

NOTICE AND CALL OF PUBLIC MEETING

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA
DATE OF MEETING: NOVEMBER 6, 2023
TIME AND PLACE OF MEETING: 5:30 P.M. CITY HALL, 130 N PARK PLACE

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

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

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 October 16, 2023
4. Approval of Minutes from October 23, 2023 Special Meeting
5. Approval of 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 20, 2023
6. Approval of Designated Snowmobile Trail in City Limits for December 1, 2023 through April 1, 2024
7. Approval of Application for Tax Abatement under the Urban Revitalization Plan for Lacey & Anthony Greer
8. Approval of Parade Permit for Portions of 3rd Avenue and North Elm Street for the Santa's Holiday Parade on November 24, 2023

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

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

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

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

1. Scott Huneke with WHKS to Update on Projects
2. Approval of Pay Request #4 for \$139,179.16 to Wicks Construction, Inc for the Downtown Crosswalk Project
3. Approval of Pay Request #4 for \$259,442.24 to Generation X Construction, LLC for the 7th Street West Reconstruction Project

4. Resolution Authorizing the Mayor to Enter into a Professional Services Agreement with WHKS & Co for the Cresco Wastewater Treatment Plant – Age Related Equipment Replacement
5. Approval of Pay Request #1 (Final) to Howard County Conservation Board for \$82,665.00 for the Prairie Springs Trail Rehabilitation Project
6. Resolution Approving Loan Agreement for Loan of Funds from the CUSB Historic Downtown Revolving Loan Fund and the City of Cresco to Alanda and Brandon Meyer D/B/A Bam Sam Jam Rentals, LLC
7. Resolution Approving Loan Agreement for Loan of Funds from the CUSB Historic Downtown Revolving Loan Fund and the City of Cresco to Kubik Inc., Mark and Danna Kubik
8. Resolution Authorizing the Mayor to Sign a Rural Housing Needs Assessment Grant Agreement with Iowa Economic Development Authority for the Rural Housing Readiness Grant
9. Resolution Authorizing the Mayor to Sign a Program Fee Agreement with Iowa State University Extension and Outreach
10. Resolution Authorizing the Mayor to Enter into a Standard Professional Services Agreement to Prepare a New Comprehensive Plan
11. Resolution Authorizing the City Clerk to Enter into a Third-Party Administration Service Agreement with Employee Benefit Systems (“EBS”)
12. Request for Sewer Adjustment for Water not Entering the Sanitary Sewer System from Brandon Kerian for City of Cresco-Beadle Park
13. Request for Sewer Adjustment for Water not Entering the Sanitary Sewer System from Derek Dittmer for Shady Oaks Trailer Park
14. Resolution Adopting the Annual Project List Update to the Capital Improvements Plan (“CIP”) 2022 to 2027
15. Resolution Authorizing the Mayor to Sign the Offer of Employment for the City Clerk Position
16. Resolution Authorizing Signers on Depository Accounts
17. Discuss Public Works Director Hiring Process

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 3, 2023.

Mayor Brenno called the Cresco City Council meeting to order on October 16, 2023, at 5:30 pm. Council Members Bouska, Fortune, McConnell, and Kriener were present. Council Member Carman was absent.

Bouska made the motion to approve the consent agenda which included approval of the: agenda; claims; minutes from October 2, 2023; Pay Request #1 for \$543,600 to BRZ Coatings, Inc for the Water Tower Rehab Project. Kriener seconded and it passed all ayes.

Public Works Director Widell reported: (a) yardwaste pick up resumed today and the last three will be October 30th, and November 6th and 13th; (b) the big water tower is back in service. The project will be closed out after the fall protection devices are installed; (c) Downtown Project is almost complete. They are finishing up dirt work, painting, and will place the remaining statues and planters this week; (d) gravel is placed on the 7th Street Project up to Stock Avenue. All underground work in the street will be finished this week and capping the sink hole will be done next.

Police Chief Ruroden reported they are accepting applications for a police officer position until November 13th.

City Clerk Elton reported: (a) budget worksheets were distributed to department heads; (b) budget worksession will be November 29th; (c) the election is November 7th and the Firefighters will have their annual pancake supper from 4:30-7:30 pm; (d) applied for four Howard County Community Foundation grants; (e) Alliant is proposing to increase their rates over the next two years. Potential increases for residential of 7.7 % and 5.7% and for commercial of 11.1% and 8.9% will be submitted to IUB.

Fortune questioned the rock and dirt piles at the airport. Widell reported that Howard County will be removing most of the pile to use as fill on their projects.

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

Angie Kohlz from WHKS presented the proposed Aging Equipment Replacement Project for the wastewater treatment plant. The Nutrient Reduction Study identified equipment that needs to be replaced in the next ten years. City staff and WHKS have identified 11 priority items that need to be replaced due to age in the next five years totaling \$1,911,000. Several of the pieces that need to be replaced are 40 years old. There is a BIL Grant that may offer partial loan forgiveness up to \$1,000,000 but it is based on a first come basis through the Iowa Finance Authority SRF Loan program. The amount of the forgiveness will be unknown until the project has been bid but is estimated that it could be about 40% based on the City's demographics and other factors. Council felt that due to the potential forgiveness and the age of the equipment we should proceed with the SRF process. McConnell made the motion to direct WHKS to submit a proposal and agreement for the project. Bouska seconded and it passed all ayes.

Fortune made a motion to approve a resolution authorizing the City Clerk to sign the health and dental insurance contract with Wellmark Blue Cross/Blue Shield. Bouska seconded and it passed all ayes.

Bouska made the motion to approve a resolution approving Change Order No. 2 for the 500,000 Gallon Water Tower Rehabilitation Project with no additional cost. Kriener seconded and it passed all ayes.

Council discussed leases for antennas that are placed on the water tower. Council would like an analysis done of the estimated cost of the electricity needed for the antennas prior to the next renewal date. McConnell made the motion to approve a resolution authorizing the Mayor and City Clerk to enter into a Water Tower Space Lease Agreement with Upper Iowa Communications. Kriener seconded and it passed all ayes.

Council discussed the flower and statue pedestals on the new downtown sidewalks. Council will review options after talking to the Chamber and the Downtown Business Committee.

Council discussed the Capital Improvement Plan project sheets and rankings. The rankings will be compiled and included in the budget discussions.

Bouska made the motion to go into closed session at 6:48 pm pursuant to Iowa Code 21.5 (1) (i). McConnell seconded. Bouska, Fortune, McConnell, and Kriener and voted aye. Carman was absent.

McConnell made a motion to go into open session at 7:45 pm. Kriener seconded and it passed all ayes. No formal action was taken during the closed session.

Bouska moved to adjourn at 7:46 pm. Fortune seconded and it passed all ayes. The next regular Cresco City Council meeting will be November 6, 2023, at 5:30 pm at Cresco City Hall.

Mayor David J. Brenno

City Clerk Michelle Elton

Following is a list of claims approved for payment:

PAYROLL		85,895.61	KWIK TRIP	Gas	4,583.38
ACCESS SYSTEMS	Copier	454.15	MARTIN GARDNER	Srvc	1,486.46
AHLERS & COONEY	Atfny	57.00	MCCARROLL, KENZIE	Concess	200.00
ALLIANT	Elect	6,000.32	MEDIACOM	Phone	331.33
ANDERSON, WILMARTH	Atfny	467.00	MEHMERT TILING	Srvc	7,466.30
BAKER&TAYLOR	Books	680.20	MIENERGY	Elect	7,677.57
BEST SERVICES	Srvc	1,403.27	NE IA MOTORS	Srvc	64.00
BC/BS	Ins	38,024.09	PLUNKETT'S	Srvc	510.15
BOB'S ELEC	Srvc	771.97	PRECISION OVERHEAD	Srvc	169.82
BODENSTEINER	Supp	35.06	RACOM	Equip	1,106.41
BORN, MICHAEL	Reimbu	22.56	RUPPERT	Supp	596.01
BRUENING	Rock	1,089.36	SOLAR PRO	Solar	5,064.97
BRZ COATINGS	Contract	543,600.00	SPAHN & ROSE	Supp	64.74
CARDMEMBER	Supp	2,114.59	SQUARE	Fees	22.58
CARQUEST	Supp	77.98	STATE HYGIENIC	Analys	170.00
CARRICO AQUATIC	Supp	150.08	STOREY KEN	Supp	160.55
CITY LAUNDERING	Srvc	695.35	TREAS, IA	Taxes	7,952.57
CITY OF CRESCO	Safe-T	4,584.57	TURKEY RIVER WINDOW	Srvc	40.00
CITY OF CRESCO	Fees	80.00	VERIZON	Wireless	383.08
CITY OF CRESCO	Util	27.56	VISA - CITY HALL	Training	4,503.58
COMPUTER PRO	Supp	98.99	VISA - PARK MANAGER	Supp	1,722.04
CHAMBER	Tourism	7,500.00	VISA - POLICE	Equip	330.63
CR BUILDING SERVICE	Srvc	4,710.00	VISA - THEATRE	Supp	325.14
CR HEAT AND VENT	Srvc	241.46	WHKS & CO	Engr	36,094.96
CR SHOPPER	Ads	1,176.80	WINDSTREAM	Credit	(108.10)
CR TPD	Ads	206.80	ZUBROD, ROXIE	Reimbu	104.34
CROELL	Srvc	959.25			
DECORAH ELECTRIC	Srvc	1,072.66	BY FUND:		
DELUXE ECHOSTAR	Movie	40.00	GENERAL		194,452.58
DSM STAMP	Supp	33.00	HOTEL/MOTEL TAX		7,500.00
DISNEY	Movie	400.00	EV STATION		48.48
DRIFTLESS MULTIMEDIA	Ads	455.00	NUISANCE HOUSE		347.00
FAREWAY STORE #815	Concess	91.77	FIRE STATION BLDG		228.38
FAREWAY STORES, INC	Srvc	4,850.00	STREET TRUST		4,710.00
FEATHERLITE	Supp	1,024.04	CR COMM FIRE		1,916.26
FENCO PRODUCTS	Supp	3.65	ROAD USE TAX		23,883.20
FOLEY'S CON	Supp	1,800.00	EMPLOYEE BEN		8,862.45
FORTE	Fees	295.30	FC TRUST		2,824.04
GOSCH'S	Srvc	3,000.00	LIBRARY TRUST		1,602.00
GWORCS	Dues	14,243.00	STREET ASSESSMENT		36,094.96
HANSON TIRE	Srvc	21.00	SCENE SHOP		1,486.46
HAWKEYE	GB/RC	75,945.37	WTR TOWER REHAB		544,672.66
HEWETT	Concess	466.40	WATER		35,016.97
HOVEY OIL	Supp	2,643.30	SEWER OP		36,343.33
HOWARD COUNTY	ShrdLEC	8,716.90	CAP IMPROVE		424.06
IA ASSO OF MUNICIPAL	Dues	1,414.00	YARDWASTE		852.80
IA ONE CALL	OneCalls	66.60			
IA WATER ENV	Training	120.00	Total Expenditures		901,265.63
JOHN DEERE	Supp	2,290.11	Revenue 10/03-10/16/23		1,179,899.68
KEYSTONE LAB	Analys	127.00			

Mayor Brenno called a special Cresco City Council meeting to order on October 23, 2023, at 9:30 am. Council Members Bouska, Carman, McConnell, and Kriener were present. Council Member Fortune was absent.

Council discussed the flower pot pedestals on the new downtown sidewalks. The pedestals were installed with reinforced concrete and built up to accommodate the concrete flower pots maintained by the Downtown Business Committee. However, the pedestals are turning out to be tripping hazards due to the slant of the sidewalks from the ADA compliant flat sidewalk to the curb. Other options of building elevated flower beds on the pedestals or installing decorative fences around the pedestals were discussed. The pedestals are going to be a problem with snow removal, as well as catching snow and leaves. A couple of flower pots were put on the slanted sidewalk to show how they would look without the pedestals. Council suggested that the Downtown Business Committee should be persuaded to remove the concrete flower pots and convert to hanging pots from the light poles. McConnell made the motion to remove the concrete pedestals if the change order is under \$20,000. Bouska seconded and it passed all ayes.

Carman moved to adjourn at 9:47 am. Bouska seconded and it passed all ayes. The next regular Cresco City Council meeting will be November 6, 2023, at 5:30 pm at Cresco City Hall.

Mayor David J. Brenno

City Clerk Michelle Elton

STREET CLOSING/PARADE PERMIT

Application Date: 10/28/2023 Name: Cresco United Methodist Church

Mail to Address: 310 N. Elm St. Cresco, IA 52136

Phone Number: Church: (563) 547-2782 or Melodee Birk (563)-547-3344

List Streets to Close or Parade Route: SEE attached paper

Reason for Closure: SEE attached paper

Event Date: NOV. 20, 2023 Time: (from) 3:30 (to) 6:00 P.M.

Signature of Applicant: Melodee K. Birk

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

PARADE REGULATIONS ARE LISTED BELOW.

