

**NOTICE AND CALL OF PUBLIC MEETING**

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA

DATE OF MEETING: JULY 2, 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 June 18, 2012
4. Application for Tax Abatement under the Urban Revitalization Plan for Todd & Gena Ollendieck
5. Application for Tax Abatement under the Urban Revitalization Plan for Richard Holten & Bryan Sheehy
6. Approval of Pay Request #1 for \$74,656.39 for Skyline Construction Inc for 2<sup>nd</sup> Avenue East Reconstruction Project
7. Request for Street Closing for Alley between 3<sup>rd</sup> Street East and 6<sup>th</sup> Street East on 7/21/11
- 8.

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

1. Public Works
2. Police
3. Administration

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

1. Awarding of Hotel/Motel Tax Grant for Tourism Projects
2. Request for Sewer Adjustment for Water not Entering the Sanitary Sewer System from Barbara Mohs
3. Discussion on Bids and Possible Award of Contract for Repair of Scene Shop Roof
4. Resolution Authorizing Mayor to Enter into a Professional Agreement with Hogan Hansen PC to Conduct an Audit of the Financial Statements of the City of Cresco

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 JUNE 27, 2012.

The Cresco City Council met June 18, 2012, at 7:00 pm at City Hall. Council members Carman, Bouska, McGee and Loveless were present. McCarville arrived at 7:02 pm. No council members were absent.

Bouska moved to approve the consent agenda which included approval of the: agenda; claims; minutes of the June 4, 2012 meeting; street closing permit for Cresco Wildlife Club for a portion of 6<sup>th</sup> Ave W on 7/18/12, 8/12/12, and 9/9/12; pay request #1 for \$11,660.80 for Jirak Construction for Housing Rehab Project. McGee seconded and it passed all ayes.

Public Works Director Rod Freidhof reported: (a) 2<sup>nd</sup> Avenue project has finally passed the pressure test after problems with air bubbles, driveway approaches are almost done and working on getting the road to grade; (b) Water Dept has been fixing patches from watermain breaks; (c) Sewer Dept is draining an aeration basin to replace the diffuser heads and a contractor is doing some manhole rehab; (d) cross-training for the merger is going well; (e) Street Dept is rocking 12<sup>th</sup> Ave & 5<sup>th</sup> Street SE and will begin chip sealing other streets this week; (f) updated status of nuisance houses was reported.

Police Chief Tim Ruroden reported that he is still working with the insurance company on the two police cars. They are still installing the equipment in the new car. Officers are preparing for the fair this week.

City Clerk Michelle Girolamo reported: (a) draft of the comprehensive plan is available on the website with a place to submit public comments; (b) Theatre has been given auditorium seats and Fenco has offered to donate their labor for building angle irons needed for the seats due to the slanted floor. The Fair Board will allow us to store the seats in the 4-H building until they are installed; (c) air conditioner bids will be going out this week; (d) City Hall will be closed Friday June 29<sup>th</sup> for yearend processing; (e) Auditors performed preliminary audit last week and will do final fieldwork July 23<sup>rd</sup>; (f) City received property taxes of \$12,371 over budget which was a nice surprise.

Troy Scholbrock requested Council to help pay for dust control on 12<sup>th</sup> Avenue. Consensus was to continue with the plan to put extra rock on the road and build it up this year and chip seal it next year but not pay for dust control. Discussion was made regarding changing the speed limit to 25 mph and enforcing the speed limit or possibly adding stop signs. Police and staff will review the traffic patterns and make recommendations. Residents should contact the City before applying the dust control so that it can be graded again.

Loveless made the motion to approve a resolution authorizing Mayor and City Clerk to enter into a 28E Agreement for the creation of the Turkey River Watershed Authority. Bouska seconded and it passed all ayes.

Carman made the motion to appoint Ron Hyberger as the City of Cresco's appointed representative to the Turkey River Watershed Authority. Loveless seconded and it passed all ayes.

McCarville made the motion to approve a resolution allowing for the transfer of funds for the local option sales tax received that was over budget. Bouska seconded and it passed all ayes.

Bouska made the motion to approve a resolution removing a fund within the City's accounts and allowing for the transfer of funds for the Street Shop Project. McGee seconded and it passed all ayes.

McCarville made the motion to approve a resolution removing a fund within the City's accounts and allowing for the transfer of funds for the 1<sup>st</sup> Avenue Project. These funds are assessments that have been collected and will be rolled into the next street assessment project. Loveless seconded and it passed all ayes.

Bouska made the motion authorizing the City Clerk to designate funds as assigned balances on June 30<sup>th</sup> of each fiscal year. McGee seconded and it passed all ayes.

