

**NOTICE AND CALL OF PUBLIC MEETING**

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA

DATE OF MEETING: FEBRUARY 18, 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 February 4, 2013
4. Approval of Minutes from February 4, 2013 Worksession
5. Approval of Excavators License for Skyline Construction, Inc
6. Approval of Street Closing for Portions of Elm Street and South Park Place on March 16, 2013 for the Brew & Stew 5K Fun Run/Walk or 15K Bike Ride
7. Approval of Special Class C Liquor License (BW) (Beer/Wine) with Sunday Sales to Mad Cam Inc d/b/a Mables Pizza
8. Approval of Class B Native Wine Permit (WBN) to Plantpeddler Inc d/b/a Plantpeddler

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 for Sale of Real Estate at 610 2<sup>nd</sup> Street Southeast described as Lot 25, Irregular Survey of the NW ¼ of Sec 26, Township 99 North, Range 11 West of the 5<sup>th</sup> P.M., Howard County, Iowa
2. Resolution Authorizing Sale of Real Estate
3. Daren Sikkink from WHKS to Discuss Proposed Plans for Construction of 5<sup>th</sup> Avenue SW, Vernon Road and Highway 9 Watermain Improvements
4. Resolution Directing Notice to Bidders and Notice of Public Hearing on Proposed Plans, Specifications, Form of Contract, and Estimate of Cost of Construction of 5<sup>th</sup> Avenue SW, Vernon Road and Highway 9 Watermain Improvements, in and for the City of Cresco, Iowa, and the Taking of Bids for Said Improvements
5. Resolution Authorizing the Mayor and City Clerk to enter into a Consultant Agreement with Kirkham, Michael & Associates, Inc.
6. Resolution Authorizing the Redemption of Outstanding General Obligation Capital Loan Notes, Series 2007 of the City of Cresco, State of Iowa, Dated January 1, 2007, and Directing Notice Be Given

7. Resolution Appointing Wells Fargo, National Association of Minneapolis, Minnesota, to serve as Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement
8. Motion that the Form of Tax Exemption Certificate be Placed on File and Approved
9. Motion that the Form of Continuing Disclosure Certificate be Placed on File and Approved
10. Resolution Approving and Authorizing a Form of Loan Agreement and Authorizing and Providing for the Issuance of \$1,700,000 General Obligation Capital Loan Notes, Series 2013, and Levying a Tax to Pay the Notes
11. Resolution Setting Charges for Services to Private Parties
12. Recommendation to Appoint Jeff Henderson to the Board of Adjustment to Fill Position until June 30, 2015
13. Recommendation to Appoint Curt McNew to the Cresco Library Board of Trustees and Cresco Library Foundation for a Term Ending June 30, 2018
14. Recommendation to Reappoint Flossie Morrison to the Cresco Library Board of Trustees and Cresco Library Foundation for a Term Ending June 30, 2018
15. Set Public Hearing for the Budget for Fiscal Year Ending June 30, 2014
16. Set Public Hearing for Ordinance #443 Regarding Water Rates
17. Set Public Hearing for Ordinance #444 Regarding Sewer Rates
18. Resolution Establishing a Fund Within the City's Accounts – Fund 319 Street Assessment Project Fund
19. Resolution Authorizing the Mayor and City Clerk to enter into a Five Year Sewer Maintenance Contract with Municipal Pipe Tool Company LLC

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 FEBRUARY 14, 2013.

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of the City of Cresco, Iowa will meet in regular session in the City Council Chambers at City Hall in the City of Cresco, Iowa on the 18<sup>th</sup> day of February, 2013, at 7:00 PM for the purpose of conducting a public hearing, discussion and passage of a resolution, which resolution authorizes the Mayor and City Clerk of the City of Cresco, Iowa to sell the real estate described as:

Lot Twenty-five (25), Irregular Survey of the NW ¼ of Sec. 26, Township 99 North, Range 11 West of the 5<sup>th</sup> P.M., Howard County, Iowa.

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of the City of Cresco, State of Iowa.  
Date of Meeting: February 18, 2013.  
Time of Meeting: 7:00 o'clock P.M.  
Place of Meeting: Council Chambers, City Hall, 130 N. Park Place, Cresco, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

- Resolution Authorizing the Redemption of Outstanding General Obligation Capital Loan Notes, Series 2007, dated January 1, 2007.

Such additional matters as are set forth on the additional 4 page(s) attached hereto.  
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

  
\_\_\_\_\_  
City Clerk, City of Cresco, State of Iowa

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

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Date of Meeting: February 18, 2013.  
Time of Meeting: 7:00 o'clock P.M.  
Place of Meeting: Council Chambers, City Hall, 130 N. Park Place, Cresco, Iowa.

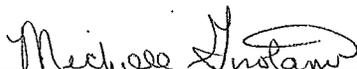
PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

\$1,700,000 General Obligation Capital Loan Notes, Series 2013.

- Resolution Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Approval of Tax Exemption Certificate.
- Approval of Continuing Disclosure Certificate.
- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of Capital Loan Notes and levying a tax to pay the Notes.

Such additional matters as are set forth on the additional 4 page(s) attached hereto.  
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

  
\_\_\_\_\_  
City Clerk, City of Cresco, State of Iowa

Financial Statements - All departments are on budget so far. My biggest concern is that the water department expenses will be over budget due to all of the watermain breaks. We are already at budget and there is a lot of work to be done concreting in the spring. Also, we may look at replacing some troublesome spots under the highway. I am still anticipating water revenue to be lower than budgeted because usage has decreased. We do have reserves in the water department to help us get through this year but this reinforces the need to raise the water rates.

