

NOTICE AND CALL OF PUBLIC MEETING

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA
DATE OF MEETING: SEPTEMBER 16, 2019
TIME AND PLACE OF MEETING: 7:00 P.M. AT CRESCO CITY HALL

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: BRENNO, McCARVILLE, FORTUNE, BOUSKA, CARMAN

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

1. Approval of the Agenda
2. Approval of the Claims
3. Approval of Minutes from September 4, 2019
4. Approval of Class E Liquor License (LE) to add Class B Wine Permit to Casey's Marketing d/b/a Casey's General Store #2511
5. Approval of Class E Liquor License (LE) to Change Officers for Casey's Marketing d/b/a Casey's General Store #2511

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

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

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

1. Public Hearing on the Proposed Plans, Specifications, Form of Contract, and Estimate of Said Improvements for the Vernon Road Watermain Improvements Project
2. Resolution Making Award of Contract for the Vernon Road Watermain Improvements Project
3. Resolution Authorizing the Mayor and City Clerk to Enter into a Professional Services Agreement with WHKS & Co. for the Vernon Road Watermain Improvements Project
4. Resolution Authorizing the Mayor and City Clerk to Enter into a 28E Agreement with Howard County for Law Enforcement Services Regarding the Jail
5. Motion to Submit a Letter to the Iowa Utilities Board in Opposition of the Proposed Alliant Energy Rate Increases
6. Set Public Hearing for Budget Amendment #2 for Fiscal Year Ending June 30, 2019
7. Discuss Nuisance Property at 119 5th Ave E
8. Discuss the Proposals Received for the Trailer Park Development

COMMENTS FROM AUDIENCE:

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 SEPTEMBER 13, 2019.


**NOTICE OF PUBLIC HEARING ON THE PROPOSED PLANS,
SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE
OF SAID IMPROVEMENTS FOR THE VERNON ROAD
WATERMAIN IMPROVEMENTS PROJECT**

You are hereby notified that the City Council of the City of Cresco, Iowa, will hold a Public Hearing on the 16th day of September, 2019, in Council Chambers at City Hall. At this meeting, the Council will present the proposed plans, specifications, form of contract, and estimate of said improvements for the Vernon Road Watermain Improvements Project.

This hearing will be conducted during the regular Cresco City Council Meeting starting at 7:00 pm September 16, 2019.

Any resident of Cresco wishing to be heard concerning the reasons for, or objections to, the proposed project, must appear at said hearing and voice your opinions in person or in writing.

BY ORDER OF THE CITY COUNCIL OF CRESCO, IOWA


Michelle Girolamo
City Clerk

Mayor Bohle called the Cresco City Council meeting to order on September 4, 2019, at 7:00 pm at City Hall. Council Members Brenno, McCarville, Fortune, Bouska and Carman were present. No council members were absent.

Bouska made the motion to approve the consent agenda which included approval of the: agenda; claims; minutes of the August 19, 2019 meeting and work session; Street Closing Permit for the annual Power of Pink 5K Run/Walk for Breast Cancer Awareness on October 12, 2019 for portions of 7th Ave W, 2nd St W, 8th Ave W, 8th Ave E, 8th St E, 12th Ave E, Yankee Ave, and 7th Ave E; Parade Permit for the CHS Homecoming Parade on September 20, 2019 for portions of 8th St E, 5th Ave, 7th St E, 3rd Ave and N Elm St; Parade Permit for Norman Borlaug Harvest Fest Parade on September 21, 2019 for portions of 6th Ave W, 6th Ave E and N Elm St; Street Closing Permit for Cruise to Cresco on September 21, 2019 for portions of S Park Place, N Park Place and N Elm St; Street Closing Permit for Norman Borlaug Harvest Fest on September 21-22, 2019 for portions of N Elm St; Permit for Norman Borlaug Harvest Fest Tent on September 18-22, 2019 for portions of Southside Parking Lot. Carman seconded and it passed all ayes. Bouska commented that a Safety Plan was submitted for the Power of Pink 5K and it looked good.

Public Works Director Freidhof reported: (a) continuing with the street light project with eight being installed today; (b) replaced the valve on the water tower today and fortunately uncovered a valve that we have been not been able to find for several years so instead of 47 residences being without water only five needed to be turned off; (c) Vernon Road Watermain Project bids will be opened on September 10, 2019; (d) the Vernon Road Reconstruction Project may begin October 14, 2019; (e) Mike Born was nominated by the Iowa DNR for Operator of the Year for Region I. One of the three nominees will be awarded in October.

Police Chief Ruroden submitted the monthly police call report. School started with no incidences.

City Clerk Girolamo reported the State Library of Iowa Library Board will present a webinar to help your community thrive. The public is invited and especially community leaders. The webinar will be at the Cresco Public Library on Thursday, September 19th at 6pm.

Fortune reported Tonic Sol Fa performed at the Theater last week. Attendees included people from Des Moines, LaCrosse, Iowa City, Elkader, and Spirit Lake as well as many local supporters. They are talking about booking another show next year in Cresco. It was very successful and many commented on how much they liked the live entertainment in the Cresco Theatre. "Elvis" will be performing the same night of the Cruise to Cresco on September 21st. The acts that Wendy has booked have been good revenue sources with minimal risk since we are not paying an upfront fee but rather a percentage split of the ticket sales and the Theatre gets all of the concession sales.

Bouska reported the HCEDC met and Jason, Spiff and the cities in the county updated others on their projects. The Census is looking for people to work and the wages earned may not count against income limitations. Many cities are looking for incentives including tax abatement programs and the "Spruce up Elma" program. Chester reminded everyone their traffic cameras are operating. Lime Springs is looking at a sewer plant which will cost about \$9 million which is much higher than the \$6 million estimate years ago. Riceville is doing some paving projects with assessments as high as \$30,000 for some residences.

