

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION CONVERTING TRAFFIC TO ONE-WAY ON SECOND AVENUE  
EAST BETWEEN SECOND STREET EAST AND THIRD STREET EAST**

WHEREAS, the City of Cresco has received a request to restrict traffic to one-way flowing east from Second Street East to Third Street East; and

WHEREAS, Cresco law enforcement personnel concur with the request due to the high level of traffic due to the school and the church on this street; and

WHEREAS, Chapter 61 of the Cresco Code of Ordinances authorizes the City Council to provide for traffic control devices by resolution and Chapter 68 of the Cresco Code of Ordinances provides that traffic shall move only in the direction indicated on such signs when appropriate in accordance with Chapter 61 of the Cresco Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED that the traffic is restricted to one-way traffic on Second Avenue East for traffic to flow east only from Second Street East to Third Street East.

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

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Thereupon, the Mayor declared said Resolution duly passed.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

BY: \_\_\_\_\_  
Mark Bohle, Mayor

ATTEST: \_\_\_\_\_  
Michelle Girolamo, City Clerk

RESOLUTION NUMBER 101401

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO  
AN AGREEMENT WITH TERRACON CONSULTANTS, INC TO  
CONDUCT TANK CLOSURE SERVICES AT THE AIRPORT**

WHEREAS, the City of Cresco has one 500 gallon underground storage tank (UST) containing gasoline at the Ellen Church Field Airport owned by the City of Cresco; and

WHEREAS, the City of Cresco no longer needs this UST and would like to remove it in accordance with the regulations set out by the Iowa Department of Natural Resources; and

WHEREAS, the City of Cresco Airport Commission received three quotes from licensed tank removers to remove the tank and conduct all the sampling and reporting required; and

WHEREAS, pursuant to chapter 455G of the Iowa Code, Cunningham Lindsey US Inc. will provide reimbursement for UST closure to the City of Cresco for the amount of the lowest quote of \$7,678; and

WHEREAS, the Airport Commission recommends to the Council of the City of Cresco to accept the lowest quote from Terracon Consultants, Inc. for \$7,678 and enter into an Agreement with Terracon Consultants, Inc. to conduct tank closure services at the Ellen Church Field Airport.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized and directed to sign the written agreement with Terracon Consultants, Inc.

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

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Absent: \_\_\_\_\_

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

PASSED AND APPROVED THIS 6<sup>TH</sup> DAY OF OCTOBER, 2014.

BY: \_\_\_\_\_  
Mayor Mark Bohle

ATTEST: \_\_\_\_\_  
City Clerk Michelle Girolamo



Cunningham Lindsey U.S. Inc.

September 24, 2014

Michelle Girolamo  
City of Cresco  
130 N. Park Place  
Cresco, IA 52136

Re: UST Claim Site Location: Ellen Church Field Airport, 800 Airport Rd., Cresco  
UST Site Registration: 8811783

Dear UST Owner:

Pursuant to 2010 legislation an amendment to chapter 455G of the Iowa Code became effective July 1, 2010, which includes the provision relating to the reimbursement for underground storage tank closure.

We will approve the tank pull budget by Terracon for \$7,678.00. This budget approval is based upon the completion of the full scope of work. If less than the full scope of work is completed, we will approve reasonable costs.

We cannot confirm that you are eligible for reimbursement until the attached original claim form is returned. In order to process payment we will need:

1. The original completed claim form
2. The full tank closure report.
3. Invoices for the tank pull
4. If sub-contracted, copies of:
  - a. Excavator's invoice
  - b. Tank cleaning invoice
  - c. Concrete slurry invoice, if tanks closed in place.

Please call if you have any questions or need assistance.

Yours very truly,

Steve Reinders

Enclosure

cc: Iowa Department of Natural Resources (TC)  
Terracon, Cedar Falls



September 23, 2014

Mayor Mark Bohle  
City of Cresco  
130 North Park Place  
Cresco, Iowa 52136

Phone: (563) 547-3101  
Email: cityhall3@iowatelecom.net

Re: Proposal for Tank Closure  
Ellen Church Field Airport  
UST Registration No. 198811783  
800 Airport Road, Cresco, Iowa  
Terracon Proposal No. P1314342

Dear Mayor Bohle

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to conduct tank closure services at the above referenced site. Terracon has conducted thousands of environmental service projects across the country. In addition, Terracon has extensive experience performing geotechnical and construction testing services. For more detailed information on all of Terracon's services please visit our web site at [www.terracon.com](http://www.terracon.com). An outline of the project, Terracon's scope of services, including schedule and compensation are provided in the following sections.

