

2905 South Broadway
Rochester, MN 55904-5515
Phone: 507.288.3923
Fax: 507.288.2675
Email: rochester@whks.com
Website: www.whks.com



December 3, 2015

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

RE: Cresco, IA
3rd Street West (Granger Road) Reconstruction
Pay Request #6 - Final

Dear Michelle:

Enclosed is Pay Request No. 6 – Final for work on the above referenced project. We recommend that the City Council accept the project and authorize payment in the amount of \$136,802.60 to:

Skyline Construction, Inc.
PO Box 127
Decorah, IA 52101

Please note that the City is required to wait 30 days after project acceptance before making the final payment. Acceptance by the City Council will initiate the start of the two-year maintenance bond, as specified in the contract documents.

Please contact me if you have any questions.

Sincerely,

WHKS & co.

A handwritten signature in black ink, appearing to read 'D. D. Sikkink', is written over a light blue horizontal line.

Daren D. Sikkink

DDS/dds:7817.01

cc: Rod Freidhof, City of Cresco w/ enclosures
Jesse Delaney, Skyline Construction w/ enclosures
Bill Angerman, Jim Loehr, WHKS (file)

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



**FINAL PAYMENT ESTIMATE
 FOR CONSTRUCTION WORK COMPLETED**

Project: 3rd Street West (Granger Road) Reconstruction
 Project No.: 7817
 Location: Cresco, IA
 Contractor: Skyline Construction

Bid Price: \$2,455,556.86
 Date: Nov. 16, 2015
 Final Estimate #: 6
 % Complete: 98%

Item No.		Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
1	Mobilization	1	Lump Sum	\$100,000.00	1		1	\$100,000.00
2	Remove HMA Street Pavement (P)	19638	S.Y.	\$3.50	19,672		19,672	\$68,852.00
3	Remove HMA Driveway Pavement	160	S.Y.	\$5.00	171		171	\$855.00
4	Remove Concrete Street Pavement	1000	S.Y.	\$12.50	1,284		1,284	\$16,050.00
5	Remove Concrete Driveway Pavement	658	S.Y.	\$10.00	688		688	\$6,880.00
6	Remove Concrete Walk	3100	SF	\$4.00	4,081		4,081	\$16,324.00
7	Remove Curb & Gutter	7941	L.F.	\$3.00	7,941		7,941	\$23,823.00
8	Remove Storm Sewer	1153	L.F.	\$11.00	1,153		1,153	\$12,683.00
9	Remove CMP Culvert	600	L.F.	\$5.00	600		600	\$3,000.00
10	Remove Watermain	896	L.F.	\$11.00	923		923	\$10,153.00
11	Remove Structure (Storm / Sanitary)	25	Each	\$600.00	27		27	\$16,200.00
12	Remove Gate Valve & Box	29	Each	\$300.00	28		28	\$8,400.00
13	Remove Gate Valve Box	7	Each	\$100.00	5		5	\$500.00
14	Remove Hydrant	7	Each	\$500.00	7		7	\$3,500.00
15	Remove Altitude Valve Vault	1	Each	\$500.00	1		1	\$500.00
16	Class 10 Excavation (P)	6590	C.Y.	\$10.50	6,590		6,590	\$69,195.00