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

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

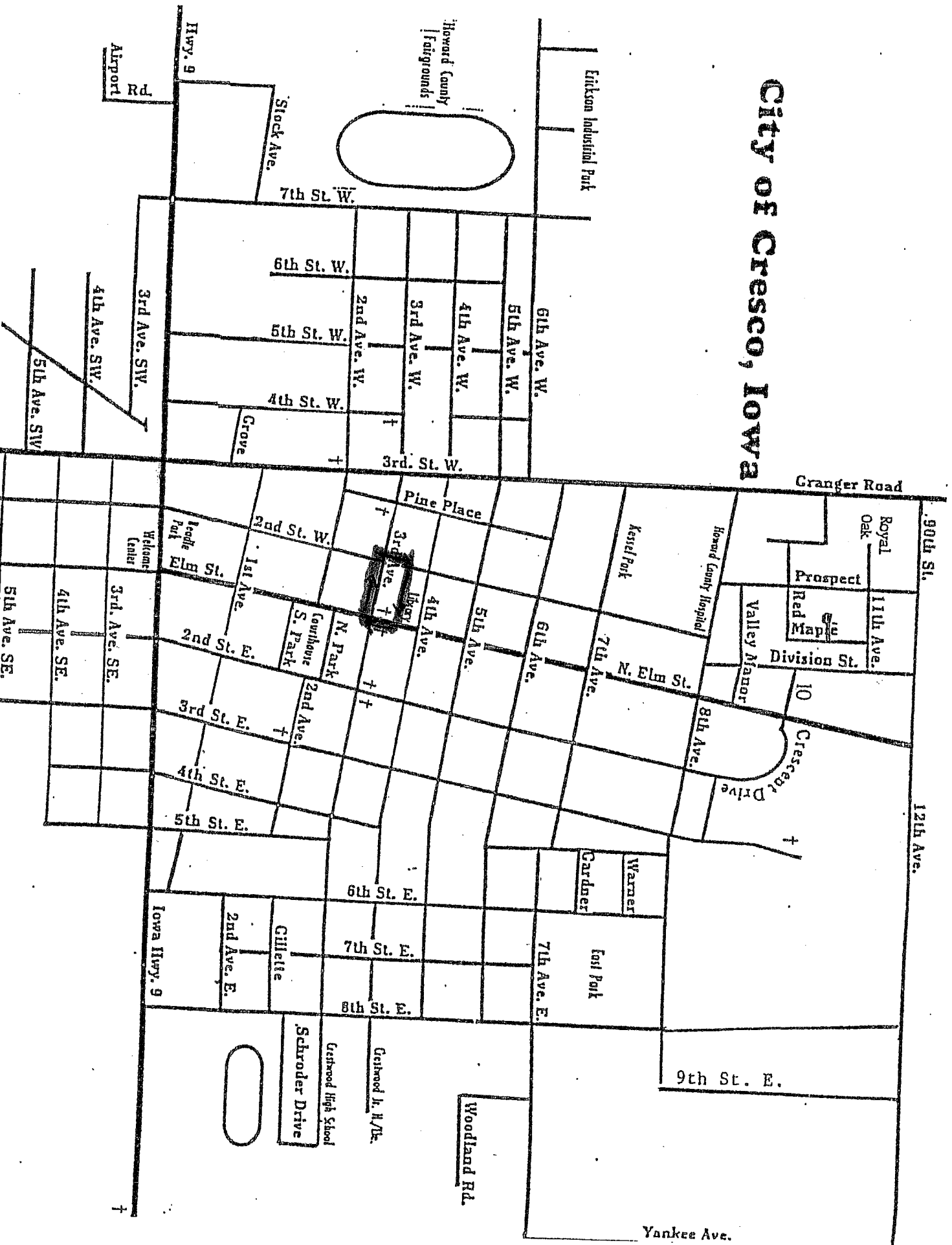
City Council

Date Approved: _____

Signature: _____

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

CITY OF CRESCO, IOWA



The Cresco United Methodist Church would like to have a drive through for our fall dinner on Monday, November 20 from 3:30-6:00 P.M. We are proposing an "Around the Corner and Through the Alley" route for the Swiss Steak Dinner. It's worked well the last 2years. The line would start at the corner of the Methodist Church (3rd Ave. & N. Elm), proceed west on 3rd Ave, north on 2nd St. W. and through the alley, and south on North Elm to pick up their dinners by our east entrance. We will have a person by the corner of the church to direct those who want the dinner or for those who want to travel on 3rd Ave. and a person directing traffic from the alley onto N. Elm. We request traffic cones to help show the route.

STREET CLOSING/PARADE PERMIT

Application Date: 10/17/23 Name: Drifrunners, Inc.

Mail to Address: 617 4th Ave W; Cresco, IA; 52136

Phone Number: 563-605-0141

List Streets to Close or Parade Route: Permission for Designated Snowmobile Trail - On Bike trail from 7th St W to 4th St. W, then south on 4th St. W to Grove Ave, then on Grove Ave to 3rd St W, then on Short Ave to 2nd St SW, then south on 2nd St SW to alley by Lindstrom, then on the alley east to Super 8 Motel. Also from 7th St W on Stock Ave to HWY 9, then on Airport Road to the south until Vernon Road. Plus through the City Tree Dump Site on the North side of the property. We would also like to groom the bike trail by Fareway at times for sleds to use as a parking lot to get to downtown businesses.

Reason for Closure: Snowmobile Trail in the City of Cresco. The roads will not be closed to vehicles, just used for main snowmobile trail route through Cresco.

Event Date: From: December 1, 2023 ~~Time: (from)~~ (to) April 1, 2024

Signature of Applicant: Brandon Plaht 10/17/23

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

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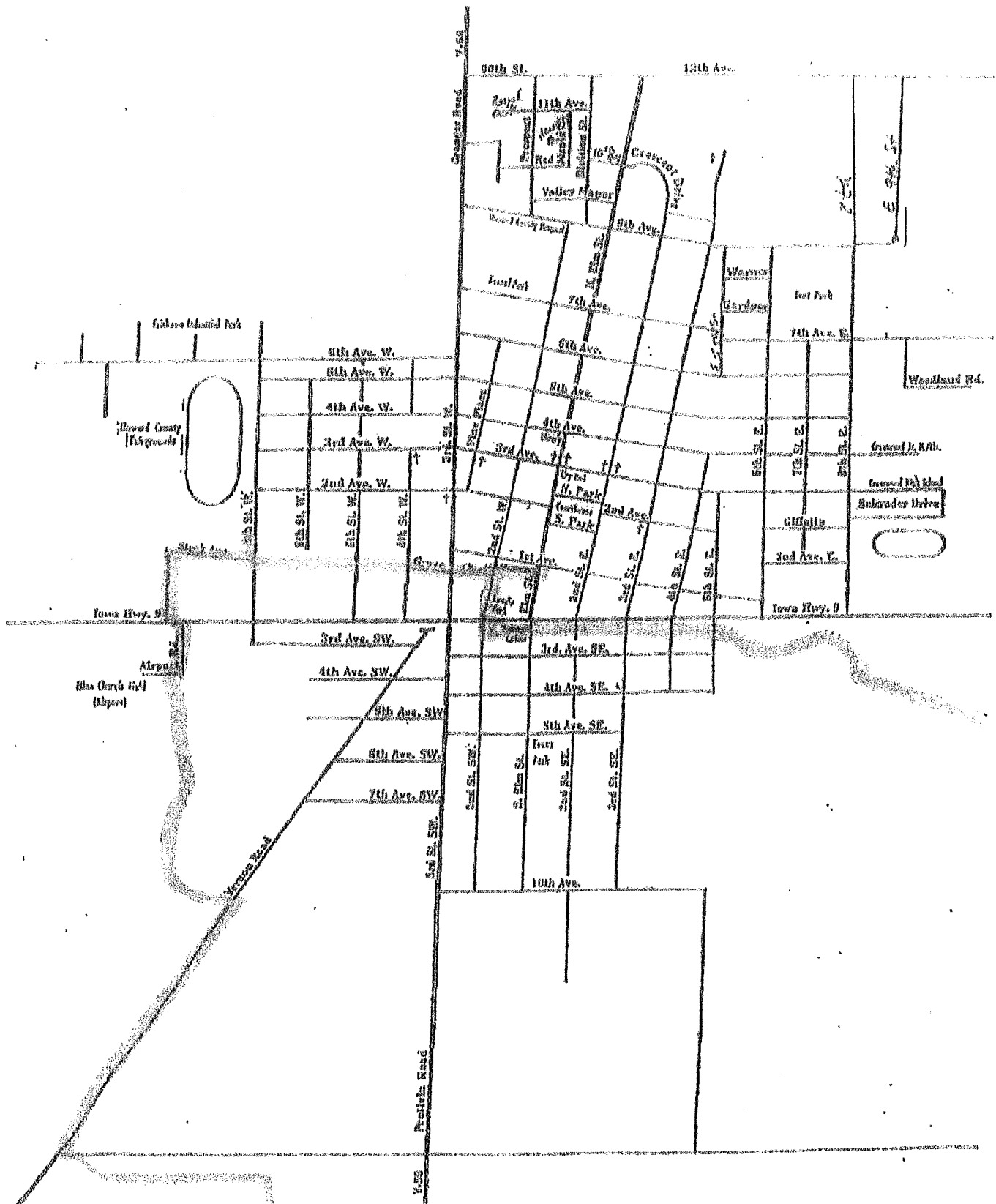
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4. Control by Police and Firefighters. Persons participating in any parade shall at all times be subject to the lawful orders and directions in the performance of their duties of law enforcement personnel and members of the Fire Department.

City Council
Date Approved: _____

Signature: _____

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

City of Cresco, Iowa



APPLICATION FOR TAX ABATEMENT UNDER THE
AMENDED AND RESTATED (2016) CRESCO URBAN REVITALIZATION PLAN
FOR CRESCO, IOWA

Prior Approval for Intended Improvements

Approval of Improvements Completed

FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE AMENDED AND RESTATED (2016) CRESCO URBAN REVITALIZATION PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF CRESCO, IOWA.

The Amended and Restated (2016) Cresco Urban Revitalization Plan allows property tax exemptions as follows:

Residential: All qualified real estate assessed as residential property is eligible to receive a one hundred percent (100%) exemption from taxation on the first seventy-five thousand dollars (\$75,000) of actual value added by the eligible improvements. The exemption is for a period of five (5) years. Actual assessed value must increase at least 10% due to the improvements.

Residential with Three or More Separate Dwelling Units: All qualified real estate assessed as residential property under Iowa Code Section 441.21(14)(a)(6) on or after January 1, 2022, having three or more separate dwelling units, is eligible to receive a fifty percent (50%) exemption from taxation on the actual value added by the improvements. The exemption is for a period of ten (10) years. Actual assessed value must increase at least 10% due to the improvements.

Commercial: All qualified real estate assessed as commercial property is eligible to receive a one hundred percent (100%) exemption on the actual value added by the eligible improvements. The exemption is for a period of three (3) years. Actual assessed value must increase at least 10% due to the improvements.

Multi-residential (Prior to January 1, 2022): All qualified real estate assessed prior to January 1, 2022 as commercial property or multi-residential property, if the commercial or multi-residential property consists of three or more separate living quarters with at least seventy-five percent of the space used for residential purposes, is eligible to receive a one hundred percent (100%) exemption from taxation on the actual value added by the eligible improvements constructed prior to January 1, 2022. The exemption is for a period of three (3) years. Actual assessed value must increase at least 10% due to the improvements.

In order to be eligible, the property must have been located in the Cresco Urban Revitalization Area when the improvements were made. The Area includes:

All property located within the Cresco corporate limits as of March 21, 2016. Any property annexed into the City in the future shall automatically be included in the Area as of the effective date of the annexation.

*This application must be filed with the City by February 1st of the assessment year for which the exemption is first claimed, but not later than two (2) years after the February 1st following the year that the improvements are first assessed for taxation.

Address of Property: 575 YORK ST CRESCO IA 52136

Legal Description: _____

Title Holder or Contract Buyer: LACEY & ANTHONY FIREAR

Address of Owner (if different than above): _____

Phone Number (to be reached during business hours): (Anthony)

Email Address: _____

Existing Property Use: Residential Commercial Split (Commercial/Residential)
 Residential (with 3 or more units) Number of Separate Dwelling Units: _____

Proposed Property Use: Residential Commercial Split (Commercial/Residential)
 Residential (with 3 or more units) Number of Separate Dwelling Units: _____

STREET CLOSING/PARADE PERMIT

Application Date: 11/2/23 Name: Cresco Chamber of Commerce

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

Phone Number: 563-547-3434

List Streets to Close or Parade Route: 3rd Ave from 7th St E to N Elm St.

N Elm St from 3rd Ave to 1st Ave. Line up starts at the Fitness Center ends downtown.

