

NOTICE AND CALL OF PUBLIC MEETING

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA
DATE OF MEETING: JANUARY 23, 2023
TIME AND PLACE OF MEETING: 5:30 P.M. CITY HALL, 130 N PARK PLACE

PUBLIC NOTICE IS HEREBY GIVEN THAT THE ABOVE MENTIONED GOVERNMENTAL BODY WILL MEET AT THE DATE, TIME AND PLACE SET OUT ABOVE. THE TENTATIVE AGENDA FOR SAID MEETING IS AS FOLLOWS:

ROLL CALL: KRIENER, McCONNELL, FORTUNE, BOUSKA, CARMAN

ACT ON THE CONSENT AGENDA: All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time council votes on the motion.

1. Approval of the Agenda
2. Approval of the Claims
3. Approval of Minutes from January 9, 2023
4. Approval of Class C Retail Alcohol License (LC) to Cuautla Jalisco II, Inc
5. Approval of Class C Beer Permit and Class B Wine Permit (BC) to Kwik Trip, Inc. d/b/a Kwik Star #428 (change of ownership)
6. Approval of Street Closing for Portions of 2nd Ave East East for the Notre Dame School Lasagne Supper on January 27, 2023
7. Approval of Owner Occupied Housing Contractor Request for Payment #1a-Electrical for \$3,357.75 for Arlyn Skoda – Skoda Home Improvement

STAFF REPORTS: There may be action taken on each of the items listed below.

1. Public Works
2. Police
3. Administration
4. Committee Updates

COMMENTS FROM AUDIENCE: *(This portion of the agenda is for comments that are not related to one of the items listed on the agenda. Comments can only be received. No formal action by the Council can be taken. Those making public comments will be asked to state their name and address, and to speak from the podium.)*

BUSINESS: There may be action taken on each of the items listed below.

1. Review Champlin Hall Furnaces and Air Conditioners Quotes and Possible Award of Contract and Approval of Down Payments
2. Recommendation of Planning & Zoning Commission to Reappoint Kris Omar for a Term of Three Years Expiring 6/30/2025
3. Recommendation of Planning & Zoning Commission to Reappoint Dick Schorr for a Term of Three Years Expiring 6/30/2025
4. Resolution Authorizing the Mayor to Enter into a Professional Services Agreement with Bolton & Menk, Inc. for the Cresco Municipal Airport – Airport Planning, Engineering, and Construction Services

5. Review Copier Lease Proposals and Possible Award of Contract
6. Resolution Authorizing the Mayor and City Clerk to enter into a 60-Month Copier Lease Agreement for City Hall, Fitness Center, and Park & Rec
7. Motion to appoint a Council Member to the Regional Housing Authority Board for a 3-Year Term
8. Resolution Adopting the Annual Project List Update to the Capital Improvements Plan 2022 to 2027
9. Resolution Renaming a Fund Withink the City's Accounts – Fund #323 – Water Tower Rehab Project Fund
10. Motion to Set the Public Hearing on the Proposed Property Tax Levy for Fiscal Year July 1, 2023 – June 30, 2024
11. Discuss Hawkeye Sanitation Dumpster Contract
12. Resolution Authorizing the Mayor to Enter into an Amended Agreement for Recyclable and Non-Recyclable Waste Collection Services with Hawkeye Sanitation, Inc.
13. Motion to Set the Public Hearing to Amend the City of Cresco Code of Ordinances Pertaining to Fees for Recyclable and Non-Recyclable Waste Collection
14. First Reading of Summary of Proposed Ordinance 502 which Amends Chapter 106 Sections 106.04 and 106.08 of the Code of Ordinances of the City of Cresco, Iowa, Pertaining to Fees for Recyclable and Non-Recyclable Waste Collection

ADJOURN:

THIS NOTICE IS GIVEN AT THE DIRECTION OF THE MAYOR PURSUANT TO CHAPTER 21, CODE OF IOWA AND THE LOCAL RULES OF SAID GOVERNMENTAL BODY. POSTED JANUARY 20, 2023.

Mayor Brenno called the Cresco City Council meeting to order on January 9, 2023, at 5:30 pm. Council Members Kriener, Fortune, Bouska, and Carman were present. Council Member McConnell was absent.

Bouska made the motion to approve the consent agenda which included approval of the: agenda; claims; minutes from December 19 and 28, 2022; Class E Liquor License to Casey's Marketing Company d/b/a Casey's General Store #2511; Tax Abatement under the Urban Revitalization Plan for Aaron & Melissa Hvitved and for Kristopher & Erica Sajdak; Tree Surgeon License for Andera Tree Service LLC. Carman seconded and it passed all ayes.

Public Works Director Widell reported: (a) Mehmert started on the bike trail reconstruction project so it is closed from the yardwaste site to the south. Updates will be posted on the City's and Howard County Conservation's Facebook pages; (b) reminder that snow cannot be piled within 20 feet of intersections.

Police Chief Ruroden submitted the December Police report which was relatively quiet. They are working on filling the open police officer position. A \$2,000 donation for Active Shooter vests was received from a local business.

Deputy City Clerk Hill reported (a) we have received \$3,200 from Interstate Power for a grant for half of the HVAC audit report that Twin Rivers Engineering did for inventory of furnaces and air conditioners; (b) received \$1,384.76 rebate from Alliant Energy for the EV Charging Station. This will pay the 10% local share for the grant we received. That makes the EV Charging Station 100% paid by the grant and rebate; (c) reminder that the next council meeting is January 23rd; (d) having a conference call tomorrow with our financial advisor regarding bond issuance and bond rating; (e) busy with calendar year end; (f) we are currently looking at options for copier leases.

There were no committee updates.

Mayor Brenno asked for comments from the audience and there were none.

Former Cresco Police Officer Gatlin Keehner requested the Council to either reduce the repayment amount or extend the repayment schedule. He owes the City for 100% of the cost to send him to the 20-week Police Academy since he resigned immediately following his graduation. Kriener stated that if any exception was made it would set a precedence for future officers and understood his situation but didn't feel any adjustment should be made. No formal action was taken by Council to change the repayment terms of the signed contract.

