

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

**GOVERNMENTAL BODY:** THE CITY COUNCIL OF CRESCO, IOWA  
**DATE OF MEETING:** OCTOBER 18, 2021  
**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:** BRENNO, 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 October 4, 2021
4. Approval of Minutes from October 4, 2021 CIP Worksession
5. Approval of Special Class C Liquor License with Outdoor Service and Sunday Sales to Fat T's Café 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:**

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

1. Public Hearing to Amend the Budget for Fiscal Year Ending June 30, 2022
2. Resolution Approving Budget Amendment #1 for Fiscal Year Ending June 30, 2022
3. Motion to Award Hotel/Motel Tax Grants for Tourism Projects
4. Recommendation of Theatre Commission to Appoint David Gosch (to Replace Leigh Myers) for a Term Ending 6/30/2023
5. Recommendation of Airport Commission to Appoint Rick Sovereign (to Replace Neil Mahr) for a Term Ending 6/30/2023
6. Resolution Authorizing the Mayor and City Clerk to enter into an Agreement with the Iowa Department of Transportation for the Airport Runway Drainage Improvements Project
7. Discuss Airport Land Lease Agreement

8. Discuss Private Hangar Requests and Requests for Base of Operations for Aerial Spraying
9. Motion to Post Recorded Council Meetings on YouTube or Other Social Media Sites
10. Motion to Approve Revision to Utility Billing Penalty Calculation Policy and Procedures
11. Discuss Theatre Furnace Quotes
12. Discuss Issues Regarding COVID-19 Pandemic

**CLOSED SESSION pursuant to Iowa Code 21.5 (1) ( c ) to Discuss Potential Litigation Matters**

**OPEN SESSION**

**CLOSED SESSION pursuant to Iowa Code 20.17 (3) Strategy Meeting to Discuss Union Negotiations Matters**

**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 OCTOBER 15, 2021.**

**NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET**

CRESCO

Fiscal Year July 1, 2021 - June 30, 2022

The City of CRESCO will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2022

**Meeting Date/Time:** 10/18/2021 05:30 PM

**Contact:** Michelle Elton

**Phone:** (563) 547-3101

**Meeting Location:** City Hall, 130 N Park Place, Cresco, IA 52136

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	2,085,608	0	2,085,608
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	2,085,608	0	2,085,608
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	0	0	0
Other City Taxes	6	593,250	0	593,250
Licenses & Permits	7	53,900	0	53,900
Use of Money & Property	8	133,633	0	133,633
Intergovernmental	9	771,669	363,600	1,135,269
Charges for Service	10	2,631,800	97,900	2,729,700
Special Assessments	11	34,000	0	34,000
Miscellaneous	12	299,270	0	299,270
Other Financing Sources	13	12,400	0	12,400
Transfers In	14	2,230,725	62,900	2,293,625
<b>Total Revenues &amp; Other Sources</b>	<b>15</b>	<b>8,846,255</b>	<b>524,400</b>	<b>9,370,655</b>
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>				
Public Safety	16	969,350	29,200	998,550
Public Works	17	1,597,825	124,600	1,722,425
Health and Social Services	18	5,400	0	5,400
Culture and Recreation	19	1,238,200	52,600	1,290,800
Community and Economic Development	20	179,400	7,000	186,400
General Government	21	427,600	-29,600	398,000
Debt Service	22	345,200	0	345,200
Capital Projects	23	0	0	0
Total Government Activities Expenditures	24	4,762,975	183,800	4,946,775
Business Type/Enterprise	25	1,796,300	264,000	2,060,300
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>26</b>	<b>6,559,275</b>	<b>447,800</b>	<b>7,007,075</b>
Transfers Out	27	2,230,725	62,900	2,293,625
<b>Total Expenditures/Transfers Out</b>	<b>28</b>	<b>8,790,000</b>	<b>510,700</b>	<b>9,300,700</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	<b>29</b>	<b>56,255</b>	<b>13,700</b>	<b>69,955</b>
Beginning Fund Balance July 1, 2021	30	6,780,045	1,235,465	8,015,510
<b>Ending Fund Balance June 30, 2022</b>	<b>31</b>	<b>6,836,300</b>	<b>1,249,165</b>	<b>8,085,465</b>

