

RESOLUTION NO. _____

RESOLUTION APPROVING WAGE AND BENEFIT
AGREEMENT FOR FULL-TIME NON-UNION EMPLOYEES

WHEREAS, the Local 1068 American Federation of State, County and Municipal Employees have agreed to a four-year benefit package for July 1, 2022 – June 30, 2026; and

WHEREAS, the Local 1068 American Federation of State, County and Municipal Employees have agreed to a one-year wage increase for July 1, 2022 – June 30, 2023; and

WHEREAS, City Council of Cresco, Iowa, has stated they will make the same benefit package available for full-time non-union employees; and

WHEREAS, the nonunion personnel affected by this agreement consist of the employees in the following positions with wage adjustments effective July 1, 2022:

Chief of Police \$79,753 salary per year,
City Clerk \$76,512 salary per year,
Public Works Director \$70,000 salary per year,
Utility Billing Clerk \$23.63 per hour,
Theatre Manager/Office Assistant \$17.97 per hour;
Wastewater Superintendent \$28.60 per hour,
Water Superintendent \$28.34 per hour,
Street Superintendent \$28.34 per hour; and

WHEREAS, part-time Police Officer Grant Doepke will increase to \$24.64 per hour; and

WHEREAS, full-time, part-time, and temporary employees' wages will be approved by respective Boards and Commissions for the Theatre, Library, Fitness Center, and Parks.

THEREFORE, BE IT RESOLVED, that the City Council and the full-time non-union employees, with the exception of Library staff and Fitness Center/Parks staff, agree to the wage adjustments listed above.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

Mayor David J. Brenno

Attest: _____
City Clerk Michelle Elton

RESOLUTION NO. _____

**RESOLUTION APPROVING WAGE INCREASE FOR SPECIFIED
PERMANENT PART-TIME EMPLOYEES**

WHEREAS, nonunion permanent part-time positions affected by this agreement consists of the employees in the following positions: City Hall/Library/Kessel Lodge Custodian; Airport Manager; and Fire Chief; and

WHEREAS, the City Council of Cresco, Iowa understands the value of these individuals serving in these capacities.

THEREFORE, BE IT RESOLVED, that the rate of pay will be increased 5.9% effective July 1, 2022 for the above-mentioned positions.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

Mayor David J. Brenno

Attest: _____
City Clerk Michelle Elton

ORDINANCE NO. 494

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESCO, IOWA, BY AMENDING PROVISIONS PERTAINING TO WATER RATES

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

SECTION 1. Chapter 92, Section 02, of the Code of Ordinances of the City of Cresco, Iowa, is repealed and the following adopted in lieu thereof:

92.02 RATES FOR SERVICE. Water service shall be furnished at the following monthly rates within the City:

(Code of Iowa, Section 384.84)

1. Effective July 1, 2022:

- A. First 7,000 gallons used per month @ \$5.71 per 1,000 gallons. (Minimum bill is \$8.57 based on 1,500 gallons.)
- B. Next 60,000 gallons used per month @ \$5.21 per 1,000 gallons.
- C. All over 67,000 gallons used per month @ \$4.77 per 1,000 gallons.

SECTION 2. Chapter 92, Section 03, of the Code of Ordinances of the City of Cresco, Iowa, is repealed and the following adopted in lieu thereof:

92.03 RATES OUTSIDE THE CITY: Water service shall be provided at the following monthly rates, based upon water used and furnished, outside the City limits:

(Code of Iowa, Section 384.84)

1. Effective July 1, 2022:

- A. First 7,000 gallons used per month @ \$11.42 per 1,000 gallons. (Minimum Bill is \$17.13 based on 1,500 gallons.)
- B. Next 60,000 gallons used per month @ \$10.42 per 1,000 gallons.
- C. All over 67,000 gallons used per month @ \$9.54 per 1,000 gallons.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED THIS _____ DAY OF _____, 2022.

