



CITY OF PANORAMA PARK

COUNCIL MEETING AGENDA

OCTOBER 13, 2022 - 7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. AGENDA APPROVAL

Discussion and approval (including additions and deletions) of the council meeting agenda for Thursday, October 13, 2022.

4. PUBLIC COMMENTS TO THE COUNCIL

Individual comments are limited to 3 minutes and group comments are limited to 6 minutes. Please sign in if you wish to speak.

5. COMMITTEE REPORTS

6. MAYOR'S REPORT

7. CONSENT AGENDA

- a. Approval of the September 15, 2022 council meeting minutes.
- b. Approval of the monthly financial statements.
- c. Approval for payment of outstanding bills.

8. RESOLUTION 2022-07 authorizing Treasurer G. Gleason to invest \$150,000.00 from the General Fund in an 11-month Certificate of Deposit from Great Southern Bank at a rate of 3.5%.

9. RESOLUTION 2022-08 authorizing Mayor Rice to approve the amendment to the 28E agreement with the City of Bettendorf for FY2023 snow removal services.

10. RESOLUTION 2022-09 authorizing Mayor Rice to approve Amendment 1 to the agreement with MSA Professional Services for Phase 1 of the Sanitary Sewer Rehabilitation Project.

11. RESOLUTION 2022-10 authorizing Mayor Rice to approve the Professional Services Agreement with MSA Professional Services for Phase 2 of the Sanitary Sewer Rehabilitation Project.

12. ADJOURNMENT



CITY OF PANORAMA PARK

COUNCIL MEETING MINUTES

September 15, 2022 – 7:00 P.M.

The City Council of Panorama Park, Iowa met in a regular session at 7:00 P.M., Thursday, September 15, 2022 in City Hall.

In Attendance: C. Gilbert, T. Huber, S. Perry, S. Rice,

Council Members Absent: D. Smith

Also Present: Mayor Ronald Rice, Gary Gleason, Lavonne Gleason, Betty Leach

Presiding: Mayor Ronald Rice

CALL TO ORDER: Mayor Rice called the meeting to order at 7:10 P.M. A quorum was reached.

AGENDA APPROVAL: Discussion and approval of the council meeting agenda for Thursday, September 15, 2022. Mayor Rice asked if there were any changes to the meeting agenda. S. Perry asked to separate the consent agenda items and add them as individual motions. Hearing no additional comments, Mayor Rice called for a vote. *A motion was made by S. Perry and seconded by S. Rice. Roll Call: C. Gilbert - aye, T. Huber - aye. The motion was approved.*

PUBLIC COMMENTS TO THE COUNCIL: Betty Leach reported discovering youths in her backyard inside the fence. She believes that they are from the adjoining neighborhood. She has pictures of them in case there is further mischief.

COMMITTEE REPORTS: S. Rice stated that the 2022 Fall Festival will be held in October and that she will distribute flyers to residents. Halloween in the Park will be held on October 31st from 5:00-7:30 PM at City Hall.

MAYOR'S REPORT: The final installment of ARPA money has been received and deposited. The monies will be used for Phase 2 of the Sanitary Sewer Rehabilitation Project.

APPROVAL OF MINUTES: S. Perry noted an error pertaining to the date of the meeting and requested that minutes be changed to read "Tuesday, August 9, 2022" before publication. Noting the change, Mayor Rice called for a vote. *A motion was made by C. Gilbert and seconded by T. Huber. Roll Call: S. Perry - aye, S. Rice - aye. The motion was approved.*

APPROVAL OF MONTHLY FINANCIAL STATEMENTS: Mayor Rice presented an explanation of the reports from the new accounting software. A discussion pertaining to restrictions on the ARPA funding and purchasing additional CD's were addressed by Mayor Rice. Hearing no additional comments, Mayor Rice called for a vote. *A motion was made by C. Gilbert and seconded by S. Perry to approve the financial statements. Roll Call: T. Huber - aye, S. Rice - aye. The motion was approved.*

APPROVAL OF PAYMENT OF THE OUTSTANDING BILLS: Following an explanation of the annual and monthly bills, Mayor Rice called for a vote. *A motion was made by S. Perry and seconded by C. Gilbert. Roll Call: T. Huber - aye, S. Rice - aye. The motion was approved.*

RESOLUTION 2022-06: For rescheduling future council meetings to the second Thursday of each month. Hearing no additional comments, Mayor Rice called for a vote. *Roll Call: C. Gilbert - aye, T. Huber - aye, S. Perry - aye, S. Rice - aye. Resolution 2022-06 was approved.*

DISCUSSION AND APPROVAL: Authorization for Mayor Rice to purchase materials to construct a fence at City Hall at a cost not to exceed \$2,500.00. Hearing no additional comments, Mayor Rice called for a vote. *A motion was made by S. Rice and seconded by T. Huber. Roll Call: C. Gilbert - aye, S. Perry - aye. The motion was approved.*

ADJOURNMENT: With no other business before the Council, Mayor Rice called for an adjournment of the meeting at 7:34 P.M. Hearing no additional comments, Mayor Rice called for a vote. *A motion was made by T. Huber and seconded by C. Gilbert. Roll Call: S. Perry - aye, S. Rice - aye. The motion to adjourn was approved.*

THE COUNCIL MEETING MINUTES FOR SEPTEMBER 15, 2022 WERE PASSED BY THE COUNCIL AND APPROVED THIS 13TH DAY OF OCTOBER, 2022.

