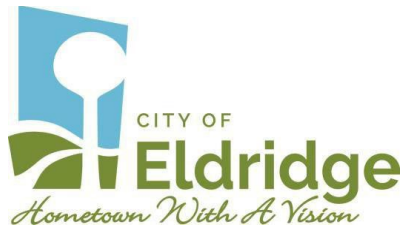


ELDRIDGE ELECTRIC AND WATER UTILITY BOARD

May 19th, 2026 – 5:00 pm
City Hall, 305 N. 3rd Street

1. Call to Order
2. Public Comment
3. Approval of Agenda
4. **Approval of Utility Board Minutes from May 5th, 2026**
5. Financial & Administrative
 - A. **Consideration to Approve Bills Payable**
 - B. **Discussion and consideration to approve City Council and Board Member Digital Communication Policy**
 - C. Department Update
6. **Presentation on the Electrical System Study from Zach Howell with Shive Hattery**
 - A. Consideration to approve the Electrical System Study Proposal
7. Electric Department
 - A. Outages
 - B. Department Update – Collin Wilson
8. Water Department
 - A. Water Main Breaks
 - B. Water Test Results
 - C. Department Update – Cegan Long
9. Adjournment

NEXT REGULAR MEETING: Tuesday, June 2nd, 2026, at 5:00 pm



ELDRIDGE ELECTRIC AND WATER UTILITY BOARD

The regular meeting of the Board of Trustees of the Eldridge Electric and Water Utility Board was called to order at 5:00pm on 5/5/2026, at Eldridge City Hall.

The board members present were Michael Bristley, Jeff Hedrington, and Jeff Hamilton. Mark Goodding and Abby Petersen were absent. Also present were Gage Lane, Sadie Wagner, Cegan Long, and Ryan Iossi.

Public Comment - None

Hedrington Made Motion to Approve the Agenda. Second by Hamilton. All Ayes. Motion Carried.

Hedrington Made Motion to Approve Utility Board Minutes from April 21st, 2026. Second By Hamilton. All Ayes. Motion Carried.

Department Update- Wagner reported that the electric fund for the FY26 budget is projected to exceed budget due to higher-than-expected power costs. However, when combined with other business-type activities - water, sewer, and community center, overall expenditures are not projected to exceed the total budget, and a budget amendment is not anticipated. Wagner also reported that a proposal has been received from Shive for an electrical system study, which is expected to be presented at an upcoming meeting. Lane reported that May 1st utility bills have been mailed and is in the process of scheduling water meter replacements.

Electric Department:

Outages- half-power outage on April 29, 2026, at 7:11 a.m. 349 E. Donahue St. Staff verified the issue on the utility side of the meters and determined the cause to be a fault in the underground service. The fault was located and repaired, and power was restored at 10:45 a.m. A total of four customers were affected.

Department Update: Collin Wilson- reported by Wagner - The crew has completed new electric service installations at Ivy Acres and Grunwald 2nd Addition. A new electric service was also installed at the old water tower due to multiple faults and splices in the original service. Additionally, a utility pole was replaced at 180 N. 9th Avenue.

Water Department:

Water Main Breaks- None

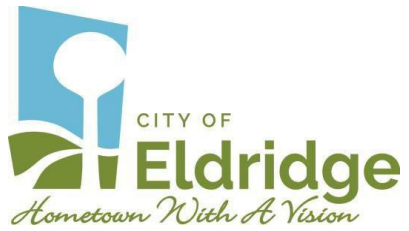
Water Test Results April test results were all satisfactory and met required standards. May backflow preventer (Back T's) testing will begin this week.

Hedrington Made Motion to Approve Resolution 2026-04 E&W Establishing an Increase in Water Rates to Meet the Fiscal Obligation of the Water Utility. Second By Hamilton. ROLL CALL- Hedrington (AYE), Hamilton (AYE), Bristley (AYE). Motion Carried.

A discussion was held regarding the adoption of SUDAS for construction standards within the Water Department. No motion was made at this time.

Water Department Update- Well 4 was experiencing higher amperage readings and repeated failure callouts. After investigation and consultation with Northway Pump, it was determined that the pump is oversized for the existing motor. The proposed solution is to coordinate with the upcoming maintenance of Well 5, which also has a 40-horsepower motor. As Well 4 is rebuilt, the plan is to move its current setup to Well 5 and upgrade Well 4 to a 50-horsepower motor. Work is anticipated to begin in July.

