

45-421

Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2012 - ENDING JUNE 30, 2013

The City of: Cresco County Name: HOWARD Date Budget Adopted: 03/05/12
(Date) xxx/xxx/xx

At a meeting of the City Council, held after the public hearing as required by law, as specified above, the proposed budget was adopted as summarized and attached hereto, and tax levies, as itemized below, were approved for all taxable property of this City. There is attached a Long Term Debt Schedule Form 703 for the debt service needs, if any.

(563) 547-3101

Telephone Number

Signature

County Auditor Date Stamp

January 1, 2011 Property Valuations

		With Gas & Electric	Without Gas & Electric	Last Official Census
Regular	2a	103,343,112	101,280,807	3,868
DEBT SERVICE	3a	105,222,369	103,160,064	
Ag Land	4a	588,992		

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	(A) Request with Utility Replacement	(B) Property Taxes Levied	(C) Rate
384.1	8.10000	Regular General levy	5 837,079	820,375	43 8.10000
(384)		Non-Voted Other Permissible Levies			
12(8)	0.67500	Contract for use of Bridge	6	0	44 0
12(10)	0.95000	Opr & Maint publicly owned Transit	7	0	45 0
12(11)	Amt Nec	Rent, Ins. Maint of Civic Center	8	0	46 0
12(12)	0.13500	Opr & Maint of City owned Civic Center	9 13,951	13,673	47 0.13500
12(13)	0.06750	Planning a Sanitary Disposal Project	10	0	48 0
12(14)	0.27000	Aviation Authority (under sec.330A.15)	11	0	49 0
12(15)	Amt Nec	Joint city-county building lease	12	0	50 0
12(16)	0.06750	Levee Impr. fund in special charter city	13	0	51 0
12(18)	Amt Nec	Liability, property & self insurance costs	14 112,000	109,765	52 1.08377
12(22)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.	462 16,100	15,779	465 0.15579
(384)		Voted Other Permissible Levies			
12(1)	0.13500	Instrumental/Vocal Music Groups	15	0	53 0
12(2)	0.81000	Memorial Building	16	0	54 0
12(3)	0.13500	Symphony Orchestra	17	0	55 0
12(4)	0.27000	Cultural & Scientific Facilities	18	0	56 0
12(5)	As Voted	County Bridge	19	0	57 0
12(6)	1.35000	Missi or Missouri River Bridge Const.	20	0	58 0
12(9)	0.03375	Aid to a Transit Company	21	0	59 0
12(17)	0.20500	Maintain Institution received by gift/devise	22	0	60 0
12(19)	1.00000	City Emergency Medical District	463	0	466 0
12(21)	0.27000	Support Public Library	23	0	61 0
28E.22	1.50000	Unified Law Enforcement	24	0	62 0
Total General Fund Regular Levies (5 thru 24)			25 979,130	959,592	
384.1	3.00375	Ag Land	26 1,769	1,769	63 3.00375
Total General Fund Tax Levies (25 + 26)			27 980,899	961,361	Do Not Add
Special Revenue Levies					
384.8	0.27000	Emergency (if general fund at levy limit)	28 27,903	27,346	64 0.27000
384.6	Amt Nec	Police & Fire Retirement	29	0	0
	Amt Nec	FICA & IPERS (if general fund at levy limit)	30 200,170	196,175	1.93695
Rules	Amt Nec	Other Employee Benefits	31 266,000	260,692	2.57395
Total Employee Benefit Levies (29,30,31)			32 466,170	456,868	65 4.51090
Sub Total Special Revenue Levies (28+32)			33 494,073	484,214	
Valuation					
386	As Req	With Gas & Elec	Without Gas & Elec		
	SSMID 1 (A)	(B)	34	0	66 0
	SSMID 2 (A)	(B)	35	0	67 0
	SSMID 3 (A)	(B)	36	0	68 0
	SSMID 4 (A)	(B)	37	0	69 0
	SSMID 5 (A)	(B)	555	0	565 0
	SSMID 6 (A)	(B)	556	0	566 0
	SSMID 7 (A)	(B)	1177	0	0
Total SSMID			38 0	0	Do Not Add
Total Special Revenue Levies			39 494,073	484,214	
384.4	Amt Nec	Debt Service Levy 76.10(6)	40 302,600	296,669	70 2.87581
384.7	0.67500	Capital Projects (Capital Improv. Reserve)	41	0	71 0
Total Property Taxes (27+39+40+41)			42 1,777,572	1,742,244	72 17.13127

