

NOTICE AND CALL OF PUBLIC MEETING

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA

DATE OF MEETING: JUNE 18, 2012

TIME AND PLACE OF MEETING: 7:00 P.M. AT CRESCO CITY HALL

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

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

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

1. Approval of the Agenda
2. Approval of the Claims
3. Approval of Minutes from June 4, 2012
4. Approval of Street Closing Permit for the Cresco Wildlife Club for a portion of 6th Avenue West on 7/8/12, 8/12/12 and 9/9/12
5. Approval of Pay Request #1 for \$11,660.80 for Jirak Construction for Housing Rehab Project

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

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

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

1. Troy Scholbrock to Discuss Dust Control on 12th Avenue
2. Resolution Authorizing Mayor & City Clerk to enter into 28E Agreement for the Creation of the Turkey River Watershed Authority
3. Motion to Appoint Ron Hyberger as the City of Cresco's Appointed Representative to the Turkey River Watershed Management Authority
4. Resolution Allowing for the Transfer of Funds (Local Option Sales Tax)
5. Resolution Removing a Fund Within the City's Accounts and Allowing for the Transfer of Funds for the Street Shop Project
6. Resolution Removing a Fund Within the City's Accounts and Allowing for the Transfer of Funds for the 1st Avenue Project
7. Motion Designating City Clerk to Designate Funds as Assigned Balances on June 30th of each Fiscal Year
8. Resolution Designating Committed Fund Balances as of June 30, 2012
9. Motion to Write Off Three Uncollectible Accounts Totaling \$169.93 for Fiscal Year Ending June 30, 2012
10. Discussion on the Rehab Housing Programs
11. Discussion on the Code of Ordinance Updates

COMMENTS FROM AUDIENCE:

ADJOURN:

THIS NOTICE IS GIVEN AT THE DIRECTION OF THE MAYOR PURSUANT TO CHAPTER 28A, CODE OF IOWA AND THE LOCAL RULES OF SAID GOVERNMENTAL BODY. POSTED JUNE 13, 2012.

1. Dust Control – Troy Scholbrock would like to discuss 12th Avenue dust control. Council can make your own decisions but we do want to remind you that several City residents apply dust control in their alleys and Mike McGuire has also told us he is doing his street between his apartments and Grube's and all were planning to pay for it themselves. So please keep in mind that if you pay for dust control on this street it would be setting a precedent and I'm not sure how many people would come in requesting the City to pay dust control near their houses. The other issue is that City residents only live on one side of 12th Ave and 5th Street and that it is County property on the other side of the street. The County has a policy that they will not pay for dust control.
2. Turkey River Watershed – attached is the 28E agreement. It does not indicate how much each of the communities may have to commit for operations if grant funding is not enough. I am sure they are hoping to receive enough grants to operate but it appears to me that there could be risk of financial liability in the future. Ron Hyberger thought he would be interested in being the representative for the City. If the meetings are during regular working hours he would be paid to attend but any meetings after hours would not be paid.
3. LOST Transfer – All transfers need to be approved by Council. Most are approved by you as part of the budget that you approve. Because this transfer causes me to be over budget, I need your approval for this amount. Total LOST received was \$382,660.42 which is \$14,756.29 more than last year.
4. Street Shop Project – The project is finished except for the warranty issues on the roof. This could drag on for a while so we will close this project fund and put the money in the street trust fund. Any future expenses related to the building can be paid from the trust fund. The remaining balance is the amount leftover from the sale of the old street shop building.
5. 1st Avenue Project – This project is finished and accepted so I will close the fund. The balance transferred is the remaining assessments received after paying all the 1st Avenue expenses. Majority of the project was paid from GO Bond proceeds. I don't know the exact balance yet as I am waiting for the bill from Ahlers & Cooney for legal expenses. Hopefully that will be here by Monday so we can fill in the amount but it should be about \$84,000 to transfer. The balance will be transferred to the 2nd Avenue project for any expenses in excess of the \$250,000 GO bond proceeds. We will keep rolling the assessment balance into the next street project.
6. Assigned Balances - GASB 54 requires City's to designate their ending fund balances as restricted, committed, assigned or unassigned. Council can designate the City Clerk or somebody else to determine how much of the ending balances are assigned which means that the amounts are constrained for the intent to be used for a specific purpose. I just thought it may be easier for me to do it with the knowledge of the fund purposes and the budget discussions. Feel free to designate whoever you want.

7. Committed Balance - GASB 54 requires Council to do a resolution committing amounts that are constrained for a specific purpose. It also requires a resolution by Council to remove or change the constraints. Last year the #181 Telecommunications Fund was all committed due to the ordinance stating that 60% of franchise fees would be used to fund the local Mediacom station. Last year we did a resolution reducing that percentage to 10% of franchise fees. We also did a resolution authorizing up to \$40,000 to be transferred to the Theatre projector and sidewalk project. We only transferred \$30,000 for the projector. I also think that we should commit \$30,000 of the #188 Fire Trust Fund balance for \$20,000 for airpacks and \$10,000 for turnout gear. Hopefully the auditor will get me a sample resolution prior to the meeting, otherwise I will make one.
8. Uncollectible Accounts – We have 3 small accounts that we have been unable to collect and can't attach to the property taxes. Please see the enclosed list and explanations. The total of \$169.93 is way under 1% of billings for the year.
9. Rehab Housing Programs - Jason Passmore sent me an email saying that Lori Brockway from Upper Explorerland presented an outstanding update on the NE Iowa Regional Housing Trust Fund. She is willing to present it to our City Council also if you are interested. There are 6 people on the waiting list for their program with no more funds available. The Rehab program we have has enough to fund one to two more houses but they need to be in the northwest section of town. They were wondering if we wanted to apply for another grant and do another project. I have two reservations - #1 We need to come up with the matching funds which were \$40,000 on the last one and we are not even finished with that project yet. #2 Not sure if we would want to have Upper Explorerland administer a new project or we have Simmering Cory do it again. We are already contributing \$5,000 per year to the NEIAHTF so not sure how much more we should commit to housing rehab. Lori was wondering if you want her to come to a council meeting to discuss our options.
10. Theatre Seats - Marla has been offered seats from an auditorium called "The Salvage Barn" in Iowa City to replace all the seats in the Theatre. We have accepted the offer and will be getting 500 new seats. Fenco has offered to donate their labor to build the angle irons so that they will work on the slanted floors. We may need to replace some flooring when we pull out the old seats. It will be done in sections to enable the Theatre to remain open. Tom Barnes has said that we can store them in the 4-H Building at the fairgrounds until the end of May next year. By the way, the old ones were installed in 1978 so have lasted 34 years but are really falling apart as the metal is worn out.
11. Air Conditioner - The A/C does not work in the Council chambers so dress cool. We are going out for bids for new ones as we had this budgeted for this next fiscal year anyways.

Have a good weekend,
Michelle

The Cresco City Council met June 4, 2012, at 7:00 pm at City Hall. Council members Carman, Bouska, McGee and McCarville were present. Loveless arrived at 7:02 pm. No council members were absent.

Bouska moved to approve the consent agenda which included approval of the: agenda; claims; minutes of the May 21, 2012 meeting; minutes of the May 21, 2012 worksession; cigarette/tobacco permits for: Casey's Marketing dba Casey's General Store #2511, Fareway Stores Inc. dba Fareway Store #815, JAGDAMBE, LLC dba Cresco Mart, Ron B. Rear & Evelyn L. Kingsley dba Cresco Liquor Store, Big Daddy Hideaway Corp. dba Hideaway Lounge, Kwik Trip, Inc. dba Kwik Star #428, Thomas J. Kleve & Mary F. Kleve dba Kleve's Pub; Pay Request #2 from Upper Explorerland Regional Planning Commission for Comprehensive Planning for \$13,630.74. McGee seconded and it passed all ayes.

