Table 1

Engineer's Opinion of Probable Construction Costs

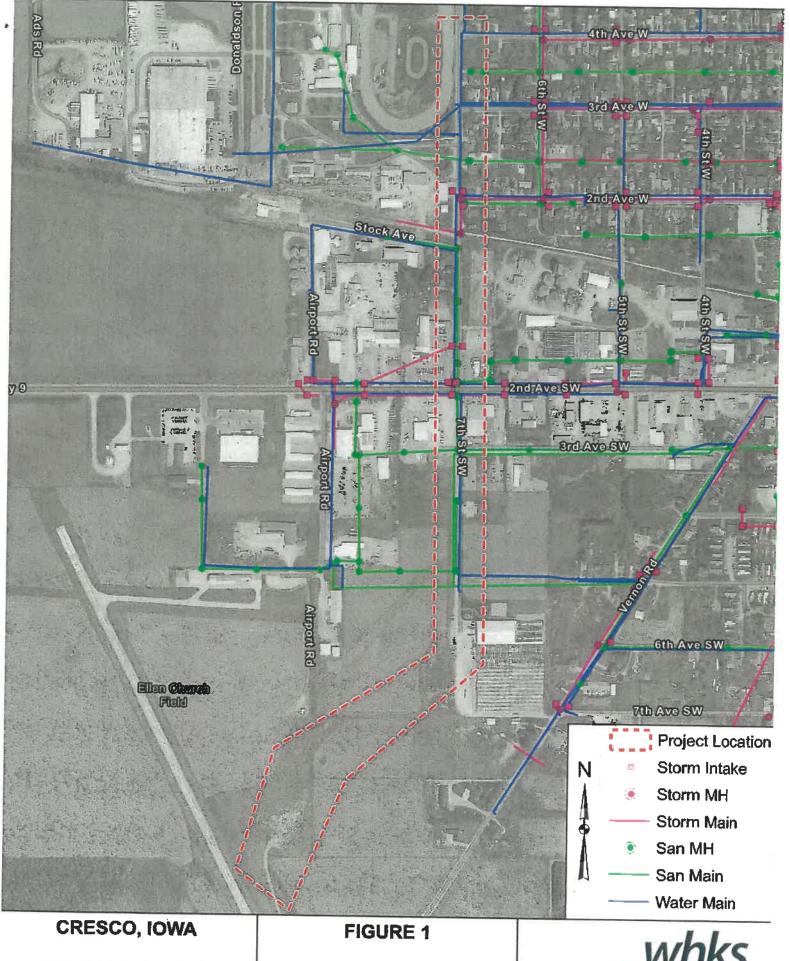
?th Street West Reconstruction from Highway 9 to 4th Avenue West with alternate option to split project at 2nd Avenue West
Cresco, M.