Jason Passmore updated the Council on the status of the IEDA Community Catalyst & Remediation Grant Program that the City is the Grantee for the Vernon Springs Brewery. He also discussed the City's Revolving Loan with Broken Road which has stopped repayments after the closure. The City has a mortgage on the property behind the bank and also personal guarantees from the owners. The property is currently for sale. He also reported that \$149,400 was loaned out last year from the community's various revolving loan funds which created 23 new jobs and retained 20 jobs. Currently there is about \$876,000 loaned out and earning interest with monthly repayments. The Chamber & HCB&T have updated their websites. The Howard County supervisors have allocated \$250,000 of ARPA funds to start a revolving loan fund for providing incentives to build housing mainly for spec houses and rental properties.

Hotel/Motel Tax of \$7,415.02 was received this quarter with two applications received for \$6,000. Fortune made the motion to approve the recommendation of the Tourism Committee and award Hotel/Motel Tax Grants to: Drifrunners \$3,500 for Snowfest and \$2,500 for 2022 Marketing Support. Kriener seconded and it passed all ayes.

The 28E Agreement with Howard County Business & Tourism states that funding will be used for advancing economic and community development and improving tourism in Howard County and the City of Cresco. Carman made a motion to authorize the \$20,000 payment to Howard County Business & Tourism and declared it meets a public purpose in accordance with the 28E Agreement. Fortune seconded and it passed all ayes.

The 28E Agreement with Northeast Iowa Regional Housing Trust Fund states that funding will be used for providing access to well-maintained, safe, and affordable housing for individuals and families with limited resources in Northeast Iowa. Carman made a motion to authorize the \$8,000 payment to Northeast Iowa Regional Housing Trust Fund and declared it meets a public purpose in accordance with the 28E Agreement. Bouska seconded and it passed all ayes.

Carman made the motion to approve a sewer adjustment of \$302.15 for water not entering the sanitary sewer system for Dulcie Ollendieck. Kriener seconded and it passed all ayes.

Kriener made the motion to approve a sewer adjustment of \$99.13 for water not entering the sanitary sewer system for Matt Munkel. Fortune seconded and it passed all ayes.

Council discussed Hawkeye Sanitation's proposed changes for the commercial garbage collection. The updated proposal would extend the current agreement for an additional year – ending December 31, 2027. It would apply to all residential, light commercial, heavy commercial garbage and recycling customers. Garbage collection would begin at 4 am; the City would go back to billing all commercial and residential customers; the Recycling Center would be open Monday night for 24 hours; Heavy Commercial rebate of 50% of the difference billed in 2022 of \$30/yd/pickup to \$20.35/yd/pickup. Bouska made a motion to approve the proposal with the following changes: the contract effective dates January 1, 2023 – December 31, 2027; 4 AM collection only for commercial customers, residential customers will remain at 6 AM; and the Recycling Center to be open 4 daylight hours on a weekend day rather than Monday nights. Carman seconded and it passed all ayes. The wording in the contract will be updated by the City Attorney and Hawkeye Attorney with the Council approval on January 23, 2023.

Council discussed the proposed budget for FY2024. Final adjustments will be made so the first public hearing can be set at the next council meeting.

Carman moved to adjourn at 6:15 pm. Kriener seconded and it passed all ayes. The next regular Cresco City Council meeting will be January 23, 2023, at 5:30 pm at Cresco City Hall.

Mayor David J. Brenno

City Clerk Michelle Elton

Following is a list of claims approved for payment:

PAYROLL CHECKS		176,063.42	IA ST UNIVERSITY	Training	240.00
AHLERS&COONEY	Altny	4,691.00	IROC	Srvc	100.00
ALLIANT	Elect	12,500.85	JD FIN	Supp	1,632.53
BADGER METER	Srvc	11.16	JOHNSON, MATT	DpAp	80.00
BALDWIN, COREY	Ref	17.45	KEYSTONE LAB	Analys	1,946.41
BARTHELME, DONELLE	DpAp	80.00	LICKTEIG, STEVE	Srvc	425.00
BLACK HILLS	Gas	12,641.15	LYNN, DEANNA	DpAp	59.09
BOHR, CAROL	Ref	69.70	NEIA HOUSING	Fees	8,000.00
BROWN, NARREN	Ref	12.85	NE IA MOTORS	Srvc	488.99
CARQUEST	Supp	184.09	OBRIEN, HOLLY	DpAp	57.13
CARRICO	Chems	1,414.40	OMNISITE	Srvc	2,275.00
CHIPERA, BRITTANY	DpAp	70.06	ORTIZ, BETZABE	DpAp	80.00
CITY LAUNDERING	Srvc	631.65	POSTMASTER	Postage	649.16
CITY OF CRESCO	Tourism	500.00	PRECISION OVERHEAD	Srvc	147.00
CITY OF CRESCO	Util	1,378.82	RICE, KYLE	Srvc	17,449.78
CPU	Srvc	100.00	SIGNS&DESIGNS	Decals	87.50
CR CHAMBER	Tourism	1,000.00	SOLAR PRO	Solar	958.50
CR HTG&VTG	Equip	1,625.04	SOLUTIONS	Srvc	84.10
CR SHOPPER	Ads	814.60	SONY	Movie	250.00
CR TPD	Notices	319.75	SQUARE	CC Fees	23.40
CRUZ, ROGELIO	DpAp	91.01	STATE HYGIENIC	Analys	74.00
CULLIGAN	Srvc	91.90	STOREY KEN	Supp	375.22
DALCO	Supp	67.45	SURVEYING&MAP	Srvc	3,600.00
DC COMM	Phone	15.47	TASC	Fees	298.20
DELUXE ECHOSTAR	Movie	80.00	TEAM LAB	Chem	276.50
DEWITT, CLAY	Ref	13.07	TRAFFIC&TRANS	Equip	1,750.00
DISNEY	Movie	233.60	VANDERVEEN, DEREK	DpAp	80.00
DMA PROPERTIES	Ref	27.74	VERIZON	Wireless	382.99
DOHLMAN, BRADEN	DpAp	57.13	WATSON, TAYLOR	DpAp	78.95
DRIFIRUNNERS	Tourism	1,680.62	WILSON THEATER	Movie	150.00
EMPL BENE SYS	Fees	490.00	WINDSTREAM	Phone	<u>1,012.97</u>
FAREWAY	Conces	825.68			
FENCL OIL	LP	649.22	BY FUND:		
FOLEY'S CONST	Srvc	115.00	GENERAL		182,240.62
FORTE PMT	Fees	289.10	HOTEL/MOTEL TAX		3,180.62
FRANCK, RYAN	DpAp	80.00	EV CHARG STATION		(3.64)
FROST, TROY	DpAp	2.13	FIRE STATION BLDG		859.76
GALLS	Unif	102.84	CR COMM FIRE		8,102.12
GILLETTE PEPSI	Conces	617.38	ROAD USE TAX		32,150.30
GRECO, KEELEY	DpAp	79.27	EMPLOYEE BEN		866.95
HACH	Chems	647.45	WATER		28,237.15
HANSON TIRE	Parts	760.20	WATER DEP		963.76
HARPER, ANDREW	DpAp	80.00	SEWER OP		44,923.53
HAWKINS	Chems	5,777.17	CAP IMPROVE		32.92
HEWETT	Conces	479.10	YARDWASTE		<u>69.33</u>
HOW CO	ShrdLEC	11,007.28			
HOW CO BUS&TOUR	Dues	20,000.00	Total Expenditures		301,623.42
IA ONE CALL	OneCalls	25.20	Revenue 12/20/22-1/9/23		283,854.58