Bouska made the motion to approve a resolution designating committed fund balances as of June 30, 2012. Committed fund balances are \$10,000 for Fire turnout gear and \$20,000 for airpack replacement both from the Fire Trust Fund #188. The entire fund balance of #181 Cresco Telecommunications Fund is committed for the operation and maintenance of the local cable channel. Carman seconded and it passed all ayes.

Carman made the motion to write off three uncollectible accounts totaling \$169.93 for fiscal year ending June 30, 2012. McCarville seconded and it passed all ayes.

Lori Brockway from Upper Explorerland has offered to come and do a presentation regarding applying for another grant application for a new housing rehab program. It was consensus of Council to wait until this fall when we are working on budget again for her to make a presentation.

McGee made the motion to approve a resolution authorizing the Cresco Fire Department to conduct a controlled house burn for training purposes on June 30, 2012 at 5979 Yankee Avenue. Carman seconded and it passed all ayes.

Mayor asked if there were any comments from the audience. A complaint was received regarding a siren from Cresco Foods Technology that is going off constantly. It was determined that it was a motor whining. Complaints were also received regarding the smell. Freidhof will discuss it with them when he meets with them this week. McCarville had also received a complaint about muskrats in the pond between 8<sup>th</sup> and 9<sup>th</sup> Street. It was determined that the pond is privately owned and not owned by the City.

Carman moved to adjourn at 7:48 pm. McGee seconded and it passed all ayes. The next regular Cresco City Council meeting will be July 2, 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:		
AARON LARSON	REFUND DEPOSIT	80.00
ADVANCED SYS	MAINT	56.20
AHLERS & COONEY	FEES	5,417.50
ALISON HOLTEN	PLAN & ZONING 11-12	60.00
ALLIANT	ELECT	12,885.69
AQUATIC TECH	EQUIP	3,144.22
ART SVESTKA	BD OF ADJUST 11-12	80.00
BAKER & TAYLOR	BOOKS	1,254.85
BARCO	SUPP	211.15
BC / BS	INSUR	24,379.90
BOB'S ELEC	SERVC	3,604.89
BRIAN BALK	BD OF ADJUST 11-12	80.00
BRIAN MIDTHUS	REFUND DEPOSIT	80.00
BROWN SUPP	SUPP	1,295.06
BRUCE KINGSLEY	PLAN & ZONING 11-12	80.00
BRUENING ROCK	ROCK / LIME	9,014.60
CAMPSITE	LP	106.60
CARDMEMBER	SUPP	143.56
CARQUEST	REPRS	196.81
CHAD REINHART	REPRS	200.00
CHERIE PERZYNSKI	REFUND DEPOSIT	80.00
CITY OF CRES	UTIL, REF	150.31
CITY OF CRES	VEHICLE REPLC	3,000.00
CITY OF CRES	INSUR	3,135.12
CRESCO FIRE EQUIP	SERVC	53.00
CRES SHOPPER	ADVERT	196.00
CRES SMALL ENG	REPRS	10.12
DALCO	SUPP	508.71
DANIEL OLLENDICK	BD OF ADJUST 11-12	85.00
DANKO EQUIP	EQUIP	656.80
DEAN R. MILLER	SRVCS	566.69
DECORAH CLEAN	UNIFORM	12.84
DIANE ANDERSON	REFUND DEPOSIT	36.76
ECHO KONEN	REFUND DEPOSIT	80.00
ELECTRIC PUMP	REPRS	1,419.05
ELWOOD, O'DONOHUE...	SRVCS	2,595.50
FAREWAY	SUPP	9.96
FEDERAL PUB	SUPP	278.50
FELD FIRE	SRVCS	1,001.66
FENCO	REPRS	275.07
FOLEY'S BACKHOE	SRVCS	447.00
FT ATKINSON NURSERY	BLVD TREES	1,845.00
GALLS	SUPP	399.99
GEORGE WILLIS	PLAN & ZONING 11-12	80.00
GERALD WILSON	PLAN & ZONING 11-12	40.00
GOSCH'S	SRVCS	934.23
GROUP SRVCS	FEE	338.25
HACH	SUPP	68.30
HAWKEYE REC	ELECT	5,450.35
HAWKEYE SAN	SRVCS	98.61
HIGHSMITH	SUPP	78.69
HOW COUNTY	SHARED LEC	15,511.69
HOW COUNTY HIST SOC	TOURISM GRANT	2,500.00
IA LEAGUE CITIES	DUES	1,544.00
IA ONE	SRVC	43.20
IA PLAINS SIGN	SIGNS	980.00
IA PRISON	SIGNS	196.57
JAMES HEROLD	REFUND DEPOSIT	80.00
JIM DALY	BD OF ADJUST 11-12	60.00
JIM'S AUTO	PARTS	135.34
JIRAK CONSTRUCT	HSG REHAB	11,660.80
JOAN BLACKBURN	SUPP	95.38
JOE LABOSKY SR	REFUND DEPOSIT	80.00
KATHLEEN CRABTREE	REFUND DEPOSIT	56.94
KEVIN LATWESEN	REFUND DEPOSIT	46.20
KEVIN WEINACHT	PLAN & ZONING 11-12	105.00
KEYSTONE LABS	ANAYLSIS	292.80
KYLE HANSON	REFUND DEPOSIT	80.00
LESTER SEELYE	REFUND DEPOSIT	80.00
LOUIE BALK READY MIX	CONCRETE	4,395.33
MANNING ENVIRON	SUPP	42.63
MARCIA ROBERTS	REFUND DEPOSIT	80.00
MARCO	EQUIP	1,389.51
MARY WARE	REFUND DEPOSIT	80.00
MC2	SUPP	502.67
MERCHANT SRVCS	FEE	80.60
MIKE WILSON	REFUND DEPOSIT	80.00
MTS	SRVC	900.00
NE IOWA APPL	SRVC	50.00
NE IA MOTORS	SRVC	64.31
NE IA SRVC	SRVC	166.81