17	Class 12 Excavation	250	C.Y.	\$66.66	103		103	\$6,865.98
18	Granular Subbase (CV) - Class A	3530	C.Y.	\$33.30	3,530		3,530	\$117,549.00
19	Granular Shouldering (CV) - Class A	218	C.Y.	\$33.00	110		110	\$3,630.00
20	Granular Surfacing (CV) - Class A for Driveways	61	C.Y.	\$30.00	61		61	\$1,830.00
21	Topsoil Borrow (LV)	2040	C.Y.	\$22.00	1,999		1,999	\$43,978.00
22	Granular Borrow (RAP) - Soil Correction	500	C.Y.	\$33.30	500		500	\$16,650.00
23	12" Concrete Street Pavement with Integral Curb	205	S.Y.	\$100.00	205		205	\$20,500.00
24	7" Concrete Street Pavement with Integral Curb	16180	S.Y.	\$42.52	16,375		16,375	\$696,265.00
25	7" Concrete Street Pavement	3710	S.Y.	\$46.06	3,710		3,710	\$170,882.60
26	4" Concrete Sidewalk	3380	S.F.	\$5.55	3,624		3,624	\$20,113.20
27	6" Concrete Sidewalk	1865	S.F.	\$10.00	1,865		1,865	\$18,650.00
28	6" Concrete Driveway Pavement	1600	S.Y.	\$45.45	1,600		1,600	\$72,720.00
29	4" HMA Pavement	143	S.Y.	\$38.75	176.2	30	206.20	\$7,990.25
30	F&I 8" PVC Sanitary Sewer	1217	L.F.	\$52.95	1,218		1,218	\$64,493.10
31	F&I 8" PVC Sanitary Sewer Pressure pipe	20	L.F.	\$60.00	0		0	\$0.00
32	F&I Sanitary Manhole	4	Each	\$4,500.00	4		4	\$18,000.00
33	Reconnect Sanitary Sewer Service with Riser	10	Each	\$300.00	10		10	\$3,000.00
34	Reconnect Sanitary Sewer Service	16	Each	\$300.00	5		5	\$1,500.00
35	F&I 10" DIP Watermain - NBR	215	L.F.	\$70.00	238		238	\$16,660.00
36	F&I 8" DIP Watermain - NBR	87	L.F.	\$50.50	95		95	\$4,797.50
37	F&I 6" DIP Watermain - NBR	24	L.F.	\$49.99	24		24	\$1,199.76
38	F&I 10" Watermain	1369	L.F.	\$50.05	1,346		1,346	\$67,367.30
39	F&I 8" Watermain	2732	L.F.	\$49.99	2,710		2,710	\$135,472.90
40	F&I 6" Watermain	85	L.F.	\$100.00	85		85	\$8,500.00
41	F&I 4" Watermain	50	L.F.	\$50.00	0		0	\$0.00
42	F&I 10" Gate Valve & Box	7	Each	\$2,000.00	6		6	\$12,000.00
43	F&I 8" Gate Valve & Box	24	Each	\$1,300.00	22		22	\$28,600.00
44	F&I 6" Gate Valve & Box	11	Each	\$900.00	10	1	11	\$9,900.00
45	F&I 4" Gate Valve & Box	1	Each	\$779.79	0		0	\$0.00
46	F&I 6" Hydrant	11	Each	\$5,000.00	10	1	11	\$55,000.00
47	F&I 10"x10" Tee	3	Each	\$400.00	3		3	\$1,200.00
48	F&I 10"x8" Tee	4	Each	\$400.00	4		4	\$1,600.00
49	F&I 10"x6" Tee	3	Each	\$400.00	3		3	\$1,200.00
50	F&I 10"x8" Cross	2	Each	\$400.00	2		2	\$800.00
51	F&I 10"x8" Reducer	1	Each	\$200.00	1		1	\$200.00
52	F&I 10"x6" Reducer	1	Each	\$200.00	1		1	\$200.00
53	F&I 10" 22 1/2 Degree Bend	1	Each	\$200.00	0		0	\$0.00
54	F&I 10" 11 1/4 Degree Bend	1	Each	\$250.00	0		0	\$0.00
55	F&I 8"x8" Cross	2	Each	\$350.00	2		2	\$700.00

