

NOTICE AND CALL OF PUBLIC MEETING

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA

DATE OF MEETING: JULY 15, 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 July 1, 2013
4. Approval of Class C Liquor License (LC) (Commercial) with Outdoor Service to M&M Lounge LLC d/b/a M&M Lounge on 7/27/2013
5. Approval of Excavator License for Henry Backhoe Service
6. Approval of Excavator License for Mracek Plumbing, Heating & Electric LLC
7. Approval of Excavator License for Stoneage Enterprises LLC

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. Resolution Authorizing the City Clerk to Extend the Health Insurance Contract with Wellmark Blue Cross/Blue Shield
2. Resolution Directing the Clerk to Publish Notice of Hearing on the Adoption of the Proposed "Code of Ordinances of the City of Cresco, Iowa"
3. Resolution Approving and Authorizing an Amendment to Loan and Disbursement Agreements By and Between the City of Cresco and the Iowa Finance Authority, and Authorizing and Providing for the Reissuance of the \$600,000 Sewer Revenue Capital Loan Note, Series 2001, and \$400,000 General Obligation Capital Loan Note, Series 2001, of the City
4. Resolution Authorizing the Mayor and City Clerk to Enter into an Agreement with Iowa Department of Transportation for an Airport Improvement Program for Pavement Maintenance
5. Possible Resolution Authorizing the Mayor and City Clerk to enter into an Agreement with the Farmer's Market
6. Set Council Meeting Date in September
7. Discussion on "Communities of Distinction TV"
8. Discussion on Old City Hall Building

9. Possible Resolution Fixing Date for Public hearing on Sale of Real Estate and Manner and Method of Sale of Real Estate for the old City Hall Located at 227 N Elm Street

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 JULY 11, 2013.

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of Cresco, Iowa.
Date of Meeting: July 15, 2013
Time of Meeting: 7:00 o'clock P.M.
Place of Meeting: Council Chambers, City Hall, 130 North Park Place,
Cresco, Iowa.

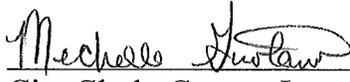
PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for said meeting is as follows:

\$600,000 Sewer Revenue Capital Loan Note, Series 2001.
\$400,000 General Obligation Capital Loan Note, Series 2001.

- Resolution approving and authorizing Amendment to Loan and Disbursement Agreements by and between the City of Cresco and the Iowa Finance Authority, and authorizing and providing for the reissuance of the \$600,000 Sewer Revenue Capital Loan Note, Series 2001, and the \$400,000 General Obligation Capital Loan Note, Series 2001.

Such additional matters as are set forth on the additional 2 page(s) attached hereto. (number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of said governmental body.



City Clerk, Cresco, Iowa

Financial Statements – Enclosed are the yearend financial statements. The City had more revenue than expenses paid this year of \$267,449. Some of this is due to timing issues for projects that were not finished and not paid for by June 30, 2013. We are working on a yearend summary by fund but due to all the fun I am having with the conversion, it is not finished yet. I will try to get that to you as soon as I can. Total revenues came in right on budget at 99.98% (I don't think I could ever estimate it that close again!!!) Total expenses came in a bit under budget because I do budget a bit on the high side for unforeseen expenditures and also some projects did not get done this year as expected. Fitness Center operating expenses did come in a bit over budget but there revenue was over budget even more. This is probably the first year we have not had to transfer LOST to help cover the operating expenses as they were left with a \$5,000 profit staying in the general fund reserves.

Wellmark Contract – Due to all of the uncertainties with the healthcare reform act, Wellmark is offering to extend our plan until 11/30/14 instead of 6/30/14. This locks in the plan and the premiums for the extra 5 months. We know the premiums will increase significantly so this buys us a little extra time. Also, it will make it easier for budgeting in the future so I will at least know 5 months what the health insurance expense is and we are only estimating the last 7 months.

New Code – The new Code book is finished. I will give you each a copy at the meeting for you to review prior to the Aug 5th meeting. We will set a public hearing for Aug 5th and have the first reading. I think we should have all 3 readings after the Sept 2nd meeting then we will publish and then the new code will be effective. There are several fees that we changed so they will be in effect in mid-September.

Loan Refinancing – Iowa Finance Authority automatically refinanced all SRF loans that are over 10 years old. We had two loans that qualified to go from 3% to 1.75% saving the City \$25,250 in interest. Unfortunately the new one we did for the sludge storage project does not qualify so that will remain at 3%. FYI – these two loans were also refinanced in 2011 so the total savings in interest from the original loan to the current one after this second refinance is almost \$61,000.

Airport Grant – We were approved for the airport grant for cleaning and sealing the cracks on the runway. We need to approve the contract in order to receive the grant proceeds.

Farmer's Market – The Park Board on July 10th approved the use of Beadle Park for the Farmers Market on Sundays. The attorney thinks we should have a lease/use agreement between the organization and the City addressing such issues as hours of use, release of liability, maintenance of premises etc. Joe is in the process of preparing the form which I would like the Farmer's Market to review before we sign it too. I don't think this will be all done by July 15th so this resolution is vague enough so that the City Clerk and Mayor can sign it once it is completed and not have to wait until the next council meeting. They have had two "trial runs" that were very successful and plan to continue so I want this agreement done as soon as possible. I am still waiting to hear back for the name of the organization and the person that will be in charge of it and make sure it is being run in compliance with State Laws. We may need to consider not allowing them to continue until we have

the responsible person named if we don't find out soon. FYI – our insurance company said there are no extra riders that will be needed and it is covered under our current policy.

Council Meeting – Labor Day is September 2nd so we need to set a different date for the first council meeting in September. Lately we have been doing it on Wednesday night to keep it in the same week so possibly Sept 4th.

Communities of Distinction – we have been contacted to see if the City of Cresco would like to be showcased in a 5 minute broadcast on national FOX Business Network once and 19 times regionally on ABC & FOX. We would own the rights to the video produced and can be used by us after it airs. It requires \$19,800 to be paid by us with all other costs paid by them. Terry Bradshaw is the host of the show and Rod found some videos on You Tube if you google Today in America with Terry Bradshaw. Most cities appear to be bigger than Cresco. We are the only Iowa city they are looking at currently. Tom Spindler, Jason Passmore, Mark, Rod and I had a conference call and passed the initial stage. The Senior Producer is calling again on July 16th to do more interviews and to see if we are interested in doing the show. We were wondering if the City paid \$10,000 and tried to collect the remaining \$9,800 from businesses and HCBT, CIDC etc. (FYI – Hotel/Motel Tax tourism balance has \$6,015 available).

Old City Hall – Council needs to decide if they want to sell the old City Hall or gift it to the County.

1. If selling by auction, then Council needs to decide on the minimum bid required. Council also needs to review the resolution enclosed for wording on the required use of the purchased property. We have the resolution prepared just in case this is the direction the Council wants to go so that the public notice can be published and the auction held on Aug 5th.
 2. If gifting the property and not selling by auction, then this will need to wait for a new resolution to be drafted that would set the public hearing for August 19th.
- Joe Braun plans to attend the Council meeting in case any “legal” questions come up.

Michelle

The Cresco City Council met July 1, 2013, at 7:00 pm at City Hall. Council members Carman, Bouska, McGee, McCarville and Loveless were present. No Council members were absent.

McGee made the motion to approve the consent agenda which included approval of the: agenda; claims; minutes of the June 17, 2013 meeting; pay request #3 for \$7,500 to Kirkham Michael for the Airport Layout Plan. Bouska seconded and it passed all ayes.