Public Works Director Rod Freidhof reported: (a) Sewer will replace membranes in digestors; (b) Cresco Food Technologies treatment agreement will be reviewed and renewed in July. There were some issues with a spill so they met to discuss it and hopefully the problem will be taken care of; (c) Water Dept is working with Bruenings to complete the new water main on 2nd Avenue. They are having some issues with passing the pressure test but hope to have it resolved soon; (d) Street Dept will begin hauling chips for chip sealing and rock for 5th Street SE and 12th Avenue; (e) Joe Braun will send a letter to the bonding company requesting a new roof for the street shop; (f) a complaint was received for cars in the Southside Parking Lot over the weekend and that merchandise is displayed in front of Ace Hardware that is in the City right-of-way. Council determined that the cars are moved periodically and that the displays are not impeding pedestrian or vehicle traffic so they determined that it was not an issue or a problem.

Police Chief Tim Ruroden distributed the monthly report and also reported that officers completed CPR and defibrillator training. Officer Hollenbeck attended interrogation and interview training. Hollenbeck and Godman attended the Family Fun Night. Ruroden spoke at a babysitting clinic giving suggestions for security procedures. Officers participated in a Step program over the weekend and they are working on the grant application. Two officers were involved in a chase and two cars were damaged while apprehending the person. One of the new police cars has the equipment installed and is operational but the other new car is still being equipped.

City Clerk Michelle Girolamo reported: (a) Library will be closed Saturday June 9th for painting and varnishing; (b) Chad Harvey from NE Iowa Service sandblasted, repaired and painted the bike rack at the Library at no charge. His donation is much appreciated; (c) Auditors will be here Thursday and Friday; (d) Iowa League of Cities annual convention is in Sioux City in September but officials and staff may not go this year but will plan to have some attend next year; (e) State of Iowa is distributing bicyclist maps; (f) another worksession will be scheduled to further discuss watermain looping to the Campsite subdivision; (g) runway repairs at the airport have been completed.

Diane Kueker asked for permission to proceed with taking down some sheeting on the old City Hall building to expose the old restroom as part of the refurbishing of the gas station. She also discussed a fundraiser that will be held during the Ridiculous Day celebration to help fund the project. Consensus was to approve allowing them to continue with refurbishing the old gas station to return it to its original condition.

Bouska made the motion to approve a resolution approving wage increases for the Fire Chief and City Hall custodian of two percent. McGee seconded and it passed all ayes.

Loveless made the motion to approve a resolution allowing for the transfer of funds from the General Fund to the Nuisance House Fund. The balance of \$11,801 is the excess of funds from the sale of nuisance houses over the expenses. McGee seconded and it passed all ayes.

Bouska made the motion to replace City Ordinance Chapter 47 regarding curfews with the sample supplied by Iowa Codification Inc. The last paragraph for penalties will be replaced with our existing paragraph. Loveless seconded and it passed all ayes.

Loveless made the motion to keep Ordinance Chapter 52 regarding weeds with the adjustment for mailing as indicated. Bouska seconded and it passed all ayes.

McCarville made the motion to change Ordinance Chapter 41 regarding drug paraphernalia to simply refer to Chapter 47 since it is duplicated information. Loveless seconded and it passed all ayes.

Mayor asked if there were any comments from the audience and there were none.

McGee moved to adjourn at 7:50 pm. Bouska seconded and it passed all ayes. The next regular Cresco City Council meeting will be June 18, 2012, at 7:00 pm at Cresco City Hall.

Mayor Mark Bohle

City Clerk Michelle Girolamo

Following is a list of claims approved for payment:		
ARAMARK	CONTRACTUAL	379.24
BANCARD CTR	SUPP	2,258.94
BEIWEL, ERIK	REFUND	35.00
BLACK HILLS	GAS	38.70
BODENSTEINER	SRVC	71.28
BOHLMANN	EQUIP	1,678.90
BUSINESS TECH	SUPP	19.00
CASPER P&H	POOL PAK	19,594.45
CITY LAUNDERING	SRVC	205.62
CITY OF CRES	UTIL, REFS	1,215.09
CRES FIRE SAFETY	SRVC	44.30
CULLIGAN	SUPP	136.26
DAKOTA	SUPP	7,058.56
DALCO	SUPP	630.13
DIAMOND VOG	SUPP	2,036.20
DON'S TRUCK	SRVC	147.43
FAREWAY	SUPP	8.88
GILLUND ENT	SUPP	171.76
GOSCH'S	SERV	35.00
HAWKEYE RCY	SERV	20.00
HAWKEYE	SRVC	43,011.38
HEALTHY CONTRIBUT	FEES	16.75
HOVEY OIL CO. INC	SUPP	1,047.09
JOHN DEERE FIN	SUPP	1,003.22
KWIK TRIP	GAS	4,412.34
LORI ROEDER	REFUND	62.35
MABE'S	SUPP	40.24
MARY REICKS	SERV	200.00
MOELLERS, KEN	LEASE	125.00
PAYROLL		85,285.30
PEPSI	SUPP	499.60
POSTMASTER	POSTAGE	548.84
RICOH	SUPP	429.00
SADIE WERMERS	SRVC	222.00
SAFETY KLEEN	SUPP	174.86
SAM'S DISCOVER	SUPP	1,685.53
SOUTHSIDE TRUCK	SUPP	50.00
SPAHN & ROSE	SUPP	12.67
STOREY KEN	SUPP	252.18
SUN LIFE	INSUR	43.45
TREAS ST IA	SALES TAX	6,153.61
UNIVER PUB	ADVERT	120.00
UP & RUNNING	PHONE	25.98
UPPER EXPLORE	COMP PLAN	13,630.74
VERIZON	PHONE	28.86
WILLOW COURTYARD	REFUND	325.42
WINDSTREAM	PHONE	922.52
WINN COOP	SERV	175.04
	General Fund	90,876.81
	Road Use Tax	25,211.23
	Emp Benefits	7,762.68
	Emergency Fund	1,257.80
	Local Option Tax	2,252.90
	Cresco Telecom	259.29
	Equip/ Repairs FC	17,763.84
	Smart Planning	13,630.74
	Water Utility	16,905.41
	Water Deposits	240.00
	Water Repair Repl	7,058.56
	MSSU Rev	21.29
	MSSU Operation	12,115.29
	Water & Sewer C.I.	105.27
	Yard Waste	827.60
	EXPENDITURES	196,288.71
	Revenues 05/22 to 06/04/12	122,140.51

MON. 18th
1900 HRS.

