

## **NOTICE AND CALL OF PUBLIC MEETING**

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA

DATE OF MEETING: JANUARY 5, 2015

TIME AND PLACE OF MEETING: 7:00 P.M. AT CRESCO CITY HALL

PUBLIC NOTICE IS HEREBY GIVEN THAT THE ABOVE MENTIONED GOVERNMENTAL BODY WILL MEET AT THE DATE, TIME AND PLACE SET OUT ABOVE. THE TENTATIVE AGENDA FOR SAID MEETING IS AS FOLLOWS:

ROLL CALL: CARMAN, BOUSKA, McGEE, McCARVILLE, LOVELESS

ACT ON THE CONSENT AGENDA: All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time council votes on the motion.

1. Approval of the Agenda
2. Approval of the Claims
3. Approval of Minutes from December 15, 2014
4. Approval of Minutes from December 18, 2014 Worksession
5. Approval of Tree Surgeon License for Walton Tree Service
6. Application for Tax Abatement under the Urban Revitalization Plan for Curt & Julie Fisk
- 7.

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. Discussion and Award of Hotel/Motel Tax Tourism Grants
2. Request for Credit on Sewer Bill from Howard County Historical Society for Water not Entering the Sanitary Sewer System
3. Resolution Appointing an Attorney for the City of Cresco, Iowa
4. Recommendation of the Airport Commission to Reappoint Romane Matthias to the Airport Commission for a Term of Six Years Expiring December 31, 2020
5. Request to Waive \$50 Penalty from Erik Beiwel
6. Discuss Monitoring Well at the Airport
7. Resolution Authorizing the Mayor and City Clerk to Enter into an Industrial Sewer Rental Agreement with Cresco Food Technologies LLC
8. Discuss Possible Credits for Water Running if Waterlines Start Freezing
9. Discuss Possible Changes to City of Cresco Code of Ordinances Chapter 50 Pertaining to Nuisance Abatement Procedures

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 JANUARY 3, 2015.

RESOLUTION NUMBER \_\_\_\_\_

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK  
TO ENTER INTO AN INDUSTRIAL SEWER RENTAL AGREEMENT  
WITH CRESCO FOOD TECHNOLOGIES LLC.

WHEREAS, the City of Cresco maintains an Industrial Sewer Rental Agreement with Cresco Food Technologies LLC due to the quantity of discharge received from Cresco Food Technologies LLC; and

WHEREAS, the agreement needs to be reviewed and updated periodically.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized and directed to sign the written Industrial Sewer Rental Agreement with Cresco Food Technologies, LLC.

Council Person \_\_\_\_\_ moved the adoption of the foregoing Resolution Authorizing the Mayor and City Clerk to enter into an agreement with Cresco Food Technologies LLC. Council Person \_\_\_\_\_ seconded said motion. A roll call vote was requested by the Mayor and said roll call vote resulted as follows:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Thereupon, the Mayor declared said Resolution duly passed and announced that the agreement dated \_\_\_\_\_, between the City of Cresco and CRESCO FOOD TECHNOLOGIES LLC is approved and that the Mayor and City Clerk are authorized to execute the agreement on behalf of the City of Cresco.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

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

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

INDUSTRIAL SEWER RENTAL AGREEMENT

BETWEEN

CRESCO FOOD TECHNOLOGIES LLC

AND

CITY OF CRESCO, IOWA

EFFECTIVE 01/05/2015

EXPIRES 06/30/2016

## INDUSTRIAL SEWER RENTAL AGREEMENT

In this agreement entered into this 5<sup>th</sup> day of January, 2015, between the City of Cresco, Iowa, hereinafter known as the "Owner" and Cresco Food Technologies LLC at 717 2<sup>nd</sup> Ave SE, Cresco, IA 52136, hereinafter known as the "User."

It is hereby agreed that the Owner shall provide the use of its water pollution control facilities in accordance with the effluent limitations, monitoring requirements and other conditions set forth in this Agreement. Water pollution control facilities include the municipal sanitary sewer collection system and publicly owned treatment works (POTW).

It is hereby agreed that the User will adhere to the Plan of Action filed with the Iowa Department of Natural Resources (IDNR) dated December 19, 2012. If the Plan of Action is not followed, the City reserves the option to suspend sanitary service to CFT until deficiencies are corrected.

