

NOTICE AND CALL OF PUBLIC MEETING

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA

DATE OF MEETING: DECEMBER 16, 2013

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 December 2, 2013
4. Approval of Minutes from December 2, 2013 Worksession
5. Approval of Minutes from December 11, 2013 Worksession
6. Approval of Class C Liquor License (LC) (Commercial) for Howard County Agricultural Society d/b/a Mighty Howard County Fair – Howard County Expo Center
7. Approval of Class C Liquor License (LC) (Commercial) for Derek Deden d/b/a The Pitt Stop
8. Approval of Class C Liquor License (LC) (Commercial) for Big Daddy Hideaway Corp. d/b/a Hideway Lounge
9. Approval of Application for Tax Abatement under the Urban Revitalization Plan for Nordschow Family Associates LP
10. Approval of Application for Tax Abatement under the Urban Revitalization Plan for Judy Kerian
11. Approval of Final Pay Request from Skyline Construction for \$9,879.83 for Watermain Looping Project
12. Approval of Excavators License for:
 - a. MB Inc
 - b. Kitchen Construction LLC
 - c. Mracek Plumbing, Heat & Elec LLC
 - d. Mehmert Tiling Inc
 - e. Skyline Construction Inc

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

1. Public Works
2. Police
3. Administration

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

1. Application for Tax Abatement under the Urban Revitalization Plan for John & Peggy Loveless
 2. Request from Mike Carey for a Sewer Adjustment due to a Water Leak for Water Not Entering the Sanitary Sewer
 3. Recognition of Jeff Freidhof for Serving 20 Years on the Cresco Park Board
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4. Recognition of Brad Burke for Organizing Drug Dog Fundraiser
5. Official Notice from the Iowa DOT for an HMA Resurfacing Project on Iowa Highway 9
6. Industrial Sewer Rental Agreement Between Cresco Food Technologies LLC and City of Cresco, Iowa
7. Resolution to Accept the 5th Avenue SW, Vernon Road & Highway 9 Watermain Improvements Project

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 DECEMBER 14, 2013.

The Cresco City Council met December 2, 2013, at 7:00 pm at City Hall. Council members Carman, Bouska, McGee, McCarville and Loveless were present. No council members were absent.

Bouska made the motion to approve the consent agenda which included approval of the agenda; claims; minutes of the November 18, 2013 meeting. McGee seconded and it passed all ayes.

Public Works Director Rod Freidhof reported (a) the Street Department has all the Christmas lights up. One light pole needs replacing and they will inspect the other poles when the lights are taken down; (b) staff will go to Decorah to watch the grinding of their yardwaste as we are contemplating doing that in the future; (c) asbestos abatement is scheduled for December 9th and Bergo Environmental will take care of all the required notifications with the DNR; (d) watermain break was fixed by the school last week; (e) jetting the sanitary sewer lines; (f) Municipal Pipe will televise some lines on the Granger Road to determine if they need lining or replacing as part of the street project.

Police Chief Tim Ruroden submitted his monthly report. Officer Jarchow has been busy with Thor and has also been assisting other agencies with drug investigations and arrests. Lieutenant Godman was informed that Cresco was one of only two departments in Iowa receiving an award for the National Night Out.

City Clerk Michelle Girolamo reported: (a) Audit Report was distributed at the last meeting and since there were no questions or concerns Hogan Hanson will not present it at a Council Meeting; (b) the Rehab Housing Project is finished with 8 houses rehabilitated for \$238,395 of which the City paid \$40,000 and the rest was a CDBG grant. Grant proceeds of \$68,805 were forfeited due to lack of applications of eligible houses; (c) Mediacom sent a notice that rates will be increasing January 1st; (d) Department Heads are turning in their budgets so we will start working on that. Sue and Michelle are going to a Budget Workshop to learn how the new Commercial Property Tax Rollback will affect cities and their budgets.

Girolamo reported results of the election as submitted by the Howard County Supervisor's Abstract of Votes. Cresco Mayor: Mark Bohle 482 votes; Troy Cleveland 163 votes. Mark Bohle is duly elected for the office of Cresco Mayor for the term of 2 years. Cresco Council Member-at-Large: Steve McCarville 602 votes; no other votes. Steve McCarville is duly elected for the office of Cresco Council Member-at-Large for a term of 4 years. Cresco Council Member, 2nd Ward: Amy Bouska 138 votes; Jeff Henderson 101 votes; Michael Huffman 16 votes; Duane Omar 33 votes. Amy Bouska is duly elected for the office of Cresco Council Member, 2nd Ward for a term of 4 years. Each took the Oath of Office.

Council Member Carman opened the discussion on installing stop signs at the intersection of 5th Avenue East and 3rd Street East. Loveless made the motion to install stop signs on 5th Avenue East for eastbound and westbound traffic. Carman seconded and it passed all ayes.

Mayor asked if there were any comments from the audience. Council Member McCarville made a public apology for making an incorrect comment at the last meeting that the City had paid all the expenses on the log cabin. After researching it, he discovered that the City had not paid the expenses and the Howard County Historical Society had paid \$15,445 for repairs to the cabin. He apologized for his mistake.

Carman moved to adjourn at 7:21 pm. McGee seconded and it passed all ayes. The next regular Cresco City Council meeting will be at 7:00 pm on December 16, 2013 at Cresco City Hall.

Following is a list of claims approved for payment:

3B CONSTR	Supp	4,670.13
ALLIANT ENERGY	Elect	13,518.12
BILLMYER FURN	Equip	1,095.00
BLACK HILLS	Nat gas	4,306.80
BOEKE, Jeff	Dep Ref	79.44
BROWN SUPPLY	Supp	187.68
CITY LAUNDERING	Srvc	375.36
CITY OF CRES	Util	939.59
CPU	Srvc	154.00
CRES COMM FIRE	Donation	150.00
CRES FIRE SAFETY	Srvc	51.00
CRES TPD	Publication	398.51
CROELL REDI-MIX	Supp	662.38
CULLIGAN	Supp	79.01
DAKOTA	Supp	159.09
DALCO	Supp	614.62
DATA TECH	License	4,160.00
FAREWAY	Lease	1.00
FEDERAL SAFETY	Supp	289.50
FOLEY'S CONST	Equip	720.00
GRUBE CONST	Rprs	77.00
GRUBE LAWN	Srvc	600.00
HACH	Supp	94.32
HANKE, NICHOLAS	Dep Ref	23.41
HANSON TIRE	Rprs	16.60
HAWKEYE SAN	Garbage	41,301.77
HEALTHY CONTRIB	Fees	17.50
JOHNSON ACCTG	Srvc	33.75
LANGUM, KEITH	Dep Ref	73.30
LEIGH ENVIR	Equip	624.50
LEUCHTENMACHER, TRACY	Dep Ref	59.08
MATT PARROTT	Supp	180.95
MILLER FENCE	Equip	3,862.76
MUNICIPAL MGT	Srvc	600.00
O'HENRY'S	Supp	432.30
PAYROLL		67,313.41
PEPSI-COLA	Concessions	806.12
PETTY CASH	Postage	158.31
POOL TECH	Supp	144.77
POSTMASTER	Postage	495.91
PRINCIPAL LIFE	Insur	82.94
RICOH	Copier	835.09
ROBERTS, JOHNNY	FC ref	218.75
SAM'S DISCOVER	Supp	653.61
SIMMERING-CORY	Rehab hg	5,173.00
SIMS TV & ELECT	Rprs	65.00
SMITH, LINDA	FC ref	260.00
SPORTSMITH	Supp	818.10
STOREY KEN	Office Supp	132.24
TASC	Fees	327.80
TREAS, ST OF IA	Sales Tax	5,388.90
WHKS & CO	Engr srvc	9,992.65
WINDSTREAM	Phone	1,098.58
WINN COOP	Lease	1.00

GENERAL	104,841.59
LOST PROJECT	7,900.92
FIRE STATION BLDG	452.73
MEDIACOM	302.09
CRESO COMM FIRE	525.94
ROAD USE	12,570.20
EMPLOYEE BENEFITS	387.85
FITNESS CENTER	2,065.00
REHAB HOUSING	5,173.00
STREET ASSESSMENT	9,992.65
WATER	14,440.99
WATER DEP	235.23
WATER EQUIP REPL	167.03
SEWER	12,326.31
CAP IMPROVE	899.26
YARDWASTE	2,293.86
EXPENDITURES	174,574.65
Revenues 11/5 to 12/2/13	128,236.48

Mayor Bohle called to order a special session of the Cresco City Council on December 2, 2013 at 7:24 pm at City Hall. Council members Carman, Bouska, McGee, McCarville and Loveless were present. No council members were absent.

Council discussed nuisance houses and cleaning up the trailer parks in town. Fran Burke explained that she tries to keep the residents of the trailer park to keep it clean. Attorney Joe Braun suggested that the Nuisance House Ordinance be updated to include verbiage about unsightly and deteriorated conditions. A committee consisting of Amy Bouska, Steve McCarville, Mark Bohle, Rod Freidhof and Michelle Girolamo was formed. John Loveless will be an alternate council member. Samples of ordinances from neighboring towns will be used to update Cresco's Ordinance.

Carman moved to adjourn at 8:00 pm. McGee seconded and it passed all ayes. The next regular Cresco City Council meeting will be at 7:00 pm on December 16, 2013 at Cresco City Hall.

Mayor Mark Bohle

City Clerk Michelle Girolamo

Mayor Bohle called to order a special session of the Cresco City Council on December 11, 2013 at 2:00 pm at City Hall. Council members Carman, Bouska, McGee, and Loveless were present. McCarville arrived at 2:02 pm. No council members were absent.

Engineers from WHKS & Co., Bill Angerman and Daren Sikkink, presented information regarding the Granger Road Reconstruction Project. Council had previously determined that the project was necessary and to assess a portion of the cost through special assessments. Per City policy, 50% of the overall total project cost, excluding watermain, intersections, sanitary sewer and storm sewers, will be assessed to the abutting properties. Assessments are calculated using the modified Proportional Benefits Curve (Flint) method for all abutting benefitting properties. Corner lots were calculated utilizing the current policy of 100% assessment for the long side and 50% of the short side.

An informational meeting has been scheduled for Thursday December 19, 2013 at 7:00 pm at Cresco Bank & Trust community room to accommodate a potentially large crowd. Invitations will be mailed to all assessed property owners. The Engineers will explain the method of determining assessments, the proposed project and time-line, width of the road, boulevard trees, impact on utilities and services, access to properties during construction etc. There will also be time for questions from the audience.

Proposed assessments were evaluated. Consensus of Council was to be consistent with past practices and continue to utilize the Flint formula for calculating assessments. Assessments will be payable over ten years with an interest rate based on the bonding rate for the project.

Carman moved to adjourn at 3:02 pm. McGee seconded and it passed all ayes. The next regular Cresco City Council meeting will be at 7:00 pm on December 16, 2013 at Cresco City Hall.

Mayor Mark Bohle

City Clerk Michelle Girolamo

License Application (LC0035094)

Applicant

Name of Applicant:	<u>Howard County Agricultural Society</u>		
Name of Business (DBA):	<u>Mighty Howard County Fair -- Howard County Expo Center</u>		
Address of Premises:	<u>314 West 7th Street Fairgrounds</u>		
City: <u>Cresco</u>	County: <u>Howard</u>	Zip: <u>52136</u>	
Business Phone:	<u>(563) 547-5231</u>		
Mailing Address:	<u>P.O. Box 83</u>		
City: <u>Cresco</u>	State: <u>IA</u>	Zip: <u>52136</u>	

Contact Person

Name:	<u>Thomas Barnes</u>		
Phone:	<u>(563) 547-4996</u>	Email Address:	<u>tbarnes@mhcfair.com</u>

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

Term: 12 months

Effective Date: 01/01/2014

Expiration Date: 12/31/2014

Privileges:

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

Status of Business

BusinessType:	<u>Privately Held Corporation</u>		
Corporate ID Number:	<u>58737</u>	Federal Employer ID #	<u>04-0320324</u>

Ownership

*Waiting for
Dram Shop
approval
from insur. Co.*

Brad Holten

First Name: Brad

Last Name: Holten

City: Cresco

State: Iowa

Zip: 52136

Position Vice President

% of Ownership 0.00 %

U.S. Citizen

Don Ferrie

First Name: Don

Last Name: Ferrie

City: Cresco

State: Iowa

Zip: 52136

Position President

% of Ownership 0.00 %

U.S. Citizen

Kristi Burnikel

First Name: Kristi

Last Name: Burnikel

City: Cresco

State: Iowa

Zip: 52136

Position Treasurer

% of Ownership 0.00 %

U.S. Citizen

Thomas Barnes

First Name: Thomas

Last Name: Barnes

City: Cresco

State: Iowa

Zip: 52136

Position Executive Secretary

% of Ownership 0.00 %

U.S. Citizen

Insurance Company Information

Insurance Company: National Casualty Company

Policy Effective Date:

Policy Expiration Date:

Bond Effective Continuously:

Dram Cancel Date:

Outdoor Service Effective Date:

Outdoor Service Expiration Date:

Temp Transfer Effective Date:

Temp Transfer Expiration Date:

License Application (LC0035834)

Applicant

Name of Applicant:	<u>Derek Deden</u>		
Name of Business (DBA):	<u>the pitt stop</u>		
Address of Premises:	<u>107 2nd Ave SE</u>		
City: <u>Cresco</u>	County: <u>Howard</u>	Zip: <u>52136</u>	
Business Phone:	<u>(563) 547-4242</u>		
Mailing Address:	<u>107 2nd Ave SE</u>		
City: <u>Cresco</u>	State: <u>IA</u>	Zip: <u>52136</u>	

Contact Person

Name:	<u>derek deden</u>		
Phone:	<u>(641) 330-5381</u>	Email Address:	<u>derekdeden@yahoo.com</u>

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

Term: 12 months

Effective Date: 01/07/2013

Expiration Date: 01/06/2014

Privileges:

Class C Liquor License (LC) (Commercial)
Sunday Sales

Status of Business

BusinessType:	<u>Sole Proprietorship</u>		
Corporate ID Number:	Federal Employer ID # <u>Applied For</u>		

Ownership

derek deden

First Name: derek

Last Name: deden

City: Cresco

State: Iowa

Zip: 52136

Position owner

% of Ownership 100.00 %

U.S. Citizen

Insurance Company Information

Insurance Company:	<u>Liberty Surplus Insurance Corporation</u>		
Policy Effective Date:	<u>01/07/2013</u>	Policy Expiration Date:	<u>01/07/2014</u>
Bond Effective Continuously:		Dram Cancel Date:	
Outdoor Service Effective Date:		Outdoor Service Expiration Date:	
Temp Transfer Effective Date:		Temp Transfer Expiration Date:	

Waiting for
Dram Shop
approval from
insur. Co

License Application (LC0021677)

Applicant

Name of Applicant:	<u>Big Daddy Hideaway Corp.</u>		
Name of Business (DBA):	<u>Hideaway Lounge</u>		
Address of Premises:	<u>212 S Elm St</u>		
City: <u>Cresco</u>	County: <u>Howard</u>	Zip: <u>52136000</u>	
Business Phone:	<u>(563) 547-3422</u>		
Mailing Address:	<u>212 South Elm Street</u>		
City: <u>Cresco</u>	State: <u>IA</u>	Zip: <u>521360000</u>	

Contact Person

Name:	<u>Wayne Lepa</u>		
Phone:	<u>(563) 547-3422</u>	Email Address:	

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

Term: 12 months

Effective Date: 01/12/2014

Expiration Date: 01/11/2015

Privileges:

Class C Liquor License (LC) (Commercial)
Sunday Sales

Status of Business

BusinessType:	<u>Privately Held Corporation</u>		
Corporate ID Number:	<u>118658</u>	Federal Employer ID #	<u>42-1304744</u>

Ownership

Wayne Lepa

First Name: Wayne

Last Name: Lepa

City: Cresco

State: Iowa

Zip: 52136

Position Owner

% of Ownership 100.00 %

U.S. Citizen

Insurance Company Information

Insurance Company:	<u>Illinois Casualty Co</u>		
Policy Effective Date:	<u>01/12/2014</u>	Policy Expiration Date:	<u>01/11/2015</u>
Bond Effective Continuously:		Dram Cancel Date:	
Outdoor Service Effective Date:		Outdoor Service Expiration Date:	
Temp Transfer Effective Date:		Temp Transfer Expiration Date:	

APPLICATION FOR TAX ABATEMENT UNDER THE
URBAN REVITALIZATION PLAN FOR

CRESCO, IOWA

Date 12-6-2013

Prior Approval for
Intended Improvements

Approval of Improvements
Completed

Address of Property: 809 2nd Ave SW Cresco, IA 52136

Legal Description: _____

Title Holder or Contract Buyer: Norvichan Family Associates LP (Windridge)

Address of Owner (if different than above): 2948 Silver Creek Rd Decorah, IA 52101

Phone Number (to be reached during the day): 563-380-6805

Existing Property Use: _____ Residential Commercial _____ Industrial _____ Vacant

Proposed Property Use: Agriculture Repair & Sales

Nature of Improvements: New Construction _____ Addition General Improvements

Specify: Additional 150 x 90 new building & Improvement to 60 x 120 existing
out building

Estimated or Actual Date of Completion: Dec 31, 2013

Estimated or Actual Cost of Improvements: _____

Tax Exemption Schedule is attached.

Signed: E. L. Mahler

APPLICATION FOR TAX ABATEMENT UNDER THE
URBAN REVITALIZATION PLAN FOR

CRESKO, IOWA

Date 12-2-13

Prior Approval for
Intended Improvements

Approval of Improvements
Completed

Address of Property: 211 12th Ave W. Cresco, IA 52136

Legal Description: W 100' E 215' N 8 RDS LOT 7 BLK 3 BEADLES SUBD
NW NW & PT BLK 8 IR SURV NW

Title Holder or Contract Buyer: Judy Kerian

Address of Owner (if different than above): 217 Royal Oaks Dr. Cresco, IA 52136

Phone Number (to be reached during the day): 563-547-3570

Existing Property Use: Residential Commercial Industrial Vacant

Proposed Property Use: Garage - Vehicle / Storage

Nature of Improvements: New Construction Addition General Improvements

Specify: 24' x 40' Garage

Estimated or Actual Date of Completion: 12-4-13

Estimated or Actual Cost of Improvements: ---

Tax Exemption Schedule is attached.

Signed: Judy Kerian

2905 South Broadway
 Rochester, MN 55904
 Phone: 507.288.3923



FINAL PAYMENT ESTIMATE
 FOR CONSTRUCTION WORK COMPLETED

Project: 5th Avenue SW, Vernon Road & Highway 9 Watermain Improvements
 Project No.: 7670
 Location: Cresco, IA
 Contractor: Skyline Construction, Inc.