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:

Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published, or posted if applicable, and notarized, filed proof was evidenced.
- 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
- 3) Adopted property taxes do not exceed published or posted amounts.
- 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total.
- 5) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.
- 6) The city is receiving TIF Revenues and has completed the TIF Indebtedness section of the TIF DEBT form in compliance with 384.16(1)

(County Auditor)

Fund Balance Worksheet for City of **Cresco**

		(1) Annual Report FY 2011		(2) Re-Estimated FY 2012		(3) Budget FY 2013		General (A)	Special Rev (B)	TIF Special Rev (C)	Debt Serv (D)	Capt Proj (E)	Permanent (G)	Total Government (H)	Proprietary (I)	Grand Total (J)
	1	Beginning Fund Balance July 1 (pg 5, line 134) *	1,449,102	1,194,976	78,854	196,895	88,812							3,008,639	1,242,172	4,250,811
	2	Actual Revenues Except Beg Bal (pg 5, line 132) *	3,699,691	1,045,355	20,487	247,738	840,831							5,854,102	1,981,784	7,835,886
	3	Actual Expenditures Except End Bal (pg 12, line 259) *	3,534,100	895,178	35,753	219,875	371,267							5,056,173	1,815,884	6,872,057
	4	Ending Fund Balance June 30 (pg 12, line 261) *	1,614,693	1,345,153	63,588	224,758	558,376					0		3,806,568	1,408,072	5,214,640
		** Re-Estimated FY 2012	General	Spec Rev	TIF Special Rev	Debt Serv	Capt Proj	Permanent	Tot Govt	Proprietary	Grand Total					
	5	Beginning Fund Balance	1,614,693	1,345,153	63,588	224,758	558,376	0	3,806,568	1,408,072	5,214,640					
	6	Re-Est Revenues	3,125,483	1,141,081	19,000	348,363	1,068,500	0	5,702,427	1,965,900	7,668,327					
	7	Re-Est Expenditures	3,091,070	1,214,925	18,000	345,810	1,318,000	0	5,987,805	1,948,550	7,936,355					
	8	Continuing Appropriation					0		0	0	0					
	9	Ending Fund Balance	1,649,106	1,271,309	64,588	227,311	308,876	0	3,521,190	1,425,422	4,946,612					
		** Budget FY 2013	General	Spec Rev	TIF Special Rev	Debt Serv	Capt Proj	Permanent	Tot Govt	Proprietary	Grand Total					
	10	Beginning Fund Balance	1,649,106	1,271,309	64,588	227,311	308,876	0	3,521,190	1,425,422	4,946,612					
	11	Revenues	2,921,219	1,035,535	100	341,200	10,200	0	4,308,254	2,005,800	6,314,054					
	12	Expenditures	3,168,669	1,028,545	18,000	340,600	255,000	0	4,810,814	1,885,150	6,695,964					
	13	Continuing Appropriation					0		0	0	0					
	14	Ending Fund Balance	1,401,656	1,278,299	46,688	227,911	64,076	0	3,018,630	1,546,072	4,564,702					

* The figures in section (1) are taken from FORM F-66(IA-2) STATE OF IOWA FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2011
 ** The remaining two sections are filled in by the software once ALL worksheets are completed.