Mayor Bohle opened the public hearing for a zoning change from R-4 to R-3 for the area between the Vernon Road, 4th Avenue SW, 3rd Street SW and 5th Avenue SW. There were no written or oral comments and the public hearing was closed. Bouska made the motion to approve the resolution authorizing the change of zoning from R-4 Mobile Home Park District to R-3 Medium Density Residential District. Carman seconded and it passed all ayes.

Bouska made the motion to approve the resolution accepting the Annual Urban Renewal Report of the City of Cresco, Iowa, for the fiscal year 2018-2019 and directing the Clerk to file the report with the State of Iowa Department of Management. Fortune seconded and it passed all ayes.

Carman made the motion to approve the resolution authorizing the Mayor to enter into an Engagement Agreement with Ahlers and Cooney, PC to perform services for preparation of Purchase and Development Agreement for Housing Development RFP. Brenno seconded and it passed all ayes.

Freidhof explained that Jim Dietzenbach owns a pair of duplexes which had been rented but he now wants to split them up and sell them. The infrastructure already exists and no change in the structures will occur except a Homeowners Association will be formed and they will be sold rather than renting. Bouska made the motion to approve the resolution waiving the requirements of Chapter 170 of the Code of Ordinances regarding the 2nd Avenue Condominium Complex. Carman seconded and it passed all ayes.

Brenno made the motion to approve the resolution authorizing the Mayor and City Clerk to enter into a 28E Agreement with Howard County for the Vernon Road Watermain Reconstruction and Drainage Project. Fortune seconded and it passed all ayes.

Ruroden presented a proposal from Lexipol to update the Police policies and procedures. The last major update to Cresco's manual was done in 2001. The proposal was for an annual fee for them to keep it updated. Council agreed it would be a good idea to update the manual but were not comfortable with the high fee on an annual basis. We will look into the possibility of just doing a one-time update with the intent to review it every five years or so and also the possibility of available grants.

The City received a request that it install signs for the free City Parking Lots. We will look into designing custom signage and grant opportunities.

The Mayor received an email from a Professor at Luther College who is the Director of Luther's Center for Sustainable Communities. He is requesting the City of Cresco Council to either draft a letter or resolution for the Iowa Utilities Board opposing the proposed 24.45% increase in Alliant Energy residential electrical rates. The Council agreed the proposed increase will dramatically impact residents especially those on a fixed or lower income base. Council directed the City Clerk to draft a letter, with Council Member Bouska's assistance, for them to sign at the next Council meeting and submit to the IUB.

Mayor Bohle asked for comments from the audience. Dan Weness addressed the Council regarding the decision made at the last meeting to choose the BDM proposal over the Nathan Schwickerath proposal on which Dan was the general contractor. He told Council he was not asking them to change anything but wanted to express their disappointment with the Council's decision. He questioned whether the BDM proposal met the requirement of the RFP for the development to be completed within five years. He agreed the other proposal would generate more property revenue but their proposal would generate it faster since they would build all of the units within one year to 18 months.

Carman moved to adjourn at 7:27 pm. Brenno seconded and it passed all ayes. The next regular Cresco City Council meeting will be September 16, 2019 at 7:00 pm at Cresco City Hall.

Mayor Mark Bohle

City Clerk Michelle Girolamo

Following is a list of claims approved for payment:

AHLERS&COONEY	LglSrv	45.00
ALEXIS FIRE EQUIP	Parts	84.03
ALLIANT	Elect	15,223.07
BALIK,ISRAEL	DepAp	21.06
BITUMINOUS	Oil	27,616.03
BLACK HILLS	NatGas	652.61
BLACK,AMANDA	DepAp	31.59
BONNICHSEN,MICHELLI	DepAp	15.18
BROWN SUPPLY	Supp	136.82
BRUENING REC	Srvc	105.00
BRUENING ROCK	Chips	5,356.43
BURROUGHS,JESSE	DepAp	18.74
BUTIKOFER,AARON	OTMeal	11.64
CARRICO AQUATIC	Parts	92.08
CITY LAUNDERING	Srvc	251.84
CITY OF CRESCO	Util	1,382.27
CORRIGAN,KELLY	DepAp	31.35
COX,SHANNON	OTMeal	22.59
CR SHOPPER	Ads	422.51
CR TPD	Notices	351.75
CULLIGAN	Srvc	79.98
DC COMM	Phone	17.97
DELUXE ECHOSTAR	Movie	119.85
DISNEY	Movie	456.71
ELECTRIC PUMP	Parts	98.79
ELWOOD...	AttnyFees	635.00
ENGLE TECH	Srvc	16,866.00
FORD,BRANDON	DepAp	6.71
FOX	Movie	250.00
GANSEN, NORBERT	DepAp	22.34
GILLETTE PEPSI	Concess	538.41
GINGERICH,CHRIS	DepAp	31.59
GOSCH'S	Srvc	252.25
HACH	Supp	203.61
HENDRICKSON,DARIN	DepRef	80.00
HOLSTROM	Supp	211.50
HCEDC	Grant	619.72
INSPIRE(D)	Adv	460.00
IA DNR	Fee	30.00
IA ONE CALL	OneCall	58.50
JD FIN	Supp	944.27
JOHN KLEIN ENT	DepRef	100.00
KEYSTONE LAB	Analys	1,755.65
KIRKWOOD	Trng	240.00
KNOBLOCH,NATALIE	DepRef	80.00
KRIENER,MAKENZ	OTMeal	18.00
LARSON,CARTER	DepAp	32.05
LT MECH	Srvc	1,033.97
MALLI, PAUL	DepAp	80.00
MARKIN,SANTANA	DepAp	80.00
MEHMERT TILING	Srvc	1,322.87
METERING&TECH	Meters	2,855.82
MIDWEST RADAR	Srvc	320.00
MILLER FENCE	Fence	4,999.58
MILLER,KELLY	DepAp	80.00
MUNKEL,LISA	DepAp	80.00