2808 South Broadway
 Rochester, MN 55904
 Phone 507-288-3525



**PARTIAL PAYMENT ESTIMATE
 FOR CONSTRUCTION WORK COMPLETED**

Project: 3rd Street West (Granger Road) Reconstruction
 Project No.: 7817
 Location: Crookston, MN
 Contractor: Skyline Construction

Bid Price: \$2,455,556.68
 Date: Nov. 18, 2015
 Estimate #: 8
 % Complete: 98%

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimate	Quantity Completed This Estimate	Quantity Completed to Date	Total
55	F&I 8"x8" Tee	5	Each	\$275.00	4		4	\$1,100.00
57	F&I 8"x8" Tee	8	Each	\$265.00	8		8	\$2,120.00
58	F&I 8"x8" Reducer	2	Each	\$210.00	2		2	\$420.00
59	F&I 8"x6" Reducer	11	Each	\$210.00	11		11	\$2,310.00
60	F&I 8" 90 Degree Bend	2	Each	\$210.00	1		1	\$210.00
61	F&I 8" 45 Degree Bend	2	Each	\$210.00	2		2	\$420.00
62	F&I 8" 1 1/4 Degree Bend	6	Each	\$360.00	7		7	\$2,520.00
63	Water Service Reconnect 3/4"	80	Each	\$265.00	39		39	\$10,335.00
64	Water Service Reconnect 3/4"	4	Each	\$600.00	7		7	\$4,200.00
65	Water Service Reconnect 1"	1	Each	\$800.00	0		0	\$0.00
66	Water Service Reconnect 1"	1	Each	\$800.00	2		2	\$1,600.00
67	Structure Single Gate Inflow	37	Each	\$4,000.00	37		37	\$1,480,000.00
68	Storm Manhole (48")	8	Each	\$4,000.00	10		8	\$32,000.00
69	Storm Manhole (60")	2	Each	\$6,000.00	2		2	\$12,000.00
70	F&I 18" RCP Storm Sewer	572	L.F.	\$48.85	572		572	\$27,942.20
71	F&I 18" RCP Storm Sewer	287	L.F.	\$48.12	320		320	\$15,410.40
72	F&I 12" RCP Storm Sewer	891	L.F.	\$47.83	891		891	\$42,614.53
73	F&I 12" RCP Storm Sewer Apron	2	Each	\$2,000.00	2		2	\$4,000.00
74	F&I 12" RCP Storm Sewer Apron	1	Each	\$1,300.00	1		1	\$1,300.00
75	F&I 8" PVC Cleanout	1	Each	\$760.00	1		1	\$760.00
76	F&I 8" Cleanout	600	L.F.	\$10.00	120		120	\$1,200.00
77	Service Sanitary Sewer	1217	L.F.	\$2.33	0	1,217	1,217	\$2,835.61
78	F&I 18" CMP Culvert	600	L.F.	\$28.00	146		146	\$4,088.00
79	F&I 18" CMP Apron	8	Each	\$275.00	2		2	\$550.00
80	F&I 4" Polystyrene Insulation	640	S.F.	\$6.00	512		512	\$3,072.00
81	Seeding	3	Acres	\$1,500.00	3		3	\$4,500.00
82	Temporary Seeding	3	Acres	\$1,000.00	3		3	\$3,000.00
83	Traffic Control	1	Large Sum	\$15,000.00	1		1	\$15,000.00
84	Temporary Water System	1	Large Sum	\$15,000.00	1		1	\$15,000.00
85	Quality Assurance Testing	1	Large Sum	\$10,000.00	0.8278		0.8278	\$8,278.00
86	Inspected Vehicle Exit	8	Each	\$500.00	8		8	\$4,000.00
87	Iron Plate	60	Each	\$100.00	1		1	\$100.00
88	Clitch Check, Type 2	12	Each	\$300.00	7		7	\$2,100.00
89	Connect to Existing Storm Sewer	5	Each	\$1,000.00	12		12	\$12,000.00
90	Aggregate for Pipe Foundation	100	CY	\$40.00	100		100	\$4,000.00
91	Remove and Furnish and Install Loop Detectors	4	Each	\$1,250.00	4		4	\$5,000.00
92	Dust Control	15	Each	\$2,000.00	3		3	\$6,000.00
93	Explosive Extension	20	Hours	\$120.00	20		20	\$2,400.00
Items Without Quantities								
94	Remove HDPE Culvert	10	L.F.	\$6.00	20		20	\$120.00
95	18" CMP Culvert	50	L.F.	\$23.00	80		80	\$1,840.00
96	18" CMP Apron	1	Each	\$246.00	1		1	\$246.00
97	12" CMP Culvert	40	L.F.	\$23.00	40		40	\$920.00
98	12" CMP Apron	1	Each	\$226.00	1		1	\$226.00
99	F&I 2 1/2" Hydrant Extension	1	Each	\$1,500.00		1	1	\$1,500.00
100	F&I 4" 22.5 Degree Bend	1	Each	\$210.00		1	1	\$210.00
101	F&I 12"x10" Reducer	1	Each	\$250.00		1	1	\$250.00
102	F&I 10" 90 Degree Bend	1	Each	\$250.00		1	1	\$250.00
103	Construct 4" Sanitary Sewer Service	2	Each	\$500.00		2	2	\$1,000.00
104	4" PVC Sanitary Sewer Service (Pipe Replacement)	84	L.F.	\$20.00		84	84	\$1,680.00
105	8" Sanitary Sewer Service	10	L.F.	\$20.00		10	10	\$200.00
106	Block Retaining Wall	60	S.F.	\$19.88		60	60	\$1,192.80

Total Work Completed \$2,418,242.42

Less Previous Payments (\$2,233,436.63)

Less Change Order #1 (\$46,000.00)

Net Payment Due Estimate **\$138,805.80**

Agreed to by:

Contractor Skyline

Title

12-9-15

Date

By making parks and trails tobacco-free, you are promoting a healthy lifestyle for your community.

Nicotine is found in all tobacco products and is highly toxic. If a child or animal ingested tobacco products, it could be fatal.

Secondhand Smoke Is Harmful

- The Surgeon General's report concludes that there is NO safe level of secondhand smoke exposure.
- Exposure to secondhand smoke has immediate health consequences on the cardiovascular and respiratory systems.

Cigarette Litter Causes Problems

- Litter is not only unsightly; clean-up is time-consuming and costly to taxpayers.
- Cigarette butts are not biodegradable.
- Littered cigarette butts can start fires. Nationally, costs of fires caused by careless smoking total about \$6 billion.

