

NOTICE AND CALL OF PUBLIC MEETING

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA

DATE OF MEETING: MAY 21, 2012

TIME AND PLACE OF MEETING: 7:00 P.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

ACT ON THE CONSENT AGENDA: All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time council votes on the motion.

1. Approval of the Agenda
2. Approval of the Claims
3. Approval of Minutes from May 7, 2012
4. Approval of Minutes from May 7, 2012 Worksession
5. Approval of Minutes from May 14, 2012 Special Meeting
6. Request for Street Closing for Portion of North Elm Street for Annual Car Show on 9/15/12
7. Request for Street Closing for Portion of North Elm Street for Ridiculous Day on 7/20/12
8. Request for Street Closing for Portion of South Park Place for street dance on 6/30/12
9. Approval of Application for Permit for Supervised Display of Fireworks on July 3, 2012 from the Cresco Jaycees

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

1. Public Works
2. Police
3. Administration
4. Committee Updates

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

1. Public Hearing for the Budget Amendment #3 for Fiscal Year Ending June 30, 2012
2. Approval of a Resolution Amending the Current Budget for the Fiscal Year Ending June 30, 2012
3. Motion to Approve Downpayment and Commitment for Chassis for New Fire Truck Purchased Jointly with Cresco Community Fire Protection District
4. Request for Sewer Adjustment for Water not Entering the Sanitary Sewer System from Dale Vrba for Willow Creek Rentals
5. Discussion Regarding Dual Signatures for Money Market Account with Cresco Bank and Trust and Possible Resolution Authorizing Signers on Deposit Accounts
6. Motion to Authorize Mayor to Sign Three-Year Elevator Inspection Contract with National Elevator Inspection Services, Inc.
7. Motion to Award Contract to Scholbrock Masonry LLC for Runway Repairs
8. Motion to Close City Hall on Friday June 29, 2012 for Year End Processing
9. Discussion Regarding Chip Sealing Streets
10. Discussion Regarding Merger of Sewer and Water Departments

11. Discussion on the Code of Ordinance Updates

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 MAY 16, 2012.

**NOTICE OF PUBLIC HEARING
AMENDMENT OF CURRENT CITY BUDGET**

The City Council of Cresco in HOWARD County, Iowa
will meet at City Hall
at 7:00 pm on 5/21/12
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2012
(year)
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources			
Taxes Levied on Property 1	1,792,997		1,792,997
Less: Uncollected Property Taxes-Levy Year 2			0
Net Current Property Taxes 3	1,792,997	0	1,792,997
Delinquent Property Taxes 4			0
TIF Revenues 5	18,000		18,000
Other City Taxes 6	483,597		483,597
Licenses & Permits 7	13,065		13,065
Use of Money and Property 8	90,963		90,963
Intergovernmental 9	935,377	10,000	945,377
Charges for Services 10	2,103,100		2,103,100
Special Assessments 11			0
Miscellaneous 12	125,328	3,500	128,828
Other Financing Sources 13	2,105,900	29,500	2,135,400
Total Revenues and Other Sources 14	7,668,327	43,000	7,711,327
Expenditures & Other Financing Uses			
Public Safety 15	778,985	46,500	825,485
Public Works 16	1,238,375	16,000	1,254,375
Health and Social Services 17	4,000		4,000
Culture and Recreation 18	1,053,605	27,000	1,080,605
Community and Economic Development 19	331,700	22,450	354,150
General Government 20	371,430		371,430
Debt Service 21	345,810		345,810
Capital Projects 22	1,245,000		1,245,000
Total Government Activities Expenditures 23	5,368,905	111,950	5,480,855
Business Type / Enterprises 24	1,232,550	44,500	1,277,050
Total Gov Activities & Business Expenditures 25	6,601,455	156,450	6,757,905
Transfers Out 26	1,579,900	29,500	1,609,400
Total Expenditures/Transfers Out 27	8,181,355	185,950	8,367,305
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year 28	-513,028	-142,950	-655,978
Continuing Appropriation 29		N/A	0
Beginning Fund Balance July 1 30	4,152,116		4,152,116
Ending Fund Balance June 30 31	3,639,088	-142,950	3,496,138

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Expenses not anticipated for siren update, legal fees for TIF & urban revitalization amendments, regional housing trust fund pledge, retirements, new watermain, engineer feasibility study, inspect small water tower, downpayment fire truck, roof repairs, runway repairs, TIF refund and payout prior years' tourism grants. Fund transfers needed for retirement, nuisance houses, runway repairs, 2nd Ave project and van replacement fund. Revenue increased for meters sold & airport grant.

There will be no increase in tax levies to be paid in the current fiscal year named above. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget. This will provide for a balanced budget.

Michelle Girolamo

City Clerk/ Finance Officer Name

1. Budget Amendment – Public hearing to amend the budget. This is the last date that we can amend the current year's budget. Please see attached description of items that have come up after the initial budget was done.
2. Fire Truck – Make a motion to officially commit to the chassis of the new Fire Truck which will be purchased 50/50 with the Rural Fire Dept. This commitment requires a payment of \$35,000 in May and \$35,000 in July each from the City and Rural for a grand total of \$140,000. This downpayment is being made from the Local Option Sales Tax Fund currently and we need to decide whether to finance the remainder of the truck of approximately \$120,000 for the City's half.
3. Sewer Credit – Please see the attached letter requesting a credit for sewer not entering the sanitary sewer system. We calculated the average and recommend a credit of \$325.42.
4. Bank Signers – Rod and I are the signers on all accounts at Cresco Bank & Trust and at C Us Bank. All accounts are single signature except the Safe-T-Fund money market account. This account is where each month I write a check from our general checking account and deposit into this MMKT. As Group Services pays claims for our self-insured health insurance, then they email a request to me to reimburse the account at Group Services. We maintain about a \$2,000 - \$5,000 balance at Group Services. There have been 11 checks written over the past two years averaging \$3,000. Due to changes in the banking system, it is harder for banks to monitor dual controlled accounts and so they are requesting us to sign a release and hold harmless agreement if we continue with the dual signature account. Note that the bank normally charges \$5.00 per month for the dual signatures but are waiving the fee for us. It is totally up to the Council whether you want the dual signatures on this one MMKT or whether we change it to single. I wrote a resolution if you want to change to single signatures otherwise we need a motion authorizing the Mayor and City Clerk to sign the Release and Hold Harmless Agreement if you want dual signatures.
5. Elevator Inspection – Rod Diercks has presented a three year contract for elevator inspection at the Library. He works for National Elevator Inspection Services, Inc. The contract would be for three years with an annual inspection of \$58 per inspection. Re-inspection fees would be \$40 if required. We currently pay the State to do the inspection which has cost \$325 in 2010 and \$125 in 2011. Diercks would contact the State and set up the inspection schedule. Diercks has experience with our computer as he recently retired from Schumacher who services our elevator.
6. Airport – Runway repairs is a special grant that has been approved for a 70% matching grant of \$10,000 which allows the total project to be \$14,285. Bids were received from two contractors to repair 166 areas on the runway and to replace 3 patches. Concrete Foundations Inc bid was \$17,460 and Scholbrock Masonry LLC bid was \$12,000.

7. Year End Closing – Historically we have closed City Hall on the last day of June to process year end transactions and close out the books. The last working day would be Friday June 29, 2012.
8. Chip Sealing – We are asking for input on how to do the chip sealing this year. With rising costs, we can't afford to do as much as the past years. Please read the summary and give us your input.
9. Sewer & Water Dept Merger – As discussed last year and previously, we are going forward with plans to combine the water and sewer departments. We will now have 6 employees in that department with one of them working in the street department for 4 months in the winter. We will not replace Kevin Chesmore who resigned from the Street Department.
10. Ordinances – again I am hoping to work on the Ordinance changes and will present them when I have them ready.

If you have any questions, please let me know.

Michelle Girolamo

The Cresco City Council met May 7, 2012, at 7:00 pm at City Hall. Council members Carman, Bouska, McGee, McCarville and Loveless were present. No council members were absent.