						Octo	October 24, 2022								
	Unit of	Ę.	HWY 9 to 4th Ave.	4th Ave.	HWY 9 to	HWY 9 to 2nd Ave	2nd Av	2nd Ave to 4th Ave	Assess	HWY 91	HMY 9 to 4th Ave.	HWY 9 D	HWY 9 to 2nd Ave	to 1	th Ave
Line from Description	Measure	Price	Quantities Total Amount	otal Amount	Overtitles	Total Amount	Quantities	Total Amount	Z.	Quantities	Amount	Quantities	Amount	Quantities	Amount
1 Mobilization		\$ 100,000	1,0 \$	100,000	\$ 7.0	000'02	0.3	\$ 30,000	80.00%	0.50	25,000	0.35 \$	17,500	0.15 \$	7,500
<ol><li>Removal of Concrete Pavement</li></ol>	S.	8	7,360.0 \$	66,150	3,800.0 \$	34,200	3,550.0	\$ 31,950	50.00%	7,350 \$	33,075	3,800 \$	17,100	3,660 \$	15,975
3 Removal of Concrete Pavement - Intersection	. S∀	6	2,600.0	23,400	1,825.0 \$	18,425	775.0	\$ 6,975		The state of	1				
4 Removal of HMA Payement	સ	10	470.0 \$	2,350	470.0 \$	2,350	0.0	1	\$0.00%	470 \$	1,175	470 \$	1,175	•	
5 Removal of HMA Pavement - Intersection	S	<b>10</b>	230.0 \$	1,150	140.0 \$	2007	90.0	\$ 450					1		
6 Removal of Driveway Pavement	S.	6	1,000.0 \$	8,000	\$ 0.098	5,040	440.0	\$ 3,960	\$0.00%	1,000 \$	4,500	\$ 099	2,520	440 \$	1,980
7 Removal of Concrete Sidewalk - Intersection	λS	<b>6</b>	40:0	360	40.0	380	0.0	-					1		
8 Remove Sanitary Sewer	5	2	1,050.0 \$	2,100	\$30.0 \$	1,860	120.0	\$ 240			,				
9 Remove Watermain	5	g S	2,450.0 \$	12,250	1,350.0 \$	6,750	1,100.0	\$ 5,500							7. 14
10 Remove Storm Sewer	5	40	\$ 0.008	9,000	8 0'006	000'6	8						1		
11 Remove Manhole/Intake	EACH	009	14.0 \$	2,000	14.0 \$	7,000	0.0	-		10000					
12 Excavation		10	1,900.0 \$	19,000	1,010.0 \$	10,100	690.0	\$ 8,900	20,00%	1,900 \$	8,500	1,010 \$	5.050	\$ 068	4,450
13 Excavation Intersections	÷	0.	\$ 0,008	8,000	\$ 0.075	5,700	230.0	\$ 2,300					100		
14 Rock Excavation	₹	89	\$ 0.099	33,000	310.0 \$	18,600	240.0	14,400			1197		-		
15 Aggregate Base (10")	 ئ	30	1,900.0 \$	57,000	1,010.0 \$	30,300	8000	\$ 26,700	\$0.00%	\$ 008,1	28,500	1,010 \$	15,150	\$ 088	13,380
16 Aggregate Base Intersection (10°)	:	88	\$ 0.008	24,000	\$ 0.076	17,100	230.0 9	008'9							,
17 Aggregate Surfacing 6"	ິ ວ	8	\$ 0.08	2,400	70.0 \$	2,100	10.0 \$	300	\$0.00%	8	1,200	20 %	1,050	10 \$	150
18 Subgrade Correction	ភ	\$	1,150.0 \$	46,000	\$ 0,029	24,800	630.0	\$ 21,200	20:00%	1,150 \$	23,000	620 \$	12,400	\$ 069	10,600
19 Subgrade Correction Intersection	Շ	<b>\$</b>	450.0 \$	18,000	310,0 \$	12,400	140.0	009'9							(1)
20 HMA Pavement (4")	TON TON	150	180.0 \$	27,000	180.0 \$	27,000	0.0	-	50.00%	180 \$	13,500	180 \$	13,500	**	
21 HMA Pavement (4") - Intersection	NOT.	28	40.0	6,000	20.0 \$	3,000	20.0	3,000					,		3
22 6" Concrete Street Pavement	λs	88	\$0000	88,000	800.0	68,000	000	-	\$0.00%	\$ 008	34,000	\$ 008	34,000	•	-
23 6" Concrete Street Pavement	S.	88	6,500.0 \$	422,500	3,500.0 \$	227,500	3,000.0 \$	195,000	\$0.00%	\$ 009'9	211,250	3,500 \$	113,750	3,000 \$	97,500
24 6" Concrete Street Pewement Intersection	SY.	\$	1,725.0 \$	112,125	1,006.0 \$	66,326	720.0	48,800			1.				*
25 8" Concrete Driveway Pavement	₹.	\$	1,250.0 \$	81,250	200.0	45,500	650:0 \$	\$ 36,750	\$0.00%	1,250 \$	40,625	\$ 002	22,750	\$ 099	17,675
28 4" Sidewalk	S.	œ •	180.0 \$	1,440	180.0 \$	1,440	0.0						i i		•
27 6" Ped Ramps	S.	우	180.0 \$	1,800	180.0 \$	1,600	0.0								
28 Truncated Domes	); };	8	40'0 \$	2,000	40.0 \$	2,000	0.0								
29 4" PVC Sanifiary Service	<u>~</u>	<b>₹</b>	200.0 \$	9,000	200.0 \$	8,000	0.0								
30 8" PVC Sanitary Sewer	<b>"</b>	8	1,050.0 \$	52,500	\$30.0 \$	46,500	120.0 \$	000'9							
31 Sanitary Manhole	Each \$	\$ 5,000	6.0 \$	30,000	8.0 \$	30,000	0.0						1000		10
32 6" PVC Wetermain	# #	\$ 48	\$0.0	2,250	30.0 \$	1,350	20.0 \$	006							
33 8" PVC Watermain	<u>"</u>	900	2,450.0 \$	122,500	1,390.0 \$	69,500	1,080.0 \$	53,000					(6)		100
34 10" PVC Watermein	<b>*</b>	92 \$	10.0 \$	750	0.0	A	10.0 \$	750							•
35 34" Watermain Service	Each	\$ 2,500	13.0 \$	32,500	4.0 \$	10,000	8.0.8	22,500							
36 2" Watermain Service	Each	4.500	2.0 \$	000'6	2.0 \$	8,000	\$ 0.0						*		
37 Watermain Fittings	Pound \$	10	1,500.0 \$	15,000	1,000.0 \$	10,000	\$ 0.008	2,000			7		10		
38 6" Gette Valve & Box	Each \$	2,500	\$ 0.9	12,500	3.0.8	7,500	2.0 \$	9,000							
39 8" Galle Valve & Box	Each \$	3,250	15.0 \$	48,750	11.0 \$		40.4	13,000			No. of Lot		150		The same

