

**REGULAR CITY COUNCIL MEETING
WEDNESDAY – NOVEMBER 7, 2018 – 6:00 PM
EVANSDALE CITY HALL**

AGENDA

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Approval of the November 7, 2018 agenda
5. Approval of the Consent Agenda – All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion
 - a. Approval of October 16, 2018 regular meeting minutes
 - b. Liquor License Renewal:
 - i. Casey's General Store #2864 – BC0029504 – effective 11/14/2018
6. Resolution 6259 authorizing payment of bills and transfers
7. Request to approve an agreement with Bolton and Menk Engineering to complete a concept validation study regarding flood control at Meyers Lake in an amount not to exceed \$8,950
8. Request to approve a traffic count survey on Lafayette Road conducted by Shive Hattery in an amount not to exceed \$2,950
9. Resolution 6260 approving amendments to Development Agreement with One Site Development, LLC
10. Resolution 6261 authorizing City Clerk to certify TIF Debt with County Auditor
11. Resolution 6262 approving weed and mowing assessments
12. Resolution 6263 approving final retainage payment #4 to Peterson Contractors, Inc., Reinbeck, Iowa for the Angels Island Bridge Project in the amount of \$10,123.65
13. Request to accept the recommendation from Planning & Zoning Commission to issue a letter to IA Dept of Transportation regarding zoning compliance for Iowa Metal Recycling to obtain their Vehicle Salvager license
14. Request from Public Works Director to purchase 300 ton of road salt from compass minerals in an amount not to exceed \$27,705 as budgeted for FY19
15. Request from Public Works Director to approve low bid in the amount of \$8,421 with Prairie Road Builders, Inc. for seal coating River Rd. as budgeted for FY19
16. Request from Public Works Director to have tree removed, by crane service, with Affordable Tree Service in the amount of \$1,500 as part of the maintenance for the Elk Run Creek Flood Level Monitoring System provided by Iowa Flood Center

17. Public discussion: non-agenda items

18. Mayor/Council Reports

19. Adjournment

CITY HALL
EVANSDALE, IOWA, OCTOBER 16, 2018
CITY COUNCIL
DOUG FAAS, MAYOR, PRESIDING

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

Walker/Seible to approve October 16, 2018 agenda. Ayes-Five. Motion carried.

Dewater/Bender to approve the following items on the October 16, 2018 consent agenda. a. Approval of October 2, 2018 regular meeting minutes. b. Accept and place on file the minutes and reports from the following Departments, Boards, and Commissions (n/a = not available): Ambulance & Fire Report (Sept), Building Inspection Report (Sept), Clerk/Treasurer Report (Sept), Code Enforcement Report (Sept), Evansdale Municipal Housing (June/July/Aug/Sept), Library (Sept), Parks & Rec Dept. (Sept), Planning & Zoning (Aug), Police Dept. (Sept), Storm Water Commission (April), and Water Works (Sept). Roll call vote: Ayes-Five.

Walker/Loftus to approve Resolution 6257 authorizing payment of bills and transfers. Roll call vote: Ayes-Five.

Seible/Bender to approve Resolution 6258 approving tax abatement for 1800 Timberline Drive. Roll call vote: Ayes-Five.

Dewater/Loftus to approve request to accept the low bid with Bear Creek Landscapes to remove concrete slabs around city hall, replace with rock, and landscape around designated area in an amount not to exceed \$6,006. Councilor Seible questioned what repairs would be made. Mayor Faas responded that they would be removing cement pads in between panels around the building to help alleviate further cracking. Councilor Dewater questioned if the pads would be cut out to avoid any damage to the building. Mayor Faas responded yes. Ayes-five. Motion carried.

Discussion: Lafayette Rehabilitation/Reconstruction Project: Mayor Faas discussed the reconstruction of Lafayette Road project costs to be upwards of \$4.3 million, not including engineering fees, with only a 65% federal match instead of 80% that we received with the River Forest Road Reconstruction project leaving the city share at approximately 1.9 million. However, there are new techniques being used to rehabilitate roadways that has been found successful and the city cost, excluding engineering fees, would be as low as 1.7 million. He also discussed meeting with Speer financial to discuss funding options. Councilor Dewater questioned what the rehabilitation process was called. Faas responded interlayering. Dewater also questioned if we would get a DOT traffic count before we proceeded further. Faas responded that he would check into it. Councilor Seible stated that we needed to address the road due to its deteriorating condition.

Public Discussion: non-agenda items: Ann McGovern, 432, Trail Ave., expressed concern with having to remove her lawn ornaments and wanted to know what the ordinance stated about lawn ordinances and felt the city denied her right to expression. Mayor Faas responded that he had spoken to the landlord as we had received complaints and it had become a distraction to drivers on the road. Ms. McGovern responded that her intent was to slow down the speed of traffic and felt she had accomplished that. Faas responded that it was border line public nuisance, and everything should be done in moderation. Ross Smith, 324 Madison, Waterloo, elected official for House District 62, running unopposed, wanted to know our issues and how he could help. He stated that he was on the transportation committee for the State of Iowa and would keep the committee abreast to the road construction needs throughout the area.

Mayor/Council Reports: Mayor Faas discussed the following city business: a meeting with IDOT and INRCOG was held regarding water Trailways and the possibility of placing a boat/kayak/canoe landing at no cost to the city along the Cedar River; Arbutus lift station updates: Chris Even and Chris Schares are working with McClure Engineering to get estimates to upgrade the lift station as only one pump is operating with the exterior auxiliary pump and it has barely kept up with flooding and inflow/infiltration issues with sump pumping into the sanitary sewer system; Meyers Lake Weir-Bolton and Menk Engineering have sent a proposal to complete a study on flood control at Meyers Lake and would like to be placed on the next agenda; Community Response Center still has water in the basement and mold is starting to grow on the drywall. Chief Jensen stated that Serv Pro came out to give an estimate and the other company was due the next day. Councilor Dewater questioned why we don't fill in the basement of the CRC as flooding has been an issue since it was built. Faas responded that all the mechanicals were in the basement, but it sure sounded like a great idea. Councilor Walker stated that he had experienced first hand the volume of clear water that was running through the sanitary sewer system. Dewater responded that he couldn't imagine that sump pumping would increase the I/I in as much to over load our system. John Peverill, 543 East End Ave., stated that a portion of the lake was filled in at one point and shouldn't have been.

Mayor Faas stated that he had been approached by a group of residents that would like to have an annual Christmas decorating event where we would bring in celebrity judges and have prizes available, the city investment shouldn't be beyond \$500.

