

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

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA

DATE OF MEETING: NOVEMBER 21, 2011

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: BLAKE, BOUSKA, MOORE, 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 7, 2011
4. Pay Request #3 to Magney Construction Inc. for WWTP Biosolids Handling and Storage Improvements Project for \$80,360.02
5. Change Order #1 for WWTP Biosolids Handling and Storage Improvements Project for \$2,295.31

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

1. Public Works
2. Police
3. Administration
  - a. Financial Statements

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

1. Public Hearing of Proposed Ordinance 438 Amending Chapter 90, Water Service System, of the Code of Ordinances of the City of Cresco, Iowa, 1998, Regarding Connection Regulations and Fees for Connections Outside the City Limits
2. Second Reading of Proposed Ordinance 438 Amending Chapter 90 Regarding Connection Regulations and Fees for Connections Outside the City Limits
3. Richard Van Genderen to discuss billing for garbage and recycling
4. Discussion on Alliance Store
5. Recommendation of the Park Board to Reappoint Mike Bina to the Cresco Park Board for a 3 year term ending 12/31/14
6. Recommendation of the Park Board to Appoint Travis Blockhus to the Cresco Park Board for a 3 year term ending 12/31/14

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 18, 2011.

NOTICE OF PUBLIC HEARING

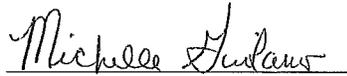
TO WHOM IT MAY CONCERN:

You are hereby notified that the City Council of the City of Cresco, Iowa, will hold a Public Hearing on the 21<sup>st</sup> day of November, 2011, at City Hall. At this meeting the Council proposes to amend Chapter 90, Water Service System, in the City of Cresco Code of Ordinances regarding connection regulations and fees for connections outside the City limits. The proposed ordinance may be viewed at Cresco City Hall during normal office hours.

This hearing will be conducted during the regular Cresco City Council Meeting starting at 7:00pm.

Any resident of Cresco wishing to be heard concerning the reasons for, or objections to, the proposed changes to Chapter 90 of the Code of Ordinances, must appear at said hearing and voice your opinions.

BY ORDER OF THE CITY COUNCIL OF CRESCO, IOWA



Michelle Girolamo  
City Clerk

1. Ordinance 438 - Public Works Committee is recommending implementing a \$5,000 connection fee for anyone wishing to hook up to City water that lives outside the City limits. The committee has been working on the ordinance for several months and discussed it at a meeting they had with nonresidents living along Yankee Avenue. The public hearing and 2<sup>nd</sup> reading will be at this meeting. The 3<sup>rd</sup> reading will be on 12/5/11 at which time it could be approved and published. Effective date would be 12/14/11 which will be the date published.
2. Garbage & Recycling charges - Richard Van Genderen wants to address council to discuss the City's policy on charging garbage and recycling fees to all accounts having water bills. He does not use the services and therefore feels that he should not be billed. I have enclosed portions of our contract with Hawkeye Sanitation in which I highlighted our responsibility for billing. It is our experience that there would be virtually no way to monitor who is putting garbage/recycling out and who is not. We have the policy that if the water is on then you are billed for all city services. We do get complaints from people who want to leave the water on but are not in the house for a period of time. However, there is no way for us to monitor when they are back in the house and using the garbage services again because people would not notify the City whether on purpose or inadvertently forgetting to call us. We need to encourage recycling and the fact that someone does not take advantage of the curbside service and prefers to take it to Spectrum also cannot be monitored. The City has decided that curbside service is the best way to encourage recycling and so it must be billed to all residents eligible to take advantage of the service whether they use it or not.
3. Alliance Building – Should Jody win the bid at auction, he is contemplating putting an overhead door in the back where the hole is from the addition being torn off. He would like to own enough land to be able to put an approach to the building. Joe Braun said it could be written up in the purchase agreement and if it would need to be surveyed that the cost could be paid by the purchaser.
4. Park Board – Park Board will no longer be elected but will be appointed. They advertised for the position and Travis Blockhus was the only to apply. Linda Lienhard does not want to serve another term so the Park Board recommends Travis to replace Linda. Mike Bina's term will be up in December and he would like to serve another term and they would recommend reappointing him.
5. Financial Statements – All departments appear to be on budget for revenue and expenses. I analyzed the general fund departments as well and all appear to be on budget. Fund balances remain high but we are not earning hardly any interest which is frustrating.
6. Deputy Clerk Position – We received 41 applications and the personnel committee and I reviewed them. Hopefully we will have interviews next week with someone hired soon.

I believe that is it for this week.

**CITY OF CRESCO  
CASH & INVESTMENT BY FUND  
AS OF OCTOBER 31, 2011**

	CASH BALANCE	INVESTMENT BALANCE	FUND BALANCE
001	General Fund	15,039.16	881,644.92
002	General Fund-Hotel/Motel	424.98	17,924.98
110	Road Use Tax Fund	613.64	511,913.64
112	Employee Benefits Trust	1,682.02	461,982.02
114	Health Ins Partial Self Fund	-	42,939.26
119	Emergency Fund	1,189.67	12,189.67
122	Local Option Tax Project	315.06	513,015.06
127	Urban Renewal TIF Area	1,345.06	69,345.06
160	CIDC/CityRevol.Loan-bus.	1,388.32	112,888.32
181	Cresco Telecommunic	1,814.16	92,814.16
182	Rehab/Housing	1,332.57	26,832.57
183	Equip.Repair-Fitness Ctr	806.44	81,306.44
184	City Park Trust	890.25	8,890.25
185	Recreation Supply	1,086.45	21,086.45
187	Equipment Replace	645.89	27,895.89
188	Fire Equipment Trust	927.96	150,927.96
189	Library Trust Fund	1,341.52	70,115.48
190	Office/Computer Equip.	1,673.14	53,673.14
191	Street Equipment Trust	1,203.45	110,953.45
197	Retirement Trust	509.56	8,509.56
200	Debt Service Fund	1,503.67	367,503.67
304	Street Project 2007	454.48	76,454.48
306	Sewer Project	1,284.89	254,284.89
309	Bike Trail 2007	313.18	3,813.18
314	Street 1St Ave Project	1,206.15	15,606.15
315	Smart Planning Grant Fund	0.00	-
316	Street 2nd Ave Project	1,504.14	31,504.14
600	Water Utility Fund	517.80	192,817.80
601	Water Deposit Trust	1,609.74	53,609.74
602	Water Utility Repair	1,458.79	77,458.79
610	MSSU Revenue	1,641.17	304,641.17
612	MSSU Operation/Maint	1,007.50	1,007.50
613	MSSU Replacement	536.44	313,536.44
614	MSSU Rev.Bond Int	459.74	119,459.74
615	MSSU Rev Debt Serv	1,323.99	155,323.99
620	Cap Imp Water, Sewer, Storm	1,542.42	241,042.42
670	Yard Waste Fund	378.52	85,378.52
	Totals	50,971.92	5,570,290.90
		1%	99%
			<u>5,570,290.90</u>

