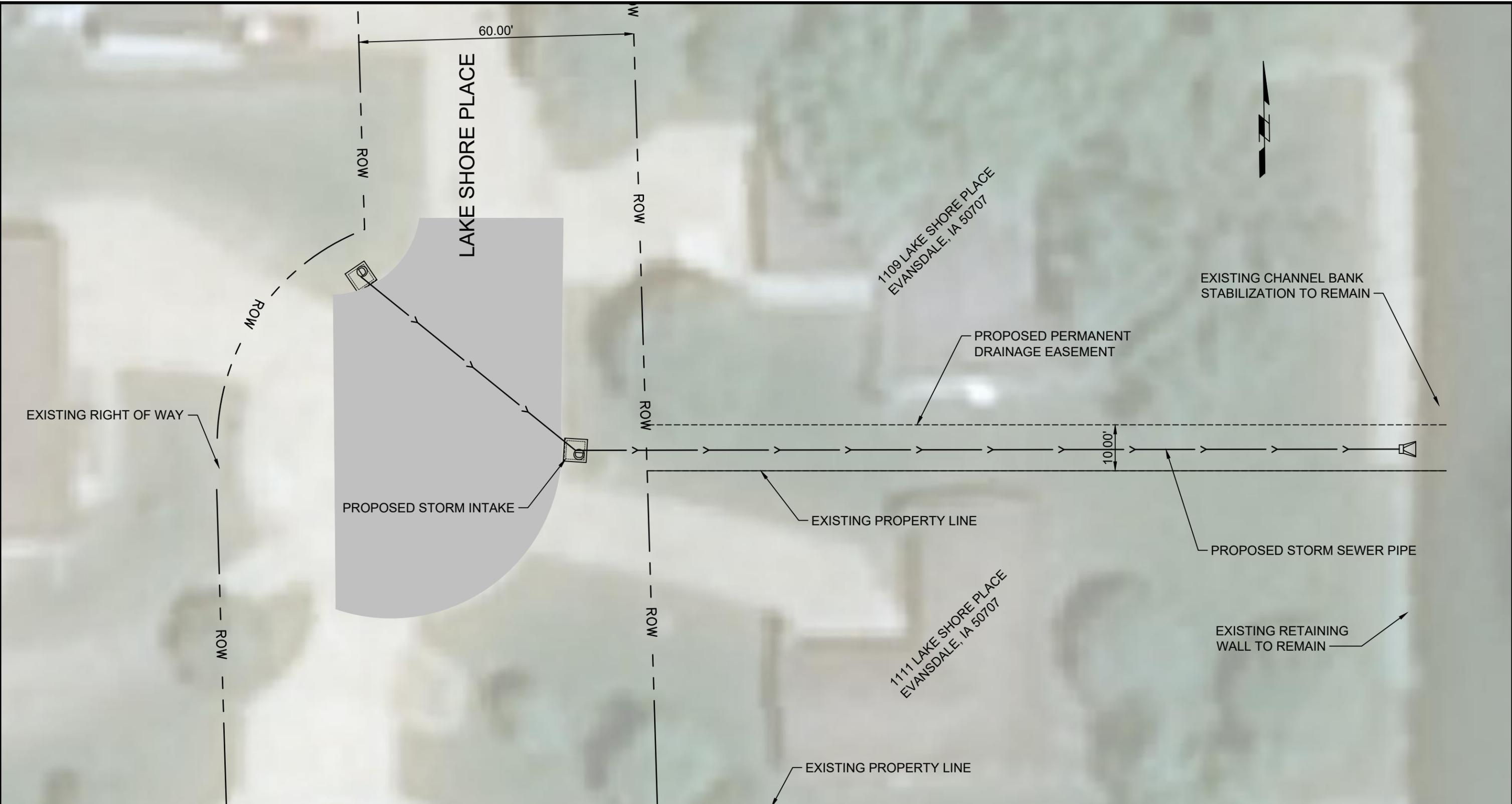
CLIENT: City of Evansdale, IA

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

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

CC: Justin Campbell, SH

Exhibit A
Drainage Concept
August 17, 2020



To : City Everedale

From : Lyle A Hillman 319-493-9846

Date: 12 August 2020

Subject: Improperly stored autos

I understand the problem will
take care of it soon.