Approved: _____

Attest:

-

Ronald D. Rice, Mayor

City of Panorama Park
 BALANCE SHEET
 CALENDAR 9/2022, FISCAL 3/2023

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL		1,000.00
	CASH TOTAL	.00	1,000.00
001-000-1160	SAVINGS GSB - GENERAL	2,404.64-	181,940.73
005-000-1160	SAVINGS GSB - ARPA		37,058.00
110-000-1160	SAVINGS GSB - ROAD USE	4,214.63	24,611.48
610-000-1160	SAVINGS GSB - SEWER	912.27-	6,132.63
	SAVINGS TOTAL	897.72	249,742.84
001-000-1161	SAVINGS FCU - GENERAL		25.00
	SAVINGS TOTAL	.00	25.00
001-000-1170	CD #2498 FCU - GENERAL	172.81	22,289.34
001-000-1171	CD #2499 FCU - GENERAL	172.81	22,289.34
110-000-1170	CD #2500 FCU - ROAD USE	172.81	22,289.34
110-000-1171	CD #2501 FCU - ROAD USE	172.81	22,289.34
610-000-1170	CD #2496 FCU - SEWER	172.81	22,289.34
610-000-1171	CD #2497 FCU - SEWER	172.81	22,289.34
610-000-1172	CD #2502 FCU - SEWER	172.81	22,289.34
	CD's TOTAL	1,209.67	156,025.38
	TOTAL CASH	2,107.39	406,793.22

City of Panorama Park
TREASURER'S REPORT
CALENDAR 9/2022, FISCAL 3/2023

FUND	TITLE	BEGINNING CASH+	CHANGE IN ASSETS-	REVENUE+	EXPENSES-	CHANGE IN LIABILITIES+	ENDING CASH
001	GENERAL	229,603.43	2,059.02-	5,361.03	7,420.05		227,544.41
005	ARPA	37,058.00					37,058.00
110	ROAD USE TAX	64,629.91	4,560.25	4,623.44	63.19		69,190.16
121	LOCAL OPTION SALES TAX			1,970.94	1,970.94		
610	SEWER	73,394.49	393.84-	518.43	912.27		73,000.65
Report Total		404,685.83	2,107.39	12,473.84	10,366.45	.00	406,793.22

REVENUE REPORT
CALENDAR 9/2022, FISCAL 3/2023

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	31,108.00	5,361.03	10,209.70	32.82	20,898.30
	ARPA TOTAL	18,529.00	.00	18,529.00	100.00	.00
	ROAD USE TAX TOTAL	19,300.00	4,623.44	7,512.44	38.92	11,787.56
	LOCAL OPTION SALES TAX TOTAL	26,150.00	1,970.94	6,014.30	23.00	20,135.70
	SEWER TOTAL	26,150.00	518.43	518.43	1.98	25,631.57
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		121,237.00	12,473.84	42,783.87	35.29	78,453.13
		=====	=====	=====	=====	=====

BUDGET REPORT
CALENDAR 9/2022, FISCAL 3/2023

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	GENERAL TOTAL	65,950.00	7,420.05	9,754.24	14.79
	ROAD USE TAX TOTAL	58,300.00	63.19	31,772.26	54.50
	LOCAL OPTION SALES TAX TOTAL	.00	1,970.94	6,014.30	.00
	SEWER TOTAL	100,000.00	912.27	14,179.84	14.18
	TOTAL EXPENSES BY FUND	224,250.00	10,366.45	61,720.64	27.52

BUDGET REPORT
CALENDAR 9/2022, FISCAL 3/2023

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	FIRE TOTAL	3,200.00	3,180.51	3,180.51	99.39
	ANIMAL CONTROL TOTAL	100.00	.00	.00	.00
	OTHER PUBLIC SAFETY TOTAL	200.00	.00	.00	.00
	PUBLIC SAFETY TOTAL	3,500.00	3,180.51	3,180.51	90.87
	ROADS, BRIDGES, SIDEWALKS TOTA	50,000.00	.00	31,585.00	63.17
	STREET LIGHTING TOTAL	800.00	63.19	187.26	23.41
	SNOW REMOVAL TOTAL	7,500.00	.00	.00	.00
	GARBAGE TOTAL	11,000.00	814.24	2,442.72	22.21
	OTHER PUBLIC WORKS TOTAL	200.00	.00	116.30	58.15
	PUBLIC WORKS TOTAL	69,500.00	877.43	34,331.28	49.40
	LIBRARY TOTAL	5,500.00	.00	.00	.00
	OTHER CULTURE/RECREATION TOTA	100.00	.00	.00	.00
	CULTURE & RECREATION TOTAL	5,600.00	.00	.00	.00
	MAYOR/COUNCIL/CITY MGR TOTAL	850.00	.00	357.00	42.00
	CLERK/TREASURER/ADM TOTAL	3,800.00	.00	.00	.00
	LEGAL SERVICES/ATTORNEY TOTAL	2,000.00	.00	.00	.00
	CITY HALL/GENERAL BLDGS TOTAL	10,000.00	72.30	246.71	2.47
	TORT LIABILITY TOTAL	2,000.00	1,703.00	1,703.00	85.15
	OTHER GENERAL GOVERNMENT TOTA	850.00	1,650.00	1,708.00	200.94
	GENERAL GOVERNMENT TOTAL	19,500.00	3,425.30	4,014.71	20.59
	SEWER/SEWAGE DISPOSAL TOTAL	100,000.00	912.27	14,179.84	14.18
	ENTERPRISE FUNDS TOTAL	100,000.00	912.27	14,179.84	14.18
	TRANSFERS IN/OUT TOTAL	26,150.00	1,970.94	6,014.30	23.00
	TRANSFER OUT TOTAL	26,150.00	1,970.94	6,014.30	23.00
	TOTAL EXPENSES	224,250.00	10,366.45	61,720.64	27.52

CLAIMS BY VENDOR

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
1331290	CITY OF DAVENPORT 07/2022 PLANT OPERATIONS	610-815-6413	479.94	479.94		
101322	IOWA AMERICAN WATER WATER UTILITY (CITY HALL)	001-650-6374	14.00	14.00		
530704371	MIDAMERICAN ENERGY ELECTRIC/GAS (CITY HALL)	001-650-6371	27.59	27.59		
531258870	STREET LIGHTING	110-230-6378	63.62	63.62		
101322	WELLS FARGO CONNECTORS (HOME DEPOT)	001-650-6310	7.47			
	INTERNET (MEDIACOM)	001-650-6373	29.99			
	GARBAGE COLLECTION (REPUBLIC)	001-290-6499	814.24			
				851.70		
				=====		
	REPORT TOTAL			1,436.85		

FUND	NAME	TOTAL
001	GENERAL	893.29
110	ROAD USE T	63.62
610	SEWER	479.94
		=====
	TOTAL	1,436.85



CITY OF PANORAMA PARK

RESOLUTION 2022-07

OCTOBER 13, 2022

RESOLUTION OF PANORAMA PARK, IOWA ACCEPTING AND APPROVING TREASURER GARY GLEASON TO WITHDRAW \$150,000.00 FROM THE GREAT SOUTHERN BANK SAVINGS ACCOUNT FOR INVESTMENT IN A CERTIFICATE OF DEPOSIT.

