NOTICE AND CALL OF PUBLIC MEETING

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA
DATE OF MEETING: OCTOBER 1, 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 September 17, 2012
4. Approval of Class C Beer Permit (BC) and Class B Native Wine Permit with Sunday Sales to Casey's Marketing Company dba Casey's General Stores #2511
5. Request for Street Closing for portion of 6th Avenue West for 5K Benefit Run on November 3, 2012

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. Awarding of Hotel/Motel Tax Grant for Tourism Projects
2. Resolution Authorizing Mayor and City Clerk to enter into an Agreement for Refuse Collection Services with Hawkeye Sanitation, Inc.
3. Setting a Public Hearing for October 15, 2012 to Amend the Code of Ordinances Chapter 106.10 Pertaining to Fees for Recyclable and Non-Recyclable Waste
4. Setting a Public Hearing for October 15, 2012 to make Zoning Changes within the City limits
5. Resolution Authorizing Mayor and City Clerk to enter into a 28E Agreement with the Cresco Community Fire Protective District
6. Police Chief Ruroden to Discuss Ordinance Change for Chapter 5.13 Residency Requirement

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 SEPTEMBER 27, 2012.

Notes for October 1, 2012 Meeting Sept 27, 2012

1. Housing Rehab Update – I enclosed the letter from IA Econ Dev Authority regarding their monitoring visit to the City of Cresco on the Housing Rehab Project. Note that it was supposed to have been done in 24 months but we are in the 38th month due to extensions granted. They found no issues and reported there is satisfactory compliance.

2. Hotel Motel Tax – See enclosed applications and recommendations from the Tourism Committee.

3. Hawkeye Sanitation - Ross, Sue and Rachael (from Recycling) will all be here to discuss the renewal of the contract. Enclosed are the few minor changes they requested to the old contract (basically rates are about the only change). I increased their billing rate from $1100 to $1150 per month. The last 3 contracts had all increased $50 per month so I stayed consistent and they agreed to pay that increase.

4. Public Hearing Garbage Rates – We will set the Public hearing for next meeting Oct 15th and then have 1st reading of ordinance. We will then have the 2nd and 3rd readings at the Nov meeetings and so it will be passed and published in the paper at the end of November effective Jan 1st.

5. Public Hearing Zoning Changes - These changes in zoning were brought up many months ago and the Planning & Zoning sent letters to all residents and neighboring residents of the affected areas and they had a public meeting to hear concerns. The changes were then given to Attorney Joe Braun who drafted the legal descriptions for us and wrote the Resolutions. We will have a public hearing Oct 15th and then approve the seven resolutions at that same meeting. P&Z is meeting October 9th and will recommend to council that we approve them.

6. Fire 28E Agreement - The agreement is enclosed. After the City council approves then it will be taken to each township to get their notarized signatures. This will be effective on July 1, 2013 but the committee will work together on the budget this fall.

7. Residency – Police Chief Ruroden had me ask the Personnel Committee if Council would be willing to change the Ordinance that requires the police and public works employees to live within 2.5 miles of the city limit. He is requesting it to be changed to a 10 minute response time. Personnel committee discussed and decided to leave it as it is. Ruroden would like to present his case to the entire Council to see if he can change the minds of Council.

Have a good weekend. Sorry it is late. Our new computers arrived and learning the updated Word and Excel is a challenge as well as operating the new Windows 7.
Michelle

The Cresco City Council met September 17, 2012, at 7:00 pm at City Hall. Council members Carman, Bouska, McGee, and Loveless were present. Council Member McCarville was absent.

Bouska moved to approve the consent agenda which included approval of the: agenda; claims; September 5, 2012 minutes; Class C Liquor License (LC) Commercial with Sunday sales to Clarence Bouwma dba Cresco Bowling Lanes; excavator's license for Stoneage Enterprises LLC. Loveless seconded and it passed all ayes.

Public Works Director Rod Freidhof reported: (a) Street Dept busy with Borlaug Fest and cleanup and also finishing the bike trail repairs; (b) Water Dept has about 30 meters left to install out of approximately 1900 meters. We will send out letters and if that doesn't work we may need to use the police and force them to let us install the meters; (c) Sewer Dept has problems with new bladders that were installed so a company representative will be here to look at them; (d) Sewer lift station alarm was hit by lightening so needs to be repaired; (e) attended a Green Infrastructure Meeting along with Amy to learn techniques of managing storm water and setting up a storm water utility which we may look at during budget preparation.

Police Chief Tim Ruroden reported that the mock crash demonstration was well received. Norman Borlaug Fest went good. Officers had stands at the Notre Dame Fair and Norman Borlaug Fest.

City Clerk Michelle Girolamo reported: (a) Financial Statements are on budget after two months; (b) new office computers have been ordered; (c) Diane Kueker informed us that they will be repairing the stucco on the old City Hall and she is finishing the grant application for upgrading the building; (d) started working on the Annual Financial Report with Sue's assistance; (e) working on mapping the software to export data to the budget forms; (f) Fitness Center is meeting with Custom Alarm Systems for suggestions on improving security and quoting an alarm system.

Sun-Opta representatives, Julie Dietzenbach and Dale Dietzenbach, along with Brent Mehmert proposed to the City that as part of Sun-Opta's expansion and new driveway that they would install a storm sewer across their property if the City would just pay for the pipe. The estimated cost of the pipe would be $7,000 and would replace the existing drainage ditch. Loveless made the motion to approve paying for the storm sewer pipe. Carman seconded and it passed all ayes.

Police Officer Cory Jarchow and Shannon Cox requested support and approval for a fund raising project to purchase a drug dog. The estimated cost for the dog and training of Officer Jarchow would be about $12,000. A petition was signed by about 450 citizens in favor of the City getting a drug dog. They hope to raise enough in donations and grants to pay for the dog and related expenses. Featherlite has already pledged $1,000 and will donate a cage for the police car. Fisk's Farm & Home has pledged to help supply the dog food. Council was supportive of the idea of a drug dog to aid the police in their enforcement of drug laws. Council gave their support for the Police to begin fund-raising.

School Superintendent John Carver addressed Council to share the Vision of 2020 Howard-Winn. The world is changing and the traditional classroom educational system does not work anymore. Technology is being used with Junior High Students already having I-Pads and the 9th – 12th graders will also each have a digital device by next year. The fifth graders will graduate in 2020 and will have marketable skills to enter the workforce right out of high school. Science, Technology, Engineering and Math (STEM) are the new 3 R's that our students need to succeed. To transform this region, it needs to be a Community endeavor involving collaboration between the School Board, County Supervisors, City Councils, businesses and industries. Also,

a year from now they hope to have a "Start-up City", an incubator for tech start-up companies for students. Twitter is being used extensively for showing what is happening in school.

Mayor asked if there were any comments from the audience. Fire Chief Neal Stapelkamp reported the Fire Department voted to accept two new Firemen, Jamie Herold and Matt Andera, following their probation period. Fireman Brian Peter retired last week. He has been with the department for many years and will be hard to replace and they thank him for his dedication.

McGee made the motion to go into closed session pursuant to Iowa Code 21.5(j) at 7:30 pm. Loveless seconded and it passed all ayes.

McGee made the motion to go back into open session at 8:02 pm. Bouska seconded and it passed all ayes.

Carman moved to adjourn at 8:03 pm. Loveless seconded and it passed all ayes. The next regular Cresco City Council meeting will be October 1, 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:		
ACE ELECT	SUPP	267.27
ADVANCED SYS	MAINT	56.20
ALLIANT	ELECT	464.43
ALTORFER	SEWER ANYLS	120.00
BAKER & TAYLOR	BOOKS	1,341.95
BILLMYER FURNITURE	SUPP	30.00
BC / BS	INSUR	24,733.44
BOB'S ELECT	SRVC	392.35
BROWN SUPP	SUPP	62.37
CARQUEST	SUPP	216.95
CASPER P&H	SRVC	158.26
CITY OF CRES	INSUR	3,061.03
CITY OF CRES	UTIL	49.49
CRES CHAMBER	COMM GRANT	1,000.00
CRES SHOPPER	ADVERT	249.10
CRES SMALL ENG	SUPP	20.89
DM REGISTER	SUBSCRIP	240.02
EMORY WESTCOTT	MILEAGE	50.40
FENCO	SRVC	111.11
GROUP SRVC	FEE	348.50
HANSON TIRE	RPRS	1,094.60
HAWKEYE REC	ELECT	7,354.08
HAWKEYE SAN	SRVC	103.61
HEALTHY CONTR	FEE	10.00
HO COUNTY	SHARED LEC	12,557.58
HO COUNTY EXT	TRAINING	35.00
IA ONE	SRVC	49.50
IA PRISON IND	SUPP	54.50
KEYSTONE LAB	ANYLS	280.45
LOUIE BALK	SUPP	1,540.38
MODERN MRKT	SUPP	127.36
MUNICIPAL PIPE	SRVC	11,151.50
MYRON CORP	SUPP	155.19
NADA CAR GUIDE	PERIODICAL	98.00
NEVCO	SCOREBRD	3,787.80
NE IA SRVC	RPRS	602.99
OMNISITE	SRVC	87.72
PAYROLL		58,975.99
PETROLEUM MRKT	INSUR	750.00
PETTY CASH	POSTAGE	30.65
POOL TECH	SUPP	84.88
POSTMASTER	POSTAGE	100.00
RICOH	COPIES	57.93
RILEY'S	SUPP	1,121.14
RUPPERT	SUPP	584.17
RYAN BECKER	MAINT	127.50
SANDRY FIRE	SUPP	36.00
SIMMERING-CORY	REHAB HSNG	7,610.00
STOREY KEN	SUPP	223.91
THE EXCHANGE	FURN	198.00
TPD	ADVERT	136.60
U.S. CELLULAR	PHONES	126.13
UPSTART	SUPP	22.45
WEBER PAPER	SUPP	134.54
WILLIAM JAMERSON	PROG	250.00
	General Fund	46,631.69
	Road Use Tax	7,894.28
	Emp Benefits	29,225.17
	Local Option Tax	5,275.96
	Nuisance Fund	5.00
	Cresco Telecom	367.73