STREET CLOSING/PARADE PERMIT

DATE 06-11-12

NAME CRESCO WILDLIFE CLUB

PERMISSION TO CLOSE: 6th AVE W FROM EAST SIDE OF DONALDSON ENTRANCE TO WEST SIDE OF RACE TRACK ENTRANCE

REASON FOR CLOSURE: TRAP SHOOTING / SAFETY

DATE: 07-08-12 & 08-12-12 & 09-09-12

TIME: (from) 10:00 AM (to) 1700 OR 5:00 PM

APPROVED: _____ SIGNATURE _____

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

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

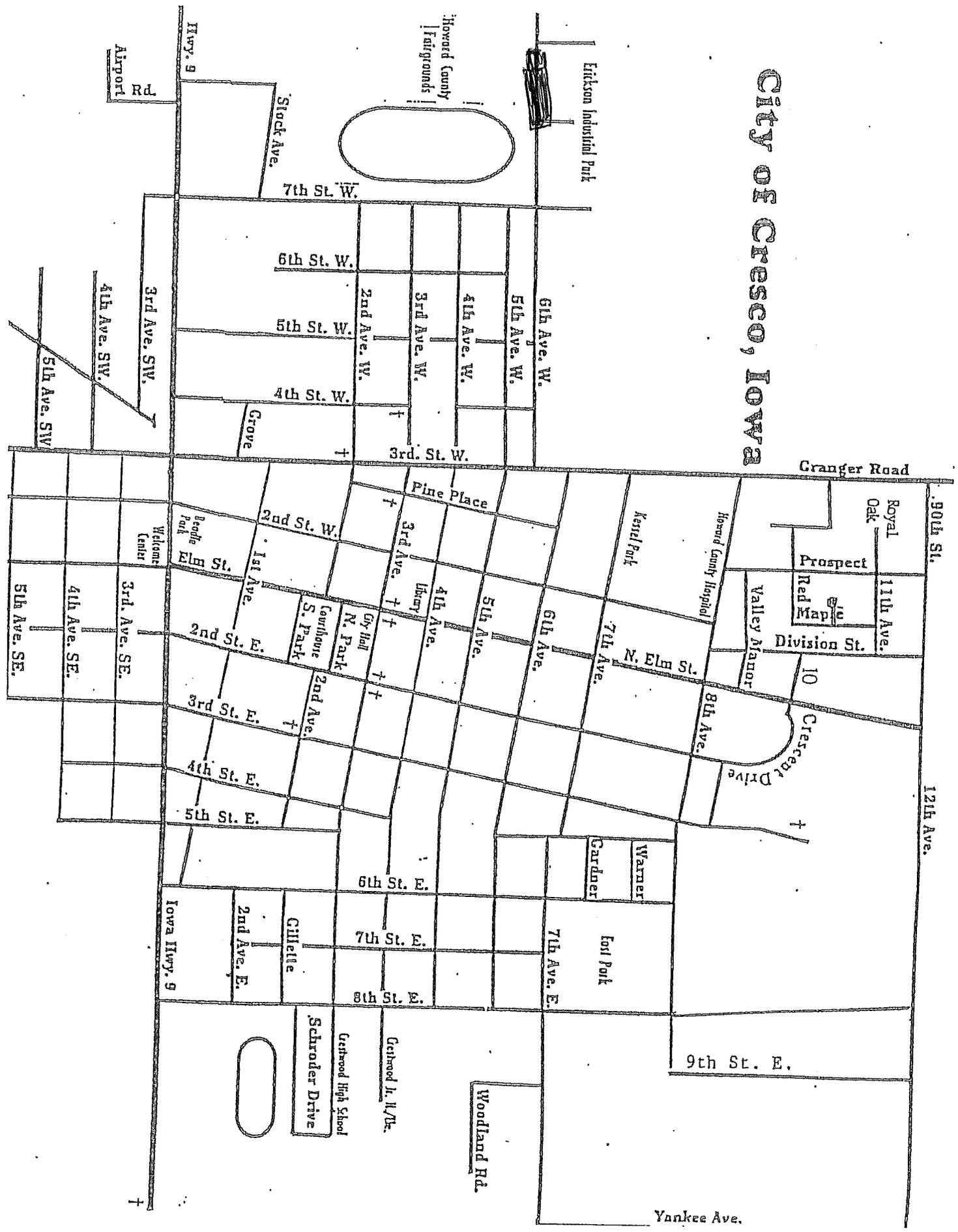
1. "Parade" Defined. "Parade" means any march or procession of persons or vehicles organized for marching or moving on the streets in an organized fashion or manner or any march or procession of persons or vehicles represented or advertised to the public as a parade.

2. Permit Required. No parade shall be conducted without first obtaining a written permit from the City Council. Such permit shall state the time and date for the parade to be held and the streets or general route therefor. Such written permit granted to the person organizing or sponsoring the parade shall be permission for all participants therein to parade when such participants have been invited by the permittee to participate therein. No fee shall be required for such permit. Permit forms are available at City Hall. (Ord. 289)

3. Parade Not A Street Obstruction. Any parade for which a permit has been issued as herein required, and the persons lawfully participating therein, shall not be deemed an obstruction of the streets notwithstanding the provisions of any other ordinance to the contrary.

4. Control By Police and Fire Fighters. Persons participating in any parade shall at all times be subject to the lawful orders and directions in the performance of their duties of law enforcement personnel and members of the fire department.

CITY OF CRESCO, IOWA



Howard County
Fairgrounds

Erickson Industrial Park

Granger Road

90th St.

Royal Oak

Prospect

Red Maple

11th Ave.

Division St.

Valley Manor

Kessel Park

Howard County Hospital

N. Elm St.

6th Ave.

5th Ave.

4th Ave.

3rd Ave.

2nd St. W.

1st Ave.

2nd St. E.

3rd St. E.

4th St. E.

5th St. E.

6th St. E.

7th St. E.

12th Ave.

10 Crescent Drive

8th Ave.

Warner

Gardner

Coal Park

7th Ave. E.

6th St. E.

7th St. E.

8th St. E.

2nd Ave. E.

Iowa Hwy. 9

Chilcote

Getwood Jr. H/Dr.

Getwood High School

Schroeder Drive

Woodland Rd.

9th St. E.

Yankee Ave.

+

INDEMNITY AND HOLD HARMLESS AGREEMENT

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

1. The parties understand and agree that Indemnifying Party will be conducting a(n) TRASHHOOTING EVENT on or about the √ day(s) of ↓, 20√, and as part of that event has requested to CLOSE PART OF 6th AV WEST on City property (the Permitted Purpose). 07-08-12
08-12-12
09-09-12
10:00AM TO
5:00PM

2. City hereby consents to Indemnifying Party conducting the Permitted Purpose on City property during the date(s) of the _____ day of _____, 20____

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

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

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

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

Dated this 11 day of 06, 2012.

Dated this _____ day of _____, 20____.

INDEMNIFYING PARTY
CRESKO WILDLIFE CLUB
By: [Signature]
Title: BOARD MEMBER

CITY OF CRESCO
By: _____
Mark Bohle, Mayor

ATTEST:

Michelle Girolamo, City Clerk

HELLO - FROM THE CRESCO WILDLIFE CLUB -

IT IS OUR UNDERSTANDING THAT YOU HAVE EXPRESSED INTEREST IN THE TRAPSHOOTING TEAM THAT IS GETTING FORMED IN THE CRESTWOOD SCHOOL.

WE ARE NOT TRYING TO SELL YOU ANYTHING AND ARE OFFERING YOU THE OPPORTUNITY TO TRY THE SPORT OF TRAPSHOOTING BEFORE YOU BUY ANY EQUIPMENT.

THE CRESCO WILDLIFE CLUB IS OFFERING FOUR (4) EVENTS THROUGH OUT THE SUMMER FOR YOU TO TRY.

1. JUNE 10, 2012
2. JULY 8, 2012
3. AUGUST 12, 2012
4. SEPTEMBER 9, 2012

THE YOUTH (18 YEARS AND YOUNGER) SHOOTING TIME IS 11:00 AM – 12:00 PM AND THEN FROM 12:00 PM TO 4:00 PM IS AN ANY AGE SHOOT. IF YOU HAVE ANY QUESTION PLEASE FEEL FREE TO CONTACT ANY MEMBER OF THE CRESCO WILDLIFE CLUB FOR ASSISTANCE.

NO GUN, NO SAFETY GEAR, NO PROBLEM

TRAPSHOOTING IS A SPORT OF A SQUAD OF 5 (THE SHOOTERS) SHOOTING AT CLAY BIRDS (5 BIRDS ARE A FLIGHT) THE CRESCO WILDLIFE CLUB OFFERS TO THE SHOOTERS A MINIMUM OF 5 CLAY BIRDS PER FLIGHT FOR \$1.00.

THERE IS NO LIMIT ON THE NUMBER OF FLIGHTS YOU CAN SHOOT AT \$1.00 A FLIGHT.

THE MOST IMPORTANT THING TO
REMEMBER IS
“TO HAVE FUN, BUT BE SAFE”

PAY REQUEST

TO: City of Cresco DATE: 6/11/12
 PROJECT: Travis Klimesh Residence (401 - 2nd Ave. W.) PAY REQUEST NUMBER: 1

CONTRACT BREAKDOWN	ORIGINAL CONTRACT AMOUNT	CHANGE ORDERS	ADJUSTED CONTRACT AMOUNT	% COMP.	VALUE OF WORK COMPLETED
Dirt Fill	\$ 50.00				
Siding	7,365.00	CO #2 - Insulation Board - \$700.00 / Fix deteriorated foundation areas - \$500.00	8,565.00	50%	4282.50
Front Overhang	75.00			100%	75
Trim Cover	2,460.00			75%	1845
House Roof	4,676.00			100%	4676
Guttering	650.00				
Doors-Steel \$425 / Storm \$250	675.00			100%	675
Basement Windows	150.00				
Interior Window/Door Trim	200.00				
Flooring (Vinyl)	1,325.00	CO #1 - Delete - (\$1,325.00)	0.00	N/A	0.00
Flooring (Carpet)	1,850.00	CO #1 - Delete - (\$1,850.00)	0.00	N/A	0.00
Bedroom Door	175.00				
Attic Insulation	300.00				
Electrical	6,045.00			50%	3022.50
Mechanical	3,300.00	CO #1 - Delete water heater (\$750.00)	2,550.00		
Lead-Safe Work Practices	75.00				
TOTAL	\$29,371.00				14576

Net Contract Amount to Date \$ 26,646.00
 Total Value of Work Completed \$ 14576
 25% Retained (20% / Final-0%) \$ 2915.20
 Value of Work Completed Less Retained \$ 11660.80
 Less Total Previously Certified \$ 0.00
AMOUNT DUE THIS REQUEST \$ 11660.80

OWNER: Travis Klimesh
 CONTRACTOR: Jirak Construction
 APPROVED: Program Inspector
 APPROVED: City of Cresco

BY: CK65971
 JUN 18 2012

(CITY HALL: Upon receipt, please fax or e-mail to Melanie. Please hold check until authorization received from Melanie to release. Thank you!)

