

NOTICE AND CALL OF PUBLIC MEETING

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA
DATE OF MEETING: NOVEMBER 15, 2021
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: BRENNON, McCONNELL, FORTUNE, BOUSKA, CARMAN

OATH OF OFFICE: Richard McConnell, Council-At-Large

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 November 1, 2021
4. Approval of Application for Tax Abatement under the Urban Revitalization Plan for Shay Curtin
5. Approval of Parade Permit for Portions of 3rd Avenue and North Elm Street for the Santa's Holiday Parade on November 26, 2021

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:

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

1. Public Hearing to Enter into a New Contract with Hawkeye Sanitation for Solid Waste Disposal and Recycling Services
2. Resolution Authorizing the Mayor and City Clerk to Enter into an Agreement for Recyclable and Non-Recyclable Waste Collection Services with Hawkeye Sanitation Inc
3. Wayne Maas to Discuss a Proposal to Build a Base of Operations at the Cresco Airport
4. Review Bids for Land Lease Agreement for the Airport Farmland
5. Resolution Authorizing the Mayor and City Clerk to Enter into a Farm Lease Agreement
6. Resolution Authorizing the Mayor to Sign an Engineering Services Agreement with Clapsaddle-Garber Associates, Inc
7. Review and Possible Award of Contract for new Air Conditioners at the Fitness Center

8. Abstract of Votes as Certified by the Board of Supervisors of Howard County, in the State of Iowa
9. Discuss David Brenno's Letter of Resignation from the Council Effective December 31, 2021
10. Motion to Publish a Notice of Intent to Fill the Council Position by Appointment
11. Discuss Mayor Pro-Tem Responsibilities and Rate of Pay
12. Resolution Approving the City Street Finance Report and Authorizing the City Clerk to File with the Iowa Department of Transportation
13. Resolution Determining the Necessity and Fixing Date for a Public Hearing on the Matter of the Adoption of a Proposed Amendment No. 1 to the Amended and Restated (2016) Cresco Urban Revitalization Plan for the Cresco Urban Revitalization Area
14. Resolution Authorizing the Mayor to Sign an Engagement Letter with the Law Offices of Anderson, Wilmarth, Van Der Maaten, Belay, Fretheim, Gipp, EVELSIZER OLSON, Lynch & Zahasky
15. Resolution Authorizing the Mayor to Enter into an Information Technology Services Agreement - Statement of Work with Solutions, Inc.
16. Resolution Authorizing the Mayor and City Clerk to Enter into a 28E Agreement with Northeast Iowa Community Action Corporation
17. Set Public Hearing to Amend Chapters 105.10, 105.14, 106.02, and 106.08(1) in the City of Cresco Code of Ordinances Pertaining to Fees for Recyclable and Non-Recyclable Waste
18. First Reading of Summary of Proposed Ordinance 492 Amending the Code of Ordinances of the City of Cresco, Iowa, by Amending Chapters 105.10, 105.14, 106.02, and 106.08(1) Pertaining to Fees for Recyclable and Non-Recyclable Waste
19. Memorandum of Agreement between the City of Cresco and Howard County Regarding Changes in Precinct and Ward Boundaries
20. Set Public Hearing to Amend Chapter 3.01(2), 3.02 and 3.03 in the City of Cresco Code of Ordinances Pertaining to Voting Precincts and Wards
21. First Reading of Summary of Proposed Ordinance 493 Amending the Code of Ordinances of the City of Cresco, Iowa, by Amending Chapter 3.01(2), 3.02 and 3.03 Establishing New Voting Precincts and Wards within the City of Cresco, Iowa
22. Discuss Issues Regarding COVID-19 Pandemic

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 NOVEMBER 12, 2021.

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

You are hereby notified that the City Council of the City of Cresco, Iowa, will hold a Public Hearing on the 15th day of November, 2021, in Council Chambers at City Hall. At this meeting the Council proposes to enter into a five-year Agreement for Refuse Collection Services with Hawkeye Sanitation, Inc.

This hearing will be conducted during a regular Cresco City Council Meeting starting at 5:30 pm.

Any resident of Cresco wishing to be heard concerning the reasons for, or objections to, the agreement must appear at said hearing and voice your opinions or submit your comments in writing prior to the public hearing.

BY ORDER OF THE CITY COUNCIL OF CRESCO, IOWA



City Clerk Michelle Elton

Mayor Pro-Tem Bouska called the Cresco City Council meeting to order on November 1, 2021, at 5:30 pm. Council Members Brenno, McConnell, Fortune, Bouska, and Carman were present. No council members were absent.

City Clerk Elton reported that Mark Bohle resigned from his position as Mayor on October 29, 2021 due to health conditions. He thanked everyone for the support and stated that he enjoyed working with the various councils, staff, and the public over the past 12 years. The Council appreciated his years of service and wished him the best.

Carman made the motion to approve the consent agenda which included approval of the: agenda; claims; minutes from October 18th meeting; street closing permit for portions of 3rd Ave W, 2nd St W, alley between 3rd Ave W and 4th Ave W, and North Elm St for United Methodist Church Swiss Steak Dinner on November 22, 2021. McConnell seconded and it passed all ayes.

Public Works Director Widell reported (a) Skyline is doing a point repair on the sanitary sewer in the alley behind CUSB. This was identified as the most critical repair by the CIT inspection. The storm sewer and intake is also being replaced since it crumbled when they started working on it. They will let it settle over the winter and will pour concrete next spring; (b) concrete projects should be completed this week. The City Hall sidewalk is the final project and entailed moving the intake and reshaping the street to try to help with the ponding in the intersection; (c) Northway Well has been trying to remove a pipe that is at the bottom of Well #3 but all attempts have been unsuccessful. The DNR is allowing us to leave it there and just finish re-casing the well. It will take about 4 more weeks to complete.

Police Chief Ruroden submitted the October report. He's still working on the conditional offer made to the officer from Oregon. They will be conducting three interviews this week.

City Clerk Elton reported (a) Brian Balk is retiring from the fire department after 30 years. Everyone thanked him for his dedication and years of service; (b) Firefighter's Pancake Supper is tomorrow night with dine-in or carryout options available; (c) started working on the budget to distribute to department heads for their initial requests; (d) working with Pat Callahan on cash flow projections for the CIP; (e) working with Ahlers & Cooney on the amendment to the Tax Abatement program; (f) had an IPERS audit last week and will have a workers comp audit this week; (g) working with Julie Chapman on new maps for the wards based on the census. The boundaries affect the County Supervisors and the City Council Members so Julie is doing most of the work; (h) computers are starting to come in from the IT Grant we received. Wendy will be doing the grant reporting and setting up the computers; (i) there are 29 additional projects on my list to do.

Mayor Pro-Tem Bouska asked for comments from the audience and there were none.

Police Chief Tim Ruroden requested an extension of time to use his vacation carryover due to staff shortages the past two years. Carman made the motion to allow the Police Chief an extension to use his 136 hours of vacation, so by December 31, 2022 he needs to be down to 120 hours. Fortune seconded and it passed all ayes.

Carman made a motion to set the Public Hearing for November 15, 2021 to enter into a five-year contract with Hawkeye Sanitation for solid waste disposal and recycling services. Bouska seconded and it passed all ayes.

The Wellmark BC/BS renewal premium, including the City's self-funding premiums, increased 6.32% with the same coverage, deductible, and out-of-pocket. Brenno made a motion to approve the resolution authorizing the City Clerk to sign the health insurance contract renewal with Wellmark Blue Cross/Blue Shield. McConnell seconded and it passed all ayes.

The water meters need to be upgraded since they no longer make the ones we have and we are almost out of our inventory. There is a one-time fee of \$3,500 to set up our accounting software to interface with the Badger Beacon Software. Brenno made a motion to approve a resolution authorizing the City Clerk to sign the agreement with gWorks for the Software Update. Fortune seconded and it passed all ayes.

McConnell made a motion to approve a resolution extending the deadline for employees to obtain Water and Wastewater Certifications until June 30, 2022. Fortune seconded and it passed all ayes.

Carman reported that the positivity rate for Howard County is 10% for COVID-19 so it is very active in the schools and community. All three vaccinations are available for the public and hopefully will soon be able to give Pfizer shots to 5-11 year olds. Four deaths in the county in the past month are attributed to COVID.

Carman moved to adjourn the Council Meeting at 5:44 pm. Brenno seconded and it passed all ayes. The next regular Cresco City Council meeting will be November 15, 2021, at 5:30 pm at Cresco City Hall.

Mayor Pro-Tem Amy Bouska

City Clerk Michelle Elton

Following is a list of claims approved for payment:

ALLIANT	Elect	476.03	NC LAB	Chems	202.58
BARCENAS,ADRIAN	DpAp	80.00	O'HENRY'S	Unif	96.05
BLACK HILLS	Gas	1,936.32	PAYROLL		70,152.50
BLUE,MICHAEL	DpAp	50.31	PETTY CASH	Supp	106.88
BODENSTEINER	Supp	18.32	POSTMASTER	Postage	564.43
BRUENING	Sand	5,212.95	PRINCIPAL LIFE	Ins	107.90
BULS,ALEX	DpAp	80.00	REMPFER,BECKY	DpAp	80.00
CARRICO	Chems	752.31	RYAN,MCKENZIE	DpAp	80.00
CERTIFIED LAB	Grease	427.95	SCHMIDT,BRIAN	DpAp	68.54
CITY OF CRESCO	Ins	4,069.32	SEEBACH,ANN	DpAp	50.97
CITY OF CRESCO	Util	1,413.25	SLIFKA,HUNTER	DpAp	80.00
COMPASS	Salt	9,100.05	SOLUTIONS	Srvc	57.50
CREATIVE PROD	Supp	330.19	STRICKELL,DALTON	DpAp	50.97
CR CHAMBER	Tourism	2,000.00	TRUENORTH	Ins	399.00
CR SHOPPER	Ads	468.10	VERIZON	Wireless	477.29
CR TPD	Notice	201.76	WALTON,TIMOTHY	Srvc	150.00
CROELL	Supp	517.50	WHKS	Engr	7,015.13
CULLIGAN	Srvc	108.11	WILBERDING,MORGAN	DpRf	80.00
DC COMM	Phone	22.09	WILSON TREE	Srvc	499.70
DELUXE ECHOSTAR	Movie	80.00	WILSON,MIKE	Movie	300.00
DM REGISTER	Subs	293.03	WINDSTREAM	Phone	849.01
ECONO SIGNS	Signs	394.28	WRICH,PENNY	DpAp	50.97
EMPL BEN SYS	Fees	224.00	YEAZLE,NATHAN	DpAp	80.00
FARMER,ALEXANDRA	DpAp	80.00	ZIEGLER	Parts	273.36
FRANKLIN,DODD	DpAp	44.19	GENERAL		53,387.98
FRETHEIM,KYLE	DpAp	48.94	HOTEL/MOTEL TAX		2,000.00
GALLS	Unif	130.90	LOST PROJ		2,420.60
GEO THERMAL	Srvc	2,500.00	NUISANCE		1.55
GILLETTE PEPSI	Conces	289.25	FIRE STATION BLDG		128.68
GOSCH,JOSEPH	DpAp	80.00	CR COMM FIRE		879.86
GOSCH'S	Furnace	2,420.60	ROAD USE TAX		27,297.76
HENKES,DARIC	DpAp	68.70	EMPL BENE		1,168.29
HENRY,LAWRENCE	DpAp	80.00	PARK TRUST		2,500.00
IA MUNICIPAL	Dues	1,168.85	WATER		7,939.36
IA ONE CALL	OneCalls	54.00	WATER DEP		1,574.72
KENNEDY,JESSE	DpAp	80.00	SEWER OP		11,038.38
KESSEL,PERRY	DpAp	80.00	SEWER PROJ		1,140.00
KEYSTONE LAB	Analys	399.50	CAP IMPR		8,183.52
KILARSKI,LAURIE	DpAp	73.75	YARDWASTE		718.65
LINDERMAN,BETTY	DpAp	50.48	EXPENDITURES		120,379.35
MEHMERT TILING	Srvc	2,500.00	Revenues 10/19-11/1/21		177,847.81
MEINECKE,JEFF	Supp	44.64			
MITTELSTADT,ROBERT	DpAp	56.90			

APPLICATION FOR TAX ABATEMENT UNDER THE
URBAN REVITALIZATION PLAN FOR

CRESKO, IOWA

Date 8.1.21

Prior Approval for
Intended Improvements

Approval of Improvements
Completed

Address of Property: 114 3rd St SW Cresco, IA

Legal Description: South 179 1/2' of Lot 11 + East 25' of Lot 10
in Block 37 of Baldwin's Addition

Title Holder or Contract Buyer: Shay Curtin

Address of Owner (if different than above): _____

Phone Number (to be reached during the day): _____

Property Use: Residential Multi-Residential Commercial

Nature of Improvements: New Construction Rehab/Addition General Improvements

Specify: Build a Shop 80' x 100'

Estimated or Actual Cost of Improvements: _____

Estimated or Actual Date of Completion: 10/31/21

If applicable, the name(s) of the tenants (if different than the owner) that occupied the property on November 3, 2008: _____

Signed: Shay Curtin

Tax Exemption Schedule:

Residential: 100% exemption on the first \$75,000 of actual value added for 3 years.

Multi-Residential/Commercial: 100% exemption of actual value added for 3 years.

STREET CLOSING/PARADE PERMIT

Application Date: 11/2/21 Name: Creslo Area Chamber of Commerce

Mail to Address: 101 2nd Ave SW Creslo, IA 52136

Phone Number: 563-547-3434

List Streets to Close or Parade Route: 3rd Ave from 7th St. E to N. Elm St. and N. Elm St. from 3rd Ave to 1st Ave. Lineup on 3rd Ave. starts at Fitness Ctr. and ends downtown

Reason for Closure: _____

Event Date: 11/26/21 Time: (from) 3:30 pm (to) 5:00 pm

Signature of Applicant:  Parade starts @ 4 pm

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.

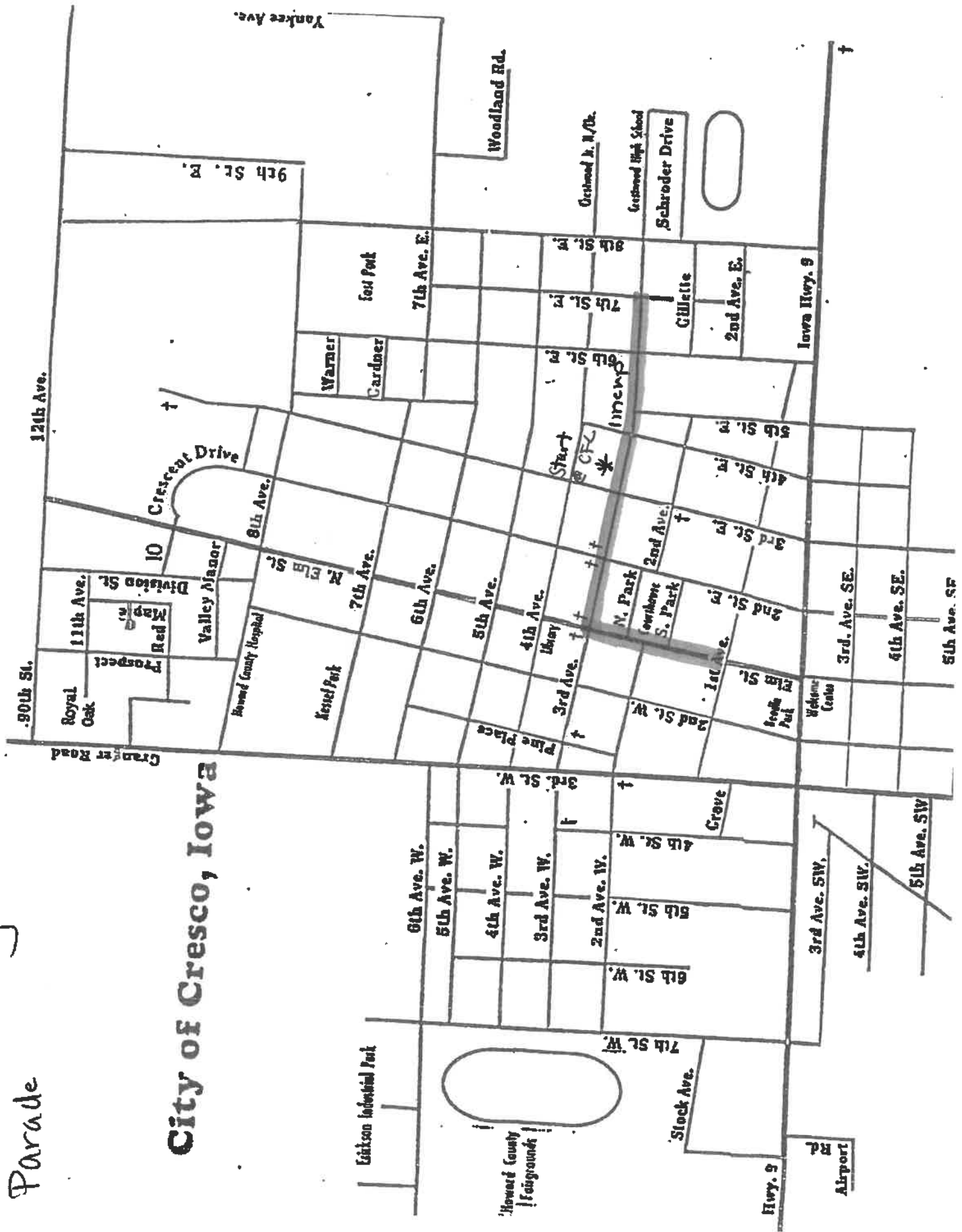
City Council
Date Approved: _____

Signature: _____

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

2021 Santa's Holiday
Parade

City of Cresco, Iowa



**CITY OF CRESCO
CASH & INVESTMENT BY FUND
AS OF OCTOBER 31, 2021**

	CASH BALANCE	MONEY MKT BALANCE	CD BALANCE	OTHER BANK BALANCE	FUND BALANCE
001	General Fund	33,548.69	768,400.00	700,000.00	1,501,948.69
001	General Fund - Theatre	-	-	4,882.45	4,882.45
001	General Fund - Credit Card Processing	-	-	3,500.00	3,500.00
001	General Fund - RAGBRAI	-	8,985.11	-	8,985.11
002	General Fund-Hotel/Motel	224.99	19,000.00	10,000.00	29,224.99
022	Local Option Tax Project	431.27	911,000.00	723,000.00	1,634,431.27
065	Nuisance House Fund	288.09	3,000.00	-	3,288.09
078	Fire Station Building	935.09	3,000.00	-	3,935.09
087	Equipment Replace	532.26	10,000.00	20,000.00	30,532.26
090	Office/Computer Equip.	60.10	9,000.00	20,000.00	29,060.10
091	Street Equipment Trust	855.07	71,000.00	30,000.00	101,855.07
092	Theatre Trust	867.53	21,000.00	20,000.00	41,867.53
094	Airport Trust	854.42	70,000.00	-	70,854.42
098	Cresco Community Fire	180.85	49,000.00	35,000.00	84,180.85
110	Road Use Tax Fund	455.50	371,000.00	300,000.00	671,455.50
112	Employee Benefits Trust	631.03	508,000.00	350,000.00	858,631.03
119	Emergency Fund	19.44	16,000.00	-	16,019.44
160	CIDC/CityRevol.Loan-bus.	1,008.06	40,000.00	-	41,008.06
177	Police Forfeiture Fund	240.13	-	-	240.13
182	Rehab Housing	892.72	60,000.00	-	60,892.72
183	Equip.Repair-Fitness Ctr	732.99	99,000.00	-	99,732.99
184	City Park Trust	545.44	7,000.00	-	7,545.44
185	Recreation Supply	400.58	12,000.00	-	12,400.58
186	Park Tree Trust	221.33	4,000.00	-	4,221.33
188	Fire Equipment Trust	441.89	13,000.00	30,000.00	43,441.89
189	Library Trust	97.03	37,000.00	20,000.00	57,097.03
200	Debt Service Fund	469.52	185,000.00	35,000.00	220,469.52
322	Scene Shop Project Fund	643.65	13,000.00	-	13,643.65
323	ARPA Grant Project	756.49	278,000.00	-	278,756.49
600	Water Utility Fund	2,968.76	334,000.00	150,000.00	486,968.76
601	Water Deposit Trust	733.79	17,000.00	15,000.00	32,733.79
602	Water Utility Replacement	284.62	309,000.00	200,000.00	509,284.62
610	MSSU Revenue	3,388.89	490,000.00	220,000.00	713,388.89
612	MSSU Operation/Maint	322.98	-	-	322.98
613	MSSU Replacement	292.49	726,000.00	400,000.00	1,126,292.49
614	MSSU Rev.Bond Int	896.05	5,000.00	27,000.00	32,896.05
620	Cap Imp Water, Sewer, Storm	667.78	62,000.00	50,000.00	112,667.78
670	Yard Waste Fund	766.13	90,000.00	45,000.00	135,766.13
820	Health Ins Partial Self Fund	-	-	60,000.00	66,421.83
	Totals	56,655.65	5,610,400.00	3,468,985.11	74,804.28
		1%	61%	38%	1%
					<u>9,210,845.04</u>