## 1.0 PROJECT INFORMATION

According to the Iowa Department of Natural Resources (IDNR) database, the site has one remaining 500 gallon tank reportedly containing gasoline and two regulated tanks (one 1,500 and 2,000 gallon) were previously removed or filled. Based on available information, the remaining tank is located beneath concrete at the east end of the airport hangar. One dispenser is located within 10 feet of the tank.

This proposal presents the cost estimate of fees for underground storage tank (UST) closure activities. Terracon will coordinate with Morris Excavating (selected subcontractor) to schedule field personnel to be on site during the closure activities for sampling and oversight. We estimate that the project can be completed in one day, weather and site conditions permitting.

Sampling and reporting will be completed according to the Iowa Department of Natural Resources (IDNR) guidance document "Underground Storage Tank Closure Guidance" dated February 2014. The sampling and report will be handled by or under the management of a Certified Groundwater

Terracon Consultants Inc, 6612 Chancellor Drive, Cedar Falls, IA 50613  
P [319] 277-4016 F [319] 277-4320



## Tank Closure Proposal

Ellen Church Field Airport ■ Cresco, Iowa

September 17, 2014 ■ Terracon Proposal No. P13140309R



during the closure activities as required by the IDNR. Depending on personal availability, Terracon personnel may also be a licensed tank remover.

## 2.0 SCOPE OF SERVICES

### Base services provided by Terracon:

- A site specific Health and Safety Plan will be generated prior to starting field work and will be used by Terracon and subcontractor personnel while on site.
- Observe UST removal activities and collect field documentation necessary for report completion.
- Collect the required soil samples for documentation of site conditions utilizing excavation equipment. Based on the reported volume of the tank, one soil sample will be required from beneath the UST. The sample will be collected 1 to 3 feet into native soils. The tank volumes will be verified upon removal and will dictate the actual number of UST soil samples collected according to IDNR guidance. Please note the presence of a concrete pad beneath the USTs will alter the sample number and locations per IDNR guidance if the pad is left in place.
- Collect the required product piping soil samples for documentation of site conditions utilizing excavation and/or hand operated equipment. Terracon estimates that less than 10 linear feet of product piping is located onsite outside the extents of the tank basin. Soil samples will be collected from every 10 linear feet of product piping (1 total). The sample will be collected 1 to 2 feet into native soils. The product piping length and configuration will be verified upon removal and will dictate the actual number of piping soil samples collected according to IDNR guidance.
- Collect the required dispenser soil samples for documentation of site conditions utilizing excavation and/or hand operated equipment. One soil sample will be collected from beneath each dispenser (1 total). The soil sample will be collected 1 to 2 feet into native soils.
- A temporary monitoring well will be installed and sampled within 20 feet of the tank basin in the down gradient direction as required by IDNR guidance. The IDNR guidance indicates that larger sites and sites with large distances between USTs and dispensers and/or greater lengths of product piping may need more than one well to assess for the presence of a release especially considering groundwater flow direction. Additional well(s) would be at the discretion of the CGP based on the UST system configuration, field screening, and sample

**Tank Closure Proposal**

Ellen Church Field Airport ■ Cresco, Iowa  
September 17, 2014 ■ Terracon Proposal No. P13140309R



results. The actual well location(s) will be determined following field activities and receipt of sample results and be indicative of a release from the USTs, piping, and/or dispensers per the discretion of the CGP. Terracon assumes groundwater will be within 20 feet below ground surface and bedrock will not be encountered.

- Based on the reported contents of the tank, the soil and groundwater samples will be analyzed for benzene, toluene, ethylbenzene and xylenes (BTEX) by Iowa Method OA-1..
- A Tank Closure Report will be completed in standard IDNR format including documentation of field activities, sample results, maps, etc.