			HWY 9 to 4th Ave.	HWY 9 to 2nd	Ave	2nd Ave	2nd Ave to 4th Ave		HWY 9	HWY 9 to 4th Ave.	HWY 9 t	HWY 9 to 2nd Ave	2nd Ave to 4th Ave	th Ave
Line Item Description	Unit of	₹ 5 <u>£</u>	Approx. Quantities Total Amount	Approx. Ousertities Total Amount	and the same	Approx.	Total Amount	Assess.	Assess.	Assessable	Assess, Outstilles	Assessable	Acress.	Assessable
40 Hotrart	Fart	4 500	40 4 22 500	304	43.600	1	0000			-	eanning a	TIMOUNT IN	Accellances	AUTIOUIR
				I			nate					•		-
41 Storm Sawer Pipe 15" RCP	5	8	200.0 \$ 10,000	I	5,250	82.0 \$	4,750					*		9
42 Storm Sewer Pipe 18" RCP	5	\$	800,0 \$ 52,000	370.0 \$	24,050	430.0 \$	27,950		W. B	7. T. T. T.				
43 Storm Sewer Pipe 36" RCP"	<b>"</b>	140	800.0 \$ 112,000		912,000	\$ 0.0						18		
44 Storm Sewer Pipe 48" RCP**	5	\$ 200	1,300.0 \$ 260,000		280,000	0.0	10000			R.P.				
45 Storm Sewer Apron 48" RCP**	Each	\$ 5,000	1.0 \$ 5,000	<b>*</b>	2,000	\$ 0.0	-							is it
46 Storm Intake Intake	Each	\$ 3,500	20.0 \$ 70,000		52,500	5.0 \$	17,500			•				
47 Storm Server Manhole 60"	Each	\$ 5,500	4.0 \$ 22,000	40 \$	22,000	\$ 00								
48 Storm Sewer Membols 72"	Estoh	\$ 6,500	2.0 \$ 13,000		13,000	0.0	1			The state of the s		1		
49 Storm Sewer Manhole 64"	Each	\$ 7,500	2.0 \$ 15,000		15,000	0.0	•			٠				
50 Pond Outlet Structure	Each	10,000	1.0 \$ 10,000	47	10,000	\$ 0.0	1							
51 Connect to Existing Storm Seven	Each	1,000	1,0 \$ 1,000	1.0 \$	1,000	1.0 \$	1,000							
52 Erosion Control	ST	\$ 20,000	1.0 \$ 20,000	1.0 \$	20,000	\$ 000	-	80.003	0.50	9.000	0.50	2,000	1	•
53 Traffic Control	şı	\$ 10,000	1.0 \$ 10,000	47	2,000	0.3 \$	3,000	50.00%	0.50	2.800	0.35	1,780	0.15 \$	750
54 Topsoil Borrow	Շ	\$3	50.0 \$ 1,280	*	1,250	0.0		50,00%	\$ 09	625	\$ 00	959		
55 Sod	λ	∞   •••	6,500.0 \$ 52,000	3,150.0 \$	25,200	3,350.0 \$	26,800	900.09	\$ 005'9	26,000	3,150 \$	12.600	3,350 \$	13.400
56 Turf Restoration	Acre	8,000	5.0 \$ 40,000	-	40,000	\$ 000	1			1		1		
57 Pond Construction	ខ្ម	\$ 210,000	1,0 \$ 210,000		210,000	0.0								6.5
58 Seel Shukhole	മ	\$ 70,000	1.0 \$ 70,000	1.0 \$	20,000	0.0	1							
59 Remove & Reinstall Existing Signs	EACH	\$ 200	20.0 \$ 4,000	*	2,800	\$ 0.9	1,200	\$0.00%	\$ 82	2,000	14 \$	1,400	60	900
60 Remove & Reconstruct 6" Street Pavament	ξ¥	\$	**	\$ 0.0		250.0 \$	21,250	50.00%	-				250 \$	10,625
		Contra	Contruction Subtotal \$ 2,496,775	\$ 1.8	1,854,500		064,525		49	461,450	•	277.320		194 755
			Contingencies \$ 250,000	**	185,000	**	66,000		•	46,000	**	28,000	**	19 000
			Legal Fees \$ 10,400	•	5,200	*	5,200		49	1,000	**	1.000		1000
			Engineering \$ 320,000	**	230,000		80,000		49	59,000	40	35,000		24,000
			Total \$ 3,077,176	\$ 2,27	2,274,700	*	825,725	Total	Total Assessable \$	567,450.00	-17	341,320.00	5	238,735.00
					ı			Total Non	Total Non-Assessable 5		55	\$ 1,933,390.00	*	\$ 586,970.00

\*Approximately \$25,000 of construction rework would be required if the proeict is spill at 2nd Avenue and constructed at a later time. This cost opinion does not take into construction costs. Using a 5% inflation rate time. This cost is such as project bounding, legal tees, and engineering would also need to be performed twice if a portion of the project was deleyed. An additional \$85,000 in estimated soft costs would be incured. The total incursed. The total incursed. The project of 5 years is approximately \$265,000. This cost is not shown above.

<sup>\*\*</sup> Reducing the storm sever cules pipe from 48" to 36" would save approximately \$100,000. The current 46" outlet configuration conveys the 25 year event with extra capacity available. The 35" outlet configuration would be at its maximum capacity during the 10 year event.



**7TH STREET WEST** RECONSTRUCTION

**EXISTING UTILITES IN PROJECT AREA** 

engineers + planners + land surveyors

## RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN ENGAGEMENT AGREEMENT WITH ALHERS & COONEY, P.C. REGARDING THE 7<sup>TH</sup> STREET WEST RECONSTRUCTION SPECIAL ASSESSMENT PROJECT

WHEREAS, the City of Cresco requests services to be rendered by Ahlers & Cooney, P.C. in representing the City of Cresco in connection with the 7<sup>th</sup> Street West Reconstruction Special Assessment Project.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized and directed to sign the Engagement Agreement with Ahlers & Cooney, P.C. in Des Moines, Iowa.

Macabation and Cassacil Dance.	moved the add	
Following discussion, a roll call vote was follows:	requested by Mayor and	conded said Motion. said roll call resulted as
Ayes:		
Nays:		,
Absent:		
Thereupon, the Mayor declinate that the Engagement Agreement between the professional services relating to the project Special Assessment Project is approved an agreement on behalf of the City of Cresco.	the City of Cresco and Al t described as the <u>7th Str</u> nd that the Mayor is autho	nlers & Cooney, P.C. for
PASSED AND APPROVED THIS	DAY OF	, 2022.
BY:	ATTEST:	
Mayor David J. Brenno	1	City Clerk Michelle Elton



Ahlers & Cooney, P.C. Attorneys at Law

100 Court Avenue, Sulte 600 Des Moines, Iowa 50309-2231 Phone: 515-243-7611 Fax: 515-243-2149 www.ahlerslaw.com Kristine Stone 515.246.0314 kstone@ahlerslaw.com

November 3, 2022

#### VIA EMAIL AND U.S. MAIL

Honorable Mayor and Members of the City Council City of Cresco 130 North Park Place Cresco, Iowa 52136-1594

> RE: 7th Street West Reconstruction Special Assessment

Dear Mayor and Members of the City Council:

The purpose of this Engagement Agreement ("Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. in representing the City of Cresco (the "City") in connection with the above-referenced special assessment project.

I understand the City intends to replace street, water, sanitary sewer, storm sewer and other public improvements, and assess certain costs associated with the project to the properties that are specially benefitted by the improvements.