**Explanation of Changes:** Projects that were not completed last year will be done this year including well recasing, meter reading software upgrade, grit equipment replacement, security fence & gate, bleacher project, and sewer replacement. Unexpected expenditures that need to be done this year include roof replacement, CIP, and sewer main repairs. Wind damage caused unexpected repairs that were covered by insurance claims. The runway grant was approved for runway improvements that were not originally budgeted. Unexpected donations and the ARPA grant were received this year. Beginning Fund balance was adjusted to actual.

Mayor Bohle called the Cresco City Council meeting to order on October 4, 2021, at 5:30 pm. Council Members Brenno, McConnell, Fortune, Bouska, and Carman were present. No council members were absent.

Carman made the motion to approve the consent agenda which included approval of the agenda; claims; minutes from September 20<sup>th</sup> meeting and worksession; tax abatement under the Urban Revitalization Plan for Wemark Luxury Rentals LLC. Bouska seconded and it passed all ayes.

Public Works Director Widell reported (a) the street department finished chipsealing last week; (b) fall yardwaste pick up started today with four more days in October and November; (c) water department is replacing watermain shut off valves; (d) Northway will be here this week for the Well #3 recasing project; (e) we have a list from CIT of critical repairs on the sanitary sewer mains. We have requested a quote to fix them before we start televising the next quarter of town; (f) Attorney Braun sent a letter regarding the nuisance property on 4<sup>th</sup> Ave West. The house is being sold on contract so that makes the legal process more complicated and is taking longer.

Police Chief Ruroden presented his monthly report and noted there was an increase in animal and accident calls. He had five candidates perform testing and one passed. A conditional offer will be made this week.

City Clerk Elton reported (a) the Union negotiations will be starting soon so there will be a closed session at the next meeting to discuss negotiating items; (b) will be starting the budget process this month; (c) Teresa will be attending IMFOA training; (d) Niki is attending an Ahlers & Cooney training this week; (e) Michelle will be on vacation part of this week and next.

Carman reported on upcoming events for the Chamber including: October 27<sup>th</sup> is the Staff Appreciation Luncheon at the Heritage Events Center; Trunk or Treat is October 31<sup>st</sup> at the Fitness Center; November 19<sup>th</sup> is the Chamber/CIDC Banquet.

McConnell reported two applications were received for the Airport Commission and one will be appointed October 13<sup>th</sup>. He submitted a report of revenues brought into the community from aerial sprayers using the Cresco Airport.

Library Director Moore reported that they are still working on a revised ARPA Grant application for technology upgrades. The books have all been moved and she welcomed the public to stop in and see the Library. She will be attending the Howard County Library Association meeting and the Iowa Library Association conference this week. They are doing a movie on the 18<sup>th</sup> for students. She is working on her annual survey. Her 90-day evaluation will be next week. The Library is now on Instagram. The Library Board has been advised by the State Library not to advocate for the passage of the ballot items for the Library. They can answer questions but were advised not to pay for ads.

Mayor Bohle asked for comments from the audience. Stan Krider asked the police to do something about the speeding on 9<sup>th</sup> Street East. Chief Ruroden will try to get a speed trailer as there are several places it could be used to remind drivers to slow down.

Daren Sikkink from WHKS discussed the Hydraulic Study and Proposed 7th St W Project that he presented to the Public Works Committee. Maps show that several storm sewer lines are undersized, based on a 10-year historical rain, on 2<sup>nd</sup> Ave W, 7<sup>th</sup> St W, and Highway 9. The proposal would install a new storm sewer ranging from 15 inches to 48 inches along 7<sup>th</sup> St W. Due to the poor condition of the 4-inch watermains and street conditions, the proposed project would replace the street and watermains, cap the sinkhole, and install a detention pond. A portion of the street cost would be assessed to property owners. The estimated cost of the whole project is \$2,684,325. Council will discuss this further during the CIP worksession.

