

NOTICE AND CALL OF PUBLIC MEETING

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA
DATE OF MEETING: JANUARY 9, 2023
TIME AND PLACE OF MEETING: 5:30 P.M. CITY HALL, 130 N PARK PLACE

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: KRIENER, McCONNELL, 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 December 19, 2022
4. Approval of Minutes from December 28, 2022 Worksession
5. Approval of Class E Liquor License to Casey's Marketing Company d/b/a Casey's General Store #2511
6. Approval of Application for Tax Abatement under the Urban Revitalization Plan for Aaron & Melissa Hvitved
7. Approval of Application for Tax Abatement under the Urban Revitalization Plan for Kristopher & Erica Sajdak
8. Approval of Tree Surgeon License for Andera Tree Service LLC

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

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

COMMENTS FROM AUDIENCE: *(This portion of the agenda is for comments that are not related to one of the items listed on the agenda. Comments can only be received. No formal action by the Council can be taken. Those making public comments will be asked to state their name and address, and to speak from the podium.)*

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

1. Discuss Gatlin Keehner Academy Contract and Reimbursement
2. Jason Passmore Update on Revolving Loan Funds and IEDA Community Catalyst & Remediation Grant Program
3. Motion to Award Hotel/Motel Tax Grants for Tourism Projects

4. Motion to Declare a Public Purpose for the \$20,000 Payment to Howard County Business & Tourism in Accordance with the 28E Agreement
5. Motion to Declare a Public Purpose for the \$8,000 Payment to Northeast Iowa Regional Housing Trust Fund in Accordance with the 28E Agreement
6. Request for Sewer Adjustment for Water not Entering the Sanitary Sewer System from Phillip and Kim Ollendieck for Dulcie Ollendieck
7. Request for Sewer Adjustment for Water not Entering the Sanitary Sewer System from Matt Munkel
8. Discuss Hawkeye Sanitation Dumpster Contract
9. Discuss Proposed Budget Requests for FY2024

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 JANUARY 6, 2023.

Mayor Brenno called the Cresco City Council meeting to order on December 19, 2022, at 5:30 pm. Council Members Kriener, McConnell, Fortune, Bouska, and Carman were present. No council members were absent.

Mayor Brenno moved the Howard County Agricultural Society liquor license application from the consent agenda to the business section.

Carman made the motion to approve the consent agenda which included approval of the: agenda; claims; minutes from the December 5 meeting and December 14, 2022 special meeting; Class E Liquor License (LE) for JAGDAMBE LLC d/b/a Cresco Mart; Excavator Licenses for: James Henry dba Henry's Backhoe Service, Mracek Plumbing, Heating & Electric LLC, Mehmert Tiling Inc, Skyline Construction Inc, Mudslingers Inc; Tree Surgeon Licenses for: Tarzan Tree Service LLC, Total Tree Care LLC, Tim Walton Tree Service, Wilson Custom Tree Trimmers LLC; tax abatement under the Urban Revitalization Plan for Next Level Holdings Series 5 for 1125 Cambridge Street, 1119 Cambridge Street, and 540 York Street; approval of pay request #2 (final) for \$6,194.01 to Heartland Asphalt for the Pickleball Court Project. Bouska seconded and it passed all ayes.

Public Works Director Widell reported: (a) street department has been busy with snow removal and a reminder for the public that sidewalks need to be shoveled within 24 hours of each snowfall; (b) met with Tim Wilson from Dixon Engineering about the Water Tower Project. Hoping to go out for bids next month and work to be done in spring of 2023 or 2024; (c) met with Angie Kolz from WHKS about the Nutrient Reduction plan. She will update our plans and price out options to give us a rough idea of what needs to be done and when.

Police Chief Ruroden reported they have been busy issuing parking tickets. Officer Keehner graduated from the ILEA academy on Friday and he submitted his resignation today.

Deputy Clerk Hill reported: (a) financial statements were enclosed and we are on budget; (b) budget worksession will be December 28, 2022; (c) January meetings will be January 9th and 23rd due to holidays.

Fortune reported the Theatre has been busy with schools visiting the Theatre. They are expecting over 400 kids from Riceville School and Holy Trinity School this week.

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

Mayor Brenno performed the third reading of summary of proposed Ordinance 501 which amends the Code of Ordinances of the City of Cresco, Iowa, pertaining to recreational vehicles. Bouska made the motion to approve the third reading of summary of proposed Ordinance 501. Fortune seconded and it passed all ayes. Bouska made the motion to approve Ordinance No. 501 adding a new Chapter 81 of the Code of Ordinances of the City of Cresco, Iowa, pertaining to recreational vehicles. McConnell seconded and it passed all ayes.

Carman made the motion to approve Class C Liquor License (LC) Howard County Agricultural Society d/b/a Mighty Howard County Fair – Howard County Expo Center pending proof of Dramshop Insurance. McConnell seconded and it passed all ayes.

Carman moved to adjourn at 5:39 pm. McConnell seconded and it passed all ayes. The next regular Cresco City Council meeting will be January 9, 2023, at 5:30 pm at Cresco City Hall.

Mayor David J. Brenno

City Clerk Michelle Elton

Following is a list of claims approved for payment:

ACCESS SYSTEMS	Copier	123.72	MURPHY TRA Svc	1,770.21
ALLIANT	Elect	2,247.47	NC LAB Supp	89.01
ANDERSON, WILMARTH	Attny	1,657.00	O'HENRY'S Supp	12.00
BAKER&TAYLOR	Books	913.84	PAYROLL CHECKS	86,769.37
BC/BS	Ins	35,968.22	PETTY CASH Postage	250.38
BODENSTEINER	Supp	911.74	POSTMASTER Fees	275.00
CAPITAL SANTRY SUPP	Supp	216.14	PUSH PEDAL Svc	200.00
CARDMEMBER SRVC	Supp	350.20	RELIANCE Lif Ins	156.80
CITY LAUNDERING	Svc	67.49	SAM'S Conces	1,074.16
CITY OF CRESCO	Ins	4,217.38	SPAHN&ROS Supp	245.39
CITY OF CRESCO	Util	26.41	STATE HYGIE Analys	74.00
CPU	Svc	299.99	T&W GRINDI Svc	3,750.00
COURTNEY LAWN	Svc	500.00	TREAS,IA Taxes	6,247.78
CREATIVE PRODUCT	Supp	416.58	UP2U FILMS Movie	186.55
CR TPD	Notices	445.89	VISA - CITY F Supp	1,412.30
CRESCO TOWING	Rprs	3,184.40	WALTON,TIM Svc	442.80
DM STAMP	Stamp	29.50	WELPER, BLA Training	3,770.49
DISNEY	Movie	69.85	WHKS Engr	16,440.32
FAREWAY	Conces	795.98	WILGENBUSC Windows	17,898.63
FILLMORE CO JOUR	Ad	330.00		
FORTE PMT	Fees	291.40	BY FUND:	
GORDON FLESCH	Copier	256.99	GENERAL	163,302.06
GOSCH'S INC	Svc	260.00	EV CHARGING STATION	45.10
HANSON TIRE	Svc	1,599.15	NUISANCE HOUSE	768.00
HAWKEYE SAN	Gb/Rc	47,997.63	FIRE STATION BUILDING	85.29
HAWKINS	Chems	90.00	CRESCO COMMUNITY FIF	853.65
HEARTLAND ASPHALT	Pickleball Pr	6,194.01	ROAD USE TAX	19,322.11
HEWETT	Conces	288.20	EMPLOYEE BENEFITS	9,786.21
HOVDEN OIL	Oil	1,141.25	PARK TRUST	6,194.01
HOVEY OIL	Fuel	2,032.70	DOWNTOWN CROSSWALI	1,240.32
IA PAA	Dues	100.00	WATER	18,411.41
JD FIN	Supp	1,269.07	SEWER OPERATIONS	31,850.31
KWIK TRIP	Gas	4,078.99	PROPRIETARY CAP IMPRC	15,228.32
LT MECHANICAL	Rprs	1,941.24	YARDWASTE	3,913.99
MEDIACOM	Phone	318.70		
MEHMERT TILING	Svc	437.00	Total Expenditures	271,000.78
MIENERGY	Elec	8,867.46	Revenue 12/6-12/19/22	307,132.85

Mayor Brenno called the Cresco City Council worksession to order on December 28, 2022, at 5:00 pm. Council Members Kriener, McConnell, Fortune, Bouska, and Carman were present. No council members were absent.

Elton presented the proposed budget showing an overall loss of \$1,449,114. The key numbers to consider are the general funds because these are used when the City gets a bond rating. Bond rating also looks at the fund balances. The better bond rating will result in lower interest rates when the City borrows money. The General Funds have a budgeted loss of \$632,818 so cuts need to be made especially in the LOST fund for equipment and projects.