Checking - Cresco Bank & Trust (operating)	0.05%	56,655.65	
Checking - CB&T (credit cards)	0.00%	3,500.00	
Theatre Checking (CB&T)	0.00%	4,882.45	
Money Market - Cresco Bank & Trust	0.25%	5,610,400.00	
MMKT Hlth Ins Partial Self Funded	0.15%	66,421.83	
CD RAGBRAI - 3 yr - matures 9/14/23 (CUSB)	0.65%	8,985.11	Eligible for Exchange Rate - 1 time higher interest rate
CD Safe-T-Fund -6 mth - matures 11/17/21	0.30%	60,000.00	
CD - 1 year - matures 8/16/22 (CUSB)	0.35%	<u>3,400,000.00</u>	

\$ 9,210,845.04

CITY OF CRESCO
 REVENUE REPORT
 CALENDAR 10/2021, FISCAL 4/2022

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	% RECEIVED
	GENERAL TOTAL	686,693.78	1,193,911.40	3,215,988.00	37.12
	HOTEL/MOTEL TAX TOTAL	.00	5,820.40	20,000.00	29.10
	LOST PROJECT TOTAL	45,426.24	175,705.60	485,500.00	36.19
	NUISANCE HOUSE TOTAL	.60	1.95	17,400.00	.01
	FIRE STATION BUILDING TOTAL	.60	9,327.00	73,900.00	12.62
	EQUIPMENT REPLACEMENT TOTAL	2.02	15.96	4,300.00	.37
	OFFICE EQUIPMENT TOTAL	1.81	14.83	100.00	14.83
	STREET TRUST TOTAL	35,984.12	67,235.38	53,500.00	125.67
	THEATRE TRUST FUND TOTAL	4.23	195.31	7,000.00	2.79
	AIRPORT TRUST FUND TOTAL	14.11	64.24	116,675.00	.06
	CRESCO COMMUNITY FIRE TOTAL	7,813.42	44,898.98	89,000.00	50.45
	ROAD USE TAX TOTAL	43,189.61	204,321.98	520,000.00	39.29
	EMPLOYEE BENEFITS TOTAL	216,513.23	256,573.99	598,867.00	42.84
	EMERGENCY FUND TOTAL	13,957.10	16,019.44	35,600.00	45.00
	LOCAL OPTION SALES TAX TOTAL	50,269.51	194,100.16	525,000.00	36.97
	REVOLVING LOAN TOTAL	1,489.61	6,713.04	50,500.00	13.29
	REHAB HOUSE TOTAL	18,893.10	18,911.69	75,000.00	25.22
	FITNESS CENTER TRUST TOTAL	5,076.34	32,073.34	43,700.00	73.39
	PARK TRUST TOTAL	1.41	12,366.36	22,100.00	55.96
	RECREATION SUPPLY TOTAL	2.42	2,437.79	10,000.00	24.38
	PARK TREE TRUST TOTAL	.81	842.69	1,800.00	46.82
	FIRE EQUIPMENT TOTAL	2.62	2,129.69	9,000.00	23.66
	LIBRARY TOTAL	7.46	29,649.55	28,300.00	104.77
	DEBT SERVICE TOTAL	125,752.34	157,408.57	355,025.00	44.34
	SCENE SHOP PROJECT TOTAL	2.62	11.45	.00	.00
	ARPA GRANT PROJECT FUND TOTAL	56.05	278,756.49	278,600.00	100.06
	WATER TOTAL	51,853.96	213,751.14	609,500.00	35.07
	WATER DEPOSIT TOTAL	880.00	4,186.56	13,000.00	32.20
	WATER EQUIPMENT REPLACE TOTAL	65.73	356.68	178,300.00	.20
	SEWER TOTAL	77,476.68	296,862.04	853,900.00	34.77
	SEWER OPERATIONS TOTAL	83,000.00	210,000.00	770,000.00	27.27
	SEWER REPLACEMENT PROJ TOTAL	146.38	832.38	156,000.00	.53
	SEWER SINKING TOTAL	1.01	13.56	31,800.00	.04
	PROPRIETARY CAP IMPROVE TOTAL	6,596.26	26,745.01	81,700.00	32.74
	YARDWASTE TOTAL	3,181.11	13,117.39	39,600.00	33.12
	SELF INSURANCE TOTAL	4,281.24	26,665.97	.00	.00
	TOTAL REVENUE BY FUND	1,478,637.53	3,502,038.01	9,370,655.00	37.37

CITY OF CRESCO
 BUDGET REPORT - Expenses
 CALENDAR 10/2021, FISCAL 4/2022

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MDT BALANCE	YTD BALANCE	BUDGET	% SPENT
	GENERAL TOTAL	376,832.92	1,061,081.16	3,118,850.00	34.02
	HOTEL/MOTEL TAX TOTAL	.00	10,950.00	20,000.00	54.75
	LOST PROJECT TOTAL	11,910.23	27,100.25	294,000.00	9.22
	NUISANCE HOUSE TOTAL	12.00	612.00	12,400.00	4.94
	FIRE STATION BUILDING TOTAL	6,355.74	9,959.67	73,900.00	13.48
	EQUIPMENT REPLACEMENT TOTAL	.00	.00	1,000.00	.00
	OFFICE EQUIPMENT TOTAL	.00	.00	3,500.00	.00
	STREET TRUST TOTAL	.00	1,136.08	14,000.00	8.11
	THEATRE TRUST FUND TOTAL	.00	.00	2,000.00	.00
	AIRPORT TRUST FUND TOTAL	.00	.00	130,000.00	.00
	CRESCO COMMUNITY FIRE TOTAL	18,616.52	27,648.75	94,000.00	29.41
	ROAD USE TAX TOTAL	48,170.67	181,610.09	561,000.00	32.37
	EMPLOYEE BENEFITS TOTAL	50,524.41	182,340.13	599,150.00	30.43
	EMERGENCY FUND TOTAL	.00	.00	35,600.00	.00
	LOCAL OPTION SALES TAX TOTAL	50,269.51	194,100.16	525,000.00	36.97
	REVOLVING LOAN TOTAL	.00	50,500.00	50,000.00	101.00
	REHAB HOUSE TOTAL	.00	71.37	129,500.00	.06
	FITNESS CENTER TRUST TOTAL	.00	.00	75,000.00	.00
	PARK TRUST TOTAL	.00	12,631.95	26,000.00	48.58
	RECREATION SUPPLY TOTAL	.00	2,740.00	10,000.00	27.40
	PARK TREE TRUST TOTAL	.00	2,156.25	1,800.00	119.79
	FIRE EQUIPMENT TOTAL	.00	.00	3,000.00	.00
	LIBRARY TOTAL	.00	774.93	2,000.00	38.75
	DEBT SERVICE TOTAL	.00	750.00	345,200.00	.22
	WATER TOTAL	43,361.12	142,847.00	609,300.00	23.44
	WATER DEPOSIT TOTAL	1,796.69	5,018.97	13,000.00	38.61
	WATER EQUIPMENT REPLACE TOTAL	.00	10,615.44	302,100.00	3.51
	SEWER TOTAL	83,000.00	210,000.00	952,500.00	22.05
	SEWER OPERATIONS TOTAL	83,571.96	210,398.18	766,600.00	27.45
	SEWER REPLACEMENT PROJ TOTAL	3,078.15	49,754.05	372,000.00	13.37
	SEWER SINKING TOTAL	.00	.00	31,800.00	.00
	PROPRIETARY CAP IMPROVE TOTAL	50.80	4,689.22	34,900.00	13.44
	YARDWASTE TOTAL	3,075.89	6,376.22	91,600.00	6.96
	SELF INSURANCE TOTAL	1,114.53	16,374.39	.00	.00
	TOTAL EXPENSES BY FUND	781,741.14	2,422,236.26	9,300,700.00	26.04

RESOLUTION NUMBER _____

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
ENTER INTO AN AGREEMENT FOR RECYCLABLE AND
NON-RECYCLABLE WASTE COLLECTION SERVICES
WITH HAWKEYE SANITATION, INC.**

WHEREAS, it is necessary for the City of Cresco to enter into a formal agreement for Recyclable and Non-Recyclable Collection Services; and

WHEREAS, the State of Iowa has mandated that municipalities shall be required to reduce the tonnage of refuse that the community generates and disposes in landfills; and

WHEREAS, the City of Cresco believes that curbside recycling is an efficient and effective means toward meeting the requirement of the Iowa law; and

WHEREAS, the Hawkeye Sanitation, Inc. agrees to collect recyclables biweekly and all other refuse weekly from all residences, commercial and governmental properties within the City limits.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and City Clerk are authorized and directed to sign the written agreement with Hawkeye Sanitation, Inc. for Recyclable and Non-Recyclable Collection Services for the City of Cresco, Iowa.

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

Ayes: _____

Nays: _____

Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the Agreement for Recyclable and Non-Recyclable Collection Services between the City of Cresco and Hawkeye Sanitation, Inc. is approved and that the City Clerk is authorized to execute the contract on behalf of the City of Cresco.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

BY: _____
Mayor Pro-Tem Amy Bouska

ATTEST: _____
City Clerk Michelle Elton

AGREEMENT FOR RECYCLABLE & NON-RECYCLABLE WASTE COLLECTION SERVICES

**HAWKEYE SANITATION, INC.
AND
CITY OF CRESCO, IOWA**

JANUARY 1, 2022 THROUGH DECEMBER 31, 2026

AGREEMENT FOR REFUSE COLLECTION SERVICES

This agreement made by and between the City of Cresco, Iowa, a Municipal Corporation, hereinafter referred to as "City" and Hawkeye Sanitation, Inc., an Iowa corporation, hereinafter referred to as "Hauler".