Long has also been working on the draft water rules and will send them back to Ahlers and Cooney for review. Johnson Controls has installed security communications. Petersen Plumbing replaced a pump for the power mini-split system. Hometown installed a new hydrant on North 9th Avenue. The crew will fill and get bac-T's pulled.



Hedrington Made Motion for Adjournment at 5:17pm. Second By Hedrington. All Ayes.

Respectfully submitted,
Gage Lane
Utility Billing Clerk
glane@cityofeldridgeia.org

BILLS PAYABLE

CHECK #	DEPT	FUND	VENDOR	DESCRIPTION	AMOUNT
227519	ELECTRIC	630-5-820-6340	ACCESS SYSTEMS LEASING	COPIER LEASE	\$ 119.63
227519	ELECTRIC	630-5-820-6340	ACCESS SYSTEMS LEASING	COPIER LEASE	\$ 200.99
227520	WATER	600-5-810-6501	ACCO UNLIMITED CORP.	CAUSTIC SODA	\$ 500.75
227520	WATER	600-5-810-6501	ACCO UNLIMITED CORP.	CAUSTIC SODA	\$ 821.50
227521	ELECTRIC	630-5-820-6331	AGVANTAGE FS	DIESEL	\$ 2,198.17
227522	WATER	600-5-810-6411	AHLERS & COONEY P.C.	LEGAL FEES	\$ 360.00
227522	ELECTRIC	630-5-820-6411	AHLERS & COONEY P.C.	LEGAL FEES	\$ 396.00
227523	ELECTRIC	630-5-820-6310	ALWAYS CLEAN LLC	CLEANING SVCS	\$ 300.00
227524	ELECTRIC	630-5-820-6605	AMERICAN ELECTRIC INC.	CITY SHOP GATE OPENER	\$ 358.00
227525	ELECTRIC	630-5-820-6507	AQUA-TRONICS INC.	REPAIR AND RETURN TRANSMITTER	\$ 1,007.99
227526	WATER	600-5-810-6401	BOHNSACK & FROMMELT LLP	ACCOUNTING SERVICES	\$ 1,078.12
227526	ELECTRIC	630-5-820-6401	BOHNSACK & FROMMELT LLP	ACCOUNTING SERVICES	\$ 1,078.12
227527	WATER	600-5-810-6373	CENTRAL SCOTT TELEPHONE	TELEPHONE/WIFI SVCS	\$ 260.13
227527	ELECTRIC	630-5-820-6373	CENTRAL SCOTT TELEPHONE	TELEPHONE/WIFI SVCS	\$ 449.95
227528	ELECTRIC	630-5-820-6413	COMMUNITY ACTION OF EASTERN IOWA	PROJECT SHARE	\$ 52.50
227529	ELECTRIC	630-5-820-6450	CROSSROADS MOBILE MAINTENANCE	BUCKET TRUCK INSPECTION	\$ 1,576.23
227529	ELECTRIC	630-5-820-6450	CROSSROADS MOBILE MAINTENANCE	BACKYARD TRUCK INSPECTION	\$ 1,522.58
227529	ELECTRIC	630-5-820-6450	CROSSROADS MOBILE MAINTENANCE	DIGGER TRUCK INSPECTION	\$ 1,498.14
227529	ELECTRIC	630-5-820-6450	CROSSROADS MOBILE MAINTENANCE	BUCKET TRUCK INSPECTION	\$ 1,498.12
227529	ELECTRIC	630-5-820-6450	CROSSROADS MOBILE MAINTENANCE	DIGGER TRUCK INSPECTION	\$ 1,275.16
227529	ELECTRIC	630-5-820-6450	CROSSROADS MOBILE MAINTENANCE	RAM TRUCK INSPECTION	\$ 1,419.78
227530	ELECTRIC	630-5-820-6414	EASTERN IOWA PUBLICATION LLC	PUBLISHING	\$ 959.38
227531	ELECTRIC	630-5-820-6332	EASTERN IOWA TIRE	REPLACE TIRES UNIT 631	\$ 693.32
227532	ELECTRIC	630-5-820-6560	FLETCHER-REINHARDT CO.	INVENTORY	\$ 1,206.00
227533	WATER	600-5-810-6501	HAWKINS INC.	CHLORINE CYLINDERS	\$ 1,349.77
227534	WATER	600-5-810-6373	JOHNSON CONTROLS SECURITY SOLUTIONS	SECURITY SYSTEM	\$ 600.00
227534	WATER	600-5-810-6373	JOHNSON CONTROLS SECURITY SOLUTIONS	SECURITY SYSTEM ADMIN	\$ 59.80
