

**NOTICE AND CALL OF PUBLIC MEETING**

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA

DATE OF MEETING: MARCH 14, 2014

TIME AND PLACE OF MEETING: 9:45 A.M. AT CRESCO CITY HALL

PUBLIC NOTICE IS HEREBY GIVEN THAT THE ABOVE MENTIONED GOVERNMENTAL BODY WILL MEET AT THE DATE, TIME AND PLACE SET OUT ABOVE. THE TENTATIVE AGENDA FOR SAID MEETING IS AS FOLLOWS:

ROLL CALL: CARMAN, BOUSKA, McGEE, McCARVILLE, LOVELESS

BUSINESS: There may be action taken on each of the items listed below.

1. Approval of Temporary Class C Liquor License (LC) (Commercial) with Outdoor Service for M&M Lounge LLC d/b/a M&M Lounge for March 15-16, 2014
2. Approval of amended Street Closing on South Park Place to Extend the Closure from March 15<sup>th</sup> at 8:00 am to March 16, 2014 at 11:00 AM for the Brew & Stew
3. Discuss Trees on Granger Road
4. Discuss Hospital's Watermain Break

COMMENTS FROM AUDIENCE:

ADJOURN:

THIS NOTICE IS GIVEN AT THE DIRECTION OF THE MAYOR PURSUANT TO CHAPTER 28A, CODE OF IOWA AND THE LOCAL RULES OF SAID GOVERNMENTAL BODY. POSTED MARCH 13, 2014.

# License Application ( LC0037630 )

## Applicant

Name of Applicant:	<u>M&amp;M Lounge LLC</u>		
Name of Business (DBA):	<u>M&amp;M Lounge</u>		
Address of Premises:	<u>109 South Park Place</u>		
City: <u>Cresco</u>	County: <u>Howard</u>	Zip: <u>52136</u>	
Business Phone:	<u>(563) 419-5306</u>		
Mailing Address:	<u>109 South Park Place</u>		
City: <u>Cresco</u>	State: <u>IA</u>	Zip: <u>52136</u>	

## Contact Person

Name:	<u>Tammy Courtney</u>		
Phone:	<u>(563) 419-5306</u>	Email Address:	<u>dntcourtney@hotmail.com</u>

Classification: Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 05/16/2013

Expiration Date: 05/15/2014

Privileges:

Class C Liquor License (LC) (Commercial)  
Outdoor Service

## Status of Business

BusinessType:	<u>Limited Liability Company</u>		
Corporate ID Number:	<u>396175</u>	Federal Employer ID #	<u>27-2237856</u>

## Ownership

**Tammy Courtney**

First Name: Tammy

Last Name: Courtney

City: Cresco

State: Iowa

Zip: 52136

Position Owner

% of Ownership 100.00 %

U.S. Citizen

## Insurance Company Information

Insurance Company:	<u>Founders Insurance Company</u>		
Policy Effective Date:	<u>05/16/2013</u>	Policy Expiration Date:	<u>05/16/2014</u>
Bond Effective Continuously:		Dram Cancel Date:	
Outdoor Service Effective Date:	<u>03/15/2014</u>	Outdoor Service Expiration Date:	<u>03/16/2014</u>
Temp Transfer Effective Date:		Temp Transfer Expiration Date:	

Amended  
for S Park Pl.  
Beg + Ending times

STREET CLOSING/PARADE PERMIT

DATE ~~1/31/14~~ ~~2/21/14~~ 3/12/14

NAME Brew & Stew 5K Fun Run/Walk or 15K Bike - FIT RUNNING CLUB

PERMISSION TO CLOSE: S. Park Street from the Int. of S. Park and Elm St. east to the driveway of the courthouse. And Elm St. from the Int. of 1st Ave N. to the Int. of S. Park and 1st Ave N from Int. of Elm St east to the driveway of

REASON FOR CLOSURE: C USB PARKING LOT Brew & Stew Event which is held at the American Legion, The M, Klevas and in the chamber tent in front of C USB parking lot.

DATE: 3/15/14

S. Park.

TIME: (from) Elm Street: Saturday 11:00 AM - 11:30 PM (to) Sunday 11:00 AM

APPROVED: \_\_\_\_\_

SIGNATURE Diane Henry

DIANE HENRY, FIT RUNNING CLUB

PLEASE INCLUDE A MAP MARKING THE STREET OR STREETS YOU WISH TO HAVE CLOSED. PARADE REGULATIONS ARE LISTED BELOW.

