NOTICE AND CALL OF PUBLIC MEETING

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA
DATE OF MEETING: SEPTEMBER 4, 2013
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 19, 2013
4. Application for Tax Abatement under the Urban Revitalization Plan for Northeast Iowa Service LLC
5. Approval of Pay Request #1 for $5,512.00 for S & B Construction for Housing Rehab Project
6. Approval of Street Closing for North Park Place on October 19, 2013 for K-9 Fundraiser

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. Public Hearing on Ordinance 447 to Amend Section 105.05(5)(C) in the City of Cresco Code of Ordinances Pertaining to Recreational Fires
2. First Reading of Proposed Ordinance 447
3. Bill Angerman of WHKS to Present Feasibility Study on the Granger Road Reconstruction
4. Third Reading of Proposed Ordinance 446 Adopting the "Code of Ordinances of the City of Cresco, Iowa"
5. Approval of Ordinance 446 Adopting the "Code of Ordinances of the City of Cresco, Iowa"
6. Resolution Authorizing Mayor and City Clerk to Enter into a Purchase Agreement with Cresco Liquor Store
7. Resolution Requesting Alliant Energy to Install a Street Light on Yankee Avenue
8. Discussion Regarding Converting Intersections on 4th Avenue East to a Four-Way Stop
9. Don Gooder to Discuss Options for the Waterworks Building

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 3, 2013.

RESOLUTION NO. 091301

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 4th day of September, 2013, in Council Chambers at City Hall. At this meeting the Council proposes to amend the Code of Ordinances of the city of Cresco, Iowa, by amending provisions pertaining to recreational fires.

The ordinance 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.

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

BY ORDER OF THE CITY COUNCIL OF CRESCO, IOWA

Michelle Girolamo

Michelle Girolamo City Clerk

Notes for September 4, 2013 Meeting August 29, 2013

Public Hearing – Fire Rings – public hearing to amend the Code of Ordinances to change the ordinance that would require fire pits to be at least 25 feet from a neighbor's structure or dwelling. This will allow the disputed fire ring in Bentley's backyard to remain near the alley and not be moved closer to the neighbor's house. Enclosed is a copy of the proposed Ordinance 447.

Granger Road Feasibility Study – Bill Angerman will present two options for reconstructing the Granger Road. PW Committee has reviewed the plans and recommends going ahead with the narrower road and going out for bids this spring. The PW Committee and WHKS attended a Howard County Supervisors meeting to request help with the project. The County determined that no funding was available due to their large road/bridges projects already scheduled.

Land Purchase – we need to buy a 25x25 foot piece of land so the generator can be installed for the Lift Station by the Liquor Store.

Street Light – Chuck Malek requested the City to install a street light near the spec house being built on Yankee Avenue. We could rent one for $328 installation fee and $14.27/month or else purchase the pole and anchor for $918 and $6.01/month. We usually purchase the pole for $918.

Stop Signs – We received the enclosed letter requesting the City to look at converting 4 intersections to 4-way stop signs. Rod & Tim inspected the intersections and are recommending converting only the 4th Ave E and 6th ST E intersection. If you are coming from the west, there are some trees obstructing the view so this would help at that intersection.

Waterworks Building – Don Gooder would like to discuss other options for the Waterworks building rather than tearing it down. Rod and Don met with Scott Flag from the Iowa DNR to tour the building.

Michelle

The Cresco City Council met August 19, 2013, at 7:00 pm at City Hall. Council members Carman, Bouska, McGee, McCarville and Loveless were present. No Council members were absent.

McCarville made the motion to approve the consent agenda which included approval of the: agenda; claims; minutes of the August 5, 2013 meeting; Class C Liquor License (LC) with Sunday sales to Chris Ator dba Cresco Lanes Sports Bar & Grill; Special Class C Liquor License (BW) (beer/wine) on September 20, 2013 with outdoor service to Cresco Chamber of Commerce dba Norman Borlaug Harvest Fest; parade permit for September 21, 2013; street closing permit for N Elm ST from 1st Ave to Hwy 9 September 20-22, 2013; street closing permit for Southside Parking Lot September 18-22, 2013; street closing permit for 1st Ave W from N Elm ST to Dollar General on September 21, 2013; street closing permit for alley north of Farm Bureau Financial Services on September 18, 2013; tax abatement under the Urban Revitalization Plan for Gary and Sara Gooder. Bouska seconded and it passed all ayes.