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
CUAUTLA JALISCO II, INC.	Cuautla Jalisco II Inc	(319) 859-4840		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
223 North Elm Street		Cresco	Howard	52136
MAILING ADDRESS	CITY	STATE	ZIP	
223 North Elm Street	Cresco	Iowa	52136	

Contact Person

NAME	PHONE	EMAIL
Elisa Martinez	(319) 859-4843	elymartinez21@hotmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0047903	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Jan 25, 2023	Jan 24, 2024	

SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Elisa Martinez	New Hampton	Iowa	50659	President	50.00	Yes
Joaquin Cibrian	New Hampton	Iowa	50659	vice President	50.00	No

Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
MOUNT VERNON FIRE INS CO	Jan 7, 2023	Jan 7, 2024
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Kwik Trip, Inc.	Kwik Star #428	(563) 547-5507		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
330 2nd Ave SE		Cresco	Howard	52136
MAILING ADDRESS	CITY	STATE	ZIP	
1626 Oak St	La Crosse	Wisconsin	54602-2107	

Contact Person

NAME	PHONE	EMAIL
Deanna Hafner	(608) 793-6262	dhafner@kwiktrip.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
BC0027781	Class C Beer Permit	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Oct 1, 2022	Sep 30, 2023	

SUB-PERMITS

Class C Beer Permit, Class B Wine Permit

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Thomas Reinhart	Onalaska	Wisconsin	54650	Secretary	0.00	Yes
Jeffrey Wrobel	La Crosse	Wisconsin	54601	Treasurer	0.00	Yes
Scott Zietlow	Rochester	Minnesota	55902	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

STREET CLOSING/PARADE PERMIT

Application Date: 1/12/2023 Name: Notre Dame Lasagna Committee
Mail to Address: Notre Dame School 221 2nd Ave E Crooked
Phone Number: 563-247-4573 Andrea Klimush, cell 329-883-0244

List Streets to Close or Parade Route: _____
2nd Ave E between 2nd St. E & 3rd Street R.

Reason for Closure: Lasagna Supper Drive Through

Event Date: 1/27/2023 Time: (from) 3:30 (to) 7:30

Signature of Applicant: Andrea Klimush

INCLUDE A MAP MARKING THE STREET OR STREETS YOU WISH TO HAVE CLOSED AND THE INDEMNITY AND HOLD HARMLESS AGREEMENT

PARADE REGULATIONS ARE LISTED BELOW.

60.08 PARADES REGULATED. No person shall conduct or cause any parade on any street except as provided herein:

1. "Parade" Defined. "Parade" means any march or procession of persons or vehicles organized for marching or moving on the streets in an organized fashion or manner or any march or procession of persons or vehicles represented or advertised to the public as a parade.
2. Permit Required. No parade shall be conducted without first obtaining a written permit from the City Council. Such permit shall state the time and date for the parade to be held and the streets or general route therefor. Such written permit granted to the person organizing or sponsoring the parade shall be permission for all participants therein to parade when such participants have been invited by the permittee to participate therein. No fee shall be required for such permit. Permit forms are available at City Hall.
3. Parade Not a Street Obstruction. Any parade for which a permit has been issued as herein required, and the persons lawfully participating therein, shall not be deemed an obstruction of the streets notwithstanding the provisions of any other ordinance to the contrary.
4. Control by Police and Firefighters. Persons participating in any parade shall at all times be subject to the lawful orders and directions in the performance of their duties of law enforcement personnel and members of the Fire Department.