REQUEST FOR CHANGE ORDER - NO. 2

PROJECT _____

Owner: Travis Klimesh
Address: 401 - 2nd Ave. W.
Cresco IA 52136

Contractor: Jirak Construction
Address: 1429 Windsor Ave.
Waucoma IA 52171

TYPE OF REQUEST _____

CHANGE IN SPECS

INCREASE IN CONTRACT AMOUNT \$1,200.00

REASON FOR REQUEST: It was discovered there was no insulation in the side walls with no easy access to install insulation. The house will be wrapped with ½" insulation board with seams taped under the siding. Add \$700.00
Dirt was removed to expose foundation for prep work for siding installation. Several areas of foundation are deteriorated and need to be patched with a concrete/plaster patch. Add \$500.00

Original Contract Amount	\$ <u>25,446.00</u>
Increase Amount	\$ <u>1,200.00</u>
Adjusted Contract Amount	\$ <u>26,646.00</u>

Contractor's Signature: Mike Jirak Date: 6/11/12

Inspector's Signature: A. Hursey Date: 6/11/12

Owner's Signature: Travis Klimesh Date: 6/11/12

City Signature: _____ Date: _____

**CITY OF CRESCO
CASH & INVESTMENT BY FUND
AS OF MAY 31, 2012**

	CASH BALANCE	INVESTMENT BALANCE	FUND BALANCE	
001	General Fund	62,245.36	861,309.25	923,554.61
002	General Fund-Hotel/Motel	921.68	18,500.00	19,421.68
110	Road Use Tax Fund	5,246.84	530,300.00	535,546.84
112	Employee Benefits Trust	5,845.51	486,454.00	492,299.51
114	Health Ins Partial Self Fund	-	48,073.51	48,073.51
119	Emergency Fund	1,289.40	17,900.00	19,189.40
122	Local Option Tax Project	1,712.29	534,200.00	535,912.29
127	Urban Renewal TIF Area	1,051.97	73,500.00	74,551.97
160	CIDC/CityRevol.Loan-bus.	1,091.45	122,500.00	123,591.45
181	Cresco Telecommunic	645.46	88,300.00	88,945.46
182	Rehab/Housing	2,319.76	27,900.00	30,219.76
183	Equip.Repair-Fitness Ctr	330.71	85,900.00	86,230.71
184	City Park Trust	1,026.82	8,000.00	9,026.82
185	Recreation Supply	1,883.74	22,000.00	23,883.74
187	Equipment Replace	666.96	27,250.00	27,916.96
188	Fire Equipment Trust	1,480.62	156,000.00	157,480.62
189	Library Trust Fund	718.86	65,378.00	66,096.86
190	Office/Computer Equip.	1,713.59	52,000.00	53,713.59
191	Street Equipment Trust	1,416.34	100,250.00	101,666.34
197	Retirement Trust	615.57	6,000.00	6,615.57
200	Debt Service Fund	1,074.68	218,000.00	219,074.68
304	Street Project 2007	1,621.43	73,000.00	74,621.43
306	Sewer Project	1,162.02	194,800.00	195,962.02
309	Bike Trail 2007	253.54	3,500.00	3,753.54
314	Street 1St Ave Project	4,009.78	83,200.00	87,209.78
315	Smart Planning Grant Fund	1,812.26	17,000.00	18,812.26
316	Street 2nd Ave Project	1,347.68	30,000.00	31,347.68
600	Water Utility Fund	826.04	220,300.00	221,126.04
601	Water Deposit Trust	1,410.76	54,000.00	55,410.76
602	Water Utility Repair	1,895.19	78,000.00	79,895.19
610	MSSU Revenue	6,847.33	397,000.00	403,847.33
612	MSSU Operation/Maint	4,781.00	-	4,781.00
613	MSSU Replacement	1,108.87	296,300.00	297,408.87
614	MSSU Rev.Bond Int	832.25	91,000.00	91,832.25
615	MSSU Rev Debt Serv	1,441.86	154,000.00	155,441.86
620	Cap Imp Water, Sewer, Storm	1,738.81	260,900.00	262,638.81
670	Yard Waste Fund	1,847.30	94,000.00	95,847.30
	Totals	126,233.73	5,596,714.76	5,722,948.49
		2%	98%	<u>5,722,948.49</u>

Checking - Cresco Bank & Trust (operating)	0.10%	126,233.73
Checking - CUSB (credit cards)	0.20%	2,509.25
Money Market - Cresco Bank & Trust	0.10%	5,480,754.00
MMKT Hlth Ins Partial Self Funded	0.10%	48,073.51
Library MMKT	0.10%	5,378.00
Library CD matures 6/14/12 (24 month)	1.99%	<u>60,000.00</u>

\$ 5,722,948.49

CITY OF CRESCO
REVENUE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2012

*Should be
92.9%*

	CURRENT PERIOD	YEAR-TO-DATE ACTUAL	CURRENT BUDGET	BUDGET BALANCE	% OF BUDGET
001-GENERAL FUND	168,330.95	2,109,704.55	2,269,813.00	160,108.45	92.95
002-GENERAL - HOTEL/MOTEL	0.00	14,856.85	18,000.00	3,143.15	82.54
110-ROAD USE TAX FUND	28,580.42	349,641.63	360,000.00	10,358.37	97.12
112-EMPLOYEE BENEFITS TRU	34,260.41	507,872.87	505,950.00 (	1,922.87)	100.38
113-I-JOBS FUNDING	0.00	11.65	0.00 (	11.65)	0.00
114-HEALTH INS PART SELF	2,857.07	29,496.00	0.00 (	29,496.00)	0.00
119-EMERGENCY FUND	1,866.21	28,135.06	28,420.00	284.94	99.00
121-LOCAL OPTION REVENUE	28,771.15	351,652.56	380,000.00	28,347.44	92.54
122-LOCAL OPTION TAX PROJ	25,942.92	318,375.17	347,000.00	28,624.83	91.75
127-URBAN RENEWAL TIF ARE	855.14	18,125.88	19,000.00	874.12	95.40
160-CIDC/CITY CRESCO REVO	1,326.15	16,145.26	16,481.00	335.74	97.96
165-NUISANCE HOUSE FUND	0.00	0.00	10,000.00	10,000.00	0.00
181-CRESCO TELECOMMUNICAT	8.08	3,752.44	4,950.00	1,197.56	75.81
182-REHAB/HOUSING FORF/TR	16,041.55	56,761.05	205,200.00	148,438.95	27.66
183-EQUIPMENT/REPAIR-FITN	7.86	16,609.72	13,600.00 (	3,009.72)	122.13
184-CITY PARK TRUST/DONAT	75.73	149.93	250.00	100.07	59.97
185-RECREATION SUPPLY REV	2.01	3,417.64	10,000.00	6,582.36	34.18
187-EQUIPMENT REPLACEMENT	2.49	49.25	4,400.00	4,350.75	1.12
188-FIRE EQUIPMENT TRUST	14.28	29,266.70	24,600.00 (	4,666.70)	118.97
189-LIBRARY TRUST FUND	0.46	613.03	2,000.00	1,386.97	30.65
190-OFFICE/COMPUTER EQUIP	4.76	85.30	500.00	414.70	17.06
191-STREET TRUST FUND	367.70	5,563.72	83,400.00	77,836.28	6.67
197-RETIREMENT TRUST FUND	0.55	12.78	9,500.00	9,487.22	0.13
200-DEBT SERVICE FUND	23,034.86	338,003.93	348,363.00	10,359.07	97.03
304-STREET SHOP PROJ.2007	6.68	120.50	0.00 (	120.50)	0.00
306-SEWER PROJECT	985.83	645,970.41	776,000.00	130,029.59	83.24
309-BICYCLE TRAIL 2007	0.32	81.09	0.00 (	81.09)	0.00
314-STREET 1ST AVE PROJEC	100,339.39	100,495.88	0.00 (	100,495.88)	0.00
315-SMART PLANNING GRANT	1.56	30,005.06	52,500.00	22,494.94	57.15
316-STREET 2ND AVE PROJEC	2.75	40,027.68	250,000.00	209,972.32	16.01
600-WATER UTILITY FUND	40,826.87	447,914.25	444,600.00 (	3,314.25)	100.75
601-WATER DEPOSITS TRUST	884.94	9,785.61	12,600.00	2,814.39	77.66
602-WATER UTILITY REPAIR	7.14	33,664.66	33,100.00 (	564.66)	101.71
610-MSSU REVENUE FUND	68,298.09	682,046.26	702,000.00	19,953.74	97.16
612-MSSU OPERATION/MAINTE	50,500.00	406,405.87	550,200.00	143,794.13	73.87
613-MSSU REPLACEMENT FUND	27.12	45,481.65	47,000.00	1,518.35	96.77
614-MSSU REV BOND INT SIN	8.33	81,159.11	81,700.00	540.89	99.34
615-MSSU REV DEBT SERVICE	14.09	10,240.90	11,000.00	759.10	93.10
620-WATER & SEWER C.I.	3,767.47	41,842.85	46,800.00	4,957.15	89.41
670-YARD WASTE FUND	3,147.51	34,853.14	39,400.00	4,546.86	88.46
830-STATE GRANTS/ECON.DEV	0.00	2,962.00	3,000.00	38.00	98.73
GRAND TOTAL REVENUES	601,168.84	6,811,359.89	7,711,327.00	899,967.11	88.33

