

NOTICE AND CALL OF PUBLIC MEETING

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA
DATE OF MEETING: MARCH 2, 2020
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: BRENNON, McCARVILLE, FORTUNE, BOUSKA, CARMAN

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

1. Approval of the Agenda
2. Approval of the Claims
3. Approval of Minutes from February 17, 2020 Worksession
4. Approval of Minutes from February 17, 2020 Council Meeting
5. Approval of Displaying Irish Flags for Brew & Stew from March 18th through March 22, 2020
6. Approval of Street Closing for Brew & Stew on March 21, 2020 for North Elm Street from 1st Avenue to North Park Place and a Portion of South Park Place; and Parade Route for the 5K Walk/Run and 15K Bike Events for Portions of N Elm Street, 8th Avenue, 9th Street, York Street, and 1st Avenue
7. Approval of Class E Liquor License (LE) and Class B Wine Permit and Class C Beer Permit (Carryout Beer) with Sunday Sales to WEMARK22 LLC d/b/a The Ox & Wren Spirits and Gifts
8. Approval of Class C Liquor License (LC) (Commercial) to Howard County Agricultural Society d/b/a Mighty Howard County Fair – Howard County Expo (Change of Officers)
9. Approval of Class B Native Wine Permit (WBN) to Plantpeddler, Inc d/b/a Plantpeddler
10. Approval of Pay Request #1 (Final) to Howard County for Vernon Road Reconstruction Project for \$200,873.86

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

1. Public Works
2. Police
3. Administration
4. Committee Updates

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

1. Public Hearing for Proposed Resolution Approving City Maximum Property Tax Dollars for Fiscal Year Ending June 30, 2021
2. Resolution Approving Maximum Property Tax Dollars for FYE June 30, 2021
3. Second Reading of Ordinance No. 481 Amending the Code of Ordinances by Amending Chapter 74.05 Pertaining to Golf Carts and Utility Trail Vehicles (UTVs)
4. Resolution Authorizing the Mayor to Enter into a Rental Service Agreement with City Laundering Co

COMMENTS FROM AUDIENCE:

CLOSED SESSION pursuant to Iowa Code 21.5 (j) to Discuss Potential Purchase of Real Estate

OPEN SESSION

ADJOURN:

**THIS NOTICE IS GIVEN AT THE DIRECTION OF THE MAYOR PURSUANT TO CHAPTER 21, CODE OF IOWA AND THE LOCAL RULES OF SAID GOVERNMENTAL BODY.
POSTED FEBRUARY 28, 2020.**

CITY NAME Cresco	NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY Fiscal Year July 1, 2020 - June 30, 2021	CITY CODE 45-421
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The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 3/2/2020	Meeting Time: 7:00 PM	Meeting Location: Cresco City Hall, 130 N Park Place, Cresco, IA 52136
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At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the Council will publish notice and hold a hearing on the proposed city budget.

City Web Site (if available): www.cityofcresco.com		City Telephone Number: (563) 547-3101		
Iowa Department of Management	Current Year Certified Property Tax 2019/2020	Budget Year Effective Property Tax 2020/2021**	Budget Year Proposed Maximum Property Tax 2020/2021	Annual % CHG
Regular Taxable Valuation	1 121,282,847	127,187,562	127,187,562	
Tax Levies:				
Regular General	2 \$982,391	\$982,391	\$1,030,219	
Contract for Use of Bridge	3 \$0	\$0		
Opr & Maint Publicly Owned Transit	4 \$0	\$0		
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	5 \$0	\$0		
Opr & Maint of City-Owned Civic Center	6 \$16,373	\$16,373	\$17,170	
Planning a Sanitary Disposal Project	7 \$0	\$0		
Liability, Property & Self-Insurance Costs	8 \$128,700	\$128,700	\$147,200	
Support of Local Emer. Mgmt. Commission	9 \$18,400	\$18,400	\$19,340	
Emergency	10 \$32,746	\$32,746	\$34,341	
Police & Fire Retirement	11 \$0	\$0		
FICA & IPERS	12 \$463,450	\$463,450	\$235,500	
Other Employee Benefits	13 \$0	\$0	\$249,800	
*Total 384.15A Maximum Tax Levy	14 \$1,642,060	\$1,642,060	\$1,733,570	5.57%
Calculated 384.15A Maximum Tax Rate	15 \$13.53910	\$12.91054	\$13.63004	

Explanation of significant increases in the budget:

The regular general tax levy increased due to increased cost of operations for all of the general fund departments. Increases in wages, electricity, supplies, repairs and maintenance, etc all factor into the increase in property tax revenues needed. Insurance expense increased overall. Employee Benefits Levy increased due to higher health insurance premiums. Note: Line #12 for the prior year was inadvertently reported on one line and should have been split \$232,950 FICA & IPERS and \$230,500 to Other Employee Benefits.

If applicable, the above notice also available online at:

www.cityofcresco.com

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

Mayor Bohle called the Cresco City Council meeting to order on February 17, 2020, at 6:00 pm at City Hall. Council Members Brenno, McCarville, Fortune, Bouska, and Carman were present. No council members were absent. Also present were Public Works Director Freidhof and City Clerk Girolamo.

The list of members for committees, boards and commissions was reviewed. Discussion was held regarding the duties and expectations of the committees. Rules regarding open and closed meetings were also discussed.

Carman moved to adjourn at 6:47 pm. Bouska seconded and it passed all ayes. The next regular Cresco City Council meeting will be February 17, 2020, at 7:00 pm at Cresco City Hall.

Mayor Mark Bohle

City Clerk Michelle Girolamo

Mayor Bohle called the Cresco City Council meeting to order on February 17, 2020, at 7:00 pm at City Hall. Council Members Brenno, McCarville, Fortune, Bouska, and Carman were present. No council members were absent.

Bouska made the motion to approve the consent agenda which included approval of the: agenda; claims; minutes of the February 5, 2020 meeting. Fortune seconded and it passed all ayes.