Mayor David J. Brenno

ATTEST: _____

City Clerk Michelle Elton

1st Reading 5/16/2022

2nd Reading _____

3rd Reading _____

I certify that the foregoing was published as Ordinance No. 494 on the _____ day of _____, 2022.

City Clerk Michelle Elton

ORDINANCE NO. 495

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE
CITY OF CRESCO, IOWA, BY AMENDING
PROVISIONS PERTAINING TO SEWER SERVICE CHARGES

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

SECTION 1. Chapter 99, Section 02, of the Code of Ordinances of the City of Cresco, Iowa, is repealed and the following adopted in lieu thereof:

99.02 RATES FOR SERVICE. Each customer shall pay a sewer service charge for the use of and for the service supplied by the municipal sanitary sewer system based upon the amount and rate of water consumed. Sewer service shall be furnished at the following monthly rates:
(Code of Iowa, Section 384.84)

1. Effective July 1, 2022:
 - A. \$9.56 per 1,000 gallons within City limits. (Minimum bill is \$14.34 based on 1,500 gallons.)
 - B. \$19.12 per 1,000 gallons outside City limits. (Minimum bill is \$28.67 based on 1,500 gallons.)
 - C. \$8.55 per 1,000 gallons for high volume users that are subject to Industrial Sewer Rental Agreements with the City.
 - D. \$3.50 per month for Capital Improvement fund for the extension and maintenance of the sewer, storm sewer and water lines.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED THIS _____ DAY OF _____, 2022.

Mayor David J. Brenno

ATTEST: _____
City Clerk Michelle Elton

1st Reading 5/16/2022 2nd Reading _____ 3rd Reading _____

I certify that the foregoing was published as Ordinance No. 495 on the ___ day of _____, 2022.

City Clerk Michelle Elton

RESOLUTION NUMBER _____

RESOLUTION APPROVING CONTRACT AND BOND FOR THE PROJECT TO
CONVERT EXISTING TENNIS COURT TO PICKLEBALL FOR
THE CITY OF CRESCO, IOWA

Council Member _____ introduced the following Resolution and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION APPROVING CONTRACT AND BOND FOR THE PROJECT TO
CONVERT EXISTING TENNIS COURT TO PICKLEBALL FOR THE CITY OF
CRESCO, IOWA

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRESCO, IOWA:

That the construction contract and bond executed for the Project to Convert Existing Tennis Court to Pickleball for the City of Cresco, Iowa, as described in the plans and specifications and which have been signed by the Mayor and Clerk on behalf of the City and proof of insurance coverage be and the same are hereby approved as follows:

Contractor Heartland Asphalt, Inc of Mason City, Iowa

Date of Contract: May 17, 2022

Bond Surety: Merchants Bonding Company

Date of Bond: May 17, 2022

PASSED AND APPROVED, this ____ day of _____, 2022.

BY: _____
Mayor David J. Brenno

ATTEST: _____
City Clerk Michelle Elton

CONTRACT

This contract, made as of the 17th day of May 2022, by and between the City of Cresco, IA, hereinafter called the Owner, and Heartland Asphalt, Inc., hereinafter called the Contractor.

WITNESSETH:

That whereas the Owner intends to have constructed Convert Existing Tennis Court to Pickleball hereinafter called the Project, in accordance with the Plans, Specifications, Addenda and other Contract Documents prepared by WHKS & Co., Consulting Engineers and Planners, Rochester, MN.

Now, therefore, the Owner and Contractor for the considerations hereinafter set forth, agree as follows:

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary to perform and complete in an acceptable manner all work required for the construction of the Project, in strict compliance with the Contract Documents.

The Owner agrees to pay, and the Contractor agrees to accept, in full payment for the performance of this contract, the contract amount of: One Hundred Twenty-Eight Thousand Eight Hundred Twenty Six and 70/100 (\$128,826.70) in accordance with the provisions of the Contract Documents.

