

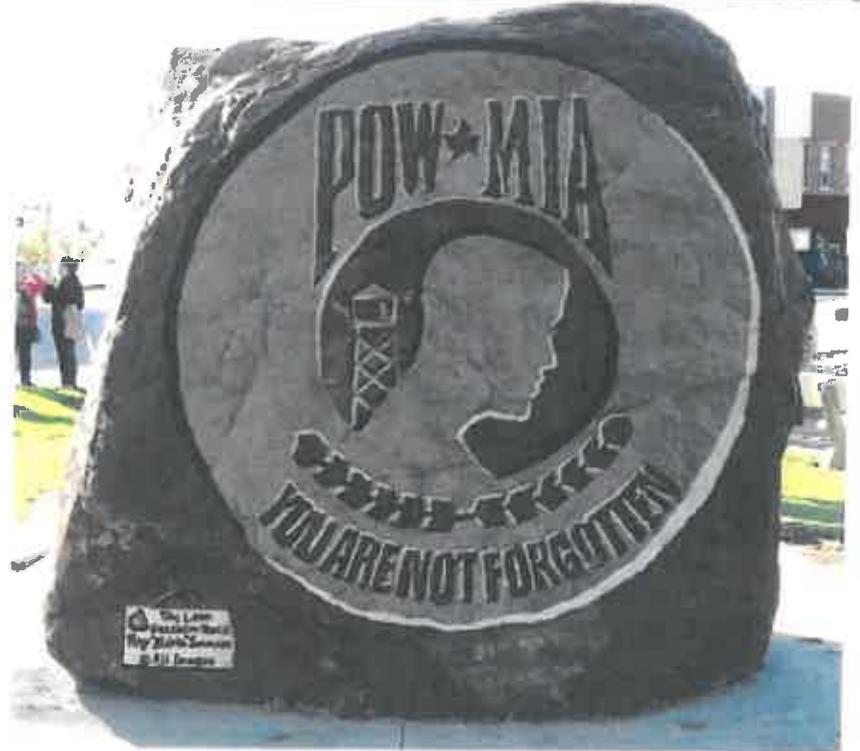


Freedom Rock

www.thefreedomrock.com



2013 Freedom Rock*
Artist: Ray "Bubba" Sorensen II



Freedom Rock
www.thefreedomrock.com
Ray "Bubba" Sorenson II

FREEDOM ROCK
Emails from City Clerks via Clerknet October 2015

If your City received the Freedom Rock for your County can you tell me how involved your City was in the planning? Who sent in the \$1000 down payment with the application? Did any of your Cities donate to the project out of your property taxes. All answers will be GREATLY appreciated.

Kimberly Nelson
City of Emerson | Pop. 438

Our VFW has handled all of the details, but the City did donate the \$1,000 down payment that was required with the application.

Lisa Williamson
City of Creston (7834)

We are running our Freedom Rock expenses through parks and local option sales tax accounts as it has been placed in our central park.

Barbra Maasdam, ICMC
City of Sully (Pop. 821)

Our city also sent in the first \$1,000.00 for the down payment. We were able to use gaming grant funds that we receive from a casino in our county. We didn't use tax payer funds. The legion and legion auxiliary have formed a freedom rock committee with community members and 1 council member on the board. They have just started doing the fund raising for the project that is to be painted in 2018.

Margaret Tatman
City of Ruthven (pop 737)

No, the City of Whittemore paid for NOTHING with regards to the installation of the Kossuth County Freedom Rock. Our American Legion, Post #425, has 100% of the responsibility for installing and maintaining the Freedom Rock and the property around it (which is owned by the Legion).

We love our Freedom Rock and the tourists that it brings to the community. Good luck to all the other towns who are privileged enough to be able to host it!!

Linda K. Farrell
CITY OF WHITTEMORE (pop 504)

A private citizen sent in the \$1000 down payment for Blockton. She recruited several citizens to form a committee. They eventually asked if all funds could run through the city, for grant purposes and so donations would be tax deductible – and the Council and I agreed to do this for them – some bookkeeping/paper work for me but not bad. Our rock was painted about a year ago. No city taxpayer funds were used, but the county board of supervisors contributed \$1000.

Debbie Marcum, City Clerk
Blockton (pop 192)

We just made a reservation for a Freedom Rock (I think we will get it in 2020) and are still deciding on where it should go, does it need benches, a roof, lights, etc. So I would be interested to hear any advice in that regard. Thanks!