Sale of Real Estate – We have received an offer from the neighbor to purchase the land that was given to the City by Lee Lindstrom. The property was a nuisance and was given to Lee when the owner died. The City demolished the building for \$500 and we have agreed to fix the sidewalk. The sale price is \$3,500 due upon closing. The purchase agreement is attached for review.

Watermain Looping Project – Daren Sikkink from WHKS will present the proposed plans for the project and we will go out for bids on the project. The project is to be completed by August 31, 2013.

Airport Contract – The committee of Dan Duerre, Pat Schwamman, Steve McCarville and Rod Freidhof met with Eric Johnson of Kirkham Michael to develop an agreement and proposal for the Long Term Plan for the airport. This committee then reviewed the plan and recommended to the Airport Commission to approve the agreement for the base price of \$50,000 without the additional work at this time. The Airport Commission is now recommending to the Council to approve this agreement. This was the only firm to respond to our request for bids but their credentials appear very good and we have positive comments from the IA DOT regarding this firm. They will be working in conjunction with Mead & Hunt as well as WHKS to prepare the plan. We have a grant for \$50,000 (State pays 85%) and that is the proposed fee for this project. We are not doing the optional additional work at this time as we don't feel it is needed. It can be added later if necessary. After Council approves, then the Iowa DOT has to approve it as well.

#6-#10 Bond Resolutions and Motions – The actual resolutions and motions enclosed. The whole packet of bond information has been emailed separately for your review. The packet is too large to put on our website for the council packets so it is available at City Hall for anyone wanting to review the 70 pages of documentation.

Resolution setting Prices – we increased the prices charged to private parties to more accurately reflect our cost.

Board of Adjustments – Jim Daly had given his letter of resignation (which is enclosed) prior to his passing. We advertised for several weeks with no females applying. The Board of Adjustments has recommended Jeff Henderson to fill Jim's position.

Library Board – The Library advertised for 3 months in a good faith effort to become gender based. They did have a male that was interested so President Karen Nance gave up her position on the Board to be filled by Curt McNew which causes the Library Board to be gender based. Flossie Morrison will be reappointed.

Budget Public Hearing – set March 4, 2013 for the public hearing. It needs to be filed with the State by March 15, 2013.

Public Hearings for Rates – we will do the public hearing and first reading of the rate ordinances at the March 4<sup>th</sup> meeting.

Street Assessment Project Fund – after 2<sup>nd</sup> Avenue project gets finished and closed out then the remaining street assessments will be transferred into this fund. This can pay for the feasibility study for the Granger Road which is anticipated to be the next assessment project.

Sewer Contract - We have done business with Municipal Pipe Tool Co for many years and have had maintenance contracts with them in the past. We recommend approving this contract to lock in the prices for 5 years.

Have a good weekend.

Michelle

The Cresco City Council met February 4, 2013, at 7:00 pm at City Hall. Council members Carman, Bouska, McGee, McCarville and Loveless were present. No council members were absent.

Bouska made the motion to approve the consent agenda which included approval of the: agenda; claims; minutes of the January 21, 2013 meeting; Retail Cigarette and Tobacco Permit for DOLGENCORP LLC d/b/a Dollar General Store #2400; Excavators License for Mehmert Tiling Inc; tax abatement under the Urban Revitalization Plan for Darlene Hellman. Carman seconded and it passed all ayes.

Public Works Director Rod Freidhof reported: (a) Butler building representative could inspect the Street Shop for \$3,730 but would only advise us whether the building was put together properly but will not give any opinion on an air exchange unit or other options. The roof we ordered was a "Simple Saver System" which only has a vapor barrier on the bottom. Council agreed not to pay him to inspect the building. We will do more research on options of replacing the roof or installing an air exchange system; (b) with the recent ice storm we have used about 2/3 of our sand and salt supply; (c) another watermain break was repaired last week; (d) Iowa DNR accepted our plan of action but requires quarterly reporting; (e) an Air Quality Permit needs to be filed by May 15, 2013 for the generator at the Sewer Plant; (f) Hazard communications (MSDS) is changing to Global Harmonizing System (GHS) so by 2015 OSHA will require us to change our reporting. Our Safety Alliance Group is researching companies to help Cities with this conversion; (g) Drew will be testing for Grade II water treatment and distribution certification.

Police Chief Tim Ruroden presented his monthly report. Thor is in the second stage of drug dog training and has impressed the trainers with his progress.

City Clerk Michelle Girolamo reported (a) public input meeting for the Cresco Fit for Life had a good turnout with a lot of good ideas presented. The Steering Committee prioritized the ideas and is working on cost estimates and plan of actions; (b) Data Technologies will demonstrate new accounting software on February 19<sup>th</sup>; (c) five departments applied for Howard County Community Foundation Grants: Library for a disc repair and cleaning equipment; Theatre for restroom updates; Fire for equipment for the new fire truck; Street for Christmas decorations; Park & Rec for a scoreboard for flag football; (d) received \$2,408 from Utility Service Partners for 10% royalties on the Service Line Warranty programs. As of today, there are 459 enrolled in the sewer and water programs with 23 claims for sewer problems.

