

NOTICE AND CALL OF PUBLIC MEETING

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA

DATE OF MEETING: MARCH 4, 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 February 18, 2013
4. Approval of Class E Liquor License (LE), Class C Beer Permit (carryout beer), Class B Wine Permit (carryout wine) with Sunday Sales to Ronald B Rear & Evelyn L Kingsley d/b/a Cresco Liquor Store

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. Public Hearing on the Proposed Budget for Fiscal Year Ending June 30, 2014
2. Adoption of Budget and Certification of City Taxes for Fiscal Year July 1, 2013 - June 30, 2014
3. Public Hearing to Amend Chapter 92 Sections 02 and 03 in the City of Cresco Code of Ordinances pertaining to Water Rates
4. First Reading of Proposed Ordinance 443 which Amends Chapter 92 Sections 02 and 03 of the Code of Ordinances of the City of Cresco, Iowa, 1998, Pertaining to Water Rates
5. Public Hearing to Amend Chapter 99 Section 02 in the City of Cresco Code of Ordinances pertaining to Sewer Rates
6. First Reading of Proposed Ordinance 444 which Amends Chapter 99 Section 02 of the Code of Ordinances of the City of Cresco, Iowa, 1998, Pertaining to Sewer Rental
7. Resolution Authorizing the Mayor and City Clerk to enter into a Software Agreement with Data Technologies, Inc.
8. Recommendation to Appoint Kevin Bill to the Airport Commission for a Term Ending January 2019
9. Request for Sewer Adjustment for Water not Entering the Sanitary Sewer System from Kristi Lepa
10. Set Public Hearing on Proposed Plans, Specifications, Form of Contract, and Estimate of Cost of Construction of 5th Avenue SW, Vernon Road and Highway 9 Watermain

Improvements, in and for the City of Cresco, Iowa, and the Taking of Bids for Said
Improvements

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 FEBRUARY 27, 2013.

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

You are hereby notified that the City Council of the City of Cresco, Iowa, will hold a Public Hearing on the 4th day of March, 2013, in Council Chambers at City Hall. At this meeting the Council proposes to amend ordinance chapter 92 sections 02 and 03 regarding water rates.

The proposed amendment may be viewed at Cresco City Hall during normal office hours. This hearing will be conducted during a regular Cresco City Council Meeting starting at 7:00 pm.

Any resident of Cresco wishing to be heard concerning the reasons for or objections to the amendment, must appear at said hearing and voice your opinions.

BY ORDER OF THE CITY COUNCIL OF CRESCO, IOWA


City Clerk Michelle Girolamo

NOTICE OF PUBLIC HEARING

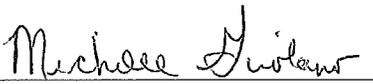
TO WHOM IT MAY CONCERN:

You are hereby notified that the City Council of the City of Cresco, Iowa, will hold a Public Hearing on the 4th day of March, 2013, in Council Chambers at City Hall. At this meeting the Council proposes to amend ordinance chapter 99 section 02 regarding sewer rental.

The proposed amendment may be viewed at Cresco City Hall during normal office hours. This hearing will be conducted during a regular Cresco City Council Meeting starting at 7:00 pm.

Any resident of Cresco wishing to be heard concerning the reasons for or objections to the amendment, must appear at said hearing and voice your opinions.

BY ORDER OF THE CITY COUNCIL OF CRESCO, IOWA


City Clerk Michelle Girolamo

Notes for March 4, 2013 Meeting

Feb 27, 2013

Budget - This is the "FINAL" budget for next year. It needs to be filed by March 15th. We already know of things that may need to be amended but this is our best estimate now.

Rates – Rate increases will be for next fiscal year to try to make up for the loss in revenue due to lower consumptions. This will be the first of three readings of the ordinances.

Software – We decided to switch accounting software programs. There are several improvements in the software that will make our life easier and enhancements such as emailing of water bills. They require a 50% downpayment due on signing with the other 50% when they come to go live with the program. It will take them about 4 months to set up the software and convert our information and then about 6 weeks from beginning to end of going live on all modules.

Sewer Adjustment - Please read Kristi's letter and Barb's notes on the request for a sewer adjustment due to a broken water pipe in a dirt crawl space.

Public Hearing – this is for the watermain project and the public hearing should be set for March 18, 2013. Bids will be received on March 14, 2013 at 2:00 pm.

That is it for now. Basketball is over now so you will be stuck with me doing the roll call votes again. Rod got a lot of good practice so I think he can fill in more often! Have a good weekend.

Michelle

The Cresco City Council met February 18, 2013, at 7:00 pm at City Hall. Council members Carman, Bouska, McGee and McCarville were present. Loveless was absent.

Bouska made the motion to approve the consent agenda which included approval of the agenda; claims; minutes of the February 4, 2013 meeting and worksession; Excavators License for Skyline Construction Inc; street closing for portions of Elm Street and South Park Place on 3/16/13; special Class C Liquor License (BW) (beer/wine) with Sunday sales to Mad Cam Inc d/b/a Mabas Pizza; Class B Native Wine Permit (WBN) to Plantpeddler Inc d/b/a Plantpeddler. Carman seconded and it passed all ayes.

Public Works Director Rod Freidhof reported: (a) a meeting will be February 21st with Alliant Energy, Northway Pump and John Heying from City of New Hampton to discuss possible stray voltage issues at Well #4; (b) Angie Kolz from WHKS is working on our first monthly and quarterly reports for the City's Plan of Action. We will prepare our own after she creates a template for consequent reporting; (c) a tree committee meeting will be scheduled to discuss spring planting; (d) Street Department has been working on trees again; (e) there has been another watermain break on the highway as well as another one east of the Fairgrounds; (f) we are going to replace the pipe under Highway 9 by Casey's where two breaks have occurred and will roll it into the watermain looping project that we are doing this summer.