WHEREAS, the Panorama Park City Council would like to maximize the value of excess assets; and,

WHEREAS, the Treasurer has determined that excess General Fund money is available for investment; and,

WHEREAS, the Treasurer recommends purchasing a Certificate of Deposit (CD) to be valued at one hundred fifty thousand dollars (\$150,000.00), at a rate of approximately 3.15% APY, and for a period of eleven (11) months from Great Southern Bank; and,

WHEREAS, the Mayor and City Council of the City of Panorama Park have reviewed the investment policy.

NOW, THEREFORE BE IT RESOLVED by the Panorama Park City Council, that Treasurer Gary Gleason is directed to withdraw \$150,000.00 from the Great Southern Bank Savings Account and purchase a Certificate of Deposit in the amount of \$150,000.00 from Great Southern Bank.

C. Gilbert _____ T. Huber _____ S. Perry _____ S. Rice _____ D. Smith _____

ADOPTED BY THE COUNCIL AND APPROVED THIS 13TH DAY OF OCTOBER, 2022.

Ronald D. Rice, Mayor

I, the undersigned, being duly appointed, qualified and acting City Clerk of Panorama Park, hereby certify that the foregoing Resolution No. 2022-07 is a true, correct and accurate copy as duly and lawfully passed and adopted by the governing body of the City of Panorama Park on the 13th day of October, 2022.

Gary Gleason, City Clerk/Treasurer



CITY OF PANORAMA PARK

RESOLUTION 2022-08

OCTOBER 13, 2022

RESOLUTION OF PANORAMA PARK, IOWA ACCEPTING AND APPROVING OF THE AMENDMENT TO THE 28E AGREEMENT WITH THE CITY OF BETTENDORF FOR SNOW AND ICE REMOVAL OF CITY STREETS WITHIN THE CITY LIMITS OF PANORAMA PARK.

WHEREAS, The City of Panorama Park desires to have the City of Bettendorf provide snow and ice removal service on City streets within the City limits of Panorama Park; and

WHEREAS, the City of Bettendorf has agreed to cooperate on snow and ice removal for City of Panorama Park streets; and

WHEREAS, the Panorama Park City Council has considered the proposed amendment to the 28E agreement with the City of Bettendorf for snow and ice removal.

NOW THEREFORE, BE IT RESOLVED by the City Council of Panorama Park, Iowa, that the amendment to the 28E agreement for snow and ice removal with the City of Bettendorf, is hereby adopted; and

BE IT FURTHER RESOLVED by the City Council of Panorama Park, Iowa, that Mayor Rice is authorized to sign the agreement.

C. Gilbert _____ T. Huber _____ S. Perry _____ S. Rice _____ D. Smith _____

ADOPTED BY THE COUNCIL AND APPROVED THIS 13TH DAY OF OCTOBER, 2022.

Ronald D. Rice, Mayor

I, the undersigned, being duly appointed, qualified and acting City Clerk of Panorama Park, hereby certify that the foregoing Resolution No. 2022-08 is a true, correct and accurate copy as duly and lawfully passed and adopted by the governing body of the City of Panorama Park on the 13th day of October, 2022.

Gary Gleason, City Clerk/Treasurer

**CITY OF BETTENDORF
SNOW AND ICE CONTROL PROCEDURES**

1. PURPOSE

The purpose of these procedures is to establish the City of Bettendorf’s policy and level of service in respect to the management of snow or ice and maintenance of its road system during the winter months. It will also serve as a practical guide for cost effective snow removal operations in the City of Panorama Park. This Manual supersedes all previously written policies of the City on snow and ice control operations.

Every snow and ice event is unique; however the response of our staff will be consistent with the policies and procedures outlined in this document. Field conditions will always warrant changes as the event progresses, but the goal of providing excellent customer service through efficient snow and ice control at the best price while maintaining the safety of the traveling public will always take precedence.

2. IMPLEMENTATION

These procedures shall be in effect during normal winter operations at times when weather conditions could cause accumulation of frost, sleet, ice, and snow on City streets.

3. SNOW REMOVAL POLICY

The City of Bettendorf’s standard for snow/ice control is to achieve bare pavement on public streets within twenty-four (24) hours following the cessation of snowfall from an average storm of 4” to 6”. This policy will also be implemented for the City of Panorama Park.

4. PRIORITIES FOR SNOW AND ICE CONTROL OPERATIONS

In order to make the most efficient use of available resources, we have established priorities using the assumption that the severity of a storm is not beyond the normal capabilities of the City’s snow removal resources. Depending on the nature of the snowstorm, deviations could occur. The established priorities are as follows:

- Arterial Streets 1st Priority
- Collectors 2nd Priority
- Local Roads and Cul-de-Sacs 3rd Priority

5. DEFINITIONS

a. Winter Maintenance Season

The winter maintenance season shall begin on November 15th and end of March 31st and/or when weather conditions could cause accumulation of frost, sleet, ice, and snow on City streets, recreation trails, and public parking lots. This period is also referred to as Stand-by.

b. Supervisor

A “Supervisor” is defined as the person who is directing the snow/ice removal operations for the City of Bettendorf. These individuals include: Director of Public of Public Works, Public Works Operation Manager, Streets and Solid Waste Supervisor, and/or any other individual on the Public Works management team who may be assigned the responsibility of Supervisor.

c. Shift Leader

A “Shift Leader” it is defined as the AFSCME union person who is coordinating the snow/ice removal operations of one of the two (2) shifts.

d. Stand-By Employees

Designated personnel who are available for snow/ice control operations during the winter maintenance season or Stand-by period. Employees in this category shall be furnished a cell phone, must answer a cell phone or text and report for work within forty (40) minutes from the time of the notification. Employees officially designated as stand-by shall be compensated at the rate as established by the City.