	Rehab / Housing	7,610.00
	Street Trust	42.65
	Water Utility	12,550.09
	MSSU Operation	31,701.15
	Water & Sewer C.I.	823.22
	Yard Waste	506.97
	EXPENDITURES	142,633.91
	Revenues 09/06 to 09/17/12	203,007.88

License Application (BC0016376)

Applicant

Name of Applicant: Casey's Marketing Company

Name of Business (DBA): Casey's General Stores #2511

Address of Premises: 601 2nd Ave SW

City: Cresco **County:** Howard **Zip:** 52136000

Business Phone: (563) 547-2255

Mailing Address: PO Box 3001

City: Ankeny **State:** IA **Zip:** 500218045

Contact Person

Name: Penny Patrick, Store Operations

Phone: (515) 965-6572 **Email Address:** penny.patrick@caseys.com

Classification: Class C Beer Permit (BC)

Term: 12 months

Effective Date: 11/23/2012

Expiration Date: 11/22/2013

Privileges:

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

Status of Business

BusinessType: Privately Held Corporation

Corporate ID Number: 184278 **Federal Employer ID #** 421435913

Ownership

42-0935283 Casey's General St

First Name: 42-0935283 **Last Name:** Casey's General Stores, Inc

City: Ankeny **State:** Iowa **Zip:** 500218045

Position Owner

% of Ownership 100.00 % **U.S. Citizen**

Julia L. Jackowski

First Name: Julia L. **Last Name:** Jackowski

City: Urbandale **State:** Iowa **Zip:** 50322

Position Assistant Secretary

% of Ownership 0.00 % **U.S. Citizen**

Michael Richardson

First Name: Michael **Last Name:** Richardson

City: Pleasant Hill **State:** Iowa **Zip:** 50327

Position President

% of Ownership 0.00 % **U.S. Citizen**

Robert C. Ford

First Name: Robert C. **Last Name:** Ford

City: Dallas Center **State:** Iowa **Zip:** 50063

Position Vice President

% of Ownership 0.00 % **U.S. Citizen**

Russell D. Sukut

First Name: Russell D. **Last Name:** Sukut

City: Ankeny **State:** Iowa **Zip:** 50021

Position Treasurer

% of Ownership 0.00 % **U.S. Citizen**

Insurance Company Information

Insurance Company: First Western Insurance

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:**

STREET CLOSING/PARADE PERMIT

DATE 9-13-12

NAME Kelly Moellers

PERMISSION TO CLOSE: 6th Ave W From Fairgrounds to West Stop Sign by cemetary.

REASON FOR CLOSURE: 5K Benefit Run

DATE: Sat. Nov 3, 2012

TIME: (from) 8:50 am (to) 10:10 AM

APPROVED: _____ SIGNATURE Kelly Moellers

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:

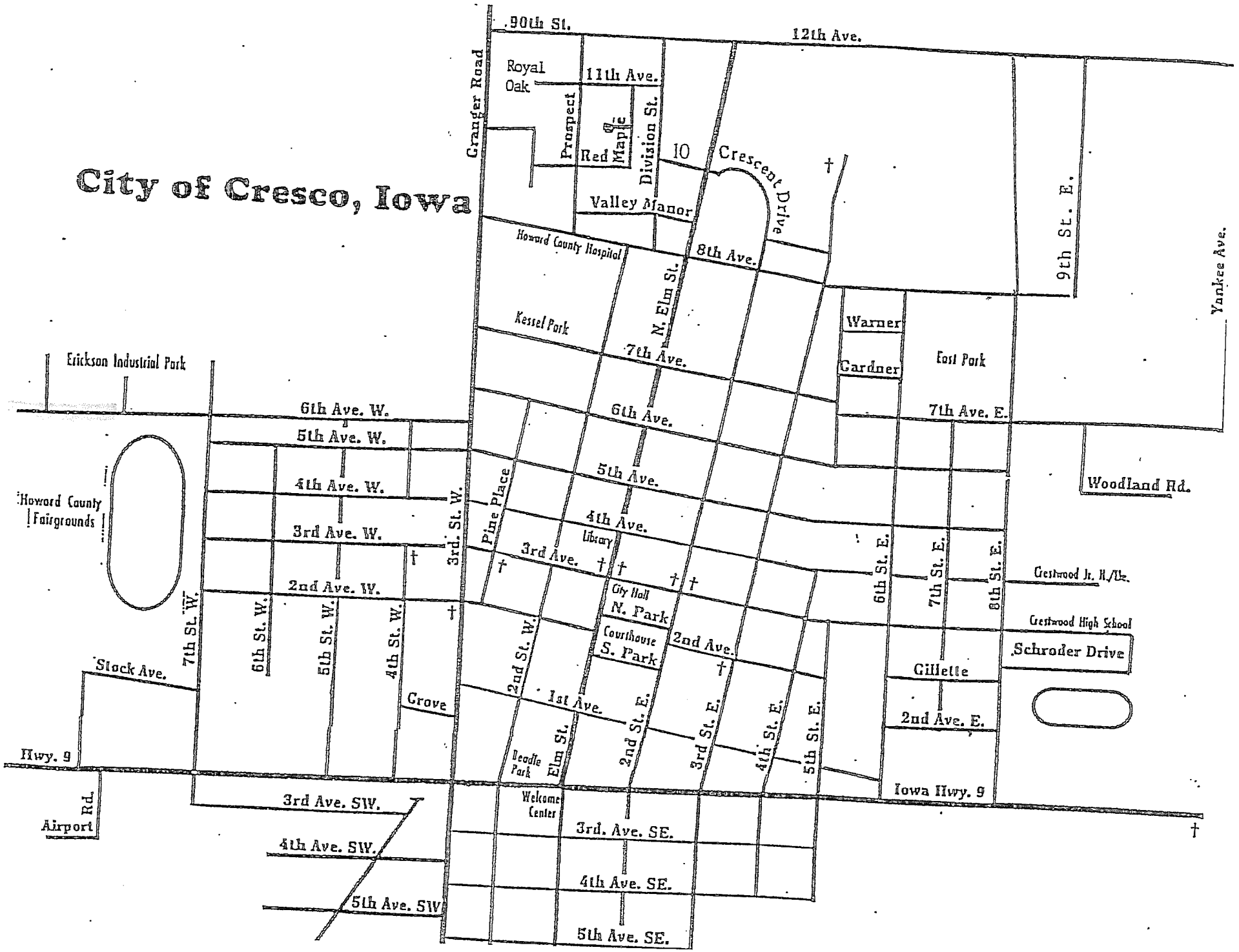
1. "Parade" Defined. "Parade" means any march or procession of persons or vehicles organized for marching or moving on the streets in an organized fashion or manner or any march or procession of persons or vehicles represented or advertised to the public as a parade.

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



IOWA ECONOMIC DEVELOPMENT AUTHORITY
200 East Grand Avenue | Des Moines, Iowa 50309 USA | Phone: 515.725.3000
iowaeconomicdevelopment.com

IOWA
economic development

September 20, 2012

Mark Bohle, Mayor
City of Cresco
130 North Park Place
Cresco, IA 52136

SUBJECT: Monitoring Summary of Master Contract Number 09-HSG-072

Dear Mayor Bohle:

This letter is a follow-up to the monitoring visit to the City of Cresco on August 9, 2012. I appreciate the courtesy extended by Michelle Girolamo and Melanie Mitchell from Simmering-Cory. The purpose of this visit was to provide technical assistance, determine the status of activities, and to generally review your grant management system.

As a result of the visit, the following comments and/or recommendations are provided.

GENERAL

The City of Cresco was awarded a grant in the amount of $267,200 under the Community Development Block Grant (CDBG) Program in the program year 2009. This grant was awarded to the City to conduct a housing rehabilitation activity within the City. Local funds to be contributed to the project are $40,000.

This monitoring visit consisted of a general compliance review of all applicable requirements of the CDBG program and an intensive review of the housing rehabilitation activity.

As of the date of this monitoring visit, the City was in the thirty-eight month of administering the 2009 CDBG program that was scheduled to take twenty-four months to complete. There have been two contract amendments extending the completion date to December 31, 2012. This review was conducted in order to review the progress that has been accomplished to date.

PROGRAM PROGRESS

Activity 97 – Rehabilitation of Private Property

As of the date of the monitoring visit, City had completed five of eight rehabilitation projects.

GENERAL COMPLIANCE REVIEW

Citizen participation

The City held its status of funds public hearing on March 19, 2012. The proof of publication and meeting minutes have been provided.

Administration Contract

The administration contract with Simmering-Cory, Inc. was reviewed and contained all federal required language.

Environmental
The environmental files were reviewed and in compliance with the CDBG Management Guide and Administrative Rules, and included individual environmental clearances from the State Historical Society for each specific housing unit assisted if required.

Contract Management
The construction contracts were reviewed and the federal contract provisions were included.