Public Works Director Rod Freidhof reported: (a) Street Department will finish chip sealing this week, start trimming trees, hauling in sand and preparing for winter; (b) Water Department is building shelving and will move in the next few weeks; (c) Sewer Department is getting ready to haul sludge. Property was purchased from the Liquor Store for $2,000 plus costs to set the generator on: (d) WHKS will do a walk-through on the watermain looping project; (e) Riehle Decorating applied waterproofing to the Theatre outer walls that was budgeted for $15,000. They are now fixing an interior wall damaged by the leaking roof or walls that will cost an estimated $20,000 additional that was not budgeted. The rooftop air conditioners are over 30 years old, flooring needs to be replaced and the west handicap ramp railing all need to be addressed in the next few years.

Police Chief Tim Ruroden reported that National Night Out went great with a good turnout and a lot of organizations that helped put it on. He thanked the Red Cross, Girl Scouts, Boy Scouts, Sherriff's Department, Ambulance Service and Fire Department. Due to speeding complaints on 12th Avenue, a speed trailer will be set up to try to address the problem.

City Clerk Michelle Girolamo reported that the July financial statements were enclosed in the packet. They are working on a budget amendment and the Street Finance Report. The Cresco Theatre is purchasing chairs from the Hancher Auditorium at the University of Iowa for less than $4 per seat. Marla Johnson is looking for volunteers to help remove the chairs and load them in a truck on August 25th. We are getting almost 500 seats which will replace all existing chairs in the theatre.

Mayor Bohle explained the purpose of a public hearing for gifting the old City Hall building to Howard County. In April 2010, the City agreed to rent to the County Store for a year at a minimal $50 per month just to cover the insurance. This would give the County Store time to get their finances in order so that they could purchase the building. Each year since, they have asked for an extension. By law, the City is not allowed to lease for less than fair market value nor sell it for less than FMV so the City had to make a decision whether to raise the rent or to sell the building. At a worksession, Council decided to sell the building. The last appraisal was in 2009 for $169,500 which everyone knew was too high so the only option was to sell it by auction and therefore establishing FMV. In the meantime, a Board Member of the County Store/Howard County Supervisor suggested the City gift it to the County which could then gift it to the County Store. The Mayor stressed that the Council appreciates the benefits of the County Store and is supporting the County Store. If it is determined that Howard County cannot gift it to the County Store then the building may revert back to the City for a public auction. The decision tonight is whether to gift the building to Howard County or to have a public auction.

Mayor Bohle opened the Public Hearing on the gift of real estate to Howard County, Iowa for the old City Hall located at 227 N Elm. There was one written comment that the Mayor

read and a comment from a phone message. Seven people addressed Council regarding the benefits that the County Store does for the community. The public hearing was closed. Attorney Braun reiterated that a City can only make a gift of real estate to another governmental agency for a public purpose. He could draft the deed and purchase agreement stating that it is subject to the ability of Howard County to be able to gift it to the County Store to be operated as the County Store. Loveless made the motion to approve a resolution to gift real estate to Howard County, Iowa with the stipulation that the County is able to gift it to the County Store. Bouska seconded the motion. Bouska stated that she spoke to most business owners on the north half of downtown and the majority wanted it to go to the County Store. Some did speak fervently that it should be put to auction and let the market decide. Many also voiced concerns of the fire hazard and requested that the County Store be cleaned up. Loveless, Bouska and McCarville voted aye. McGee and Carman voted nay. The motion passed by majority vote.

Maria Larson, representing the Cresco Business Committee, addressed Council with concerns about bike riding on the sidewalks downtown despite the no bike signs. They were wondering if it could be enforced by the police more and perhaps be patrolled by bike. Also, people are still parking in the yellow no parking zones. Chief Ruroden asked that people call the police so they could come and ticket illegal parking. Maria suggested possibly putting bike racks in the no parking zone. She also commented that speeding was an issue on Elm Street too. When asked about the bike patrol, Ruroden explained that the bike is used mainly for special events and safety classes at the schools. She thanked Council again for the pedestrian signs on Elm Street and said they receive many positive comments. She also voiced displeasure about the Amish not cleaning up after their horses.

Tony Halverson again requested a permit to erect a fence in the parking lot on the east and south sides of Sandy's Café. He rejected an offer from the City and CUSB to rent it for $1,000. If the City would approve a fence permit, it would require the fence to be set back at least 3 feet and be a white vinyl clad fence to match other fences in the downtown area.

Mayor Bohle performed the second reading of a summary of proposed Ordinance 446 adopting the "Code of Ordinances of the City of Cresco, Iowa". Bouska made the motion to approve the second reading. Loveless seconded and it passed all ayes.