Jennifer K. Cowsert
City of Elkader (pop 1,273)

For those of you that are the host of the Freedom Rock in your City, have any of you had trouble with people driving across your grass up to the Memorial instead of parking and walking up to it? How did you handle this? I am thinking sign and a barrier of some sort?

Kimberly Nelson
City of Emerson | Pop. 438

We did landscaping around the rock. It was suggested that we put evergreen “bushes” that only grow a few inches tall to help keep people from physically touching the rock as they won’t walk through them after the plants mature. We also put a brick path up to it and around it with columns on either side of the path and benches around it. We do light it. We also have flag poles (also lit). We built a kiosk that tells about the rock and will eventually serve as the trail system map also. A LOT of the landscaping labor was donated. Most of the materials were sold to us at cost. The rock itself was donated also from a neighboring community, but it cost us about \$3000 to get the crane and heavy duty semis to get it here (the rock is 9’ tall). All together the cash spent is nearly \$20,000. However, the community response was amazing—not only from our community, but from other legions and VFWs in the county. None of this money came from the City. We had a small but mighty committee that handled it all. And it has paid off. There are people stopping there all the time. Good luck! I’d highly recommend it!

Dawn Rohe
City of Manning (pop 1,500)

Cresco3 Budget Fund Balances Dept. Analysis

(enter cents for revenues and exp)

FUND	ACTUAL YR END-14	ACTUAL REV-15	ACTUAL EXP-15	ACTUAL YR END-15	BUDGET REV-16	BUDGET EXP-16	BUDGET PROJECTED YR END-16	BUDGET REV-17	BUDGET EXP-17	BUDGET PROJECTED YR END-17	REVENUE (DEFICIT)-15	REVENUE (DEFICIT)-16	REVENUE (DEFICIT)-17
001	1,101,971	2,372,918	2,205,541	1,269,348	2,820,039	2,777,151	1,312,236	2,830,870	2,806,218	1,336,888	167,377	42,688	24,652
002	15,068	22,645	18,218	19,495	19,000	19,000	19,495	20,000	20,000	19,495	4,427	0	0
022	537,944	421,190	307,950	651,184	333,400	479,000	505,584	395,900	342,850	558,634	113,241	(145,600)	53,050
075	11,849	19,950	10,222	21,577	2,000	2,000	21,577	2,000	2,000	21,577	9,728	0	0
088	52	9,202	8,697	557	10,600	10,600	557	10,600	10,600	557	505	0	0
081	75,386	3,400	14,427	64,359	9,000	16,900	56,459	8,800	16,900	48,359	(11,027)	(7,900)	(8,100)
087	10,804	4,012	91	14,910	4,000	500	18,225	4,000	500	21,725	3,921	3,500	3,500
090	20,105	19	5,214	14,910	0	2,000	12,910	0	0	12,910	(5,186)	(2,000)	0
091	156,778	11,447	115,842	52,382	700	5,000	48,082	700	0	48,782	(104,395)	(4,300)	700
093	8,979	8,527	10,342	7,164	13,000	13,000	7,164	13,000	13,000	7,164	(1,815)	0	0
097	0	0	0	0	0	0	0	0	0	0	0	0	0
098	18,446	76,963	66,606	28,803	77,350	77,350	28,803	77,350	77,350	28,803	10,357	0	0
309	(0)	0	0	(0)	0	0	(0)	0	0	(0)	187,123	0	73,802
110	644,242	402,204	365,478	380,968	450,000	447,150	883,818	500,000	493,100	590,718	36,726	2,850	6,900
112	521,524	493,268	470,674	544,118	528,075	528,075	544,118	498,800	498,800	544,118	22,594	0	0
119	(0)	28,950	28,950	(0)	29,000	29,000	(0)	29,200	29,200	(0)	0	0	0
121	0	460,893	460,893	0	370,000	370,000	(0)	415,000	415,000	0	0	0	0
160	43,430	37,996	37	81,369	34,819	10,200	106,008	29,548	10,200	125,356	37,959	24,619	19,348
177	0	1,229	1,114	115	0	0	115	0	0	115	115	0	0
182	0	0	0	0	0	0	0	0	0	0	0	0	0
183	70,676	22,314	46,102	46,888	15,000	20,000	41,888	19,000	19,000	41,888	(23,786)	(5,000)	0
184	9,340	78	2,720	6,898	500	4,000	3,198	500	3,500	198	(2,641)	(3,500)	(3,000)
185	17,026	2,289	5,082	14,233	10,000	10,000	14,233	10,000	10,000	14,233	(2,793)	0	0
188	221,886	30,046	0	251,932	91,200	87,000	256,132	3,100	3,000	256,232	30,046	4,200	100
189	42,887	42	2,740	40,188	100	14,585	25,703	40	15,886	9,857	(2,699)	(14,485)	8,684
127	0	0	0	0	0	0	0	0	0	0	0	0	0
200	235,316	400,201	596,538	38,979	625,890	625,890	38,979	544,100	544,100	38,979	(196,337)	(196,337)	0
306	0	0	0	0	0	0	0	0	0	0	0	0	0
315	0	0	0	0	0	0	0	0	0	0	0	0	0
316	0	0	0	0	0	0	0	0	0	0	0	0	0
317	0	0	0	0	0	0	0	0	0	0	0	0	0
318	0	0	0	0	0	0	0	0	0	0	0	0	0
319	22,601	2,978,754	2,189,200	812,155	40,000	510,000	342,155	36,100	0	378,255	789,954	(470,000)	36,100
320	0	500	76	424	100,000	50,000	50,424	118,200	102,400	68,294	424	50,000	15,800
600	278,960	508,976	422,044	365,792	538,900	466,650	438,042	544,200	542,600	439,642	86,832	72,250	1,600
601	54,156	11,416	35,946	29,626	12,100	12,000	29,726	12,000	12,000	29,726	(24,530)	100	0
602	122,303	78,279	18,547	182,036	50,100	55,950	176,186	138,200	178,050	136,336	59,732	(5,850)	(38,850)
610	684,335	767,311	614,200	837,446	794,200	792,100	839,546	790,600	856,800	773,346	153,111	2,100	(66,200)
612	2,429	478,000	475,665	4,764	565,000	561,200	8,564	565,000	556,700	14,864	2,335	3,800	6,300
613	241,905	55,273	8,482	288,695	145,200	186,600	247,295	208,200	208,100	247,395	46,791	(41,400)	100
614	101,355	70,327	70,185	101,487	71,200	71,100	101,597	72,900	72,900	101,597	142	100	0
615	175,790	10,183	0	185,973	10,100	0	196,073	10,100	0	206,173	10,163	10,100	10,100
620	291,708	46,072	52,886	284,884	57,150	285,850	86,194	56,950	48,800	94,344	(6,814)	(198,700)	8,150
670	99,941	38,566	18,963	119,544	39,100	37,350	121,294	38,600	42,700	117,194	19,603	1,750	(4,100)
320	63,711	96,567	19,300	90,978	0	0	80,978	0	0	80,978	17,287	0	0
Grand Total	5,902,902	9,908,907	8,668,971	7,143,838	7,866,723	8,547,201	6,463,360	8,003,558	7,954,254	6,512,664	1,240,936	(680,478)	49,304
	5,902,902			7,143,838			6,463,360			6,512,664	1,240,936	(680,478)	49,304
													49,304