OAK CREEK DENTAL	REFUND DEPOSIT	100.00
O'HENRY'S	UNIFORM	1,902.42
PAYROLL		61,456.90
PERSONIFIED	RPRS	1,120.00
PETER OLSGARD JR	REFUND DEPOSIT	80.00
PETTY CASH	POSTAGE	211.94
PLUNKETT'S	SRVC	355.68
POPULAR SUBS	SUBS	1,989.94
POSTMASTER	POSTAGE	100.00
PRECISION OVRHD	SRVC	1,182.00
RACOM	SRVC	602.00
REGI HEALTH SRVCS	TRAINING	120.00
RICHARD HOLLENBECK	REFUND DEPOSIT	80.00
RICOH	SUPP	329.70
RILEY'S	SUPP	375.49
RIVER CITY PAV	COLD MIX	237.73
ROCK TUCHEK	REFUND DEPOSIT	80.00
RUPPERT	SUPP	849.85
RYAN HENRY	REFUND DEPOSIT	80.00
SARAH SCHUTTE	REFUND DEPOSIT	80.00
SCHOLBROCK	SRVC	12,000.00
SCHUMACHER ELEV	MAINT	132.52
SPAHN&ROSE	TIF 2011-12	18,279.85
STATE HYG LAB	ANAYLSIS	97.00
STOREY KEN	SUPP	386.94
CTK GROUP	TRAINING	275.00
THEATRE PROJECT	TOURISM GRANT	217.50
TPD	NOTICES	710.99
TIMOTHY P. WALTON	SRVC	1,500.00
TOM BARNES	PLAN & ZONING 11-12	80.00
U.S. CELL	PHONE	83.90
U.S. POSTAL	SUPP	519.90
UNIFORM & ACC	SUPP	1,203.94
UP AND RUNNING	RPRS	12.99
VON BOKERN ASSOC	SRVC	1,625.00
WEBER PAPER	SUPP	67.27
WILLARD BALK	PLAN & ZONING 11-12	80.00
WILLIAM FERRIE	BD OF ADJUST 11-12	60.00
WILSON'S UPHOL	SRVC	424.00
WILTGEN CONST	ROCK	117.00
ZEE MEDICAL	SUPP	315.40
Following is a list of <u>estimated</u> claims approved for payment:		
Hanson Tire	Tires	1,800.00
Decorah Electric	Generator rpr	1,400.00
Spahn & Rose Lumber	Supp	200.00
Cresco Building Service	Srvc	1,200.00
Bituminous Material	Chip seal oil	18,500.00
	General Fund	82,171.91
	General Hotel/Motel	2,717.50
	Road Use Tax	13,909.01
	Emp Benefits	29,290.99
	Emergency Fund	1,779.37
	Local Option Tax	20,192.29
	Urban Renewal TIF	18,279.85
	Nuisance House Fund	596.50
	Cresco Telecom	249.62
	Rehab / Housing	11,660.80
	Equip/ Repair FC	3,144.22
	Street Trust	110.00
	Street Shop Project 2007	1,112.63
	Sewer Project	1,881.00
	Street 1st Ave Project	5,459.59
	Water Utility	15,660.31
	Water Deposits	1,620.00
	Water Repair Repl	1,179.96
	MSSU Operation	23,814.60
	Water & Sewer C.I.	1,650.80
	Yard Waste	724.22
	EXPENDITURES	260,305.17
	Revenues 06/05 to 06/18/12	201,261.11