#### SCOPE OF ENGAGEMENT

We will perform the following services:

- 1. Review the engineer's preliminary plat and schedule of assessments for compliance with Iowa law;
- 2. Prepare letters of instructions throughout the special assessment process;
- Answer questions and advise City staff and Council throughout the special assessment process;

- 4. Prepare proceedings and documents for initiation of the special assessment project, including:
  - a. Notice of Meeting and partial agenda covering matters below under the open meetings law.
  - b. Proceedings to be acted upon by the City Council in order to commence formal action, including the following:
    - i. Preliminary resolution for construction of street improvements,
    - ii. Resolution fixing value of lots,
    - iii. Resolution adopting preliminary plat and schedule and estimate of costs,
    - iv. Resolution of necessity, and
    - v. Notice of hearing on resolution of necessity
  - c. Certificates to evidence:
    - i. Publication of the Notice to Property Owners.
    - ii. Mailing of the Notice to Property Owners.
- 5. Prepare proceedings for the hearing on the Resolution of Necessity, including the public meeting notice and separate instructions for its use;
- 6. Prepare resolution ordering bids, approving plans, specifications and form of contract and notice to bidders, fixing amount of bid security, and ordering the Clerk to publish notice and fixing a date for receiving same, and for a public hearing on plans, specifications, form of contract and estimate of costs;
- 7. Prepare Certificate for filing of assessment schedule and resolution of necessity with the County Treasurer after adoption of the Resolution of Necessity;
- 8. Prepare Certificate with respect to agricultural deferment (if applicable);
- 9. Prepare proceedings to cover the hearing on the plans, specifications and form of contract for the public improvements;
- 10. Review the Engineer's proposed final assessment plat and schedule for compliance with Iowa law;

- 11. Prepare proceedings for the final phase of the special assessment project, including:
  - a. Resolution accepting work;
  - b. Resolution ordering preparation of final plat and schedule of assessments;
  - c. Resolution adopting and levying final schedule of assessments;
  - d. Certificate of levy of assessments to be filed by the Clerk with the County Treasurer;
  - e. Notice of filing final Plat and Schedule of Assessments to be published and mailed to each property owner;
  - f. Certificate regarding publication of notice;
  - g. Certificate regarding mailing of notice;
  - h. Special Assessment Collection Statement; and
  - i. Mailing instructions.

Our duties <u>under this particular engagement</u> are limited to those expressly set forth above. Absent a separate engagement agreement regarding one or more of the following services, our duties under this Agreement do not include:

- 1. Defending any legal challenges to the special assessment;
- 2. Reviewing, revising, or negotiating the City's contract with its architect or engineer;
- 3. Reviewing and revising the terms and conditions of the City's contract for construction of the public improvements; and
- 4. Any bond (finance) related services.

#### ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this Agreement, the City will be our client and an attorney-client relationship will exist between us for the above referenced special assessment project. Our services are limited to those contracted for in this letter and the City's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the City and the attorney-client relationship established by this Agreement will be concluded upon payment of our final invoice.

#### FEES

We will charge a flat fee for services rendered under this Agreement. Our fee should not exceed \$10,400. If we determine that an adjustment of our fee is necessary, we will advise you. Such adjustment might be necessary in the event that (a) either the Project Engineer or City staff fails to comply with the requirements of Iowa Code Chapter 384; (b) there is insufficient cooperation and coordination from the project engineer; and / or (c) unusual or unforeseen circumstances arise which require a significant increase in the services rendered, such as personal attendance at meetings, significant travel, or unexpected revision of the above referenced documents. Typically, personal attendance at Council meetings is not necessary in order to provide the services outlined above. We will, however, attend Council meetings in the event that circumstances require.

In addition to the flat fee quoted above, we will bill the City for all expenses incurred on its behalf, such as travel cost reimbursement, photocopying, deliveries and other related expenses. We estimate that such charges will not exceed \$500. We will contact you prior to incurring expenses that exceed that amount.

Our statement for services and expenses will be sent after publication of the second notice of filing of the Final Plat and Schedule of Assessments. Payment is due and payable within thirty (30) days of receipt of the invoice.

If, for any reason, the City terminates the engagement governed by this Agreement before the special assessment is levied or, if the project is cancelled, we will bill the City for the services rendered as of the date of termination based on the hourly rates of those who provided services. The fees charged by the Firm for this representation will be based on the current hourly rate of the person performing the service at the time services are performed. We will also bill you for all expenses we have incurred as outlined above. My hourly rate for 2022 is \$260. Services performed on your behalf by legal assistants will be billed at \$125 per hour. The Firm's billing rates are reviewed, and sometimes revised, annually in January. Accordingly, these rates are subject to change in January of each year.

#### RECORDS

At the City's request, any documents furnished by the City will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the above referenced project will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this engagement.

#### APPROVAL

Please carefully review the terms and conditions of this Agreement. If this Agreement accurately reflects the terms of this particular engagement, please obtain approval by your governing body, and execute, date and return to me the enclosed copy of this Agreement. Please retain the original for your file.

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact me. We appreciate the opportunity to represent the City of Cresco and we look forward to working with you on this matter.

Sincerely,

AHLERS & COONEY, P.C.

By /s/ Kristine Stone

Kristine Stone

Accepted and approved on behalf of the Cir	ty Council*
By: Title: Mayor	Dated:
*Authorized by Roll Call	approved on,

02105927-1\10349-104

	T		g Resolution entitled
"PRELIMINARY RES	SOLUTION FOR THE	CONSTRUCTION OF	STREET. WATER.
SANITARY SEWER,	STORM SEWER AND	OTHER PUBLIC IMPRO	VEMENTS IN THE
CITY OF CRESCO,	STATE OF IOWA", a	and moved its adoption	. Council Member
	_seconded the motion to	adopt. The roll was called	l, and the vote was:
AYES:			
			_
314 770			
NAYS:			

Council Manchen

Whereupon, the Mayor declared the Resolution duly adopted as follows:

PRELIMINARY RESOLUTION FOR THE CONSTRUCTION OF STREET, WATER, SANITARY SEWER, STORM SEWER AND OTHER PUBLIC IMPROVEMENTS IN THE CITY OF CRESCO, STATE OF IOWA

WHEREAS, this Council, after a study of the requirements, is of the opinion that it is necessary and desirable that street, water, sanitary sewer, storm sewer and other public improvements be constructed within the City of Cresco, State of Iowa, as hereinafter described; and

WHEREAS, it is proposed that the project be constructed as a single improvement under the authority granted by Division IV of Chapter 384, Code of Iowa:

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

<u>Subdivision A</u>. That the City of Cresco, State of Iowa, construct street, water, sanitary sewer, storm sewer and other public improvements, as hereinafter described.