Mayor Bohle opened the public hearing for Budget Amendment #2 for fiscal year ending June 30, 2013. There were no written or oral comments so the public hearing was closed. McGee made the motion to approve the resolution amending the current budget. Bouska seconded and it passed all ayes.

Bouska made the motion approve a resolution fixing the date of February 18, 2013 for public hearing on sale of real estate and manner and method of sale of real estate at 610 2<sup>nd</sup> Street Southeast. Loveless seconded and it passed all ayes.

Loveless made the motion to approve the purchase and installation of a street light for the corner of York Street and Highway 9. The City will purchase the pole and anchor for approximately \$918 and Alliant will maintain it for a monthly fee of \$6.01. Carman seconded and it passed all ayes.

Ordinances were reviewed for the updating of the Code of Ordinances. Bouska recommended that the minimum insurance coverage be increased for excavators. Bohle recommended license fees for excavators and tree trimmers be increased to \$50 and permits for demolition and signs and awnings be increased to \$25. Building permit fees will increase on a scale based on the cost of construction. Bouska questioned why we collect franchise fees from Mediacom but not from other DSL providers so that will be investigated. Bouska recommended

updates and changes to the Code of Ordinances as presented and discussed. McGee seconded and it passed all ayes.

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

Carman moved to adjourn at 7:27 pm. McGee seconded and it passed all ayes. The next regular Cresco City Council meeting will be at 7:00 pm on February 18, 2013 at Cresco City Hall.

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Mayor Mark Bohle

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City Clerk Michelle Girolamo

Following is a list of claims approved for payment:		
ALLIANT	ELEC	14,645.32
AM WAT WKS	TRNG	60.00
ANDREW HARPER	DEP REF	54.09
ARAMARK	SRVC	245.28
BANCARD	SUPP	448.96
BARRON & EMILY OTTO	DEP REF	54.94
BLACK HILLS	NAT GAS	8,629.12
BODENSTEINER	SUPP	189.30
BROWN SUPP	SUPP	472.29
CARQUEST	RPRS	169.23
CHRIS ATOR	DEP REF	17.98
CITY LAUNDERING	SRVC	300.80
CITY OF CRES	DEP REF,UTIL	1,581.79
CRESCO FIRE	EQUIP	209.40
CRES TPD	ADVERT	473.64
CULLIGAN	SUPP	59.31
DAVID GODMAN	RMB GAS	32.59
DEREK LEE	RPRS	75.00
ELWOOD, O'DONOHE..	SRVC	2,992.50
FAREWAY	SUPP	27.13
GURNEY	SUPP	33.00
HACH	SUPP	77.69
HANSON TIRE	SRVC	265.30
HAWKEYE SAN	SRVC	44,719.35
HEALTHY CONT	FEE	11.90
HOMETOWN ACTG	SRVC	50.00
HOVEY OIL	GAS	867.50
IAN FITZGERALD	DEP REF	80.00
IA DNR	FEE	20.00
IA LEAG of CITIES	TRNG	60.00
IA MUN FIN	DUES	55.00
JOHN DEERE	SUPP	935.28
JOHNSON ACTG	SUPP	324.00
K & H ENERGY	LP GAS	90.04
KEYSTONE LAB	ANAYLS	268.85
KWIK TRIP	GAS	4,784.93
MC2	SUPP	798.65
MERCHANT SRVC	FEES	82.11
MIDLAND SCI	SUPP	146.22
MID-STATES ORG	DUES	100.00
MOHAWK ELEC	SUPP	257.17
MUNICIPAL MAGT	SRVC	600.00
PAYROLL		60,277.57
PEPSI-COLA	SUPP	226.50
PLANTPEDDLER	SUPP	84.50
POSTMASTER	POSTAGE	411.95
PRINCIPAL LIFE	INSUR	82.94
QUARTERMASTER	SUPP	237.42
REGIONAL HEALTH	SRVC	275.40
RICH HUBER	DEP REF	55.81
RICHARD HOLLENBECK	RMB SUPP	55.85
RICOH	MAINT	414.60
RIVER CITY	SUPP	1,093.18
SAFETY KLEEN	SUPP	174.20
SAM'S CLUB	SUPP	2,482.89
SANDRY FIRE	SUPP	192.00
SCHMITT CONSTRUCT	SRVC	375.00
SPAHN & ROSE	SUPP	1,120.55
SPORTSMITH	SUPP	305.65
ST. LUKE'S CTR	DUES	50.00
STAND & POOR'S	FEES	8,117.00
STOREY KEN	SUPP	1,590.22
TREAS, ST IA	SALE TAX	5,904.78
WHKS	SRVC	1,066.56
WINDSTREAM	PHONE	1,042.13

	General Fund	105,311.04
	Road Use Tax	12,704.30
	Emp Benefits	6,358.82
	Local Option Tax	6,662.91
	Nuisance Hse	67.50
	Cresco Telecom	396.54
	Equipment / Rpr Fitness	933.00
	Off/Comp Equip	897.35
	Street Trust	37.50
	Debt Service	5,906.00
	Watermain Looping	772.00
	Water Utility	17,713.10
	Water Dep	660.00
	Water Utility Repl	506.00
	MSSU Operation	10,803.71
	MSSU Repl	816.00
	Water & Sewer	109.70
	Yard Waste	346.89
	EXPENDITURES	171,002.36
	Revenues 1/22 to 2/04/13	96,882.54

The Cresco City Council met in special session on February 4, 2013, at 7:30 pm at City Hall. Council members Carman, Bouska, McGee, McCarville and Loveless were present. No council members were absent.

