

**SPECIAL CITY COUNCIL MEETING
FRIDAY – OCTOBER 25, 2024 – 7:30 AM
EVANSDALE CITY HALL**

AGENDA
AMENDED

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Approval of the October 25, 2024 agenda
5. Resolution 6897 approving the Student Resource Officer agreement from July 1, 2024 through June 30, 2026
6. Request from Mayor to move forward with the purchase of the Christmas Decorations with Display Design in the amount of \$18,102
7. Adjournment

RESOLUTION 6897

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE WATERLOO SCHOOL DISTRICT TO PROVIDE A POLICE SCHOOL RESOURCE OFFICER AT BUNGER MIDDLE SCHOOL FOR FY2025/FY2026

WHEREAS, the city of Evansdale agrees to assign one uniformed police officer to the Waterloo Police/Community Schools/Police Resource Officer Unit; and

WHEREAS, the Waterloo School District agrees to pay the City of Evansdale Thirty-Eight Thousand, Six Hundred Eighty-Three Dollars (\$38,683.00) for fiscal year beginning July 1, 2024 (FY25) ending June 30, 2025; and Forty Thousand, Six Hundred Seventeen Dollars (\$40,617.00) for fiscal year beginning July 1, 2025 (FY26) ending June 30, 2026. The Waterloo School District shall make two (2) installments of Nineteen Thousand, Three Hundred Forty-One dollars and .50 cents, to the City of Evansdale for FY25, the first payment due on November 1, 2024 and the second payment due on April 1, 2025 for FY25 and two (2) installments of Twenty Thousand Three Hundred Eight Dollars and .50 cents to the city of Evansdale for FY26, the first payment due on November 1, 2025 and the second payment due on April 1, 2026 for FY26..; and

WHEREAS, School and Police endeavor to provide a cooperative effort in making accessible and responsive SRO to the schools, students, staff, and teachers.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Evansdale, Iowa, authorizes the Mayor to sign the School Resource Officers' Agreement for the Fiscal Years Ending June 30, 2026.

PASSED AND ADOPTED THIS 25TH DAY OF OCTOBER 2024

ATTEST:

DeAnne Kobliska, Mayor

Misti Meron, City Clerk

SCHOOL RESOURCE OFFICERS' AGREEMENT

This Agreement is entered into this _____ day of _____, 2024, by and between the Waterloo Community School District, whose address for purposes of this Agreement is 1516 Washington Street, Waterloo, Iowa, 50702 (hereinafter "School") and the City of Evansdale, 123 North Evans Road, Evansdale, Iowa 50707 (hereinafter "Police").

RECITALS

WHEREAS, School desires to provide positive role models for its students by having present uniformed Police School Resource Officers (SRO) to one middle school; and

WHEREAS, School and Police endeavor to provide a cooperative effort in making accessible and responsive SRO to the schools, students, staff, and teachers; and

WHEREAS, Police desire to participate in this cooperative effort; and

WHEREAS, SRO can and will provide students with a positive alternative to substance abuse and/or gang activity through the introduction and presentation of the substance abuse and violence awareness program.

WHEREAS, the presence of SRO in School will allow the prevention and detection of delinquency among the students through the cooperative education and preventive measures of School and Police, with the efficacy of a productive learning atmosphere free of crime, violence, and substance abuse.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows.

A. DEFINITION OF TERMS.

1. Parent: A natural or adoptive mother or father but does not include a mother or father whose parental rights have been terminated.
2. Guardian: A person who is not a parent of a child, but who has been appointed by the court or juvenile court having jurisdiction over the child, to make important decisions which have a permanent effect of the life and development of that child, and to provide for the general welfare of the child.
3. Custodian: A stepparent or a relative within the fourth degree of consanguinity to a minor child who has assumed responsibility for that child, a person who has accepted a release of custody, or a person appointed by a court or juvenile court having jurisdiction over a child.

4. Child: A person under 18 years of age.
5. Taking into Custody: An act, which would be governed by the laws of arrest under the criminal code if the subject committing the act, were an adult. The taking into custody of a child is subject to all constitutional and statutory protections, which are afforded an adult upon arrest.
6. Delinquent Act:
 - a. The violation of any state law or local ordinance that would constitute a public offense if committed by an adult except any offense which by law is exempt from the jurisdiction of the Juvenile Code.
 - b. The violation of a federal law or a law of another state whose violation constitutes a criminal offense if the case involving that act has been referred to Juvenile Court.

