

## NOTICE AND CALL OF PUBLIC MEETING

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA  
DATE OF MEETING: JANUARY 19, 2015  
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 January 5, 2015
4. Approval of Minutes from January 8, 2015 Worksession
5. Approval of Minutes from January 12, 2015 Special Session
6. Approval of Class C Beer Permit (BC) with Class B Wine Permit and Sunday Sales to DOLGENCORP LLC d/b/a Dollar General Store #2400
7. Approval of Special Class C Liquor License (BW) (Beer/Wine) with Sunday Sales to Mad Cam Inc d/b/a Mables Pizza
8. Application for Tax Abatement under the Urban Revitalization Plan for:
  - a. Ann Marie Sullivan
  - b. David & Tamara Lickteig
  - c. Gary & Jane Langreck
  - d. Travis Cummings
  - e. Joseph & Barbara Labosky
  - f. C&W Properties
9. Parade Permit to Establish the Snowmobile Route through the City of Cresco for the Driftrunners Inc
10. Permit for Supervised Display of Fireworks for the Driftrunners at the Howard County Fairgrounds on January 24, 2015

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. Discuss Bids for Stump Grinding Contract for 2015 and Possible Award of Contract
2. Resolution Authorizing the Mayor and City Clerk to Enter into an Industrial Sewer Rental Agreement with Cresco Food Technologies LLC
3. Lori Brockway from Upper Explorerland Regional Planning Commission Update on the Northeast Regional Housing Trust Fund and Other Programs
4. Police to Discuss Part-Time Employee Applicants

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 JANUARY 16, 2015.

The Cresco City Council met January 5, 2015, at 7:00 pm at City Hall. Council Members Carman, Bouska, McGee, McCarville and Loveless were present. No Council Members were absent.

Bouska made the motion to approve the consent agenda which included approval of the: agenda; claims; minutes of the December 15, 2014 meeting and December 18, 2014 worksession; Tree Surgeon License for Walton Tree Service; Tax Abatement under the Urban Revitalization Plan for Curt & Julie Fisk. McCarville seconded and it passed all ayes.

Public Works Director Rod Freidhof reported (a) the opening of the stump grinding bids will be at the next meeting because it was inadvertently omitted from the agenda; (b) Street: busy trimming boulevard and alley trees and also plowing and sanding streets. Will remove Christmas decorations this week; (c) Sewer: we had an issue at the WWTP concerning some electrical equipment which ended up being a problem at the REC substation east of town. This happened before so REC will be investigating; (d) Water: we estimate we're losing about 40,000 gallons of water per day but have not been able to locate a watermain break in the system.

Police submitted their December report.

City Clerk Michelle Girolamo reported (a) Mediacom is again raising rates from \$3.05 to \$5.26 for local broadcast station surcharges on January 15, 2015 which they blame on the cost of carrying local broadcasters; (b) Public Meeting on January 12, 2015 to accept the Union's initial proposal for Union Negotiations; (c) Budget worksession will be at 1:00 pm January 8, 2015.

Mayor Bohle read a thank you from the Theatre Commission thanking the Mayor and Council for the support of the Cresco Theatre and Opera House and restoration projects.

Bouska reported on the Library Board meeting. They are researching an updated circulation computer system and may apply for a Community Foundation Grant.

Loveless made the motion to approve the recommendation of the Tourism Advisory Committee to award: (a) \$2,000 to the Driftrunners Snowmobile Club for Snowfest and advertising; (b) \$1,000 to FIT Running Club for the St. Patrick's Day Brew & Stew and advertising. Carman seconded and it passed all ayes.

Bouska made the motion to grant a credit of \$102.99 to Howard County Historical Society for water not entering the sanitary sewer system after vandals turned on an outside faucet at the Kellow House twice. Loveless seconded and it passed all ayes.

Loveless made the motion to approve a resolution appointing Joe Braun as the Attorney for the City of Cresco, Iowa. The appointment is in effect from January 1, 2015 – December 31, 2015 for \$125 per hour. McGee seconded and it passed all ayes.

McCarville made the motion to approve the recommendation of the Airport Commission to approve the reappointment of Romane Matthias to the Airport Commission for a six year term ending 12/31/2020. Bouska seconded and it passed all ayes.

Loveless made the motion to deny the request from Erik Beiwel to waive the \$50 penalty for posting a shut-off notice. Bouska seconded and it passed all ayes.

McCarville made the motion to abandon the monitoring well at the airport and proceed with the proper abandonment procedures. Carman seconded and it passed all ayes.

The Industrial Sewer Rental Agreement with Cresco Food Technologies was discussed. CFT is requesting some changes so a revised agreement will be drafted. No action was taken. This will be addressed at a future meeting.

Carman made the motion to approve a motion to allow credits for running water if water temperatures drop below 40 degrees in the City's water system and water service lines start freezing up. City Staff will monitor the temperatures and determine when to start the credits. Credits will be based on excess water consumption over the previous four month

average water consumption. McGee seconded and McCarville, Bouska, Carman and McGee voted aye. Loveless abstained. Motion passed.

Council discussed changes to the Ordinance regarding Nuisance Abatement Procedures. Recommendations and clarification questions should be sent to Freidhof to assemble and discuss with Attorney Braun. No action was taken. This will be reviewed at the next meeting.

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

Carman moved to adjourn at 7:45 pm. McGee seconded and it passed all ayes. The next regular Cresco City Council meeting will be at 7:00 pm on January 19, 2015 at Cresco City Hall.

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Mayor Mark Bohle

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City Clerk Michelle Girolamo

Following is a list of claims approved for payment:

21stCENTURYFOX	Movie rent	1,869.37
ALLIANT	Elect	13,681.90
ANDERSON, ANDY	Ice skates	990.00
BEARD, ROLLIN	Dep ref	44.82
BLACK HILLS	Nat gas	10,190.64
BOB'S ELECT	WarnerBldg	500.00
BROWN CO	Supp	150.59
BROWN, COLLEEN	Dep ref	100.00
CAFFREY, MIKE	Subscpt	75.00
CANOE RIDGE	Srvcs	76.25
CARD CENTER	Srvcs,equip	1,566.50
CARQUEST	Veh supp	257.07
CITY LAUNDERING	Srvc	796.87
CITY OF CRESCO	Util, insur	3,819.49
COBB, KRISTIE	Dep ref	80.00
CPU	Supp	65.58
CRESCO SHOPPER	Advert	140.00
CRESCO TPD	Publ	253.26
CULLIGAN	Supp	93.18
DAN SMITH CONSTR	Dep ref	80.00
DEHNING RHONDA	Dep ref	25.00
EARLES, BRANDON	Dep ref	80.00
FAREWAY	Supp	40.91
FARMERS & MERC	Ref util pmt	6.33
FASTENAL	Rprs	48.02
GALLS	Unif	153.08
HANSON TIRE	Tires, supp	6,734.46
HAWKEYE SAN	Grit	101.57
HEWETT WH	Supp	312.89
IA MUNICIPAL	Dues	939.33
IA DEP NAT	Fee	30.00
IA MUNICIPAL FIN	Dues	55.00
IA PUBLIC AIRP	Dues	75.00
JOHN DEERE FIN	Supp	1,454.22
K & H COOP	Supp	152.13
KISSINGER, ZACH	Dep ref	80.00
KWIK TRIP	Gas	2,833.68
LICKTEIG, CLINTON	Dep ref	45.90
LICKTEIG, STEVE	Srvc	35.00
LT MECHANICAL	Srvc	1,465.50
MC2	Supp	233.98
McCABE, DYLAN	Dep ref	80.00
MEINERS, GLADYS	Dep ref	42.39
MERCHANT SRVC	Fees	261.86
MILLER, JACOB	Dep ref	56.27
MUNICIPAL MAGT	Srvc	2,600.00
MUNICIPAL PIPE	Srvc	1,547.00
NE IA MOTORS	Srvc	223.89
O'HENRY'S	Merch	429.00
OMNISITE	Srvc	1,380.00
OPAT, JANETTE	Dep ref	41.49
PARAMOUNT PICT	Movie rent	530.60
PAYROLL		133,661.54
PEPSI-COLA	Concess	970.60
POSTMASTER	Postage	672.83
PRINCIPAL LIFE	Insur	85.86
RACOM	Supp	408.00