Will give city place to move
autos to soon

From: Troy Beatty <mayor@cityofevansdale.org>
Sent: Wednesday, August 19, 2020 3:52 PM
To: Dick Dewater <ward4@cityofevansdale.org>; Lynn Bender <atlarge@cityofevansdale.org>; Charles Beam <ward1@cityofevansdale.org>; Gene Walker <ward2@cityofevansdale.org>; Steve Seible <ward3@cityofevansdale.org>
Cc: DeAnne Kobliska <cityclerk@cityofevansdale.org>; Brian Wirtz <inspector@cityofevansdale.org>; Chris Schares <publicworks@cityofevansdale.org>
Subject: FW: Rays Supermarket curb cut

Good Afternoon Council –
Please see below for the opinion of Adrian our City Engineer. This will help you make an informed decision of your choosing.

Thanks

Troy Beatty

Mayor - Evansdale

Phone: 319-232-6683

Email: mayor@cityofevansdale.org



From: Adrian Holmes <Adrian.Holmes@bolton-menk.com>
Sent: Wednesday, August 19, 2020 3:48 PM
To: Troy Beatty <mayor@cityofevansdale.org>
Subject: RE: Rays Supermarket curb cut

Mayor Beatty,

Neither River Forest Road or Lafayette Road is a state highway, so the Iowa DOT would not have a say in the width or location of this driveway. You are correct that the DOT would have required you to follow design standards for the federally funded roadway reconstruction project on River Forest Road. The current driveway location and width are consistent with design guidelines.

Here is a summary of driveway design guidelines for this location:

- Maximum driveway width is 45 feet, measured 10 feet from back of curb. The curb opening may exceed the maximum allowable width of the entrance to accommodate the entrance flare.
- Driveways should be located as far from the intersection as possible.
- Only one driveway onto each street is allowed.

The City may allow an exception to these design guidelines, but please keep in mind a design exception could decrease public safety. I understand semi-trucks delivering fuel are currently required to drive over the full height curb to access the site. Over time this may result in damage to the curb. One option may be to replace the standard 6-inch-high curb with a 6" or 4" high sloped curb that would better withstand being driven over. Details of the sloped curb are attached.

Let me know if you have any other questions.

Thank you,

Adrian Holmes, P.E., CFM
Bolton & Menk, Inc.
855 Wright Brothers Blvd SW, Ste 2A
Cedar Rapids, IA 52404
Phone: 319-594-5775

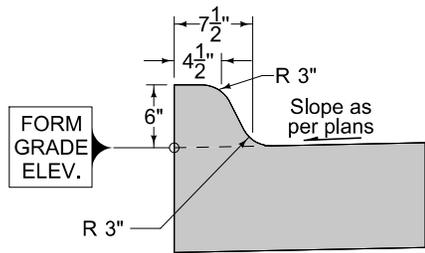
From: Troy Beatty <mayor@cityofevansdale.org>
Sent: Wednesday, August 19, 2020 2:14 PM
To: Adrian Holmes <Adrian.Holmes@bolton-menk.com>
Subject: Rays Supermarket curb cut

Can you take a look at this drawing and let me know. They are wanting a large curb cut across that entire front facing River Forest Rd. Some of the Council was concerned if that was a legal cut according to DOT. It sounded like the City was under restrictions while the road was being built. The road could then be modified once the funds transfer was complete. Can you review and give me a call when you have time.