Police Chief Tim Ruroden reported that they have been very busy and commended his officers for their good work. He asked if he could start working on the basement in preparation of their move to City Hall. Council referred him to discuss with the City Clerk regarding what year the expenses are budgeted in. Some paperwork needs to be filed with the County and the Employee Union regarding dispatchers when the police move to City Hall. Officer Godman received four cubicles valued at \$1,600 that were donated to the Police Department.

Mayor Bohle opened the public hearing for sale of real estate at 610 2nd Street SE described as Lot 25, irregular survey of the NW ¼ of Sec 26, Township 99 north, range 11 west of the 5th p.m., Howard County, Iowa. There were no written or oral comments so the public hearing was closed. Bouska made the motion to approve the resolution authorizing the sale of real estate for \$3,500 to Ronald Horn. McGee seconded and it passed all ayes.

Daren Sikkink from WHKS presented the proposed plans for construction of watermain improvements. The Engineer's opinion of probable construction cost is \$153,722. They are trying to get more bidders interested in the project. Bids will be due March 14, 2013 at 2:00 pm and will be considered at the Council meeting on March 18, 2013.

McGee made the motion to approve the resolution directing Notice to Bidders and Notice of Public Hearing on proposed plans, specifications, form of contract, and estimate of cost of construction of 5th Avenue SW, Vernon Road and Highway 9 watermain improvements, in and for the City of Cresco, Iowa, and the taking of bids for said improvements. Carman seconded and it passed all ayes.

McGee made the motion to approve the recommendation of the Airport Commission to approve a resolution authorizing the Mayor and City Clerk to enter into a Consultant Agreement with Kirkham, Michael & Associates, Inc. to prepare the Airport Layout Plan. Bouska seconded and it passed all ayes.

Bouska made the motion to approve a resolution authorizing the redemption of outstanding General Obligation Capital Loan Notes, Series 2007 of the City of Cresco, State of Iowa, dated January 1, 2007, and directing notice be given. Carman seconded and it passed all ayes.

McGee made the motion to approve a resolution appointing Wells Fargo, National Association of Minneapolis, Minnesota, to serve as Paying Agent, Note Registrar and Transfer Agent, and approving the Paying Agent, Note Registrar and Transfer Agent Agreement and authorizing the execution of the agreement. Bouska seconded and it passed all ayes.

Carman made the motion that the Form of Tax Exemption Certificate be placed on file and approved. McGee seconded and it passed all ayes.

McCarville made the motion that the Form of Continuing Disclosure Certificate be placed on file and approved. McGee seconded and it passed all ayes.

Carman made the motion to approve a resolution authorizing a Form of Loan Agreement and authorizing and providing for the issuance of \$1,700,000 General Obligation Capital Loan Notes, Series 2013, and levying a tax to pay the notes. Bouska seconded and it passed all ayes.

Carman made the motion to approve a resolution setting charges for services to private parties. McGee seconded and it passed all ayes.

Bouska made the motion to approve the recommendation to appoint Jeff Henderson to the Board of Adjustments to fill a position until June 30, 2015. Carman seconded and it passed all ayes.

Carman made the motion to approve the recommendation to appoint Curt McNew to the Cresco Library Board of Trustees and Cresco Library Foundation for a term ending June 30, 2018. McGee seconded and it passed all ayes.

McGee made the motion to approve the recommendation to reappoint Flossie Morrison to the Cresco Library Board of Trustees and Cresco Library Foundation for a term ending June 30, 2018. Carman seconded and it passed all ayes.

McCarville made the motion to set a public hearing for March 4, 2013 for the budget for fiscal year ending June 30, 2014. Carman seconded and it passed all ayes.

Bouska made the motion to set a public hearing for March 4, 2013 for Ordinance #443 regarding water rates. McGee seconded and it passed all ayes.

McGee made the motion to set a public hearing for March 4, 2013 for Ordinance #444 regarding sewer rates. Carman seconded and it passed all ayes.

Carman made the motion to approve a resolution establishing Fund #319 – Street Assessment Project Fund within the City's accounts. Bouska seconded and it passed all ayes.

Bouska made the motion to approve a resolution authorizing the Mayor and City Clerk to enter into a five year Sewer Maintenance Contract with Municipal Pipe Tool Company, LLC. Carman seconded and it passed all ayes.

Mayor asked if there were any comments from the audience. Officer Godman addressed Council and commended them on choosing Tim Ruroden as the Chief of Police. He reported that morale has really improved due to changing their work schedules and getting more involved with public relations. He commended the Chief on finding the officers' strengths and assigning them positions that complimented those strengths. Ruroden thanked him for his comments and said the City has a good, motivated group of guys working in the police department.

Bouska moved to adjourn at 7:30 pm. McGee seconded and it passed all ayes. The next regular Cresco City Council meeting will be at 7:00 pm on March 4, 2013 at Cresco City Hall.

