

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO ENTER INTO AN AGREEMENT WITH IOWA DEPARTMENT OF
TRANSPORTATION FOR THE AIRPORT TO REHABILITATE A HANGAR AND
CONSTRUCT A PILOT LOUNGE

WHEREAS, the City of Cresco was awarded a grant of 85% of eligible project costs, not to exceed \$15,919, for the Cresco Municipal Airport to rehabilitate a hangar and construct a pilot lounge; and

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

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

Ayes: _____

Nays: _____

Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the agreement dated August 11, 2015, between the City of Cresco and IOWA DEPARTMENT OF TRANSPORTATION is approved and that the Mayor and City Clerk are authorized to execute the agreement on behalf of the City of Cresco.

PASSED AND APPROVED THIS _____ DAY OF _____, 2015.

BY: _____
Mayor Mark Bohle

ATTEST: _____
City Clerk Michelle Girolamo

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT
FOR THE FISCAL YEAR 2016
GENERAL AVIATION VERTICAL INFRASTRUCTURE PROGRAM (GAVI)**

THIS AGREEMENT is made between the Iowa Department of Transportation called the “Iowa DOT” and **City of Cresco**, hereafter the “SPONSOR”.

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

Improvements shall consist of:

Rehabilitate hangar and construct pilot lounge, as more clearly defined in the project application.

It shall be referred to as the “Project” and shall be identified by

Project number: **9I160CJJ300**

Contract number: **17473**

2.0 GENERAL PROVISIONS

- 2.01 The SPONSOR shall have the project under contract no later than 12 months after the date of the agreement or the Iowa DOT reserves the right to revoke this grant.
- 2.02 The Iowa DOT agrees to reimburse the SPONSOR **85%** of the eligible project costs, not to exceed the maximum amount payable of **\$15,919** incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding. Final reimbursement will be made up to the contract amount in whole dollars.
- 2.03 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180. (<http://www.legis.state.ia.us/Rules/Current/iac/761iac/t180/t180.pdf>)
- Competitive bid procedures for all projects greater than \$130,000.
 - Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between \$72,000 and \$130,000
 - Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between \$50,000 and \$130,000,
 - Informal local procedures for projects less than the thresholds identified for competitive quotations.

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

- The SPONSOR shall submit any plans, specifications and other contract documents to the Iowa DOT for its files.
- 2.02 Should the SPONSOR fail to comply with any Condition or Assurance provided herein, the Iowa DOT may withhold further payment and may require reimbursement of any or all payments made by the Iowa DOT toward accomplishment of the Project.
- 2.03 The Iowa DOT shall not waive any right of authority by making payments pursuant to this agreement, and such payments shall not constitute approval or acceptance of any part of the Project.
- 2.06 Neither the Department nor the Sponsor intend to create rights in, and shall not be liable to, any third parties by reason of this agreement.
- 2.07 If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to applicable law and the intent of this agreement.
- 2.08 The Iowa DOT shall determine what costs charged to the project account are eligible for participation under the terms of this agreement and the SPONSOR shall bear all additional costs accepted and paid. Only those eligible costs incurred after this agreement is executed shall be reimbursed, unless the SPONSOR receives written notice from the Iowa DOT that the Sponsor has authority to incur costs.
- 2.09 Notwithstanding any other provisions of this agreement, the Iowa DOT shall have the right to enforce, and may require the SPONSOR to comply with, any and all Conditions and Assurances agreed to herein.
- 2.10 The Iowa DOT's obligations hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of such termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.
- 2.11 The SPONSOR is the contracting agent and, as such, retains sole responsibility for compliance with local, state and federal laws and regulations related to accomplishment of the Project. The sponsor shall ensure compliance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 – to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Iowa DOT.