### A. AGREEMENT EXPIRATION DATES

- a. The conditions of this Agreement become effective immediately upon issuance. The conditions of this Agreement supercede any arrangements or requirements established by the Owner pertaining to discharges from the User to the water pollution control facilities.
- b. This Agreement shall expire eighteen (18) months from date of issuance. At that time City Council shall review Agreement violations and may adjust surcharge amounts higher. In addition, either a new 1 year Agreement will be issued or a 5 year Agreement will be issued to coincide with the expiration date of the current NPDES permit of the Owner's POTW.

### B. MODIFICATIONS TO THIS AGREEMENT

- a. If in the future it becomes necessary for the Owner to provide additional treatment facilities for a higher degree of treatment, this Agreement may be modified by the Owner to increase or decrease the rates charged the User so as to properly reflect changes in capital costs of the Owner.
- b. If operation and maintenance costs should increase significantly, this Agreement may be modified by the Owner to increase the rates charged the User so as to properly reflect changes in operating costs to the Owner.

- c. If effluent limitations for the POTW, as set forth in the NPDES permit are modified, this Agreement may be modified by the Owner to change the discharge limitations of the User during the term of the Agreement. The NPDES permit grants authority to the Owner to discharge treated wastewater to an unnamed tributary to Silver Creek. The Owner shall notify the User of any change in the NPDES permit at least 60 days prior to the effective date of change.
- d. If analysis of discharge samples reveals a significant consistency in discharge composition, this Agreement may be modified by the Owner to reduce the frequency of sampling and/or and analysis of samples.
- e. If the User increases its production capacity, or modifies its industrial process in such a way that the quantity or strength of its discharges will exceed the limitations of this Agreement, or modifies a discharge point into the municipal sanitary sewer collection system, a revised Agreement and new limitations shall be established. The User shall be responsible for applying for a revised Agreement at least 180 days prior to the proposed production increase or process modification.

C. INDUSTRIAL PROCESS DESCRIPTION

- a. The User is a food processing facility that handles products including but not limited to: yeasts, milk products, meat stocks, plant fiber products, hydrogenated oils, and fish oils. The products being treated may vary on a weekly basis. It is understood by the Owner that there is a single discharge point from the User to the municipal sanitary sewer collection system. It is a continuous process so discharge is always being released to the Owner's water pollution control facilities, although flow rates vary. The discharge is from the cleaning of equipment and other uses.

D. EFFLUENT LIMITATIONS

- a. The discharge of said User into water pollution control facilities of the Owner shall not violate Chapter 97 of Cresco Code of Ordinances. The discharge shall also be in accordance with the Iowa Department of Natural Resources Operation Agreement Application Treatment Agreement for the User's facility (Exhibit A).
- b. The discharges from the User are subject to the following limitations where they enter the municipal sanitary sewer collection system.

Table 1: Discharge Limitations

<u>Discharge Parameter</u>	<u>Daily Maximum</u>	<u>30-Day Average Limit</u>
Flow	100,000 gal/day	67,000 gal/day
BOD <sub>5</sub>	360 ppd or 650 mg/L	250 ppd or 450 mg/L
TKN	20 ppd or 36 mg/L	13 ppd or 24 mg/L
TSS	300 ppd or 540 mg/L	220 ppd or 400 mg/L
Fats-Oils-Grease (FOG)	150 mg/L or 84 ppd	100 mg/L or 56 ppd
Paraffin or insoluble substances	0	0
PH	5.5-10.0	5.5-10.0

If discharge is out of these parameters for more than one (1) minute it will be considered a violation.

E. MONITORING

- a. Flows will be read from the User's outflow meter on a monthly basis.
- b. The User must record continuous pH measurements with a chart recorder or similar device.
- c. The User must record the instantaneous pH value of the discharge every Thursday morning at 8 AM.
- d. The User must have in place a flow proportional sampling device and must take 24 hour flow-paced composite samples of its discharge. The sampler shall capture all phases of the discharge, including suspended fats, oils, grease and other insoluble substances.
- e. The User shall be responsible for calibrating and maintaining its analytical and sampling instrument as required to ensure accuracy of measurements.
- f. The User shall provide calibration records for the equipment to the Owner at the Owner's request.
- g. In the event that monitoring equipment must be out of service for any length of time, the User shall inform the Owner of the condition and estimated duration of non-service immediately.
- h. The Owner shall have authority to install its own pH monitoring, sampling and flow recording equipment at any time with 30 days notice to the User.
- i. The site for the City sampler shall be inside the building next to the User's sampler.
- j. The Owner shall collect grab samples from the sampling location at the Owner's discretion.