This Contract and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and the Contractor respectively and his/her partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

IN WITNESS WHEREOF, the parties have made and executed this contract the day and year first written.

Heartland Asphalt, Inc.

Contractor

David Richer V. Pres.

By

Mason City

IA

City

State

City of Cresco

Owner

ATTEST:

By

City Clerk

Cresco

IA

City

State

PERFORMANCE AND MAINTENANCE BOND

KNOWN BY ALL THESE PRESENTS, That we, the undersigned

Heartland Asphalt, Inc.
(Hereinafter called the "Principal")

of 2601 S. Federal Avenue, Mason City, IA 50401

a/an Corporation

duly authorized by the law to do business as a Construction Contractor in the State of Iowa and Merchants Bonding Company (Mutual) Of Des Moines, Iowa (hereinafter called the "Surety") a Corporation duly authorized to do a Surety business under the laws of the State of Iowa, are held and firmly bound unto City of Cresco, IA (hereinafter called the "Obligee,") in the penal sum of One Hundred Twenty Eight Thousand Eight Hundred Twenty Six Dollars and 70/100 Dollars (\$128,826.70) lawful money of the United States, for the payment of which well and truly to be made unto said Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that, whereas on the 17th day of May 2022 the said Principal entered into a written agreement with said Obligee for the construction of Convert Existing Tennis Court to Pickleball as set forth in detail in the Bid Announcement, Proposal, Plans, Specifications, and other related contract documents referred to in said Agreement, all of which are hereby made a part hereof as if written herein at length.

NOW, THEREFORE, if the said Principal shall well and truly perform and complete said project in strict accordance with said agreement, Bid Announcement, Proposal, Plans, Specifications, and related documents shall comply with all the requirements of the Laws of the State of Iowa, shall pay as they become due all just claims for work or requirements performed and materials furnished in connection with said Agreement, and shall defend, indemnify and save harmless said Obligee, against any and all liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind, including patent infringement claims arising out of or in relation to the performance of said work and the provisions of said Agreement, and shall guarantee the work against defects in workmanship and material during the construction and for two (2) years after the time of acceptance of the work, and make good such guarantee; then these presents shall be void; otherwise they shall remain in full force and effect.

This obligation is made for the use of said Obligee and also for use and benefit of all persons who may perform any work or labor or furnish any material in the execution of said Agreement.

The Principal and Sureties on this bond hereby agree to pay to all persons, firms, or corporations having contracts directly with the principal or with subcontractors all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given when the same are not satisfied out of the portion of the contract price which the public corporation retains until completion of the public improvement but the Principal and Sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

1. To the extension of time to the Contractor in which to perform the contract.
2. To any charge in the plans, specifications, or contract, when such change does not involve an increase of more than twenty percent (20%) of the total contract price and shall be released only as to such excess increase.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hereof as of the 17th day of May 2022

(SEAL)



ATTEST:

Jennifer Mobley

Heartland Asphalt, Inc.

Principal

By:

David Rechen

Title:

V. President

(SEAL)

ATTEST:

Stacy Venn
Stacy Venn

Merchants Bonding Company (Mutual)

Surety

By:

Dione R. Young
Dione R. Young, Attorney-in-Fact

PAYMENT BOND

KNOWN BY ALL THESE PRESENTS, That we, the undersigned

Heartland Asphalt, Inc.
(Hereinafter called the "Principal")

of 2601 S. Federal Avenue, Mason City, IA 50401

a/an Corporation

duly authorized by the law to do business as a Construction Contractor in the State of Iowa and Merchants Bonding Company (Mutual) Of Des Moines, Iowa (hereinafter called the "Surety") a Corporation duly authorized to do a Surety business under the laws of the State of Iowa, are held and firmly bound unto City of Cresco, IA (hereinafter called the "Obligee,") in the penal sum of One Hundred Twenty Eight Thousand Eight Hundred Twenty Six Dollars and 70/100 (\$128,826.70) lawful money of the United States, for the payment of which well and truly to be made unto said Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that, whereas on the 17th day of May 2022 the said Principal entered into a written agreement with said Obligee for the construction of Convert Existing Tennis Court to Pickleball as set forth in detail in the Bid Announcement, Proposal, Plans, Specifications, and other related contract documents referred to in said Agreement, all of which are hereby made a part hereof as if written herein at length.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ^{three} ~~five~~ counterparts, each one of which shall be deemed an original, this the 17th day of May 2022.