*** END OF REPORT ***

CITY OF CRESCO
EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2012

*Should be
92%*

	CURRENT PERIOD	YEAR-TO-DATE ACTUAL	CURRENT BUDGET	BUDGET BALANCE	% OF BUDGET
001-GENERAL FUND	237,655.72	1,917,035.07	2,236,320.00	319,284.93	85.72
002-GENERAL - HOTEL/MOTEL	3,000.00	19,009.35	26,000.00	6,990.65	73.11
110-ROAD USE TAX FUND	43,222.48	283,031.17	366,775.00	83,743.83	77.17
112-EMPLOYEE BENEFITS TRU	37,351.48	410,182.34	501,950.00	91,767.66	81.72
113-I-JOBS FUNDING	0.00	20,272.78	21,000.00	727.22	96.54
114-HEALTH INS PART SELF	5,000.00	14,000.00	0.00	(14,000.00)	0.00
119-EMERGENCY FUND	1,892.61	8,945.66	35,100.00	26,154.34	25.49
121-LOCAL OPTION REVENUE	28,771.15	351,652.56	380,000.00	28,347.44	92.54
122-LOCAL OPTION TAX PROJ	74,114.20	315,959.55	436,200.00	120,240.45	72.43
127-URBAN RENEWAL TIF ARE	4,722.75	7,164.28	25,750.00	18,585.72	27.82
160-CIDC/CITY CRESCO REVO	63.75	193.75	20,500.00	20,306.25	0.95
181-CRESCO TELECOMMUNICAT	955.28	39,975.50	54,250.00	14,274.50	73.69
182-REHAB/HOUSING FORF/TR	2,250.00	69,069.61	236,000.00	166,930.39	29.27
183-EQUIPMENT/REPAIR-FITN	0.00	6,617.08	35,000.00	28,382.92	18.91
184-CITY PARK TRUST/DONAT	0.00	0.00	4,000.00	4,000.00	0.00
185-RECREATION SUPPLY REV	0.00	4,675.00	12,000.00	7,325.00	38.96
187-EQUIPMENT REPLACEMENT	0.00	0.00	3,000.00	3,000.00	0.00
188-FIRE EQUIPMENT TRUST	0.00	2,600.00	2,600.00	0.00	100.00
189-LIBRARY TRUST FUND	0.00	4,623.28	18,100.00	13,476.72	25.54
190-OFFICE/COMPUTER EQUIP	0.00	0.00	2,000.00	2,000.00	0.00
191-STREET TRUST FUND	0.00	11,509.95	30,500.00	18,990.05	37.74
197-RETIREMENT TRUST FUND	0.00	1,900.00	3,400.00	1,500.00	55.88
200-DEBT SERVICE FUND	299,493.75	343,687.50	345,810.00	2,122.50	99.39
304-STREET SHOP PROJ.2007	0.00	1,889.74	78,000.00	76,110.26	2.42
306-SEWER PROJECT	59,414.03	694,073.57	972,000.00	277,926.43	71.41
309-BICYCLE TRAIL 2007	137.50	287.50	0.00	(287.50)	0.00
314-STREET 1ST AVE PROJEC	16,279.16	251,206.26	255,000.00	3,793.74	98.51
315-SMART PLANNING GRANT	0.00	11,192.80	50,000.00	38,807.20	22.39
316-STREET 2ND AVE PROJEC	0.00	8,680.00	218,000.00	209,320.00	3.98
600-WATER UTILITY FUND	43,293.41	402,868.04	441,500.00	38,631.96	91.25
601-WATER DEPOSITS TRUST	400.00	7,040.00	13,000.00	5,960.00	54.15
602-WATER UTILITY REPAIR	0.00	5,731.23	45,600.00	39,868.77	12.57
610-MSSU REVENUE FUND	50,500.00	542,400.00	687,000.00	144,600.00	78.95
612-MSSU OPERATION/MAINTE	47,248.87	406,703.57	551,500.00	144,796.43	73.74
613-MSSU REPLACEMENT FUND	0.00	71,364.40	128,000.00	56,635.60	55.75
614-MSSU REV BOND INT SIN	59,615.88	68,715.38	81,200.00	12,484.62	84.62
620-WATER & SEWER C.I.	389.83	8,428.90	16,000.00	7,571.10	52.68
670-YARD WASTE FUND	1,998.76	19,981.78	31,250.00	11,268.22	63.94
830-STATE GRANTS/ECON.DEV	0.00	2,962.00	3,000.00	38.00	98.73
GRAND TOTAL EXPENSES	1,017,770.61	6,335,629.60	8,367,305.00	2,031,675.40	75.72

*** END OF REPORT ***

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
28E AGREEMENT CREATING THE TURKEY RIVER WATERSHED AUTHORITY

The City Council of the City of Cresco met in regular session on June 18, 2012, at 7:00 P.M. Council members _____ were present. Council members _____ were absent.

Council member _____ moved the adoption of the foregoing Resolution Authorizing the Mayor and City Clerk to enter into a 28E AGREEMENT CREATING THE TURKEY RIVER WATERSHED AUTHORITY. Council member _____ seconded said motion. A roll call vote was requested by the Mayor and said roll call vote resulted as follows:

Ayes: _____
Nays: _____
Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the 28E agreement dated _____, creating the Turkey River Watershed Authority if 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 18TH DAY OF JUNE, 2012.

BY: _____
Mayor Mark Bohle

ATTEST: _____
City Clerk Michelle Girolamo

Turkey River Watershed Management Authority: 28E Agreement

THIS AGREEMENT is voluntarily entered into by all parties/participants on the attached signature pages and presented to the Iowa Secretary of State on this ____ day of _____, 2012.