The Mayor wanted to give a special thank you to Public Works Director Chris Schares and his team for the 24/7 hours his team kept keeping pumps going and working aggressively at protecting the community against flooding. He also wanted to give a special thank you to Waste Water Foreman Chris Even for the nights he stayed at the plant so that he would be immediately available when the Arbutus lift station alarms went off to keep the city safe from sewer back-up in their homes. Councilor Seible stated that he had received complaints regarding the new car lot on Lafayette and wanted to know if we could ensure that the owner put a fence around the back of his property. Chief Jensen responded that fence placement had been the original intent, but a lot of upgrades have been completed to get the business going and it was just a matter of time before that task was completed. Seible also stated that there was a lot of junk/rubbish at a home on Norma Ave. if code enforcement would visit that home, it would be appreciated. John Peverill, 543 East End Ave., stated that the house on east Gilbertville Road needed to be addressed. Walker stated that yard art is getting out of hand in this city. Mayor responded that it would be a tough ordinance

to write and enforce. Loraine Atkins, 625 River Forest Rd., stated that personal property can not be placed on city property.

There being no further discussion, Seible/Walker to adjourn the meeting at 6:51 p.m. Motion carried.

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

Applicant License Application (BC0029504)

Name of Applicant: <u>Casey's Marketing Company</u>		
Name of Business (DBA): <u>Casey's General Store #2864</u>		
Address of Premises: <u>1038 River Forest Road</u>		
City <u>Evansdale</u>	County: <u>Black Hawk</u>	Zip: <u>50707</u>
Business <u>(319) 235-2591</u>		
Mailing <u>PO Box 3001</u>		
City <u>Ankeny</u>	State <u>IA</u>	Zip: <u>500218045</u>

Contact Person

Name <u>JESSICA FISHER, Store Operations</u>
Phone: <u>(515) 446-6404</u> Email <u>JESSICA.FISHER@caseys.com</u>

Classification Class C Beer Permit (BC)

Term:12 months

Effective Date: 12/28/2018

Expiration Date: 12/27/2019

Privileges:

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

Status of Business

BusinessType: <u>Publicly Traded Corporation</u>
Corporate ID Number: <u>XXXXXXXXXX</u> Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

42-0935283 Casey's General Stores, Inc.

First Name: 42-0935283 **Last Name:** Casey's General Stores, Inc.
City: Ankeny **State:** Iowa **Zip:** 50021-804
Position: Owner
% of Ownership: 100.00% **U.S. Citizen:** Yes

Michael Richardson

First Name: Michael **Last Name:** Richardson
City: Pleasant Hill **State:** Iowa **Zip:** 50327
Position: President
% of Ownership: 0.00% **U.S. Citizen:** Yes

Julia L. Jackowski

First Name: Julia L. **Last Name:** Jackowski
City: Urbandale **State:** Iowa **Zip:** 50322

Position: Asst Secretary

% of Ownership: 0.00%

U.S. Citizen: Yes

James Pistillo

First Name: James

Last Name: Pistillo

City: Urbandale

State: Iowa

Zip: 50323

Position: Treasurer

% of Ownership: 0.00%

U.S. Citizen: Yes

John Soupene

First Name: John

Last Name: Soupene

City: Ankeny

State: Iowa

Zip: 50023

Position: Vice President

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

RESOLUTION 6259

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

ADVANCED SYSTEMS	FD-OCT COPIER CONTRACT	37.04
	FD-NOV COPIER CONTRACT	37.04
	TOTAL:	74.08
ALL STATE RENTAL	RU-FORK LIFT RNTL/TRIM TREES	600.00
ALLEN MEMORIAL HOSPITAL	PD-DRUG TESTING	53.00
	RU-DOT DRUG TESTING	52.00
	TOTAL:	105.00
BLACK HAWK ABSTRACT	PY-UPDT ABSTRCT/3547-73 LAFAYETTE	280.00
BLACK HAWK ELECTRICAL	RU-CK LIGHT POLE/1776 W GLBRT	71.00
	RU-WIRE BRINE TANK	821.30
	TOTAL:	892.30
BOUND TREE MEDICAL	FD-MEDICAL SUPPLIES	407.05
	FD-MEDICAL SUPPLIES	22.83
	TOTAL:	429.88
CENTURY LINK	SR-INTERNET	78.99
CITY LAUNDERING	LIB-MONTHLY MATS	41.28
	CH-MONTHLY MATS	71.85
	TOTAL:	113.13
CGA	SR-NO-RISE CERTIFICATION	13,516.25
COURIER	PY-10/2 MINS & BILLS	163.14
COVENANT MEDICAL CENTER	FD-MEDICAL SUPPLIES	72.56
CREATIVE IMPACT	AC-TAGS FOR LIVE TRAPS	48.00
	CH-2 WATER FOWL HUNTING SIGNS	80.00
	TOTAL:	128.00
CULLIGAN WATER	SR-BOTTLED WATER	15.00
DBS&H	PD-LEGAL FEES	105.00
	PY-LEGAL FEES	3,780.00
	TOTAL:	3,885.00
EASTMAN, JULIE	PY-RMBRSE TRAVEL	250.49
EMERGENCY MEDICAL PRDTS	FD-MEDICAL SUPPLIES	281.64
EVANSDALE WATER WORKS	PD-WATER EXPENSE	104.94
	FD-WATER EXPENSE	104.93
	PK-WATER EXPENSE	9.33
	TOTAL:	219.20
FAREWAY	FD-SWIFFER PADS	9.38
	SR-PAPER TOWELS	22.85
	SR-WATER FOR TESTING	5.94
	TOTAL:	38.17
FELD EQUIPMENT CO.	FD-FIRE BOOTS	280.00
GIERKE-ROBINSON CO	RU-6" PUMP RENTAL	695.50
HARRISON TRUCK CENTERS	RU-AIR FILTER/FLASHLIGHT	91.66
I.N.R.C.O.G.	RU-NE IA CORRIDOR STDY #22	393.80
IAEI-INTI ASSOC. ELECTRIC INSPECT	(FY19 MBRSHIP RNWL	120.00
IOWA ONE CALL	RU-OCT 18 LOCATES	13.80
	SR-OCT 18 LOCATES	13.80
	TOTAL:	27.60
KOBLISKA, DEANNE	CH-RMBRSE CLOCK/CHAMBERS	79.99
LUCAS ASPHALT PAVING	RU-PATCH REPAIR/BROWN ST	339.00
MEDIACOM	PD-INTERNET/83849500300902	123.45
	FD-INTERNET/83849500300902	123.45
	BI-INTERNET/83849500300904	41.38
	CH-INTERNET/83849500300904	41.38
	RU-INTERNET/83849500300903	96.90
	RU-INTERNET/83849500300001	75.90
	RU-INTERNET/83849500300904	41.38
	SR-INTERNET/83849500300904	41.38
	TOTAL:	585.22
MORGAN, JANE	FD-CPR INSTRUCTOR CLASS	75.00