Loveless moved to approve the consent agenda which included approval of the: agenda; claims; minutes of the April 16, 2012 meeting; class C beer permit (carryout beer) with class B wine permit (carryout wine) and and class E liquor license (LE) to Fareway Stores Inc. d/b/a Fareway Stores Inc #815; tax abatement under the Urban Revitalization Plan for Judy Strike; tax abatement under the Urban Revitalization Plan for Thomas & Michele Tucheck. Bouska seconded and it passed all ayes.

Public Works Director Rod Freidhof reported: (a) Sewer: finished hauling sludge; (b) Bob's Electric changed the electrical panel at the Sewer Plant; (c) Street Shop: waiting to hear from bonding company; (d) Kevin Chesmore submitted his letter of resignation from the Street Department so his last day will be May 18th. Personnel Committee will meet to discuss options; (e) Water: will flush hydrants this week; (f) fire extinguishers were inspected and 11 need to be replaced; (g) Theatre: repairs on the upper roof have been completed and will start on the sidewalk this week; (h) Scene Shop: still waiting for estimates on the roof; (i) 2nd Avenue project will be started this week.

Girolamo explained that there was some concern about the cost of heating the sidewalk at the Theatre. David Gosch addressed some of the concerns and explained how it would work. Gosch's Inc. is willing to donate over \$7,000 in equipment and labor. It is a 96% efficient Power Vent and replaces our old 80% efficiency water heater which should save some money. The heated sidewalk will run in a 13 degree range so it won't run if it is too warm or too cold but it also have a manual switch to turn it off or on if necessary. Gosch believes that the heated sidewalk would be essential for protecting the sidewalk with the stars and glazing and eliminate scraping in the winter. Council was very appreciative of the generous donation and agreed to try to preserve the sidewalk and that we would try using the heated sidewalk.

Police Chief Tim Ruroden submitted his monthly report. He is waiting for the cars to be delivered so he can start installing the equipment into them. He is changing the maintenance on the vehicles and trying to cut some costs. He met with the Fair Board and helped them update their Emergency Response Plan. McGee witnessed a high speed chase in town and pointed out that it had been handled well but commented on the outdated equipment that was used. Ruroden agreed that we need to update equipment and informed them that hopefully some of this will be upadated through grants with the Step Program that he has enrolled the City in.

City Clerk Michelle Girolamo reported: (a) letters were sent out to the 1st Avenue residents informing them of their assessments and a few have already paid their assessment; (b) airport grants were submitted for runway repairs and also for the long-term plan; (c) health insurance renewal was done and we have increased the self-insured portion by increasing the limit by \$1,000 per person which saved over \$18,000 in premiums. Based on claim history, this was felt to be a good risk to reduce costs but we are setting aside more money in our self-funded account in case it will be needed; (d) attended a webinar promoting a tool for searching for available grants but the cost seemed too high and Council agreed.

Brad Crawford and Paul Berland from the Northeast Iowa RC&D updated Council on the Turkey River Watershed Project. They explained the program and are requesting cities and counties to sign a 28E Agreement and form a committee to create plans and administer the program. The City of Cresco supports the plan and will look for an interested citizen to represent the City on the committee. They are still in the process of drafting the agreement and submit it to Council in June for approval.

Dusty Burnikel addressed the Council with concerns regarding the tree trimming in the City. Currently the City Street Department does almost all of the trimming and tree removal of

trees in the boulevard. Property owners are responsible for the trimming up to eight feet. The City occasionally hires Walton Tree Service to cut trees that are close to electrical lines or if there is a risk of falling on a house and which is often an emergency situation that needs to be taken down immediately. The average paid was \$1,638 over the past six years. Burnikel felt that the City should be taking bids on tree trimming and also said that if bids were taken out on the trees that he thinks it would be cheaper than the City could do it themselves. He declared that he is the only full-time tree trimmer and deserves a chance to bid on the trees. In the past year, we have only hired Walton for about six trees. It was pointed out that Burnikel had been paid to do the tree trimming in East Park for \$2,520. Freidhof pointed out that if the Emerald Ash Borer gets to Cresco that there will be a major impact since the City has 585 Ash trees in the boulevards and we would go out for bids in that situation. Council agreed to consider the information but would not be going out for bids currently. Burnikel said he would continue to come to Council with his concerns.

Bouska made the motion to set a public hearing for May 21, 2012 to amend the budget for fiscal year ended June 30, 2012. Loveless seconded and it passed all ayes.

Loveless made the motion to approve the recommendation of the Board of Adjustments to appoint Dennis Cauwels to finish Bill Ferrie's term ending June 30, 2013. Carman seconded and it passed all ayes.

Bouska made the motion to approve the recommendation of the Board of Adjustments to reappoint Dan Ollendick for a five year term ending June 30, 2017. Carman seconded and it passed all ayes.

Loveless made the motion to approve a resolution allowing a partial tax exemption under the Cresco Urban Revitalization Area for Shawn and Cathy Saltou. Bouska seconded and it passed all ayes.

Mayor asked if there were any comments from the audience. Jason Passmore reminded everyone the first Family Fun Night is Friday May 11th at Kessel Park. CEDA banquet is May 18th at the Country Club. An Ebay class will be offered May 30th from 5:30-7:30 and costs \$20. There have been several ribbon cutting ceremonies for new businesses and a revolving loan was just closed to help keep another business in Cresco

Carman moved to adjourn at 7:35 pm. Bouska seconded and it passed all ayes. The next regular Cresco City Council meeting will be May 21, 2012, at 7:00 pm at Cresco City Hall.

Mayor Mark Bohle

City Clerk Michelle Girolamo

Following is a list of claims approved for payment:		
ALEXIS FIRE	EQUIP	35,000.00
ALLIANT	ELECT	12,892.39
AMANDA WRIGHT	REFUND	61.42
AM RED CROSS	FEE	90.00
ARAMARK	SRVC	694.25
BANCARD CTR	SUPP	827.92
BLACK HILLS	GAS	2,643.67
BOB'S ELEC	ELECTRIC PANEL	39,343.50
BODENSTEINER	SRVC	2,406.76
CARDMEMBER	SUPP	29.22
CASEY'S	SUPP	153.15
CASPER P&H	SRVC	2,589.28
CITY LAUNDERING	SRVC	126.72
CITY OF CRES	UTIL, REFS	1,000.57
CRES SHOPPER	ADVERT	315.00
CRES SMALL ENG	EQUIP	1,494.91
CULLIGAN	SUPP	27.69
DALCO	SUPP	934.85
DAVID GODMAN	UNIFORM	31.69
DEPT INSPECT & AP	FEE	67.50
ELWOOD, O'DONOHUE,...	SRVC	3,015.25
FAREWAY	SUPP	45.51
FENCO	RPR	1,256.28
FIRE SRVC BURE	TRAINING	175.00
FOLEY'S BACKHOE	SRVC	343.30
GALLS	UNIFORM	637.22
GOSCH'S	SUPP	56.60
GRUBE LAWN	SRVC	39.95
H & S	SUPP	38.94
HAWKEYE	SRVC	42,233.94
HOLSTROM JEWEL	SUPP	48.00
HOVEY OIL	SUPP	464.03
HC	SHARED LEC	12,953.93
IKON	SUPP	1,074.72
IOWA PRISON	SUPP	26.00
JASON MILLER	REIMB UNIFRM	8.05
JIM'S AUTO	SUPP	11.75
JOHN DEERE FIN	SUPP	951.00
JOHNSON ACTG	SUPP	79.00
KATIE ALLEN	REFUND	50.00
KELLY BUEHLER	SUPP	50.00
KWIK TRIP	GAS	4,135.71
MANNING ENVIRO	SUPP	48.75
MERCHANT SRVC	FEE	215.78
MIDWEST CLEAN	SUPP	28.20
MIDWEST RADAR	SRVC	322.50
MVTL	ANALYSIS	683.15
NE IA MOTOR-TOW	SRVC	40.50
PAYROLL		60,542.26
PETTY CASH	POSTAGE	125.39
PLUNKETT'S	SRVC	308.26
POOL TECH	SUPP	411.69
POSTMASTER	POSTAGE	416.08
REG HEALTH	SRVC	79.20
KEVIN REICKS	REFUND	7.84
MARY REICKS	TRAINING	400.00
RIVER CITY PAV	SUPP	478.91
RUPPERT	SUPP	338.60
SAM'S DISCOVER	SUPP	2,069.23
SCHWICKERT'S TECTA	SRVC	4,650.00
SIGNS & DESIGNS	SERV	98.00
SKYLINE CONST	SRVC	16,217.75
SPAHN & ROSE	SUPP	87.58
ST. LUKE'S CTR	TESTING	37.00
STATE HYG LAB	ANAYLSIS	692.00