REGIONAL HLTH	Srvc	31.50
RICOH	Copier lease	846.21
RING, BRUCE	Ref util pmt	28.05
RURODEN, TIM	Dep ref	76.82
SAFARILAND	Equip	179.00
SAM'S CLUB	Equip	4,421.67
SCHATZ, ADAM	Dep ref	66.92
SHOOT-N-SAVE SPORT	Ice skates	125.00
SIGNS & DESIGNS	Supp	60.00
STOREY KEN	Supp	514.31
STRAND, ANDERA	Dep ref	80.00
T & W GRINDING	Srvc	2,100.00
TERRACON CONSUL	Srvc	2,909.00
USA BLUE BOOK	Supp	211.42
WALT DISNEY STU	Movie rent	500.00
WEBB, FRANKLIN	Dep ref	42.07
WILBUR, LISA	Dep ref	57.70
WINDRIDGE IMPL	Equip	8,806.76
WINDSTREAM	Phone	1,158.59
	GENERAL	113,532.07
	LOST PROJECT	3,607.45
	NUISANCE HSE	820.51
	FIRE STATION BLDG	686.42
	MEDIACOM	530.15
	DRUG DOG	127.12
	CRESCO COMM FIRE	5,131.21
	ROAD USE	29,024.95
	EMPLOYEE BEN	1,979.01
	FC TRUST	2,756.66
	PARK TRUST	1,115.00
	WATER	24,234.61
	WATER DEP	954.38
	SEWER	19,180.32
	SEWER REPL	8,482.22
	CAP IMPROVE	256.33
	YARDWASTE	2,520.46
	EXPENDITURES	214,938.87
	Revenues 12/16 to 1/5/15	236,833.61

The Cresco City Council met in special session on January 8, 2015, at 1:00 pm at City Hall. Council members Carman, Bouska and McGee were present. McCarville and Loveless arrived shortly thereafter. No council members were absent.

City Clerk Girolamo presented the budget as requested by all departments of the City of Cresco. The requests resulted in a budgeted deficit of \$392,754. The deficit in the general funds is projected to be \$110,887. The goal is to have a balanced budget in the general funds.

The General Fund is compiled of the operating budgets of the Police, LEC, Fire, Street, Airport, Library, Theatre, Park & Rec, Fitness Center, City Hall and Administration. Requests from all of the departments were reviewed and prioritized. Cuts were recommended by the Council.

An overall budget deficit may be necessary due to a few large projects that we have been saving money to do including purchasing turn-out gear for the fire department, pull well #3, slip lining sewer mains, sump pump inspection program and replacing a watermain. Another project that Council feels that needs to be done next year, is to replace the concrete poles and street lights with LED fixtures. The poles are deteriorating to a dangerous condition but estimates are between \$120,000 and \$200,000 for the 31 poles, fixtures and wiring.

The suggested changes will be made to the Budget and then Council will review it again.

Carman moved to adjourn at 2:30 pm. McGee seconded and it passed all ayes. The next regular Cresco City Council meeting will be at 7:00 pm on January 19, 2015 at Cresco City Hall.

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Mayor Mark Bohle

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City Clerk Michelle Girolamo

The Cresco City Council met in special session on January 12, 2015, at 10:00 am at City Hall. Mayor Mark Bohle and City Clerk Michelle were present. No council members were present.

Robin White, representative of the Local 1068 American Federation of State, County, and Municipal Employees AFL-CIO, presented the Initial Proposal from the Union Members.

Mayor Bohle accepted the Proposal on behalf of the City of Cresco Personnel Committee and City Council.

Union Negotiations will be conducted on January 22, 2015 at City Hall.

The next regular Cresco City Council meeting will be at 7:00 pm on January 19, 2015 at Cresco City Hall.

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Mayor Mark Bohle

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City Clerk Michelle Girolamo

# License Application ( BC0029888 )

## ***Applicant***

Name of Applicant:	<u>DOLGENCORP, LLC</u>		
Name of Business (DBA):	<u>Dollar General Store # 2400</u>		
Address of Premises:	<u>120 1ST AVE W</u>		
City: <u>Cresco</u>	County: <u>Howard</u>	Zip: <u>52136</u>	
Business Phone:	<u>(563) 547-2113</u>		
Mailing Address:	<u>100 Mission Ridge</u>		
City: <u>Goodlettsville</u>	State: <u>TN</u>	Zip: <u>37072</u>	

## ***Contact Person***

Name:	<u>Valerie James</u>		
Phone:	<u>(615) 855-5484</u>	Email Address:	<u>tax-beerandwinelicense@dollargeneral.com</u>

Classification: Class C Beer Permit (BC)

Term: 12 months

Effective Date: 03/01/2015

Expiration Date: 02/29/2016

Privileges:

Class B Wine Permit  
Class C Beer Permit (BC)  
Sunday Sales

## ***Status of Business***

BusinessType:	<u>Limited Liability Company</u>		
Corporate ID Number:	<u>370301</u>	Federal Employer ID #	<u>61-0852764</u>

## ***Ownership***

**Dollar General Corporation**

**First Name:** Dollar

**Last Name:** General Corporation

**City:** Goodlettsville

**State:** Tennessee

**Zip:** 37072

**Position** N/A

**% of Ownership** 100.00 %

**U.S. Citizen**

**Lawrence Gatta**

**First Name:** Lawrence

**Last Name:** Gatta

**City:** Brentwood

**State:** Tennessee

**Zip:** 37027

**Position** Non-Member Manager

**% of Ownership** 0.00 %

**U.S. Citizen**

**Robert Stephenson**

**First Name:** Robert

**Last Name:** Stephenson

**City:** Brentwood

**State:** Tennessee

**Zip:** 37027

**Position** Non-Member Manager

**% of Ownership** 0.00 %

**U.S. Citizen**

***Insurance Company Information***

**Insurance Company:**

**Policy Effective Date:**

**Policy Expiration Date:**

**Bond Effective Continuously:**

**Dram Cancel Date:**

**Outdoor Service Effective Date:**

**Outdoor Service Expiration Date:**

**Temp Transfer Effective Date:**

**Temp Transfer Expiration Date:**

# License Application ( BW0092016 )

## Applicant

Name of Applicant:	<u>Mad Cam, Inc.</u>	
Name of Business (DBA):	<u>Mabes Pizza</u>	
Address of Premises:	<u>119 N Elm St</u>	
City: <u>Cresco</u>	County: <u>Howard</u>	Zip: <u>52136</u>
Business Phone:	<u>(563) 547-5707</u>	
Mailing Address:	<u>2038 Grandview Road</u>	
City: <u>Decorah</u>	State: <u>IA</u>	Zip: <u>52101</u>

## Contact Person

Name:	<u>Steve</u>		
Phone:	<u>(563) 547-5707</u>	Email Address:	<u>thewhites873@msn.com</u>

Classification: Special Class C Liquor License (BW) (Beer/Wine)

Term: 12 months

Effective Date: 03/15/2015

Expiration Date: 03/14/2016

Privileges:

Special Class C Liquor License (BW) (Beer/Wine)  
Sunday Sales

## Status of Business

BusinessType:	<u>Privately Held Corporation</u>		
Corporate ID Number:	<u>249641</u>	Federal Employer ID #	<u>421514947</u>

## Ownership

### Connie White

First Name: Connie

Last Name: White

City: Decorah

State: Iowa

Zip: 52110

Position Owner

% of Ownership 50.00 %

U.S. Citizen

### Steve White

First Name: Steve

Last Name: White

City: Decorah

State: Iowa

Zip: 52101

Position Owner

% of Ownership 50.00 %

U.S. Citizen

## Insurance Company Information

**Insurance Company:** Scottsdale Insurance Company

**Policy Effective Date:** 03/15/2015

**Policy Expiration Date:** 03/15/2016

**Bond Effective Continuously:**

**Dram Cancel Date:**

**Outdoor Service Effective Date:**

**Outdoor Service Expiration Date:**

**Temp Transfer Effective Date:**

**Temp Transfer Expiration Date:**

APPLICATION FOR TAX ABATEMENT UNDER THE  
URBAN REVITALIZATION PLAN FOR

CRESCO, IOWA

Date Jan. 6, 2015

\_\_\_\_\_ Prior Approval for  
Intended Improvements

\_\_\_\_\_ Approval of Improvements  
Completed

Address of Property: 230 Royal Oaks Dr.