Remove all existing concrete pavement, granular base and concrete curb and gutter on 7th Street West from Highway 9 to 4th Avenue West. The project will replace the existing 4 inch watermain along the corridor with 8 inch watermain. The existing 8" clay sanitary sewer between Highway 9 and Stock Avenue will be reconstructed with 8" PVC sanitary sewer. The existing storm sewer will also be reconstructed and discharged at a new location with a stormwater pond.

The street will be reconstructed as a 36 foot wide concrete street from Highway 9 north 500 feet then taper down to a 31 feet wide concrete street to 4th Avenue West. The roadway will include 6 inch thick concrete with integral curb over 10 inches of granular base. New concrete approaches will be constructed at existing driveway

locations within the street right-of-way. Sidewalk pedestrian ramps will be constructed at all intersections to meet the Americans with Disabilities Act.

Subdivision B. The beginning and terminal points of the improvements shall be as follows:

7th Street West from Highway 9 to 4th Avenue West

Subdivision C. That William K. Angerman, P.E. of Rochester, Minnesota, having been employed as Engineer to prepare plats, schedules, estimates, plans and specifications and otherwise to act in the capacity with respect to the project is hereby ordered to prepare and file with the Clerk preliminary plans and specifications and estimates of the total cost of the work and the plat and schedule of special assessments against benefited properties.

<u>Subdivision D</u>. That this Council hereby determines that all property within the area hereinafter described will be specially benefited by the improvements, to-wit:

All parcels abutting 7th Street West beginning at the south right-of-way line of Highway 9 and ending at the north right-of-way line of 4th Avenue West as shown on the preliminary assessment plat. The parcels are listed below:

LOT 3 & LOT 4 OF 4 SUBD LOT 3 IR SURV SE
S 125' LOT 2 EX E 150' N 50' SUBD LOT 3 IR SURV SE
E 150' N 50' S 125' LOT 2 SUBD LOT 3 IR SURV SE
LOT 1 OF 2 SUBD LOT 2 SUBD LOT 3 IR SURV SE
LOT 5 OF 4 IR SURV SE
LOT 9 BLK 28 BALDWINS ADDN
LOTS 7 & 8 BLK 28 BALDWINS ADDN
S 1/2 LOTS 11 & 12 BLK 21 BALDWINS ADDN
N 80' LOTS 11 & 12 BLK 21 BALDWINS ADDN
LOT 10 BLK 21 BALDWINS ADDN
LOT 9 & S 35' OF W 1/2 LOT 8 BLK 21 BALDWINS ADDN
W 1/2 LOTS 6, 7 & 8 EX S 35' BLK 21 BALDWINS ADDN
S 80' LOTS 9 & 10 BLK 16 BALDWINS ADDN
LOT 9 & 10 EX S 80' BLK 16 BALDWINS ADDN
LOTS 7 & 8 BLK 16 BALDWINS ADDN
LOT 2 OF 2 & 100' RRROW IR SURV SE & LOT 2 OF 7 SW
LOT 1 & LOT 1 OF 2 EX LT 1 OF 1 OF 2 IRSURV SE (FAIRGROUNDS-
RACETRACK ETC)
LOT 3 OF 4 & LOT 4 OF 4 IR SURV SE

<u>Subdivision E</u>. The improvement shall be designated as the "7th Street West Reconstruction", and such name shall be a sufficient designation to refer to the improvement in all subsequent proceedings.

#### PASSED AND APPROVED this 7th day of November, 2022.

	Mayor	-
ATTEST:		
City Clerk		

"RESOLUTION FIXING VA	introduced the following Resolution entitled ALUES OF LOTS" and moved its adoption. Council Member and the motion to adopt. The roll was called, and the vote was:
AYES:	
NAYS:	
	declared the Resolution duly adopted as follows:
RESC	OLUTION FIXING VALUES OF LOTS
of each lot located within the	cil after full investigation, has arrived at a determination of the value 7th Street West Reconstruction, the valuation being set forth in a "7th St West Reconstruction", under the column therein headed
NOW, THEREFORE, CRESCO, STATE OF IOWA:	BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
valuations of the lots, with the of the improvements and the C Angerman, P.E., the Engineer,	alues, hereinabove referred to, be and the same is adopted as the proposed public improvements completed, within the boundaries lerk is hereby directed to forthwith deliver the same to William K, for the project, the Engineer to insert the values in the schedule of pared and filed with this Council.
PASSED AND APPRO	VED this 7th day of November, 2022.
	Mayor
ATTEST:	
City Clerk	

COST AND PROPOSED PLANS AND SP	introduced the following Resolution entitled ARY PLAT AND SCHEDULE, ESTIMATE OF ECIFICATIONS FOR THE CONSTRUCTION OF TION" and moved its adoption. Council Member
seconded the motion AYES:	n to adopt. The roll was called, and the vote was:
711DD	
NAYS:	

Council Mamban

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION ADOPTING PRELIMINARY PLAT AND SCHEDULE, ESTIMATE OF COST AND PROPOSED PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE 7TH STREET WEST RECONSTRUCTION

WHEREAS, this Council has caused to be prepared a preliminary plat, schedule and estimate of cost, together with plans and specifications, for the construction of the 7th Street West Reconstruction, and this Council has fixed the valuations of the property proposed to be assessed as shown therein; and

WHEREAS, the Council finds that each lot separately assessed in the schedule of assessments meets the definition of a lot as described in Section 384.37(10), Code of Iowa, or in the case of lots consisting of multiple parcels that the parcels have been assembled into a single unit for the purpose of use or development; and

WHEREAS, the plat and schedule, estimate of cost and plans and specifications appear to be proper for the purpose intended:

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

That the plat and schedule, estimate of cost and plans and specifications be and the same are hereby adopted as the proposed plat, schedule, estimate of cost and plans and specifications for the improvements and are hereby ordered placed on file with the Clerk for public inspection.