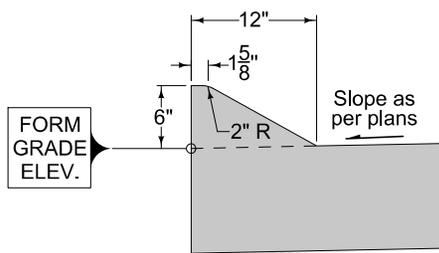
Thanks

Troy Beatty
Mayor - Evansdale
Phone: 319-232-6683
Email: mayor@cityofevansdale.org

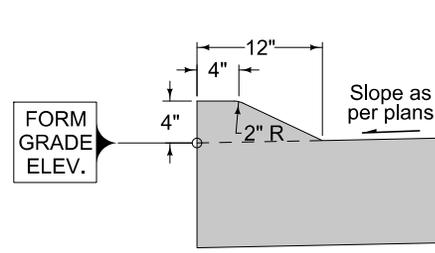




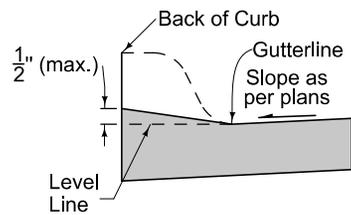
6" STANDARD CURB



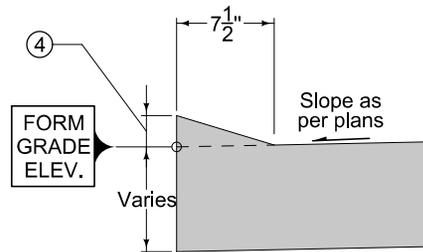
6" SLOPED CURB



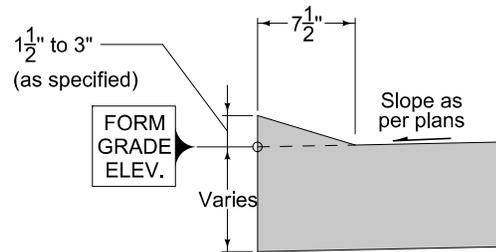
4" SLOPED CURB



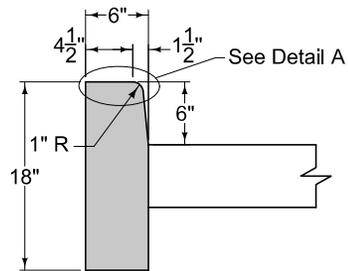
DROP CURB AT SIDEWALK



DRIVEWAY DROP CURB
(Iowa Department of Transportation is not the Contracting Authority)

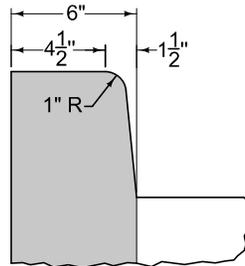


DRIVEWAY DROP CURB
(Iowa Department of Transportation is the Contracting Authority)