Project and equipment purchase requests were reviewed and some items were moved to future fiscal years due to inflation and supply issues.

Recommended changes will be made to the budget and another budget worksession may be scheduled.

Council discussed the City Clerk and Deputy Clerk positions and will reevaluate in the spring.

Carman moved to adjourn the worksession at 7:02 pm. McConnell seconded and it passed all ayes. The next regular Cresco City Council meeting will be January 9, 2023, at 5:30 pm at Cresco City Hall.

Mayor David J. Brenno

City Clerk Michelle Elton



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
CASEY'S MARKETING COMPANY	CASEY'S GENERAL STORE #2511	(563) 547-2427		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
601 2ND AVE S.W.		Cresco	Howard	52136
MAILING ADDRESS	CITY	STATE	ZIP	
1 SE CONVENIENCE BLVD	Ankeny	Iowa	50021	

Contact Person

NAME	PHONE	EMAIL
Madison Paulson	(515) 381-5974	madi.paulson@caseys.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0002855	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Mar 1, 2023	Feb 29, 2024	

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
ERIC LARSEN	Ankeny	Iowa	50023	TREASURER	0.00	Yes
SCOTT FABER	Johnston	Iowa	50131	SECRETARY	0.00	Yes
BRIAN JOHNSON	JOHNSTON	Iowa	50131	VICE PRESIDENT	0.00	Yes
DOUGLAS BEECH	ANKENY	Iowa	50021	ASSISTANT SECRETARY	0.00	Yes
SAMUEL JAMES	ANKENY	Iowa	50021	PRESIDENT	0.00	Yes
42-0935283 CASEY'S GENERAL STORE, INC.	ANKENY	Iowa	50021	OWNER	100.00	Yes
JESSICA GENERAL STORES	Urbandale	Iowa	50322			

Insurance Company Information

APPLICATION FOR TAX ABATEMENT UNDER THE
AMENDED AND RESTATED (2016) CRESCO URBAN REVITALIZATION PLAN
FOR CRESCO, IOWA

Prior Approval for Intended Improvements

Approval of Improvements Completed

FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE AMENDED AND RESTATED (2016) CRESCO URBAN REVITALIZATION PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF CRESCO, IOWA.

The Amended and Restated (2016) Cresco Urban Revitalization Plan allows property tax exemptions as follows:

Residential: All qualified real estate assessed as residential property is eligible to receive a one hundred percent (100%) exemption from taxation on the first seventy-five thousand dollars (\$75,000) of actual value added by the eligible improvements. The exemption is for a period of five (5) years. Actual assessed value must increase at least 10% due to the improvements.

Residential with Three or More Separate Dwelling Units: All qualified real estate assessed as residential property under Iowa Code Section 441.21(14)(a)(6) on or after January 1, 2022, having three or more separate dwelling units, is eligible to receive a fifty percent (50%) exemption from taxation on the actual value added by the improvements. The exemption is for a period of ten (10) years. Actual assessed value must increase at least 10% due to the improvements.

Commercial: All qualified real estate assessed as commercial property is eligible to receive a one hundred percent (100%) exemption on the actual value added by the eligible improvements. The exemption is for a period of three (3) years. Actual assessed value must increase at least 10% due to the improvements.

Multi-residential (Prior to January 1, 2022): All qualified real estate assessed prior to January 1, 2022 as commercial property or multi-residential property, if the commercial or multi-residential property consists of three or more separate living quarters with at least seventy-five percent of the space used for residential purposes, is eligible to receive a one hundred percent (100%) exemption from taxation on the actual value added by the eligible improvements constructed prior to January 1, 2022. The exemption is for a period of three (3) years. Actual assessed value must increase at least 10% due to the improvements.

In order to be eligible, the property must have been located in the Cresco Urban Revitalization Area when the improvements were made. The Area includes:

All property located within the Cresco corporate limits as of March 21, 2016. Any property annexed into the City in the future shall automatically be included in the Area as of the effective date of the annexation.

*This application must be filed with the City by February 1st of the assessment year for which the exemption is first claimed, but not later than two (2) years after the February 1st following the year that the improvements are first assessed for taxation.

Address of Property: 111 2nd st W

Legal Description: N93' W 1/2 Lot 11 + N 50' Lot 12 Blk 16 Cresco Plat

Title Holder or Contract Buyer: Aaron + Melissa Huitved

Address of Owner (if different than above): 3243 Pole Line Rd

Phone Number (to be reached during the day) 2

Email Address: aaron.l.h.

Existing Property Use: Residential Commercial Split (Commercial/Residential)

Residential (with 3 or more units) Number of Separate Dwelling Units:

Proposed Property Use: Residential Commercial Split (Commercial/Residential)

Residential (with 3 or more units) Number of Separate Dwelling Units:

Nature of Improvements: New Construction Improvements to Existing Structure

Specify: Remodel

Permit Number(s) from the City of Cresco: _____

Date Permit(s) Issued: _____

Permit(s) Valuation: _____

Estimated or Actual Date of Completion: 12-1-2022

Estimated or Actual Cost of Construction/Improvements: _____

Signature: [Signature]
Name (Printed) ~~Owner~~ Aaron Hvitved
Title: owner
Company: Ameriprise
Date: 1-3-23

This Application is a summary of some of the Plan terms; for complete information, read a copy of the AMENDED AND RESTATED (2016) CRESCO URBAN REVITALIZATION PLAN, available at City Hall.

This Application must be filed with the City Clerk at City Hall, 130 N Park Pl, Cresco IA 52136.

FOR CITY USE:

CITY COUNCIL	Application Approved/Disapproved _____
	Reason (if disapproved) _____
	Date _____
	Attested by the City Clerk _____
ASSESSOR	Present Assessed Value of Structure _____
	Assessed Value with Improvements _____
	Eligible or Not Eligible for Tax Abatement _____
	Assessor _____ Date _____

APPLICATION FOR TAX ABATEMENT UNDER THE
AMENDED AND RESTATED (2016) CRESCO URBAN REVITALIZATION PLAN
FOR CRESCO, IOWA

____ Prior Approval for Intended Improvements

____ Approval of Improvements Completed

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All property located within the Cresco corporate limits as of March 21, 2016. Any property annexed into the City in the future shall automatically be included in the Area as of the effective date of the annexation.

*This application must be filed with the City by February 1st of the assessment year for which the exemption is first claimed, but not later than two (2) years after the February 1st following the year that the improvements are first assessed for taxation.

Address of Property: 1239 Cambridge Ct

Legal Description: Lot 1 of 2 & Lot 3 Ex N 51' Block 3 Webster's Fourth Addn

Title Holder or Contract Buyer: Kristopher M & Erica A Sajdak

Address of Owner (if different than above): _____

Phone Number (to be reas _____

Email Address: KrisS

Existing Property Use: Residential Commercial Split (Commercial/Residential)

Residential (with 3 or more units) Number of Separate Dwelling Units: _____

Proposed Property Use: Residential Commercial Split (Commercial/Residential)

Residential (with 3 or more units) Number of Separate Dwelling Units: _____

Nature of Improvements: X New Construction Improvements to Existing Structure

Specify: New house, 2021 sq ft

Permit Number(s) from the City of Cresco: _____

Date Permit(s) Issued: _____

Permit(s) Valuation: _____

Estimated or Actual Date of Completion: 4/7/2022

Estimated or Actual Cost of Construction/Improvements: _____

Signature: Kris Sajdak

Name (Printed) Kris Sajdak

Title: _____

Company: _____

Date: 12/7/2022

This Application is a summary of some of the Plan terms; for complete information, read a copy of the AMENDED AND RESTATED (2016) CRESCO URBAN REVITALIZATION PLAN, available at City Hall.

This Application must be filed with the City Clerk at City Hall, 130 N Park Pl, Cresco IA 52136.