Mayor Mark Bohle

City Clerk Michelle Girolamo

Following is a list of claims approved for payment:		
ADVANCED SYS	MAINT	62.94
ALLIANT	ELECT	518.46
AM RED CROSS	FEE	114.00
BAKER & TAYLOR	BOOKS	1,550.77
BALK LIME	SUPP	3,700.25
BC / BS	INSUR	24,346.98
BOB'S ELECT	SRVC	1,340.65
BODENSTEINER	RPRS	1,758.33
BROWN SUPP	SUPP	352.34
CARMEN BUSS	REIMB	97.18
CARDMEMBER	DVDs	46.45
CASPER P & H	SRVC	193.00
CITY OF CRES	INSUR	3,024.63
CITY OF CRES	UTIL	38.02
CPU	SUPP	35.99
CRES SHOP	ADVERT	305.70
CRES SMALL ENG	SUPP	3.25
CRES TPD	ADVERT	154.57
DALCO	SUPP	279.28
DOUGH AND JOE	SUPP	18.00
FAREWAY	SUPP	19.86
FENCL OIL	GAS	360.81
FENCO	RPRS	200.61
GROUP SRVC	FEE	338.25
H & S MOT	RPRS	1,427.52
HACH	SUPP	80.48
HANSON TIRE	RPRS	20.85
HAWKEYE REC	ELECT	8,580.96
HAWKEYE SAN	GRIT	98.61
HOVEY OIL	FUEL	385.17
HO COUNTY	SHARED LEC	13,041.99
HO COUNTY EXT	TRNG	35.00
IA DEPT NAT RES	TRNG	40.00
IA PUB AIRPORTS	DUES	75.00
JIM DALY ESTATE	BD OF ADJ	60.00
JIM'S AUTO	SUPP	324.97
KEYSTONE LAB	ANALYS	1,074.45
KUBIK	MAINT	145.40
LIFEGUARD STORE	SUPP	1,083.25
LIME SPR HERALD	SUBSC	33.00
PATRICIA MCDANIEL	BOOK	20.00
MIDLAND SCIENT	ANALYS	116.67
MUNICIPAL MAGT	SRVC	600.00
MUNICIPAL PIPE	SRVC	795.00
NE IA APPL	SRVC	144.00
O'HENRY'S	SUPP	1,477.89
PAYROLL		61,405.06
CLAIR R. PECINOVSKY	REIMB PH	19.40
PEPSI-COLA	SUPP	577.50
PETTY CASH	POSTAGE	153.82
POOL TECH	SUPP	867.34
POSTMASTER	POSTAGE	233.00
RICOH	MAINT	705.72
RILEY'S	EQUIP	2,524.00
RUPPERT ACE	SUPP	722.44
SCHUMACHER ELEV	MAINT	134.77
ST. LUKE'S CTR	DUES	148.00
ST HYGIENIC	ANALYS	132.00
STOREY KEN	SUPP	244.74
TASC	FEE	210.80
TYLER TECH	FEE	96.00
U.S. CELL	PHONES	125.74
WEBER PAPER	SUPP	193.56
WELLS FARGO	FEE	400.00

	General Fund	55,108.01
	Road Use Tax	9,932.74
	Emp Benefits	29,572.06
	Local Option Tax	3,117.65
	Cresco Telecom	381.26
	Debt Service	400.00
	Water Utility	17,194.86
	MSSU Operation	20,795.76
	Water & Sewer	869.74
	Yard Waste	42.34
	EXPENDITURES	137,414.42
	Revenues 2/5 to 2/18/13	124,619.11

License Application (LE0000330)

Applicant

Name of Applicant:	<u>Rear & Kingsley, Ronald B. & Evelyn L. Part</u>		
Name of Business (DBA):	<u>Cresco Liquor Store</u>		
Address of Premises:	<u>708 2nd Ave SE</u>		
City: <u>Cresco</u>	County: <u>Iowa</u>	Zip: <u>52136</u>	
Business Phone:	<u>(563) 547-3900</u>		
Mailing Address:	<u>708 2nd Ave SE</u>		
City: <u>Cresco</u>	State: <u>IA</u>	Zip: <u>52136</u>	

Contact Person

Name:	<u>Evelyn Kingsley</u>		
Phone:	<u>(563) 547-3900</u>	Email Address:	

Classification: Class E Liquor License (LE)

Term: 12 months

Effective Date: 04/01/2013

Expiration Date: 03/31/2014

Privileges:

Class B Wine Permit (Carryout Wine)
Class C Beer Permit (Carryout Beer)
Class E Liquor License (LE)
Sunday Sales

Status of Business

BusinessType:	<u>General Partnership</u>		
Corporate ID Number:		Federal Employer ID #	<u>42-1292042</u>

Ownership

Evelyn Kingsley

First Name: Evelyn

Last Name: Kingsley

City: Ridgeway

State: Iowa

Zip: 52165

Position Owner

% of Ownership 50.00 %

U.S. Citizen

Ronald Rear

First Name: Ronald

Last Name: Rear

City: Decorah

State: Iowa

Zip: 52101

Position Owner

% of Ownership 50.00 %

U.S. Citizen

Insurance Company Information

Insurance Company: Western Surety Company

Policy Effective Date: 04/01/2013

Policy Expiration Date: 01/01/1900

Bond Effective Continuously: 2

Dram Cancel Date:

Outdoor Service Effective Date:

Outdoor Service Expiration Date:

Temp Transfer Effective Date:

Temp Transfer Expiration Date:

45-421

Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2013 - ENDING JUNE 30, 2014

The City of: Cresco County Name: HOWARD Date Budget Adopted: 03/04/13
(Date) xx/xx/xx

At a meeting of the City Council, held after the public hearing as required by law, as specified above, the proposed budget was adopted as summarized and attached hereto, and tax levies, as itemized below, were approved for all taxable property of this City. There is attached a Long Term Debt Schedule Form 703 for the debt service needs, if any.