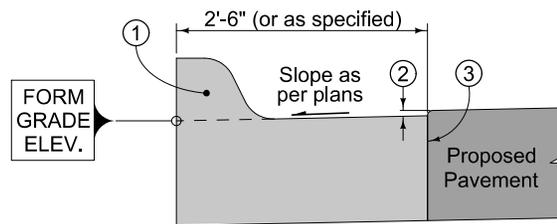


BEAM CURB*

*For short replacement sections, match existing curb profile



DETAIL A



CURB AND GUTTER UNIT

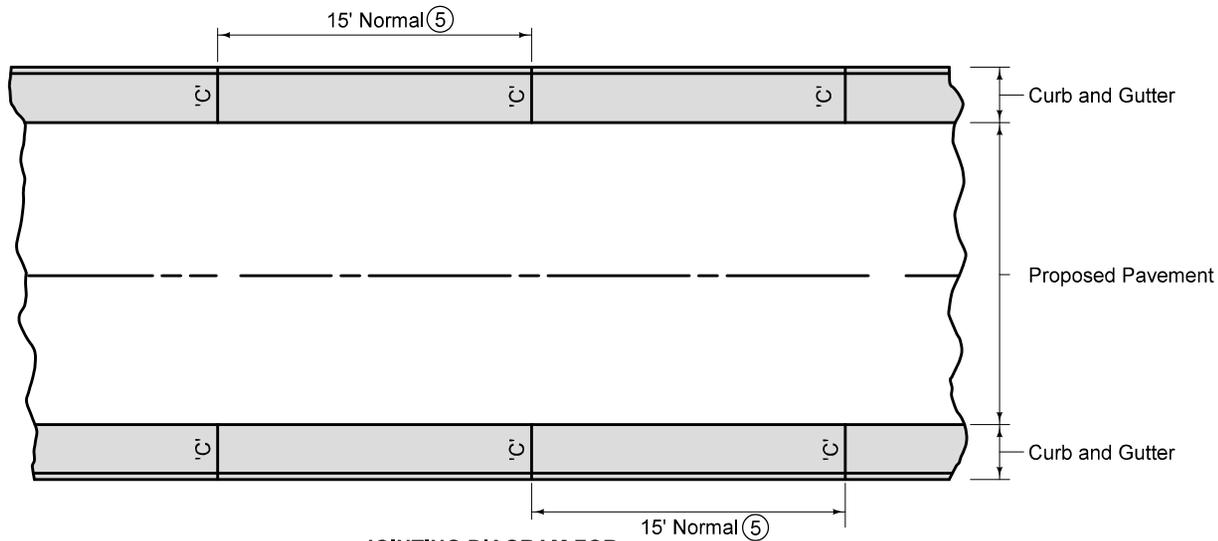
For joint details, see PV-101.

- ① 6 inch Standard Curb, 6 inch Sloped Curb, or 4 inch Sloped Curb as specified.
- ② 1/8 inch if Proposed Pavement is HMA. No elevation difference if Proposed Pavement is PCC.
- ③ 'BT', 'KT', or 'L' joint if Proposed Pavement is PCC. 'B' joint if Proposed Pavement is HMA.
- ④ 0 to 2 inches for residential entrances. 1 1/2 to 3 inches for industrial or commercial entrances.

FIGURE 7010.102 SHEET 1 OF 2

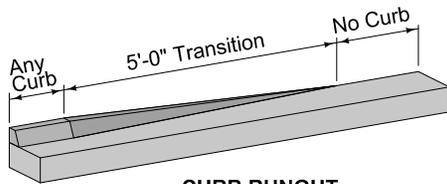
SUDAS	IOWADOT	REVISION
		5 04-21-20
FIGURE 7010.102	STANDARD ROAD PLAN	PV-102
		SHEET 1 of 2
REVISIONS: Split DRIVEWAY DROP CURB detail into two details. Added new circle note 4 on Sheet 1, Renumbered circle note on Sheet 5.		
<i>Paul D. Wiegand</i> SUDAS DIRECTOR		<i>Shawn Miller</i> DESIGN METHODS ENGINEER

PCC CURB DETAILS

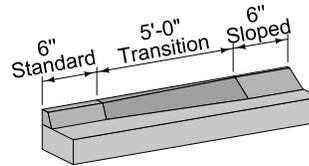


JOINTING DIAGRAM FOR CURB AND GUTTER UNIT

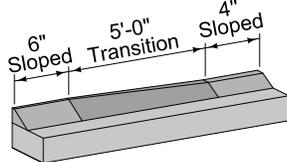
(5) If proposed pavement is PCC, match joint spacing for proposed pavement. Place 'E' joints in curb and gutter section where expansion joints are to be placed in proposed pavement.