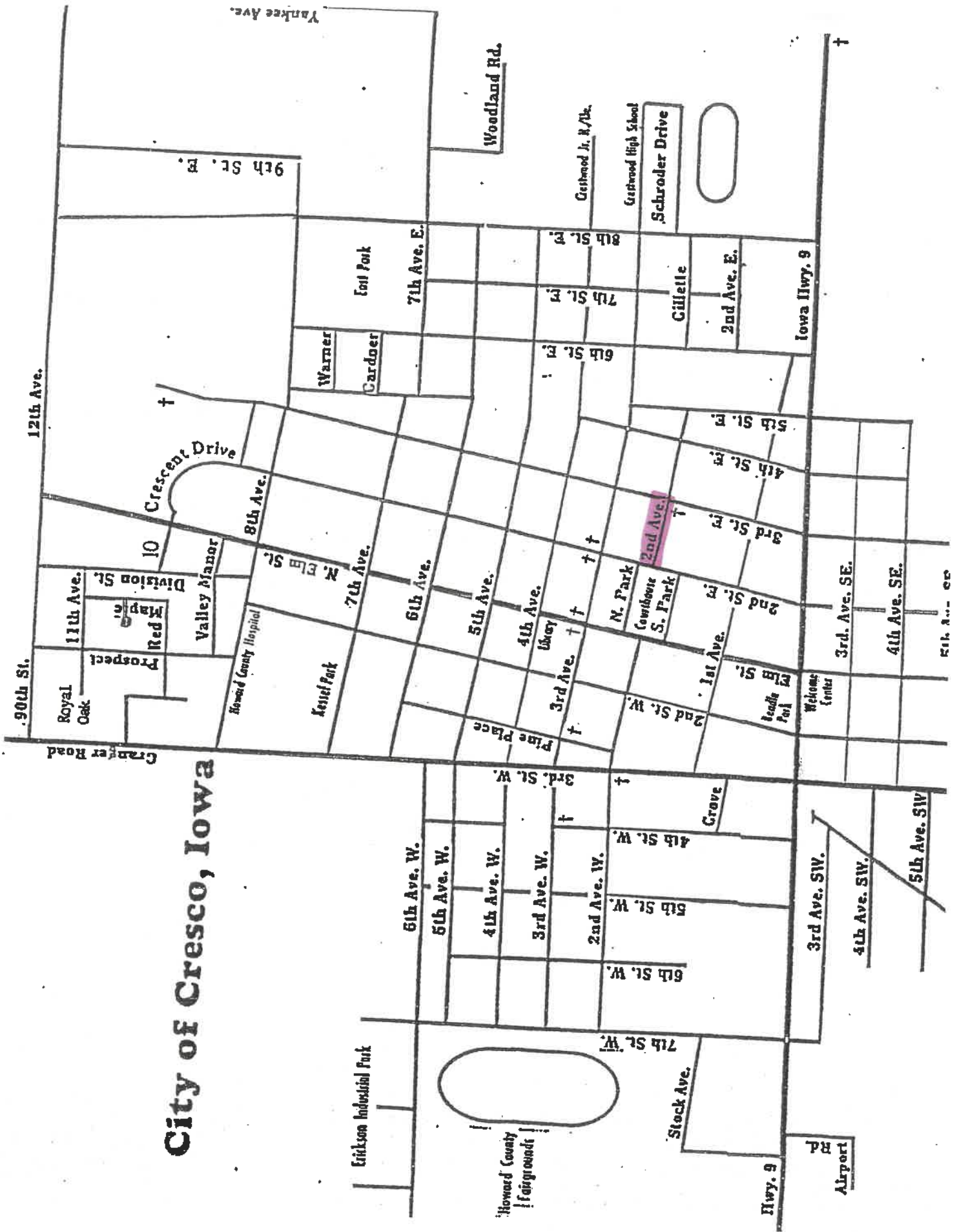
City Council

Date Approved: _____

Signature: _____

CC: Ambulance _____, Police Dept. _____, Fire Dept. _____, Street Dept. _____

City of Cresco, Iowa



PAY REQUEST FOR ELECTRICAL PORTION

TO: City of Cresco
 PROJECT: Peterson Project (309 - 3rd St. SW)

DATE: 1/20/23
 PAY REQUEST NUMBER: 1a - Electrical

CONTRACT BREAKDOWN	ORIGINAL CONTRACT AMOUNT	CHANGE ORDERS	ADJUSTED CONTRACT AMOUNT	% COMP.	VALUE OF WORK COMPLETED
Cement Slope	\$ 355.00				
Roof	11,430.00	(Deduction if sheathing not needed on entire roof.) CO #2 - Deduction of \$1,391.00	10,039.00		
Rear Sloped Roof	498.00				
Trim	3,495.00	CO #1 - Delete (\$3,495.00)	0.00		
Replacement Windows	3,170.00				
Window Removal	498.00				
Dryer Vent	100.00				
Electrical	6,105.00			100%	6,105.00
Lead Hazard Reduction	1.00				
TOTAL	\$25,652.00				\$6,105.00

Total Value of Work Completed \$ 6,105.00
 Elec 100% done - 0% Retained (10%/Final-0%) \$ 0.00
 Value of Work Completed Less Retained \$ 6,105.00
 Less Total Previously Certified \$ 2,747.25
AMOUNT DUE THIS REQUEST \$ 3,357.75

OWNER: Diane Peterson
 CONTRACTOR: Arlyn Skoda -- Skoda Home Improvement
 APPROVED: Program Inspector
 APPROVED: City of Cresco

(CITY: Please hold check until authorization received from Melanie to release. Thank you!)

(This is for 100% payment of electrical. Last Pay Request, \$3,052.50 - 10% w/h of \$305.25 - was paid = \$2,747.25)

Champlin Hall HVAC comparison

The current system is a Lennox 75,000 BTU and is rated as fair on the HVAC study. It's rated efficiency is 92%. It was installed in 2000.

Cresco Heat & Vent quoted 2 different makes:

Lennox 70,000 BTU 96% furnaces with 3.5-ton 14 seer condensers \$16,333.30

Goodman (single stage) 80,000 BTU 96% furnaces with 3.5-ton 14 seer condensers \$15,253.80

Gosch Plumbing & Heating

Goodman (two-stage) 60,000 BTU 96% furnaces with 2-ton 16 seer condensers \$14,706.74

Also offering to clean and disinfect the supply and return air ducting for \$480 as a separate service.

The quote for Gosch Plumbing & Heating is \$547.06 lower than Cresco Heating and Vent for a smaller system.

Please see the attached explanation from Gosch why he quoted why he did. We did reach out to Cresco Heat for their reasoning and haven't heard back yet.

50% down payment

Cresco Heat and Vent
112 2nd St W
Cresco, IA 52136
(563) 547-2982



Quote

Quote Date	01/13/2023	Quote No	207	Salesperson	
				Randy Sabelka	
Customer			Work to be Performed at		
CITY OF CRESCO -THEATRE 115 2ND AVE W CRESCO, IA 52136			CITY OF CRESCO -THEATRE 115 2ND AVE W CRESCO, IA 52136		
Work Requested					
Goodman Replacement Option					
Description					Amount

2-Goodman 80,000btu 96% gas furnaces *GMV9L? GMVC960804CN?*

2-Goodman 3.5ton 14seer condensers

Matching A-coils

Adapt to existing suply and return ducting

Gas piping of equipment

PVC venting and drain piping

Wiring of equipment

Labor and materials

15,253.80

Big

Signature: _____ Date: _____

Single Stage

Prices good for 10 days. Signed copy and down payment needed to lock in price and to secure a spot on our schedule.

Price does not include tax. No discounts allowed on quotes. If paying by credit card there will be a 3.5% additional charge. Thank You.