Loveless made the motion to allow a sewer adjustment for water not entering the sanitary sewer system from Jackie Barthelme. McGee seconded the motion. Bouska brought up the fact that this credit request was unusual because the outside hose was left on by mistake after filling a pond. It was pointed out that past requests for credits were not granted for people filling swimming pools or excessively watering their yards. Past credits were only granted for broken pipes or vandalism for water not entering the sewer. Carman, Bouska, McGee, McCarville and Loveless voted nay. The motion was unanimously rejected.

McGee made the motion to approve the recommendation of the Cresco Library Board and Cresco Library Foundation to re-appoint Mark Grinhaug for a term expiring 6/30/18. Carman seconded and it passed all ayes.

Loveless made the motion to approve the recommendation of the Cresco Library Board and Cresco Library Foundation to appoint Sharron Meyer for a term expiring 6/30/18. Bouska seconded and it passed all ayes.

Carman made the motion to approve the recommendation of the Cresco Library Board and Cresco Library Foundation to re-appoint Helen Schmauss for a term expiring 6/30/18. McGee seconded and it passed all ayes.

Bouska made the motion to approve the recommendation of the Cresco Library Board and Cresco Library Foundation to re-appoint Jan Dybevik for a term expiring 6/30/18. Carman seconded and it passed all ayes.

Loveless made the motion to set a public Hearing on September 4, 2013 at 7:00 pm to amend Section 105.05(5)(C) in City of Cresco Code of Ordinances pertaining to recreational fires. McCarville seconded the motion. Carman, McGee, McCarville and Loveless voted aye. Bouska voted nay. Motion passed by majority vote.

Don Gooder requested the Council to give him time to meet with Scott Flag from the DNR to discuss the possibility of getting a Derelict Building Grant and to research possible uses of the Waterworks building before it is demolished. The Council agreed that he should report back no later than the second September meeting with a proposal. McCarville pointed out that the City cannot afford to save every old building and that the train is a prime example of getting funds to fix it up but then the maintenance expense down the road is left to the City and the taxpayers to maintain it. The Mayor reminded them that a proposal to repair the roof was almost $60,000 two years ago. The inside needs a lot of work and there is no functional use for the building right now.

Mayor asked if there were any comments from the audience. Bouska thanked the Boy Scouts for attending. There were no other comments from the audience.

Carman moved to adjourn at 7:55 pm. McCarville seconded and it passed all ayes. The next regular Cresco City Council meeting will be at 7:00 pm on Wednesday September 4, 2013 at Cresco City Hall.

Mayor Mark Bohle

City Clerk Michelle Girolamo

Following is a list of claims approved for payment:

ADVANCED SYS	Maint	62.94
ALLIANT	Elect	1,066.88
BAKER&TAYLOR	Books	1,645.42
BITUMINOUS	Supp	16,813.90
BLACK HILLS	Nat Gas	2.20
BC / BS	Insur	25,132.82
BOB'S ELECT	Supp	214.93
BROWN SUPP	Supp	45.00
BRUENING ROCK	Rock	2,644.19
CARDMEMBER	Supp	463.16
CARQUEST	Supp	104.36
CITY LAUNDERING	Srvc	87.76
CITY OF CRES	Insur,Util	3,074.01
CRES CHAMBER	Tourism	1,500.00
CRES FINE ARTS	Tourism	500.00
CRES FIRE SAFETY	Srvc	238.80
CRES HEATING&VENT	Rprs	366.45
CRES INS AGENCY	Insur	235.00
CRES SHOPPER	Supp	194.41
CRES SMALL ENG	Supp	50.00
CRES TIMES PLAIN	Advrt	310.12
CROELL	Supp	784.50
DATA TECH	Srvc	13,396.29
DEMCO	Supp	222.80
FENCO	Supp	69.36
FOLLETT SOFTWARE	Srvc	219.66
GALLS	Uniform	66.98
GILLUND ENTERPR	Supp	91.68
GOSCH'S	Rprs	241.45
GROUP SRVC	Fee	338.25
HAWK ALARM SYS	Fee	288.00
HAWKEYE REC	Elect	7,223.55
HAWKEYE SAN	Grit	158.61
HENRY'S PAINTING	Srvc	1,104.03
HOGAN HANSEN	Audit	8,500.00
HOVEY OIL	Gas	360.00
IA DEPT OF NAT	Fee	1,275.00
IA DEPT OF TRANSP	Supp	1,434.00
IA DIVIS OF LABOR	Srvc	25.00
IA LEAGUE OF CIT	Training	555.00
IA ONE	Srvc	43.20
IA SPORTS SUPP	Supp	50.06
JOHNSON ACCTG	Srvc	537.00
KCZQ-FM	Advrt	100.00
KEYSTONE LAB	Analys	1,513.65
KWIK TRIP	Gas	161.66
LIFEGUARD STR	Supp	630.12
NE IA MOTORS	Srvc	109.95
O'HENRY'S	Supp	4.00
PANOS FARM	Rprs	2,607.87
PAYROLL		62,518.39
PECINOVSKY,CLAIR	Phone	18.59
PEPSI-COLA	Concession	220.09
PETROLEUM MRKTRS	Insur	750.00
PETTY CASH	Postage	132.03
PHIL'S LAWN	Supp	78.00
POOL TECH	Supp	722.32
POSTMASTER	Postage	125.00
R.S. TECHNOLOG	Supp	300.00