- k. The User shall grant the Owner access to the User's monitoring and recording equipment at the Owner's request for purposes of inspection or data collection.
- l. All access to the sampling station shall be inside the delivery area next to the receiving scales. The only area in the User's facility that the Owner shall enter without prior permission is the sampling area, solely for the purpose of collecting samples.
- m. The User shall have the discharge tested by a laboratory certified by the State of Iowa on the following basis:
  - (1) Once per Week: Acidity (pH), Biological Oxygen Demand (BOD<sub>5</sub>), Total Suspended Solids (TSS), Total Kjeldahl Nitrogen (TKN), and Fats-Oils-Grease (FOG).
  - (2) Any Day When the Industrial Process Significantly Changes or Equipment Washdown Occurs and Testing Has Not Already Been Done: Acidity (pH), Biological Oxygen Demand (BOD<sub>5</sub>), Total Suspended Solids (TSS), Total Kjeldahl Nitrogen (TKN), and Fats-Oils-Grease (FOG).

#### F. REPORTING

- a. The User must submit to the Owner, once a month, a report containing the daily records of pH, analytical test results corresponding to the monitoring and testing schedule shown in Section E, and calculated loads discharged to the Owner. The report must be submitted to the Owner no later than the tenth of each month.
- b. MSDS sheets for all materials at the Users Facility in quantities greater than 10 gallons shall be provided to the Owner and be up-to-date at all times.
- c. The User shall submit to the Owner a report of the products and chemicals received, processed and wasted. The Owner will treat this list as privileged information.
- d. The Owner reserves the right to request, in writing to the User, that the User have the discharge tested for concentrations of heavy metals.

#### G. CALCULATION OF MONTHLY STATEMENT

- a. The User shall receive a bill from the Owner no later than the fifteenth of each month. The bill will include charges listed in this section.
- b. The User shall pay the monthly charges for the full amount discharged under each parameter listed in this section. Loads in excess of the limits stated in

Section D (Effluent Limitations) are also subject to a surcharge as stated in Section H (Violations and Violation Procedures). The surcharges shall only apply to the loads that are over the applicable limits.

- c. Loads discharged will be determined by the test results of daily samples and average daily flows determined from the monthly flow records.
- d. In the absence of daily test results, approximate daily values will be calculated based on test results from periods of similar product handling, and average daily flows determined from the monthly flow records.
- e. The following is the formula for calculating the monthly charges. Surcharges are listed in Section H (Violations and Violation Procedures).

- i. Flow:  $\$3.70/1000 \times \text{total gallons for month per outflow meter}$

- Example: If total flow for a month is 684,000 gallons, the charge is:  $\$3.70/1000 \text{ gal} * 684,000 \text{ gal} = \$2,530.80$

- ii. BOD<sub>5</sub>:  $\$7.01/\text{ppd BOD}_5 \times 30\text{-day average BOD}_5 \text{ (ppd)}$

- Example: If 30-day average BOD<sub>5</sub> for a month is 114 ppd the charge is:  
 $\$7.01/\text{ppd} * 114 \text{ ppd} = \$799.14$

- iii. TKN: Does not have a regular charge.
  - iv. TSS: Does not have a regular charge.
  - v. Fats-Oils-Grease (FOG): Does not have a regular charge.
  - vi. pH: Does not have a regular charge.
  - vii. Paraffin or other insoluble substances: Does not have a regular charge.
  - viii. Capital Improvement Recovery: The capital improvement recovery charge is \$0.00 (zero dollars and no cents).
  - ix. Laboratory testing of the discharge is not included in the above operation and maintenance charge. The User shall be responsible for the cost of testing. Cost of testing to be billed to User shall be the sum of:

- (1) Third-party laboratory invoices, sample shipping costs, and
      - (2) A fee of  $\$25/\text{BOD}_5 \text{ test conducted at the City laboratory, and}$
      - (3) A fee of  $\$25/\text{TSS test conducted at the City laboratory.}$

- Example: If the third-party laboratory invoices total \$500.00, shipping charges total \$200.00, and the City laboratory completed 20 BOD<sub>5</sub> tests and 20 TSS tests in a month, the charge is:  $\$500.00 \text{ (lab fees)} + \$200.00 \text{ (shipping)} + \$25/\text{BOD}_5 \text{ test} * 20 \text{ tests} + \$25/\text{TSS test} * 20 \text{ tests} = \$1,700.00$

## H. SURCHARGES

a. The User shall pay for all or a portion of any fines or penalties assessed to the Owner under the following circumstances;