SATISFACTORY COMPLIANCE FOR THE REMAINING COMPLIANCE AREAS
Also reviewed during this monitoring visit were the program areas of Civil Rights, Procurement, Relocation Financial Management and Lead Based Paint. These program areas were in compliance with the requirements governing the CDBG program. The areas of Property Management, Labor Standards, Acquisition and Demolition were not applicable to the City's 2009 CDBG Housing Program.

In conjunction with the general compliance review, a review of the City's housing rehabilitation activity was conducted.

ON-SITE INSPECTION OF PROPERTY
Address: 506 2nd Avenue West
Cresco

On-site inspection of the project listed above was conducted. All work performed was in accordance to the bid specification and met HQS requirements. The workmanship on this project was satisfactory. The homeowner was pleased with the work completed on the property.

Again, I would like to thank Michelle Girolamo and Melanie Mitchell for the courtesy extended to me during the monitoring visit.

If you have any questions in regard to this letter or would like clarification, feel free to contact me at 515.725.3128 or jeremy.babcock@iowa.gov.

Sincerely,

Jeremy Babcock
Project Manager

Cc: Melanie Mitchell, Simmering-Cory
File 09-HSG-072

Cresco Tourism Advisory Committee
Travel & Tourism grant recommendations
21 Sept 2012 meeting summary

3rd Quarter 2012 Travel & Tourism Dollars
Available funds this Qtr: $4,940.92
Funds requested: $6,400.00

I. Members present: Bootie Kapler, Amy Bouska, and Teresa McGee.
Members absent: Joie Lukes, Linda Thompson, Zahid Ali.
HCBT present: Anna Schmauss, Spiff Slifka, and Jason Passmore.

II. Recommendations

1. Howard-Winneshiek Genealogical Society, Microfilm reader/printer
   a. requesting $3,000.00
   b. Committee understands the need for new equipment and along with their genealogy collection should receive an award, as we are aware of out-of-town visitors coming to do genealogical research here.
   c. Committee recommends awarding $2,000.00

2. Howard County Historical Society, marketing for Victor Coin Piano/Music Tour in Cresco
   a. requesting $1,0000.00
   b. Committee likes the project, but would like to see a concrete plan in place with enough time to properly market this event. Committee recommends a spring 2013 Tour and will set aside funding to be released once a tangible plan is in place and presented to Committee.
   c. Committee recommends reserving/awarding $1,000.00.

3. Sheltered Reality, purchasing drum sets
   a. requesting $2,400.00
   b. Committee encourages this group to organize and develop their local chapter, but does not believe this application meets the definition of Tourism. Once established, when Sheltered Reality hosts an event to draw people to Cresco we would consider marketing funds and strategies through this funding source.
   c. Committee recommends awarding $0.00.

III. Regular Business

a. Committee and City Hall have discussed ideas for changes in the on-line application process and City Hall has implemented many of those changes.

b. Committee recommends carrying over the $1,940.42 for future projects.

Tourism Advisory Committee Evaluation

Application	Time Sensitive or Need	Application meets Tourism Definition	Lodging	Qtr 3 Funds recommendation
Genealogy	M	M	L/M	$2,000.00
Historical Society	M/H	H	L/M	$1,000.00*
Shelter Reality	H	L	L	$0.00
Total				**$3,000.00**

H=high, M=medium, L=low

* recommends reserving funds until a tangible plan in place.

Cresco Tourism Grant Applications September 2012

Project Name:	Date:	Organization /Agency Requesting Funding:	Contact Person and Title:	Amount Requested	Total Projected Expenses:	Event Date (if applicable)	Project Completion Date	Describe the project. Will the project occur if not funded by the tourism grant?	How does this project promote Cresco tourism and how does it increase lodging use within the community?
Microfilm ST ViewScan	09/03/2012	Howard-Winneshiek Genealogical Society	Jan Wearda	$3,000	$10,700– See separate sheet	Not applicable	As soon as possible because the present microfilm reader-printer is experiencing difficulties and parts have become impossible to obtain..	Obtain a new Microfilm ST ViewScan.	Since our genealogy collection already is and the new machine will be housed in the Cresco Public Library, the microfilm and the machine will be available anytime during library hours six days a week. We know that researchers come from our surrounding towns, our state, and from throughout the United States to use our microfilmed collection of county newspapers; census records; birth, marriage, and death records, the Joshua Williams diaries, etc. In addition, they patronize our restaurants, hotels, wellness center, theater, gas and convenience stores, shops, and gift stores. While here, these genealogists are likely to participate in special community events such as the Norman Borlaug Harvest Fest, the Fly-in Breakfast and Art Show, the Howard County Fair, etc. We expect that our state-of-the-art machine and our collection will continue to draw genealogists to Cresco for many years to come.
Marketing Victor Coin Piano and Music Tour in Cresco	09/10/2012	Howard County Historical Society	Don Gooder, President	$1,000		A Sunday (TBD) in October 2012	12-Oct	The Victor Coin Piano is one-of-a-kind in northeast Iowa and needed to be restored. It is back in Cresco, but not completely paid for. We would like to have a Music Tour in Cresco on an October Sunday(s) to help raise funds for this unique and historic piano. Our goal is to advertise in and outside of Cresco to invite people of all ages to get on a bus and experience a day of music in Cresco. For a fee, we will take people to various places in Cresco, listen to organ music, piano music, etc... and end up at the museum to see and listen to the Victor Coin Piano that has just been refurbished. From their our goal is to bus the ticket holders to a catered dinner where more music can be enjoyed (Elm Street Singers, high school group, etc...) and then brought back to their cars. We are asking for marketing money to promote this event in Cresco. We hope to fill up at least two buses if not more through this event. We want to advertise in Rochester, Charles City, New Hampton, Mason City, Decorah, and of course locally through print and radio. We will also utilize as many free online resources as we can.	We believe that this event will bring more people to Cresco. We also believe we can bring people to Cresco that haven't been here or haven't been here for a while. As we bus everyone from forum to forum, we will be able to promote Cresco, up-coming events, have a packet of information from Howard County Business & Tourism/Cresco Chamber inviting everyone to return to shop our specialty and retail stores, eat in our restaurants, and stay overnight in our hotels and B&B's. With this captive audience we think we can make a long-lasting and positive impact economically in Cresco. If this goes over well, we may hold more Sundays in Cresco and be able to promote our city even further!
Sheltered Reality	09/14/2012		Diana Sobolik	2400				Sheltered Reality is a national non-profit organizations which brings children together to for a cause. Sheltered Realities Mission Statement: Sheltered Reality (SR) employs the power of music to engage and motivate audiences to make positive changes both in themselves and the world they live in. Through stories of hardship and triumph, and a sequence of Steps of Success, SR teaches personal empowerment and character building, and then encourages the application of these abilities to its primary focus of advocacy for youth in crisis. The reason we are asking for this grant is to be able to bring a group to the Cresco, IA area. Each set of drums runs about $600.00 per set. This amount is hard for individual families to purchase. At the present time we would like to purchase 4 sets to get the site started.	Sheltered Reality would schedule shows in the Cresco area for the Fair, Snowfest, Norman Borlaug Fest, etc. At the present time my son travels to Austin, Mason City and Rochester for practice and while we are there I have been to Walmart and Restaurants. If we could bring families from outlying areas to Cresco for practice and shows this would also promote eating establishments and retail. When Sheltered Reality would go to other areas to perform shows, Cresco would be known as the Cresco based group. We have already had multiple inquiries regarding Sheltered Reality from businesses, individuals and other organizations.

HOWARD-WINNESHIEK GENEALOGICAL SOCIETY
Microfilm ST ViewScan Budget
Revised August 1, 2012

Income

Grants		
Howard County Community Foundation (confirmed)	$1,350	
~~Grace Hughes Foundation (confirmed)~~	~~$ 100~~	
Cresco Travel and Tourism (pending)	$3,000	
Alliant Energy (confirmed)	$1,000	
Society-sponsored Fund Drive		
Letters to community members (pending)	$5,250	
Total Income as Budgeted		$10,700

Expenses

Fund Drive		
Stamps	$125.00	
~~Envelopes, paper, and ink~~	~~$ 20.00~~	
Advertising	$100.00	
Cost of New Machine		
(Priced at machine, tax and shipping)		
	~~$10,455.00~~	
Total Expenses		$10,700

City of Cresco Hotel/Motel Tax **Paid and Committed** 09/18/2012

	Awarded but Not Paid Yet	
1st Qtr Awards - April 2011		
Theatre Projector & Restoration-fundraiser	441.36	partial pd
1st Qtr Awards - April 2012		
Cresco Comm Theatre mkt bus tours	500.00	
How-Winn Alumni & Foundation mailing	700.00	
2nd Qtr Awards - July 2012		
HCBT - Video	2,000.00	
Cresco Chamber - Norman Borlaug Fest	2,000.00	
Committed not yet pd	5,641.36	

Fund Balance	18,629.78
Less Committed not yet pd	(5,641.36)
Available fund balance	12,988.42

Current Qtr Tax Rec'vd	4,940.92
(Included in available fund balance above)	

Projects not completed or reduced expense

Chamber	Flag Program - not done	211.00
Boyscouts	Kiwanis project - not done	332.16
Chamber	Tri State Bike - less cost	57.00
HCED & Creger	Haunted House - less cost	3.99
FIT Running Club	Turkey Trot - less cost	4.29
Chamber	Holiday Parade 2011 - less cost	98.00