BE IT FURTHER RESOLVED, that the boundaries of the District for the making of the improvements, as shown in the Engineer's plat, be and the same are hereby fixed as the boundaries for the 7th Street West Reconstruction.

#### PASSED AND APPROVED this 7th day of November, 2022.

	Mayor	
ATTEST:		
City Clerk		

"RESOLUTION OF NECESSITY (	introduced the following Resolution entitled PROPOSED)", and moved its adoption. Council Member e motion to adopt. The roll was called, and the vote was:
AYES:	
NAYS:	

Whereupon, the Mayor declared the Resolution duly adopted as follows:

#### RESOLUTION OF NECESSITY (PROPOSED)

WHEREAS, preliminary plans and specifications and plat and schedule and estimate of cost are now on file in the office of the Clerk showing the boundaries of the District, containing the properties and lots to be assessed, locations of the improvements, each lot proposed to be assessed, together with a valuation of each lot as fixed by the Council, an estimate of the cost of the entire proposed improvements, stating the cost of each type of construction and kind of materials to be used, and an estimate of the amount proposed to be assessed against each lot, for the construction of the 7th Street West Reconstruction, as hereinafter described, in the City of Cresco, State of Iowa:

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

That it is deemed desirable, advisable and necessary to construct as a single improvement the 7th Street West Reconstruction, in the City of Cresco, State of Iowa.

The District containing the properties to be assessed is set out and described in the following "Notice to Property Owners", set out in this Resolution.

The improvements within the District are located and described in the following "Notice to Property Owners", set out in this Resolution.

The method of construction shall be by contract.

Costs of the improvements will be assessed to the properties within the boundaries of the District. No property shall be assessed more than it is benefited by the improvements nor more than 25% of its value on the date of its assessment. The assessment may include a ten percent Default and Deficiency Fund, as authorized by Section 384.44, Code of Iowa.

A plat and schedule and estimate of costs are now on file in the office of the Clerk as required by law.

Any difference between the amount which is derived from cash payments made by property owners during the thirty day collection period and the sale of Improvement Bonds issued against assessments on benefited properties and the total cost of the improvements, shall be paid for from the proceeds derived from the issuance and sale of bonds as authorized by Section 384.25, Code of Iowa, and/or from such other funds of the Municipality as may be legally used for such purpose.

BE IT FURTHER RESOLVED, that this Council meet at 5:30 P.M., on the 5th day of December, 2022, in the Council Chambers, City Hall, 130 North Park Place, Cresco, Iowa, for the purpose of hearing property owners subject to assessment and interested parties for or against the improvement, its cost, the assessment, or the boundaries of the District. Unless a property owner files objections with the Clerk at the time of the hearing on this Resolution, he shall be deemed to have waived all objections pertaining to the regularity of the proceedings and the legality of using special assessment procedure.

BE IT FURTHER RESOLVED, that the Clerk is hereby instructed to cause notice to be published and mailed as required by law of the pendency of this Resolution and of the time and place of hearing objections thereto, and to the preliminary plans and specifications, estimate of costs and to the making of the improvements; the Notice to be in substantially the following form:

#### (<u>Two</u> publications required)

#### **NOTICE TO PROPERTY OWNERS**

Notice is hereby given that there is now on file for public inspection in the office of the Council of the City of Cresco, State of Iowa, a proposed Resolution of Necessity, an estimate of costs and plat and schedule showing the amounts proposed to be assessed against each lot and the valuation thereof within District as approved by the Council of the City of Cresco, State of Iowa, for a street, water, sanitary sewer, storm sewer and other public improvements, designated as the 7th Street West Reconstruction, of the types and in the location as follows:

Remove all existing concrete pavement, granular base and concrete curb and gutter on 7th Street West from Highway 9 to 4th Avenue West. The project will replace the existing 4 inch watermain along the corridor with 8 inch watermain. The existing 8" clay sanitary sewer between Highway 9 and Stock Avenue will be reconstructed with 8" PVC sanitary sewer. The existing storm sewer will also be reconstructed and discharged at a new location with a stormwater pond.

The street will be reconstructed as a 36 foot wide concrete street from Highway 9 north 500 feet then taper down to a 31 feet wide concrete street to 4th Avenue West. The roadway will include 6 inch thick concrete with integral curb over 10 inches of granular base. New concrete approaches will be constructed at existing driveway locations within the street right-of-way. Sidewalk pedestrian ramps will be constructed at all intersections to meet the Americans with Disabilities Act.

The location of the improvements is 7th Street West from Highway 9 to 4th Avenue West.

That the proposed District to be benefited and subject to assessment for the cost of such improvements is described as follows:

All parcels abutting 7th Street West beginning at the south right-of-way line of Highway 9 and ending at the north right-of-way line of 4th Avenue West as shown on the preliminary assessment plat. The parcels are listed below:

LOT 3 & LOT 4 OF 4 SUBD LOT 3 IR SURV SE
S 125' LOT 2 EX E 150' N 50' SUBD LOT 3 IR SURV SE
E 150' N 50' S 125' LOT 2 SUBD LOT 3 IR SURV SE
LOT 1 OF 2 SUBD LOT 2 SUBD LOT 3 IR SURV SE
LOT 5 OF 4 IR SURV SE
LOT 9 BLK 28 BALDWINS ADDN
LOTS 7 & 8 BLK 28 BALDWINS ADDN
S 1/2 LOTS 11 & 12 BLK 21 BALDWINS ADDN
N 80' LOTS 11 & 12 BLK 21 BALDWINS ADDN
LOT 10 BLK 21 BALDWINS ADDN
LOT 9 & S 35' OF W 1/2 LOT 8 BLK 21 BALDWINS ADDN
W 1/2 LOTS 6, 7 & 8 EX S 35' BLK 21 BALDWINS ADDN
S 80' LOTS 9 & 10 BLK 16 BALDWINS ADDN