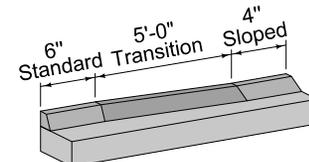
CURB RUNOUT FOR ALL CURBS



CURB TRANSITION FROM 6" STANDARD TO 6" SLOPED



CURB TRANSITION FROM 6" SLOPED TO 4" SLOPED



CURB TRANSITION FROM 6" STANDARD TO 4" SLOPED

FIGURE 7010.102

SHEET 2 OF 2

SUDAS	IOWADOT	REVISION
		5 04-21-20
FIGURE 7010.102	STANDARD ROAD PLAN	PV-102
		SHEET 2 of 2
<small>REVISIONS: Split DRIVEWAY DROP CURB detail into two details. Added new circle note 4 on Sheet 1. Renumbered circle note on Sheet 5.</small>		
<i>Paul D. Wigand</i> SUDAS DIRECTOR		<i>Stuart Niles</i> DESIGN METHODS ENGINEER

PCC CURB DETAILS

PROFESSIONAL SERVICES AGREEMENT

by and between
BOLTON & MENK, INC.
855 Wright Brothers Blvd SW
Suite 2A
Cedar Rapids, IA 52404
Ph. (319) 362-3219
(hereinafter referred to as BMI)
and

August 27, 2020
Agreement Number: G11.118707 (BMI Project Number)
Project Location: City of Evansdale, Iowa

Client	
Name: <u>City of Evansdale, Iowa</u> Address: <u>123 N Evans Road</u> Address: _____ City: <u>Evansdale</u> State <u>Iowa</u> Zip <u>50707</u> (hereinafter referred to as Client)	Phone No.: (319) 232-6683 Fax No.: (319) 232-1586

Agent or Person Ordering Services and/or Billing Address (if different)	
Agent or Person Ordering Services: <u>Mayor Troy Beatty</u> Address: _____ City: _____ State _____ Zip _____	Phone No.: Fax No.:

Fee Arrangement
Not to Exceed per the following: Preliminary Design: \$12,500 without prior approval as per the 2019 Bolton and Menk rate schedule.

Scope/Intent and Extent of Services
Creation of a marketing brochure with development potential information and conceptual layout graphics per the attached scope of work.

Special Conditions
The services described in this Work Order will be consistent with the terms and conditions described in the Agreement for Professional Services between Bolton & Menk, Inc. and the City of Evansdale, dated May 7, 2019 and approved by the Evansdale City Council on May 7, 2019 unless modified by this Work Order.

BMI and Client agree to the Terms and Conditions as stated above and on the reverse side of this Agreement. The below signed represents that he or she has been authorized to accept this agreement on behalf of the Client and assumes financial responsibility for all services in the event of default by the Client.

Offered by: Bolton & Menk, Inc.

Accepted by: City of Evansdale, Iowa

Adrian Holmes, PE

Project Manager

NAME, TITLE



8/22/2020

signature and date

signature and date



BOLTON & MENK

Client: City of Evansdale
Project: Doris Drive Development Marketing Brochure

TASK NO.	WORK TASK DESCRIPTION	Project Manager	Planner	Professional Landscape Architect	Landscape Designer	Totals	Costs
TASK A	Development Marketing Plan						
1.01	Review Lots for Development Code Requirements	2	2	2	4	10	\$ 1,164.00
1.02	Conceptual Building Layout	2	12	12	12	38	\$ 4,742.00
1.03	Conceptual Parking and Site Layout	2	4	8	8	22	\$ 2,678.00
1.04	3D Graphic	1	2	4	20	27	\$ 3,195.00
1.05	Promotional Information and Graphics Development	1	2	1	2	6	\$ 717.00
TOTAL	SUBTOTAL HOURS - TASK A	8	22	27	46	103	\$ 12,496.00

TASK A	Development Marketing Plan	8	22	27	46	103	\$ 12,496.00
	HOURS TOTAL	8	22	27	46	103	
	AVERAGE HOURLY RATE	\$85.00	\$135.00	\$130.00	\$116.00		
	SUBTOTAL	\$680	\$2,970	\$3,510	\$5,336		\$ 12,496.00

TOTAL NOT TO EXCEED FEE ESTIMATE BY HOURLY RATES \$ 12,496.00

BURNSVILLE CENTER VILLAGE REDEVELOPMENT VISION:



WHY SHOULD IT BE REDEVELOPED?