These personnel include those listed for duty in large trucks as well as those operating pickup trucks for cul-de-sac areas and parks and other City facilities. All crews include first substitutes who carry cell phones and draw standby pay.

e. First and Second Substitutes

First subs are personnel who carry cell phones, are on call and draw stand-by pay just like the stand-by crews for large trucks and pickup trucks in cul-de-sacs. Second subs are equally qualified personnel who will not carry cell phones, will not draw stand-by pay, unless they are designated a first sub or stand-by.

6. CALL-OUT PROCEDURES- LARGE PLOW TRUCKS

City of Bettendorf snow and ice control crews shall be called for duty by the Police Department, when in their opinion, the streets are or will become hazardous. This call is transmitted to the Operations Division of Public Works during normal business hours (7:00 a.m. to 4:00 p.m. Monday through Friday) or the appropriate shift leader after hours and on weekend/holidays.

During normal business hours, designated employees will continue to perform their regular duties within their assigned departments until such time as a snow/ice alert is called. This alert may be preceded by a call for select personnel to perform anti-icing operations in advance of the first precipitation. The primary emphasis for this is arterial and major collector streets. The City may then apply anti-icing material in residential areas as time and conditions allow. Most employees who are designated as stand-by will be keeping close watch on the weather, so the call for snow/ice control operations is generally not a surprise. Route salting and plowing will begin as soon as snow/ice is accumulating on the pavement. Work will continue on arterial and collector streets until such time as the operation has produced relatively clear pavement.

7. CALL-OUT PROCEDURES- CUL-DE-SAC CREWS

The Shift Leader for the large plow truck crews will make a determination when to call the cul-de-sac crews during normal business hours, as well as after hours and on weekends/holidays.

This call will be made by telephone to the A or B Team cul-de-sac crew leader approximately one (1) hour prior to the start of residential street clearing. The crew leader will, in turn, contact all members of his crew by cell phone. These employees will call the crew leader's voice mail to indicate their response and proceed to come to work. The cul-de-sac crew leader (or designee) will check the voice mail number to confirm the call out. Cul-de-sacs will be maintained to the same standard as other residential streets, except salt may not be applied by the large plow trucks for accumulations of less than one inch (1") of snow. When snow has accumulated to greater than one inch (1") and appears to be forecast for more, even though the large plow trucks have not progressed to residential streets, the cul-de-sac crew may be called out to report to the shift leader.

8. PUBLIC STREET SHIFT ASSIGNMENT SYSTEM

Response to snow and ice events is a team effort with Public Works Operations Division personnel as primary responders. To effectively provide coverage during snow and ice events, twenty four (24) hour operations are often necessary. Operations Division personnel comprise the City of Bettendorf's

snow and ice event team, and they are divided as equally as possible, into two (2) teams, “A Team” and “B Team”, in accordance with the procedures contained herein to provide the required coverage within the designated snow routes.

The Snow Teams will work twelve (12) hour shifts from 10 a.m. to 10 p.m. or 10 p.m. to 10 a.m. and alternate shifts as first responders for each snow/ ice event.

9. ICE CONTROL PROCEDURES

Ice control procedures are used to break and/or prevent the bond of ice to the pavement. The on duty shift leader will have the discretion to modify the rates and types of ice control based upon weather and street conditions.

Anti-icing is defined as the application of ice control materials prior to a winter weather event. The intent is to delay or prevent the bond of ice and/or melted snow to a pavement surface.

The City of Bettendorf may utilize anti-icing procedures when weather forecast and pavement temperatures indicate that their use will help prevent the bond of ice to the pavement. The anti-icing materials and/or chemicals will be applied on arterial streets and trouble areas first. As time and materials allow, staff will anti-ice collectors and local roads. The anti-icing materials may be applied well in advance of an impending winter weather event.

Sodium Chloride (NaCl) road salt will be procured on an annual basis through the Iowa Department of Transportation (IDOT). An estimated annual amount will be procured and delivery will occur in advance and during the winter season. Salt storage will be stored inside one of our three (3) salt storage structures and the Public Works Maintenance Facility.

When pavement temperatures are low and the pavement is initially dry, the use of salts should be delayed as long as possible to avoid the formation of ice re-freezing on the roadway surface.

Liquid Calcium Chloride (CaCl) will be purchased on an as needed basis and will be stored on site. The use of calcium chloride will be limited to extreme low temperature applications.

Road salt will be used in conjunction with a pre-wet system prior to spreading when conditions warrant. The pre-wetting allows the melting process to be expedited and to be effective at a lower temperature which leads to less salt demand. Using less salt aids in the ability to help control costs and lessen the impact of deicing chemicals on the environment.

10. SNOW CONTROL PROCEDURES

The depth and timing of snow accumulation, weather forecasts and traffic volumes, will normally dictate when snow plowing operations will begin. Plowing will take place during a storm as needed in an attempt to keep the accumulation on the pavement surface less than desired guidelines.

It is important to remember that plowing while a winter weather event is ongoing will not necessarily leave the street in a finished state. It is common for snow fall rates to be high enough to give the appearance that a street has not been plowed even though the plow may have made a pass very recently. Only after the winter weather event has ended can final cleanup commence and the streets begin to be returned to normal conditions. There may be several passes of plow equipment required to fully plow a street curb to curb.

Snow plow equipment will need to maintain certain speeds while plowing in order promote efficient

movement of snow and to ensure that snow does not adhere to the plow blade.

If weather forecasts indicate a significant increase in pavement temperatures during or after a storm event, supervisors will have discretion regarding plowing and/or deicer applications. If forecasts indicate that the snow and/or ice will dissipate in a time period deemed reasonable by the Public Works Director or their designee, applicable procedures will be implemented. With the environmental and budgetary impacts of deicers, informed decisions and practices need to be utilized in the City of Bettendorf's operational plan.

11. EQUIPMENT

The City utilizes many different types of equipment during snow and ice control operations. The equipment utilized is chosen to fit the job that must be performed at that time.

For snow plowing activities the City typically utilizes reversible plows and "V" plows. In addition, the City utilizes wing plows on several of our routes for more efficient and effective plowing operations.