Legal Description: Lot 7 B1K 1 Royal Oaks Subd

Title Holder or Contract Buyer: Ann Marie Sullivan

Address of Owner (if different than above): \_\_\_\_\_

Phone Number (to be reached during the day): 563-547-1716

Existing Property Use:  Residential \_\_\_\_\_ Commercial \_\_\_\_\_ Industrial \_\_\_\_\_ Vacant

Proposed Property Use: personal

Nature of Improvements:  New Construction  Addition \_\_\_\_\_ General Improvements

Specify: 3<sup>rd</sup> garage & back room (took off 3 season porch & made into room)

Estimated or Actual Date of Completion: Sept 2014

Estimated or Actual Cost of Improvements: \_\_\_\_\_

Tax Exemption Schedule is attached.

Signed: Ann Marie Sullivan

APPLICATION FOR TAX ABATEMENT UNDER THE  
URBAN REVITALIZATION PLAN FOR

CRESCO, IOWA

Date 1-11-15

Prior Approval for  
Intended Improvements

Approval of Improvements  
Completed

Address of Property: 004 4th Ave E Cresco, Iowa 52130

Legal Description: Lot S 9 1/2 BLK B Berg S Add N

Title Holder or Contract Buyer: David & Tamara Lickteig

Address of Owner (if different than above): \_\_\_\_\_

Phone Number (to be reached during the day): DAVE - (319) 240-10293

Existing Property Use:  Residential  Commercial  Industrial  Vacant

Proposed Property Use: Residential - New shop

Nature of Improvements:  New Construction  Addition  General Improvements

Specify: 28 x 34 Garage, in floor heat, finished inside

Estimated or Actual Date of Completion: March 1<sup>st</sup>, 2015

Estimated or Actual Cost of Improvements: \_\_\_\_\_

Tax Exemption Schedule is attached.

Signed: David Lickteig  
Tamara Lickteig

APPLICATION FOR TAX ABATEMENT UNDER THE  
URBAN REVITALIZATION PLAN FOR

CRESKO, IOWA

Date 1/7/15

Prior Approval for  
Intended Improvements

Approval of Improvements  
Completed

Address of Property: 120 7TH ST S.W CRESKO, IOWA 52136

Legal Description: SOUTH 125 FEET LOT 2, EXCEPT EAST 150 FEET

OF NORTH 50 FEET THEREOF, SUBDIVISION OF LOT 3,

IRREGULAR SURVEY SE 1/4 SECTION 22-99-11

Title Holder or Contract Buyer: GARY & JANEL LANBRECK

Address of Owner (if different than above): \_\_\_\_\_

Phone Number (to be reached during the day): 563-547-4449

Existing Property Use:  Residential LIGHT  Commercial  Industrial  Vacant

Proposed Property Use: GARAGE FOR THE PURPOSE OF HOUSING VEHICLES.

Nature of Improvements:  New Construction  Addition  General Improvements

Specify: ATTACHED 28' WIDE BY 40' LONG

GARAGE. IN FLOOR HEAT, FULLY INSULATED

AND FINISHED INTERIOR.

Estimated or Actual Date of Completion: SPRING 2015

Estimated or Actual Cost of Improvements: AROUND INCLUDING  
NEW CONC 94

Tax Exemption Schedule is attached.

Signed: Gary Langreck

APPLICATION FOR TAX ABATEMENT UNDER THE  
URBAN REVITALIZATION PLAN FOR

CRESCO, IOWA

Date 1/7/15

\_\_\_\_\_ Prior Approval for  
\_\_\_\_\_ Intended Improvements

\_\_\_\_\_ Approval of Improvements  
\_\_\_\_\_ Completed

Address of Property: 607 3rd St SE Cresco

Legal Description: \_\_\_\_\_

Title Holder or Contract Buyer: Travis Cummings

Address of Owner (if different than above): \_\_\_\_\_

Phone Number (to be reached during the day): 563 - 380 - 8729

Existing Property Use:  Residential  Commercial  Industrial  Vacant

Proposed Property Use: \_\_\_\_\_

Nature of Improvements:  New Construction  Addition  General Improvements

Specify: 20 x 24 Addition Also 8 x 10 Addition

Estimated or Actual Date of Completion: Early summer 2015

Estimated or Actual Cost of Improvements: \_\_\_\_\_

Tax Exemption Schedule is attached.

Signed: Travis Cummings

APPLICATION FOR TAX ABATEMENT UNDER THE  
URBAN REVITALIZATION PLAN FOR

CRESCO, IOWA

Date JAN. 10, 2015

\_\_\_\_\_ Prior Approval for  
\_\_\_\_\_ Intended Improvements

\_\_\_\_\_ Approval of Improvements  
\_\_\_\_\_ Completed

Address of Property: 1028 5<sup>TH</sup> Street SE, Cresco

Legal Description: Lot 1 of 19, except north 34.97 ft of the east 123.75 feet, and north 115 ft. of the east 298.75 ft of lot 20, irregular survey of the north  $\frac{1}{2}$  of southwest  $\frac{1}{4}$  section 26, township 99 north range 11

Title Holder or Contract Buyer: C US Bank Joseph + Barbara Labosky

Address of Owner (if different than above): \_\_\_\_\_

Phone Number (to be reached during the day): (563) 203-1485 (cell)

Existing Property Use:  Residential \_\_\_\_\_ Commercial \_\_\_\_\_ Industrial \_\_\_\_\_ Vacant

Proposed Property Use: Residential

Nature of Improvements: \_\_\_\_\_ New Construction  Addition \_\_\_\_\_ General Improvements

Specify: Added on an attached 2-car garage with an entry mud room and master bathroom. Paved driveway

Estimated or Actual Date of Completion: Feb. 2015

Estimated or Actual Cost of Improvements: \_\_\_\_\_

Tax Exemption Schedule is attached.

Signed: Joseph C Labosky Jr

APPLICATION FOR TAX ABATEMENT UNDER THE  
URBAN REVITALIZATION PLAN FOR

CRESO, IOWA

Date 1-7-14

\_\_\_\_\_ Prior Approval for  
Intended Improvements

\_\_\_\_\_ Approval of Improvements  
Completed

Address of Property: 515 2nd Ave SW

Legal Description: \_\_\_\_\_

Title Holder or Contract Buyer: C + W Properties

Address of Owner (if different than above): \_\_\_\_\_

Phone Number (to be reached during the day): 563 547 2533

Existing Property Use: \_\_\_\_\_ Residential  Commercial \_\_\_\_\_ Industrial \_\_\_\_\_ Vacant

Proposed Property Use: Storage

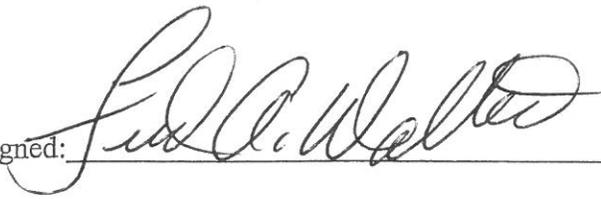
Nature of Improvements: \_\_\_\_\_ New Construction  Addition \_\_\_\_\_ General Improvements

Specify: Lean to Addition on warehouse  
~~Basement~~ 90 ft Long x 12 ft Wide

Estimated or Actual Date of Completion: 12-31-14

Estimated or Actual Cost of Improvements: \_\_\_\_\_

Tax Exemption Schedule is attached.