NE IA MOTORS	Srvc	202.77
O'HENRY'S	Supp	419.00
OX&WREN	DepAp	38.64
PAYROLL		75,749.55
PEDRETTI,ALLISON	DepRef	80.00
PETERSON,JOSHUA	DepRef	80.00
PLANTIN,MARY	DepAp	10.64
POSTMASTER	Pstg	439.60
PRINCIPAL LIFE	Ins	105.90
PRO HYDRO-TESTING	Supp	558.50
PUSH PEDAL PULL	Parts	30.11
ROADSIDE ATTRACTNS	Movie	250.00
SAMEC,CHAD	DepAp	80.00
SAM'S MC	SuppConces	2,716.49
SAWICKI,GARY	DepAp	17.09
SCHROEDER,DAVID	DepAp	31.59
SCHWICKERT'S	Rprs	1,835.00
SIGNS&DESIGNS	Signs	378.00
SLIFKA,BETTY	DepAp	32.22
SOLAR PRO	Solar	4,785.70
SONY	Movie	500.00
SOVEREIGN,GLADYS	DepAp	10.59
SQUARE	CC Fees	20.02
STOREY KENWORTHY	Supp	113.71
TASC	Fees	231.84
THORSTEN,SHANE	DepAp	25.27
TONIC SOL FA	SpcEvt	2,332.00
UNIVERSAL PUB	Adv	125.00
UPPER EXPL RPC	Fees	1,017.29
VERIZON	Wireless	102.59
VISA	Trng	225.89
VSETECKA,DELORES	DepAp	32.22
WARNER BROS	Movie	250.00
WILSON,MIKE	Movie	300.00
WINDSTREAM	Phone	817.65
GENERAL		80,987.89
LOST		16,866.00
NUISANCE		556.00
FIRE STATION BLDG		267.01
MEDIACOM		493.96
CR COMM FIRE		1,382.36
ROAD USE		46,982.27
EMPLOYEE BEN		250.99
REHAB HOUSE		1,017.29
PARK TRUST		4,999.58
REC		411.00
WATER		14,448.70
WATER DEP		1,228.87
SEWER OP		10,941.72
CAP IMPR		21.98
YARDWASTE		21.98
EXPENDITURES		180,877.60
Revenues 8/20-9/4/19		194,782.55

Add Wine Permit
effective 10/1/19

Applicant License Application (LE0002855)

Name of Applicant: <u>CASEY'S MARKETING</u>		
Name of Business (DBA): <u>CASEY'S GENERAL STORE #2511</u>		
Address of Premises: <u>601 2ND AVE S.W.</u>		
City <u>Cresco</u>	County: <u>Howard</u>	Zip: <u>52136</u>
Business <u>(563) 547-2427</u>		
Mailing <u>PO BOX 3001</u>		
City <u>ANKENY</u>	State <u>IA</u>	Zip: <u>50021</u>

Contact Person

Name <u>JESSICA FISHER, STORE OPERATIONS</u>		
Phone: <u>(515) 446-6404</u>	Email	<u>JESSICA.FISHER@CASEYS.COM</u>

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 03/01/2019

Expiration Date: 02/29/2020

Privileges:

Class B Wine Permit

Class E Liquor License (LE)

Status of Business

BusinessType: <u>Publicly Traded Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

42-0935283 CASEY'S GENERAL STORE INC.

First Name: <u>42-0935283</u>	Last Name: <u>CASEY'S GENERAL STORE, INC.</u>
City: <u>ANKENY</u>	State: <u>Iowa</u> Zip: <u>50021</u>
Position: <u>OWNER</u>	
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>

Michael Richardson

First Name: <u>Michael</u>	Last Name: <u>Richardson</u>
City: <u>PLEASANT HILL</u>	State: <u>Iowa</u> Zip: <u>50327</u>
Position: <u>PRESIDENT</u>	
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>

JOHN SOUPENE

First Name: <u>JOHN</u>	Last Name: <u>SOUPENE</u>
City: <u>ANKENY</u>	State: <u>Iowa</u> Zip: <u>50023</u>
Position: <u>VICE-PRESIDENT</u>	

% of Ownership: 0.00%

U.S. Citizen: Yes

JULIA JACKOWSKI

First Name: JULIA

Last Name: JACKOWSKI

City: URBANDALE

State: Iowa

Zip: 50322

Position: SECRETARY

% of Ownership: 0.00%

U.S. Citizen: Yes

JAMES PISTILLO

First Name: JAMES

Last Name: PISTILLO

City: URBANDALE

State: Iowa

Zip: 50323

Position: TREASURER

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Merchants Bonding Company

Policy Effective Date: 03/01/2019

Policy Expiration 01/01/1900

Bond Effective 2

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Change in Ownership
eff. 3/1/2020

Applicant License Application (LE0002855)

Name of Applicant: <u>CASEY'S MARKETING</u>		
Name of Business (DBA): <u>CASEY'S GENERAL STORE #2511</u>		
Address of Premises: <u>601 2ND AVE S.W.</u>		
City <u>Cresco</u>	County: <u>Howard</u>	Zip: <u>52136</u>
Business <u>(563) 547-2427</u>		
Mailing <u>PO BOX 3001</u>		
City <u>ANKENY</u>	State <u>IA</u>	Zip: <u>50021</u>

Contact Person

Name <u>JESSICA FISHER, STORE OPERATIONS</u>		
Phone: <u>(515) 446-6404</u>	Email	<u>JESSICA.FISHER@CASEYS.COM</u>

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 03/01/2020

Expiration Date:

Privileges:

Class E Liquor License (LE)

Status of Business

BusinessType: <u>Publicly Traded Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

42-0935283 CASEY'S GENERAL STORE INC.