227534	WATER	600-5-810-6373	JOHNSON CONTROLS SECURITY SOLUTIONS	SECURITY COMMUNICATIONS UPGRADE	\$ 400.00
227535	WATER	600-5-810-6723	KINGS MATERIAL INC	HYDRANT REPLACEMENT THRUST BLOCK	\$ 70.88
227536	WATER	600-5-810-6723	MENARDS	LAB WATER & CONCRETE BLADE	\$ 53.64
227536	ELECTRIC	630-5-820-6310	MENARDS	FILTERS	\$ 19.04
227536	ELECTRIC	630-5-820-6507	MENARDS	LUG/WIRE/SPLITBOLT	\$ 16.80
227536	ELECTRIC	630-5-820-6507	MENARDS	OPERATING SUPPLIES	\$ 30.25
227537	ELECTRIC	630-5-820-6310	MERSCHMAN HARDWARE	PROPANE FILL	\$ 34.99
227537	WATER	600-5-810-6723	MERSCHMAN HARDWARE	EXTENSION CORDS FOR HEATERS	\$ 200.96
227537	WATER	600-5-810-6723	MERSCHMAN HARDWARE	PROPANE TANK REFILL	\$ 49.98
227537	WATER	600-5-810-6723	MERSCHMAN HARDWARE	LOCATE PAINT WOOD	\$ 38.99
227537	WATER	600-5-810-6723	MERSCHMAN HARDWARE	NUTS & BOLTS TRUCK #301	\$ 6.00
227537	WATER	600-5-810-6723	MERSCHMAN HARDWARE	NUTS & BOLTS UNIT 301	\$ 20.86
227537	WATER	600-5-810-6723	MERSCHMAN HARDWARE	CONSTRUCTION STAPLER	\$ 30.58
227538	WATER	600-5-810-6331	NIEMANN FOODS INC.	BOLTS UNIT 348	\$ 0.50
227538	ELECTRIC	630-5-820-6310	NIEMANN FOODS INC.	LP FILL	\$ 33.01
227538	ELECTRIC	630-5-820-6507	NIEMANN FOODS INC.	BOLT CUTTER	\$ 24.99
227538	ELECTRIC	630-5-820-6507	NIEMANN FOODS INC.	DRILL BIT	\$ 18.99
227539	WATER	600-5-810-6311	PETERSEN PLBG & HTG. CO.	POWER ROOM HVAC	\$ 10,700.00
227540	WATER	600-5-810-6451	QC ANALYTICAL SERVICES LLC	WATER TESTING	\$ 227.00
227540	WATER	600-5-810-6451	QC ANALYTICAL SERVICES LLC	MONTHLY SAMPLING	\$ 227.00
227541	WATER	600-5-810-6451	QC METALLURGICAL LAB	211 N 9TH AVE BACTERIA TESTING	\$ 25.00
227542	WATER	600-5-810-6373	SHARED IT INC	IT SERVICES	\$ 822.34
227542	ELECTRIC	630-5-820-6373	SHARED IT INC	IT SERVICES	\$ 822.34
227543	ELECTRIC	630-5-820-6506	STAPLES	COPY PAPER	\$ 50.49
227544	ELECTRIC	630-5-820-6560	STUART C IRBY CO	INVENTORY	\$ 930.90
227544	ELECTRIC	630-5-820-6507	STUART C IRBY CO	OPERATING SUPPLIES	\$ 250.38
227545	WATER	600-5-810-6780	THE NORTHWAY CORPORATION	WELL #4 INSPECTION & MAINTENANCE	\$ 58,900.49
227546	WATER	600-5-810-6331	TIPTON ELECTRIC MOTORS INC.	SHOP PRESSURE WASHER	\$ 272.91
227546	ELECTRIC	630-5-820-6332	TIPTON ELECTRIC MOTORS INC.	SHOP PRESSURE WASHER	\$ 272.91
227547	WATER	600-5-810-6560	VAN WERT INC	METERS & RADIO READERS	\$ 7,910.11
227547	WATER	600-5-810-6560	VAN WERT INC	METERS & RADIO READERS	\$ 11,153.97
227548	WATER	600-5-810-6411	WRIGHT LAW OFFICE, P.C.	ROWE/EAB	\$ 300.00
227548	ELECTRIC	630-5-820-6411	WRIGHT LAW OFFICE, P.C.	ROWE/EAB	\$ 300.00
DFT0000716	WATER	600-5-810-6331	WEX BANK	FUEL	\$ 492.90
DFT0000716	ELECTRIC	630-5-820-6331	WEX BANK	FUEL	\$ 399.58
DFT0000726	INS REIMB	821-5-630-6184	EBS	SELF INSURED PMT	\$ 2,150.60
ACH	SPLIT	SPLIT	PAYROLL 5/7	PAYROLL 5/7	\$ 41,462.46
TOTAL:					\$ 161,561.97