Mr. Sikkink reported that the Public Works Committee also reviewed an Engineer's study done in 2012 on the water storage and well pumping capacity for the City. Based on the calculations in 2012 and the reduction of pumpage in recent years, WHKS believes the City has sufficient capacity and does not need a new well and/or water tower at the present time.

Mr. Sikkink reported that two quotes were received for the installation of the grit equipment: Blazek Corporation \$14,450; Winona Mechanical Inc \$34,900. Brenno made a motion to approve the resolution approving contract and bond from Blazek Corporation for the Cyclone and Classifier Replacement Project, in and for the City of Cresco, Iowa. McConnell seconded and it passed all ayes.

Mayor Bohle left and Mayor Pro-Tem Bouska conducted the remainder of the meeting.

Elizabeth Thyer of Gardiner + Company presented the City of Cresco Audit Report for Fiscal Year Ending June 30, 2021. An unmodified opinion was issued which means a clean report and they believe the financial statements are fairly presented. The audit is based on tests and samples and points out that the financial reports are using the cash basis of accounting. Overall cash balances increased \$1,070,650 from last year. The increase was due in part to COVID due to capital projects that were postponed and additional grants and donations received. Two long-term debts were paid off this year. State Auditor Rob Sand has issued his interpretation of public purpose. He is requiring Auditors to note any payments cities make to non-profits or other governmental agencies. This includes payments to Helping Services, Northeast Iowa Community Action, Northeast Iowa Housing Trust Fund, and Howard County Business & Tourism/Chamber/CIDC. Next year 28E agreements to provide services for the City will need to be approved prior to payment. A copy of the audit report is available for review at the Clerk's Office, Cresco Public Library, and on the Auditor of State's website at <https://auditor.iowa.gov/audit-reports>. Mr. Krider questioned the use of Road Use Tax funds for the payment of street department wages. Supporting financial information will be provided to Mr. Krider by the City Clerk.

Fortune made a motion to approve the resolution to record the Release of Reversionary Right to a portion of the property pursuant to the Development Agreement with BDM Developers LLC. Carman seconded and it passed all ayes.

Carman made a motion to approve a resolution authorizing the Mayor and City Clerk to enter into a Facilities Use Agreement with Northeast Iowa Area Agency on Aging. McConnell seconded and it passed all ayes.

Brenno made a motion to approve a resolution accepting the Annual Urban Renewal Report of the City of Cresco, Iowa for the fiscal year 2020-2021 and directing the City Clerk to file the report with the State of Iowa Department of Management. McConnell seconded and it passed all ayes.

Bouska made a motion to set a Public Hearing for October 18, 2021 to amend the Budget for fiscal year ending June 30, 2022. Carman seconded and it passed all ayes.

Two quotes were reviewed to replace a portion of the fence around the wastewater treatment plant and install a new gate. We are still clarifying some information on the quotes: River City Fence Company is approximately \$63,000 with a 30 foot gate and all new fence; Life Time Fence Company is \$51,405 with a 20 foot gate and re-using all of the fence. River City could possibly do the project this fall, whereas Life Time is busy with Derecho damages and could not commit to a date for installation. Staff recommended approving the quote (after clarification of details) from River City for the wider gate and hopefully get the project done this fall. Depending on the condition of the fence, part of it may be able to be reused. Bouska made

the motion to approve the quote (after clarification of details) from River City and authorize staff to move forward with the project with River City. Carman seconded and it passed all ayes.

Carman reported one of the long-term care facilities in Howard County has reported ten positive COVID-19 cases. All residents were vaccinated and all have minor or no symptoms. COVID remains very active in the community and school. The public is encouraged to schedule appointments for vaccinations and Pfizer booster shots on the RHS website.

Brenno moved to adjourn the Council Meeting at 7:46 pm. Carman seconded and it passed all ayes. The next regular Cresco City Council meeting will be October 18, 2021, at 5:30 pm at Cresco City Hall.

