



CITY OF CASCADE, IOWA
PARK BOARD AGENDA
MONDAY, DECEMBER 4, 2023, 5:00PM AT
Cascade City Hall, 320 1st Ave West

1. Call Meeting to Order
2. Roll Call
3. Approve the Agenda
4. Public Comment
5. Approve Meeting Minutes from November 14, 2023
6. Month-End Financial Reports – November 2023
7. Pickleball Project Discussion
8. Recommendation to City Council on Future Pickleball Location and Request to Collect Donations
9. Discussion with Cascade Future Fields and Recreation Inc on Ballfield Projects
10. Recommendation to City Council on Funding for Ballfield Consultant Fees
11. Approval of 2024 Pool Pass Fees
12. Playground Equipment for Park near Oak Hill Update
13. Dog Park Update
14. Other Business
15. Adjournment

SHOP LOCAL, BUY LOCAL

Park Board Meeting Minutes
November 14, 2023

The November 14, 2023 Cascade Park Board meeting was called to order by Chairman Rausch at 5:00 p.m. at the Cascade City Hall.

Board members present: Rausch, Simon, McLees, Manternach, Orr

Others present: Lisa Kotter, Pickleball Representatives

Motion Manternach, second Orr to approve the agenda – all ayes, motion carried.

Motion McLees, second Simon to approve the October 2, 2023 Board minutes – all ayes, motion carried.

The Board went over the financial reports for the park and pool for September and October 2023. Motion McLees, second Simon to approve the financials - all ayes, motion carried.

The Board was given updates on Pickleball, Park Playground, and the dog park.

The Pickleball group is ready to start fundraising. Funds will go through the Cascade Enhancement Committee but that group requested to not receive funds until after January 1. Prior to any fundraising, the Board wants to invite the neighbors to park in Oak Hill to the next meeting in December for input. After that discussion, the Board will discuss making two recommendations to the City Council. One would be on a future location for the courts and the second would be to allow fundraising to take place.

Motion McLees, second Manternach adjourn the meeting at 5:40 p.m. – all ayes, motion carried.

Respectfully submitted by

Lisa A. Kotter, City Administrator

G/L REVENUE HISTORY REPORT FROM 11/2023 TO 11/2023

*Park
Rev*

ACCOUNT NUMBER	ACCOUNT NAME	(FISCAL 5/2024 TO 5/2024)	AMOUNT
DATE	JOURNAL RECEIVED FROM/ALPHA ID	RECEIPT NO REF/DESCRIPTION	
001-430-4700	DONATIONS - PARK		
11/28/23	RM0150 CASCADE COMM ENHANCEMENT COMM	434 PARK DONATIONS OAK HILL PARK	31,555.22
	ACCOUNT TOTAL		----- 31,555.22
		REPORT TOTAL	=====
			31,555.22

G/L REVENUE HISTORY REPORT FROM 11/2023 TO 11/2023

Pool

ACCOUNT NUMBER DATE	ACCOUNT NAME JOURNAL RECEIVED FROM/ALPHA ID	(FISCAL 5/2024 TO 5/2024) RECEIPT NO REF/DESCRIPTION	AMOUNT
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REPORT TOTAL

=====

.00

Rev

G/L EXPENSE HISTORY REPORT
FROM 11/2023 TO 11/2023

*Park
Expense*

ACCOUNT NUMBER	ACCOUNT NAME	(FISCAL 5/2024 TO 5/2024)			AMOUNT	
DATE	JRNL	NAME/OTHER REFERENCE	PO NUMBER	INVOICE	CHECK NO REF/DESCRIPTION	
001-430-6310	BUILDING REPAIR/MAINT					
11/14/23	AP2039	STOLL CINDY		OCT2023	7048 CLEANING SERVICES	260.00
		ACCOUNT TOTAL				260.00
001-430-6331	FUEL					
11/14/23	AP2039	MCDERMOTT OIL		11152023	65422 FUEL CHARGES	168.80
		ACCOUNT TOTAL				168.80
001-430-6371	UTILITIES					
11/14/23	AP2039	CASCADE MUNICIPAL UTILITI		NOVEMBER2023	65409 CITY UTILITY BILLS DUE NOV2023	254.04
		ACCOUNT TOTAL				254.04
001-430-6507	MISC OPERATING SUPPLIES					
11/14/23	AP2039	CITY LAUNDERING		1943794	7030 UNIFORMS/SUPPLIES	3.65
11/14/23	AP2039	CITY LAUNDERING		1946079	7030 UNIFORMS/SUPPLIES	17.83
11/14/23	AP2039	CITY LAUNDERING		1948353	7030 UNIFORMS/SUPPLIES	3.65
11/14/23	AP2039	GASSER FARM & HARDWARE		29037	65416 ANTIFREEZE-WINTERIZE PARKS	143.64
11/28/23	AP2044	CITY LAUNDERING		1952883	7084 UNIFORMS/SUPPLIES	3.65
11/28/23	AP2044	CITY LAUNDERING		1950643	7084 UNIFORMS/SUPPLIES	17.83
		ACCOUNT TOTAL				190.25
					REPORT TOTAL	873.09