- i. If the User exceeds its allocated share in any parameter and that exceedance is the direct cause of the POTW exceedance of its design characteristic (which could not be avoided by proper operation or maintenance) which causes an exceedance in its NPDES permit limitation and that violation results in the state or federal government assessment of a fine or penalty – 100% of the fine or penalty as a separate charge.
- ii. If the User is within its allocated share in any parameter and the POTE exceeds its NPDES permit limitation and that violation results in the state or federal government assessment of a fine or penalty which is not the responsibility of the operators – the User's pro rata share of User Charges and not a separate charge.

b. If the discharge is not in compliance with the limitations set forth in Section D (Effluent Limitations) of this Agreement, it shall be considered a violation of this Agreement. Violations shall be issued a surcharge as calculated in this section.

i. Flow:

1. For each day the Daily Flow exceeds the Daily Maximum Flow limit: \$1,000 Surcharge per day
2. For each month the Monthly Average Flow exceeds Monthly Average Limit: \$2,000 Surcharge per Month.

Example: If Daily Flow was 120,000 gallons one day during the month, then the surcharge is: \$1,000.

Example: If Monthly Average Flow was 80,000 gallons per day during the month, then the surcharge is: \$2,000.

ii. BOD<sub>5</sub>: for each day Daily Actual Load exceeds Daily Maximum Load:

\$2.00/lb BOD<sub>5</sub> x (Daily Actual BOD<sub>5</sub> (ppd)- Daily Maximum BOD<sub>5</sub> (ppd))  
or \$100/occurrence minimum surcharge.

Example 1: If Daily Actual BOD<sub>5</sub> load exceeded the limit twice during a month and the daily values were 500 lbs and 362 lbs, the surcharge is:  
 $\$2.00/\text{lb} * (500 \text{ ppd} - 360 \text{ ppd limit})$  (first day) +  $\$2.00/\text{lb} * (362 \text{ ppd} - 360 \text{ ppd limit}) = \$284.00$  \$380.00 minimum applies for second day.

Example 2: If Daily Actual BOD<sub>5</sub> load exceeded the limit twice during a month and the daily values were 365 lbs and 362 lbs, the surcharge is:  
 $\$2.00/\text{lb} * (365 \text{ lb} - 360 \text{ lb limit}) \text{ (first day)} + \$2.00/\text{lb} * (362 \text{ lb} - 360 \text{ lb limit}) \text{ (second day)} = \$14.00$  \$200.00 minimum applies.

- iii. BOD<sub>5</sub>: for each month the Actual Monthly Average Load exceeds 30-Day Average Limit:  $\$2.00/\text{lb BOD}_5 \text{ (Actual 30-day Average BOD}_5\text{(ppd) - 30-Day Average Limit BOD}_5\text{(ppd))} \times (30 \text{ days/month})$

Example: If Monthly Average BOD<sub>5</sub> load is 300 ppd for the month, the surcharge is:  $\$2.00/\text{lb} * (300 \text{ ppd avg} - 250 \text{ ppd avg limit}) \times 30 \text{ days/month} = \$3,000.00$ .

- iv. TKN: for each day Daily Actual Load exceeds Daily Maximum Load:  $\$2.00/\text{lb TKN} \times (\text{Daily Actual TKN (ppd)} - \text{Daily Maximum TKN (ppd)})$  or \$100/occurrence minimum surcharge.

Example 1: If Daily Actual TKN load exceeded the limit twice during a month and the daily values were 200 lbs and 80 lbs, the surcharge is:  
 $\$2.00/\text{lb} * (200 \text{ ppd} - 20 \text{ ppd limit}) \text{ (first day)} + \$2.00/\text{lb} * (80 \text{ ppd} - 20 \text{ ppd limit}) \text{ (second day)} = \$480.00$ .

Example 2: If Daily Actual TKN load exceeded the limit twice during a month and the daily values were 28 lbs and 22 lbs, the surcharge is:  
 $\$2.00/\text{lb} * (28 \text{ ppd} - 20 \text{ ppd limit}) \text{ (first day)} + \$2.00/\text{lb} * (22 \text{ ppd} - 20 \text{ ppd limit}) \text{ (second day)} = \$20.00$  \$200.00 minimum applies.

- v. TKN: for each month the Actual Monthly Average Load exceeds 30-Day Average Limit:  $\$2.00/\text{lb TKN} \text{ (Actual 30-day Average TKN(ppd) - 30-Day Average Limit TKN(ppd))} \times (30 \text{ days/month})$

Example: If Monthly Average TKN load is 19 ppd for the month, the surcharge is:  $\$2.00/\text{lb} * (19 \text{ ppd avg} - 13 \text{ ppd avg limit}) \times 30 \text{ days/month} = \$360.00$ .