FOR CITY USE:

CITY COUNCIL	Application Approved/Disapproved
	Reason (if disapproved) _____
	Date _____
	Attested by the City Clerk _____
ASSESSOR	Present Assessed Value of Structure _____
	Assessed Value with Improvements _____
	Eligible or Not Eligible for Tax Abatement _____
	Assessor _____ Date _____

**CITY OF CRESCO
CASH & INVESTMENT BY FUND
AS OF DECEMBER 31, 2022**

	CASH BALANCE	MONEY MKT BALANCE	CD BALANCE	OTHER BANK BALANCE	FUND BALANCE
001 General Fund	35,357.79	408,300.00	1,015,000.00	-	1,456,657.79
001 General Fund - Theatre	-	-	-	4,761.59	4,761.59
001 General Fund - Credit Card Processing	-	-	-	3,500.00	3,500.00
001 General Fund - RAGBRAI	-	-	9,043.61	-	9,043.61
002 General Fund-Hotel/Motel	539.95	23,000.00	15,000.00	-	38,539.95
022 Local Option Tax Project	54,713.57	741,500.00	1,180,000.00	-	1,976,213.57
060 EV Charging Station	1,552.91	6,000.00	-	-	7,552.91
065 Nuisance House Fund	433.38	10,000.00	-	-	10,433.38
078 Fire Station Building	481.45	2,000.00	-	-	2,481.45
087 Equipment Replace	436.08	18,000.00	20,000.00	-	38,436.08
090 Office/Computer Equip.	488.55	14,500.00	10,000.00	-	24,988.55
091 Street Equipment Trust	747.17	82,000.00	50,000.00	-	132,747.17
092 Theatre Trust	1,584.03	10,000.00	55,000.00	-	66,584.03
094 Airport Trust	169.92	4,000.00	75,000.00	-	79,169.92
098 Cresco Community Fire	27.66	12,500.00	50,000.00	-	62,527.66
110 Road Use Tax Fund	455.44	93,500.00	650,000.00	-	743,955.44
112 Employee Benefits Trust	829.36	181,500.00	700,000.00	-	882,329.36
119 Emergency Fund	45.75	2,000.00	18,000.00	-	20,045.75
160 CIDC/CityRevol.Loan-bus.	414.92	7,000.00	120,000.00	-	127,414.92
177 Police Forfeiture Fund	240.13	-	-	-	240.13
182 Rehab Housing	489.60	48,500.00	-	-	48,989.60
183 Equip.Repair-Fitness Ctr	11,912.37	50,000.00	55,000.00	-	116,912.37
184 City Park Trust	186.12	2,500.00	15,000.00	-	17,686.12
185 Recreation Supply	916.83	3,000.00	5,000.00	-	8,916.83
186 Park Tree Trust	368.98	9,000.00	-	-	9,368.98
188 Fire Equipment Trust	1,318.19	7,000.00	60,000.00	-	68,318.19
189 Library Trust	5,319.77	10,000.00	90,000.00	-	105,319.77
200 Debt Service Fund	6,404.59	24,000.00	220,000.00	-	250,404.59
322 Scene Shop Project Fund	238.18	3,500.00	10,000.00	-	13,738.18
323 ARPA Grant Project	386.89	6,500.00	445,000.00	-	451,886.89
324 Downtown Crosswalk Project	240.25	4,000.00	-	-	4,240.25
600 Water Utility Fund	2,807.91	113,500.00	270,000.00	-	386,307.91
601 Water Deposit Trust	197.55	9,000.00	25,000.00	-	34,197.55
602 Water Utility Replacement	556.48	127,500.00	440,000.00	-	568,056.48
610 MSSU Revenue	4,775.45	129,500.00	450,000.00	-	584,275.45
612 MSSU Operation/Maint	284.46	-	-	-	284.46
613 MSSU Replacement	527.20	104,000.00	1,130,000.00	-	1,234,527.20
614 MSSU Rev.Bond Int	200.54	-	63,000.00	-	63,200.54
620 Cap Imp Water, Sewer, Storm	548.79	23,500.00	100,000.00	-	124,048.79
670 Yard Waste Fund	239.94	12,000.00	70,000.00	-	82,239.94
820 Health Ins Partial Self Fund	-	-	100,000.00	40,512.06	140,512.06
Totals	136,438.15	2,300,800.00	7,515,043.61	48,773.65	10,001,055.41
	1%	23%	75%	0%	<u>10,001,055.41</u>

Checking - Cresco Bank & Trust (operating)	0.10%	136,438.15	
Checking - CB&T (credit cards)	0.00%	3,500.00	
Theatre Checking (CB&T)	0.00%	4,761.59	
Money Market - Cresco Bank & Trust	2.35%	2,300,800.00	12/29/22 rate increased to 3.25%
MMKT Hlth Ins Partial Self Funded	1.57%	40,512.06	12/13/22 rate increased to 2.5%
CD RAGBRAI - 3 yr - matures 9/14/23 (CUSB)	0.65%	9,043.61	Eligible for Exchange Rate - 1 time higher interest rate
CD Safe-T-Fund -1 yr - matures 11/17/23	3.95%	100,000.00	
CD - 6 mth - matures 5/18/23 (CB&T)	3.95%	3,406,000.00	
CD - 1 year - matures 10/5/23 (CUSB)	3.00%	4,000,000.00	

\$10,001,055.41

CITY OF CRESCO
 REVENUE REPORT
 CALENDAR 12/2022, FISCAL 6/2023

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	% RECEIVED
	GENERAL TOTAL	228,880.23	1,525,308.20	3,451,995.00	44.19
	HOTEL/MOTEL TAX TOTAL	7,415.02	13,635.09	20,000.00	68.18
	LOST PROJECT TOTAL	120,344.33	356,747.66	538,000.00	66.31
	EV CHARGING STATION TOTAL	1,396.53	21,452.46	41,200.00	52.07
	NUISANCE HOUSE TOTAL	19.62	5,012.09	12,000.00	41.77
	FIRE STATION BUILDING TOTAL	3.92	6,983.05	13,900.00	50.24
	EQUIPMENT REPLACEMENT TOTAL	1,035.32	4,236.90	4,100.00	103.34
	OFFICE EQUIPMENT TOTAL	28.45	199.18	100.00	199.18
	STREET TRUST TOTAL	2,750.39	22,442.66	42,500.00	52.81
	THEATRE TRUST FUND TOTAL	1,436.56	2,663.39	74,300.00	3.58
	AIRPORT TRUST FUND TOTAL	7.85	99,883.06	130,250.00	76.69
	CRESCO COMMUNITY FIRE TOTAL	890.85	45,282.75	90,500.00	50.04
	ROAD USE TAX TOTAL	45,587.82	274,441.99	570,000.00	48.15
	EMPLOYEE BENEFITS TOTAL	33,544.46	343,639.31	645,900.00	53.20
	EMERGENCY FUND TOTAL	1,912.57	20,045.75	37,500.00	53.46
	LOCAL OPTION SALES TAX TOTAL	132,099.15	383,003.96	580,000.00	66.04
	REVOLVING LOAN TOTAL	2,430.40	19,367.69	50,500.00	38.35
	REHAB HOUSE TOTAL	95.17	3,006.63	.00	.00
	FITNESS CENTER TRUST TOTAL	35,106.31	86,336.93	17,400.00	496.19
	PARK TRUST TOTAL	4.91	141,700.19	242,300.00	58.48
	RECREATION SUPPLY TOTAL	5.89	63.90	10,000.00	.64
	PARK TREE TRUST TOTAL	4,705.10	4,736.72	.00	.00
	FIRE EQUIPMENT TOTAL	1,263.74	5,707.18	12,000.00	47.56
	LIBRARY TOTAL	5,019.62	20,724.48	9,900.00	209.34
	DEBT SERVICE TOTAL	27,314.79	191,116.26	340,500.00	56.13
	SCENE SHOP PROJECT TOTAL	6.87	58.94	.00	.00
	ARPA GRANT PROJECT FUND TOTAL	12.76	281,487.84	278,600.00	101.04
	DOWNTOWN CROSSWALKS TOTAL	7.85	64.67	600,000.00	.01
	WATER TOTAL	52,121.20	345,825.61	616,100.00	56.13
	WATER DEPOSIT TOTAL	640.00	6,080.00	13,000.00	46.77
	WATER EQUIPMENT REPLACE TOTAL	267.86	142,540.44	156,300.00	91.20
	SEWER TOTAL	79,004.30	546,703.45	1,021,300.00	53.53
	SEWER OPERATIONS TOTAL	46,500.00	498,000.00	949,800.00	52.43
	SEWER REPLACEMENT PROJ TOTAL	204.09	94,921.59	93,000.00	102.07
	SEWER SINKING TOTAL	.00	29,198.09	29,000.00	100.68
	PROPRIETARY CAP IMPROVE TOTAL	6,263.75	40,610.33	81,200.00	50.01
	YARDWASTE TOTAL	3,092.03	20,046.87	39,100.00	51.27
	SELF INSURANCE TOTAL	4,268.63	24,787.78	.00	.00
	TOTAL REVENUE BY FUND	845,688.34	5,628,063.09	10,812,245.00	52.05