Public Works Director Freidhof reported: (a) snow removing has been quiet so they are able to do some tree trimming; (b) the wastewater plant is still working on the 30-horse power motor and we think the soft start has gone bad; (c) water department had some communication problems over the weekend so they are working with Verizon.

Police Chief Ruroden had nothing to report.

City Clerk Girolamo reported: (a) budget has been uploaded and working on entering the budget into the State Report; (b) will begin working on a budget amendment for the current year; (c) Census packets will be mailed in mid-March. The packet will have log-in information to file online. They will be due April 1st; (d) the Census will host a Recruitment Day on February 25th from 11 am-4pm at the Cresco Public Library for jobs which pay about \$17.50/hr.

Brenno reported the Park Board met and distributed survey results from which they received about 200 surveys. They have about \$15,000 pledged for the East Park Bleacher Project of the estimated \$45,000 needed. They applied for a \$5,000 Howard County Community Foundation Grant. They have 709 memberships which is about the same as a year ago. They continue thinking about the possible expansion project and look forward to the TIF training on March 30th.

Carman reported the Library Board met and discussed the budget.

Bohle reported the CIDC met and discussed the hope of a new restaurant coming to town as interested parties are looking at the Tel-U-Wut building. Bouska mentioned the possibility of a new brewery coming but nothing has been made official at this time.

Brenno made a motion to set a public hearing for March 16, 2020 for adoption of budget and certification of City taxes for fiscal year ending June 30, 2021. McCarville seconded and it passed all ayes.

Council had discussed a request to change the Code of Ordinances by amending Chapter 74.05 pertaining to hours of operation for utility trail vehicles (UTVs) in previous meetings. McCarville made a motion to leave the times for UTV operations as written in the Ordinance (sunrise to sunset with the exception of snow removal) and to continue with the proposed Ordinance to remove the requirement of a flag and slow-moving sign for UTVs. Carman seconded and Fortune, Brenno, Carman, and McCarville voted aye. Bouska voted nay. The motion passed by majority vote.

Mayor Bohle asked for comments from the audience and there were none.

Carman moved to adjourn at 7:10 pm. Bouska seconded and it passed all ayes. The next regular Cresco City Council meeting will be March 2, 2020, at 7:00 pm at Cresco City Hall.

Mayor Mark Bohle

City Clerk Michelle Girolamo

Following is a list of claims approved for payment:

ALLIANT	Elec	1,700.11
BAKER&TAYLOR	Books	900.35
BESTOR,KAYLA	Ref	13.28
BLASER,PERRY	Ref	10.67
BC/BS	Ins	645.07
BOB'S ELEC	Srvc	450.69
BODENSTEINER	Supp	139.71
CARDMEMBER SERV	DuesBooks	161.95
CITY LAUNDERING	Srvc	65.27
CITY OF CRESCO	Ins	3,308.33
CITY OF CRESCO	Util	23.92
COLLAB SUMMER LIB	Progr	179.90
CORRIDOR TECH	Srvc	352.00
COURTNEY LAWN	Srvc	480.00
CRAIG,SHEILA	Progr	100.00
CR SHOPPER	Ads	503.00
CR TPD	Ads	309.48
ELECT PUMP	Rprs	6,838.29
ELWOOD...	Atty	840.00
FAREWAY	Supp	643.29
FENCL OIL	LP	448.35
FENCO	Rprs	624.74
FOLEY'S CONST	Srvc	144.99
GORDON FLESCH	Maint	136.18
GOSCH'S	Srvc	2,267.37
GROUP SERV	Fee	194.25
H&S MOTORS	Srvc	332.27
HANSON TIRE	Srvc	2,954.89
HAWKEYE SAN	GarbRC	49,798.07
HEALTHY CONTR	Fee	25.40
HOLSTROM'S	Supp	51.00
HOVE,LARRIE	Ref	19.87
HOVEY OIL	Kero	190.39
HOW CO	ShrdLEC	9,186.68
IA MUNICIPAL	Dues	842.00
IA DNR	Cert	400.00
KEYSTONE	Analys	1,925.35
KWIK TRIP	Gas	5,782.73
LARSON,CARTER	Ref	12.19
MARCO	Copier	1,439.40
MEDIACOM	Phone	279.55
MEHMERT TILING	Srvc	303.50
MIENERGY	Elec	10,344.84
MK SERV	Equip	1,527.00
NORMAN,KYLE	Ref	8.75
NORTHERN BAL	Supp	124.75
NUWAY K&H	LP	220.13
O'HENRY'S	Unif	70.50
PAYROLL		70,951.91
POOL TECH	Chem	189.45
RILEY'S	Supp	20.90
RUPPERT	Supp	1,114.50
SAM'S	Equip	3,864.10

SCHUMACHER ELEV	Maint	159.12
SOLUTIONS	Supp	692.31
SPAHN&ROSE	Supp	89.52
STATE HYGIENIC	Analys	71.50
SWANK MOVIE	Lic	445.00
TREAS,JA	Taxes	7,260.00
UHC	Ins	27,917.64
UPPER EXP RPC	Fees	902.97
VISA	Supp	1,692.92
WHKS	Engr	3,328.00
WINDRIDGE IMP	Equip	965.67
GENERAL		142,266.79
LOST		692.31
NUISANCE		640.00
FIRE STATION BLDG		98.43
MEDIA COM		775.80
CR COMM FIRE		79.28
ROAD USE		19,730.36
EMPLOYEE BENE		7,179.75
REHAB HOUSE		902.97
WATER		15,242.22
WATER EQUIP		1,697.28
SEWER OP		35,658.62
CAP IMPR		1,630.72
YARDWASTE		391.43
EXPENDITURES		226,985.96
Revenues 2/6-2/17/20		222,877.53

STREET CLOSING/PARADE PERMIT

Application Date: 2-16-20 Name: Brad Burke w/FIT Running club

Mail to Address: 917 3rd St West Cresco Ia 52136

List streets to close or parade route: starting at N. Elm & 1st ave to North Elm & North Park Place
also South Park Place from N. Elm to just past Burke Auction Service 117 S. Park Place

Reason for Closure: Start & Finish also registration area for Brewa stew
5K Walk/Run & 15K Bike Events

Event Date: 3-21-20 Time: (from) 10 am (to) 7:30 P.M.