- Improve walkability
- Economic vitality
- More green space
- Offer a mix of uses
- Community Enhancement

BURNSVILLE CENTER EXISTING CONDITIONS:

Automobile Oriented



Empty Parking Lot

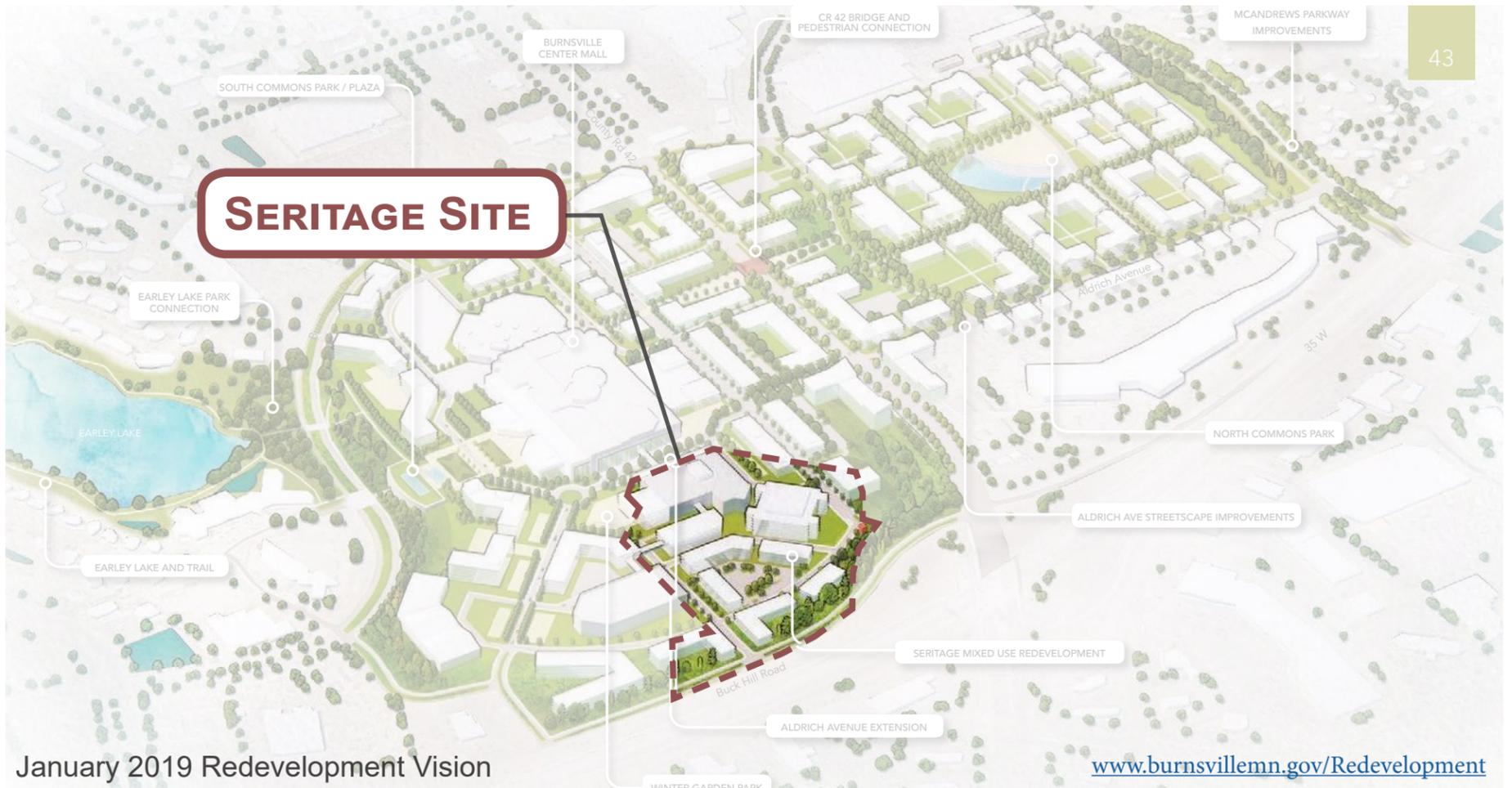
WHERE DO WE START?