STOREY KEN	SUPP	84.87
SUN LIFE	INSUR	44.75
TPD	ADVERT	995.49
TREAS ST IA	SALES TAX	4,945.58
UNIFORM & ACC	SUPP	508.96
RICHARD VAN GENDEREN	REFUND	62.57
VERIZON	PHONE	89.69
WHKS	ENGINEERING	32,877.43
WILSON TREE	SRVC	127.26
WILSON'S UPHOL	SRVC	270.00
WINDRIDGE	SUPP	304.36
WINDSTREAM	PHONE	860.80
	General Fund	111,433.68
	Road Use Tax	12,343.04
	Emp Benefits	10,238.60
	Emergency Fund	1,221.86
	Local Option Tax	56,452.42
	CIDC/City RLF	63.75
	Cresco Telecom	303.45
	Sewer Project	59,414.03
	Bicycle Trail 2007	137.50
	Street 1st Ave Project	16,297.56
	Water Utility	15,247.52
	Water Deposits	160.00
	MSSU Operation	12,857.95
	Water & Sewer C.I.	158.85
	Yard Waste	1,564.89
	EXPENDITURES	297,895.10
	Revenues 04/17 to 05/07/12	231,489.51

Mayor Mark Bohle called a special meeting of the Cresco City Council to order at 5:00 pm on May 7, 2012 at City Hall. Council Members Jan Carman, Amy Bouska, Teresa McGee, Steve McCarville and John Loveless were present. No council members were absent.

Charles Reicks and Neal Stapelkamp discussed the proposed merger of the City Fire Department with the Rural Fire Department. Minutes of the committee meetings of the two fire departments were distributed and issues that had been brought up were discussed. There will be a joint meeting with all Trustees and Council Members on May 14th at the Fire Station. Consensus of Council was to support the merger and work with the Trustees in developing a 28E Agreement. The Council agreed to put a down payment on a new pumper truck jointly with the Rural Fire Department.

Attorney Thais Folta discussed the nuisance house ordinance with Council. Council Member Bouska wanted to make stricter rules especially regarding abandoned or vacant houses. Thais believes our Ordinance is broad enough to address the issues if we follow through with the enforcement.

It was moved by Loveless to adjourn at 6:15 pm. The motion was seconded by Bouska, and passed all ayes.

Mayor Mark Bohle

City Clerk Michelle Girolamo

A special meeting of the Cresco City Council and Cresco Community Fire Protection District (CCFPD) was called to order by Fire Chief, Neal Stapelkamp, at 7:00 pm on May 14, 2012 at the Cresco Fire Station. Council Members Jan Carman, Amy Bouska, Teresa McGee, Steve McCarville and John Loveless were present. No council members were absent.

Representatives from the seven townships that are served by the CCFPD met with the City Council to discuss combining the City and Rural Fire Departments. Substantial savings would be realized on capital purchases such as turn-out gear, breathing apparatus and equipment. Costs of operating the department will be split 50/50 between the townships and the City. The cost breakdown was determined by evaluating the number of calls, population, assessed values and potential for losses. The townships had a motion and a second to prepare a 28E Agreement combining the departments. The townships and the City broke into smaller groups to discuss their vote. Representing the Cresco City Council, McCarville made the motion to prepare a 28E Agreement combining the two departments. Bouska seconded it and it passed all ayes. The townships reconvened and had a roll call vote by township and unanimously voted in favor of the new 28E Agreement.

The 28E Agreement forms a commission called the Cresco Community Fire Department and will have three voting representatives from the townships and three from the City. Any ties will be broken by the Fire Chief. There will be quarterly meetings and this Commission will prepare the budget for the Fire Department. Based on the budget, the townships will pay their percentage to the City and the City will allocate its percentage of property tax to this fund. All operating expenses will be paid from this joint account and any leftover money will be deposited into a reserve fund to be used for future expenses for the Cresco Community Fire Department only. The City Clerk will be responsible for maintaining and accounting for the funds and providing monthly financial statements. The fire station is owned by the City and the townships will continue to pay rent for the building. All other equipment will be owned and managed by the Cresco Community Fire Department. The Commission will prepare the budget for 2013/2014 by March 2013 and the joint operating expenses will be effective on July 1, 2013.

It was moved by Bouska to adjourn at 8:25 pm. The motion was seconded by Carman, and passed all ayes.

Mayor Mark Bohle

City Clerk Michelle Girolamo

STREET CLOSING/PARADE PERMIT

DATE 5-7-12

NAME Wanna Hoffman Cruise Chain

PERMISSION TO CLOSE: N. Elm from 1st Ave to 3rd Ave NAD Park Place from N Elm to Courthouse Parking Lot 2nd Ave from N Elm to Theater Parking Lot, 1st Ave W. from N' Elm to Barber Shop.

REASON FOR CLOSURE: Annual Car Show

DATE: September 15, 2012

TIME: (from) 6:00 am (to) 5:00 pm

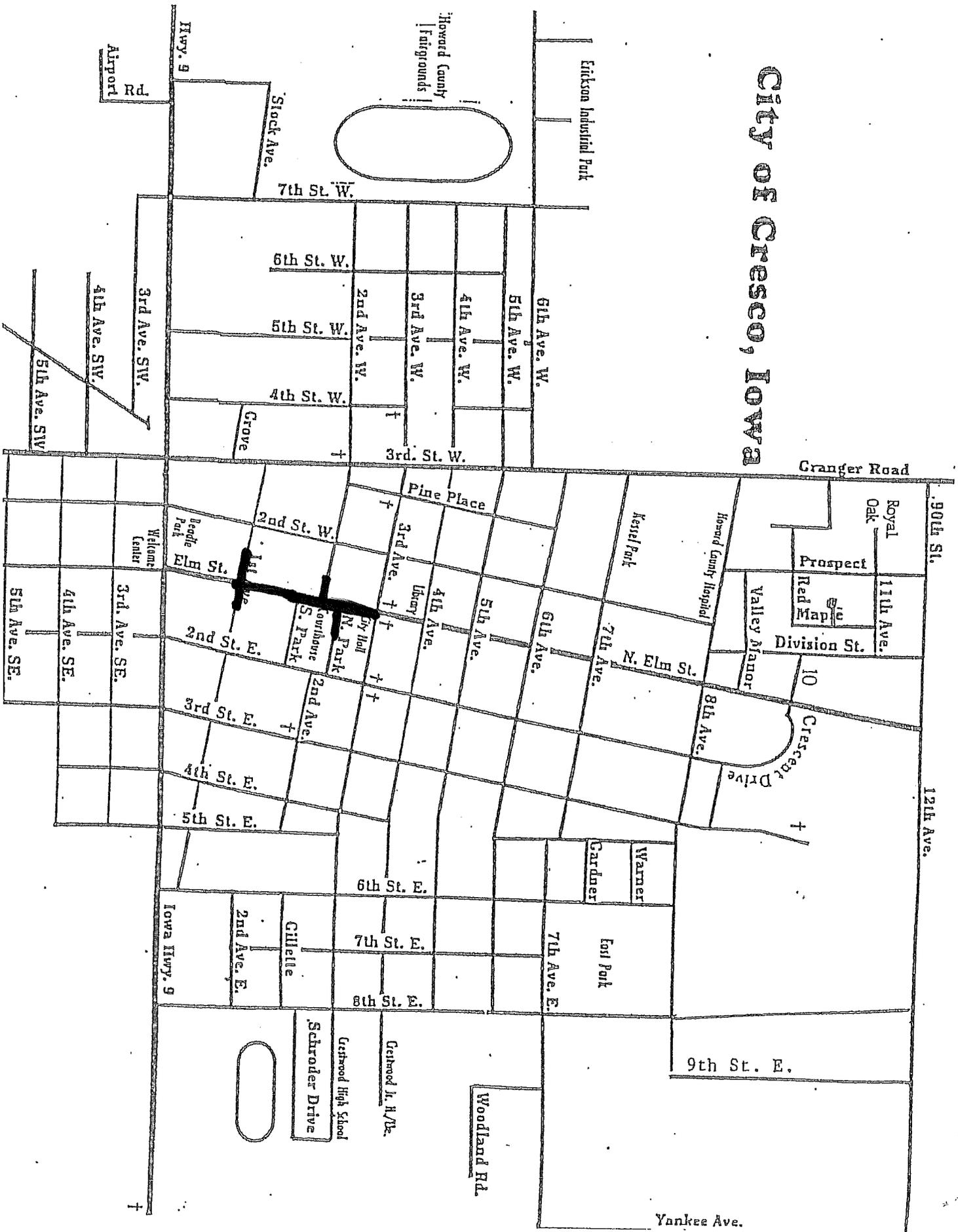
APPROVED: _____ SIGNATURE _____

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:

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.