**3.0 COMPENSATION**

The Scope of Services outlined in this proposal will be performed as a lump sum not to exceed **\$7,678**. If, as a result of these services, additional work is required outside the scope of this proposal, you will be contacted, and upon request, proposed fees for additional work will be provided. Client authorization will be obtained prior to commencement of any additional work outside the scope of this proposal. Estimated project fees are summarized below:

<b>ESTIMATED PROJECT FEES</b>	
Field Services	\$2,508
Laboratory Services	\$300
Consulting Services	\$1,070*
Subcontractor Services	\$3,800
<b>ESTIMATED TOTAL</b>	<b>\$7,678</b>

\* Includes subcontractor administration fees (15%)

Additional sampling services not covered in this proposal will be handled on a unit pricing basis, if needed. Terracon will contact the client to advise and receive prior approval for additional sampling services. Additional soil analysis would be \$50.00/sample for OA-1 analysis and additional labor would be \$75/hour. Additional well installation would be \$750/well. The estimated fees above includes the disposal of one 55-gallon drum of liquids/solids/rinse, additional drums are \$600/drum or cost +25%.

The project fee summary is based on the scope of services outlined in this proposal. This proposal and fee estimate were prepared based on the following assumptions:

## Tank Closure Proposal

Ellen Church Field Airport ■ Cresco, Iowa

September 17, 2014 ■ Terracon Proposal No. P13140309R

The logo for Terracon, featuring the word "Terracon" in a bold, sans-serif font. The letter "T" is significantly larger and more prominent than the other letters.

- The client will provide to Terracon, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the scope of services.
- The client will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.).
- Unified Contracting Services, Inc. will be responsible for contacting Iowa One Call to have public utilities marked. Terracon will also contact Iowa One Call to cover the temporary well installation(s).
- Utilities on private land that are not located by public companies will be located by client. If it is determined that a private utility locator is necessary, Terracon can obtain the services of a subcontractor at a cost plus 15%. Client will be informed of the fee prior to engagement of the private utility locator.
- The Unified Contracting Services, Inc. bid includes UST cleaning, removal, and disposal services; backfilling the tank basin and piping and dispenser trenches with fill material; and placement of road stone to surface. Concrete replacement is not reimbursed by the State of Iowa Underground Storage Tank Fund for tank closures.
- Work can be performed during normal business hours (Monday through Friday, 7:00 am to 7:00 pm).
- Traffic control services are not required.
- The site is readily accessible by truck and drill rig.
- City of Cresco and Howard County permits are not required.

If any of these assumptions or conditions are not accurate or change during the project, the stated fee is subject to change. Please contact us immediately if you are aware of any inaccuracies in these assumptions and conditions, so we may revise the proposal or fee. In addition, additional site reconnaissance and file review may indicate that additions to the scope of work will be necessary. Additions to the scope of work as presented in this proposal will be handled under a separate change order.

## 4.0 AUTHORIZATION

This proposal may be accepted by executing both originals of the attached Agreement for Services (Agreement) and returning one copy to Terracon. Services will be initiated upon receipt of the written notice to proceed.

The terms, conditions and limitations stated in the Agreement, and sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 90 days from the proposal date.

**Tank Closure Proposal**

Ellen Church Field Airport ■ Cresco, Iowa  
September 23, 2014 ■ Terracon Proposal No. P13140342



performed for this project. This proposal is valid only if authorized within 90 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have questions or comments regarding this proposal, please contact Dave Cleary at (319) 277-4016 or via email at [dcclarey@terracon.com](mailto:dcclarey@terracon.com).

Sincerely,  
**Terracon Consultants, Inc.**

Dave C. Cleary, REM  
Environmental Department Manager

Jesse M. Nelson, CGP  
Environmental Project Manager

Attachment – Agreement for Services

Copies to: Addressee (2)  
Cunningham Lindsey

**Table 1: Services and Fees**  
**Terracon Proposal Number:** P13140309R  
**Site Name:** Ellen Church Field Airport  
**Address:** 800 Airport Road  
**City:** Cresco, IA  
**LUST Number:** NA  
**Registration Number:** 198811783