G/L EXPENSE HISTORY REPORT
FROM 11/2023 TO 11/2023

Page *1*
Pool Expense

ACCOUNT NUMBER	ACCOUNT NAME	(FISCAL 5/2024 TO 5/2024)			AMOUNT	
DATE	JRNL	NAME/OTHER REFERENCE	PO NUMBER	INVOICE	CHECK NO REF/DESCRIPTION	
001-460-6371	UTILITIES					
11/14/23	AP2039	CASCADE MUNICIPAL UTILITI		NOVEMBER2023	65409 CITY UTILITY BILLS DUE NOV2023	12.37
		ACCOUNT TOTAL				----- 12.37
001-460-6507	MIS OPERATING SUPPLIES					
11/14/23	AP2039	GASSER FARM & HARDWARE	29002		65416 ANTIFREEZE FOR WINTERIZE POOL	23.94
11/14/23	AP2039	PARTS AUTHORITY	29224		7044 POOL PRIMER	23.96
		ACCOUNT TOTAL				----- 47.90
					REPORT TOTAL	=====
						60.27



A Place We Call Home

City of Cascade
320 1st Avenue West
P.O. Box 400
Cascade, Iowa 52033
Ph. 563-852-3114

November 27, 2023

**Park Board to Discuss Pickleball Courts at
the Park Adjacent to Oak Hill Subdivision**

On Monday, December 4, 2023 at 5:00 p.m. at City Hall the Park Board will be discussing the idea of placing pickleball courts in the park near your house. The Pickleball Players would like to begin fundraising. Prior to a Park Board recommendation to the City Council to fundraise, we are inviting neighbors in this area to the Park Board meeting. If you are interested in the discussion, please feel free to attend the meeting, call me or email me at the contact information below.

If there are any questions or concerns, please contact me at (563) 852-3114 or admin@citycascade.com.

Sincerely,

Lisa A. Kotter
City Administrator

SHOP LOCAL, BUY LOCAL



SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of May 19, 2023 (“Effective Date”) between City of Cascade (“Owner”) and Hall & Hall Engineers Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Master Planning and Civil Engineering Professional Services for the proposed Youth Baseball and Softball Complex. The subject parcel is located west of Farley Road and north of 2nd Avenue in Cascade, Iowa. This stage of design includes master planning and background involvement in the Owners fundraising efforts. (“Project”).

Engineer’s Services under this Agreement are generally identified as follows:

A. Master Planning

1. Prepare basemap for planning purposes using available online information.
2. Facilitate kick-off meeting with the Owner (and project stakeholders) to discuss objectives/goals for the proposed Project. Owner to provide list of project stakeholders groups to Engineer who have an interest in the outcome or impact of this Project.
3. Due Diligence/Research:
 - a. Research routes of sanitary sewer, storm sewer and water main through the site. We anticipate obtaining utility maps (from Owner or City).
 - b. Research existing public and franchise utilities to determine any proposed extensions that will be required to serve this Project.
 - c. Review irrigation needs and evaluate water sources for irrigation.
4. Prepare up to 2 concept plan iterations of possible amenities and field layout configurations for the subject parcel.
5. Prepare image / inspiration board (i.e. example illustrations of built projects).
6. Meet with Owner to review master plans and image board. Select preferred option and gather input from the Owner to incorporate into the final master plan.
7. Prepare final master plan (Including rough grading plan) and image board.
8. Prepare rough budget cost estimate of proposed improvements.
9. Meet with owner to review final master plan and cost estimate.
10. Facilitate Public Open House Meeting
 - a. Present Master Plan and visualization materials to community.

B. Visualization/Illustrative Renderings

1. Perform site visit to collect photo inventory of the project site and surrounding neighborhood.
2. Develop and prepare a conceptual level 3D virtual model of the proposed Project. Utilization of the 3D model will assist the decision-making process for Owner, stakeholders and neighboring properties. The 3D model will allow interested parties to visualize the line of sight from various vantage points and to get a better sense of scale of the Project. The conceptual level site fly-through of the Project will be used for public information, City meeting and fundraising efforts.
3. Prepare and provide illustrative renderings and site perspective exhibits. Engineer will provide up to 4 near photo realistic still renderings (i.e. perspectives) including one rendered site plan for assistance with public meetings and fundraising efforts.