Reason for Closure: Santa Parade

Event Date: 11/24/23 Time: (from) 3:30pm (to) 5:00pm

Signature of Applicant: Melissa Hutved Parade starts at 4:00pm

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

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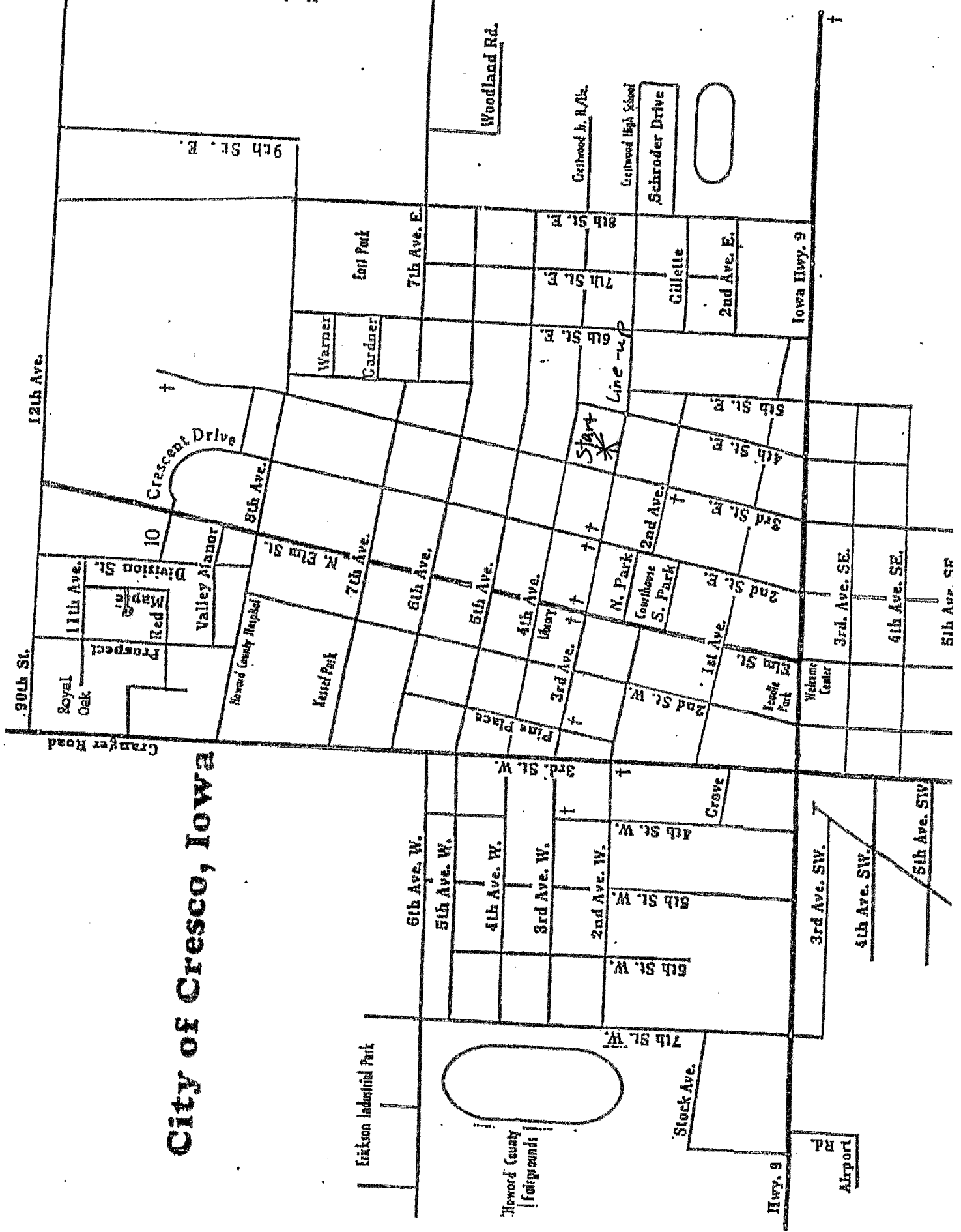
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City Council
Date Approved: _____

Signature: _____

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

City of Cresco, Iowa



**CITY OF CRESCO
CASH & INVESTMENT BY FUND
AS OF OCTOBER 31, 2023**

	CASH BALANCE	MONEY MKT BALANCE	CD BALANCE	OTHER BANK BALANCE	FUND BALANCE
001 General Fund	30,372.09	732,600.00	800,000.00	-	1,562,972.09
001 General Fund - Theatre	-	-	-	630.01	630.01
001 General Fund - Credit Card Processing	-	-	-	3,500.00	3,500.00
001 General Fund - RAGBRAI	-	-	9,225.73	-	9,225.73
002 General Fund-Hotel/Motel	468.19	16,000.00	4,000.00	-	20,468.19
022 Local Option Tax Project	4,115.05	608,000.00	1,755,000.00	-	2,367,115.05
060 EV Charging Station	1,018.91	1,000.00	8,000.00	-	10,018.91
065 Nuisance House Fund	461.21	2,200.00	10,000.00	-	12,661.21
078 Fire Station Building	97.70	1,000.00	-	-	1,097.70
087 Equipment Replace	236.82	1,000.00	7,000.00	-	8,236.82
090 Office/Computer Equip.	436.62	-	21,000.00	-	21,436.62
091 Street Equipment Trust	2,924.01	41,000.00	100,000.00	-	143,924.01
092 Theatre Trust	605.76	19,000.00	50,000.00	-	69,605.76
094 Airport Trust	852.82	47,000.00	66,000.00	-	113,852.82
098 Cresco Community Fire	477.33	26,000.00	55,000.00	-	81,477.33
110 Road Use Tax Fund	518.33	310,500.00	376,000.00	-	687,018.33
112 Employee Benefits Trust	4,542.58	404,000.00	580,000.00	-	988,542.58
119 Emergency Fund	1,002.97	-	-	16,031.53	17,034.50
160 CIDC/CityRevol.Loan-bus.	1,266.18	5,000.00	150,000.00	-	156,266.18
162 CUSB Historic Downtown RLF	-	-	-	271,968.95	271,968.95
177 Police Forfeiture Fund	240.13	-	-	-	240.13
183 Equip.Repair-Fitness Ctr	1,092.84	99,000.00	40,000.00	-	140,092.84
184 City Park Trust	538.64	6,000.00	14,000.00	-	20,538.64
185 Recreation Supply	234.29	4,000.00	5,000.00	-	9,234.29
186 Park Tree Trust	919.02	1,000.00	6,000.00	-	7,919.02
188 Fire Equipment Trust	977.40	5,000.00	70,000.00	-	75,977.40
189 Library Trust	1,376.13	62,000.00	57,000.00	-	120,376.13
200 Debt Service Fund	450.31	5,500.00	120,000.00	210,413.87	336,364.18
319 7th St W Assessment Project Fund	913.35	-	-	1,397,777.48	1,398,690.83
322 Scene Shop Project Fund	258.22	-	-	26,429.07	26,687.29
323 Water Tower / ARPA Grant Project	649.97	-	-	76,716.42	77,366.39
324 Downtown Crosswalk Project	12.86	-	-	155,639.23	155,652.09
600 Water Utility Fund	1,553.68	119,500.00	400,000.00	-	521,053.68
601 Water Deposit Trust	705.69	8,000.00	25,000.00	-	33,705.69
602 Water Utility Replacement	408.32	12,000.00	430,000.00	100,197.08	542,605.40
610 MSSU Revenue	2,474.08	149,000.00	340,000.00	156,898.32	648,372.40
612 MSSU Operation/Maint	363.10	-	-	-	363.10
613 MSSU Replacement	775.21	10,000.00	1,050,000.00	149,108.38	1,209,883.59
614 MSSU Rev.Bond Int	745.88	2,000.00	35,000.00	-	37,745.88
620 Cap Imp Water, Sewer, Storm	1,250.04	2,000.00	30,000.00	-	33,250.04
670 Yard Waste Fund	444.30	13,000.00	75,000.00	-	88,444.30
820 Health Ins Partial Self Fund	-	-	141,000.00	20,418.42	161,418.42
Totals	65,780.03	2,712,300.00	6,829,225.73	2,585,728.76	12,193,034.52
	1%	22%	56%	21%	<u>12,193,034.52</u>
Checking Sweep - Cresco Bank & Trust (operating)	4.46%	65,780.03			
Checking - CB&T (credit cards)	0.00%	3,500.00			
Theatre Checking (CB&T)	0.00%	630.01			
Money Market - Cresco Bank & Trust	4.46%	2,712,300.00			
MMKT IPAIT	5.10%	620,066.78			
MMKT CUSB	5.15%	1,941,113.55			
MMKT Hlth Ins Partial Self Funded	4.46%	20,418.42			
CD RAGBRAI - 18 mo - matures 3/15/25 (CB&T)	5.24%	9,225.73			
CD Safe-T-Fund-1 yr -matures 11/17/23(CB&T)	3.95%	100,000.00			
CD - 3 mth - matures 12/7/23 (CB&T)	5.21%	407,000.00			
CD - 12 mth - matures 5/19/24 (CUSB)	5.11%	2,660,000.00			
CD - 9 mth - matures 7/19/24 (CB&T)	5.33%	2,750,000.00			
CD Safe-T-Fund-1 yr -matures 9/7/24(CB&T)	5.24%	41,000.00			
CD - 11 mth - matures 8/7/24 (CB&T)	5.24%	862,000.00			
Grand Total Cash in Banks		\$ 12,193,034.52			

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	% RECEIVED
	GENERAL TOTAL	685,098.72	1,437,619.08	3,714,751.00	38.70
	HOTEL/MOTEL TAX TOTAL	.00	6,797.71	25,000.00	27.19
	LOST PROJECT TOTAL	59,968.08	241,532.01	592,800.00	40.74
	EV CHARGING STATION TOTAL	11.70	118.24	1,600.00	7.39
	NUISANCE HOUSE TOTAL	15.42	162.62	8,000.00	2.03
	FIRE STATION BUILDING TOTAL	6.36	7,468.91	14,800.00	50.47
	EQUIPMENT REPLACEMENT TOTAL	7.16	23.27	12,200.00	.19
	OFFICE EQUIPMENT TOTAL	152.94	181.90	200.00	90.95
	STREET TRUST TOTAL	17,829.69	28,885.42	192,900.00	14.97
	THEATRE TRUST FUND TOTAL	790.42	1,571.34	57,400.00	2.74
	AIRPORT TRUST FUND TOTAL	954.06	1,713.60	136,950.00	1.25
	CRESCO COMMUNITY FIRE TOTAL	6,396.89	43,242.24	93,300.00	46.35
	ROAD USE TAX TOTAL	43,650.86	191,323.48	540,000.00	35.43
	EMPLOYEE BENEFITS TOTAL	233,678.32	314,611.02	657,700.00	47.84
	EMERGENCY FUND TOTAL	12,863.36	17,034.50	37,500.00	45.43
	LOCAL OPTION SALES TAX TOTAL	53,750.21	243,272.87	632,000.00	38.49
	REVOLVING LOAN TOTAL	2,552.96	11,275.67	37,930.00	29.73
	CUSB HISTORIC DWNTOWN RLF TOTA	1,302.83	271,968.95	.00	.00
	REHAB HOUSE TOTAL	.00	71,702.12	71,400.00	100.42
	FITNESS CENTER TRUST TOTAL	8,077.62	18,542.91	123,100.00	15.06
	PARK TRUST TOTAL	37.88	2,230.35	100.00	2,230.35
	RECREATION SUPPLY TOTAL	24.53	121.77	4,100.00	2.97
	PARK TREE TRUST TOTAL	11.12	1,494.12	1,240.00	120.49
	FIRE EQUIPMENT TOTAL	831.81	892.63	206,000.00	.43
	LIBRARY TRUST TOTAL	6,269.60	6,837.85	55,150.00	12.40
	DEBT SERVICE TOTAL	161,149.96	226,020.76	480,310.00	47.06
	STREET ASSESSMENT TOTAL	6,701.14	3,431,440.50	3,671,000.00	93.47
	SCENE SHOP PROJECT TOTAL	128.10	444.40	406,100.00	.11
	WATER TOWER REHAB PROJECT TOTA	371.27	198,844.67	227,900.00	87.25
	DOWNTOWN CROSSWALKS TOTAL	745.64	1,142,262.90	1,250,000.00	91.38
	WATER TOTAL	65,099.67	255,259.37	699,300.00	36.50
	WATER DEPOSIT TOTAL	840.00	3,340.00	15,000.00	22.27
	WATER EQUIPMENT REPLACE TOTAL	5,057.34	5,514.94	294,000.00	1.88
	SEWER TOTAL	88,561.86	345,644.08	1,002,100.00	34.49
	SEWER OPERATIONS TOTAL	49,000.00	400,500.00	943,200.00	42.46
	SEWER REPLACEMENT PROJ TOTAL	12,424.12	13,516.58	119,000.00	11.36
	SEWER SINKING TOTAL	15.91	51.67	29,500.00	.18
	PROPRIETARY CAP IMPROVE TOTAL	7,034.05	27,577.87	82,100.00	33.59
	YARDWASTE TOTAL	4,086.90	14,044.72	40,600.00	34.59
	SELF INSURANCE TOTAL	4,826.03	19,232.19	.00	.00
	TOTAL REVENUE BY FUND	1,540,324.53	9,004,319.23	16,476,231.00	54.65