CITY OF CRESCO, IOWA



INDEMNITY AND HOLD HARMLESS AGREEMENT

This agreement is made by and among the City of Cresco, Iowa, (herein designated City), and Urban Station / Chairman, (herein designated Indemnifying Party) upon the following terms and conditions:

1. The parties understand and agree that Indemnifying Party will be conducting a(n) Car Show on or about the 15 day(s) of September, 2012, and as part of that event has requested to Close N. Elm from 1st Ave to 3rd Ave 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 _____ day of _____, 20____

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 _____ day of _____, 20 ____.

Dated this _____ day of _____, 20 ____.

INDEMNIFYING PARTY

CITY OF CRESCO

By: Cruise to Cresco
Urban Station

By: _____
Mark Bohle, Mayor

Title: Chairperson

ATTEST:

Michelle Girolamo, City Clerk

STREET CLOSING/PARADE PERMIT

DATE 5/16/12

NAME Cresco Chamber Prodsalors Day Committee

PERMISSION TO CLOSE: North Elm Street from 1st Ave through 3rd Ave and 2nd Ave W from North Elm to Cresco Theatre and North + South Park Place from North Elm to Court House Plaza

REASON FOR CLOSURE: Prodalors Day Event

DATE: July 20th 2012

TIME: (from) 8am (to) 8pm

APPROVED: _____ SIGNATURE _____

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:

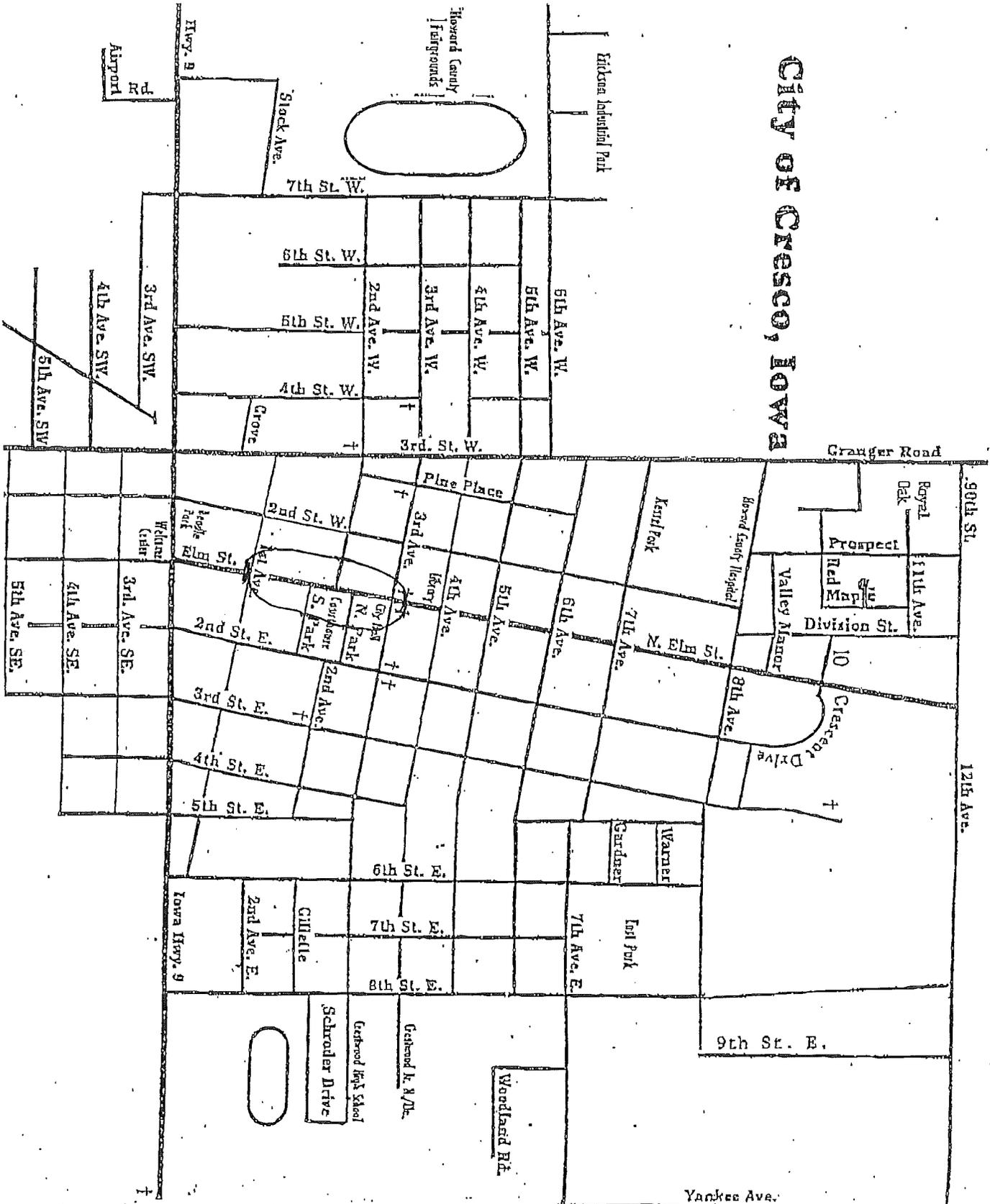
1. "Parade" Defined. "Parade" means any march or procession of persons or vehicles organized for marching or moving on the streets in an organized fashion or manner or any march or procession of persons or vehicles represented or advertised to the public as a parade.

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.

CITY OF CRESCO, IOWA



Preparer: Joseph P. Braun, Elwood, O'Donohoe, Braun & White 217 N. Elm St, Cresco, IA (563)547-3321

INDEMNITY AND HOLD HARMLESS AGREEMENT

This agreement is made by and among the City of Cresco, Iowa, (herein designated City), and Cresco Chamber's Parade Day (herein designated Indemnifying Party) upon the following terms and conditions: Committee

1. The parties understand and agree that Indemnifying Party will be conducting a(n) Parade Day Event on or about the 2nd day(s) of July, 2012, and as part of that event has requested to close streets as indicated 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 20 day of July, 2012

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 16th day of May, 2012.

Dated this _____ day of _____, 20____.

INDEMNIFYING PARTY

CITY OF CRESCO

By: Cresco Chamber Parade Day Committee
Peggy Louless

By: _____
Mark Bohle, Mayor

Title: Committee member

ATTEST:

Michelle Girolamo, City Clerk

STREET CLOSING/PARADE PERMIT

DATE June 30th 2012

NAME M+M Lounge

PERMISSION TO CLOSE: Street South Park Place
From N. Elm St. to Oak Court House Drive