CITY OF CRESCO
 BUDGET REPORT (Expenses)
 CALENDAR 12/2022, FISCAL 6/2023

ACCOUNT NUMBER	ACCOUNT TITLE	MDT BALANCE	YTD BALANCE	BUDGET	% SPENT
	GENERAL TOTAL	257,253.17	1,685,980.40	3,676,500.00	45.86
	HOTEL/MOTEL TAX TOTAL	.00	12,750.00	20,000.00	63.75
	LOST PROJECT TOTAL	2,000.00	107,739.30	643,000.00	16.76
	EV CHARGING STATION TOTAL	41.46	13,899.55	31,200.00	44.55
	NUISANCE HOUSE TOTAL	768.00	1,700.57	12,000.00	14.17
	FIRE STATION BUILDING TOTAL	497.16	8,365.53	15,300.00	54.68
	EQUIPMENT REPLACEMENT TOTAL	.00	53.35	1,000.00	5.34
	OFFICE EQUIPMENT TOTAL	.00	1,348.75	11,000.00	12.26
	STREET TRUST TOTAL	.00	1,702.77	25,000.00	6.81
	THEATRE TRUST FUND TOTAL	.00	1,200.00	79,300.00	1.51
	AIRPORT TRUST FUND TOTAL	6,865.88	108,817.64	256,500.00	42.42
	CRESCO COMMUNITY FIRE TOTAL	8,746.44	50,569.75	95,500.00	52.95
	ROAD USE TAX TOTAL	38,611.85	240,460.89	576,400.00	41.72
	EMPLOYEE BENEFITS TOTAL	48,280.28	282,716.04	655,900.00	43.10
	EMERGENCY FUND TOTAL	.00	.00	37,500.00	.00
	LOCAL OPTION SALES TAX TOTAL	132,099.15	383,003.96	580,000.00	66.04
	REVOLVING LOAN TOTAL	.00	.00	50,000.00	.00
	REHAB HOUSE TOTAL	.00	14,445.48	74,000.00	19.52
	FITNESS CENTER TRUST TOTAL	.00	5,000.00	25,000.00	20.00
	PARK TRUST TOTAL	6,194.01	127,382.70	241,000.00	52.86
	RECREATION SUPPLY TOTAL	.00	3,580.50	10,000.00	35.81
	PARK TREE TRUST TOTAL	.00	.00	1,800.00	.00
	FIRE EQUIPMENT TOTAL	.00	.00	10,000.00	.00
	LIBRARY TOTAL	.00	.00	7,000.00	.00
	DEBT SERVICE TOTAL	.00	29,967.50	340,500.00	8.80
	DOWNTOWN CROSSWALKS TOTAL	1,240.32	9,566.87	600,000.00	1.59
	WATER TOTAL	31,866.00	372,860.57	637,200.00	58.52
	WATER DEPOSIT TOTAL	.00	5,323.60	13,000.00	40.95
	WATER EQUIPMENT REPLACE TOTAL	.00	17,121.10	133,100.00	12.86
	SEWER TOTAL	46,500.00	618,000.00	1,069,800.00	57.77
	SEWER OPERATIONS TOTAL	46,886.45	498,135.01	959,400.00	51.92
	SEWER REPLACEMENT PROJ TOTAL	.00	49,913.35	127,000.00	39.30
	SEWER SINKING TOTAL	.00	2,143.75	28,900.00	7.42
	PROPRIETARY CAP IMPROVE TOTAL	15,382.55	62,653.57	41,900.00	149.53 <i>Amend</i>
	YARDWASTE TOTAL	4,038.05	30,450.07	38,900.00	78.28
	SELF INSURANCE TOTAL	1,294.20	17,557.83	.00	.00
	TOTAL EXPENSES BY FUND	648,564.97	4,764,410.40	11,124,600.00	42.83

12/30/2022
Gatlin Keehner
218 5th Ave East
Cresco, IA 52136

Letter to the Cresco City Council

I am writing to the Cresco City Council in hopes to negotiate the contract that I have entered with the Cresco Police Department regarding the payback of the Police Academy. I would like to discuss the cost as well as set up a payment plan if we can not come to an agreement on a lesser amount owed. I am willing to have this discussion as an open setting. If the Council decides it is better to have it a closed discussion, then I am fine with that as well.

Thanks,

Gatlin Keehner
563-329-0357



City of Cresco
Revolving Loan Fund

1/6/2023

Date Originated	Original Loan	Interest Rate	Name	Monthly Payment	Balance 12/31/22	Payments (with Interest):						
						2023	2024	2025	2026	2027	2028	2029
12/31/2018	50,000.00	4%	NE IA Risk Mgmt O'Donnell Ins (V&V Ins)	684.56	27,381.68	8,214.72	8,214.72	8,214.72	4,791.92			
9/15/2021	50,000.00	3%	Broken Road Grill & Bar	660.67	45,676.95	8,588.71	7,928.04	7,928.04	7,928.04	7,928.04	7,928.04	1,982.01
1/1/2022	1,400.00	1%	Essential Massage	39.50	937.25	474.00	473.02					
1/1/2022	5,000.00	1%	Can House	141.05	3,347.59	1,692.60	1,689.94					
1/1/2022	5,000.00	1%	Cresco Shopper	141.05	3,347.59	1,692.60	1,689.94					
1/1/2022	5,000.00	1%	Evans Publishing/Cresco TPD	141.05	3,347.59	1,692.60	1,689.94					
1/1/2022	5,000.00	1%	Gehling Chiropractic	141.05	3,347.59	1,692.60	1,689.94					
1/1/2022	5,000.00	1%	Hair Company Salon & Spa	141.05	3,347.59	1,692.60	1,689.94					
1/1/2022	5,000.00	1%	Harvey's Used Vehicles	141.05	3,347.59	1,692.60	1,689.94					
1/1/2022	5,000.00	1%	McAllister Catering & Heritage Ev	141.05	3,347.59	1,692.60	1,689.94					
1/1/2022	5,000.00	1%	Olsgard Silo Bagging	141.05	3,347.59	1,692.60	1,689.94					
1/1/2022	5,000.00	1%	Other Side Hydro Seeding	141.05	3,347.59	1,692.60	1,689.94					
1/1/2022	5,000.00	1%	Total Look & Healing Hands	141.05	3,347.59	1,692.60	1,689.94					
1/1/2022	5,000.00	1%	West End Clippers	141.05	3,347.59	1,692.60	1,689.94					
1/1/2022	5,000.00	1%	Wilson Custom Tree Service	141.05	3,347.59	1,692.60	1,689.94					

TOTALS	3,077.33	114,166.96	37,588.63	36,895.06	16,142.76	12,719.96	7,928.04	7,928.04	1,982.01
Advances									
Fund Balance		127,414.92	165,003.55	201,898.61	218,041.37	230,761.33	238,689.37	246,617.41	248,599.42

February 2022 Tech Geek filed bankruptcy. Business Continuation Loan of \$944.78 was written off.
 December 10, 2022 Broken Road Grill & Bar discontinued making payments. Business property is for sale. Mortgage and Personal Guaranties are recorded.

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
IOWA DOWNTOWN RESOURCE CENTER
COMMUNITY CATALYST & REMEDIATION GRANT PROGRAM**

GRANTEE: City of Cresco
AGREEMENT NUMBER: 21-CTBF-011
DATE OF AWARD LETTER: June 14, 2021
PROJECT COMPLETION DATE: June 14, 2023
GRANT AMOUNT: \$100,000

THIS Community Catalyst Building Remediation Grant Agreement ("Agreement") is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 ("Authority" or "IEDA") and the City of Cresco, 101 2nd Ave SW, Cresco, Iowa 52136 ("Grantee") (Collectively "the Parties")
130 N Park Place

WHEREAS, the Authority established a Community Catalyst Building Remediation Fund pursuant to Iowa Code section 15 231 for the purpose of providing grants to cities for the remediation of underutilized buildings, and

WHEREAS, the Grantee submitted a grant application to the Authority and the Authority determined that the Grantee and its proposed Project are eligible for a Community Catalyst Building Remediation Grant ("Grant") and approved the Application, and

WHEREAS, in approving the Application, the Authority has relied upon the Grantee's representations of proposed Project activities, the Grantee's management and financial condition, investment of other Project funds, and other material information contained in the application,

WHEREAS, the Grantee accepts the Grant upon the terms and conditions set out in this Agreement,