	NASCO	AC-6 CAGES FOR TNR	55.18
		AC-5 LIVE TRAPS	255.81
		TOTAL:	310.99
	NORTH CENTRAL LABS	SR-5 GLASS FIBER FILTERS	206.41
APPROVED	PATHFINDER SYSTEMS	SR-RPR BLOWER	2,332.00
BY CC 8/7/18		SR-FREIGHT	182.37
		TOTAL:	2,514.37
	PETERSON CONTRACTORS	ANGELS BRIDGE FINAL RETAINAGE	10,123.65
	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
APPROVED	PRAIRIE ROAD BUILDERS	RU-SHIP ST SEAL PRJT	42,495.50
BY CC 5/16/18	QUAD COUNTY FIRE SCHOOL	FD-FIRE SCHOOL	50.00
	RITEPRICE OFFICE SUPPLY	PY-OFFICE SUPPLIES	63.28
		PY-KLEENEX	11.85
		TOTAL:	75.13
	TESTAMERICA	SR-MNTHLY TESTING	661.00
	THE SLED SHED	RU-HLMTS & CHAINS/TREE TRMMING	397.44
	TIFCO INDUSTRIES	RU-HYDRAULIC HOSE FITTINGS	133.98
	UTILITY EQUIPMENT CO	SR-TRACING DYE	163.35
		SW-TRACING DYE	163.35
		TOTAL:	326.70
	VAN METER & ASSOCIATES	RU-LIGHT BULBS/BUILDING 2	238.58
	WERTJES UNIFORMS	PD-UNIFORMS	363.98
		PD-2 UNIFORM PANTS	110.00
		TOTAL:	473.98
	ZOLL MEDICAL	FD-PADS #201	88.50
		001 GENERAL FUND	7,223.77
		002 CAPITAL IMPROVEMENT	10,877.63
		005 STREETS	44,356.34
		110 ROAD USE TAX	2,201.40
		610 SEWER FUND	17,239.34
		740 STORM WATER	163.35
		GRAND TOTAL:	82,061.83
PREPAYS			
83155	BAKER & TAYLOR, LLC	LIB-BOOKS/DVDS	465.73
83156	CAPITAL ONE BANK	LIB-POSTAGE/CONF/SUPPLIES	325.15
83157	CREATIVE IMPACT CO	LIB-BOOKMARKS	269.86
83158	FASTENAL CO	SR-ARBUTUS CHECK VALVE RPR	16.05
83159	RAND, DENISE	LIB-RMBRSE TRAVEL	134.95
83160	STOREY KENWORTHY	LIB-OFFICE SUPPLIES	56.27
83161	US CELLULAR	PHONES	475.99
83162	WINDSTREAM	PHONES	434.65
DRAFT	ADVANTAGE ADMIN	DEDUCTIBLE EXPENSE/HRA FEES	1,120.00
83164	AFLAC	INSURANCE	60.02
DRAFT	IPERS	RETIREMENT	8,193.01
83165	MET LIFE	DNTL/VIS/LIFE	2,723.85
83166	MFPRSI	RETIREMENT	11,060.16
83167	POLICE ASSOCIATION	P/R DEDUCT	70.00
DRAFT	TREASURE ST OF IA	P/R DEDUCT	3,633.00
83168	VALIC	P/R DEDUCT	50.00
83169	WELLMARK	INSURANCE	16,285.46
			45,374.15

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF EVANS DALE, IOWA, ON THIS 7TH DAY OF NOVEMBER 2018

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk



Clapsaddle-Garber Associates
 PO Box 754
 Marshalltown, IA 50158-0754
 641-752-6701

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

Invoice number 38297
 Date 10/31/2018

Project **2430 Evansdale Wastewater Treatment Facility Improvement**

For Professional Services After 09/15/2018 to 10/27/2018

Related to the Cedar River Flood Analysis as Authorized in Amendment 2018-3 to the Master Engineering Services Agreement on April 3, 2018 by the Evansdale City Council

Professional Services

	Hours	Rate	Billed Amount
Project Manager	14.50	110.00	1,595.00
	0.50	110.00	55.00
	3.20	110.00	352.00
Professional Services subtotal	18.20		2,002.00

Expenses

	Units	Rate	Billed Amount
Personal Vehicle Mileage	28.00	0.65	18.20

Consultant

	Billed Amount
Subconsultant Expense AECOM Technical Services Inc.	11,496.05

Invoice total **13,516.25**

Invoice Summary

Description	Maximum Amount	Total Earned	Prior Billed	Current Billed	Remaining
Task 1.0 Develop Hydraulic Base Map	30,886.00	28,338.15	26,724.95	1,613.20	2,547.85
Task 2.0 Hydraulic Analysis	17,115.00	11,848.05	0.00	11,848.05	5,266.95
Task 3.0 Summary Letter Report and Model Comparison	4,367.00	0.00	0.00	0.00	4,367.00
Task 4.0 Develop Iowa DNR Permit Documentation	3,332.00	55.00	0.00	55.00	3,277.00
Total	55,700.00	40,241.20	26,724.95	13,516.25	15,458.80

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
38297	10/31/2018	13,516.25	13,516.25				

Total	13,516.25	13,516.25	0.00	0.00	0.00	0.00
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All invoices are due upon receipt. A late charge of 1.5% per month will be added to any unpaid balance after 30 days.

CGA gladly accepts payment by Visa and/or Mastercard without charge if paid within 10 days of the date of the invoice. A 2.5% convenience fee shall be added to the total invoiced amount if payment is made by credit card after 10 days of the date of the invoice.

**AGREEMENT FOR PROFESSIONAL SERVICES
STORMWATER PUMP STATION
PRELIMINARY ENGINEERING**

CITY OF EVANSDALE, IOWA

This Agreement, made this _____ day of _____, 2018, by and between the City of Evansdale 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 intends to employ professional services required in conjunction with the Evansdale Stormwater Pump Station project, 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 the various Basic Services and Construction Phase Services in connection with the specific project as described in Section I.A and Section I.B. of Exhibit I.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Section I.C. of Exhibit I.
- C. The CONSULTANT shall serve as the CLIENT'S professional engineering representative as described herein.