REASON FOR CLOSURE: Band Street Dance
June 30 2012

DATE: _____

TIME: (from) 8:00 (to) 11:00

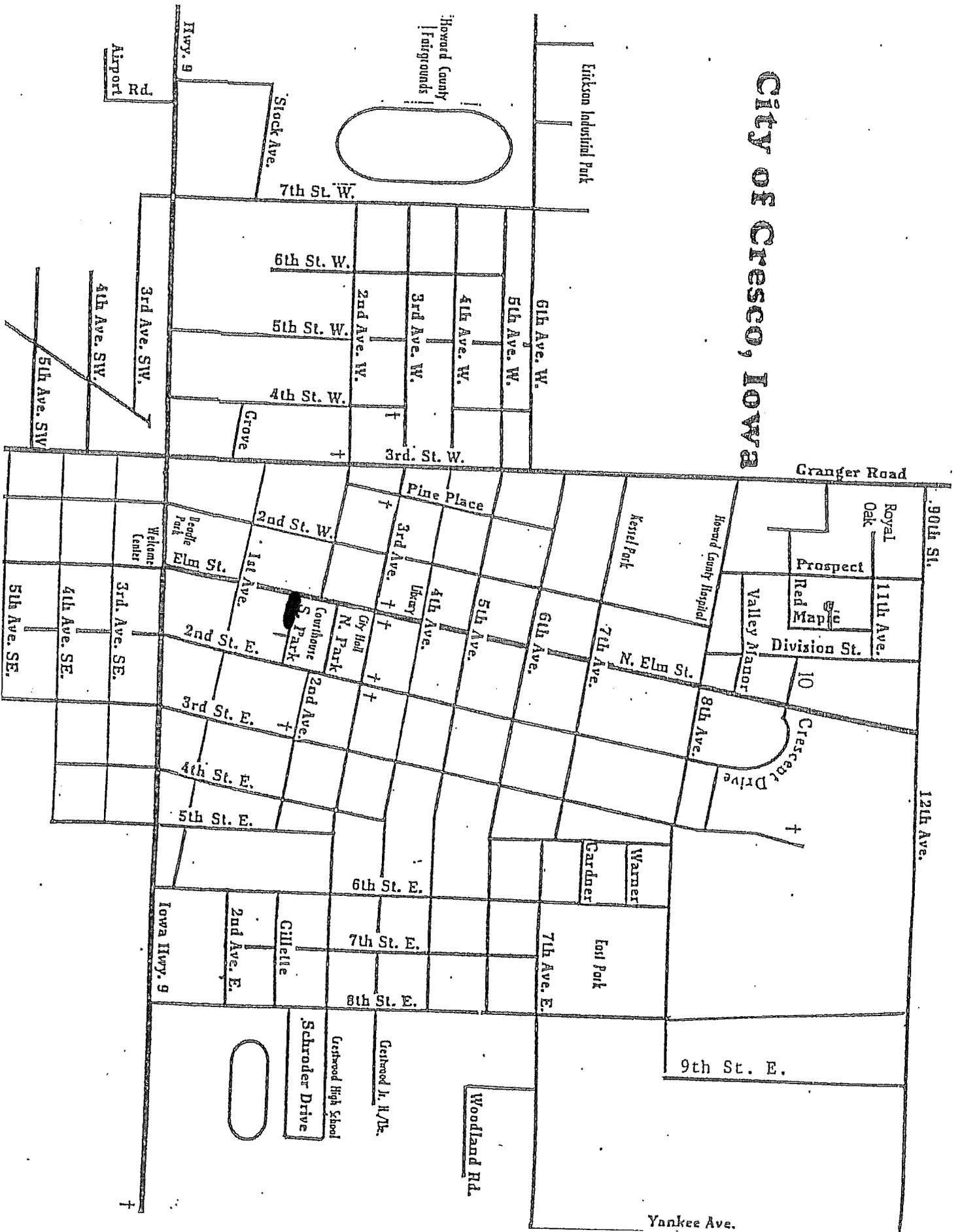
APPROVED: _____ SIGNATURE _____

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:

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.

CITY OF CRESCO, IOWA



Airport Rd.

Hwy. 9

Stock Ave.

Howard County
Fairgrounds

Erickson Industrial Park

7th St. W.

6th St. W.

5th St. W.

4th St. W.

3rd St. W.

3rd Ave. SW.

4th Ave. SW.

5th Ave. SW.

Grove

Pine Place

2nd St. W.

1st Ave.

2nd St. E.

3rd St. E.

4th St. E.

5th St. E.

2nd Ave. E.

Iowa Hwy. 9

Chillette

7th St. E.

8th St. E.

Schroder Drive
Gethwood High School

Gethwood J. H. Dr.

Woodland Rd.

Granger Road

90th St.

Royal Oak
Prospect
Red Maple
Division St.

Howard County Hospital
Valley Manor

Kessel Park

6th Ave.

5th Ave.

4th Ave.

3rd Ave.

2nd Ave.

1st Ave.

3rd Ave. SE.

4th Ave. SE.

5th Ave. SE.

Welcome Center

Beagle Park

Courthouse
S. Park
N. Park
City Hall
Library

7th Ave.

N. Elm St.

8th Ave.

10
Crescent Drive

12th Ave.

Gardner

Warner

Foul Park

9th St. E.

Yankee Ave.

INDEMNITY AND HOLD HARMLESS AGREEMENT

This agreement is made by and among the City of Cresco, Iowa, (herein designated City), and M+M Lounge, (herein designated Indemnifying Party) upon the following terms and conditions:

1. The parties understand and agree that Indemnifying Party will be conducting a(n) Street Dance on or about the 30 day(s) of June, 2012, and as part of that event has requested to Close portion of street to Court house 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 ___ day of _____, 20__

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 16 day of May, 2012

Dated this ___ day of _____, 20__.

INDEMNIFYING PARTY

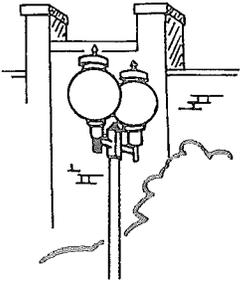
CITY OF CRESCO

By: M+M Lounge
Tommy Courtney
Title: owner

By: _____
Mark Bohle, Mayor

ATTEST:

Michelle Girolamo, City Clerk



THE CITY OF
Cresco
 I O W A

130 N. Park Place Cresco, IA 52136
 (563) 547-3101 FAX (563) 547-4525
 www.crescoia.govoffice2.com

PERMIT FOR SUPERVISED DISPLAY OF FIREWORKS

Application having been made in accordance with the laws of the State of IA.

Permission is hereby granted to Cresco Jaycees
(YOUR ORGANIZATION)

to have a supervised display of fireworks at (give specific location) Howard County
Fairgrounds in the County of Howard and the State of

IA to be shown on Tuesday, July 3, 2012. The competent

person authorized to conduct the display J + M Displays
(LEAD SHOOTER OR J & M DISPLAYS)

This permit for supervised display of fireworks is granted this the _____ day of _____, 20____

Jami Schwickerath, Vice President
 Signature of applicant

Jami Schwickerath 507 259 3549
 Printed name of applicant Telephone Number

9/15/12
 Date of Application

 Signature of authorized person issuing permit

 Title

 Address & Telephone

**CITY OF CRESCO
CASH & INVESTMENT BY FUND
AS OF APRIL 30, 2012**

	CASH BALANCE	INVESTMENT BALANCE	FUND BALANCE
001	General Fund	125,570.58	867,308.80
002	General Fund-Hotel/Motel	921.68	21,500.00
110	Road Use Tax Fund	5,388.90	544,800.00
112	Employee Benefits Trust	5,436.58	489,954.00
114	Health Ins Partial Self Fund	-	50,216.44
119	Emergency Fund	1,715.80	17,500.00
122	Local Option Tax Project	1,383.57	582,700.00
127	Urban Renewal TIF Area	1,419.58	77,000.00
160	CIDC/CityRevol.Loan-bus.	1,329.05	121,000.00
181	Cresco Telecommunic	1,592.66	88,300.00
182	Rehab/Housing	1,028.21	15,400.00
183	Equip.Repair-Fitness Ctr	322.85	85,900.00
184	City Park Trust	951.09	8,000.00
185	Recreation Supply	1,881.73	22,000.00
187	Equipment Replace	664.47	27,250.00
188	Fire Equipment Trust	1,466.34	156,000.00
189	Library Trust Fund	718.86	65,377.54
190	Office/Computer Equip.	1,708.83	52,000.00
191	Street Equipment Trust	1,048.64	100,250.00
197	Retirement Trust	615.02	6,000.00
200	Debt Service Fund	1,533.57	494,000.00
304	Street Project 2007	1,614.75	73,000.00
306	Sewer Project	1,090.22	253,300.00
309	Bike Trail 2007	390.72	3,500.00
314	Street 1St Ave Project	949.55	2,200.00
315	Smart Planning Grant Fund	1,810.70	17,000.00
316	Street 2nd Ave Project	1,344.93	30,000.00
600	Water Utility Fund	5,792.58	217,800.00
601	Water Deposit Trust	1,925.82	53,000.00
602	Water Utility Repair	1,888.05	78,000.00
610	MSSU Revenue	2,049.24	384,000.00
612	MSSU Operation/Maint	1,529.87	-
613	MSSU Replacement	1,081.75	296,300.00
614	MSSU Rev.Bond Int	1,439.80	150,000.00
615	MSSU Rev Debt Serv	1,427.77	154,000.00
620	Cap Imp Water, Sewer, Storm	1,361.17	257,900.00
670	Yard Waste Fund	698.55	94,000.00
	Totals	183,093.48	5,956,456.78
		3%	97%
			<u>6,139,550.26</u>