Council discussed 2014 budget requests. With the cuts made, the General Fund will have a modest profit of about \$11,000 after factoring in the timing issue of receiving the bond proceeds in the previous fiscal year. The City was able to reduce the City Tax Levy slightly due to refinancing of the loan.

Carman moved to adjourn at 8:00 pm. McGee seconded and it passed all ayes. The next regular Cresco City Council meeting will be at 7:00 pm on February 18, 2013 at Cresco City Hall.

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Mayor Mark Bohle

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City Clerk Michelle Girolamo

STREET CLOSING/PARADE PERMIT

DATE 2/8/13

NAME Brew & Stew 5K Fun Run/Walk or 15K Bike - F.I.T. RUNNING

PERMISSION TO CLOSE: S. Park Street from the Int. of S. Park and Elm St. east to the driveway of the Courthouse and Elm St. from the Int. of 1st Ave N. to the Int. of S. Park Club DIANE HENRY, PRES.

REASON FOR CLOSURE: for the Brew & Stew event which is held at The American Legion, The M & Kieve's following the run/bike event  
DATE: 3/16/13 All proceeds to benefit the Cresco Fire Dept & Dollars for Scholars.

TIME: (from) 1:00 pm (to) 8:00 pm

APPROVED: \_\_\_\_\_ SIGNATURE Diane Henry  
DIANE HENRY, F.I.T. RUNNING CLUB

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.



# License Application ( WBN000492 )

## Applicant

Name of Applicant:	<u>Plantpeddler, Inc</u>		
Name of Business (DBA):	<u>Plantpeddler</u>		
Address of Premises:	<u>530 2nd Ave SW</u>		
City: <u>Cresco</u>	County: <u>Howard</u>	Zip: <u>52136</u>	
Business Phone:	<u>(563) 547-2361</u>		
Mailing Address:	<u>530 2nd Ave SW</u>		
City: <u>Cresco</u>	State: <u>IA</u>	Zip: <u>52136</u>	

## Contact Person

Name:	<u>Rachel Gooder</u>		
Phone:	<u>(319) 240-6632</u>	Email Address:	<u>rachelg@plantpeddler.com</u>

Classification: Class B Native Wine Permit (WBN)

Term: 12 months

Effective Date: 04/21/2013

Expiration Date: 04/20/2014

Privileges:

Class B Native Wine Permit (WBN)

## Status of Business

BusinessType:	<u>Privately Held Corporation</u>		
Corporate ID Number:	<u>170143</u>	Federal Employer ID #	<u>42-1410366</u>

## Ownership

### Mike Gooder

First Name: Mike

Last Name: Gooder

City: Cresco

State: Iowa

Zip: 52136

Position President

% of Ownership 49.00 %

U.S. Citizen

### Rachel Gooder

First Name: Rachel

Last Name: Gooder

City: Cresco

State: Iowa

Zip: 52136

Position Vice President

% of Ownership 51.00 %

U.S. Citizen

## Insurance Company Information

**Insurance Company:**

**Policy Effective Date:**

**Policy Expiration Date:**

**Bond Effective Continuously:**

**Dram Cancel Date:**

**Outdoor Service Effective Date:**

**Outdoor Service Expiration Date:**

**Temp Transfer Effective Date:**

**Temp Transfer Expiration Date:**

# License Application ( BW0092016 )

## Applicant

Name of Applicant:	<u>Mad Cam, Inc.</u>		
Name of Business (DBA):	<u>Mabes Pizza</u>		
Address of Premises:	<u>119 N Elm St</u>		
City: <u>Cresco</u>	County: <u>Howard</u>	Zip: <u>52136</u>	
Business Phone:	<u>(563) 547-5707</u>		
Mailing Address:	<u>2038 Grandview Road</u>		
City: <u>Decorah</u>	State: <u>IA</u>	Zip: <u>52101</u>	

## Contact Person

Name:	<u>Steve</u>		
Phone:	<u>(563) 547-5707</u>	Email Address:	

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

Term: 12 months

Effective Date: 03/15/2013

Expiration Date: 03/14/2014

Privileges:

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

## Status of Business

BusinessType:	<u>Privately Held Corporation</u>		
Corporate ID Number:	<u>249641</u>	Federal Employer ID #	<u>421514947</u>