(563)547-3101

Telephone Number

Signature

County Auditor Date Stamp

January 1, 2012 Property Valuations

Last Official Census

	With Gas & Electric		Without Gas & Electric		3,868	
	Regular	2a	105,448,477	2b		103,440,099
	Debt Service Value	3a	107,391,433	3b		105,383,055
	Ag Land	4a	610,379			

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	(A) Request with Utility Replacement	(B) Property Taxes Levied	(C) Rate
384.1	8.10000	Regular General Levy	5 854,133	837,865	43 8.10000
(384)		Non-Voted Other Permissible Levies			
12(8)	0.67500	Contract for use of Bridge	6	0	44 0
12(10)	0.95000	Opr & Maint publicly owned Transit	7	0	45 0
12(11)	Amt Nec	Rent, Ins. Maint of Civic Center	8	0	46 0
12(12)	0.13500	Opr & Maint of City owned Civic Center	9 14,236	13,964	47 0.13500
12(13)	0.06750	Planning a Sanitary Disposal Project	10	0	48 0
12(14)	0.27000	Aviation Authority (under sec.330A.15)	11	0	49 0
12(16)	0.06750	Levee Impr. fund in special charter city	13	0	51 0
12(18)	Amt Nec	Liability, property & self insurance costs	14 107,000	104,962	52 1.01471
12(22)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.	462 16,100	15,793	465 0.15268
(384)		Voted Other Permissible Levies			
12(1)	0.13500	Instrumental/Vocal Music Groups	15	0	53 0
12(2)	0.81000	Memorial Building	16	0	54 0
12(3)	0.13500	Symphony Orchestra	17	0	55 0
12(4)	0.27000	Cultural & Scientific Facilities	18	0	56 0
12(5)	As Voted	County Bridge	19	0	57 0
12(6)	1.35000	Missl or Missouri River Bridge Const.	20	0	58 0
12(9)	0.03375	Aid to a Transit Company	21	0	59 0
12(17)	0.20500	Maintain Institution received by gift/devise	22	0	60 0
12(19)	1.00000	City Emergency Medical District	463	0	466 0
12(21)	0.27000	Support Public Library	23	0	61 0
28E.22	1.50000	Unified Law Enforcement	24	0	62 0
Total General Fund Regular Levies (5 thru 24)			25 991,469	972,584	
384.1	3.00375	Ag Land	26 1,833	1,833	63 3.00375
Total General Fund Tax Levies (25 + 26)			27 993,302	974,417	Do Not Add
Special Revenue Levies					
384.8	0.27000	Emergency (if general fund at levy limit)	28 28,471	27,929	64 0.27000
384.6	Amt Nec	Police & Fire Retirement	29	0	0
	Amt Nec	FICA & IPERS (if general fund at levy limit)	30 199,200	195,406	1.88907
Rules	Amt Nec	Other Employee Benefits	31 280,000	274,667	2.65533
Total Employee Benefit Levies (29,30,31)			32 479,200	470,073	65 4.54440
Sub Total Special Revenue Levies (28+32)			33 507,671	498,002	
Valuation					
386	As Req	With Gas & Elec	Without Gas & Elec		
	SSMID 1 (A)	(B)	(B)	34 0	66 0
	SSMID 2 (A)	(B)	(B)	35 0	67 0
	SSMID 3 (A)	(B)	(B)	36 0	68 0
	SSMID 4 (A)	(B)	(B)	37 0	69 0
	SSMID 5 (A)	(B)	(B)	555 0	565 0
	SSMID 6 (A)	(B)	(B)	556 0	566 0
	SSMID 7 (A)	(B)	(B)	1177 0	### 0
Total SSMID			38 0	0	Do Not Add
Total Special Revenue Levies			39 507,671	498,002	
384.4	Amt Nec	Debt Service Levy 76.10(6)	40 299,600	293,997	70 2.78979
384.7	0.67500	Capital Projects (Capital Improv. Reserve)	41 0	0	71 0
Total Property Taxes (27+39+40+41)			42 1,800,573	1,766,416	72 17.00658

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:

Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published, or posted if applicable, and notarized, filed proof was evidenced.
- 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
- 3) Adopted property taxes do not exceed published or posted amounts.
- 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total.
- 5) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.

(County Auditor)

Fund Balance Worksheet for City of **Cresco**

	2012				2013				2014									
	(A)	(B)	(C)	(D)	(E)	(G)	(H)	(I)	(J)	(A)	(B)	(C)	(D)	(E)	(G)	(H)	(I)	(J)
(1) Annual Report FY																		
Beginning Fund Balance July 1 (pg 5, line 134) *	1,614,693	1,345,153	63,588	224,758	558,376		3,806,568	1,408,072	5,214,640									
Actual Revenues Except Beg Bal (pg 5, line 132) *	3,156,286	1,039,288	18,393	346,379	1,145,129		5,705,475	1,946,732	7,652,207									
Actual Expenditures Except End Bal (pg 12, line 259) *	2,992,662	907,339	25,444	343,688	1,354,386		5,623,519	1,658,703	7,282,222									
Ending Fund Balance June 30 (pg 12, line 270) *	1,778,317	1,477,102	56,537	227,449	349,119	0	3,888,524	1,696,101	5,584,625									
(2) Re-Estimated FY																		
Beginning Fund Balance	1,778,317	1,477,102	56,537	227,449	349,119	0	3,888,524	1,696,101	5,584,625									
Re-Est Revenues	3,238,207	1,050,735	100	1,578,200	234,736	0	6,101,978	2,171,776	8,273,754									
Re-Est Expenditures	3,403,757	1,191,745	18,000	1,577,600	381,336	0	6,572,438	2,045,126	8,617,564									
Ending Fund Balance	1,612,767	1,336,092	38,637	228,049	202,519	0	3,418,064	1,822,751	5,240,815									
(3) Budget FY																		
Beginning Fund Balance	1,612,767	1,336,092	38,637	228,049	202,519	0	3,418,064	1,822,751	5,240,815									
Revenues	3,067,822	1,000,072	0	390,800	0	0	4,458,694	2,094,600	6,553,294									
Expenditures	3,200,290	1,009,575	20,000	390,500	167,000	0	4,787,365	2,064,750	6,852,115									
Ending Fund Balance	1,480,299	1,326,589	18,637	228,349	35,519	0	3,089,393	1,852,601	4,941,994									

* The figures in section (1) are taken from FORM F-66(A-2) STATE OF IOWA FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2012
 ** The remaining two sections are filled in by the software once ALL worksheets are completed.