Signature of applicant: [Signature]

INCLUDE A MAP MARKING THE STREET OR STREETS YOU WISH TO HAVE CLOSED AND THE INDEMNITY AND HOLD HARMLESS AGREEMENT

PARADE REGULATIONS ARE LISTED BELOW.

60.08 PARADES REGULATED. No person shall conduct or cause any parade on any street except as provided herein:

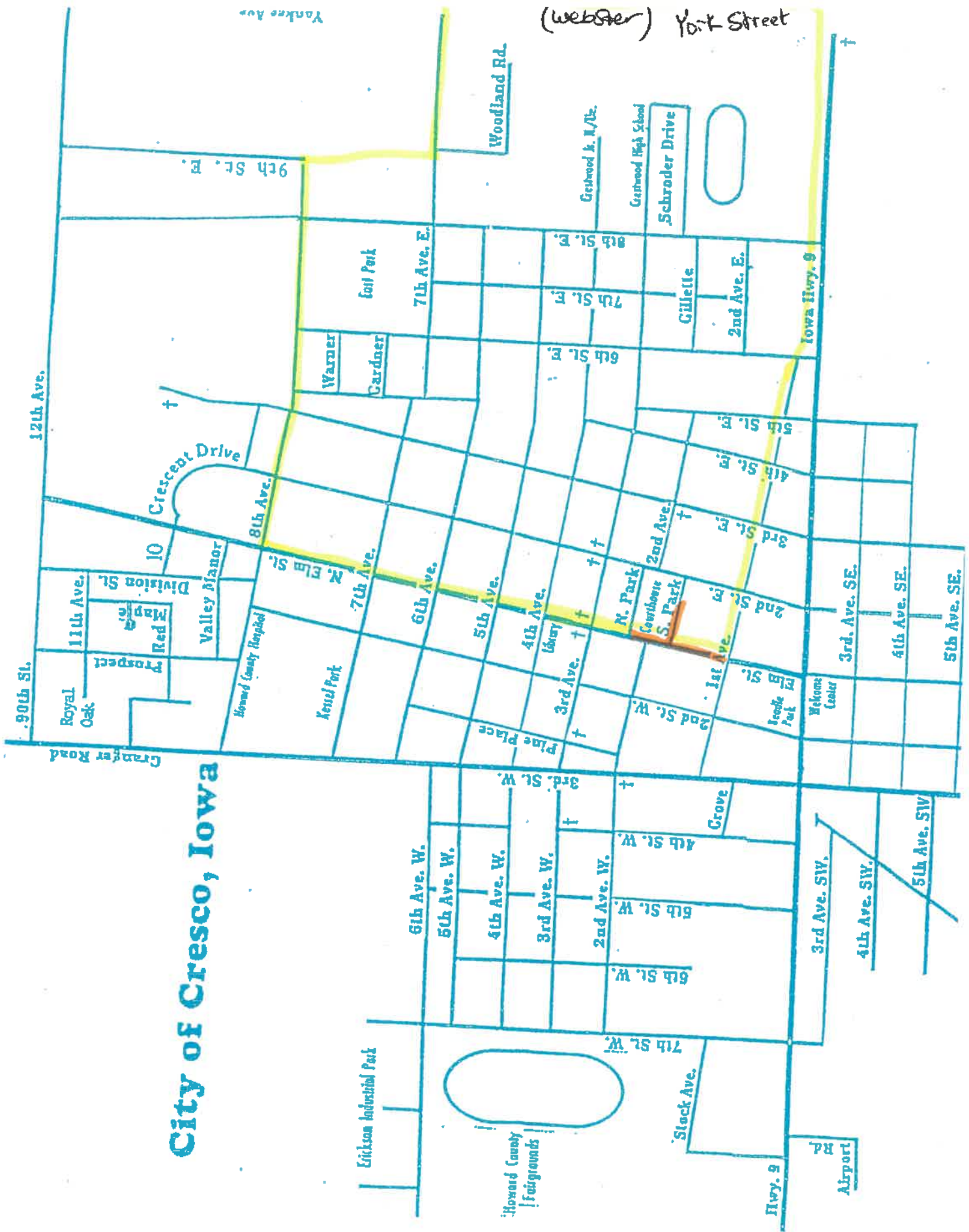
1. "Parade" Defined. "Parade" means any march or procession of persons or vehicles organized for marching or moving on the streets in an organized fashion or manner or any march or procession of persons or vehicles represented or advertised to the public as a parade.
2. Permit Required. No parade shall be conducted without first obtaining a written permit from the City Council. Such permit shall state the time and date for the parade to be held and the streets or general route therefor. Such written permit granted to the person organizing or sponsoring the parade shall be permission for all participants therein to parade when such participants have been invited by the permittee to participate therein. No fee shall be required for such permit. Permit forms are available at City Hall.
3. Parade Not a Street Obstruction. Any parade for which a permit has been issued as herein required, and the persons lawfully participating therein, shall not be deemed an obstruction of the streets notwithstanding the provisions of any other ordinance to the contrary.
4. Control by Police and Firefighters. Persons participating in any parade shall at all times be subject to the lawful orders and directions in the performance of their duties of law enforcement personnel and members of the Fire Department.

City Council
Date Approved: _____ Signature: _____

CC: Ambulance____, Police Dept.____, Fire Dept.____, Street Dept.____

Proposed Street Closure

City of Cresco, Iowa



(webster) York Street

Yankers Ave

Woodland Rd.

Geewood k. M/Dc.