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows

1. **COSTS DIRECTLY RELATED.** "Costs Directly Related" means expenditures that are incurred for the acquisition, deconstruction, disposal, redevelopment, or rehabilitation of the community catalyst that is the subject of the Project to the extent that the expenditures are attributable directly to the remediation or redevelopment of the community catalyst. Examples of "Costs Directly Related" and costs that are not directly related are set out at 261 IAC 45 2 Definitions
2. **GRANTEE.** "Grantee" means the entity described above whose application for a Grant was approved by IEDA
3. **IOWAGRANTS.GOV.** "IowaGrants gov" means Iowa's Funding Opportunity Search and Grant Management System. The Authority reserves the right to require the Recipient to utilize IowaGrants gov to conduct business associated with this Agreement
4. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the Grantee as described in this Agreement, in the Agreement Scope of Work attached hereto, in the award letter, and in the application submitted through IowaGrants gov, including but not limited to, the "Scope of Project and Budget" portion of the application
5. **PROJECT COMPLETION PERIOD.** "Project Completion Period" means the period commencing with the Date of Award Letter and ending with the Project Completion Date set out above
6. **PROJECT MID-POINT.** "Project Mid-Point" means the point at which the Grantee has incurred Costs Directly Related to the Project. The maximum mid-point draw is up to 60% of the Grant Amount
7. **PRIOR EXPENSES.** No expenditures made prior to the Date of Award Letter may be included as Project costs for the purpose of this Agreement
8. **UTILIZATION OF CONSULTANT(S).** The Grantee is responsible for recruiting and selecting consultants and for setting out the terms and conditions under which the consultant(s) shall provide services. The Authority may require the Grantee to retain a consultant or consultants as set out in the Agreement Scope of Work attached hereto
9. **TOTAL PAYMENT.** Total payment of state funds under this Agreement shall not exceed \$100,000 for Costs Directly Related to the Project as shown in the approved application unless modified by written amendment of this Agreement. All payments under this Agreement are subject to receipt by the IEDA of sufficient State funds for this activity. Any termination, reduction or delay of state funds to the IEDA shall, at the option of the IEDA, result in the termination, reduction, or delay of state funds to the Grantee
10. **REPAYMENT OBLIGATION.** In the event that any state and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of this Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to IEDA for the full amount of any claim disallowed and for all related penalties incurred. If IEDA determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Grantee has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Agreement or applicable laws, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to IEDA's final determination of the disallowance of costs. If it is IEDA's final determination that costs previously paid by IEDA are not allowable under the terms of this Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to IEDA any and all disallowed costs. The requirements of this paragraph shall apply to the Grantee as well as any subcontractors

11. **REPORTING REQUIREMENTS.** The Recipient shall prepare, review and sign the reports as specified below in the form and content specified by the Authority

1. By Project Mid-Point A report describing work completed, including photographs documenting work that has been completed,

2 Within 60 days after the Project Completion Date A report documenting completion of the Project, including photographs of the completed Project

12. **PAYMENT PROCEDURES.** Payment shall be made on a reimbursement basis. Grantee shall use funds only for reimbursement of Costs Directly Related to the Project. Requests for reimbursement shall be made through IowaGrants gov using a General Accounting Expenditure form along with copies of paid invoices and proof of payment The Grantee shall submit two (2) requests for reimbursement The first request shall be made at Project Mid-Point up to 60% of the Grant Amount and the final request for reimbursement of the remaining funds shall be made within sixty days after the Project Completion Date If the total Grant Amount has not been claimed within sixty (60) days after the Project Completion Date, then the IEDA shall be under no further obligation for further disbursement The Grantee shall prepare, review, and sign all requests for payment and verify that claimed expenditures are allowable Costs Directly Related to the Project The Grantee shall maintain original documentation adequate to support the claimed costs on file in IowaGrants gov and provide such documentation upon request

13. **PUBLICATIONS.** The Grantee will ensure that all publications produced in association with the Project shall include the following phrase This Project is Sponsored in Part by the Iowa Economic Development Authority

14. **DEFAULT.** The occurrence of any one or more of the following events shall constitute cause for IEDA to declare the Grantee in default of its obligations under this Agreement a) non-performance, b) a failure by the Grantee to make substantial and timely progress toward completion of the Project and performance of the Agreement, c) a breach of any term of this Agreement or any attachment thereto, and d) failure to maintain insurance as set out at Paragraph 33 herein or maintaining insurance coverage that is, as determined by the Authority, insufficient, and e) utilizing grant proceeds for purposes not described in IowaGrants gov - Scope of Project and Budget or for expenses that are not Costs Directly Related to the Project The IEDA shall issue a written notice of default providing therein a fifteen (15) day period during which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible

15. **TERMINATION.** This Agreement may be terminated in the following circumstances a) by either party, without cause, after thirty (30) days' written notice, b) immediately, as a result of the Grantee's default under this Agreement and failure to cure within the time period provided, c) immediately, as a result of the termination or reduction of funding to IEDA or the deauthorization of IEDA to engage in activities or conduct business under this Agreement, or d) immediately upon written mutual agreement by all parties to terminate the Agreement

16. **REMEDY UPON TERMINATION.** In the event of termination of this Agreement or reduction of the Agreement amount, the exclusive, sole and complete remedy of the Grantee shall be reimbursement for Project costs expended prior to termination

17. **NONASSIGNMENT OF AGREEMENT.** The Grantee may not assign, transfer or convey in whole or in part this Agreement, delegate any of its obligations or duties under this Agreement, or pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Grantee under this Agreement

18. **WRITING REQUIRED.** No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the parties Notwithstanding the sentence above, IEDA may unilaterally modify the Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules or policies A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement

19. **COMPLIANCE WITH LAWS AND REGULATIONS: DECLARATION OF THE GRANTEE.** The Grantee shall comply with all applicable federal, state and local laws, rules, ordinances, regulations and orders The Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement

20. **COMPLIANCE WITH FEQ/AA PROVISIONS.** The Grantee shall comply with the provisions of federal, state and local laws, rules and executive orders to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, sexual orientation, gender identity, national origin, or disability A breach of this provision shall be considered a material breach of this Agreement

21. **INDEMNIFICATION AGAINST LOSS OR DAMAGE.** The Grantee agrees to indemnify and hold harmless the State of Iowa and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of any breach of this Agreement, any negligent, intentional or wrongful act or omission of the Grantee or any agent or subcontractor utilized or employed by the Grantee, the Grantee's

performance or attempted performance of this Agreement, including any agent or subcontractor utilized or employed by the Grantee, any failure by the Grantee to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Grantee to conduct business in the State of Iowa, or any violation of any rights of any third party. The Grantee's duties and obligations under this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by IEDA or any other Indemnified Party.

22. **RIGHT TO REVIEW AND OBSERVE: ACCESS TO RECORDS.** IEDA shall have the right to review and observe, at any time, completed work or work in progress related to the Agreement. The Grantee shall permit IEDA or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of IEDA, the Grantee shall deliver to IEDA or its agents said documentation or materials.

23. **PUBLIC RECORDS: RECORDS RETENTION.** All records submitted to or inspected by IEDA regarding this Agreement, including this Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Grantee relating to this Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

24. **SURVIVAL OF AGREEMENT.** If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

25. **GOVERNING LAW.** This Agreement shall be interpreted in accordance with the law of the State of Iowa and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

26. **FINAL AUTHORITY.** The decision of the IEDA shall be binding on the Grantee. The IEDA shall have the final authority to assess whether the Grantee has complied with the terms of this Agreement.

27. **USE OF NAME.** The Grantee agrees it will not use IEDA and/or State's name or any of its or their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of IEDA and/or the State, except as otherwise required by this Agreement.

28. **COMPLIANCE WITH IOWA CODE CHAPTER 8F.** If the Agreement is subject to the provisions of Iowa Code chapter 8F, the Grantee shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certifications, received by the Grantee from subcontractors shall be forwarded to IEDA.

29. **LEGISLATIVE CHANGES.** The Grantee expressly acknowledges that the Community Catalyst Building Remediation Fund and Program are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the fund or the program, the Grantee shall not hold IEDA liable in any manner for the resulting changes. IEDA shall use best efforts to provide thirty (30) days' written notice to the Grantee of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Agreement to address the legislative change. Nothing in this paragraph shall affect or impair IEDA's right to terminate the Agreement pursuant to the termination provisions.

30. **JOINT AND SEVERAL LIABILITY.** If the Grantee is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of activities and obligations.

31. **WAIVER.** Except as specifically provided for in a waiver signed by duly authorized representatives of IEDA and the Grantee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

32. **CONFLICT OF INTEREST.** The Grantee represents, warrants, and covenants that no relationship exists or will exist during the Agreement period between the Grantee and IEDA that is a conflict of interest. The provisions of Iowa Code chapter 688 shall apply to this Agreement. If a conflict of interest is proven to IEDA, IEDA may terminate this Agreement pursuant to Paragraph 15 of this Agreement, and the Grantee shall be liable for any excess costs to IEDA as a result of the conflict of interest. The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Grantee shall report any potential, real, or apparent conflict of interest to IEDA.