RACOM	Srvc	881.00
RICOH	Copies/lease	535.36
RILEY'S	Supp	515.74
RUPPERT	Supp	458.46
SCHMAUSS, JOHN	Uniform	112.25
SCHUMACHER ELEV	Maint	134.77
SOBOLIK, DICK	Maint	800.00
TASC	Fee	210.80
TUPY CONSTRUCT	Rprs	500.00
UNITYPOINT CLINIC	Srvc	37.00
WILDFLOWER ART	Supp	53.38
WINDRIDGE IMPL	Equip	4,028.00
WINDSTREAM	Phone	111.43
ZEE MEDICAL	Supp	43.33

General Fund	62,120.44
Hotel/Motel	2,000.00
Local Option Tax	18,420.39
Mediacom	620.85
Office Equip	13,396.29
Drug Dog	786.00
Cresco Comm Fire	525.89
Road Use	15,761.64
Emp Benefits	19,279.80
Water Utility	12,198.54
Water Util Rplc	705.51
Sewer Opera	22,985.45
Cap Improv	67.36
Yardwaste	1,281.80

EXPENDITURES	170,149.96
Revenues 8/6 to 8/19/13	171,028.95

PAY REQUEST

TO: City of Cresco

DATE: 8/24/13

PROJECT: Dan Smith Residence (622 – 3rd Ave. W.)

PAY REQUEST NUMBER: 1

CONTRACT BREAKDOWN	ORIGINAL CONTRACT AMOUNT	CHANGE ORDERS	ADJUSTED CONTRACT AMOUNT	% COMP.	VALUE OF WORK COMPLETED
Dirt Fill	$ 100.00				
House Roof	5,782.30			~~100%~~	
House Roof w/o sheathing	-----	*If sheathing not needed, pay $4,819.00.*		100%	4819 00
Attic Insulation	60.00				
Steel Doors	600.00				
Storm Doors	380.00				
Replacement Windows	2,070.88			100%	2070 88
Laundry Room Walls/Ceiling	500.00				
Laundry Room Flooring	240.00				
Electrical	3,414.00				
Mechanical	3,120.00				
Lead Safe Work Practices	200.00				
TOTAL	**$16,467.18**				6889 88

Net Contract Amount to Date $ 16467 18

Total Value of Work Completed $ 6889 88

20 Retained (20% / Final-0%) $ 1377 97

Value of Work Completed Less Retained $ 5512 00

Less Total Previously Certified $ 0.00

AMOUNT DUE THIS REQUEST $ 5512 00

Dan Smith

OWNER: Dan Smith

Scott Engelhardt

CONTRACTOR: S & B Construction

Scott Nye

APPROVED: Program Inspector

APPROVED: City of Cresco

(CITY HALL: Please hold check until authorization received from Melanie to release. Thank you!)

STREET CLOSING/PARADE PERMIT

DATE 9/2/13

NAME Cresco Police Department · Gary Jacobson K9 officer

PERMISSION TO CLOSE: North Park Place

REASON FOR CLOSURE: Thon-a-Thon Glow for Thor K9 5K walk/run fundraiser

DATE: October 19, 2013

TIME: (from) ~~1930~~ 6:30 pm (to) 8:30 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:

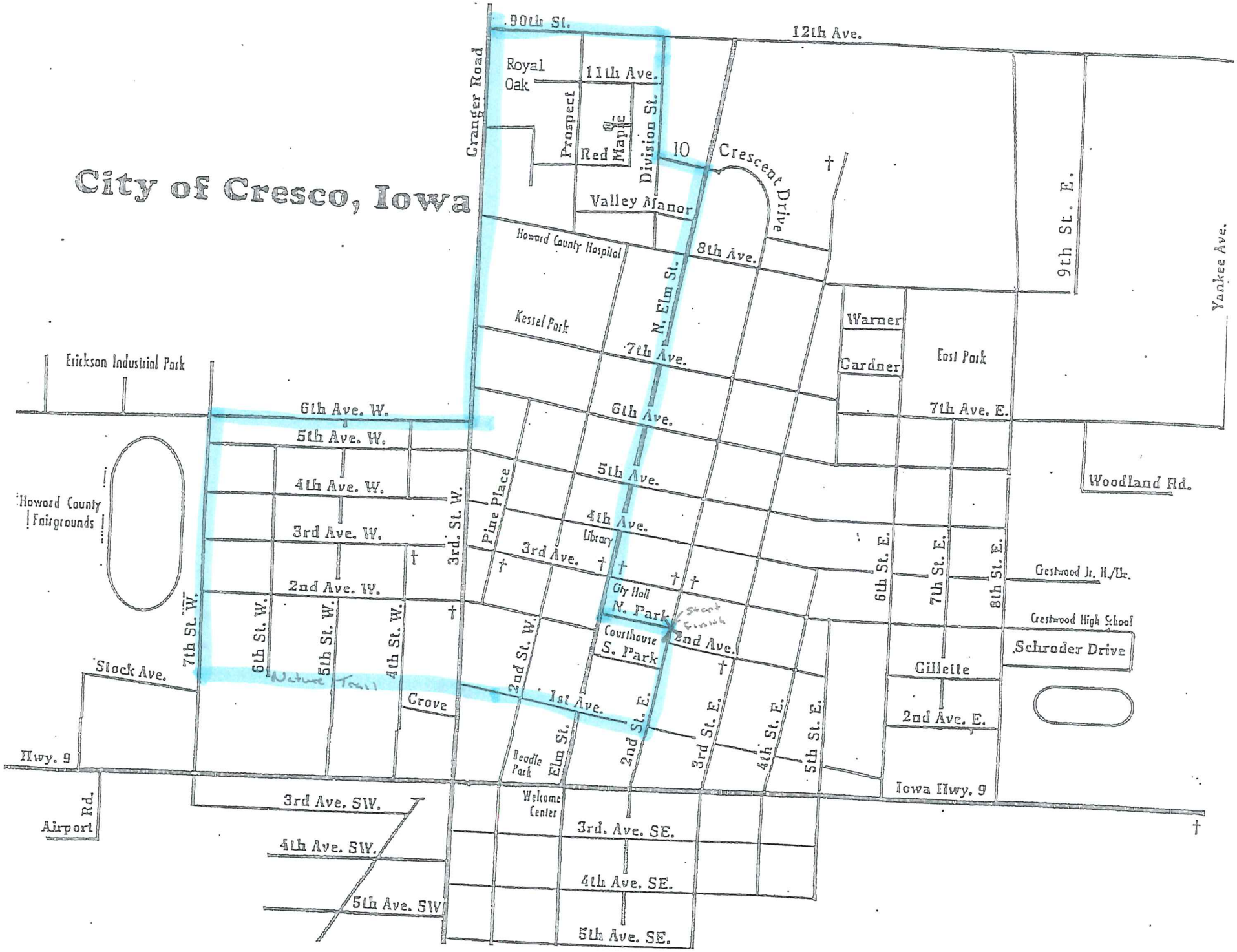
1. "Parade" Defined. "Parade" means any march or procession of persons or vehicles organized for marching or moving on the streets in an organized fashion or manner or any march or procession of persons or vehicles represented or advertised to the public as a parade.

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



ORDINANCE NO. 447

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESCO, IOWA, BY AMENDING PROVISIONS PERTAINING TO RECREATIONAL FIRES

BE IT ENACTED by the City Council of the City of Cresco, Iowa, as follows:

SECTION 1. Section 105.05(5)(C) of the Code of Ordinances of the City of Cresco, Iowa, is repealed and the following adopted in lieu thereof:

105.05(5)(C) RECREATIONAL FIRES. Recreational fires shall be located at least 25 feet from any neighbor's structure or dwelling.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED THIS _____DAY OF _____, 2013.

_____
Mayor Mark Bohle

ATTEST: _____
City Clerk Michelle Girolamo

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. 447 on the _____ day of _____, 2013.