Geewood High School

Schrader Drive

Font Park

Warner

Gardner

6th St. E.

7th St. E.

8th St. E.

Gillette

2nd Ave. E.

Iowa Hwy. 9

12th Ave.

Crescent Drive

8th Ave.

N. Elm St.

7th Ave.

6th Ave.

5th Ave.

4th Ave.

3rd Ave.

2nd Ave.

1st Ave.

2nd St. W.

1st St. W.

3rd Ave. SE.

4th Ave. SE.

5th Ave. SE.

90th St.

11th Ave.

Division St.

Maple St.

Red St.

Prospect

Valley Manor

Howard County Hospital

Kendal Park

N. Park

Geowhose

S. Park

2nd Ave.

3rd Ave.

4th Ave.

5th Ave.

6th Ave.

7th Ave.

8th Ave.

9th Ave.

10th Ave.

11th Ave.

12th Ave.

13th Ave.

14th Ave.

15th Ave.

16th Ave.

17th Ave.

18th Ave.

19th Ave.

20th Ave.

Granger Road

Erickson Industrial Park

Howard County Fairgrounds

Stock Ave.

Hwy. 9

RD.

Airport

Crovo

3rd Ave. SW.

4th Ave. SW.

5th Ave. SW.

6th Ave. W.

5th Ave. W.

4th Ave. W.

3rd Ave. W.

2nd Ave. W.

1st Ave. W.

6th St. W.

5th St. W.

4th St. W.

3rd St. W.

2nd St. W.

1st St. W.

3rd St. W.

4th St. W.

5th St. W.

6th St. W.

7th St. W.

8th St. W.

9th St. W.

10th St. W.

11th St. W.

12th St. W.

13th St. W.

14th St. W.

15th St. W.

16th St. W.

17th St. W.

18th St. W.

19th St. W.

20th St. W.

Applicant License Application (LE0002709)

Name of Applicant: <u>WEMARK22, LLC</u>		
Name of Business (DBA): <u>The Ox & Wren Spirits and Gifts</u>		
Address of Premises: <u>708 2nd Avenue SE</u>		
City <u>Cresco</u>	County: <u>Howard</u>	Zip: <u>52136</u>
Business	<u>(563) 547-3900</u>	
Mailing	<u>708 2nd Ave. S. E.</u>	
City <u>Cresco</u>	State <u>IA</u>	Zip: <u>52136</u>

Contact Person

Name <u>Carla Moser</u>	
Phone: <u>(563) 547-3900</u>	Email <u>oxnwren0401@yahoo.com</u>

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 04/01/2020

Expiration Date: 03/31/2021

Privileges:

- Class B Wine Permit
- Class C Beer Permit (Carryout Beer)
- Class E Liquor License (LE)
- Sunday Sales

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Aaron Wemark

First Name: Aaron **Last Name:** Wemark
City: Cresco **State:** Iowa **Zip:** 52136
Position: OWNER
% of Ownership: 100.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Old Republic Surety Company</u>	
Policy Effective Date: <u>04/01/2020</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration

(Change Officers)

Applicant License Application (LC0035094)

Name of Applicant: Howard County Agricultural Society

Name of Business (DBA): Mighty Howard County Fair – Howard County Expo

Address of Premises: 314 West 7th Street Fairgrounds

City Cresco County: Howard Zip: 52136

Business (563) 547-3400

Mailing P.O. Box 83

City Cresco State IA Zip: 52136

Contact Person

Name Thomas Barnes

Phone: (563) 547-4996 **Email** tbarnes@mhcfair.com

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 01/01/2021

Expiration Date:

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

BusinessType: Privately Held Corporation

Corporate ID Number: XXXXXXXXXX **Federal Employer ID** XXXXXXXXXX

Ownership

Mike Walton

First Name: Mike **Last Name:** Walton

City: Cresco **State:** Iowa **Zip:** 52136

Position: Vice President

% of Ownership: 0.00% **U.S. Citizen:** Yes

Thomas Barnes

First Name: Thomas **Last Name:** Barnes

City: Cresco **State:** Iowa **Zip:** 52136

Position: Executive Secretary

% of Ownership: 0.00% **U.S. Citizen:** Yes

Dan Ollendick

First Name: Dan **Last Name:** Ollendick

City: Cresco **State:** Iowa **Zip:** 52136

Position: Treasurer

% of Ownership: 0.00% **U.S. Citizen:** Yes

Jim Irvin

First Name: Jim

Last Name: Irvin

City: Riceville

State: Iowa

Zip: 50466

Position: President

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: National Casualty Company

Policy Effective Date: 01/01/2020

Policy Expiration 12/31/2020

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Applicant License Application (WBN000492)

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

Contact Person

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

Classification Class B Native Wine Permit (WBN)

Term: 12 months

Effective Date: 04/21/2020

Expiration Date: 04/20/2021

Privileges:

Class B Native Wine Permit (WBN)

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Rachel Gooder

First Name: Rachel **Last Name:** Gooder
City: Cresco **State:** Iowa **Zip:** 52136
Position: Vice President
% of Ownership: 51.00% **U.S. Citizen:** Yes

Mike Gooder

First Name: Mike **Last Name:** Gooder
City: Cresco **State:** Iowa **Zip:** 52136
Position: President
% of Ownership: 49.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company:	
Policy Effective Date:	Policy Expiration