First Name: 42-0935283 Last Name: CASEY'S GENERAL STORE, INC.
City: ANKENY State: Iowa Zip: 50021
Position: OWNER
% of Ownership: 100.00% U.S. Citizen: Yes

JOHN SOUPENE

First Name: JOHN Last Name: SOUPENE
City: ANKENY State: Iowa Zip: 50023
Position: VICE-PRESIDENT
% of Ownership: 0.00% U.S. Citizen: Yes

JULIA JACKOWSKI

First Name: JULIA Last Name: JACKOWSKI
City: URBANDALE State: Iowa Zip: 50322
Position: SECRETARY
% of Ownership: 0.00% U.S. Citizen: Yes

JAMES PISTILLO

First Name: JAMES **Last Name:** PISTILLO
City: URBANDALE **State:** Iowa **Zip:** 50323
Position: TREASURER
% of Ownership: 0.00% **U.S. Citizen:** Yes

MEGAN ELFERS

First Name: MEGAN **Last Name:** ELFERS
City: CLIVE **State:** Iowa **Zip:** 50325
Position: PRESIDENT
% of Ownership: 0.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Merchants Bonding Company</u>	
Policy Effective Date: <u>03/01/2019</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

**CITY OF CRESCO
CASH & INVESTMENT BY FUND
AS OF AUGUST 31, 2019**

	CASH BALANCE	MONEY MKT BALANCE	CD BALANCE	OTHER BANK BALANCE	FUND BALANCE	
001	General Fund	48,376.12	239,000.00	500,000.00	-	787,376.12
001	General Fund - Theatre	-	-	-	8,261.13	8,261.13
001	General Fund - Credit Card Processing	-	-	-	2,500.00	2,500.00
001	General Fund - RAGBRAI	-	-	8,710.24	-	8,710.24
002	General Fund-Hotel/Motel	273.56	27,500.00	-	-	27,773.56
022	Local Option Tax Project	3,558.64	528,000.00	500,000.00	-	1,031,558.64
065	Nuisance House Fund	354.23	9,000.00	-	-	9,354.23
078	Fire Station Building	996.61	12,000.00	-	-	12,996.61
081	Cresco Telecommunic	1,083.85	18,000.00	20,000.00	-	39,083.85
087	Equipment Replace	573.65	11,000.00	15,000.00	-	26,573.65
090	Office/Computer Equip.	1,059.64	9,000.00	-	-	10,059.64
091	Street Equipment Trust	1,370.40	27,000.00	60,000.00	-	88,370.40
092	Theatre Trust	369.62	5,000.00	-	-	5,369.62
093	Drug Dog Fund	208.16	4,000.00	-	-	4,208.16
094	Airport Trust	145.11	19,000.00	15,000.00	-	34,145.11
098	Cresco Community Fire	885.59	46,000.00	35,000.00	-	81,885.59
110	Road Use Tax Fund	2,320.66	337,000.00	400,000.00	-	739,320.66
112	Employee Benefits Trust	2,708.70	66,000.00	600,000.00	-	668,708.70
119	Emergency Fund	277.89	-	-	-	277.89
160	ClDC/CityRevol.Loan-bus.	755.38	78,000.00	50,000.00	-	128,755.38
177	Police Forfeiture Fund	115.13	-	-	-	115.13
182	Rehab Housing	341.70	58,000.00	-	-	58,341.70
183	Equip.Repair-Fitness Ctr	625.22	24,000.00	25,000.00	-	49,625.22
184	City Park Trust	64.91	10,000.00	-	-	10,064.91
185	Recreation Supply	203.96	16,000.00	-	-	16,203.96
188	Fire Equipment Trust	83.93	10,000.00	5,000.00	-	15,083.93
200	Debt Service Fund	348.79	72,000.00	-	-	72,348.79
319	Street Assessment Project Fund	971.44	122,000.00	0.00	-	122,971.44
600	Water Utility Fund	4,863.71	227,000.00	350,000.00	-	581,863.71
601	Water Deposit Trust	885.87	16,000.00	15,000.00	-	31,885.87
602	Water Utility Replacement	1,011.80	285,000.00	40,000.00	-	326,011.80
610	MSSU Revenue	4,609.71	255,000.00	650,000.00	-	909,609.71
612	MSSU Operation/Maint	729.19	-	-	-	729.19
613	MSSU Replacement	344.24	160,000.00	400,000.00	-	560,344.24
614	MSSU Rev.Bond Int	310.23	36,000.00	70,000.00	-	106,310.23
620	Cap Imp Water, Sewer, Storm	827.28	83,000.00	150,000.00	-	233,827.28
670	Yard Waste Fund	965.26	31,000.00	100,000.00	-	131,965.26
820	Health Ins Partial Self Fund	-	-	-	101,167.19	101,167.19
Totals		82,620.18	2,840,500.00	4,008,710.24	111,928.32	7,043,758.74
		1%	40%	57%	2%	<u>7,043,758.74</u>

Checking - Cresco Bank & Trust (operating)	0.15%	82,620.18
Checking - CB&T (credit cards)	0.00%	2,500.00
Theatre Checking	0.00%	8,261.13
Money Market - Cresco Bank & Trust	1.65%	2,840,500.00
MMKT Hlth Ins Partial Self Funded	1.65%	101,167.19
CD RAGBRAI - 36 month - matures 9/14/20	1.64%	8,710.24
CD - 12 month - matures 6/25/20	2.18%	<u>4,000,000.00</u>