(SEAL) 

ATTEST: Jennifer Mobley

Heartland Asphalt, Inc.
Principal
By: David Richman
Title: V. President

(SEAL)

ATTEST Stacy Venn
Stacy Venn

Merchants Bonding Company (Mutual)
Surety
By: Dione R. Young
Dione R. Young, Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Anne Crowner; Ashlea McCaughey; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appeby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; Jay D Freiermuth; Jennifer Marhno; Jessica Jean Rini; Joe Tiernan; John Cord; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sarah C Brown; Seth D Rooker; Stacie Christensen; Stacy Venn; Tim McCulloh; Todd Bengford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of February, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 14th day of February, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

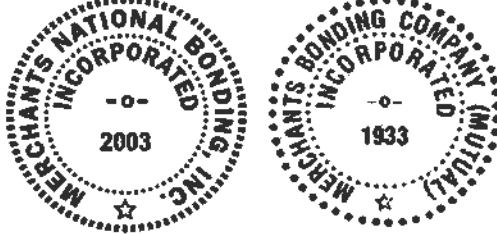


(Expiration of notary's commission does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of May, 2022.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207 INSURED Heartland Asphalt, Inc. 2601 South Federal Mason City, IA 50401	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: FAX (A/C, No): <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: HARTFORD FIRE IN CO</td> <td>19682</td> </tr> <tr> <td>INSURER B: TRAVELERS PROP CAS CO OF AMER</td> <td>25674</td> </tr> <tr> <td>INSURER C: HARTFORD INS CO OF THE MIDWEST</td> <td>37478</td> </tr> <tr> <td>INSURER D: PHILADELPHIA IND INS CO</td> <td>18058</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: HARTFORD FIRE IN CO	19682	INSURER B: TRAVELERS PROP CAS CO OF AMER	25674	INSURER C: HARTFORD INS CO OF THE MIDWEST	37478	INSURER D: PHILADELPHIA IND INS CO	18058	INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER: 65590424** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			910ENOD2060	01/01/22	01/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			910ENOD2061	01/01/22	01/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP88006642	01/01/22	01/01/23	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			91WEOD2059	01/01/22	01/01/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> Excess Liability			PHUB797332	01/01/22	01/01/23	Per Occurrence 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Convert existing tennis court to pickleball
 Additional Insured (CGL): City of Cresco, Owner, and Architect on a primary and noncontributory basis per written contract or agreement
 Waiver of Subrogation (CGL, Auto, MC)
 30 Day Notice of Cancellation Applies

CERTIFICATE HOLDER City of Cresco 130 N Park Rd Cresco, IA 52136 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO
A PROFESSIONAL SERVICES AGREEMENT WITH WHKS & CO. FOR THE
DOWNTOWN CROSSWALK RECONSTRUCTION PROJECT

The City Council of the City of Cresco met in regular session on June 6, 2022 at 5:30 P.M. Council Member _____ moved the adoption of the foregoing Resolution Authorizing the Mayor to enter into a PROFESSIONAL SERVICES AGREEMENT with WHKS & Co. for professional services relating to the project described as the Downtown Crosswalk Reconstruction Project. Council Member _____ seconded said motion. A roll call vote was requested by the Mayor and said roll call vote resulted as follows:

Ayes: _____
Nays: _____
Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the agreement dated _____, between the City of Cresco and WHKS & Co. is approved and that the Mayor is authorized to execute the agreement on behalf of the City of Cresco.