## Ownership

### Connie White

First Name: Connie

Last Name: White

City: Decorah

State: Iowa

Zip: 52110

Position Owner

% of Ownership 50.00 %

U.S. Citizen

### Steve White

First Name: Steve

Last Name: White

City: Decorah

State: Iowa

Zip: 52101

Position Owner

% of Ownership 50.00 %

U.S. Citizen

## Insurance Company Information

**Insurance Company:** Scottsdale Insurance Company

**Policy Effective Date:** 03/15/2013

**Policy Expiration Date:** 03/15/2014

**Bond Effective Continuously:**

**Dram Cancel Date:**

**Outdoor Service Effective Date:**

**Outdoor Service Expiration Date:**

**Temp Transfer Effective Date:**

**Temp Transfer Expiration Date:**

**CITY OF CRESCO  
CASH & INVESTMENT BY FUND  
AS OF JANUARY 31, 2013**

	CASH BALANCE	INVESTMENT BALANCE	FUND BALANCE
001	General Fund	26,208.37	945,847.87
002	General Fund-Hotel/Motel	1,481.32	20,981.32
110	Road Use Tax Fund	4,468.61	589,268.61
112	Employee Benefits Trust	3,086.67	452,540.67
114	Health Ins Partial Self Fund	-	52,685.63
119	Emergency Fund	1,725.75	7,225.75
122	Local Option Tax Project	1,683.12	442,700.00
127	Urban Renewal TIF Area	678.70	56,178.70
160	CIDC/CityRevol.Loan-bus.	1,359.80	23,359.80
165	Nuisance House Fund	1,151.97	10,151.97
181	Cresco Telecommunic	1,704.63	83,800.00
182	Rehab/Housing	1,269.98	21,900.00
183	Equip.Repair-Fitness Ctr	593.83	74,900.00
184	City Park Trust	503.14	6,400.00
185	Recreation Supply	1,693.87	21,000.00
187	Equipment Replace	1,467.61	6,250.00
188	Fire Equipment Trust	1,506.29	186,000.00
189	Library Trust Fund	724.06	59,919.33
190	Office/Computer Equip.	1,116.21	43,500.00
191	Street Equipment Trust	901.82	152,550.00
193	Drug Dog Fund	1,124.39	8,500.00
197	Retirement Trust	518.43	4,600.00
200	Debt Service Fund	2,025.12	385,500.00
309	Bike Trail 2007	1,276.72	0.00
315	Smart Planning Grant Fund	0.00	0.00
316	Street 2nd Ave Project	1,649.82	91,500.00
317	Watermain Looping Project	129.38	1,500.00
600	Water Utility Fund	5,991.34	251,300.00
601	Water Deposit Trust	1,981.82	52,500.00
602	Water Utility Repair	1,414.02	78,500.00
610	MSSU Revenue	8,227.73	488,000.00
612	MSSU Operation/Maint	4,108.87	-
613	MSSU Replacement	1,260.39	341,300.00
614	MSSU Rev.Bond Int	1,965.06	155,500.00
615	MSSU Rev Debt Serv	1,547.62	164,000.00
620	Cap Imp Water, Sewer, Storm	1,510.36	280,400.00
670	Yard Waste Fund	1,879.12	75,000.00
			-
	<b>Totals</b>	<b>89,935.94</b>	<b>5,595,098.46</b>
		2%	98%
			<u><b>5,685,034.40</b></u>

Checking - Cresco Bank & Trust (operating)	0.05%	89,935.94
Checking - CUSB (credit cards)	0.10%	2,521.50
Money Market - Cresco Bank & Trust	0.10%	5,479,972.00
MMKT Hlth Ins Partial Self Funded	0.10%	52,685.63
Library MMKT	0.10%	9,919.33
Library CD matures 6/14/13 (12 month)	0.55%	<u>50,000.00</u>

\$ 5,685,034.40

City of Cresco  
 General Fund Expenditures  
 For 7 Months Ended January 31, 2013

	Actual Expense	Budget Expense	Percentage of Budget used to date	
General Fund:				
Police	216,768	394,360	55%	
Fire	31,429	67,840	46%	
Airport	7,414	82,300	9%	
Library	107,694	201,794	53%	
Theatre	6,947	23,400	30%	
Park	41,733	79,000	53%	
Fitness Ctr	253,878	448,500	57%	includes long term plan (partially paid by grant)
Law Center	65,478	123,000	53%	1/2 cost of LEC wages, benefits, utilities, supplies
Civil Defense	1,406	25,600	5%	HC Emergency Mgmt fee; siren maintenance
Animal Control	719	1,800	40%	dog pound
Garbage	307,188	529,600	58%	Hawkeye Sanitation for garbage & recycling
Tree	0	1,500	0%	Boulevard trees (will purchase in May)
Contrib/Other Agency	3,929	4,000	98%	NE IA Comm Action & Helping Services NE IA
Comm Beautification	1,754	5,800	30%	Elm Street planters; welcome sign & xmas lights, etc
Planning & Zoning	0	900	0%	wages (will be paid in June)
Council	5,175	13,500	38%	wages
Mayor	3,033	5,200	58%	wages
Administration	68,657	211,825	32%	
Elections	0	0		Elections held every other year
Legal	1,950	21,200	9%	
City Hall	8,733	27,900	31%	
Miscellaneous	0	14,000	0%	
Total	1,133,885	2,283,019	50%	7 months should be about 58% of budget

CITY OF CRESCO  
REVENUE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2013