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Mayor Pro-Tem Amy Bouska

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City Clerk Michelle Elton

Following is a list of claims approved for payment:

AHLERS&COONEY	Legal	121.00	LOPEZ,EDGAR	CrRef	13.71
ALLIANT	Elect	13,467.98	LT MECH	Srvc	1,836.70
ALVARES,NORMA	CrRef	21.79	MCCONNELL,RITA	DpRf	80.00
AUDITOR OF STATE	Fee	425.00	MCMASTER-CARR	Supp	440.00
BLACK HILLS	Gas	1,276.46	MEDIACOM	Phone	309.98
BODENSTEINER	Supp	245.04	MIDWEST RADAR	Srvc	240.00
BORN,MICHAEL	Meal	20.23	PAYROLL		71,139.79
BROSHOUS,DAWN	DpRf	80.00	POSTMASTER	Postage	571.74
BROWN SUPPLY	Equip	943.60	PRINCIPAL LIFE	Ins	107.90
BRUENING	Rock	404.82	REICKS,ALEXIS	DpRf	80.00
CAMPSITE	LP	124.16	RIVER CITY FENCE	Srvc	987.90
CARRICO	Chems	791.50	SANDRY FIRE	Supp	139.16
CITY OF CRESCO	Ins	4,272.91	SONKO,OMAR	DpRf	80.00
CITY OF CRESCO	Util	1,242.58	SQUARE	CcFees	32.36
CREATIVE PRODUCT	PR	193.42	TIESKOTTER,TAYLOR	DpRf	107.77
CR HTG&VTG	Srvc	332.32	VERIZON	Wireless	223.29
CR SHOPPER	Ads	312.00	WEBER PAPER	Supp	12.30
CR TPD	Notices	573.77	WINDSTREAM	Phone	840.32
CROELL	Concr	2,344.00	ZARNOTH	Parts	887.90
CULLIGAN	Srvc	84.59	ZIEGLER	Parts	152.10
DC COMM	Phone	20.17	GENERAL		71,061.57
DELUXE ECHOSTAR	Movie	40.00	NUISANCE		12.00
DERLEIN SCALE	Srvc	105.00	FIRE STATION BLDG		126.24
EMPL BEN SYS	Fees	240.00	CR COMM FIRE		348.71
ENVIRON RES	Supp	139.30	ROAD USE TAX		13,501.16
FIRE SRVC	Trng	209.55	EMPL BENE		1,110.26
GARDINER+CO	Audit	3,825.00	WATER		9,000.82
GILLETTE PEPSI	Conces	1,020.32	WATER DEP		588.02
HANSEN,THOMAS	DpRf	80.00	SEWER OP		13,481.65
HASKOVEC,SAMANTHA	DpRf	28.02	SEWER PROJ		2,344.00
HEWETT	Conces	382.75	CAP IMPR		25.09
HC REC	Fees	12.00	YARDWASTE		491.18
IA MUNICIPAL	Trng	115.00	TOTAL FUNDS		112,090.70
IA DNR	Fee	95.00	Revenues 9/21-10/4/21		243,112.88
KEYSTONE LAB	Analys	138.50			
LAWSTON,BLAKE	DpRf	80.00			

Mayor Pro-Tem Bouska called the special Cresco City Council CIP worksession to order on October 4, 2021, at 6:50 pm. Council Members Brenno, McConnell, Fortune, Bouska, and Carman were present. No council members were absent.

McConnell presented a report on the revenues brought into the co-ops and communities in and around Howard County by airplane pilots spraying and seeding crops. Airport Commission Member Gerald Ferrie explained the incentives that many farmers are receiving to plant cover crops to prevent erosion. The seeding is done mainly by airplanes. This is a growing industry and some aerial applicators are considering making a home-based operation in Cresco. Council appreciated getting some hard facts on the usage of the airport and the impact on the community. Council agreed that the resolution to approve the Iowa DOT grant for the airport runway drainage project should be voted on at the next Council meeting on October 18, 2021.