CITY OF

Cresco

ADOPTED BUDGET SUMMARY
YEAR ENDED JUNE 30, 2014

Fiscal Years

(A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	BUDGET 2014 (J)	RE-ESTIMATED 2013 (K)	ACTUAL 2012 (L)
Revenues & Other Financing Sources											
Taxes Levied on Property	1	974,417	498,002		293,997	0			1,766,416	1,742,244	1,804,373
Less: Uncollected Property Taxes-Levy Year	2	0	0		0	0			0	0	0
Net Current Property Taxes	3	974,417	498,002		293,997	0			1,766,416	1,742,244	1,804,373
Delinquent Property Taxes	4	0	0		0	0			0	0	0
TIF Revenues	5								0	0	18,280
Other City Taxes	6	478,885	9,669		5,603	0			494,157	491,328	453,558
Licenses & Permits	7	13,700	0		0	0		2,300	13,700	12,565	13,161
Use of Money and Property	8	50,300	6,019		300	0	0	0	58,919	63,783	63,253
Intergovernmental	9	44,570	403,000		0	0	0	1,259,400	447,570	584,805	769,609
Charges for Fees & Service	10	973,900	0		0	0	0	0	2,233,300	2,152,200	2,193,853
Special Assessments	11	0	0		0	0	0	0	0	12,000	102,024
Miscellaneous	12	59,350	53,382		0	0	0	63,900	176,632	222,329	232,383
Sub-Total Revenues	13	2,595,122	970,072	0	299,900	0	0	1,325,600	5,190,694	5,281,254	5,650,494
Other Financing Sources:											
Total Transfers In	14	462,200	30,000		90,900	0	0	769,000	1,352,100	1,249,500	1,551,990
Proceeds of Debt	15	0	0		0	0	0	0	0	1,741,000	389,788
Proceeds of Capital Asset Sales	16	10,500	0		0	0	0	0	10,500	2,000	59,935
Total Revenues and Other Sources	17	3,067,822	1,000,072	0	390,800	0	0	2,094,600	6,553,294	8,273,754	7,652,207
Expenditures & Other Financing Uses											
Public Safety	18	745,260	196,500		0	0	0	0	941,760	943,050	774,664
Public Works	19	703,900	487,375		0	0	0	0	1,191,275	1,370,875	1,152,244
Health and Social Services	20	4,500	0		0	0	0	0	4,500	4,000	1,000
Culture and Recreation	21	862,380	186,000		0	0	0	0	1,048,380	1,092,372	995,601
Community and Economic Development	22	47,300	63,500	20,000	0	0	0	0	130,800	367,700	171,022
General Government	23	318,350	43,700		0	0	0	0	362,050	378,005	294,583
Debt Service	24	0	0		390,500	0	0	0	390,500	1,577,600	343,688
Capital Projects	25	0	0		0	167,000	0	0	167,000	324,336	949,127
Total Government Activities Expenditures	26	2,681,690	977,075	20,000	390,500	167,000	0	0	4,236,265	6,057,938	4,681,929
Business Type Proprietary: Enterprise & ISF	27							1,263,750	1,263,750	1,310,126	1,048,303
Total Gov & Bus Type Expenditures	28	2,681,690	977,075	20,000	390,500	167,000	0	1,263,750	5,500,015	7,368,064	5,730,232
Total Transfers Out	29	518,600	32,500	0	0	0	0	801,000	1,352,100	1,249,500	1,551,990
Total ALL Expenditures/Fund Transfers Out	30	3,200,290	1,009,575	20,000	390,500	167,000	0	2,064,750	6,852,115	8,617,564	7,282,222
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	31	-132,468	-9,503	-20,000	300	-167,000	0	29,850	-298,821	-343,810	369,985
Beginning Fund Balance July 1	33	1,612,767	1,336,092	38,637	228,049	202,519	0	1,822,751	5,240,815	5,584,625	5,214,640
Ending Fund Balance June 30	34	1,480,299	1,326,589	18,637	228,349	35,519	0	1,852,601	4,941,994	5,240,815	5,584,625

ORDINANCE NO. 443

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE
CITY OF CRESCO, IOWA, 1998, BY AMENDING
PROVISIONS PERTAINING TO WATER RATES

BE IT ENACTED by the City Council of the City of Cresco, Iowa, as follows:

SECTION 1. Chapter 92, Section 02, of the Code of Ordinances of the City of Cresco, Iowa, 1998, is repealed and the following adopted in lieu thereof:

92.02 RATES FOR SERVICE. Water service shall be furnished at the following monthly rates within the City:

(Code of Iowa, Section 384.84)

1. Effective July 1, 2013:
 - A. First 1,333.33 gallons used per month @ \$5.11 (Minimum Bill).
 - B. Next 5,333.33 gallons used per month @ \$3.84 per 1000 gallons.
 - C. Next 60,000 gallons used per month @ \$3.52 per 1000 gallons.
 - D. All over 66,666 gallons used per month @ \$3.22 per 1000 gallons.