Tobacco-Free Policies Promote Healthy Communities

- When children or youth see adults using tobacco in family-friendly places, such as parks and recreation areas, they see the behavior as acceptable.
- The most effective approach to reducing secondhand smoke exposure at the community level is establishing tobacco-free environments.



Helping Services Can Provide Resources

- Sample policies and assistance with creating a policy unique to your community
- *Free* tobacco-free park signage for all city parks and trails (pictured left)
- Promotion of the policy change through media and awareness campaigns

Tobacco Prevention Coordinator
Helping Services for Northeast Iowa
563-387-1720 | prevention@helpingservices.org



We work to end domestic violence and child abuse; build healthy families, friendships, and relationships; and empower people to stop the future misuse and illegal use of alcohol, tobacco, and other drugs.

Helping Services | Northeast Iowa Tobacco-Free Parks & Trails

By making parks and trails tobacco-free, you are promoting a healthy lifestyle for your community.

Allamakee County

- Postville: 100% tobacco free parks & trails policy (exclusion of the campground)

Delaware County

- Delhi: 100% tobacco-free parks and trails policy
- Edgewood: 100% tobacco-free parks and trails policy
- Hopkinton: 100% tobacco-free parks and trails policy
- Manchester: 100% tobacco-free Aquatic Center, Sports Complex (Beckman Sports Complex), and Siebert Park Memorial Hall

Fayette County

- Wadena: 100% tobacco-free parks and trails policy

Howard County

- Riceville: 100% tobacco free parks and trails policy

Winneshiek County

- Calmar: 100% tobacco-free trails policy
- Decorah: 100% tobacco-free parks and trails policy (exclusion of the camping and fishing areas)
- **Winneshiek County**: 100% tobacco free parks & trails policy (exclusion of the camping and fishing areas)

Other Examples

- Adel: 100% tobacco-free parks and trails policy (exclusion of the campgrounds)
- Ames: Tobacco-free Sports Complex (Hunziker Youth Sports Complex)
- Ringgold County: 100% tobacco-free parks policy adopted county-wide
- Van Buren County: 100% tobacco-free parks policy during youth sponsored activities
- Van Meter: 100% tobacco-free parks and trails policy

Tobacco Prevention Coordinator
Helping Services for Northeast Iowa
563-387-1720 | prevention@helpingservices.org
PO Box 372, Decorah, IA 52101

Sample
Parks + Trails

A RESOLUTION ESTABLISHING A TOBACCO-FREE PARKS AND TRAILS POLICY FOR THE CITY OF XXX, IOWA

WHEREAS, Section 142D.3 of the Code of Iowa (the Smokefree Air Act) prohibits smoking in public places, including the following out-door areas: (a) the seating areas of outdoor sports arenas and (b) the grounds of any public buildings owned or under the control of a city; and

WHEREAS, Section 142D.4 of the Code of Iowa establishes certain areas where smoking is not regulated, such as outdoor areas that are places of employment, except where smoking is prohibited by Section 142D.3; and

WHEREAS, Section 142D.5 of the Code of Iowa permits anyone having custody or control of an area otherwise exempt from the smoking prohibitions to declare the entire area as a tobacco-free place; and

WHEREAS, the City of XXX, Iowa, maintains public parks and trails for the use and enjoyment of its citizens, their families and people who visit our community; and

WHEREAS, the use of tobacco products in the presence of and in proximity to those utilizing the parks and trails, particularly the children using the parks and trails, serves to diminish the enjoyment derived from the use of our public parks and trails; and

WHEREAS, the use of tobacco products in public parks and trails presents various health risks to persons using the parks and trails, including the dangers of secondary smoke and the discarded material which can be handled and ingested by children; and

WHEREAS, cigarettes, once consumed in public spaces, are often discarded on the ground requiring additional maintenance expenses, diminish the beauty of the City of XXX parks and recreational facilities, and pose a risk to toddlers due to ingestions; and

WHEREAS, a tobacco-free parks and trails policy will complement the current city smoke-free policy in City owned buildings and the XXX Community School District tobacco-free building and grounds policy and will eliminate any confusion; and

WHEREAS, for the purpose of this Policy tobacco is defined as any smoking or spit tobacco product, including any lit or unlit cigarette, cigar, blunt, bidi, clove cigarette, e-cigarette, pipe, chewing tobacco, dissolvable tobacco, dip, snuff or snus. This includes any other product or item containing or reasonable resembling tobacco or tobacco products.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF XXX, IOWA, that pursuant to the authority granted by Section 142D.5 of the Code of Iowa, tobacco use is prohibited in all City of XXX parks, trails, and outdoor recreational facilities at all times. No person shall use any form of tobacco at or on any City-owned or

operated outdoor park, trail, or facility, which includes, but is not limited to, any park, playground, athletic field and complex, skate park, aquatic areas, shelters, restrooms, trails and parking lot areas. Tobacco-Free signs shall be posted in all parks, trails, and facilities that conform to the requirements of Section 142D.6 of the Code of Iowa.