Signed: 

APPLICATION FOR TAX ABATEMENT UNDER THE  
URBAN REVITALIZATION PLAN FOR

CRESKO, IOWA

Date JAN. 10, 2015

\_\_\_\_\_ Prior Approval for  
Intended Improvements

\_\_\_\_\_ Approval of Improvements  
Completed

Address of Property: 1028 5<sup>TH</sup> Street SE, Cresco

Legal Description: Lot 1 of 19, except north 34.87 ft of the east 123.75 feet, and north 115 ft. of the east 298.75 ft of lot 20, irregular survey of the north  $\frac{1}{2}$  of southwest  $\frac{1}{4}$  section 26, township 99 north range 11

Title Holder or Contract Buyer: C US Bank Joseph + Barbara Labosky

Address of Owner (if different than above): \_\_\_\_\_

Phone Number (to be reached during the day): (563) 203-1485 (cell)

Existing Property Use:  Residential \_\_\_\_\_ Commercial \_\_\_\_\_ Industrial \_\_\_\_\_ Vacant

Proposed Property Use: Residential

Nature of Improvements: \_\_\_\_\_ New Construction  Addition \_\_\_\_\_ General Improvements

Specify: Added on an attached 2-car garage with an entry mud room and master bathroom, Paved driveway

Estimated or Actual Date of Completion: Feb. 2015

Estimated or Actual Cost of Improvements: \_\_\_\_\_

Tax Exemption Schedule is attached.

Signed: Joseph C Labosky Jr

Street Closing /Parade Permit

**Date:** 11/13/13

**Name:** Driftrunners Inc

**Permission To Close:** From Bike Trail to Grove Ave on 4<sup>th</sup> St. W, then Grove Ave to 3<sup>rd</sup> St. W, then Short Ave to 2<sup>nd</sup> St SW, then 2<sup>nd</sup> St SW south to alley behind Goschs & Lindstrom , then the alley east to Super 8 Motel. Plus from 7<sup>th</sup> St W on Stock Ave to Hwy 9, then south on the Airport Road to the Airport and south till Veron Road.

**Reason for Closure:** Snowmobile Trail in Cresco. The roads would not be closed to cars or trucks, just use for main route though Cresco.

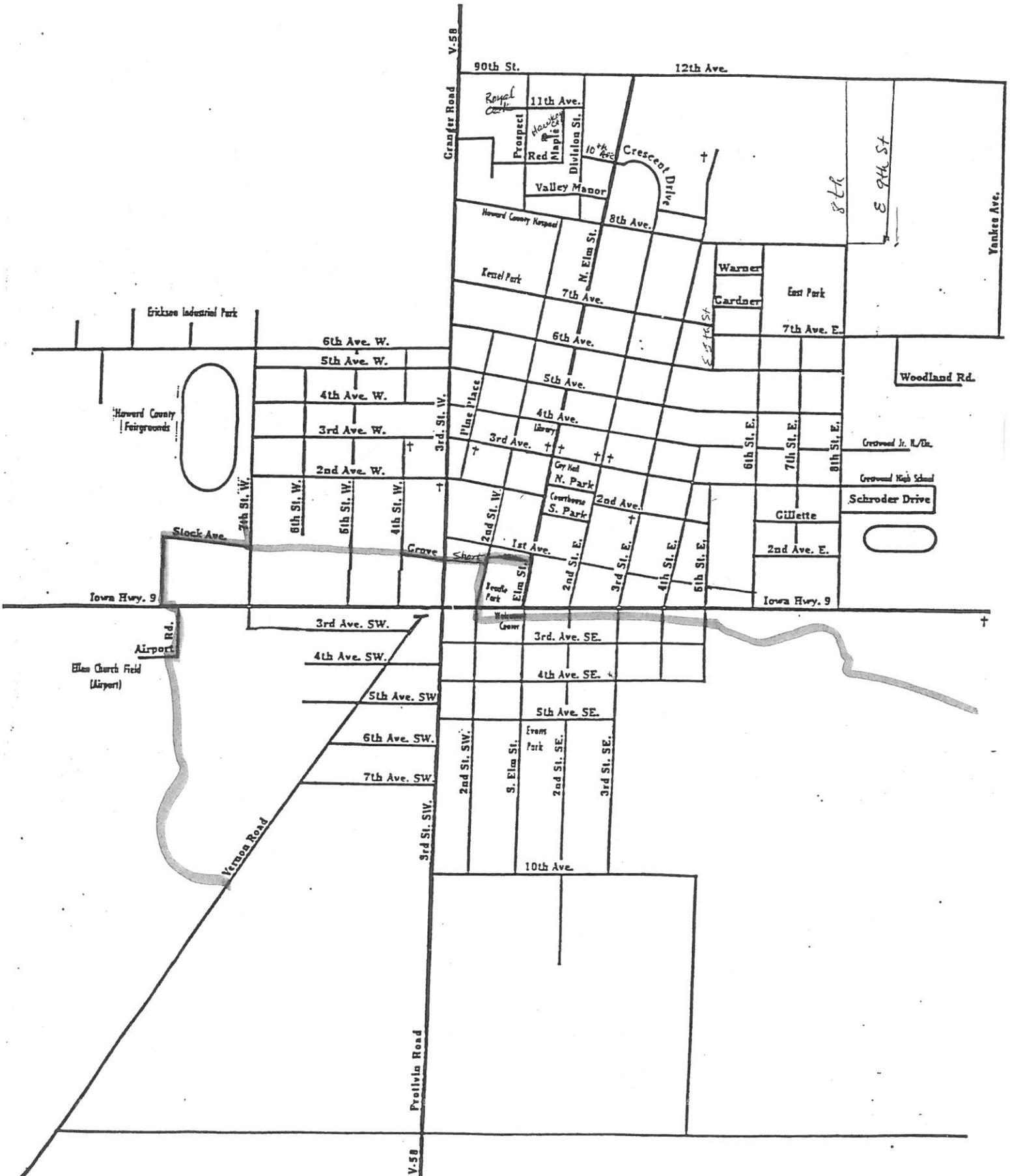
**Date:** Dec 15<sup>st</sup> 2013 to April 1<sup>st</sup> 2014.