SECTION 2. Chapter 92, Section 03, of the Code of Ordinances of the City of Cresco, Iowa, 1998, is repealed and the following adopted in lieu thereof:

92.03 RATES OUTSIDE THE CITY: Water service shall be provided at the following monthly rates, based upon water used and furnished, outside the City limits and such rates shall apply to all cases except where there was in existence a pre-existing written contract:

(Code of Iowa, Section 384.84)

1. Effective July 1, 2013:
 - A. First 1,333.33 gallons used per month @ \$10.22 (Minimum Bill).
 - B. Next 5,333.33 gallons used per month @ \$7.68 per 1000 gallons.
 - C. Next 60,000 gallons used per month @ \$7.04 per 1000 gallons.
 - D. All over 66,666 gallons used per month @ \$6.44 per 1000 gallons.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED THIS _____ DAY OF _____, 2013.

ORDINANCE NO. 444

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE
CITY OF CRESCO, IOWA, 1998, BY AMENDING
PROVISIONS PERTAINING TO SEWER RENTAL

BE IT ENACTED by the City Council of the City of Cresco, Iowa, as follows:

SECTION 1. Chapter 99, Section 02, of the Code of Ordinances of the City of Cresco, Iowa, 1998, is repealed and the following adopted in lieu thereof:

99.02 RATES FOR SERVICE. Each customer shall pay a sewer service charge for the use of and for the service supplied by the municipal sanitary sewer system based upon the amount and rate of water consumed. Sewer service shall be furnished at the following monthly rates:

(Code of Iowa, Section 384.84)

1. Effective July 1, 2013:

- A. \$7.10 per 1,000 gallons within City limits. Minimum bill is \$11.83 based on 1,666.66 gallons.
- B. \$14.20 per 1,000 gallons outside City limits. Minimum bill is \$23.66 based on 1,666.66 gallons.
- C. \$2.00 per month for Capital Improvement fund for the extension and maintenance of the sewer, storm sewer and water lines.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED THIS _____ DAY OF _____, 2013.

Mayor Mark Bohle

ATTEST: _____
City Clerk Michelle Girolamo

I certify that the foregoing was published as Ordinance No. 444 on the ____ day of _____, 2013.

City Clerk Michelle Girolamo

RESOLUTION NUMBER 031302

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER
INTO A SOFTWARE AGREEMENT WITH DATA TECHNOLOGIES, INC**

WHEREAS, the City of Cresco is required to maintain the financial records and produce reports on the status of the financial position of the City; and

WHEREAS, the staff and Council believes that by converting to a new accounting software program that the City will save money and upgrade to a software that is better suited for the required reporting requirements and budgeting processes of the City of Cresco.

NOW THEREFORE BE IT RESOLVED that the Mayor is authorized and directed to sign the Agreement to purchase the software and convert the accounting data to the new Summit Software owned by Data Technologies, Inc.

Council Person _____ moved the adoption of the foregoing Resolution and Council Person _____ seconded said Motion. Following discussion, a roll call vote was requested by Mayor and said roll call resulted as follows:

Ayes: _____

Nays: _____

Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the Agreement between the City of Cresco and Data Technologies, Inc. is approved and that the Mayor is authorized to execute the agreement on behalf of the City of Cresco.

PASSED AND APPROVED THIS 4TH DAY OF MARCH, 2012.

BY: _____
Mayor Mark Bohle

ATTEST: _____
City Clerk Michelle Girolamo

**SOFTWARE AGREEMENT
DATA TECHNOLOGIES, INC.
14225 DAYTON CIRCLE SUITE 4
OMAHA, NEBRASKA 68137**

Division and Company: City of Cresco
 Attention of/Department: Ms. Michelle Griolamo
 Street Address: 130 N Park Pl
 City, State, Zip Code: Cresco, IA 52135-1631

Contract Preparation Date: 02/21/2012

DATA TECHNOLOGIES, INC. (hereafter DT), agrees to sell and Customer agrees to purchase the license to use the software computer programs or packages listed in accordance with the following terms and conditions. The program(s) or package(s) licensed by Customer will be referred to hereinafter as "program", and includes the annual updates if indicated below as applicable.

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
Account Payable	1	\$2,200.00	\$2,200.00
Bank Reconciliation	1	\$800.00	\$800.00
General Ledger (Includes Budget and Iowa State Reporting Automation)	1	\$2,750.00	\$2,750.00
Payroll	1	\$2,750.00	\$2,750.00
Utility Billing	1	\$3,800.00	\$3,800.00
Receipts Management	1	\$2,500.00	\$2,500.00
Utility Billing Automatic Clearing House (ACH) (1 st Module)	1	\$1,500.00	\$1,500.00
Payroll Automatic Clearing House (ACH) (2 nd Module)	1	\$1,000.00	\$1,000.00
Third Party Meter Reader Interface Software (Badger Interface)	1	\$2,000.00	\$2,000.00
Utility Billing E-Bills	1	\$1,000.00	\$1,000.00
Implementation Service Days*	9	\$550.00	\$4,950.00
Implementation of Third Party Meter Reader Interface will be done remotely at the rate of \$85.00 an hour. (estimate 2-3 hours)			
Implementation of Utility Billing E-Bills will be done remotely at the rate of \$85.00 an hour. (estimate 2-4 hours)			
Internet Based Support	1	\$100.00	\$100.00
Automatic Conversion Services			
General Ledger Master and History	1	\$3,000.00	\$3,000.00
Accounts Payable Master and History	1	\$2,500.00	\$2,500.00
Utility Billing Master and History	1	\$4,000.00	\$4,000.00
Payroll Master and History	1	\$3,000.00	\$3,000.00
Epson U375 Cash Receipt Printer with 10 foot cable	1	\$795.00	\$795.00

NOTE*: The number of implementation service days is estimated. Additional on-site service days are available at the same daily rate plus travel expenses. Additional requested remote services for implementation are available at the rate of \$85.00 per hour with a minimum charge of \$42.50. The travel expenses are billable at cost and are not included in the total. Travel expenses include mileage, meals, lodging, airfare (if applicable), and travel billed at \$25.00 per hour. Mileage will be calculated at the current IRS allowable rate in effect at the time the service is rendered.