CREDIT CARD

DEPT	EMPLOYEE	FUND	VENDOR	DESCRIPTION	AMOUNT
ELECTRIC	GABE STRICKER	630-5-820-6310	HOME DEPOT	NEW DOOR FOR SHOP RESTROOM	\$ 77.00
ELECTRIC	DEVIN GHEER	630-5-820-6457	COMMERCIAL PRINTERS	SHIPPING - LOCATOR AND GLOVES	\$ 385.53
ELECTRIC	MITCH MORRIS	630-5-820-6507	FARM & FLEET	BATTERY FOR GENERATOR	\$ 157.68
CC TOTAL					\$ 620.21
TOTAL					\$ 162,182.18

City Council and Board Member Digital Communication Policy

The purpose of this policy is to ensure transparency, accountability, and proper record retention in communications involving City Council members, board and commission members, and City staff. Communications related to City business may constitute public records under the Iowa Open Records Law and may implicate requirements of the Iowa Open Meetings Law. This policy establishes standards for the use of digital communication methods, including email, text messaging, and social media, to ensure compliance with applicable laws and promote consistent and appropriate communication practices.

The following policy applies to:

- City Council Members
- Mayor
- All City Boards, Commissions, and Committees, including but not limited to:
 - Park Board
 - Utility Board
 - Planning and Zoning Commission
 - Board of Adjustment
- City Employees, as applicable to communications with and between the above individuals

General Communication Principles

All individuals subject to this policy shall:

- Conduct City business in a manner that promotes transparency and accountability
- Avoid communication methods that hinder record retention or public access
- Be mindful that communications regarding City business may be subject to public disclosure
- Avoid engaging in discussions that could constitute a meeting outside of a properly noticed public meeting

City Council Digital Communication Guidelines

City Council members shall conduct City-related communications using their City-issued email accounts. Members shall also avoid the use of personal text message chains for discussing City business and refrain from engaging in serial or group communications that could constitute deliberation among a quorum outside of a public meeting.

Telephone communication between Council members is permitted; however, members shall remain mindful of open meetings requirements and avoid engaging in discussions that could be interpreted as deliberation.

City Board and Commission Member Communication Guidelines

Board and commission members shall not use personal text message chains to communicate regarding City business. Because board and commission members may not have City-issued email accounts, the following requirements apply:

- Any email communication regarding City business shall include (“cc”) the appropriate City staff member using an official City email account
- Personal email communications regarding City business without inclusion of a City staff member are prohibited
- The City staff member included in the communication is responsible for ensuring proper retention of records

Telephone communication is permitted, but members shall remain mindful of open meetings requirements and avoid deliberation outside of properly noticed meetings.

Social Media Communication Guidelines

The use of social media presents additional considerations regarding public records, transparency, and compliance with Iowa law. For purposes of this policy, “social media” includes platforms such as Facebook, X (Twitter), Instagram, Nextdoor, and similar applications that allow public or private communication.

General Expectations

Communications related to City business made through social media may constitute public records. Council members, board members, and applicable staff shall not use social media in a manner that:

- Circumvents public record retention requirements
- Creates the appearance of deliberation outside of a public meeting
- Commits or appears to commit the City to a position or action without proper authorization

Interactions Between Members

City Council and Board members shall not discuss City business with one another through:

- Social media comment threads
- Replies to posts
- Direct or private messages

Such interactions may constitute deliberation and could violate open meetings requirements. Members shall avoid reacting to (e.g., “liking” or endorsing) posts or comments made by other members on matters that may come before the Council or Board.