4. Revise 3-D model or still renderings as directed by the owner (up to 16 hours)
- C. Website Development
1. Prepare a website containing up to 3 pages for fundraising purposes. Website narrative content and logo development, by others.
 2. Website will include the following:
 - a. Information about the project site.
 - b. Information about the community and how the site will be utilized.
 - c. Any rendered material from the 3D model. (i.e. images and/or flythrough video)
 - d. Virtual walkthrough via multiple single point 360 panoramas as presented in the interview.
 - e. A link to a fundraising collection source. (i.e. *Community Foundation of Greater Dubuque*)
 3. After initial set up, the webpage login credential will be turned over to the owner to update and monitor user input.
- D. Meetings and/or Fundraising Assistance (if requested by Owner)
1. Attend and/or facilitate meetings in addition to those noted above.
 2. Provide writeups for website
 3. Coordinate with fundraising collection source

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding N/A months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer 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 between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and

consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys’ fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other’s employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer’s total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer’s scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly not to exceed fee (unless otherwise noted) Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s

SERVICE	FEES
A. Master Planning	\$19,000
B. Visualization Model and Fly Through	\$8,000
C. Website Design	\$3,500
D. Meetings and/or Fundraising Assistance	(note 3) Hourly
Estimated Expenses (Mileage, GIS Parcels, Presentation Boards Etc.)	\$550

**Expenses will be tracked separately per Note #2 below.*

1. Engineer’s Standard Hourly Rates are attached as Appendix 1
 2. Owner to pay all fees and expenses for the project with no mark up. Fees shall include Mileage, GIS Parcels, Presentation Boards etc..
 3. The Engineer will send written notice and is to receive authorization to proceed prior to proceeding with an hourly fee task.
- 7.02 *Additional Services:* For additional services of Engineer’s employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any. Engineer’s standard hourly rates are attached as Appendix 1.

Attachments: Appendix 1, Engineer's Standard Hourly Rates, Appendix 2, Special Provisions

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

City of Cascade _____

320 1st Avenue W _____

Cascade IA 52033 _____

ENGINEER:

By: Loren Hoffman _____

Title: Private Team Leader _____

Date Signed: May 19, 2023 _____

Engineer License or Firm's Certificate
Number: 421308857 _____

State of: Iowa _____

Address for giving notices:

Hall & Hall Engineers Inc. _____

1860 Boyson Road _____

Hiawatha IA 52233 _____

This is **Appendix 1, Engineer’s Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated May 19, 2023

Engineer’s Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. Hourly rates for services performed on or after the Effective Date are:

POSITION	LEVEL		
	I	II	III
Team Leader	\$145/hour	\$150/hour	\$160/hour
Project Manager	\$135/hour	\$140/hour	\$150/hour
Associate Team Leader	\$110 /hour	\$120/hour	\$135/hour
Project Coordinator	\$90/hour	\$105/hour	\$120/hour
Project Engineer	\$115/hour	\$120/hour	\$135/hour
Design Engineer	\$100/hour	\$105/hour	\$115/hour
Civil Engineering Technician	\$90/hour	\$100/hour	\$110/hour
Project Landscape Architect	\$115/hour	\$120/hour	\$135/hour
Design Landscape Architect	\$100/hour	\$105/hour	\$115/hour
Landscape Architect Technician	\$90/hour	\$100/hour	\$110/hour
Project Surveyor	\$130/hour	\$135/hour	\$145/hour
Lead Field Surveyor	\$110/hour	\$120/hour	\$130/hour
Design Surveyor	\$85/hour	\$105/hour	\$120/hour
Field Surveyor	\$95/hour	-----	-----
Construction Administrator	\$115/hour	\$130/hour	\$140/hour
Construction Observer	\$90/hour	\$105/hour	\$120/hour
Administrator	\$75/hour	\$90/hour	\$105/hour
Intern	\$55/hour	\$65/hour	-----
Aerial Field Surveyor	\$135/hour		
Aerial Data Processing	\$130/hour		
Expert Witness	\$200/hour		
Traffic Data Collector	\$95/hour for staff & \$50/hour for intern		
Mileage – Personal Vehicle	\$0.66/mile		
Mileage - Company Truck	\$0.87/mile		

This is **Appendix 2, Special Provisions**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated May 19, 2023

Special Provisions to this Agreement

Modify paragraph 2.01A as follows:

Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum rate of interest permitted by law, if less). If any portion or all of an account remains unpaid 90 days after the invoice date, the Owner shall pay all costs of collection, including reasonable attorney's fees and said accounts may be assigned to a credit agency, be the basis of mechanics liens, or any and all other debt collection remedies available. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal. Invoices paid by credit card will be charged an additional 4% service charge.