Public Works Director Rod Freidhof reported: (a) started chip sealing; (b) water building is almost done and expect to move in late July; (c) repaired a fire hydrant that must have been hit by someone on corner of 3rd Ave W and 7th St W; (d) repaired sewer manholes; (e) sewer plant still experiencing high flows due to the rains; (f) investigating expanding the Wastewater Plant by adding a third aeration basin to help with Cresco Food Technology issues. Public Works Committee will meet with WHKS and CFT to discuss options; (g) Schwickert's repaired the roof on the Theatre that was leaking. Riehle's will be sealing the outside walls so they will look at the affected area in the balcony as well; (h) there will be enough fill to extend the storm sewer near Windridge Implement all the way to the next culvert. The City's cost for the pipe will be about \$20,000.

Police Chief Tim Ruroden reported that the monthly report was not available yet because the computer was down. Officers busy with investigations. The fair went good. They are settling into the basement of City Hall.

City Clerk Michelle Girolamo reported (a) working on yearend processing; (b) Wellmark will allow the City to extend their current health plan and premiums until November 30, 2014 to delay the effects of the Obamacare rules.

Jacob Buss reported that the Eagle Scout Project at the Cresco Public Library is progressing. Two flag poles and lights have been installed and they are waiting for the message board sign.

Bob Carroll discussed the drainage problems on his property at 1207 3rd St SW where three storm sewers drain onto his property. Excessive water and salt and garbage from the streets are deposited in the drainage ditch running through his property. Freidhof suggested putting up a silt fence but said it would need to be cleaned out frequently. All stormsewer outlets have the same issues. He inquired whether the City was considering extending the storm sewers farther out and Council replied that nothing has been planned for the near future. The City will have WHKS look at the situation the next time they are in town.

Troy Cleveland had voiced concerns over business owners and employees parking on Elm Street and side streets all day long occupying parking spaces intended for potential customers. Police Chief Ruroden will write letters to the businesses reminding them to park in the public parking lots to leave the parking spaces clear for customers.

The applications received for Travel & Tourism Grants from the Hotel/Motel tax requested \$5,600. Hotel/Motel tax received was \$3,183.84 this quarter. Loveless made the motion to approve the recommendations of the Cresco Tourism Advisory Committee and award the Travel and Tourism Grants as follows: (a) \$1,100 National Night Out; (b) \$500 Recreation Brochure; (c) \$583.84 Iowa Wrestling Hall of Fame; (d) \$500 Cresco Farmers Market; \$500 Fine Arts Show. The Norman Borlaug Harvest Fest request was denied due to lack of funds but recommended they apply next quarter. McCarville seconded and it passed all ayes.

Mayor Bohle performed the third reading of the summary of Ordinance 445 regarding golf carts. Bouska made the motion to approve the third reading. Loveless seconded and it passed all ayes. Bouska made the motion to approve Ordinance 445 regarding golf carts. Loveless seconded and it passed all ayes.

McCarville made the motion to waive the sign permit fee for the Eagle Scout Project at the Cresco Public Library. Loveless seconded and it passed all ayes.

Mayor Bohle opened the discussion on the old City Hall and whether Council wanted to gift the building to Howard County or to sell the building by auction. Diane Kueker of the County Store again explained it is more than a thrift store but also the benefit of their job programs such as "55 and over" and Promise Jobs and Community Service hours for juveniles and adults. She encouraged Council to gift the building to the County. Council acknowledged the benefits to the community that the County Store provides but also wants to make sure they are being fiscally responsible to the taxpayers of the City. Council will consider the options and a decision will be made at the next Council meeting.

Mayor asked if there were any comments from the audience. Jason Passmore reported that Ridiculous Day will be Friday July 19th with Family Fun Night that evening. A Shopping and Outing Showcase will be held on August 3rd with the sales tax free day showcasing businesses and August 4th will be the annual Fly-In Breakfast and Art in the Park. Imaginenortheastiowa.com is a website available to report blogs to promote our area. Mike Bina asked the Council to consider amending the Code of Ordinance to allow UTV on City streets. Similar requirements of the golf cart ordinance could be applied to UTV.

Carman moved to adjourn at 7:47 pm. McGee seconded and it passed all ayes. The next regular Cresco City Council meeting will be at 7:00 pm on July 15, 2013 at Cresco City Hall.

Mayor Mark Bohle

City Clerk Michelle Girolamo

| Following is a list of claims approved for payment: | | |
|---|-------------------|------------|
| ALLIANT | ELEC | 13,707.92 |
| BAKER&TAYLOR | BKS/AUDIO | 1,092.72 |
| BARCO MUNICIP | CLOTHING | 214.29 |
| BLACK HILL | NAT GAS | 1,532.07 |
| BOB'S ELECT | GENERATOR | 43,441.62 |
| CLARENCE BOUWMA | DEP REF | 5.21 |
| CARQUEST | SRVC | 139.85 |
| CITY LAUNDERING | SRVC | 222.48 |
| CITY OF CRES | DEP REF, UTIL | 1,494.41 |
| COUNTY MATLS | SUPP | 703.00 |
| CRES HEAT/VENT | SUPP | 6.40 |
| CRES SMALL ENG | SUPP | 52.24 |
| CRESKO TPD | ADVRT | 270.48 |
| CULLIGAN | SUPP | 201.60 |
| DEB WILKENS | DEP REF | 58.24 |
| DES MOINES STAMP | SUPP | 126.40 |
| ELECTRIC PUMP | RPRS | 1,268.39 |
| GILLUND ENTERPR | SUPP | 43.94 |
| GOSCH'S | SUPP | 216.35 |
| GROUP SRVC | FEE | 12,000.00 |
| H & S | VEHICLE | 21,854.00 |
| HAWKEYE SAN | SRVC | 42,491.38 |
| JIM HENRY | SRVC | 45.00 |
| HOVEY OIL | SUPP | 1,851.55 |
| IA CODIFICAT | SRVC | 3,100.00 |
| IA LEAG OF CITIES | DUES | 1,593.00 |
| IA SPORTS | SUPP | 685.15 |
| JOHN DEERE FIN | SUPP | 1,009.28 |
| K & H | SUPP | 331.66 |
| KEYSTONE LABS | ANALYS | 642.65 |
| KIRKHAM MICHAEL | SRVC | 7,500.00 |
| LIFEGRD STORE | SUPP | 1,415.90 |
| LT MECHAN | SRVC | 987.83 |
| MALLI CONST | SRVC | 15,000.00 |
| MATT PARROTT | SUPP | 355.32 |
| MIDLAND SCIEN | SUPP | 330.87 |
| NE IA COMM | CONTRIB | 2,901.00 |
| NE IA TELEPH | EQUIP | 2,131.00 |
| O'HENRY'S | SUPP | 1,429.56 |
| PAYROLL | | 73,847.76 |
| PERRY NOVAK ELE | SUPP | 342.00 |
| POSTMASTER | POSTAGE | 410.82 |
| PRINCIPAL LIFE | INSUR | 82.94 |
| RACOM | SRVC | 422.00 |
| RICOH | SRVC | 108.00 |
| RUPPERT | SUPP | 269.96 |
| SAM'S CLUB | SUPP | 5,051.02 |
| SECUR CAMERAS | EWUP | 743.19 |
| TREAS, ST OF IA | SALES TAX | 4,728.44 |
| VERMEER | SUPP | 198.00 |
| WHKS | ENGRNG | 13,377.99 |
| WINDRIDGE IMPL | RPRS | 29.43 |
| WINDSTREAM | PHONE | 1,027.14 |
| | General Fund | 122,030.72 |
| | Road Use Tax | 10,373.19 |
| | Emp Benefits | 15,562.44 |
| | Local Option Tax | 30,433.94 |
| | Cresco Telecom | 222.74 |
| | Library Trust | 1,556.00 |
| | Drug Dog | 69.99 |
| | Watermain Looping | 9,095.05 |

| | | |
|--|----------------------------|------------|
| | Water Utility | 14,420.55 |
| | Water Dep | 340.00 |
| | Water Util Rpr | 16,257.94 |
| | MSSU Operation | 18,292.96 |
| | MSSU Repl | 43,441.62 |
| | Water/Sewer CI | 145.94 |
| | Yard Waste | 848.37 |
| | | |
| | EXPENDITURES | 283,091.45 |
| | Revenues 06/18 to 07/01/13 | 89,177.10 |