*Should be 582*

	CURRENT PERIOD	YEAR-TO-DATE ACTUAL	CURRENT BUDGET	BUDGET BALANCE	% OF BUDGET
001-GENERAL FUND	122,291.52	1,203,311.61	2,210,569.00	1,007,257.39	54.43
002-GENERAL - HOTEL/MOTEL	0.00	11,292.44	18,000.00	6,707.56	62.74
110-ROAD USE TAX FUND	30,019.31	223,196.55	360,000.00	136,803.45	62.00
112-EMPLOYEE BENEFITS TRU	6,408.21	258,958.61	476,070.00	217,111.39	54.40
114-HEALTH INS PART SELF	3,029.22	21,472.96	0.00	(21,472.96)	0.00
119-EMERGENCY FUND	334.89	17,755.06	27,903.00	10,147.94	63.63
121-LOCAL OPTION REVENUE	33,562.65	246,063.72	388,000.00	141,936.28	63.42
122-LOCAL OPTION TAX PROJ	52,675.57	244,133.75	374,000.00	129,866.25	65.28
127-URBAN RENEWAL TIF ARE	4.79	71.78	100.00	28.22	71.78
160-CIDC/CITY CRESCO REVO	2,656.93	11,272.86	15,712.00	4,439.14	71.75
165-NUISANCE HOUSE FUND	0.78	5.55	0.00	(5.55)	0.00
178-FIRE STATION BUILDING	0.00	0.00	0.00	0.00	0.00
181-CRESCO TELECOMMUNICAT	836.05	2,592.50	4,950.00	2,357.50	52.37
182-REHAB/HOUSING FORE/TR	1.89	37,979.06	107,600.00	69,620.94	35.30
183-EQUIPMENT/REPAIR-FITN	10,236.72	22,146.75	21,600.00	(546.75)	102.53
184-CITY PARK TRUST/DONAT	600.55	2,320.56	7,450.00	5,129.44	31.15
185-RECREATION SUPPLY REV	1.81	5,513.64	10,000.00	4,486.36	55.14
187-EQUIPMENT REPLACEMENT	1,975.66	35,491.11	229,588.00	194,096.89	15.46
188-FIRE EQUIPMENT TRUST	20,016.06	27,013.56	23,400.00	(3,613.56)	115.44
189-LIBRARY TRUST FUND	0.84	143.27	1,000.00	856.73	14.33
190-OFFICE/COMPUTER EQUIP	3.76	28.86	100.00	71.14	28.86
191-STREET TRUST FUND	398.69	1,830.52	3,000.00	1,169.48	61.02
193-DRUG DOG FUND	1,519.37	10,124.39	10,000.00	(124.39)	101.24
197-RETIREMENT TRUST FUND	0.40	2.44	0.00	(2.44)	0.00
198-CRESCO COMM FIRE DEPT	0.00	0.00	0.00	0.00	0.00
200-DEBT SERVICE FUND	19,431.25	199,801.19	1,578,200.00	1,378,398.81	12.66
304-STREET SHOP PROJ.2007	0.00	0.00	0.00	0.00	0.00
306-SEWER PROJECT	0.00	41,316.10	41,000.00	(316.10)	100.77
309-BICYCLE TRAIL 2007	0.00	0.90	0.00	(0.90)	0.00
314-STREET 1ST AVE PROJEC	0.00	0.00	0.00	0.00	0.00
315-SMART PLANNING GRANT	9,588.00	9,594.55	10,000.00	405.45	95.95
316-STREET 2ND AVE PROJEC	7.86	11,592.30	12,200.00	607.70	95.02
317-WATERMAIN LOOPING FUN	1,629.38	1,629.38	161,536.00	159,906.62	1.01
318-FIT FOR LIFE PROJECT	0.00	0.00	10,000.00	10,000.00	0.00
319-STREET ASSESSMENT PRO	0.00	0.00	0.00	0.00	0.00
600-WATER UTILITY FUND	47,298.64	301,153.88	503,100.00	201,946.12	59.86
601-WATER DEPOSITS TRUST	644.53	5,831.60	12,100.00	6,268.40	48.20
602-WATER UTILITY REPAIR	1,075.23	31,541.72	136,576.00	105,034.28	23.09
610-MSSU REVENUE FUND	58,543.81	474,439.40	727,300.00	252,860.60	65.23
612-MSSU OPERATION/MAINTN	30,000.00	270,000.00	563,100.00	293,100.00	47.95
613-MSSU REPLACEMENT FUND	25,029.48	55,191.01	56,500.00	1,308.99	97.68
614-MSSU REV BOND INT SIN	37,013.43	77,074.69	77,200.00	125.31	99.84
615-MSSU REV DEBT SERVICE	10,014.16	10,092.81	10,500.00	407.19	96.12
620-WATER & SEWER C.I.	3,873.47	26,605.86	46,000.00	19,394.14	57.84
670-YARD WASTE FUND	3,668.94	23,023.78	39,400.00	16,376.22	58.44
830-STATE GRANTS/ECON.DEV	0.00	0.00	0.00	0.00	0.00
<b>GRAND TOTAL REVENUES</b>	<b>534,393.85</b>	<b>3,921,610.72</b>	<b>8,273,754.00</b>	<b>4,352,143.28</b>	<b>47.40</b>