City of Cresco Hotel/Motel Tax Paid and Committed

09/18/2012

		Amounts Paid
2008 Awards (April, July, October)		
City	Xmas Decorations	2,412.10
Chamber	Tent	2,070.00
Cruise	Advertising	240.00
HCEDC	Brochures	1,220.00
City	Xmas Decorations	2,686.50
Ho Co Ag SocietyDisplay Case		970.00
		9,598.60
4th Qtr Awards - January 2009		
Chamber	Light Display	2,000.00
Chamber	Beadle Park(TriState Bike Tour)	1,110.00
Chamber	Cresco Brochure	1,417.00
HC Ag Society	Fair Advertising	2,086.00
HCED NEITA	Brochure	1,333.00
HCED	Bike/Statue Brochures	1,458.00
		9,404.00
1st Qtr Awards - April 2009		
Chamber	Kids games	700.37
Chamber-Cruise	Prizes, Incentives	574.64
Chamber	Xmas lights	498.25
Cr Com Theatre	Theatre lighting	697.55
HC Conservation	Xcntry ski trail groomer	249.12
Wrestling HOF	Website developmt	498.25
Jaycees	Demo Derby, Firewks	806.66
		4,024.84
2nd Qtr Awards - July 2009		
Cresco Chamber	Xmas lights	753.00
Cresco Chamber	Harvest Fest Entertain	619.33
HCED & E911	E-911 Maps	550.00
HCED & Kiwanis	Circus Tickets	624.00
		2,546.33
3rd Qtr Awards - October 2009		
FIT Running Club	Turkey Trot/Brew & Stew	1,495.71
CCT & Chamber	CCT & All school reunion	2,000.00
Chamber	Interpretive Walkway	1,000.00
HCED & Creger	Haunted House	496.01
		4,991.72
4th Qtr Awards - January 2010		
CRICCET	Welcome Sign	3,000.00
Comm Theatre	All school reunion-rent	500.00
HCEDC	reprinting brochures	1,000.00
		4,500.00
1st Qtr Awards - April 2010		
All School Reunion	music, advertising	866.90
Cresco Chamber	family fun nights	500.00
HC Fair	advertising	2,450.00
		3,816.90
2nd Qtr Awards - July 2010		
Norman Borlaug Fest - marketing		1,177.00
Prairie Springs Rec Trail		2,000.00
		3,177.00

City of Cresco Hotel/Motel Tax Paid and Committed

09/18/2012

3rd Qtr Awards - Oct 2010			
Chamber	Buy Local/Shop Cresco	883.12	
HCBT/Historic Soc	Restore Log Cabin	1,000.00	
HCED (tourism)	Norman Borlaug DVD	2,000.00	
Chamber	Santa Parade	500.00	
		4,383.12	
4th Qtr Awards - January 2011			
Driftrunners	marketing	2,500.00	
HW Geneology Soc	geneology project	727.44	
Jaycees	fireworks	2,500.00	
		5,727.44	
1st Qtr Awards - April 2011			
Howard Co Ag Soc	HC Fair advertising	1,412.62	
Chamber	Family Fun Nights	1,200.00	
Jaycees	Demo Derby adv	1,200.00	
Theatre Projector & Restoration-Fundraiser		2,058.64	(partial $2500 award)
		5,871.26	
2nd Qtr Awards - July 2011			
Kiwanis	Circus tickets for kids	500.00	
Cresco Theatre Comm	Avenue 2	3,000.00	
Cresco Fine Arts	mktg	500.00	
Chamber	Norman Borlaug Fest	976.15	
WA TAN YE	national convention	750.00	
		5,726.15	
3rd Quarter Awards - October 2011			
Chamber Membership-Jingle in your Pocket		1,000.00	
Driftrunners	Trail maps	1,000.00	
Chamber	Holiday Parade 2011	402.00	
		2,402.00	
4th Qtr Awards - January 2012			
Driftrunners	new groomer	1,500.00	
Historical Society	restore player piano	2,500.00	
		4,000.00	
1st Qtr Awards - April 2012			
Criccett / Theatre Co	Avenue 2	3,000.00	
Cresco Jaycees	Motorcross races	2,100.00	
Cresco Chamber	Family Fun Nights	915.30	
		6,015.30	
2nd Qtr Awards - July 2012			
How Cty Ag Society	How Co Fair advertising	2,000.00	
How Cty Peace Officers	National Night Out	526.29	
Cresco Fine Arts Council	Art Show	550.00	
		3,076.29	
GRAND TOTAL HOTEL / MOTELPAID OUT		79,260.95	

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT FOR REFUSE COLLECTION SERVICES WITH HAWKEYE SANITATION, INC.

WHEREAS, it is necessary for the City of Cresco to enter into a formal agreement for refuse collection services, and

WHEREAS, the State of Iowa has mandated that municipalities shall be required to reduce the tonnage of refuse that the community generates and disposes in landfills, and

WHEREAS, the City of Cresco believes that curbside recycling is an efficient and effective means toward meeting the requirement of the Iowa law, and

WHEREAS, the Hawkeye Sanitation, Inc. agrees to collect recyclables biweekly and all other refuse weekly from all residences, commercial and governmental properties within the City limits.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and City Clerk are authorized and directed to sign the written agreement with Hawkeye Sanitation, Inc. for Refuse Collection Services for the City of Cresco, Iowa.

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

Ayes: _____
Nays: _____
Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the Refuse Collection Services Agreement between the City of Cresco and Hawkeye Sanitation, Inc. 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 _____, 2012.

BY:_____
Mayor Mark Bohle

ATTEST:_____
City Clerk Michelle Girolamo

SOLID WASTE DISPOSAL AND RECYCLING PROPOSAL WITH THE CITY OF CRESCO, IOWA

January 1, 2013, through December 31, 2017

Hawkeye Sanitation proposes to continue services of solid waste disposal and recycling for a period of five (5) years as per the terms of the current contract with the City of Cresco signed on December 21, 2007, with the following additions and/or changes:

SECTION 1, I:
Add the following: "Each unit of a multifamily dwelling shall be considered a separate dwelling unit for purposes of billing."

SECTION 1, K:
Remove. Hauler no longer recycles glass due to its lack of marketability.

SECTION 1, T:
Remove "glass containers" and add "plastic containers #1 and #2".

SECTION 2, G:
Add the following: "The Schedule of Fees is also subject to a rate adjustment in the event other costs of operations, including fuel costs, increases. In the case of an increase, the Hauler will, upon Council request, show justification for such increase."

SECTION 5, B:
Change the wording to read "the Hauler may elect to collect the residential solid waste on the day <u>before or</u> <u>the day</u> after the holiday."

SECTION 5, G:
Delete "Household appliances"

SECTION 18:
The address for Hawkeye Sanitation, Inc. shall be changed to 466 Airport Road, Cresco, Iowa 52136.

APPENDIX "A"
SCHEDULE OF FEES:

FEE FOR RECYCLABLES:

This fee is based on a current rate which does not include a tipping fee. This fee would change should a tipping fee be imposed and future changes would be based on increases and decreases in any such tipping fee.

	Monthly Recycling with 2% Increase Per Year	Monthly Recycling Per Capita Per Household Meter with 2% Increase Per Year	Total Monthly Recycling with 2% Increase Per Year
Year 1	$3.00	$1.29	$4.29
Year 2	$3.06	$1.32	$4.38
Year 3	$3.12	$1.35	$4.47
Year 4	$3.18	$1.38	$4.56
Year 5	$3.24	$1.41	$4.65

FEES FOR NON-RECYCLABLE WASTE:
This rate includes tipping fees:
A.

	Monthly Residential: One or two people residing at a residential property where one or both people are 65 years of age or older - with 2% Increase Per Year	Monthly Residential: All other persons residing at a residential property - with 2% Increase Per Year
Year 1	$14.94	$15.49
Year 2	$15.24	$15.80
Year 3	$15.54	$16.12
Year 4	$15.85	$16.44
Year 5	$16.17	$16.77

B. City of Cresco and all Municipal Subdivisions. No charge

C. Commercial property, schools, county, State and federal property and facilities. Negotiated fee Appendix "B"

D. Bulky Waste Fees are based on each item collected for disposal. Negotiated fee based on item.

Submitted by: Dated: 9/25/12
Hawkeye Sanitation, Inc.

William Ross Merritt, III
President

APPENDIX "B"
SCHEDULE OF FEES

COMMERCIAL:
This rate includes tipping fees:

A. Light Commercial:

		Monthly Light Commercial - with 2% Increase Per Year
13	Year 1	$19.26
14	Year 2	$19.65
15	Year 3	$20.04
16	Year 4	$20.44
17	Year 5	$20.85

B. Other Commercial (including School, County, State and Federal properties and facilities): Fees for recyclable and non-recyclable waste shall be negotiated between the Hauler and the commercial user and billed by the City.

AGREEMENT FOR REFUSE COLLECTION SERVICES

HAWKEYE SANITATION, INC.
AND
CITY OF CRESCO, IOWA

JANUARY 1, 2013 THROUGH DECEMBER 31, 2017

AGREEMENT FOR REFUSE COLLECTION SERVICES

This agreement made by and between the City of Cresco, Iowa, a Municipal Corporation, hereinafter referred to as "City" and Hawkeye Sanitation, Inc., an Iowa corporation, hereinafter referred to as "Hauler".
Whereas, the State of Iowa has mandated that municipalities shall be required to reduce the tonnage of refuse that the community generates and disposes in landfills.
Whereas, the city believes that curbside recycling is an efficient and effective means toward meeting the requirement of the Iowa law and to assist the City in achieving this goal.
In consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1 - DEFINITIONS

A. "Aluminum Cans" shall mean disposable aluminum beverage containers.

B. "Ashes" shall mean the residue from the burning of wood and other non-hazardous combustible material which is cool and not combustible.

C. "Brush" shall mean woody stems and branches greater than one-half (1/2) inch diameter, evergreen trimmings, and thorny brush.