Bid Price: \$122,213.29
 Date: 12/13/2013
 Estimate #: 4-FINAL
 % Complete: 110%

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
(A) 5th Avenue SW Watermain Improvements								
1.	Remove & Replace 6" Concrete Pavement	288	S.Y.	\$49.99	184.42	0.00	184.42	\$9,219.16
2.	Remove & Replace HMA Pavement	86	S.Y.	\$80.09	97	0	97	\$7,768.73
3.	Remove & Replace Granular Surfacing	127	S.Y.	\$12.99	0	0	0	\$0.00
4.	Remove Concrete Walk	7	S	\$1.00	0	0	0	\$0.00
5.	Remove & Reconstruct 4" Sanitary Service	20	L.F.	\$30.00	48	0	48	\$1,440.00
6.	Remove Hydrant	2	Each	\$150.00	2	0	2	\$300.00
7.	Remove Gate Valve	3	Each	\$100.00	3	0	3	\$300.00
8.	Remove Watermain	50	L.F.	\$2.00	60	0	60	\$120.00
9.	Topsail Borrow (LV)	50	C.Y.	\$10.00	50	0	50	\$500.00
10.	Watermain Fittings	740	lbs	\$6.00	798	0	798	\$4,788.00
11.	F & I 6" Watermain	48	L.F.	\$60.00	55	0	55	\$3,300.00
12.	F & I 6" Gate Valve & Box	4	Each	\$800.10	4	0	4	\$3,200.40
13.	F & I 6" Hydrant	2	Each	\$4,000.00	2	0	2	\$8,000.00
14.	F & I 8" Watermain	997	L.F.	\$20.20	1,067	0	1,067	\$21,553.40
15.	F & I 8" Gate Valve & Box	2	Each	\$1,000.00	2	0	2	\$2,000.00
16.	Reconnect Water Services (does not include curb stop)	3	Each	\$1,000.00	3	0	3	\$3,000.00
17.	Reconstruct Water Service (includes curb stop)	1	Each	\$1,000.00	2	0	2	\$2,000.00
18.	F & I 4" Polystyrene Insulation	64	S.F.	\$10.00	64	0	64	\$640.00
19.	F & I Silt Fence, Preassembled	65	L.F.	\$3.00	0	0	0	\$0.00
20.	Inlet Protection	1	Each	\$200.00	0	0	0	\$0.00
21.	Seeding	18,000	S.F.	\$0.04	18,000	0	18,000	\$720.00
22.	Temporary Seeding	15,000	S.F.	\$0.03	0	0	0	\$0.00
23.	Dust Control	3	Each	\$400.00	0	0	0	\$0.00
24.	Temporary Water Service	1	L.S.	\$400.00	0	0	0	\$0.00
25.	Traffic Control	1	L.S.	\$400.00	1	0	1	\$400.00
26.	Class 12 Excavation (Trench Rock)	25	C.Y.	\$10.00	0	0	0	\$0.00
ADDITIONAL ITEMS								
27.	Concrete Mix Design Change	26	C.Y.	\$19.00	26	0	26	\$494.00
28.	Concrete Thickness Change	10.50	C.Y.	\$115.00	10.50	0	10.50	\$1,207.50
TOTAL (A)								\$70,951.19

Item No.	Description	Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
(B) Vernon Road Watermain Improvements								
1.	Remove & Replace 6" Concrete Pavement	30	S.Y.	\$70.00	114.30	0	114.30	\$8,001.00
2.	Remove & Replace HMA	50	S.Y.	\$50.00	0	0	0	\$0.00
3.	Remove & Replace Concrete Walk	5	S.Y.	\$50.00	5	0	5	\$250.00
4.	Remove Hydrant	2	Each	\$150.00	2	0	2	\$300.00
5.	Remove Gate Valve	2	Each	\$100.00	2	0	2	\$200.00
6.	Remove Gate Valve Box	3	Each	\$25.00	3	0	3	\$75.00
7.	Remove Watermain	20	L.F.	\$2.00	30	0	30	\$60.00
8.	Topsoil Borrow (LV)	20	C.Y.	\$10.00	30	0	30	\$300.00
9.	F & I 4" DIP Watermain	10	L.F.	\$125.00	10	0	10	\$1,250.00
10.	Watermain Fittings	267	lbs	\$8.80	456	0	456	\$4,012.80
11.	F & I 4" Gate Valve & Box	1	Each	\$800.05	1	0	1	\$800.05
12.	F & I 6" DIP Watermain	25	L.F.	\$70.00	66	0	66	\$4,620.00
13.	F & I 6" Gate Valve & Box	4	Each	\$800.10	4	0	4	\$3,200.40
14.	F & I 6" Hydrant	2	Each	\$4,000.00	2	0	2	\$8,000.00
15.	Reconnect Water Services (does not include curb stop)	5	Each	\$400.00	5	0	5	\$2,000.00
16.	Seeding	10,000	S.F.	\$0.20	10,000	0	10,000	\$2,000.00
17.	Traffic Control	1	LS	\$199.99	1.00	0	1.00	\$199.99
ADDITIONAL ITEMS								
18.	Remove & Replace with Structured Fill	61.25	Ton	\$15.00	61.25	0	61.25	\$918.75
19.	Concrete thickness change	6.50	C.Y.	\$115.00	6.50	0	6.50	\$747.50
20.	Remove HMA Pavement only	83	S.Y.	\$4.50	83.00	0	83	\$373.50
21.	Granular Subbase - Class A	28	C.Y.	\$25.00	28.00	0	28	\$700.00
TOTAL (B)								\$38,008.99