ACCOUNT NUMBER	ACCOUNT TITLE	MDT BALANCE	YTD BALANCE	BUDGET	% SPENT
	GENERAL TOTAL	262,486.82	1,355,970.93	3,743,000.00	36.23
	HOTEL/MOTEL TAX TOTAL	7,500.00	26,025.00	38,000.00	68.49
	LOST PROJECT TOTAL	.00	1,057.69	524,750.00	.20
	EV CHARGING STATION TOTAL	48.48	155.13	1,200.00	12.93
	NUISANCE HOUSE TOTAL	347.00	395.00	8,000.00	4.94
	FIRE STATION BUILDING TOTAL	358.20	9,830.78	14,800.00	66.42
	EQUIPMENT REPLACEMENT TOTAL	.00	.00	1,000.00	.00
	STREET TRUST TOTAL	4,710.00	16,198.60	324,500.00	4.99
	THEATRE TRUST FUND TOTAL	.00	.00	62,000.00	.00
	AIRPORT TRUST FUND TOTAL	.00	.00	145,000.00	.00
	CRESCO COMMUNITY FIRE TOTAL	3,757.71	31,148.55	93,300.00	33.39
	ROAD USE TAX TOTAL	32,885.06	229,611.11	629,600.00	36.47
	EMPLOYEE BENEFITS TOTAL	48,917.35	216,210.73	657,700.00	32.87
	EMERGENCY FUND TOTAL	.00	.00	37,500.00	.00
	LOCAL OPTION SALES TAX TOTAL	53,750.21	243,272.87	632,000.00	38.49
	REVOLVING LOAN TOTAL	.00	.00	50,000.00	.00
	REHAB HOUSE TOTAL	.00	72,846.72	73,400.00	99.25
	FITNESS CENTER TRUST TOTAL	2,824.04	55,647.51	187,000.00	29.76
	PARK TRUST TOTAL	.00	.00	14,000.00	.00
	RECREATION SUPPLY TOTAL	.00	.00	4,000.00	.00
	PARK TREE TRUST TOTAL	.00	1,785.00	2,000.00	89.25
	FIRE EQUIPMENT TOTAL	.00	.00	209,500.00	.00
	LIBRARY TRUST TOTAL	1,602.00	1,602.00	66,850.00	2.40
	DEBT SERVICE TOTAL	.00	750.00	539,330.00	.14
	STREET ASSESSMENT TOTAL	617,302.46	2,032,892.55	3,770,700.00	53.91
	SCENE SHOP PROJECT TOTAL	1,486.46	2,972.92	662,000.00	.45
	WATER TOWER REHAB PROJECT TOTA	544,672.66	577,511.32	683,900.00	84.44
	DOWNTOWN CROSSWALKS TOTAL	355,527.00	994,155.29	1,334,400.00	74.50
	WATER TOTAL	47,672.03	200,541.72	835,800.00	23.99
	WATER DEPOSIT TOTAL	741.82	4,227.12	15,000.00	28.18
	WATER EQUIPMENT REPLACE TOTAL	.00	10,750.26	258,000.00	4.17
	SEWER TOTAL	49,000.00	400,500.00	1,085,200.00	36.91
	SEWER OPERATIONS TOTAL	49,160.80	401,205.93	943,200.00	42.54
	SEWER REPLACEMENT PROJ TOTAL	5,684.14	44,261.78	93,000.00	47.59
	SEWER SINKING TOTAL	.00	.00	29,500.00	.00
	PROPRIETARY CAP IMPROVE TOTAL	458.71	901.85	1,900.00	47.47
	YARDWASTE TOTAL	2,158.39	6,515.04	36,200.00	18.00
	SELF INSURANCE TOTAL	1,234.53	16,288.45	.00	.00
	TOTAL EXPENSES BY FUND	2,094,285.87	6,955,231.85	17,807,230.00	39.06

2905 South Broadway
Rochester, MN 55904-5515
Phone: 507.288.3923
Email: rochester@whks.com
Website: www.whks.com

whks

engineers + planners + land surveyors

October 31, 2023

Ms. Michelle Elton
City Clerk
City of Cresco
130 North Park Place
Cresco, IA 52136

RE: Cresco, IA
Downtown Crosswalk Reconstruction
Pay Request No. 4

Dear Michelle:

Enclosed is Pay Request No. 4 for work on the above referenced project. We recommend payment in the amount of \$139,179.16 to:

Wicks Construction, Inc.
2201 Hwy 9
Decorah, IA 52101

Please contact me if you have any questions.

Sincerely,

WHKS & CO.



Scott Huneke, P.E.

SH/BS

Enclosure

cc: Gavin Wicks, Wicks Construction
Blake Stiller, WHKS (file)

PARTIAL PAYMENT ESTIMATE
FOR CONSTRUCTION WORK COMPLETED

Project: Downtown Crosswalk Reconstruction
Project No.: 8933.01
Location: Cresco, IA
Contractor: Wicks Construction, Inc

Bid Price: \$1,152,623.36
Date: Oct. 31, 2023
Estimate #: 4
% Complete: 96%

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
1	MOBILIZATION	1	LS	\$65,000.00	1	-	1	\$65,000.00
2	REMOVE CONCRETE PAVEMENT	1120	SY	\$19.88	506	476	982	\$19,522.16
3	REMOVE CONCRETE WALK	2915	SY	\$15.90	2,802	112	2,914	\$46,332.60
4	REMOVE BITUMINOUS PAVEMENT	15	SY	\$23.00	17	-	17	\$391.00
5	REMOVE CONCRETE CURB & GUTTER	2150	LF	\$6.12	2,086	50	2,136	\$13,072.32
6	REMOVE GAS VALVE BOX	4	EACH	\$250.00	2	2	4	\$1,000.00
7	REMOVE WATER CURB STOP BOX	36	EACH	\$300.00	31	2	33	\$9,900.00
8	REMOVE CATCH BASIN	8	EACH	\$892.50	7	-	7	\$6,247.50
9	REMOVE PAVEMENT STRIPE	60	EACH	\$85.00	-	-	-	\$0.00
10	ADJUST FRAME & RING CASTING	6	EACH	\$260.00	4	3	7	\$1,820.00
11	ADJUST GATE VALVE	1	EACH	\$420.00	-	1	1	\$420.00
12	RELOCATE LIGHT POLE	4	EACH	\$6,518.00	-	-	-	\$0.00
13	RELOCATE BENCH	6	EACH	\$350.00	-	2	2	\$700.00
14	SALVAGE MAIL BOX BAY	2	EACH	\$350.00	1	-	1	\$350.00
15	SALVAGE BIKE RACK TO CITY	3	EACH	\$110.00	1	1	2	\$220.00
16	SALVAGE SIGN	24	EACH	\$50.00	22	(1)	21	\$1,050.00
17	SALVAGE WATER FOUNTAIN	1	EACH	\$380.00	1	-	1	\$380.00
18	SALVAGE TREE GRATE	6	EACH	\$110.00	6	-	6	\$660.00
19	CONCRETE PAVEMENT (IN-KIND DEPTH)	1010	SY	\$150.00	534	348	882	\$132,300.00
20	4" CONCRETE CURB AND GUTTER W/SILL	370	LF	\$70.00	541	-	541	\$37,870.00
21	6" CONCRETE CURB AND GUTTER W/SILL	1800	LF	\$70.00	1,476	199	1,675	\$117,250.00
22	4" CONCRETE WALK	2680	SY	\$125.00	2,413	120	2,533	\$316,625.00
23	6" CONCRETE WALK	400	SY	\$135.00	435	82	517	\$69,795.00
24	DETECTABLE WARNINGS	395	SF	\$60.00	258	127	385	\$23,100.00
25	CONCRETE V-CURB	100	LF	\$75.00	115	2	117	\$8,775.00
26	F & I SINGLE GRATE INTAKE	6	EACH	\$3,313.00	5	-	5	\$16,565.00
27	F & I DOUBLE GRATE INTAKE	2	EACH	\$5,351.13	2	-	2	\$10,702.26
28	CONNECT TO EXISTING STORM SEWER	8	EACH	\$885.00	7	-	7	\$6,195.00
29	F & I WATER CURB STOP BOX	36	EACH	\$1,280.00	31	4	35	\$44,800.00
30	F & I WATER CURB STOP BOX COVER	36	EACH	\$250.00	31	7	38	\$9,500.00
31	INSTALL SALVAGED WATER FOUNTAIN	1	EACH	\$1,392.00	-	-	-	\$0.00
32	INSTALL SALVAGED MAIL BOX BAY	2	EACH	\$550.00	-	-	-	\$0.00
33	MODIFY AWNING POST	4	EACH	\$1,000.00	-	4	4	\$4,000.00
34	INSTALL SALVAGED TREE GRATE	6	EACH	\$220.00	3	-	3	\$660.00
35	F & I RAISED STATUE/PLANTER BED	45	SY	\$150.00	39	-	39	\$5,850.00
36	F & I FLUSH STATUE/PLANTER BED	35	SY	\$135.00	32	-	32	\$4,320.00
37	INSTALL SALVAGED SIGN	24	EACH	\$86.00	4	10.25	14.25	\$1,225.50
38	F & I NEW SIGN AND SIGN POST	3	EACH	\$350.00	-	-	-	\$0.00
39	F & I NEW SIGN POST	5	EACH	\$300.00	3	4	7	\$2,100.00
40	EPOXY CROSSWALK PAINT - WHITE	2080	SF	\$23.00	-	-	-	\$0.00
41	4" EPOXY PAVEMENT STRIPE - WHITE	750	LF	\$23.00	-	-	-	\$0.00
42	4" EPOXY PAVEMENT DIAGONAL STRIPE - WHITE (HANDICAP LOADING ZONE)	4	EACH	\$1,800.00	-	-	-	\$0.00
43	INLET PROTECTION	14	EACH	\$225.00	6	(1)	5	\$1,125.00
44	TRAFFIC CONTROL	1	LS	\$29,500.00	0.95	-	0.95	\$28,025.00
45	TOPSOIL BORROW	50	CY	\$45.26	10	20	30	\$1,357.80
46	TURF RESTORATION	300	SY	\$20.00	178	74	252	\$5,040.00

2905 South Broadway
 Rochester, MN 55904
 Phone 507-288-3923



engineers + planners + land surveyors

PARTIAL PAYMENT ESTIMATE
 FOR CONSTRUCTION WORK COMPLETED

Project: Downtown Crosswalk Reconstruction
 Project No.: 8933.01
 Location: Cresco, IA
 Contractor: Wicks Construction, Inc

Bid Price: \$1,152,623.36
 Date: Oct. 31, 2023
 Estimate #: 4
 % Complete: 96%

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
CHANGE ORDER ITEMS								
47	REPLACE LIGHT POLE CAP	4	EACH	\$500.00	4	-	4	\$2,000.00
48	CONDUIT REPLACEMENT	1	LF	\$10.00	-	-	-	\$0.00
49	ELECTRICAL CONDUIT & CIRCUITS	1260	LF	\$17.45	1,444	-	1,444	\$25,197.80
50	REPLACE LIGHT POLE FOUNDATIONS	19	EACH	\$1,584.70	16	-	16	\$25,355.20
51	MISCELLANEOUS PREPARATION	1	LS	\$39,167.77	0.57	0.43	1.00	\$39,167.77

ITEM REMOVED FROM PROJECT THROUGH CHANGE ORDER

Total Work Completed \$1,105,966.91

Less 5% Retainage \$55,298.35

Less Previous Payments \$911,489.40

Net Payment this Estimate \$139,179.16

2905 South Broadway
Rochester, MN 55904-5515
Phone: 507.288.3923
Email: rochester@whks.com
Website: www.whks.com

whks

engineers + planners + land surveyors

October 31, 2023

Ms. Michelle Elton
City Clerk
City of Cresco
130 North Park Place
Cresco, IA 52136

RE: Cresco, IA
7th Street Reconstruction
Pay Request No. 4

Dear Michelle:

Enclosed is Pay Request No. 4 for work on the above referenced project. We recommend payment in the amount of \$259,442.24 to:

Generation X Construction, LLC
P.O. Box 490
Rushford, MN 55971

Please contact me if you have any questions.

Sincerely,

WHKS & co.



Scott Huneke, P.E.

Enclosure

cc: Ryan Oian, Generation X Construction, w/ enclosure
Blake Stiller, WHKS (file)

PARTIAL PAYMENT ESTIMATE
 FOR CONSTRUCTION WORK COMPLETED

Project: 7th Street Reconstruction
 Project No.: 9215.01
 Location: Cresco, IA
 Contractor: Generation X Construction, LLC

Bid Price: \$3,401,312.00
 Date: Oct. 31, 2023
 Estimate #: 4
 % Complete: 65%

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
1	Mobilization	1	L.S.	\$195,000.00	1	-	1	\$195,000.00
2	Remove HMA Pavement	1450	S.Y.	\$7.00	937	-	937	\$6,559.00
3	Remove Concrete Pavement	9625	S.Y.	\$10.00	8,819	-	8,819	\$88,190.00
4	Remove Concrete Driveway Pavement	1400	S.Y.	\$10.00	267	-	267	\$2,670.00
5	Remove Concrete Walk	50	S.Y.	\$8.00	-	-	-	\$0.00
6	Remove Watermain	2600	L.F.	\$3.00	1,155	1,035	2,190	\$6,570.00
7	Remove Sanitary Sewer Pipe	1140	L.F.	\$3.00	790	393	1,183	\$3,549.00
8	Remove Storm Sewer Pipe	860	L.F.	\$10.00	169	347	516	\$5,160.00
9	Remove Structure (Sanitary)	5	Each	\$500.00	5	-	5	\$2,500.00
10	Remove Structure (Storm)	9	Each	\$500.00	3	6	9	\$4,500.00
11	Remove Gate Valve & Box	17	Each	\$400.00	8	9	17	\$6,800.00
12	Remove Hydrant	5	Each	\$500.00	3	2	5	\$2,500.00
13	Salvage & Reinstall Sign	13	Each	\$200.00	-	-	-	\$0.00
14	Salvage & Reinstall Mailbox	15	Each	\$50.00	-	-	-	\$0.00
15	Salvage & Reinstall Bench	2	Each	\$350.00	-	-	-	\$0.00
16	Clearing & Grubbing	6	Tree	\$1,500.00	-	6	6	\$9,000.00
17	Class 10 Excavation (P)	4100	C.Y.	\$10.00	500	2,000	2,500	\$25,000.00
18	Class 12 Excavation	200	C.Y.	\$15.00	218	26	244	\$3,660.00
19	Storm Sewer Cleaning	1760	L.F.	\$3.00	-	-	-	\$0.00
20	Storm Sewer Televising	2600	L.F.	\$2.00	850	-	850	\$1,700.00
21	Storm Sewer Sediment Excavation	65	C.Y.	\$20.00	-	-	-	\$0.00
22	Topsoil Borrow (LV)	550	C.Y.	\$20.00	-	-	-	\$0.00
23	Highway Backfill Material	500	C.Y.	\$35.00	500	-	500	\$17,500.00
24	Subgrade Correction	1500	C.Y.	\$30.00	-	113	113	\$3,390.00
25	10" Modified Subbase (P)	3000	C.Y.	\$35.00	415	962	1,377	\$48,195.00
26	Aggregate for Pipe Foundation	300	C.Y.	\$25.00	-	-	-	\$0.00
27	Aggregate Surfacing	1300	S.Y.	\$15.00	416	-	416	\$6,240.00
28	4" HMA Pavement	375	Ton	\$175.00	255.12	-	255.12	\$44,646.00
29	6" Concrete Driveway Pavement	1250	S.Y.	\$85.00	198	-	198	\$16,830.00
30	6" PCC Pavement w/ Integral Curb (P)	7900	S.Y.	\$60.00	-	-	-	\$0.00
31	12" PCC Pavement w/ Integral Curb (P)	820	S.Y.	\$145.00	814	41	855	\$123,975.00
32	4" Concrete Walk	20	S.Y.	\$85.00	-	-	-	\$0.00
33	6" Concrete Walk	675	S.Y.	\$95.00	-	-	-	\$0.00
34	Detectable Warnings	64	S.F.	\$68.00	-	-	-	\$0.00
35	Exploratory Excavation	15	Hours	\$350.00	-	-	-	\$0.00
36	Hydrant	5	Each	\$5,650.00	3	2	5	\$28,250.00
37	6-Inch Gate Valve & Box	5	Each	\$1,900.00	3	2	5	\$9,500.00
38	8-Inch Gate Valve & Box	14	Each	\$2,200.00	6	7	13	\$28,600.00
39	10-Inch Gate Valve & Box	1	Each	\$2,850.00	-	2	2	\$5,700.00
40	6-Inch Watermain	60	L.F.	\$60.00	71	17	88	\$5,280.00
41	8-Inch Watermain	2270	L.F.	\$65.00	1,095	1,165	2,260	\$146,900.00
42	10-Inch Watermain	120	L.F.	\$80.00	-	95	95	\$7,600.00
43	Salvage & Reinstall 8" HDPE Watermain	80	L.F.	\$80.00	80	-	80	\$6,400.00
44	F & I Watermain Fittings	2500	lbs	\$18.00	1,223	1,404	2,627	\$47,286.00
45	Watermain Drop	1	Each	\$5,000.00	1	1	2	\$10,000.00
46	Connect to Existing Watermain	11	Each	\$1,000.00	4	7	11	\$11,000.00
47	1" Water Service	13	Each	\$2,250.00	7	5	12	\$27,000.00