PROJECT #: LFM-(VERNON RD)--7X-45 FINAL QUANTITIES/COST BREAKDOWN BY DIVISION 02/27/2020

LINE #	ITEM	UNITS	DMV I QTY	DIV II QTY	TOTAL QTY	UNIT PRICE	TOTAL COST	HOWARD COUNTY PROJECT COST DIV I	CITY OF CRESCO PROJECT COST DIV II	DMV CITY OF CRESCO ADJUSTED PROJECT COST	REMARKS
1	EXC CLASS 10 WASTE	CY	931.33	277.78	1209.1	\$5.50	\$6,650.05	\$5,122.32	\$1,527.73	\$0.00	Waived cost to city
2	MOD SUBBASE	CY	344.45	160.86	505.31	\$30.00	\$15,159.30	\$10,333.50	\$4,825.80	\$0.00	Waived cost to city
3	GRAIN SHLDR TYPE B	TON	2159.28	571.34	2730.6	\$19.95	\$54,475.47	\$43,077.64	\$11,398.23	\$11,398.23	
4	MACADAM STONE BASE	TON	1701.89	576.26	1777.7	\$19.95	\$35,465.12	\$23,967.23	\$11,496.39	\$0.00	Waived cost to city
5	STD SLIP FORM PCC, CL. C, CL. 3 DUR., 8"	SY	3110.77	1333.33	4444.1	\$46.20	\$205,317.42	\$143,717.57	\$61,599.85	\$0.00	Waived cost to city
6	PCC OVERLAY FURN ONLY	CY	2418.5	622	3040.5	\$131.00	\$398,305.50	\$316,823.50	\$81,482.00	\$118,043.13	Entire length in City of Cresco billed at slip form cost - this is a reduced paving cost to the
7	PCC OVERLAY PLACEMENT ONLY(W/HT/ETOP)	SY	11588.27	2938.67	14526.9	\$4.50	\$65,371.05	\$52,147.22	\$13,224.02	\$19,224.02	city. The cost of full depth excavation and paving at the E.O.P. paid by Howard County
8	PAYT INTERLAYER GEOTEXTILE	SY	11588.27	2938.67	14526.9	\$2.50	\$36,317.25	\$28,970.68	\$7,346.68	\$10,680.01	500' taper was necessary to transition to exist pavement).
9	REMOVAL OF PAVEMENT	SY	1733.33	1333.33	3066.6	\$5.00	\$15,333.00	\$8,666.65	\$6,666.65	\$0.00	Waived cost to city
10	DRIVEWAY PC CONC'R 7 INCH	SY	238.56	0	238.6	\$44.00	\$10,498.40	\$10,496.64	\$0.00	\$0.00	No paved entrances in city division
11	RMVL OF PAVED DRIVEWAY	SY	238.56	0	238.6	\$5.00	\$1,193.00	\$1,192.80	\$0.00	\$0.00	No paved entrances in city division
12	SAFETY CLOSURE	EACH	4	1	5.0	\$100.00	\$500.00	\$400.00	\$100.00	\$0.00	Waived cost to city
13	CONSTR SURVEY	LS	0.76	0.24	1.0	\$7,000.00	\$7,000.00	\$5,320.00	\$1,680.00	\$1,680.00	
14	PAINTED PAYT MKG WATERBORNE/SOLVENT	STA	166.96	39.04	206.0	\$34.00	\$7,004.00	\$5,676.64	\$1,327.36	\$1,327.36	
15	TRAFFIC CONTROL	LS	0.76	0.24	1.0	\$5,000.00	\$5,000.00	\$3,800.00	\$1,200.00	\$0.00	Waived cost to city
16	CD JOINT ASSEMBLY	EACH	0	18	18.0	\$80.00	\$1,440.00	\$0.00	\$1,440.00	\$1,440.00	PCC Patch in city division only
17	PATCHES FULL DEPTH FINISH BY AREA	SY	0	533.33	533.3	\$58.00	\$30,933.40	\$0.00	\$30,933.14	\$30,933.14	PCC Patch in city division only
18	PATCHES FULL DEPTH FINISH BY COUNT	EACH	0	1	1.0	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	\$1,000.00	PCC Patch in city division only
19	MOBILIZATION	LS	0.76	0.24	1.0	\$15,000.00	\$15,000.00	\$11,400.00	\$3,600.00	\$0.00	Waived cost to city
8001	#4 EPOXY COATED REBAR	EACH	51	0	51.0	\$3.00	\$153.00	\$153.00	\$0.00	\$0.00	Rebar item for paved entrances, no paved entrances in city division
8002	CONCRETE PROTECTION	SY	14937.63	4271.97	19209.6	\$1.00	\$19,209.60	\$14,937.63	\$4,271.97	\$4,271.97	
8003	ARTICLE 2316 PAVEMENT SMOOTHNESS	EACH	0.76	0.24	1	3,650.00	\$3,650.00	\$2,774.00	\$876.00	\$876.00	
								\$688,977.52	\$245,995.88	\$200,273.86	

↑
Amount due to
Howard County

Vernon Road - Reconstruction
Joint Project w/ Howard County
28E Agreement - County's Project

Pay Request #1 of Final

Resolution No. 032001

RESOLUTION APPROVING MAXIMUM PROPERTY TAX DOLLARS FOR FYE JUNE 30, 2021

Council Member _____ introduced the following proposed Resolution and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called:

AYES: _____

NAYS: _____

ABSENT: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION APPROVING MAXIMUM PROPERTY TAX DOLLARS FOR FYE JUNE 30, 2021

WHEREAS, the City Council of the City of Cresco has considered the proposed FY2021 City Maximum Property Tax Dollars for the affected levy total; and

WHEREAS, a notice concerning the proposed City Maximum Property Tax Dollars was published as required and posted on the city web site and social media accounts; and

WHEREAS, a public hearing concerning the proposed City Maximum Property Tax Dollars was held on March 2, 2020.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Cresco that the Maximum Property Tax Dollars for the affected tax levies for FY2021 shall not exceed the following total:

Total maximum levy for affected property tax levies - \$1,733,570

The Maximum Property Tax dollars requested in the total maximum levy for affected property tax levies for FY2021 represents an increase of greater than 102% from the Maximum Property Tax dollars requested for FY2021.

PASSED AND APPROVED this ____ day of _____, 2020.