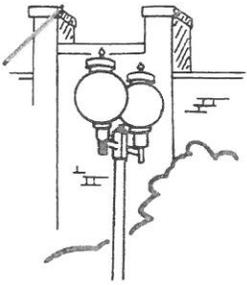
**Approved:** 11-18-2013 **Signature:** *Michelle Gubow*

*Dec 15th 2014 to April 1st 2015*

*Michelle Gubow*

# City of Cresco, Iowa





THE CITY OF  
**Cresco**  
I O W A

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

**PERMIT FOR SUPERVISED DISPLAY OF FIREWORKS**

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

Permission is hereby granted to Driftannnes  
(YOUR ORGANIZATION)

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

Iowa to be shown on Jan 24th, 2015. The competent

person authorized to conduct the display Math Miner  
(LEAD SHOOTER OR J & M DISPLAYS)

This permit for supervised display of fireworks is granted this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Math Miner

Signature of applicant

Math Miner

Printed name of applicant

563-380-7142

Telephone Number

1/16/17

Date of Application

\_\_\_\_\_  
Signature of authorized person issuing permit

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address & Telephone

**CITY OF CRESCO  
CASH & INVESTMENT BY FUND  
AS OF DECEMBER 31, 2014**

	CASH BALANCE	MONEY MKT BALANCE	OTHER BANK BALANCE	FUND BALANCE	
001	General Fund	72,884.67	1,153,000.00	2,477.38	1,228,362.05
001	General Fund - Theatre	-	-	16,155.41	16,155.41
002	General Fund-Hotel/Motel	1,123.32	18,500.00		19,623.32
022	Local Option Tax Project	1,389.57	624,700.00		626,089.57
065	Nuisance House Fund	1,281.81	9,000.00		10,281.81
078	Fire Station Building	914.01	4,000.00		4,914.01
081	Cresco Telecommunic	1,772.94	66,800.00		68,572.94
087	Equipment Replace	1,508.76	13,250.00		14,758.76
090	Office/Computer Equip.	1,114.56	19,000.00		20,114.56
091	Street Equipment Trust	1,935.63	164,550.00		166,485.63
093	Drug Dog Fund	1,113.84	7,500.00		8,613.84
098	Cresco Community Fire	1,444.89	43,000.00		44,444.89
110	Road Use Tax Fund	5,487.73	683,800.00		689,287.73
112	Employee Benefits Trust	5,928.77	547,454.00		553,382.77
119	Emergency Fund	1,359.83	14,000.00		15,359.83
160	CIDC/CityRevol.Loan-bus.	1,422.80	61,000.00		62,422.80
183	Equip.Repair-Fitness Ctr	411.53	55,900.00		56,311.53
184	City Park Trust	453.92	8,900.00		9,353.92
185	Recreation Supply	754.14	13,500.00		14,254.14
188	Fire Equipment Trust	1,999.56	240,000.00		241,999.56
189	Library Trust Fund	1,155.47	-	41,752.23	42,907.70
200	Debt Service Fund	2,021.48	372,000.00		374,021.48
319	Street Assessment Project Fund	1,579.08	1,164,500.00		1,166,079.08
600	Water Utility Fund	7,238.39	285,300.00		292,538.39
601	Water Deposit Trust	1,174.81	54,300.00		55,474.81
602	Water Utility Repair	1,581.31	174,000.00		175,581.31
610	MSSU Revenue	4,092.88	711,500.00		715,592.88
612	MSSU Operation/Maint	6,574.94	-		6,574.94
613	MSSU Replacement	1,730.30	295,300.00		297,030.30
614	MSSU Rev.Bond Int	1,596.99	161,500.00		163,096.99
615	MSSU Rev Debt Serv	1,879.27	184,000.00		185,879.27
620	Cap Imp Water, Sewer, Storm	1,957.05	302,400.00		304,357.05
670	Yard Waste Fund	1,442.49	107,500.00		108,942.49
820	Health Ins Partial Self Fund	-	-	70,152.48	70,152.48
Totals		138,326.74	7,560,154.00	130,537.50	7,829,018.24
		2%	97%	2%	<u>7,829,018.24</u>

Checking - Cresco Bank & Trust (operating)	0.05%	138,326.74
Checking - CUSB (credit cards)	0.10%	2,477.38
Money Market - Cresco Bank & Trust	0.10%	7,560,154.00
MMKT Hlth Ins Partial Self Funded	0.10%	70,152.48
Theatre Checking	0.00%	16,155.41
Library MMKT	0.10%	<u>41,752.23</u>

\$ 7,829,018.24

CITY OF CRESCO  
 REVENUE REPORT  
 CALENDAR 12/2014, FISCAL 6/2015

*Should be 50%*

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	% RECEIVED
	GENERAL TOTAL	185,356.14	1,165,339.10	2,379,317.00	48.98
	HOTEL/MOTEL TAX TOTAL	6,766.52	12,180.78	19,000.00	64.11
	LOST PROJECT TOTAL	32,307.03	237,324.04	338,000.00	70.21
	NUISANCE HOUSE TOTAL	5,503.51	5,507.30	2,000.00	275.37
	FIRE STATION BUILDING TOTAL	2,300.34	6,900.52	9,200.00	75.01
	MEDIACOM TOTAL	5.67	1,711.02	3,700.00	46.24
	EQUIPMENT REPLACEMENT TOTAL	4,001.12	4,005.46	4,100.00	97.69
	OFFICE EQUIPMENT TOTAL	1.61	9.64	100.00	9.64
	STREET TRUST TOTAL	7,778.10	9,708.10	800.00	1,213.51
	DRUG DOG TOTAL	33.79	6,158.14	11,600.00	53.09
	RETIREMENT TRUST FUND TOTAL	.00	.00	.00	.00
	CRESCO COMMUNITY FIRE TOTAL	3.65	57,559.78	75,750.00	75.99
	ROAD USE TAX TOTAL	29,051.16	209,618.03	370,000.00	56.65
	EMPLOYEE BENEFITS TOTAL	24,377.75	259,498.72	489,600.00	53.00
	EMERGENCY FUND TOTAL	1,386.27	15,359.83	28,700.00	53.52
	LOCAL OPTION SALES TAX TOTAL	35,837.79	256,979.00	375,000.00	68.53
	TIF TOTAL	.00	.00	.00	.00
	REVOLVING LOAN TOTAL	3,166.17	18,992.90	38,100.00	49.85
	POLICE FORFEITURE FUND TOTAL	.00	.00	.00	.00
	REHAB HOUSE TOTAL	.00	.00	.00	.00
	FITNESS CENTER TRUST TOTAL	10,004.74	18,324.60	18,500.00	99.05
	PARK TRUST TOTAL	.76	14.52	500.00	2.90
	RECREATION SUPPLY TOTAL	1.15	629.52	10,000.00	6.30
	FIRE EQUIPMENT TOTAL	20,020.37	20,113.46	23,200.00	86.70
	LIBRARY TOTAL	3.55	21.04	500.00	4.21
	DEBT SERVICE TOTAL	20,142.15	188,618.71	391,099.00	48.23
	SEWER PROJECT TOTAL	.00	.00	.00	.00
	BIKE TRAIL TOTAL	.00	.00	.00	.00
	GRANTS TOTAL	.00	.00	.00	.00
	2ND AVENUE STREET PROJ TOTAL	.00	.00	.00	.00
	WATER MAIN LOOP TOTAL	.00	.00	.00	.00
	FIT FOR LIFE TOTAL	.00	.00	.00	.00
	STREET ASSESSMENT TOTAL	1,289.84	2,943,213.92	3,040,000.00	96.82
	WATER TOTAL	43,992.30	261,647.68	505,300.00	51.78
	WATER DEPOSIT TOTAL	804.61	6,267.41	12,100.00	51.80
	WATER EQUIPMENT REPLACE TOTAL	50,014.77	53,741.44	50,300.00	106.84
	SEWER TOTAL	68,341.58	390,457.75	754,700.00	51.74
	SEWER OPERATIONS TOTAL	40,000.00	223,000.00	600,000.00	37.17
	SEWER REPLACEMENT PROJ TOTAL	55,025.06	55,126.64	55,400.00	99.51
	SEWER SINKING TOTAL	70,213.71	70,255.47	70,300.00	99.94
	SEWER DEBT SERVICE TOTAL	10,015.62	10,089.61	10,200.00	98.92
	PROPRIETARY CAP IMPROVE TOTAL	4,111.49	23,008.50	45,900.00	50.13
	YARDWASTE TOTAL	3,455.39	19,340.20	39,100.00	49.46
	SELF INSURANCE TOTAL	2,746.41	16,441.56	.00	.00
	OTHER INTERNAL SERV FUND TOTA	.00	.00	.00	.00
	TOTAL REVENUE BY FUND	738,060.12	6,567,164.39	9,772,066.00	67.20