Checking - Cresco Bank & Trust (operating)	0.10%	183,093.48
Checking - CUSB (credit cards)	0.20%	2,508.80
Money Market - Cresco Bank & Trust	0.10%	5,838,354.00
MMKT Hlth Ins Partial Self Funded	0.10%	50,216.44
Library MMKT Interest rate	0.10%	5,377.54
Library CD matures 6/14/12 (24 month)	1.99%	<u>60,000.00</u>

\$ 6,139,550.26

City of Cresco
 General Fund Expenditures
 For 10 Months Ended April 30, 2012

General Fund:	Actual Expense	Budget Expense	Percentage of Budget used to date	
Police	301,022	374,035	80%	
Fire	45,862	66,340	69%	
Airport	16,502	32,000	52%	includes taxiway project (partially paid by grant)
Library	157,270	195,945	80%	
Theatre	44,772	64,300	70%	includes theatre projector this year
Park	54,687	77,000	71%	
Fitness Ctr	357,586	448,500	80%	
Law Center	91,987	116,900	79%	1/2 cost of LEC wages, benefits, utilities, supplies
Civil Defense	14,143	16,100	88%	HC Emergency Mgmt fee; siren maintenance
Animal Control	1,143	1,800	64%	dog pound
Garbage	432,283	521,200	83%	Hawkeye Sanitation for garbage & recycling
Tree	0	1,500	0%	Boulevard trees (will purchase in May)
Contrib/Other Agency	1,000	4,000	25%	NE IA Comm Action & Helping Services NE IA
Comm Beautification	4,710	5,300	89%	Elm Street planters; welcome sign & xmas ligts, etc
Planning & Zoning	0	900	0%	wages (will be paid in June)
Council	7,425	13,500	55%	wages
Mayor	4,333	5,200	83%	wages
Administration	104,972	196,000	54%	
Elections	3,719	4,500	83%	Elections held every other year
Legal	10,270	17,200	60%	
City Hall	12,057	22,600	53%	
Miscellaneous	13,634	14,000	97%	nuisance house expense (will be transferred out)
Total	1,679,377	2,198,820	76%	10 months should be about 83% of budget

CITY OF CRESCO
 REVENUE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2012

Should be 83%

	CURRENT PERIOD	YEAR-TO-DATE ACTUAL	CURRENT BUDGET	BUDGET BALANCE	% OF BUDGET
001-GENERAL FUND	475,385.42	1,941,373.60	2,253,313.00	311,939.40	86.16
002-GENERAL - HOTEL/MOTEL	0.00	14,856.85	18,000.00	3,143.15	82.54
110-ROAD USE TAX FUND	30,022.17	321,061.21	360,000.00	38,938.79	89.18
112-EMPLOYEE BENEFITS TRU	188,417.13	473,612.46	505,950.00	32,337.54	93.61
113-I-JOBS FUNDING	0.00	11.65	0.00	(11.65)	0.00
114-HEALTH INS PART SELF	2,827.00	26,638.93	0.00	(26,638.93)	0.00
119-EMERGENCY FUND	10,594.66	26,268.85	28,420.00	2,151.15	92.43
121-LOCAL OPTION REVENUE	28,771.13	322,881.41	380,000.00	57,118.59	84.97
122-LOCAL OPTION TAX PROJ	25,940.50	292,432.25	347,000.00	54,567.75	84.27
127-URBAN RENEWAL TIF ARE	7,807.96	17,270.74	19,000.00	1,729.26	90.90
160-CIDC/CITY CRESCO REVO	2,824.59	14,819.11	16,481.00	1,661.89	89.92
181-CRESCO TELECOMMUNICAT	895.40	3,744.36	4,950.00	1,205.64	75.64
182-REHAB/HOUSING FORF/TR	1.23	40,719.50	205,200.00	164,480.50	19.84
183-EQUIPMENT/REPAIR-FITN	6.85	16,601.86	13,600.00	(3,001.86)	122.07
184-CITY PARK TRUST/DONAT	30.64	74.20	250.00	175.80	29.68
185-RECREATION SUPPLY REV	1.75	3,415.63	10,000.00	6,584.37	34.16
187-EQUIPMENT REPLACEMENT	2.17	46.76	400.00	353.24	11.69
188-FIRE EQUIPMENT TRUST	12.44	29,252.42	24,600.00	(4,652.42)	118.91
189-LIBRARY TRUST FUND	0.44	612.57	2,000.00	1,387.43	30.63
190-OFFICE/COMPUTER EQUIP	4.15	80.54	500.00	419.46	16.11
191-STREET TRUST FUND	156.45	5,196.02	83,400.00	78,203.98	6.23
197-RETIREMENT TRUST FUND	0.48	12.23	9,500.00	9,487.77	0.13
200-DEBT SERVICE FUND	117,187.50	314,969.07	348,363.00	33,393.93	90.41
304-STREET SHOP PROJ.2007	5.82	113.82	0.00	(113.82)	0.00
306-SEWER PROJECT	20.20	644,984.58	776,000.00	131,015.42	83.12
309-BICYCLE TRAIL 2007	0.28	80.77	0.00	(80.77)	0.00
314-STREET 1ST AVE PROJEC	0.18	156.49	0.00	(156.49)	0.00
315-SMART PLANNING GRANT	15,001.36	30,003.50	52,500.00	22,496.50	57.15
316-STREET 2ND AVE PROJEC	2.39	40,024.93	240,000.00	199,975.07	16.68
600-WATER UTILITY FUND	36,104.46	407,087.38	444,600.00	37,512.62	91.56
601-WATER DEPOSITS TRUST	924.23	8,900.67	12,600.00	3,699.33	70.64
602-WATER UTILITY REPAIR	6.22	33,657.52	30,600.00	(3,057.52)	109.99
610-MSSU REVENUE FUND	59,437.52	613,748.17	702,000.00	88,251.83	87.43
612-MSSU OPERATION/MAINT	3,500.00	355,905.87	550,200.00	194,294.13	64.69
613-MSSU REPLACEMENT FUND	5,023.63	45,454.53	47,000.00	1,545.47	96.71
614-MSSU REV BOND INT SIN	11,011.96	81,150.78	81,700.00	549.22	99.33
615-MSSU REV DEBT SERVICE	12.28	10,226.81	11,000.00	773.19	92.97
620-WATER & SEWER C.I.	3,723.76	38,075.38	46,800.00	8,724.62	81.36
670-YARD WASTE FUND	3,120.81	31,705.63	39,400.00	7,694.37	80.47
830-STATE GRANTS/ECON.DEV	0.00	2,962.00	3,000.00	38.00	98.73
GRAND TOTAL REVENUES	1,028,785.16	6,210,191.05	7,668,327.00	1,458,135.95	80.98