IT IS FURTHER RESOLVED that this Policy will be enforced in the following ways: (a) Appropriate signs shall be posted in the above specified areas; (b) The community, especially park and facility users and staff, will be notified about this Policy; (c) City officials, City employees, parents, coaches and park users are asked to help enforcing the compliance to this Policy by bringing the Policy to the attention of the persons violating the Policy; and (d) Any person found violating this Policy at an organized event, especially a youth event, will be asked to cease use of tobacco or leave the city park or facility premises.

This tobacco free park policy shall be effective immediately upon passage on this _____ day of _____, 2014.

AIRPORT APPOINTMENTS

TO: CRESCO CITY COUNCIL

RE: Appointment/Reappointment (six year term)

We, the Airport Commission for the City of Cresco, recommend that the City Council

1. _____ Appoint (Name) _____

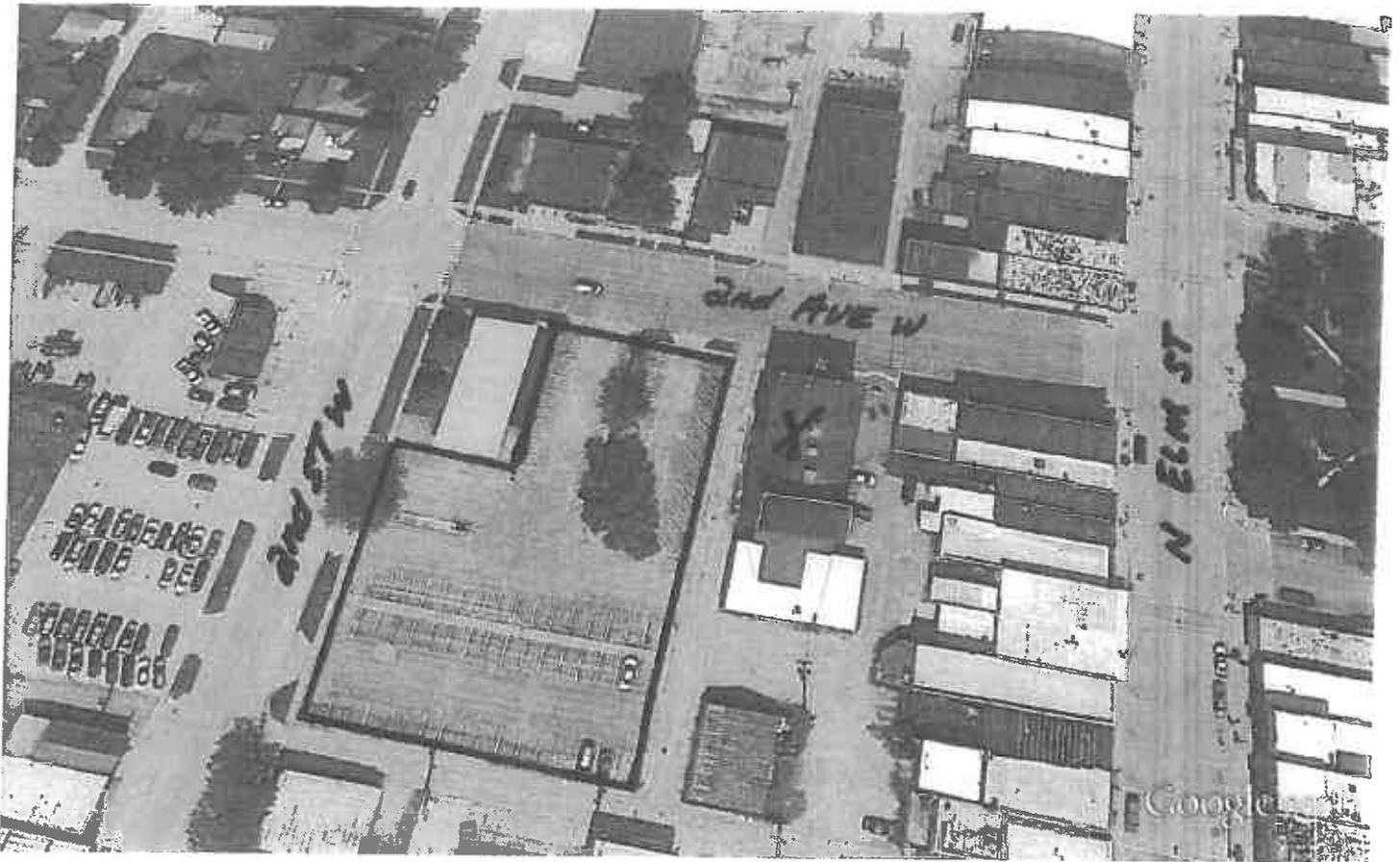
(To replace _____)

2. X Reappoint (Name) Joseph P. Lawrence

to the Airport Commission.