In accordance with Iowa Code Chapter 216, the SPONSOR shall not discriminate against

any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

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

3.00 PROJECT CONDITIONS

3.01 The SPONSOR Agrees to:

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

- form and provide a copy to the Iowa DOT.
- (i) Retain all records relating to project cost, including supporting documents, for a period of three (3) years following final payment by the Iowa DOT, and to make such records and documents available to Iowa DOT personnel for audit.
 - (j) Ensure that applicable General Provisions and Project Conditions are included in any agreement between the SPONSOR and Engineer/Consultant.

4.00 SPECIAL PROVISIONS

- 4.01 The Project is for the sole purpose and use of aviation related activities and must be owned by the SPONSOR. The SPONSOR shall not lease airport space constructed with this grant to activities unrelated to aviation.

5.00 SPONSOR ASSURANCES

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

- 5.01 It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances made herein, unless by such transaction the obligation to perform all such covenants are assumed by another public agency found by the Iowa DOT to be eligible under the laws of the State of Iowa to assume such obligations and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for the management or operation of the Airport by any agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these assurances.
- 5.02 It will not dispose of or encumber its title or other interests in the site and facilities during the 20-year period of this agreement.
- 5.03 It will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport and will not permit any activity thereon which would interfere with its use for airport purposes.
- 5.04 Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace and by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility that would interfere materially with the use, operation, or future development of the Airport, or any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires.
- 5.05 It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the Iowa DOT for the maintenance and operation of such facilities as identified in the Iowa Administrative Code 761-Chapter 720.10.

5.06 It will operate the Airport as such for the use and benefits of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the SPONSOR specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without unlawful discrimination between such types, kinds, and classes. The SPONSOR may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the airport. The SPONSOR may also prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public. It will operate the Airport on fair and reasonable terms, and without unjust discrimination.

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

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

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

By: _____ Attested: _____

Title: _____ Title: _____

Signed this 11th day of August, 2015, on behalf of the Iowa Department of Transportation.

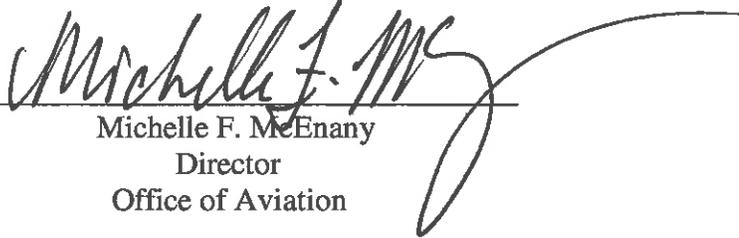
By: 
Michelle F. McEnany
Director
Office of Aviation

Exhibit A

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)

May 2012

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(5), which is 51% or more owned, operated and actively managed by one or more women, minority persons or persons with a disability. Generally this is a for-profit small business enterprise under single management, is located in Iowa and has an annual gross income of less than 3 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7 and 541 Iowa Administrative Code Chapter 4. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Department of Inspections and Appeals
Targeted Small Business
Lucas Building
Des Moines, IA 50319
Phone: 515-281-7102
Website: <http://dia.iowa.gov/page7.html>

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufactures and subcontractors through a continuous, positive, result-oriented program. Therefore the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufactures and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTOR SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing the program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Department of Inspections and Appeals (515-281-7102)

TSB Affirmative Action Responsibilities

to identify potential material suppliers, manufactures and contractors.

- B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
- C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are to be submitted. Maintain complete records of negotiation efforts.
- D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.
- E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

A. The bidder may count:

- (1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
- (2) Work to be subcontracted to a TSB; or
- (3) Any other commercially useful function.

B. The contractor may count:

- (1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- (2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- (3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- (4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from the prime contractor would not count.

7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded

TSB Affirmative Action Responsibilities

the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

- (1) Name(s) of the TSB(s) contacted regarding subcontractable items.
- (2) Date of the contract.
- (3) Whether or not a TSB bid/quotation was received.
- (4) Whether or not the TSB's bid/quotation was used.
- (5) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes from TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre-bid Contact Information form.