Capital projects were reviewed with an updated breakdown for City expense and potential funding sources. There was much discussion regarding the proposed projects listed in the Fitness Center HVAC Study. Amy will get clarification from the engineers.

No formal action was taken.

McConnell moved to adjourn the CIP Worksession at 8:06 pm. Carman seconded and it passed all ayes. The next regular Cresco City Council meeting will be October 18, 2021, at 5:30 pm at Cresco City Hall.

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Mayor Pro-Tem Amy Bouska

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City Clerk Michelle Elton





**State of Iowa**  
Alcoholic Beverages Division



**State of Iowa**  
Alcoholic Beverages Division

**Applicant**

NAME OF LEGAL ENTITY: Fat T's Cafe LLC  
NAME OF BUSINESS (DBA): Fat T's Cafe LLC  
BUSINESS: (563) 422-7578

ADDRESS OF PREMISES: 128 North Elm Street  
CITY: Cresco  
COUNTY: Iowa  
STATE: Iowa  
ZIP: 52136

MAILING ADDRESS: 128 North Elm Street  
CITY: Cresco  
STATE: Iowa  
ZIP: 52136

**Contact Person**

NAME: Troy B Cleveland  
PHONE: (563) 422-7624  
EMAIL: cathycleveland68@yahoo.com

**License Information**

LICENSE NUMBER: Special Class C Liquor License  
LICENSE/PERMIT TYPE: 12 Month  
TERM: Submitted to Local Authority  
STATUS: Authority

TENTATIVE EFFECTIVE DATE: Dec 1, 2021  
TENTATIVE EXPIRATION DATE: Nov 30, 2022  
LAST DAY OF BUSINESS:

SUB-PERMITTS/PRIVILEGES: Special Class C Liquor License, Outdoor Service, Sunday Service

**Status of Business**

BUSINESS TYPE: Limited Liability Company

**Ownership**

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Troy Cleveland	Cresco	Iowa	52136	Co-owner	50.00	Yes
Nathaniel Roethler	Cresco	Iowa	52136	co owner	50.00	Yes

**Insurance Company Information**

INSURANCE COMPANY: Illinois Casualty Co  
POLICY EFFECTIVE DATE: 2021-09-13  
POLICY EXPIRATION DATE: 2022-09-13

DRAM CANCEL DATE: OUTDOOR SERVICE EFFECTIVE DATE: OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE: TEMP TRANSFER EFFECTIVE DATE: TEMP TRANSFER EXPIRATION DATE