Mayor Mark Bohle

ATTEST: _____
City Clerk Michelle Girolamo

ORDINANCE NO. 481

TRAFFIC AND VEHICLES

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESCO, IOWA BY AMENDING PROVISIONS PERTAINING TO GOLF CARTS AND UTILITY TRAIL VEHICLES (UTVs)

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

SECTION 1. SECTION MODIFIED. Chapter 74.05 of the Code of Ordinances of the City of Cresco, Iowa, is repealed and the following adopted in lieu thereof:

74.05 EQUIPMENT:

- A. Golf carts operated upon City streets shall be equipped with at least the following:
1. A slow moving vehicle sign
 2. A bicycle safety flag, the top of which shall be a minimum of five (5) feet from ground level
 3. Adequate and functioning brakes
 4. Brake lights
 5. Rear view mirror
 6. Muffler and exhaust system adequate to meet City noise ordinances
- B. UTVs operated upon City streets shall be equipped with at least the following:
1. Adequate and functioning brakes
 2. Brake lights
 3. Rear view mirror
 4. Muffler and exhaust system adequate to meet City noise ordinances

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

ADOPTION OF ORDINANCE NO. 481

Council Member _____ moved the adoption of the foregoing Ordinance and Council Member _____ seconded said motion. Thereupon the Mayor called for a roll call vote and the following Council members voted in favor of the adoption of the foregoing Ordinance:

And the following Council members voted against the adoption of the foregoing Ordinance:

The Mayor thereupon declared the Ordinance passed and adopted by affirmative vote by the Council and Ordinance No. 481 is approved and adopted this _____ day of _____, 2020.

CITY OF CRESCO

BY _____
Mayor Mark Bohle

ATTEST:

BY _____
City Clerk Michelle Girolamo

First Reading: 12/16/19

Second Reading: _____

Third Reading: _____

I certify that a summary of the foregoing was published as Ordinance No. 481 on the ___ day of _____, 2020.

City Clerk Michelle Girolamo

CHAPTER 74

GOLF CARTS AND UTVs (UTILITY TRAIL VEHICLES)

74.01 Purpose	74.07 Speed
74.02 Definitions	74.08 Passengers
74.03 Operation of Golf Carts and UTVs Permitted	74.09 Operation
74.04 Prohibited Streets	74.10 Permits
74.05 Equipment	74.11 Violation and Penalty
74.06 Hours	74.12 City Celebration Waiver

74.01 PURPOSE. The purpose of this chapter is to permit the operation of golf carts, as authorized by Section 321.247 of the Code of Iowa, as amended, and "UTVs" (utility trail vehicles), as authorized by Section 321.234A of the Code of Iowa, as amended, on certain streets in the City. This chapter applies whenever a golf cart or UTV is operated on any street or alley, subject to those exceptions stated herein.

74.02 DEFINITIONS.

1. "Golf cart" means a four wheeled recreational vehicle generally used for the transportation of person(s) in the sport of golf, that is limited in engine displacement to less than 800 cubic centimeters (or the electric equivalent) and total dry weight of less than 800 pounds. Note that a vehicle with the appearance of a "golf cart" but satisfying the requirements of 49 CFR 571.500 (i.e., is a "low speed vehicle") is not subject to this chapter but rather to the Code of Iowa 321.381A.

2. "UTV" means a motorized vehicle, with not less than four and not more than eight non-highway tires or rubberized tracks, that is limited in engine displacement to less than 1,500 cubic centimeters and in total dry weight to no more than 2,000 pounds and that has a seat that is of bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control.

74.03 OPERATION OF GOLF CARTS AND UTVS PERMITTED. Golf carts and UTVs may be operated upon the streets of the City by persons possessing a valid Iowa operator's license, and at least eighteen (18) years of age, except as prohibited in Section 74.09 of this chapter.

74.04 PROHIBITED STREETS. Golf carts and UTVs shall not be operated upon any City street that is a primary road extension through the City. However, golf carts and UTVs may cross such a primary road extension. Within the City of Cresco, "primary road extension" shall be taken to mean Highway 9 (2nd Avenue SE/SW), 3rd Street West (Granger Road), and 3rd Street SW (Protivin Road).

74.05 EQUIPMENT. Golf carts and UTVs operated upon City streets shall be equipped with at least the following:

1. A slow moving vehicle sign.
2. A bicycle safety flag, the top of which shall be a minimum of five (5) feet from ground level.
3. Adequate and functioning brakes.

4. Brake lights.
5. Rear view mirror.
6. Muffler and exhaust system adequate to meet City noise ordinances.

74.06 HOURS. Golf carts and UTVs may be operated on City streets only between sunrise and sunset, except that a UTV may be operated during prohibited hours to perform snow removal activities.

74.07 SPEED. Golf carts and UTVs shall be subject to posted speed limits, but in no case shall be operated at a speed in excess of twenty-five (25) miles per hour, or at a speed greater than that which is reasonable and proper for the existing conditions.

74.08 PASSENGERS. In addition to the operator, a golf cart or UTV operated on City streets or alleys may carry only one additional person (if there are no rear seats) or three additional persons (if the vehicle has rear seats), with no more than one person in a bucket seat or two people on a bench seat.

74.09 OPERATION.

1. Except as noted otherwise herein, any person operating a golf cart or UTV on City streets or alleys shall adhere to all traffic signs and signals, and all other traffic rules and regulations, and shall obey the orders and direction of any law enforcement officer authorized to direct or regulate traffic, or the direction of a fire department officer during a fire.
2. This chapter forbids the operation of golf carts and UTVs on City streets and alleys:
 - A. In a careless, reckless, or negligent manner.
 - B. While the operator is under the influence of any intoxicating or illegal substance.
 - C. While the golf cart or UTV is towing any item.
3. This chapter forbids the operation of golf carts and UTVs on:
 - A. Any recreational, bike or walking trail unless the trail is specifically designed to allow the use of motor vehicles.
 - B. Sidewalks.
 - C. City parks or any other land owned by the City.
 - D. Private property without the consent of the property owner.
4. Street Etiquette.
 - A. Except when executing a left turn, golf carts and UTVs shall be driven as close as practical to the right hand edge of any street.
 - B. When necessary to prevent congestion of traffic, golf carts and UTVs shall be pulled to the right hand edge of streets and be stopped to allow other motor vehicles traveling in the same direction to pass.
 - C. When two or more golf carts or UTVs are being operated in the same direction and general vicinity, they shall proceed in single file.

5. Helmets. Any passenger under the age of 16 in a golf cart or UTV being operated on a City street or alley shall wear a bicycle helmet at all times when the vehicle is in operation. It shall be the right of the operator of the golf cart or UTV to require all passengers, regardless of age, to wear protective head gear when the vehicle is in motion.

6. Parking: A golf cart or UTV may be parked on City streets or parking lots only in a designated parking spot.

74.10 PERMITS. No person shall operate a golf cart or UTV on any public street or alley for any purpose unless the operator possesses a City of Cresco permit to operate a golf cart or UTV on City streets.

1. DNR Registration at the County Recorder's Office is required for UTVs and the sticker must be prominently displayed on the UTV.

2. Golf cart and UTV owners need to apply for a permit from the City of Cresco Police Department to operate a golf cart or UTV on City streets.

3. A permit shall not be issued until the owner has provided the following:

A. Evidence that the permitted operator(s) is at least 18 years of age and possesses a valid Iowa driver's license.

B. Proof that the owner and all permitted operators have liability insurance covering operation of a golf cart or UTV on city streets with limits of liability at least as great as those required by the Code of Iowa chapter 321A.1.11 as amended.

C. Evidence of inspection and approval by the Police Department of the City of Cresco.

4. Any golf cart or UTV operated on the City streets shall display the City of Cresco permit sticker prominently on a rear fender or similar component.

5. All permits issued shall uniquely identify the name(s) and address(es) of the owner and all permitted operators and shall be for a specific golf cart or UTV, as evidenced by its serial number.

6. The fee for such permits shall be twenty-five dollars (\$25.00) per year. The fee will not be pro-rated for permits purchased during the year. The fee will not be refunded if the golf cart or UTV is sold, or the permit is suspended or revoked.

7. A permit will be valid between January 1 and December 31. Permits may be purchased at anytime during the year but will be valid only through December 31.

8. Additional operator(s) may be added during the year upon presentation of the required documentation but without an additional fee.

9. The permit may be suspended or revoked upon finding evidence that the owner or any permitted operator has violated the conditions of the permit or has abused the privilege of being a permit holder.

74.11 VIOLATION AND PENALTY. A violation of this chapter shall be considered a municipal infraction as defined at Chapter 4.01 of this Code of Ordinances and shall be punishable as provided in Chapter 4.03 of this Code of Ordinances.

1. For a first offense, the civil penalty shall be \$100.00 and revocation of the City of Cresco permit for a period of 60 days.
2. For a second offense the civil penalty shall be \$200.00 and revocation of the City of Cresco permit for a period of 730 days.
3. For a third or subsequent offense the civil penalty shall be \$300.00 and permanent revocation of the City of Cresco permit.
4. To all of the above fines shall be added the criminal penalty surcharge and costs pursuant to the Iowa Code.

74.12 CITY CELEBRATION WAIVER. This chapter shall be waived for golf carts and UTVs used by officials, workers and volunteers in a City celebration.

(Ch. 74 – Ord. 448 – Dec. 13 Supp.)

[The next page is 375]

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A RENTAL SERVICE AGREEMENT WITH CITY LAUNDERING CO

WHEREAS, the City of Cresco intends to continue to offer rental/laundry services for required Hi-Vis Shirts for the Public Works Employees; and

WHEREAS, City Laundering Co will provide services set forth in the agreement.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized and directed to sign the Rental Service Agreement with City Laundering Co of Oelwein, Iowa.

Council Person _____ moved the adoption of the foregoing Resolution and Council Person _____ seconded said Motion. Following discussion, a roll call vote was requested by Mayor and said roll call resulted as follows:

Ayes: _____
Nays: _____
Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the Rental Service Agreement between the City of Cresco and City Laundering Co is approved and that the Mayor is authorized to execute the contract on behalf of the City of Cresco.

PASSED AND APPROVED THIS ____ DAY OF _____, 2020.

BY: _____
Mayor Mark Bohle

ATTEST: _____
City Clerk Michelle Girolamo



City Laundering Co Rental Service Agreement

Account: 190575-1-00,01,02

Customer	Sales	Office
Effective Start Date of Service Agreement		
Expiration Date of Service Agreement		

1700 So. Frederick | P.O. Box 622 | Oelwein, IA 50662 | (800) 798-5621 | Fax (319) 283-5636 | www.citylaundering.com

Business Name: City of Cresco
Address: 130 N Park Place Cresco, IA 52136
Phone: 563-547-3101

This Agreement made this _____ day of _____
 City Laundering Co. hereafter referred to as "Supplier," and the undersigned, hereafter referred to as "Customer," agree, the one with the other, on the following whereby the Customer rents garments and/or other merchandise from Supplier.