*Should be 50%*

ACCOUNT NUMBER	ACCOUNT TITLE	MDT BALANCE	YTD BALANCE	BUDGET	% SPENT
	GENERAL TOTAL	142,895.06	1,022,392.94	2,262,365.00	45.19
	HOTEL/MOTEL TAX TOTAL	.00	7,625.51	19,000.00	40.13
	LOST PROJECT TOTAL	35,970.79	149,178.36	335,300.00	44.49
	NUISANCE HOUSE TOTAL	864.56	7,074.90	2,000.00	353.75
	FIRE STATION BUILDING TOTAL	110.01	2,038.53	8,300.00	24.56
	MEDIACOM TOTAL	568.16	8,524.07	16,800.00	50.74
	EQUIPMENT REPLACEMENT TOTAL	.00	50.48	500.00	10.10
	OFFICE EQUIPMENT TOTAL	.00	.00	5,000.00	.00
	STREET TRUST TOTAL	.00	.00	86,000.00	.00
	DRUG DOG TOTAL	145.48	6,523.12	11,600.00	56.23
	RETIREMENT TRUST FUND TOTAL	.00	.00	.00	.00
	CRESCO COMMUNITY FIRE TOTAL	6,983.76	31,561.16	75,750.00	41.66
	ROAD USE TAX TOTAL	23,288.13	164,572.34	376,750.00	43.68
	EMPLOYEE BENEFITS TOTAL	38,395.15	227,639.20	496,500.00	45.85
	EMERGENCY FUND TOTAL	.00	.00	28,700.00	.00
	LOCAL OPTION SALES TAX TOTAL	35,837.79	256,979.00	375,000.00	68.53
	TIF TOTAL	.00	.00	.00	.00
	REVOLVING LOAN TOTAL	.00	.00	10,200.00	.00
	POLICE FORFEITURE FUND TOTAL	.00	.00	.00	.00
	REHAB HOUSE TOTAL	.00	.00	.00	.00
	FITNESS CENTER TRUST TOTAL	.00	32,689.49	61,000.00	53.59
	PARK TRUST TOTAL	.00	.00	4,000.00	.00
	RECREATION SUPPLY TOTAL	.00	3,401.75	12,000.00	28.35
	FIRE EQUIPMENT TOTAL	.00	.00	3,000.00	.00
	LIBRARY TOTAL	.00	.00	15,600.00	.00
	DEBT SERVICE TOTAL	.00	49,913.56	597,765.00	8.35
	SEWER PROJECT TOTAL	.00	.00	.00	.00
	BIKE TRAIL TOTAL	.00	.00	.00	.00
	GRANTS TOTAL	.00	.00	.00	.00
	2ND AVENUE STREET PROJ TOTAL	.00	.00	.00	.00
	WATER MAIN LOOP TOTAL	.00	.00	.00	.00
	FIT FOR LIFE TOTAL	.00	.00	.00	.00
	STREET ASSESSMENT TOTAL	15.00	1,799,735.66	3,000,000.00	59.99
	WATER TOTAL	75,879.95	248,069.48	493,700.00	50.25
	WATER DEPOSIT TOTAL	1,360.61	4,948.66	12,000.00	41.24
	WATER EQUIPMENT REPLACE TOTAL	463.00	463.00	13,700.00	3.38
	SEWER TOTAL	176,200.00	359,200.00	736,200.00	48.79
	SEWER OPERATIONS TOTAL	36,785.70	218,801.64	593,250.00	36.88
	SEWER REPLACEMENT PROJ TOTAL	.00	.00	50,000.00	.00
	SEWER SINKING TOTAL	.00	8,512.50	70,300.00	12.11
	PROPRIETARY CAP IMPROVE TOTAL	1,036.40	10,360.11	60,000.00	17.27
	YARDWASTE TOTAL	1,490.08	10,337.94	38,350.00	26.96
	SELF INSURANCE TOTAL	3,000.00	10,000.00	.00	.00
	OTHER INTERNAL SERV FUND TOTA	.00	.00	.00	.00
	TOTAL EXPENSES BY FUND	581,289.63	4,640,593.40	9,870,630.00	47.01

RESOLUTION NUMBER \_\_\_\_\_

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK  
TO ENTER INTO AN INDUSTRIAL SEWER RENTAL AGREEMENT  
WITH CRESCO FOOD TECHNOLOGIES LLC.

WHEREAS, the City of Cresco maintains an Industrial Sewer Rental Agreement with Cresco Food Technologies LLC due to the quantity of discharge received from Cresco Food Technologies LLC; and

WHEREAS, the agreement needs to be reviewed and updated periodically.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized and directed to sign the written Industrial Sewer Rental Agreement with Cresco Food Technologies, LLC.

Council Person \_\_\_\_\_ moved the adoption of the foregoing Resolution Authorizing the Mayor and City Clerk to enter into an agreement with Cresco Food Technologies LLC. 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 CRESCO FOOD TECHNOLOGIES LLC 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 \_\_\_\_\_, 2015.

BY: \_\_\_\_\_  
Mayor Mark Bohle

ATTEST: \_\_\_\_\_  
City Clerk Michelle Girolamo

INDUSTRIAL SEWER RENTAL AGREEMENT

BETWEEN

CRESCO FOOD TECHNOLOGIES LLC

AND

CITY OF CRESCO, IOWA

EFFECTIVE 01/19/2015

EXPIRES 06/30/2016

## INDUSTRIAL SEWER RENTAL AGREEMENT

In this agreement entered into this 19<sup>th</sup> day of January, 2015, between the City of Cresco, Iowa, hereinafter known as the "Owner" and Cresco Food Technologies LLC at 717 2<sup>nd</sup> Ave SE, Cresco, IA 52136, hereinafter known as the "User."

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

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

### A. AGREEMENT EXPIRATION DATES

- a. The conditions of this Agreement become effective immediately upon issuance. The conditions of this Agreement supersede any arrangements or requirements established by the Owner pertaining to discharges from the User to the water pollution control facilities.
- b. This Agreement shall expire eighteen (18) months from date of issuance. At that time City Council shall review Agreement violations and may adjust surcharge amounts higher. In addition, either a new 1 year Agreement will be issued or a 5 year Agreement will be issued to coincide with the expiration date of the current NPDES permit of the Owner's POTW.

### B. MODIFICATIONS TO THIS AGREEMENT

- a. If in the future it becomes necessary for the Owner to provide additional treatment facilities for a higher degree of treatment, this Agreement may be modified by the Owner to increase or decrease the rates charged the User so as to properly reflect changes in capital costs of the Owner.
- b. If operation and maintenance costs should increase significantly, this Agreement may be modified by the Owner to increase the rates charged the User so as to properly reflect changes in operating costs to the Owner.

- c. If effluent limitations for the POTW, as set forth in the NPDES permit are modified, this Agreement may be modified by the Owner to change the discharge limitations of the User during the term of the Agreement. The NPDES permit grants authority to the Owner to discharge treated wastewater to an unnamed tributary to Silver Creek. The Owner shall notify the User of any change in the NPDES permit at least 60 days prior to the effective date of change.
- d. If analysis of discharge samples reveals a significant consistency in discharge composition, this Agreement may be modified by the Owner to reduce the frequency of sampling and/or and analysis of samples.
- e. If the User increases its production capacity, or modifies its industrial process in such a way that the quantity or strength of its discharges will exceed the limitations of this Agreement, or modifies a discharge point into the municipal sanitary sewer collection system, a revised Agreement and new limitations shall be established. The User shall be responsible for applying for a revised Agreement at least 180 days prior to the proposed production increase or process modification.