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 to boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, zoning limitation. 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.
- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of contract documents and other CONSULTANT services not included in this Agreement.
- G. The CLIENT will hire, when requested by the CONSULTANT, an independent testing company to perform laboratory and material testing services, and soil investigations that can be justified for the proper design 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.
- H. The CLIENT shall give prompt and thorough consideration of all reports, sketches, estimates, drawings, specifications, proposals and other documents submitted to the CLIENT by the CONSULTANT, and shall inform the CONSULTANT of all decisions within a reasonable time so as not to delay the work.
- I. The CLIENT shall be responsible for issuing all legal notices, holding all required special meetings, receiving and acting upon protests, and fulfilling all requirements necessary in legal development of the projects as well as paying all costs incidental thereto.

SECTION III - COMPENSATION FOR SERVICES

A. SCHEDULE OF FEES

- 1. The following schedule of fees is based upon competent and responsible engineering and surveying services, and are the minimum rates, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the CONSULTANT and CLIENT that fees be commensurate with the service rendered.

Sr. Project Manager-Principal Engineer/Surveyor.....	\$120-150/Hour
Sr. Project Manager - Associate Engineer/Surveyor	\$100-150/Hour
Project Manager (incl. Landscape Architect)	\$100-145/Hour
Project/Design Engineer/Planner/Landscape Architect.....	\$60-135/Hour
Licensed Surveyor	\$70-135/Hour
Project Surveyor	\$60-100/Hour
Specialist (Nat. Resources, GIS, Traffic, Other).....	\$70-120/Hour
Senior Technician (incl. Survey ¹)	\$70-145/Hour
Technician (incl. Survey ¹)	\$50-90/Hour
Administrative Support & Clerical	\$35-80/Hour
GPS/Robotic Survey Equipment	No Charge
AutoCAD/Computer Time	No Charge
Office Supplies.....	No Charge
Photo Copying/Reproduction	No Charge
Field Supplies/Survey Stakes & Equipment.....	No Charge
Mileage.....	No Charge

¹ No separate charges will be made for GPS or robotic total stations. The cost of this equipment is included in the rates for Survey Technician.

Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals, associates and members of the staff vary according to skill and experience.

These rates include an overhead factor that accounts for federal and state taxes and required benefits, as well as insurance, office expenses and profit. In addition, the overhead factor includes vehicle and personal expenses, stakes and supplies as noted above. Unusual expenses, such as large quantities of prints, outside professional assistance and other items of this general nature, will be billed out separately. Overtime shall not result in additional costs to the CLIENT, but shall be billed at normal hourly rates.

2. Total cost for the Basic Services, as itemized under Section I.A. of EXHIBIT I shall not exceed the following:

Task A – Concept Validation (Fee estimate \$8,950)

Task B – Pump Station Preliminary Engineering (Fee estimate \$25,660)

3. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly.

SECTION 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. Changes requested by the CLIENT will be communicated to the CONSULTANT in writing. The CONSULTANT shall give written 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 negligence 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 negligence 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 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 the longer of 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 payment on any of the CONSULTANT'S invoices is not received within thirty days after date of the invoice, a service charge of two-third of one percent (0.67%) per month will be charged on any unpaid balance.

L. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) 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 Minnesota.

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 by Minnesota General Rules of Practice 114 prior to exercising their rights of law.

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.

The remainder of this page is intentionally left blank.

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.

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

CLIENT: City of Evansdale

CONSULTANT: Bolton & Menk, Inc.

By: _____
Printed Name

By: Adrian Holmes
Printed Name

Signature: _____

Signature:  _____

Title: _____

Title: Senior Project Manager

Date: _____

Date: 10/10/2018

And: _____
Printed Name

Signature: _____

Title: _____

Date: _____

EXHIBIT I

CONSULTANT'S SERVICES STORMWATER PUMP STATION PRELIMINARY ENGINEERING

CITY OF EVANSDALE, IOWA

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The CONSULTANT agrees to provide preliminary engineering for the design of a stormwater pump station to control water levels in Meyers Lake during a flood event of the Cedar River.

I.A. BASIC SERVICES

For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:

Task A – Concept Validation (Fee estimate \$8,950)

1. Meetings
 - a. Meet with City of Evansdale staff to define the scope of the project and to determine the nature of the improvements and scope of construction documents.
 - b. Attend no more than four (3) Evansdale City Council meetings relating to the project.
2. Concept Formulation
 - a. Prepare preliminary drawings/sketches showing the general arrangement of two pump station site options. These drawings will utilize available GIS base mapping and may include CAD and hand sketches with the intent to quickly review with the CLIENT layout alternatives and determine a preferred conceptual layout.
 - i) Obtain base mapping including existing utility locations
 - ii) Obtain plans of existing levee system
 - iii) Approximate drainage area and area to be drained
 - iv) Review of property ownership and right of way needs
 - v) Review of alternative inlet and discharge locations
 - vi) Environmental constraints
 - vii) Existing utility considerations
 - viii) Site access
 - ix) Review concept with Agency Contacts at Iowa DOT, US Army Corps of Engineers, and FEMA
 - x) Construction cost estimate based on projects of similar scope and magnitude

~~Task B – Pump Station Preliminary Engineering (Fee estimate \$25,660)~~

1. ~~Develop Operational Criteria~~
 - a. ~~Identify operational criteria including the following:~~
 - i) ~~Maximum static head requirements~~
 - ii) ~~Hydrologic Analysis~~
 - (1) ~~Cedar River flood characteristics~~
 - (2) ~~Storm runoff characteristics~~
 - (3) ~~Design storm hydrographs~~
 - (4) ~~Groundwater seepage and other miscellaneous inflows~~
 - (5) ~~Lake storage capacity~~

- ~~iii) Discharge system requirements~~
- ~~iv) Establish key elevations by field survey~~
- ~~v) Water levels for pump on / pump off~~
- ~~2. Pump Station Configuration~~
 - ~~a) Station type identification~~
 - ~~b) Pump type identification~~
 - ~~c) Potential pumping configuration~~
 - ~~d) Power requirements including emergency backup power~~
 - ~~e) Pump controls and integration with existing City utility control systems~~
- ~~3. Final Report~~
 - ~~a) Maps of proposed options~~
 - ~~b) Operational matrix of proposed options~~
 - ~~c) Description of regulatory criteria~~
 - ~~d) Cost Estimate for Final Design and Construction~~
 - ~~e) Recommendation of preferred option~~
 - ~~f) Identification of Potential Funding Sources~~