Checking - Cresco Bank & Trust (operating)	0.10%	50,971.92
Checking - CUSB (credit cards)	0.25%	1,505.76
MMKT Interest rate	0.15%	5,406,100.00
MMKT Hlth Ins Partial Self Funded	0.15%	42,939.26
Library MMKT Interest rate	0.15%	8,773.96
Library CD matures 6/14/12 (24 month)	1.99%	<u>60,000.00</u>

\$ 5,570,290.90

City of Cresco  
 General Fund Expenditures  
 For 4 Months Ended October 31, 2011

General Fund:	Actual Expense	Budget Expense	Percentage of Budget used to date	
Police	116,634	374,035	31%	
Fire	15,006	66,340	23%	
Airport	3,640	32,000	11%	includes taxiway project (partially paid by grant)
Library	66,750	195,945	34%	
Theatre	34,550	64,300	54%	includes theatre projector this year
Park	25,039	77,000	33%	
Fitness Ctr	142,571	448,500	32%	
Law Center	35,170	116,900	30%	1/2 cost of LEC wages, benefits, utilities, supplies
Civil Defense	0	16,100	0%	HC Emergency Mgmt fee; siren maintenance
Animal Control	94	1,800	5%	dog pound
Garbage	173,283	521,200	33%	Hawkeye Sanitation for garbage & recycling
Tree	0	1,500	0%	Boulevard trees (will purchase in May)
Contrib/Other Agency	1,000	4,000	25%	NE IA Comm Action & Helping Services NE IA
Comm Beautification	1,866	5,300	35%	Elm Street planters; welcome sign & xmas ligts, etc
Planning & Zoning	0	900	0%	wages (will be paid in June)
Council	2,400	13,500	18%	wages
Mayor	1,733	5,200	33%	wages
Administration	39,718	196,000	20%	
Elections	0	4,500	0%	Elections held every other year
Legal	7,856	17,200	46%	
City Hall	5,173	22,600	23%	
Miscellaneous	95	14,000	1%	
<b>Total</b>	<b>672,578</b>	<b>2,198,820</b>	<b>31%</b>	<b>4 months should be about 33% of budget</b>

The Cresco City Council met November 7, 2011, at 7:00 pm at City Hall. Council members Blake, Bouska, Moore and McCarville were present. Loveless arrived at 7:03 pm. No Council members were absent.

It was moved by Bouska to approve the consent agenda which included approval of: the agenda; claims; minutes of the October 17 and October 24, 2011 City Council meetings; parade permit for the Santa Holiday Parade on November 25, 2011; mortgage releases due to expiration for David & Michelle Ahern, Carol Metcalf, Mary Lindell, Florence Barnes, Adam & Susan Ollendieck, Joan Wernett, Violet Reinhart, and Verlaine Wilson. The motion was seconded by Moore and passed all ayes.

Public Works Director Rod Freidhof reported: (a) Sludge storage startup date will be November 14<sup>th</sup> which is slightly later than completion date projected; (b) Sewer-CIPP (cure in place pipe) on a sewer main is done and worked good; (c) Water-repairing patches from watermain breaks, continuing flushing valves, passed their DNR inspection; (d) Street-preparing for winter, cleaning storm sewer intakes, one more week of yardwaste pickup, fixing manholes; (e) Karr Tuckpointing inspected the Theatre and minor repairs may be needed so they will send an estimate; (f) Theatre roof repairs are done; (g) Nuisance house update-Tuchek house should be the City's in about 2 weeks, Graziano property - we are waiting for the bank foreclosure procedures before proceeding, 211 7<sup>th</sup> Ave East - bank has completed foreclosure so if nuisance is not cleaned up then we will start the process, 307 3<sup>rd</sup> St SE and 610 2<sup>nd</sup> St SE – the attorney is looking for addresses; (h) Street Shop roof is still waiting to be inspected.

Police Chief Mark Kissinger reported that it has been very quiet and no calls at all on Halloween.

Fire Chief Neal Stapelkamp reminded everyone of the pancake supper on the 8<sup>th</sup>.

City Clerk Michelle Girolamo reported: (a) Election on Nov. 8<sup>th</sup> from noon to 8 pm; (b) Deputy Clerk turned in her resignation so we are advertising with a deadline of Nov 18<sup>th</sup>; (c) Black Hills Energy did a weatherization on Howard Donlan's house; (d) RHS is having a meeting on November 17<sup>th</sup>; (e) requested that we set Wednesday, January 4<sup>th</sup> for the first meeting in January due to the New Year's Holiday; (f) the Strategic Plan had scheduled a public forum on November 16<sup>th</sup> but we will incorporate it with the comprehensive planning public meeting and perhaps introduce the new police chief as well.

Mayor Bohle opened the public hearing of proposed Ordinance 436 pertaining to the grade elevations of certain streets. There were no written or oral comments and the public hearing was closed.

Mayor Bohle conducted the second reading of a summary of proposed Ordinance 436 amending Chapter 138 of the Code of Ordinances of the City of Cresco, Iowa, 1998, by establishing grade elevations on certain streets in the City of Cresco, Iowa, for the 1<sup>st</sup> Avenue East Reconstruction Project. Loveless made a motion to approve the second reading of the summary of Ordinance 436. McCarville seconded the motion and it passed all ayes.

Blake made a motion to approve a resolution waiving the third reading and third consideration of Ordinance 436. Moore seconded the motion and it passed all ayes.

Bouska made a motion to approve Ordinance 436. Moore seconded the motion and it passed all ayes.

Mayor Bohle opened the public hearing of proposed Ordinance 437 pertaining to the grade elevations of certain streets. There were no written or oral comments and the public hearing was closed.

Mayor Bohle conducted the second reading of a summary of proposed Ordinance 437 amending Chapter 138 of the Code of Ordinances of the City of Cresco, Iowa, 1998, by establishing grade elevations on certain streets in the City of Cresco, Iowa, for the 2<sup>nd</sup> Avenue

East Reconstruction Project. McCarville made a motion to approve the second reading of the summary of Ordinance 437. Bouska seconded the motion and it passed all ayes.

Moore made a motion to approve a resolution waiving the third reading and third consideration of Ordinance 437. Loveless seconded the motion and it passed all ayes.

Moore made a motion to approve Ordinance 437. Bouska seconded the motion and it passed all ayes.

Mayor Bohle opened the public hearing on the matter of the Adoption of a proposed amendment no. 1 to the Cresco Urban Revitalization Plan for the Cresco Urban Revitalization Area. Girolamo explained that this was extending a program for five years in which residents who improved their homes or built new homes were granted property tax abatements on the first \$75,000 for 5 years at 75%, 75%, 50%, 25% and 25%. Commercial property is 100% for three years. There were no written or oral comments and the public hearing was closed.

Moore made the motion to approve a resolution adopting amendment no. 1 to the Cresco Urban Revitalization Plan for the Cresco Urban Revitalization Area. McCarville seconded the motion and McCarville, Moore, Blake and Loveless voted aye. Bouska abstained because she could personally benefit from it. Resolution passed by majority vote.

Mayor Bohle conducted the first reading of proposed Ordinance 439 confirming the adoption of amendment no. 1 to the Cresco Urban Revitalization Plan for the Cresco Urban Revitalization Area. Loveless made a motion to approve the first reading of Ordinance 439. McCarville seconded the motion and Loveless, McCarville, Blake and Moore voted aye. Bouska abstained. Motion passed by majority vote.

Moore made a motion to approve a resolution waiving the two readings and two considerations of Ordinance 439. Loveless seconded the motion and Blake, Moore, McCarville and Loveless voted aye. Bouska abstained. Resolution passed by majority vote.

Loveless made a motion to approve Ordinance 439. Moore seconded the motion and Loveless, McCarville, Moore and Blake voted aye. Bouska abstained. Ordinance passed by majority vote.

Mayor Bohle opened the public hearing for the budget amendment #2 for fiscal year ending June 30, 2012. Girolamo explained it was mainly for transferring funds from the Mediacom Fund to the General Fund for the Theatre projector and sidewalk and also unforeseen expenses for a sewer plant blower, engineering costs for the industrial park, and Theatre roof repairs. There were no written or oral comments and the public hearing was closed.

Bouska made the motion to approve a resolution amending the current budget for the fiscal year ending June 30, 2012. Blake seconded the motion and it passed all ayes.

Mayor Bohle discussed the need for Council to decide whether to sell the Alliance Store or to tear down the entire building. The City is tearing down the addition and will maintain ownership of the back half of the property. The purchase agreement would include a right of reversion in which the City will require that there be heat, electricity and the building must be weather-tight within 6 months. The roof would need to be repaired within one year. Loveless made the motion to offer the building for sale for a minimum bid of \$3,000 with a right of reversion. Bouska seconded the motion and Blake, Bouska, McCarville and Loveless voted aye. Moore voted nay. Motion passed by majority vote.

Loveless made the motion to approve a resolution fixing date for public hearing on sale of real estate and manner and method of sale of real estate for December 5, 2011. McCarville seconded the motion and it passed all ayes.

Ernie Martin addressed Council to relay concerns regarding poor workmanship on replacing concrete in his driveway and sidewalks that were damaged by Windstream when installing fiber optics. He complained that they pushed all of the sand that his sewer line had

been embedded in away from his sewer line when they installed the fiber optics. He also had pictures showing the workmanship before and after of the cement work on his driveway and sidewalks. He hired an attorney and, with the help of the City's PWD, the subcontractor did replace the concrete on his driveway. The sidewalk still has many issues that need to be corrected to meet City code. The City has been in contact with Windstream and their subcontractors to try to get the problems rectified. Mr. Martin thanked the City for their help but wanted to be sure that Council was aware of the problems. The City will continue to monitor the situation and follow up with the issues.

Rod Freidhof informed Council that the Public Works Committee is recommending that the City implement a \$5,000 connection fee for water for people outside of the City limits. The higher rates charged to non-residents does not cover the expense of operating and maintaining the water department. Blake questioned whether this was consistent with what we had charged others such as Cresco Motor Company. Freidhof explained that the City did not charge them anything because that was different because he was part of a subdivision and the developer had to supply water to them and the developer collected when he sold the lots. Blake made the motion to accept the recommendation of the Public Works Committee to implement a connection fee of \$5,000 for people connecting to City water outside of the City limits. Loveless seconded the motion and it passed all ayes.

Irv Holub was not present to discuss water connection fees.

Mayor Bohle conducted the first reading of proposed Ordinance 438 amending Chapter 90 of the Code of Ordinances of the Code of Ordinances of the City of Cresco, Iowa, 1998, regarding connection regulations and fees for connections outside the City limits. Loveless made a motion to approve the first reading of Ordinance 438. Bouska seconded the motion and it passed all ayes.

Bouska made the motion to set a public hearing on November 21, 2011 for proposed Ordinance 438 amending Chapter 90 of the Code of Ordinances of the Code of Ordinances of the City of Cresco, Iowa, 1998, regarding connection regulations and fees for connections outside the City limits. McCarville seconded the motion and it passed all ayes.

McCarville made the motion to approve a resolution accepting the Annual Financial Report of the City of Cresco, Iowa for the Fiscal Year 2010-2011 and directing the City Clerk to file the report with the Iowa Auditor of State. Loveless seconded the motion and it passed all ayes.

Loveless made the motion to approve the recommendation of the Personnel Committee to hire Tim Ruroden for Police Chief pending successful completion of state required testing. His starting date will be December 5, 2011. Bouska seconded the motion and it passed all ayes.

Bohle asked if there were any comments from the audience. Loveless displayed a certificate he accepted at the Chamber & CIDC Banquet on behalf of the City for being a Chamber member for 145 years. Jason Passmore then thanked all sponsors for making the auction a success with \$2,700 raised that will be donated to the Theatre projector and restoration project. Thanks to Cresco Bank & Trust and C US Bank, we will be doing the promotion of "Jingle in Your Pocket" with the winners announced live on KCZQ to encourage people to shop locally. A \$60,000 grant was received for the Northeast Iowa Regional Housing Trust Fund to continue the rehabilitation program. Teresa McGee asked about the new police chief and Bohle replied that he was originally from Northeast Iowa and anxious to move back. He and his wife have four children ranging from 2-13 years old. He has experience dealing with diversity and conflict and we feel confident that he will do a good job. There were no other comments from the audience.

It was moved by Blake to adjourn at 8:08 pm. The motion was seconded by Bouska and passed all ayes. The next regular Cresco City Council meeting will be November 21, 2011, at 7:00 pm 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	electricity	13,906.39
American Red Cross	fee	54.00
Aramark	service	497.82
Balk Lime & Ready Mix	concrete, rental	2567.73
Bancard	hotel, meal, gas	519.71
Black Hills Energy	natural gas	1,477.91
Bob's Electric	repairs, supply	514.23
Brian, Tracy	refund deposit	6.95
Brown Supply	paint, supply	71.50
C U S Bank	card machine	260.91
Carquest	filters, bulb	136.47
Casper Plbg	service	623.68
City Laundering	uniforms	123.44
City of Cresco	apply refunds	454.23
City of Cresco	utilities	928.96
CMI Inc.	repair	332.80
CPU of America	supply	32.99
Cresco Building Service	maintenance	100.53
Cresco Fire Safety	service	32.50
Cresco Ins Agency	insurance	25.00
Cresco Shopper	ads, notices	259.00
Cresco Small Engine	oil, equipment	75.37
Culligan	salt, softener	136.26
Dakota Supply	repair	439.72
Dalco	supply	1,718.26
Decorah Mobile Glass	repair	40.00
Fareway	supply	17.58
Fenco	parts, supply	324.21
Foley's Backhoe & Repair	repair	108.99
Galyan, Sam	refund deposit	34.79
Gosch Inc.	furnace, supply	2,490.55
Group Services	admin fee	317.75
Grube Construction	repair	1,506.00
H & S Motors	service	183.23
Hanson Tire	service	292.98
Hawkeye Sanitation	garbage & recycling	42,664.16
Ho Co Recorder's Office	record mtg	57.00
Holstrom's Jewelry	uniform supply	9.00
Hovey Oil	diesel, oil, grease	928.06
Howard County	shared lec costs	14,870.88
Hydrite Chemical Co.	chemicals	2,141.34
Hygienic Laboratory	analysis	475.00
IA DNR	permit	350.00
IA LEIN	conference	165.00
IA Sports Supply	equipment	138.88
IA Water Environment Assn	conference	30.00
Ikon	copy machine	1,074.72
Iroc Web Design	website	2,725.00
J.P. Cooke	supply	48.16
Keith Gibson, PH. D.	testing	75.00
Klimesh, Kathryn Newton	refund deposit	53.52

Kwik Trip	gas, diesel	3,534.53
Masonry Technology	refund	946.97
McGee Estate, Marj	garbage refund	5.57
McMaster-Carr	hoist, parts	243.57
Metro Swim Shop	resale	679.05
Mettler Toledo	calibrate scale	225.00
Morse Equipment	supply	54.00
MVTL	wastewater analysis	243.45
North American Salt Co.	salt	7,216.84
Pavlovec, Roger	refund deposit	16.94
payroll # 22		57,439.39
Pepsi	concession	252.30
Perry Novak Electric	rental	350.00
petty cash	reimburse	49.58
Pool Tech	pool parts	60.70
Racom Corp.	installation, maint	1,108.64
Regional Health Services	screening	53.10
Riley's Inc.	calculator	175.00
RLS Construction Supply	blade	279.99
Ruppert Inc.	supply, ups	202.62
Sam's Discover	resale, supply	2,174.76
Sandry Fire Supply	equipment	87.00
Scholbrock Masonry, LLC	sidewalks, curb	650.00
Smith, Derek	refund deposit	40.85
Smith, Jennifer L.	refund deposit	56.94
Spahn & Rose Lumber	posts	17.26
Sportsmith	equipment	102.84
St. Lukes Center	testing	37.00
Stanard & Associates	testing	11.00
Storey Kenworthy	supply	408.00
Sun Life	life ins	43.45
TPD	notices	597.02
Treasurer, State of IA	sales tax	5,409.44
True North	fireman, ins	372.40
U.S. Postmaster	postage	380.64
Up & Running Electronics	supply	52.98
Upper Explorerland	comprehensive planning	11,159.00
Verizon	phone	74.59
Von Bokern	labor negotiations	1,625.00
Weber Paper Co.	gloves	42.04
Wells Fargo	loan fee	400.00
WHKS	engineering	2,497.39
Windridge Impl	filters, oil	659.89
Windstream	phone	977.40
Zee Medical	first aid, safety	258.30
	General Fund	110,468.81
	Road Use Tax	12,525.69
	Employee Benefits	10,196.17
	Local Option Tax	18,356.06
	Cresco Telecom	446.00
	Rehab Housing Forf/Trust	57.00
	Street Trust Fund	0.60

Debt Service Fund	400.00
Smart Planning Grant	11,159.00
Water Utility Fund	19,108.60
Water Deposits Trust Fund	640.00
Water Utility Repair/Replacem	2.75
MSSU Operations	12,795.41
Capital Improvement	179.04
Yard Waste Fund	1,355.46
GRAND TOTAL OF FUNDS	197,690.59
Revenue Total of Funds f from 10/18/11 thru 11/7/11	563,340.54

CITY OF CRESCO  
 REVENUE REPORT (UNAUDITED)  
 AS OF: OCTOBER 31ST, 2011

*Should be 332*

	CURRENT PERIOD	YEAR-TO-DATE ACTUAL	CURRENT BUDGET	BUDGET BALANCE	% OF BUDGET
001-GENERAL FUND	505,424.03	823,338.59	2,253,313.00	1,429,974.41	36.54
002-GENERAL - HOTEL/MOTEL	0.00	4,562.71	18,000.00	13,437.29	25.35
110-ROAD USE TAX FUND	28,369.06	133,148.05	360,000.00	226,851.95	36.99
112-EMPLOYEE BENEFITS TRU	189,549.64	218,473.15	505,950.00	287,476.85	43.18
113-I-JOBS FUNDING	0.00	11.65	0.00	( 11.65)	0.00
114-HEALTH INS PART SELF	2,587.95	10,361.75	0.00	( 10,361.75)	0.00
119-EMERGENCY FUND	10,687.74	12,189.67	28,420.00	16,230.33	42.89
121-LOCAL OPTION REVENUE	31,674.65	120,615.98	380,000.00	259,384.02	31.74
122-LOCAL OPTION TAX PROJ	28,569.98	109,044.16	347,000.00	237,955.84	31.42
127-URBAN RENEWAL TIF ARE	7,639.57	8,196.22	19,000.00	10,803.78	43.14
160-CIDC/CITY CRESCO REVO	1,329.01	5,351.38	16,481.00	11,129.62	32.47
181-CRESCO TELECOMMUNICAT	902.32	1,934.59	4,950.00	3,015.41	39.08
182-REHAB/HOUSING FORF/TR	3.55	33.73	205,200.00	205,166.27	0.02
183-EQUIPMENT/REPAIR-FITN	10,010.10	10,289.24	13,600.00	3,310.76	75.66
184-CITY PARK TRUST/DONAT	1.26	13.36	250.00	236.64	5.34
185-RECREATION SUPPLY REV	2.79	620.35	10,000.00	9,379.65	6.20
187-EQUIPMENT REPLACEMENT	3.53	28.18	400.00	371.82	7.05
188-FIRE EQUIPMENT TRUST	20,018.63	22,714.04	24,600.00	1,885.96	92.33
189-LIBRARY TRUST FUND	1.54	8.37	2,000.00	1,991.63	0.42
190-OFFICE/COMPUTER EQUIP	6.88	44.85	500.00	455.15	8.97
191-STREET TRUST FUND	655.12	3,341.58	83,400.00	80,058.42	4.01
197-RETIREMENT TRUST FUND	1.14	6.77	9,500.00	9,493.23	0.07
200-DEBT SERVICE FUND	118,552.62	142,745.42	348,363.00	205,617.58	40.98
304-STREET SHOP PROJ.2007	9.44	63.81	0.00	( 63.81)	0.00
306-SEWER PROJECT	386,895.65	515,354.00	776,000.00	260,646.00	66.41
309-BICYCLE TRAIL 2007	0.53	3.23	0.00	( 3.23)	0.00
314-STREET 1ST AVE PROJEC	2.13	148.23	0.00	( 148.23)	0.00
315-SMART PLANNING GRANT	0.00	0.00	52,500.00	52,500.00	0.00
316-STREET 2ND AVE PROJEC	40,004.14	40,004.14	240,000.00	199,995.86	16.67
600-WATER UTILITY FUND	45,101.43	183,110.21	444,600.00	261,489.79	41.19
601-WATER DEPOSITS TRUST	1,306.86	3,624.59	12,600.00	8,975.41	28.77
602-WATER UTILITY REPAIR	30,051.77	31,181.75	30,600.00	( 581.75)	101.90
610-MSSU REVENUE FUND	65,670.96	258,840.10	702,000.00	443,159.90	36.87
612-MSSU OPERATION/MAINT	38,000.32	143,400.89	550,200.00	406,799.11	26.06
613-MSSU REPLACEMENT FUND	25,038.44	25,244.82	47,000.00	21,755.18	53.71
614-MSSU REV BOND INT SIN	40,014.70	40,071.22	81,700.00	41,628.78	49.05
615-MSSU REV DEBT SERVICE	10,019.25	10,123.03	11,000.00	876.97	92.03
620-WATER & SEWER C.I.	3,818.50	15,357.83	46,800.00	31,442.17	32.82
670-YARD WASTE FUND	3,214.67	12,736.11	39,400.00	26,663.89	32.33
830-STATE GRANTS/ECON.DEV	0.00	2,962.00	3,000.00	38.00	98.73
<b>GRAND TOTAL REVENUES</b>	<b>1,645,139.90</b>	<b>2,909,299.75</b>	<b>7,668,327.00</b>	<b>4,759,027.25</b>	<b>37.94</b>

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

CITY OF CRESCO  
 EXPENSE REPORT (UNAUDITED)  
 AS OF: OCTOBER 31ST, 2011

*Should be 339.6*

	CURRENT PERIOD	YEAR-TO-DATE ACTUAL	CURRENT BUDGET	BUDGET BALANCE	% OF BUDGET
001-GENERAL FUND	175,074.94	672,578.80	2,198,820.00	1,526,241.20	30.59
002-GENERAL - HOTEL/MOTEL	2,176.15	10,211.91	18,000.00	7,788.09	56.73
110-ROAD USE TAX FUND	19,669.03	90,170.79	365,775.00	275,604.21	24.65
112-EMPLOYEE BENEFITS TRU	33,131.60	151,100.11	501,950.00	350,849.89	30.10
113-I-JOBS FUNDING	0.00	20,272.78	21,000.00	727.22	96.54
119-EMERGENCY FUND	0.00	0.00	35,100.00	35,100.00	0.00
121-LOCAL OPTION REVENUE	31,674.65	120,615.98	380,000.00	259,384.02	31.74
122-LOCAL OPTION TAX PROJ	44,292.34	129,525.77	367,500.00	237,974.23	35.25
127-URBAN RENEWAL TIF ARE	2,441.53	2,441.53	18,000.00	15,558.47	13.56
160-CIDC/CITY CRESCO REVO	0.00	103.00	20,500.00	20,397.00	0.50
181-CRESCO TELECOMMUNICAT	30,704.12	34,288.95	54,250.00	19,961.05	63.21
182-REHAB/HOUSING FORF/TR	14,879.43	15,729.48	236,000.00	220,270.52	6.67
183-EQUIPMENT/REPAIR-FITN	930.04	5,220.87	30,000.00	24,779.13	17.40
184-CITY PARK TRUST/DONAT	0.00	0.00	4,000.00	4,000.00	0.00
185-RECREATION SUPPLY REV	0.00	4,675.00	12,000.00	7,325.00	38.96
187-EQUIPMENT REPLACEMENT	0.00	0.00	3,000.00	3,000.00	0.00
188-FIRE EQUIPMENT TRUST	0.00	2,600.00	2,600.00	0.00	100.00
189-LIBRARY TRUST FUND	0.00	0.00	18,100.00	18,100.00	0.00
190-OFFICE/COMPUTER EQUIP	0.00	0.00	2,000.00	2,000.00	0.00
191-STREET TRUST FUND	0.70	0.70	30,500.00	30,499.30	0.00
197-RETIREMENT TRUST FUND	0.00	0.00	1,900.00	1,900.00	0.00
200-DEBT SERVICE FUND	0.00	0.00	345,810.00	345,810.00	0.00
304-STREET SHOP PROJ.2007	0.00	0.00	78,000.00	78,000.00	0.00
306-SEWER PROJECT	354,128.50	505,134.29	962,000.00	456,865.71	52.51
309-BICYCLE TRAIL 2007	0.00	150.00	0.00	(150.00)	0.00
314-STREET 1ST AVE PROJEC	180,052.21	222,462.24	255,000.00	32,537.76	87.24
315-SMART PLANNING GRANT	0.00	0.00	50,000.00	50,000.00	0.00
316-STREET 2ND AVE PROJEC	8,500.00	8,500.00	218,000.00	209,500.00	3.90
600-WATER UTILITY FUND	60,685.36	166,372.24	434,000.00	267,627.76	38.33
601-WATER DEPOSITS TRUST	560.00	2,680.00	13,000.00	10,320.00	20.62
602-WATER UTILITY REPAIR	4,747.31	5,684.72	7,600.00	1,915.28	74.80
610-MSSU REVENUE FUND	113,000.00	218,400.00	686,000.00	467,600.00	31.84
612-MSSU OPERATION/MAINT	37,990.86	147,472.09	551,500.00	404,027.91	26.74
613-MSSU REPLACEMENT FUND	0.00	35,000.00	128,000.00	93,000.00	27.34
614-MSSU REV BOND INT SIN	0.00	0.00	81,200.00	81,200.00	0.00
620-WATER & SEWER C.I.	188.36	3,540.27	16,000.00	12,459.73	22.13
670-YARD WASTE FUND	2,734.20	8,333.53	31,250.00	22,916.47	26.67
830-STATE GRANTS/ECON.DEV	0.00	2,962.00	3,000.00	38.00	98.73
<b>GRAND TOTAL EXPENSES</b>	<b>1,117,561.33</b>	<b>2,586,227.05</b>	<b>8,181,355.00</b>	<b>5,595,127.95</b>	<b>31.61</b>

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



# WHKS & CO.

ENGINEERS

PLANNERS

LAND SURVEYORS

FOUAD K. DAUD, P.E. & S.E., PRESIDENT & CEO  
PENNY L. SCHMITZ, EXEC. VICE PRES., COO & CFO  
RICK G. ENGSTROM, C.E.T., VICE PRESIDENT  
MICHAEL A. ZELINSKAS, P.E., VICE PRESIDENT  
WILLIAM K. ANGERMAN, P.E., VICE PRESIDENT  
SCOTT D. SANFORD, P.E. & S.E., PRINCIPAL

2905 S. BROADWAY  
ROCHESTER, MN 55904-5515  
phone 507-288-3923  
fax 507-288-2675  
e-mail: rochester@whks.com  
website: www.whks.com

November 8, 2011

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

RE: WWTP Biosolids Handling and Storage Improvements  
Cresco, IA

Dear Ms. Girolamo:

Enclosed is Pay Request No. 3 for work on the above referenced project. Certified payroll documentation is enclosed for your records. We recommend payment in the amount of \$80,360.02 to:

Magney Construction, Inc.  
1401 Park Road  
Chanhassen, MN 55317

Please contact me if you have any questions.

Sincerely,

**WHKS & Co.**



Eric A. Tourdot, P.E.

EAT/et

Enclosure

Cresco/7012.01/Correspondence/City-L6-PR#3.doc

**Application for Payment No. 3**

To: City of Cresco, IA  
 From: Magney Construction, Inc.  
 Contract: General Construction  
 Project: Cresco WWTP Sludge Handling and Storage Improvements

Owners Contract No. \_\_\_\_\_ Engineer's Project No. 7012.01  
 Date of this Invoice: October 31, 2011  
 Invoice Work Period: Oct. 1 - Oct. 31, 2011

1) Original Contract Price:	<u>\$568,600.00</u>
2) Net Change by Change Order/Written Amendments (-/+)	<u>\$0.00</u>
3) Current Contract Price (1+2):	<u>\$568,600.00</u>
4) Total Completed and stored to date:	<u>\$534,166.00</u>
5) Retainage (per Agreement):	
<u>5.00%</u> of completed work	<u>\$26,708.30</u>
<u>5.00%</u> of stored material:	<u>\$0.00</u>
Total retainage:	<u>\$26,708.30</u>
6) Total Completed and stored to date less retainage (4-5)	<u>\$507,457.70</u>
7) Less Previous Application for Payments:	<u>\$427,097.68</u>
8) <b>DUE THIS APPLICATION</b>	<u>\$80,360.02</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

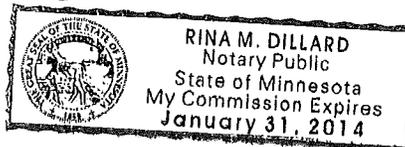
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; (2) title of all work, materials and equipment incorporated in said Work otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interest or encumbrance (except such as are recovered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance by the Contract Documents and not defective.

Dated: Oct 31, 2011

**Magney Construction, Inc. (Contractor)**  
 By: Bill Haupt

State of MN County of Hennepin  
 Subscribed and sworn to before me this 31<sup>st</sup> day of Oct., 2011.

Notary Public  
 My Commission Expires: Jan. 31, 2014



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Owner: City of Cresco, IA Engineer: WHKS & Co.  
 By: \_\_\_\_\_ By: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_



ORDINANCE NO. 438

**AN ORDINANCE AMENDING CHAPTER 90, WATER SERVICE SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF CRESCO REGARDING CONNECTION REGULATIONS AND FEES FOR CONNECTIONS OUTSIDE THE CITY LIMITS**

**CHAPTER 90, WATER SERVICE SYSTEM, OF THE CODE OF ORDINANCES OF CRESCO, IOWA CONSISTING OF SECTIONS 90.01 TO AND INCLUDING 90.22 IS HEREBY AMENDED BY AMENDING SECTIONS 90.06, 90.09, 90.14 AND ADDING NEW SECTION 90.23 AS FOLLOWS:**

90.06 TAPPING AND SADDLE CHARGES. There shall be a tapping charge in the amount of \$250 for each service connection plus the cost of the saddle needed to make the connection.

90.09 EXCAVATIONS. All trench work, excavation and backfilling required in making a connection shall be performed in accordance with applicable excavation provisions as provided for installation of building sewers and/or the provisions of Chapter 135. In addition, any service lines which must cross a finished street, alleyway or other public thoroughfare shall be bored under such street, alley or other public thoroughfare to avoid damage to such street, alley or public thoroughfare. All boring costs shall be borne by the homeowner or customer.

90.14 CURB STOP. There shall be installed within the public right-of-way, a main shut-off valve of the inverted key type on the water service pipe at the outer sidewalk line with a suitable lock of a pattern approved by the Superintendent. The shut-off valve shall be covered with a heavy metal cover having the letter "W" marked thereon, visible and even with the pavement or ground. The curb stop must be maintained and in working order by the property owner. Failure to repair the curb stop may result in the City repairing the curb stop and assessing the cost to the property owner.

90.23 CONNECTION CHARGES. In addition to any permit fees or other charges established in this chapter, the City Council may establish connection charges by resolution and may amend those charges from time to time by resolution. Because the City Council finds that it is in the best interests of the City and its inhabitants to ensure that the City obtains sufficient funds to reimburse the City for making and supervising connection of properties to water service facilities, there shall be a connection fee of not less than \$5,000.00 (five thousand dollars) for water service for properties located outside of the city limits of the City of Cresco. The City Council shall have the discretion to waive the connection fee in the event that the property to be connected is located in area which is voluntarily annexed to the City of Cresco.

All other sections of Chapter 90, being Sections 90.01 to and including new section 90.23 shall remain the same and unchanged and in full force and effect.

January 1, 2008 - December 31, 2012

## AGREEMENT FOR REFUSE COLLECTION SERVICES

This agreement made by and between the City of Cresco, Iowa, a Municipal Corporation, hereinafter referred to as "City" and Hawkeye Sanitation, Inc., an Iowa corporation, hereinafter referred to as "Hauler".

Whereas, the State of Iowa has mandated that municipalities shall be required to reduce the tonnage of refuse that the community generates and disposes in landfills.

Whereas, the city believes that curbside recycling is an efficient and effective means toward meeting the requirement of the Iowa law and to assist the City in achieving this goal.

In consideration of the mutual promises contained herein, the parties agree as follows:

### SECTION 1 - DEFINITIONS

A. "Aluminum Cans" shall mean disposable aluminum beverage containers.

B. "Ashes" shall mean the residue from the burning of wood and other non-hazardous combustible material which is cool and not combustible.