D. "Bulky Waste" shall mean large household appliances, including, but not limited to, stoves, refrigerators, television sets, washing machines, dryers, logs, and other items of similar size and fixtures and materials too large to fit into a bag or rigid container.
Bulky waste does not include tires, hazardous substances, dead animals, batteries or fluorescent tubes and ballasts.

E. "City" shall mean the, City of Cresco, Iowa.

F. "Collection Bag" shall mean a plastic water tight bag of either 33 gallon or 20 gallon capacity securely tied or sealed. The 33 gallon size bag shall not exceed 40 pounds when full. The 20 gallon size bag shall not exceed 20 pounds when full. Collection bags may be used only for refuse.

G. "Construction and Demolition Waste" shall include, but not be limited to, lumber, roofing material, sheathing, rubble, broken concrete, plaster, brick, conduit, pipe, wire insulation and similar materials which result from a construction, demolition, or remodeling processing.

H. "Curbside" shall mean the area next to the curb or traveled portion of the roadway.

I. "Dwelling Unit" shall mean any room or group of rooms located within a building and forming a single habitable unit with facilities that are used or intended to be used for living, sleeping, cooking, and eating. Each unit of a multifamily dwelling shall be considered a separate dwelling unit for purposes of billing.

J. "Grass and Garden Waste" shall mean grass clipping, non-woody dead plants, weeds, flowers, and twigs less than one-half (1/2) inch in diameter.

K. "Hauler" shall mean Hawkeye Sanitation, Inc., of Cresco, Iowa.

L. "Household" shall mean persons that reside together in a Dwelling Unit.

M. "Leaves" shall mean leaves from deciduous trees and shrubs.

N. "Newspaper" commonly referred to as newsprint and distributed at fixed intervals, having printed thereon news and opinions containing advertisements and other matters of public interest. Soiled newspapers are excluded.

O. "Non-Collectible Waste" shall mean paint in liquid form, poisons, acids, caustics, explosives, and other hazardous substances that may cause damage or injury to collection equipment or personnel, human or animal excrement and dead animals.

P. "Paper Bag" shall mean a paper container that is capable of being shredded and will decompose in a compost pile.

Q. "Residential Solid Waste" shall mean refuse, recyclable and bulky waste.

R. "Refuse" shall mean solid waste, such as food waste, trash, rags, ashes, ceramics, non-recyclable glass, paper (except newspaper), obsolete household goods, non-recyclable plastics and similar items produced or originating within Dwelling Units. Recyclable shall be treated as refuse if not properly disposed of as set forth herein.
Refuse does not mean household generated hazardous substances.

S. "Recyclable" shall mean designated consumer wastes which are collected and marketed for resource recovery, including newspaper, tin and steel cans, aluminum beverage containers, and plastic containers #1 and #2 or any other items which are accepted by the recycling center or designated by the Hauler.

T. "Recyclable Container" shall mean a rigid plastic and/or rubber rectangular box, of not less than 18 gallon capacity designated for the collection and disposal of recyclables or any other type of container as agreed to by the City and Hauler.

U. "Removal" shall mean collection and disposal.

V. "Rigid Container" shall mean a closed and waterproof plastic, or rubber container of either 33 gallon or 20 gallon The 33 gallon container shall not exceed 40 pounds when full. The 20 gallon container shall not exceed 40 pounds when full.

W. "Tin and Steel Can" shall mean a clean container made of tin coated iron or steel in which food or beverages are preserved.

X. "Yard Waste" shall mean grass, garden waste, leaves and brush.

Y. "Tipping Fee" shall mean the price per ton of solid wastes deposited at the Winneshiek Sanitary Landfill and charged to the Hauler by the Winneshiek Sanitary Landfill.

Z. "Customer" shall mean and have reference to "Household" and places where recyclables, non-recyclable waste and bulky waste is picked up, including residencies, commercial establishments, schools, County, State and Federal Properties and Facilities and any other place or property where such items are picked up.

SECTION 2 - SCOPE OF WORK

A. The Hauler agrees to collect and dispose of recyclables from each single family dwelling, two (2) unit family dwelling, and each Commercial, School, County, State and Federal Property and Facility within the Cresco City limits once every two (2) weeks. The monthly cost per Dwelling Unit and per each Commercial, School, County, State, and Federal Property and Facility for collecting and disposing of recyclables shall be as set forth in the "Schedule of Fees" attached as Appendix "A". A Supplemental Fee Schedule, Appendix "B", which includes commercial contracts, and exceptions, and made a part of this Agreement by this reference. Appendix "B" may be obtained at Cresco City Hall or Hawkeye Sanitation, and shall be amended from time to time to reflect the changes to commercial contracts, and the most recent Schedule "B" shall be kept available at Cresco City Hall or Hawkeye Sanitation.

B. The Hauler agrees to collect and dispose of all refuse for each of the Dwelling Units and each of the Commercials, School, County, State, and Federal Properties and Facilities listed above once each week. All refuse for Dwelling Units must be placed at the curbside in an approved container which does not exceed the weight and capacity limits approved by the City. The cost of such services shall be as set forth in the "Schedule of Fees" attached as Appendix "A" and Appendix "B" and made a part of this Agreement by this reference.

C. The Hauler agrees to collect and dispose of all refuse for the City of Cresco and all municipal subdivisions once each week at no charge. "No charge" to the City of Cresco and all municipal subdivisions for the collection and disposal of all refuse is shown in the Schedule of Fees attached as Appendix "A" and Appendix "B", and made a part of this Agreement by this reference.

D. The Hauler shall not be responsible for the collection of any yard waste, including brush, grass and garden waste and leaves from any dwelling unit, Commercial, School, County, State or Federal Property and Facility.

E. The cost for all such services as described in Subparagraphs A and B above are set forth in the Schedule of Fees (Appendix "A" and Appendix "B"). All such services as provided in Subparagraphs A and B above shall be billed by the City and the City shall assume full responsibility in collecting the fees according to Appendix "A" and Appendix "B".

F. The Hauler agrees to collect and dispose of all bulky waste pursuant to the Schedule of Fees (Appendix "A" and Appendix "B"). The Schedule of Fees shall be maintained at the City Clerk's office and the office of the Hauler. Bulky waste shall be collected by a separate Agreement between the Hauler and the owner or occupant of the Dwelling Unit and any Commercial, School, County, State, and Federal Property and Facility requesting the disposal of such bulky waste. Billing and payment shall be by separate arrangement between the Hauler and the owner or occupant of the Dwelling Unit and any Commercial, School, County, State, and Federal Property and Facility.

G. The Schedule of Fees attached hereto (Appendix "A" and Appendix "B") is based on the current per ton landfill Tipping Fee Schedule. The Schedule of Fees is subject to a rate adjustment in the event the Winneshiek County Landfill Tipping Fee is increased or decreased. The Hauler will report to the City any increase or decrease in the Tipping Fee, the date of the anticipated increase or decrease and the amount of the increase or decrease. The Schedule of Fees relating to recyclables may be subject to a rate increase in the event the Hauler is required to pay a Tipping Fee or any type of fee relating to the delivery or disposal of recyclables. The Hauler is required to pay all tipping fees to the Winneshiek County Landfill. In the event the tipping fee is increased, the increased cost of the tipping fee shall be passed onto the customers by increasing the Schedule of Fees referred to in Appendix "A" and Appendix "B". The collection and disposal fees charged by the City or by the Hauler may be increased or decreased in the event the landfill tipping fee either increases or decrease. Such rate adjustments shall correspond to any increase or decrease in the tipping fee charged relating to the delivery or disposal of recyclables. The Schedule of Fees is also subject to a rate adjustment in the event other costs of operations, including fuel costs, increases. In the case of an increase, the Hauler will, upon Council request, show justification for such increase.

SECTION 3 - CHANGE OF NAMES OR ADDRESS

The City shall furnish to the Hauler on a monthly basis any and all changes of names of persons occupying the various properties and facilities referred to in Section 2 above.

SECTION 4 - TERM OF CONTRACT

It is agreed that this contract will run for a five-year period. The garbage rate will increase two percent (2%) each year of the contract. Any increase in tipping fees will be passed onto the customers. This Agreement shall be in force from January 1, 2013 to December 31, 2017, after approval by the City Council of the City of Cresco, Iowa.

SECTION 5 - COLLECTION SERVICE REQUIREMENTS

A. The collection of residential solid waste shall be confined to, Monday, Tuesday, Wednesday, Thursday and Friday and such collection shall be allowed in any week in which New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, or Christmas Day are observed on the aforementioned weekdays. The Hauler shall determine the hours and days for the Collection and Disposal of Solid Waste from any Commercial, School, County, state, and Federal Property and Facility.

B. If the collection day falls on the observance of New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, or Christmas Day, the Hauler may elect to collect the residential solid waste on the day before or after the holiday. If the Hauler elects to collect the residential solid waste on the day before or after the holiday, the Hauler shall publish its holiday collection schedule.

C. The Hauler shall provide sufficient personnel and equipment to complete the collection of all refuse and recyclables in any established collection district within the City on one day.

D. All residential, Commercial, City, Municipal subdivision, School, County, State, and Federal Property and facility solid waste materials collected by the Hauler shall become the property of the Hauler at the time of collection.

E. The Hauler shall use its best efforts to remove from the City all solid waste collected each day and shall use its best efforts to dispose of the same outside of the City at a licensed landfill approved by the City or other City approved disposal or recycling center.

F. The Hauler shall not be required to remove waste building materials and other waste material from the construction, alteration, repair, moving or demolition of a building or from the promotion and development of property by a real estate or commercial agent or from commercial, industrial or manufacturing process.