Whereas, the State of Iowa has mandated that municipalities shall be required to reduce the tonnage of refuse that the community generates and disposes in landfills.

Whereas, the city believes that curbside recycling is an efficient and effective means toward meeting the requirement of the Iowa law and to assist the City in achieving this goal. In consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1 - DEFINITIONS

A. "Aluminum Cans" shall mean disposable aluminum beverage containers.

B. "Ashes" shall mean the residue from the burning of wood and other non-hazardous combustible material which is cool and not combustible.

C. "Brush" shall mean woody stems and branches greater than one-half (1/2) inch diameter, evergreen trimmings, and thorny brush.

D. "Bulky Waste" shall include, but not be limited to, furniture, mattresses, box springs, toilets, storm doors, and other items of similar size and fixtures and materials too large to fit into a 65-gallon, or smaller if applicable, cart or 33-gallon bag provided by Hauler. Bulky waste does not include tires, hazardous substances, dead animals, batteries or fluorescent tubes and ballasts.

E. "City" shall mean the, City of Cresco, Iowa.

F. "Collection Bag" shall mean a 33-gallon bag provided by Hauler and purchased at a designated business. The bag shall be securely tied or sealed and shall not exceed 40 pounds when full. Collection bags may be used only for refuse.

G. "Construction and Demolition Waste" shall include, but not be limited to, lumber, roofing material, sheathing, rubble, broken concrete, plaster, brick, conduit, pipe, wire insulation and similar materials which result from a construction, demolition, or remodeling processing.

H. "Curbside" shall mean the area next to the curb or traveled portion of the roadway.

I. "Dwelling Unit" shall mean any room or group of rooms located within a building and forming a single habitable unit with facilities that are used or intended to be used for living, sleeping, cooking, and eating. Each unit of a multifamily dwelling shall be considered a separate dwelling unit for purposes of billing.

J. "Grass and Garden Waste" shall mean grass clipping, non-woody dead plants, weeds, flowers, and twigs less than one-half (1/2) inch in diameter.

K. "Hauler" shall mean Hawkeye Sanitation, Inc., of Cresco, Iowa.

L. "Household" shall mean persons that reside together in a Dwelling Unit.

M. "Leaves" shall mean leaves from deciduous trees and shrubs.

N. "Newspaper" commonly referred to as newsprint and distributed at fixed intervals, having printed thereon news and opinions containing advertisements and other matters of public interest. Soiled newspapers are excluded.

O. "Non-Collectible Waste" shall mean paint in liquid form, ashes, poisons, acids, caustics, explosives, and other hazardous substances that may cause damage or injury to collection equipment or personnel, human or animal excrement and dead animals.

P. "Paper Bag" shall mean a paper container that is capable of being shredded and will decompose in a compost pile.

Q. "Residential Solid Waste" shall mean refuse, recyclable and bulky waste.

R. "Refuse" shall mean solid waste, such as food waste, trash, rags, ceramics, non-recyclable glass, paper (except newspaper), obsolete household goods, non-recyclable plastics and similar items produced or originating within Dwelling Units. Recyclables shall be treated as refuse if not properly disposed of as set forth herein. Refuse does not mean household generated hazardous substances.

S. "Recyclable" shall mean designated consumer wastes which are collected and marketed for resource recovery, including cardboard, newspaper, tin and steel cans, aluminum beverage containers, and plastic containers #1 and #2 or any other items which are accepted by the recycling center or designated by the Hauler. Clear glass bottles will not be accepted at the curb but can be disposed of at Hawkeye Recycling.

T. "Recyclable Container" shall mean a 65-gallon, or smaller if applicable, cart provided by the Hauler.

U. "Removal" shall mean collection and disposal.

V. "Rigid Container" shall mean a 65-gallon, or smaller if applicable, cart provided by the Hauler.

W. "Tin and Steel Can" shall mean a clean container made of tin coated iron or steel in which food or beverages are preserved.

X. "Yard Waste" shall mean grass, garden waste, leaves and brush.

Y. "Tipping Fee" shall mean the price per ton of solid wastes deposited at the Winneshiek Sanitary Landfill and charged to the Hauler by the Winneshiek Sanitary Landfill.

Z. "Customer" shall mean and have reference to "Household" and places where recyclables, non-recyclable waste and bulky waste is picked up, including residencies, commercial establishments, School, County, State and Federal properties and facilities and any other place or property where such items are picked up.

SECTION 2 - SCOPE OF WORK

A. The Hauler agrees to collect and dispose of recyclables from each single-family dwelling, two (2) unit family dwelling, and each Commercial, School, County, State and Federal property and facility within the Cresco City limits once every two (2) weeks beginning at 6 A.M. on the designated collection day. The monthly cost per Dwelling Unit and per each Commercial, School, County, State, and Federal property and facility for collecting and disposing of recyclables shall be as set forth in the "Schedule of Fees" attached as Appendix "A". A Supplemental Fee Schedule, Appendix "B", which includes commercial contracts, and exceptions, and made a part of this Agreement by this reference. Appendix "B" may be obtained at Cresco City Hall or Hawkeye Sanitation, and shall be amended from time to time to reflect the changes to commercial contracts,

and the most recent Schedule "B" shall be kept available at Cresco City Hall or Hawkeye Sanitation.

B. The Hauler agrees to collect and dispose of all refuse for each of the Dwelling Units and each of the Commercial, School, County, State, and Federal properties and facilities listed above once each week beginning at 6 A.M. on the designated collection day. All refuse for Dwelling Units must be placed at the curbside in the approved 65-gallon, or smaller if applicable, cart provided by the Hauler. The cost of such services shall be as set forth in the "Schedule of Fees" attached as Appendix "A" and Appendix "B" and made a part of this Agreement by this reference.

C. The Hauler agrees to collect and dispose of all refuse for the City of Cresco and all municipal subdivisions once each week at no charge. "No charge" to the City of Cresco and all municipal subdivisions for the collection and disposal of all refuse is shown in the Schedule of Fees attached as Appendix "A" and Appendix "B", and made a part of this Agreement by this reference.

D. The Hauler shall not be responsible for the collection of any yard waste, including brush, grass and garden waste and leaves from any Dwelling Unit, Commercial, School, County, State or Federal property and facility.

E. The cost for all such services as described in Subparagraphs A and B above are set forth in the Schedule of Fees (Appendix "A" and Appendix "B"). All such services as provided in Subparagraphs A and B above shall be billed by the City and the City shall assume full responsibility in collecting the fees according to Appendix "A" and Appendix "B".

F. The Hauler agrees to collect and dispose of all bulky waste pursuant to the Schedule of Fees (Appendix "B") after such time as the Hauler has been notified of said bulky waste and said bulky waste has been pre-paid by the owner or occupant of the Dwelling Unit or Commercial Unit. The Schedule of Fees shall be maintained at the City Clerk's office and the office of the Hauler. Bulky waste shall be collected by a separate Agreement between the Hauler and the owner or occupant of the dwelling unit and any Commercial, School, County, State, and Federal property and facility requesting the disposal of such bulky waste. Billing and payment shall be by separate arrangement between the Hauler and the owner or occupant of the Dwelling Unit and any Commercial, School, County, State, and Federal property and facility.

G. The Schedule of Fees attached hereto (Appendix "A" and Appendix "B") is based on the current per ton landfill Tipping Fee Schedule. The Schedule of Fees is subject to a rate adjustment in the event the Winneshiek County Landfill Tipping Fee is increased or decreased. The Hauler will report to the City any increase or decrease in the Tipping Fee, the date of the anticipated increase or decrease and the amount of the increase or decrease. The Schedule of Fees relating to recyclables may be subject to a rate increase in the event the Hauler is required to pay a Tipping Fee or any type of fee relating to the delivery or disposal of recyclables. The Hauler is required to pay all tipping fees to the Winneshiek County Landfill. In the event the tipping fee is increased, the increased cost of the tipping fee shall be passed onto the customers by increasing the Schedule of Fees referred to in Appendix "A" and Appendix "B". The collection and disposal fees charged by the City or by the Hauler may be increased or decreased in the event the landfill tipping fee either increases or decrease. Such rate adjustments shall correspond to any increase or decrease in the tipping fee charged relating to the delivery or disposal of recyclables. The Schedule of Fees

is also subject to a rate adjustment in the event other costs of operations, including fuel costs, increases. In the case of an increase, the Hauler will, upon Council request, show justification for such increase.

SECTION 3 - CHANGE OF NAMES OR ADDRESS

The City shall furnish to the Hauler on a monthly basis any and all changes of names of persons occupying the various properties and facilities referred to in Section 2 above.

SECTION 4 - TERM OF CONTRACT

It is agreed that this contract will run for a five-year period. The garbage and recycling rates will increase fifteen percent (15%) the first year of the contract, and four percent (4%) the following four (4) years of the contract. This Agreement shall be in force from January 1, 2022, to December 31, 2026, after approval by the City Council of the City of Cresco, Iowa. In the event the said 65-gallon, or smaller if applicable, carts have not been obtained by January 1, 2022, the Hauler proposes to continue with the rates stated in the contract which was passed and approved on October 16, 2017, until such time that the carts are distributed to all parties.

SECTION 5 - COLLECTION SERVICE REQUIREMENTS

A. The collection of residential solid waste shall be confined to, Monday, Tuesday, Wednesday, Thursday and Friday and such collection shall be allowed in any week in which New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, or Christmas Day are observed on the aforementioned weekdays. The Hauler shall determine the hours and days for the Collection and Disposal of Solid Waste from any Commercial, School, County, State, and Federal property and facility.

B. If the collection day falls on a day that the Winneshiek County Landfill has been scheduled to be closed, the Hauler may elect to collect the residential solid waste on the day before or after said closure. If the Hauler elects to collect the residential solid waste on the day before or after said closure, the Hauler shall publish its collection schedule.

C. The Hauler shall provide sufficient personnel and equipment to complete the collection of all refuse and recyclables in any established collection district within the City on one day.

D. All residential, Commercial, City, Municipal subdivision, School, County, State, and Federal property and facility solid waste materials collected by the Hauler shall become the property of the Hauler at the time of collection.