**RBCA Evaluation Fee's**

<u>Task</u>	<u>Cost per Unit</u>	<u>Unit Type</u>	<u>No. of Units</u>	<u>Total</u>
<b><u>Engineering Services</u></b>				
UST Closure Tank Cleaner and Excavating	\$ 3,200	CP	1.15	\$ 3,680
Disposal of one drum of product and rinse water	\$ 600	CP	1.15	\$ 690
Tank Closure Reporting	\$ 500	lump sum	1	\$ 500
			<b>Subtotal</b>	<b>\$ 4,870</b>
<b><u>Field Services and Engineering Services</u></b>				
Field personnel mobilization (Up to 50 miles)	\$ 250	/mobilization	1	\$ 250
Field support vehicle mileage (Over 50 miles)	\$ 0.64	/mile	60	\$ 38
Daily Equipment Charges (IP/Water Probe, PID, Survey, etc.)	\$ 100	/day	1	\$ 100
Field Geologist/Engineer/Scientist	\$ 75	/hour	10	\$ 750
Drill rig mobilization (Up to 50 miles)	\$ 500	/mobilization	1	\$ 500
Drill rig mileage (Over 50 miles)	\$ 1.99	/mile	60	\$ 119
Temporary monitoring well installation - 20' every additional foot after 20'	\$ 750	/well	1	\$ 750
	\$ 25	/foot		\$ -
			<b>Subtotal</b>	<b>\$ 2,508</b>
<b><u>Sample preparation and laboratory analysis:</u></b>				
Soil: OA-1 (BTEX)	\$ 50	/sample	3	\$ 150
Groundwater: OA-1 (BTEX)	\$ 50	/sample	1	\$ 50
Groundwater: QA/QC (trip, field and 10% duplicate blanks)	\$ 100	/sample	1	\$ 100
			<b>Subtotal</b>	<b>\$ 300</b>
<b>Total</b>				<b>\$ 7,678</b>

# MORRIS EXCAVATING CO., INC.

10566 Woodland Trail, Council Bluffs, Iowa 51503  
Phone: (712) 366-4262 Fax: (712) 366-4161

## FACSIMILE

DATE: September 17, 2014

PAGE: 1 of 1

TO: Terracon

ATT: Sid

REF: Cresco, IA.

Remove and dispose of (1) 500 gallon underground storage tank. Backfill with excavated material and estimated 8 tons of sand. Drum product and rinse for disposal by others. Price is based on empty non-leaking tank and does not include analytical, State reports/notifications, or compaction testing.

TOTAL PRICE.....\$3,200.00

### NOTE:

- 1) Disposal of rinse at \$600.00/drum or cost + 10%
- 2) Resurface with 6" concrete at \$5.25/sf.

Thank you.

MORRIS EXCAVATING CO., INC.

  
Steve Morris

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Ellen Church Field Airport ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Ellen Church Field Airport project ("Project"), as described in the Project Information section of Consultant's Proposal dated 9/17/2014 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$25,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**  
By: *Dave C. Cleary* Date: **9/23/2014**  
Name/Title: **Dave C. Cleary, REM / Environmental  
Department Manager**  
Address: **6612 Chancellor Dr. Suite 102  
Cedar Falls, IA 50613-5644**  
Phone: **(319) 277-4016** Fax: **(319) 277-4320**  
Email: **dcleary@terracon.com**

Client: **City of Cresco IA**  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: **Mark Bohle / Mayor**  
Address: **130 North Park Place  
Cresco, IA 52136**  
Phone: **(563) 547-3101** Fax: **(563) 547-4525**  
Email: \_\_\_\_\_

Reference Number: P13140342

**Mid Iowa Petroleum Services, Inc.**

907 Sunshine Drive  
 P.O. Box 906  
 Marshalltown, IA 50158-0906  
 (641) 752-7575 / Fax (641) 753-5447  
 E-mail: [mipsi@marshallnet.com](mailto:mipsi@marshallnet.com)

**Estimate**

ESTIMATE NO.
3401

DATE	SALESPERSON
9/20/2014	KTD

NAME / ADDRESS
Cresco Airport Clair Pecinovsky 12848 Well Road Cresco, Iowa 52136