Responding to the Public

Council and Board members may respond to general inquiries from residents on social media; however, responses should be limited to:

- Providing factual, publicly available information
- Directing individuals to appropriate City staff or official communication channels

Members shall not:

- Engage in extended discussions or debates regarding City business
- Make commitments or representations on behalf of the City
- Provide official positions outside of authorized channels

Whenever possible, individuals should be directed to contact City Hall or appropriate staff.

Direct Messages and Private Communications

Direct messages and private communications on social media related to City business shall be treated as public records where applicable. Council and Board members shall:

- Avoid conducting City business through private messaging
- Preserve or forward such communications to appropriate City staff for retention
- Include City staff when responding to substantive inquiries

Personal vs. Official Accounts

Use of a personal social media account does not exempt communications from public records requirements. Individuals using personal accounts should:

- Avoid presenting personal opinions as official City positions
- Clearly indicate that the account is not an official City communication channel

Recommended disclaimer: "This is a personal page and is not an official communication channel for the City. For official inquiries, please contact City Hall."

Official City Social Media Accounts

Official City social media accounts shall be administered by designated City staff.

Council and Board members shall not:

- Post on official accounts unless authorized
- Represent themselves as speaking on behalf of the City through unofficial channels

Records Retention

To the extent social media communications constitute public records, they must be retained in accordance with applicable laws and City policies. Individuals are strongly

encouraged to avoid using social media for substantive City business to minimize record retention risks.

Violations

Failure to comply with this policy may result in:

- Violation of City policy
- Potential violation of applicable Iowa laws
- Referral for further review or action as appropriate

PROFESSIONAL SERVICES AGREEMENT

ATTN: Nevada Lemke
CLIENT: City of Eldridge, IA
305 N. Third Street
PO Box 375
Eldridge, IA 52748-0375

PROJECT: City of Eldridge Electrical System Study

PROJECT LOCATION: Eldridge, IA

DATE OF AGREEMENT: May 4, 2026

PROJECT DESCRIPTION

The City of Eldridge has requested Shive-Hattery complete an Electrical System Study.

SCOPE OF SERVICES

The City of Eldridge is experiencing continued growth and infrastructure demands that require a clear understanding of the current electrical utility system and its ability to support future development. Reliable electrical service, system redundancy, and long-term capacity planning are essential to maintaining public safety, economic development, and quality of life for residents and businesses.

This proposal outlines professional engineering services to perform an enabling study of the City's electrical utility infrastructure. The study will evaluate existing conditions, identify system limitations, and develop conceptual options to improve system reliability, capacity, and flexibility—specifically including evaluation of a potential second main utility feed.

The study will be performed using a collaborative approach with City staff and utility providers. Emphasis will be placed on developing practical, implementable options rather than detailed design. The intent of this effort is to support informed planning and budgeting decisions while maintaining flexibility for future phases of engineering and design services.

Based on the City's goals, this study will focus on:

- Understanding the existing electrical utility infrastructure and its configuration
- Evaluating current system capacity and operational constraints
- Assessing vulnerability to outages and single-point failures
- Developing feasible options for a second primary electrical feed
- Identifying potential upgrade projects to support future growth and reliability
- Assessing the City's ability to accommodate future expansion and increased electrical demand



The outcome of this effort will provide the City with clear information to support capital planning, coordination with utility providers, and informed decision-making.

1. Data Collection and Existing Conditions Review

- Review available electrical utility mapping, as-built drawings, and records provided by the City and serving utility providers.
- Coordinate with MidAmerican to understand known constraints and future capabilities.
- Identify areas of concern for future growth on feeders, transformers, and major distribution infrastructure serving the City.
- Conduct limited field observations, as appropriate, to verify existing infrastructure and configurations.

Deliverables include summary of existing electrical utility infrastructure and system configuration.

2. System Capacity and Reliability Assessment

- Evaluate existing electrical service capacity relative to known and projected loads
- Identify critical infrastructure, load concentrations, and potential bottlenecks.
- Assess system resilience, including exposure to outages, fault conditions, and single-point failures.
- Identify areas with limited redundancy or constrained expansion capability.
- Review existing voltage regulators for existing and future capacity.
 - Study capacity differences when boosting voltage when MidAmerican voltage sags due to high loading on their facilities.

Deliverables include technical memorandum summarizing current capacity, reliability, and system limitations.