E. The Hauler shall use its best efforts to remove from the City all solid waste collected each day and shall use its best efforts to dispose of the same outside of the City at a licensed landfill approved by the City or other City approved disposal or recycling center.

F. The Hauler shall not be required to remove waste building materials and other waste material from the construction, alteration, repair, moving or demolition of a building or from the promotion and development of property by a real estate or commercial agent or from commercial, industrial or manufacturing process.

G. Interior remodeling and containable refuse must be collected and disposed of, by the Hauler, if the owner/occupant contacts the Hauler and makes necessary arrangements to have the above items disposed of. Such service furnished by the Hauler will be charged to said owner/occupant in accordance with the approved Schedule of Fees maintained at the office of the Hauler. Such special services shall be billed and collected by the Hauler.

H. The Hauler shall be responsible for the submission of monthly reports, including but not limited to: receipts of the total weight of recyclable materials collected and receipts of the refuse tonnage disposed of at the landfill.

I. The Hauler shall haul (transport) all refuse to such landfill as the City directs, and the Hauler shall haul (transport) all recyclables to such receiving center as the City directs.

SECTION 6 - VEHICLES

A. All trucks, trailers, and other equipment used to collect, haul or transport residential solid waste shall at all times be kept clean, in good repair and well painted.

B. Each collection vehicle shall be constructed and used in such a manner so that solid residential waste will not blow, fall or leak out of the vehicle.

SECTION 7 - RECYCLABLE CONTAINERS

A. The Hauler shall purchase a sufficient number of 65-gallon, or smaller if applicable, carts to be delivered to each household for recycling.

B. All recycling shall be comingled and shall not be separated by the use of paper sacks or plastic bags or other means. All food containers must be cleaned.

C. The Hauler shall make its own arrangements with any Commercial, School, County, State, and Federal property and facility as to required collection containers.

SECTION 8 - ROUTES AND CHANGES

A. The Hauler shall prepare and file with the City, prior to the commencement of this Agreement, a collection and disposal schedule together with a complete map of the residential solid waste collection district(s) within the City. The Hauler shall indicate thereon in an appropriate and easily understandable manner the days of collection for each district(s). This schedule shall be subject to the approval of the City.

B. The collection schedule, when approved by the City, shall be maintained unless the Hauler and/or City request a change and notice thereof is given as hereinafter provided.

C. A map and schedule shall be provided to the City at no charge for posting at City Hall.

D. The schedule shall contain a map or sketch delineating the boundaries of each district, the day or days of the week upon which collections will be made and the name, address and phone number of the Hauler and any other information deemed necessary. Thereafter, before any change in the collection schedule is made, the Hauler shall provide the City with a proposed revised collection schedule and a new map.

SECTION 9 - COMPLAINTS

If a Dwelling Unit is missed, which is not the fault of the dwelling unit owner or tenant, the Hauler shall collect that dwelling unit no later than 10:00 A.M. of the day following the date of notification, provided that day is not a Saturday or Sunday. If the following day is a Saturday or Sunday, the Hauler shall collect the missed dwelling unit on the following Monday.

SECTION 10 - METHOD OF PAYMENT OF THE SCHEDULE OF FEES PER APPENDIX "A" AND APPENDIX "B" AND FEE CHARGED TO HAULER BY CITY

A. The City shall be responsible for the billing and collection of fees for recyclable and nonrecyclable waste as per the rates set forth in Appendixes "A" and "B". The Hauler shall be responsible for the billing and collection of fees for bulky waste. The City will pay to the Hauler on a monthly basis the amount collected for recyclables and non-recyclable waste to households and customers per Appendix "A" and Appendix "B".

B. The City shall charge the Hauler and the Hauler agrees to pay the City a monthly fee of \$1,150.00 for the City's responsibility in the billing and collection of the fees as provided above. The fees charged by the City to the Hauler shall remain in full force and effect during the term of this agreement. The Hauler shall pay the City the said monthly fee each month when the City pays the Hauler its monthly fee owed to the Hauler.

C. Since the City assumes the responsibility for the collection of recyclable and non-recyclable waste, the City shall use all proper and legal means at its disposal to collect said unpaid accounts.

SECTION 11 - STATUTES AND REGULATIONS

The Hauler shall at all times comply with all applicable provisions of the Cresco Code of Ordinances and Amendments thereto, that may be enacted by the City Council. In addition, the Hauler shall comply with all laws and regulations of Howard County, the State of Iowa, and the United States now in effect or hereinafter enacted.

SECTION 12 - PERSONNEL

All employees of the Hauler shall be of good character and no employee of the Hauler shall be permitted to work in the City who is found to be troublesome, disorderly, or otherwise objectionable as determined by the Hauler.

SECTION 13 - PERMITS AND LICENSES

The Hauler shall obtain all permits and licenses required by the City, County and State necessary to provide the above-described collection, hauling and disposal services.

SECTION 14 - INSURANCE

The Hauler shall maintain Public Liability Insurance in the amount of not less than One Million Dollars (\$1,000,000.00) for personal injuries, including accidental death, to any one (1) person and in the amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death on account of any one (1) Accident and Property Damage Insurance in an amount of not less than One Million Dollars (\$1,000,000.00). The Hauler must provide the City with a copy of the above-mentioned insurance policies.

SECTION 15 - PERSONAL LIABILITY

A. No member of the City Council or other City official, employee or agent of the City shall be personally responsible for any liability arising under this Agreement.

B. Nothing in the document or any contract entered into with the City shall be deemed to make an employee of the Hauler a City employee.

SECTION 16 - WORKERS' COMPENSATION INSURANCE

A. The Hauler shall at all-time be fully insured at its own expense with Workers' Compensation Insurance as mandated by the laws of the State of Iowa.

B. No work shall be performed by the Hauler during any period that it is not covered by Workers' Compensation Insurance or any other insurance as required by this Agreement. In such an event, the applicable provisions hereof shall apply the same as when the Hauler fails to collect and dispose of garbage. The Hauler shall file a certificate with the City showing said insurance to be in full force and effect for the entire term of the contract.

SECTION 17 - TERMINATION

A. The breach of any of the terms and conditions of this Agreement on the part of the Hauler shall be grounds for the cancellation and termination of this agreement. The City, upon such termination, shall have the right to contract with other parties to perform the obligations as provided herein and, in such event, the City shall hold the Hauler and its surety liable for any excess costs for performing such work in excess of the cost to the City if the Hauler had continued to perform in the manner anticipated at the time this contract was awarded.

B. Failure to comply with the terms of this Agreement relative to the collection and disposal of residential solid waste and/or recyclable materials on the part of the Hauler, by reason of weather, major disaster, epidemic, or other emergency within the City as determined by the City or Hauler, shall not constitute a breach of this Agreement nor be grounds for termination of this Agreement.

SECTION 18 - NOTICES

The parties may be notified or contacted at the following addresses and phone numbers:

City of Cresco Phone: 563-547-3101
City Hall 130 N Park Place Fax: 563-547-4525
Cresco, Iowa 52136

Hawkeye Sanitation, Inc. Phone: 563-547-3828
466 Airport Road Fax: 563-547-9912
Cresco, Iowa 52136

SECTION 19 - PAYMENT OF EMPLOYMENT TAXES

All employment taxes owed by Hauler on its employees shall be paid by Hauler and the City shall not have any responsibility for paying Hauler's employment taxes on its employees.

SECTION 20 - ASSIGNMENT OR SALE BY HAULER SUBJECT TO APPROVAL - BY CITY

Hauler shall not assign this Agreement or sell its business and/or routes to a purchaser without the written approval by the City. The City shall not unreasonably withhold its approval; however, the City shall have the right not to give its approval for any good and valid reason. A good and valid reason for the City not giving its approval would include, but not limited to, the inability of the new hauler to perform or carry out the requirements of the Hauler under this Agreement or the poor past performance of the new hauler in carrying out or performing the Hauler's duties under similar agreements pertaining to refuse services for other cities.

Dated this _____ day of _____, 2021.

CITY OF CRESCO:

HAWKEYE SANITATION, INC:

Mayor Pro-Tem Amy Bouska

William Ross Merritt III, President

ATTEST: _____
City Clerk Michelle Elton

**APPENDIX “A”
SCHEDULE OF FEES**

FEES FOR RECYCLABLES:

This fee is based on a current rate which does not include a tipping fee. This fee would change should a tipping fee be imposed, and future changes would be based on increases and decreases in any such tipping fee.

A. Recyclables:

<i>Monthly Recycling</i>	
Year 1 1/1/22- 12/31/22	\$5.91
Year 2 1/1/23- 12/31/23	\$6.15
Year 3 1/1/24- 12/31/24	\$6.39
Year 4 1/1/25- 12/31/25	\$6.65
Year 5 1/1/26- 12/31/26	\$6.91

These fees for recyclables are based on one 65-gallon cart. If more than one 65-gallon cart is requested, the monthly fee will be the same for each 65-gallon cart and resident will be required to keep the extra cart for a minimum of six months. If a resident of 65 years of age or older, or a disabled resident, or a resident with special circumstances requests a smaller cart, a 35-gallon cart will be furnished at the same rate.

FEES FOR NON-RECYCLABLE WASTE:

This rate includes tipping fees:

A. Non-Recyclable Waste:

	<i>Monthly Residential: One or two people residing at a residential property where one or both people are 65 years of age or older</i>	<i>Monthly Residential: All other persons residing at a residential property (4% more than 65 years of age or older)</i>
Year 1 1/1/22- 12/31/22	\$20.53	\$21.35
Year 2 1/1/23- 12/31/23	\$21.35	\$22.21
Year 3 1/1/24- 12/31/24	\$22.21	\$23.09
Year 4 1/1/25- 12/31/25	\$23.09	\$24.02
Year 5 1/1/26- 12/31/26	\$24.02	\$24.98

These fees for non-recyclables are based on one 65-gallon cart. If more than one 65-gallon cart is requested, the monthly fee will be the same for each 65-gallon cart and resident will be required to keep the extra cart for a minimum of six months. If a resident of 65 years of age or older, or a disabled resident, or a resident with special circumstances requests a smaller cart, a 35-gallon cart will be furnished at the same rate.