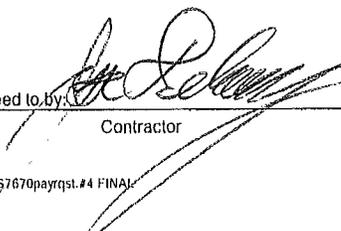
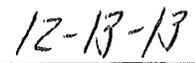
Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
(C) Iowa Highway 9 Watermain Improvements								
1.	Remove Watermain	15	L.F.	\$10.00	15	0	15	\$150.00
2.	Topsoil Borrow (LV)	20	C.Y.	\$5.00	50	0	50	\$250.00
3.	F & I 8" HDPE Watermain	113	L.F.	\$22.22	129	0	129	\$2,866.38
4.	F & I 12" HDPE Casing by HDD	90	L.F.	\$80.80	90	0	90	\$7,272.00
5.	F & I 8" DIP Watermain	10	L.F.	\$200.00	18	0	18	\$3,600.00
6.	Watermain Fittings	464	lbs	\$6.55	452	0	452	\$2,960.60
7.	F & I 8" Gate Valve & Box	3	Each	\$1,000.00	3	0	3	\$3,000.00
8.	F & I 4" Polystyrene Insulation	64	S.F.	\$6.95	0	0	0	\$0.00
9.	F & I Hydrant Protective Posts	4	Each	\$300.00	0	0	0	\$0.00
10.	Exploratory Excavation	4	Hrs	\$10.00	66	0	66	\$660.00
11.	Inlet Protection	1	Each	\$300.00	0	0	0	\$0.00
12.	Seeding	3,000	S.F.	\$0.20	3,000	0	3,000	\$600.00
13.	Traffic Control	1	LS	\$650.00	1.0	0.0	1.0	\$650.00
ADDITIONAL ITEMS								
14.	1" Union coupler	1	Each	\$75.00	1	0	1	\$75.00
15.	Compensation for additional exploratory excavation	1	L.S.	\$3,327.62	0.00	1	1	\$3,327.62
TOTAL (C)								\$25,411.60

Total Work Completed (A+B+C) \$134,371.78

Less 0% Retainage \$0.00

Less Previous Payments \$124,491.95

Net Payment This Estimate \$9,879.83

Agreed to by:  Contractor  Project Manager  12-13-13 Date

To Whom it may concern,

I am the Rev. Mike Carey, pastor of the United Methodist Church in Cresco. Our church owned home is at 310 North Elm. I am writing to request a review of my city utilities bill of 12/01/2013.

My normal bill usually runs between \$40 – 50. The most recent showed a balance owed of \$265.95 with the biggest increases in sewage and water. Upon checking, I discovered that the water softening unit in the basement was cracked and leaking, a condition that has been fixed. However, the water from the leak all ran in the floor drain of the basement which I believe is not considered city sewer. I would therefore respectfully request that the present charge on my bill be waived and that I be allowed to pay an average of my past bills.

Thank you for your consideration.

Respectfully

A handwritten signature in cursive script that reads "Mike Carey".

Rev. Mike Carey

310 North elm

Cresco

December 4, 2013

547 – 2782

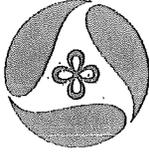
563-203-0286

ACCOUNT #	CUSTOMER NAME	PROPERTY LOCATION	CURR BALANCE			CHARGE	TAX	PEN	TOTAL	BALANCE
			PREVIOUS	PRESENT	CONSUMPT					
5001201	REV. MICHAEL CAREY	314 N ELM ST							265.95	
6/01/13	SE SEWER	41604 42801	1197	BILL	11.60	.00		11.60		
					-----			-----		
					11.60	.00		11.60		
6/03/13	SE SEWER			PMT				11.60-		
					-----			-----		
					.00	.00		11.60-		
7/01/13	SE SEWER	42801 44148	1347	BILL	11.83	.00		11.83		
					-----			-----		
					11.83	.00		11.83		
7/02/13	SE SEWER			PMT				11.83-		
					-----			-----		
					.00	.00		11.83-		
7/31/13	SE SEWER	44148 45713	1565	BILL	11.83	.00		11.83		
					-----			-----		
					11.83	.00		11.83		
8/13/13	SE SEWER			PMT				11.83-		
					-----			-----		
					.00	.00		11.83-		
8/30/13	SE SEWER			PMT				13.04-		
					-----			-----		
					.00	.00		13.04-		
9/01/13	SE SEWER	45713 47550	1837	BILL	13.04	.00		13.04		
					-----			-----		
					13.04	.00		13.04		
10/01/13	SE SEWER	47550 49453	1903	BILL	13.51	.00		13.51		
					-----			-----		
					13.51	.00		13.51		
10/02/13	SE SEWER			PMT				13.51-		
					-----			-----		
					.00	.00		13.51-		
11/01/13	SE SEWER	49453 53549	4096	BILL	29.08	.00		29.08		
					-----			-----		
					29.08	.00		29.08		

		CHARGES	CREDITS
** CUSTOMER TOTAL **	<i>Total Sewer chgs prior to mths. average</i>	6/90.89	61.81-
		<i>\$15.15</i>	
** REPORT TOTAL **		90.89	61.81-

*Curr. mo. Sewer chg. 156.90
avc. - 15.15*

Possible adjnt amt \$141.75



Iowa Department of Transportation

District 2, 1420 4th Street SE, Mason City, IA 50401-4438
641-423-7584 or 800-477-4368, Fax 641-423-0246

December 3, 2013

County: Humboldt
Project No.: NHSX-009-7(34)--3H-45
Notification Letter No.: 2014-M-217

The Honorable Mark Bohle
Mayor of Cresco
130 North Park Place
Cresco, IA 52136-1594

RE: Hot Mix Asphalt (HMA)
Resurfacing on Iowa 9

Dear Mayor Bohle:

This is official notification to your City Council that the Iowa Department of Transportation (DOT) proposes to let an HMA resurfacing project on Iowa 9 from the east corporation limits of Cresco east to 2 miles east of Ridgeway on April 15, 2014. A part of said project lies within the city.

The work will be done in accord with the current Form 810034 "Agreement for Primary Road Extension Maintenance and Operation". Project costs will be paid from the Primary Road Fund and no charges will be made against the City.

The project is proposed for construction during 2014.

Subject to the approval of, and without expense to the DOT, the City agrees to perform (or cause private utilities to perform), all relocations, alterations, adjustments or removals of existing utility facilities including but not limited to power, telephone and telegraph lines, natural gas pipelines, water mains and hydrants, curb boxes, utility accesses, sanitary sewers, and related poles, installations and appurtenances, whether privately or publicly owned, and all other facilities or obstructions which are located within the limits of an established street or alley and which will interfere with construction of the project, all in accordance with the Utility Accommodation Policy of the DOT. No utility relocations are anticipated to be needed with this project.

Resident Engineer, Ron Loecher, of New Hampton, Iowa, telephone number 641-394-3161, will advise you of the contractor's proposed schedule when the information is available.

We would appreciate this project notification being included on your next City Council meeting agenda as a matter of information for the Council members.