ISF Not Budgeted



1412 6th Street SW
P.O. Box 1467
Mason City, IA 50402-1467
Phone: 641-423-8271

PROFESSIONAL SERVICES AGREEMENT

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

WHEREAS, the Client has a need for certain professional services relating to the project described as:

WASTEWATER TREATMENT FACILITY STREAM STUDY
and,

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:

1. Perform stream study per Iowa Department of Natural Resources (IDNR) Guidelines for the Waste Water Treatment Facility effluent discharge, which will include the following:
 - Field verify the mixing zone location and any potential length restrictions.
 - Measure the stream flow at the beginning of the mixing zone, including the wastewater flow from the treatment facility outfall.
 - Add dye to the wastewater discharge.
 - Measure the percent width of the stream mixed with dye at downstream intervals for a maximum of 2,000 feet or until the dye is completely mixed across the entire stream cross-section.
 - Locate a stream cross-section at a downstream distance equal to 10% of the mixing zone length as determined in previous item. Determine the stream flow mixed with dye at this location by making depth and velocity measurements across the stream cross-section. Determine the wastewater flow and the upstream stream flow.
 - Based on the field measurements, calculate the proposed mixing zone length and zone of initial dilution.
2. Submit calculations and results of stream study to the IDNR in order to request a revision of effluent limits based on actual stream conditions.



1412 6th Street SW
P.O. Box 1467
Mason City, IA 50402-1467
Phone: 641-423-8271

Basis of Compensation

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

Billed hourly with an estimated fee of \$4,000 including expenses. Expenses will be billed at actual cost and mileage at a rate of \$0.54 per mile.

Executed this _____ day of _____, 2016.

City of Cresco, Iowa



By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: William K. Angerman, P.E.
Title: Executive Vice President

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