\$ 7,043,758.74

CITY OF CRESCO
 REVENUE REPORT
 CALENDAR 8/2019, FISCAL 2/2020

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	% RECEIVED
	GENERAL TOTAL	137,151.17	287,311.11	3,112,133.00	9.23
	HOTEL/MOTEL TAX TOTAL	4,103.75	4,103.75	21,000.00	19.54
	LOST PROJECT TOTAL	37,270.05	73,906.28	491,500.00	15.04
	NUISANCE HOUSE TOTAL	12.41	31.55	10,000.00	.32
	FIRE STATION BUILDING TOTAL	16.55	2,687.28	10,600.00	25.35
	MEDIACOM TOTAL	1,353.48	1,824.56	8,900.00	20.50
	EQUIPMENT REPLACEMENT TOTAL	15.17	32.71	300.00	10.90
	OFFICE EQUIPMENT TOTAL	12.41	26.76	100.00	26.76
	STREET TRUST TOTAL	501.96	1,061.76	7,000.00	15.17
	THEATRE TRUST FUND TOTAL	6.90	14.87	12,000.00	.12
	DRUG DOG TOTAL	5.52	11.90	.00	.00
	AIRPORT TRUST FUND TOTAL	26.20	56.50	7,550.00	.75
	CRESCO COMMUNITY FIRE TOTAL	2,028.16	30,860.10	77,900.00	39.62
	ROAD USE TAX TOTAL	55,893.66	95,822.01	520,000.00	18.43
	EMPLOYEE BENEFITS TOTAL	2,879.08	10,380.80	530,476.00	1.96
	EMERGENCY FUND TOTAL	.00	277.89	33,000.00	.84
	LOCAL OPTION SALES TAX TOTAL	40,602.14	80,435.43	470,000.00	17.11
	REVOLVING LOAN TOTAL	3,648.12	7,306.70	33,571.00	21.76
	REHAB HOUSE TOTAL	79.98	174.08	219,000.00	.08
	FITNESS CENTER TRUST TOTAL	233.08	471.34	17,600.00	2.68
	PARK TRUST TOTAL	13.79	4,031.33	1,500.00	268.76
	RECREATION SUPPLY TOTAL	2,822.06	5,287.79	10,000.00	52.88
	FIRE EQUIPMENT TOTAL	13.79	28.14	9,000.00	.31
	DEBT SERVICE TOTAL	4,159.50	11,119.58	441,274.00	2.52
	STREET ASSESSMENT TOTAL	168.24	362.81	86,000.00	.42
	WATER TOTAL	46,969.74	103,046.93	567,800.00	18.15
	WATER DEPOSIT TOTAL	1,200.00	2,640.00	13,000.00	20.31
	WATER EQUIPMENT REPLACE TOTAL	415.08	894.34	204,000.00	.44
	SEWER TOTAL	65,194.59	144,211.65	802,000.00	17.98
	SEWER OPERATIONS TOTAL	37,400.00	72,400.00	605,000.00	11.97
	SEWER REPLACEMENT PROJ TOTAL	220.64	474.22	155,000.00	.31
	SEWER SINKING TOTAL	49.64	107.06	47,000.00	.23
	PROPRIETARY CAP IMPROVE TOTAL	6,506.30	14,138.69	71,100.00	19.89
	YARDWASTE TOTAL	3,166.76	6,799.83	39,300.00	17.30
	SELF INSURANCE TOTAL	2,774.63	5,574.47	.00	.00
	TOTAL REVENUE BY FUND	456,914.55	967,914.22	8,634,604.00	11.21

CITY OF CRESCO
 BUDGET REPORT (Expenses)
 CALENDAR 8/2019, FISCAL 2/2020

ACCOUNT NUMBER	ACCOUNT TITLE	MDT BALANCE	YTD BALANCE	BUDGET	% SPENT
	GENERAL TOTAL	219,284.62	490,196.57	3,103,530.00	15.79
	HOTEL/MOTEL TAX TOTAL	5,955.00	6,955.00	21,000.00	33.12
	LOST PROJECT TOTAL	1,975.40	110,824.70	504,850.00	21.95
	NUISANCE HOUSE TOTAL	3,660.01	5,447.34	10,000.00	54.47
	FIRE STATION BUILDING TOTAL	826.24	1,201.10	15,500.00	7.75
	MEDIACOM TOTAL	1,297.22	2,399.45	16,900.00	14.20
	EQUIPMENT REPLACEMENT TOTAL	.00	.00	300.00	.00
	OFFICE EQUIPMENT TOTAL	.00	.00	1,000.00	.00
	STREET TRUST TOTAL	.00	1.00	.00	.00
	THEATRE TRUST FUND TOTAL	.00	.00	7,000.00	.00
	DRUG DOG TOTAL	.00	.00	4,500.00	.00
	CRESCO COMMUNITY FIRE TOTAL	4,184.53	5,231.52	77,900.00	6.72
	ROAD USE TAX TOTAL	43,052.98	98,059.99	549,300.00	17.85
	EMPLOYEE BENEFITS TOTAL	36,923.63	76,722.94	530,350.00	14.47
	EMERGENCY FUND TOTAL	.00	.00	33,000.00	.00
	LOCAL OPTION SALES TAX TOTAL	40,602.14	80,435.43	470,000.00	17.11
	REVOLVING LOAN TOTAL	.00	.00	20,000.00	.00
	REHAB HOUSE TOTAL	1,307.27	1,375.52	219,000.00	.63
	FITNESS CENTER TRUST TOTAL	.00	840.00	25,000.00	3.36
	PARK TRUST TOTAL	1,293.50	1,293.50	3,500.00	36.96
	RECREATION SUPPLY TOTAL	.00	4,618.00	10,000.00	46.18
	FIRE EQUIPMENT TOTAL	.00	.00	3,000.00	.00
	DEBT SERVICE TOTAL	.00	750.00	441,150.00	.17
	STREET ASSESSMENT TOTAL	.00	92.00	177,000.00	.05
	WATER TOTAL	30,369.13	68,688.55	648,400.00	10.59
	WATER DEPOSIT TOTAL	1,206.14	2,940.11	13,000.00	22.62
	WATER EQUIPMENT REPLACE TOTAL	.00	.00	250,700.00	.00
	SEWER TOTAL	37,400.00	72,400.00	801,800.00	9.03
	SEWER OPERATIONS TOTAL	37,606.98	77,400.79	603,400.00	12.83
	SEWER REPLACEMENT PROJ TOTAL	.00	.00	52,500.00	.00
	SEWER SINKING TOTAL	.00	.00	76,000.00	.00
	PROPRIETARY CAP IMPROVE TOTAL	34.78	56.47	20,300.00	.28
	YARDWASTE TOTAL	486.64	1,490.42	35,950.00	4.15
	SELF INSURANCE TOTAL	7,000.00	7,000.00	.00	.00
	TOTAL EXPENSES BY FUND	474,466.21	1,116,420.40	8,745,830.00	12.77

RESOLUTION NO. _____

**RESOLUTION MAKING AWARD OF CONTRACT FOR THE
VERNON ROAD WATERMAIN IMPROVEMENTS PROJECT**

The Cresco City Council considered the bids received and opened pursuant to resolution of the Council and notice duly published for construction of the Vernon Road Watermain Reconstruction, in accordance with the plans and specifications therefor.

