NOTICE AND CALL OF PUBLIC MEETING

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA
DATE OF MEETING: NOVEMBER 19, 2012
TIME AND PLACE OF MEETING: 7:00 P.M. AT CRESCO CITY HALL
PUBLIC NOTICE IS HEREBY GIVEN THAT THE ABOVE MENTIONED GOVERNMENTAL BODY WILL MEET AT THE DATE, TIME AND PLACE SET OUT ABOVE. THE TENTATIVE AGENDA FOR SAID MEETING IS AS FOLLOWS:
ROLL CALL: CARMAN, BOUSKA, McGEE, McCARVILLE, LOVELESS

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

1. Approval of the Agenda
2. Approval of the Claims
3. Approval of Minutes from November 5, 2012

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. Bill Angerman of WHKS to Present Engineer's Report for the East Industrial Park Study
2. Bill Angerman of WHKS to Present Report on the Water Storage Study
3. Update on Action Plan for Sewer Plant
4. Jeff Wilson to Present City of Cresco with Plaque for Tree
5. Cresco Postmaster Request for Sewer Credit for Water not Entering Sanitary Sewer System
6. Third Reading of Ordinance #441 Amending Chapter 106.10 Pertaining to Fees for Recyclable and Non-Recyclable Waste
7. Approval of Ordinance #441 Amending Chapter 106.10 Pertaining to Fees for Recyclable and Non-Recyclable Waste
8. Third Reading of Ordinance #442 Adopting an Amended Official Zoning Map
9. Approval of Ordinance #442 Adopting an Amended Official Zoning Map
10. Resolution Authorizing Mayor and City Clerk to enter into an Agreement for Extension of Lease with Northland Agency Aging, Inc.
11. Resolution Accepting the Annual Urban Renewal Report for Fiscal Year 2011-2012 and Directing the Clerk to File the Report with the State of Iowa Department of Management
12. Motion to Allow a Temporary Landing Spot for the Helicopter for Regional Health Services
13. Resolution Pledging Local Match and Support of the Airport State Funding Application for Tree Trimming and Authorizing the Mayor and City Clerk to Sign Agreement
14. Motion to Accept Quote from Wilson Custom Tree Service to Trim Trees for Airport Fly Zone Requirements
15. Discussion on Timetable for Loan Refinancing and Discussion of Projects to be Included in Bond

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 NOVEMBER 16, 2012.

RESOLUTION NUMBER 111209 .

RESOLUTION PLEDGING LOCAL MATCH AND SUPPORT OF THE AIRPORT STATE FUNDING APPLICATION FOR TREE TRIMMING AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN AGREEMENT

WHEREAS, the City Council of the City of Cresco, Iowa acknowledges the need to comply with fly zone regulations north of the runway at the Cresco Municipal Airport; and

WHEREAS, the FAA has determined that several trees need to be trimmed because they penetrate the 20:1 approach surface; and

WHEREAS, the City Council has allocated up to 30% ($1,286) of the total project cost of ($4,285) for tree trimming north of the airport runway; and

WHEREAS, the City Council supports the City Clerk in applying for State Funding for 70% ($2,999) of the Tree Trimming Project through the Immediate Safety Enhancement (ISE) Program.

BE IT RESOLVED, by the City Council of the City of Cresco, Iowa, that the Council supports the Airport State Funding Application and the City of Cresco pledges the 30% local match for the Tree Trimming Project; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to sign the Iowa Department of Transportation Agreement for Immediate Safety Enhancement (ISE) Program.

PASSED AND APPROVED THIS 19TH DAY OF NOVEMBER, 2012.

_____
Mayor Mark Bohle

ATTEST:_____
City Clerk Michelle Girolamo

Iowa Department of Transportation
Office of Aviation
800 Lincoln Way, Ames, Iowa 50010

Phone: 515-239-1468
Fax: 515-233-7983
michael.marr@dot.iowa.gov
www.iowadot.gov/aviation

November 14, 2012

Cresco Municipal Airport
Ms. Michelle Girolamo
130 North Park Place
Cresco, Iowa 52136

Dear Ms. Girolamo:

Congratulations! Your airport has been selected to receive a FY 2013 Immediate Safety Enhancement grant. The Office of Aviation approved funding for 70% of your project up to a maximum state share of $2,999. The approved project is:

Runway 15 approach tree removal and trimming.

Enclosed you will find two copies of an agreement between the airport sponsor and the Iowa Department of Transportation (Iowa DOT). Please review the agreement, have the authorized sponsor sign both copies, and return one copy to my office. The other copy is for your file. **Only expenses incurred on or after the signature dates on the agreement can be reimbursed**.

When making reimbursement claims please fill out the enclosed form and submit it with copies of invoices, paid receipts, checks or other documentation that the bills have been paid.

If you have any questions regarding this information, please feel free to call me at 515-239-1468. Good luck with your airport project!

Sincerely,

Mike Marr
Airport Inspector

Enclosures
cc: Michelle McEnany, Office of Aviation

IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR
IMMEDIATE SAFETY ENHANCEMENT (ISE) PROGRAM

PROJECT NUMBER: 9I130CJJ140
CONTRACT NUMBER: 14649

This is an agreement between the City of Cresco (hereinafter referred to as SPONSOR) and the Iowa Department of Transportation (hereinafter referred to as the Iowa DOT) for the purpose of funding Immediate Safety Enhancements at the Cresco Municipal Airport. Pursuant to the terms of this agreement, applicable statutes, administrative rules, and program guidelines, the Iowa DOT agrees to provide authorized funding to the SPONSOR for the following project:

Runway 15 approach tree removal and trimming.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The SPONSOR shall be the lead local agency for carrying out the provisions of this agreement, will follow all applicable statutes and administrative rules, and is responsible to complete the project as specified.

2. The Iowa DOT agrees to reimburse the Sponsor up to 70% of eligible project costs, not to exceed the maximum amount of $2,999 incurred according to the terms of this agreement. Reimbursements will be made in whole dollar amounts only, rounded down.

3. The Iowa DOT shall determine what costs are eligible for reimbursement. Only costs incurred after authorization from the Iowa DOT are eligible. All other costs, including costs above the maximum amount in this agreement, are the responsibility of the Sponsor.

4. The SPONSOR shall complete and submit the Claim for Reimbursement form to the Iowa DOT, along with copies of the invoices and proof of payment, within six months after this agreement has been signed by the SPONSOR and the Iowa DOT.

5. All notices required under this agreement shall be made in writing to the Iowa DOT and the SPONSOR's contact person. The Iowa DOT's contact shall be the Office of Aviation (515/239-1468). The SPONSOR's contact person shall be Michelle Girolamo.

6. This agreement is not assignable without the prior written consent of the Iowa DOT.

7. It is the intent of both parties that no third party beneficiaries be created by this agreement.

8. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.

9. The SPONSOR shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by the Iowa Code Chapter 216. No person shall, on the grounds of age, race, creed, sex, color, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination

under any program or activity for which the SPONSOR receives state funds from the Iowa DOT.

10. The Iowa DOT's obligation 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 any termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding for this program. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.

11. This agreement constitutes the entire agreement between the Iowa DOT and the SPONSOR concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the Iowa DOT and the SPONSOR.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

SPONSOR:	ATTEST: (for SPONSOR)
Signed_____	By_____
Title_____	Title_____
Date_____	Date_____

IOWA DEPARTMENT OF TRANSPORTATION

By Kay Thede for Michelle McEnany Date 11-14-12
Michelle F. McEnany
Director, Office of Aviation