PASSED AND APPROVED THIS 6TH DAY OF JUNE, 2022.

BY: _____
Mayor David J. Brenno

ATTEST: _____
City Clerk Michelle Elton



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Cresco** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **Downtown Crosswalk Reconstruction Project**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Design, bid, and construction phase engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Items 1-4 – Billed Hourly with an Estimated Fee of \$14,000 including expenses.

Expenses billed at actual cost and mileage at the current published IRS rate per mile. External expenses include an administrative charge of 10 percent.

Executed this _____ day of _____, 2022

City of Cresco

WHKS & CO.

By: _____

By: _____

Printed Name: _____

Printed Name: William Angerman

Title: _____

Title: Exec. Vice President, COO



Exhibit A to Professional Services Agreement

A. Project Description

The project consists of the preparation of feasibility study and assessment hearing #1 for a project to reconstruct the downtown sidewalks and crosswalks along Elm Street between 1st Avenue West and 3rd Avenue West. The Roadway pavement will be left in place and sawcut approximately two feet in front of the existing curb. All curb and sidewalk between this point and the building faces (not including alcoves) will be reconstructed with concrete pavement. The existing colored crosswalks along the corridor will be removed and replaced with non-colored concrete. Any existing sanitary sewer manholes, water system valves, hydrants, and curb stop boxes will be adjusted to the new finished grade. The storm sewer system will be evaluated, and additional intakes may be added if necessary. The project will reference Iowa DOT standard specifications and SUDAS Standards.

B. Scope of Services Provided Under This Agreement:

1. Project Management and Meetings

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Hold kick-off meeting with Client to discuss the project and review the scope.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.

2. Site Visit and Research of Existing Conditions

- Collect, obtain and review relevant information from the Client.
- Meet with all businesses along the project corridor to identify any existing coal chutes or vaults along the building face that would be affected by the sidewalk reconstruction.

3. Feasibility Study

- Prepare a feasibility study for the Downtown Crosswalk Reconstruction Project. The report will include the following:
 - i. Summary of existing conditions
 - ii. Recommendations of street structure and cross sections, sidewalk design, required permits, and anticipated schedule.
 - iii. An Engineer's Opinion of Probable Construction Costs
- Provide two (2) bound copies of the report.

4. Assessment Assistance

- Assist with preparation of the assessment documents and assist with conducting the first assessment hearing.
- Conduct public hearing #1 with affected property owners.

C. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Preliminary and Final Design
2. Construction Services
3. Land surveying and platting
4. Easement research, plats or descriptions
5. Negotiation for easements or land acquisition
6. Permitting
7. Funding assistance, including grant and/or loan applications
8. Attendance at additional meetings (other than those listed above)

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Iowa will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS 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 and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. 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.

24. Severability and Survival

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.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR SERVICES WITH TWIN RIVERS ENGINEERING CONSULTANTS, INC FOR CITY BUILDING HVAC DOCUMENTATION

WHEREAS, the City of Cresco requests an inventory and documentation of existing HVAC equipment at eight City buildings; and

WHEREAS, Twin Rivers Engineering Consultants, Inc proposes to evaluate and document existing equipment manufacturer, capacity, rated efficiency and date of manufacture; and

WHEREAS, they will document the general condition assessment of equipment based on visual observation, provide industry average expected useful life, and recommended routine maintenance for equipment.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized and directed to sign the Agreement for Services with Twin Rivers Engineering Consultants, Inc in Des Moines, Iowa.