~~I.B. ADDITIONAL SERVICES~~

~~Consulting services performed other than those authorized under Section 1.A shall be considered not part of the Basic Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the bidding of the project; or vary depending on the technique, procedures or schedule of the project contractor.~~

~~Additional services include:~~

- ~~1. Topographic Survey Beyond that Listed Above~~
- ~~2. Final Design and Construction Bidding Assistance~~
- ~~3. Permitting and Environmental Studies~~
- ~~4. Construction contract administration~~
- ~~5. Construction Staking~~
- ~~6. Coordination of funding~~
- ~~7. All other services not specifically identified in Sections I.A or I.B of this Exhibit.~~

PROFESSIONAL SERVICES AGREEMENT

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

PROJECT: City of Evansdale - Lafayette Road Traffic Counts

PROJECT LOCATION: Evansdale, IA

DATE OF AGREEMENT: October 18, 2018

PROJECT DESCRIPTION

Thank you for the opportunity to provide professional engineering services to collect traffic counts at Lafayette Road.

SCOPE OF SERVICES

We will provide the following services for the project:

Traffic Engineering

These services will consist of the following tasks:

Lafayette Road Traffic Counts

1. Data Collection

- A. Use cameras to collect 14-hour turning movement counts on a typical weekday at the following intersections:
 - 1) Lafayette Road & N Evans Road
 - 2) Lafayette Road & S Evans Road
 - 3) Lafayette Road & Grand Boulevard
 - 4) Lafayette Road & Eldene Court
- B. Process the traffic data through Miovision.

Note: The turning movement counts will be summarized by personal vehicles, heavy vehicles and total.

2. Summarize Data

Organize and format the data to present the raw counts and summary by both AM and PM peak hour in PDF format.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

- 1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
- 2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.



3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed. Turning movement counts will be available ten (10) working days after the receipt of this Agreement.

COMPENSATION

Description	Fee Type	Fee	Expenses	Total
Lafayette Road Traffic Counts	Fixed Fee	\$2,950	Included	\$2,950
ESTIMATED TOTAL		\$2,950	Included	\$2,950

Fee Types:

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

Expenses:

- Included - 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

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

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

1. Intersection design.
2. Roadway design.
3. Survey.

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery March 2016

PARTIES

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

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

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

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

INDEMNIFICATION

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

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

HAZARDOUS MATERIALS - INDEMNIFICATION

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

STANDARD OF CARE

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

BETTERMENT

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

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

RIGHT OF ENTRY

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

PAYMENT

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

TERMINATION

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

INFORMATION PROVIDED BY OTHERS

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

UNDERGROUND UTILITIES

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

CONTRACTOR MATTERS

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

SHOP DRAWING REVIEW

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

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

OPINIONS OF PROBABLE COST

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

CONSTRUCTION OBSERVATION

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

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

OTHER SERVICES

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

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

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

DISPUTE RESOLUTION

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

EXCUSABLE EVENTS

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

ASSIGNMENT

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

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

SEVERABILITY, SURVIVAL AND WAIVER

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

GOVERNING LAW

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

EQUAL EMPLOYMENT OPPORTUNITY

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

COMPLETE AGREEMENT

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

AGREEMENT

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

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

Sincerely,
SHIVE-HATTERY, INC.



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

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Evansdale, IA

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

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

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

RESOLUTION 6260
AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AMENDMENT TO DEVELOPMENT AGREEMENT is entered into between the City of Evansdale, Iowa (“the City”) and One Site Development, L.L.C. (the “Company”) as of the 7th of November 2018.

WHEREAS the City and the Company have negotiated a Contract for Sale and Purchase of approximately 0.897 acres located at the NWC of Evans Road and Lafayette Road in Evansdale, Iowa, as shown on Exhibit A – Subject Property (“Subject Property”); and

WHEREAS the Company has proposed to develop the Property for a retail store; and

WHEREAS the City and the Company had previously executed a Development Agreement and now wish to amend said Development Agreement.

NOW THEREFORE, the parties hereto agree as follows:

1. Events of Default. The City and the Company hereby amend Paragraph No. 2 – Events of Default – to read as follows:

2. Events of Default. The following shall be “Events of Default”:

- a. The Company’s failure to develop the Subject Property pursuant to the terms of this Agreement and/or the Contract for Sale and Purchase;
- b. The Company’s failure to perform any term of this Agreement;
- c. The holder of any Mortgage on the Subject Property, or any improvements thereon, or any portion thereof, commences foreclosure proceeding as a result of any default under the applicable Mortgage documents;
- d. The Company’s:
 - i. Filing of any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law;
 - ii. Assignment for the benefit of its creditors; or
 - iii. Adjudication as bankrupt or insolvent.

2. Amendment and Assignment. The City and the Company hereby amend Paragraph No. 5 – Amendment and Assignment – as follows:

This Agreement may not be amended or assigned without the written consent of the other party. The City shall not withhold its consent for assignment of the Agreement if the Transferee (1) agrees in advance of the transfer to be bound to all terms and conditions of the original Development Agreement, and (2) executes any document requested by the City to memorialize such agreement in writing.

CITY OF EVANDALE, IOWA

ONE SITE DEVELOPMENT, L.L.C.

BY: _____
Doug Faas, Mayor

BY: _____
Jeff Stickfort
Managing Member of
One Site Development, L.L.C.

Attest: _____
DeAnne Kobliska, City Clerk

RESOLUTION 6261

A RESOLUTION OF THE EVANSDALE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA AUTHORIZING AND DIRECTING THE CITY CLERK TO CERTIFY TO THE COUNTY AUDITOR, ON OR BEFORE DECEMBER 1, 2018, THE AMOUNT FOR ALL LOANS, ADVANCES, INDEBTEDNESS OR BONDS WHICH QUALIFY FOR PAYMENT PURSUANT TO IOWA CODE SECTION 403.19.