- B. City of Cresco and all Municipal Subdivisions. No charge
- C. Commercial property, School, County, State and Federal property and facilities. Negotiated fee Appendix "B"
- D. Bulky Waste Fees are based on each item collected for disposal. Negotiated fee based on item.

**APPENDIX "B"
SCHEDULE OF FEES**

FEES FOR COMMERCIAL:
This rate includes tipping fees:

A. Light Commercial:

	<i>Monthly Light Commercial</i>
Year 1 1/1/22- 12/31/22	\$26.47
Year 2 1/1/23- 12/31/23	\$27.53
Year 3 1/1/24- 12/31/24	\$28.63
Year 4 1/1/25- 12/31/25	\$29.78
Year 5 1/1/26- 12/31/26	\$30.97

These fees for light commercial are based on one 65-gallon cart. If more than one 65-gallon cart is requested, the monthly fee will be the same for each 65-gallon cart and the business will be required to keep the extra cart for a minimum of six months. Businesses will be allowed a maximum of two 65-gallon carts. If the business requires more volume space, a dumpster will be required.

- B. Other Commercial (including School, County, State and Federal properties and facilities):** Fees for recyclable and non-recyclable waste shall be negotiated between Hauler and the commercial user and billed by the City.

FEEES FOR BULKY WASTE:

	<i>Bulky Waste</i>
Sofa	\$20.00
Hide-a-bed	\$35.00
Recliner	\$10.00
Small chair	\$5.00
Mattress	\$10.00
Box spring	\$10.00
Toilet	\$7.50
Storm door	\$30.00

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO A FARM LEASE AGREEMENT

Council member _____ moved the adoption of the foregoing Resolution Authorizing the Mayor and City Clerk to enter into an AGREEMENT FOR RENTAL OF FARM LAND located at the Cresco Airport. Council member _____ seconded said motion. A roll call vote was requested by the Mayor and said roll call vote resulted as follows:

Ayes: _____

Nays: _____

Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the agreement dated _____, 2021, between the City of Cresco and _____ is approved and that the Mayor and City Clerk are authorized to execute the agreement on behalf of the City of Cresco.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

BY: _____
Mayor Pro-Tem Amy Bouska

ATTEST: _____
City Clerk Michelle Girolamo

FARM LEASE CASH OR CROP SHARES

THIS LEASE ("Lease") is made between City of Cresco IA ("Landlord"), whose address for the purpose of this Lease is 130 N Park Place Cresco IA 52136 and _____ ("Tenant"), whose address for the purpose of this Lease is _____.

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate situated in Howard County, Iowa (the "Real Estate"): Approximately 79 crop acres, more or less, located in the Northwest Quarter (NW ¼) of Section Twenty-Seven (27), Township Ninety-Nine (99) North, Range Eleven (11), West of the 5th P.M. in Howard County, Iowa.

and containing 79 tillable acres, more or less, with possession by Tenant for a term of 3 years to commence on March 1, 2022, and end on February 28, 2025. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. RENT. Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

a. Total annual cash rent of \$_____ payable, unless otherwise agreed, as follows: 100% due on March 1, 2022, March 1, 2023, March 1, 2024.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided 0% Landlord 100% Tenant. Governmental cost-sharing payments for permanent soil conservation structures shall be divided 0% Landlord 100% Tenant. Crop disaster payments shall be divided 0% Landlord 100% Tenant.

3. LANDLORD'S LIEN AND SECURITY INTEREST. As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the Real Estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant

as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

4. INPUT COSTS AND EXPENSES. Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be directed by the Landlord. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	% Landlord	% Tenant
(1) Commercial Fertilizer	0	100
(2) Lime and Trace Minerals	0	100
(3) Herbicides	0	100
(4) Insecticides	0	100
(5) Seed	0	100
(6) Seed cleaning	0	100
(7) Harvesting and/or Shelling Expense	0	100
(8) Grain Drying Expense	0	100
(9) Grain Storage Expense	0	100
(10) Other		

Phosphate and potash on oats or beans shall be allocated ___% the first year and ___% the second year, and on all other crops allocated ___% the first year and ___% the second year. Lime and trace minerals shall be allocated over ___ years. If this Lease is not renewed, and Tenant does not therefore receive the full allocated benefits, Tenant shall be reimbursed by Landlord to the extent Tenant has not received the benefits. Tenant agrees to furnish, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

5. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.

Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

Tenant shall maintain accurate yield records for the Real Estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government programs.

6. DELIVERY OF GRAIN. If this lease is a crop share lease, Tenant, without cost to Landlord, shall deliver Landlord's grain pursuant to request, at reasonable times, to the elevator at N/A or elsewhere at no further distant point.

7. LANDLORD'S STORAGE SPACE. If this lease is a crop share lease, Landlord reserves N/A% of all crib and granary space for storage of the rent share crops.

8. ENVIRONMENTAL.

a. **Landlord.** To the best of Landlord's knowledge to date:

i) Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

ii) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.

iii) No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.

iv) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

b. **Tenant.** Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicators licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

In the absence of selection of an alternative where choices are provided in this paragraph 8b, the choice of the word "may" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

9. TERMINATION OF LEASE. This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.

10. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so, Tenant agrees to pay Landlord \$ 500.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

11. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

12. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

13. REPAIRS. Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

14. NEW IMPROVEMENTS. All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.

15. WELL, WINDMILL, WATER AND SEPTIC SYSTEMS. Tenant shall maintain all well, windmill, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, windmill, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the premises.

16. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

17. NO AGENCY. Tenant is not an agent of the Landlord.

18. TELEVISION AND RADIO. Tenant may install and remove, without causing material injury to the premises, Tenant's television reception antennas, microwave dishes, and radio reception and transmission antennas.

19. ACCOUNTING. The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.

20. ATTORNEY FEES AND COURT COSTS. If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

21. CHANGE IN LEASE TERMS. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

22. CONSTRUCTION. Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

23. NOTICES. The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.

24. ASSIGNMENT. Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

25. CERTIFICATION. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

26. ADDITIONAL PROVISIONS.

This lease shall be a 3-year lease commencing March 1, 2022 and ending February 28, 2025.

If Tenant fails to make any rent payment when due, Tenant specifically understands and agrees that Tenant shall not be entitled to enter upon the premises to plant or harvest any crop or for any other reason, and this lease shall be considered terminated immediately and without further notice and Landlord shall be entitled to possession and title in any growing or unharvested crop in addition to any other remedies available to Landlord at law or in equity.

Tenant is aware of and will comply with the Airport Height Restrictions contained in the Code of Ordinances of the City of Cresco and any state, federal or local regulation restricting the height of any plant, structure or object on the Real Estate. Specifically, Tenant is aware that no crops greater than 4 feet tall may be planted within the first 100 feet from each side of the runway, and only beans, oats, hay or small grains may be grown on the leased premises. Tenant shall not spread manure upon the Real Estate nor contract with any individual or entity to spread manure upon the Real Estate without further written consent from Landlord.

Tenant shall not leave any machinery or object on the Real Estate which would violate any height restriction or in any way constitute a threat to the safety of persons and/or aircraft using the Cresco Municipal Airport or to persons working on the runway.

Tenant must maintain the soil pH and fertility.

Dated: _____

TENANT:

By: _____

By: _____

LANDLORD:

By: _____
Amy Bouska, Mayor Pro-Tem

By: _____
Michelle Elton, City Clerk

STATE OF IOWA)
) SS
COUNTY OF HOWARD)

 This instrument was acknowledged before me on this _____ day of _____,
20____, by _____.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS
COUNTY OF HOWARD)

 This instrument was acknowledged before me on this _____ day of _____,
20____, by Amy Bouska and Michelle Elton, as Mayor Pro-Tem and City Clerk, respectively, of the City of
Cresco, Iowa.

Notary Public in and for the State of Iowa

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN ENGINEERING SERVICES AGREEMENT WITH CLAPSADDLE-GARBER ASSOCIATES, INC

WHEREAS, the City of Cresco was awarded a grant from the Iowa Department of Transportation for Runway Drainage Improvements at the Cresco Municipal; and

WHEREAS, the City of Cresco desires to solicit Engineering Services for designing, bidding, and construction engineering services in accordance with Iowa DOT standards; and

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized and directed to sign the Engineering Services Agreement with Clapsaddle-Garber Associates, Inc. of Marshalltown, 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 Engineering Services Agreement with Clapsaddle-Garber Associates, Inc. is approved and that the Mayor is authorized to execute the agreement on behalf of the City of Cresco.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

BY: _____
Mayor Pro-Tem Amy Bouska

ATTEST: _____
City Clerk Michelle Elton

Engineering Services Agreement



This AGREEMENT made as of the ____ day of _____, 2021, by and between the City of Cresco, by and through the City of Cresco hereinafter called the CLIENT or SPONSOR, and CLAPSADDLE-GARBER ASSOCIATES, INC., a corporation legally formed under the provisions of Chapter 496A of the 1966 Code of Iowa, hereinafter called the ENGINEER.

WHEREAS, the CLIENT intends to construct the Runway Drainage Improvements at the Cresco Municipal Airport in accordance with Iowa Department of Transportation standards.

WHEREAS, the CLIENT anticipates a grant for said improvements from the Iowa Department of Transportation, and the CLIENT desires the ENGINEER to proceed with the design, bidding, and construction engineering services necessary to accomplish the improvements. The work shall hereinafter be called the PROJECT.

1. THE ENGINEER AGREES TO perform the following engineering services for the Project.
 - a. **GENERAL:** The Engineer has reviewed the site of the project and the engineering services involved, and the Engineer shall serve as the Client's professional representative in the services required for the Project, and shall give consultation and advice to the Client during the performance of his services.

The Engineer shall secure and maintain such insurance as will protect him from claims under the workmen's compensation acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement. The Engineer hereby agrees to defend and hold the Client harmless and indemnify Client from any and all such claims.
 - b. **SCOPE OF SERVICES:** The Engineer shall perform those tasks described in Attachment B – Scope of Services.
 - e. **ADDITIONAL SPECIAL SERVICES:** When requested in writing by the Client, the Engineer shall perform such extraordinary services not normally considered a part of the design or construction phase engineering.
 - (1) **Revision of Approved Plans:** When requested, the Engineer shall revise plans and/or specifications, contract documents, etc. when such changes or revisions are not occasioned by fault of the Engineer and such original documents, plans, specifications, etc. have been prepared in accordance with the Client's approval, acceptance or instructions.