CITY OF

Cresco

Department of Management

ADOPTED BUDGET SUMMARY
YEAR ENDED JUNE 30, 2013

Fiscal Years

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
		GENERAL REVENUES	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET	RE-ESTIMATED	ACTUAL
		(C)	(D)	(E)	(F)	(G)	(H)	(I)	2013	2012	2011
		(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
Revenues & Other Financing Sources											
Taxes Levied on Property	1	961,361	484,214		296,669				1,742,244	1,792,997	1,623,593
Less: Uncollected Property Taxes-Levy Year	2	0	0		0				0	0	0
Net Current Property Taxes	3	961,361	484,214		296,669				1,742,244	1,792,997	1,623,593
Delinquent Property Taxes	4	0	0		0				0	0	0
TIF Revenues	5			0					0	0	0
Other City Taxes	6	475,538	9,859		5,931				0	18,000	19,645
Licenses & Permits	7	12,565	0		0				491,328	483,597	434,642
Use of Money and Property	8	49,700	7,183	100	600	200	0	6,000	12,565	13,065	12,367
Intergovernmental	9	51,305	467,500		0	10,000			63,783	90,963	92,481
Charges for Fees & Service	10	919,500	0		0	0		1,232,700	528,805	935,377	469,935
Special Assessments	11	0	0		0	0			2,152,200	2,103,100	2,110,266
Miscellaneous	12	59,750	36,779		0	0		55,100	0	0	947
Sub-Total Revenues	13	2,529,719	1,005,555	100	303,200	10,200	0	1,293,800	5,142,554	5,562,427	5,027,301
Other Financing Sources:											
Total Transfers In	14	389,500	30,000	0	38,000	0	0	712,000	1,169,500	1,579,900	1,716,551
Proceeds of Debt	15	0	0	0	0	0	0	0	0	500,000	1,081,900
Proceeds of Capital Asset Sales	16	2,000	0	0	0	0	0	0	2,000	26,000	10,134
Total Revenues and Other Sources	17	2,921,219	1,035,555	100	341,200	10,200	0	2,005,800	6,314,054	7,668,327	7,835,886
Expenditures & Other Financing Uses											
Public Safety	18	651,600	189,320	0	0		0		840,920	778,985	742,034
Public Works	19	833,400	472,875	0	0		0		1,306,275	1,238,375	1,393,634
Health and Social Services	20	4,000	0	0	0		0		4,000	4,000	6,858
Culture and Recreation	21	858,344	173,470	0	0		0		1,031,814	1,053,605	1,010,385
Community and Economic Development	22	42,700	139,000	18,000	0		0		199,700	331,700	138,720
General Government	23	330,625	44,380	0	0		0		375,005	371,430	297,800
Debt Service	24	0	0	0	340,600		0		340,600	345,810	219,875
Capital Projects	25	0	0	0	0	255,000	0		255,000	1,000,000	218,366
Total Government Activities Expenditures	26	2,720,669	1,019,045	18,000	340,600	255,000	0		4,353,314	5,123,905	4,027,672
Business Type Proprietary, Enterprise & ISF	27										
Total Gov & Bus. Type Expenditures	28	2,720,669	1,019,045	18,000	340,600	255,000	0	1,173,150	1,173,150	1,232,550	1,127,834
Total Transfers Out	29	448,000	9,500	0	0	0	0	712,000	5,526,464	6,356,455	5,155,506
Total ALL Expenditures/Fund Transfers Out	30	3,168,669	1,028,545	18,000	340,600	255,000	0	1,885,150	1,169,500	1,579,900	1,716,551
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	31								6,695,964	7,936,355	6,872,057
Continuing Appropriation	32	-247,450	6,990	-17,900	600	-244,800	0	120,650	-381,910	-268,028	963,829
Beginning Fund Balance July 1	34	1,649,106	1,271,309	64,588	227,311	308,876	0	1,425,422	4,946,612	5,214,640	4,250,811
Ending Fund Balance June 30	35	1,401,656	1,278,299	46,688	227,911	64,076	0	1,546,072	4,564,702	4,946,612	5,214,640

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO
A PROFESSIONAL SERVICES AGREEMENT WITH WHKS & CO.