PARTIAL PAYMENT ESTIMATE
 FOR CONSTRUCTION WORK COMPLETED

Project: 7th Street Reconstruction
 Project No.: 9215.01
 Location: Cresco, IA
 Contractor: Generation X Construction, LLC

Bid Price: \$3,401,312.00
 Date: Oct. 31, 2023
 Estimate #: 4
 % Complete: 65%

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
48	Gate Valve Box - Top Section	2	Each	\$450.00	-	-	-	\$0.00
49	Temporary Water System	1	L.S.	\$10,000.00	0.5	0.5	1.0	\$10,000.00
50	4" Insulation	14	S.Y.	\$50.00	7	3	10	\$500.00
51	48-Inch Storm Manhole	4	Each	\$3,500.00	1	3	4	\$14,000.00
52	60-Inch Storm Manhole	5	Each	\$4,250.00	3	2	5	\$21,250.00
53	72-Inch Storm Manhole	5	Each	\$5,500.00	4	1	5	\$27,500.00
54	84-Inch Storm Manhole	3	Each	\$28,500.00	3	-	3	\$85,500.00
55	18-Inch Storm Sewer Apron	2	Each	\$1,000.00	2	-	2	\$2,000.00
56	36-Inch Storm Sewer Apron	1	Each	\$4,250.00	2	(1)	1	\$4,250.00
57	42-Inch Storm Sewer Apron	1	Each	\$5,500.00	2	(1)	1	\$5,500.00
58	Single Grate Intake	13	Each	\$1,000.00	1	12	13	\$13,000.00
59	Double Grate Intake	4	Each	\$1,000.00	1	3	4	\$4,000.00
60	6-Inch Clean Out W/ Valve Cover	1	Each	\$425.00	-	1	1	\$425.00
61	6-Inch PVC Subdrain	34	L.F.	\$40.00	-	34	34	\$1,360.00
62	48" x 18" HDPE/PP Tee	1	Each	\$2,750.00	-	-	-	\$0.00
63	42-Inch HDPE/PP Storm Sewer	1675	L.F.	\$135.00	1,680	-	1,680	\$226,800.00
64	15-Inch Storm Sewer	292	L.F.	\$40.00	48	247	295	\$11,800.00
65	18-Inch RCP Storm Sewer	56	L.F.	\$55.00	56	-	56	\$3,080.00
66	18-Inch Storm Sewer	686	L.F.	\$55.00	43	599	642	\$35,310.00
67	24-Inch Storm Sewer	34	L.F.	\$60.00	34	-	34	\$2,040.00
68	36-Inch RCP Storm Sewer	82	L.F.	\$140.00	95	-	95	\$13,300.00
69	36-Inch Storm Sewer	782	L.F.	\$115.00	534	241	775	\$89,125.00
70	42-Inch RCP Storm Sewer	154	L.F.	\$210.00	171	-	171	\$35,910.00
71	42-Inch Storm Sewer	315	L.F.	\$175.00	310	-	310	\$54,250.00
72	Connect to Existing Storm Sewer	3	Each	\$1,500.00	4	1	5	\$7,500.00
73	Furnish and Adjust Casting	1	Each	\$1,000.00	-	-	-	\$0.00
74	Rotate Structure Top Slab	1	Each	\$850.00	-	-	-	\$0.00
75	48-Inch Sanitary Manhole	4	Each	\$5,000.00	4	-	4	\$20,000.00
76	8" x 4" Wye	4	Each	\$500.00	7	-	7	\$3,500.00
77	8" x 6" Wye	4	Each	\$600.00	1	-	1	\$600.00
78	4" PVC Sanitary Service	90	L.F.	\$55.00	312	50	362	\$19,910.00
79	6" PVC Sanitary Service	90	L.F.	\$65.00	18	-	18	\$1,170.00
80	8" PVC Sanitary Sewer	1035	L.F.	\$60.00	868	127	995	\$59,700.00
81	Connect to Existing Sanitary Sewer	4	Each	\$1,200.00	2	3	5	\$6,000.00
82	Storm Drain Inlet Protection	24	Each	\$250.00	4	-	4	\$1,000.00
83	Temporary Rock Construction Entrance	1	L.S.	\$750.00	-	-	-	\$0.00
84	Turf Restoration - Temporary Seed	9950	S.Y.	\$1.00	-	-	-	\$0.00
85	Turf Restoration - Lawn Type	9950	S.Y.	\$1.00	-	-	-	\$0.00
86	EC Blanket	750	S.Y.	\$2.50	-	-	-	\$0.00
87	Traffic Control	1	L.S.	\$8,500.00	0.95	-	0.95	\$8,075.00
88	Detour Signage	1	L.S.	\$14,000.00	1	-	1	\$14,000.00
89	Dust Control - Water	240	Mgal	\$25.00	-	-	-	\$0.00
90	Dust Control - Product	90000	S.Y.	\$0.20	-	-	-	\$0.00
91	Seal Sinkhole	1	Each	\$20,000.00	-	-	-	\$0.00
92	Clearing & Grubbing	1.2	Acres	\$5,000.00	1.2	-	1.2	\$6,000.00
93	Remove Storm Sewer Pipe - Pond	85	L.F.	\$50.00	85	-	85	\$4,250.00
94	Pond Excavation	37600	C.Y.	\$12.00	34,000	-	34,000	\$408,000.00

PARTIAL PAYMENT ESTIMATE
 FOR CONSTRUCTION WORK COMPLETED

Project: 7th Street Reconstruction
 Project No.: 9215.01
 Location: Cresco, IA
 Contractor: Generation X Construction, LLC

Bid Price: \$3,401,312.00
 Date: Oct. 31, 2023
 Estimate #: 4
 % Complete: 65%

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
95	Clean Course Sand	1300	C.Y.	\$22.00	-	650	650	\$14,300.00
96	Aggregate Road 8"	825	C.Y.	\$35.00	-	400	400	\$14,000.00
97	72" Outlet Control Structure and Trash Guard	1	L.S.	\$25,000.00	-	-	-	\$0.00
98	6" PVC Cleanout	15	Each	\$450.00	-	-	-	\$0.00
99	6" PVC Subdrain	17	L.F.	\$50.00	-	-	-	\$0.00
100	8" PVC Subdrain	60	L.F.	\$55.00	-	-	-	\$0.00
101	6" Perforated PVC Subdrain	1460	L.F.	\$35.00	-	-	-	\$0.00
102	8" Perforated PVC Subdrain	80	L.F.	\$45.00	-	-	-	\$0.00
103	6' Chain Link Fence W/ Privacy Slats	360	L.F.	\$65.00	-	-	-	\$0.00
104	Class D Revetment	160	C.Y.	\$50.00	120	-	120	\$6,000.00
105	Erosion Stone	5	C.Y.	\$45.00	-	-	-	\$0.00
106	Filtration Topsoil	440	C.Y.	\$25.00	-	-	-	\$0.00
107	Turf Restoration - Pond & Ditch	8	Acres	\$3,000.00	-	-	-	\$0.00
108	Turf Restoration - Cover Crop	6	Acres	\$2,250.00	-	-	-	\$0.00
109	Silt Fence	1000	L.F.	\$2.00	10	-	10	\$20.00
110	Silt Fence Ditch Check	2	Each	\$100.00	-	-	-	\$0.00
111	Filter Sock	6	Each	\$100.00	-	-	-	\$0.00
112	EC Blanket - Pond	3160	S.Y.	\$3.00	-	-	-	\$0.00
113	Turf Reinforcement Mat Type 4	2220	S.Y.	\$17.00	-	-	-	\$0.00
114	Inlet Protection - Pond Outlet	1	Each	\$250.00	1	-	1	\$250.00
MATERIALS ON HAND								
County	Manholes & RC Pipe	1	L.S.	\$109,482.41	0.30	(0.30)	-	\$0.00
Core & Main	Plastic Pipe, Watermain Fittings, Hydrants	1	L.S.	\$299,549.77	0.46	(0.46)	-	\$0.00

Total Work Completed \$2,212,825.00

Materials on Hand Reduction \$0.00

Less 5% Retainage \$110,641.25

Less Previous Payments \$1,842,741.51

Net Payment this Estimate \$259,442.24

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO
A PROFESSIONAL SERVICES AGREEMENT WITH WHKS & CO. FOR THE
CRESCO WASTEWATER TREATMENT PLANT (WWTP) – AGE RELATED
EQUIPMENT REPLACEMENT

The City Council of the City of Cresco met in regular session on November 6, 2023 at 5:30 P.M. Council Member _____ moved the adoption of the foregoing Resolution Authorizing the Mayor to enter into a PROFESSIONAL SERVICES AGREEMENT with WHKS & Co. for professional services relating to the project described as the Age Related Equipment Replacement. 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 _____ DAY OF _____, 2023.

BY: _____
Mayor David J. Brenno

ATTEST: _____
City Clerk Michelle Elton

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Cresco City, Iowa** 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 **Cresco Age Related Equipment Replacement**

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

Basis of Compensation

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

Items 1, 4, and 5 (Project Management, Design, Permitting, and Bidding): Billed Hourly with an Estimated Fee of \$114,700.

Items 2 and 3 (Feasibility Report and SRF Support): Billed Hourly with an Estimated Fee of \$10,000.

Items 6-7 (Construction Observation and Administration): Not included in this phase of the contract.

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

Executed this _____ day of _____ November, 2023

City of Cresco

By: _____
Printed Name: _____
Title: _____

WHKS & CO.

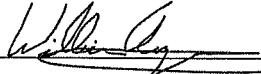
By:  _____
Printed Name: William Angerman, P.E.
Title: C.O.O.

Exhibit A to Professional Services Agreement

A. Project Description

The project, as defined for this agreement, is to develop a feasibility report and perform design services for equipment improvements and/or replacements at the City of Cresco's Wastewater Treatment Plant (WWTP) as described in the City's the Nutrient Reduction Strategy dated April 18, 2023. The project also includes work at four (4) of the City's five (5) lift stations. The nature of the work generally includes the following:

- Tank and pump replacement for the non-potable water system
- Influent channel grouting downstream of the screw pumps
- Replacement of bearings, repainting, and channel grouting for the two (2) influent screw pumps
- Replacement of drives, steel mechanisms, and scum beach assemblies for the three (3) final clarifiers
- Replacement of the ultraviolet disinfection system controller
- Demolition of the existing aerobic digester building and construction of a new, vented aerobic digester canopy
- Repair of a segment of buried air yard piping located by the activated sludge basins
- Construction of new decant pipe to the aerobic digester to improve digester decanting system
- Replacement of air piping, valves, and selected handrails at the aerobic digester
- Replacement of controls for four (4) collection system lift stations. Control system design and layout to be provided by the equipment supplier. Purchase and installation will be incorporated into the bid package. The South Lift Station is excluded from the scope of this project.

Items detailed in the following Scope of Services section below will follow the guidelines established by the Iowa Department of Natural Resources (IDNR) in the Wastewater Engineering Construction Permit Process Manual.

B. Scope of Services Provided Under This Agreement:

1. Project Management and Meetings

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Meet with the Client for consultation in connection with final design of the project. Project management team meetings with Client will be on a monthly basis throughout the design phase of the project through an electronic medium (virtual meetings). In person site visits for project status updates will be on a quarterly basis throughout the design phase of the project.