PROJECT/JOB
UST Removal & Closure

LOCATION
Cresco, Iowa

ITEM	DESCRIPTION	QTY	TOTAL
TERMS/INSTALL	This Estimate Is Based On A Clean Site, Low Water Table And Stable Clay Type A Soils. No Work Or Costs Associated With Or Involving The Removal Or Disposal Of Any Kind Of Contaminated Soil and/or Water Is Included. Replacement Of Any Concrete That Was Deemed An Addition In Order To Remove Piping, Not Included. Any Seeding, Sodding Or Items Not Specifically Mentioned, Not Included.		
TERMS/SAMPLING	Sampling & Report Preparation To Be Completed In Accordance With IDNR Requirements. Actual Site Conditions Encountered Will Determine The Number Of Closure Samples To Be Taken. Site Owner Will Be Notified Initially Verbally On-Site For Approval If Number Of Samples Exceeds Proposal. This Proposal Does Not Include Completing Additional Services Like Contaminated Soil Over Excavation & Sampling.		
TERMS&CONDITIONS	Prices Quoted Are Subject To Applicable Taxes, Permits And/Or Freight. Prices Quoted Are For Acceptance Within 30 Days, Unless Otherwise Specified Are Subject To Change Without Notice After Said 30 Days.		
Thank You For The Opportunity To Quote This For You. If You Have Any Questions Please Call Me.		<b>Total</b>	<b>\$9,250.90</b>

Sincerely,

Kevin T. Dull  
 President  
 Mid Iowa Petroleum Services, Inc.

Approved By \_\_\_\_\_



**ROCHESTER PETROLEUM EQUIPMENT INC**  
**1205 SECOND AVE NW**  
**STEWARTVILLE, MN 55976-0000**  
**(507)533-9156**

Cust No: 4898

ESTIMATE NO. 12855 8/26/2014 1:50PM

Cust PO:

SOLD TO:

SHIP TO:

CRESKO IOWA AIRPORT  
 227 NORTH ELM

REMOVE 560 AVGAS TANK

CRESKO IA 52136

Phone: (563)547-4898

Product No.	Description	Quantity	Unit Price	Amount
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TANK REMOVAL

REMOVE 10000 GALLON FUEL OIL TANK

PPIA	PLANS AND PERMITS IOWA	1.00	150.00	150.00 T
CSAW	CONCRETE SAWING 4" DEEP BY THE FOOT	40.00	4.00	160.00 T
DI	DRY ICE (CO2) FOR TANK INERTING	15.00	1.61	24.19 T
NITROGEN	TANK NITROGEN- BLOW LINES OUT	1.00	39.90	39.90 T
SDIA	SLUDGE DISPOSAL IOWA	20.00	8.64	172.80 T
	BASED ON INFORMATION GIVEN TO ME- WILL BE BILLED ON ACTUAL AMOUNTS			
DOTDRUM	DOT DRUM 55 GAL	1.00	43.13	43.13 T
OILDY20	OIL DRY 20# BAG	1.00	6.69	6.69 T
TD	TANK DISPOSAL	1.00	75.00	75.00 T
PPIA	IOWA DRN NOTIFICATION/REMOVAL	1.00	200.00	200.00 T
4060I	ENVIRONMENTAL/ REPORT	1.00	3,666.67	3,666.67 N
	INCLUDES SOIL SAMPLES/ REPORT / GROUND WATER AND BORINGS REPORT			
4060I	EXCAVATION / BACKFILL	1.00	2,777.78	2,777.78 N
	NO CONCRETE OR ASPHALT REPLACEMENT- CLASS 5 TO GRADE			
VACTKHRMN	VACUUM TANK RENTAL/HR - MN	1.00	125.00	125.00 T
4060I	ELECTRICAL FOR DISCONNECT	1.00	125.00	125.00 N
BIDLIA	BID LABOR IOWA	30.00	72.00	2,160.00 T
4045I	MILEAGE - IOWA	130.00	1.25	162.50 N

THANK YOU!



**ROCHESTER PETROLEUM EQUIPMENT INC**

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**Cust No: 4898  
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CRESCO IOWA AIRPORT  
227 NORTH ELM**

**SHIP TO:  
REMOVE 560 AVGAS TANK**

**CRESCO IA 52136**

**Phone: (563)547-4898**

Product No.	Description	Quantity	Unit Price	Amount
			Subtotal	9,888.66
		IA	7.000 % Sales Tax	220.97
			<b>Total Estimate</b>	<b>10,109.63</b>

Prepared by: RVM

This quotation is good for 30 days and does not include any permit fees, sodding, blacktopping, electrical or concrete work, shoring, or excavating in adverse conditions such as rock, frost, underground table water, underground obstructions or contaminated soil unless so stated.