- (2) Readvertising for Bidders: The service required when the Client readvertises for construction bidders not occasioned by fault of the Engineer shall be extra services.
 - (3) Extra Construction Engineering: Such services occasioned through no fault of the Engineer such as caused by Contractor's default for any reason, damage to the construction caused by an Act of God, and construction supervision over an extended period beyond the completion date shall be considered extra services.
 - (4) Inspection After Final Acceptance: Such services requested after the Client has accepted the Engineer's Statement of Completion shall be considered extra services.
 - (5) Special Consultants: The services of other professional fields such as lawyers, accountants, archaeologists, ornithologists, rate experts, and such similar types of professional skills are not normal to providing engineering services and are considered extra services.
 - (6) Litigation: Engineering services for court testimony, should the Client require the Engineer to appear as an expert witness, plus preparation time, are extra services.
- f. TIME SCHEDULE FOR EXECUTION OF ENGINEERING SERVICES: The Engineer acknowledges the importance to the Client of the project schedule and agrees to put forth reasonable efforts in performing the service with due diligence under this Agreement. The Client understands, however, that the Engineer's performance must be governed by sound professional practices and will be affected by outside influences beyond the Engineer's control.
2. THE CLIENT AGREES to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:
- a. ACCESS TO THE WORK: The Client shall guarantee access to and make all provisions for the Engineer to enter upon public lands as required for the Engineer to perform such work as surveys and inspections in the development of the Project. The Engineer will contact private property owners for permission of entry to private lands.
 - b. CONSIDERATION OF THE ENGINEER'S WORK: The Client shall give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.

- c. **LEGAL REQUIREMENTS:** The Client shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the Project, and pay all costs incidental thereto.

3. **THE CLIENT'S PAYMENTS TO THE ENGINEER:**

a. **GENERAL**

- (1) **Abandoned or Suspended Work:** If any work performed by the Engineer is abandoned or suspended in whole or in part, the Engineer shall be paid for costs incurred prior to receipt of written notice from the Client of such abandonment or suspension, together with any terminal expenses resulting therefrom, and including a reasonable profit.
- (2) **Payments to the Engineer** shall be due and payable from monthly statements. Payments not received within thirty (30) days of the invoice date will be subject to an interest charge of one-and-one-half (1.5) percent of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

- b. **PAYMENTS FOR BASIC SERVICES:** The Client shall pay the Engineer a fixed fee in accordance with the following:

Task 1.0 Design	\$14,500.00
Task 2.0 Bid Letting	\$2,000.00
Task 3.0 Distribution of Plans and Specifications	\$2,000.00
Task 4.0 Grant Administration	\$2,000.00
Task 5.0 Contract Administration	\$6,000.00
Task 6.0 Construction Staking	\$1,900.00
Task 7.0 Construction Observation	\$5,000.00
Task 8.0 Construction Testing	\$600.00
Total	\$34,000.00

- c. **PAYMENTS FOR ADDITIONAL SPECIAL SERVICES:** For additional services defined in 1.e., the Client shall pay the Engineer a negotiated amount based on the scope of additional services, and said payments will be due and payable from monthly billings should they be required for the project.

d. **PAYMENTS FOR REIMBURSABLE EXPENSES**

Reimbursable expenses such as permit fees and publication fees are not included in the above fees.

4. **THE CLIENT AND ENGINEER FURTHER AGREE** to the Standard Terms and Conditions contained in Attachment A.
5. **SUCCESSORS AND ASSIGNS:** This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Client and the Engineer respectively and his partners, successors, assigns, and legal representatives. Neither the Client nor the Engineer shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
6. **ATTACHMENTS:** The following attachments are included as part of this Agreement.
 - Attachment A – Standard Terms and Conditions
 - Attachment B – Scope of Engineering Services
 - Attachment C – Project Limits

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

CLIENT:

City of Cresco

By: _____

Title: _____

ATTESTED BY:

Title: _____

ENGINEER:

Clapsaddle-Garber Associates, Inc.

By: _____

Title: President & CEO

ATTESTED BY:

Title: Project Manager

ATTACHMENT A
CLAPSADDLE-GARBER ASSOCIATES INC.
STANDARD TERMS AND CONDITIONS

PARTIES

"ENGINEER" shall mean Clapsaddle-Garber Associates, Inc.
"CLIENT" shall mean the person or entity executing this Agreement with "ENGINEER."

STANDARD OF CARE

Services provided by ENGINEER under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project.

ENGINEER PROVIDES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ITS SERVICES.

RIGHT OF ENTRY

The CLIENT shall provide for complete and continuous access to the Project site in order for ENGINEER to timely perform its services and shall provide for entry for the employees, agents and subcontractors of ENGINEER and for all necessary equipment. While ENGINEER shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

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

TERMINATION

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

INFORMATION PROVIDED BY OTHERS

ENGINEER shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to ENGINEER such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors. CLIENT hereby warrants the accuracy and completeness of the information provided by CLIENT to ENGINEER, and ENGINEER shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for ENGINEER to assure the accuracy, completeness and sufficiency of such CLIENT-furnished information, either because it is provided by others, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER Group harmless from and against any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expenses or damages of any nature whatsoever (including, without limitation, damages to property, injuries or death to persons, fines, penalties) arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by ENGINEER or its subcontractors. ENGINEER will use the standard of care defined in this Agreement in providing this service. The information that ENGINEER must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER Group for any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expense or damages of any nature whatsoever arising out of the location of underground utilities provided or any information related to underground utilities provided to or by ENGINEER under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that ENGINEER shall not be responsible for the acts or omissions of the contractor or contractors, and their respective affiliated companies, officers, directors, equityholders, employees, agents, subcontractors, suppliers, or other persons or entities responsible for performing work on the Project (collectively, the "Contractor Group") that is not in conformance with the construction Contract Documents, if any, prepared by ENGINEER under this Agreement. ENGINEER shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the Contractor Group. In addition, CLIENT agrees that ENGINEER is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

The ENGINEER shall not supervise, direct or have control over the Contractor's work, not have any responsibility for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The ENGINEER shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

JOBSITE SAFETY

Neither the professional activities of the ENGINEER/Surveyor, nor the presence of the ENGINEER's/Surveyor's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the *Contract Documents* and any health or safety precautions required by any regulatory agencies. The ENGINEER's/Surveyor's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety.

SHOP DRAWING REVIEW

If, as part of this Agreement ENGINEER reviews and approves contractor submittals, such as shop drawings, product data, samples and other data, as required by ENGINEER, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. ENGINEER's review shall be conducted with reasonable promptness while allowing sufficient time in ENGINEER's judgment to permit adequate review. Review of a specific item shall not indicate that Engineer has reviewed the entire assembly of which the item is a component. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

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

CONSTRUCTION OBSERVATION

If, as part of this Agreement ENGINEER is providing construction observation services, ENGINEER shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained ENGINEER to make detailed inspections or to provide exhaustive or continuous project review and observation services. ENGINEER does not guarantee the performance of, and CLIENT hereby agrees that ENGINEER shall have no responsibility for, the acts or omissions of the Contractor Group or any other person or entity furnishing materials or performing any work on the Project (other than ENGINEER and its subconsultants). ENGINEER shall advise the CLIENT if ENGINEER observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

If the Owner desires more extensive project observation or fulltime project representation, the Owner shall request that such services be provided by the ENGINEER as Additional Services in accordance with the terms of this Agreement.

OTHER SERVICES

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

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All drawings, reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by ENGINEER as instruments of service (the "ENGINEER Deliverables") shall remain the property of ENGINEER and ENGINEER shall retain title in the ENGINEER Deliverables. ENGINEER grants to CLIENT a limited non-exclusive license to use the ENGINEER Deliverables for the construction and operation of the Project (the "Specified Purpose"). All other uses of the ENGINEER Deliverables by CLIENT Group are prohibited, including, without limitation, reuse of the ENGINEER Deliverables, use of the ENGINEER Deliverables for the expansion or modification of the Project, or for use on other projects. Except in connection with a Specified Purpose and then only to those persons or entities necessary, CLIENT shall not disclose, market or distribute ENGINEER Deliverables to third parties. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold ENGINEER Group harmless from any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expenses or damages of any nature whatsoever arising out of, resulting from or in any way related to the use by CLIENT or any other person or entity of any ENGINEER Deliverable for any purpose other than the Specified Purpose.

CERTIFICATE OF MERIT

The Owner shall make no claim (whether directly, in the form of a third-party claim, or for indemnity) against the ENGINEER unless the Owner shall have first provided the ENGINEER with a written certification executed by an independent ENGINEER/Surveyor licensed in Iowa to practice in the same discipline as the ENGINEER/Surveyor specifying those acts or omissions which the certifier contends constitutes a violation of the standard of care expected of an ENGINEER/Surveyor performing professional services under similar circumstances and upon which the claim will be premised. Such certification shall be provided to the ENGINEER/Surveyor thirty (30) days prior to the presentation of, and shall be a precondition to any such claim or the institution of, any arbitration or judicial proceeding.

DISPUTE RESOLUTION

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

EXCUSABLE EVENTS

ENGINEER shall not be responsible for any event or circumstance that is beyond the reasonable control of ENGINEER that has a

CLAPSADDLE-GARBER ASSOCIATES INC.
STANDARD TERMS AND CONDITIONS

demonstrable and adverse effect on ENGINEER's ability to perform its obligations under this Agreement or ENGINEER's cost and expense of performing its obligations under this Agreement (an "Excusable Event"). When an Excusable Event occurs, the CLIENT agrees Engineer is not responsible for damages, nor shall ENGINEER be deemed to be in default of this Agreement, and ENGINEER shall be entitled to a change order to equitably adjust for ENGINEER's increased time and/or cost to perform its services due to the Excusable Event.

LIMITATION OF LIABILITY; WAIVER OF CONSEQUENTIAL DAMAGES

In recognition of the relative risks and benefits of the Project to both CLIENT and ENGINEER, the risks have been allocated such that CLIENT agrees, to the fullest extent of the law, to limit the liability of Engineer and its officers, directors, equityholders, employees, agents, subconsultants, and affiliated companies (collectively, the "ENGINEER Group") to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other cost, expense or damage of any nature whatsoever resulting in any way related to the Project or Agreement from any cause or causes to an amount that shall not exceed the compensation received by ENGINEER under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including negligence for professional acts, errors or omissions, strict liability, breach of contract, expressed or implied warranty, contribution, expressed indemnity, implied contractual indemnity, equitable indemnity, tort and all other claims. Except for the limitation of liability above, the CLIENT waives any claim or cause of action against the ENGINEER Group arising from or in connection with the performance of services for the Project or this Agreement.