C. INDUSTRIAL PROCESS DESCRIPTION

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

D. EFFLUENT LIMITATIONS

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

Table 1: Discharge Limitations

<u>Discharge Parameter</u>	<u>Daily Maximum</u>	<u>30-Day Average Limit</u>
Flow	100,000 gal/day	67,000 gal/day
BOD <sub>5</sub>	360 ppd	250 ppd TKN
	20 ppd	13 ppd TSS
	300 ppd	220 ppd
Fats-Oils-Grease (FOG)	150 mg/L or 84 ppd	100 mg/L or 56 ppd
Paraffin or materials that would adhere to the sewer system	0	0
PH	5.0-10.0	5.0-10.0

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

E. MONITORING

- a. Flows will be read from the User's outflow meter on a monthly basis.
- b. The User must record continuous pH measurements with a chart recorder or similar device.
- c. The User must record the instantaneous pH value of the discharge every Thursday morning at 8 AM.
- d. The User must have in place a flow proportional sampling device and must take 24 hour flow-paced composite samples of its discharge. The sampler shall capture all phases of the discharge, including suspended fats, oils, grease and other insoluble substances.
- e. The User shall be responsible for calibrating and maintaining its analytical and sampling instrument as required to ensure accuracy of measurements.
- f. The User shall provide calibration records for the equipment to the Owner at the Owner's request.
- g. In the event that monitoring equipment must be out of service for any length of time, the User shall inform the Owner of the condition and estimated duration of non-service immediately.
- h. The Owner shall have authority to install its own pH monitoring, sampling and flow recording equipment at any time with 30 days' notice to the User.
- i. The site for the City sampler shall be inside the building next to the User's sampler.
- j. The Owner shall collect grab samples from the sampling location at the Owner's discretion.

- k. The User shall grant the Owner access to the User's monitoring and recording equipment at the Owner's request for purposes of inspection or data collection.
- l. All access to the sampling station shall be inside the delivery area next to the receiving scales. The only area in the User's facility that the Owner shall enter without prior permission is the sampling area, solely for the purpose of collecting samples.
- m. The Owner shall have the discharge tested by a laboratory certified by the State of Iowa on the following basis:
  - (1) Once per Week: Acidity (pH), Biological Oxygen Demand (BOD<sub>5</sub>), Total Suspended Solids (TSS), Total Kjeldahl Nitrogen (TKN), and Fats-Oils-Grease (FOG).
  - (2) Any Day When the Industrial Process Significantly Changes or Equipment Washdown Occurs and Testing Has Not Already Been Done: Acidity (pH), Biological Oxygen Demand (BOD<sub>5</sub>), Total Suspended Solids (TSS), Total Kjeldahl Nitrogen (TKN), and Fats-Oils-Grease (FOG).

F. REPORTING

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

G. CALCULATION OF MONTHLY STATEMENT

- a. The User shall receive a bill from the Owner no later than the fifteenth of each month. The bill will include charges listed in this section.
- b. The User shall pay the monthly charges for the full amount discharged under each parameter listed in this section. Loads in excess of the limits stated in

Section D (Effluent Limitations) are also subject to a surcharge as stated in Section H (Violations and Violation Procedures). The surcharges shall only apply to the loads that are over the applicable limits.

- c. Loads discharged will be determined by the test results of daily samples and average daily flows determined from the monthly flow records.
- d. In the absence of daily test results, approximate daily values will be calculated based on test results from periods of similar product handling, and average daily flows determined from the monthly flow records.
- e. The following is the formula for calculating the monthly charges. Surcharges are listed in Section H (Violations and Violation Procedures).

- i. Flow: \$3.70/1000 x total gallons for month per outflow meter

- Example: If total flow for a month is 684,000 gallons, the charge is:  $\$3.70/1000 \text{ gal} * 684,000 \text{ gal} = \$2,530.80$

- ii. BOD<sub>5</sub>: \$7.01/ppd BOD<sub>5</sub> x 30-day average BOD<sub>5</sub> (ppd)

- Example: If 30-day average BOD<sub>5</sub> for a month is 114 ppd the charge is:  $\$7.01/ \text{ppd} * 114 \text{ ppd} = \$799.14$

- iii. TKN: Does not have a regular charge.

- iv. TSS: Does not have a regular charge.

- v. Fats-Oils-Grease (FOG): Does not have a regular charge.

- vi. pH: Does not have a regular charge.

- vii. Paraffin or other insoluble substances: Does not have a regular charge.

- viii. Capital Improvement Recovery: The capital improvement recovery charge is \$0.00 (zero dollars and no cents).

- ix. Laboratory testing of the discharge is not included in the above operation and maintenance charge. The User shall be responsible for the cost of testing.

- Cost of testing to be billed to User shall be the sum of:

- (1) Third-party laboratory invoices, sample shipping costs, and

- (2) A fee of \$25/BOD<sub>5</sub> test conducted at the City laboratory, and

- (3) A fee of \$25/TSS test conducted at the City laboratory.

- Example: If the third-party laboratory invoices total \$500.00, shipping charges total \$200.00, and the City laboratory completed 20 BOD<sub>5</sub> tests and 20 TSS tests in a month, the charge is:  $\$500.00 \text{ (lab fees)} + \$200.00 \text{ (shipping)} + \$25/\text{BOD}_5 \text{ test} * 20 \text{ tests} + \$25/\text{TSS test} * 20 \text{ tests} = \$1,700.00$

H. SURCHARGES

- a. The User shall pay for all or a portion of any fines or penalties assessed to the Owner under the following circumstances;
- i. If the User exceeds its allocated share in any parameter and that exceedance is the direct cause of the POTW exceedance of its design characteristic (which could not be avoided by proper operation or maintenance) which causes an exceedance in its NPDES permit limitation and that violation results in the state or federal government assessment of a fine or penalty – 100% of the fine or penalty as a separate charge.
  - ii. If the User is within its allocated share in any parameter and the POTE exceeds its NPDES permit limitation and that violation results in the state or federal government assessment of a fine or penalty which is not the responsibility of the operators – the User’s pro rata share of User Charges and not a separate charge.
- b. If the discharge is not in compliance with the limitations set forth in Section D (Effluent Limitations) of this Agreement, it shall be considered a violation of this Agreement. Violations shall be issued a surcharge as calculated in this section.
- i. Flow:
    - 1. For each day the Daily Flow exceeds the Daily Maximum Flow limit: \$1,000 Surcharge per day
    - 2. For each month the Monthly Average Flow exceeds Monthly Average Limit: \$2,000 Surcharge per Month.

Example: If Daily Flow was 120,000 gallons one day during the month, then the surcharge is: \$1,000.

Example: If Monthly Average Flow was 80,000 gallons per day during the month, then the surcharge is: \$2,000.
  - ii. BOD<sub>5</sub>: for each day Daily Actual Load exceeds Daily Maximum Load: \$2.00/lb BOD<sub>5</sub> x (Daily Actual BOD<sub>5</sub> (ppd)- Daily Maximum BOD<sub>5</sub> (ppd)) or \$100/occurrence minimum surcharge.

Example 1: If Daily Actual BOD<sub>5</sub> load exceeded the limit twice during a month and the daily values were 500 lbs and 362 lbs, the surcharge is: \$2.00/lb \* (500 ppd – 360 ppd limit) (first day) + \$2.00/lb \* (362 ppd – 360 ppd limit) = ~~\$284.00~~ \$380.00 minimum applies for second day.

Example 2: If Daily Actual BOD<sub>5</sub> load exceeded the limit twice during a month and the daily values were 365 lbs and 362 lbs, the surcharge is:  
 $\$2.00/\text{lb} * (365 \text{ lb} - 360 \text{ lb limit}) \text{ (first day)} + \$2.00/\text{lb} * (362 \text{ lb} - 360 \text{ lb limit}) \text{ (second day)} = \$14.00$   
~~\\$200.00~~ minimum applies.