60.09 PARADES REGULATED. No person shall conduct or cause any parade on any street except as provided herein:

\* All proceeds to benefit  
Cresco Fire Dept.,  
NEICAC and  
DOLLARS for  
SCHOLARS

1. "Parade" Defined. "Parade" means any march or procession of persons or vehicles organized for marching or moving on the streets in an organized fashion or manner or any march or procession of persons or vehicles represented or advertised to the public as a parade.
2. Permit Required. No parade shall be conducted without first obtaining a written permit from the City Council. Such permit shall state the time and date for the parade to be held and the streets or general route therefor. Such written permit granted to the person organizing or sponsoring the parade shall be permission for all participants therein to parade when such participants have been invited by the permittee to participate therein. No fee shall be required for such permit. Permit forms are available at City Hall. (Ord. 289)
3. Parade Not A Street Obstruction. Any parade for which a permit has been issued as herein required, and the persons lawfully participating therein, shall not be deemed an obstruction of the streets notwithstanding the provisions of any other ordinance to the contrary.
4. Control By Police and Fire Fighters. Persons participating in any parade shall at all times be subject to the lawful orders and directions in the performance of their duties of law enforcement personnel and members of the fire department.

INDEMNITY AND HOLD HARMLESS AGREEMENT

This agreement is made by and among the City of Cresco, Iowa, (herein designated City), and F.I.T. RUNNING CLUB, (herein designated Indemnifying Party) upon the following terms and conditions:

1. The parties understand and agree that Indemnifying Party will be conducting a(n) BREW & STAW 5K FUN RUN/WALK OR 15K BIKE on or about the 15<sup>th</sup> day(s) of MARCH, 2014, and as part of that event has requested to CLOSE PART OF ELM STREET, SOUTH PARK AND 1ST AVE N on City property (the Permitted Purpose).

2. City hereby consents to Indemnifying Party conducting the Permitted Purpose on City property during the date(s) of the 15<sup>th</sup> day of MARCH, 2014

3. In consideration of the Permitted Purpose, and other good and valuable consideration, Indemnifying Party agrees to release and hold harmless City and its agents, principals, employees, assigns, successors, contractors and related parties from any and all claims, demands, causes of action, suits, damages or liability whatsoever, from any source, known or unknown, associated with the set-up, take-down, operation, use, maintenance, or any related activity of, or incident to, the Permitted Purpose.

4. Indemnifying Party agrees to indemnify and save harmless City from and against any and all causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature, including counselor attorney fees, which City shall or may at any time sustain or incur by reason of any litigation, investigation or other expenditure, from any source or action, incident to or in any related to the Permitted Purpose.

5. In the event that any portion or part of this agreement is adjudged by a court of competent jurisdiction to be invalid or unenforceable, the remaining parts or portions of this agreement shall remain in full force and effect.

6. This agreement constitutes the complete agreement between the parties and no other or different agreements, amendments, additions, subtractions or alterations shall be of any force or effect unless reduced in writing and signed by them.

Dated this 12<sup>th</sup> day of MARCH, 2014.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