C. Contractors NOT Using Quotes from TSBs

If there are no TSBs listed on the Pre-bid Contract Information form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- (1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- (2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- (3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- (4) Were initial solicitations of interested TSBs followed up?
- (5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
- (6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- (7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- (8) Were services used of minority community organization, minority contractors groups; local, State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Department of Inspections and Appeals.

8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C. of this document prior to the contract award.

**UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)**

In accordance with Iowa Code Section 19B.7 and 541 Iowa Administrative Code (IAC) Chapter 4, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Department of Inspections and Appeals (515-281-7102) or from its website at: <http://dia.iowa.gov/page7.html>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Department of Inspections and Appeals? YES NO

If no, explain _____

2. Were qualified TSB firms notified of project? YES NO

If yes, by letter, telephone, personal contact, or other (specify) _____

If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? YES NO

If no, explain _____

4. Was a goal or percentage established for TSB participation? YES NO

If yes, what was the goal or percentage? _____

If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? YES NO

If no, what action was taken by Recipient? _____

Is documentation in files? YES NO

6. What was the dollar amount reimbursed to the Recipient
from the Iowa Department of Transportation?

\$ _____

What was the final project cost?

\$ _____

What was the dollar amount performed by TSB firms?

\$ _____

Name(s) and address(es) of the TSB firm(s) _____

(Use additional sheets if necessary)

Was the goal or percentage achieved? YES NO

If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

Title

Signature

RESOLUTION NO. _____

RESOLUTION NAMING DEPOSITORIES

WHEREAS, the City of Cresco deposits funds in accordance with all applicable provisions of Iowa Code Chapter 12C as amended, and

WHEREAS, the City of Cresco uses the current depository resolution and additional written guidelines for investing its public funds, and

WHEREAS, the following financial institutions are in compliance with the above provisions of the Iowa Code.

NOW THEREFORE BE IT RESOLVED by the City of Cresco Council that the following financial institutions are hereby authorized to accept deposits of the City of Cresco in amounts not to exceed the maximum approved for each respective financial institution as set out below.

<u>Depository Name</u>	<u>Maximum Balance</u>
Cresco Bank & Trust Cresco, Iowa	\$15,000,000
C Us Bank Cresco, Iowa	\$25,000

PASSED AND ADOPTED THIS 9TH DAY OF AUGUST, 2015.

Mayor Mark Bohle

Attest: _____
City Clerk Michelle Girolamo

Michelle Girolamo

From: Lee Grassley <lgrassley@mediacomcc.com>
Sent: Wednesday, August 26, 2015 8:39 AM
To: Michelle Girolamo
Cc: Phyllis Peters
Subject: RE: Channel 7 NBC
Attachments: Rochester MN plus Iowa map.pdf

Thank you for the e-mail expressing your thoughts regarding the dropping of channel 7. There are several forces at work here that forced this change. First, several years ago local broadcasters began charging for programming that previously had been free to our customers because we could capture the signal over the air. With advances in technology there are sometimes unintended consequences. One of these was the fact the local broadcaster signal was now transmitted via fiber optics to our facility for distribution to our customers. The broadcasters realized that if they didn't give use access to their signal there was no other way for us to get the programming for our customers. So they began charging for their signal. Overtime the rates of increase have been out of sight. Typically the increases have been as much as 200%. While trying to keep prices under control they have us in a bad place. Between the local broadcasters and the proliferation of sports programming our rates and customers have suffered.

The second and most important issues is the right of exclusivity. The FCC determines the market area for each broadcaster. I have attached a map showing the Rochester market area which includes Cresco and numerous other communities. Because KWWL is an out of market broadcaster they are the one that will be removed.

I really understand you and your community's frustration but until we get help from the government on retransmission consent reform and the FCC regarding programmers bundling channels so people could pick the channels they want to see instead of having to get many channels they don't care to watch this trend will continue.

If you have any more questions please let me know.

Sorry for the problems.