If you have any questions concerning the work involved, please contact this office as soon as possible in order to expedite any possible changes.

Sincerely,

A handwritten signature in cursive script that reads "E. Jon Ranney".

E. Jon Ranney, P.E/ P.L.S.
District Engineer

Cc: Deanne Popp
Office of Local Systems - DOT

INDUSTRIAL SEWER RENTAL AGREEMENT
BETWEEN
CRESCO FOOD TECHNOLOGIES LLC
AND
CITY OF CRESCO, IOWA

EFFECTIVE 08/01/13

EXPIRES 07/31/2014

INDUSTRIAL SEWER RENTAL AGREEMENT

In This agreement entered into this 1st day of August, 2013, between the City of Cresco, Iowa, hereinafter known as the "Owner" and Cresco Food Technologies LLC at 717 2nd Ave SE, Cresco, IA 52136, hereinafter known as the "User."

It is hereby agreed that the Owner shall provide the use of its water pollution control facilities in accordance with the effluent limitations, monitoring requirements and other conditions set forth in this Agreement. Water pollution control facilities include the municipal sanitary sewer collection system and publicly owned treatment works (POTW).

It is hereby agreed that the User will adhere to the Plan of Action filed with the Iowa Department of Natural Resources (IDNR) dated December 19, 2012. If the Plan of Action is not followed, the City reserves the option to suspend sanitary service to CFT until deficiencies are corrected.

A. AGREEMENT EXPIRATION DATES

- a. The conditions of this Agreement become effective immediately upon issuance. The conditions of this Agreement supersede any arrangements or requirements established by the Owner pertaining to discharges from the User to the water pollution control facilities.
- b. This Agreement shall expire one (1) year from date of issuance. At that time City Council shall review Agreement violations and may adjust surcharge amounts higher. In addition, either a new 1 year Agreement will be issued or a 5 year Agreement will be issued to coincide with the expiration date of the current NPDES permit of the Owner's POTW.

B. MODIFICATIONS TO THIS AGREEMENT

- a. If in the future it becomes necessary for the Owner to provide additional treatment facilities for a higher degree of treatment, this Agreement may be modified by the Owner to increase or decrease the rates charged the User so as to properly reflect changes in capital costs of the Owner.
- b. If operation and maintenance costs should increase significantly, this Agreement may be modified by the Owner to increase the rates charged the User so as to properly reflect changes in operating costs to the Owner.
- c. If effluent limitations for the POTW, as set forth in the NPDES permit are modified, this Agreement may be modified by the Owner to change the discharge limitations of the User during the term of the Agreement. The NPDES permit grants authority to the Owner to discharge treated wastewater to an unnamed tributary to Silver Creek. The Owner shall notify the User of any change in the NPDES permit at least 60 days prior to the effective date of change.
- d. If analysis of discharge samples reveals a significant consistency in discharge composition, this Agreement may be modified by the Owner to reduce the frequency of sampling and/or and analysis of samples.
- e. If the User increases its production capacity, or modifies its industrial process in such a way that the quantity or strength of its discharges will exceed the limitations of this Agreement, or modifies a discharge point into the municipal sanitary sewer collection system, a revised Agreement and new limitations shall be established. The User shall be responsible for applying for a revised Agreement at least 180 days prior to the proposed production increase or process modification.

C. ~~INDUSTRIAL PROCESS DESCRIPTION~~

The User is a food processing facility that handles products including but not limited to: yeasts, milk products, meat stocks, plant fiber products, hydrogenated oils, and fish oils. The products being treated may vary on a weekly basis. It is understood by the Owner that there is a single discharge point from the User to the municipal sanitary sewer collection system. It is a continuous process so discharge is always being released to the Owner's water pollution control facilities, although flow rates vary. The discharge is from the cleaning of equipment and other uses.

D. EFFLUENT LIMITATIONS

- a. The discharge of said User into water pollution control facilities of the Owner shall not violate Chapter 97 of Cresco Code of Ordinances. The discharge shall also be in accordance with the Iowa Department of Natural Resources Operation Agreement Application Treatment Agreement for the User's facility (Exhibit A).
- b. The discharges from the User are subject to the following limitations where they enter the municipal sanitary sewer collection system.

Table 1: Discharge Limitations

<u>Discharge Parameter</u>	<u>Daily Maximum</u>	<u>30-Day Average Limit</u>
Flow	100,000 gal/day	67,000 gal/day
BOD ₅	360 ppd or 650 mg/L	250 ppd or 450 mg/L
TKN	20 ppd or 36 mg/L	13 ppd or 24 mg/L
TSS	300 ppd or 540 mg/L	220 ppd or 400 mg/L
Fats-Oils-Grease (FOG)	150 mg/L or 84 ppd	100 mg/L or 56 ppd
PH	5.5-10.0	5.5-10.0

If discharge is out of these parameters for more than one (1) minute it will be considered a violation.

Paraffin or insoluble substances 0 0

E. MONITORING

- a. Flows will be read from the User's water meter on a monthly basis. The User may submit calculations to deduct evaporated cooling water off of the water usage. If calculations are not submitted, then the monthly flow will be equal to the monthly water usage.
- b. The User must record continuous pH measurements with a chart recorder or similar device.
- c. The User must record the instantaneous pH value of the discharge every Thursday morning at 8 AM.
- d. The User must have in place a flow proportional sampling device and must take 24 hour flow-paced composite samples of its discharge. The sampler shall capture all phases of the discharge, including suspended fats, oils, grease and other insoluble substances.
- e. The User shall be responsible for calibrating and maintaining its analytical and sampling instrument as required to ensure accuracy of measurements.
- f. The User shall provide calibration records for the equipment to the Owner at the Owner's request.
- g. In the event that monitoring equipment must be out of service for any length of time, the User shall inform the Owner of the condition and estimated duration of non-service immediately.
- h. The Owner shall have authority to install its own pH monitoring, sampling and flow recording equipment at any time with 30 days notice to the User.
- i. The site for the City sampler shall be inside the building next to the User's sampler.
- j. The Owner shall collect grab samples from the sampling location at the Owner's discretion.