_____
City Clerk Michelle Girolamo

105.05 OPEN BURNING RESTRICTED. No person shall allow, cause or permit open burning of combustible materials where the products of combustion are emitted into the open air without passing through a chimney or stack, except that open burning is permitted in the following circumstances:

(IAC, 567-23.2[455B] and 567-100.2)

1. Disaster Rubbish. The open burning of rubbish, including landscape waste, for the duration of the community disaster period in cases where an officially declared emergency condition exists, provided that the burning of any structures or demolished structures is conducted in accordance with 40 CFR Section 61.145.

(IAC, 567-23.2[3a])

2. Trees and Tree Trimmings. The open burning of trees and tree trimmings at a City-operated burning site, provided such burning is conducted in compliance with the rules established by the State Department of Natural Resources.

(IAC, 567-23.2[3b])

3. Flare Stacks. The open burning or flaring of waste gases, provided such open burning or flaring is conducted in compliance with applicable rules of the State Department of Natural Resources.

(IAC, 567-23.2[3c])

4. Landscape Waste. No landscape waste shall be burned within the City of Cresco, except in an officially declared emergency condition as described in subsection 1 above.

5. Recreational Fires. Open fires for cooking, heating, recreation, and ceremonies, provided they comply with the limits for emission of visible air contaminants established by the State Department of Natural Resources and the following regulations.

A. Recreational fires shall be confined to a fire pit or fire ring.

B. Recreational fires shall not exceed 3 feet in width and fueled 12 inches in height.

C. Recreational fires shall be located at least 25 feet from any structure or dwelling.

D. Recreational fires shall be constantly attended and monitored by a person who shall take responsibility for the fire and shall have a garden hose connected to a water supply or other approved fire extinguishing equipment readily available.

E. Recreational fires shall be completely extinguished by 1:00 a.m.

F. Police officers or the Fire Chief shall be authorized to order any recreational fires to be extinguished if smoke emissions cause serious annoyance or disturbance or a disturbance of the peace.

G. Only logs, sticks or twigs, and dry seasoned wood shall be burned in recreational fires. No landscape waste, garbage, refuse, paper products, treated lumber or other items shall be burned.

ORDINANCE NO. 446

Below is a summary of ORDINANCE 446. A full copy of said Ordinance may be obtained between 8 am and 4:30 pm weekdays at City Hall, 130 North Park Place, Cresco, IA.

BE IT ENACTED by the City Council of the City of Cresco, Iowa, as follows:

THE CITY OF CRESCO IS ADOPTING A NEW "CODE OF ORDINANCES OF THE CITY OF CRESCO, IOWA."

All ordinances or parts thereof in force on the effective date of this ordinance are hereby repealed, except ordinances listed in the full version of Ordinance 446. Repeal shall not affect the City's obligations for indebtedness

An official copy of the NEW "CODE OF ORDINANCES OF THE CITY OF CRESCO, IOWA" is on file in the office of the City Clerk, and shall be kept available for public inspection.

The foregoing shall be in full force and effect from and after the date of passage and publication as provided by law.

RESOLUTION NUMBER _____091302_____

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PURCHASE AGREEMENT WITH CRESCO LIQUOR STORE

WHEREAS, the City of Cresco plans to install a stand-alone generator for the Lift Station located just north of the Cresco Liquor Store; and

WHEREAS, the City needs 25 foot square piece of land to install the generator on; and

WHEREAS, the Cresco Liquor Store is willing to sell this land to the City of Cresco for $2,000.

NOW THEREFORE BE IT RESOLVED that the Mayor and City Clerk are authorized and directed to sign the Purchase Agreement to purchase real property from the Cresco Liquor Store for $2,000.

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 Agreement between the City of Cresco and Data Technologies, Inc. is approved and that the Mayor is authorized to execute the agreement on behalf of the City of Cresco.

PASSED AND APPROVED THIS 4TH DAY OF SEPTEMBER, 2013.

BY:_____
Mayor Mark Bohle

ATTEST:_____
City Clerk Michelle Girolamo

Joseph P. Braun ISBA # AT0001120

PURCHASE AGREEMENT

TO: Cresco Liquor Store, a partnership (SELLER)

The undersigned BUYER hereby offers to buy and the undersigned SELLER by their acceptance agree to sell the real property situated in Howard County, Iowa, legally described as:

> Beginning at a point 175 feet North of the Southeast corner of the West 110 feet of the East 354 feet of Block Three (3) of the Subdivision of Block Four (4) of Gillette's Addition to Cresco, Howard County, Iowa, thence West 25 feet; thence North 25 feet; thence East 25 feet; thence South 25 feet to point of beginning

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYER, on possession, are permitted to use the Property for residential purposes:

1. PURCHASE PRICE. The Purchase Price shall be $2,000.00 all of which shall be paid on the date of closing.

2. REAL ESTATE TAXES. SELLER shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years. BUYER shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS. SELLER shall pay in full all special assessments which are a lien on the Property.