Lee Grassley
Senior Manager
Government Relations
6300 Council St. NE
Cedar Rapids, IA 52402
319-395-9699 ext.3461

From: Michelle Girolamo [<mailto:cityhall3@iowatelecom.net>]
Sent: Tuesday, August 25, 2015 2:27 PM
To: Lee Grassley
Subject: Channel 7 NBC

Dear Lee,

I writing in response to the attached letter that the residents of the City of Cresco have received. There are many upset customers in losing Ch. 7 KWWL as an NBC station. The letter states that the only NBC station will be ch. 10 out of Rochester, Minnesota. The City of Cresco is about 70 miles from both Waterloo and from Rochester so about half of the town does watch Rochester news but about half prefer KWWL.

The problem with Rochester is that their newscasts are very much centered around news involving Rochester and surrounding Minnesota towns. Very seldom do they cover much in Iowa. All their sports updates are all Minnesota scores and highlights.

I called a Mediacom Customer Representative and she just said that due to Local Channel Negotiations duplicate channels will be dropped so in this case the NBC channel of KWWL. She said this was necessary to keep prices the same.

I guess I am asking whether you did any kind of survey for the residents to see which NBC station they would prefer if one absolutely needed to be dropped or if they would rather pay a little extra each month to have both stations.

I have had many calls and visits from concerned residents about the rising costs of Mediacom cable and a reduction in the number of channels. Many are begging me to find a different cable company to serve the City of Cresco. I guess I am reaching out to you to see if there is anything that can be done about this dilemma before September 22nd. Please let me know if there are any other options for the Cresco residents.

Thanks,

Michelle Girolamo
City Clerk
City of Cresco (pop 3868)
(563)547-3101
Cityhall3@iowatelecom.net



IMPORTANT INFORMATION ABOUT YOUR CABLE SERVICE

Dear Valued Customer,

On or around September 22nd, 2015, Mediacom will be making changes to your Boundary Free TV Cable Service channel lineup. Channel 7 KWWL NBC will be removed from your channel lineup. For your convenience, you can find the channel change outlined below.

Channel Line-up Changes Effective on or around September 22nd

Station Name	Channel Number	Action
KWWL NBC	7	Remove

KWWL is the FCC licensed NBC affiliate for the Waterloo-Cedar Rapids-Dubuque-Iowa City, Iowa DMA. Your community lies outside the Waterloo-Cedar Rapids-Dubuque-Iowa City, Iowa Market Area; as such we will no longer carry KWWL NBC in your community.

We understand that you may prefer the local news, weather, and other local programming that KWWL may provide, but all of the same network programming from NBC will still be available on your in market NBC affiliate channel, KTTC. KTTC NBC can be found on Mediacom Channel 10.

All of us at Mediacom appreciate your business and look forward to providing you with exciting new services in the future. If you have any questions, feel free to contact your local office or our Customer Care Representatives at 866-609-6180.