License Application (LC0037630)

Applicant

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

Contact Person

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

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

Term: 12 months

Effective Date: 05/16/2013

Expiration Date: 05/15/2014

Privileges:

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

Status of Business

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

Ownership

Tammy Courtney

First Name: Tammy

Last Name: Courtney

City: Cresco

State: Iowa

Zip: 52136

Position Owner

% of Ownership 100.00 %

U.S. Citizen

Insurance Company Information

| | | | |
|---------------------------------|-----------------------------------|----------------------------------|-------------------|
| Insurance Company: | <u>Founders Insurance Company</u> | | |
| Policy Effective Date: | <u>05/16/2013</u> | Policy Expiration Date: | <u>05/16/2014</u> |
| Bond Effective Continuously: | | Dram Cancel Date: | |
| Outdoor Service Effective Date: | <u>07/27/2013</u> | Outdoor Service Expiration Date: | <u>07/28/2013</u> |
| Temp Transfer Effective Date: | | Temp Transfer Expiration Date: | |

**CITY OF CRESCO
CASH & INVESTMENT BY FUND
AS OF JUNE 30, 2013**

| | CASH BALANCE | INVESTMENT BALANCE | FUND BALANCE | |
|-----|------------------------------|-----------------------|-----------------|---------------------|
| 001 | General Fund | 107,135.40 | 876,500.32 | 983,635.72 |
| 002 | General Fund-Hotel/Motel | 4,399.63 | 17,500.00 | 21,899.63 |
| 110 | Road Use Tax Fund | 5,727.44 | 592,800.00 | 598,527.44 |
| 112 | Employee Benefits Trust | 6,382.18 | 479,454.00 | 485,836.18 |
| 114 | Health Ins Partial Self Fund | - | 57,332.40 | 57,332.40 |
| 119 | Emergency Fund | - | - | - |
| 122 | Local Option Tax Project | 468.21 | 480,700.00 | 481,168.21 |
| 127 | Urban Renewal TIF Area | 4,210.80 | 34,500.00 | 38,710.80 |
| 160 | CIDC/CityRevol.Loan-bus. | 1,748.32 | 35,000.00 | 36,748.32 |
| 165 | Nuisance House Fund | 4,423.36 | 9,000.00 | 13,423.36 |
| 181 | Cresco Telecommunic | 1,597.65 | 80,800.00 | 82,397.65 |
| 182 | Rehab/Housing | 5,432.83 | 17,000.00 | 22,432.83 |
| 183 | Equip.Repair-Fitness Ctr | 1,324.54 | 86,900.00 | 88,224.54 |
| 184 | City Park Trust | 1,993.84 | 17,900.00 | 19,893.84 |
| 185 | Recreation Supply | 2,957.56 | 16,000.00 | 18,957.56 |
| 187 | Equipment Replace | 1,788.95 | 161,250.00 | 163,038.95 |
| 188 | Fire Equipment Trust | 1,295.91 | 193,000.00 | 194,295.91 |
| 189 | Library Trust Fund | 1,542.72 | 46,560.75 | 48,103.47 |
| 190 | Office/Computer Equip. | 536.31 | 33,500.00 | 34,036.31 |
| 191 | Street Equipment Trust | 1,259.68 | 152,550.00 | 153,809.68 |
| 193 | Drug Dog Fund | 1,529.71 | - | 1,529.71 |
| 197 | Retirement Trust | 520.42 | 4,600.00 | 5,120.42 |
| 200 | Debt Service Fund | 5,166.00 | 228,000.00 | 233,166.00 |
| 309 | Bike Trail 2007 | 1,276.72 | 0.00 | 1,276.72 |
| 316 | Street 2nd Ave Project | 1,995.91 | 97,500.00 | 99,495.91 |
| 317 | Watermain Looping Project | 1,055.59 | 37,500.00 | 38,555.59 |
| 318 | Fit for Life | 9,242.21 | - | 9,242.21 |
| 600 | Water Utility Fund | 3,901.81 | 256,300.00 | 260,201.81 |
| 601 | Water Deposit Trust | 1,294.71 | 52,500.00 | 53,794.71 |
| 602 | Water Utility Repair | 1,382.44 | 139,500.00 | 140,882.44 |
| 610 | MSSU Revenue | 1,997.41 | 567,500.00 | 569,497.41 |
| 612 | MSSU Operation/Maint | 5,681.24 | - | 5,681.24 |
| 613 | MSSU Replacement | 1,082.86 | 295,300.00 | 296,382.86 |
| 614 | MSSU Rev.Bond Int | 1,071.98 | 95,500.00 | 96,571.98 |
| 615 | MSSU Rev Debt Serv | 1,618.56 | 164,000.00 | 165,618.56 |
| 620 | Cap Imp Water, Sewer, Storm | 4,422.99 | 294,400.00 | 298,822.99 |
| 670 | Yard Waste Fund | 2,473.23 | 82,500.00 | 84,973.23 |
| | | | | - |
| | Totals | 199,939.12 | 5,703,347.47 | 5,903,286.59 |
| | | 3% | 97% | <u>5,903,286.59</u> |

| | | |
|--|-------|------------------|
| Checking - Cresco Bank & Trust (operating) | 0.05% | 199,939.12 |
| Checking - CUSB (credit cards) | 0.10% | 2,500.32 |
| Money Market - Cresco Bank & Trust | 0.10% | 5,596,954.00 |
| MMKT Hlth Ins Partial Self Funded | 0.10% | 57,332.40 |
| Library MMKT | 0.10% | 11,560.75 |
| Library CD matures 6/17/14 (12 month) | 0.45% | <u>35,000.00</u> |

\$ 5,903,286.59

City of Cresco
 General Fund Expenditures
 For 12 Months Ended June 30, 2013

| General Fund: | Actual Expense | Budget Expense | Percentage of Budget used to date | |
|----------------------|-------------------|-------------------|---|---|
| Police | 371,121 | 394,360 | 94% | |
| Fire | 60,301 | 67,840 | 89% | |
| Airport | 16,693 | 82,300 | 20% | |
| Library | 200,742 | 201,794 | 99% | |
| Theatre | 18,051 | 26,400 | 68% | |
| Park | 73,525 | 79,000 | 93% | |
| Fitness Ctr | 461,268 | 452,500 | 102% | includes long term plan (partially paid by grant) |
| Law Center | 110,662 | 123,000 | 90% | |
| Civil Defense | 15,319 | 17,600 | 87% | 1/2 cost of LEC wages, benefits, utilities, supplies |
| Animal Control | 1,212 | 1,800 | 67% | HC Emergency Mgmt fee; siren maintenance dog pound |
| Garbage | 533,452 | 529,600 | 101% | Hawkeye Sanitation for garbage & recycling |
| Tree | 1,409 | 1,500 | 94% | Boulevard trees (will purchase in May) |
| Contrib/Other Agency | 3,929 | 4,000 | 98% | NE IA Comm Action & Helping Services NE IA |
| Comm Beautification | 7,725 | 9,300 | 83% | Elm Street planters; welcome sign & xmas ligts, etc |
| Planning & Zoning | 650 | 900 | 72% | wages (will be paid in June) |
| Council | 10,275 | 13,500 | 76% | wages |
| Mayor | 5,200 | 5,200 | 100% | wages |
| Administration | 179,320 | 211,825 | 85% | |
| Elections | 0 | 0 | | Elections held every other year |
| Legal | 3,750 | 21,200 | 18% | |
| City Hall | 16,364 | 27,900 | 59% | |
| Miscellaneous | 60 | 14,000 | 0% | |
| Total | 2,091,028 | 2,285,519 | 91% | 10 months should be about 83% of budget |