- 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. Feasibility Study/Report Preparation

- On-site review meeting with City Staff to review rehabilitation and/or replacement alternatives and their ability to meet the City's current and future treatment needs.
- Prepare a report to fulfill State Revolving Fund SRF feasibility report requirements. The report will include the following:
 - i. Summary of existing conditions
 - ii. Flows and loads
 - iii. Recommendations of equipment replacements and anticipated schedule.
 - iv. An Engineer's Preliminary Opinion of Probable Construction Costs
- Provide two (2) bound copies of the report to the Client.

3. Funding Package – Technical Assistance

- Provide technical assistance for funding application to the State Revolving Fund (SRF).
- Assist the Client with completing the SRF Environmental Review process.

4. IDNR Coordination / Communication

- Coordinate and communicate with IDNR staff throughout the construction permitting process to help meet the project milestones detailed in the Wastewater Engineering Construction Permit Process Manual.

5. Final Design

- Prepare final plans and specifications to show the character and scope of work to be performed by contractors on the Project.
- A consultant will provide electrical engineering final design services as a subcontractor to WHKS under this contract. Lift station controls are anticipated to be provided as a package by the control supplier and not included under WHKS's design scope.
- Subsurface investigation and geotechnical engineering services are not anticipated and are not included in this scope. WHKS will advise the Client of the need for these services if it arises during the final design process, and these services may be added to this scope by Amendment.
- Prepare forms of Notice to Bidders, contractor's proposal, construction agreement, payment bond and performance bond for approval by the Client, subject to prior review and approval by Client's Attorney, Bond Counsel, and/or Fiscal Agent.
- Prepare opinion of probable construction cost on completed plans and specifications.
- Furnish two (2) original signed copies of the plans, specifications, and other contract documents as required to the Client.
- Furnish plans and specifications to bidders through the use of a web based plan room.
- Answer contractor's questions during the bidding phase.
- Prepare addendums to the contract documents prior to bid letting, if necessary.
- Assist in the receiving and tabulation of Contractors' proposals and assist in awarding construction contract.
- Prepare and submit applicable construction permit application package to Iowa Department of Natural Resources.

6. **Construction Administration: not included in this phase of the contract**
Construction Administration tasks (to be completed under future agreement) include:
- Provide construction administration assistance during construction.
 - Conduct a preconstruction meeting with Client, Contractor and Utility Owners.
 - Provide construction staking services, if necessary.
 - Prepare record drawings from Contractor provided "mark-ups" at the completion of the construction.
 - Provide construction updates to the Client.
7. **Construction Observation: not included in this phase of the contract**
Construction Administration tasks (to be completed under future agreement) include:
- Provide resident project observation services during the duration of the construction contract.

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. Costs of wastewater sampling analysis
2. Pilot-scale testing at WWTP
3. Sewer-use ordinance and rate structure review and modification assistance
4. Collection system analysis
5. Easement research, plats or descriptions
6. Negotiation for easements or land acquisition
7. Quality control testing and construction materials testing
8. Permits other than those identified above
9. Technical assistance for funding applications other than those listed above
10. Wetland Delineations or mitigation plans
11. Floodplain and hydraulic/hydrologic modeling
12. Water and/or sanitary sewer rate studies
13. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
14. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
15. SRF water quality sponsored project assistance
16. Subsurface investigation and geotechnical engineering services.
17. Construction Administration, Construction Observation

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.

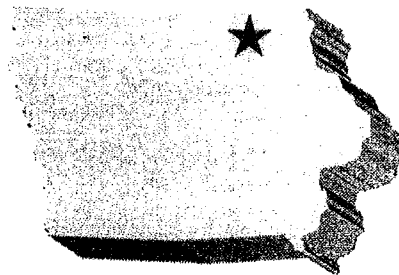
27. Record Documents

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

HOWARD COUNTY CONSERVATION BOARD



Wise Management of Your Natural Resources

PRAIRIE'S EDGE NATURE CENTER

11562 Valley Ave. • P.O. Box 157 • Cresco, IA 52136 • Phone (563) 547-3634

November 1st, 2023

City of Cresco
130 N Park Pl,
Cresco, IA 52136

Mayor: Dave Brenno
City Clerk: Michelle Elton
Public Works Director: Nate Widell
City Council Members: Alex Fortune, Amy Bouska, Gary Kriener, Jan Carmen, Rich McConnell

Re: Prairie Springs and Prairie Farmer Trail Rehabilitation Project Completion

To all,

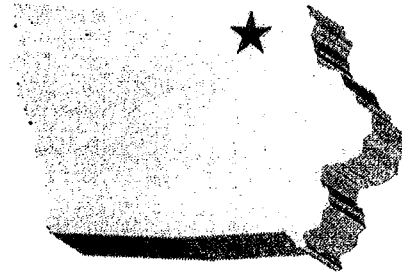
Please find this as a letter of appreciation from the Howard County Conservation Board for your contribution in the rehabilitation of our local trail systems. Without the help from Michelle, Nate, staff from the street department, and the financial commitment from the city, this project may not have been feasible.

It brings great pleasure to the Conservation Board to be able to work with the City of Cresco to complete such great projects to better our community! Thank You!

Jeff Korsmo	-	Director	
Dennis Christensen		Board Chairman	
Don Burnikel		Board Vice Chairman	
Diane Kueker		Board Secretary	
Mike Natvig		Board Member	
Gerry Haar		Board Member	

HOWARD COUNTY CONSERVATION BOARD

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November 1st, 2023

City of Cresco
130 N Park Pl,
Cresco, IA 52136

Re: Prairie Springs and Prairie Farmer Trail Rehabilitation Project Completion

Original Contract Price	\$1,127,492.46
Net Change Orders	<u>\$ 50,929.72</u>
Current Price	\$1,178,422.18

Total Amount Committed by City	\$82,665.00
Total Amount Committed by PST Committee	\$3000.00

Total Amount Due:

\$82,665.00

RESOLUTION NO. _____

RESOLUTION APPROVING LOAN AGREEMENT FOR LOAN OF FUNDS
FROM THE CUSB HISTORIC DOWNTOWN REVOLVING LOAN FUND
AND THE CITY OF CRESCO TO ALANDA AND BRANDON MEYER D/B/A
BAM SAM JAM RENTALS, LLC

WHEREAS, the City of Cresco has established a CUSB Historic Downtown Revolving Loan Fund originally financed by donations from the John Scott Thomson and Stephanie C. Thomson Community Reinvestment Fund and the Thomson Charitable Foundation; and

WHEREAS, said revolving loan fund is administered under the terms prescribed in a written agreement between the Cresco Industrial Development Corporation and the City of Cresco, Iowa; and

WHEREAS, a loan application has been received from Alanda and Brandon Meyer d/b/a Bam Sam Jam Rentals, LLC for a loan of fifty thousand dollars (\$50,000) at 0% interest rate over the first two years and 3% interest rate starting at year three for property renovations at 222 North Elm Street; and

WHEREAS, repayment shall be amortized over ten years with monthly ACH payments with a balloon payment after five years; and

WHEREAS, the Cresco Industrial Development Corporation and the City, through the CUSB Historic Downtown Cresco Revolving Loan Fund Committee, have reviewed the loan application and have recommended to the City Council in favor of such loan.

THEREFORE, Council Person _____ moved the adoption of the Resolution as follows:

- A. The loan application of Bam Sam Jam Rentals, LLC, Alanda Meyer, and Brandon Meyer is hereby approved.
- B. The City Council of the City of Cresco hereby authorizes the release of funds in the amount of \$50,000 to Bam Sam Jam Rentals, LLC, Alanda Meyer, and Brandon Meyer upon the execution of the proper loan agreements, promissory note and any other accompanying documents. The Mayor, City Clerk, and the Cresco Industrial Development Corporation are authorized to sign and execute any necessary loan agreements or other documents that may be required to accomplish the said loan.

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 _____ between the City of Cresco and Bam Sam Jam Rentals, LLC, Alanda Meyer, and Brandon Meyer 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 _____, 2023.

Mayor David J Brenno

ATTEST: _____
City Clerk Michelle Elton

CUSB HISTORIC DOWNTOWN
REVOLVING LOAN FUND REQUEST
CIDC/CITY REVIEW BOARD

October 26, 2023 RLF Summary

- Present: Brendon Kacher (Cresco Bank & Trust), Amy Bouska (City of Cresco), Austin Hrdlicka (CUSB Bank), Mike Drees (CIDC)
- Absent: Scott Thomson (Thomson Charitable Foundation)
- Attendees: Alanda Meyer, Jason Passmore (HCBT), Allison Whalen (CEDA)
- Applicant: Bam Sam Jam Rentals, LLC, Alanda and Brandon Meyer, Owners
- Summary: Bam Sam Jam Rentals, LLC, Alanda and Brandon Meyer, owners are seeking a loan for \$50,000 to go towards the renovations of their property at 222 North Elm Street, in downtown Cresco. The Meyers are represented by CUSB Bank, their primary financial agent, and are undergoing a full remodel of three apartment units and front entrance and façade improvements. The amount being requested is at or below the limits of the Historic Downtown Loan Fund parameters which is \$90,000 and less than 50% of the total project cost. Renovations have maintained the main floor tenant salon (Angie's Beauty Shop) as work continues on the upper story apartment units. The loan application and supporting documents were reviewed by the loan review board. The Meyers offered a second position behind CUSB Bank for the respective commercial property along with a personal guarantee. The proposed term length was acceptable at 10 years with a 5-year balloon, and monthly ACH payments would be established as detailed in the program guidelines, which is 0% interest rate for the first two years and 3.0% interest rate starting in year three.
- Motion: Moved by Bouska, Second by Drees
- To recommend to the Cresco City Council the approval of a \$50,000 loan to Bam Sam Jam Rentals, LLC amortized over 10 years with ACH monthly payments, securities in the form of a personal guarantee and a second position on the commercial property at 222 North Elm Street, Cresco.
- Unanimously Approved

November 6, 2023 – City of Cresco Council Meeting

RESOLUTION NO. _____

RESOLUTION APPROVING LOAN AGREEMENT FOR LOAN OF FUNDS
FROM THE CUSB HISTORIC DOWNTOWN REVOLVING LOAN FUND
AND THE CITY OF CRESCO TO MARK AND DANNA KUBIK D/B/A
KUBIK INC.

WHEREAS, the City of Cresco has established a CUSB Historic Downtown Revolving Loan fund originally financed by donations from the John Scott Thomson and Stephanie C. Thomson Community Reinvestment Fund and the Thomson Charitable Foundation; and

WHEREAS, said revolving loan fund is carried out under the terms prescribed in a written agreement between the Cresco Industrial Development Corporation and the City of Cresco, Iowa; and

WHEREAS, a loan application has been received from Mark and Danna Kubik d/b/a Kubik Inc. for a loan of twenty thousand dollars (\$20,000) at 0% interest rate over the first two years and 3% interest rate starting at year three for property renovations at 206 North Elm Street; and

WHEREAS, repayment shall be amortized over five years with monthly ACH payments; and

WHEREAS, the Cresco Industrial Development Corporation and the City, through the CUSB Historic Downtown Cresco Revolving Loan Fund Committee, have reviewed the loan application and have recommended to the City Council in favor of such loan.

THEREFORE, Council Person _____ moved the adoption of the Resolution as follows:

- A. The loan application of Kubik Inc., Mark Kubik, and Danna Kubik is hereby approved.
- B. The City Council of the City of Cresco hereby authorizes the release of funds in the amount of \$20,000 to Kubik Inc., Mark Kubik, and Danna Kubik upon the execution of the proper loan agreements, promissory note, and any other accompanying documents. The Mayor, City Clerk, and the Cresco Industrial Development Corporation are authorized to sign and execute any necessary loan agreements or other documents that may be required to accomplish the said loan.

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 _____ between the City of Cresco and Kubik Inc., Mark Kubik, and Danna Kubik 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 _____, 2023.

Mayor David J Brenno

ATTEST: _____
City Clerk Michelle Elton

CUSB HISTORIC DOWNTOWN
REVOLVING LOAN FUND REQUEST
CIDC/CITY REVIEW BOARD

October 26, 2023 RLF Summary

- Present:** Brendon Kacher (Cresco Bank & Trust), Amy Bouska (City of Cresco), Austin Hrdlicka (CUSB Bank), Mike Drees (CIDC)
- Absent:** Scott Thomson (Thomson Charitable Foundation)
- Attendees:** Mark Kubik, Jason Passmore (HCBT), Allison Whalen (CEDA)
- Applicant:** Kubik Inc., Mark and Danna Kubik, Owners
- Summary:** Kubik Inc., Mark and Danna Kubik, owners are seeking a loan for \$20,000 to go towards the renovations of their business location at 206 North Elm Street, in downtown Cresco. The Kubiks are represented by Cresco Bank & Trust, their primary financial agent, and propose to install a new membrane roof system on approximately half the existing roof that is having infiltration issues. They also propose to install solar panels on the roof and will be applying for the REAP grant and tax credits. If awarded the grant they will apply half the amount to this RLF and the other half to the bank loan. The amount being requested is at or below the limits of the Historic Downtown Loan Fund parameters which is \$90,000 and less than 50% of the total project cost. Previous renovations have transitioned the main floor into a salon & spa (The Hair Co.) and four upper story apartment units. The loan application and supporting documents were reviewed by the loan review board. The Kubiks offered a second position behind Cresco Bank & Trust for the respective commercial property along with a personal guarantee. The proposed term length was acceptable at 5 years and monthly ACH payments would be established as detailed in the program guidelines, which is 0% interest rate for the first 2 years and 3.0% interest rate for years 3-5.
- Motion:** Moved by Drees, Second by Kacher
- To recommend to the Cresco City Council the approval of a \$20,000 loan to Kubik, Inc. amortized over 5 years with ACH monthly payments, securities in the form of a personal guarantee and a second position on the commercial property at 206 North Elm Street, Cresco.
- Unanimously Approved

November 6, 2023 – City of Cresco Council Meeting

10/30/2023

RESOLUTION NUMBER _____

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN A
RURAL HOUSING NEEDS ASSESSMENT GRANT AGREEMENT
WITH IOWA ECONOMIC DEVELOPMENT AUTHORITY**

WHEREAS, the City of Cresco has been awarded a grant in the amount of \$10,000 per Agreement Number: 24-RHAG-003 from Iowa Economic Development Authority to participate in ISU Extension and Outreach's Rural Housing Readiness Assessment workshops to empower communities to assess their current development environment and enact changes resulting in the creation of policies and procedures attractive to potential developers and to update the City of Cresco Comprehensive Plan; and

WHEREAS, the City of Cresco must agree to the terms in the agreement to accept the grant and complete the project by June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized and directed to sign the Rural Housing Needs Assessment Grant Agreement and other required documents with Iowa Economic Development Authority.