WHEREAS, the purpose of this Agreement is to allow the participants to make efficient use of their powers in securing funding for and cooperating to achieve the goals outlined in Paragraph 2 of this document. This 28E agreement shall be liberally construed to that end;

WHEREAS, this document is authorized by Iowa Code Chapter 28E (2011) and Iowa Code Chapter 466B (2011) to promote the most efficient use of material and human resources for the public good and for that purpose all cities, counties, soil and water conservation districts, and other governmental entities in the watershed are invited to become a participant in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereafter set forth, the participants agree as follows:

1. CREATION OF THE AUTHORITY.

Upon the effective date identified in Paragraph 3, there is hereby created a public agency to be known as the "Turkey River Watershed Management Authority" (the "Authority"). The agency shall be a political subdivision of the State of Iowa and a legal entity separate and distinct from the corporate existence of any participating parties and shall be subject to the control and supervision of any party or their officers and directors only to the extent provided herein.

2. PURPOSE AND FUNCTIONS.

The purpose of the Authority shall be to perform the following duties:

- a. Assess and reduce the flood risks in the watershed;
- b. Assess and improve water quality in the watershed;
- c. Monitor the federal flood risk planning and activities;
- d. Educate residents of the watershed regarding flood risks and water quality; and
- e. Allocate moneys made available for purposes of water quality and flood mitigation.

*The Authority may make and enter into contracts and agreements and execute instruments necessary or incidental to the performance of the duties of the Authority but shall not under any circumstances acquire property by eminent domain.

3. EFFECTIVE DATE.

The effective date of this Agreement shall be the first day after the date on which all of the following conditions precedent have been satisfied:

- a. The governing bodies of all participants have adopted resolutions approving this Agreement and said resolutions become effective.
- b. This Agreement has been authorized and signed by the necessary representative or representatives from each participant and said signature page has been attached to this Agreement.
- c. This agreement has been filed with the Iowa Secretary of State.

4. DURATION.

The duration of this Agreement and of the Authority shall be perpetual unless this Agreement is amended or terminated per the provisions of this agreement.

5. GOVERNING BODY.

The Authority shall be governed by a board of directors. Members of the board of directors shall be divided among the political subdivisions which comprise the Authority and shall be appointed by the respective political subdivision's elected legislative body. The board of directors shall meet at least one time per calendar year but may draft a bylaw which allows for meeting more frequently. The board shall be subject to the Iowa Open Meetings and Open Records Laws and shall make the necessary provisions to conform to the requirements of the law. Board members shall receive no compensation for serving in such a capacity but may be reimbursed for actual expenses incurred by their respective governing body or by the Authority subject to the existence and availability of funds.

Each participating political subdivision shall have one representative on the board of directors. The directors shall have staggered terms of four years with the initial terms being shortened and lengthened as necessary to achieve staggered terms. A person appointed to fill a vacancy shall be appointed in the same manner as the original appointment for the duration of the unexpired term. A director is eligible for reappointment.

A director may be removed after missing three consecutive regular meetings of the board. If a director is removed a successor shall be appointed for the duration of the unexpired term of the removed director in the same manner as the original appointment. The appointing body may at any time remove a director appointed by it for misfeasance, nonfeasance, or malfeasance in office or for any of the reasons outlined in Iowa Code Section 66.

The board of directors shall adopt bylaws and shall elect one director as chairperson and one director as vice chairperson, each for a term of two years, and shall appoint a secretary who need not be a director. The board may create any committees necessary to achieve the purposes and functions of this agreement. Further duties shall be set forth in the bylaws.

A majority of the membership of the board of directors shall constitute a quorum of the board for the purpose of holding a meeting of the board. The affirmative vote of a majority of the quorum shall be necessary for any action taken by the Authority unless the board adopts a bylaw requiring a greater number of affirmative votes. A vacancy in the membership of the board shall not impair the rights of a quorum to exercise all the rights and perform all the duties of the Authority.

6. MAP OF AREA AND BOUNDARIES OF THE AUTHORITY.

Pursuant to the requirements of Iowa law, this Agreement includes a map showing the area and boundaries of the Authority. The map is attached to this Agreement and marked as Exhibit A.

7. COORDINATION WITH OTHER ENTITIES.

The Authority may choose to coordinate all of its activities with the Department of Natural Resources, the Department of Agriculture, and Land Stewardship, Councils of Governments, Public Drinking Water Utilities, Soil and Water Conservation Districts, and any other local, state, or federal entities.

8. CONTRIBUTIONS TO THE AUTHORITY AND BUDGET.

Members of the Authority may, if deemed necessary and appropriate, contribute through an equitable formula, appropriations from their respective budgets for the operation and administration of the Authority. Such a formula shall be presented and passed by Resolution by all parties bound by this Agreement. These appropriations may be utilized for but not limited to the employment of staff, marketing, grant writing fees, and administrative fees to Fiscal Agents. Any such contributions from the governing bodies of this Agreement shall be binding to fulfill.

9. GRANTS AND FISCAL AGENTS.

The Authority shall have full authority to apply for and receive grants or endorse a participant to do the same for facilities construction and programming, but neither the Authority nor the participants in this Agreement shall be obligated to contribute or expend non-grant monies beyond amounts included in an approved budget. The Authority may enter into agreements with grant writers and Fiscal Agents to both write grants and administrate dollars which may be received either by the Authority or a party to this Agreement for projects approved by the Authority.

10. FISCAL RESTRICTIONS.

The Authority shall have no power to impose any tax of any nature, nor pledge the credit of any of parties to this Agreement, nor incur any debt or other financial obligation the payment of which has not been provided for in the current or an approved future budget.

11. REPORTS AND AUDITS.

Between January 1 and January 15 of each year the Authority shall prepare and deliver to each participant an annual report which summarizes the programs and activities conducted or expected to be conducted by the Authority during the previous, current, and ensuing fiscal year. In the event that the Authority establishes a financial budget, the Authority shall also comply with the audit provisions under Iowa Code Section 11.6 and shall furnish copies of the audit report to each participant.

12. CONFLICTS OF INTEREST.

The Agency and its Committee shall be subject to all laws of the State of Iowa relating to conflicts of interest and gifts which are applicable to municipalities and municipal officers generally.

13. VOLUNTARY TERMINATION.

Membership in this Agreement may be terminated voluntarily by any party to the Agreement. A party wishing to voluntarily terminate their membership shall provide written notice of intent to terminate membership to all other parties to the Agreement. The termination shall be effective twenty (20) days from the date that written notice is provided to other members. A party may withdraw written notice before the 20 day period expires and may reapply for membership to the board of directors after the 20 day period has expired. The board of directors may waive the 20 day period for good cause shown. Termination, whether voluntary or involuntary, in no way relieves a participant from any continuing obligations that may have been imposed on said participant by entry into the Authority. The board of directors shall determine whether a participant that has been terminated from the Authority has any continuing obligations and if so the amount or requirement of said continuing obligation.

The remaining parties may choose to amend this agreement by removing all references to a party that voluntarily terminates its membership in this agreement and continue this Agreement under all the terms and conditions as previously set.

14. INVOLUNTARY TERMINATION.

In the event that either a party to this Agreement fails to timely perform a duty imposed upon it under this Agreement, the Authority may cause a notice to be served on the entity by certified

mail which specifies the particulars of the alleged default and demands performance. If the party fails to cure its default within twenty (20) days after the date of mailing of the notice, the Authority may exercise all rights and remedies it may have at law or in equity including serving judgment for any damages incurred and/or a decree of specific performance of this agreement. A default shall not cause a termination of this Agreement. In the event the Authority fails to perform a duty or observe a requirement imposed by this Agreement, a party may pursue the same remedies against the Authority, if the Authority fails to cure such default within the time set forth above following notice of the default, the party shall be entitled to the same remedies as were given to the Authority. Termination, whether voluntary or involuntary, in no way relieves a participant from any continuing obligations that may have been imposed on said participant by entry into the Authority. The board of directors shall determine whether a participant that has been terminated from the Authority has any continuing obligations and if so the amount or requirement of said continuing obligation.