CITY OF CRESCO
REVENUE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2013

| | CURRENT PERIOD | YEAR-TO-DATE ACTUAL | CURRENT BUDGET | BUDGET BALANCE | % OF BUDGET |
|----------------------------|-------------------|------------------------|-------------------|-------------------|----------------|
| 001-GENERAL FUND | 135,922.71 | 2,192,432.64 | 2,217,569.00 | 25,136.36 | 98.87 |
| 002-GENERAL - HOTEL/MOTEL | 3,184.34 | 18,854.65 | 18,000.00 (| 854.65) | 104.75 |
| 110-ROAD USE TAX FUND | 29,748.74 | 370,422.45 | 360,000.00 (| 10,422.45) | 102.90 |
| 112-EMPLOYEE BENEFITS TRU | 7,355.25 | 477,484.82 | 476,070.00 (| 1,414.82) | 100.30 |
| 114-HEALTH INS PART SELF | 3,029.65 | 36,619.73 | 0.00 (| 36,619.73) | 0.00 |
| 119-EMERGENCY FUND | 222.61 | 30,419.77 | 27,903.00 (| 2,516.77) | 109.02 |
| 121-LOCAL OPTION REVENUE | 31,757.34 | 399,783.68 | 398,000.00 (| 1,783.68) | 100.45 |
| 122-LOCAL OPTION TAX PROJ | 28,623.38 | 382,689.29 | 383,000.00 | 310.71 | 99.92 |
| 127-URBAN RENEWAL TIF ARE | 3.00 | 88.35 | 100.00 | 11.65 | 88.35 |
| 160-CIDC/CITY CRESCO REVO | 2,767.74 | 24,661.38 | 15,712.00 (| 8,949.38) | 156.96 |
| 165-NUISANCE HOUSE FUND | 3,500.78 | 3,509.44 | 0.00 (| 3,509.44) | 0.00 |
| 181-CRESCO TELECOMMUNICAT | 7.02 | 3,485.19 | 4,950.00 | 1,464.81 | 70.41 |
| 182-REHAB/HOUSING FORF/TR | 19,193.48 | 66,635.78 | 107,600.00 | 40,964.22 | 61.93 |
| 183-EQUIPMENT/REPAIR-FITN | 7.55 | 34,877.46 | 21,600.00 (| 13,277.46) | 161.47 |
| 184-CITY PARK TRUST/DONAT | 12,312.42 | 19,356.05 | 8,450.00 (| 10,906.05) | 229.07 |
| 185-RECREATION SUPPLY REV | 2,801.39 | 11,577.33 | 10,000.00 (| 1,577.33) | 115.77 |
| 187-EQUIPMENT REPLACEMENT | 14.01 | 230,115.28 | 229,588.00 (| 527.28) | 100.23 |
| 188-FIRE EQUIPMENT TRUST | 6,509.77 | 37,503.18 | 27,900.00 (| 9,603.18) | 134.42 |
| 189-LIBRARY TRUST FUND | 138.16 | 1,979.69 | 3,000.00 | 1,020.31 | 65.99 |
| 190-OFFICE/COMPUTER EQUIP | 2.91 | 44.05 | 100.00 | 55.95 | 44.05 |
| 191-STREET TRUST FUND | 67.85 | 3,251.83 | 7,000.00 | 3,748.17 | 46.45 |
| 193-DRUG DOG FUND | 1,326.94 | 15,523.47 | 11,700.00 (| 3,823.47) | 132.68 |
| 197-RETIREMENT TRUST FUND | 0.40 | 4.43 | 0.00 (| 4.43) | 0.00 |
| 200-DEBT SERVICE FUND | 7,305.99 | 1,579,642.27 | 1,579,200.00 (| 442.27) | 100.03 |
| 306-SEWER PROJECT | 0.00 | 41,316.10 | 41,000.00 (| 316.10) | 100.77 |
| 309-BICYCLE TRAIL 2007 | 0.00 | 0.90 | 0.00 (| 0.90) | 0.00 |
| 315-SMART PLANNING GRANT | 0.00 | 9,594.55 | 10,000.00 | 405.45 | 95.95 |
| 316-STREET 2ND AVE PROJEC | 496.33 | 36,078.91 | 12,200.00 (| 23,878.91) | 295.73 |
| 317-WATERMAIN LOOPING FUN | 3.26 | 161,541.42 | 161,536.00 (| 5.42) | 100.00 |
| 318-FIT FOR LIFE PROJECT | 10,000.00 | 11,500.00 | 10,000.00 (| 1,500.00) | 115.00 |
| 600-WATER UTILITY FUND | 33,378.45 | 478,265.37 | 503,100.00 | 24,834.63 | 95.06 |
| 601-WATER DEPOSITS TRUST | 1,124.56 | 10,434.49 | 12,100.00 | 1,665.51 | 86.24 |
| 602-WATER UTILITY REPAIR | 133.49 | 136,658.36 | 136,576.00 (| 82.36) | 100.06 |
| 610-MSSU REVENUE FUND | 54,588.09 | 767,209.08 | 727,300.00 (| 39,909.08) | 105.49 |
| 612-MSSU OPERATION/MAINTNE | 39,000.00 | 489,500.00 | 563,100.00 | 73,600.00 | 86.93 |
| 613-MSSU REPLACEMENT FUND | 25.66 | 55,334.10 | 56,500.00 | 1,165.90 | 97.94 |
| 614-MSSU REV BOND INT SIN | 8.30 | 77,130.61 | 77,200.00 | 69.39 | 99.91 |
| 615-MSSU REV DEBT SERVICE | 14.25 | 10,163.75 | 10,500.00 | 336.25 | 96.80 |
| 620-WATER & SEWER C.I. | 3,681.54 | 45,609.50 | 46,000.00 | 390.50 | 99.15 |
| 670-YARD WASTE FUND | 3,468.17 | 40,692.02 | 39,400.00 (| 1,292.02) | 103.28 |
| GRAND TOTAL REVENUES | 441,725.53 | 8,311,991.37 | 8,313,954.00 | 1,962.63 | 99.98 |