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

CITY OF CRESCO  
 EXPENSE REPORT (UNAUDITED)  
 AS OF: JANUARY 31ST, 2013

*Should be 58.9%*

	CURRENT PERIOD	YEAR-TO-DATE ACTUAL	CURRENT BUDGET	BUDGET BALANCE	% OF BUDGET
001-GENERAL FUND	159,028.44	1,133,883.55	2,283,019.00	1,149,135.45	49.67
002-GENERAL - HOTEL/MOTEL	0.00	10,091.59	26,000.00	15,908.41	38.81
110-ROAD USE TAX FUND	21,645.35	157,541.02	357,775.00	200,233.98	44.03
112-EMPLOYEE BENEFITS TRU	44,203.60	272,227.55	486,070.00	213,842.45	56.01
114-HEALTH INS PART SELF	5,000.00	20,000.00	0.00	(20,000.00)	0.00
119-EMERGENCY FUND	0.00	10,529.31	39,750.00	29,220.69	26.49
121-LOCAL OPTION REVENUE	33,562.65	246,063.72	388,000.00	141,936.28	63.42
122-LOCAL OPTION TAX PROJ	45,985.71	304,728.03	528,750.00	224,021.97	57.63
127-URBAN RENEWAL TIF ARE	0.00	432.00	18,000.00	17,568.00	2.40
160-CIDC/CITY CRESCO REVO	33,000.00	133,000.00	153,500.00	20,500.00	86.64
165-NUISANCE HOUSE FUND	0.00	1,059.00	5,000.00	3,941.00	21.18
178-FIRE STATION BUILDING	0.00	0.00	0.00	0.00	0.00
181-CRESCO TELECOMMUNICAT	757.26	5,498.61	14,450.00	8,951.39	38.05
182-REHAB/HOUSING FORF/TR	0.00	33,369.50	118,500.00	85,130.50	28.16
183-EQUIPMENT/REPAIR-FITN	0.00	11,980.98	30,000.00	18,019.02	39.94
184-CITY PARK TRUST/DONAT	1,975.00	4,765.00	11,200.00	6,435.00	42.54
185-RECREATION SUPPLY REV	0.00	6,705.36	12,000.00	5,294.64	55.88
187-EQUIPMENT REPLACEMENT	26,193.00	59,693.00	79,488.00	19,795.00	75.10
188-FIRE EQUIPMENT TRUST	0.00	3,150.00	2,600.00	(550.00)	121.15
189-LIBRARY TRUST FUND	0.00	0.00	12,100.00	12,100.00	0.00
190-OFFICE/COMPUTER EQUIP	0.00	9,130.61	12,000.00	2,869.39	76.09
191-STREET TRUST FUND	0.00	25,555.67	25,300.00	(255.67)	101.01
193-DRUG DOG FUND	0.00	500.00	10,000.00	9,500.00	5.00
197-RETIREMENT TRUST FUND	0.00	0.00	0.00	0.00	0.00
198-CRESCO COMM FIRE DEPT	0.00	0.00	0.00	0.00	0.00
200-DEBT SERVICE FUND	0.00	39,726.25	1,577,600.00	1,537,873.75	2.52
306-SEWER PROJECT	0.00	49,452.74	51,000.00	1,547.26	96.97
309-BICYCLE TRAIL 2007	0.00	2,478.01	3,800.00	1,321.99	65.21
314-STREET 1ST AVE PROJEC	0.00	0.00	0.00	0.00	0.00
315-SMART PLANNING GRANT	22,433.81	31,409.75	43,000.00	11,590.25	73.05
316-STREET 2ND AVE PROJEC	0.00	237,610.08	269,000.00	31,389.92	88.33
317-WATERMAIN LOOPING FUN	0.00	0.00	4,536.00	4,536.00	0.00
318-FIT FOR LIFE PROJECT	0.00	0.00	10,000.00	10,000.00	0.00
319-STREET ASSESSMENT PRO	0.00	0.00	0.00	0.00	0.00
600-WATER UTILITY FUND	32,098.79	279,039.65	485,200.00	206,160.35	57.51
601-WATER DEPOSITS TRUST	240.00	5,805.00	13,000.00	7,195.00	44.65
602-WATER UTILITY REPAIR	0.00	11,028.33	81,176.00	70,147.67	13.59
610-MSSU REVENUE FUND	102,000.00	412,000.00	705,000.00	293,000.00	58.44
612-MSSU OPERATION/MAINTE	30,067.21	270,075.65	563,200.00	293,124.35	47.95
613-MSSU REPLACEMENT FUND	0.00	10,064.40	45,200.00	35,135.60	22.27
614-MSSU REV BOND INT SIN	0.00	11,449.53	76,400.00	64,950.47	14.99
615-MSSU REV DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
620-WATER & SEWER C.I.	859.29	9,401.70	14,000.00	4,598.30	67.16
670-YARD WASTE FUND	1,390.68	43,183.84	61,950.00	18,766.16	69.71
830-STATE GRANTS/ECON.DEV	0.00	0.00	0.00	0.00	0.00
<b>GRAND TOTAL EXPENSES</b>	<b>560,440.79</b>	<b>3,862,629.43</b>	<b>8,617,564.00</b>	<b>4,754,934.57</b>	<b>44.82</b>

Document Prepared by: Joseph P. Braun, Elwood, O'Donohoe, et al, P. O. Box 377, Cresco, IA 52136

RESOLUTION NO. 021303

**RESOLUTION AUTHORIZING SALE OF REAL ESTATE**

WHEREAS, the City Council of the City of Cresco, Iowa set a public hearing date at 7:00 P.M. on the \_\_\_\_ day of \_\_\_\_\_, 2013 in the City Council Chambers at City Hall in Cresco, Iowa, to open bids for the sale of the real estate described as follows:

Lot Twenty-five (25), Irregular Survey of the NW1/4 of Section 26, Township 99 North, Range 11, Howard County, Iowa

And

WHEREAS, the City received an offer of \$3,500.00 from Ronald Horn, and

WHEREAS, the City determined that the real estate is not necessary or useful for any public purpose and that it is in the best interest of the City to sell the real estate pursuant to the offer set forth above.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Cresco, Iowa shall sell the above-described real estate to Ronald Horn for the sum of \$3,500.00. The conveyance shall be by quit claim deed and the Buyer shall pay any abstracting and recording expenses.