C. "Brush" shall mean woody stems and branches greater than one-half (1/2) inch diameter, evergreen trimmings, and thorny brush.

D. "Bulky Waste" shall mean large household appliances, including, but not limited to, stoves, refrigerators, television sets, washing machines, dryers, logs, and other items of similar size and fixtures and materials too large to fit into a bag or rigid container.

Bulky waste does not include tires, hazardous substances, dead animals, batteries or fluorescent tubes and ballasts.

E. "City" shall mean the, City of Cresco, Iowa.

F. "Collection Bag" shall mean a plastic water tight bag of either 33 gallon or 20 gallon capacity securely tied or sealed. The 33 gallon size bag shall not exceed 40 pounds when full. The 20 gallon size bag shall not exceed 20 pounds when full. Collection bags may be used only for refuse.

G. "Construction and Demolition Waste" shall include, but not be limited to, lumber, roofing material, sheathing, rubble, broken concrete, plaster, brick, conduit, pipe, wire insulation and similar materials which result from a construction, demolition, or remodeling processing.

H. "Curbside" shall mean the area next to the curb or traveled portion of the roadway.

I. "Dwelling Unit" shall mean any room or group of rooms located within a building and forming a single habitable unit with facilities that are used or intended to be used for living, sleeping, cooking, and eating.

J. "Grass and Garden Waste" shall mean grass clipping, non-woody dead plants, weeds, flowers, and twigs less than one-half (1/2) inch in diameter.

K. "Glass Containers" shall mean glass bottles and jars made from clear, green, or brown glass. Expressly excluded from this definition is window glass and other non-container glass, porcelain, and ceramic products.

L. "Hauler" shall mean Hawkeye Sanitation, Inc., of Cresco, Iowa.

M. "Household" shall mean persons that reside together in a Dwelling Unit.

N. "Leaves" shall mean leaves from deciduous trees and shrubs.

O. "Newspaper" commonly referred to as newsprint and distributed at fixed intervals, having printed thereon news and opinions containing advertisements and other matters of public interest. Soiled newspapers are excluded.

P. "Non-Collectible Waste" shall mean paint in liquid form, poisons, acids, caustics, explosives, and other hazardous substances that may cause damage or injury to collection equipment or personnel, human or animal excrement and dead animals.

Q. "Paper Bag" shall mean a paper container that is capable of being shredded and will decompose in a compost pile.

R. "Residential Solid Waste" shall mean refuse, recyclable and bulky waste.

S. "Refuse" shall mean solid waste, such as food waste, trash, rags, ashes, ceramics, non-recyclable glass, paper (except newspaper), obsolete household goods, non-recyclable plastics and similar items produced or originating within Dwelling Units. Recyclable shall be treated as refuse if not properly disposed of as set forth herein.

Refuse does not mean household generated hazardous substances.

T. "Recyclable" shall mean designated consumer wastes which are collected and marketed for resource recovery, including newspaper, tin and steel cans, aluminum beverage containers, glass containers, and plastic containers or any other items which are accepted by the recycling center or designated by the Hauler.

U. "Recyclable Container" shall mean a rigid plastic and/or rubber rectangular box, of not less than 18 gallon capacity designated for the collection and disposal of recyclables or any other type of container as agreed to by the City and Hauler.

V. "Removal" shall mean collection and disposal.

W. "Rigid Container" shall mean a closed and waterproof plastic, or rubber container of either 33 gallon or 20 gallon. The 33 gallon container shall not exceed 40 pounds when full. The 20 gallon container shall not exceed 40 pounds when full.

X. "Tin and Steel Can" shall mean a clean container made of tin coated iron or steel in which food or beverages are preserved.

Y. "Yard Waste" shall mean grass, garden waste, leaves and brush.

Z. "Tipping Fee" shall mean the price per ton of solid wastes deposited at the Winneshiek Sanitary Landfill and charged to the Hauler by the Winneshiek Sanitary Landfill.

AA. "Customer" shall mean and have reference to "Household" and places where recyclables, non-recyclable waste and bulky waste is picked up, including residencies, commercial establishments, schools, County, State and Federal Properties and Facilities and any other place or property where such items are picked up.

## SECTION 2 - SCOPE OF WORK

A. The Hauler agrees to collect and dispose of recyclables from each single family dwelling, two (2) unit family dwelling, and each Commercial, School, County, State and Federal Property and Facility within the Cresco City limits once every two (2) weeks. The monthly cost per Dwelling Unit and per each Commercial, School, County, State, and Federal Property and Facility for collecting and disposing of recyclables shall be as set forth in the "Schedule of Fees" attached as Appendix "A". A Supplemental Fee Schedule, Appendix "B", which includes commercial contracts, and exceptions, and made a part of this Agreement by this reference. Appendix "B" may be obtained at Cresco City Hall or Hawkeye Sanitation, and shall be amended from time to time to reflect the changes to commercial contracts, and the most recent Schedule "B" shall be kept available at Cresco City Hall or Hawkeye Sanitation.

B. The Hauler agrees to collect and dispose of all refuse for each of the Dwelling Units and each of the Commercials, School, County, State, and Federal Properties and Facilities listed

above once each week. All refuse for Dwelling Units must be placed at the curbside in an approved container which does not exceed the weight and capacity limits approved by the City. The cost of such services shall be as set forth in the "Schedule of Fees" attached as Appendix "A" and Appendix "B" and made a part of this Agreement by this reference.

C. The Hauler agrees to collect and dispose of all refuse for the City of Cresco and all municipal subdivisions once each week at no charge. "No charge" to the City of Cresco and all municipal subdivisions for the collection and disposal of all refuse is shown in the Schedule of Fees attached as Appendix "A" and Appendix "B", and made a part of this Agreement by this reference.

D. The Hauler shall not be responsible for the collection of any yard waste, including brush, grass and garden waste and leaves from any dwelling unit, Commercial, School, County, State or Federal Property and Facility.

E. The cost for all such services as described in Subparagraphs A and B above are set forth in the Schedule of Fees (Appendix "A" and Appendix "B"). All such services as provided in Subparagraphs A and B above shall be billed by the City and the City shall assume full responsibility in collecting the fees according to Appendix "A" and Appendix "B".

F. The Hauler agrees to collect and dispose of all bulky waste pursuant to the Schedule of Fees (Appendix "A" and Appendix "B"). The Schedule of Fees shall be maintained at the City Clerk's office and the office of the Hauler. Bulky waste shall be collected by a separate Agreement between the Hauler and the owner or occupant of the Dwelling Unit and any Commercial, School, County, State, and Federal Property and Facility requesting the disposal of such bulky waste. Billing and payment shall be by separate arrangement between the Hauler and the owner or occupant of the Dwelling Unit and any Commercial, School, County, State, and Federal Property and Facility.