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONTRACT FOR THE VERNON ROAD WATERMAIN IMPROVEMENTS PROJECT" and moved its adoption. Council Member _____ seconded the motion as follows:

_____ That the Resolution be adopted.

_____ To ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the consideration of bids to the meeting to be held at 7:00 o'clock P.M. on the _____ day of _____, 2019, at Cresco City Hall.

The roll was called and the vote was,

AYES: _____

NAYS: _____

ABSENT: _____

Whereupon, the Mayor declared the following Resolution duly adopted:
**RESOLUTION MAKING AWARD OF CONTRACT FOR THE
VERNON ROAD WATERMAIN IMPROVEMENTS PROJECT**

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

Section 1. That the bid of _____ of _____, in the amount of \$ _____, for the construction of the Vernon Road Watermain Reconstruction, described in the plans and specifications heretofore adopted by this Council for the project, after public hearing on published notice required by law, be and is hereby accepted, the same being the lowest responsive, responsible bid received for the work.

Section 2. The Mayor and City Clerk are hereby directed to execute the contract awarded above for the construction of the improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this _____ day of _____, 2019.

Mayor Mark Bohle

ATTEST: _____
City Clerk Michelle Girolamo

Bid Date: September 10, 2019 @ 2:00 p.m.
 Vernon Road Watermain Improvements
 Cresco, IA

Skyline Construction, Inc.
 800 Montgomery Street
 Decorah, IA 52101

Generation X Construction LLC
 PO Box 490
 Rushford, MN 55971

ITEM	QUANTITY	UNIT	TOTAL	UNIT	TOTAL
Mobilization	1	LS	\$9,801.20	\$25,000.00	\$25,000.00
Clear & Grubbing	1	LS	\$6,750.00	\$8,000.00	\$8,000.00
Remove Pavement (Conc & HMA)	462	SY	\$10.00	\$5.00	\$2,310.00
Remove Storm Sewer	24	LF	\$15.00	\$5.00	\$120.00
Remove Manhole	1	Each	\$400.00	\$500.00	\$500.00
Remove Hydrant	3	Each	\$435.00	\$500.00	\$1,500.00
Remove Gate Valve	4	Each	\$460.50	\$400.00	\$1,600.00
Remove Watermain	465	LF	\$2.35	\$2.00	\$930.00
Class 12 Excavation	20	CY	\$100.00	\$100.00	\$2,000.00
Topsoil Borrow	250	CY	\$35.00	\$15.00	\$3,750.00
Granular Borrow-Subgrade Correction	25	CY	\$45.00	\$15.00	\$375.00
Aggregate for Pipe Foundation	20	CY	\$40.00	\$20.00	\$400.00
Aggregate Surfacing	100	Tons	\$30.00	\$30.00	\$3,000.00
Construction Rock Entrance	1	Each	\$1,375.00	\$500.00	\$500.00
6" Concrete Pavement	462	SY	\$55.55	\$45.00	\$20,790.00
6" Subdrain	1,331	LF	\$10.25	\$20.00	\$26,620.00
6" Hickenbottom Riser	6	Each	\$260.00	\$700.00	\$4,200.00
Salvage & Reinstall 12" Storm Sewer Pipe	16	LF	\$40.40	\$40.00	\$640.00
Storm Sewer Pipe 15"	35	LF	\$50.00	\$35.00	\$1,225.00
Storm Sewer Pipe 18"	2,347	LF	\$40.19	\$30.00	\$70,410.00
4" Insulation	8	SY	\$21.00	\$30.00	\$240.00
Storm Sewer Manhole	7	Each	\$2,850.00	\$3,500.00	\$24,500.00
6" CM Subdrain Apron	1	Each	\$450.00	\$250.00	\$250.00
15" Storm Sewer Apron	3	Each	\$300.00	\$350.00	\$1,050.00
18" Storm Sewer Apron	1	Each	\$350.00	\$400.00	\$400.00
Erosion Stone	8	CY	\$55.00	\$50.00	\$400.00
Inlet Protection	10	Each	\$250.00	\$150.00	\$1,500.00
Silt Fence	510	LF	\$2.75	\$3.00	\$1,530.00
Traffic Control	1	LS	\$3,500.00	\$3,000.00	\$3,000.00
Seed	3.5	Acres	\$3,500.00	\$900.00	\$3,150.00
6" Watermain	1,010	LF	\$32.00	\$40.00	\$40,400.00
8" Watermain	428	LF	\$36.00	\$44.00	\$18,832.00
Hydrant	4	Each	\$4,350.00	\$4,000.00	\$16,000.00
8" Gate Valve	2	Each	\$1,560.00	\$3,250.00	\$6,800.00
6" Gate Valve	6	Each	\$1,230.00	\$3,000.00	\$18,000.00
Reconnect Water Service	3	Each	\$1,300.00	\$850.00	\$2,550.00
New Water Service	3	Each	\$1,350.00	\$850.00	\$2,550.00
Watermain Fittings	724	Lbs	\$10.00	\$12.00	\$8,688.00
Auto Water Flusher	1	Each	\$8,000.00	\$6,250.00	\$6,250.00
Temporary Water System	1.0	LS	\$1,800.00	\$2,500.00	\$2,500.00
New Sanitary Manhole Frame & Cover	1	Each	\$1,500.00	\$1,250.00	\$1,250.00
Connect to Existing Watermain	3	Each	\$1,000.00	\$750.00	\$2,250.00
Exploratory Excavation	4	Hours	\$300.00	\$250.00	\$1,000.00
TOTAL			\$341,927.93		\$336,660.00

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO
A PROFESSIONAL SERVICES AGREEMENT WITH WHKS & CO. FOR THE
VERNON ROAD WATERMAIN IMPROVEMENTS PROJECT

The City Council of the City of Cresco met in regular session on September 16,
2019 at 7:00 P.M. Council Members _____
were present. Council Members _____ were absent.