4. RISK OF LOSS AND INSURANCE. SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLER agrees to maintain existing insurance and BUYER may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYER shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on _____, and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLER'S possession shall be made as of the date of possession. Closing shall occur after approval of title by BUYER'S attorney and vacation of the Property by SELLER, but prior to possession by BUYER. SELLER agree to permit BUYER to inspect the Property within _____ hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of

the date of possession. This transaction shall be considered closed upon the filing of title transfer documents and receipt of all funds then due at closing from BUYER under the Agreement.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached, such as: attached wall-to-wall carpeting, built-in appliances, light fixtures (including light bulbs), water softeners (except rentals), shutters, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, television antennas (including satellite dishes), air conditioning equipment (except window type), door chimes, automatic garage door openers, electrical service cables, attached mirrors, fencing, gates, attached shelving, bushes, trees, shrubs and plants. Also included shall be the following:

The following items shall not be included:

7. CONDITION OF PROPERTY. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLER in its present condition until possession, ordinary wear and tear excepted. BUYER acknowledges that they have made a satisfactory inspection of the Property and are purchasing the Property in its existing condition.

8. ABSTRACT AND TITLE. BUYER, at their expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, _____, and deliver it to BUYER'S attorney for examination. It shall show merchantable title in SELLER in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The SELLER shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLER'S inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYER when the purchase price is paid in full. SELLER shall pay the costs of any additional abstracting and title work due to any act or omission of SELLER, including transfers by or the death of SELLER or their assignees.

9. SURVEY. BUYER may, at BUYER'S expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect. If the survey is required under Chapter 354, SELLER shall pay the cost thereof.

10. ENVIRONMENTAL MATTERS. (a) SELLER warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLER have done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrant that the Property is not subject

to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLER shall also provide BUYER with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here:

(b) BUYER may at their expense, within _____ days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYER' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYER. However, in the event SELLER are required to expend any sum in excess of $_____ to remove any hazardous materials, substances, conditions or wastes, SELLER shall have the option to cancel this transaction and refund to BUYER all Earnest Money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYER. The expense of any action necessary to remove or otherwise make safe any hazardous material, substance, conditions or waste shall be paid by SELLER, subject to SELLER'S right to cancel this transaction as provided above.

11. DEED. Upon payment of the purchase price, SELLER shall convey the Property to BUYER by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYER.

12. STATEMENT AS TO LIENS. If BUYER intends to assume or take subject to a lien on the Property, SELLER shall furnish BUYER with a written statement prior to closing from the holder of such lien, showing the correct balance due.

13. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

14. APPROVAL OF COURT. If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless declared unnecessary by BUYER'S attorney. If the sale of the Property is subject to court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved by _____ either party may declare this Agreement null and void, and all payments made hereunder shall be returned to BUYER.

15. REMEDIES OF THE PARTIES. A. If BUYER fail to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYER' default (during which thirty days the default is not corrected), SELLER may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLER fail to timely perform this Agreement, BUYER have the right to have all payments made returned to them.

C. BUYER and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

16. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.

17. CERTIFICATION. BUYER and SELLER each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

18. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

19. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

20. ADDITIONAL PROVISIONS: Buyer will pay all legal fees for the transfer.

[] A. SALE OF BUYER'S PROPERTY. This Agreement is contingent upon the sale and settlement of the BUYER' property locally known as _____ on or before _____. If settlement has not been made by this date, the SELLER may rescind this Agreement by giving notice to BUYER that unless sale and settlement of BUYER' property is made within five (5) business days of such notice, then this Agreement shall be null and void. Unless SELLER give such written notice, this Agreement shall remain valid until the sale of BUYER' property.

SELLER reserve the right to continue to offer the Property for sale. Should SELLER receive

another offer which they desire to accept, BUYER shall have _____ days from the delivery of written notice to waive the "contingency of sale." Notice from the BUYER to the SELLER, removing the contingency of sale, shall be timely delivered to the SELLER along with reasonable assurance that BUYER can complete the purchase without the sale of the property referenced above.

If BUYER do timely remove such contingency, this Agreement will remain in full force and effect (but without being contingent on the sale of BUYER' property). If BUYER does not timely remove such contingency, SELLER will immediately return to BUYER all earnest money paid, this Agreement will be of no further force and effect, and neither party will have any further obligation to the other hereunder.

