

NOTICE AND CALL OF PUBLIC MEETING

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA

DATE OF MEETING: SEPTEMBER 9, 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 August 17, 2015
4. Approval of Street Closing for Cruise to Cresco on 9/19/15 for portions of North Elm Street and North & South Park Place
5. Approval of Street Closing for Norman Borlaug Harvest Fest for portions of North Elm Street from 9/18/15 – 9/20/15 and Southside Parking from 9/16/15 – 9/20/15
6. Approval of Parade Permit for Norman Borlaug Harvest Fest on 9/19/15 for portions of 6th Avenue West and North Elm Street
7. Approval of Special Class C Liquor License (BW) (Beer/Wine) with Outdoor Service to Cresco Chamber of Commerce d/b/a Norman Borlaug Harvest Fest
8. Approval of Class C Liquor License (LC) (Commercial) with Sunday Sales and Outdoor Service to Barbara E & James D Holstrom d/b/a The Pub
9. Approval of Pay Request #1 from Mehmert Tiling Inc for the Highway 9 Watermain Replacement Project for \$66,749.09

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

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

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

1. Erik Beiwel to Discuss Odor Issues from Cresco Food Technologies
2. John Anderson to Update Council on Cresco Food Technologies
3. Resolution Authorizing the Mayor and City Clerk to Enter into a Contract with Riehle Decorating to Decorate Surfaces above the Main Floor of the Cresco Theatre & Opera House
4. Resolution Authorizing the Mayor and City Clerk to Enter into an Agreement with Iowa Department of Transportation for the Airport to Rehabilitate a Hangar and Construct a Pilot Lounge
5. Resolution Naming Depositories

6. Appointment of Ron Hyberger as the City Representative for the Turkey River Watershed Authority
7. Discuss Adding Dental Insurance to the Employee Benefit Package Funded by Employee Payroll Deductions
8. Discuss Conducting Flu Shot Clinic for Employees
9. Discuss Mediacom Elimination of NBC Station KWWL Channel 7
10. Discuss Proposed Street Light Options
11. Discuss Proposed Outdoor Woodburner/Boiler Ordinance

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 4, 2015.

Beiwel & CFT Odor – please read the testimony that Erik Beiwel asked me to forward to the Council and Mayor prior to the meeting. John Anderson from Cresco Food Technologies will also be here to update the Council on actions already taken and plans for the future.

Riehle Contract – This is the contract that needs to be signed for the painting and wall restoration that we had agreed to do later this year.

Iowa DOT Grant – This agreement will approve the 85% grant for the rehabilitation of the hangar and to construct the pilot's lounge. The City is obligated to pay the remaining 15% of the cost.

Depositories – This is an annual resolution listing the banks that we have our money invested in.

Turkey River Watershed - we need to appoint a person to represent the City of Cresco on the Turkey River Watershed Authority. Ron Hyberger has been doing it in the past and has reported that he would like to continue if the Council approves it.

Dental Insurance – December 1st is the renewal time for the City's health insurance plan. The Insurance Committee will be meeting to analyze the different plans and make the recommendation of which health plan they would recommend. They asked if they could review dental insurance policies as well with the understanding that all dental premiums would be paid solely by the employee through payroll deductions.

Flu Shot Clinic – Sterling Drug can come again this year and administer flu shots to the employees and run it through insurance so there is no cost for the employee nor the City.

Mediacom - please read the enclosed letter that Mediacom sent to the residents of Cresco who currently have Mediacom for their cable. There have been many concerned citizens contacting City Hall and elected officials about this. I called and talked to a representative of Mediacom and she basically said that we could only have NBC and that the FCC determined that we are in the Rochester market instead of the Waterloo market. It sounds like they can only offer one NBC so there are people that prefer Rochester and some prefer Waterloo. It seems that this is a problem no matter what cable or dish company you are with.

Street Lights – Continue the discussion on the proposed LED street lights.

Outdoor Woodburners – See the two options for ordinances for outdoor woodburners and read Rod's summary. The main decision is whether to allow new installations or not.

Have a great Labor Day weekend and see you all on Wednesday night.

Michelle

The Cresco City Council met August 17, 2015, at 7:00 pm at City Hall. Council Members Carman, Bouska, McGee and Loveless were present. McCarville was absent. Mayor Bohle was absent so Loveless was Mayor Pro-Tem.

Bouska made the motion to approve the consent agenda which included approval of the: agenda; claims; minutes of the August 3rd and two August 10, 2015 meetings; class C Liquor License (LC) (commercial) with Sunday sales to Teluwut 2 LLC d/b/a Teluwut Grill House & Pub; permit for supervised fireworks for the Cresco Jaycees on September 6, 2015; Excavators License for Henry's Backhoe Service, Retail Cigarette & Tobacco Permit for Barbara E & James D Holstrom d/b/a The Pub; Tax Abatement under the Urban Revitalization Plan for Ardella C Krysan Revocable Trust. Carman seconded and it passed all ayes.

Public Works Director Rod Freidhof reported (a) sweeping up chip sealing and are getting the last load of oil and chips in for this summer; (b) the sewer main was slip lined and Rod exhibited the material used; (c) the Highway 9 Watermain project is progressing with majority of the work done next week. Bouska commented that more streets are being chip sealed this year as we purchased an extra load of oil and chips due to the increased revenue.

City Clerk Girolamo reported (a) Northeast Iowa RC&D program on the Turkey River Watershed is 8/27/15; (b) Northeast Iowa Regional Housing Trust Fund annual meeting is 8/20/15; (c) City Election papers are due between 8/24/15 and 9/17/15 at the Howard County Auditor's office. Positions up for election are: Mayor (Bohle), Council-at-large (Loveless), Council Ward 1 (McGee) and Council Ward 3 (Carman); (d) Utility Service Partners will be sending letters for the external sewer insurance program on 9/8/15 with a follow-up two weeks later; (e) property tax statements were mailed last week. The City property tax levy increased by \$2.06 [misstated as \$1.63 during the meeting] per \$1,000 mainly because of the increased debt payments for the Granger Road project. We did not increase the levy last year because we used cash reserves to make the first debt payment of \$211,089. This year will be the highest debt payments as they will be decreasing the next two years. The State increased the residential rollback which causes the taxable value to increase even if the assessed value did not increase.

Mayor Pro-Tem Loveless opened the public hearing for budget amendment #1 for fiscal year ending June 30, 2016. There were no oral or written comments and the public hearing was closed. Bouska made the motion to approve the resolution amending the current budget for the fiscal year ending June 30, 2016. Carman seconded and it passed all ayes.

Alex Fortune reported that after the joint worksession last week and seeing the damage to the marquee braces, the Theatre Commission recommends that the Council approve the proposal of \$7,948.30 from Nagle Signs to replace the deteriorated internal framework. He also reported that the Commission will repair the projector lamp housing so there is a spare on hand. This will aid in the changing of the projector bulb as well. McGee made the motion to approve a resolution authorizing the Mayor and City Clerk to accept the proposal for the marquee interior framework replacement at the Cresco Theatre with Nagle Signs Inc. Carman seconded and it passed all ayes.

The Airport Commission recommended entering into a three year lease for \$270 per acre with Bryan Schmitt. Carman made the motion to approve a resolution authorizing the Mayor and City Clerk to enter into an agreement for rental of farmland to Bryan Schmitt. McGee seconded and it passed all ayes.

Freidhof reported that the normal fees for a special use permit include \$100 for the Planning & Zoning meeting, \$250 for the Board of Adjustments meeting and \$350 for the building permit. In the past, the fees have been waived for the Fair Board. Carman made the motion to waive the \$700 of fees. Bouska seconded and it passed all ayes. Tom Barnes thanked the Council for waiving the fees. He reported that he felt the meetings went good

and responses have been mostly favorable after people understand what the Fair Board is proposing. The first hearing had 67 people and the second hearing had 27 people attend. Everyone felt that most of the concerns were addressed.

A letter was reviewed concerning the speed of traffic on 7th Ave East near East Park. There are several stop signs already on the corners of the park. The police have been given a copy of the letter so they are aware of the concerns.

The American Legion requested that the American Flags be put up downtown on October 23-24, 2015 for the American Legion Conference and Memorial Service being held in Cresco. Carman made the motion to display the American Flags as requested. Bouska seconded and it passed all ayes.

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

Carman moved to adjourn at 7:22 pm. McGee seconded and it passed all ayes. The next regular Cresco City Council meeting will be Wednesday, September 9, 2015 at 7:00 pm at Cresco City Hall.

Mayor Pro-Tem John Loveless

City Clerk Michelle Girolamo

Following is a list of claims approved for payment:

21st CENT	Movie rent	500.00
ADVANCED SYS	Maint	78.95
ALLIANT	Electricity	825.06
BAKER&TAYLOR	Books&audios	1,357.83
BITUMINOUS	Oil	15,084.29
BLAZEK	Rprs	2,128.08
BC / BS	Insur	29,708.16
BOB'S ELECT	Srvc	2,377.80
BROWN	Supp	339.53
BRUENING	Str Chips	8,019.58
CAMPSITE	LP	716.70
CARDMEMBER	Lib DVDs	128.19
CARQUEST	Supp	130.27
CITY OF CRESCO	Insur, util	2,700.25
CPU	Supp	37.99
CREATIVE PROD	Supp	261.03
CRESCO SHOPPER	Advert	488.89
CRESCO SMALL ENG	Supp	29.40
CRESCO TPD	Advert	427.31
CRESCO VET	Srvc	308.30
CROELL REDI-MIX	Concrete	978.13
DELUXE ECHOSTAR	Movie rent	79.90
DEMCO	Supp	136.38
ELECTRIC PUMP	Srvc	2,228.00
ELECTRICAL ENGR	Srvc	1,092.70
ELWOOD,O'DON,BRAU	Srvc	3,082.23
FAREWAY	Supp	35.25
FENCO	Supp	891.33
GILLUND ENTERPR	Supp	102.48
GIROLAMO, MICHELLE	Reimb gas	21.52
GRUBE LAWN	Rprs	47.09
H & S MOTORS	Rprs	392.03
HANSON TIRE	Supp	45.00
HAWK ALARM	Fee	288.00
HAWKEYE REC	Elect	7,917.76
HAWKEYE SAN	Grbg/Rcyl	46,977.13
HOW CO	Shared LEC	3,542.07
IA DEPT OF NAT	Fee	1,275.00
IA DIV CRIMINAL	Srvc	30.00
IA DIV LABOR	Srvc	40.00
IA LIBRARY	Subscpt	218.40
IA ONE CALL	Srvc	41.40
IA PRISON IND	Supp	196.02
JIM'S AUTO	Parts	52.14
KUBIK	Supp	158.94
KWIK TRIP	Gas	4,825.44
MC2	Supp	8,257.24
MEDIACOM	Phone	346.25
MEHMERT TILING	Srvc	1,851.59
MERCHANT SRVC	Fee	124.22
METERING&TECH	Supp	733.47
NE IA APPL	Rprs	171.00
NE IA TELE	Srvc	425.00
PAYROLL		64,818.67
PECINOVSKY,CLAIR	Reimb mins	19.99
PEPSI-COLA	Concess	109.50
PETTY CASH	Postage	34.21
POSTMASTER	Postage	125.00
RACOM	Supp	88.00
REGIONAL HEALTH	Srvc	216.90

RILEY'S	Maint	99.94
RUPPERT	Rprs	1,438.75
SANDRY FIRE	Supp	86.74
SCHUMACHER ELEVA	Maint	141.06
SIGNS&DESIGNS	Supp	17.40
SOBOLIK, DICK	Srvc	900.00
SQUARE TRANS	Fee	23.60
STATE HYG LABS	Analys	109.00
STOREY KEN	Supp	1,601.86
TEL-COMM	Phone	47.10
TRACKING PROD	Srvc	96.00
TREAS, ST IA	Sales Tax	5,863.00
US POSTAL	Srvc	68.00
UNITYPOINT CLINIC	Srvc	111.00
WALT DISNEY PROD	Movie rent	200.00
WEBER PAPER	Supp	143.50
WILTGEN CONST	Rock	612.15
ZIMMER&FRANCE	Parts	1,690.00
	GENERAL	106,485.44
	LOST PROJ	26,519.27
	NUISANCE HSE	562.50
	FIRE STATION BLDG	40.00
	MEDIACOM	502.91
	DRUG DOG	314.18
	CRESCO COMM FIRE	632.49
	ROAD USE	16,216.84
	EMPLOYEE BEN	24,738.33
	WATER	15,308.22
	SEWER	38,945.11
	CAP IMPROVE	323.40
	YARDWASTE	323.40
	EXPENDITURES	230,912.09
	Revenues 8/4 to 8/17/15	148,335.29

STREET CLOSING/PARADE PERMIT

Application Date: 8-31-15 Name: Cresco Chamber of Commerce

Mail to Address: 101 2nd Ave SW - Cresco IA 52136

List streets to close or parade route: 1st Ave to 3rd Ave.

West half block of N. Park place & South
Park Place (Please see attached map)

Reason for Closure: Cruise to Cresco

Event Date: 9-19-15 Time: (from) 7:00 am (to) 4:30 pm

Signature of applicant: Jason Passmore

INCLUDE A MAP MARKING THE STREET OR STREETS YOU WISH TO HAVE CLOSED AND THE INDEMNITY AND HOLD HARMLESS AGREEMENT

PARADE REGULATIONS ARE LISTED BELOW.

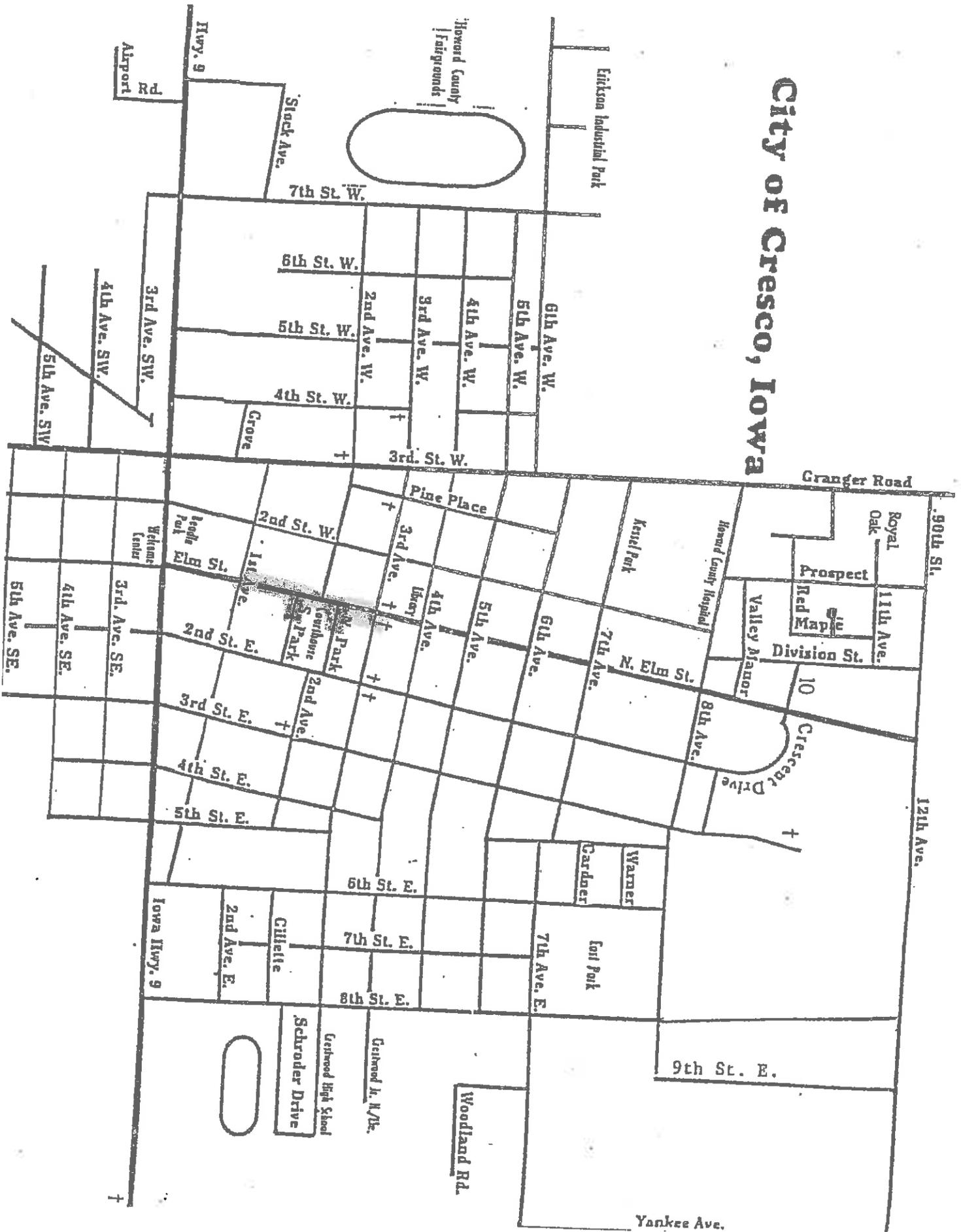
60.08 PARADES REGULATED. No person shall conduct or cause any parade on any street except as provided herein:

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.
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 Firefighters. 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 Council
Date Approved: _____ Signature: _____

CC: Ambulance____, Police Dept.____, Fire Dept.____, Street Dept.____

City of Cresco, Iowa



STREET CLOSING/PARADE PERMIT

Application Date: 8/11/15 Name: Cresco Area Chamber of Commerce

Mail to Address: 101 2nd Ave SW - Cresco IA 52136

List streets to close or parade route: See attached

South Side Parking Lot for tent, North Elm St
from Hwy 9 to 1st Ave.

Reason for Closure: Norman Borlaug Harvest Fest

Event Date: 9-16-15-9-20-15 Time: (from) see attached (to)

Signature of applicant: Jason Pommeroy

INCLUDE A MAP MARKING THE STREET OR STREETS YOU WISH TO HAVE CLOSED AND THE INDEMNITY AND HOLD HARMLESS AGREEMENT

PARADE REGULATIONS ARE LISTED BELOW.

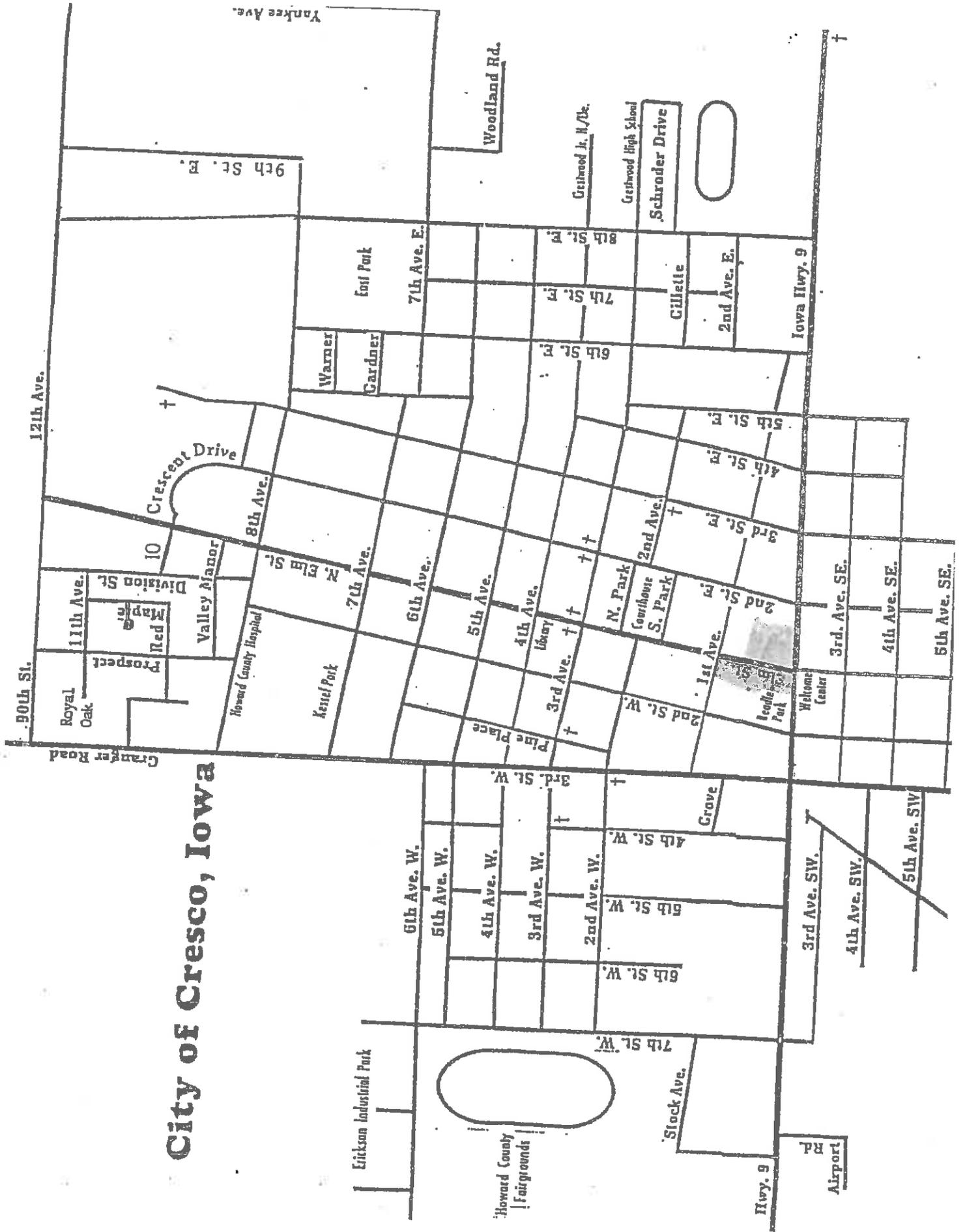
60.08 PARADES REGULATED. No person shall conduct or cause any parade on any street except as provided herein:

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.
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 Firefighters. 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 Council
Date Approved: _____ Signature: _____

CC: Ambulance _____, Police Dept. _____, Fire Dept. _____, Street Dept. _____

City of Cresco, Iowa



1. North Elm Street (1st Ave. to Hwy 9)

* Friday, September 18, 2015 *9am – Sunday, September 20, 2015 *7am

2. Southside parking lot (along Hwy 9)

* Wednesday September 16, 2015 *5pm – Sunday, September 20, 2015 *2pm
(Elm to Ace Hardware – Harvest Tent)

STREET CLOSING/PARADE PERMIT

Application Date: 8-11-15 Name: Cresco Area Chamber of Commerce

Mail to Address: 101 2nd Ave. SW - Cresco IA 52136

List streets to close or parade route: 6th Ave W, 6th Ave - North Elm
Starting at Fairgrounds, ending at 1st Ave.

Reason for Closure: Parade - NBHF

Event Date: 9-19-15 Time: (from) 2:30pm (to) 6pm

Signature of applicant: Jason Passmore

INCLUDE A MAP MARKING THE STREET OR STREETS YOU WISH TO HAVE CLOSED AND THE INDEMNITY AND HOLD HARMLESS AGREEMENT

PARADE REGULATIONS ARE LISTED BELOW.

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

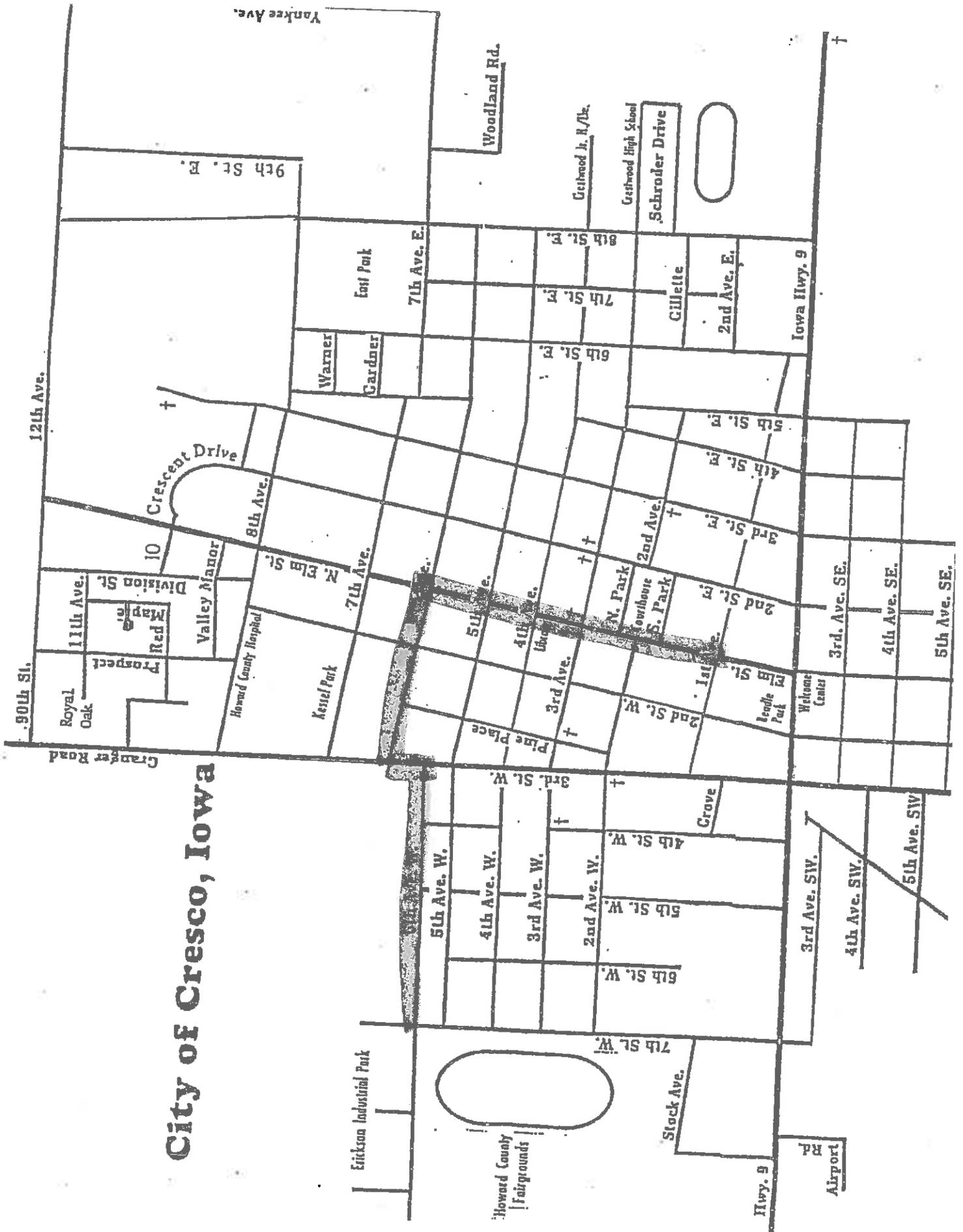
1. "Parade" Defined. "Parade" means any march or procession of persons or vehicles organized for marching or moving on the streets in an organized fashion or manner or any march or procession of persons or vehicles represented or advertised to the public as a parade.
2. Permit Required. No parade shall 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.
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 Firefighters. 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 Council

Date Approved: _____ Signature: _____

CC: Ambulance____, Police Dept.____, Fire Dept.____, Street Dept.____

City of Cresco, Iowa



Applicant License Application ()

Name of Applicant: <u>Cresco Chamber of Commerce</u>		
Name of Business (DBA): <u>Norman Borlaug Harvest Fest</u>		
Address of Premises: <u>101 2nd Ave. SE (Parking Lot)</u>		
City <u>Cresco</u>	County: <u>Howard</u>	Zip: <u>52136</u>
Business	<u>(563) 547-3434</u>	
Mailing	<u>101 2nd Ave. SW</u>	
City <u>Cresco</u>	State <u>IA</u>	Zip: <u>52136</u>

Contact Person

Name <u>Jason Passmore</u>
Phone: <u>(563) 547-3434</u> Email <u>jason@howard-county.com</u>

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

Term: 5 days

Effective Date: 09/17/2015

Expiration Date: 01/01/1900

Privileges:

Outdoor Service

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

Status of Business

BusinessType: <u>Privately Held Corporation</u>
Corporate ID Number: <u>56431</u> Federal Employer ID <u>420201448</u>

Ownership

Jason Passmore

First Name: Jason

Last Name: Passmore

City: Cresco

State: Iowa

Zip: 52136

Position: Executive Director

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Founders Insurance Company</u>	
Policy Effective Date: <u>09/17/2015</u>	Policy Expiration <u>09/22/2015</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Applicant License Application ()

Name of Applicant: <u>Barbara E. and James D. Holstrom</u>		
Name of Business (DBA): <u>The Pub</u>		
Address of Premises: <u>110 N. Elm St.</u>		
City <u>Cresco</u>	County: <u>Howard</u>	Zip: <u>52136</u>
Business	<u>(563) 547-2516</u>	
Mailing	<u>108A N. Elm St.</u>	
City <u>Cresco</u>	State <u>IA</u>	Zip: <u>52136</u>

Contact Person

Name <u>Jim Holstrom</u>	
Phone: <u>(641) 330-8196</u>	Email <u>diajim@holstroms.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 09/15/2015

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: <u>Sole Proprietorship</u>	
Corporate ID Number:	Federal Employer ID

Ownership

Barbara Holstrom

First Name: Barbara **Last Name:** Holstrom
City: **State:** Iowa **Zip:** 52136
Position: Owner
% of Ownership: 50.00% **U.S. Citizen:** Yes

James Holstrom

First Name: James **Last Name:** Holstrom
City: **State:** Iowa **Zip:** 52136
Position: Owner
% of Ownership: 50.00% **U.S. Citizen:** Yes

Insurance Company: TOKIO Marine Specialty Insurance Company

Policy Effective Date: 09/15/2015

Policy Expiration 09/15/2016

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

2905 South Broadway
Rochester, MN 55904-5515
Phone: 507.288.3923
Fax: 507.288.2675
Email: rochester@whks.com
Website: www.whks.com



September 3, 2015

Ms. Michelle Girolamo
City Clerk
City of Cresco
130 North Park Place
Cresco, IA 52136

RE: Cresco, IA
Highway 9 Watermain Replacement (2nd Avenue)
Pay Request #1

Dear Michelle:

Enclosed is Pay Request No. 1 for work on the above referenced project. We recommend payment in the amount of \$66,749.09. to:

Mehmert Tiling, Inc.
8635 Hwy 9
Lime Springs, IA 52155

Please contact me if you have any questions.

Sincerely,

WHKS & co.

A handwritten signature in black ink that reads "D. D. Sikkink". The signature is written in a cursive style with some capital letters.

Daren D. Sikkink

DDS/sgH: 8127

cc: Rod Freidhof, City of Cresco w/ enclosures
Brent Mehmert, Mehmert Tiling w/ enclosures
Jim Loehr, WHKS (file)
Bill Angerman, WHKS

2905 South Broadway
 Rochester, MN 55904
 Phone 507-288-3923



**PARTIAL PAYMENT ESTIMATE
 FOR CONSTRUCTION WORK COMPLETED**

Project: Highway 9 Watermain Replacement (2nd Avenue)
 Project No.: 8127
 Location: Cresco, IA
 Contractor: Mehmert Tiling, Inc.

Bid Price: \$171,129.18
 Date: Sept. 2, 2014
 Estimate #: 1
 % Complete: 41%

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
1.	Mobilization	1	Lump Sum	\$6,375.00		0.75	0.75	\$4,781.25
2.	Remove HMA Pavement (P)	200	S.Y.	\$9.50			0	\$0.00
3.	Remove Concrete Pavement	400	S.Y.	\$11.59			0	\$0.00
4.	Remove Watermain	143	L.F.	\$4.95		65	65	\$321.75
5.	Remove Gate Valve & Box	6	Each	\$165.00		2	2	\$330.00
6.	Remove Gate Valve Box	2	Each	\$150.00		2	2	\$300.00
7.	Remove Hydrant	5	Each	\$750.00		1	1	\$750.00
8.	Remove and Salvage 8" Gate Valve	2	Each	\$500.00			0	\$0.00
9.	Remove Sign and Sign Foundation, Disconnect Electric	1	Lump Sum	\$1,500.00		1	1	\$1,500.00
10.	Construct Sign Foundation	1	Lump Sum	\$1,850.00			0	\$0.00
11.	Install Salvaged 8" Gate Valve	1	Each	\$550.00			0	\$0.00
12.	Topsoil Borrow (LV)	100	C.Y.	\$16.00			0	\$0.00
13.	Modified sub-base for Aggregate Surfacing	300	Ton	\$14.55			0	\$0.00
14.	6" Concrete Pavement	400	S.Y.	\$55.00			0	\$0.00
15.	4" HMA Pavement	200	S.Y.	\$55.00			0	\$0.00
16.	F&I 8" DIP Watermain - NBR	10	L.F.	\$98.75			0	\$0.00
17.	F&I 6" DIP Watermain - NBR	11	L.F.	\$84.90		6	6	\$509.40
18.	F&I 12" Watermain Casing - HDD	133	L.F.	\$117.07			0	\$0.00
19.	F&I 8" Watermain - HDD	135	L.F.	\$31.26			0	\$0.00
20.	F&I 8" Watermain	405	L.F.	\$30.84		430	430	\$13,281.20
21.	F&I 8" Watermain	36	L.F.	\$25.27		6	6	\$151.62
22.	F&I 8" Gate Valve & Box	4	Each	\$1,150.13		2	2	\$2,300.26
23.	F&I 6" Gate Valve & Box	7	Each	\$883.22		3	3	\$2,649.66
24.	F&I 6" Hydrant	4	Each	\$4,005.00		3	3	\$12,015.00
25.	F&I 8"x8" Tee	4	Each	\$413.00		1	1	\$413.00
26.	F&I 8"x6" Tee	2	Each	\$419.00		1	1	\$419.00
27.	F&I 8"x6" Reducer	4	Each	\$238.00		2	2	\$476.00
28.	F&I 8"x4" Reducer	3	Each	\$136.00			0	\$0.00
29.	F&I 8" 90 Degree Bend	3	Each	\$332.00		1	1	\$332.00
30.	F&I 8" 45 Degree Bend	2	Each	\$319.00			0	\$0.00
31.	F&I 8" Cap	1	Each	\$237.00			0	\$0.00
32.	F&I 6" Cap	1	Each	\$212.00		2	2	\$424.00
33.	F&I 4" Cap	2	Each	\$193.00			0	\$0.00
34.	Connect to Existing Watermain	11	Each	\$552.00		4	4	\$2,208.00
35.	Water Service Reconstruct 1", use old watermain as conduit	3	Each	\$1,667.68			0	\$0.00
36.	Water Service Reconstruct 1" -HDD	5	Each	\$2,570.00		7	7	\$17,990.00
37.	Water Service Reconnect 1"	1	Each	\$667.00		3	3	\$2,001.00
38.	Seeding	0.5	Acre	\$4,500.00			0	\$0.00
39.	Traffic Control	1	Lump Sum	\$5,535.00		0.5	0.5	\$2,767.50
40.	Inlet Protection	10	Each	\$188.00			0	\$0.00
41.	Exploratory Excavation	20	Hours	\$130.00		29.5	29.5	\$3,835.00
42.	Trench Rock Excavation - Class 12	50	C.Y.	\$48.75			0	\$0.00
43.	Aggregate for pipe foundation	50	C.Y.	\$21.94		24	24	\$526.56

Total Work Completed \$70,282.20

Less 5% Retainage \$3,513.11

Less Previous Payments \$0.00

Net Payment this Estimate \$66,749.09

TESTIMONY

Wednesday August 26th I got home at 1030 PM. The stench was so bad through town and around my house I could hardly breathe. My house is 12 blocks from the factory.

I immediately began to develop a headache and nausea.

I turned off my fan hoping the stench would stay outside the house.

I called Cresco Foods to complain and reached an answering machine.

I called the Police but the dispatcher said there was absolutely nothing they could do.

I went to sleep with difficulty because of the stench and no fan on me.

At 5 AM I woke up with a severe sore throat and stuffed up sinuses.

The harmful stench had entered the house and blanketed every room.

I called Cresco Foods to complain and the employee agreed it was bad and said the owner might shut it down Thursday. They never did shut it down.

I had to leave town to my Moms house in the country to get some sleep.

This is an intolerable situation.

We need to win this battle on behalf of the old folks, kids, infants, handicapped, shut-ins, disabled, and scared residents who cannot leave town.

Last fall a child at recess had a severe asthma attack because of the harmful stench. The whole school had to recess indoors. School activities are held hostage by the harmful stench.

We, the Citizens of Cresco, demand Cresco Foods immediately and permanently cease the yeast operation.

If they want to start it again, 1. Move it out of town. OR 2. Build a new exhaust stack and Install complete modern stack scrubbers to 100% completely remove the harmful stench.

We as Americans, have a rich tradition of Liberty and Freedom over 200 years in the making.

Freedom from fear is an inalienable right, and many citizens of Cresco are living in fear of this harmful stench.

The factory representative is sure to make the argument that they pay taxes and provide jobs.

This argument is empty in the face of real pain, real suffering, and real fear.

If Cresco Foods is unwilling to clean up their yeast operation and jobs and taxes are lost, this organization is willing to send a letter of recommendation to Featherlite, Donaldsons, Alumaline, McNeilus, and the other small, medium, and big employers in town to hire these folks seamlessly.

The taxes will be abated quickly by an improved real estate market, and relieved homeowners, improving their properties.

EMAIL Testimony to STOPTHESTENCHNOW@YAHOO.COM

STOP THE STENCH NOW!

HOW WAS YOUR AIR IN CRESCO LAST NIGHT ???

- **EYES BURNING ?**
- **NOSE STINGING ?**
- **THROAT SORE ?**
- **HEADACHE ?**
- **NAUSEOUS ?**
- **UNABLE TO BREATHE ?**
- **THINKING OF MOVING ?**
- **TIRED OF LOSING SLEEP ?**
- **SICK OF BEING HELD HOSTAGE ?**

MEET AT CITY COUNCIL MEETING

WEDNESDAY SEPTEMBER 9TH

CITY HALL 7 PM

BRING TESTIMONY

**PURPOSE: TO STOP CRESCO FOODS PERMANENTLY FROM
POISONING OUR PRECIOUS AIR EVER AGAIN!**

**CITIZENS ARISE! LETS TAKE BACK OUR TOWN FROM THE
HARMFUL NOXIOUS ABUSIVE INESCABLE ILLEGAL STENCH
RUINING OUR LIVES!**

EMAIL Testimony to STOPTHESTENCHNOW@YAHOO.COM

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO ENTER INTO A CONTRACT WITH RIEHLE DECORATING
TO DECORATE SURFACES ABOVE THE MAIN FLOOR OF THE
CRESCO THEATRE & OPERA HOUSE

WHEREAS, the City of Cresco maintains the Cresco Theatre & Opera House and the interior walls and ceiling are in need of repair and painting; and

WHEREAS, Riehle Decorating submitted a proposal of \$50,000 for decorating surfaces above the main floor of the Cresco Theatre & Opera House.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized and directed to sign the written Contract with Riehle Decorating.

Council Person _____ moved the adoption of the foregoing Resolution Authorizing the Mayor and City Clerk to enter into an agreement with Riehle Decorating. 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 proposal dated August 13, 2015, between the City of Cresco and RIEHLE DECORATING 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



Jerry-(563) 547-3753
Ron-(563) 203-2445
Cresco, Iowa 52136

11838 Valley Ave.
Cresco, Iowa 52136

CONTRACT

This article of agreement made and entered into this 13th day August, 2015 between CITY OF CRESCO IOWA - CRESCO THEATRE party of the first part (owner) and RIEHLE DECORATING party of the second part:

Witnesseth: that the said party hereby agrees to employ the party of the second part to decorate surfaces above the main floor of said building. This includes east wall, ceiling and main fields on the remaining walls in theatre. Does not include decorative panels on west wall, entrance or stairway/restroom area.

In accordance with the specifications herein set out and to pay the said party of the second part the sum of \$50,000.00 in full for such work. Payments to be made by \$10,000.00 weekly as the work progresses and by mutual agreement of the parties hereto. Balance is due upon completion. Price does not include any Federal, State, County, and Local permits, license, bonds, fees, taxes, etc. Owner is responsible for these costs.

SPECIFICATIONS:

1. To clean or wash the plastered walls and ceilings as needed.
2. All bad plaster and cracks are to be patched with latex patch paste, fiberglass process, latex caulk or patching plaster, whichever is necessary and appropriate. If base coat of plaster is bad said area shall be separately contracted between the owner and Riehle Decorating with the understanding that the decorator's scaffolding may be used for said purpose.
3. To clean existing light fixtures.
4. Apply enamel undercoater (oil base) to walls that are to be polymered.
5. Install polymer system to plastered walls (This includes east wall in theatre).
6. Apply two coats low sheen finish on all plastered walls and tile ceiling.
7. Duplicate stenciling on east wall to match west wall.
8. To furnish all materials needed in said decorations and to furnish the necessary labor to complete said work.
9. To carry Compensation and Employers' Liability Insurance in connection with this contract.
10. To furnish, erect and dismantle, steel scaffold required in the performance of this contract.

** Ceiling tile will be inspected, if any tile need to be replaced it will be done by time and material.

*** Moisture content in the plaster must meet paint manufacturers approval for scope of work to be executed. If plaster is not paint ready, a meeting will be mandatory to discuss plaster removal and the costs of replacing with a new wall.

Decoration and Ornamentation:

In general, the decorative treatment will employ a pleasing range of harmonized colors applied respectively to various surfaces such as ceilings, walls, arches and like divisions. These colors will also be applied in the form of stiles, borders, color emphasis to the ceiling panels and similar architectural entities when and if the result will be beneficial to the overall treatment. If it is the wish of the owner, however, that the final choice of color, design, placement of ornament, etc., be modified to reflect his own preferences rather than the treatment suggested by Riehle Decorating, this will be done as requested.

GENERAL CONDITIONS:

It is also agreed that the provisions of the attached general conditions will be applicable to pertinent situations as noted:

- A. Owner shall be fully responsible for loss or damage by fire, windstorm, vandalism or theft of any improvements performed and material delivered on the job site by the Contractor. The Owner shall also provide fire and extended coverage insurance cover-loss for any additions or improvements performed and material placed on the job premises by the Contractor.
- B. Owner shall furnish without charge to the Contractor the necessary heat, lights, water and power for the proper performance of this contract. Owner to furnish a dedicated 25 amp circuit breaker for Contractor's air compressor.

C. Owner shall furnish without charge to the Contractor a place to park trailer, water supply, lp gas if necessary, and power supply. Owner to furnish a qualified electrician to install a 50 amp service for trailer. Contractor shall supply the 50 amp service box with cord.

D. Owner shall furnish a dumpster or other means to dispose of construction waste (plaster, fiberglass, empty containers, etc.) Owner to dispose of hazardous materials.

E. Owner to supply labor to unload and load contractor scaffolding.

F. Owner shall remove furniture and decorations in work area prior to work start date. Due to potential safety hazards, the Owner shall limit personnel entry to work area during construction. Services to be held in different location.

G. Any work outside the scope of this contract shall be communicated in writing and agreed to by both parties in said contract prior to execution. Contractor labor rate for all additional work is \$65.00 per manhour plus materials.

H. Explicit Nature of the Agreement:

No provisions either verbal or implied other than the express written provisions of these specifications and contract documents are to apply to work which is to be done.

This is not to be construed in any way as an effort by the Contractor or Owner to evade the spirit as well as the letter of this agreement. It is, however, intended to avoid honest misunderstandings arising from errors of communication, faulty understanding of verbal explanation during preliminary discussion and negotiations or as honest difference of interpretations.

The Owner's attention is further called to the fact that many procedures and operations are often discussed and analyzed at great length during such earlier talks, yet often do not become part of the final plan selected by the Owner. To prevent some of the parties involved in these discussions from carrying with them the recollection that certain such items had been retained, only to learn to their disappointment that they had actually been deleted, the final contract terms are set down in writing as noted herein.

I. Arbitration in the event of Conflict of Opinion:

In the event that differences of opinion arise with regard to interpretation of the specification, fulfillment of contract provision, etc. a properly qualified, disinterested arbitrator mutually acceptable to both the Owner and the Contractor shall be selected and shall arbitrate any differences which might exist.

The cost for such services, if any, shall be borne equally by both parties.

** Final acceptance/walk through by owner is complete prior to contractor final departure. Owner will sign off prior to scaffold removal.

This price is in effect for three months from date issued without any change in price from August 13th, 2015 through November 13th, 2015. Time pending 2016.

Signed _____

By _____
(Party of the First Part)

Signed _____

By _____
(Party of the Second Part)