INDEMNIFYING PARTY

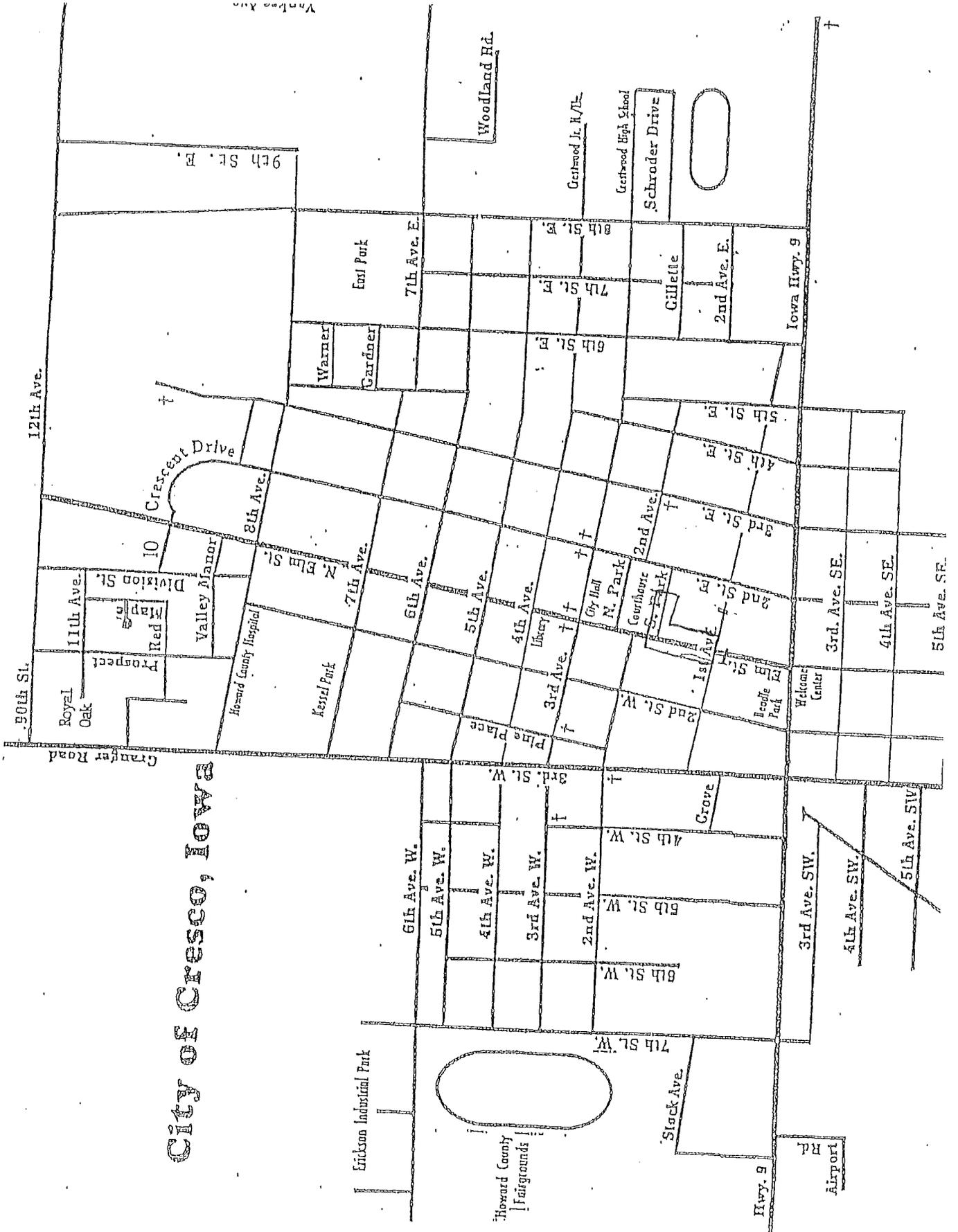
CITY OF CRESCO

By: F.I.T. RUNNING CLUB  
Djimo Hen  
Title: President

By: \_\_\_\_\_  
Mark Bohle, Mayor

ATTEST:  
\_\_\_\_\_  
Michelle Girolamo, City Clerk

# CITY OF CRESCO, IOWA



Vanhook Ave

12th Ave.

90th St.

11th Ave.

10th Ave.

9th St. E.

8th Ave. E.

7th Ave. E.

6th Ave. E.

5th Ave. E.

4th Ave. E.

3rd Ave. E.

2nd Ave. E.

1st Ave. E.

11th Ave.

10th Ave.

9th St. W.

8th St. W.

7th St. W.

6th St. W.

5th St. W.

4th St. W.

3rd St. W.

2nd St. W.

1st St. W.

3rd Ave. SW.

4th Ave. SW.

5th Ave. SW.

3rd Ave. SE.

4th Ave. SE.

5th Ave. SE.

Granger Road

Royal Oak

Prospect

Red Maple

Division St.

Valley Manor

Howard County Hospital

Kessel Park

N. Elm St.

7th Ave.

6th Ave.

5th Ave.

4th Ave.

3rd Ave.

2nd Ave.

1st Ave.

Liberty

Ox Hall

N. Park

Govt. Park

2nd St. W.

1st St. W.

People Park

Welcome Center

3rd Ave. SE.

4th Ave. SE.

5th Ave. SE.

5th Ave. SW.

Erickson Industrial Park

Howard County Fairgrounds

Stock Ave.

Hwy. 9

Airport Rd.

Warner

Gardner

East Park

Woodland Rd.

Croftwood Jr. H.S.

Croftwood High School

Schroder Drive

Gillette

2nd Ave. E.

Iowa Hwy. 9

8th St. E.

7th St. E.

6th St. E.

5th St. E.

4th St. E.

3rd St. E.

2nd St. E.

1st St. E.

11th Ave.

10th Ave.

9th St. E.

8th St. E.

7th St. E.

6th St. E.

5th St. E.

4th St. E.

3rd St. E.

2nd St. E.

1st St. E.

Pine Place

3rd St. W.

4th St. W.

5th St. W.

6th St. W.

7th St. W.

8th St. W.

9th St. W.

10th St. W.

11th St. W.

12th St. W.

13th St. W.

14th St. W.

15th St. W.

16th St. W.

17th St. W.

18th St. W.

19th St. W.

20th St. W.

21st St. W.

22nd St. W.

23rd St. W.

24th St. W.

25th St. W.

26th St. W.

27th St. W.

28th St. W.

29th St. W.

30th St. W.