**CITY OF CRESCO  
CASH & INVESTMENT BY FUND  
AS OF SEPTEMBER 30, 2021**

	<b>CASH BALANCE</b>	<b>MONEY MKT BALANCE</b>	<b>CD BALANCE</b>	<b>OTHER BANK BALANCE</b>	<b>FUND BALANCE</b>	
001	General Fund	4,073.11	488,400.00	700,000.00	-	1,192,473.11
001	General Fund - Theatre	-	-	-	4,122.17	4,122.17
001	General Fund - Credit Card Processing	-	-	-	3,500.00	3,500.00
001	General Fund - RAGBRAI	-	-	8,985.11	-	8,985.11
002	General Fund-Hotel/Motel	599.99	19,000.00	10,000.00	-	29,599.99
022	Local Option Tax Project	915.26	877,000.00	723,000.00	-	1,600,915.26
065	Nuisance House Fund	299.49	3,000.00	-	-	3,299.49
078	Fire Station Building	290.23	10,000.00	-	-	10,290.23
087	Equipment Replace	530.24	10,000.00	20,000.00	-	30,530.24
090	Office/Computer Equip.	58.29	9,000.00	20,000.00	-	29,058.29
091	Street Equipment Trust	870.95	35,000.00	30,000.00	-	65,870.95
092	Theatre Trust	863.30	21,000.00	20,000.00	-	41,863.30
094	Airport Trust	840.31	70,000.00	-	-	70,840.31
098	Cresco Community Fire	983.95	59,000.00	35,000.00	-	94,983.95
110	Road Use Tax Fund	836.56	375,000.00	300,000.00	-	675,836.56
112	Employee Benefits Trust	642.21	342,000.00	350,000.00	-	692,642.21
119	Emergency Fund	62.34	2,000.00	-	-	2,062.34
160	CIDC/CityRevol.Loan-bus.	518.45	39,000.00	-	-	39,518.45
177	Police Forfeiture Fund	240.13	-	-	-	240.13
182	Rehab Housing	999.62	41,000.00	-	-	41,999.62
183	Equip.Repair-Fitness Ctr	656.65	94,000.00	-	-	94,656.65
184	City Park Trust	544.03	7,000.00	-	-	7,544.03
185	Recreation Supply	398.16	12,000.00	-	-	12,398.16
186	Park Tree Trust	220.52	4,000.00	-	-	4,220.52
188	Fire Equipment Trust	439.27	13,000.00	30,000.00	-	43,439.27
189	Library Trust	89.57	37,000.00	20,000.00	-	57,089.57
200	Debt Service Fund	717.18	59,000.00	35,000.00	-	94,717.18
322	Scene Shop Project Fund	641.03	13,000.00	-	-	13,641.03
323	ARPA Grant Project	700.44	278,000.00	-	-	278,700.44
600	Water Utility Fund	1,475.92	327,000.00	150,000.00	-	478,475.92
601	Water Deposit Trust	650.48	18,000.00	15,000.00	-	33,650.48
602	Water Utility Replacement	218.89	309,000.00	200,000.00	-	509,218.89
610	MSSU Revenue	1,912.21	497,000.00	220,000.00	-	718,912.21
612	MSSU Operation/Maint	894.94	-	-	-	894.94
613	MSSU Replacement	224.26	729,000.00	400,000.00	-	1,129,224.26
614	MSSU Rev.Bond Int	895.04	5,000.00	27,000.00	-	32,895.04
620	Cap Imp Water, Sewer, Storm	1,122.32	55,000.00	50,000.00	-	106,122.32
670	Yard Waste Fund	660.91	90,000.00	45,000.00	-	135,660.91
820	Health Ins Partial Self Fund	-	-	60,000.00	63,255.12	123,255.12
<b>Totals</b>		<b>26,086.25</b>	<b>4,947,400.00</b>	<b>3,468,985.11</b>	<b>70,877.29</b>	<b>8,513,348.65</b>
		0%	58%	41%	1%	8,513,348.65

Checking - Cresco Bank & Trust (operating)	0.05%	26,086.25
Checking - CB&T (credit cards)	0.00%	3,500.00
Theatre Checking (CB&T)	0.00%	4,122.17
Money Market - Cresco Bank & Trust	0.25%	4,947,400.00
MMKT Hlth Ins Partial Self Funded	0.15%	63,255.12
CD RAGBRAI - 3 yr - matures 9/14/23 (CUSB)	0.65%	8,985.11
CD Safe-T-Fund -6 mth - matures 11/17/21	0.30%	60,000.00
CD - 1 year - matures 8/16/22 (CUSB)	0.35%	3,400,000.00