12. EQUIPMENT MAINTENANCE AND REPAIR

As in all maintenance operations, successful snow and ice control depends upon the skillful use of manpower, personnel, equipment, and material. The efficient and economical control of ice and snow depends on the availability and use of the proper equipment. Equipment maintenance and repair involves a well-planned program that is in progress throughout the year. The program includes routine inspection, maintenance, and repair of equipment utilized in snow removal operations.

The City garage will provide support to all departments for maintenance of snow/ice control equipment. Two (2) mechanics will be on stand-by at all times during the winter maintenance season and draw stand-by pay.

Each employee assigned to a vehicle during the winter maintenance season shall have all salt spun off, washed and ready for the next mission at the end of each operational period.

13. WEATHER FORECASTING

The City of Bettendorf does not employ the services of a private weather forecasting service. Public Works staff will monitor commercially available web based forecasts (i.e. Weather Underground, Weather.com), government forecast information (National Weather Service), Iowa DOT Road Conditions, and local television news forecasts (WHBF, KWQC, WQAD). The Public Works Director and/or the Public Works Operations Manager will attempt to keep other City departments informed of all potential winter weather events beginning around forty eight (48) hours in advance of the event. Past experience has shown forecasting farther out than forty eight (48) hours is extremely variable. Information is typically emailed out with timing of the storm and anticipated response from City Crews.

The City will use all of this information to formulate a response to impending winter weather. The timing, duration, and temperatures involved in a winter weather event will dictate the scope of the response from the City of Bettendorf.

14. MONITORING AND NOTIFICATION OF ICE AND SNOW ACTIVITY

During normal working hours, (7:00 a.m. to 4:00 p.m., Monday through Friday), the management team of the Public Works Operations Division will observe weather conditions and initiate the appropriate response for snow and ice removal with the assistance of the Police Department.

During off-duty hours, weekends and holidays, the on-call Supervisor and the Police Department, will monitor weather and road conditions. In the event of inclement weather, the on-call Supervisor will initiate the appropriate response action.

15. COMMUNICATIONS

All operators of snow and ice control equipment will keep in communication with the applicable Shift Leader at all times.

The Shift Leader on duty will be the main line of communication between applicable City staff and the Police Department. The Police Department will assist in advising the Shift Leader with regards to current road conditions. It will be the sole responsibility of the applicable Shift Leader to direct the winter maintenance operations for both the City of Bettendorf and the City of Panorama Park.

Media notifications of emergency parking bans, snow emergency declarations, road closures, and other contact for inquiries regarding road conditions will be made by the Public Works Department.

16. CITIZEN INQUIRIES

All citizen issues concerning snow and ice control efforts will be routed to the Public Works Department Operations Division at (563) 344-4088. The Supervisor will determine appropriate follow-up responses to citizen inquiries.

17. EMERGENCIES

Emergencies are defined as follows, but not necessarily limited to:

- Immediate need for Police, Fire and/or Emergency Medical assistance. If City emergency personnel must leave the public right-of-way to respond to an emergency, snow removal crews may provide necessary assistance such as opening a driveway or parking area to give access to them.

- Isolated problem areas where access is urgently needed before all other areas are handled.

- Icy conditions due to a water main break or clearing of streets due to debris blocking streets or access.

18. SNOW FENCE

The Public Works Department may elect to place snow fence where it could potentially minimize blowing snow from accumulating on the road surface. Snow fence will be placed on private property only with mutual consent between the property owner and the City. The City will have sole discretion as to when and where to place snow fence.

19. DRIVEWAYS & PRIVATE PROPERTY

During snow and ice control procedures by the City, it is common for plowed snow to be pushed and/or thrown back onto sidewalks, driveways, and aprons especially around corners. This unfortunate event results from the need to maintain certain speeds and plow angles to provide efficient and safe snow and ice control. While the City strives to minimize the effects of this thrown snow, it is inherent to snow and ice control activities. Removal of this additional accumulation of material on sidewalks, driveways, or aprons is the responsibility of the abutting property owner.

The City of Bettendorf will not be responsible for damage to turf due to deicing chemicals or from a snow plow blade. This will be the responsibility of the City of Panorama Park. The City of Bettendorf will also not be responsible for damage to any landscaping (hardscaping, plants, irrigations systems, or accessories such as lighting) that is located within the right of way.

20. MAILBOXES

The City of Bettendorf will not be responsible for damaged mailboxes due to winter maintenance activities.

21. FIRE HYDRANTS

During snow and ice control operations, fire hydrants tend to get buried under snow. Residents are asked to review the location of fire hydrants near their properties.