15. DISSOLUTION OF AGENCY.

The board of directors may choose to terminate the Authority under the rules and bylaws prescribed by the board. Upon termination, the Authority shall dissolve and the affairs of the Authority shall be wound up as herein provided. The winding up of the affairs of the Authority and the distribution of its assets shall be conducted by the board of directors as follows:

- a. General Funds. Any balance of a fund created by the mechanism described in this Agreement, shall be returned to the party per the same formula which created the fund.
- b. Unexpended Grants and Gifts. To the extent the Authority may possess funds received from contributions towards a specific project and such funds have not been expended, such funds shall be returned to the donors to the extent possible. If any grants create a legal obligation the board of directors shall determine the liability of each member and former member of the Authority.
- c. If the Authority should own any facility and this Authority is terminated, such facility may be donated and turned over to a non-profit or governmental entity or sold and proceeds divided equitably between the parties involved in this Agreement.

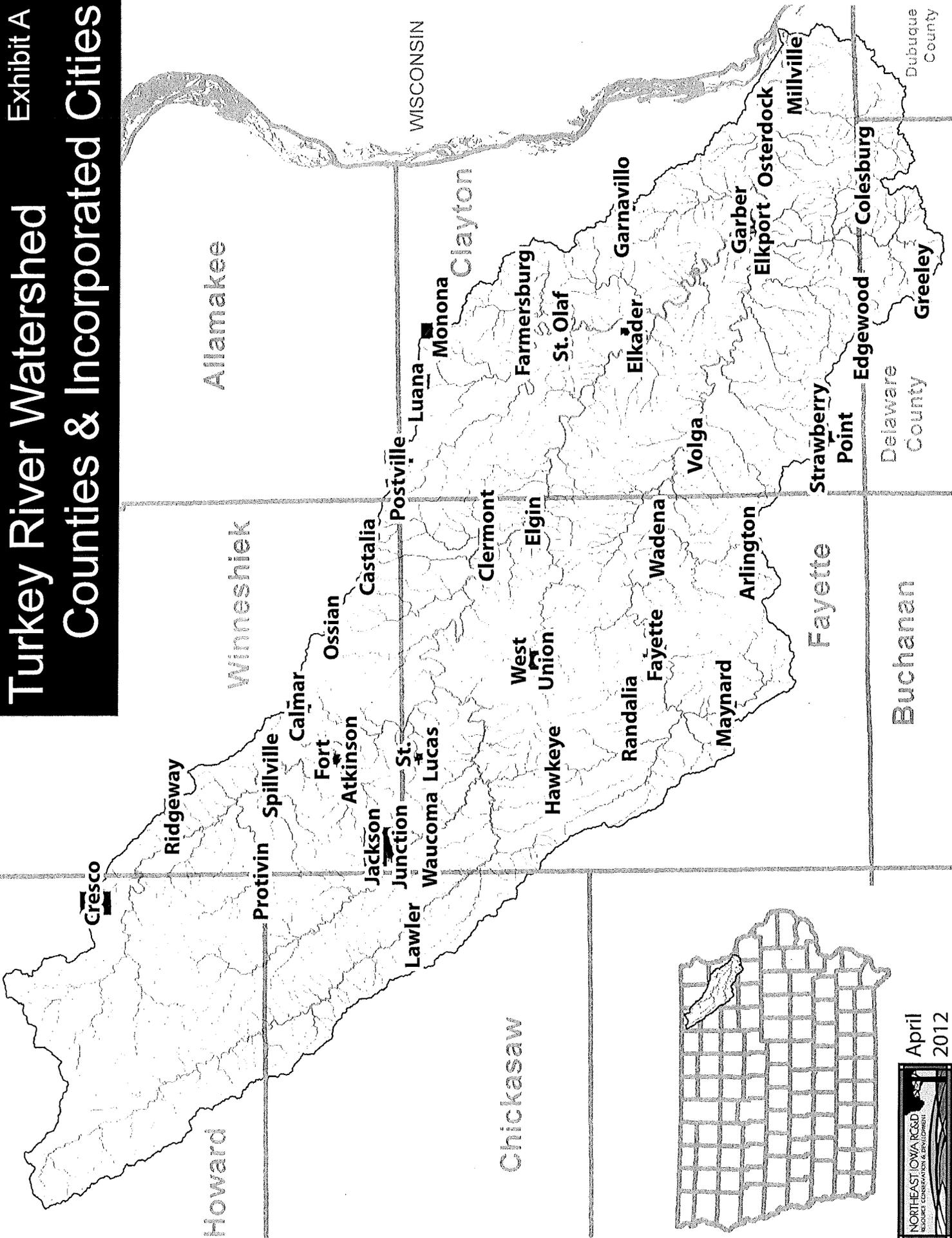
16. AMENDMENTS.

This Agreement may be amended only by a written document approved by the resolution of all parties signed by their representative to the board of directors.

17. APPLICABLE LAWS.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa. This Agreement is made pursuant to statutory authority granted to the parties pursuant to Iowa Code Sections 28E, 466B, and other relevant federal or state law.

Turkey River Watershed Counties & Incorporated Cities



April 2012



The City of Cresco hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

CITY OF CRESCO, IOWA

By: _____

Mark Bohle, Mayor

By: _____

Michelle Girolamo, City Clerk

STATE OF IOWA, COUNTY OF HOWARD, SS:

On this _____ day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Mark Bohle** and **Michelle Girolamo**, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cresco, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council on the _____ day of **June** 2012, and that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Notary Public

RESOLUTION NO. _____

RESOLUTION ALLOWING FOR THE TRANSFER OF FUNDS

WHEREAS, Monies received for Local Option Sales Tax are required to be deposited into a Fund 121 Local Option Revenue Fund, and

WHEREAS, 10% must be transferred to Fund 200 Debt Service Fund for property tax relief, and

WHEREAS, 90% must be transferred to Fund 122 Local Option Tax Project Fund to be used for essential or corporate purposes which includes street improvements, economic development, purchases of equipment, repairs and maintenance of city buildings, property, parks and the operation of the Fitness Center, and

WHEREAS, the City of Cresco received \$2,660.42 more than was budgeted so a resolution allowing for the transfer of funds is required.

BE IT THEREFORE RESOLVED, that the City of Cresco is allowing \$266.05 to be transferred from Fund 121 Local Option Sales to Fund 200 Debt Service Fund, and \$2,394.37 be transferred from Fund 121 Local Option Sales to Fund 122 Local Option Tax Project Fund.

BE IT ALSO RESOLVED, that the City Clerk be directed by the Mayor and the City Council to make the above referenced changes and correct the books accordingly.

PASSED AND APPROVED THIS 18th DAY OF June, 2012

Mayor Mark Bohle

ATTEST: _____
City Clerk Michelle Girolamo

RESOLUTION NUMBER _____

**RESOLUTION REMOVING A FUND WITHIN THE CITY'S ACCOUNTS AND
ALLOWING FOR THE TRANSFER OF FUNDS**

WHEREAS, the project of constructing the new Street Shop building was tracked in the Street Shop Project 2007 Fund 304, and

WHEREAS, the construction project has been completed, and

WHEREAS, the old street shop building was sold in September 2009 for \$100,600 and the proceeds were used to fund the construction project with the remainder to be transferred to the Street Trust Fund 191 upon completion of the project.

BE IT RESOLVED, by the City Council of the City of Cresco, Iowa, that the following fund be removed.

FUND 304 – STREET SHOP PROJECT 2007

BE IT ALSO RESOLVED, by the City Council of the City of Cresco, Iowa, that the monies remaining in Fund 304 – Street Shop Project 2007 of \$73,508.80 be transferred to the Street Trust Fund 191, and

BE IT FURTHER RESOLVED, by the City Council of the City of Cresco, Iowa, that the City Clerk be directed by the Mayor and the City Council to remove said fund and correct the books accordingly.

PASSED AND APPROVED THIS 18TH DAY OF JUNE, 2012.