APPLICATION FOR TAX ABATEMENT UNDER THE  
URBAN REVITALIZATION PLAN FOR

CRESO, IOWA

Date 6/21/2012

Prior Approval for  
Intended Improvements

Approval of Improvements  
Completed

Address of Property: 920 YANKEE AVE

Legal Description: LOT 2 EXW 175.37 ft.N  
1253.5 ft parcel A E 1/2 NE

Title Holder or Contract Buyer: Todd & Gena Ollendieck

Address of Owner (if different than above): 231 Royal Oaks DR CRESO

Phone Number (to be reached during the day): 547-1113

Existing Property Use:  Residential  Commercial  Industrial  Vacant

Proposed Property Use: NEW HOME - RESIDENTIAL

Nature of Improvements:  New Construction  Addition  General Improvements

Specify: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated or Actual Date of Completion: AUG 2012

Estimated or Actual Cost of Improvements: 275,000

Tax Exemption Schedule is attached.

Signed: Todd Ollendieck

APPLICATION FOR TAX ABATEMENT UNDER THE  
URBAN REVITALIZATION PLAN FOR

CRESCO, IOWA

Date 6-15-12

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

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

Address of Property: 710 Andrews SW

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

Title Holder or Contract Buyer: Richard HOLTEN & BRYAN SHEEHY

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

Phone Number (to be reached during the day): 563-547-2401

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

Proposed Property Use: Car Dealership.

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

Specify: Remodel of front and showroom area.

Estimated or Actual Date of Completion: March 2013

Estimated or Actual Cost of Improvements: \$600,000.00

Tax Exemption Schedule is attached.

Signed: Richard Holten

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

June 20, 2012

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

RE: Cresco, IA  
2nd Avenue East Reconstruction  
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 \$74,656.39 to:

Skyline Construction, Inc.  
PO Box 127  
Decorah, IA 52101

Please contact me if you have any questions.

Sincerely,

**WHKS** & co.



Daren D. Sikkink

DDS/dds:7514.01

CC: Rod Freidhof, City of Cresco w/ enclosures  
Jesse Delaney, Skyline Construction w/ enclosures  
Cory Felderman, WHKS (file)

PARTIAL PAYMENT ESTIMATE  
FOR CONSTRUCTION WORK COMPLETED

Project: 2nd Avenue East Reconstruction  
Project No.: 7514.01  
Location: Cresco, Iowa  
Contractor: Skyline Construction, Inc.

Bid Price: \$199,274.08  
Date: Jun. 20, 2012  
Estimate #: 1  
% Complete: 39%

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
1.	Remove Concrete Pavement	540	SY	\$7.00		540	540	\$3,780.00
2.	Remove HMA Pavement	990	SY	\$3.33		990	990	\$3,296.70
3.	Remove Sidewalk	20	SY	\$10.00		10	10	\$100.00
4.	Remove Concrete Driveway Pavement	116	SY	\$10.00		80	80	\$800.00
5.	Remove HMA Driveway Pavement	100	SY	\$3.33		80	80	\$266.40
6.	Remove Water Main	20	LF	\$10.00		20	20	\$200.00
7.	Remove Storm Sewer	220	LF	\$7.00		220	220	\$1,540.00
8.	Remove Hydrant	2	Each	\$500.00		2	2	\$1,000.00
9.	Remove Gate Valve	1	Each	\$350.00		1	1	\$350.00
10.	Remove Gate Valve Box	2	Each	\$10.50		2	2	\$21.00
11.	Adjust Gate Valve Box	3	Each	\$150.50		0	0	\$0.00
12.	Class 10 Excavation (P)	850	CY	\$5.05		0	0	\$0.00
13.	Class 12 Excavation	50	CY	\$5.05		7	7	\$35.35
14.	Granular Subbase (CV) Class A	450	CY	\$25.00		0	0	\$0.00
15.	Topsoil Borrow (LV)	300	CY	\$20.00		0	0	\$0.00
16.	Granular Borrow (LV) [Macadam Stone]	350	CY	\$20.93		0	0	\$0.00
17.	6" Concrete Street Pavement	1,925	SY	\$35.69		0	0	\$0.00
18.	4" Concrete Sidewalk	20	SY	\$40.00		0	0	\$0.00
19.	6" Concrete Driveway Entrance	340	SY	\$36.66		0	0	\$0.00
20.	F & I 6" DIP Water Main	911	LF	\$28.08		911	911	\$25,580.88
21.	F & I 6" x 45 Degree Bend	4	Each	\$100.00		4	4	\$400.00
22.	F & I 6" x 6" Tee	4	Each	\$200.00		4	4	\$800.00
23.	F & I 6" x 4" Reducer	2	Each	\$100.00		2	2	\$200.00
24.	F & I 6" MJ Sleeve	1	Each	\$400.00		3	3	\$1,200.00
25.	F & I 6" Gate Valve & Box	5	Each	\$800.08		5	5	\$4,000.40
26.	F & I Hydrant	2	Each	\$3,500.00		2	2	\$7,000.00
27.	Reconnect Water Services (Does not include curb stop)	13	Each	\$599.99		14	14	\$8,399.86
28.	Reconstruct Water Services (Includes Curb Stop)	1	Each	\$780.00		0	0	\$0.00
29.	Directional Bore 3/4" Copper Service	4	Each	\$300.00		4	4	\$1,200.00
30.	Structure, Single Grate Intake	1	Each	\$2,666.66		1	1	\$2,666.66
31.	Structure, Circular Storm Manhole	1	Each	\$3,300.00		1	1	\$3,300.00
32.	Structure, Rectangular Storm Manhole	1	Each	\$3,000.00		0	0	\$0.00
33.	F & I 12" RCP Storm Sewer	224	LF	\$33.33		224	224	\$7,465.92
34.	Inlet Protection	6	Each	\$150.00		1	1	\$150.00
35.	Seeding	25,000	SF	\$0.10		0	0	\$0.00
36.	Temporary Seeding	25,000	SF	\$0.06		0	0	\$0.00
37.	Dust Control	10	Each	\$100.00		1	1	\$100.00
38.	Maintenance of Gravel During Winter	1	LS	\$150.00		0	0	\$0.00
39.	Temporary Water Service	1	LS	\$1,335.00		0	0	\$0.00
40.	Traffic Control	1	LS	\$4,000.00		0.5	0.5	\$2,120.00
Subtotal								\$75,973.17