[] B. TERMITE INSPECTION. _____ at their expense shall have the Property inspected for termites or other wood destroying insects by a licensed pest inspector prior to closing. If active infestation or damage due to prior infestation is discovered, SELLER shall have the option of either having the Property treated for infestation by a licensed pest exterminator and having any damage repaired to the BUYER' satisfaction or, declaring this Agreement null and void and returning all earnest money to BUYER. This provision shall not apply to fences, trees, shrubs or outbuildings other then garages. BUYER may accept the property in its existing condition without such treatment or repairs.

[] C. WELL TEST. SELLER, at SELLER' expense, shall provide BUYER, within _____ days after acceptance of this offer, a report issued by the county health department, or a qualified testing service, indicating the location of any well on the Property and that water from each well (1) is safe for its intended use and (2) is in sufficient quantity for its intended use. If BUYER receives an unsatisfactory report, the basis for which cannot be resolved between BUYER and SELLER within _____ days of receipt thereof, then upon written notice from BUYER to SELLER, this agreement shall be null and void and all earnest money paid shall be returned immediately to BUYER.

[] D. RADON TEST. Within _____days after the date of acceptance of this offer, SELLER, at their expense, shall have the property tested for the presence of Radon gas by a qualified professional and shall provide the written results of such test to BUYER within the same time period. If said results reveal the presence of Radon in the Property at a level greater than 4.0 pCi/L and SELLER do not agree to remediate the Property at SELLER' expense such that the Radon levels in the Property are reduced to a level below 4.0 pCi/L, then BUYER shall have the option to terminate this agreement, in which case all earnest money shall be returned to BUYER and this Agreement shall be of no further force or effect.

[X] E. NO REAL ESTATE AGENT OR BROKER. Neither party has used the services of a real estate agent or broker in connection with this transaction. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which shall survive closing.

[] F. OWNERS' ASSOCIATION. If the property is subject to control by an association of

owners, this Agreement is contingent upon the timely satisfaction or waiver of those conditions set forth on the Owners' Association Addendum attached hereto and by this reference made a part hereof. Buyer may, before closing and no later than ____ (__) days after receipt of all responsive documents, elect to cancel this Agreement by written notice of cancellation to Seller. If Buyer elects to so cancel this Agreement, then this Agreement shall be null and void and the earnest money paid by Buyer shall be refunded. In the event Buyer do not timely notify Seller of cancellation, this Agreement shall be binding and remain in full force and effect.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYER on or before the _____, this Agreement shall be null and void and all payments made shall be returned immediately to BUYER.

Accepted _____

Dated _____

CRESCO LIQUOR STORE (SELLER)

BY:_____

BY:_____

CITY OF CRESCO (BUYER)

BY:_____
Mark Bohle, Mayor

BY:_____
Michelle Girolamo, City Clerk

ALLIANT ENERGY

STREET LIGHTING RESOLUTION

The following Resolution #091303 was adopted by the City Council of the City of Cresco at a meeting held on September 4, 20 13.

Be it resolved by the City Council of the City of Cresco, that Alliant Energy Inc. is hereby directed to make the following changes to the existing system, at the locations described below (or shown on an attached map made a part of this Resolution) according to the terms expressed in the existing street light contract:

NEW INSTALLATION OR CHANGES IN EXISTING SYSTEM					
ADD NUMBER	DELETE NUMBER	WATTAGE	STYLE OF LUMINAIRE	TYPE AND HEIGHT OF POLE	WIRING *(check one)*
1.					☐ OH ☐ UG
2.					☐ OH ☐ UG
3.					☐ OH ☐ UG

LOCATION OF NEW INSTALLATION OR CHANGES
1. Street light on West Side of Yankee in front of new house at 1006 Yankee Ave.
2.
3.

Mayor _____

declared said Resolution duly passed and adopted the _____

day of _____, 20 _____.

Attest _____

Title _____

August 28, 2013

To Whom It May Concern:

We are writing in request to make the following intersections 4 way stops:

4th Ave E and 6th St E

4th Ave E and 7th St E

Both of these intersections are highly traveled with school traffic as well as children on foot and bikes so safety is our biggest concern.

We also feel it would be in everyone's best interest for you to look at the first two intersections west of the high school (3rd Ave E and 7th St E/3rd Ave E and 6th St E) for four way stops as this area is also highly traveled and a safety concern.

Thank you for your time and consideration in this matter.

Respectfully,

Danny and Jamie Isaacson