Council person \_\_\_\_\_ moved the adoption of the foregoing Resolution and Council person \_\_\_\_\_ seconded said motion. Thereupon the Mayor called for a roll call vote and the following Council persons voted in favor of said resolution: \_\_\_\_\_ and the following Council persons voted against the adoption of the foregoing resolution: None.

The Mayor thereupon declared the resolution passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2013.

## RESIDENTIAL PURCHASE AGREEMENT

TO: City of Cresco (SELLERS)

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Howard, Iowa, locally known as 610 2nd St. SE, Cresco, Iowa 52136 and legally described as:

Lot Twenty-five (25) of the Irregular Survey of the NW1/4 of Section Twenty-six (26), Township Ninety-nine (99) North, Range Eleven (11), West of the 5th P.M., in Howard County, Iowa

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 BUYERS, on possession, are permitted to use the Property for residential purposes: ~~residential~~ Duplex (RPT)

1. PURCHASE PRICE. The Purchase Price shall be \$ 3,500.00 and the method of payment shall be as follows: all of which shall be paid at closing

2. REAL ESTATE TAXES. BUYERS assume all responsibility to pay all real estate taxes. There will be no proration of real estate taxes. *It is understood that there are no taxes owed on the property at of now.* (RPT)

3. SPECIAL ASSESSMENTS. BUYERS shall pay all other special assessments, *but SELLERS shall advise BUYERS of their cost.* (RPT)

4. RISK OF LOSS AND INSURANCE. SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS 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. Closing shall occur as soon as possible upon the completion of all legal documents. Possession shall be given at closing.

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. <sup>SELLERS Have removed</sup> ~~BUYERS shall remove~~ the structures on the premises ~~and shall rehabilitate the structures to the approval of the City of Des Moines~~ such that the property is no longer a public nuisance. ~~Such removal or rehabilitation shall be accomplished within 90 days of the date of closing of this transaction. The property is sold as-is, where-is, with no representations or warranties of any kind. The structure(s) on the premises presently constitute a public nuisance and that the property is now free of any toxic materials with existing utilities remaining stubbed to the property.~~

8. ABSTRACT AND TITLE. SELLER will not provide an abstract of title, <sup>but will provide information as required to obtain an abstract of title prior to closing at a reasonable cost to BUYER.</sup>

9. SURVEY. BUYERS may, at BUYERS' 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, SELLERS shall pay the cost thereof.

10. DEED. Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS by Quit Claim Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement.

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

12. 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.

13. REMEDIES OF THE PARTIES. A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS 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 SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.

C. BUYERS and SELLERS 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.

14. 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.

15. CERTIFICATION. Buyers and Sellers 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.

16. 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.

17. ADDITIONAL PROVISIONS: City will install a new sidewalk on the premises. ~~Buyer~~  
~~will maintain the property such that it is no longer a public nuisance.~~ (PRM)

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

SELLERS reserve the right to continue to offer the Property for sale. Should SELLERS receive another offer which they desire to accept, BUYERS shall have \_\_\_\_\_ days from the delivery of written notice to waive the "contingency of sale." Notice from the BUYERS to the SELLERS, removing the contingency of sale, shall be timely delivered to the SELLERS along with reasonable assurance that BUYERS can complete the purchase with the sale of the property referenced above.

If BUYERS do timely remove such contingency, this Agreement will remain in full force and effect (but without being contingent on the sale of BUYERS' property). If BUYERS do not timely remove such contingency, SELLERS will immediately return to BUYERS 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, SELLERS shall have the option of either having the Property treated for infestation by a licensed pest exterminator and having any damage repaired to the BUYERS' satisfaction or, declaring this Agreement null and void and returning all earnest money to BUYERS. This provision shall not apply to fences, trees, shrubs or outbuildings other than garages. BUYERS may accept the property in its existing condition without such treatment or repairs.
- C. WELL TEST. SELLERS, at SELLERS' expense, shall provide BUYERS, 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 BUYERS receive an unsatisfactory report, the basis for which cannot be resolved between BUYERS and SELLERS within \_\_\_\_\_ days of receipt thereof, then upon written notice from BUYERS to SELLERS, this agreement shall be null and void and all earnest money paid shall be returned immediately to BUYERS.
- D. RADON TEST. Within \_\_\_\_\_ days after the date of acceptance of this offer, SELLERS, 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 BUYERS 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 SELLERS do not agree to remediate the Property at SELLERS' expense such that the Radon levels in the Property are reduced to a level below 4.0 pCi/L, then BUYERS shall have the option to terminate this agreement, in which case all earnest money shall be returned to BUYERS and this Agreement shall be of no further force or effect.
- 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. Buyers 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 Sellers. If Buyers elect to so cancel this Agreement, then this Agreement shall be null and void and the earnest money paid by Buyers shall be refunded. In the event Buyers do not timely notify Sellers of cancellation, this Agreement shall be binding and remain in full force and effect.

G. OTHER: Attach Addendum.

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

Accepted \_\_\_\_\_

Dated \_\_\_\_\_

City of Cresco (SELLER)

~~██████████~~  
Address: 130 N. Park Place, Cresco, Iowa 52136  
Telephone: (563) 547-3101

BY \_\_\_\_\_  
Mark Bohle, Mayor

\_\_\_\_\_  
Michelle Girolamo, City Clerk

*R. Ronald R. Horn* 2-11-13  
\_\_\_\_\_  
Ronald Horn (BUYER)  
SS# \_\_\_\_\_