22. REPORTS

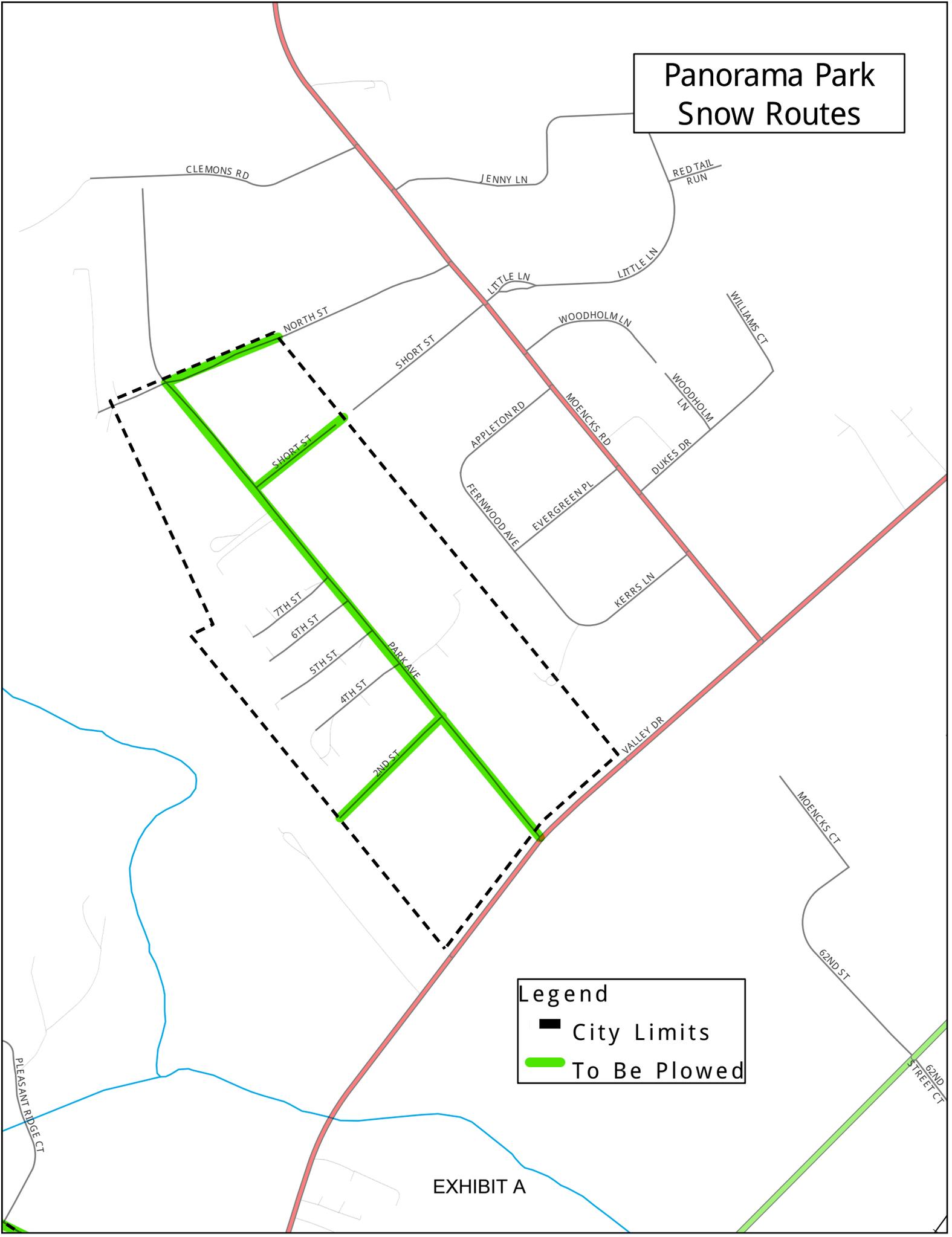
A storm record will be completed by the Bettendorf Public Works Department for each snow event. This record should contain operating times, weather conditions, resources used, and results.

23. DISCLAIMER

These procedures may be affected by at least one or more of the following events which could delay or alter snow and ice control by the City:

- a. Equipment breakdown or manpower shortage
- b. Vehicles disabled in deep snow.
- c. Weather so severe as to cause work to be stopped for the safety of all personnel.
- d. Unforeseen conditions and emergencies.

Panorama Park Snow Routes



Legend

- City Limits
- To Be Plowed

EXHIBIT A

**28E INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BETTENDORF
AND THE CITY OF PANORAMA PARK FOR SNOW AND ICE REMOVAL ON CITY
STREETS WITHIN THE CITY OF PANORAMA PARK**

This 28E intergovernmental agreement (the “Agreement”) is made and entered into pursuant to authority contained in Chapter 28E of the Code of Iowa, 2022, by and between the City of Bettendorf, Iowa, a municipal corporation, (hereinafter referred to as “Bettendorf”) and the City of Panorama Park, Iowa, a municipal corporation, (hereinafter referred to as “Panorama Park”).

WHEREAS, Panorama Park desires to have Bettendorf provide snow and ice removal services on certain City streets within the City limits of Panorama Park for fiscal year 2023; and

WHEREAS, intergovernmental cooperation between units of local government to contract, further combine, or transfer lawful power or function in any manner not prohibited by law or ordinance is authorized by and pursuant to Chapter 28E, of the 2022 Code of Iowa; and

WHEREAS, all aspects of this Agreement are designed and intended to enhance the public health, safety, morals and welfare, as related to the municipalities.

NOW, THEREFORE, in a spirit of comity, and pursuant to the appropriate constitutional and statutory provisions, the parties do hereby agree as follows:

1. The prior agreement for snow and ice removal services within the City of Panorama Park dated July 20, 2021, and approved by Bettendorf at Resolution No. 273-21 is hereby amended by this Agreement.
2. The purpose of this Agreement is to provide a means by which Bettendorf will provide snow and ice removal services to Panorama Park as such services are described in Section 4 of this Agreement.
3. This Agreement shall be effective on the date of approval of this Agreement by the second approving party, and continuing through June 30, 2023.
4. Bettendorf shall provide snow and ice removal on Panorama Park streets (public streets) as shown on Exhibit A (the “Services”). All snow and ice removal measures shall be substantially in conformance to Bettendorf’s policy for snow and ice removal operations whereby Bettendorf endeavors to achieve bare pavement within twenty-four (24) hours following the cessation of snow fall from an average snow storm of 4” to 6”. In the event of a larger storm event, timing and strategies may be adjusted. A copy of operational procedures are attached for reference and made part of this Agreement.
5. The City of Bettendorf shall not be responsible for damaged mailboxes, turf damage, pavement damage, or rocks and debris deposited in adjacent lawns within the right-of-way due to winter maintenance operations. This will be the responsibility of Panorama Park. Panorama Park hereby agrees to defend, indemnify, and hold harmless the City of Bettendorf, and its employees, officers, and public officials from any and all claims arising out of or related to any alleged error or omission in connection with the performance of Services specified in this Agreement.
6. Bettendorf shall provide the Services at a rate of \$150 per hour with a minimum of an hour and a half per event. Bettendorf shall bill Panorama Park monthly and shall include all labor, equipment, and material necessary to perform the Services.