Council Person _____ moved the adoption of the foregoing Resolution and Council Person _____ seconded said Motion. Following discussion, a roll call vote was requested by Mayor and said roll call resulted as follows:

Ayes: _____
Nays: _____
Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the Agreement for Services between the City of Cresco and Twin Rivers Engineering Consultants, Inc is approved and that the Mayor is authorized to execute the agreement on behalf of the City of Cresco.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

BY: _____
Mayor David J. Brenno

ATTEST: _____
City Clerk Michelle Elton

Agreement for Services

Date: May 23, 2022

Client: City of Cresco
130 North Park Place
Cresco, Iowa 52136
Project: City Building HVAC Documentation
Cresco, Iowa

Consultant:
Twin Rivers Engineering Consultants, Inc
1000 Illinois Street
Des Moines, IA 50314

Scope of Basic Services

- Mechanical Engineering design services for documenting the existing HVAC equipment at eight identified city buildings in Cresco, Iowa. The buildings included in the study are as follows (equipment types and quantities are approximate):
 - City Hall (3 furnaces, 3 air cooled condensing units, 1 water heater)
 - Library (4 furnaces, 4 air cooled condensing units, 1 water heater)
 - Fire Station #1 (2 furnaces, 2 air cooled condensing units, infloor heat boiler, 1 water heater)
 - Fire Station #2 (2 furnaces, 2 air cooled condensing units, 1 water heater)
 - Street Shop (miscellaneous equipment)
 - Theater (9 furnaces, 9 air cooled condensing units, 1 mini-split air conditioner, 2 packaged roof top units, 3 water heaters)
 - Kessel Lodge (1 air conditioning unit, 1 water heater)
 - Wastewater Office (1 furnace, 1 air cooled condensing unit)
- Documentation and evaluation phase services including:
 - Visit the project site to document existing equipment manufacturer, capacity, rated efficiency and date of manufacturer. City staff will assist with locating of equipment in each building.
 - Provide general condition assessment of equipment based on visual observation
 - Provide industry average expected useful life for each piece of equipment to assist with scheduled equipment replacements.
 - Provide manufacturer's routine maintenance recommendations for equipment

Compensation for Basic Services

The Consultant will be compensated for the Basic Services on a lump sum fixed fee of six thousand four hundred dollars (\$6,400.00) plus reimbursable expenses.

Supplementary Additional Services will be provided upon written request on an hourly basis at the applicable hourly rates or as otherwise agreed upon.

Reimbursable Expenses

Reimbursable expenses will be billed at 1.10 times the cost to Twin Rivers Engineering. These expenses include but are not limited to the following:

- Expense of transportation in connection with the project at the current IRS rate per mile for auto; lodging and per diem expenses in connection with out-of-town travel; postage and express delivery.
- Expense of reproduction including CD ROMs, mylar sepias, photographs, specifications and other documents, excluding reproductions for Twin Rivers Engineering office use.
- Expense of models, renderings, or computer-generated visualizations/animations, beyond those agreed to as a part of the scope of work.
- Expense of construction document sets for distribution to the client, contractors, engineers, and code officials.
- Fees paid for authorities of jurisdiction plan reviews.
- Expense of professional liability insurance dedicated exclusively to this project or the expense of additional insurance coverage or limits if the Owner/Client requests such insurance in excess of that normally carried by the Consultant.
- Expense of software or equipment in excess of that normally used by the Consultant dedicated exclusively to this project if the Owner/Client requests such software or equipment to be utilized.
- Expenses for Individual and Business registrations in states other than Iowa.

Outside Consultants

When professional consultants outside the Twin Rivers Engineering staff are required, their services will be billed to the client at 1.15 times the amount billed to Twin Rivers Engineering.