The City Council of the City of Cresco met in regular session on _____,
2012, at 7:00 P.M. Council members _____
were present. Council members _____ were absent.

Council member _____ moved the adoption of the foregoing
Resolution Authorizing the Mayor to enter into a PROFESSIONAL SERVICES
AGREEMENT with WHKS & Co. for professional services relating to the project
described as 2012 Watermain Looping Project. Council member _____
seconded said motion. A roll call vote was requested by the Mayor and said roll call vote
resulted as follows:

Ayes: _____
Nays: _____
Absent: _____

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2012.

BY: _____
Mayor Mark Bohle

ATTEST: _____
City Clerk Michelle Girolamo

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between the City of Cresco, Iowa, hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as 2012 Watermain Looping Project, and as described in more detail in attached Exhibit A,

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

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

Scope of Services

WHKS shall perform the following described services for the Client:

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

Basis of Compensation

For the services described in the Scope of Services, the Client shall remunerate WHKS as follows:

Items 1-3 - Lump Sum Fee of \$18,300.00

Items 4-5 – Billed hourly with an estimated fee of \$16,400.00 including expenses.

Executed this _____ day of _____, 2012.

City of Cresco

WHKS & co.

By: _____

By: _____

William Angerman, P.E.

Title: _____

Title: Vice President

Exhibit A to Professional Services Agreement

A. Project

The project is to extend water main on 5th Avenue SW from Vernon Road to 7th Street SW and to loop the water main from approximately 450 feet south of Iowa Highway 9 within the Campsite RV plat to the existing water main at the intersection of Airport Road and Iowa Highway 9. The water services will be reconnected along 5th Avenue. The water main will be directional drilled beneath Iowa Highway 9. It is anticipated that the watermain along Iowa Highway 9 will be located within the existing highway right-of-way.

B. Scope of Services Provided Under This Agreement:

1. **Project Management and Meetings**

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

2. **Topographic Survey and Research of Existing Conditions**

- Prepare a site topographical survey to support new facilities, exclusive of boundary surveys for land and easement acquisition.

3. **Preliminary and Final Design**

- Prepare preliminary and final plans and specifications to show the character and scope of work to be performed by contractors on the Project.
- Coordinate forms of notice of hearing and letting, contractor's proposal, construction agreement, payment bond and performance bond for approval by the Client, subject to prior review and approval by Client's Attorney, Bond Counsel, and/or Fiscal Agent.
- Prepare opinion of probable construction cost on completed plans and specifications.
- Answer contractor's questions during the bidding phase.
- Assist in the receiving and tabulation of Contractors' proposals, and assist in awarding construction contract.
- Furnish five (5) copies of the plans, specifications, and other contract documents as required to the Client.
- Furnish plans and specifications to bidders through the use of a web based plan room.

- Submit applicable construction permit application package to the IDNR and IDOT.
- Assist Client with bidding and contracting procedures.

4. **Construction Administration**

- Provide construction administration during construction.
- Provide construction staking.
- Prepare record drawings from Contractor provided "mark-ups" at the completion of the construction.
- Perform post-construction closeout services up to point of project acceptance by resolution by City Council.
- A geotechnical firm will provide construction materials testing services as a subcontractor to WHKS & Co. under this contract.

5. **Construction Observation**

- Provide periodic resident project observation services during the duration of the construction contract. 120 hours of construction observation are included in the proposal fee.

C. Special Engineering Services:

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

Special Engineering Services include:

1. Land Surveys
2. Easement Plats and Descriptions
3. Special Assessment Plats and Schedules
4. Quality Control Testing
5. Permits other than those identified above.
6. Funding Assistance.

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 reasons 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 consultants(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

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

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

Revised 02/23/07
Revised: 04/29/09

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO
A PROFESSIONAL SERVICES AGREEMENT WITH WHKS & CO.