WHEREAS, the Evansdale City Council has adopted and approved the City of Evansdale Urban Renewal Plan for the City of Evansdale, Iowa Urban Renewal Area; and

WHEREAS, the City of Evansdale has incurred loans, advances and indebtedness which qualify for payment from the special fund provided pursuant to Iowa Code Section 403.19:

WHEREAS, the City Council finds that said loans, advances and indebtedness qualify for payment for the special fund and should be certified on or before December 1, 2018 with the Black Hawk County Auditor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Evansdale, Iowa that the City Clerk is directed to certify the debit in the amount of:

HOME ACRES DISTRICT	
2013 GO BOND	100,760
2015 GO BOND	119,250
2017A GO BOND	117,117
Total	337,127
NORTHWEST DISTRICT	
2010 GO BOND	25,892
2015 GO BOND	48,163
2017A GO BOND	25,467
2017B GO BOND	81,100
2017A BOND (REIMBURSE-FY18 INTEREST PAID BY HOME ACRES TIF)	4,270
2017B BOND (REIMBURSE-FY18 INTEREST PAID BY HOME ACRES TIF)	9,192
Total	194,084
EAST HEIGHTS DISTRICT	
2010 GO BOND	56,762
Total	56,762
NEW RESIDENTIAL DISTRICT	
2015 GO BOND	38,113
2015 GO BOND (REIMBURSE-FY16 INTEREST PAID BY HOME ACRES)	4,644

Total	42,757
--------------	---------------

for all loans, advances, indebtedness or bonds incurred in 2019/2020 or prior years on or before December 1, 2018, to the County Auditor.

PASSED AND APPROVED THIS 7TH DAY OF NOVEMBER 2018

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

**SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR
 CERTIFICATION TO COUNTY AUDITOR
 Due To County Auditor By December 1 Prior To The Fiscal Year
 Where Less Than The Legally Available TIF Increment Tax Is Requested
 Use One Certification Per Urban Renewal Area**

City: EVANSDALE County: BLACK HAWK

Urban Renewal Area Name: NORTHWEST DISTRICT

Urban Renewal Area Number: 07004 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and County named above, the City requests less than the maximum legally available TIF increment tax as detailed below.

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
<u>2010 GO CORP PURP BOND</u>	<u>25,892</u>
<u>2015 GENERAL OBLIGATION BOND</u>	<u>48,163</u>
<u>2017A GO BOND</u>	<u>25,467</u>
<u>2017B GO BOND</u>	<u>81,100</u>
<u>REIMBURSE HOME ACRES-2017A GO BOND INTEREST PAYMENT</u>	<u>4,270</u>
<u>REIMBURSE HOME ACRES-2017B GO BOND INTEREST PAYMENT</u>	<u>9,192</u>
<u>TOTAL REQUEST FOR TIF CERT FOR THE NORTHWEST DISTRICT FOR FY2019</u>	<u>194,084</u>

Dated this 7th day of NOVEMBER, 2018

 Signature of Authorized Official

 319-232-6683
 Telephone

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: EVANSDALE County: BLACK HAWK

Urban Renewal Area Name: EAST HEIGHTS DISTRICT

Urban Renewal Area Number: 07033 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 77,658

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Adjustment to TIF balance reflecting 2015 GO Bond 2007 refunding balance was not carried over.

Dated this 7th day of November, 2018

Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: EVANSDALE County: BLACK HAWK

Urban Renewal Area Name: EAST HEIGHTS DISTRICT

Urban Renewal Area Number: 07033 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>2015 GO BOND (2007 REFUNDING) ADJUSTMENT ONLY</u> _____ _____ _____	<u>05/05/2015</u>	<u>77,658</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 77,658

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

RESOLUTION 6262

**A RESOLUTION DIRECTING THE ASSESSMENT OF UNPAID WEED,
MOWING AND/OR YARD CLEAN-UP FEES FOR THE CALENDAR YEAR
ENDING DECEMBER 31, 2018**

WHEREAS, the City Clerk has on file a schedule of lots, tracts and parcels of ground to be assessed for nonpayment of weed, mowing and/or yard clean-up fees; and

WHEREAS, the City Council deems the attached schedule of proposed assessments to be proper and that such assessment should be made.

NOW THEREFORE, BE IT RESOLVED, by the Evansdale City Council of the City of Evansdale, Iowa, that:

1. The properties and persons listed in the attached Exhibit "A" are hereby assessed a special tax for nonpayment of outstanding weed, mowing and/or yard clean-up fees.
2. The City Clerk shall certify such assessments and tax to the Black Hawk County Treasurer, to be placed upon the tax books and collected together with interest and penalty after due, in the same manner as other unpaid taxes.

PASSED AND APPROVED THIS 7TH DAY OF NOVEMBER 2018

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

RESOLUTION 6263

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVANSDALE, IOWA, AUTHORIZING FINAL RETAINAGE PAYMENT #4 TO PETERSON CONTRACTORS, INC. IN THE AMOUNT OF \$10,123.65 FOR THE ANGELS ISLAND BRIDGE PROJECT

WHEREAS, the City entered into a contract with Peterson Contractors, Inc. for the Angels Island Bridge Project; and

WHEREAS, Clapsaddle-Garber Associates has reviewed the construction progress through October 31, 2018 and recommends payment to Peterson Contractors, Inc.

Request attached

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Evansdale, Iowa, that final retainage payment #4, in the amount of \$10,123.65 hereby authorized to be issued for the Angels Island Bridge Project

PASSED AND ADOPTED THIS 7TH DAY OF NOVEMBER 2018

ATTEST:

Doug Faas, Mayor

DeAnne Kobliska, City Clerk

Engineer's Statement of Completion

Project: Angel's Park Bridge
Evansdale, Iowa

Contractor: PCI
104 Blackhawk St.
Reinbeck, IA 50669

To Mayor Doug Faas:

I hereby state that the construction of the Angel's Park Pedestrian Bridge public improvement project has been substantially completed in general compliance with the site construction plans. The work was substantially completed on September 21, 2018.

CLAPSADDLE-GARBER ASSOCIATES, INC.



Daryl D. Albertson, P.E.
Iowa License No. 20477

Date:

11/01/2018

Accepted by:

Resolution: _____ Date: _____

Signed: _____

Attest: _____

Distribution: Engineer
Contractor
City of Evansdale

Construction Pay Estimate No. 4 (Final)

Project Description: Angels Park Pedestrian Bridge

Date of Contract: January 2, 2018

Contractor: Peterson Contractor, Inc.

Owner:
City of Evansdale

Total Base Bid Plus Alternates 4A & 5A	\$191,625.00	Construction Completed to Date (See Attached Tab)	\$202,473.00
Change Order #1	\$6,848.00		
		Total Amount Earned to Date	\$202,473.00
		Less Previous Payment	\$192,349.35
		Less Retainage 5.0%	\$0.00
TOTAL CONTRACT PRICE	\$191,625.00	AMOUNT DUE THIS ESTIMATE	\$10,123.65

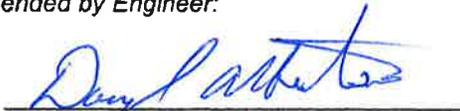
Requested by Contractor:


 Peterson Contractors, Inc.