- k. The User shall grant the Owner access to the User's monitoring and recording equipment at the Owner's request for purposes of inspection or data collection.
- l. All access to the sampling station shall be inside the delivery area next to the receiving scales. The only area in the User's facility that the Owner shall enter without prior permission is the sampling area, solely for the purpose of collecting samples.
- m. The User shall have the discharge tested by a laboratory certified by the State of Iowa on the following basis:
 - (1) Once per Week: Acidity (pH), Biological Oxygen Demand (BOD₅), Total Suspended Solids (TSS), Total Kjeldahl Nitrogen (TKN), and Fats-Oils-Grease (FOG).
 - (2) Any Day When the Industrial Process Significantly Changes or Equipment Washdown Occurs and Testing Has Not Already Been Done: Acidity (pH), Biological Oxygen Demand (BOD₅), Total Suspended Solids (TSS), Total Kjeldahl Nitrogen (TKN), and Fats-Oils-Grease (FOG).

F. REPORTING

- a. The User must submit to the Owner, once a month, a report containing the daily records of pH, analytical test results corresponding to the monitoring and testing schedule shown in Section E, and calculated loads discharged to the Owner. The report must be submitted to the Owner no later than the tenth of each month.
- b. MSDS sheets for all materials at the Users Facility in quantities greater than 10 gallons shall be provided to the Owner and be up-to-date at all times.
- c. The User shall submit to the Owner a report of the products and chemicals received, processed and wasted. The Owner will treat this list as privileged information.

- d. The Owner reserves the right to request, in writing to the User, that the User have the discharge tested for concentrations of heavy metals.

G. CALCULATION OF MONTHLY STATEMENT

- a. The User shall receive a bill from the Owner no later than the fifteenth of each month. The bill will include charges listed in this section.
- b. The User shall pay the monthly charges for the full amount discharged under each parameter listed in this section. Loads in excess of the limits stated in Section D (Effluent Limitations) are also subject to a surcharge as stated in Section H (Violations and Violation Procedures). The surcharges shall only apply to the loads that are over the applicable limits.
- c. Loads discharged will be determined by the test results of daily samples and average daily flows determined from the monthly flow records.
- d. In the absence of daily test results, approximate daily values will be calculated based on test results from periods of similar product handling, and average daily flows determined from the monthly flow records.
- e. The following is the formula for calculating the monthly charges. Surcharges are listed in Section H (Violations and Violation Procedures).
 - i. Flow: $\$12/1000 \text{ gpd} \times 30\text{-day average flow (gpd)}$.
 - ii. BOD₅: $\$7.01/\text{lb BOD}_5 \times 30\text{-day average BOD}_5 \text{ (ppd)}$
 - iii. TKN: Does not have a regular charge.
 - iv. TSS: Does not have a regular charge.
 - v. Fats-Oils-Grease (FOG): Does not have a regular charge.
 - vi. pH: Does not have a regular charge.
 - vii. Paraffin or other insoluble substances: Does not have a regular charge.

- viii. Capital Improvement Recovery: The capital improvement recovery charge is \$849.50.
- ix. Laboratory testing of the discharge is not included in the above operation and maintenance charge. The User shall be responsible for the cost of testing.

H. SURCHARGES

a. The User shall pay for all or a portion of any fines or penalties assessed to the Owner under the following circumstances;

i. If the User exceeds its allocated share in any parameter and that exceedance is the direct cause of the POTW exceedance of its design characteristic (which could not be avoided by proper operation or maintenance) which causes an exceedance in its NPDES permit limitation and that violation results in the state or federal government assessment of a fine or penalty – 100% of the fine or penalty as a separate charge.

ii. If the User is within its allocated share in any parameter and the POTE exceeds its NPDES permit limitation and that violation results in the state or federal government assessment of a fine or penalty which is not the responsibility of the operators – the User's pro rata share of User Charges and not a separate charge.

b. If the discharge is not in compliance with the limitations set forth in Section D (Effluent Limitations) of this Agreement, it shall be considered a violation of this Agreement. Violations shall be issued a surcharge as calculated in this section.

i. Flow: For each month the Monthly Actual Average Flow exceeds Monthly

Average Limit:

\$12/1000 gpd x 30-Day Average Flow (gpd) x 2.00 penalty.

- ii. BOD₅: for each day Daily Actual Load exceeds Daily Maximum Load:
\$1.00/lb BOD₅ x (Daily Actual BOD₅ (ppd)- Daily Maximum BOD₅ (ppd)).
- iii. BOD₅: for each month the Actual Monthly Average Load exceeds 30-Day Average Limit: \$1.00/lb BOD₅ (Actual 30-day Average BOD₅(ppd) – 30-Day Average Limit BOD₅(ppd)) x (30 days/month) x 2.00 penalty
- iv. TKN: for each day Daily Actual Load exceeds Daily Maximum Load:
\$1.00/lb TKN x (Daily Actual TKN (ppd)- Daily Maximum TKN (ppd)).
- v. TKN: for each month the Actual Monthly Average Load exceeds 30-Day Average Limit: \$1.00/lb TKN (Actual 30-day Average TKN(ppd) – 30-Day Average Limit TKN(ppd)) x (30 days/month) x 2.00 penalty
- vi. TSS: for each day Daily Actual Load exceeds Daily Maximum Load:
\$1.00/lb TSS x (Daily Actual TSS (ppd)- Daily Maximum TSS (ppd)).
- vii. TSS: for each month the Actual Monthly Average Load exceeds 30-Day Average Limit: \$1.00/lb TSS (Actual 30-day Average TSS(ppd) – 30-Day Average Limit TSS (ppd)) x (30 days/month) x 2.00 penalty
- viii. FOG: for each day Daily Actual Load exceeds Daily Maximum Load:
\$1.00/lb FOG x (Daily Actual FOG (ppd)- Daily Maximum FOG (ppd)).
- ix. FOG: for each month the Actual Monthly Average Load exceeds 30-Day Average Limit: \$1.00/lb FOG (Actual 30-day Average FOG(ppd) – 30-Day Average Limit FOG (ppd)) x (30 days/month) x 2.00 penalty
- x. pH: A surcharge of \$2,000/day for each instance of violation shall apply.
- xi. Paraffin or other insoluble substances: A surcharge of \$2,000/day for each instance of violation shall apply. The appearance of paraffin or other insoluble substances will be determined by visual observation by City staff. City staff shall decide whether the substances originate from

the User's facility after making reasonable efforts to observe the condition of the sewer collection system and POTW.