Eligible for Exchange Rate - 1 time higher interest rate

**\$ 8,513,348.65**

CITY OF CRESCO  
 REVENUE REPORT  
 CALENDAR 9/2021, FISCAL 3/2022

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	% RECEIVED
	GENERAL TOTAL	188,829.91	507,217.62	3,237,288.00	15.67
	HOTEL/MOTEL TAX TOTAL	.00	5,820.40	20,000.00	29.10
	LOST PROJECT TOTAL	45,417.88	130,279.36	485,500.00	26.83
	NUISANCE HOUSE TOTAL	.60	1.35	12,400.00	.01
	FIRE STATION BUILDING TOTAL	1,976.72	9,326.40	80,850.00	11.54
	EQUIPMENT REPLACEMENT TOTAL	2.00	13.94	4,300.00	.32
	OFFICE EQUIPMENT TOTAL	1.80	13.02	100.00	13.02
	STREET TRUST TOTAL	26,320.01	31,251.26	39,500.00	79.12
	THEATRE TRUST FUND TOTAL	4.20	191.08	7,000.00	2.73
	AIRPORT TRUST FUND TOTAL	13.99	50.13	6,175.00	.81
	CRESCO COMMUNITY FIRE TOTAL	15,042.78	37,085.56	114,150.00	32.49
	ROAD USE TAX TOTAL	64,690.35	161,132.37	520,000.00	30.99
	EMPLOYEE BENEFITS TOTAL	30,315.54	40,060.76	598,867.00	6.69
	EMERGENCY FUND TOTAL	1,835.91	2,062.34	35,600.00	5.79
	LOCAL OPTION SALES TAX TOTAL	50,269.51	143,830.65	525,000.00	27.40
	REVOLVING LOAN TOTAL	2,464.35	5,223.43	50,500.00	10.34
	REHAB HOUSE TOTAL	8.20	18.59	75,000.00	.02
	FITNESS CENTER TRUST TOTAL	26,580.47	26,997.00	17,400.00	155.16 Amend # 1
	PARK TRUST TOTAL	1,101.40	12,364.95	5,000.00	247.30 Amend # 1
	RECREATION SUPPLY TOTAL	2.40	2,435.37	10,000.00	24.35
	PARK TREE TRUST TOTAL	.80	841.88	1,800.00	46.77
	FIRE EQUIPMENT TOTAL	552.60	2,127.07	9,000.00	23.63
	LIBRARY TOTAL	26,369.10	29,642.09	2,000.00	1,482.10 next Amend
	DEBT SERVICE TOTAL	20,161.33	31,656.23	355,025.00	8.92
	SCENE SHOP PROJECT TOTAL	2.60	8.83	.00	.00
	ARPA GRANT PROJECT FUND TOTAL	55.58	278,700.44	.00	.00
	WATER TOTAL	55,032.08	161,897.18	609,500.00	26.56
	WATER DEPOSIT TOTAL	1,300.00	3,306.56	13,000.00	25.44
	WATER EQUIPMENT REPLACE TOTAL	65.37	290.95	178,300.00	.16
	SEWER TOTAL	76,672.15	219,385.36	853,900.00	25.69
	SEWER OPERATIONS TOTAL	44,000.00	127,000.00	670,000.00	18.96
	SEWER REPLACEMENT PROJ TOTAL	145.74	686.00	156,000.00	.44
	SEWER SINKING TOTAL	1.00	12.55	31,800.00	.04
	PROPRIETARY CAP IMPROVE TOTAL	6,795.45	20,148.75	81,700.00	24.66
	YARDWASTE TOTAL	3,267.18	9,936.28	39,600.00	25.09
	SELF INSURANCE TOTAL	8,257.24	22,384.73	.00	.00
	TOTAL REVENUE BY FUND	697,556.24	2,023,400.48	8,846,255.00	22.87