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 Rural Housing Needs Assessment Grant Agreement with Iowa Economic Development Authority 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 _____, 2023.

BY: _____
Mayor David J. Brenno

ATTEST: _____
City Clerk Michelle Elton

IOWA ECONOMIC DEVELOPMENT AUTHORITY
IOWA CENTER FOR RURAL REVITALIZATION
RURAL HOUSING NEEDS ASSESSMENT GRANT AGREEMENT

GRANTEE: CITY OF CRESCO
AGREEMENT NUMBER: 24-RHAG-003
DATE OF AWARD LETTER: OCTOBER 8, 2023
PROJECT COMPLETION DATE: JUNE 30, 2025
GRANT AMOUNT: \$10,000

THIS Rural Housing Needs Assessment Grant Agreement ("Agreement") is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 ("Authority" or "IEDA") and CITY OF CRESCO, 130 N. Park Place, Cresco, Iowa 52136 ("Grantee") (Collectively "the Parties").

WHEREAS, the Iowa Center for Rural Revitalization is housed at the IEDA; and

WHEREAS, the Authority established the Rural Housing Needs Assessment Grant Program ("Program") pursuant to 2019 Iowa Acts, Senate File 608 for the purpose of providing grants to support the interpretation and implementation of hard data and housing-related information specific to the communities applying for financial assistance under the Program; and

WHEREAS, the Grantee submitted a Grant application ("Application") to the Authority and the Authority determined that the Grantee and its proposed Project are eligible for a Rural Housing Needs Assessment Grant ("Grant") and approved the Application; and

WHEREAS, in approving the Application, the Authority has relied upon the Grantee's representations of proposed Project activities, the Grantee's management and financial condition, investment of other Project funds, and other material information contained in the application;

WHEREAS, the Grantee accepts the Grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

- COSTS DIRECTLY RELATED.** "Costs Directly Related" means expenditures that are incurred directly for the development or execution of the Project. Examples of costs not directly related include: international travel, domestic travel outside the state of Iowa, insurance, training or professional development courses.
- GRANTEE.** "Grantee" means the entity described above whose application for a Grant was approved by IEDA.
- IOWAGRANTS.GOV.** "IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. The Authority reserves the right to require the Grantee to utilize IowaGrants.gov to conduct business associated with this Agreement.
- PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the Grantee as described in this Agreement, in IowaGrants.gov, in the award letter, and in the Application submitted through IowaGrants.gov.
- CASH MATCH.** The Grantee shall provide a cash match of at least fifty cents (\$.50) for every one dollar (\$1.00) awarded under the Program.
- PROJECT COMPLETION PERIOD.** "Project Completion Period" means the period commencing with the Date of Award Letter and ending with the Project Completion Date set out above.
- PRIOR EXPENSES.** No expenditures made prior to the Date of Award Letter may be included as Project costs for the purpose of this Agreement.
- UTILIZATION OF CONSULTANT(S).** The Grantee shall enter into a contract with Iowa State University Office of Extension and Outreach for completion of the Rural Housing Readiness Assessment Facilitation process and upload the executed contract into IowaGrants. In addition, the Grantee is responsible for recruiting and selecting any additional consultants and for setting out the terms and conditions under which the consultant(s) shall provide services. The Authority may require the Grantee to retain a consultant or consultants as set out in IowaGrants.gov.
- TOTAL PAYMENT.** Total payment of state funds under this Agreement shall not exceed \$10,000 for Costs Directly Related to the Project as shown in the approved Application unless modified by written amendment of this Agreement. All payments under this Agreement are subject to receipt by the IEDA of sufficient State funds for this activity. Any termination, reduction or delay of state funds to the IEDA shall, at the option of the IEDA, result in the termination, reduction, or delay of state funds to the Grantee.
- REPAYMENT OBLIGATION.** In the event that any state and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of this Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to

IEDA for the full amount of any claim disallowed and for all related penalties incurred. If IEDA determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Grantee has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Agreement or applicable laws, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to IEDA's final determination of the disallowance of costs. If it is IEDA's final determination that costs previously paid by IEDA are not allowable under the terms of this Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to IEDA any and all disallowed costs. The requirements of this paragraph shall apply to the Grantee as well as any subcontractors, including but not limited to, consultants retained by the Grantee.

11. **REPORTING REQUIREMENTS.** The Grantee shall prepare, review and sign the reports as specified below in the form and content specified by the Authority.
 1. Biannual: A report describing work completed in April and October during the contract period;
 2. Within 30 days after the Project Completion Date: A report documenting completion of the Project.
12. **PAYMENT PROCEDURES.** Payment shall be made on a reimbursement basis. Grantee shall use funds only for reimbursement of Costs Directly Related to the Project. Requests for reimbursement shall be made through IowaGrants.gov using a General Accounting Expenditure form along with copies of paid invoices and proof of payment. Disbursement claims must be for an amount equal to or greater than \$500 per request. If the total Grant Amount has not been claimed within thirty (30) days after the Project Completion Date, then the IEDA shall be under no further obligation for further disbursement. The Grantee shall prepare, review, and sign all requests for payment and verify that claimed expenditures are allowable Costs Directly Related to the Project. The Grantee shall maintain original documentation adequate to support the claimed costs on file in IowaGrants.gov and provide such documentation upon request.
13. **PUBLICATIONS.** The Grantee will ensure that all publications produced in association with the Project shall include the following phrase: This Project is Sponsored in Part by the Iowa Economic Development Authority.
14. **DEFAULT.** The occurrence of any one or more of the following events shall constitute cause for IEDA to declare the Grantee in default of its obligations under this Agreement: a) non-performance; b) a failure by the Grantee to make substantial and timely progress toward completion of the Project and performance of the Agreement; c) a breach of any term of this Agreement or any attachment thereto; and d) utilizing grant proceeds for purposes not described in IowaGrants.gov – or for expenses that are not Costs Directly Related to the Project. The IEDA shall issue a written notice of default providing therein a fifteen (15) day period during which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.
15. **TERMINATION.** This Agreement may be terminated in the following circumstances: a) by either party, without cause, after thirty (30) days' written notice; b) immediately, as a result of the Grantee's default under this Agreement and failure to cure within the time period provided; c) immediately, as a result of the termination or reduction of funding to IEDA or the deauthorization of IEDA to engage in activities or conduct business under this Agreement; or d) immediately upon written mutual agreement by all parties to terminate the Agreement.
16. **REMEDY UPON TERMINATION.** In the event of termination of this Agreement or reduction of the Agreement amount, the exclusive, sole and complete remedy of the Grantee shall be reimbursement for Project costs expended prior to termination.
17. **NONASSIGNMENT OF AGREEMENT.** The Grantee may not assign, transfer or convey in whole or in part this Agreement; delegate any of its obligations or duties under this Agreement; or pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Grantee under this Agreement.
18. **WRITING REQUIRED.** No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the parties. Notwithstanding the sentence above, IEDA may unilaterally modify the Agreement at will in order to accommodate any change in any applicable federal, state, or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement.
19. **COMPLIANCE WITH LAWS AND REGULATIONS: DECLARATION OF THE GRANTEE.** The Grantee shall comply with all applicable federal, state and local laws, rules, ordinances, regulations and orders. The Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.
20. **COMPLIANCE WITH EE0/AA PROVISIONS/EMPLOYMENT OF INDIVIDUALS LEGALLY AUTHORIZED TO WORK IN IOWA.** The Grantee shall comply with the provisions of federal, state and local laws, rules and executive orders to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, sexual orientation, gender identity, national origin, or disability. The Grantee shall only employ individuals legally authorized to work in the State of Iowa. A breach of this provision shall be considered a material breach of this Agreement and all or a portion of the assistance received is subject to recapture.
21. **INDEMNIFICATION AGAINST LOSS OR DAMAGE.** The Grantee agrees to indemnify and hold harmless the State of Iowa and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments including,

without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of: any breach of this Agreement; any negligent, intentional or wrongful act or omission of the Grantee or any agent or subcontractor utilized or employed by the Grantee; the Grantee's performance or attempted performance of this Agreement, including any agent or subcontractor utilized or employed by the Grantee; any failure by the Grantee to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Grantee to conduct business in the State of Iowa; or any violation of any rights of any third party. The Grantee's duties and obligations under this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by IEDA or any other Indemnified Party.

22. **RIGHT TO REVIEW AND OBSERVE: ACCESS TO RECORDS.** IEDA shall have the right to review and observe, at any time, completed work or work in progress related to the Agreement. The Grantee shall permit IEDA or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of IEDA, the Grantee shall deliver to IEDA or its agents said documentation or materials.
23. **PUBLIC RECORDS: RECORDS RETENTION.** All records submitted to or inspected by IEDA regarding this Agreement, including this Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Grantee relating to this Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.
24. **SURVIVAL OF AGREEMENT.** If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.
25. **GOVERNING LAW.** This Agreement shall be interpreted in accordance with the law of the State of Iowa and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.
26. **FINAL AUTHORITY.** The decision of the IEDA shall be binding on the Grantee. The IEDA shall have the final authority to assess whether the Grantee has complied with the terms of this Agreement.
27. **USE OF NAME.** The Grantee agrees it will not use IEDA and/or State's name or any of its or their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of IEDA and/or the State, except as otherwise required by this Agreement.
28. **COMPLIANCE WITH IOWA CODE CHAPTER 8F.** If the Agreement is subject to the provisions of Iowa Code chapter 8F, the Grantee shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certifications, received by the Grantee from subcontractors shall be forwarded to IEDA.
29. **LEGISLATIVE CHANGES.** The Grantee expressly acknowledges that the Program is subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the fund or the program, the Grantee shall not hold IEDA liable in any manner for the resulting changes. IEDA shall use best efforts to provide thirty (30) days' written notice to the Grantee of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Agreement to address the legislative change. Nothing in this paragraph shall affect or impair IEDA's right to terminate the Agreement pursuant to the termination provisions.
30. **JOINT AND SEVERAL LIABILITY.** If the Grantee is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of activities and obligations.
31. **WAIVER.** Except as specifically provided for in a waiver signed by duly authorized representatives of IEDA and the Grantee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.
32. **CONFLICT OF INTEREST.** The Grantee represents, warrants, and covenants that no relationship exists or will exist during the Agreement period between the Grantee and IEDA that is a conflict of interest. The provisions of Iowa Code chapter 68B shall apply to this Agreement. If a conflict of interest is proven to IEDA, IEDA may terminate this Agreement pursuant to Paragraph 15 of this Agreement, and the Grantee shall be liable for any excess costs to IEDA as a result of the conflict of interest. The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Grantee shall report any potential, real, or apparent conflict of interest to IEDA.

33. **MAINTENANCE OF INSURANCE.** The Grantee shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. If the Grantee is not the owner of the Project property, the Grantee shall require the property owner to maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Grantee or owner of the Project property shall pay for and maintain insurance as is customary for similar projects. If the Grantee is not the owner of the Project property, the owner of the Project property shall provide the Grantee with a copy of each and every insurance policy in effect. The Grantee shall maintain a copy of each and every insurance policy in effect and shall provide copies to the Authority upon request.
34. **IMMUNITY FROM LIABILITY.** Every person who is a party to the Agreement is hereby notified and agrees that the State, IEDA, and all of their employees, agents, successors, and assigns are immune from liability and suit related to Grantee's and/or contractors' or subcontractors' activities involving third parties and arising from the Agreement. Pursuant to *Iowa Code* chapter 669, IEDA and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Agreement.
35. **NONAGENCY.** The Grantee, the Project property owner(s), its or their employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Agreement. Neither the Grantee nor the Project property owner's employees shall be considered employees of IEDA or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Agreement.
36. **HEADINGS OR CAPTIONS.** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.
37. **DOCUMENTS INCORPORATED BY REFERENCE.** The following are hereby incorporated by reference:
(a) IowaGrants.gov
(b) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
(c) Iowa Center for Rural Revitalization RURAL HOUSING ASSESSMENT Grant Application, as found in IowaGrants.gov.
38. **ORDER OF PRIORITY.** In the event of a conflict between documents, the following order or priority shall be applied:
(a) Articles 1-39 of this Agreement.
(b) IowaGrants.gov
(c) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
(d) Application, Iowa Center for Rural Revitalization RURAL HOUSING ASSESSMENT Grant, as found in IowaGrants.gov.
39. **INTEGRATION.** This Agreement contains the entire understanding between the Grantee and IEDA and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date on which this Agreement is executed by IEDA.