Notes:

REC'D BY: \_\_\_\_\_

THANK YOU!

RESOLUTION NUMBER 101402

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CITY ENERGY PROGRAM AGREEMENT  
WITH IOWA ECONOMIC DEVELOPMENT AUTHORITY**

WHEREAS, the City of Cresco submitted an application to the Iowa Economic Development Authority (IEDA) to participate in the City Energy Management Program; and

WHEREAS, the IEDA approved the City of Cresco's participation in the City Energy Management Program; and

WHEREAS, both the City of Cresco and the IEDA desire to establish a partnership through the City Energy Management Program in 2014.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized and directed to sign the City Energy Management Program Agreement with IEDA.

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 City Energy Management Program Agreement between the City of Cresco and IEDA is approved and that the Mayor is authorized to execute the contract on behalf of the City of Cresco.

PASSED AND APPROVED THIS 6<sup>TH</sup> DAY OF OCTOBER, 2014.

BY: \_\_\_\_\_  
Mayor Mark Bohle

ATTEST: \_\_\_\_\_  
City Clerk Michelle Girolamo

**City Energy Management Program Agreement**  
Agreement # 14-CEMP-005

This Agreement is between the Iowa Economic Development Authority and the City of Cresco for the purpose of participating in the City Energy Management Program in Cresco.

THIS AGREEMENT is entered into and executed by the Iowa Economic Development Authority herein referred to as the "IEDA", the City of Cresco hereinafter referred to as the "City".

WHEREAS, the City of Cresco submitted an application to the IEDA to participate in the City Energy Management Program; and

WHEREAS, the IEDA approved the City of Cresco's participation in the City Energy Management Program; and

WHEREAS, both the City of Cresco and the IEDA desire to establish a partnership through the City Energy Management Program in 2014;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the parties have agreed to do as follows:

**SECTION I. The City agrees to:**

1. Provide City staff to meet with the Regional Energy Managers (REMs) to determine the energy needs/goals for the City.
2. Work with the REMs to develop a City Energy Advisory Team (CEAT) that will include City staff. The City staff will draft a resolution establishing the CEAT and work to obtain passage of the resolution by the City council. The resolution shall contain a list of CEAT members and their terms of membership and a description of the roles and responsibilities of the CEAT members.
3. Upon passage of a resolution establishing the CEAT, submit one (1) copy of the City's resolution establishing the CEAT along with a signed copy of this Program Agreement.
4. Submit quarterly reports documenting progress on [www.iowagrants.gov](http://www.iowagrants.gov). The reports will document the progress of the CEAT on CEMP tasks.
5. Ensure the CEAT meets with the REMs, IEDA, and representatives of the City's electrical and gas utilities to discuss the energy goals of the City and the assistance utilities can provide to potentially increase the City's energy efficiency and its savings.
6. Provide City staff to assist the REMs by providing access to building and meter information that will be entered into B3 including utility bills (lighting, water, and wastewater) that will be used for verification that all meters are operational and correspond to the correct account.
7. Provide City staff to enter the utility bill information into B3 after the City is established in the system.
8. Ensure the CEAT assists the REMs with the identification of buildings that require an energy audit. The REMs will request a utility energy audit from the local utility provider.
9. Provide City staff to conduct a building walk-through with the REMs and assist in the review of the City's building operation and maintenance processes and procedures. City staff and the REMs will share any inefficiencies that are identified with the CEAT.