CHANGES/SIZES	DESCRIPTION	PRICE	CHANGES/SIZES	DESCRIPTION	PRICE
	EW Account				
1	3x5 Complete Comfort Mat	\$3.02	5 Changes	65/35 Pants/Hi-Vis Shirts	\$9.30
			5 Changes	Hi-Vis Shirts Only	\$4.65

- Supplier agrees to furnish the above-referenced uniforms and items, as well as such other additional uniforms and items as may be subsequently requested by the Customer. If additional items are requested, those items will automatically become a part of and subject to the terms of this agreement. Customer agrees to rent exclusively from Supplier and to assume responsibility for all items on this agreement plus any others subsequently requested by Customer and furnished by Supplier. If any rental items furnished to the Customer are lost, damaged, destroyed or abused while in the Customer's possession from any cause other than normal wear, the Customer shall then be subject to a replacement charge for those items.
- The term of this rental agreement shall be for ~~seventy-two (72)~~ ^{Sixty (60)} months from the effective start date of this agreement. Customer agrees this agreement [] will, [X] will not automatically renew for one (1) like term. _____ (Initial)
- The terms of this agreement shall apply to all increases or additions in merchandise and related services. **Charges may be imposed or charged from time to time by written notice to the customer. The sending of an invoice to the Customer containing such charges shall be construed as such written notice.** Since company's cost of doing business, such as costs of labor, materials, utilities, transportation and supplies may fluctuate, Customer agrees that all charges may be adjusted annually. It is hereby agreed that such price adjustments shall not exceed 7% per year. Pricing on this agreement is agreed to by company and Supplier upon signing. **The offer of lower pricing by another Supplier is not a valid reason to breach this agreement.**
- Customer acknowledges that Supplier inquired regarding any obligations with any other party for services which are the subject of this agreement, and Customer assures Supplier that none exist. No inducement has been made by Supplier for Customer to improperly terminate any pre-existing service agreement with another party. The Customer acknowledges receipts of this contract.
- The person signing on behalf of the Customer warrants to the supplier that he/she has the authority and power to execute this agreement on behalf of the Customer, and that the Customer has full knowledge of this agreement. Acceptance of the first delivery shall constitute acknowledgment by the Customer of the authority of the person executing this agreement. Customer has read this agreement in its entirety, understands it and as a merchant agrees to its terms.
- This agreement is subject to the additional terms and conditions set forth on the following pages hereof, all of which are incorporated in, and made part of this agreement

Initial Here: City Laundering _____ Customers _____

7. All garments and other merchandise supplied under this agreement shall remain the property of Supplier, except that if this agreement is cancelled by the Customer for any reason prior to its regular expiration. Customer agrees to purchase said garments and merchandise at fair market value. Customer recognizes that in establishing service, Supplier has made a substantial capital investment in this account. If this agreement is terminated early, it is agreed that Supplier's damages will be substantial and difficult to ascertain. In recognition of these facts, it is agreed that in the event the Customer terminates service for any reason, at any time other than at contract expiration date, Customer shall pay Supplier as liquidated damages, and not as a penalty, an amount equal to 50 percent of the average weekly rental charges charged during the previous weeks of the contract period multiplied by the number of weeks remaining in this agreement. Upon payment of said amount and delivery to Supplier of all textiles covered by this agreement, Customer will be relieved from payment of future rental charges.
8. Textile Use:
 - a. The Customer may use the textiles for all purposes that are incidental to the Customer's normal activities. The Customer shall NOT use textiles to clean up spills of hazardous waste, as defined by applicable local, state and federal regulations.
 - b. The Customer shall not pour excess solvents or any other chemicals onto textiles as a means of disposing of excess solvents or chemicals.
 - c. The Customer shall establish and maintain at all times a collection system that complies with all applicable local, state and federal environmental and workplace regulations.
9. Collection of soiled textile:
 - d. If the soiled textile bears free liquid, the Customer will use a collection system or other process to remove this free liquid.
 - e. If the soiled textile does not bear free liquid, the Customer may place it in a soiled textile holder outside of a collection system prior to its transportation to the textile rental Company.
10. **WARNING! In the event that under this agreement rental garments are furnished to the customer, it is the customer's responsibility to identify risks and hazards in the workplace and to protect employees. The Supplier denies all responsibility for injury due to fire or chemical burn. If said garments are intended to be used by persons working near molten metal, sparks, or flames, or where caustic chemicals might spill or splash, 100% cotton or standard 65% Polyester/35% Cotton fabrics offer no protection against these hazards. Customer acknowledges this warning and hereby agrees to indemnify and hold harmless Supplier from any and all claims or damages arising out of any complaint that the garments were inadequate for said protection.**
11. The Customer agrees that the Supplier may take a periodic inventory upon the premises of the Customer. Customer grants Supplier the right to enter the premises and to recover its merchandise.
12. This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors or assigns. No waivers or statements made by any representative of the Supplier shall be valid unless set forth herein.
13. If a Customer is leasing garments, Customer agrees to pay the weekly charge per employee. Weekly rental charge begins on the date of first delivery. The first delivery shall include a preparation charge for each garment issued to wearer of \$1.25. The preparation charge is subject to change as the Supplier's costs change. Rental rates listed on said agreement will be subject to SimpliCity and CAM charges.
14. Customer agrees to indemnify, reimburse and hold Supplier harmless from and against any and all claims, losses, liabilities, demands, suits, judgments, or causes of action and all legal proceedings whether civil or criminal, penalties, fines and other sanctions and any costs and expenses in connection therewith, including attorney's fees and expenses, which may result from or arise in any matter as a result of any act or omission on the part of Customer with respect to the textiles or garments leased, if any hereunder. Customer shall indemnify or reimburse Supplier for any attorney fees, court costs and expenses incurred by Supplier in any attempt to collect amounts owed under the agreement in the event the agreement is unreasonably terminated by Customer in violation of terms set forth in this agreement. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.
15. **Supplier agrees to furnish the Customer with garments and other merchandise freshly laundered, mended and finished to industry standards. Supplier warrants to give good service to the Customer. The Customer shall have the right to terminate this agreement by giving Supplier written notice that service or quality problems exist. Said written notice shall be provided to the business manager of Supplier, which shall mean the person who has authority to sign contracts and make similar business decisions for Supplier. Supplier then shall have thirty (30) days from receipt of said written notice to correct said problems. If problems are not corrected in thirty (30) days by Supplier, the contract may be terminated by Customer.**

This agreement is subject to an addendum: Yes _____ No _____ If yes is checked, see attachment.

CITY LAUNDERING CO.

CUSTOMER

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Manager's Signature _____

Email Address _____

Would you like a copy of the contract *emailed / mailed* to you?