LOT 9 & 10 EX S 80' BLK 16 BALDWINS ADDN	
LOTS 7 & 8 BLK 16 BALDWINS ADDN	
LOT 2 OF 2 & 100' RRROW IR SURV SE & LOT 2 OF 7 SW	
LOT 1 & LOT 1 OF 2 EX LT 1 OF 1 OF 2 IRSURV SE (FAIRGROUNDS	3-
RACETRACK ETC)	
LOT 3 OF 4 & LOT 4 OF 4 IR SURV SE	

The Council will meet at 5:30 P.M., on the 5th day of December, 2022, at the Council Chambers, City Hall, 130 North Park Place, Cresco, Iowa, at which time the owners of property subject to assessment for the proposed improvements, or any other person having an interest in the matter may appear and be heard for or against the making of the improvement, the boundaries of the District, the cost, the assessment against any lot, tract or parcel of land, or the final adoption of a Resolution of Necessity. A property owner will be deemed to have waived all objections unless at the time of Hearing he has filed objections with the Clerk.

This Notice is given by authority of the Council of the City of Cresco, State of Iowa.

City Clerk, City of Cresco, State of Iowa

(End of Notice)

#### INTRODUCED AND APPROVED at a meeting held on the 7th day of November, 2022.

RESOLUTION NUMBER	
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#### RESOLUTION AUTHORIZING THE CITY CLERK TO SIGN THE HEALTH INSURANCE CONTRACT WITH WELLMARK BLUE CROSS/BLUE SHIELD

WHEREAS, the City of Cresco offers health insurance coverage to eligible full-time employees; and

WHEREAS, the City of Cresco wishes to approve the contract with Wellmark Blue Cross/Blue Shield to provide the health insurance coverage; and

WHEREAS, the City of Cresco will offer an ACA compliant plan (PM000150/RM000166) to maintain similar health insurance coverage as previously provided; and

WHEREAS, the City of Cresco will continue to partially self-fund the plan by reducing the employee's deductible and out-of-pocket maximum for the traditional plan.

NOW, THEREFORE, BE IT RESOLVED THAT the City Clerk is authorized and directed to sign the Enrollment Form for the health insurance contract with Wellmark Blue Cross/Blue Shield.

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:	
Enrollment Form for the City of Cresco is execute the contract on behalf of the City	clared said Resolution duly passed and announced that the is approved and that the City Clerk is authorized to y of Cresco.
PASSED AND APPROVED THIS 7 <sup>TH</sup> I	DAY OF NOVEMBER, 2022.
BY:	ATTEST:
Mayor David J. Brenno	City Clerk Michelle Elton

01/01/2023 Effective Date:

20542

Account Key:

GCG Financial Inc Representative:

057777-0000 Group Number:



Welmank Blue Coosa Blue Shield of for Wellinkink Health Plan of lowis, Inc. Independent Uconsees of the Dive Cross and She smeld Association

# Primary and Modified PPO Plans - Renewal Alternates

Premiums based on 2-way census		
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Non PCP 17	PCP	y PCP
\$50 \$1,178.60 \$2,844.90	\$25	
\$50 \$1,103.66 \$2,653.85	\$25	
\$50 \$1,027.66 \$2,401.42	\$25	
\$70 \$928.17 \$2,171.74	\$35	
	\$35	
\$70 \$814.71 \$1,834.10	\$35	
\$788.89	0 \$35 \$70	
0 \$770.68 \$1,730.90	0 \$40 \$80	
\$739.56	0 \$40 \$80	
0 \$793.33 \$1,938.35	0 \$40 \$80	
00 \$739.14 \$1,802.87	550 \$100	

Special Notes and Provisions: The "PCP In-Network Office Visit Copay" applies to chiropractors, physical therapists, occupational therapists, speech pathologists, mental health/chemical dependency services, and primary care practitioners defined as Advanced Registered Nurse Practitioners, General/Family Practitioners, Internists, Obstetricians/Gynecologists, Pediatricians, and Physician Assistants. The office copay applies to all services, except preventive, and is taken per practitioner per date of service. Infertility is excluded.

These plans have Blue Rx Complete drug card coverage. For more information, please see Welfmark Drug List.

Health and Drug Out of Pocket Maximums are aggregate.

P - \$20/\$40/\$80/\$150 w \$140 BioSim/\$200 specialty/\$250 np specialty specially R - \$15/\$30/860/\$120 w \$115 BioSim\$176 specially/\$225 np specially Q - \$30/\$60/\$120/\$200 w \$185 BioSim/\$250 apeciafty/\$300 np

S - \$20/\$40/\$80/\$160 w \$140 BloSIm/\$200 specialty/\$250 np specialty

2-Way

"Signature here admowledges the plan(s) selected is correct and that the Disclosure exhibit has been read and understood. Signature of Group Administrator\*\* Effective Date of Change

Run Date: 09/27/2022 05:09 PM B

X 4-Way

01/01/2023 Account Key: 20542 Effective Date:

GCG Financial Inc Representative:

Group Number: 057777-0000



Wolfmark Blue Cress Blue Sheek of Your Welfmark Hoolin Plan, of Youn, Inc. Independent Licenseis of the Blue Cross and Blui Sheid Asporation

## Blue Dental Plans

Denical Ids         Deductible*         Maximum         Preventive         Endodontics         Periodontics         Periodontics         Periodontics         Periodontics         Denical Idea         Denical Idea		Benefit Year		Diagnostic &	S. Routine &				-		
\$25 / \$75 \$1500 20% 50% 50% 50% 50% 50% 50% 50% 50% 50% 5	면 면	Deductible*		Preventive	Restorative	_		Major Restorative	Deraures and Bridges	Orthodontice	Orthodonilos
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	2	0141074	2007¢	5	20%	20%	20%	20%	20%	20%	60000

<sup>\*</sup> Deductible does not apply to Diagnostic and Preventive services. Maximum of three deductibles per family per calendar year.