B. DURATION

1. The term of this Agreement shall be from July 1, 2024 through June 30, 2026. The contract shall be up for review bi-annually at the beginning of each fiscal school year.

C. PAYMENTS

1. The costs of this Agreement may, at the written request of either party, be reviewed every year to reach a mutually acceptable agreement.
2. In the event School fails to receive funding for any year, School may exercise its option to terminate this Agreement by giving at least sixty (60) days written notice of that intent to the contact person in this Agreement.

D. ADMINISTRATIVE PROCEDURES

1. The Evansdale Police Department agrees to:
 - a. Assign one (1) uniformed police officer to the Evansdale Police, Community Schools, Police School Resource Officer Unit for a total of thirty-two (32) hours per week. The thirty-two (32) hours can be either four (4) eight (8) hour days per week or five (5) six (6) hour days per week with a two-hour floater for a special event or as needed. The work schedule will be determined by a mutually acceptable agreement between the Waterloo Community School District and the City of Evansdale. The Chief of Police will directly supervise this officer.
 - b. Provide a police vehicle, uniforms, and related equipment and ensure that all SROs be carefully selected law enforcement officers who have received specialized SRO training in the use of police power and authority in a school environment. Waterloo Schools agrees to pay up to \$1,000.00 per officer for training.

- c. Pay overtime costs of School Resource Officers required to attend after-hour school functions at the school to which they are assigned, other than scheduled events such as: football, basketball, wrestling, baseball, dances, etc.
2. The Waterloo Community School District Agrees to:
- a. Provide Thirty-Eight Thousand, Six Hundred Eighty-Three Dollars (\$38,683.00) for fiscal year beginning July 1, 2024 (FY25) ending June 30, 2025; and Forty Thousand, Six Hundred Seventeen Dollars (\$40,617.00) for fiscal year beginning July 1, 2025 (FY26) ending June 30, 2026. The Waterloo School District shall make two (2) installments of Nineteen Thousand, Three Hundred Forty-One dollars and .50 cents, to the City of Evansdale for FY25, the first payment due on November 1, 2024 and the second payment due on April 1, 2025 for FY25 and two (2) installments of Twenty Thousand Three Hundred Eight Dollars and .50 cents to the city of Evansdale for FY26, the first payment due on November 1, 2025 and the second payment due on April 1, 2026 for FY26.
 - b. Provide the School Resource Officer accessible office space, and basic office furnishings, including a telephone and any other necessary school materials.
3. The contact person for the school shall be Sheena Canady, Executive Director of Student and At-Risk Services, 1516 Washington Street, Waterloo, IA 50702 (319.433.1801).
- The contact person for Police shall be the Chief of Police, 911 South Evans Road, Evansdale, IA 50707 (319.232.6682).
4. The School Resource Officer's area of concern has to do with public law and its application. The School Resource Officers are not responsible for the enforcement of school policies. The School Resource Officer is to act as a member of the school's team and report infractions of school policy to appropriate school personnel.

CITY OF EVANSDALE, IOWA
POLICE DEPARTMENT

DeAnne Kobliska, Mayor

ATTEST:

Misti Meron, City Clerk

) STATE OF IOWA)
ss
) BLACK HAWK COUNTY)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared DeAnne Kobliska and Misti Meron to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Evansdale, Iowa, that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council as contained in the Resolution adopted by the City Council, under Resolution No. _____ on the _____ day of _____, 2024, and that DeAnne Kobliska and Misti Meron acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

WATERLOO COMMUNITY SCHOOL
DISTRICT

Astor Williams, School Board President

) STATE OF IOWA)
ss)
BLACK HAWK COUNTY)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Astor Williams to me personally known, and who, being by me duly sworn, did say that he/she is the School Board President, respectively of the Waterloo Community School District Waterloo, Iowa, that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its Board Members on the _____ day of _____, 2024, and that Astor Williams, as School Board President for the Waterloo Community School District acknowledged the execution of the instrument to be a voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