Additional Terms and Conditions

Access to Site: Unless otherwise stated, the Engineer will have access to the site for activities, but has not included in the fee the cost of restoration of any resulting damage.

Information Provided By Others: Owner shall furnish at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's consultants and contractors.

Hazardous Materials: The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer and its sub-consultants from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory

liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Engineer.

Certifications, Guarantees and Warranties: The Engineer shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Engineer cannot ascertain.

Fiduciary Responsibility: The Engineer shall not offer any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by the Engineer or any of its sub-consultants, as a consequence of the Engineer entering into this Agreement with the Owner.

Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the Owner understands that the Engineer has no control over the cost or availability of labor, equipment or materials, or over market conditions or the method of pricing, and that the Engineer's opinions of probable construction costs are made on the basis of the Engineer's professional judgment and experience. The Engineer makes no warranty, express or implied, that the bids or the negotiated cost of Project construction will not vary from the Engineer's opinion of probable construction cost.

Validity of Pricing for Services: The scope, schedule and compensation listed for services in this Agreement shall be valid for 30 days from the date Engineer has signed the agreement. Scope, schedule and compensation are subject to change after the above 30 days have expired.

Mutual Indemnification

The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees against damages arising directly from the Engineer's negligent performance of the services under this Agreement and that of its sub-consultants or anyone for whom the Engineer is legally liable. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that Engineer has no duty to defend the Owner from and against any claims, causes of action, or proceedings of any kind.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors and employees against damages arising directly from the Owner's negligence of the services under this Agreement and that of its contractors, subcontractors or consultants or anyone for whom the Owner is legally liable. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that Owner has no duty to defend the Engineer from and against any claims, causes of action, or proceedings of any kind.

Neither the Owner nor Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or the negligence of others.

Clarification to the Definition of Engineer

For the purposes of this Agreement, services provided by the Engineer may include land surveying, landscape architecture, and environmental services in addition to civil engineering.

Clarification to the Definition of Owner

For the purposes of this Agreement, the Owner may be a general contractor, sub-contractor, individual, corporation, non-profit, consultant, and any other type of entity for which the Engineer is providing services.

Electronic Data Release

The owner exercises the right to request that the Engineer provide a copy of their electronic survey, design and/or data file(s) pertaining to this project. Said electronic file(s) may be preliminary and may not be complete or in final form and shall not be intended for construction use. Owner's use or reuse, reproduction, dissemination, and/or review (both internally and externally) shall be at the Owner's risk and full legal responsibility. Owner shall be fully and solely responsible for reconciling of said electronic files with final certified hard copies produced by the Engineer. Only the final certified hard copies of the survey, design and/or data files shall be the official plans and documents for the project.

By signing this agreement the Owner does hereby agree to indemnify and hold the Engineer, it's manager(s), member(s), officers, agents and employees harmless from any claims, suits, damages, liability, demands or costs, including attorney fees resulting from or arising out of the use or misuse of said electronic survey, design and/or data file(s) by Owner. In the event of suit for breach and/or enforcement of this agreement, Owner agrees to pay all attorney fees incurred by Engineer.

The Engineer retains ownership and a property interest in all electronic data prepared to complete the Engineer's services, including AutoCAD Drawing files ("CAD Data"). Upon Owner's request for CAD Data and signing Engineer's release form, Engineer will furnish CAD Data to Owner or others designated by the Owner. CAD Data will include two-dimensional horizontal line data needed to establish horizontal alignments and control. The furnished data, along with control points, elevations and grades shown on Engineer's plans can be used by others for construction surveys. Engineer will not provide construction survey support to others using Engineer's CAD Data.

2023 Pool Fees

ADMISSION AND FEES

Individual Season Pass	\$85 / person
Family Season Pass (immediate family)	\$175 / family
Family Season Pass (immediate family plus one caregiver)	\$200 /family

Regular Daily Admission (anyone over the age of 2)	\$5
5 Day pool pass	\$20

PRIVATE POOL PARTIES

\$250 /2 hours (up to 50 ppl)
\$300 / 2 hours (over 50 ppl)

Need to decide on 2024 Fees as people want to make pass purchases for Holiday gifts.