*** END OF REPORT ***

CITY OF CRESCO
EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2012

Should be 83%

	CURRENT PERIOD	YEAR-TO-DATE ACTUAL	CURRENT BUDGET	BUDGET BALANCE	% OF BUDGET
001-GENERAL FUND	152,967.22	1,679,379.35	2,198,820.00	519,440.65	76.38
002-GENERAL - HOTEL/MOTEL	0.00	16,009.35	18,000.00	1,990.65	88.94
110-ROAD USE TAX FUND	28,858.25	239,808.69	365,775.00	125,966.31	65.56
112-EMPLOYEE BENEFITS TRU	36,301.52	372,830.86	501,950.00	129,119.14	74.28
113-I-JOBS FUNDING	0.00	20,272.78	21,000.00	727.22	96.54
114-HEALTH INS PART SELF	3,000.00	9,000.00	0.00	(9,000.00)	0.00
119-EMERGENCY FUND	4,838.27	7,053.05	35,100.00	28,046.95	20.09
121-LOCAL OPTION REVENUE	28,771.13	322,881.41	380,000.00	57,118.59	84.97
122-LOCAL OPTION TAX PROJ	29,440.77	241,845.35	367,500.00	125,654.65	65.81
127-URBAN RENEWAL TIF ARE	0.00	2,441.53	18,000.00	15,558.47	13.56
160-CIDC/CITY CRESCO REVO	0.00	130.00	20,500.00	20,370.00	0.63
181-CRESCO TELECOMMUNICAT	919.89	39,020.22	54,250.00	15,229.78	71.93
182-REHAB/HOUSING FORF/TR	9,224.01	66,819.61	236,000.00	169,180.39	28.31
183-EQUIPMENT/REPAIR-FITN	0.00	6,617.08	30,000.00	23,382.92	22.06
184-CITY PARK TRUST/DONAT	0.00	0.00	4,000.00	4,000.00	0.00
185-RECREATION SUPPLY REV	0.00	4,675.00	12,000.00	7,325.00	38.96
187-EQUIPMENT REPLACEMENT	0.00	0.00	3,000.00	3,000.00	0.00
188-FIRE EQUIPMENT TRUST	0.00	2,600.00	2,600.00	0.00	100.00
189-LIBRARY TRUST FUND	0.00	4,623.28	18,100.00	13,476.72	25.54
190-OFFICE/COMPUTER EQUIP	0.00	0.00	2,000.00	2,000.00	0.00
191-STREET TRUST FUND	2,362.00	11,509.95	30,500.00	18,990.05	37.74
197-RETIREMENT TRUST FUND	1,900.00	1,900.00	1,900.00	0.00	100.00
200-DEBT SERVICE FUND	0.00	44,193.75	345,810.00	301,616.25	12.78
304-STREET SHOP PROJ.2007	0.00	1,889.74	78,000.00	76,110.26	2.42
306-SEWER PROJECT	0.00	634,659.54	962,000.00	327,340.46	65.97
309-BICYCLE TRAIL 2007	0.00	150.00	0.00	(150.00)	0.00
314-STREET 1ST AVE PROJEC	7,349.11	234,927.10	255,000.00	20,072.90	92.13
315-SMART PLANNING GRANT	0.00	11,192.80	50,000.00	38,807.20	22.39
316-STREET 2ND AVE PROJEC	0.00	8,680.00	218,000.00	209,320.00	3.98
600-WATER UTILITY FUND	37,230.84	359,574.63	434,000.00	74,425.37	82.85
601-WATER DEPOSITS TRUST	320.00	6,640.00	13,000.00	6,360.00	51.08
602-WATER UTILITY REPAIR	32.76	5,731.23	7,600.00	1,868.77	75.41
610-MSSU REVENUE FUND	19,500.00	491,900.00	686,000.00	194,100.00	71.71
612-MSSU OPERATION/MAINT	35,871.37	359,454.70	551,500.00	192,045.30	65.18
613-MSSU REPLACEMENT FUND	36,364.40	71,364.40	128,000.00	56,635.60	55.75
614-MSSU REV BOND INT SIN	0.00	9,099.50	81,200.00	72,100.50	11.21
620-WATER & SEWER C.I.	2,076.26	8,039.07	16,000.00	7,960.93	50.24
670-YARD WASTE FUND	3,603.20	17,983.02	31,250.00	13,266.98	57.55
830-STATE GRANTS/ECON.DEV	0.00	2,962.00	3,000.00	38.00	98.73
GRAND TOTAL EXPENSES	440,931.00	5,317,858.99	8,181,355.00	2,863,496.01	65.00

*** END OF REPORT ***

45-421

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION

To the Auditor of HOWARD County, Iowa:

The City Council of Cresco in said County/Countries met on 5/21/12, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. thereupon, the following resolution was introduced.

RESOLUTION No. 051202

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE : 2012
(AS AMENDED LAST ON 11/7/11.)

Be it Resolved by the Council of the City of Cresco

Section 1. Following notice published 5/9/12

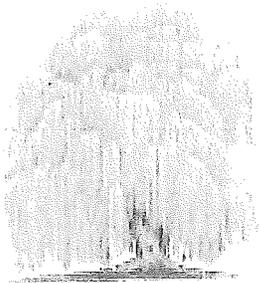
and the public hearing held, 5/21/12 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	1,792,997	0	1,792,997
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	1,792,997	0	1,792,997
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	18,000	0	18,000
Other City Taxes	6	483,597	0	483,597
Licenses & Permits	7	13,065	0	13,065
Use of Money and Property	8	90,963	0	90,963
Intergovernmental	9	935,377	10,000	945,377
Charges for Services	10	2,103,100	0	2,103,100
Special Assessments	11	0	0	0
Miscellaneous	12	125,328	3,500	128,828
Other Financing Sources	13	2,105,900	29,500	2,135,400
Total Revenues and Other Sources	14	7,668,327	43,000	7,711,327
Expenditures & Other Financing Uses				
Public Safety	15	778,985	46,500	825,485
Public Works	16	1,238,375	16,000	1,254,375
Health and Social Services	17	4,000	0	4,000
Culture and Recreation	18	1,053,605	27,000	1,080,605
Community and Economic Development	19	331,700	22,450	354,150
General Government	20	371,430	0	371,430
Debt Service	21	345,810	0	345,810
Capital Projects	22	1,245,000	0	1,245,000
Total Government Activities Expenditures	23	5,368,905	111,950	5,480,855
Business Type / Enterprises	24	1,232,550	44,500	1,277,050
Total Gov Activities & Business Expenditures	25	6,601,455	156,450	6,757,905
Transfers Out	26	1,579,900	29,500	1,609,400
Total Expenditures/Transfers Out	27	8,181,355	185,950	8,367,305
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	28	-513,028	-142,950	-655,978
Continuing Appropriation	29	0	N/A	0
Beginning Fund Balance July 1	30	4,152,116	0	4,152,116
Ending Fund Balance June 30	31	3,639,088	-142,950	3,496,138

Passed this 21st day of May 2012
(Day) (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor



Willow Courtyard
Dale & Rhonda Vrba
116 N Elm St.
Cresco, Ia 52136

May 11, 2012,

Cresco City Council,

I am requesting an adjustment to my water bill for The Willows trailer park. There was a water leak at one of our main water lines running underground to feed trailers.

We determined an underground water leak was our problem. The leak was isolated and the line was shut off. We have been working with Daly Plumbing and Heating of Cresco on this project. Due to the wet conditions and all the rain this last month we have not been able to dig and repair the problem.

This water that had leaked was under ground and not going into the sewer system. It is for this reason that I am asking for an adjustment to the bill. I would like to request to have our last months billing adjusted to cover only the water that went through the meter and not the sewer rate.

Thank you for your time and consideration

Willow Courtyard

Dale and Rhonda Vrba

Transaction File Maintenance - (Drill Down)

File Edit Options Help



Account Number

Transaction #

Transaction | Bill-Recap | Bill-Meter | Bill-Non-Meter

Type

Date

G/L Posting Date

Receipt #

Reference

Balance Forward

Amount

Adjustment Code

Packet

Revenue Code Amount

Description

R/C	Description	Amount
100	WATER	280.03
190	WA TAX	19.60
200	SEWER	607.68
290	SE TAX	42.54
400	YARD WASTE	1.75
500	RECYCLING	4.29
600	CAPITAL IMPROVEMENTS	2.00

Unapplied Total

Exit

Inquiry cresco2

May 1, 2012
 Sewer \$ 607.68 +
 Average 303.55 -
 0002

Sales Tax

Total to Adjust 304.13 *

* 7% = 21.29

Total Credit = 325⁸42

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING SIGNERS ON DEPOSIT ACCOUNTS

WHEREAS, the City of Cresco maintains deposit accounts at Cresco Bank & Trust, and including but not limited to checking, money markets, savings and certificates of deposit, and

BE IT RESOLVED, by the City Council of the City of Cresco, Iowa, that the authorized signers be Michelle Girolamo or Rodney Freidhof, as employees of the City of Cresco, to be authorized to operate and maintain the deposit accounts with Cresco Bank & Trust, and

BE IT RESOLVED, by the City Council of the City of Cresco, Iowa, that the Safe-T-Fund money market account authorized signers be Michelle Girolamo or Rodney Freidhof, as employees of the City of Cresco, to be authorized to operate and maintain this deposit account with Cresco Bank & Trust, and

BE IT FURTHER RESOLVED, that this resolution supersedes Resolution Number 101001 dated October 4, 2010 and ensures that Michelle Girolamo or Rodney Freidhof are the only authorized signers on all accounts for the City of Cresco at Cresco Bank & Trust.