G. Interior remodeling and containable refuse must be collected and disposed of, by the Hauler, if the owner/occupant contacts the Hauler and makes necessary arrangements to have the above items disposed of. Such service furnished by the Hauler will be charged to said owner/occupant in accordance with the approved Schedule of Fees maintained at the office of the Hauler. Such special services shall be billed and collected by the Hauler.

H. The Hauler shall be responsible for the submission of monthly reports, including but not limited to: receipts of the total weight of recyclable materials collected and receipts of the refuse tonnage disposed of at the landfill.

I. The Hauler shall haul (transport) all refuse to such landfill as the City directs, and the Hauler shall haul (transport) all recyclables to such receiving center as the City directs.

SECTION 6 - VEHICLES

A. All trucks, trailers, and other equipment used to collect, haul or transport residential solid waste shall at all times be kept clean, in good repair and well painted.

B. Each collection vehicle shall be constructed and used in such a manner so that solid residential waste will not blow, fall or leak out of the vehicle.

SECTION 7 - RECYCLABLE CONTAINERS

A. The Hauler shall purchase a sufficient number of recyclable containers and sell the recyclable containers (at no profit to Hauler) to the residents. The City shall bill the residents for the purchase of the containers. Such recyclable containers shall be rigid plastic and/or rubber rectangular boxes of not less than an 18 gallon capacity.

B. The Hauler may choose whether the recyclables in the container may be co-mingled or must be separated by the use of paper sacks or other appropriate means.

C. The Hauler shall make its own arrangements with any Commercial, School, County, State, and Federal Property and facility as to required collection containers.

SECTION 8 - ROUTES AND CHANGES

A. The Hauler shall prepare and file with the City, prior to the commencement of this Agreement, a collection and disposal schedule together with a complete map of the residential solid waste collection district (s) within the City. The Hauler shall indicate thereon in an appropriate and easily understandable manner the days of collection for each district(s). This schedule shall be subject to the approval of the City.

B. The collection schedule when approved by the City shall be maintained unless the Hauler and/or City request a change and notice thereof is given as hereinafter provided.

C. A map and schedule shall be provided to the City at no charge for posting at City Hall.

D. The schedule shall contain a map or sketch delineating the boundaries of each district, the day or days of the week upon which collections will be made and the name, address and phone number of the Hauler and any other information deemed necessary. Thereafter, before any change in the collection schedule is made, the Hauler shall provide the City with a proposed revised collection schedule and a new map.

SECTION 9 - COMPLAINTS

A. If a dwelling unit is missed, which is not the fault of the dwelling unit owner or tenant, the Hauler shall collect that dwelling unit no later than 10:00 A.M. of the day following the date of notification, provided that day is not a Saturday or Sunday. If the following day is a Saturday or Sunday, the Hauler shall collect the missed dwelling unit on the following Monday.

SECTION - 10 METHOD OF PAYMENT OF THE SCHEDULE OF FEES PER APPENDIX "A" AND APPENDIX "B" AND FEE CHARGED TO HAULER BY CITY

A. The City shall be responsible for the billing and collection of fees for recyclable and non-recyclable waste as per the rates set forth in Appendixes "A" and "B". The Hauler shall be responsible for the billing and collection of fees for bulky waste. The City will pay to the Hauler on a monthly basis the amount collected for recyclables and non-recyclable waste to households and customers per Appendix "A" and Appendix "B".

B. The City shall charge the Hauler and the Hauler agrees to pay the City a monthly fee of $1,150.00 for the City's responsibility in the billing and collection of the fees as provided above. The fees charged by the City to the Hauler shall remain in full force and effect during the term of this agreement.

The Hauler shall pay the City the said monthly fee each month when the City pays the Hauler its monthly fee owed to the Hauler.

C. Since the City assumes the responsibility for the collection of recyclable and non-recyclable waste, the City shall use all proper and legal means at its disposal to collect said unpaid accounts.

SECTION 11 - STATUTES AND REGULATIONS

A. The Hauler shall at all times comply with all applicable provisions of the Cresco Code of Ordinances and Amendments thereto, that may be enacted by the City Council. In addition, the Hauler shall comply with all laws and regulations of Howard County, the State of Iowa, and the United States now in effect or hereinafter enacted.

SECTION - 12 PERSONNEL

A. All employees of the Hauler shall be of good character and no employee of the Hauler shall be permitted to work in the City who is found to be troublesome, disorderly, or otherwise objectionable as determined by the Hauler.

SECTION 13 - PERMITS AND LICENSES

A. The Hauler shall obtain all permits and licenses required by the City, County and state necessary to provide the above-described collection, hauling and disposal services.

SECTION 14 - INSURANCE

A. The Hauler shall maintain Public Liability Insurance in the amount of not less than One Million Dollars ($1,000,000.00) for personal injuries, including accidental death, to anyone (1) person and in the amount of not less than One Million Dollars ($1,000,000.00) for injuries, including accidental death on account of anyone (1) Accident and Property Damage Insurance in an amount of not less than One Million dollars ($1,000,000.00). The Hauler must provide the City with a copy of the above mentioned insurance policies.

SECTION 15 - PERSONAL LIABILITY

A. No member of the City Council or other City official, employee or agent of the City shall be personally responsible for any liability arising under this Agreement.

B. Nothing in the document or any contract entered into with the City shall be deemed to make an employee of the Hauler a City employee.

SECTION 16 - WORKERS' COMPENSATION INSURANCE

A. The Hauler shall at all time be fully insured at its own expense with Workers' Compensation Insurance as mandated by the laws of the State of Iowa.

B. No work shall be performed by the Hauler during any period that it is not covered by Workers' Compensation Insurance or any other insurance as required by this Agreement. In such an event, the applicable provisions hereof shall apply the same as when the Hauler fails to collect and dispose of garbage. The Hauler shall file a certificate with the City showing said insurance to be in full force and effect for the entire term of the contract.

SECTION 17 - TERMINATION

A. The breach of any of the terms and conditions of this Agreement on the part of the Hauler shall be ground for the cancellation and termination of this agreement. The City, upon such termination, shall have the right to contract with other parties to perform the obligations as provided herein and in such event, the City shall hold the Hauler and its surety liable for any excess costs for performing such work in excess of the cost to the City if the Hauler had continued to perform in the manner anticipated at the time this contract was awarded.

B. Failure to comply with the terms of this Agreement relative to the collection and disposal of residential solid waste and/or recyclable materials on the part of the Hauler, by reason of weather, major disaster, epidemic, or other emergency within the City as determined by the City or Hauler, shall not constitute a breach of this Agreement nor be grounds for termination of this Agreement.

SECTION 18 - NOTICES

The parties may be notified or contacted at the following addresses and phone numbers:

City of Cresco City Hall 130 N Park Place Cresco, Iowa 52136	Phone: 563-547-3101 Fax: 563-547-4525
Hawkeye Sanitation, Inc. 466 Airport Road Cresco, Iowa 52136	Phone: 563-547-3828 Fax: 563-547-9912

SECTION 19 - PAYMENT OF EMPLOYMENT TAXES AND SALES TAX

A. All employment taxes owed by Hauler on its employees shall be paid by Hauler and the City shall not have any responsibility for paying Hauler's employment taxes on its employees. Hauler shall also be responsible for paying any State Sales Tax owed to the Iowa Department of Revenue, State of Iowa.

SECTION 20 - ASSIGNMENT OR SALE BY HAULER SUBJECT TO APPROVAL -BY CITY

A. Hauler shall not assign this Agreement or sell its business and/or routes to a purchaser without the written approval by the City. The City shall not unreasonably withhold its approval; however, the City shall have the right not to give its approval for any good and valid reason. A good and valid reason for the City not giving its approval would include, but not limited to, the inability of the new hauler to perform or carry out the requirements of the Hauler under this Agreement or the poor past performance of the new hauler in carrying out or performing the Hauler's duties under similar agreements pertaining to refuse services for other cities.

APPENDIX "A"

SCHEDULE OF FEES

FEE FOR RECYCLABLES:

This fee is based on a current rate which does not include a tipping fee. This fee would change should a tipping fee be imposed and future changes would be based on increases and decreases in any such tipping fee.

	Monthly Recycling with 2% Increase Per Year	Monthly Recycling Per Capita Per Household Meter with 2% Increase Per Year	Total Monthly Recycling with 2% Increase Per Year
Year 1	$3.00	$1.29	$4.29
Year 2	$3.06	$1.32	$4.38
Year 3	$3.12	$1.35	$4.47
Year 4	$3.18	$1.38	$4.56
Year 5	$3.24	$1.41	$4.65

FEES FOR NON-RECYCLABLE WASTE:

This rate includes tipping fees:

A.

	Monthly Residential: One or two people residing at a residential property where one or both people are 65 years of age or older - with 2% Increase Per Year	Monthly Residential: All other persons residing at a residential property - with 2% Increase Per Year
Year 1	$14.94	$15.49
Year 2	$15.24	$15.80
Year 3	$15.54	$16.12
Year 4	$15.85	$16.44
Year 5	$16.17	$16.77

B. City of Cresco and all Municipal Subdivisions. — No charge

C. Commercial property, schools, county, State and Federal property and facilities. — Negotiated fee Appendix "B"

D. Bulky Waste Fees are based on each item collected for disposal. — Negotiated fee based on item.

APPENDIX "B"
SCHEDULE OF FEES

COMMERCIAL:
This rate includes tipping fees:

A. Light Commercial:

	Monthly Light Commercial - with 2% Increase Per Year
Year 1	$19.26
Year 2	$19.65
Year 3	$20.04
Year 4	$20.44
Year 5	$20.85

B. Other Commercial (including School, County, State and Federal properties and facilities): Fees for recyclable and non-recyclable waste shall be negotiated between the Hauler and the commercial user and billed by the City.