Term to run from 1-1-2016 to expire 12-31-2021

	Signed	Date
Chairman	<u>Kim D. Bortz</u>	<u>11-18-15</u>
	<u>[Signature]</u>	<u>11-18-15</u>
	<u>Jerry Finnie</u>	<u>11-18-15</u>
	<u>Joseph P. Lawrence</u>	<u>11-18-15</u>
	_____	_____



Google earth

feet
meters



X = THEATER

CITY OF CRESCO 2016 STREET IMPROVEMENTS

ITEM	STREET	FROM	TO	L	x	W	= S.Y.	QUANTITY	UNIT	UNIT COST	TOTAL COST
PARKING LOTS:											
1	CITY HALL (ASPHALT LOT WEST OF BUILDING)										
		2" ASPHALT OVERLAY		150	150	2500		2500 S.Y.	11.90	\$	29,750.00
											TOTAL: \$
											29,750.00
2	OLD CULLIGAN LOT										
		3" ASPHALT MAT		150	75	1250		1250 S.Y.	18.40	\$	23,000.00
											TOTAL: \$
											23,000.00
3	THEATRE LOT										
		.5" LEVELER, 1.5" SURFACE		100	250	2778		2778 S.Y.	12.15	\$	33,752.70
				85	150	1417		1417 S.Y.	12.15	\$	17,216.55
											TOTAL: \$
											50,969.25
4	FIRE STATION										
		3" ASPHALT MAT		20	70	156		156 S.Y.	18.40	\$	2,870.40
				75	130	1083		1083 S.Y.	18.40	\$	19,927.20
											TOTAL: \$
											22,797.60
5	N OF ALLIANCE STORE										
		3" ASPHALT MAT		60	90	600		600 S.Y.	18.40	\$	11,040.00
											TOTAL: \$
											11,040.00
ALLEYS:											
6	BETWEEN 2ND ST W AND N ELM AND 2ND AVE AND 3RD AVE E										
		CORE OUT 4"		16	250	444		444 S.Y.	4.50	\$	1,998.00
		CORE OUT 4"		16	83	148		148 S.Y.	4.50	\$	666.00
		CORE OUT 4"		8	100	89		89 S.Y.	4.50	\$	400.50
		INSTALL 4" ASPHALT		16	250	444		444 S.Y.	28.70	\$	12,742.80
		INSTALL 4" ASPHALT		16	83	148		148 S.Y.	28.70	\$	4,247.60
		INSTALL 4" ASPHALT		8	100	89		89 S.Y.	28.70	\$	2,554.30
											TOTAL: \$
											22,609.20
7	THEATRE BETWEEN 2ND ST W AND N ELM AND 1ST AND 2ND AVE. W										
		CORE OUT 4"		16	400	711		711 S.Y.	4.50	\$	3,199.50
		CORE OUT 4"		16	260	462		462 S.Y.	4.50	\$	2,079.00
		INSTALL 4" ASPHALT		16	400	711		711 S.Y.	28.70	\$	20,405.70
		INSTALL 4" ASPHALT		16	260	462		462 S.Y.	28.70	\$	13,259.40
											TOTAL: \$
											38,943.60

NOTE: This is a Budget Estimate Only

NOTE: Final Cost will be based on actual quantity Furnished and Installed

RESOLUTION NUMBER _____

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH PAULSON LAW OFFICE, LTD
TO PROVIDE LEGAL AND CONSULTING SERVICES**

WHEREAS, the City of Cresco is considering solar photovoltaic installations at City facilities; and

WHEREAS, the City of Cresco seeks legal and consulting services including, but not limited to, review of proposals and financing structures and negotiation of related power purchase agreements; and

WHEREAS, Paulson Law Office, Ltd was selected to perform the legal and consulting services and billing will be based on an hourly basis.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized and directed to sign the Agreement with Paulson Law Office, Ltd. of Edina, Minnesota.

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 between the City of Cresco and Paulson Lawe Office, Ltd. is approved and that the Mayor is authorized to execute the contract on behalf of the City of Cresco.