7. Miscellaneous.

- a) **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.
- b) **Venue:** Any and all litigation or actions commenced in connection with this Agreement shall be brought in Davenport, Iowa and Scott County District Court for the State of Iowa. If, however, jurisdiction is not proper in Scott County District Court, the action shall only be brought in the United States District Court, Southern District of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the parties.
- c) **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and shall be binding upon the true successors and assignees of the District and the administrators, successors and assignees of the City. This Agreement in shall be filed with the Iowa Secretary of State as required by Iowa Code section 28E.8.
- d) **Severability:** The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.
- e) **Assignment and Subcontracting:** Neither party may assign this Agreement or subcontract any of the duties in whole or part, without the written agreement of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- f) **Notices:** All notices or other communications to be given under this Agreement shall be deemed given when either personally delivered or mailed by first class mail, postage prepaid, with proper address to the following addresses until otherwise notified:

TO BETTENDORF: City of Bettendorf Attn: City Administrator 1609 State Street Bettendorf, IA 52722	TO PANORAMA PARK: City of Panorama Park Attn: Mayor 120 Short Street Panorama Park, Iowa 52722-5669
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- g) **Headings:** The headings of this Agreement are inserted for convenience of reference only and in no way describe or limit the scope or intent of this Agreement or any of the provisions hereof.
- h) **Third Party Beneficiaries:** There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit Bettendorf and Panorama Park.
- i) **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives with an effective date on the latter of the two (2) dates on which the respective governmental entities authorized and applied signatures.

City of Bettendorf, Iowa

City of Panorama Park, Iowa

By: _____
Robert S. Gallagher
Mayor

By: _____
Ron Rice
Mayor

Date: _____

Date: _____

Attest:

Attest:

By: _____
Decker P. Ploehn
City Clerk

By: _____
Gary Gleason
City Clerk

Attachments:

Snow and Ice Control Procedures
Exhibit A- Street Map



CITY OF PANORAMA PARK

RESOLUTION 2022-09

OCTOBER 13, 2022

RESOLUTION OF PANORAMA PARK, IOWA ACCEPTING AND APPROVING OF AMENDMENT 1 OF THE PROFESSIONAL SERVICES AGREEMENT WITH MSA PROFESSIONAL SERVICES, INC. FOR PHASE 1 OF THE SANITARY SEWER REHABILITATION PROJECT.

WHEREAS, The City of Panorama Park has a prior agreement with MSA to manage Phase 1 of the Sanitary Sewer Rehabilitation Project; and

WHEREAS, MSA has submitted an amendment to the agreement stating that the “Estimated volume of work was greater than actual amount worked” resulting in a \$3000.00 reduction to the lump sum fee; and

WHEREAS, the Panorama Park City Council has considered the proposed amendment.

NOW THEREFORE, BE IT RESOLVED by the City Council of Panorama Park, Iowa, that the amendment is approved and hereby adopted; and

BE IT FURTHER RESOLVED by the City Council of Panorama Park, Iowa, that Mayor Rice is authorized to sign the agreement.

C. Gilbert _____ T. Huber _____ S. Perry _____ S. Rice _____ D. Smith _____

ADOPTED BY THE COUNCIL AND APPROVED THIS 13TH DAY OF OCTOBER, 2022.

Ronald D. Rice, Mayor

I, the undersigned, being duly appointed, qualified and acting City Clerk of Panorama Park, hereby certify that the foregoing Resolution No. 2022-09 is a true, correct and accurate copy as duly and lawfully passed and adopted by the governing body of the City of Panorama Park on the 13th day of October, 2022.

Gary Gleason, City Clerk/Treasurer



**Amendment
No. 1**

**To: City of Panorama Park
Ronald Rice
120 Short Street
Panorama Park, Iowa 52722**

Date of Issuance: August 8, 2022

MSA Project No.: 19924003

This is an amendment to the Agreement dated August 8, 2022 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

Project Name: City of Panorama Park - Sanitary Sewer Rehabilitation

The project scope has changed due to: Estimated volume of work was greater than actual Amount worked..

The scope of the work authorized is: N/A:

The schedule to perform the work is: Approximate Start: August 8, 2022
Approximate Completion: N/A

The lump sum fee for the work is: (\$3,000.00)

Authorization for the work described above shall amend the Agreement between MSA and OWNER. Any attachments or exhibits referenced in this Amendment are made part of the Agreement. Payment for these services will be on a lump sum basis.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

CITY OF PANORAMA PARK

MSA PROFESSIONAL SERVICES, INC.

Ronald Rice
Mayor
Date: _____



Kevin Bailey, P.E.
Team Leader
Date: 9-8-2022

Gary Gleason
City Treasurer
Date: _____

2117 State Street, Suite 200
Bettendorf, Iowa 52722
Phone: (563) 424-3696

120 Short Street
Panorama Park, Iowa 52722
Phone: (563) 293-1293

**ATTACHMENT A
ADJUSTED PSA COMPENSATION**

Original PSA Amount:.....\$14,600.00

Amendment Number 1:.....(\$3,000.00)

Final PSA Compensation:.....\$11,600.00



CITY OF PANORAMA PARK
RESOLUTION 2022-10
OCTOBER 13, 2022

RESOLUTION OF PANORAMA PARK, IOWA ACCEPTING AND APPROVING OF THE PROFESSIONAL SERVICES AGREEMENT WITH MSA PROFESSIONAL SERVICES, INC. FOR PHASE 2 OF THE SANITARY SEWER REHABILITATION PROJECT.

WHEREAS, The City of Panorama Park needs additional repairs to the sanitary sewer system; and

WHEREAS, MSA has submitted a Professional Service Agreement for managing Phase 2 of the Sanitary Sewer Rehabilitation Project for the lump sum fee of \$14,500.00; and

WHEREAS, the Panorama Park City Council has considered the proposal.

NOW THEREFORE, BE IT RESOLVED by the City Council of Panorama Park, Iowa, that the Professional Service Agreement for Phase 2 of the Sanitary Sewer Rehabilitation Project is and hereby approved; and

BE IT FURTHER RESOLVED by the City Council of Panorama Park, Iowa, that Mayor Rice is authorized to sign the agreement.

C. Gilbert_____ T. Huber_____ S. Perry_____ S. Rice_____ D. Smith_____

ADOPTED BY THE COUNCIL AND APPROVED THIS 13TH DAY OF OCTOBER, 2022.

Ronald D. Rice, Mayor

I, the undersigned, being duly appointed, qualified and acting City Clerk of Panorama Park, hereby certify that the foregoing Resolution No. 2022-10 is a true, correct and accurate copy as duly and lawfully passed and adopted by the governing body of the City of Panorama Park on the 13th day of October, 2022.