Dated this _____ day of October, 2012

_____
Mayor Mark Bohle

_____
William Ross Merritt III, President
Hawkeye Sanitation, Inc.

Attest:_____
City Clerk Michelle Girolamo

State of Iowa)
) ss:
County of Howard)

On this _____ day of October, 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, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cresco, Iowa, a Municipal Corporation; that the seal affixed to the foregoing instruments is the corporate seal of the Municipal Corporation, and the instrument was signed and sealed on behalf of the Municipal Corporation. Mayor Mark Bohle and City Clerk Michelle Girolamo acknowledged the voluntary act and deed of said Municipal Corporation, by it and by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

State of Iowa)
) ss:
County of Howard)

On this _____day of October, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William Ross Merritt III, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

_____
Notary Public in and for the State of Iowa

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

You are hereby notified that the City Council of the City of Cresco, Iowa, will hold a Public Hearing on the 15th day of October, 2012, at City Hall. At this meeting the Council proposes to amend the Code of Ordinances Chapter 106.10 pertaining to fees for recyclable and non-recyclable waste. The proposed Ordinance 441 may be viewed at Cresco City Hall during normal office hours.
This hearing will be conducted during a regular Cresco City Council Meeting starting at 7:00 pm on October 15, 2012.

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

BY ORDER OF THE CITY COUNCIL OF CRESCO, IOWA

Michelle Girolamo
City Clerk

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

You are hereby notified that the City Council of the City of Cresco, Iowa, will hold a Public Hearing on the 15th day of October, 2012, at City Hall. At this meeting the Council proposes to make the following Zoning Changes. .

Zoning Change from "A-1" Agriculture to "R-2" Residential:

Lots 4 and 5 in Lot 1, Subdivision of Lot 1 in the Northeast Quarter of the Northwest Quarter, and Lot 1 of 1 of 2 and Lot 2 of 1 of 2 of the Northwest Quarter of the Northeast Quarter, and Lot 1 of 1 of 2 and Lot 2 of 1 of 2 and Lot 3 in Lot B of the Southwest Quarter of the Northeast Quarter, and Lots 1 and 3 in the Subdivision of the Northwest Quarter of the Northeast Quarter, all in Section 23, Township 99 North, Range 11 West of the 5th P.M., Howard County, Iowa, and all of Block 3 and the vacated street adjacent to Block 3 of Warner's 4th Addition to Cresco, Howard County, Iowa, and all of Block 4 and the vacated street adjacent to Block 4 of Warner's 4th Addition to Cresco, Howard County, Iowa, and the Easterly 20 feet of Lot 3 and the West 50 feet of Lot 4, Block 2, Warner's Addition to Cresco, Howard County, Iowa, and the Easterly 10 feet of Lot 4 and all of Lot 5, Block 2, Warner's Addition to Cresco, Howard County, Iowa, and Lot 1, Block 1, Warner's 2nd Addition to Cresco, Howard County, Iowa, and Lot 2, Block 1, Warner's 2nd Addition to Cresco, Howard County, Iowa,

Zoning Change from "R-4" Residential to "R-2" Residential:

Lot 12 of 3 of 50 of the Irregular Survey of the Northwest Quarter of Section 26, Township 99 North, Range 11 West of the 5th P.M., Howard County, Iowa, and the South Half of the vacated alley South of Block 5 of Beadle's Addition to Cresco, Howard County, Iowa, and Lots 1 through 7 of Sunrise Addition to Cresco, Howard County, Iowa,

Zoning Change from "C-1" Commercial and "A-1" Agricultural to "R-2" Residential:

The Northwest Quarter of the Southeast Quarter, and the Northeast Quarter of the Southeast Quarter, except Lots 1, 2, 3 and 4 thereof, in Section 27, Township 99 North, Range 11 West of the 5th P.M., Howard County, Iowa

Zoning Change from "A-1" Agriculture to "R-2" Residential:

Parcel A, except the North 1253.6 feet thereof, Subdivision of the East Half of the Northeast Quarter; all of Lots 1 and 2, including any subdivisions thereof, Southeast Quarter of the Northeast Quarter; Lot 13 except the West 40 feet thereof and all of Lots 14 through 19 and the East part of Lot 7 lying North of Lots 13 through 19 in the Southeast Quarter of the Northeast Quarter, all in Section 23, Township 99 North, Range 11 West of the 5th P.M., Howard County, Iowa,

Zoning Change from "A-1" Agriculture to "M-1" Light Industrial:

The West Half of the North Half of the South Half of the Northwest Quarter, except the North 326.7 feet of the West 500 feet thereof; and the South Half of the Southwest Quarter of the Northwest Quarter; and Parcels A, B and C in the Southeast Quarter of the Northwest Quarter; and the East 8 rods, except the North 223 feet, of the Southeast Quarter of the Southeast Quarter of the Northwest Quarter, all in Section 22, Township 99 North, Range 11, West of the 5th P.M. in Howard County, Iowa,

Zoning Change from "C-1" Commercial to "R-3" Residential:

Lot 2, except approximately one half acre in the Northwest corner thereof, Irregular Survey of the Southwest Quarter of the Northeast Quarter and Lots A and B and Lot 1 of 3 in the Southwest Quarter of the Northeast Quarter of Section 27, Township 99 North, Range 11 West of the 5th P.M., Howard County, Iowa

Zoning Change from "C-1" Commercial to "M-1" Light Industrial:

Lot 1 of 1 in the Southwest Quarter of the Northeast Quarter, and a tract of approximately one half acre located in the Northwest corner of Lot 2 of the Irregular Survey of the Southwest Quarter of the Northeast Quarter of Section 27, Township 99 North, Range 11 West of the 5th P.M., Howard County, Iowa, and Lot 2 and Lot A, Cresco Industrial Park Addition in Cresco, Howard County, Iowa

This hearing will be conducted during a regular Cresco City Council Meeting starting at 7:00pm on October 15, 2012. Any resident of Cresco wishing to be heard concerning the reasons for or objections to the change in zoning, must appear at said hearing and voice your opinions.

BY ORDER OF THE CITY COUNCIL OF CRESCO, IOWA

Michelle Girolamo
City Clerk

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A 28E AGREEMENT WITH THE CRESCO COMMUNITY FIRE PROTECTIVE DISTRICT

WHEREAS, the City of Cresco ("City") and the Cresco Community Fire Protective District ("Rural") wish to create a joint entity through a 28E agreement called the Cresco Community Fire Department; and

WHEREAS, a Commission will be formed for the operation, maintenance and management of the Cresco Community Fire Department; and

WHEREAS, the City and the Rural Fire Department wish to enter into this joint agreement to determine their rights and responsibilities with respect to the firefighters and equipment that serve them and to provide for the potential joint acquisition of equipment, supplies, vehicles and related items.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and City Clerk are authorized and directed to sign the 28E agreement with the Cresco Community Fire Protective District for the City of Cresco, Iowa.

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

Ayes: _____
Nays: _____
Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the 28E Agreement between the City of Cresco and the Cresco Community Fire Protective District 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 _____, 2012.

BY:_____
Mayor Mark Bohle

ATTEST:_____
City Clerk Michelle Girolamo

Prepared by and return to: Joseph P. Braun PO Box 377 Cresco, IA 52136 (563)547-3321

28E AGREEMENT

This 28E Agreement is entered into by and between the City of Cresco, Iowa, a municipal corporation (hereafter referred to as "the City") and the Cresco Community Fire Protective District consisting of the following Townships in Howard County: Albion, Howard Center, New Oregon, Paris, Vernon Springs; and the following Townships in Winneshiek County: Fremont and Orleans (hereafter referred to as Rural Fire Department).

WHEREAS, the City of Cresco, acting by and through the City of Cresco Fire Department, provides firefighters, equipment and a fire station for the public good;

WHEREAS, the Rural Fire Department provides firefighters and equipment for the public good;

WHEREAS, the City and the Rural Fire Department wish to enter into a joint agreement to determine their rights and their responsibilities with respect to the firefighters and equipment that serve them and to provide for the potential joint acquisition of equipment, supplies, vehicles and related items.

IT IS, THEREFORE, AGREED by and between the City and the Rural Fire Department as follows:

1. Fire Protection: The parties hereto shall continue to provide fire protection and other emergency services for the City of Cresco, Howard County and Winneshiek County. There are existing mutual aid fire protection agreements in place which shall remain in full force and effect and shall not be altered or eliminated by this 28E Agreement, except to the extent that they are inconsistent with this 28E Agreement.

2. City's Ownership of Fire Station: The City will retain ownership and operation of the fire station building located in the City of Cresco. Operating costs such as water, sewer, electricity, heat and other utilities shall be paid by the City. The Rural Fire Department will continue to pay rent to the City under a separate rental agreement which is incorporated herein by reference.

3. Commission: The operation, maintenance and management of the joint entity created herein, which shall be known as the Cresco Community Fire Department, (hereafter referred to as "the Department") shall be conducted by a Commission (hereafter referred to "the Commission"). The Commission shall have the authority and responsibility to do all things which are legal and necessary to ensure that the terms and provisions of this agreement are carried out. The Commission shall also possess all powers which may be exercised by and between governmental units pursuant to Chapter 28E of the Iowa Code.

4. Organization of Commission: The Commission shall consist of 3 (three) representatives of the City which shall be appointed by the Cresco City Council and 3 (three) representatives of the Rural Fire Department which shall be appointed by the Township Trustees. In the event of a tie vote on any issue, the Cresco Fire Chief shall act as a tie-breaker.

5. Commission Officers: The Commission shall elect from its membership a chairperson and a vice chairperson who shall each serve for one year or until their successor is elected. No commission member shall hold the position of the chairperson or vice chairperson for more than 2 consecutive one year terms. The Commission shall also appoint a secretary who need not be a member of the Commission.

6. Meetings: The Commission shall meet when necessary to fulfill its duties, but shall not meet less than quarterly. Meetings shall be called by the chairperson or at the request of 3 members.

7. Voting: Only the members of the Commission shall be entitled to vote and each member of the Commission shall have one vote. A quorum, which shall consist of a majority of the members, shall be required to pass motions. In the event of a tie vote, the Cresco Fire Chief shall act as a tie-breaker.

8. Budget/Funding: The parties hereto agree that a separate trust account will be established by the City of Cresco specifically for the Cresco Community Fire Department. The City and the Rural Fire Department shall contribute equally to this account. The Cresco City Clerk shall maintain separate accountings for this account showing the portion of the funds contributed by the City and the portion contributed by the Rural Fire Department. In the event that there are unused funds in the account at the end of the fiscal year then those funds shall remain in the account until they are disbursed by a vote of the Commission.

9. Cost Sharing: Any equipment, vehicles, training or other expenses which are to be shared between the City and the Rural Fire Department shall be purchased jointly with the City contributing 50% of the cost and the Rural Fire Department contributing 50% of the cost. The Rural Fire Department contribution shall be apportioned as follows:

Howard Center Township	17.5%
Paris Township	11.5%
Vernon Springs Township	22.1%
New Oregon Township	12.43%
Albion Township	14.47%
Fremont Township	5.86%
Orleans Township	16.14%

Any assets so purchased shall be considered an asset of "the Department". The Commission shall establish policies regarding the housing, maintenance, insurance and upkeep of the Department's assets.

10. Principal Place of Business: The principal place of business of the Department and the Commission shall be the Cresco Fire House located at 215 2nd St. W., Cresco, Iowa.

11. Duration: This agreement shall be in effect for a period of 1 (one) year from the effective date. It shall be automatically extended for periods of 1 (one) years at a time unless either party hereto gives notice of non-renewal at least 30 (thirty) days prior to the end of the 1 (one) year period.

12. Termination: In the event that any of the parties shall desire to withdraw from this agreement before its duration expires, written notice of withdrawal shall be delivered to all other parties by hand delivery or certified mail. Any such withdrawals shall be effective at the end of the fiscal year in which the party withdrew.

13. Amendments: This agreement may be amended by the approval of the proposed amendment by resolution of the City of Cresco, and the respective township trustees of each township which is a member of the Cresco Community Fire Protection District.

14. Severability: If any term or provision of this agreement is held to be invalid, such invalidity shall not effect the other provisions of this agreement. Accordingly, the terms and provisions of this agreement shall be severable.

In witness whereof, the parties have caused this agreement to be executed effective this ____day of _____, 2012.

Approved by the City Council of the City of Cresco, Iowa:

_____
MARK BOHLE, Mayor

_____
MICHELLE GIROLAMO, City Clerk

STATE OF IOWA, HOWARD COUNTY, ss:

On this ____ day of _____, 2012, before me, 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; a municipal corporation; that no seal has been acquired by the corporation, and that the instrument was signed on behalf of the City of Cresco, Iowa, by authority of its City Council, as contained in Resolution No. _____ passed by Resolution of the City Council on the ____ day of _____, 2012, and that Mark Bohle and Michelle Girolamo acknowledged the execution of the foregoing instrument to be their voluntary act and deed and the voluntary act and deed of the municipal corporation, by it voluntarily executed.

_____
Notary Public

Approved by the following Township Trustees:

_____
ALBION TOWNSHIP

_____
HOWARD CENTER TOWNSHIP

_____
NEW OREGON TOWNSHIP

_____
PARIS TOWNSHIP

_____
VERNON SPRINGS TOWNSHIP

_____
FREMONT TOWNSHIP

_____
ORLEANS TOWNSHIP

STATE OF IOWA, _____ COUNTY, ss:

On this ____ day of _____, 2012, before me, a Notary Public in and for the State of Iowa, personally appeared _____to me personally known, and who, being by me duly sworn, did say that they are the authorized Township Trustees of Albion Township; and that the instrument was signed on behalf of the respective Township, by authority of its Board of Township Trustees, as contained in Resolution No. _____ passed by Resolution of the Board of Township Trustees on the ____ day of _____, 2012, and that they acknowledged the execution of the foregoing instrument to be their voluntary act and deed and the voluntary act and deed of the Township, by it voluntarily executed.

_____
Notary Public

STATE OF IOWA, _____ COUNTY, ss:

On this ____ day of _____, 2012, before me, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, and who, being by me duly sworn, did say that they are the authorized Township Trustees of Howard Center Township; and that the instrument was signed on behalf of the respective Township, by authority of its Board of Township Trustees, as contained in Resolution No. _____ passed by Resolution of the Board of Township Trustees on the ____ day of _____, 2012, and that they acknowledged the execution of the foregoing instrument to be their voluntary act and deed and the voluntary act and deed of the Township, by it voluntarily executed.

_____
Notary Public

STATE OF IOWA, _____ COUNTY, ss:

On this ____ day of _____, 2012, before me, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, and who, being by me duly sworn, did say that they are the authorized Township Trustees of New Oregon Township; and that the instrument was signed on behalf of the respective Township, by authority of its Board of Township Trustees, as contained in Resolution No. _____ passed by Resolution of the Board of Township Trustees on the ____ day of _____, 2012, and that they acknowledged the execution of the foregoing instrument to be their voluntary act and deed and the voluntary act and deed of the Township, by it voluntarily executed.

_____
Notary Public

STATE OF IOWA, _____ COUNTY, ss:

On this ____ day of _____, 2012, before me, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, and who, being by me duly sworn, did say that they are the authorized Township Trustees of Paris Township; and that the instrument was signed on behalf of the respective Township, by authority of its Board of Township Trustees, as contained in Resolution No. _____ passed by Resolution of the Board of Township Trustees on the ____ day of _____, 2012, and that they acknowledged the execution of the foregoing instrument to be their voluntary act and deed and the voluntary act and deed of the Township, by it voluntarily executed.

_____
Notary Public

STATE OF IOWA, _____ COUNTY, ss:

On this ____ day of _____, 2012, before me, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, and who, being by me duly sworn, did say that they are the authorized Township Trustees of Vernon Springs Township; and that the instrument was signed on behalf of the respective Township, by authority of its Board of Township Trustees, as contained in Resolution No. _____ passed by Resolution of the Board of Township Trustees on the ____ day of _____, 2012, and that they acknowledged the execution of the foregoing instrument to be their voluntary act and deed and the voluntary act and deed of the Township, by it voluntarily executed.

_____
Notary Public

STATE OF IOWA, _____ COUNTY, ss:

On this ____ day of _____, 2012, before me, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, and who, being by me duly sworn, did say that they are the authorized Township Trustees of Fremont Township; and that the instrument was signed on behalf of the respective Township, by authority of its Board of Township Trustees, as contained in Resolution No. _____ passed by Resolution of the Board of Township Trustees on the ____ day of _____, 2012, and that they acknowledged the execution of the foregoing instrument to be their voluntary act and deed and the voluntary act and deed of the Township, by it voluntarily executed.

_____
Notary Public

STATE OF IOWA, _____ COUNTY, ss:

On this ____ day of _____, 2012, before me, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, and who, being by me duly sworn, did say that they are the authorized Township Trustees of Orleans Township; and that the instrument was signed on behalf of the respective Township, by authority of its Board of Township Trustees, as contained in Resolution No. _____ passed by Resolution of the Board of Township Trustees on the ____ day of _____, 2012, and that they acknowledged the execution of the foregoing instrument to be their voluntary act and deed and the voluntary act and deed of the Township, by it voluntarily executed.

_____
Notary Public

5.10 VACANCIES. A vacancy in an elective City office during a term of office shall be filled, at the Council's option, by one of the two following procedures:

(Code of Iowa, Sec. 372.13 [2])

1. Appointment. By appointment following public notice by the remaining members of the Council within forty (40) days after the vacancy occurs, except that if the remaining members do not constitute a quorum of the full membership, or if a petition is filed requesting an election, the Council shall call a special election as provided by law.

(Code of Iowa, Sec. 372.13 [2a])

2. Election. By a special election held to fill the office for the remaining balance of the unexpired term as provided by law.

(Code of Iowa, Sec. 372.13 [2b])

5.11 UNLAWFUL USE OF CITY PROPERTY. No person shall use or permit any other person to use the property owned by the City for any private purpose and for personal gain, to the detriment of the City.

(Code of Iowa, Sec. 721.2[5])

5.12 GIFTS. Except as otherwise provided in Chapter 68B of the Code of Iowa, a public official, public employee or candidate, or that person's immediate family member, shall not, directly or indirectly, accept or receive any gift or series of gifts from a "restricted donor" as defined in Chapter 68B and a restricted donor shall not, directly or indirectly, individually or jointly with one or more other restricted donors, offer or make a gift or a series of gifts to a public official, public employee or candidate.

(Code of Iowa, Sec. 68B.22)

5.13 RESIDENCY REQUIREMENT. All employees of the Public Works Department of the City and all members of the Police Department are required to reside within the corporate limits of the City or within 2.5 miles of the corporate limits.