G. The Schedule of Fees attached hereto (Appendix "A" and Appendix "B") is based on the current per ton landfill Tipping Fee Schedule. The Schedule of Fees is subject to a rate adjustment in the event the Winneshiek County Landfill Tipping Fee is increased or decreased. The Hauler will report to the City any increase or decrease in the Tipping Fee, the date of the anticipated increase or decrease and the amount of the increase or decrease. The Schedule of Fees relating to recyclables may be subject to a rate increase in the event the Hauler is required to pay a Tipping Fee or any type of fee relating to the delivery or disposal of recyclables. The Hauler is required to pay all tipping fees to the Winneshiek County Landfill. In the event the tipping fee is increased, the increased cost of the tipping fee shall be passed onto the customers by increasing the Schedule of Fees referred to in Appendix "A" and Appendix "B". The collection and disposal fees charged by the City or by the Hauler may be increased or decreased in the event the landfill tipping fee either increases or decrease. Such rate adjustments shall correspond to any increase or decrease in the tipping fee charged relating to the delivery or disposal of recyclables.

### SECTION 3 - CHANGE OF NAMES OR ADDRESS

The City shall furnish to the Hauler on a monthly basis any and all changes of names of persons occupying the various properties and facilities referred to in Section 2 above.

### SECTION 4 - TERM OF CONTRACT

## SECTION 7 - RECYCLABLE CONTAINERS

A. The Hauler shall purchase a sufficient number of recyclable containers and sell the recyclable containers (at no profit to Hauler) to the residents. The City shall bill the residents for the purchase of the containers. Such recyclable containers shall be rigid plastic and/or rubber rectangular boxes of not less than an 18 gallon capacity.

B. The Hauler may choose whether the recyclables in the container may be co-mingled or must be separated by the use of paper sacks or other appropriate means.

C. The Hauler shall make its own arrangements with any Commercial, School, County, State, and Federal Property and facility as to required collection containers.

## SECTION 8 - ROUTES AND CHANGES

A. The Hauler shall prepare and file with the City, prior to the commencement of this Agreement, a collection and disposal schedule together with a complete map of the residential solid waste collection district (s) within the City. The Hauler shall indicate thereon in an appropriate and easily understandable manner the days of collection for each district(s). This schedule shall be subject to the approval of the City.

B. The collection schedule when approved by the City shall be maintained unless the Hauler and/or City request a change and notice thereof is given as hereinafter provided.

C. A map and schedule shall be provided to the City at no charge for posting at City Hall.

D. The schedule shall contain a map or sketch delineating the boundaries of each district, the day or days of the week upon which collections will be made and the name, address and phone number of the Hauler and any other information deemed necessary. Thereafter, before any change in the collection schedule is made, the Hauler shall provide the City with a proposed revised collection schedule and a new map.

## SECTION 9 - COMPLAINTS

A. If a dwelling unit is missed, which is not the fault of the dwelling unit owner or tenant, the Hauler shall collect that dwelling unit no later than 10:00 A.M. of the day following the date of notification, provided that day is not a Saturday or Sunday. If the following day is a Saturday or Sunday, the Hauler shall collect the missed dwelling unit on the following Monday.

## SECTION - 10 METHOD OF PAYMENT OF THE SCHEDULE OF FEES PER APPENDIX "A" AND APPENDIX "B" AND FEE CHARGED TO HAULER BY CITY

A. The City shall be responsible for the billing and collection of fees for recyclable and non-recyclable waste as per the rates set forth in Appendixes "A" and "B". The Hauler shall be responsible for the billing and collection of fees for bulky waste. The City will pay to the Hauler on a monthly basis the amount collected for recyclables and non-recyclable waste to households and customers per Appendix "A" and Appendix "B".

B. The City shall charge the Hauler and the Hauler agrees to pay the City a monthly fee of \$1,100.00 for the City's responsibility in the billing and collection of the fees as provided above.

The fees charged by the City to the Hauler shall remain in full force and effect during the term of this agreement.

The Hauler shall pay the City the said monthly fee each month when the City pays the Hauler its monthly fee owed to the Hauler.

C. Since the City assumes the responsibility for the collection of recyclable and non-recyclable waste, the City shall use all proper and legal means at its disposal to collect said unpaid accounts.

#### SECTION 11 - STATUTES AND REGULATIONS

A. The Hauler shall at all times comply with all applicable provisions of the Cresco Code of Ordinances and Amendments thereto, that may be enacted by the City Council. In addition, the Hauler shall comply with all laws and regulations of Howard County, the State of Iowa, and the United States now in effect or hereinafter enacted.

#### SECTION - 12 PERSONNEL

A. All employees of the Hauler shall be of good character and no employee of the Hauler shall be permitted to work in the City who is found to be troublesome, disorderly, or otherwise objectionable as determined by the Hauler.

#### SECTION 13 - PERMITS AND LICENSES

A. The Hauler shall obtain all permits and licenses required by the City, County and state necessary to provide the above-described collection, hauling and disposal services.

#### SECTION 14 - INSURANCE

A. The Hauler shall maintain Public Liability Insurance in the amount of not less than One Million Dollars (\$1,000,000.00) for personal injuries, including accidental death, to anyone (1) person and in the amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death on account of anyone (1) Accident and Property Damage Insurance in an amount of not less than One Million dollars (\$1,000,000.00). The Hauler must provide the City with a copy of the above mentioned insurance policies.

#### SECTION 15 - PERSONAL LIABILITY

A. No member of the City Council or other City official, employee or agent of the City shall be personally responsible for any liability arising under this Agreement.

B. Nothing in the document or any contract entered into with the City shall be deemed to make an employee of the Hauler a City employee.

#### SECTION 16 - WORKERS' COMPENSATION INSURANCE

A. The Hauler shall at all time be fully insured at its own expense with Workers' Compensation Insurance as mandated by the laws of the State of Iowa.

APPENDIX "A"

SCHEDULE OF FEES

FEES FOR RECYCLABLES:

This fee is based on a current rate which does not include a tipping fee. This fee would change should a tipping fee be imposed and future changes would be based on increases and decreases in any such tipping fee.

Residential monthly rate of \$3.00 (residential unit)

Currently  
\$ 4.29

FEES FOR NON-RECYCLABLE WASTE:

This rate includes tipping fees.

Residential:

A. One or two people residing at residential Property where one or both people are 65 years of age or older.

Monthly rate of \$13.53

\$ 14.39

B. All other persons residing at a residential property.

Monthly rate of \$14.03

\$ 14.89

C. City of Cresco and all Municipal Subdivisions.

No charge

D. Commercial property, schools, county, state and federal property and facilities.

Negotiated fee Appendix "B"

\$ 18.51 minimum  
(must contact Howkey)

E. Bulky Waste Fees are based on each item collected for disposal.

Negotiated fee based on item