Additional Work (Replaced defective valve not in contract)

41.	F&I 4" x 4" Tee	1	Each	\$200.00		1	1	\$200.00
42.	F&I 4" Gate Valve & Box	1	Each	\$800.00		1	1	\$800.00
43.	F&I 4" Hymax Coupling	1	Each	\$400.00		1	1	\$400.00
44.	F&I 4" DIP Water Main	25	LF	\$28.08		25	25	\$702.00
45.	Remove 4" Gate Valve & Box	1	Each	\$10.50		1	1	\$10.50
46.	Remove 4" Tee	1	Each	\$250.00		1	1	\$250.00
47.	Remove 4" DIP Water Main	25	LF	\$10.00		25	25	\$250.00
Additional Work								\$2,612.50

Total Work Completed (Subtotal + Additional Work) \$78,585.67

Less 5% Retainage \$3,929.28

Less Previous Payments \$0.00

Net Payment this Estimate \$74,656.39

STREET CLOSING/PARADE PERMIT

DATE 6-17-12  
NAME Steve + Miriam McIntyre  
PERMISSION TO CLOSE: The alley between  
3<sup>rd</sup> St. <sup>East</sup> + 6<sup>th</sup> St. East

REASON FOR CLOSURE: For the safety of the  
Adult + Children @ Crossing the alley

DATE: 7/21/12

TIME: (from) 6:00 PM (to) 2:00 AM

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:

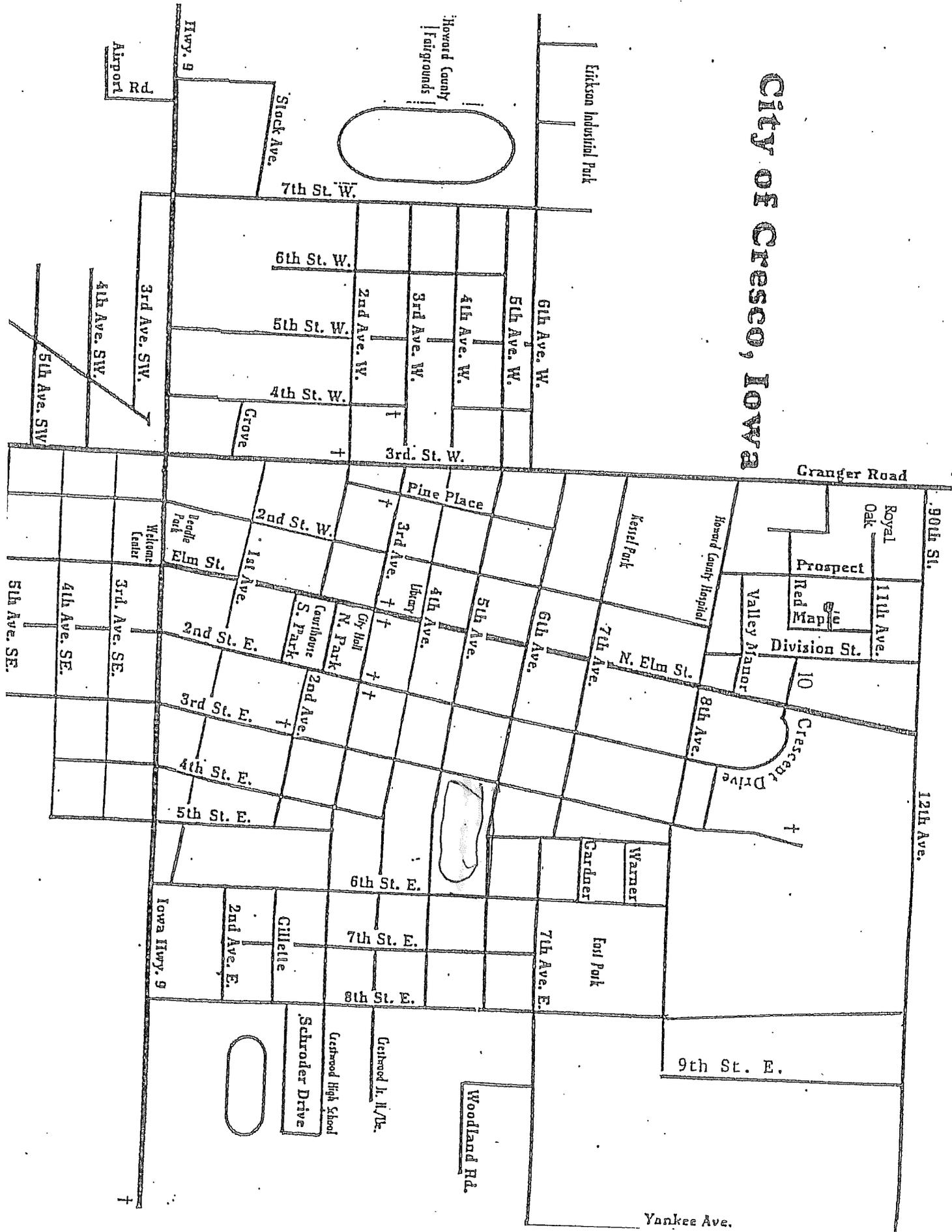
1. "Parade" Defined. "Parade" means any march or procession of persons or vehicles organized for marching or moving on the streets in an organized fashion or manner or any march or procession of persons or vehicles represented or advertised to the public as a parade.

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



**INDEMNITY AND HOLD HARMLESS AGREEMENT**

This agreement is made by and among the City of Cresco, Iowa, (herein designated City), and Steve McIntyre, (herein designated Indemnifying Party) upon the following terms and conditions:

1. The parties understand and agree that Indemnifying Party will be conducting a(n) Block party on or about the 21 day(s) of July, 20 12, and as part of that event has requested to Close the alley from ~~3rd to 6th~~ 3rd St. to 6th St. on City property (the Permitted Purpose).

2. City hereby consents to Indemnifying Party conducting the Permitted Purpose on City property during the date(s) of the 21 day of July, 20 12.

3. In consideration of the Permitted Purpose, and other good and valuable consideration, Indemnifying Party agrees to release and hold harmless City and its agents, principals, employees, assigns, successors, contractors and related parties from any and all claims, demands, causes of action, suits, damages or liability whatsoever, from any source, known or unknown, associated with the set-up, take-down, operation, use, maintenance, or any related activity of, or incident to, the Permitted Purpose.

4. Indemnifying Party agrees to indemnify and save harmless City from and against any and all causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature, including counselor attorney fees, which City shall or may at any time sustain or incur by reason of any litigation, investigation or other expenditure, from any source or action, incident to or in any related to the Permitted Purpose.

5. In the event that any portion or part of this agreement is adjudged by a court of competent jurisdiction to be invalid or unenforceable, the remaining parts or portions of this agreement shall remain in full force and effect.

6. This agreement constitutes the complete agreement between the parties and no other or different agreements, amendments, additions, subtractions or alterations shall be of any force or effect unless reduced in writing and signed by them.

Dated this 14 day of JUNE, 2012.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

INDEMNIFYING PARTY

CITY OF CRESCO

Steve McIntyre  
By: Steve McIntyre

By: \_\_\_\_\_  
Mark Bohle, Mayor

Title: Home Owner

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

June 25, 2012

To: Cresco City Council

I am writing to you asking for an adjustment on my water bill.

I was gone for the weekend when I returned home I found my basement flooded, a pipe had rusted through.

Please consider adjusting my bill since this caused it to be above the normal amount I usually pay.

Thankyou for your consideration.