Quote Total: 15,253.80

50% down payment

Cresco Heat and Vent
112 2nd St W
Cresco, IA 52136
(563) 547-2982



Quote

Quote Date	01/13/2023	Quote No	205	Salesperson	Randy Sabelka
Customer			Work to be Performed at		
CITY OF CRESCO -THEATRE 115 2ND AVE W CRESCO, IA 52136			CITY OF CRESCO -THEATRE 115 2ND AVE W CRESCO, IA 52136		
Work Requested					
Lennox Replacement Option					
Description					Amount

2-Lennox 70,000btu 96% gas furnaces	
2-Lennox 3.5ton 14seer condensers	
Matching A-coils	
Adapt to existing supply and return ducting	
PVC venting and drain piping	
Gas piping of equipment	
Wiring of equipment	
Labor and materials	16,333.30

Signature: _____ Date: _____

Prices good for 10 days. Signed copy and down payment needed to lock in price and to secure a spot on our schedule. Price does not include tax. No discounts allowed on quotes. If paying by credit card there will be a 3.5% additional charge. Thank You.

Quote Total: 16,333.30

Gosch's

1-11-23

City of Cresco
130 North Park Place
Cresco, IA 52136
563-547-3101

Champlin Hall Furnaces

Remove and dispose of existing two furnaces that heat Champlin Hall price includes:

- Disposal of furnaces **60K BTU**
- 2-Goodman GMEC960603BN
- Install return air support boxes with 16x25x2 filter rack
- Sheet metal transition from new furnace to existing duct
- Hook back to existing PVC fresh air and exhaust
- Hook back to existing electrical
- Condensate connections
- iO-TWIN universal twinning kit
- Gas connections
- Wire both furnaces to be controlled by one thermostat
- Misc. material
- Our labor

Goodman GMEC96060:

- Up to 96% efficient
- Two-stage gas valve
- Multi-speed ECM motor. 900 CFM
- Aluminum primary heat exchanger and stainless secondary heat exchanger
- 20 year warranty on the heat exchanger and 5 year on all parts (commercial warranty)

\$5950.46 installed contract, tax exempt.

If bid is accepted, we need to collect \$4000.00 up front with remaining due upon completion of the work.

Clean and disinfect the supply and return air ducting: \$480.00 contract price.

Gosch's carry a one year workmanship warranty.

Thank You

David Gosch

Gosch's Plumbing and Heating, 563-547-4392

License #3840

Total \$14706.74

Gosch's

1-11-23

City of Cresco
130 North Park Place
Cresco, IA 52136
563-547-3101

Champlin Hall Air Conditioners

Install new air conditioners for Champlin Hall's new furnaces, price includes:

- Disposal of equipment
- Outdoor pad
- Lineset
- Brazing and nitrogen
- Press tool and fittings
- Condensate material
- Low voltage wiring
- Misc. material
- Our labor

2-GSX16024: non-communicating, single stage condenser

- Goodman 2 Ton, 16 SEER, 410A condenser and cased coil
- 5-year warranty on condenser and coil

\$8756.28 installed contract price.

If bid is accepted, we need to collect \$5000.00 up front with remaining due upon completion of the work.

Gosch's carry a one year workmanship warranty.

**Thank You
David Gosch**

**Gosch's Plumbing and Heating, 563-547-4392
License #3840**

Gosch's explain

1-11-23

City of Cresco
130 North Park Place
Cresco, IA 52136
563-547-3101

Champlin Hall HVAC Summary

Looking over the existing HVAC system for Champlin Hall I discovered many of the reasons utility cost are out of line. The furnaces and the ACs are too big for the existing duct work installed in the basement. Paired that with an undersized filter will cause the furnace/AC to short cycle and cause high energy bills and an all around uncomfortable space to be in.

Current CFM breakdown:

75,000 Btu furnace = 1125 CFM

3.5 Ton AC = 1400 CFM

You should have ducting (supply/return) that will match this output.

Existing ducting 20x8 = 750 CFM

Existing filter 20x20 = 800 CFM

Total basement HVAC load (combined system):

Heating 150,000 Btu's

Cooling 7 Tons. Note: Champlin Hall can hold roughly 153 people. 153 people at rest count for 200 Btu's of heat gain. $153 \times 200 = 30,600$ Btus. $30,600$ divided by $12,000 = 2.5$ Tons of cooling needed. Factor in lights, equipment, etc. it is closer to 3-4 tons. Not 7. Designed wrong with original equipment.

This type of installation leads to a loud running furnace, less comfort in area we are heating/cooling, and short cycling which leads to higher utility bills.

Proposed solution:

60,000 Btu furnace = 900 CFM

2 Ton AC = 800 CFM

Existing duct 20x8 = 750 CFM

New filter located under the blower 16x25x2 = 1200 CFM

Total Proposed Basement HVAC load (combined system):

Heating 120,000

Cooling 4 tons

Yes, the ducting may still be less for CFM airflow, but we will have a furnace that will run longer cycles and provide a more comfortable and quieter space for those that rent the hall.

I propose twinning the two furnaces together to run at the same time and relocate one thermostat on one of the center posts. This will also make for a more comfortable space all around.

Planning & Zoning Appointment Form

TO: CRESCO CITY COUNCIL

RE: Appointment/Reappointment

We, the Planning and Zoning Commission for the City of Cresco, recommend that the City Council

1. _____ Appoint (Name) _____
(To replace _____)

2. Reappoint (Name) Kris Omar

to the planning and zoning commission.

Term to run from January 2023 to expire June 30 2025

Contact Info:
(Address)

229 2nd Ave W
Cresco, IA 52336

Phone:

563-203-0273 (ok to list on website? Yes / No)

Email:

_____ (ok to list on website? Yes / No)

Signed

Date

Chairman

<u>Richard A. Stone</u>	<u>1/18/23</u>
<u>[Signature]</u>	<u>1/18/23</u>
<u>[Signature]</u>	<u>1/18/23</u>
<u>Melissa Coulson</u>	<u>1/18/23</u>
<u>Kris Balk-Omar</u>	<u>1-18-23</u>
_____	_____
_____	_____

Planning & Zoning Appointment Form

TO: CRESCO CITY COUNCIL

RE: Appointment/Reappointment

We, the Planning and Zoning Commission for the City of Cresco, recommend that the City Council

1. _____ Appoint (Name) _____

(To replace _____)

2. Reappoint (Name) Dick Schorr

to the planning and zoning commission.