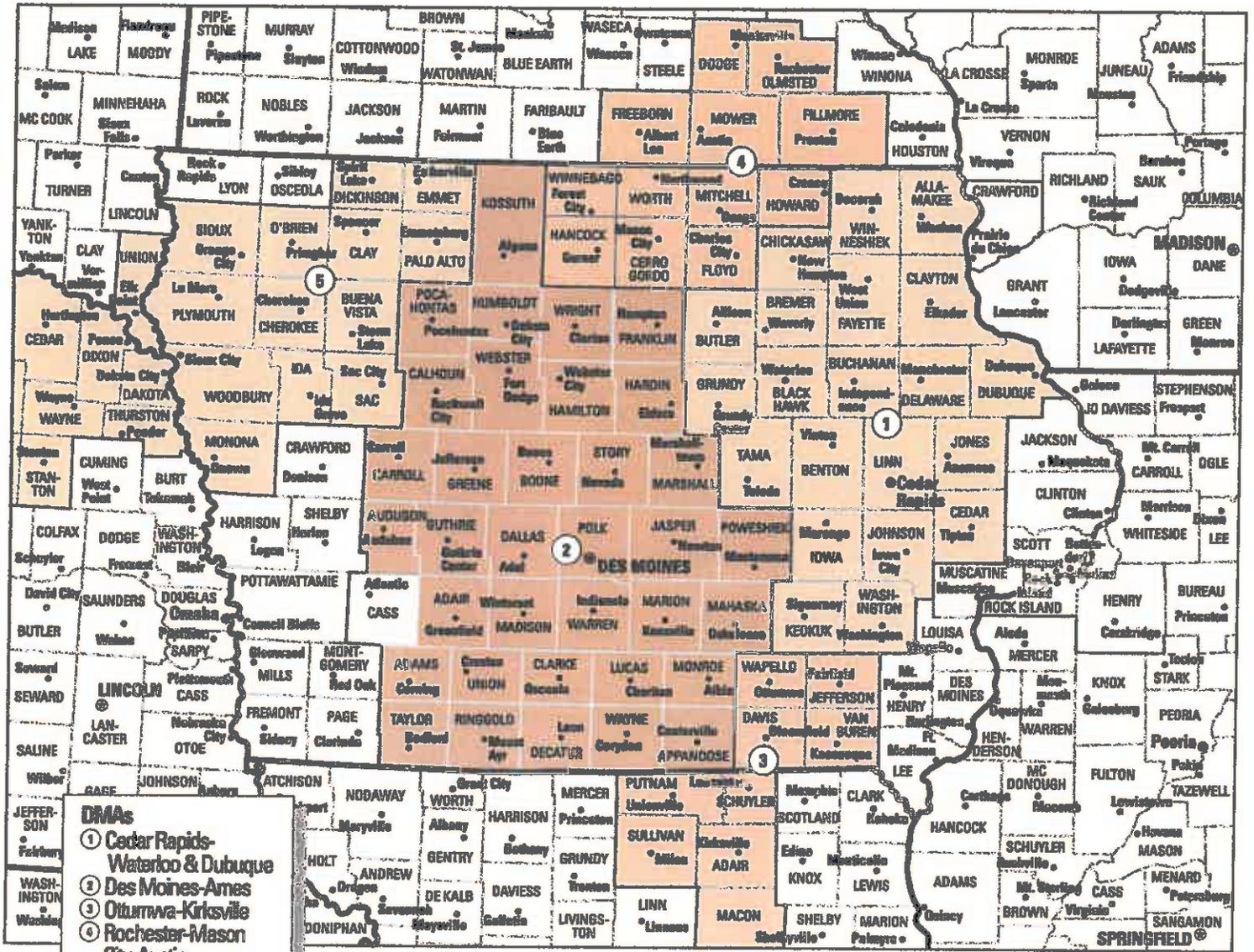
Sincerely,

William Jensen

William Jensen
Group Vice President

↓
unable to
get a person
8-25-15

IOWA



Aug 19th 2015

September 9th Agenda

OWB's Outdoor Woodburner/Boiler Ordinance

Mayor and Council,

With fall fast approaching we'd better get something done in regards to OWB's. We have a handful of OWB's in town right now and up until last winter/spring I personally have not heard any complaints. Joe Braun came up with a rough draft of an ordinance for me. Looking at Joe Braun's draft and studying some ordinances on line, mostly from neighboring Wisconsin, I have made some changes to the draft.

You will be reviewing two options:

Option 1 will allow OWB's already installed to operate under the provisions set in the ordinance. Those already in existence would be grandfathered in under C. for the 200' rule. Option 1 will also allow new installations that follow the provisions set forth in the new ordinance. They would not be grandfathered in on the 200' rule.

Option 2 will allow OWB's already installed to operate under the provisions set in the ordinance. Option 2 would not allow new installations.