Council Member _____ moved the adoption of the foregoing
Resolution Authorizing the Mayor to enter into a PROFESSIONAL SERVICES
AGREEMENT with WHKS & Co. for professional services relating to the project
described as Vernon Road Watermain Improvements Project. Council Member
_____ seconded said motion. A roll call vote was requested by the Mayor
and said roll call vote resulted as follows:

Ayes: _____
Nays: _____
Absent: _____

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

PASSED AND APPROVED THIS 16TH DAY OF SEPTEMBER, 2019.

BY: _____
Mayor Mark Bohle

ATTEST: _____
City Clerk Michelle Girolamo



2905 S. Broadway
Rochester, MN 55904
Phone: 507-288-3923

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **CITY OF CRESCO, IA** hereinafter referred to as the "Client" and **WHKS & Co.**, hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **Vernon Road Watermain Improvements Construction** described in more detail in attached Exhibit A.

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

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

Scope of Services

WHKS shall perform the following described services for the Client:

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

Basis of Compensation

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

Task 1-3 Billed Hourly with an estimated fee of \$21,000 including expenses.

Executed this _____ day of _____, 2019.

City of Cresco



By: _____
Printed Name: Mark Bohle
Title: Mayor

By: _____
Printed Name: William Angerman, P.E.
Title: Exec. Vice President, COO



Exhibit A to Professional Services Agreement

A. Project

The project consists of construction services for a project to replace the watermain on Vernon Road from 5th to 6th Avenue and 7th Avenue to the existing edge of town. The project will add storm sewer and subdrain along the Vernon Road for drainage purposes. Water services will be replaced or extended to the properties along the street. The street will be patched where sections of concrete pavement are removed. Howard County is reconstructing a portion of the Vernon Road within the City. Coordination between contractors and agencies is required.

B. Scope of Services Provided Under This Agreement:

1. Project Management and Meetings

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

2. Construction Administration

- Provide construction administration during construction. Contract administration activities conducted during project construction include interpretation of plans and specifications, periodic visits to the construction site to observe the progress of work, review of shop drawings, process periodic payment estimates for completed construction work, prepare change orders when required, and prepare the final summary of project costs.
- Provide construction staking.
- Prepare record drawings from Contractor provided "mark-ups" at the completion of the construction.
- Perform post-construction closeout services up to point of project acceptance by resolution by City Council.

3. Construction Observation

- Provide resident project observation services during the construction of the Project. Resident observation is a part time function during construction. Duties are to provide on-site evaluations of the Project progress in accordance with the plans and specifications and report said progress to the Engineer. Additionally the observer maintains a log book recording conditions at the job site, weather, record of visitors, summary of daily activities, actions taken, observations in general and assists in recording data for eventual preparation of Record Drawings. The observer duties do not include construction means, methods, procedures, and job-site safety. Fee based on 100 hours of observation and travel time.



2905 S. Broadway
Rochester, MN 55904
Phone: 507-288-3923

C. Special Engineering Services:

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

Special Engineering Services include:

1. Negotiation for land acquisition
2. Quality control testing and construction materials testing
3. Permits other than those identified above.
4. State revolving loan fund or rural development funding assistance.
5. Land or Boundary surveys

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

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

2. Governing Law

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

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

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

5. Guarantees and Warranties

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

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

6. Indemnification

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

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

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

7. Billing and Payment Provisions

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

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

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

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

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

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

8. Ownership of Records

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

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

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

9. Delivery of Electronic Files

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

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

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

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

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

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

10. Changed Conditions

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

11. Permits and Approvals

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

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

12. Suspension of Services

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

13. Termination

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

14. Unauthorized Changes

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

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

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

15. Jobsite Safety

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

16. Additional Services

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

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

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

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

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

17. Dispute Resolution

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

18. Third Party Beneficiaries

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

19. Extension of Protection

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

20. Timeliness of Performance

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

21. Delays

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

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

22. Right to Retain Subconsultants

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

23. Assignment

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

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

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

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

26. Joint Participation

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

27. Record Documents

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

Revised 02/23/07

Revised: 04/29/09

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO ENTER INTO A 28E AGREEMENT WITH HOWARD COUNTY
FOR LAW ENFORCEMENT SERVICES REGARDING THE JAIL

WHEREAS, the City of Cresco and Howard County will work together to allow the efficient administration of jail/detention services; and

WHEREAS, the City of Cresco will transport food to the jail on a daily basis; and

WHEREAS, the Howard County will house the inmates and make arrangements for prisoners to receive medical services as deemed necessary, all at County cost.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized and directed to sign the written 28E Agreement with Howard County for law enforcement services regarding the jail.

Council Person _____ moved the adoption of the foregoing Resolution Authorizing the Mayor and City Clerk to enter into a 28E Agreement with Howard County. Council Person _____ seconded said motion. A roll call vote was requested by the Mayor and said roll call vote resulted as follows:

Ayes: _____

Nays: _____

Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the agreement dated _____, 2019, between the City of Cresco and HOWARD COUNTY 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 _____, 2019.

BY: _____
Mayor Mark Bohle

ATTEST: _____
City Clerk Michelle Girolamo

Prepared by and Returned to:
Kevin Schoeberl, Howard County Attorney
137 North Elm Street
Cresco, Iowa 52136
563-547-9202

28E AGREEMENT FOR LAW ENFORCEMENT SERVICES REGARDING JAIL.

THIS AGREEMENT is entered into this 16th day of September, 2019, by and between Howard County, Iowa hereinafter referred to as the "County" and the City of Cresco, Iowa hereinafter referred to as the "City".

1. STATEMENT OF AGREEMENT

The County, through the office of the Howard County Sheriff, agrees to provide housing at the Jail/Detention facility for inmates on behalf of the City and the City agrees to assist the County through the Howard County Sheriff to provide such services in accordance with and subject to the terms of the agreement.