*** END OF REPORT ***

* Net Profit for FYE 6/30/13 was \$269,449

CITY OF CRESCO
EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2013

| | CURRENT PERIOD | YEAR-TO-DATE ACTUAL | CURRENT BUDGET | BUDGET BALANCE | % OF BUDGET |
|---------------------------|-------------------|------------------------|-------------------|-------------------|----------------|
| 001-GENERAL FUND | 186,165.77 | 2,091,026.09 | 2,285,519.00 | 194,492.91 | 91.49 |
| 002-GENERAL - HOTEL/MOTEL | 6,202.54 | 16,735.49 | 24,000.00 | 7,264.51 | 69.73 |
| 110-ROAD USE TAX FUND | 26,591.27 | 296,834.51 | 357,775.00 | 60,940.49 | 82.97 |
| 112-EMPLOYEE BENEFITS TRU | 38,383.69 | 457,458.25 | 486,070.00 | 28,611.75 | 94.11 |
| 114-HEALTH INS PART SELF | 5,500.00 | 30,500.00 | 0.00 | (30,500.00) | 0.00 |
| 119-EMERGENCY FUND | 19,890.46 | 30,419.77 | 39,750.00 | 9,330.23 | 76.53 |
| 121-LOCAL OPTION REVENUE | 31,757.34 | 399,783.68 | 398,000.00 | (1,783.68) | 100.45 |
| 122-LOCAL OPTION TAX PROJ | 50,218.35 | 406,498.48 | 504,750.00 | 98,251.52 | 80.53 |
| 127-URBAN RENEWAL TIF ARE | (2,873.53) | 17,916.47 | 21,000.00 | 3,083.53 | 85.32 |
| 160-CIDC/CITY CRESCO REVO | 0.00 | 133,000.00 | 153,500.00 | 20,500.00 | 86.64 |
| 165-NUISANCE HOUSE FUND | 0.00 | 1,291.50 | 5,000.00 | 3,708.50 | 25.83 |
| 181-CRESCO TELECOMMUNICAT | 673.21 | 9,531.47 | 14,450.00 | 4,918.53 | 65.96 |
| 182-REHAB/HOUSING FORF/TR | 5,150.00 | 62,763.37 | 118,500.00 | 55,736.63 | 52.96 |
| 183-EQUIPMENT/REPAIR-FITN | 0.00 | 11,980.98 | 38,000.00 | 26,019.02 | 31.53 |
| 184-CITY PARK TRUST/DONAT | 1,125.86 | 8,809.79 | 13,200.00 | 4,390.21 | 66.74 |
| 185-RECREATION SUPPLY REV | 0.00 | 16,505.36 | 22,000.00 | 5,494.64 | 75.02 |
| 187-EQUIPMENT REPLACEMENT | 11,642.23 | 98,995.83 | 113,488.00 | 14,492.17 | 87.23 |
| 188-FIRE EQUIPMENT TRUST | 3,000.00 | 6,850.00 | 7,100.00 | 250.00 | 96.48 |
| 189-LIBRARY TRUST FUND | 12,681.34 | 14,376.34 | 20,100.00 | 5,723.66 | 71.52 |
| 190-OFFICE/COMPUTER EQUIP | 0.00 | 19,725.70 | 22,000.00 | 2,274.30 | 89.66 |
| 191-STREET TRUST FUND | 1,003.45 | 26,619.12 | 29,800.00 | 3,180.88 | 89.33 |
| 193-DRUG DOG FUND | 1,941.51 | 13,993.76 | 14,400.00 | 406.24 | 97.18 |
| 200-DEBT SERVICE FUND | 0.00 | 1,573,926.45 | 1,588,000.00 | 14,073.55 | 99.11 |
| 306-SEWER PROJECT | 0.00 | 49,452.74 | 51,000.00 | 1,547.26 | 96.97 |
| 309-BICYCLE TRAIL 2007 | 0.00 | 2,478.01 | 3,800.00 | 1,321.99 | 65.21 |
| 315-SMART PLANNING GRANT | 0.00 | 31,409.75 | 43,000.00 | 11,590.25 | 73.05 |
| 316-STREET 2ND AVE PROJEC | 4,141.87 | 255,750.60 | 269,000.00 | 13,249.40 | 95.07 |
| 317-WATERMAIN LOOPING FUN | 95,394.11 | 122,985.83 | 167,536.00 | 44,550.17 | 73.41 |
| 318-FIT FOR LIFE PROJECT | 2,257.79 | 2,257.79 | 10,000.00 | 7,742.21 | 22.58 |
| 600-WATER UTILITY FUND | 30,319.51 | 454,829.71 | 498,200.00 | 43,370.29 | 91.29 |
| 601-WATER DEPOSITS TRUST | 2,540.83 | 11,095.00 | 13,000.00 | 1,905.00 | 85.35 |
| 602-WATER UTILITY REPAIR | 46,475.94 | 55,176.55 | 81,176.00 | 25,999.45 | 67.97 |
| 610-MSSU REVENUE FUND | 39,000.00 | 631,500.00 | 705,000.00 | 73,500.00 | 89.57 |
| 612-MSSU OPERATION/MAINTE | 38,800.38 | 488,994.35 | 563,200.00 | 74,205.65 | 86.82 |
| 613-MSSU REPLACEMENT FUND | 43,441.62 | 56,385.02 | 85,200.00 | 28,814.98 | 66.18 |
| 614-MSSU REV BOND INT SIN | 0.00 | 72,398.53 | 76,400.00 | 4,001.47 | 94.76 |
| 620-WATER & SEWER C.I. | 197.33 | 11,492.71 | 14,000.00 | 2,507.29 | 82.09 |
| 670-YARD WASTE FUND | 2,494.18 | 52,793.40 | 61,950.00 | 9,156.60 | 85.22 |
| GRAND TOTAL EXPENSES | 704,117.05 | 8,044,542.40 | 8,918,864.00 | 874,321.60 | 90.20 |

*** END OF REPORT ***

RESOLUTION NUMBER 071301

**RESOLUTION AUTHORIZING THE CITY CLERK
TO EXTEND THE HEALTH INSURANCE CONTRACT WITH
WELLMARK BLUE CROSS/BLUE SHIELD**

WHEREAS, the City of Cresco offers health insurance coverage to eligible full-time employees; and

WHEREAS, the current contract with Wellmark Blue Cross/Blue Shield expires on June 30, 2013; and

WHEREAS, there are many uncertainties regarding the requirements of the Affordable Care Act (ACA) and more time is needed to make informed decisions in choosing an ACA-compliant plan; and

WHEREAS, Wellmark Blue Cross/Blue Shield is offering to extend the renewal date to December 1, 2014 locking in the City's current plan and rates through November 30, 2014.

NOW, THEREFORE, BE IT RESOLVED THAT the City Clerk is authorized and directed to sign the Response Form extending the health insurance contract with Wellmark Blue Cross/Blue Shield.

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 Confirmation of MSP Addendum for the City of Cresco is approved and that the City Clerk is authorized to execute the contract on behalf of the City of Cresco.

PASSED AND APPROVED THIS 15TH DAY OF JULY, 2013.

BY: _____
Mayor Mark Bohle

ATTEST: _____
City Clerk Michelle Girolamo



Wellmark Blue Cross Blue Shield of Iowa
Wellmark Health Plan of Iowa, Inc.

RESPONSE FORM

Cresco City Of
71235

130 N Park Pl
Cresco, IA 52136-1631

Please indicate your choice with an "X" in the blank space aligning with your selection.

EXTEND On behalf of my Employer Group, I elect to extend my plan(s) and rates and request that my renewal and plan-year date for all Wellmark group products be changed to Dec. 1, 2013, locking in my plan(s) and rates¹ through Nov. 30, 2014. I understand that my plan year will align with my renewal date of Dec. 1, 2013.²

KEEP On behalf of my Employer Group, I choose to keep my current renewal date and understand this choice will be considered a designation that the plan year of my Employer Group's plan(s) will align to the renewal date and my Employer Group's plan(s) will be moved to a 2014 ACA-compliant plan as of its first plan year beginning on or after Jan. 1, 2014.

IMPORTANT: If you do not respond by Sept. 1 by selecting the option to **EXTEND** your renewal/plan year date, we will consider that as your selection to **KEEP** your renewal and plan year date for your plan(s) as outlined in your Group Insurance Policy.

As an authorized representative of the Employer Group named above, I acknowledge and agree to the above statements.