- vi. TSS: for each day Daily Actual Load exceeds Daily Maximum Load:  $\$2.00/\text{lb TSS} \times (\text{Daily Actual TSS (ppd)} - \text{Daily Maximum TSS (ppd)})$ , or \$100/occurrence minimum surcharge

Example 1: If Daily Actual TSS load exceeded the limit twice during a month and the daily values were 350 lbs and 380 lbs, the surcharge is:  
 $\$2.00/\text{lb} * (350 \text{ ppd} - 300 \text{ ppd limit}) \text{ (first day)} + \$2.00/\text{lb} * (380 \text{ ppd} - 300 \text{ ppd limit}) \text{ (second day)} = \$260.00$ .

Example 2: If Daily Actual TSS load exceeded the limit twice during a month and the daily values were 310 lbs and 320 lbs, the surcharge is:  
 $\$2.00/\text{lb} * (310 \text{ ppd} - 300 \text{ ppd limit}) \text{ (first day)} + \$2.00/\text{lb} * (320 \text{ ppd} - 300 \text{ ppd limit}) \text{ (second day)} = \$60.00$  \$200.00 minimum applies.

vii. TSS: for each month the Actual Monthly Average Load exceeds 30-Day Average Limit:  $\$2.00/\text{lb TSS} \frac{(\text{Actual 30-day Average TSS}(\text{ppd}) - 30\text{-Day Average Limit TSS}(\text{ppd}))}{30 \text{ days/month}}$   
 Example: If Monthly Average TSS load is 300 ppd for the month, the surcharge is:  $\$2.00/\text{lb} * (300 \text{ ppd avg} - 220 \text{ ppd avg limit}) * 30 \text{ days/month} = \$4,800.00$ .

viii. FOG: for each day Daily Actual Load exceeds Daily Maximum Load:  $\$2.00/\text{lb FOG} * (\text{Daily Actual FOG}(\text{ppd}) - \text{Daily Maximum FOG}(\text{ppd}))$ , or  $\$100/\text{occurrence}$  minimum surcharge  
 Example 1: If Daily Actual FOG load exceeded the limit twice during a month and the daily values were 300 lbs and 250 lbs, the surcharge is:  $\$2.00/\text{lb} * (300 \text{ ppd} - 84 \text{ ppd limit})(\text{first day}) + \$2.00/\text{lb} * (250 \text{ ppd} - 84 \text{ ppd limit})(\text{second day}) = \$764.00$ .  
 Example 2: If Daily Actual FOG load exceeded the limit twice during a month and the daily values were 90 lbs and 85 lbs, the surcharge is:  $\$2.00/\text{lb} * (90 \text{ ppd} - 84 \text{ ppd limit})(\text{first day}) + \$2.00/\text{lb} * (85 \text{ ppd} - 84 \text{ ppd limit})(\text{second day}) = \$14.00$   $\$200.00$  minimum applies.

ix. FOG: for each month the Actual Monthly Average Load exceeds 30-Day Average Limit:  $\$2.00/\text{lb FOG} \frac{(\text{Actual 30-day Average FOG}(\text{ppd}) - 30\text{-Day Average Limit FOG}(\text{ppd}))}{30 \text{ days/month}}$   
 Example: If Monthly Average FOG load is 90 ppd for the month, the surcharge is:  $\$2.00/\text{lb} * (90 \text{ ppd avg} - 56 \text{ ppd avg limit}) * 30 \text{ days/month} = \$2,040.00$ .

x. pH: A surcharge of  $\$2,000/\text{day}$  for each instance of violation shall apply.

xi. Paraffin or other insoluble substances: A surcharge of  $\$2,000/\text{day}$  for each instance of violation shall apply. The appearance of paraffin or other insoluble substances will be determined by visual observation by City staff. City staff shall decide whether the substances originate from the User's facility after making reasonable efforts to observe the condition of the sewer collection system and POTW.

c. If a spill or accidental discharge occurs because the Spill Prevention Plan as discussed in Section I was not followed, a surcharge of  $\$2,000/\text{day}$  shall apply.