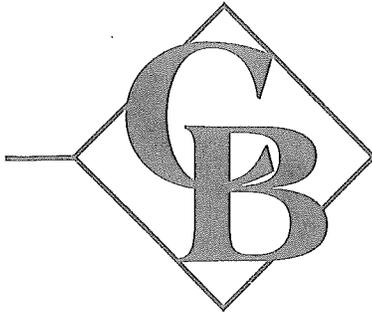
PASSED AND APPROVED THIS 21ST DAY OF MAY, 2012.

Mark Bohle, Mayor

ATTEST:

I, Michelle Girolamo, City Clerk of the City of Cresco, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings the above was adopted.

Michelle Girolamo, City Clerk



A division of Decorah Bank & Trust Company

Cresco Bank & Trust Company

126 Second Avenue S.E. ♦ Cresco, Iowa 52136

May 9, 2012

City of Cresco
Safe-T-Fund
PO Box 317
Cresco IA 52136

Dear Michelle,

This letter is in regards to your money market account number 57242289 with a dual signature requirement. With the advancement in technology and clearing processes, the bank cannot review checks that are converted to ACH, internet banking and cash management transactions and other such electronic payments. With this in mind, we are requiring a Dual Signature Release and Hold Harmless Agreement on this account.

If you wish to continue the dual signature requirement, please read, sign and return the enclosed agreement in the postage paid envelope. There is an additional \$5.00 per month charge for this service; however, the bank agrees to waive this charge if you wish to continue this requirement. If you feel this additional service is no longer needed, please sign, date and return this letter and we will remove this requirement from your account.

If you have any question please call me at 563-547-2244.

Thank you,

Personal Banker
Cresco Bank & Trust Company

Authorization to remove the dual signature requirement from the account listed above.

Signature

date

Signature

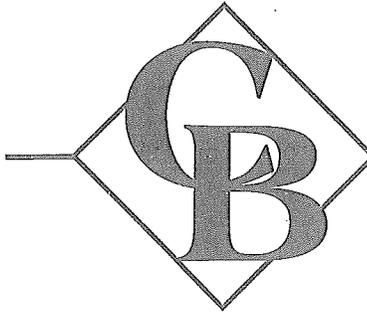
date



563-547-2244 ♦ FAX 563-547-5052 ♦ www.crescobank.com ♦ info@crescobank.com

PRINTED ON RECYCLED PAPER





A division of Decorah Bank & Trust Company

Cresco Bank & Trust Company

126 Second Avenue S.E. ♦ Cresco, Iowa 52136

DUAL SIGNATURE RELEASE AND HOLD HARMLESS AGREEMENT

City of Cresco, Safe-T-Fund has accounts at Cresco Bank & Trust Company, A Division of Decorah Bank & Trust Company, and have requested two signatures on checks written on account 57242289. I hereby acknowledge the bank is only able to monitor those checks or withdrawals that physically clear the Bank, and those transactions considered electronic, such as checks converted to ACH, phone, internet banking and web transactions will not be monitored. We also agree to indemnify and hold harmless Cresco Bank & Trust Company, A Division of Decorah Bank & Trust Company, against any losses or damages it may suffer by virtue of the request to monitor dual signatures on said account. We also acknowledge that our checks will have two signature lines and the statement "two signatures required" printed on them, and applicable fees may be charged.

Signature

Date

Signature

Date



563-547-2244 ♦ FAX 563-547-5052 ♦ www.crescobank.com ♦ info@crescobank.com

 PRINTED ON RECYCLED PAPER





NATIONAL ELEVATOR INSPECTION SERVICES, INC.

TO: Cresco Public Library
320 North Elm Street
Cresco, Iowa 52136

LOCATION: Same

STATE ID: 7335

CONTRACT #:

1. **INSPECTION.** National Elevator Inspection Services, Inc. ("NEIS") will inspect the elevators at the above listed location as required per authority having jurisdiction. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved solely to NEIS and its Client. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and NEIS that any such person or entity, other than Client or NEIS, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

2. **FEE.** The fee for this Agreement will be \$58 per elevator, per inspection. The Fee for re-inspection will be \$40 per elevator, per inspection. The fee for witnessing annual escalator test will be N/A per escalator, per inspection. All other services will be performed in accordance with the attached fee schedule. (Exhibit A). The term for this contract will be 3 Years.

1 units @ \$58/unit = \$58.00

3. **CANCELLATION.** This Agreement is subject to a 30 (thirty) day cancellation notice by either party in writing or by email.

4. **INDEPENDENT CONTRACTOR.** In performing its services under this Agreement, NEIS shall be deemed to be acting as an independent contractor, and it is not an agent, servant, employee, or representative of Client. NEIS shall not be responsible for the activities of any contractors or subcontractors or their employees or agents at the Site.

5. **STANDARD OF CARE.** THE SERVICES, FINDINGS, AND/OR INFORMATION PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES GENERALLY ACCEPTED IN NEIS' PROFESSION FOR USE IN SIMILAR ASSIGNMENTS. CLIENT ACKNOWLEDGES AND AGREES THAT NEIS HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY NEIS.

6. **ASSIGNMENT.** The Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of NEIS, which shall not be unreasonably withheld or delayed.

7. **LIMITATION OF LIABILITY.** The inspections described above are provided only to Client. It is understood that Client shall be free to adopt or reject, in whole or in part, any information given by NEIS as the result of the inspections performed. No undertaking by NEIS pursuant to this Agreement shall be construed to create a basis for reliance by any employee of Client or by any third person on the safety of any equipment, method or process used or employed within Client's premises. NEIS' liability for its negligent professional acts, errors and omissions shall be limited to the value of fee received from Client for the services provided pursuant to this Agreement.

8. **CLAIM.** If Client makes a claim against NEIS, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by NEIS in defending the claim. Any cause of action brought against NEIS shall be brought within one-year of the work or services performed under this Agreement. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

9. **GOVERNING LAW AND SURVIVAL.** The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State where the services are provided. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities shall survive the termination of this Agreement for any cause.

NATIONAL ELEVATOR INSPECTION SERVICES, INC.

COMPANY NAME

NAME, TITLE and DATE

J.A. MARCHACK
PRESIDENT

Chip Sealing for Summer of 2012

- (1) Cost of oil has increased by 31 cents per gallon over last year.
This will cost us about \$1,860 more per load this year.
- (2) I-Jobs grant had paid for one load of oil & chips for the past two years but that program is done
- (3) We have enough to purchase one load before June 30th and could get two more loads after July 1st however then it may short us next summer and we may not be able to purchase a load the next June.
- (4) This fiscal year we have spent \$7,900 for rock and cold mix asphalt and may need some more
Last year we spent \$12,900 for rock & cold mix
- (5) If we only purchase 2 loads this summer (June and July) then we can't do as much chip sealing.
There are two biggest sections to consider and the chip sealing does not hold up very well.
5th Street - costs \$4,200 for oil & chips (uses 1,200 gallons of oil and 6 loads chips)
12th Ave - costs \$3,600 for oil & chips (uses 1,000 gallons of oil and 6 loads chips)
These costs are based on the new prices for this year on oil. We are still waiting for a cost for chips.
- (6) If we don't chip seal those two streets then we will probably have complaints about the dust.
- (7) If we don't chip seal those two streets then maybe we use that savings to put extra rock on the road and grade it to get a good base and a crown on the road.

Choices to make:

- (1) Do we get 3 loads of oil for chip sealing this year and do most of the town including 5th St & 12th
- (2) Do we get 2 loads of oil for chip sealing this year and not do 5th St & 12th Ave and do as much as we can?
- (3) Do we try to build up the two roads with rock and grading?
- (4) How do we address complaints about dust?