Michelle Gustaw

Signature

7-15-13

Date

Avoid the rush! Return the signed form to Wellmark Blue Cross Blue Shield by any of these methods:

- 1. SCAN** the form and email to PlanYearChange@Wellmark.com
- 2. FAX** the signed form to **515-376-9006**

Or if you prefer, return the form to Wellmark in the enclosed business reply envelope

If you have any questions regarding this form, please contact your authorized Wellmark representative.

Thank you for your continued business!

¹ The only base premium increase you will receive is to accommodate the impact of the new Affordable Care Act (ACA) fees and taxes required by all carriers — estimated to be less than a six percent increase.

² Please note that where there is a change in plan year, there could be an issue under IRC section 125 relating to the Health FSA. For employers with 50 or more employees, the IRS may also look to an employer group's plan year as of Dec. 27, 2012, for determining the Employer Shared Responsibility requirements under the IRS transitional rule.

RESOLUTION NO. 071302

**RESOLUTION DIRECTING THE CLERK TO PUBLISH NOTICE OF HEARING ON
THE ADOPTION OF THE PROPOSED "CODE OF ORDINANCES OF THE CITY OF
CRESCO, IOWA"**

WHEREAS, the council has caused to be prepared and filed with the city clerk copies of the proposed "CODE OF ORDINANCES OF THE CITY OF CRESCO, IOWA," and,

WHEREAS, an official copy of the proposed "CODE OF ORDINANCES OF THE CITY OF CRESCO, IOWA," is now on file for public inspection in the office of the city clerk of Cresco, Iowa,

NOW THEREFORE BE IT RESOLVED that a public hearing thereon will be held in the council chambers on the 5th day of August, 2013, at 7:00 o'clock p.m., at which time and place the council will consider arguments for or against the adoption of the proposed "CODE OF ORDINANCES OF THE CITY OF CRESCO, IOWA," or amendments thereto.

BE IT FURTHER RESOLVED that the clerk be authorized and directed to cause to be published notice of such hearing one time not less than seven (7) days nor more than twenty (20) days prior to the date herein established for hearing as by law provided.

Passed and approved this _____ day of _____, _____.

MAYOR

ATTEST: _____
CITY CLERK

EXHIBIT A
AMENDMENT TO LOAN AND DISBURSEMENT AGREEMENTS

The Loan and Disbursement Agreements (Sewer Revenue Capital Loan Note and General Obligation Capital Loan Note) (the "Agreements") entered into as of July 5, 2001, respectively, by and between the City of Cresco, Iowa (the "City" or "Issuer"), the Iowa Finance Authority, as lender (the "Lender"), and Wells Fargo Bank, N.A., as trustee (the "Trustee"), relating to a loan from the Lender to the City in the amounts of \$600,000 and \$400,000 respectively, are hereby amended as follows:

1. The applicable interest rate for the Agreements shall be changed to 1.75%, effective as of June 1, 2013, and the Agreements shall thereafter be payable in accordance with the debt service schedules attached hereto and incorporated herein by this reference.

2. Except as amended herein, all of the other terms and conditions of the Agreements are in all respects ratified, confirmed and approved and shall remain in full effect.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the _____ day of _____, 2013.

CITY OF CRESCO, IOWA

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

A RESOLUTION APPROVING AND AUTHORIZING AN AMENDMENT TO LOAN AND DISBURSEMENT AGREEMENTS BY AND BETWEEN THE CITY OF CRESCO AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE REISSUANCE OF THE \$600,000 SEWER REVENUE CAPITAL LOAN NOTE, SERIES 2001, AND \$400,000 GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2001, OF THE CITY

WHEREAS, the City of Cresco (hereinafter the "Issuer") previously issued its Sewer Revenue Capital Loan Note, Series 2001, dated July 5, 2001, and General Obligation Capital Loan Note, Series 2001, dated July 5, 2001, to the extent of \$600,000 and \$400,000 respectively, (hereinafter the "Notes"), pursuant to Loan and Disbursement Agreements between Issuer, the Iowa Finance Authority, and Wells Fargo Bank, N.A., dated of like date (the "Agreements"), for the purpose of defraying the costs of the Project (as defined in the resolutions authorizing issuance of the same (hereinafter the "Resolutions")); and

WHEREAS, the Iowa Finance Authority, as Original Purchaser and current holder of the Notes, has authorized a reduction in the interest rate on the Notes to 1.75%; and

WHEREAS, an Amendment to the Loan and Disbursement Agreements (hereinafter the "Amendment") has been prepared to reflect said interest rate reduction, a copy of which is attached hereto as Exhibit A; and

WHEREAS, pursuant to IRS regulations adoption of the Amendment constitutes a reissuance of the Notes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRESCO, IN THE COUNTY OF HOWARD, STATE OF IOWA:

- Section 1. That the Resolutions are hereby amended to reflect the interest rate reduction to 1.75% per annum on the outstanding principal amount from and after June 1, 2013, for the remainder of the life of the Notes.

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO ENTER INTO AN AGREEMENT WITH IOWA DEPARTMENT OF
TRANSPORTATION FOR AN AIRPORT IMPROVEMENT PROGRAM
FOR PAVEMENT MAINTENANCE

WHEREAS, the City of Cresco was awarded a grant of 70% of eligible project costs, not to exceed \$10,500, for the Cresco Municipal Airport to for joint and crack cleaning and sealing of the runway; and

WHEREAS, the City must agree to set forth terms, conditions and obligations for accomplishment of certain improvements at the Airport.

THEREFORE, Council Person _____ moved the adoption of the foregoing Resolution Authorizing the Mayor and City Clerk to enter into an agreement with the Iowa Department of Transportation. Council Person _____ 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 agreement dated _____, between the City of Cresco and IOWA DEPARTMENT OF TRANSPORTATION is approved and that the Mayor and City Clerk are authorized to execute the agreement on behalf of the City of Cresco.

PASSED AND APPROVED THIS _____ DAY OF _____, 2013.

BY: _____
Mayor Mark Bohle

ATTEST: _____
City Clerk Michelle Girolamo

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT
FOR THE FISCAL YEAR 2014
Airport Improvement Program**

This AGREEMENT is made between the Iowa Department of Transportation called the "Iowa DOT" and **City of Cresco**, hereafter the "SPONSOR".

1.00 PURPOSE: The purpose of this agreement is to set forth terms, conditions and obligations for accomplishment of certain improvements at the **Cresco Municipal - Ellen Church Field** hereafter the "Airport."

Improvements shall consist of: **Pavement maintenance**, as more clearly defined in the project application.

It shall be referred to as the "Project" and shall be identified by
Project number: **9I140CJJ100**
Contract number: **15227**

5.0 GENERAL PROVISIONS

- 2.01 The SPONSOR shall have the project under contract no later than 12 months after the date of the agreement or the Iowa DOT reserves the right to revoke this grant.
- 2.14 The Iowa DOT agrees to reimburse the SPONSOR **70%** of the eligible project costs, not to exceed the maximum amount payable of **\$10,500**, incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding, and final reimbursement will be made up to the contract amount in whole dollars.
- 2.15 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180.
(<http://www.legis.state.ia.us/Rules/Current/iac/761iac/t180/t180.pdf>)
- Competitive bid procedures for all projects greater than \$130,000.
 - Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between \$72,000 and \$130,000
 - Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between \$50,000 and \$130,000,
 - Informal local procedures for projects less than the thresholds identified for competitive quotations.

The SPONSOR shall follow requirements of the Iowa Code Section 544A.18, 193B Iowa Administrative Code Chapter 5, Chapter 542B of the Code of Iowa, and 193C Administrative Code Chapter 1 to determine when professional engineering or architectural plans and specifications must be used. The SPONSOR shall submit any plans, specifications and other contract documents to the Iowa DOT for its files.