President
 Title


 Date

Recommended by Engineer:


 Daryl Albertson, PE
 Clapsaddle-Garber Associates, Inc.

Project Manager
 Title

11/1/2018
 Date

Approved by Owner:

 City of Evansdale

 Title

 Date

**APPLICATION FOR PAYMENT
UNIT PRICE CONTRACT**

PROJ: Angels Park Pedestrian Bridge
PN: 8723.06

APPLICATION NO: #4 (Final)
APPLICATION DATE: 10/31/2018
FOR PERIOD: Through 10/31/2018

A	B	CONTRACT				WORK COMPLETED				M	N	O	P	Q	R
		C	D	F	G	H	I	J	L						
DESCRIPTION OF WORK		UNITS	QTY	UNIT PRICE	CONTRACT PRICE	TOTAL QTY PREVIOUS APPLICATION	TOTAL \$ AMOUNT PREVIOUS APPLICATION	AMOUNT THIS PERIOD	\$ AMOUNT THIS PERIOD	MATERIALS PRESENTLY STORED (\$ AMOUNT)	TOTAL QTY TO DATE	TOTAL \$ AMOUNT COMPLETED AND STORED TO DATE	% (O/G)	BALANCE TO FINISH (G-O)	RETAINAGE (O*.05)
1	Removals, Existing Causeway Embankment	CY	890	\$12.25	\$10,902.50	0	\$0.00	890	\$10,902.50		890	\$10,902.50	100%	\$0.00	\$545.13
2	Boardwalk Bridge Substructure	LS	1	\$131,600.00	\$131,600.00	0.3	\$39,480.00	0.7	\$92,120.00		1.00	\$131,600.00	100%	\$0.00	\$6,580.00
3	Sidewalk, PCC, 6 in.	SY	85	\$80.00	\$6,800.00	85	\$6,800.00	50	\$4,000.00		135	\$10,800.00	159%	-\$4,000.00	\$540.00
4A	Timber Deck, Treated, 10 foot width	LF	135	\$135.50	\$18,292.50	0	\$0.00	135	\$18,292.50		135	\$18,292.50	100%	\$0.00	\$914.63
5A	Railing, Timber, Vertical Pickets	LF	270	\$89.00	\$24,030.00	0	\$0.00	270	\$24,030.00		270	\$24,030.00	100%	\$0.00	\$1,201.50
Change Order															
1	Grade approaches, apply topsoil, fabric, erosion stone	LS	1	\$6,848.00	\$0.00	0	\$0.00	1	\$6,848.00		1	\$6,848.00	100%	-\$6,848.00	\$342.40
2		-	-	-	\$0.00		\$0.00	0	\$0.00		0	\$0.00		\$0.00	\$0.00
3					\$0.00		\$0.00	0	\$0.00		0	\$0.00		\$0.00	\$0.00
4					\$0.00		\$0.00	0	\$0.00		0	\$0.00		\$0.00	\$0.00
					CONTRACT PRICE		TOTAL \$ AMOUNT PREVIOUS APPLICATION		\$ AMOUNT THIS PERIOD	MATERIALS PRESENTLY STORED (\$ AMOUNT)		TOTAL \$ AMOUNT COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
TOTALS					\$191,625.00		\$46,280.00		\$156,193.00	\$0.00		\$202,473.00	106%	-\$10,848.00	\$10,123.65

RELEASE RETAINAGE

\$10,123.65



CITY OF EVANSDALE, IOWA

123 N. EVANS ROAD • EVANSDALE, IA 50707 • (319)232.6683 • FAX (319)232.1586

October 17, 2018

DOUG FAAS
Mayor

CITY COUNCIL
MEMBERS:

KENNY LOFTUS
Ward 1

GENE WALKER
Ward 2

STEVE SEIBLE
Ward 3

DICK DEWATER
Ward 4

LYNN BENDER
At-Large

Office of Vehicle & Motor Carrier Services
Iowa Department of Transportation
PO Box 9278
Des Moines, IA 50306-9278

Re: Iowa Metal Recycling

Dear Madam or Sir,

This letter is confirmation that Iowa Metal Recycling located at 212 N. Evans Road in Evansdale, Iowa has complied and is in compliance with all zoning provisions regarding a recycler's and a dealer's license. They also have complied with effectively placing fencing around the entire property so as not to be visible from main traveled highways.

The application for "vehicle salvager" license – someone who is in the business of scrapping, recycling, dismantling or storing wrecked vehicles or selling reusable parts of vehicles, or storing vehicles not currently registered which are subject to registration. This location does have sufficient storage for vehicles, parts, and bodies. This location does have sufficient equipment necessary to perform dismantling, scrapping, or storing of vehicles and/or parts. However, if Iowa Metal Recycling began the practice of dismantling, storing and/or selling used parts they would be in violation of the Evansdale Code of Ordinances. Reference: Evansdale Zoning Ordinance, Chapter 170.18 Principal permitted uses, section B "Automobile, motorcycle, truck, trailer, boat, snowmobile, and farm implement establishments for display, hire, repair, and sales (including new and used sales lots). This paragraph shall not be construed to include automobile, tractor, or machinery wrecking and/or used parts yards."

If you should need any additional information, please contact us at 319-232-6683.

Sincerely,

Sandy Clements
Chair, Planning & Zoning Commission

IOWA METAL RECYCLING

212 N. Evans Rd

Evansdale, IA 50707

RE: VEHICLE RECYCLER LICENSE

Letter from Zoning Department that states applicant has complied with zoning provisions:

- *Effectively screens by natural objects, plantings, fences or other means; or,*
- *Located in industrial zone or unzoned industrial area; or,*
- *Not visible from main traveled highway.*

Must also include the following wording:

Applying for "Vehicle Salvager" – someone in the business of scrapping, recycling, dismantling or storing wrecked or damaged vehicles or selling reusable parts of vehicles, or storing vehicles not currently registered which are subject to registration. This location does have sufficient storage for vehicles, parts, and bodies. This location does have sufficient equipment necessary to perform dismantling, scrapping, or storing of vehicles and/or parts."