Barbara Mohs  
624 North Elm St  
Cresco, IA

6-22-2012 3:52 PM

\*\*\* BILL CALCULATION \*\*\*

PAGE: . 1

ZONE: BOOK:

SINGLE BILL CALCULATION

CALCULATION: N/A

READ DATES: 5/21/2012 - 6/20/2012

ACCOUNT	SERV/TBL	CHARGE	PREVIOUS	CURRENT	CONS	SERV/TBL	CHARGE	SERVICE INFO
06-0570-00	100-WRE WA	28.55	42094	50333	8239	200-SRE SE	57.34	
MOHS, BARBARA	100-WRE TAX	2.00				300-GRE GB	15.19	STEP: 01
624 N ELM ST						400-YW YW	1.75	STEP: 01
						500-RC RC	4.29	STEP: 01
						600-CI CI	2.00	STEP: 01
						PENALTY	11.12	
								*TOTAL* 111.12

\*\*\* END OF REPORT \*\*\*

Average sewer charge \$ 14.36

Difference

\$ 42.98

RESOLUTION NUMBER 071201

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

The City Council of the City of Cresco met in regular session on July 2, 2012, at  
7:00 P.M.

Council member \_\_\_\_\_ moved the adoption of the foregoing  
Resolution Authorizing the Mayor to enter into a Professional Agreement with Hogan  
Hansen PC for professional services relating to the audit of the financial statements for  
year ended June 30, 2012. Council member \_\_\_\_\_ 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 June 12, 2012, between the City of Cresco and WHKS & Co. is  
approved and that the Mayor is authorized to execute the agreement on behalf of the City  
of Cresco.

PASSED AND APPROVED THIS 2<sup>ND</sup> DAY OF JULY, 2012.

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

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

# HOGAN • HANSEN

*A Professional Corporation*

Certified Public Accountants and Consultants

June 12, 2012

Honorable Mayor, Members of the City Council  
Michelle Girolamo, Administrator/Clerk  
City of Cresco  
130 North Park Place  
Cresco, IA 52136

We are pleased to confirm our understanding of the services we are to provide the City of Cresco for the year ending June 30, 2012. We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City of Cresco as of and for the year ending June 30, 2012. Other information, such as management's discussion and analysis (MD&A), budgetary comparison schedules and GASB-required supplementary pension and OBEB schedules, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has not been subjected to the auditing procedures applied to the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

We have also been engaged to report on supplementary information that accompanies the City of Cresco's financial statements. The supplementary information will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements taken as a whole.

## **Audit Objective**

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with the cash basis of accounting and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. Our audit of your annual financial statements will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and, accordingly, will include tests of the accounting records and other auditing procedures as we consider necessary to enable us to express such an opinion. If our opinion is to be other than unqualified, the reasons will be discussed with you. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements and grants, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that the City of Cresco is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory or contractual requirements.

#### **Audit Procedures**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance on detecting abuse.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests by correspondence with selected individuals, funding sources, creditors and financial institutions. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Honorable Mayor, Members of the City Council  
Michelle Girolamo, Administrator/Clerk  
City of Cresco  
June 12, 2012  
Page 3

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*. In addition, we will also notify management and those charged with governance of any ways that we believe management practices can be improved.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Cresco's compliance with the provisions of applicable laws, regulations, contracts, agreements and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. We may also prepare the trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information into a working trial balance based on management's chart of accounts. In accordance with *Government Auditing Standards*, you will be required to review and approve those financial statements and related notes prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements and related notes. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes and have accepted responsibility for them. Further, you are required to designate a management-level individual with suitable skill, knowledge or experience to oversee any nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Honorable Mayor, Members of the City Council  
Michelle Girolamo, Administrator/Clerk  
City of Cresco  
June 12, 2012  
Page 4

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Cresco and the respective changes in financial position in conformity with the cash basis of accounting.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements or abuse that we may report. You agree to indemnify us for any damages, including attorney fees, caused in whole or in part, by your failure to fulfill these responsibilities.

You are responsible for the preparation of the supplementary information in conformity with the cash basis of accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the cash basis of accounting; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with the cash basis of accounting; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Honorable Mayor, Members of the City Council  
Michelle Girolamo, Administrator/Clerk  
City of Cresco  
June 12, 2012  
Page 5

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us, previous financial audits, attestation engagements or performance audits related to the objectives discussed in the Audit Objective section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements or performance audits, or other engagements. The City is also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

The City of Cresco hereby promises that it will make every diligent effort to maintain proper books and records that accurately reflect its business activities, that it will be completely truthful with Hogan - Hansen and that Hogan - Hansen may rely upon both oral and written statements and responses to questions. The City of Cresco further promises to immediately advise Hogan - Hansen if it becomes aware of any inaccuracy in its record-keeping or dishonesty in any of its business dealings, including its statements to Hogan - Hansen. The City of Cresco acknowledges that the promises are the cornerstone of its relationship with Hogan - Hansen and are made to induce Hogan - Hansen to accept this audit engagement, and that Hogan - Hansen would not accept this audit engagement without such promises.