- 2.16 Should the SPONSOR fail to comply with any Condition or Assurance provided herein, the Iowa DOT may withhold further payment and may require reimbursement of any or all payments made by the Iowa DOT toward accomplishment of the Project.
- 2.17 The Iowa DOT shall not waive any right of authority by making payments pursuant to this agreement, and such payments shall not constitute approval or acceptance of any part of the Project.
- 2.39 Neither the Department nor the Sponsor intend to create rights in, and shall not be liable to, any third parties by reason of this agreement.
- 2.40 If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to applicable law and the intent of this agreement.
- 2.41 The Iowa DOT shall determine what costs charged to the project account are eligible for participation under the terms of this agreement and the SPONSOR shall bear all additional costs accepted and paid. Only those eligible costs incurred after this agreement is executed shall be reimbursed, unless the SPONSOR receives written notice from the Iowa DOT that the Sponsor has authority to incur costs.
- 2.42 Notwithstanding any other provisions of this agreement, the Iowa DOT shall have the right to enforce, and may require the SPONSOR to comply with, any and all Conditions and Assurances agreed to herein.
- 2.43 The Iowa DOT's obligations hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of such termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.
- 2.44 The SPONSOR is the contracting agent and, as such, retains sole responsibility for compliance with local, state and federal laws and regulations related to accomplishment of the Project. The sponsor shall ensure compliance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Iowa DOT.

In accordance with Iowa Code Chapter 216, the SPONSOR shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

- 2.45 Funding will be available for reimbursement of the project for three fiscal years after the date of the agreement, unless appropriations are withdrawn under 2.10. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.
- 2.46 The SPONSOR agrees to indemnify, defend, and to hold the Iowa DOT harmless from any action or liability out of the design, construction, maintenance and inspection or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Iowa DOT's application review and approval process, plan and construction reviews, and funding participation.
- 2.47 In the case of any dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to the Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of the intent to seek arbitration. The written notice must include a precise statement of the dispute. The Iowa DOT and the SPONSOR agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- 2.48 Infrastructure and/or work products developed through this grant become the property of the SPONSOR and the SPONSOR's responsibility to maintain.
- 2.49 The attached Exhibit A, "Utilization of Targeted Small Business (TSB) Enterprises on Non-Federal Aid Projects (Third-Party State Assisted Projects)," will apply and is hereby made a part of this Agreement.

3.00 PROJECT CONDITIONS

- 3.01 The SPONSOR Agrees to:
- (a) Let contracts according to provisions of Chapter 26 of the Iowa Code and preside at all public hearings occasioned by the Project.
 - (b) Contract for all professional and construction services as needed, submitting a copy of any engineering/consultant contract to the Iowa DOT. If the engineering/consultant agreement is more than \$50,000 and the sponsor will request state reimbursement for the engineering/consultant services, the agreement must be submitted to the Iowa DOT for pre-audit prior to execution of the agreement.
 - (c) Establish and maintain a project schedule and provide the schedule to the Iowa DOT.
 - (d) Obtain and provide the sales tax exemption certificates through the Iowa Department of Revenue and Finance to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
 - (e) Submit to the Iowa DOT a Request for Reimbursement form, copies of invoices, and proof of payment for reimbursement. Progress payments are allowed.
 - (f) Inspect work and equipment, test materials, and control construction to ensure that the design intent of the plans and specifications is achieved.
 - (g) Inform the Iowa DOT of construction completion and allow the Iowa DOT access to review the completed project.
 - (h) Certify satisfactory completion of the Project by resolution or signed final acceptance form and provide a copy to the Iowa DOT.
 - (i) Retain all records relating to project cost, including supporting documents, for a period

of three (3) years following final payment by the Iowa DOT, and to make such records and documents available to Iowa DOT personnel for audit.

- (j) Ensure that applicable General Provisions and Project Conditions are included in any agreement between the SPONSOR and Engineer/Consultant.

4.00 SPECIAL PROVISIONS

4.01 None

5.00 SPONSOR ASSURANCES

By authorizing execution of this agreement the SPONSOR hereby certifies that:

- 5.07 It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances made herein, unless by such transaction the obligation to perform all such covenants are assumed by another public agency found by the Iowa DOT to be eligible under the laws of the State of Iowa to assume such obligations and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for the management or operation of the Airport by any agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these assurances.
- 5.08 It will not dispose of or encumber its title or other interests in the site and facilities during the 20-year period of this agreement.
- 5.18 It will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport and will not permit any activity thereon which would interfere with its use for airport purposes.
- 5.19 Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace and by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, or any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires.
- 5.20 It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the Iowa DOT for the maintenance and operation of such facilities as identified in the Iowa Administrative Code 761-Chapter 720.10
- 5.21 It will operate the Airport as such for the use and benefits of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the SPONSOR specifically

agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without unlawful discrimination between such types, kinds, and classes. The SPONSOR may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the airport. The SPONSOR may also prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation need of the public. It will operate the Airport on fair and reasonable terms, and without unjust discrimination.

5.22 The SPONSOR will keep up-to-date and provide to the Iowa DOT an airport layout plan. The SPONSOR will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

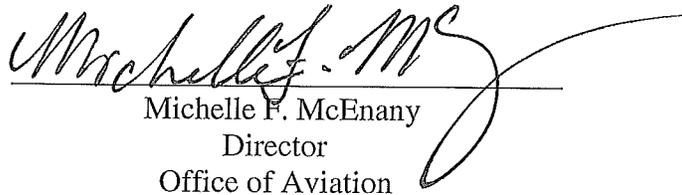
6.00 EXECUTION OF THE AGREEMENT. By resolution made a part of this agreement the SPONSOR authorized the undersigned to execute this agreement.

Signed this _____ day of _____, _____, on behalf of the SPONSOR.

By: _____ Attested: _____

Title: _____ Title: _____

Signed this 9th day of July, 2013, on behalf of the Iowa Department of Transportation.

By: 
Michelle F. McEnany
Director
Office of Aviation

RESOLUTION NUMBER _____

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER
INTO AN AGREEMENT WITH THE FARMER'S MARKET**

WHEREAS, the City of Cresco has been presented with a request to use Beadle Park and/or the Southside Parking Lot for a Farmer's Market on Sundays until the end of October 2013; and

WHEREAS, the Farmer's Market is regulated by the Iowa Administrative Code and vendors will comply with the certifications and regulations; and

WHEREAS, it is necessary for the City to enter into an agreement that will be drafted by the Cresco City Attorney.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and City Clerk are authorized and directed to sign the written agreement with the Farmer's Market.

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 is approved and that the Mayor and City Clerk are authorized to execute the agreement on behalf of the City of Cresco.

PASSED AND APPROVED THIS _____ DAY OF _____, 2013.

BY: _____
Mayor Mark Bohle

ATTEST: _____
City Clerk Michelle Girolamo

Michelle Girolamo

From: Communities of Distinction TV Assistant <codtvasst@usmstudiosinc.com>
Sent: Tuesday, July 02, 2013 2:57 PM
To: pwd@iowatelecom.net; mnbohle@gmail.com; tpspindler@hotmail.com; jason@howard-county.com; cityhall3@iowatelecom.net
Subject: From the offices of Lane Greenbank - Communities of Distinction TV

July 2, 2013

Rod Freedoff
Mark Bohle
Michelle Girolamo
Jason Passmore
Tom Spindler
City of Cresco, IA
pwd@iowatelecom.net
mnbohle@gmail.com
tpspindler@hotmail.com
jason@howard-county.com
cityhall3@iowatelecom.net

Dear Rod, Mark, Michelle, Jason and Tom,

Based on our conversation today, below is the link to the online production materials we discussed.