Under E. in both options it asks for owners of an OWB to obtain a permit from the PWD. Do we want to do this? If so, do we charge a fee? I guess it would be nice to know where they are at. On the permit it could be stressed that only neatly stacked clean seasoned wood can be used. They would also be signing a document explaining the rules, which would be good.

Please review these options and be prepared to make a decision so we can move forward.

Thanks,

Rod

Option 1

CITY OF CRESCO, IA

**PROPOSED DRAFT OF (OWB's) OUTDOOR WOODBURNER/BOILERS
ORDINANCE**

Section _____: OWB's - Outdoor Woodburners/Boilers.

1. An OWB may be installed and used in the City of Cresco only in accordance with the following provisions:
2. Exclusions: This ordinance is not meant to deter the use of legally operated fire pits for recreational use (see 105.05 City Code) barbeques, fryers, or grills.
 - A. Only neatly stacked clean seasoned firewood can be used in an OWB. It is unlawful to use lighter fluid, gasoline, diesel fuel, or other petroleum products to start the fire.
 - B. An OWB shall not be used to burn any of the following materials: rubbish or garbage, including food waste, food wrappers, packaging, animal carcasses, paint or painted materials, furniture, shingles, construction or demolition debris or other household or business waste; oil or oil waste; asphalt or products containing asphalt; treated or painted wood including but not limited to plywood, composite wood products, or other wood products that are painted, varnished, or treated with preservatives; any plastic material including but not limited to nylon, PVC, foam, synthetic fabric, plastic film or plastic containers; rubber, including tires or any synthetic rubber like products; newspaper, corrugated cardboard, container board, office paper, or other paper products; leaves, brush, or other vegetative debris.
 - C. The OWB shall be located at least 200' (two hundred feet) from the nearest building which is not on the same property as the OWB. Existing installations before September 1st 2015 shall be grandfathered in regarding this 200' (two hundred feet) rule.
 - D. The OWB shall have a chimney that extends at least 15' (fifteen feet) above the ground surface. If there are any residences within 200' (two hundred feet) of the OWB which is not on the same property as the OWB, the chimney shall also extend at least as high above the ground surface as the height of all of the roofs of all such residences.
 - E. The owner of the OWB shall obtain an annual permit from the public works director.

Option 2

CITY OF CRESCO, IA

**PROPOSED DRAFT OF (OWB's) OUTDOOR WOODBURNER/BOILERS
ORDINANCE**

Section _____ : OWB's - Outdoor Woodburners/Boilers.

1. An OWB installed before September 1st 2015 may be used in the City of Cresco only in accordance with the following provisions: No OWB installations are allowed within the City limits of Cresco after September 1st 2015
2. Exclusions: This ordinance is not meant to deter the use of legally operated fire pits for recreational use (see 105.05 City Code) barbeques, fryers, or grills.
 - A. Only neatly stacked clean seasoned firewood can be used in an OWB. It is unlawful to use lighter fluid, gasoline, diesel fuel, or other petroleum products to start the fire.
 - B. An OWB shall not be used to burn any of the following materials: rubbish or garbage, including food waste, food wrappers, packaging, animal carcasses, paint or painted materials, furniture, shingles, construction or demolition debris or other household or business waste; oil or oil waste; asphalt or products containing asphalt; treated or painted wood including but not limited to plywood, composite wood products, or other wood products that are painted, varnished, or treated with preservatives; any plastic material including but not limited to nylon, PVC, foam, synthetic fabric, plastic film or plastic containers; rubber, including tires or any synthetic rubber like products; newspaper, corrugated cardboard, container board, office paper, or other paper products; leaves, brush, or other vegetative debris.
 - C. No new OWB installations after September 1st 2015
 - D. The OWB shall have a chimney that extends at least 15' (fifteen feet) above the ground surface. If there are any residences within 200' (two hundred feet) of the OWB which is not on the same property as the OWB, the chimney shall also extend at least as high above the ground surface as the height of all of the roofs of all such residences.
 - E. The owner of the OWB shall obtain an annual permit from the public works director.