Gary Gleason, City Clerk/Treasurer



Professional Services Agreement

MSA Project Number:

This AGREEMENT (Agreement) is made today October 13, 2022 by and between PANORAMA PARK (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Panorama Park Sanitary Sewer Rehabilitation – Phase 2

The scope of the work authorized is: See Attachment B.

The schedule to perform the work is: Approximate Start Date: October 17, 2022
Approximate Completion Date: January 1, 2022

The lump sum fee for the work is: \$14,500.00

The retainer amount required is: \$0.00

NOTE: The retainer will be applied toward the final invoice on this project.

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Payment for these services will be on a lump sum plus reimbursable basis. A list of reimbursable expenses is on the attached rate schedule and made part of this Agreement.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF PANORAMA PARK

MSA PROFESSIONAL SERVICES, INC.

Ronald Rice

Mayor

Date: _____



Kevin Bailey, P.E.

Team Leader

Date: October 5, 2022

Clerk Name (Signature)

2117 State Street, Suite 200

Bettendorf, Iowa 52722

Phone: (563) 424-3696

Clerk Name (Printed)

120 Short Street

Panorama Park, Iowa 52722

Phone: (563) 293-1293

**ATTACHMENT A:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects.....	\$115 – \$175/hr.
Clerical.....	\$ 80 – \$125/hr.
CAD Technician.....	\$ 95 – \$150/hr.
Geographic Information Systems (GIS).....	\$ 75 – \$146/hr.
Housing Administration.....	\$ 82 – \$125/hr.
Hydrogeologists.....	\$127 – \$160/hr.
Planners.....	\$ 90 – \$180/hr.
Principals.....	\$175 – \$369/hr.
Professional Engineers.....	\$ 92 – \$200/hr.
Project Manager.....	\$ 150 – \$242/hr.
Professional Land Surveyors.....	\$ 87 – \$180/hr.
Staff Engineers.....	\$ 80 – \$150/hr.
Technicians.....	\$ 70 – \$132/hr.
Wastewater Treatment Plant Operator.....	\$ 80 – \$ 100/hr.

REIMBURSABLE EXPENSES

Copies/Prints.....	Rate based on volume
Specs/Reports.....	\$10
Copies.....	\$0.20/page
Plots.....	\$0.15/sq.in.
Flash Drive.....	\$10
GPS Equipment.....	\$28/hour
Laser Level.....	\$10/per day
Mailing/UPS.....	At cost
Mileage – Reimbursement (currently \$0.56/mile).....	Rate set by Fed. Gov.
Mileage – MSA Vehicle.....	\$35 + \$0.30 mile
Nuclear Density Testing.....	\$25.00/day + \$10/test
Organic Vapor Field Meter.....	\$100/day
PC/CADD Machine.....	Included in labor rates
Robotic Survey Equipment.....	\$37/hour
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing.....	At cost
Geodimeter.....	\$30/hour

* Labor rates represent an average or range for a particular job classification. These rates are in effect until December 25, 2021.

ATTACHMENT B: SCOPE OF WORK

UNDERSTANDING:

The City of Panorama Park has requested that MSA prepare contract documents for the rehabilitation of the sanitary sewers defined in MSA's February 2020 Report of their Evaluation of Sanitary Sewer and Manholes that are rated a Level 3 by MSA Professional Services. These sewers are the lines from Manhole 13903 to Manhole 12831 and from Manhole 12815 to Manhole 13904. In addition, Manholes 12827 and 12714 are to be rehabilitated. These sewers and manholes are also identified by the coded color of yellow.

Furthermore, there are sanitary service laterals that were not grouted as part of the Phase 1 construction effort because of their poor condition. Notification of these laterals was given the same day that the work was being completed. Therefore, MSA determined this work was to be put on hold until there was a Phase 2 of the Sanitary Sewer Rehabilitation. These service laterals will be repaired and grouted as part of this phase.

At this time, it is assumed the City of Panorama Park will not partner with the City of Riverdale on rehabilitation projects.

For this Professional Services Agreement, the following scope of work will be performed by MSA:

SCOPE OF WORK:

1. MSA will prepare contract documents (i.e, plans, specifications, and a project manual). Assessment of specific actions and repairs is based on televising provided by the City of Bettendorf and dated September 2019. In addition, specific sanitary lateral repairs that remain to be completed from Phase 1 work is based on an e-mail from Visu-Sewer dated June 2022.
2. The contract documents will include plans locating the sanitary sewers to be lined and the laterals to be repaired. These plans will identify the existing laterals that provide a sanitary connection to existing homes.
3. MSA will prepare plans for sanitary manholes that require rehabilitation but do not connect to sanitary sewers that are also being rehabilitated.
4. MSA will prepare a quantity take off and an opinion of the probable construction cost.
5. MSA will submit to the Iowa Department of Natural Resources for a permit.
6. Upon receiving the permit, or the City receiving the permit, MSA will coordinate bidding dates with the City.
7. MSA will perform the administrative work in bidding this project.
8. MSA will lead a bid opening at City Hall.

9. MSA will review all bids.
10. Unless the bids are well out of character, MSA will submit a recommendation to award to the City.
11. Upon authorization to proceed, MSA will assist the City and selected Contractor in executing the Contract for this project.
12. Upon submittal of the executed Contract to the City, this project shall be considered complete.

ASSUMPTIONS:

1. The City of Panorama Park will provide MSA with a check for permit fees for submission to the Iowa Department of Natural Resources.
2. MSA will furnish the City of Panorama Park with a doc file that will be a suggested advertisement to publish for bidding. It is the responsibility of the City of Panorama Park to publish the bidding advertisement in their official publication.
3. If the City of Panorama Park does partner with the City of Riverdale prior to MSA commencing upon this project, MSA will prepare an amendment to reduce Panorama Park's fee for this project.
4. MSA's review of the City's manholes did not reveal hazardous materials. If hazardous materials are revealed or discovered during the preparation of these plans, MSA will assist the City in addressing this issue for an additional fee.
5. Because the original televising was performed in 2019, and because digital files or VHS tapes are not available to review, it is possible the subject sewers may have additional issues that cannot be identified until work on them begins. MSA will make adjustments in the number of lateral connections to be repaired in an attempt to avoid Change Orders for which there is not time for Council authorization

**MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Iowa.

19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Iowa for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.