The City Council of the City of Cresco met in regular session on February 6,
2012, at 7:00 P.M. Council members _____
were present. Council members _____ were absent.

Council member _____ moved the adoption of the foregoing
Resolution Authorizing the Mayor to enter into a PROFESSIONAL SERVICES
AGREEMENT with WHKS & Co. for professional services relating to the project
described as 2012 Water Storage Report. Council member _____ seconded
said motion. A roll call vote was requested by the Mayor and said roll call vote resulted
as follows:

Ayes: _____
Nays: _____
Absent: _____

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

PASSED AND APPROVED THIS 6TH DAY OF FEBRUARY, 2012.

BY: _____
Mayor Mark Bohle

ATTEST: _____
City Clerk Michelle Girolamo

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between the City of Cresco, Iowa, hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as 2012 Water Storage Report, and as described in more detail in attached Exhibit A,

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

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

Scope of Services

WHKS shall perform the following described services for the Client:

Engineer's Report preparation as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described in the Scope of Services, the Client shall remunerate WHKS as follows:

Lump Sum Fee of \$5,000.00

Executed this _____ day of _____, 2012.

City of Cresco

WHKS & co.

By: _____

By: _____
William Angerman, P.E.

Title: _____

Title: Vice President

Exhibit A to Professional Services Agreement**A. Project**

The project is to evaluate the existing multi-legged elevated water storage tower and ground storage reservoir located on 3rd St SW north of Hwy 9. The report will discuss options for maintenance, removal or replacement of the existing structures while considering the total water storage capacity and redundancy for the City.

B. Scope of Services Provided Under This Agreement:

WHKS shall perform the following described services for the Client:

1. Collect and review available information (studies, maps, reports, flow records, plans, etc.) relating to the water system.
2. On-site review to evaluate the City's existing water storage tanks and booster pumps, and their ability to meet current and future water demand.
3. Prepare an Engineer's Report to detail alternatives for water storage. The report will include the following:
 - Service area sizing and water use projections with recommendations on storage capacity based on Ten States Standards and Iowa Department of Natural Resources requirements.
 - Comparison of projections to minimum and recommended storage capacity.
 - Preliminary site selection for replacement options.
 - Discussion of proposed alternatives.
 - Engineer's opinion of probable construction costs for alternatives.
 - Recommendations on upgrades to the water distribution system, if any.
4. Attend one meeting with the City of Cresco to review the report and alternatives.
5. Provide eight (8) copies of the Engineer's Report to the City.

The Following services are excluded from the scope and may be completed under a future agreement:

1. Grant and or loan application assistance such as a Drinking Water Revolving Loan Fund application.
2. Water distribution system computer model to model flow and pressure.
3. Lead Paint and Adhesion Testing – This testing will be performed if requested after initial on-site evaluation of water storage tank.

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.

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Revised 02/23/07
Revised: 04/29/09

RESOLUTION NUMBER _____

**RESOLUTION ESTABLISHING A FUND WITHIN THE CITY'S ACCOUNTS
FUND 165 – NUISANCE HOUSE FUND**

WHEREAS, the City of Cresco has incurred revenue from the sale of nuisance property and also incurred expenses in the process of Nuisance Abatement within the City of Cresco; and

WHEREAS, the City of Cresco, Iowa, would like to track funds received and expended with regards to nuisance abatement procedures; and

WHEREAS, the City of Cresco, Iowa, promotes the transparency of its funds and accounting.

THEREFORE, BE IT RESOLVED, by the City Council of the City of Cresco, Iowa, that the following fund be established:

FUND 165– NUISANCE HOUSE FUND

BE IT FURTHER RESOLVED, by the City Council of the City of Cresco, Iowa, that the City Clerk be directed by the Mayor and the City Council to establish said fund and correct the books accordingly.

PASSED AND APPROVED THIS 6TH DAY OF FEBRUARY, 2012.

Mayor Mark Bohle

ATTEST: _____
City Clerk Michelle Girolamo