33. **MAINTENANCE OF INSURANCE.** The Grantee shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. If the Grantee is not the owner of the Project property, the Grantee shall require the property owner to maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Grantee or owner of the Project property shall pay for and maintain insurance as is customary for similar projects. This insurance shall be in an amount not less

than the full insurable value of the Project property. The Grantee or the owner of the Project property shall name the Authority and the Grantee, if the Grantee is not the owner of the Project property, as mortgagees and/or an additional loss payee(s). If the Grantee is not the owner of the Project property, the owner of the Project property shall provide the Grantee with a copy of each and every insurance policy in effect. The Grantee shall maintain a copy of each and every insurance policy in effect and shall provide copies to the Authority upon request.

34. **DEVELOPMENT CONTRACT AGREEMENT.** Grantee shall provide IEDA with a copy of the Development Agreement between the owner of the Project property and the entity that will deconstruct, redevelop, or rehabilitate the community catalyst that is the subject of the Project. Grantee shall notify IEDA immediately if the Development Agreement is assigned and shall provide IEDA with a copy of the assignment.

35. **IMMUNITY FROM LIABILITY.** Every person who is a party to the Agreement is hereby notified and agrees that the State, IEDA, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Grantee's, Project property owners' and/or contractors or subcontractors' activities involving third parties and arising from the Agreement. Pursuant to Iowa Code chapter 669, IEDA and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Agreement.

36. **NONAGENCY.** The Grantee, the Project property owner(s), its or their employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Agreement. Neither the Grantee nor the Project property owner's employees shall be considered employees of IEDA or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Agreement.

37. **HEADINGS OR CAPTIONS.** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

38. **DOCUMENTS INCORPORATED BY REFERENCE.** The following are hereby incorporated by reference:

- (a) Agreement Scope of Work and Budget
- (b) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
- (c) Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant Application, as found in IowaGrants.gov.

39. **ORDER OF PRIORITY.** In the event of a conflict between documents, the following order or priority shall be applied:

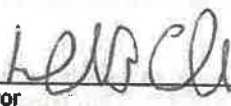
- (a) Articles 1-40 of this Grant Agreement.
- (b) Agreement Scope of Work and Budget
- (c) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
- (d) Application, Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant, as found in IowaGrants.gov.

40. **INTEGRATION.** This Agreement contains the entire understanding between the Grantee and IEDA and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: City of Cresco

BY:


 Mayor
 City of Cresco
~~101 2nd Ave SW~~ 130 N Park Place
 Cresco, Iowa 52136

Mark Bohle Mayor
 Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:


 Brian Sullivan, Chief Programs Officer
 Community Development Division
 Iowa Economic Development Authority

Travel and tourism is defined as:

Advancing the economic welfare of Cresco by promoting and competitively marketing ourselves as a visitor and tourism destination.

Available funds: \$7,415.02 Funds requested: \$6,000.00

I. Members present: Amy Bouska, Bootie Kapler (walked in recommendations), Jan Carman (via email)
 HCBT staff: Spiff Slifka, Jason Passmore

II. Recommendations

1. Driftrunners Snowfest

- a. Requesting \$3,500
- b. The committee scores this application favorably as it promotes and markets outdoor recreation throughout the season.
- c. **Committee recommends awarding \$3,500**

2. 2022 Marketing Support

- a. Requesting \$2,500
- b. The committee scores this application favorably. With tourism up 17.9% from the last year, this application meets the definition of tourism.
- c. **Committee recommends awarding \$2,500**

Tourism Advisory Committee Evaluation & Recommendation

Application	Time Sensitive or Need	Application meets Tourism Definition	Lodging	Qtr 4 Funds recommendation
Driftrunners Snowfest	H	H	H	\$3,500
2022 Marketing Support	M/H	H/M	M/L	\$2,500
Total				\$6,000
Available 4th Qtr Funds				\$7,415.02
Surplus				\$1,415.02
H=high, M=medium, L=low				

Project: 2022 Non-profit Marketing Support

Date: 12/15/2022

Organization/Agency Requesting Funding: Cresco Area Chamber of Commerce

Contact Person and Title: Missy Hvitved

Address: 101 2nd Ave SW, Cresco

Phone: 563-547-3434

Email: hcbt@cedausa.com

Amount Requested: \$2,500

Total Cost of the Project: \$2,500

Event Date (if applicable): 12/15/2022

Project Completion Date:

Q: Describe the project. Provide details of the project and the budget, other fundraising efforts, and the who, what, where, why and how of the project.

A: The Cresco Area Chamber of Commerce provides marketing support for local volunteers who serve on non-profit organizations/projects. This support is over-and-above our scope of work. Based on our annual project tracking, we have provided over 6000 copies of print materials, including brochures, tickets, maps, programs, applications, etc. In addition, our staff has provided over 1000 in-kind hours, dedicated to the development and creation of marketing materials. Organizations we assist include: American Legion & VFW Freedom Rock Driftrunners Snowmobile Club Cresco Community Theatre and Cresco Theatre & Opera House Fine Arts Council Iowa Wrestling Hall of Fame Norman Borlaug Heritage Foundation Prairie Springs Recreational Trail Elma American Legion Show & Shine Turkey River Pheasants Forever Cresco Open Air Market (Farmers Market) Cruise to Cresco Quilts of Valor Arbor Day Challenge Cresco Country Club Statues Historical Society Cresco Wildlife Club Howard-Winn CSD

Q: How does this project promote Cresco tourism and how does it increase lodging use within the community?

A: Through marketing materials, website development, and social media, we play a crucial role in bringing people to Cresco. Many of these events and activities populate our hotels, B&Bs, and campgrounds. This in turn increases traffic and revenue for our retailers, restaurants, and businesses. The in-kind work with these non-profits, volunteers, and businesses provides us with strong working relationships to promote Cresco throughout the year.

Project: 52nd Annual Driftrunners Snowfest

Date: 12/13/2022

Organization/Agency Requesting Funding: Driftrunners Snowmobile Club

Contact Person and Title: Brandon Plaht, Secretary

Address: 617 4th Ave W., Cresco, IA 52136

Phone: 15636050141

Email: bpplaht@gmail.com

Amount Requested: \$3,500

Total Cost of the Project: \$10,475

Event Date (if applicable): 1/19/2023

Project Completion Date: 1/22/2023

Q: Describe the project. Provide details of the project and the budget, other fundraising efforts, and the who, what, where, why and how of the project.

A: This January, the Driftrunners Snowmobile Club will be hosting the 52nd annual Snowfest. Building off last 2 years of events, this year's event will continue to celebrate the heritage and history of snowmobiling in the Cresco area. This years Snowfest will see some of the events and activities that were held during the last few years of Snowfest. Those events are planned to drive both snowmobilers and non-snowmobilers to visit Cresco and explore what the town all has to offer. These events are geared to be held with and without snow and are pushed for community member participation along with snowmobile enthusiasts. Some of the events we are doing include: bingo Saturday afternoon, vintage snowmobile show and ride, boy scout breakfast, trail rides, chilli cook-off, jigsaw puzzle competition, torchlight parade, and Saturday night DJ. These activities have been a hit for the last few years bringing in both snowmobilers and local non-snowmobilers. We are doing events for charity again which include the poker run for Spina Bifida and HoCa. This year the Driftrunners Snowmobile Club is asking for \$3,500 to cover advertising efforts and smaller expense items related to Snowfest, and to promote our trail system in Howard and Winneshiek counties. We plan to groom the trails multiple times over the week of Snowfest and that alone costs us around \$1,000 in fuel just for that time span. For advertisements we plan to spend around \$4,000 in a wide portfolio of products outside the Cresco area on radio, magazine, and social media. We have put together an ad plan with the Iowa Snowmobiler magazine and will have a full-page ad and 2-page map centerfold for the January issue and full-page article with photos of the Cresco trails. This will cost the club around \$1,000. The Iowa Snowmobiler Magazine goes out to all snowmobilers in the state of Iowa. We are working on radio ads that will broadcast out of Decorah, La Crosse, Mason City, Waterloo, Cedar Rapids, and Dubuque locations. With the radio ads, we are working to cover different music genres to ensure we get to a large variety of people. Some of the radio stations we are working on a streaming radio package as streaming media is beginning to become popular and has a different avenue of reach. We will also advertise in local Cresco

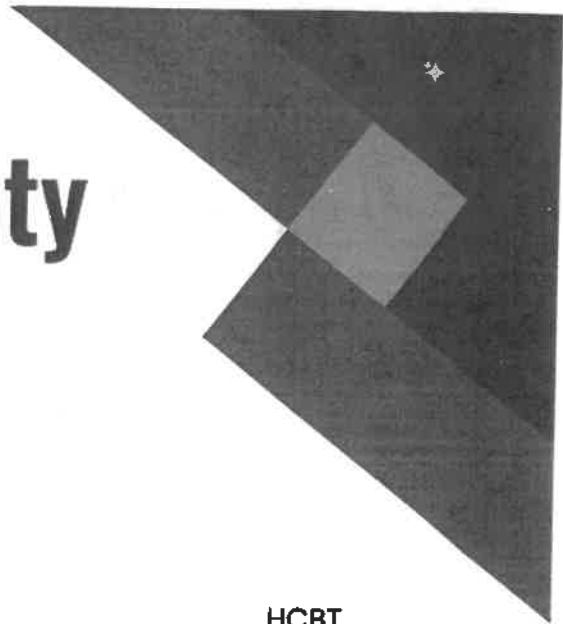
outlets to ensure Cresco residents know what all is going on. We are also planning a full push on social media including Facebook with different advertisements running the month of January. As said in the past, if this grant is not awarded, we will still have Snowfest but the impact will be seen on hotel visits being reduced and lower turnout of people for events. We would like to thank you for the support we have received in the past and hope everyone can make it to Snowfest in January.

Q: How does this project promote Cresco tourism and how does it increase lodging use within the community?

A: The Driftrunners Snowmobile Club is a non-profit club that was established in 1968 and has a long history of snowmobiling and helping to bring people to Northeast Iowa. Each year we contribute to different charities including: Spina Bifida Association of Iowa, HoCa in Howard County, Iowa State Snowmobile Scholarship Foundation, Crestwood Dollars for Scholars, Northeast Iowa Community Action Corporation in Cresco for Toy Drives. The 2023 Snowfest will take place from January 19th through 22nd. Each year we expect 200 people to show up on average and if we have a large amount of snow, we have seen that number rise to 600 people over the extended 4-day weekend. The Driftrunners have events throughout the year, but most of the events are focused around the winter season, where tourism is usually low for the area. Our 2 main events during the winter season are Snowfest and Charlie's Chili Feed. While both events draw in outside visitors, there are numerous times throughout the winter season on weekends and weekdays outside visitors with trailers and snowmobiles will be seen parked at the hotels in town and at the fairgrounds. We take pride to maintain easy trail access all winter season for visitors to get on and off the trails right next to the hotels and gas stations as well in the fairgrounds. This helps so they do not have to try and figure out how to get on and off the trails and potentially trespass onto property. With this close access to businesses, this shows a positive attribute of the Driftrunners and brings people again and again to our town that normally would ride outside our area. The Driftrunners also work with numerous businesses throughout the year to promote their products and services. We have club rides that start at different businesses in town which promotes them as being sponsors to our club. We continue to drive our visibility on social media where we promote not only Cresco area, but all Northeast Iowa for snowmobiling. We also work to maintain access to adjoining snowmobile club trails for people to ride from Decorah, New Hampton, Charles City, Preston, and Harmony. That alone connects to other trails and allows multiple avenues to ride snowmobile to Cresco.



Howard County
Business & Tourism



INVOICE

Bill To:
City of Cresco
130 North Park Place
Cresco, IA 52136

HCBT
563-547-3434
101 2nd Ave SW
Cresco, IA 52136

December 29, 2022

2023 Contribution	Amount
Howard County Economic Development	\$5,000
Cresco Industrial Development Corporation	\$5,000
Cresco Area Chamber of Commerce	\$5,000
Howard County Business & Tourism	\$5,000
TOTAL	\$20,000

Thank you

howard-county.com ♦ crescochamber.com ♦ visitiowa.org

**28E AGREEMENT FOR FUNDING FOR SERVICES
BETWEEN HOWARD COUNTY BUSINESS & TOURISM AND
THE CITY OF CRESCO, IOWA**

THIS AGREEMENT (hereinafter " Agreement ") is made and entered into pursuant to Iowa Code Chapter 28E, to be effective on the date herein provided, by and between Cresco, Iowa, organized and existing under the laws of the State of Iowa (hereinafter "City) and Howard County Business & Tourism, an Iowa non-profit corporation (hereinafter "Agency") (collectively referred to herein as the "Parties"). This Agreement shall not create a separate entity.

WHEREAS the Agency is a private agency as defined in Iowa Code Section 28E.2, and is a nonprofit corporation duly formed and existing pursuant to the laws of the State of Iowa; and

WHEREAS the City is a political subdivision duly formed and existing pursuant to the laws of the State of Iowa and is a public agency as defined in Iowa Code Chapter 28E; and

WHEREAS Iowa Code Chapter 28E authorizes public agencies to enter into agreements for joint or cooperative action with public or private entities; and

WHEREAS Agency and the City have determined it to be in the best interest of the respective Parties to enter into a 28E Agreement to coordinate economic development and tourism efforts in Cresco, Iowa; and,

WHEREAS the Parties believe it is in their best interest to enter into a written agreement setting forth their respective rights and obligations with regard to this Agreement.

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, and upon the following terms and conditions, Agency and the City agree as follows:

1. **Purpose.** The purpose of this Agreement shall be to provide for the joint exercise of the respective powers of the parties hereto in connection with achieving the goals of advancing economic and community development and improving tourism in Howard County and the City of Cresco, Iowa pursuant to the provisions of Chapter 28E of the Code of Iowa.
2. **Administration.** No separate legal or administrative entity or joint board will be established by this Agreement. The Cresco City Clerk and the Director of the Agency will be designated as the administrators of the Agreement for the purpose of Iowa Code Section 28E.6. No joint budget will be established or maintained for the purpose of carrying out the terms of this Agreement.
3. **Duration.** This Agreement shall be for a one-year term with an effective commencement date of January 1, 2022 and shall automatically renew for a one (1) year period under the same terms and conditions unless otherwise terminated as forth below in Paragraph 7.
4. **Goals of Funding.** The goal of this joint action between the City and Agency shall be to further the economic growth of Howard County and the City of Cresco through business start-ups, business retention, increased tourism, increased housing options, planning or

grant writing assistance, and all other economic development programs or efforts.

5. **Funding.** The Agency shall, in consideration of receiving an annual payment from City in an amount determined annually by City, provide direct services in the form of economic development assistance identified in paragraph 4, above.
6. **Supervision.** It is agreed that the policies and activities of the Agency shall be determined and overseen by the Board of Directors of the Agency.
7. **Termination.** This Agreement shall continue automatically for one (1) year, commencing from its effective date under the same terms and conditions unless the terms are modified in writing by the joint action of the parties or by written notice of termination provided by one party to the other thirty (30) days prior to the expiration of any one (1) year term. This Agreement may also be terminated by either party upon the breach of any provision of this Agreement by the other party. This Agreement shall remain in full force and effect to the end of the specified term or until terminated or cancelled pursuant to this Agreement.
8. **Compliance.** Each party agrees that it will comply with all Federal, State and Local laws and regulations applicable to its performance under this Agreement.
9. **Status of the Parties.** It is expressly understood and agreed by the parties that nothing contained in this Agreement will be construed to create a partnership, association or other affiliation or like relationship between the parties, being specifically agreed that their relation is and will remain that of independent parties to a cooperative contractual relationship. In no event will either party be liable for the debts or obligations of the other party.
10. **Notices.** All notices and other communications to be given under this Agreement will be deemed given when either personally delivered or mailed by first class mail, postage prepaid, with proper address to the following addresses until otherwise notified:

To the Agency:

Howard County Business & Tourism
Attn: Executive Director
101 2nd Avenue SW
Cresco, IA 52136

To the City:

City of Cresco
Attn: City Clerk
130 North Park Place
Cresco, IA 52136

11. **Construction.** This Agreement shall be construed so as to comply with the requirements of the laws of the State of Iowa. The provisions of this Agreement and all paragraphs and sections under it are to be construed with a view to affect its objects and to promote the intent of the parties who have fixed their signatures herein.
12. **Forum/Law.** The Parties consent to the jurisdiction of the Iowa District Court in and for

**28E AGREEMENT FOR FUNDING FOR SERVICES
BETWEEN NORTHEAST IOWA REGIONAL HOUSING TRUST FUND AND
THE CITY OF CRESCO, IOWA**

THIS AGREEMENT (hereinafter "Agreement") is made and entered into pursuant to Iowa Code Chapter 28E, to be effective on the date herein provided, by and between Cresco, Iowa, organized and existing under the laws of the State of Iowa (hereinafter "City") and Northeast Iowa Regional Housing Trust Fund (NEIRHTF) through Upper Explorerland Regional Planning Commission Housing, Inc., an Iowa non-profit corporation (hereinafter "Agency") (collectively referred to herein as the "Parties"). This Agreement shall not create a separate entity.