SUMMIT PROGRAM LICENSE FEE: \$20,300.00 + NON-SUMMIT PRODUCTS AND SERVICES: \$18,345.00 = \$38,645.00

TOTAL INITIAL FEE:

Payable As Follows:

On execution of the Agreement, fifty percent of the total purchase price.	<u>\$19,322.50.</u>
At Shipment, balance of total purchase price (Plus Applicable Sales Tax & Freight)	<u>\$19,322.50.</u>
ANNUAL SUMMIT PRODUCT SUPPORT AGREEMENT (PSA):	\$2,030.00
ANNUAL SUMMIT LICENSE FEE (ALF):	\$2,030.00
ANNUAL INTERNET BASED SUPPORT FEE	\$100.00
DURATION OF ALF and PSA: <u>One Year</u> (First year will be prorated through 12/31, first 90 days free)	

1. **PAYMENT.** Customer shall pay DT remainder of the One Time Program License Fee on delivery of the program. Customer shall pay DT an Annual Program Update License Fee, if applicable, for each calendar year, or portion thereof, for the specified duration of the license.

2. **GRANT OF LICENSE.** DT grants to Customer a personal, nonassignable, nontransferable and nonexclusive license to use program solely in the conduct of Customer's business, only at the locations designated by Customer on the final page of this Agreement. Customer acquires only the right to use the program and does not acquire any legal or equitable right of ownership in program. This Agreement and the license granted pursuant hereto may not be mortgaged, pledged, assigned, sublicensed, leased or otherwise transferred by Customer without prior written consent from DT.

3. **TAXES.** In the event that the license herein is or becomes the subject of any tax, assessment tariff, duty or other tax or assessment, payment of any such tax or assessment shall be the responsibility of Customer and, if DT is assessed, Customer shall promptly reimburse DT for any payment made. In the event that a waiver or exemption is available to avoid such an assessment, it shall be Customer's responsibility to apply for such waiver and pay the expense thereof.

4. **MODIFICATION.** Customer shall inform DT in writing of any modifications made by Customer to Customer's computer hardware.

5. **DELIVERY.** The program shall be delivered on the date specified, provided, however, if delivery is delayed through no fault of DT, the date of delivery shall be extended for a period of time equal to the period of delay.

6. **DUPLICATION.** Customer will not permit the program or related materials to be duplicated or used at any other than the original location or substitute location as provided herein, whether gratuitously or for a valuable consideration, by or for the benefit of any organization, corporation, partnership, business association or individual.

7. **PROPRIETARY RIGHTS.** Customer recognizes that program system, documentation, manuals and other materials supplied by DT to Customer are subject to the proprietary rights of DT. Customer agrees with DT that program documentations and all information or data supplied by DT in machine readable forms are trade secrets of DT and as such are protected by civil and criminal law and by the law of copyright and are very valuable to DT and that their use and disclosure must be carefully and continuously controlled. Customer shall not provide or otherwise make available any licensed program or related materials, in any form, to any other person without prior written consent from DT. Upon termination of this Agreement, Customer shall return program and related documents to DT.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND LIMITATIONS

8. LIMITED WARRANTY--LIMITATION AND DISCLAIMER.

- a. DT provides no warranty with respect to software resold by this agreement, which was developed by another manufacturer. Any warranty of the other manufacturer is assigned to Customer.
- b. With respect to software developed by DT, DT represents and warrants that the software is free from defects and will conform to specifications. DT will replace or correct, at DT's election and sole expense, any defective portion of the software for a period of 90 days. Customer acknowledges that Customer has reviewed the software, and selected the design and quality of the program and agrees that the software is suitable for Customer's purposes and, in particular, Customer has determined that the software specifications are appropriate for operation in the Customer's environment.
- c. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- d. IN NO EVENT WILL DT BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF DT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- e. CUSTOMER'S REMEDIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE.

9. NON-WAIVER. No delay or failure of DT in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights hereunder. DT may accept any payments from any person tendering the same without thereby accepting such person as Customer hereunder or waiving any breach of covenant or provision against assignment or transfer by Customer.

10. ASSIGNMENT. DT may assign its rights under this Agreement. Customer, upon receiving notice from DT of any such assignment, shall abide thereby and make payments as directed. Customer's rights to use program documentation, manuals and other materials supplied by DT hereunder shall not be assigned, licensed, or transferred to a successor, affiliate, or any other person, firm, corporation or organization, voluntarily by operation of law, or in any other manner without the prior written consent of DT nor shall Customer permit any other person or organization to use program.

11. SEVERABILITY. If any provision, or portion thereof, of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted and the remaining terms shall have full force and effect.

12. BINDING EFFECT. Customer agrees that this Agreement binds the same to Customer and each of its employees, agents, representatives, and associates.

13. APPLICABLE LAW. This Agreement shall be construed and enforced according to the laws of the State of Nebraska.

14. NOTICE. All notices or communications given or sent to either party, except emergency requests for services, must be in writing and delivered in person or sent by certified mail, return receipt requested, to Customer and DT at their designated addresses or such other addresses as either party shall designate in writing.