- d. If damages to the sanitary sewer collection system or POTW or private property are caused by the User's discharge, an additional surcharge will apply that is equal to the costs incurred by the Owner to correct any deficiency and/or repair any damages.
- e. If the monthly monitoring report is not received by the Owner by the tenth day of each month, the User shall notify the Owner to explain reasons for lateness, at which time the Owner may choose to assess a surcharge not to exceed \$500. Each subsequent day on which the report is not received shall be subject to an additional surcharge of \$100/day.
- f. If the records are not supplied in the monthly report corresponding to the requirements of Section F a surcharge of \$1,000/day will be applied for each day in the records that do not conform to the requirements.
- g. In the event that either the flow or pH monitoring or sampling equipment owned and operated by the User is out of service for longer than 48 hours the Owner may elect to temporarily assume the flow or monitoring duties until the User's equipment is returned to service, with all costs associated with the temporary monitoring program billed to the User.
- h. The Owner will charge the User a surcharge of \$100/day in lieu of the calculated surcharge if the calculated surcharge for any of the above items is less than \$100/day,
- i. The Owner may charge the User a surcharge of \$100/day if the pH meter is not operational within the timeframe stated under Section E (Monitoring).

#### I. SPILL PREVENTION

The User shall maintain, at a minimum, the spill prevention plan submitted to the Owner from the User in a letter dated 1/10/08 (Attachment A) and shall also comply with the provisions proposed to the City on 6/29/12 (Attachment B). The plan as described in this letter was: "All the drains in the vicinity of the unloading, storage and process areas have been fitted with drain plugs and drain covers. These plugs and covers remain in place during unloading and whenever the product is being stored in the tanks and when the process is in operation. Tanks designed to catch and separate the FOG material are in place at both CIP stations."

J. ACCIDENTAL DISCHARGES

The User shall notify the Owner immediately via telephone upon having a slug or accidental discharge of substance or wastewater in violation of this Agreement in order to enable counter measures to be taken by the Owner to minimize damage to the wastewater treatment facilities and receiving waters. Telephone the POTW at 563-547-3600. Accidental discharges resulting from a failure to comply with the Spill Prevention Plan as described in Section I shall result in a surcharge. Failure to notify the Owner of such a discharge shall result in a double surcharge. Such notification shall not relieve the User for any liability described in the terms of this Agreement.

K. SUSPENSION OF AGREEMENT

- a. In the event that there are more than six (6) violations in any 365 period, the Owner may order that the User cease its exceedances of allocated share limits within thirty (30) days and if not corrected within such time period may order the User to suspend any further discharge pursuant to this agreement until corrected.
- b. In the event that any violation exceeds the stated applicable limits by more than 25%, the User shall, within thirty (30) days, submit to the Owner a compliance plan to prevent further such exceedances. The compliance plan shall be submitted to the Owner within thirty (30) days after notice of such violation. If an acceptable compliance plan is not submitted to the Owner within this time limit the Owner may order the User to suspend any further discharge pursuant to this Agreement until the User complies with this provision.
- c. The Owner may revoke this Agreement if the User fails to factually report the discharge constituents and characteristics; fails to report significant changes in discharge constituents and characteristics; refuses reasonable access to its premises for the purposed of inspection and monitoring; or violates conditions of the Agreement, the applicable municipal ordinances, or applicable State and Federal regulations.
- d. The user will pay all outstanding penalties and fines before the agreement begins.
- e. Any penalties and fines incurred during the tenure of the agreement will be added to the utility bill. If utility bills are not paid, the Owner may discontinue service to the User.

L. NOTIFICATION OF VIOLATION

In the event of a violation of this Agreement, the Owner shall notify the User through a letter separate from the monthly bill. The User shall have 20 days to appeal the violation. Said appeal must be addressed to the City Public Works Director in writing.

This agreement is entered into and agreed upon by the City of Cresco and Cresco Food Technologies LLC, Inc. on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CRESCO FOOD TECHNOLOGIES LLC

By \_\_\_\_\_

CITY OF CRESCO, IOWA

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

**ORDINANCE NO. \_\_\_\_\_**  
**NUISANCE ABATEMENT PROCEDURE**

**AN ORDINANCE AMENDING CHAPTER 50, NUISANCE ABATEMENT  
PROCEDURE OF THE CODE OF ORDINANCES, CITY OF CRESCO, BY  
AMENDING SECTION 50.02**

**BE IT ENACTED BY THE COUNCIL OF THE CITY OF CRESCO AS  
FOLLOWS:**

**CHAPTER 50, NUISANCE ABATEMENT PROCEDURE, OF THE CODE OF  
ORDINANCES OF THE CITY OF CRESCO, IOWA, IS HEREBY AMENDED BY  
AMENDING SECTION 50.02 AS FOLLOWS:**

The existing section 50.02 is hereby repealed and the following adopted in lieu thereof:

**SECTION 50.02 NUISANCES ENUMERATED.** The following subsections include, but do not limit, the conditions which are deemed to be nuisances in the City:

1. Offensive Smells. Erecting, continuing or using any building or other place for the exercise of any individual practice, trade, employment or manufacture, which, by occasioning noxious exhalations, unreasonably offensive smells or other annoyances, becomes injurious or dangerous to the health, comfort or property of individuals or the public.
2. Filth or Noisome Substance. Causing or suffering any offal, filth or noisome substance to be collected or to remain in any place to the prejudice of others.
3. Impeding Passage of Navigable River. Obstructing or impeding without legal authority the passage of any navigable river, harbor or collection of water.
4. Water Pollution. Corrupting or rendering unwholesome or impure the water of any river, stream or pond, or unlawfully diverting the same from its natural course or state, to the injury or prejudice of others.
5. Stagnant Water. Artificially creating, maintaining, causing or allowing to exist any stagnant water standing on any property, including any container or material kept in such a condition that water can accumulate and stagnate therein.
6. Blocking Public and Private Ways. Obstructing or encumbering, by fences, building or otherwise, the public roads, private ways, streets, alleys, commons, landing places or burying grounds.

7. Billboards. Billboards, signboards and advertising signs, whether erected and constructed on public or private property, which so obstruct and impair the view of any portion or part of a public street, avenue, highway, boulevard or alley or of a railroad or street railway track as to render dangerous the use thereof. (See also Section 62.06).
8. Storing Flammable Junk. Depositing or storing of flammable junk, such as old rags, rope, cordage, rubber, bones and paper, by dealers in such articles within the fire limits of the City, unless in a building of fireproof construction. (See also Chapter 51).
9. Outdoor Storage. Storage of the following items in outdoor areas or in partially enclosed sheds, lean-tos or other structures not entirely enclosed by structural walls, roof and properly functioning doors: building materials not part of an active building project; auto parts; miscellaneous steel, plastic, rubber or metal parts or junk; tires; packing boxes; wooden pallets; tree limbs; brush piles; discarded lumber, not including neatly stacked and cut firewood; broken or unused furniture and appliances; any upholstered or finished furniture intended for indoor usage such as couches, beds, mattresses, desks, chairs, shelving or wooden tables; other broken or unused furnishings or equipment including carpeting, appliances and other typical items intended for indoor usage; plastic tarps; trash bags containing leaves, debris, garbage or other items; trash and garbage not properly contained within a trash disposal container; or any other discarded or miscellaneous item or items not normally required in the day to day use of the exterior area of the property, when stored continuously in excess of 7 days on any portion of any property outside of a totally enclosed structure located on the property.
10. Attractive Nuisances. Any attractive nuisance dangerous to children in the form of abandoned vehicles, abandoned or broken equipment, including abandoned refrigerators, hazardous pools, ponds, excavations, materials, including building material, debris or neglected machinery.
11. Air Pollution. Emission of dense smoke, noxious fumes or fly ash.
12. Weeds or Brush. Dense growth of all weeds, vines, brush or other vegetation in the City so as to constitute a health, safety or fire hazard. (See also Chapter 52).
13. Diseased Trees. Trees infected with Dutch Elm disease, Emerald Ash Borer or other infectious disease or pest as identified by the city arborist or street department supervisor; or any dead, diseased or damaged trees or plant material which may harbor serious insect or disease pest or disease injurious to other trees or plant material, or any healthy tree in such a state

of deterioration that any part of such tree is likely to fall and damage property or cause injury to persons.

14. Airport Air Space. Any object or structure hereafter erected within one thousand (1,000) feet of the limits of any municipal or regularly established airport or landing place, which may endanger or obstruct aerial navigation including take-off and landing, unless such object or structure constitutes a proper use or enjoyment of the land on which the same is located. (See also Chapter 175).
15. Houses of Ill Fame. Houses of ill fame, kept for the purpose of prostitution or lewdness; gambling houses; places resorted to by persons participating in criminal activity prohibited by the Code of Iowa or any federal regulation or law or places resorted to by persons using controlled substances, as defined by the Code of Iowa or any federal regulation or law, in violation of law, or houses where drunkenness, quarreling, fighting or breaches of the peace are carried on or permitted to the disturbance of others.
16. Unoccupied Buildings. Any building or portion of a building which is unsecured or abandoned and a nuisance.
17. Structural Maintenance. All structures, both commercial and residential, including detached accessory structures, shall be free of significant structural defects. The term "free from significant structural defects" means:
  - a. The roof and roofing material are of such a nature and condition that they do not permit water, snow or ice to penetrate into the structure. Roofing materials shall be in good condition and made up of consistent materials and consistent coloration throughout the roof area. All chimneys, smoke stacks or similar appurtenances shall be maintained structurally safe and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.
  - b. Drainage gutters and downspouts are securely attached to the structure and are in proper functioning order.
  - c. All exterior trim and exterior exposed surfaces, including siding materials, must be sound, in good condition and securely attached to the structure.
  - d. Exterior walls must be free of holes and made of a consistent material, such that patches or repairs consisting of dissimilar material or colors compared to the prevailing surface material of the exterior walls are not present.
  - e. The foundation of the structure is sound, capable of supporting the structure and not deteriorated to the point that failure is judged to be