October 17, 2018

City of Evansdale
123 N. Evans Road
Evansdale, IA 50707

To whom it may concern:

The purpose of this letter is to request approval from the City of Evansdale for an Iowa DOT Vehicle Recycler License. The primary operation of Iowa Metal Recycling is as a scrap metal recycler. However, customers will occasionally request to recycle a motor vehicle. According to the Iowa DOT, any business that stores, keeps, buys or sells 10 or more wrecked, scrapped, ruined, dismantled or inoperative vehicles must have a Vehicle Recycler's License and comply with the Iowa Junkyard Control Law. Iowa Metal Recycling is seeking the Vehicle Recycler License in order to store a small inventory of scrap vehicles before selling to a junkyard. IMR will not dismantle vehicles or resell used vehicle parts. Overall, Iowa Metal Recycling's business operations will not see any noticeable changes.

We appreciate your assistance on this and are happy to answer any questions or concerns.

Kind regards,

A handwritten signature in black ink, appearing to read "Trent Tompkins".

Trent Tompkins
President
Iowa Metal Recycling
C: 319-493-0821



Sold-To ("Purchaser"):

Chris Schares
City of Evansdale
123 N Evans Rd
Evansdale, IA 50707

Date: October 16, 2018
Document: 157285
Tel: 319-232-6683
Fax: 319-232-1586
Email: publicworks@cityofevansdale.org
Customer #: H900460
Preferred: Mail

Compass Minerals America Inc. (Seller) / Quotation for bulk de-icing salt

Quantity (TN)	Delivery Location	Price Per Ton (USD)
---------------	-------------------	---------------------

300 Reserve: 0	City of Evansdale 130 Brown Street Evansdale, IA 50707 Destination #: H950449 Delivery Lead Time: 7 days	92.35 Deliver	Depot: Dubuque Product: BULK COARSE LA - HWY (7608) Mode of Transport: DUMP (END OR BOTTOM) Distance: 87.7 Miles
-------------------	--	---------------	---

27,705.00

Price(s) effective through Sunday, 31 Mar 2019

Purchaser agrees to pay the seller for such salt as and when delivered, in accordance with the price and payment terms stated above and on the reverse side of this form (unless inconsistent with the terms on this page).

Terms are NET 30 days from shipment with approved credit.

- * This proposal is open for acceptance for 20 days following date of issue, and supersedes any and all previous proposals and or contracts. Proposal must be signed indicating acceptance to be valid.
- * Delivered price(s) via dump and based on full truck load quantities.
- * Seller does not commit to a specific delivery lead time. Any lead time specified above is an estimated target only.
- * Product is for bulk end use only and is not intended for blending and packaging without prior consent.
- * Applicable taxes extra
- * Compass Minerals America Inc. has no obligation to store salt after the Term, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By;

Signature: _____

Title: _____

Joel Gerdes
Sales Manager 800-323-1641 x 9360
Compass Minerals America Inc.

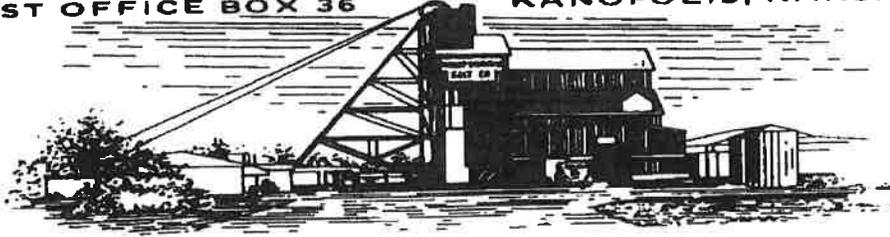
Name: _____

Date: _____

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail
Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

INDEPENDENT SALT *Company*

POST OFFICE BOX 36 KANOPOLIS, KANSAS 67454



10/24/2018

City of Evansdale
123 N Evans Rd
Evansdale, IA 50707

Chris,

Independent Salt Company is pleased to offer the City of Evansdale in Iowa our bulk Highway Deicing Salt delivered to you at the price of \$92.57 per ton for the 2018-19 winter season.

Thank you for the opportunity to quote your business.

Sincerely,

A handwritten signature in cursive script that reads "Chris Tully". The signature is written in black ink and is positioned above the printed name and title.

Chris Tully
Sales Manager

PROJECT WORKSHEET
Prairie Road Builders, Inc

Date: 4/18/18

Customer: City of Evansdale, Iowa
 123 N Evans Rd
 Evansdale, IA 50707
 319-232-6683

SS:		DS:		P:		Grind:		BR:		BP:	
-----	--	-----	--	----	--	--------	--	-----	--	-----	--

CODE: SS-Single Seal, DS-Double Seal, P-Patch, G-Grind, BR-Base Repair, BP-Base Prep

Identification	From	To	Measurement	Sq. Yd.	Rec. Imp.	Cost
1. Ellendale Dr. (gravel area)	Evans Rd	Elmer Ave	520 x 23	1329	Blade, shape and compact existing roadway Add 2.5" of Class A stone Shape & compact Adjust 2 manholes Heavy seal	10,085.75
2. River Rd	6 th St.	Change of pavement at asphalt	Radius 1185 x 24	50 3160	SS SS P – 8.00 ton	8,421.00
					Total	18,506.75

Special Notes:

1. City to furnish water to aid in the compaction of base.
2. The following streets will need to be seal coated next year:
 Item #2 - Ellendale Dr. Projected cost \$ 3,189.60

--	--	--	--	--	--	--

TOP GRADE EXCAVATING INC.

May 1, 2018

City of Evansdale, IA
123 N Evans Road
Evansdale, IA 50707

Ellendale Road from Evans to Elmer

Grind Street

Furnish, place, and compact stone for fine grading

Furnish and place a chip seal pavement on prepared area

Approximate Area: 1320 square yards

Price per Square Yard: \$7.94 per SY

Total estimated cost for Ellendale Rd: \$10,480.80

River Road from 6th Street to where it changes to asphalt

Clean Street

Patch Roadway

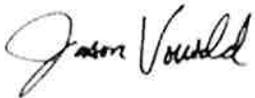
Furnish and place a chip seal pavement on prepared area

Approximate Area: 3224 square yards

Price per Square Yard: \$2.74 per SY

Total estimated cost for River Road: \$8,833.76

Total Estimated Construction Costs \$19,314.56



Jason Vorwald

Top Grade Excavating, Inc.

Affordable Tree Service

Licensed • Insured
Free estimates

Joey Fettkether • 319-822-2573

We'll CUT you a deal!



- Remove Tree
- Remove Stump
- Trim Tree
- Clean Up
- Drop and Leave

4915 N. Pilot Grove Rd
Dunkerton, IA 50626

*Clear trees
out of
Revin*

\$ 1500.00