Supplementary Additional Services

- Services and/or consultation not specified and/or in excess of those indicated in the Scope of Basic Services.
- Meetings, conferences, and site visits in excess of those included within Basic Services.
- Construction document phase services including:
 - Visit the project site to review existing conditions
 - Prepare preliminary design solutions and meet with the Architect/Owner to review the preliminary design solutions and discuss options
 - Prepare construction drawings and specifications
 - Meet with the Architect/Owner to review final construction documents
- Bidding phase services including:
 - Attend a pre-bid meeting
 - Attend the bid opening
 - Responses to bidder's questions
 - Prepare addenda
 - Review requests for product substitutions
 - Assist in the review of Mechanical/Electrical portion of bids
- Contract administration services including:
 - Attend a pre-construction meeting
 - Shop drawing review
 - Responses to Contractor RFI's
 - Prepare RFP's and ASI's
 - Review MEP change order requests
 - Payment application review of MEP portion of project
 - Attend monthly project construction progress meetings
 - Visit the project site monthly and prepare a written and pictorial site observation report for each site visit
 - Attend a final project review at substantial completion and prepare a punch list
- Prepare opinion of probable cost for Mechanical/Electrical construction.
- Mechanical/Electrical system Life Cycle Cost Analysis
- Energy Code Review
- Site lighting photometric plan for submission to AHJ
- Electronically updated As-Bid Drawings, Record Drawings or As-Built Drawings
- USGBC LEED documentation and submission
- Utility Energy Efficient Construction Program
- Mechanical/Electrical System Commissioning
- Extensive project observation or fulltime project representation
- Design for mechanical and electrical systems.

Client's Responsibility

- The Client shall make available to the Consultant full information on the Client's intent with regard to the project requirements.
- The Client will keep the Consultant advised of any changes to the project requirements that may affect the Consultant's work.
- The Client will make available to the Consultant plans, layouts, drawings, reports, etc. of existing building conditions.
- The Client will make arrangements, submit and pay for required Advertisements for Bids.
- The Client shall provide a site survey with all private and public utilities identified.
- The Client will make arrangements and pay for the production of construction document sets for distribution to the client, contractors, engineers, and code officials.
- The Client will submit construction documents and pay for code official review fees.
- The Client will provide the Consultant with one hard copy of the final construction documents.

City of Cresco Building HVAC Documentation and Evaluation

May 23, 2022

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Other Conditions

Ownership of Instruments of Service. All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Consultant, as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

ADA. The Consultant does not warrant this project to be in compliance with the Americans with Disabilities Act (ADA) of 1990 as published in the Federal Register, June 1990. The ADA is a civil rights act and is subject to legal interpretation through the judicial process. The Consultant has exercised reasonable care in interpreting the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) issued by the federal Access Board, but cannot anticipate the interpretation resulting from the judicial process.

Limitation of Liability. Neither the Consultant, the Consultant's sub consultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation paid pursuant to this Agreement by reason of any act or omission including breach of contract or negligence not amounting to a willful or intentional wrong.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such defect. The Client further agrees to impose a similar notification requirement on all contractors in the Owner/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Mediation. In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

Definition of "Hazardous Materials." As used in this Agreement, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Hazardous Materials - Suspension of Services. Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

Hazardous Materials Indemnity. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees and consultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action except for the sole negligence or willful misconduct of the Consultant.

Waiver of Claims for Hazardous Materials. In Consideration of the substantial risks to the Consultant in rendering its services in connection with the project due to the presence or suspected presence of hazardous materials at or near the jobsite, the Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause or causes of action of any kind, including but not limited to negligence, breach of contract or warranty, either express or implied, strict liability or any other causes, against the Consultant, its officers, directors, partners, employees or sub consultants (collectively, Consultant), which may arise out of or may in any way be connected to the presence of such hazardous materials. The Client acknowledges that the Consultant is not and shall not be required to be in any way an "arranger," "generator," "operator," or "transporter" of hazardous materials present at or near the project site, as these terms are defined in applicable federal or state statutes.

City of Cresco Building HVAC Documentation and Evaluation

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Jobsite Safety. Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and sub consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's sub consultants shall be indemnified by the General Contractor and shall be made additional insured's under the General Contractor's policies of general liability insurance.

Construction Observation. The Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on this general observation, the Consultant shall keep the Client informed about the progress of the work and shall advise the Client about observed deficiencies in the work.

The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the Contractor in accordance with the contract documents.

The Consultant shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the work or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

Shop Drawing Review. The Consultant shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the construction 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. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the construction documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

Estimates of Probable Construction Cost. In providing estimates of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost.