RECIPIENT: CITY OF CRESCO

BY: _____
Mayor
City of Cresco
130 N. Park Place
Cresco, Iowa 52136

Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY: _____
Deborah V Durham
Director

RESOLUTION NUMBER _____

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN A
PROGRAM FEE AGREEMENT
WITH IOWA STATE UNIVERSITY EXTENSION AND OUTREACH**

WHEREAS, the City of Cresco has been awarded a grant in the amount of \$10,000 per Agreement Number: 24-RHAG-003 from Iowa Economic Development Authority to participate in ISU Extension and Outreach's Rural Housing Readiness Assessment workshops to empower communities to assess their current development environment and enact changes resulting in the creation of policies and procedures attractive to potential developers and to update the City of Cresco Comprehensive Plan; and

WHEREAS, the City of Cresco must agree to the terms in the program fee agreement to complete the Rural Housing Readiness Assessment with ISU Extension and Outreach;

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized and directed to sign the Program Fee Agreement and other required documents with Iowa State University Extension and Outreach.

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 Program Fee Agreement with Iowa State University Extension and Outreach 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 _____, 2023.

BY: _____
Mayor David J. Brenno

ATTEST: _____
City Clerk Michelle Elton

IOWA STATE UNIVERSITY

Extension and Outreach

Program Fee Agreement

This Agreement is entered into by Iowa State University of Science and Technology, on behalf of its Extension and Outreach Division, Ames, Iowa 50011 ("ISU"), and City of Cresco with offices at 130 N Park Pl Cresco, IA 52136 ("Customer"). The effective date of this Agreement shall be the date on which the last party signs this Agreement. Attachment A is incorporated into this Agreement by reference.

1. Scope and Performance of Program

ISU shall perform the Rural Housing Readiness Assessment described in Attachment A ("Program"). Unless stated otherwise in this Agreement, ISU shall provide personnel and materials required for the Program to be completed. ISU shall use reasonable efforts to perform the Program requested within the projected costs and time period indicated in this Agreement. In the event ISU's costs exceed the projected price or in the event Program cannot be performed within the time desired, ISU will notify Customer as soon as reasonably possible. Customer shall have the option of terminating this Agreement or continuing the Program for an additional cost or, if feasible, an extension of time.

2. Date, Location and Time of Event

Approximate Start Date: 11/7/2023

Duration of Program: 6/30/2025

Location of Program: Virtual Delivery Platforms

3. Contact Information

Contact for ISU shall be Omar Padilla, (515) 520-2616, opadilla@iastate.edu. Contact information for Customer is provided in Attachment A.

4. Payment Terms

In consideration of the Program, Customer shall pay ISU \$5,000 as set forth in Attachment A. In the event that Customer cancels for any reason, except for extraordinary causes beyond the reasonable control of Customer, Customer shall remain obligated for the full amount set forth in this paragraph unless notified by ISU.

ISU shall issue an invoice or invoices to Customer, and the Customer shall pay such invoices within thirty (30) days of receipt. Checks should be made payable to **Iowa State University of Science and Technology**. Customer shall submit the payments to ISU at the following address:

ISU Treasurer's Office
1220 Beardshear Hall
515 Morrill Road
Iowa State University
Ames, Iowa 50011-2103

If payment is not received from Customer when due, ISU may terminate this Agreement. In addition, the full account balance may be accelerated. To the extent permitted by law, ISU may also impose a late payment charge computed at a periodic monthly rate of 1% per month on the balance or an annual percentage rate of 12% when computed from the billing date. The unpaid account may be referred for collection, and Customer shall pay all collection costs and reasonable attorney's fees if ISU must take action to recover any past due amounts. ISU reserves the right under Iowa Code §421.17(27) to offset State of Iowa tax refunds, lottery winnings or vendor payments.

5. Obligations of Customer

If Customer is to furnish facilities, equipment or materials to be used in performing Program, they are identified in Attachment A.

6. Ownership of Materials and Presentations

The Program and all related materials provided by ISU shall remain the property of ISU. Customer is provided a license to use the material in connection with the Program, but Customer may not copy or distribute the material without the express written consent of ISU. ISU further owns all rights to the Program and related materials. The Program shall not be recorded or taped in any form without the express written consent of ISU.

7. Disclaimer

ISU makes no claims of any kind with respect to the Program and shall not be liable for Customer's reliance on any statements or demonstrations made during the Program. ISU's maximum obligation to Customer for cause of action arising under this Agreement, including failure to perform, shall not exceed the amount actually paid to ISU by Customer under Article 4.

8. Publicity and Use of Name

The parties shall not use the name or trademarks of the other party or the name of any of its employees in any publicity or advertising, including endorsements, without the prior written consent of the other party. The parties may use the name of the party and its employees for fulfilling any reporting obligations.

9. Assignment

This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.

10. Complete Agreement/Governing Law

This Agreement including any attached exhibits, represents the complete agreement of the parties. No amendments to this Agreement shall be binding upon ISU unless signed by ISU. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written relating to the subject matter of this Agreement. The terms and conditions of any purchase order or similar document submitted by Customer in connection with the services provided under this Agreement shall not be binding upon ISU. This agreement shall be governed by the laws of Iowa and any action to enforce this Agreement shall be brought only in Story County, Iowa.

11. Counterparts; Authorization

This Agreement may be executed in any number of counterparts and delivered by electronic transmission in PDF format. Each party represents and warrants that the person executing this Agreement on its behalf is authorized to do so.

12. Assurance of Nondiscrimination

In compliance with the Civil Rights Act of 1964 and subsequent rules and regulations, Iowa State University Extension and

Program Fee Agreement

Outreach must have written evidence that it does not conduct programs for, nor cooperate in conducting programs with, any public or private agency, organization, or group that discriminates on the basis of race, color, or national origin in its membership requirements, or in any services offered.

Iowa State University Extension and Outreach must also have evidence that it does not conduct programs for, nor cooperate in conducting programs with, any public or private agency, organization, or group that discriminates on the basis of physical or mental disability in compliance with Section 504 of the 1973 Rehabilitation Act. Furthermore, it is inconsistent with Title IX of the 1972 Education Amendments for Iowa State University Extension and Outreach

to provide significant assistance to any public or private agency, organization, or group that discriminates in its membership requirements or in any services offered on the basis of sex.

For the full non-discrimination statement or accommodation inquiries, go to

<https://www.extension.iastate.edu/diversity/ext>

By signing below, I also certify that City of Cresco has a policy and/or practice of non-discrimination in its membership or in any services offered because of race, color, national origin, handicap, or sex.

IOWA STATE UNIVERSITY OF SCIENCE AND
TECHNOLOGY

City of Cresco

Signed: _____

Printed Name: _____

Title: _____

Date: _____

ISU FEIN: 42-6004224

Signed: _____

Printed Name: _____

Title: _____

Date: _____

IRS FEIN: _____

Attachment A

Rural Housing Readiness Assessment Program Participating Community Agreement Between Iowa State University Extension Community Economic Development and Cresco, Iowa

Introduction and Community Information

Cresco's Rural Housing Assessment Grant application to the Iowa Economic Development Authority (IEDA) Center for Rural Revitalization has been approved. This contract is by and between Iowa State University Extension Community Economic Development (CED) and Cresco in the amount of \$5,000 for the cost of providing the Rural Housing Readiness Assessment program. Upon successfully completing the process, Cresco will receive \$10,000 from the Empower Rural Iowa Office under a separate agreement to be applied toward a community housing project of the community's choice.

Cresco Contact Person Name & Title: Niki Hill, City Clerk

Mailing Address: 130 N Park Pl Cresco, IA 52136

Phone: 563-547-3101

Email: cityclerk@cityofcresco.com

City of Cresco Address for Receipt of Invoices (if different from above):

Same

A. Description of Program – Obligations of Cresco

The objective of CED's RHRA program is to support a community's active efforts to increase the opportunities for good quality, available, and affordable housing. For this effort to be successful, the community must be an *active participant* and commit to *implementing the plans* they establish. To that end, this agreement sets forth several obligations the community commits to undertake that will maximize the likelihood of successful outcomes.

To successfully complete the RHRA program, Cresco, with direct guidance and engagement with CED, must complete the following elements which, in most cases, will proceed in the order stated below:

- A1. Formation of a *Housing Steering Committee* made up of at least seven to ten individuals. The composition of the Steering Committee is discussed more fully in **B** below.
- A2. Participation of two or more Housing Steering Committee representatives in an *orientation session*. This session will be held virtually one to two months after the grant award and will cover topics including:
 - ◇ Planning team composition
 - ◇ Public input survey contents and distribution (see A3 below).

- ◇ Tips for data gathering, and completing the community self-assessment (see A4 below)
 - ◇ Grant logistics (IEDA stuff. how to draw grant money down, etc).
 - ◇ Breakout sessions for individual communities to address community-specific details, schedules, and concerns, and to provide technical assistance (see **B** below).
- A3. Distribution and collection of a *public input survey* – distributed electronically and promoted through local websites and social media - to better understand public concerns and opportunities around housing issues and to assist in prioritizing action items.
- A4. The Housing Steering Committee will work with CED specialists to conduct a *community self-assessment*, consisting of a questionnaire/workbook that inventories plans, programs, funding sources, and other housing-relevant information, to help the community assess their housing needs. CED will assist the community in accessing and understanding the housing information on Cresco gathered from various sources, including the State's Housing Database.
- A5. Participate in one or more *educational workshops* where the housing committee, other interested city officials, and community members will learn about and discuss the broad range of options available to rural communities for expanding the availability, affordability and quality of local housing. This discussion will be designed around the information gathered in phase one and will highlight how the community's plans, ordinances, funding policies, and other current conditions support or inhibit the provision of various housing options. Once the committee has conducted the inventory and participated in the workshop, they will be ready to develop the basic elements of a local housing strategy.
- A6. One or more *action planning sessions* during which participants will develop housing-related short- and long-term goals and action plans for implementing those goals based on the work conducted during the first three phases. Key stakeholders, funding opportunities, specific action steps, timelines, and outcome measures will be included in the plan.
- A7. *Participation by community representatives in the ISUEO Rural Housing Readiness Assessment Annual Conference*, which is currently being held as a pre-summit session of the Iowa Rural Development Council Annual Summit in April. Participation in the Annual Conference prior to, or near to the start of the community's assessment process provides an opportunity for participants to learn successes and strategies from communities that have already participated in RHRA. Participation in the Annual Conference after the completion of the process provides the opportunity to share the community's successes and strategies with others. Participation may include providing updates about your housing projects, speaking or presenting as a community or part of a panel, or serving on the planning committee.

B. Additional Actions or Documents Needed

Cresco was required to submit a variety of documents to the IEDA Center for Rural Revitalization as part of its Rural Housing Assessment Grant application. CED specialists know from experience that communities may need greater attention to one or more of the following areas after the grant is awarded in order to maximize the benefits of the RHRA program and improve its chances of successful implementation. CED agrees to assist Cresco as necessary to:

- *Diversify the membership of the Housing Steering Committee.* Ideally the Housing Steering Committee should include a substantial mix of elected officials (city and county); city/county staff with housing, planning, or community development responsibilities; housing industry representatives such as realtors, bankers, developers and/or contractors; Chamber of Commerce, housing or community development corporation staff; nonprofit organizations with a housing mission; Council of Governments staff; Community Action Agency staff; churches or other organizations with outreach or household assistance programs; major private- and public-sector employers; and community representatives of immigrant populations, senior citizens, and potentially-impacted neighborhoods.
- *Collect other relevant plans, studies, resolutions, and ordinances not submitted during the grant application process.* which may include:
 - ◊ Previous housing studies or needs assessments from the last 10 years;
 - ◊ Downtown upper story inventory;
 - ◊ Vacant lot survey or data;
 - ◊ Comprehensive plan;
 - ◊ Current city ordinances related to housing such as zoning, subdivision, rental code, nuisance abatement and others;
 - ◊ Ordinances or resolutions enacting housing-related incentive programs such as rehabilitation grant or loan programs, down payment assistance programs, rental assistance programs, tax abatement, tax increment financing agreements, urban revitalization districts, and others.
- *Adopt an official city council/county board resolution* to establish both the authority to collaborate with CED on the RHRA and a commitment to support the work of the committee in achieving housing goals.

C. Final Report

Following completion of the educational workshops and strategic planning sessions, CED will compile a final report including all materials from all the sessions, the complete survey results, and additional resources and guidance based on the goals and action plans the community has selected as priorities within 45 days of the final action planning session.

D. Adherence to Agreed Upon Timeline

The Rural Housing Readiness Assessment program is a series of sequential events. Cresco agrees to work closely with the CED team to schedule and complete actions A1 through A6 above *within a six (6) month timeframe*, in order to provide Cresco with the requisite time to move forward on the action items identified in the final report and complete the requirements of the Rural Housing Assessment Grant.

E. Commitment to an Engaged Strategic Planning Product

The key to community support for housing is the broadest and most inclusive participation in planning efforts. To this end, Cresco commits to include under-represented communities, low-resource households, senior citizens, recent immigrants and minority populations in the Rural Readiness Assessment at all stages of the process.

F. RHRA Event Participation

In order to comply with federal reporting requirements of the United States Department of Agriculture, ISU Extension and Outreach must collect data on program participation. Cresco agrees to assist CED in collecting registration information, either through online registration or the use of a QR code at the beginning of workshop sessions.

G. RHRA Evaluation

Cresco agrees to assist in improving the RHRA program by providing information through workshop evaluation questionnaires, in-person and online surveys, telephone communication, and/or interviews with CED's program evaluator at select intervals during and after completion of this program.

H. Payment

CED's charge for providing the RHRA program is \$5,000. Payment of these funds is due to CED within 30 days of being invoiced. Should Cresco cancel for any reason during the program, except for extraordinary causes beyond the community's control, Cresco will be invoiced and responsible for payment to CED of the entire \$5,000. In the event that Cresco cancels prior to the start of the program, then Cresco shall incur no financial obligation.