Please click on the link below to view the Production Materials

<http://watchcod.com/emcdpk/e-pack/>

We are finalizing the scheduling for “**Communities of Distinction TV**” and more specifically, our segments for the 2013 season. We are interested in the City of Cresco, IA for a five (5) minute segment on topics, trends and issues related to “**America’s Best Places to Live, Work and Play**” in our “**Discover America**” series.

This segment will air one (1) time nationally on FOX Business Network and nineteen (19) times regionally on ABC and FOX Broadcast Stations and/or Regional News Networks in many of the top 100 markets nationwide based on viewer demographics, interests and the distribution checklist. As discussed, “Communities of Distinction TV” has no direct affiliation with the networks on which it airs.

\$19,800 USD is the total scheduling fee. Keep in mind, the Senior Producer will go over timing and visual aspects of the segment and answer any questions you may have with the project.

The Senior Producer and I will contact you on Tuesday, July 16th at 10:30 a.m. CDT.

Regards,

Lane Greenbank
Associate Producer
“Communities of Distinction TV”
954-509-7246



Show Production Materials

Show Objectives

An educational feature, designed to educate viewers on what makes an area desirable to live, work, play, and visit. The program will invite associations as well as representatives from states, provinces, counties, cities and towns and "experts" within their industry. Companies that are scheduled into the series address a variety of issues ranging from attracting new businesses to drawing new families and retirees.

1) Organizations scheduled will also be included in an extensive multi-media promotional effort for each series. The advertising and public relations department promotes the program and companies and individuals utilizing targeted press releases and articles in conjunction with an online promotional campaign that will be targeting industry specific organizations, consumer and business networking sites.

2) All featured guests will be given the complete licensing rights to their segment to reutilize for any future educational purposes such as:

- Send to distributors, analysts, and retailers as a point of sale demo
- Put into a continuous loop at trade/expo shows, which draws additional traffic to your booth.
- Upload footage to streaming video to enhance your web-site.

A Production Coordinator will be assigned to your feature and will guide you through the entire production process. Upon final scheduling of your company, involvement will consist of the following requirements:

1. **Participation Agreement** – to be signed and authorized by a representative of your company and final approval by Communities of Distinction.
2. **Editorial Information Form (EIF)** – this form is very important as it is the initial input for the scripting department to develop the segment outline and initial script. It needs to be filled out completely and returned to Communities of Distinction within two weeks. Information such as contacts, key benefits, suggested shoot location(s) and on camera representatives will be covered in this form.
3. **Scheduling Fee** – will ensure each Featured Guest exclusivity on the segment and will guarantee your participation and cover the necessary cost of Production and airings as part of the total project. We have also found that a financial commitment will ensure that the guest pays attention to our shows schedules and deadlines.
4. **Material Requirements** – this literature will assist the advertising department, PR department and scriptwriters in the writing, production and promotion of our program. These materials include: logos, press kits, current press releases, product literature, any newspaper or magazine articles, slides and ad transparencies.

RESOLUTION NO. _____

RESOLUTION FIXING DATE FOR PUBLIC HEARING ON SALE OF REAL ESTATE AND MANNER AND METHOD OF SALE OF REAL ESTATE

WHEREAS, the City of Cresco, Iowa is the owner and title holder of the following described real estate:

The North Half of Lots 1 and 2 and the West 26 1/2 feet of the North Half of Lot 3, Block 11, Original Plat of the City of Cresco, Howard County, Iowa

locally known as the "old city hall" and located at 227 N. Elm St. Cresco IA

WHEREAS, the City Council has determined that it is in the best interest of the City to sell said real estate for the reason that it serves no public purpose, and

WHEREAS, the city Council of the City of Cresco, Iowa desires to sell the real estate described above in the following manner:

A public notice will be published in the Times Plain Dealer in Cresco, Howard County, Iowa announcing that this real estate will be sold by auction sale before the City Council on August 5, 2013 at 7:00 p.m. in the City Council chambers at City Hall and that anyone interested in purchasing this real estate must submit a bid of at least \$_____ (_____ dollars). All bids must be submitted to the City Clerk at the City Hall in Cresco, Iowa, by 12:00 noon on August 5, 2013, with each bid specifying the bid purchase price for the real estate and the bid being enclosed in a sealed envelope. All bidders must be present at the City Council meeting in order to be eligible to raise their bids after the bids are opened. The City Council will proceed to auction the property among those bidders for the highest and best responsible bid. Only those persons submitting a qualifying written sealed bid will be eligible to participate in the auction sale bidding by increasing their bid at the auction sale.

The City reserves the right to reject any or all bids and reserves the right to determine whether a bid is responsible and in the best interest of the City.

The City will convey title to the real estate by Quit Claim Deed.

The property will be sold subject to a deed restriction indicating that the premises must be used for a retail establishment or other use consistent with C-2 zoning and must not be used primarily for public or private storage or the premises will revert to the City.

An abstract of title to the property will be provided.

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

1. That at a public hearing is hereby set before the City Council of Cresco, Iowa, at 7:00 PM on the 5th day of August, 2013 in the City Council Chambers in the City Hall of Cresco, Iowa and that said public hearing shall be to determine that the following real estate should be sold by auction sale in the manner described above:

The North Half of Lots 1 and 2 and the West 26 1/2 feet of the North Half of Lot 3, Block 11, Original Plat of Cresco, Howard County, Iowa

2. At said public hearing the Mayor or designee shall open any and all sealed bids and the City Council will then determine whether or not to sell the above described real estate pursuant to the above described terms.

Council person _____ moved the adoption of the foregoing resolution and council person _____ seconded said motion. Thereupon the Mayor called for a roll call vote and the following council persons voted in favor of the foregoing resolution:

_____ and the following council persons voted against the foregoing resolution:

_____ The Mayor thereupon declared the resolution duly passed and adopted this 15th day of July, 2013.

CITY OF CRESCO, IOWA

Mark Bohle, Mayor

ATTEST:

By: _____
Michelle Girolamo, City Clerk

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of the City of Cresco, Iowa will meet in regular session in the City Council Chambers at City Hall in the City of Cresco, Iowa on the 5th day of August, 2013, at 7:00 PM for the purpose of conducting a public hearing, discussion and passage of a resolution, which resolution authorizes the Mayor and City Clerk of the City of Cresco, Iowa to sell the real estate described as:

The North Half of Lots 1 and 2 and the West 26 1/2 feet of the North Half of Lot 3, Block 11, Original Plat of Cresco, Howard County, Iowa, known locally as the "old city hall building" and located at 227 N. Elm St. Cresco IA

by auction sale. Anyone interested in purchasing this real estate must submit a bid of at least \$ _____ (_____ dollars). All bids must be submitted to the City Clerk at the City Hall in Cresco, IA by 12:00 noon on August 5, 2013, with each bid specifying the bid purchase price for the real estate and the bid being enclosed in a sealed envelope. All bidders must be present at the City Council meeting in order to be eligible to raise their bids after the bids are opened. The City Council will proceed to auction the property among those bidders for the highest and best responsible bid. Only those persons submitting a qualifying written sealed bid will be eligible to participate in the auction sale bidding by increasing their bid at the auction sale.

The City reserves the right to reject any or all bids and reserves the right to determine whether a bid is responsible and in the best interest of the City. The City will convey title to the real estate by Quit Claim Deed and an abstract of title will be provided.

The property will be sold subject to a deed restriction indicating that the premises must be used for a retail establishment or other use consistent with C-2 zoning and must not be used primarily for public or private storage or the premises will revert to the City.