## 2-way Premiums\*\*

			2
	Dental Id	Single Coverage	Family Coverage
1	DM000105	\$37.08	\$131.94
100	DM000102	\$37.08	\$123.10
	DM000103	\$37.08	\$102.98
	DM000100	\$27.28	\$91.90
	DM000101	\$27.28	\$75.02
-	DM000104	\$20.42	\$55.84
	DM0000000	\$18.46	\$51.26

# 4-way Premiums \*\*

Dental Id	Emp Coverage	Emp/Spouse Coverage	Emp/Ch Coverage	Emp/Sp/Ch Coverage
DM000105	\$37.08	\$75.42	\$78.40	\$137.10
DM000102	\$37.08	\$75.42	\$72.26	\$126.12
DM000103	\$37.08	\$75.42	\$63.72	\$112.36
DM000100	\$27.28	\$55.40	\$52.34	\$91.28
DM000101	\$27.28	\$55.40	\$46.74	\$82.44
DM000104	\$20.42	\$41.26	\$35.02	\$61.62
DM000000	\$18.46	\$37.36	\$31.66	\$55 BO

<sup>\*\*</sup> Dental rate structure must match health rates. Please contact your Representative with any questions.

Diagnostic and preventative do not accumulate to annual benefit maximum

Signature of Group Administrator

RESOLUTION NUMBER	

### RESOLUTION AUTHORIZING THE CITY CLERK TO ENTER INTO A THIRD PARTY ADMINISTRATION SERVICE AGREEMENT WITH EMPLOYEE BENEFIT SYSTEMS ("EBS)

WHEREAS, the City of Cresco currently maintains a partially self-funded plan in conjunction with a fully-insured health insurance plan; and

WHEREAS, the City of Cresco currently utilizes Alera Group (FKA Group Services) as the Assigned Agent of Record for compliance and consulting services for Human Resources; and

WHEREAS, the Alera Group has contracted with EBS to provide administrative services subject to the attached agreement.

THEREFORE, BE IT RESOLVED THAT the City Clerk is authorized and directed to sign the written Third Party Administration Service Agreement with World Insurance Associates, d/b/a Employee Benefit Systems ("EBS").

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 sa agreement is approved and that the City of the City of Cresco.	aid Resolution duly passed and announced that the Clerk is authorized to execute the agreement on behalf of
PASSED AND APPROVED THIS 7th D	DAY OF NOVEMBER, 2022.
BY:	ATTEST:
Mayor David J Brenno	City Clerk Michelle Elton



#### Partial Self-Funded Plan Renewal

Please attach the primary carrier Summary of Benefits and Coverage (SBC). The Partial Self-Funded (PSF) SBC will be

supplied after the	comple	ted ren	ewal is re	eceived.			(000). [0	- uncla	. com-r arraga	(1 01 /	OBO WIII DO
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OPM;	\$8550						Dedi	uctible:	\$5000		\$15000
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1846											
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before PSF plan pays) before PSF plan pays)											
							Out-of-Netwo	rk			
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Dec	Deductible: \$1500			\$3000			Ded	uctible:	\$1500	\$	3000
Caina	OPM: \$2700 \$5400			OPM: \$3500		\$3500	\$	7000			
	urance:	90/10						urance:	80/20		
Employer Max F	'ayable:	\$585	0	\$11700		Emplo	yer Max P	ayable:	\$5050	\$	10100
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Urgent Care:	oopay.		\$40		\$5 \$4			\$ 500			

Additional details/comments: When OOP is met, reimburse all copays to the provider except Rx copays. PSF Funding, if applicable E/SP: \$ E/CH: \$ FAM:

\$30/65/100/240/190/275/325

\$ not covered

\$30/65/100/240/190/275/325

Drug Copay(s):

Drug Deductible:



#### **Group Renewal Information**

Plan Year: 01/01/2023-12/31/2023

nployer Information
Tax ID: 42-6004441
State: Iowa Zip: 52136
Fax: 563-547-4525
Title: City Clerk
Company URL:
tant/Broker Information
Telephone: 800-925-8846
Email:
Email: brenda.klemetson@aleragroup.com
Email:
State: Iowa Zip: 52722



Addendum (A)/ Verification of Purchase (VOP)
Plan Year: 01/01/2023-12/31/2023

**Employer Name:** 

City of Cresco

	Fight Feet. 01/01/2023-12/31/2023			
Administrative Fees				
Service	Current Fees (PEPM)	Renewal Fees (PEPM)		
Partial Self-Funding Administration (Paper EOBs)	\$8.00 or \$80 minimum	\$8.00 or \$80 minimum		
Service	Gurrent Fees	Renewal Fees		
Annual Plan Document Fee	\$250.00	\$250.00		
Plan Amendments	\$200.00 as required	\$200.00 as required		
Special Programming/Reports Requests	\$175.00 per hour	\$175.00 per hour		
Early Termination Penalty (30-day notice for all services).	One-time \$75 charge, in addition to your average monthly administration fees for the remainder of months left in your contract, up to your renewal date			

<sup>\*</sup>Please note some fees are annual and some fees are PEPM (per employee per month).

"The above stated fees may be discounted contingent upon having multiple services. If one or more services are dropped, EBS may adjust fees accordingly and the parties will execute a new Addendum A. Addendum A may also be updated annually or when client makes changes to purchased services.

These fees include standard reporting only. Additional reports will be an additional fee. Enrollment packet information can be provided in an electronic pdf format upon request. Printed material provided at an additional cost.

Fees are established prior to notification of plan, benefit, and/or carrier changes. Please notify EBS of any plan changes as soon as possible as some changes may warrant an increase in administration fee.

PSF ID Cards are available upon request for an additional fee.

By signing below, all parties to this Agreement verify that the renewal information on the preceding pages, rates, factors, and fees in this Schedule have been reviewed and approved by City of Cresco, and EBS shall be compensated accordingly for the plan year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date shown herein. All other provisions of the Service Agreement are affirmed.

Employer Signature	Print Name and Title	Date
Consultant/Broker Signature	Print Name and Title	Date
EBS Signature	Print Name and Title	Date