Quote

DISPLAYSALES

6300 W Old Shakopee Rd, Suite 112
Bloomington, MN 55438
Phone 800-328-6195 Fax 952-885-0099
www.displaysales.com

Estimate SQ-5242
Date 07/11/2024
Customer Account C24598
Customer Contact DeAnne Hunter
Salesperson Joe Wistrill
PO Number
Expiration Date Valid for 30 Days

Bill To:

City of Evansdale
123 N Evans Rd
Evansdale, IA 50707
DeAnne Hunter

Ship To:

City of Evansdale
123 N Evans Rd
Evansdale, IA 50707
DeAnne Kobliska

Item number	Description	Quantity	Unit	Unit Price	Amount
DX-PM-WL-6-STAR	6' White Line Star Snowflake Pole Mount Decoration with Brighter C-7 Light Bar LED Bulbs for Superior Quality and Brilliance. Star Outline in Blue. Mounting Hardware Included	28	Each	\$ 619.00	\$ 17,332.00
	*****SPECIAL ADDED DISCOUNTS APPLIED*****				
FEE-FREIGHT	Shipping and Handling	1	Each	\$ 770.00	\$ 770.00
	Must Delivery to Commercial Address with Loading Dock or Fork Lift to Unload				
				Subtotal	\$ 18,102.00
				Sales Tax	\$ 0.00
				Total	\$ 18,102.00

Financing available.

To accept this quotation, sign here and return.

Thank you for your business.



GRAPHIC DESIGN SERVICE:

Display Sales encourages customers to provide vector-based artwork so that the process of proofing and printing may proceed quickly & without interruption. If the provided artwork is unusable; graphic art services will be billed at \$125 per hour to correct unusable art, redraw non-formatted art, or design and create custom imagery (per customer request). The customer will be contacted by a Display Sales Graphic Design team member and provided with an art proof. Customers may send their artwork to: graphics@displaysales.com.

FULFILLMENT TIMEFRAMES:

Custom banner production timeframes vary throughout the year. Standard vinyl banner production is 14-21 working days AFTER the art proof is approved and down payment is received (if applicable). Standard weatherguard and poly canvas banner production is 21-25 working days. Rush requests may be accommodated for an additional fee & upon approval from Display Sales. In stock items will be shipped within 48 hours after receipt of completed order.

TERMS:

- 50% down payment on orders for new customers.
- Check, EFT, or credit card are accepted for down payment.
- Balance due Net 20 days after final invoice.
- F.O.B. Display Sales - shipping & handling charges based on destination and size of order.
- Financing available for orders greater than \$5,000

SHIPPING & FREIGHT RESPONSIBILITY:

FOR ALL SMALL PACKAGE DELIVERIES (UPS, FEDEX, USPS, ETC): All shipments MUST be inspected at the time of delivery. The customer has 48 hours from the time of delivery to notify Display Sales of any shortage or damage to the order. After 48 hours, it will be at the discretion of Display Sales to decide how to proceed.

FOR LTL/TRUCKLOAD DELIVERIES:

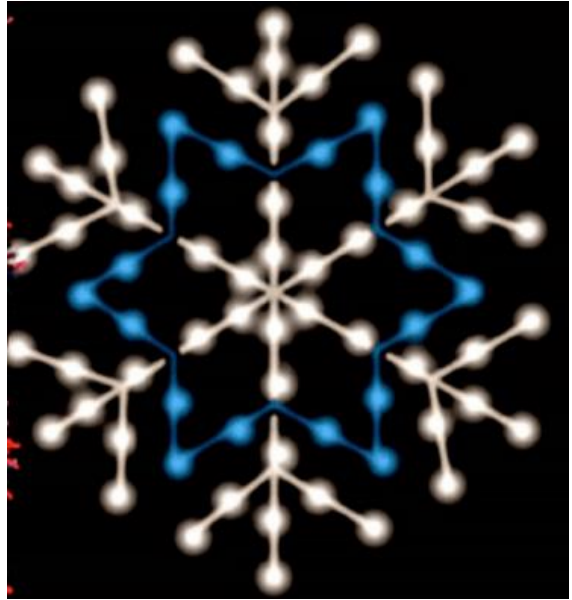
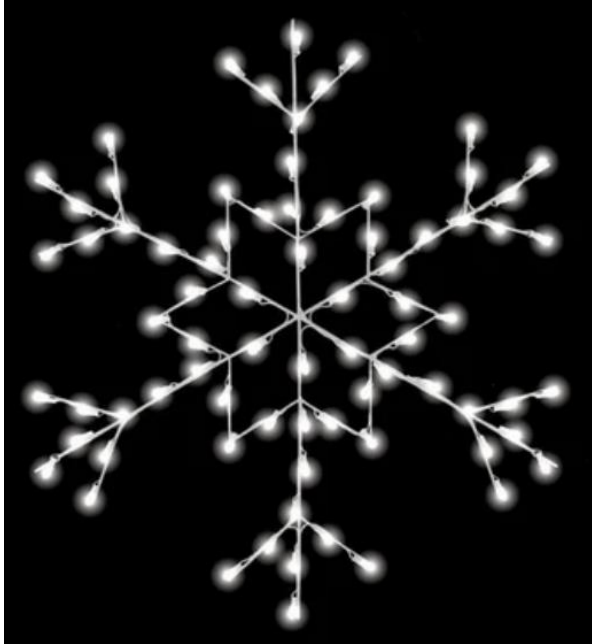
Any damage or visible loss to your shipment MUST be noted on the delivery receipt (signed by the customer) at the time of delivery. In the event of loss or damage this must be done to file a claim. Display Sales is ineligible to file a claim on behalf of the customer if this is not done and the customer will be responsible for all replacement and/or repair costs. Display Sales is not liable for shipments lost, delayed, or damaged in transit. Claims must be filed by the purchaser within 10 days to the Delivery Company. The purchaser is responsible for reviewing merchandise upon receipt to verify order and condition.

RETURN POLICY:

Returns may be accepted within 30 days of delivery (excluding shipping charges). The customer must contact Display Sales for a Return Merchandise Authorization (RMA) number before sending back the items. The customer is responsible for returning the merchandise, including all related shipping costs. A restocking fee may apply, up to 25% of the product cost. If there is an issue with the shipment (other than loss or damage) the customer must contact Display Sales within 30 days of receiving the shipment to resolve the issue. Returns are NOT accepted for custom, modified merchandise, or made to order products. Final Sale products are NOT returnable.

WARRANTIES for BANNERS & DECORATIONS:

Display Sales stands behind our products. However, on occasion an issue may arise with a product. Please contact your sales representative at 800-328-6195 to discuss the issue and to see the details of warranty coverage. Pictures of the product will be requested before we can fully determine the issue and attempt to resolve it. The customer is responsible for the cost of removal, reinstallation and shipping charges incurred for merchandise being repaired or replaced. Customer participation is required to troubleshoot product issues, which will be provided in a timely resolution. All issues must be pre-approved by Display Sales for repairs or replacement.



Standard Star Snowflake will have the star outline in blue per customer request. Brighter C7 LED Light Bar bulbs will be used for both the white and the blue bulbs for superior quality and brilliance. Bulb comparison shown below:

Cascading Snowflakes



Standard Diode LED

NEW Light Bar LED



355 Park Ave.
 Youngsville, NC 27596
 1 (800) 332-6798
www.moscadesign.com

Created Date 10/3/2024
 Expiration Date 10/11/2024
 Quote Number 00000743
 Payment Terms Net 20 Days with a purchase order or 50% down payment without a PO

Prepared By Dawn Harmon
 Email dawn@moscadesign.com

Contact Name DeAnne Kobliska
 Phone Number 319-232-6683
 Email mayor@cityofevansdale.org

Bill To Name City of Evansdale IA
 Bill To 123 N Evans Rd
 Evansdale, IA 50707
 US

Ship To Name City of Evansdale IA
 Ship To 123 N Evans Rd
 Evansdale, IA 50707
 US

Quantity	Product	Product Code	Line Item Description	List Price	Discounted Item Price	Total Price
28.00	CUSTOM POLE MOUNT	POLEMOUNT	6' Star Snowflake (colors and design like PWW-107) with Cool White and Blue - Blue in the Center. All hardware included to hang the decorations - REG \$853.00 - Special discount thru 10/11	\$0.00	\$699.00	\$19,572.00

All orders paid with a credit card will include a 3% Bank Service Fee added to the final bill.
 If freight is not quoted, then it will be billed at cost.

Subtotal \$19,572.00
 Total Price \$19,572.00
 Shipping and Handling \$1,425.00
 Grand Total \$20,997.00

Accepted By: _____

Accepted Date: _____