10. Coordinate with the CEAT and the REMs to update the City's building operations and maintenance processes and procedures.
11. Ensure the CEAT meets with the REMs to draft an Energy Action Plan (EAP). The EAP will be drafted based on the information collected from energy audits, analysis of B3 data, and recommendations from the utilities and will identify and recommend energy efficiency projects that will increase efficiency and energy cost savings for the City.
12. Review the draft EAP and provide comments to the CEAT and the REMs. The CEAT and REMs will work to obtain final approval of the EAP by drafting a resolution approving the EAP and submitting the resolution to a vote by the City council.
13. Ensure the CEAT identifies energy efficiency project(s) to be implemented based on benchmarking results, energy audits, and the EAP. The CEAT will recommend a project or projects to the city council.
14. Ensure the CEAT works with the REMs to obtain the necessary approval of spending or an appropriation of funds from the City council for the implementation of energy efficiency projects proposed in the EAP.
15. Provide input to the REMs during the development of bid materials, the selection process, and the implementation of the energy efficiency projects that are approved by the city council.
16. Ensure the CEAT and the REMs review bid results for the energy efficiency project(s) and submit recommendations to city council for final selection.
17. Ensure the CEAT identifies a person(s) in the community to be an "energy champion" who will help advocate for the City's continued work towards the targets and measures identified in the EAP.
18. Ensure the Energy Champion(s) present the finalized EAP to the City council and IEDA.
19. Work with IEDA and the REMs to determine savings from planned energy efficiency project(s) and the EAP to forecast what type of funding commitment the City may be able to make to help ensure the City's continued participation in the CEMP.
20. Ensure the CEAT works with the REMs provide a white paper to IEDA and the city council documenting the problems encountered, success stories, and goals.
21. If economically feasible, ensure the CEAT collaborates with the REMs to work to obtain the adoption of a resolution by the City council for the City's continued participation in the CEMP,.
22. Submit the resolution, if approved, and a letter of support, to the IEDA documenting the continued commitment of the City to participate in the CEMP.
23. Remain in compliance with the requirements of this program as outlined in this agreement. If the IEDA finds that the City is not in compliance with the requirements of this program, the REM will notify IEDA of non-compliance and of the probationary period in which the City must return to compliance. Continued non-compliance beyond the probationary period will result in termination of this agreement and loss of recognition as a participating community in the CEMP.

**SECTION II. The IEDA agrees to:**

1. Provide funding for and administration of REM technical services throughout the specified project period.
2. Conduct orientation training sessions with the City and the REMs detailing the overall intent of the CEMP, the type of energy services and assistance provided to participating cities by the REMs, and define the goals and objectives of energy management planning.
3. Provide education materials to the City on the topics of energy management, benchmarking, and the value of energy efficiency projects.
4. Participate in meetings with the REMs, representatives of the City's electrical and gas utilities, and the CEAT to discuss energy options that will increase energy efficiency and savings.
5. Identify available financing options and energy efficiency justification materials to assist the City in financing the implementation of energy efficiency projects. IEDA will propose financing tools if applicable.
6. Submit a white paper describing the financing options available for implementation of energy efficiency projects to the city council for their review.
7. Review the draft EAP and provide comments to the City and the REMs.
8. Attend a meeting where the Energy Champion(s) present(s) the finalized EAP to City staff.
9. Provide a cost-sharing contract template to be used for the City's continued participation in the CEMP and employment of the REM(s), if approved by the City council.
10. Assist the City in determining the savings from implemented energy efficiency project(s) and energy efficiency projects proposed in the EAP to forecast what type of funding commitment the City may be able to make for the City's continued participation in the CEMP which would include possible cost-sharing employment of the REM(s).
11. Submit draft cost-sharing contract to the City for review and comments.
12. Meet with the City to discuss their experience of the CEMP and seek a commitment to continue the EAP and participation in the CEMP.
13. Collect project information, including resolutions, commitment letters, white papers, etc. for the preparation of a final report on the CEMP pilot project.
14. Provide on-site technical assistance visits as requested.

**SECTION III. The PARTIES hereto otherwise agree as follows:**

1. The term of this agreement shall be from September 1, 2014 to January 31, 2016. It may be extended or revised by a written amendment signed by both parties.
2. This agreement shall be binding upon and shall inure to the benefit of the parties and their successors.
3. Not to discriminate against any employee or applicant for employment because of race, color, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin. The parties further agree to

take affirmative action to ensure that employees are treated without regard to their race, color, religion, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin during employment.

4. Either party may terminate this agreement without cause after 30 days written notice to the other party.
5. This document memorializes all elements of this agreement, and both incorporates and supersedes any previous agreements or negotiations, whether oral or written.
6. The IEDA is limited to furnishing its technical services to the City and thus nothing contained herein shall create any employer-employee relationship.

IN WITNESS WHEREOF, the parties have executed this agreement.