Term to run from January 2023 to expire June 30, 2025

Contact Info:
(Address)

904 7th Ave E
Cresco, IA 52136

Phone:

563-547-4778 (ok to list on website? Yes / No)

Email:

_____ (ok to list on website? Yes / No)

Chairman

Signed

Date

[Signature]

4/18/2023

[Signature]
Mike Coulson

4/18/23

6/18/23

[Signature]
Richard Schorr

4/18/23

[Signature]
Kris Bank-Owens

4-18-23

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT FOR WITH BOLTON & MENK, INC

WHEREAS, the City of Cresco requires professional services in conjunction with future airport planning, engineering, and construction services at the Cresco Municipal Airport.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized and directed to sign the Professional Services Agreement with Bolton & Menk, Inc. of Cedar Rapids, 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 Professional Services Agreement with Bolton & Menk, Inc. is approved and that the Mayor is authorized to execute the agreement on behalf of the City of Cresco.

PASSED AND APPROVED THIS 23RD DAY OF JANUARY, 2023.

BY: _____
Mayor David J. Brenno

ATTEST: _____
City Clerk Michelle Elton

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
AIRPORT PLANNING, ENGINEERING AND CONSTRUCTION SERVICES**

**CRESCO MUNICIPAL AIRPORT (CJJ)
CITY OF CRESCO, IOWA**

This Agreement made this ____ day of January 2023, by and between the City of Cresco, 130 N Park Place Cresco IA 52136 hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 401 1st Street SE, Suite 201, Cedar Rapids, IA, 52401, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional services in conjunction with future airport planning, engineering and construction services as listed in the ACIP for the Cresco Municipal Airport and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION 1 - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in future Work Orders.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in subsequent Work Orders or as described in Paragraph 4.B and the associated Work Order may be revised accordingly through a mutually agreed addendum.

SECTION 2 - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section 3 of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret, and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the Project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit A.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION 3 - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the applicable Exhibit I Schedule of Fees ("Schedule of Fees") attached to each future Work Order for the time spent in performance of Agreement services or as otherwise explicitly described in the future Work Order or Addendum for the specific assignment.
2. Additional Services as outlined in Section 1.B and 4.B will vary depending upon project conditions and will be billed in addition to the agreed compensation in each Work Order.
 - a. Construction Services

The CONSULTANT and CLIENT agree that the duration of the construction activity is dependent upon factors that are outside of the control of the CONSULTANT, such as weather, site conditions, contractor experience, contractor expertise, contractor scheduling and contractor efficiency. When the extent of these construction services beyond the control of the CONSULTANT occurs, the CLIENT agrees that the CONSULTANT will be reimbursed for additional Construction Services in excess of the budget stated in the Work Order. Compensation shall be based on the standard hourly rate for the individuals providing services on the project.
3. Basic Services as outlined in each Work Order will vary depending upon project conditions and will be billed in accordance with the rate schedule attached to the Work Order. Hourly rates may be adjusted by CONSULTANT, on an annual basis thereafter to reflect reasonable changes in its operating costs, or as may be appropriate for a specific Work Order. Adjusted rates will become effective on January 1st of each subsequent year; or, upon mutual agreement of the parties and inclusion in a Work Order, upon execution of that Work Order
4. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
5. Reimbursable rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above fees include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
6. Reimbursable Direct Expenses: Except for those expenses identified in Paragraph 3.A.5, any expenses required to complete the agreed scope of services or identified in this paragraph will be listed separately on the invoice, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, subject to any limit set forth in Section 3 or any Work Order.

7.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, its authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

SECTION 4 - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in this Agreement, any Work Order or Addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. Except for Additional Services required to address emergencies or acts of God that impact the Project, the CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work. Any change will be memorialized in writing and executed, either as an Addendum to this Agreement or the affected Work Order; or issuance of a new Work Order for the Additional Services.

C. LIMITATION OF LIABILITY

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.
2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT'S liability insurance policies.
3. General Liability of CLIENT. To the fullest extent permitted by law CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible

property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.

4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.
5. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.
6. CLIENT waives all claims against individuals involved in the services provided by CONSULTANT under this Agreement and agrees that any claim, demand, or suit shall be directed/asserted only against the CONSULTANT's corporate entity.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide

limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.

6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of any Work Order or Addendum or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).

2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third-party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the project associated with any particular Work Order or Addendum or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect after written authorization to proceed is issued by CLIENT via signature of this agreement in perpetuity until the provisions of Paragraph 4.L is invoked upon mutual agreement of both parties.

K. HAZARDOUS MATERIALS

1. Except as expressly stated in a specific Work Order, the parties acknowledge that CONSULTANT'S Services do not include any services related to Constituents of Concern. If CONSULTANT or any other party encounters, uncovers, or reveals a Constituent of Concern at the Project site or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of the CONSULTANT's services, then CONSULTANT may, at its option and without liability for consequential or any other damages: 1) suspend performance of Services on the portion of the Project affected thereby until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove such materials, and warrant that the site is in full compliance with applicable laws and regulations; or, 2) terminate the applicable specific Work Order for cause if it is not practical to continue providing Services.
 - a. Constituent of Concern is defined as asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

L. TERMINATION

1. For Cause: This Agreement or any Work Order may be terminated by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.
 - a. For termination by CONSULTANT, Cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control.
 - b. Notwithstanding the foregoing and with consent of terminating party, this Agreement will not terminate under paragraph 4.L.1 if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
2. For Convenience: This Agreement or any Work Order may be terminated for convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. The notice of termination shall identify the individual Work Order being terminated, or if the terminating party intends to terminate the entire Agreement the notice shall so state. This Termination process shall apply only to those elements expressly identified in the notice.
4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section 3 of this Agreement. Upon receipt of payment,

CONSULTANT shall deliver, and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph 4.H.

5. In event of termination by CLIENT for cause, CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination and, upon receipt of payment, CONSULTANT shall deliver to CLIENT and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to the provisions of Section 4.H. All other matters will be resolved in accordance with the Dispute Resolution clause of this Agreement.

M. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

N. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from award or making of this Agreement.

O. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

P. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section 4 and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

S. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

T. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

U. CONFLICT OF INTEREST

The CONSULTANT certifies that it does not presently have an interest in real estate, development proposals or have a client with development proposals or real estate interests which are located in the City of Cresco, or which will directly benefit or be affected by the Project. Furthermore, the CONSULTANT agrees that it will not acquire interest in any real estate or development proposals or accept a contract with any client owning real estate or having a development proposal in the City of Cresco or which will be directly affected or benefitted by the Project without first notifying and discussing said interest or contract with the CLIENT.

SECTION 5 - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

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

CLIENT: City of Cresco, IA

CONSULTANT: Bolton & Menk, Inc.

Mr. Dave Brenno Mayor

Mr. Ronald A. Roetzel Principal

Attest:

Mr. Michelle Elton City Clerk

Address for giving notice:

Address for giving notice:

401 1st Street SE, Suite 201
Cedar Rapids, IA 52401

CLIENT's Representative with authority for
ordering engineering services and transmitting
instructions:

Attachment: Exhibit I, "Federal Contract Provisions Attachment"

City Hall/Fitness Center Copier Lease

Marco cost is \$10.45/mo more than Access Systems.

City Hall and the Cresco Fitness Center are both recommending staying with Marco due to satisfaction with machines, response time, hassle and cost of returning machines (estimated \$600/machine).

Access will provide up to \$1000 to return the machines. Even with the credit, we would still potentially look at \$800 still to return them plus the hassle. The price savings is \$107.36 over the course of the contract to stay with Marco. We currently pay \$570/mo for the 3 machines.

Access 60 month term 5% annual increase

Year 1 $\$331.55 \times 12 = \$3,978.60 + \$1,800 \text{ shipping} = \$5,778.60 - \$1,000 \text{ (shipping reimburse)} = \$4,778.60$

Year 2 $\$348.13 \times 12 = \$4,177.56$

Year 3 $\$365.54 \times 12 = \$4,386.48$

Year 4 $\$383.82 \times 12 = \$4,605.84$

Year 5 $\$403.02 \times 12 = \$4,836.24$

TOTAL 5 YEAR (ESTIMATED) \$ 22,784.72

Marco 60 month term 5% annual increase

Year 1 $\$342 \times 12 = \$4,104.00$

Year 2 $\$359.10 \times 12 = \$4,309.20$

Year 3 $\$377.06 \times 12 = \$4,524.72$

Year 4 $\$395.91 \times 12 = \$4,750.92$

Year 5 $\$415.71 \times 12 = \$4,988.52$

TOTAL 5 YEAR (ESTIMATED) \$ 22,677.36

City of Cresco (CC150)

Account Review 1/9/2023

Copier Contract Review:

- In April 2018, the City of Cresco leased (3) new KM Bizhub Color multi-functions to replace Ricoh at the Fitness Center, Ricoh at Parks & Rec Office, & the Bizhub C284e at City Hall
- Current contracted cost is \$1,712.55 per quarter for the 3 units and the service agreement, which includes 69,600 B/W pages and 14,400 Color pages Annually
- If overages were factored in on an average per quarter basis, this would increase the quarterly expenditure an additional \$93.20 – making expenditure over \$1,800 per quarter currently
- This past year were the “high-water” marks for usage with almost 129,000 B/W & 14,500 Color
- Average Annual usages during the first 4 Years was 94,854 B/W & 13,130 Color
- Average Annual usages during the past 3 Years was 104,484 B/W & 12,785 Color
- I took meters from FM Audit for 1/8/2023 – and you are on pace for 104,200 B/W & 13,500 Color; with those estimations, the 5 Year Averages would be 96,725 B/W & 13,205 Color

End of Term Contract Terms & Conditions:

- As City of Cresco nears the end of term, Letter of Intent would be due no less than 90 days from end of term date of 4/19/2023. This Letter of Intent purpose serves as a notice of intent not to have the contract renew. There are (3) options available:
 - Intend to return the equipment & you timely return the equipment, at your expense to designation of the lease company's choosing
 - Have the Option to Buy-Out the Lease to Keep
 - Intend to lease new equipment

Upgrade/Replacement Options:

- Replace existing systems with comparable replacements – BH C300i at City Hall, BH C300i at Fitness Center, & BH C3350i for Park and Rec Department – equipped the same as current devices
- Increase the Annual B/W Volume included in the lease and possibly lower Color Allowances, to near the past average usages have been
- Consider adding additional printers to the agreement – and determine if new printers would be needed to fit your needs of any City Office that is using single function print devices (seen Brother & Epson on FM Audit and City Hall has the Lexmark XM5163 unit)
- Determine whether you wish to stay on quarterly payment plan or switch to monthly billing

** Confidential Information Not to be Shared or Distributed **



Replacement Options/Configurations:

- **City Hall:** BH C300i – 30-ppm Full Color MFP, Dual 500-Sheet Paper Trays, 2500-Sheet Large Capacity Tray, Inner Staple Finisher, & 2/3 Position Hole Punch
- **Fitness Center:** BH C300i – 30-ppm Full Color MFP, Dual 500-Sheet Paper Trays, 2500-Sheet Large Capacity Tray, Fax Kit, & Job Shift Tray
- **Park & Rec Department:** BH C3350i – 35-ppm Full Color MFP, Dual 500-Sheet Paper Trays
 - **60 Month MAP Contract.....\$1,026 Quarterly**
 - **60 Month MAP Contract.....\$342 Monthly**
 - Either Agreement includes 96,000 B/W & 14,004 Color Annually (8,000 B/W & 1,167 Color monthly)
 - Overages Billed Annually over 96,000 B/W & 14,004 Color at .0045 B/W & .039 Color per page
- **David Andera is your Service Technician – proud Citizen of Cresco and member of the Cresco Fitness Center. Service calls were below average, and Response Time was less than 2.7 Hours (and except for 1 phone support service call) was under 1 Hour Response Time!! There were 3 service calls on the devices and 12 total toner orders processed – either via Marco Supply Team or customer placed.**

Account Review/Upgrade Acceptance:

Accepted by: _____ Date: _____

By signing this proposal, you are authorizing Marco Technologies LLC to order, install and invoice the above listed equipment.