2. LEGAL BASIS

This agreement is authorized by the provisions of Chapter 28E and other relevant provisions of the Code of Iowa, 2019.

3. PURPOSE

The purpose of this 28E Agreement is to allow the efficient administration of jail/detention services for the County and City.

4. DELIVERY OF SERVICES

The City will transport food from the contracted food service center to the jail on a daily basis without charge.

In the case that either the City or County are unavailable other arrangement will be made to have meals delivered.

The County will house the inmates and make arrangements for prisoners to receive medical services as deemed necessary all at County cost.

5. LIABILITY

County shall assume liability for, defend against, secure and hold harmless the City from all costs or damages for injury to person or property caused by the County or its employees.

City shall assume liability for, defend against, secure and hold harmless the County from all costs or damages for injury to person or property caused by the City or its employees.

6. RENEWAL AND TERMINATION

Unless terminated, this Agreement shall be renewed automatically for successive terms of five (5) years from the effective date herof. This Agreement may be terminated by either party by giving the other party written notice of its intention to withdraw, said notice being delivered to the other party not later than ninety days prior to the renewal date of June 30. The parties have considered the applicability of Iowa Code Section 28E.27 to this Agreement. Said section mandates a minimum time period for the Agreement(s) regarding "joint or cooperative services or facilities for unified law enforcement." The parties to this Agreement have not concluded that said section is applicable to this Agreement or the parties' hereto. However, to the extent that said section (28E.27) is applicable to this Agreement or the parties hereto, the parties to this Agreement knowingly, intelligently, voluntarily, and with the opportunity to consult with legal counsel, waive the applicability of Iowa Code Section 28E.27.

7. EXECUTION

The parties hereto have executed this Agreement on the 16th day of September, 2019.

COUNTY OF HOWARD, IOWA

By _____
Chairperson, Howard County, Iowa
Board of Supervisors
Pat Murray

Sworn and subscribed before me by

_____ on this _____
day of _____, 2019

Notary for the State of Iowa
Julie Chapman

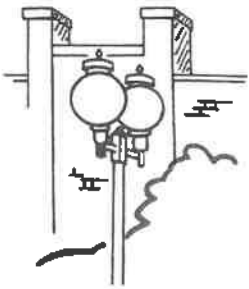
CITY OF CRESCO, IOWA

By _____
Mayor, City of Cresco, Iowa
Mark Bohle

Sworn and subscribed before me by

_____ on this _____
day of _____, 2019

Notary for the State of Iowa
Niki Hill



THE CITY OF
Cresco
I O W A

130 N. Park Place Cresco, IA 52136
(563) 547-3101 FAX (563) 547-4525
www.cityofcresco.com

September 16, 2019

Iowa Utilities Board
1375 East Court Avenue
Des Moines, Iowa 50319

Re: Docket RPU-2019-0001

The City of Cresco, on its own behalf and speaking for our residents, objects to the electric rate increase proposed by Interstate Power and Light Company d/b/a Alliant Energy.

In 2018, the City of Cresco paid \$156,425 to Alliant for electricity, including \$57,000 for street lighting. The proposed increase will raise our annual costs by approximately \$24,000. This increase cannot be passed on to our residents by increasing taxes, except insofar as valuations increase. Thus, the increased cost decreases the funding available for other needs, such as water and street maintenance, and our public library.

This money, taken from local public needs, mostly seems to go to Alliant's shareholders, who received an annualized return of 18.2% over the past five years. Our residents most certainly did not receive annual 18.2% increases in their wages or Social Security!

The impact on our city budget would be much greater if we had not entered into a solar power purchase agreement with a locally-owned entity in 2016. The electricity that we purchase from Solar Pro LLC provides a significant part of the power required by several of our city departments. We note that Solar Pro's contract with the city provides for a 3% annual increase in the per-kWh charge, with no surprises such as Alliant is proposing. The money that we pay to Solar Pro stays in the area and helps local businesses grow. We acknowledge the service provided by Alliant in net metering Solar Pro's installations and have no objections to the current fixed charges that we continue to pay to Alliant for this service.

We strongly object, however, to Alliant's use of the money that we pay them to aggressively pursue both legislation and regulations that limit the ability of others to install customer- or third-party-owned solar to help control their energy costs. They also supported the recent legislation that cut efficiency programs in Iowa. Improved energy efficiency has been shown repeatedly to be a cost effective way for customers to cut costs and improve the comfort of their homes and profitability of their businesses.

Why are Alliant's rates already 35-45% higher than those of Mid-American? This creates an economic disincentive for businesses to locate in Alliant's service area at a time when small cities in rural Iowa such as Cresco need all of the incentives they can find or create to bring businesses to town.

The proposed rate increase also creates a continuing economic hardship for our residents. Cresco is not Des Moines. The median household income in the county in 2017 was only \$53,046, with 13.7% of city

residents below the federal poverty line. Nearly half of the students in our school district are eligible for free (35%) or reduced-price (13%) lunches. Where are our low-income and elderly residents going to find the money to pay Alliant's huge rate increase? Community Action's food pantry is already well-used. We would not want to see more of our residents forced to rely on this service.

For the sake of our residents, we hope that you will approve only a much smaller rate increase for Alliant, which appears to be acting solely for its shareholders and without regard for its customers.

Thank you for the opportunity to comment.

Sincerely,

Mark Bohle, Mayor

Amy Bouska, Council Member

David Brenno, Council Member

Jan Carman, Council Member

Alex Fortune, Council Member

Steve McCarville, Council Member

September 13, 2019

Mayor and Council,

The City has acquired the property at 119 5th Ave E using our nuisance abatement procedure and State Code 657a.10a

The City Attorney and I have been working on this property and another at 601 N Elm St. The N Elm property will more than likely fall into City possession too.

I'm planning on inspecting, and try gaining entry on Monday, September 16 to give you all a better idea of what we're dealing with. We'll need to decide how we'll want to proceed. As of now, I have no idea on tax situation or if the property has any liens against it.

Thanks,

Rod