inevitable, but not necessarily imminent. The foundation shall be plumb and free from cracks, breaks and holes so as to prevent the entry of animals.

f. Windows and doors, including outer screen or storm windows and doors, must be intact, containing no holes, squarely hung with properly operating latches or locks so as to be securely closed, and where the windows have intact glass or normal window material that allows the entry of light with no holes in said window surface areas. No windows, doors or building exteriors shall be covered with, but not limited to, aluminum foil, cardboard, plywood or plastic, except during construction or pending repairs not exceeding thirty (30) days.

g. All points of ingress/egress of the structure must be of a secure and safe design shall be maintained in an intact manner, with no loose boards or surface materials.

h. Exterior wall surfaces are properly painted and/or maintained with appropriate exterior wall materials, including wood, vinyl, steel or metal siding materials, stucco or exterior insulation finish system materials, brick or similar masonry materials, that are in all cases intact, not in a condition of deterioration, are of uniform coloration and are not patched with dissimilar material. Plastic wrap or building wrap material shall not be considered to be an acceptable siding material. No flaking or chipped paint or outer loose material which dominates or detracts from the exterior appearance of the structure. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces.

i. All fencing, including gates, shall be maintained in good condition and free from damage, breaks, holes or missing structural members. All fencing shall be made of consistent materials and coloration.

j. Detached accessory structures, including garages and storage sheds, must conform to the standards outlined above. In addition, all doors and windows must be of a functional design and materials and in proper working order. No plastic or building wrap material or tarps shall be used to substitute for doorways or windows.

18. Fences. Any wall, fence or hedge in such condition as to constitute a hazard to persons or property or which obstructs or impedes the free passage through or on adjacent streets, alleys or sidewalks.

19. Discarded Material. Any discarded or unused material on real property that is not consistent with the condition and visual appearance of surrounding adjacent real properties. Types of unacceptable material include those items enumerated in other subsections of this chapter and also include household fixtures, cans, containers, appliances, dirt and gravel piles, rock piles, eroded soil areas, pits, holes and excavations.
20. Vermin. Creating, maintaining, causing or allowing to exist conditions which are conducive to the harborage or breeding of vermin; or allowing to exist infestations of vermin, such as rats, mice, skunks, snakes, starlings, pigeons, wasps, cockroaches or flies.
21. Construction Projects. Construction projects that are on-going for more than six months (except those with a valid building permit time extension due to extenuating circumstances as determined by the Public Works Director). Scattered building or repair materials shall not be permitted.

All other provisions of Chapter 50, being Sections 50.01 to and including 50.07 shall remain the same, unchanged and in full force and effect. The foregoing amended section 50.02 shall be in full force and effect from and after the date of passage and publication of this ordinance as provided by law.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF CRESCO

\_\_\_\_\_  
MARK BOHLE, MAYOR

ATTEST:

\_\_\_\_\_  
MICHELLE GIROLAMO, CITY ADMINISTRATOR

**ADOPTION OF ORDINANCE NO. \_\_\_\_\_**

Council member \_\_\_\_\_ read and moved the adoption of the foregoing ordinance and council member \_\_\_\_\_ seconded said motion. Thereupon the Mayor called for a roll call vote and the following council members voted in favor of the adoption of the foregoing ordinance: \_\_\_\_\_ . The following council members voted against the adoption of the foregoing ordinance: \_\_\_\_\_ .

The Mayor thereupon declared the ordinance duly passed and adopted by affirmative vote by the council members and ordinance number \_\_\_\_\_ is approved and adopted.

CITY OF CRESCO

\_\_\_\_\_  
MARK BOHLE, MAYOR

ATTEST:

\_\_\_\_\_  
MICHELLE GIROLAMO, CITY CLERK