3. Second Main Utility Feed Evaluation

- Identify potential strategies for providing a second primary electrical feed to the City, where practical
- Evaluate high-level routing options, conceptual points of interconnection, and infrastructure requirements
- Consider constructability, utility coordination, land use, and general order-of-magnitude considerations
- Identify benefits and limitations of each option with respect to reliability and redundancy

Deliverables include conceptual options outlining feasible second-feed alternatives and key considerations.

4. Back-up Generation Evaluation

- Identify potential strategies for providing a generator facility to back-up the primary electrical feed to the City, where practical
- Evaluate conceptual points of interconnection and infrastructure requirements
- Consider constructability, utility coordination, land use, and general order-of-magnitude considerations
- Identify benefits and limitations of each option with respect to reliability and redundancy

Deliverables include conceptual options outlining feasible generator back-up alternatives and key considerations.

5. Identification of Upgrade and Improvement Projects

- Identify potential electrical infrastructure upgrade projects to improve reliability, capacity, or operational flexibility
- Evaluate projects such as feeder upgrades, transformer capacity increases, distribution reconfiguration, or targeted redundancy improvements
- Prioritize projects based on system needs, risk reduction, and long-term benefit

Deliverables include list of potential upgrade projects with qualitative prioritization.

6. Future Expansion and Growth Assessment

- Evaluate the electrical system's ability to support anticipated future development and load growth
- Identify areas requiring proactive planning to avoid future capacity constraints
- Provide guidance for integrating utility planning into land use, zoning, and capital improvement planning

Deliverables include narrative summary of future expansion opportunities and constraints.

Assumptions and Limitations

- Services are intended for planning-level evaluation and do not include detailed engineering design or construction documents
- Cost information, if provided, will be conceptual and order-of-magnitude only
- Field investigations will be limited and non-destructive
- Utility provider coordination is subject to availability and cooperation

The proposed electrical utility infrastructure study will provide the City of Eldridge with a clear understanding of its existing electrical system and a roadmap for improving reliability, capacity, and

long-term resilience. We appreciate the opportunity to assist the City with this important planning effort and look forward to supporting Eldridge’s continued growth and success.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

- 1. Provide to Shive-Hattery any available drawings, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
- 2. Provide hourly/sub-hourly electrical consumption data from MidAmerican or other electrical providers.

SCHEDULE

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

- We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Electrical Study	Fixed Fee	\$74,000	Included	\$74,000
TOTAL		\$74,000	Included	\$74,000

Fee Types:

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

Expenses:

- Included - For Fixed Fee Type, expenses have been included in the Fee amount. For Hourly Fee Types, expenses will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred.

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.

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery March 2026

PARTIES

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., Helix Design Group, a Division of Shive-Hattery, Inc., Shive-Hattery New Jersey, Inc., Montgomery Roth, a Division of Shive-Hattery, Inc., or KdG, a Division of Shive-Hattery, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

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

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

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, and employees 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, 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, alkalis, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

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

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the

Project.

RIGHT OF ENTRY

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

PAYMENT

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

TERMINATION

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

INFORMATION PROVIDED BY OTHERS

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

UNDERGROUND UTILITIES

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

CONTRACTOR MATTERS

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

SHOP DRAWING REVIEW

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

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

OPINIONS OF PROBABLE COST

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

CONSTRUCTION OBSERVATION

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

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

OTHER SERVICES

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

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

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

DISPUTE RESOLUTION

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

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be

entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

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

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state that the project is located.

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.

HARASSMENT

If either party becomes aware of any form of harassing conduct by the other party's employees, agents, contractors, consultants, vendors, or affiliated companies, the party receiving the harassing conduct will promptly investigate the reported conduct and take appropriate action that may include termination of this Agreement by providing written notice to the other party. Prior to the written notice to terminate, all applicable obligations contained in this Agreement by either party remain in effect. Harassment conduct includes any verbal, physical, and visual or pictorial content that creates an intimidating, offensive, obscene, or hostile working environment, unwanted and unsolicited verbal comments, sexual advances or innuendo, unwelcome jokes or banter, threats, or derogatory comments.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE

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

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

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

Sincerely,
SHIVE-HATTERY, INC.



Zach Howell, Civil Engineer
zhowell@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Eldridge, IA

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

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

CC: Mitchell Frazier, S-H
Reid Borcich, S-H