PASSED AND APPROVED THIS _____ DAY OF _____,

BY: _____
Mayor Mark Bohle

ATTEST: _____
City Clerk Michelle Girolamo

Paulson Law Office, Ltd.
7301 Ohms Lane
Suite 325
Edina, MN 55439

Telephone (952)835-0055
Facsimile (952)835-2984
e-mail jeff.jcplaw@comcast.net

December 3, 2015

City of Cresco
Attn: Amy Bouska
130 North Park Place
Cresco, Iowa 52136

Re: Provision of Legal/Consulting Services
Solar Projects and PPAs

Dear Ms. Bouska:

You requested that Paulson Law Office, Ltd. (the "Firm") provide legal and consulting services to the City of Cresco ("Client") with regard to development of one or more solar photovoltaic installations at City facilities, including review of proposals and financing structures and negotiation of related power purchase agreements. The services of the Firm will be provided on the following terms.

1. FEES FOR SERVICES

The Firm will bill the Client for professional services on an hourly basis. The rates for services may vary from time to time among attorneys and other personnel in our office. The current rate for Jeffrey C. Paulson is \$275 per hour. Rates for work performed by paralegals, legal assistants and law clerks currently range from \$50 per hour to \$85 per hour, and associates at \$135 - \$175 per hour. These rates are periodically adjusted to account for experience and inflation, and the Client's charges will reflect these adjustments. We strive to work efficiently on our files and tasks are assigned when possible to an attorney or professional who, given his or her experience and expertise, can handle the task most cost effectively.

If you wish to have us provide technical support for proposal evaluation we have retained a company experienced with solar equipment and similar issues, to assist

with that effort; the cost of their services would also be charged on an hourly basis at rates to be determined depending on the work involved.

2. COSTS AND DISBURSEMENTS

The Client will be responsible for all out-of-pocket expenses (including but not limited to travel and lodging expenses, mileage recording and filing fees, witness fees, and other miscellaneous expenses) incurred by the Firm in the course of its representation of and work for the Client. I charge for any such fees only at cost. The Firm may ask the Client to directly pay any outside charges exceeding \$100. Unlike many firms, I do not charge separately for copying or telephone calls or other relatively minor expenses occurring in the ordinary course of business, but will charge for extraordinary expenses that may be incurred in this respect at cost. I expect few if any out-of-pocket costs for this project.

3. BILLING

The Firm will bill the Client monthly for its services and disbursements, unless the amount of activity in the prior month is too minimal to justify a billing, in which case those charges will be billed in a later month. Some expenses take two or three months to appear on monthly bills due to the manner in which the Firm is billed for these costs. Our bills will be itemized with a description of the services and costs for which the Client is being charged, and I encourage you to call me for an explanation should you have any questions about an item included in the Client's bill. We will establish allocations to individual projects or budget categories upon your request.

4. TERMINATION OF SERVICES

The Client, of course, retains the right to terminate the Firm's representation at any time and, if the Client does so, the Firm shall do whatever it can to aid the transition to new counsel and minimize disruption. The Firm reserves the right to withdraw as the Client's counsel if the Client has not paid any costs or disbursements billed by the Firm or has failed to provide payment of fees, costs and disbursements requested by the Firm. Additionally, the Firm reserves the right to withdraw as the Client's counsel if we determine in our reasonable discretion that continued representation would be unethical or impractical.

If the Client terminates the Firm's services, or the Firm withdraws, the Client will remain responsible for payment of costs, disbursements and fees incurred through the date of termination or withdrawal and shall pay the Firm according to the terms of this Agreement.

5. CONFIDENTIALITY.

The Firm's provision of legal services is, of course, subject to attorney-client privilege and related confidentiality provisions which protect Client. In addition, to protect the relationships and work product of the Firm information provided by the Firm to Client, and to Client by Firm, shall be deemed confidential and trade secret, whether subject to separate protection under any attorney-client or work-product privilege or not. Subject to the requirements of the Data Practices Act and similar applicable law, neither the Firm nor Client shall disclose any such information to a third party without the prior consent of the other party. This confidentiality obligation shall continue for a period of two years past the termination of the Firm's services for any reason.

Attorney-client and work-product privileges apply to the communications between the Firm and Client and the work created for the Client by the Firm, as provided in applicable law. The Firm also provides services to other clients in the nature of development, project management, equipment procurement and related work that may not be considered legal services. To the extent the Client requests, or is provided any of these services, the Firm agrees to keep such communications, information and work-product confidential and not disclose it to third-parties unless compelled by a court or other agency with competent jurisdiction.