In the process of performing the audit engagement, we may perform nonattest services, such as preparing depreciation schedules, performing certain computations and preparing proposed journal entries. Our professional standards require us to document that you understand and accept your responsibilities for such services:

- You are responsible to make all management decisions and functions.
- You have designated a management-level individual who possesses suitable skill, knowledge and/or experience to oversee such services.
- You will evaluate the adequacy of and accept responsibility for the results of such services.
- You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

#### **Other Terms and Conditions**

Any disputes you initiate concerning the services provided by us in connection with this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally. Should the dispute ultimately result in litigation, it will be settled in the appropriate Iowa District Court for our county.

Honorable Mayor, Members of the City Council  
Michelle Girolamo, Administrator/Clerk  
City of Cresco  
June 12, 2012  
Page 6

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

If you intend to reproduce or publish these financial statements, or any portion thereof, and make reference to our firm name in connection therewith, you agree to provide us with proofs for our approval.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Assistance to be supplied by your personnel, including the preparation of schedules and analysis of accounts, has been discussed and coordinated with you. Timely completion of this work will facilitate achieving the best audit performance with a minimum of time.

As a member of the American Institute of Certified Public Accountants (AICPA), our firm must submit itself to a peer review by independent, outside personnel, approved by the AICPA, once every three years. The review team will not be from the state of Iowa, will not be affiliated with or have had its most recent peer review conducted by our firm and will not disclose any of the information obtained in the review process. The client files selected for review will be on a random basis and will be chosen by the review team. It is our mutual understanding that the review team has permission to examine your files should they be selected for examination.

In accordance with *Government Auditing Standards*, we have enclosed a copy of our most recent peer review report.

In addition, we may be requested to make certain workpapers available to a cognizant or grantor agency pursuant to authority given to it by law or regulation. If requested, access to such workpapers will be provided under the supervision of Hogan - Hansen personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to your cognizant or grantor agency. The cognizant or grantor agency may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies. The audit documentation for this engagement will be retained for a minimum of five years after the report release date.

Our fees are based on the time required by the individuals assigned to the engagement plus direct expenses. Individual hourly rates vary according to the degree of responsibility involved and the skills required. The maximum fee for this engagement for the year ending June 30, 2012 is expected to be \$12,100. However, if we encounter significant difficulties in completing your audit or conditions change from those that currently exist, we will discuss it with you and the impact that it will have on your fees, if any. Payment for services is due upon receipt of our invoice. Payments not received within 30 days of the invoice date will be subject to a finance charge of 1.6% per month (19.2% per year).

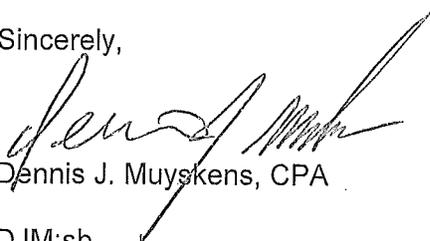
Honorable Mayor, Members of the City Council  
Michelle Girolamo, Administrator/Clerk  
City of Cresco  
June 12, 2012  
Page 7

Dennis Muyskens is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

If the above terms are acceptable to you and the services outlined are in accordance with your requirements, please sign the copy of this letter in the space provided and return it to us.

We appreciate the opportunity to serve you. If you have any questions regarding any of the above, please contact us.

Sincerely,



Dennis J. Muyskens, CPA

DJM:sb  
Encs.

The services described in the foregoing letter are in accordance with our requirements. The terms described in the letter are acceptable to us and are hereby agreed to.

CITY OF CRESCO

Date \_\_\_\_\_

By \_\_\_\_\_

**Lewis, Kisch & Associates, Ltd.**

CERTIFIED PUBLIC ACCOUNTANTS  
1303 South Frontage Road, Suite 3  
Hastings, Minnesota 55033

James V. Lewis, C.P.A.  
Carol J. Sailer, C.P.A.  
Thomas A. Madsen, C.P.A.

Telephone: (651) 437-3356  
FAX: (651) 437-3808  
email: admin@lewiskisch.com

SYSTEM REVIEW REPORT

July 14, 2011

To the Shareholders  
Hogan-Hansen, A Professional Corporation  
and the Peer Review Committee of the Iowa Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Hogan-Hansen, A Professional Corporation (the firm) in effect for the year ended March 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Hogan-Hansen, A Professional Corporation in effect for the year ended March 31, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Hogan-Hansen, A Professional Corporation has received a peer review rating of *pass*.

Respectfully submitted,

*Lewis, Kisch & Associates, Ltd.*



Members  
Minnesota Society of Certified Public Accountants  
American Institute of Certified Public Accountants  
Minnesota Association of Public Accountants