The ENGINEER Group shall not be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines and CLIENT hereby releases the ENGINEER Group from any such liability.

INDEMNIFICATION

Subject to the limitation of liability above, ENGINEER agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees and defense costs, or costs of any nature whatsoever to the extent caused by ENGINEER's negligent performance of service under this Agreement and that of its officers, directors, equityholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER Group against all claims, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other cost, expense or damage of any nature whatsoever to the extent caused by the acts or omissions of CLIENT and its affiliated companies, officers, directors, equityholders, employees, agents, contractors, subcontractors, engineers, designers, and consultants (other than ENGINEER) (collectively, the "CLIENT Group") in connection with this Project.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or delegate any duties under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Any such assignment or delegation not in accordance with the terms of this Agreement shall be null and void.

SEVERABILITY, SURVIVAL AND WAIVER

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

GOVERNING LAW; JURISDICTION AND VENUE

This Agreement and all matters arising under or in connection with this Agreement shall be governed by, construed and interpreted pursuant to the laws in the state of the locale of ENGINEER's address written in this Agreement without regard to conflicts of law principles. In any suit relating to this Agreement, CLIENT and ENGINEER unconditionally and voluntarily consent to be subject to the exclusive jurisdiction of the state or federal courts sitting in Iowa and hereby waive any objections to venue lying therein. Each of the parties hereby consents to service of process anywhere in the world.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of ENGINEER to provide equal employment opportunities for all. ENGINEER will not discriminate against any employee or applicant because of race, color, religion, sex, marital status, national origin, age, ancestry, veteran status, physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and ENGINEER and supersedes all prior or contemporaneous negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms. Any amendments, changes or alterations to this Agreement shall only be binding if reduced to writing and signed by both parties.

SIGNATURES

This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same agreement. Original, facsimile, or electronic signatures by the parties are deemed acceptable for binding the parties to the Agreement.

NOTICES

All formal notices requests, demands, and other communications required under this Agreement shall be in writing and shall be hand delivered to the party or mailed by overnight registered or certified mail, postage prepaid, return receipt requested, to the address of the respective party set forth in this Agreement and to the attention of the respective person signing this Agreement on behalf of the party. The date of hand delivery or the date of mailing in accordance with the foregoing sentence shall be deemed to be the date of delivery of any such notice.

Attachment B
Scope of Engineering Services
Runway Drainage Improvements
Cresco Municipal Airport

This project provides for the construction of runway drainage improvements at the Cresco Municipal Airport. The project is being funded in part with a grant in aid from the Iowa Department of Transportation.

Task 1.0 - Design

- 1.1 Geotechnical Investigations. Preliminary geotechnical investigations will not be included. Minimal evaluation of subbase exposed during the project is included.
- 1.2 Collect Topo & Draft Background. Topographic data for the project area will be collected using electronic field collection techniques. This data will then be downloaded and drafted in the office to provide a background CAD drawing to be used for planning and development of the project site plan. Pavement patching required to complete this project will also be identified within project extents.
- 1.3 Cover Sheet. The cover sheet shall provide pertinent project information such as project title, general description of the work, project numbers, location map, index to the plan sheets, and designer certification.
- 1.4 Symbols, Legend and Information Sheet. This sheet shall contain symbols used throughout the plan set, project bench mark descriptions, and a tabulation of horizontal control points.
- 1.5 Project Layout and Safety Plan Sheet. This sheet will provide a general layout of the project and denote the contractor's access, assembly and storage areas. This sheet will also address project safety requirements. The contractor shall be solely and exclusively responsible for the safety of the airport users as it relates to construction activities.
- 1.6 Project Quantities Sheet. The project quantities sheet will include identification of project bid items, specification references, plan quantities and a location to tabulate final quantities as part of the record drawings. In addition, any special reference notes for the bid items will be included.
- 1.7 Site Plan. We will prepare a site plan depicting project dimensions, grades, elevations, drainage, layout, other construction details and notes related to the proposed improvements.

- 1.8 Project Manual. We will prepare a project manual utilizing the Iowa Statewide Urban Designs and Specifications (SUDAS) Design Manual for the solicitation of bids in accordance with a formal competitive bid process. The bid documents will consist of a Notice to Bidders and Notice of Public Hearing, Instructions to Bidders, Form of Proposal, Iowa DOT Targeted Small Business Requirements, Form of Bid Bond, Form of Contract, Form of Performance, Payment and Maintenance Bond, Insurance Requirements, Additional Requirements, Special Provisions, and applicable Advisory Circulars. We will prepare Reference Specifications describing materials, work to be performed, method of measurement, method of payment and any specific features required by the City of Cresco.
- 1.9 Progress Meetings. Occasional meetings with the Sponsor or the Sponsor's representatives will be held to obtain input and to coordinate the design process and decisions.
- 1.10 Quality Control Review. We will provide preliminary plans and specifications to the City of Cresco, the Iowa DOT for review along with conducting an internal quality control review. We will then prepare final plans and specifications incorporating comments identified during this review process.

Task 2.0 - Bid Letting

- 2.1 Opinion of Probable Costs. We will provide an opinion of probable construction cost based on plan quantities.
- 2.2 Advertising. We will assist the City of Cresco in publication of appropriate legal notices, providing notice to various plan room clearing houses and directly notifying contractors of the proposed construction work. In addition, we will answer contractors' questions and issue any addenda required during the bidding period.
- 2.3 Bid Opening and Award. We will assist the City of Cresco in securing and opening of bid proposals. Provide the tabulation and analysis of bids, and the city acceptance of the bid award to the Iowa DOT. After receiving the concurrence we will assist the City of Cresco in preparing signatory copies of the construction contract.

Task 3.0 – Distribution of Plans and Specifications

- 3.1 Distribution of Plans and Specifications. We will print and distribute paper copies of the project's contract documents to prospective bidders, subcontractor suppliers and contractor plan room services as provided for under the laws of the State of Iowa.

Task 4.0 – Grant Administration

- 4.1 Claim for Reimbursement. We will track the project costs, gather invoices and prepare for the City of Cresco’s signature and submission, Iowa DOT form 291108 “Claim for Reimbursement of Project Costs.” The City of Cresco will provide copies of cancelled checks documenting payment of the invoices.

Task 5.0 - Contract Administration

- 5.1 Preconstruction Conference. We will prepare an agenda, organize and attend a meeting with the Contractor, Subcontractors, Subconsultants, Airport Authorities, Sponsor, and the IDOT to establish construction schedules, coordinate subcontractors, and establish communications for the project during construction. After the meeting we will prepare and distribute minutes of the conference.
- 5.2 Submittal Reviews and Coordination. The Contractor will be required to submit various submittals and approval data for the project. The submittals will be checked for compliance with the plans and specifications.
- 5.3 Construction Progress Payments. Monthly payments will be made by the Sponsor to the prime contractor for the construction work. Tabulations of the construction quantities satisfactorily completed and their related cost will be prepared and a recommendation for payment in accordance with the construction contract will be made.
- 5.4 Visits to the Site. Engineering staff will make occasional visits to the construction site to check the general quality and quantity of the Contractor's work. Based on information obtained during such visits, determine in general if such work is proceeding in accordance with the Contract and keep the City of Cresco informed of the progress.
- 5.5 Engineering Administration. This task involves coordination, supervision, communications, and scheduling of the engineering staff as required for this project. In addition, the Project Manager will provide engineering decisions and provide communications with the Sponsor and the Contractor required for administration and implementation of the project.
- 5.6 Change Orders. Prepare change orders for changes necessary in the construction for submission to the Sponsor and the Contractor for approval. This process shall include itemization and documentation of cost adjustments.
- 5.7 Engineer's Statement of Completion. When the Contractor claims final completion of the construction, engineering staff shall make an inspection of the work and prepare a list of items of work or construction not acceptable or uncompleted for the Contractor to complete or repair. A Professional Engineer will prepare a Statement of Completion along with Iowa DOT Form 291109

stating that the construction work has been substantially completed in accordance with the terms of the contract and will list the final construction quantities and costs.

- 5.8 Record Drawings. Prepare from records, reports, field plans, etc., a final copy of record plans to show changes in the work authorized and known during the construction process.

Task 6.0 - Construction Staking

- 6.1 Grading Stakes. CGA will provide rough grade stakes or grade checks for grading within the project limits, and will also include staking for subdrain improvements associated with the project.

Task 7.0 - Construction Observation

- 7.1 Resident Observation. A resident construction observer will be provided during major construction activities. Duties and responsibilities of the observer will include checking compliance of the construction with the plans and specifications, record and document the contractor's activities, prepare related reports, and serve as the Project Engineer's liaison with the contractor. Labor costs are based on part time observation of 44 hours.

Task 8.0 - Construction Testing

- 8.1 Laboratory and Field Testing. Laboratory and Field Testing will consist of subgrade/subbase visual inspection, concrete slump, air content, and compressive strength tests. This task will also involve the monitoring, tabulating and review of the results.



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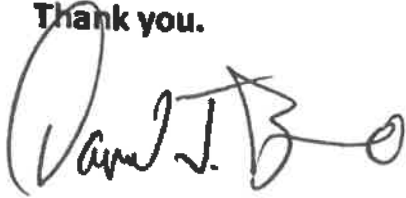
CGA
Clemens-Garber Associates, Inc.
18 E Main Street
Marshalltown, IA 50158
Tel: 563-520-6181
www.cga-marshall.com

Runway Drainage Improvements Project Exhibit Cresco Municipal Airport - Ellen Church Field

November 5, 2021

**On November 2, 2021, I was elected to be the next Mayor of Cresco, Iowa.
Therefore, I respectfully resign from the Cresco City Council "At-Large" position
effective 12-31-2021.**

Thank you.

A handwritten signature in black ink, appearing to read "David J. Brenno". The signature is written in a cursive style with a large initial "D" and a long horizontal flourish at the end.

David J. Brenno