- iii. BOD<sub>5</sub>: for each month the Actual Monthly Average Load exceeds 30-Day Average Limit:  $\$2.00/\text{lb BOD}_5 \text{ (Actual 30-day Average BOD}_5\text{(ppd) - 30-Day Average Limit BOD}_5\text{(ppd))} \times (30 \text{ days/month})$

Example: If Monthly Average BOD<sub>5</sub> load is 300 ppd for the month, the surcharge is:  
 $\$2.00/\text{lb} * (300 \text{ ppd avg} - 250 \text{ ppd avg limit}) \times 30 \text{ days/month} = \$3,000.00$ .

- iv. TKN: for each day Daily Actual Load exceeds Daily Maximum Load:  $\$2.00/\text{lb TKN} \times (\text{Daily Actual TKN (ppd)} - \text{Daily Maximum TKN (ppd)})$  or  $\$100/\text{occurrence}$  minimum surcharge.

Example 1: If Daily Actual TKN load exceeded the limit twice during a month and the daily values were 200 lbs and 80 lbs, the surcharge is:  
 $\$2.00/\text{lb} * (200 \text{ ppd} - 20 \text{ ppd limit}) \text{ (first day)} + \$2.00/\text{lb} * (80 \text{ ppd} - 20 \text{ ppd limit}) \text{ (second day)} = \$480.00$ .

Example 2: If Daily Actual TKN load exceeded the limit twice during a month and the daily values were 28 lbs and 22 lbs, the surcharge is:  
 $\$2.00/\text{lb} * (28 \text{ ppd} - 20 \text{ ppd limit}) \text{ (first day)} + \$2.00/\text{lb} * (22 \text{ ppd} - 20 \text{ ppd limit}) \text{ (second day)} = \$20.00$   
~~\\$200.00~~ minimum applies.

- v. TKN: for each month the Actual Monthly Average Load exceeds 30-Day Average Limit:  $\$2.00/\text{lb TKN} \text{ (Actual 30-day Average TKN(ppd) - 30-Day Average Limit TKN(ppd))} \times (30 \text{ days/month})$

Example: If Monthly Average TKN load is 19 ppd for the month, the surcharge is:  
 $\$2.00/\text{lb} * (19 \text{ ppd avg} - 13 \text{ ppd avg limit}) \times 30 \text{ days/month} = \$360.00$ .

- vi. TSS: for each day Daily Actual Load exceeds Daily Maximum Load:  $\$2.00/\text{lb TSS} \times (\text{Daily Actual TSS (ppd)} - \text{Daily Maximum TSS (ppd)})$ , or  $\$100/\text{occurrence}$  minimum surcharge

Example 1: If Daily Actual TSS load exceeded the limit twice during a month and the daily values were 350 lbs and 380 lbs, the surcharge is:  
 $\$2.00/\text{lb} * (350 \text{ ppd} - 300 \text{ ppd limit}) \text{ (first day)} + \$2.00/\text{lb} * (380 \text{ ppd} - 300 \text{ ppd limit}) \text{ (second day)} = \$260.00$ .

Example 2: If Daily Actual TSS load exceeded the limit twice during a month and the daily values were 310 lbs and 320 lbs, the surcharge is:  
 $\$2.00/\text{lb} * (310 \text{ ppd} - 300 \text{ ppd limit}) \text{ (first day)} + \$2.00/\text{lb} * (320 \text{ ppd} - 300 \text{ ppd limit}) \text{ (second day)} = \$60.00$   
~~\\$200.00~~ minimum applies.

vii. TSS: for each month the Actual Monthly Average Load exceeds 30-Day Average Limit: \$2.00/lb TSS (Actual 30-day Average TSS(ppd) – 30-Day Average Limit TSS (ppd)) x (30 days/month)

Example: If Monthly Average TSS load is 300 ppd for the month, the surcharge is:  $\$2.00/\text{lb} * (300 \text{ ppd avg} - 220 \text{ ppd avg limit}) * 30 \text{ days/month} = \$4,800.00.$

viii. FOG: for each day Daily Actual Load exceeds Daily Maximum Load: \$2.00/lb FOG x (Daily Actual FOG (ppd)- Daily Maximum FOG (ppd)), or \$100/occurrence minimum surcharge

Example 1: If Daily Actual FOG load exceeded the limit twice during a month and the daily values were 300 lbs and 250 lbs, the surcharge is:  $\$2.00/\text{lb} * (300 \text{ ppd} - 84 \text{ ppd limit}) \text{ (first day)} + \$2.00/\text{lb} * (250 \text{ ppd} - 84 \text{ ppd limit}) \text{ (second day)} = \$764.00.$

Example 2: If Daily Actual FOG load exceeded the limit twice during a month and the daily values were 90 lbs and 85 lbs, the surcharge is:  $\$2.00/\text{lb} * (90 \text{ ppd} - 84 \text{ ppd limit}) \text{ (first day)} + \$2.00/\text{lb} * (85 \text{ ppd} - 84 \text{ ppd limit}) \text{ (second day)} = \$14.00$  \$200.00 minimum applies.

ix. FOG: for each month the Actual Monthly Average Load exceeds 30-Day Average Limit: \$2.00/lb FOG (Actual 30-day Average FOG(ppd) – 30-Day Average Limit FOG (ppd)) x (30 days/month)

Example: If Monthly Average FOG load is 90 ppd for the month, the surcharge is:  $\$2.00/\text{lb} * (90 \text{ ppd avg} - 56 \text{ ppd avg limit}) * 30 \text{ days/month} = \$2,040.00.$

x. pH: A surcharge for each instance of violation for over one (1) minute shall apply:

1. \$500/violation lasting less than five (5) consecutive minutes but more than one (1) minute.

2. \$2,000/violation lasting more than five (5) consecutive minutes.

xi. Paraffin or other materials that would adhere to the Sanitary Sewer System: A surcharge of \$2,000/day for each instance of violation shall apply. The appearance of paraffin or other insoluble substances will be determined by visual observation by City staff. City staff shall decide whether the substances originate from the User's facility after making reasonable efforts to observe the condition of the sewer collection system and POTW.

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

#### I. SPILL PREVENTION

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

stored in the tanks and when the process is in operation. Tanks designed to catch and separate the FOG material are in place at both CIP stations.”

J. ACCIDENTAL DISCHARGES

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

K. SUSPENSION OF AGREEMENT

- a. In the event that there are more than twelve (12) violations in any 365 day period, the Owner may order that the User cease its exceedances of allocated share limits within thirty (30) days and if not corrected within such time period may order the User to suspend any further discharge pursuant to this agreement until corrected.
- b. In the event that any violation exceeds the stated applicable limits by more than 25%, the User shall, within thirty (30) days, submit to the Owner a compliance plan to prevent further such exceedances. The compliance plan shall be submitted to the Owner within thirty (30) days after notice of such violation. If an acceptable compliance plan is not submitted to the Owner within this time limit the Owner may order the User to suspend any further discharge pursuant to this Agreement until the User complies with this provision.
- c. The Owner may revoke this Agreement if the User fails to factually report the discharge constituents and characteristics; fails to report significant changes in discharge constituents and characteristics; refuses reasonable access to its premises for the purposed of inspection and monitoring; or violates conditions of the Agreement, the applicable municipal ordinances, or applicable State and Federal regulations.

- d. The user will pay all outstanding penalties and fines before the agreement begins.
- e. Any penalties and fines incurred during the tenure of the agreement will be added to the utility bill. If utility bills are not paid, the Owner may discontinue service to the User.

L. NOTIFICATION OF VIOLATION

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

This agreement is entered into and agreed upon by the City of Cresco and Cresco Food Technologies LLC, Inc. on this \_\_\_\_ day of \_\_\_\_\_, 2015.

CRESKO FOOD TECHNOLOGIES LLC

By \_\_\_\_\_

CITY OF CRESCO, IOWA

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk