

NOTICE AND CALL OF PUBLIC MEETING

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA

DATE OF MEETING: JULY 16, 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 July 2, 2012
4. Approval of Excavator License for James Henry dba Henry Backhoe Service
5. Request for Street Closing for Alley North of Farm Bureau on 9/12/12
6. Request for Street Closing for Portion of 6th Ave West on 8/1/12

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. Discussion on Bids and Possible Award of Contract for Replacement of City Hall Air Conditioners
2. Discussion of Bike Trail Repairs
3. Motion to Accept the WWTP Biosolids Handling and Storage Improvements Project and Approve Change Order No. 2
4. Motion to Appoint Rod Freidhof as City of Cresco's Alternate Representative to the Turkey River Watershed Authority
5. Resolution Authorizing the Mayor and City Clerk to Enter into an Agreement with Iowa Department of Transportation for an Airport Improvement Program to Update the Master Plan
6. Year End Financial Review

COMMENTS FROM AUDIENCE:

ADJOURN:

THIS NOTICE IS GIVEN AT THE DIRECTION OF THE MAYOR PURSUANT TO CHAPTER 28A, CODE OF IOWA AND THE LOCAL RULES OF SAID GOVERNMENTAL BODY. POSTED JULY 12, 2012.

1. Air Conditioners – We received 3 bids for 2 new air conditioners at City Hall. We are not replacing the basement A/C at this time because we don't think it is needed at this time. There is a discrepancy between the bidders so we are including copies of all 3 bids so that you can read what they said when they bid it. All 3 came and reviewed our existing duct work and equipment before submitting their bid. Gosch's does not replace the coils and was \$3,490. NE Iowa Appliance replaces the coils and was \$4,280. Cresco Heating replaces the coils and was \$4,203 which includes \$396 of duct work that Daryl Vikre says is necessary. They will all be invited to come to the meeting to discuss questions that you may have regarding the bids.
2. Bike Trail Repairs – There is a portion of the Vernon Springs bike trail that needs replacing. The County has agreed to share the cost and it was decided to replace the 300 ft section with concrete. Balks have agreed to sell the concrete at a discounted price of about \$95/yard compared to the normal \$110/yard cost plus they will remove the existing blacktop. The City and County have to supply the labor to prepare and do the concrete work. The cost in addition to the labor will be about \$2,500 each from the City and County. We also believe that we should replace a bad section near Fareway at the same time which will be all City expense. We have \$3,754 left in a bike trail project fund that we can use for these projects.
3. Turkey River Watershed – Ron Hyberger is the representative for the City. However, he is unable to attend the next meeting and therefore the City needs to appoint an alternative and it must be noted in the minutes as to whom the alternative representative will be. Rod Freidhof has volunteered to be the alternate. We will need a motion and a vote approving Rod as the alternate.
4. Airport Grant – The City was awarded a grant to prepare a Master Plan for the airport. The total estimated cost is \$50,000 and the grant is for 85% or \$42,500.
5. Financial Update – End of year financial statements and reports are enclosed. I have summarized the revenue and expenses by fund and also enclosed is a projected fund balance sheet showing the prior year's information as well as the next budget with projected fund balances. One of the reports shows the ending fund balance and how many months of expenses that balance would cover if we did not receive any revenue. Also enclosed is a 13 page summary by fund with a description of significant items affecting that fund this year.
6. Bond Discussion – I have enclosed a sheet called #122 – Local Option Tax. I wanted to summarize all the equipment and projects that we are going to pay with the LOST this coming year. The top portion is the amount approved at budget time. The bottom portion shows the projects that you have approved after the budget was finalized. We need to pay for half of the pumper for the Fire Department so I was hoping to pay for it without taking out a loan. However, after analyzing this fund, I don't think that \$130,000 remaining balance is enough cushion. The LOST pays for all the "unexpecteds" and the "extras" that all of the

departments need. Some of the townships will need to borrow for the fire truck as well so we are checking to see if we can borrow the money together to save some of the bonding fees.

7. Future Projects – During the discussions of whether the City should pay to extend the watermain out to Campsite, Steve asked for a list of all the “potential projects” that the City may be faced with in the future. I started the list and with Rod’s help we tried to estimate the cost of the projects. There are still several that we don’t have any idea on the cost but I think the list shows that we need to prioritize projects so that we have enough saved for some of these projects that will need to be done someday. If we are going to borrow for the fire truck, we may consider doing some of these projects and borrowing for them as well at the same time.

Have a good weekend,
Michelle

The Cresco City Council met July 2, 2012, at 7:00 pm at City Hall. Council members Carman, Bouska, McGee, McCarville and Loveless were present. No council members were absent.

McGee moved to approve the consent agenda which included approval of the: agenda; claims; minutes of the June 18, 2012 meeting; tax abatement under the Urban Revitalization Plan for Todd & Gena Ollendieck; tax abatement under the Urban Revitalization Plan for Richard Holten & Bryan Sheehy; pay request #1 for \$74,656.39 for Skyline Construction Inc for 2nd Ave East Reconstruction Project; street closing for alley between 3rd St E and 6th St E on 7/21/12; street closing for portion of 3rd Ave E on 7/20/12. Mayor Bohle acknowledged the expansive remodeling project that H&S Motors will be doing to their showroom. Loveless seconded and it passed all ayes.

Public Works Director Rod Freidhof was absent but submitted a report: (a) 2nd Ave Project is at a standstill until the proof roll test passes and then the concrete can be poured; (b) nuisance house donated by Lee Lindstrom has been demolished; (c) Street dept continues chip sealing; (d) WHKS is working on GIS mapping; (e) nuisance house on Elm Street has been sold at auction by the owner so hopefully that will be cleaned up.

Police Chief Tim Ruroden submitted his monthly report. He also reported that officers have been enforcing the speed limit on 12th Ave and issuing more citations. They will continue studying the traffic patterns. The Fair went good with no problems. One of the damaged cars is back and the other car should be done next week. Bouska inquired when a proposed golf cart ordinance would be presented for review. Ruroden replied that there are many options and issues to consider. He will try to get a sample with options to Council in about a month.

City Clerk Michelle Girolamo reported that yearend processing went well and all departments appear to be within their budgets. There are a few projects that were not finished so they will be carried forward to next year and a budget amendment will be needed. A worksession is scheduled for July 18th at 5:00 to discuss the watermain looping project.

Hotel/Motel tax received this quarter for funding tourism grants was \$3,076.29 and requests were \$10,575. Loveless moved to award Hotel/Motel Tax tourism grants as recommended by the Tourism Advisory Committee as follows: (a) Howard County Peace Officers \$526.29 for National Night Out; (b) Fine Arts Council \$550 for Annual Art Show; (c) Cresco Chamber of Commerce \$2,000 for Norman Borlaug Fest; (d) Howard County Business & Tourism \$2,000 (paid from reserves) for Cresco & Howard County video. Loveless' motion also included \$2,000 to Howard County Agricultural Society for the Mighty Howard County Fair advertising to be paid from reserves. Requests denied were from Howard-Winneshiek Genealogical Society for a microfilm reader/printer and Cresco Theatre Commission for an illuminated display case due to lack of funds this quarter. It was recommended that both organizations apply again in the future. Carman seconded and it passed all ayes.

McGee made the motion to make a sewer adjustment for water not entering the sanitary sewer system for Barbara Mohs. Bouska seconded and it passed all ayes.

Mayor Bohle opened bids for the Scene Shop roof repairs. Mitch Madland Roofing bid \$14,750, Schwickert's Tecta America LLC bid \$17,990 and Moss Roofing & Insulation Inc bid \$13,946. Loveless made the motion to accept the low bid from Moss Roofing. Carman seconded and it passed all ayes.

Bouska made the motion to approve a resolution authorizing the Mayor to enter into a professional agreement with Hogan Hansen PC to conduct an audit of the financial statements of the City of Cresco. McGee seconded and it passed all ayes.

Loveless made the motion to approve a resolution authorizing the Mayor and Personnel Committee to sign an agreement between the City of Cresco and Local 1068 American

Federation of State, County and Municipal Employees AFL-CIO. McCarville seconded and it passed all ayes.

Fran Burke answered questions from Council regarding the proposed Theatre lease agreement that the Theatre Commission had drafted. The Commission recommended keeping the rent the same and evaluate after a year with the new projector. Bouska requested that attendance figures should be submitted and also a copy of the business tax return submitted as required in their contract for justification of the rental price. McGee felt that the rent income should cover at least the utilities expense. The City is able to levy for taxes specifically for the Theatre so we receive almost \$14,000 in Theatre levy and we have allocated over \$3,000 of regular property taxes. Council felt that rent needed to be increased to help cover more of the costs. Loveless made the motion to increase the rent \$100 per month and to review tax returns and attendance records to evaluate the rent before renewing next year. Bouska seconded and it passed all ayes.

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

Carman moved to adjourn at 7:41 pm. McGee seconded and it passed all ayes. The next regular Cresco City Council meeting will be July 16, 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:		
AMES ENVIR	TRAINING	286.00
BANCARD CR	POSTAGE	15.04
BITUMINOUS	OIL	17,440.45
BLACK HILLS	GAS	2,357.13
BOB'S ELEC	SUPP	1.58
BODENSTEINER	SUPP	198.65
BROWN SUPP	SUPP	188.60
CAMPSITE	LP	368.60
CITY LAUNDERING	SRVC	117.98
CITY OF CRES	UTIL	1,062.73
CPU	SUPP	231.97
COUNTY MATERIALS	SUPP	889.50
CBS	SRVC	1,200.00
CULLIGAN	SUPP	27.69
DECORAH ELEC	SRVC	953.66
DES MOINES STAMP	SUPP	41.85
FAREWAY	SUPP	9.27
GALLS	SUPP	351.98
GOSCH'S	SUPP	8.45
GROUP SRVC	SRVC	12,000.00
H & S	VEHICLES	36,884.00
HANSON TIRE	TIRES	1,498.60
HAWKEYE SAN	SRVC	42,806.30
HELPING SRVCS	DUES	1,000.00
IA ASSC MUN UT	DUES	841.33
IA CODIFICATION	SRVC	3,200.00
JOHN DEERE FIN	SUPP	2,189.10
KEYSTONE LAB	ANALYSIS	133.90
MERCHANT SRVCS	FEE	69.79
MIDWEST FIRE EQUIP	SRVC	1,140.00
NE IOWA APPL	SRVC	219.00
NE IA COMM	DUES	2,928.75
PAYROLL		67,708.96
POSTMASTER	POSTAGE	414.68
PRINCIPAL LIFE	INSUR	82.94
RUFFRIDGE-JOHNSON EQUIP	SRV	339.11
RUPPERT	SUPP	391.80
SAM'S DISCOVER	SUPP	4,361.67
SCHOLBROCK	CONCRETE	8,280.00
SIMMERING-CORY	REHB HSNQ	4,800.00
SKYLINE CONST	SRV	74,656.39
SPAHN & ROSE	SUPP	313.68
SPORTSMITH	SUPP	829.50
STOREY KEN	SUPP	219.10
TREAS ST IA	SALES TAX	5,768.58
UPPER EXPLORE	FEE	5,330.09
WHKS	ENGINEER	11,868.74
WILSON TREE	SRVC	404.91
WINDSTREAM	PHONE	940.41
	General Fund	112,642.37
	Road Use Tax	9,650.33
	Emp Benefits	14,845.63
	Emergency Fund	9,635.49
	Local Option Tax	60,540.79
	Cresco Telecom	256.87
	Rehab / Housing	4,800.00
	Smart Planning	5,330.09
	Street 2nd Ave Project	74,656.39
	Water Utility	11,685.63
	MSSU Operation	12,477.67
	Water & Sewer C.I.	119.44
	Yard Waste	731.76
	EXPENDITURES	317,372.46
	Revenues 06/19 to 07/02/12	123,418.92

STREET CLOSING/PARADE PERMIT

DATE 9-12-2012

NAME Farm Bureau Financial Services

PERMISSION TO CLOSE: Alley directly north of FB building
Section needed is width of FB building. We
would use street dept. cones to block off section needed.

REASON FOR CLOSURE: Farm Bureau Financial Services
Customer Appreciation BBQ

DATE: 9-12-2012

TIME: (from) 10:00 Am (to) 3:00 Pm

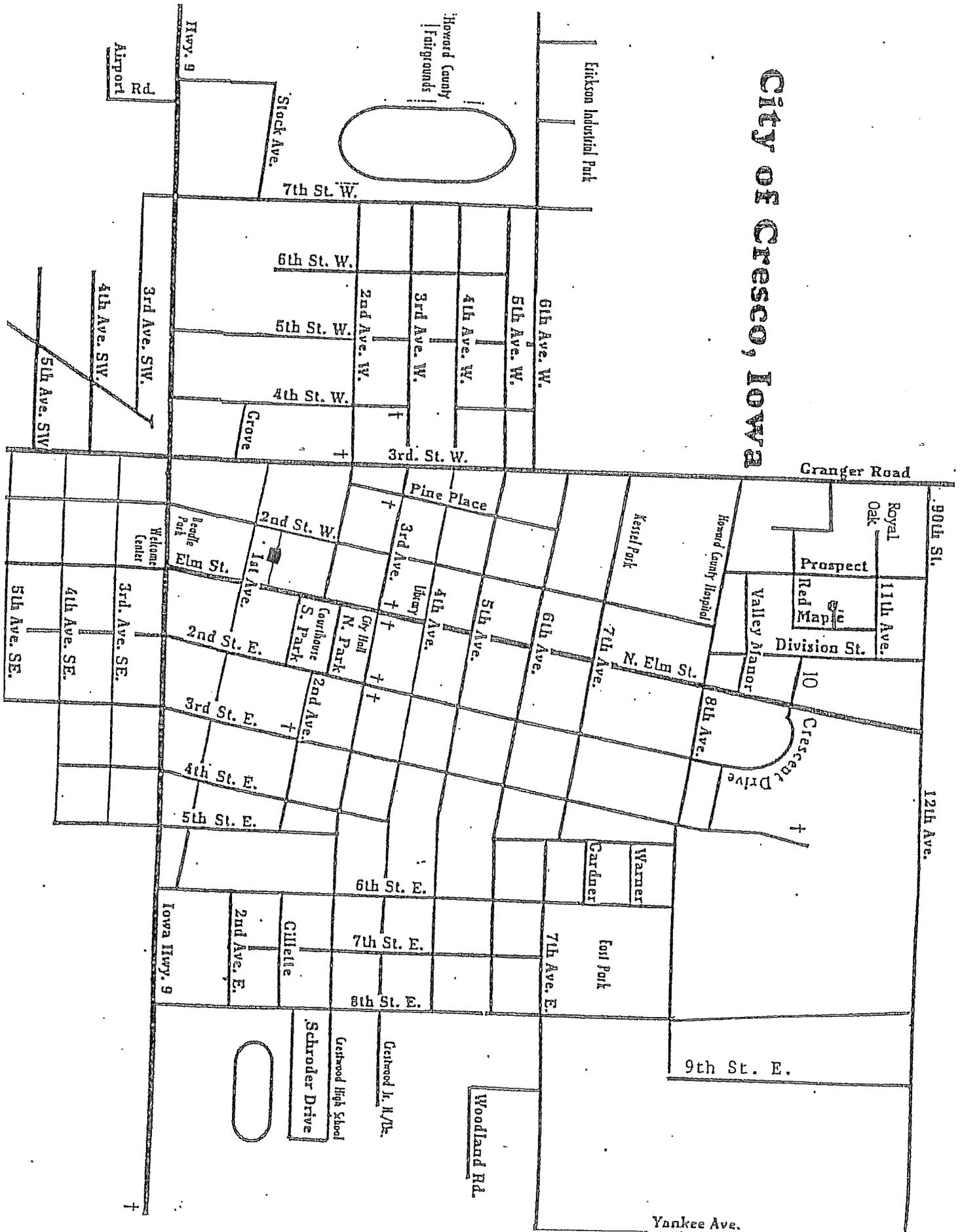
APPROVED: _____ SIGNATURE _____

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

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

1. "Parade" Defined. "Parade" means any march or procession of persons or vehicles organized for marching or moving on the streets in an organized fashion or manner or any march or procession of persons or vehicles represented or advertised to the public as a parade.
2. Permit Required. No parade shall be conducted without first obtaining a written permit from the City Council. Such permit shall state the time and date for the parade to be held and the streets or general route therefor. Such written permit granted to the person organizing or sponsoring the parade shall be permission for all participants therein to parade when such participants have been invited by the permittee to participate therein. No fee shall be required for such permit. Permit forms are available at City Hall. (Ord. 289)
3. Parade Not A Street Obstruction. Any parade for which a permit has been issued as herein required, and the persons lawfully participating therein, shall not be deemed an obstruction of the streets notwithstanding the provisions of any other ordinance to the contrary.
4. Control By Police and Fire Fighters. Persons participating in any parade shall at all times be subject to the lawful orders and directions in the performance of their duties of law enforcement personnel and members of the fire department.

CITY OF CRESCO, IOWA



07-23-12
16

STREET CLOSING/PARADE PERMIT

DATE 07-12-12

NAME CRESO WILDLIFE CLUB

PERMISSION TO CLOSE: 6th AVE W NORTH OF FAIRGROUND

REASON FOR CLOSURE: BOY SCOUTS TO SHOOT

DATE: 08-01-12

TIME: (from) 1800 hrs. (to) 2100 hrs.

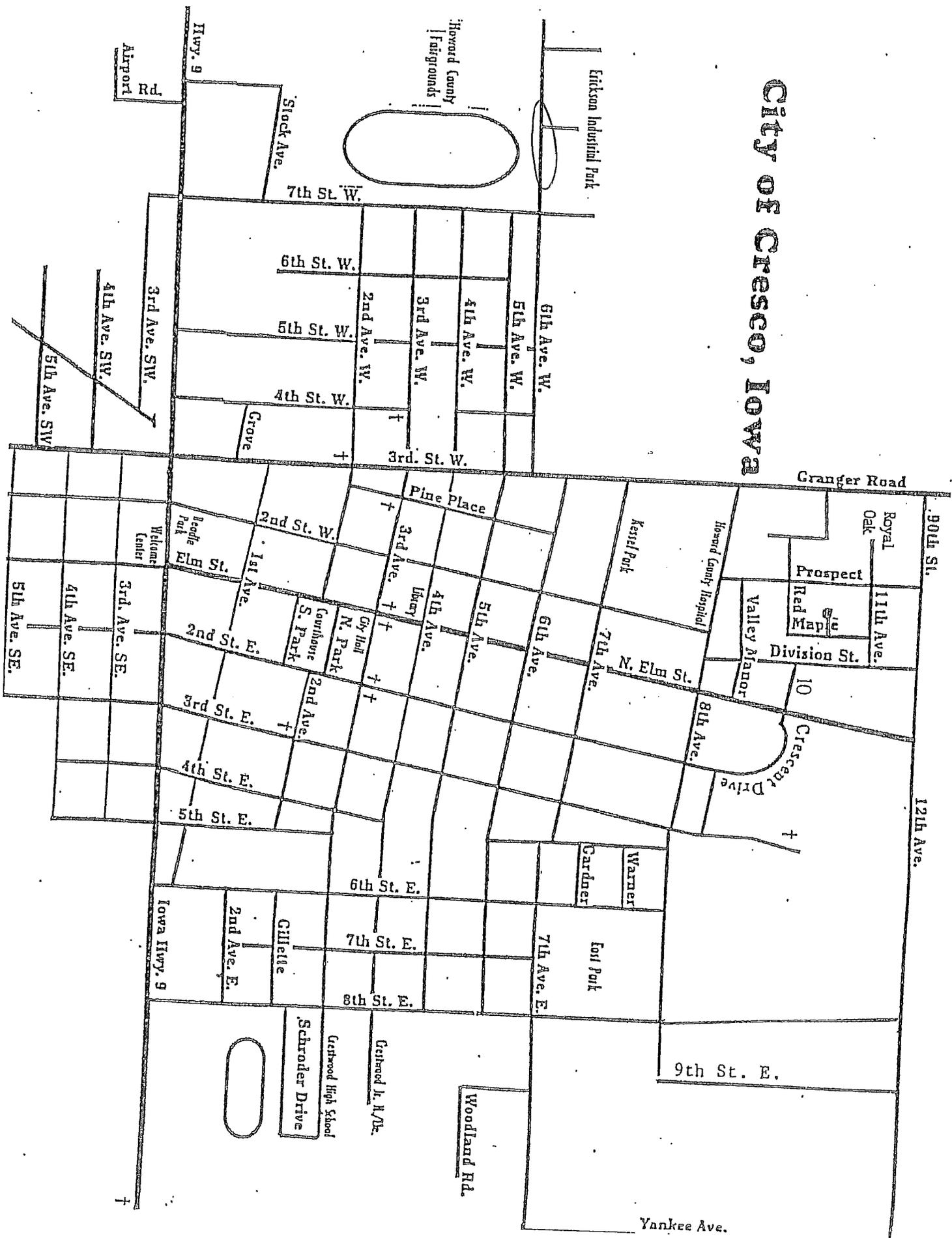
APPROVED: _____ SIGNATURE _____

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CITY OF CRESCO, IOWA



Howard County
Fairgrounds

Erickson Industrial Park

Stock Ave.

7th St. W.

6th St. W.

5th St. W.

4th St. W.

3rd St. W.

Pine Place

2nd St. W.

Elm St.

2nd St. E.

3rd St. E.

4th St. E.

5th St. E.

6th St. E.

7th St. E.

8th St. E.

9th St. E.

Iowa Hwy. 9

2nd Ave. E.

Gilllette

Genesee High School
Schröder Drive

Genesee J. N. Dlx.

Woodland Rd.

Yankee Ave.

90th St.

12th Ave.

Royal Oak
11th Ave.

Prospect
Red Maple

Division St.

Valley Manor

8th Ave.

Crescent Drive

Kessel Park

Howard County Hospital

7th Ave.

6th Ave.

5th Ave.

4th Ave.

3rd Ave.

2nd Ave.

1st Ave.

Welcome Center

3rd Ave. SE.

4th Ave. SE.

5th Ave. SE.

4th Ave. SW.

3rd Ave. SW.

5th Ave. SW

Hwy. 9
Airport Rd.

6-25-12

City of Cresco
City Hall
Air Conditioner Prices

Option #1:

Replace current outdoor units with "dry R22" outdoor condensers. Price includes:

- 1 - 5 Ton single phase Goodman , 13 SEER, dry R22 outdoor condenser
- 1 -3 Ton single phase Goodman, 13 SEER, dry R22 outdoor condensers
- Disposal of old units
- New A/C pads
- Misc. material
- Our labor

\$3490.00 installed, tax exempt

The Goodman units will come with a 5 year parts and 5 year compressor warranty
If bid is accepted we will need down payment of \$2900.00 for material cost.

Option #2:

Replace current outdoor units with new 14 SEER complete systems. Price includes:

- 1 – 5 Ton single phase Goodman, 14 SEER, 410A, Coil and Condenser
- 1 – 3 Ton single phase Goodman, 14 SEER, 410a, Coil and Condenser
- RX11 flushing agent (used to flush copper refrigeration lines to scrub R22 residue from them)
then we will not have to run new copper line sets into the basement.
- New A/ C pads
- Disposal of old units
- Misc. material
- Our labor

\$6200.00 install, tax exempt

The Goodman units will come with a 5 year parts and 5 year compressor warranty
If bid is accepted, we will need down payment of \$5000.00 for material cost.
These units will each receive \$100.00 rebate from Alliant Energy totaling \$200.00.

Thanks David Gosch, Gosch's Plumbing and Heating

Bobs Electric:

Switch 5 ton air conditioner to single phase, and install new outdoor disconnects and flex connectors to the new air conditioners.

\$250.00

NORTHEAST IOWA APPLIANCE SALES AND SERVICE

Owners: Bruce & Liza Kingsley
201 3RD ST. SE HWY 9 East Cresco IA, 52136 Phone 563 547-4951

6/29/2012

Quote is for replacing condensing units at Cresco city hall.

- 1- 5 ton condensing unit
R22
13 seer
With pad
- 2- 3 ton condensing unit
R22
13 seer
With pad

Total cost of material and labor \$3,690.00

- 1- A coil for 3 ton condensing unit

Total cost of material and labor \$590.00

Grand total of all the above \$4,280.00

Thank you,

Bruce @ Northeast Iowa Appliance

CRESCO HEATING & VENTILATING, LLC

112 W 2ND STREET - CRESCO, IOWA 52136

PHONE 563-547-2982

HEATING - PLUMBING
AIR CONDITIONING
SUBMERSIBLE PUMPS
GEOTHERMAL HEATING & COOLING

110 YEAR QUALITY LENNOX DEALER

CITY OF CRESCO
130 N PARK PLACE
CRESCO, IOWA 52136

Estimate

6/29/2012

PB	LENNOX AIRE FLO 3 TON CONDENSING UNIT	1	
PB	LENNOX AIRE FLO 3 TON EVAPORATOR COIL [REPLACES 30+ YEAR OLD PRESENT COIL]	1	
PB	R-22 FREON	7	
PB	FILTER DRIER	1	
LABOR	LABOR		
PB	INSTALLED		1,772.00
PB	LENNOX AIRE FLO 5 TON CONDENSING UNIT	1	
PB	USE EXISTING 5 TON EVAPORATOR COIL		
PB	R-22 FREON	12	
PB	FILTER DRIER	1	
PB	LABOR		
PB	INSTALLED		2,035.45

NOTE:

THE RETURN DUCT WORK ON THE GOODMAN FURNACE WITH THE EXISTING 5 TON A/C UNIT IS NOT SIZED CORRECTLY AND MUST BE REDONE IN ORDER FOR THE SYSTEM TO OPERATE WITHIN INDUSTRY STANDARDS. A 5 TON AIR CONDITIONER REQUIRES 2,000 CFM OF AIR TO OPERATE PROPERLY AND EFFICIENTLY.

GOODMAN MANUFACTURING INSTALLATION INSTRUCTIONS STATE THAT A SYSTEM THAT REQUIRES MORE THAN 1,800 CFM OF AIR, THE RETURN MUST BE THE BOTTOM OF THE FURNACE, OR BOTH SIDES OF THE FURNACE, OR A COMBNATION OF SIDE AND BOTTOM OF THE FURNACE TO PROVIDE THE CORRECT CFM NEEDED FOR THE SYSTEM.

THE PRESENT RETURN IS ONE SIDE ONLY AND THE TRANSITION FITTING THAT WAS INSTALLED PROVIDES ONLY 1,350 CFM OF THE 2,000 CFM OF AIR REQUIRED FOR PROPER OPERATION AND EFFICIENCY.

PB	CORRECT RETURN DUCT ON 5 TON UNIT		
PB	RETURN CABINET & FILTER		
PB	DUCT & FITTINGS		
PB	LABOR		
PB	INSTALLED		395.50

DATE _____

ACCEPTED BY _____

The prices, specifications and conditions are hereby accepted. You are authorized to do the work as proposed. Payment will be made as outlined below.

This estimate may be withdrawn by us if not accepted within 15 days.

Payment is due 10 Days from the Invoice/Statement Date.

This is an estimate only and final bill will be based on actual material, equipment and labor required whether it be more or less.

Subtotal	\$4,202.95
Sales Tax (0.0%)	\$0.00
Total	\$4,202.95

All work to be completed in a workmanlike manor according to standard practices. Any deviation from the above estimate involving extra costs will be excuted only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

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

whks

engineers + planners + land surveyors

July 10, 2012

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

RE: Cresco, IA
WWTP Biosolids Handling and Storage Improvements
Pay Request No. 6-Final

Dear Michelle:

Enclosed is Pay Request No. 6 – Final for work on the above referenced project. We recommend the City accept the project and make final payment in the amount of \$15,847.38 to:

Magney Construction, Inc.
1401 Park Road
Chanhassen, MN 55317

Please note that the City is required to wait 30 days after project acceptance before making the final payment. Acceptance by the City Council will initiate the start of the one-year maintenance bond, as specified in the contract documents.

Please contact me if you have any questions.

Sincerely,

WHKS & co.



Eric A. Tourdot, P.E.

EAT/tr

cc: Rod Freidof, City of Cresco (w/o enclosures)

Application for Payment No. 6

To: City of Cresco, IA
From: Magney Construction, Inc.
Contract: General Construction
Project: Cresco WWTP Sludge Handling and Storage Improvements

Owners Contract No. _____ Engineer's Project No. 7012.01
Date of this Invoice: June 12, 2012
Invoice Work Period: Final

1) Original Contract Price:	<u>\$568,600.00</u>
2) Net Change by Change Order/Written Amendments (-/+)	<u>\$3,870.31</u>
3) Current Contract Price (1+2):	<u>\$572,470.31</u>
4) Total Completed and stored to date:	<u>\$572,470.31</u>
5) Retainage (per Agreement):	
<u>0.00%</u> of completed work	<u>\$0.00</u>
<u>0.00%</u> of stored material:	<u>\$0.00</u>
Total retainage:	<u>\$0.00</u>
6) Total Completed and stored to date less retainage (4-5)	<u>\$572,470.31</u>
7) Less Previous Application for Payments:	<u>\$556,622.93</u>
8) DUE THIS APPLICATION	<u>\$15,847.38</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; (2) title of all work, materials and equipment incorporated in said Work otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interest or encumbrance (except such as are recovered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance by the Contract Documents and not defective.

Dated: June 12, 2012

Magney Construction, Inc. (Contractor)
By: Bill Haug

State of Minnesota County of Hennepin
Subscribed and sworn to before me this 12th day of June, 2012.