Betterment. If, due to the Consultant's negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Terms

The terms and conditions set forth in this Agreement shall be in effect for a period not to exceed six (6) calendar months from the date of acceptance. In the event that terms and conditions of this Agreement have not been completed in that time, the terms of this Agreement shall become negotiable by both parties.

The parties agree that there shall be no assignment of this contract unless mutually agreed upon in writing.

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. The Consultant shall be due compensation and reimbursable expenses up to date of notification of termination. The laws of the State of Iowa shall govern this Agreement.

Payment

Payments shall be made to Twin Rivers Engineering. Payments shall not be withheld, postponed or made contingent on the construction completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.

Accounts for which full payment is not received within 30 days of invoice date shall be assessed a service charge and additional charges every 30 days thereafter at 18% APR, until remitted in full.

Please let me know if you wish additional information or clarification of our proposal. If you are in agreement with and wish to authorize us to proceed with the project as delineated herein, please return one signed copy to our office.

We sincerely appreciate your consideration of our firm. We look forward to helping you with this challenging and important project.

ACCEPTANCE SIGNATURES

Twin Rivers Engineering Consultants, Inc.

City of Cresco



Signature

Signature

David J. Losen, P.E.

Name

Name

Principal

Title

Title

5/23/22

Date

Date

RESOLUTION NUMBER _____

RESOLUTION APPROVING CHANGE ORDER FOR THE RUNWAY DRAINAGE IMPROVEMENTS PROJECT FOR THE CRESCO MUNICIPAL AIRPORT

The City Council of the City of Cresco met in regular session on June 6, 2022 at 5:30 P.M. Council Members _____ were present. Council Members _____ were absent.

Council Member _____ moved the adoption of the foregoing Resolution Approving CHANGE ORDER NO. 1 of a negative \$10,230 for 6" Flex Dual Wall Tile, Less Cleanouts, and Avoiding Wires for Lights with MEHMERT TILING, INC for the project described as the Runway Drainage Improvements Project. Council Member _____ seconded said motion. A roll call vote was requested by the Mayor and said roll call vote resulted as follows:

Ayes: _____

Nays: _____

Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the Change Order No. 1 for a negative \$10,230 between the City of Cresco and Mehmert Tiling, Inc. is approved and that the Mayor is authorized to execute the order on behalf of the City of Cresco.

PASSED AND APPROVED THIS 6TH DAY OF JUNE, 2022.

BY: _____
Mayor David J. Brenno

ATTEST: _____
City Clerk Michelle Elton

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE OFFER
OF EMPLOYMENT FOR THE DEPUTY CLERK POSITION
IN-TRAINING FOR THE CITY CLERK POSITION

WHEREAS, the Cresco City Council voted to hire Sharon Bordwell to fill the Deputy Clerk position effective June 6, 2022; and

WHEREAS, this position will be for Deputy Clerk and will job-shadow and learn the duties required for the City Clerk position; and

WHEREAS, this position will be part-time eligible only for IPERS; and

WHEREAS, approximately September 6, 2022 the Council and Ms. Bordwell shall evaluate the performance and expectations and may negotiate a full-time position covered under the City of Cresco Employee Handbook (last revised July 2022).

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized and directed to sign the Offer of Employment for the Deputy Clerk Position with Sharon Bordwell.

Council Person _____ moved the adoption of the foregoing Resolution Authorizing the Mayor to sign the Offer of Employment with Sharon Bordwell. Council Person _____ seconded said motion. A roll call vote was requested by the Mayor and said roll call vote resulted as follows:

Ayes: _____

Nays: _____

Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the Offer of Employment dated June 6, 2022 between the City of Cresco and Sharon Bordwell is approved and that the Mayor and City Clerk are authorized to execute the agreement on behalf of the City of Cresco.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

BY: _____
Mayor David J. Brenno

ATTEST: _____
City Clerk Michelle Elton