Mayor Mark Bohle

ATTEST: _____
City Clerk Michelle Girolamo

Fund 304 - Street Shop

06/11/2012

Revenue:

Bond Proceeds	\$396,080.59
TR from #305 Comm Center	93,178.63
TR from #306 Sewer Project	79,620.29
TR from #308 Train Project	10,088.23
TR from #311 City Hall Remodel	162.63
TR from #613 Sewer Improvemts	27,470.50
Interest on Deposits	15,613.16
Black Hills Energy Rebate	300.00
Interstate Power Rebate	2,100.00
Sale of old Street Shop	<u>100,600.00</u>

Total Revenue	\$725,214.03
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Expenditures:

Notices	140.46
Attorney Fees	2,648.59
Bonding Fees	3,219.10
Appraisal (old Street Shop)	<u>655.00</u>

Total	6,663.15
-------	----------

Engineering	20,515.66
Land	107,895.00
L&C Builders	<u>498,730.65</u>

Total	627,141.31
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Door Openers	492.00
Telephone Lines	270.03
Electrical Work	705.31
Rock	3,847.10
Concrete Approaches	3,848.64
Ceiling Fans	2,497.69
Dehumidifier	439.98
Exhaust Fan	1,852.24
Stairs & Shelving	1,112.37
Air Hose Piping & misc	1,260.43
Misc Items	<u>1,574.98</u>

	<u>17,900.77</u>
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Total Expenses	651,705.23
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Balance Remaining	<u><u>\$73,508.80</u></u>
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RESOLUTION NUMBER _____

**RESOLUTION REMOVING A FUND WITHIN THE CITY'S ACCOUNTS AND
ALLOWING FOR THE TRANSFER OF FUNDS
(Fund 314 1st Avenue Reconstruction Project)**

WHEREAS, the project of installing a new watermain and reconstructing the street on 1st Avenue Southeast was tracked in the 1st Avenue Project Fund 314, and

WHEREAS, the construction project has been completed, and

WHEREAS, the street assessments were received from nine of the affected property owners in the amount of 100,331.78 and the proceeds were used to fund the construction project with the remainder to be transferred to the next street assessment project 2nd Avenue Project Fund 316 upon completion of the project.

BE IT RESOLVED, by the City Council of the City of Cresco, Iowa, that the following fund be removed.

FUND 314 – 1ST AVENUE PROJECT

BE IT ALSO RESOLVED, by the City Council of the City of Cresco, Iowa, that the monies remaining in Fund 314 – 1st Avenue Project of _____ be transferred to the 2nd Avenue Project Fund 316, and

BE IT FURTHER RESOLVED, by the City Council of the City of Cresco, Iowa, that the City Clerk be directed by the Mayor and the City Council to remove said fund and correct the books accordingly.

PASSED AND APPROVED THIS 18TH DAY OF JUNE, 2012.

Mayor Mark Bohle

ATTEST: _____
City Clerk Michelle Girolamo

City of Cresco
1st Ave East Reconstruction
Cresco, Iowa

	Final Assessment	Amount Paid	Date Paid
1 Notre Dame Church	28,173.03	28,173.03	5/7/12
2 Giddens, James	5,121.36		
3 Ehrie, Brad	3,359.86		
4 Rose, Gerald	3,521.63	3,521.63	4/30/12
5 McIntyre, Randy	3,521.63		
6 Baker, Thomas	3,521.63	3,521.63	5/17/12
7 Arnold, Kevin	1,505.41	1,505.42	4/30/12
8 Grimm, Juanita	1,760.81		
9 Hesley, Alyssa	1,760.81	1,760.81	5/25/12
10 Schnur, Merlin	7,043.25		
11 Bigalk, Dean	5,171.14		
12 Funke, Neil	1,862.16	1,862.16	5/22/12
13 Zahasky, James	22,582.94	22,582.94	5/25/12
14 Convenience Store Investments	21,683.38		
15 Elderly Housing of West Union	8,613.69	8,613.69	5/25/12
16 LL Apartments	28,790.47	28,790.47	5/17/12
Totals	147,993.20	100,331.78	

Remaining Balance 47,661.42
recorded at Treasurer's Office 5/29/12

City share of 50% plus deficiency	152,025.64
Water main, intersections, storm sewer	<u>104,107.69</u>
Total City Share	256,133.33
 Total Project	 404,126.53

07/18/2011	27.98	TPD - Storm Water Discharge Notice	\$237,892.18
08/15/2011	280.75	Louie Balk Ready Mix - storm sewer (Zahasky)	\$237,611.43
Var 2/2012	227,269.26	Skyline Construction (7/6/11, 10/17/11, 2/6/12)	\$10,342.17
04/02/2012	7,330.71	WHKS - Engineering (& IDNR Permit Expense)	\$3,011.46
05/01/2012	100,331.78	Assessments received (4/25/12 - 5/25/12)	\$103,343.24
04/26/2012	18.40	Postage (assessment notices to owners)	\$103,324.84
05/07/2012	61.41	TPD - Notice of Filing	\$103,263.43
05/07/2012	16,217.75	Skyline Construction - Final	\$87,045.68
Var 5/2012	164.10	Interest Earned	\$87,209.78

554,535.94 TOTAL EXPENSED TO DATE
-152,901.37 Less Interfund Principal and Interest
401,634.57 TOTAL EXPENSED TO DATE

TPD notice -42.09
 Ahlers + Cooney _____

Summary

324,354.94	Skyline Construction
58,455.29	WHKS - Engineering
8,900.00	WHKS - Feasibility Reports
488.30	WHKS - IDNR Permit Expense
6,177.79	Bonding
112.50	Attorney (still owe approx \$4,000)
<u>1,750.00</u>	Appraisals
400,238.82	Total Assessable Costs (Includes watermains & intersections)
435.00	Notices & Postage
280.75	Balk concrete
680.00	Dust Control (1/2 was reimbursed)
401,634.57	Grand Total Expensed (Less Interfund Loan)

CONTRACTS

315,650.73	Skyline Construction (over by \$8,404.21 quantity changes)
55,500.00	WHKS (Expenses over by \$2,955.29 from estimated)
4,000.00	Ahlers & Cooney (just estimated by us)

Howard County Expenditures as of 06/01/12- NEIRHTF

Project	City	SHTF	HPG	Howard County Supervisors	City of Cresco	City of Protivin	Northeast Iowa Board of Realtors	Homeowner Contr.	2011 IFA	
Siding	Chester	\$ 3,750.00		\$ 1,250.00				\$ 531.00		\$ 5,531.00
Windows /Door	Chester	\$ 2,035.00	\$ 1,809.00	\$ 678.00						\$ 4,522.00
Furnace	Cresco	\$ 2,058.50		\$ 142.50	\$ 544.00					\$ 2,745.00
Roof	Cresco	\$ 3,940.00	\$ 3,502.00		\$ 1,314.00			\$ 34.25	\$ 1,244.00	\$ 10,034.25
Windows	Lime Springs	\$ 2,233.35	\$ 1,985.20	\$ 744.45						\$ 4,963.00
Roof	Lime Springs	\$ 3,366.00	\$ 2,992.00	\$ 1,122.00						\$ 7,480.00
Electrical Service	Cresco	\$ 3,348.00			\$ 1,116.00					\$ 4,464.00
Furnace-Water heater, toilets, misc.	Cresco	\$ 2,755.13			\$ 918.38					\$ 3,673.51
Roof	Cresco	\$ 5,354.08		\$ 795.92		\$ 450.00				\$ 6,600.00
Roof	Chester	\$ 7,124.25		\$ 2,374.75						\$ 9,499.00
Roof	Cresco	\$ 6,916.45	\$ 583.55	\$ 1,892.38	\$ 607.62					\$ 10,000.00
		\$ 42,880.76	\$ 10,871.75	\$ 9,000.00	\$ 4,500.00	\$ 450.00	\$ 565.25	\$ 1,244.00	\$ 1,244.00	\$ 69,511.76

11 projects committed to date for a total of \$69,511.76 includes community match of \$15,000 and SHTF & HPG expenditures of \$53,752.51

Wait list Applicants- As of 06/01/2012

	Project Amount		
Windows	\$ 4,455.50		
Roof	\$ 7,826.50		
Front Porch	\$ 5,000.00		
Roof	\$ 5,000.00		
Basement wall repair	\$ 5,000.00		
Roof	\$ 5,702.00		
Roof	\$ 5,000.00		
Roof	\$ 4,750.00		
Furnace-Water heater	\$ 2,730.00		
		Total anticipated project costs	\$ 45,464.00

Applications received from the following:

	Cresco	Chester	Lime Springs
	12	4	4