Notary Public Susan K Mason
My Commission Expires: 1-31-2014



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Owner: City of Cresco, IA Engineer: WHKS & Co.
By: _____ By: _____
Date: _____ Date: _____

Date of Application: June 12, 2012

Work Complete Through: Final

Spec.	Description	Scheduled Value	Previous Application	This Application	Stored Material	Completed & Stored To Date	Pct. Compl.	Balance to Finish
800	Bond & Insurance	\$6,850.00	\$6,850.00	\$0.00	\$0.00	\$6,850.00	100%	\$0.00
1000	Mobilization & GC's	\$56,300.00	\$56,300.00	\$0.00	\$0.00	\$56,300.00	100%	\$0.00
2050	Demolition	\$2,700.00	\$2,700.00	\$0.00	\$0.00	\$2,700.00	100%	\$0.00
2200	Excavation	\$30,765.00	\$30,765.00	\$0.00	\$0.00	\$30,765.00	100%	\$0.00
2810	Landscaping	\$5,113.00	\$5,113.00	\$0.00	\$0.00	\$5,113.00	100%	\$0.00
3200	Concrete Reinforcement	\$17,820.00	\$17,820.00	\$0.00	\$0.00	\$17,820.00	100%	\$0.00
3300	Concrete	\$58,848.00	\$58,848.00	\$0.00	\$0.00	\$58,848.00	100%	\$0.00
9900	Painting	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00
11010	Pumps and Sludge Mixer	\$67,228.00	\$67,228.00	\$0.00	\$0.00	\$67,228.00	100%	\$0.00
13020	Pre-fab Concrete Building	\$24,791.00	\$24,791.00	\$0.00	\$0.00	\$24,791.00	100%	\$0.00
13200	Bolted Steel Sludge Storage Tank	\$199,600.00	\$199,600.00	\$0.00	\$0.00	\$199,600.00	100%	\$0.00
15100	Yard & Process Piping, Gates and Valves	\$57,785.00	\$57,785.00	\$0.00	\$0.00	\$57,785.00	100%	\$0.00
16000	Electrical	\$37,800.00	\$37,800.00	\$0.00	\$0.00	\$37,800.00	100%	\$0.00
	Change Order No. 1	\$2,295.31	\$2,295.31	\$0.00	\$0.00	\$2,295.31	100%	\$0.00
	Change Order No. 2	\$1,575.00	\$0.00	\$1,575.00	\$0.00	\$1,575.00	100%	\$0.00
	Part 1 Subtotal	\$572,470.31	\$570,895.31	\$1,575.00	\$0	\$572,470.31	100%	\$0.00

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

whks

engineers + planners + land surveyors

July 10, 2012

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

RE: Cresco, IA
WWTP Biosolids Handling and Storage Improvements
Change Order No. 2

Dear Michelle:

Enclosed are three (3) copies of Change Order No. 2 for the above referenced project. Please execute all three (3) copies and return two (2) copies to us.

Please contact me if you have any questions.

Sincerely,

WHKS & co.



Eric A. Tourdot, P.E.

EAT/et

cc: Rod Freidof, City of Cresco (w/o enclosures)

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



CHANGE ORDER

CHANGE ORDER NO.: 2 PROJECT NO.: 7012.01

PROJECT NAME: Wastewater Treatment Plant Sludge Handling and Storage Improvements

LOCATION: Cresco, Iowa

CONTRACTOR: Magney Construction, Inc.

ADDRESS: 1401 Park Road, Chanhassen, MN 55317

TO CONTRACTOR:

You are hereby ordered to make the following change(s) in the plans and/or specifications for the above designated project:

1. Description of change(s) to be made:
 - a) Exploratory excavation to locate water piping.
2. Reason for ordering change:
 - a) Actual location of existing water piping was different than shown on City's record drawings.
3. Settlement for the cost of the above change is to be made as follows:
 - a) Contract price of the project shall be increased by \$1,575.00 (See attached Misc Cost #4).
4. This change order (~~increases~~) (~~decreases~~) the contract time by 0 working days.

5. Summary of Costs:

Original Contract Price	\$	<u>568,600.00</u>
Net increase of this Change Order	\$	<u>1,575.00</u>
Total (increase) (decrease) of Previous Change Order(s)	\$	<u>2,295.31</u>
Total increase of all Change Orders to Date	\$	<u>3,870.31</u>
Total Revised Contract Price to Date	\$	<u>572,470.31</u>

Agreed to by:

Owner's Authorized Rep.

Title

Date

Agreed to by:

Contractor's Authorized Rep.

Title

Date

Recommended by:

Engineer

Title

Date

B. J. Hays

Project Mgr.

7/3/2012

[Signature]

Project Mgr.

7/11/12

MAGNEY CONSTRUCTION, INC.

1401 Park Road
 Chanhassen, MN 55317
 Phone (952)474-1674
 Fax (952)474-1679

QUOTATION

Misc Cost #4

SEND TO Company name WHKS	From Magney Representative Bill Hays
Attention Pete Engstrom / Eric Tourdot	Date 12/14/2011

Urgent Please comment Please review For your information

Total pages, including cover: 1

COMMENTS

Re: Cresco WWTP Sludge Handling and Storage Improvements. **Additional cost to locate waterline that was mislocated on the plans. No markup included.**

Dear Eric:

We are offering the following cost (credit) for the above work:

Labor/Material: Labor	\$	450.00
Equip/Mat:		
Markup		
Sub-total	\$	450.00
Subcontractor: Excavator	\$	1,125.00
Markup		
Sub-total	\$	1,125.00
Sub-total	\$	1,575.00
Bond & Insurance Premium		
Total	\$	1,575.00

Additional Time to Contract Completion Date for this delay **12 days**

We are requesting written approval prior to proceeding with this change.

Notes: All work to take place during the work week (no weekend or holiday work). No testing, winter conditions, painting, electrical, or mechanical not listed (above/attached) are included. If this work can take place concurrently with the other work in the contract documents, and current sequence of work, then additional supervision time will not be needed - if it is required, additional supervision cost will need to be added.

Please review and contact me if you have any questions. We would like to proceed as soon as possible.

Thank You,

Bill Hays

Bill Hays

Project Manager

<i>Accepted By</i>	<i>Date</i>

Consent of Surety to Final Payment

AIA DOCUMENT G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

TO OWNER:

(Name and address)

City of Cresca, 130 No. Park Place, Cresco,
Iowa 52136

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:

(Name and address)

Wastewater Treatment Plant Sludge Handling &
Storage Improvements

CONTRACT DATED: March 22, 2011

Magney Construction, Inc.

1401 Park Road Chanhassen, MN 55317

In accordance with the provisions of the Contract between the Owner and the Contractor as included above, the Fidelity & Deposit Company of Maryland
3910 Keswick Road Baltimore, MD 21201

(Insert name and address of Surety)

SURETY, on bond of Magney Construction, Inc.

(Insert name and address of Contractor)

1401 Park Road Chanhassen, MN 55317

, CONTRACTOR,
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the

Surety of any of its obligations to

(Insert name and address of Owner)

City of Cresca, 130 No. Park Place, Cresco, Iowa 52136

, OWNER,
as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:

(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal):

Chris Hansen

Fidelity & Deposit Company of Maryland
(Surety)

(Signature of authorized representative)

Kurt C. Lundblad, Attorney-in-fact
(Printed name and title)

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.

The language in this document conforms exactly to the language used in AIA Document G707 - Consent of Surety Company to Final Payment - 1994 Edition.

RESOLUTION NUMBER _____

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

WHEREAS, the City of Cresco was awarded a grant of 85% of eligible project costs, not to exceed \$42,500, for the Cresco Municipal Airport to update the master plan, and

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

THEREFORE, Council Person _____ moved the adoption of the foregoing Resolution Authorizing the Mayor and City Clerk to enter into an agreement with the Iowa Department of Transportation. Council Person _____ seconded said motion. A roll call vote was requested by the Mayor and said roll call vote resulted as follows:

Ayes: _____

Nays: _____

Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the agreement dated July 16, 2012, between the City of Cresco and IOWA DEPARTMENT OF TRANSPORTATION is approved and that the Mayor and City Clerk are authorized to execute the agreement on behalf of the City of Cresco.

PASSED AND APPROVED THIS 16TH DAY OF JULY, 2012.

BY: _____
Mayor Mark Bohle

ATTEST: _____
City Clerk Michelle Girolamo

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT
FOR THE FISCAL YEAR 2013
Airport Improvement Program**

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

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

Improvements shall consist of: **Update master plan**, as more clearly defined in the project application.

It shall be referred to as the "Project" and shall be identified by
Project number: **9I130CJJ100**
Contract number: **14161**

9.0 GENERAL PROVISIONS

2.01 The SPONSOR shall have the project under contract no later than 12 months after the date of the agreement or the Iowa DOT reserves the right to revoke this grant.

2.30 The Iowa DOT agrees to reimburse the SPONSOR **85%** of the eligible project costs, not to exceed the maximum amount payable of **\$42,500**, incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding, and final reimbursement will be made up to the contract amount in whole dollars.

2.31 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180.

(<http://www.legis.state.ia.us/Rules/Current/iac/761iac/t180/t180.pdf>)

- Competitive bid procedures for all projects greater than \$125,000.
- Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between \$69,000 and \$125,000
- Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between \$48,000 and \$125,000,
- Informal local procedures for projects less than the thresholds identified for competitive quotations.

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

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

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

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

3.00 PROJECT CONDITIONS

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

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

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

4.00 SPECIAL PROVISIONS

4.01 None

5.00 SPONSOR ASSURANCES

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

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

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

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

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

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

By: _____

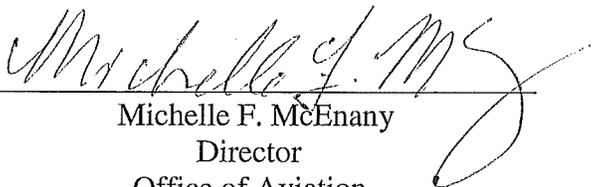
Attested: _____

Title: _____

Title: _____

Signed this 10th day of July, 2012, on behalf of the Iowa Department of Transportation.

By:



Michelle F. McEnany
Director
Office of Aviation