WHEREAS the Agency is a private agency as defined in Iowa Code Section 28E.2, and is a nonprofit corporation duly formed and existing pursuant to the laws of the State of Iowa; and

WHEREAS the City is a political subdivision duly formed and existing pursuant to the laws of the State of Iowa and is a public agency as defined in Iowa Code Chapter 28E; and

WHEREAS Iowa Code Chapter 28E authorizes public agencies to enter into agreements for joint or cooperative action with public or private entities; and

WHEREAS Agency and the City have determined it to be in the best interest of the respective Parties to enter into a 28E Agreement to coordinate efforts to address low-income housing needs in Cresco, Iowa; and,

WHEREAS the Parties believe it is in their best interest to enter into a written agreement setting forth their respective rights and obligations with regard to this Agreement.

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, and upon the following terms and conditions, Agency and the City agree as follows:

1. **Purpose.** The purpose of this Agreement shall be to provide for the joint exercise of the respective powers of the parties hereto in connection with achieving the goals of providing access to well-maintained, safe, and affordable housing for individuals and families with limited resources in both the rural and urban areas of the Northeast Iowa counties of Allamakee, Clayton, Howard, and Winneshiek and the City of Cresco, Iowa pursuant to the provisions of Chapter 28E of the Code of Iowa.
2. **Administration.** No separate legal or administrative entity or joint board will be established by this Agreement. The Cresco City Clerk and the Program Manager of the Agency will be designated as the administrators of the Agreement for the purpose of Iowa Code Section 28E.6. No joint budget will be established or maintained for the purpose of carrying out the terms of this Agreement.
3. **Duration.** This Agreement shall be for a one-year term with an effective commencement date of July 1, 2021 and shall automatically renew for a one (1) year period under the same terms and conditions unless otherwise terminated as forth below in Paragraph 7.

4. **Goals Of Funding.** The goal of this joint action between the City and Agency shall be to assist individuals, community organizations, non-profit and for profit developers in rehabilitation, repair, and creation of projects that improve the condition of, or contribute to the development of both rental and owner-occupied affordable housing in the Northeast Iowa counties of Allamakee, Clayton, Howard, and Winneshek.

5. **Funding.** The Agency shall, in consideration of receiving an annual payment from City in an amount determined annually by City, provide direct services in the form of programs identified in paragraph 4, above, that impact the health and welfare of City residents.

Funding provided by City will be used for:

- A portion of NEIRHTF staffing, administrative and indirect costs in City/County. Services include providing access to well-maintained, safe, and affordable housing.
- Local match requirements for NEIRHTF programs serving residents of City.
- Support for additional funding needs of NEIRHTF programs serving residents of City.

Expenditures will be tracked and be reported to City at its request. Agency will reimburse City for any funds paid to Agency that the Agency cannot document as having been used for the purposes described in this Agreement. Agency shall be audited annually by an independent auditor to include review of public purpose requirements.

6. **Supervision.** It is agreed that the policies and activities of the Agency shall be determined and overseen by the Board of Directors of the Agency.

7. **Termination.** This Agreement shall continue automatically for one (1) year, commencing from its effective date under the same terms and conditions unless the terms are modified in writing by the joint action of the parties or by written notice of termination provided by one party to the other thirty (30) days prior to the expiration of any one (1) year term. This Agreement may also be terminated by either party upon the breach of any provision of this Agreement by the other party. This Agreement shall remain in full force and effect to the end of the specified term or until terminated or cancelled pursuant to this Agreement.

8. **Compliance.** Each party agrees that it will comply with all Federal, State and Local laws and regulations applicable to its performance under this Agreement.

9. **Status of the parties.** It is expressly understood and agreed by the parties that nothing contained in this Agreement will be construed to create a partnership, association or other affiliation or like relationship between the parties, being specifically agreed that their relation is and will remain that of independent parties to a cooperative contractual relationship. In no event will either party be liable for the debts or obligations of the other party.

10. **Notices.** All notices and other communications to be given under this Agreement will be deemed given when either personally delivered or mailed by first class mail, postage prepaid, with proper address to the following addresses until otherwise notified:

To the Agency:
Northeast Iowa Regional Housing Trust Fund
Attn: Program Manager

 ACCOUNT NUMBER 7235003 STATUS Active
 NAME ROBERT OLLENDIECK
 PROPERTY 519 8TH AVE E CUSTOMER TYPE RESIDENTIAL

TIMES DELQ 30 DAYS 60 DAYS 90 DAYS OVER 90
 6 535.20

 LAST BILL 535.20
 PENALTY
 ADJUST
 PAYMENT
 AMT DUE 535.20

DATE	DESCRIPTION	CONSUMPTION	CHARGE	BILL/PEN/PMT	BALANCE
12/31/2022	YARD WASTE		1.75		
12/31/2022	WATER	33067	175.78		
12/31/2022	SEWER	33067	316.12		
12/31/2022	RECYCLING		6.15		
12/31/2022	GARBAGE		21.35		
12/31/2022	CAPITAL IMPROVE		3.50		
	TAX		10.55	535.20	535.20
12/11/2022	PAYMENT			210.87-	0.00
12/06/2022	COMMENT SE COUNCIL APPROVED DIDNT ENTER SANITARY SEWER 12.5.2				
12/06/2022	ADJUSTMENT SE		265.60-	265.60-	210.87
11/30/2022	YARD WASTE		1.75		
11/30/2022	WATER	29244	155.86		
11/30/2022	SEWER	29244	279.57		
11/30/2022	RECYCLING		5.91		
11/30/2022	GARBAGE		20.53		
11/30/2022	CAPITAL IMPROVE		3.50		
	TAX		9.35	476.47	476.47
11/11/2022	PAYMENT			55.11-	0.00
10/31/2022	YARD WASTE		1.75		
10/31/2022	WATER	523	8.57		
10/31/2022	SEWER	523	14.34		
10/31/2022	RECYCLING		5.91		
10/31/2022	GARBAGE		20.53		
10/31/2022	CAPITAL IMPROVE		3.50		
	TAX		.51	55.11	55.11
10/11/2022	PAYMENT			55.11-	0.00
9/30/2022	YARD WASTE		1.75		
9/30/2022	WATER	540	8.57		
9/30/2022	SEWER	540	14.34		
9/30/2022	RECYCLING		5.91		
9/30/2022	GARBAGE		20.53		
9/30/2022	CAPITAL IMPROVE		3.50		
	TAX		.51	55.11	55.11
9/11/2022	PAYMENT			55.11-	0.00
8/31/2022	YARD WASTE		1.75		
8/31/2022	WATER	636	8.57		
8/31/2022	SEWER	636	14.34		
8/31/2022	RECYCLING		5.91		
8/31/2022	GARBAGE		20.53		

12 month Average
 Sewer bill = \$13.97

Sewer charge 316.12
 -Average - 13.97

Possible credit - 302.15

Credit carried over to
 next billing cycle since
 it was discovered on
 Nov. 26th

Dear City Council Members,

I was a little shocked when I read my last utility bill for water and sewage. It was more than double what I usually pay. I was expecting the water usage to be up because my children had left a hose running outside for more than a day, but the sewage being so high was surprising. I inquired at the office about sewage being based off of water usage and that appears to be the case.

I paid the bill in full, but I would like to request that you adjust the bill accordingly based on water running in my yard for that day and not in fact running into the sewer line. If not some refund perhaps a credit for my next bill. Thank you for your consideration.

Sincerely,
 Matt Mynkol
 129 6th Ave E
 563-203-3000

ACCOUNT NUMBER	4150006	STATUS	Active			
NAME	PAINT MARKET	(515)341-3964				
PROPERTY	139 6TH AVE S					
SR 3637725	1.00000	7	11/08/2019			
SR 3637725	1.00000	7	11/08/2019			
BILL DATE	SERV	END ACTUAL	END BILLED	MDT	END TOTAL	CHARGE
11/30/2022	SR	11/30/2022	559562	544146	35414	147.36
10/31/2022	SR	10/31/2022	544146	537969	6179	59.07
9/30/2022	SR	9/30/2022	537969	532022	5947	56.85
8/31/2022	SR	8/31/2022	532022	527800	4142	39.90
7/31/2022	SR	7/31/2022	527800	524533	3357	32.09
6/30/2022	SR	6/30/2022	524533	519466	5057	46.47
5/31/2022	SR	5/31/2022	519466	512928	6530	60.08
4/30/2022	SR	4/30/2022	512928	506272	6656	61.17
3/31/2022	SR	3/31/2022	506272	502496	3776	34.70
2/28/2022	SR	2/28/2022	502496	497911	4585	42.14
1/31/2022	SR	1/31/2022	497911	491572	6339	58.26
12/31/2021	SR	12/31/2021	491572	486847	4725	43.42
11/30/2021	SR	11/30/2021	486847	481679	4968	45.66
012						579.51
Avg						579.51
						12.00
						48.29
						0.0
						147.36
						48.29

002
 POSS. Credit -29.13