15. CUSTOMER'S REMEDIES. Customer's remedies in this Agreement are exclusive.

16. ENTIRE AGREEMENT AND AMENDMENTS. This Agreement supersedes all proposals, or written, and oral negotiations, conversations, or discussions, heretofore had between the parties related to this Agreement. Customer acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any order or other instruments submitted by Customer.

No agent, employee or representative of DT has any authority to bind DT to any affirmation, representations or warranty, and unless such is specifically included within this written Agreement, it shall not be enforceable by Customer. This Agreement may not be waived, altered or modified except by written agreement of the parties.

17. EFFECTIVE DATE. This Agreement shall be effective upon the date set forth below when executed by both parties.

18. TERMINATION. DT may terminate the rights of Customer under this Agreement in the event of a default by Customer. DT's software has been designed to cease functioning in the event that the annual license fee is unpaid. Customer acknowledges the existence of this feature in the software and specifically waives any claim for consequential damages, which may result. In the event of default, all unpaid Annual Program Update License fees and any other charges payable for the entire duration of this Agreement shall, upon written notice by DT become due and payable. This remedy shall be in addition to any other remedy lawfully available to DT. In the event of termination by DT or by Customer (as herein provided) Customer shall return the program and all related materials within ten (10) days, (as provided in paragraph seven), certifying to DT that all copies or partial copies have been destroyed. Customer shall remain liable for all unpaid charges required to be paid under this Agreement including; unpaid Annual Program Update License fees, notwithstanding such termination.

Default in respect to payment shall mean the Customer's failure to pay any amount, which is past due, within ten (10) days after written notice to Customer that the payment is delinquent. Default is further defined to include the following: an assignment, sale, mortgage, sublease or sublicense of the program by Customer; levy of execution or attachment upon the program or any attempt to levy the same; breach of any proprietary right of DT (as defined by paragraph seven); of Customer's breach of any of the other terms or conditions hereof. In the event of breach of default of this Agreement, Customer shall hold DT harmless from all reasonable attorney's fees, costs and interest (at the highest rate permitted by law) arising by reason of such breach or default, from the date of the default or breach, in addition to other damages.

Customer shall have the right to terminate this Agreement upon thirty-(30) days written notice. In such event, Customer shall be required to return the program and related materials as provided herein and shall be responsible to pay all charges required to be paid under this Agreement for the duration of the license. Customer shall not have the right to terminate after Customer is in breach of this contract. DT shall not be required, under any circumstances, to refund any portion of the One Time Program License Fee or the Annual Program Update License Fee, already paid.

THE PURCHASER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

THIS AGREEMENT entered into this _____ day of _____ 20_____.

PURCHASER:

(Sign Here) _____
Customer Signature

Print Name: _____

Title: _____

ACCEPTED:

DATA TECHNOLOGIES, INC.
14225 DAYTON CIRCLE SUITE 4
OMAHA, NEBRASKA 68137

By: _____

Title: _____

Date Accepted: _____

AIRPORT APPOINTMENTS

TO: CRESCO CITY COUNCIL

RE: Appointment/Reappointment (six year term)

We, the Airport Commission for the City of Cresco, recommend that the City Council

1. Appoint (Name) KEVIN BILL

(To replace BRIAN SCHMITT)

2. Reappoint (Name) _____

to the Airport Commission.

Term to run from JANUARY 2013 to expire JANUARY 2019

	Signed	Date
Chairman		<u>2/19/13</u>
	<u>D. Osburn</u>	<u>2/19/2013</u>
	<u>Kim Bowley</u>	<u>2/19/2013</u>
	_____	_____
	_____	_____

2-25-13

Addressing members of City Council of Cresco. Would you consider to recalculate a portion of the sewer charge this last month on my Rental property at 108 5th Ave E. Cresco - I had a frozen/broken water pipe from my boiler furnace. The water sunk into a crawlspace dirt. Gosch's Plumbing can verify this to be so.

Thank - you

Keisti hepa

Telex 523-380-4744

ZONE: BOOK:

SINGLE BILL CALCULATION

CALCULATION: N/A

READ DATES: 1/21/2013 - 2/20/2013

ACCOUNT	SERV/TBL	CHARGE	PREVIOUS	CURRENT	CONS	SERV/TBL	CHARGE	SERVICE INFO
04-1410-01	100-WRE WA	70.79	3755	25072	21317	200-SRE SE	148.37	
LEPA, KRISTI	100-WRE TAX	4.96				300-GRE GB	15.49	STEP: 01
108 5TH AVE E						400-YW YW	1.75	STEP: 01
						500-RC RC	4.29	STEP: 01
						600-CI CI	2.00	STEP: 01
						PENALTY	24.78	
								TOTAL 247.65
								PAID BY DRAFT

*** END OF REPORT ***

2/22/13

I called Kristi re: water consumption. pipe broke on heating system. most of the water went into dirt in crawl space, some water on basement floor where there is no drain. She had to have Gosch's come to repair on weekend.

Kristi will probably bring in letter requesting forgiveness of part of sewer charge.

0.00 *
 25.09 +
 7.28 +
 10.18 +
 41.00 +
 47.00 +
 26.00 +
 0006 156.55 *
 15 655. ÷
 6. =
 2 609.17 *
 Aves. Consump. last 6 mo
 sewer rate 6.96 x
 2.60 =
 sewer chg 18.10 *
 sewer chg 148.37 +
 sewer chg 18.10 -
 0002 130.27 *
 Excess sewer chg