**** Confidential Information Not to be Shared or Distributed ****

Proposed Solution: Equipment (SHARP) City Hall

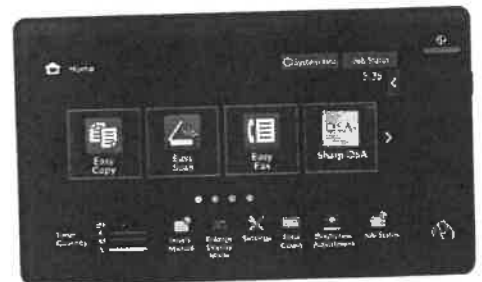
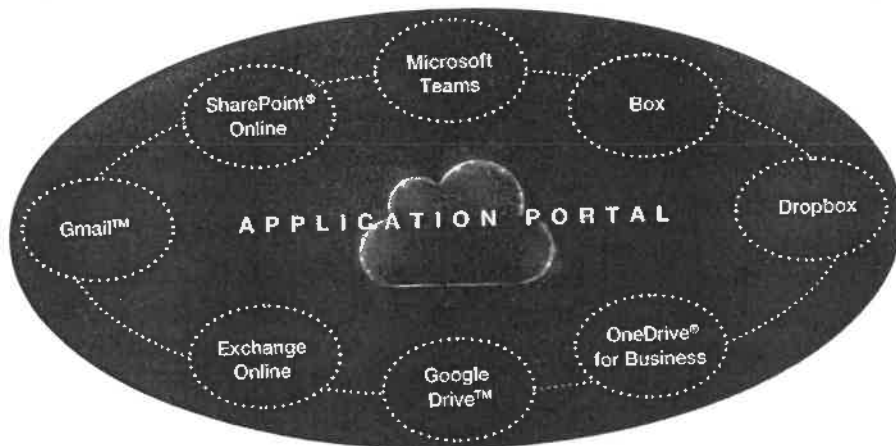
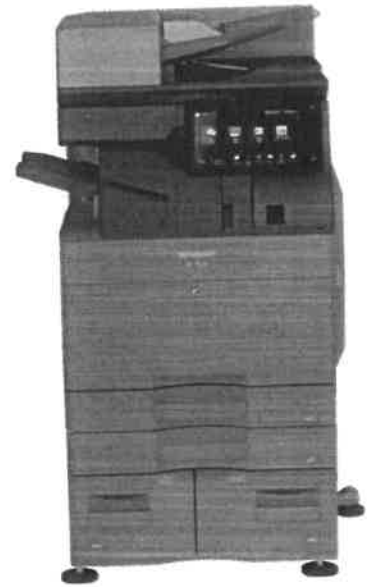
Sharp BP-70C31: Advanced Series Color Copier

Accessories:

- 2 x 550-Sheet Trays + 2,100-Sheet Tandem Trays
- Internal Staple Finisher
- Retractable Full-Keyboard

Specs:

- 31ppm Copy/Print Speed
- Single Pass Duplex Scanning
 - Up to 280 images per minute!
 - OCR & Blank-Page Skip
- True Adobe Postscript + Adobe Print Engine
- Pantone Color Matching
- 10" Touch Screen Display
- 1,200 x 1,200 dpi
- Scan to Network Folder & Email + Cloud Applications



Proposed Solution: Equipment (SHARP) **Fitness Center**

Sharp BP-50C31: Essentials Series Color Copier

Accessories:

- **2 x 550-Sheet Trays + 2,100-Sheet Tandem Trays**

Specs:

- **31ppm Copy/Print Speed**
- **Auto-Reversing Duplex Scanning**
 - Up to 80 images per minute!
 - Blank-Page Skip
- **Adobe Print Engine**
- **Pantone Color Matching**
- **10" Touch Screen Display**
- **1,200 x 1,200 dpi**
- **Scan to Network Folder & Email**



Parks & Rec

Sharp MX-C303W: Desktop Color Copier

Accessories:

- **2 x 550-Sheet Paper Trays**

Specs:

- **30ppm Copy/Print Speed**
- **Single-Pass Duplex Scanning**
- **True Adobe Postscript**
- **7" Touch Screen Display**
- **1,200 x 1,200 dpi**
- **Scan to Network Folder & Email**



Proposed Solution: Financials (SHARP)

60-month Bundled Lease & Service

\$331.55/month

Includes \$10/month Supply Shipping Charge

Included Volume Allowances:

Full Size Copiers – BP-70C31 & BP-50C31

- **B/W – 10,500 pages per month (126,000/year)**
 - *Overages charged annually @ \$0.0039/page*
- **Color – 1,100 pages per month (13,200/year)**
 - *Overages charged annually @ \$0.034/page*

Desktop Copier – MX-C303W

- **B/W – 300 pages per month (3,600/year)**
 - *Overages charged annually @ \$0.012/page*
- **Color – 100 pages per month (1,200/year)**
 - *Overages charged annually @ \$0.065/page*

- **Access Systems Agreement Includes:**

- ***60-month Bundled Equipment Lease & Service***
- ***All Parts, Labor, Toner, and Supplies Included***
 - *Guaranteed 4-hr Service Response (2.3-hour average)*
 - *Auto-Toner Replenishment with OEM Toner*
- ***Delivery, Install, & End-User Training***
- ***UP TO \$1,000 reimbursement for return shipping of existing Marco Copiers***

RESOLUTION NUMBER _____

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO A 60-MONTH COPIER LEASE AGREEMENT FOR
CITY HALL, FITNESS CENTER, AND PARK & REC**

The City Council of the City of Cresco met in regular session on January 23, 2023 at 5:30 P.M. Council Member _____ moved the adoption of the foregoing Resolution Authorizing the Mayor to enter into a 60-MONTH COPIER LEASE AGREEMENT for copiers at City Hall, Fitness Center and the Park & Rec office with _____. 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 60-month copier lease agreement dated January 23, 2023, between the City of Cresco and _____ is approve and that the Mayor is authorized to execute the agreement on behalf of the City of Cresco.

PASSED AND APPROVED THIS 23RD DAY OF JANUARY, 2023.

BY: _____
Mayor David J. Brenno

ATTEST: _____
City Clerk Michelle Elton