BY: \_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Date)

Cresco, Iowa  
\_\_\_\_\_  
(City)

BY: \_\_\_\_\_  
Tim Waddell, Division Coordinator  
Community Development Division  
Iowa Economic Development Authority

\_\_\_\_\_  
(Date)

The tenant moved in on 8/22/2012. Each month the tenant was late, but paid it before the account was subject to shut off. In May 2014, I posted the account as it met the criteria for being shut off. When the account was posted, we added a \$50 shut off fee. The tenant came in and paid \$50 and said was going to try to get assistance in paying the rest. I didn't get another payment. When I went to do shut off's in June, I reposted her and since she did not come in, I had the water department turn off her water. We applied her \$80 water deposit and the remaining bill was \$341.33. The tenant came in on 8/1/2014 and paid \$140.00. She also called and was to come in to pay on 9/29/2014 but has not been in. I have sent the tenant several reminders and even left her several voicemails.

On 7/11/2014, the landlord ok'd me to turn the water back on for a family member of the renter with the past due. I collected those deposits and the service was restored.

Policy has been that when the first bill goes out and on the 14<sup>th</sup> if it is not paid, I send a reminder notice to the person who has the name on the account. The second bill goes out and if that is not paid on the 15<sup>th</sup> I have the guys post the shut off's. I don't post if the account is under \$100 and if there has been an attempt to pay the bill (example is if they were to come in and pay \$50). On the 20<sup>th</sup> or so, if the bill has still not been paid or a payment plan set up on the account, the service is discontinued until they come in and pay with cash.

		SERVICE	AMOUNT DUE
LAST BILL	341.33	CAPITAL IMPROVE	4.00
PENALTY		GARBAGE	15.80
ADJUST		RECYCLING	4.38
PAYMENT	140.00	SEWER	56.16
AMT DUE	201.33	WATER	98.25
		YARD WASTE	3.50
		TAX	2.93
		PENALTY	16.31
		TOTAL	201.33

DATE	NEW CHARGE	PENALTY	PAYMENT	BALANCE
10/01/2014				201.33
09/01/2014				201.33
8/01/2014	67.81-		140.00-	201.33
7/11/2014	25.00	8.46		409.14
7/01/2014	59.58			375.68
6/16/2014	50.00			316.10
6/01/2014	78.37	7.85		266.10
5/15/2014	50.00		50.00-	179.88
5/01/2014	80.73	8.08		179.88
4/01/2014	82.78	8.29		91.07
3/01/2014	86.33	8.45	92.93-	
2/01/2014	89.22	8.93	100.00-	1.85-
1/01/2014	83.26	8.34	214.63-	
12/01/2013	111.84	11.19		123.03
11/01/2013	70.01	6.95	76.38-	
10/01/2013	54.01	5.41	60.00-	.58-
9/01/2013	65.52	6.56	72.81-	
7/31/2013	83.16	8.33	106.00-	.73
7/01/2013	116.13	11.39	110.00-	15.24
6/01/2013	88.83	8.89	100.00-	2.28-
5/01/2013	107.43	10.11	111.10-	
4/01/2013	85.05	8.51	100.00-	6.44-
3/01/2013	88.56	8.86	97.42-	
2/01/2013	101.61	10.17	111.78-	
1/01/2013	87.43	8.76	96.19-	
12/01/2012	77.11	7.72	84.83-	
11/01/2012	71.78	7.18	78.96-	
10/01/2012	76.56	7.66	84.22-	
10/01/2012				

→ Shut off  
 Service 6/20-6/24 and applied \$80 deposit  
 \$25 disconnect fee - charged  
 \$50 = shut off notice - charged  
 \$50 = shut off notice - charged & Paid



## *Fire causes damage at Wangler home*



SUBMITTED

**CRESKO** - During the early afternoon hours of Wednesday, September 17, firefighters responded to a fire at 521 North Elm Street, the home of Josh and Laura Wangler. The fire began on and was contained to the upstairs level. According to the Cresco Fire Department the fire was caused by a lamp that had been knocked over. Nobody was injured in the fire, and according to the residents the damage was not too severe, being limited to mostly smoke and water damage. Pictured (above) are Cresco firefighters gathered at the house attempting to deal with the fire. From left to right they are Assistant Chief Chuck Reicks, Fire Chief Neal Stapelkamp, and firefighter Jamie Herold.