SERITAGE SITE

FURTHER THE VISION WITH:

- A Land Use Plan
- Development Density
- Parking Requirements
- Bus Routes & Hubs

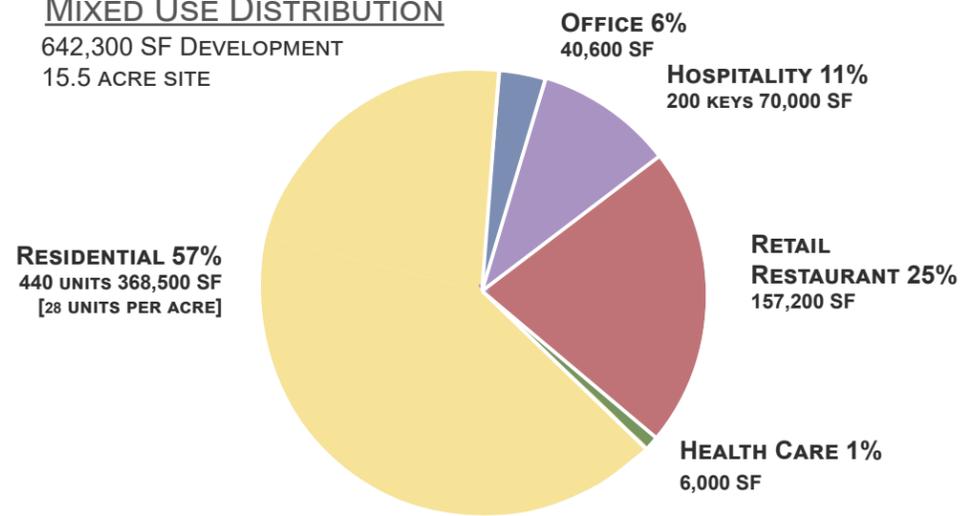
SERITAGE SITE DEVELOPMENT PLAN:



SERITAGE SITE

MIXED USE DISTRIBUTION

642,300 SF DEVELOPMENT
15.5 ACRE SITE



LAND USE AND PARKING ASSOCIATED

Residential: 440 DU (28 units per acre)

1.25 per DU: 550 stalls

Retail: 142,600 SF

4 / 1,000 SF: 571 stalls

Restaurant: 14,600 SF

1 / 100 SF: 146 stalls

Office: 40,600 SF

4 / 1,000 SF: 163 stalls

Health Care: 6,000 SF

4 / 1,000 SF: 24 stalls

Hospitality: 70,000 SF (200 rooms)

1 / room + Employee: 210 stalls

Total Estimated Stalls Required = **1,664**

Parking allocated on plan = **1,006**

Off-street surface parking: 241 stalls

On-street parking: 190 stalls

Structured parking: 245 stalls

Below grade mixed-use parking: 330 stalls

Consider joint parking for mixed use development [658 stalls]

CONTACT INFORMATION

MELANIE MESKO LEE
City Manager
952-895-4534
Melanie.Lee@burnsvillemn.gov

JENNI FAULKNER
Community Development Director
952-895-4467
Jenni.Faulkner@burnsvillemn.gov



SERITAGE SITE DEVELOPMENT PLAN