- c. If a spill or accidental discharge occurs because the Spill Prevention Plan as discussed in Section I was not followed, a surcharge of \$2,000/day shall apply.
- d. If damages to the sanitary sewer collection system or POTW or private property are caused by the User's discharge, an additional surcharge will apply that is equal to the costs incurred by the Owner to correct any deficiency and/or repair any damages.
- e. If the monthly monitoring report is not received by the Owner by the tenth day of each month, the User shall notify the Owner to explain reasons for lateness, at which time the Owner may choose to assess a surcharge not to exceed \$500. Each subsequent day on which the report is not received shall be subject to an additional surcharge of \$100/day.
- f. If the records are not supplied in the monthly report corresponding to the requirements of Section F a surcharge of \$1,000/day will be applied for each day in the records that do not conform to the requirements.
- g. In the event that either the flow or pH monitoring or sampling equipment owned and operated by the User is out of service for longer than 48 hours the Owner may elect to temporarily assume the flow or monitoring duties until the User's equipment is returned to service, with all costs associated with the temporary monitoring program billed to the User.
- h. The Owner will charge the User a surcharge of \$20/day in lieu of the calculated surcharge if the calculated surcharge for any of the above items is less than \$20/day,
- i. The Owner may charge the User a surcharge of \$100/day if the pH meter is not operational within the timeframe stated under Section E (Monitoring).

I. SPILL PREVENTION

The User shall maintain, at a minimum, the spill prevention plan submitted to the Owner from the User in a letter dated 1/10/08 (Attachment A) and shall also comply with the provisions proposed to the City on 6/29/12 (Attachment B). The plan as described in this letter was: "All the drains in the vicinity of the unloading, storage and process areas have been fitted with drain plugs and drain covers. These plugs and covers remain in place during unloading and when ever the product is being stored in the tanks and when the process is in operation. Tanks designed to catch and separate the FOG material are in place at both CIP stations."

J. ACCIDENTAL DISCHARGES

The User shall notify the Owner immediately via telephone upon having a slug or accidental discharge of substance or wastewater in violation of this Agreement in order to enable counter measures to be taken by the Owner to minimize damage to the wastewater treatment facilities and receiving waters. Telephone the POTW at 563-547-3600. Accidental discharges resulting from a failure to comply with the Spill Prevention Plan as described in Section I shall result in a surcharge. Failure to notify the Owner of such a discharge shall result in a double surcharge. Such notification shall not relieve the User for any liability described in the terms of this Agreement.

K. SUSPENSION OF AGREEMENT

- a. In the event that there are more than six (6) violations in any 365 period, the Owner may order that the User cease its exceedances of allocated share limits within thirty (30) days and if not corrected within such time period may order the User to suspend any further discharge pursuant to this agreement until corrected.

- b. In the event that any violation exceeds the stated applicable limits by more than 25%, the User shall, within thirty (30) days, submit to the Owner a compliance plan to prevent further such exceedances. The compliance plan shall be submitted to the Owner within thirty (30) days after notice of such violation. If an acceptable compliance plan is not submitted to the Owner within this time limit the Owner may order the User to suspend any further discharge pursuant to this Agreement until the User complies with this provision.
- c. The Owner may revoke this Agreement if the User fails to factually report the discharge constituents and characteristics; fails to report significant changes in discharge constituents and characteristics; refuses reasonable access to its premises for the purposed of inspection and monitoring; or violates conditions of the Agreement, the applicable municipal ordinances, or applicable State and Federal regulations.
- d. The user will pay all outstanding penalties and fines before the agreement begins.
- e. Any penalties and fines incurred during the tenure of the agreement will be added to the utility bill. If utility bills are not paid, the Owner may discontinue service to the User.

L. NOTIFICATION OF VIOLATION

In the event of a violation of this Agreement, the Owner shall notify the User through a letter separate from the monthly bill. The User shall have 20 days to appeal the violation. Said appeal must be addressed to the City Administrator in writing.

This agreement is entered into and agreed upon by the City of Cresco and Cresco Food Technologies LLC, Inc. on this _____ day of _____, 2013.

CRESO FOOD TECHNOLOGIES LLC

By _____

CITY OF CRESO, IOWA

By _____
Mayor

ATTEST:

By _____
City Clerk

RESOLUTION NUMBER 121301

RESOLUTION TO ACCEPT THE 5TH AVENUE SW, VERNON ROAD
& HIGHWAY 9 WATERMAIN IMPROVEMENTS PROJECT

WHEREAS, on March 18, 2013, the City of Cresco, Iowa, entered into contract with Skyline Construction, Inc. of Decorah, Iowa, for the construction of the 5th Avenue SW, Vernon Road & Highway 9 Watermain Improvements Project; and

WHEREAS, the City contracted the engineering firm, WHKS & Co., to represent the City and to inspect the public improvements; and

WHEREAS, said contractor has fully completed the construction of the improvements, known as the 5th Avenue SW, Vernon Road & Highway 9 Watermain Improvements Project, in accordance with the terms and conditions of said contract and WHKS & Co. recommends to Council that the project be accepted.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cresco, Iowa:

Section 1. That the report of the Engineer is hereby approved and adopted and the improvements are hereby accepted as having been fully completed in accordance with the plans, specifications and contract. The total contract cost of the improvements payable under said contract including additional items is hereby determined to be \$134,371.78.

Section 2. The total project cost including construction, engineering, legal and administrative cost is estimated to be approximately \$173,300.

Section 3. Funding was provided by a General Obligation Note. A Benefitted Water Service Area No. 1 is designated in the Cresco Code of Ordinances. The lots within Service Area No. 1 constitute a Benefitted Service Area to be served by connection to the city water utility. The original cost to the City of extending the City water utility to the properties in Service Area No. 1 is \$_____. The Benefitted Service Area contains approximately 491 linear feet. A water connection fee of \$_____ per linear foot will be imposed on all lots within Service Area No. 1.

Council member _____ moved the adoption of the foregoing Resolution accepting the 5th Avenue SW, Vernon Road & Highway 9 Watermain Improvements Project. Council member _____ seconded said motion. A roll call vote was requested by the Mayor and said roll call vote resulted as follows:

Ayes: _____
Nays: _____
Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the 5th Avenue SW, Vernon Road & Highway 9 Watermain Improvements Project are accepted.

PASSED AND APPROVED THIS 16TH DAY OF DECEMBER, 2013.

Mark Bohle, Mayor

ATTEST: _____
Michelle Girolamo, City Clerk