6. RECORD RETENTION.

It is this Firm's policy to destroy/purge files and any client materials remaining in this Firm's possession after being held at our office for a period of six (6) years following the termination or completion of services relating to a file. Client may retrieve its file or may direct the Firm to forward the file to Client, at Client's expense, anytime after the last work performed on behalf of Client during this six (6)-year period. Client acknowledges by signing this letter that Client's file can be destroyed without further notice to Client at the end of this six (6)-year period.

Please review this letter carefully to ensure that you understand the terms under which the Firm is offering to provide its services to Client. If these terms are acceptable, please sign the enclosed copy of this letter agreement and return it to me. The original is for your files.

We appreciate the opportunity to be of service to you and look forward to working with you to ensure that your legal matters are properly handled.

Please feel free to contact me at any time.

Sincerely,

Jeffrey C. Paulson
For Paulson Law Office, Ltd.

JCP/pat

Accepted and agreed to this ___ day of December, 2015.

CITY OF CRESCO

By: _____

Its: _____

PAULSON LAW OFFICE, LTD.



Jeffrey C. Paulson



EMPLOYMENT HISTORY

September, 2002 to date

Paulson Law Office, Ltd., Minneapolis. Practice focuses on representation of and development services for developers and owners of renewable energy facilities, including site acquisition and permitting, development, construction, equipment acquisition, utility negotiations, regulatory approvals, and environmental attribute transactions. Clients include individuals, other community-based investors, universities, and other nontraditional facility owners. Clients are involved in wind, solar, geothermal, hydro, biomass, digesters, and similar technologies. Practice also includes general business contracts, construction, and mediation and arbitration.

October, 1998 to September, 2002

Partner, Hammargren, Meyer & Paulson, P.A., Minneapolis. Practice included sophisticated commercial transactions, regulatory advocacy, litigation, appeals and alternative dispute resolution, focusing on representation of regional and national renewable energy companies and other power producers and energy industry participants.

August, 1994 to October, 1998

Senior Attorney, Northern States Power Company, Minneapolis. Structure and negotiate major contracts and transactions, including acquisitions, large power purchase agreements and commercial real estate. Handle significant regulatory filings before state and federal agencies. Conduct litigation and contested hearings on contract, environmental and regulatory issues. Primary attorney responsible for development, contracting, permitting and regulatory approvals for NSP renewable energy projects.

November, 1990 to August, 1994

Attorney, Christoffel, Elliott & Albrecht, P.A., St. Paul. Responsible for negotiating and closing sophisticated real estate and commercial transactions and for litigation of complex commercial and construction cases, including some bankruptcy practice. Clientele included lenders, developers and businesses.

July, 1989 to November, 1990

Director of Business Mediation, Mediation Center, St. Paul. Mediation of significant cases involving construction, commercial, employment and public policy disputes. Managed and trained panel of expert mediators.

April, 1987 to July, 1989

Associate, Fabyanske, Svoboda, Westra & Davis, P.A., St. Paul.

Conducted litigation of complex construction and commercial disputes on behalf of lenders, developers and contractors.

July, 1986 to January, 1987

Clinical Instructor, University of Chicago Law School.
Supervised 2d and 3d year students in their representation of low-income clients at the Law School's Edwin F. Mandel Legal Clinic, and represented those clients in utility regulatory, policy and payment matters. Taught Litigation Methods course for 2d and 3d year students.

July, 1985 to July, 1986

Senior Associate, John L. Gubbins & Associates, Ltd., Chicago.
Conducted litigation of plaintiff's employment and civil rights cases in federal courts. Represented large government utility users and advocacy organizations on major energy issues. Cases included representing six states before U. S. Supreme Court in telecommunications preemption case.

January, 1984 to July, 1985

Staff Counsel. Select Joint Committee on Public Utility Regulation, Illinois General Assembly, Springfield, Illinois.
Conducted research and hearings with all affected constituencies. Drafted and negotiated new Illinois Public Utilities Act, Illinois Telecommunications Act and Energy Assistance Act and assisted in passage.

July, 1981 to January, 1984

Assistant Attorney General, Illinois Attorney General's Office.
Established and managed Public Utilities Division representing Illinois ratepayers in utility rate cases and similar proceedings before Illinois Commerce Commission and in state and federal courts.

EDUCATION

1978 to 1981

University of Chicago Law School, J.D., 1981.
Active practice in clinical program under student practice rule during 2d and 3d year representing low-income customers and community organizations in major utility cases.

1974 to 1978

Carleton College, B.A. 1978, magna cum laude.

OTHER ACTIVITIES

Expert witness before Illinois and Virginia utility commissions as to rate and renewable financing issues. Frequent speaker on renewable energy. Board member of several area non-profit organizations working on issues related to low-income housing, homeless youth and sexual violence.