CITY OF CRESCO  
 BUDGET REPORT - Expenses  
 CALENDAR 9/2021, FISCAL 3/2022

ACCOUNT NUMBER	ACCOUNT TITLE	MDT BALANCE	YTD BALANCE	BUDGET	% SPENT
	GENERAL TOTAL	227,019.21	684,623.24	3,163,350.00	21.64
	HOTEL/MOTEL TAX TOTAL	1,000.00	10,575.00	20,000.00	52.88 <i>ok</i>
	LOST PROJECT TOTAL	5,602.01	15,190.02	296,900.00	5.12
	NUISANCE HOUSE TOTAL	400.00	600.00	12,400.00	4.84
	FIRE STATION BUILDING TOTAL	564.81	3,603.93	73,900.00	4.88
	EQUIPMENT REPLACEMENT TOTAL	.00	.00	1,000.00	.00
	OFFICE EQUIPMENT TOTAL	.00	.00	3,500.00	.00
	STREET TRUST TOTAL	.00	1,136.08	.00	.00
	THEATRE TRUST FUND TOTAL	.00	.00	2,000.00	.00
	CRESCO COMMUNITY FIRE TOTAL	5,251.67	9,032.23	82,900.00	10.90
	ROAD USE TAX TOTAL	54,234.24	134,039.42	561,000.00	23.89
	EMPLOYEE BENEFITS TOTAL	45,788.88	131,815.72	599,150.00	22.00
	EMERGENCY FUND TOTAL	.00	.00	35,600.00	.00
	LOCAL OPTION SALES TAX TOTAL	50,269.51	143,830.65	525,000.00	27.40
	REVOLVING LOAN TOTAL	50,000.00	50,500.00	50,000.00	101.00 <i>ok</i>
	REHAB HOUSE TOTAL	71.37	71.37	129,500.00	.06
	FITNESS CENTER TRUST TOTAL	.00	.00	57,000.00	.00
	PARK TRUST TOTAL	3,783.88	12,631.95	5,000.00	252.64 <i>Amend #1</i>
	RECREATION SUPPLY TOTAL	.00	2,740.00	10,000.00	27.40
	PARK TREE TRUST TOTAL	288.75	2,156.25	1,800.00	119.79 <i>ok</i>
	FIRE EQUIPMENT TOTAL	.00	.00	3,000.00	.00
	LIBRARY TOTAL	649.96	774.93	2,000.00	38.75
	DEBT SERVICE TOTAL	.00	750.00	345,200.00	.22
	WATER TOTAL	30,406.46	99,485.88	609,300.00	16.33
	WATER DEPOSIT TOTAL	674.79	3,222.28	13,000.00	24.79
	WATER EQUIPMENT REPLACE TOTAL	.00	10,615.44	120,100.00	8.84
	SEWER TOTAL	44,000.00	127,000.00	852,500.00	14.90
	SEWER OPERATIONS TOTAL	43,998.32	126,826.22	666,600.00	19.03
	SEWER REPLACEMENT PROJ TOTAL	570.00	46,675.90	424,000.00	11.01
	SEWER SINKING TOTAL	.00	.00	31,800.00	.00
	PROPRIETARY CAP IMPROVE TOTAL	40.04	4,638.42	900.00	515.38 <i>Amend #1</i>
	YARDWASTE TOTAL	582.97	3,300.33	91,600.00	3.60
	SELF INSURANCE TOTAL	4,409.18	15,259.86	.00	.00
	TOTAL EXPENSES BY FUND	569,606.05	1,641,095.12	8,790,000.00	18.67

Revenue Account	Fund Description	Reason	Revenue	Expense	Fund Description	Expense Account	Corrections/Reallocations
001-660-4013	Gen - Insurance	Insurance (Prop Tax Levy) / (WC reallocation)	(42,300)	(45,400)	General - Insurance	001-660-6408	
001-110-4013	Gen - Police	Insurance (Prop Tax Levy) / (WC reallocation)	10,600	10,100	Gen - Police	001-110-6409	
001-210-4013	Gen - Street	Insurance (Prop Tax Levy) / (WC reallocation)	11,400	11,400	Gen - Street	001-210-6409	
001-270-4013	Gen - Street (Cleaning)	Insurance (Prop Tax Levy) / (WC reallocation)	1,300	1,300	Gen - Street (Cleaning)	001-270-6409	
001-297-4013	Gen - Street (Trees)	Insurance (Prop Tax Levy) / (WC reallocation)	900	900	Gen - Street (Trees)	001-297-6409	
001-410-4013	Gen - Library	Insurance (Prop Tax Levy) / (WC reallocation)	600	600	Gen - Library	001-410-6409	
001-420-4013	Gen - Theatre	Insurance (Prop Tax Levy) / (WC reallocation)	500	500	Gen - Theatre	001-420-6409	
001-430-4013	Gen - Parks	Insurance (Prop Tax Levy) / (WC reallocation)	1,600	1,600	Gen - Parks	001-430-6409	
001-443-4013	Gen - FC	Insurance (Prop Tax Levy) / (WC reallocation)	1,900	1,900	Gen - FC	001-443-6409	
001-620-4013	Gen - Admin/PWD	Insurance (Prop Tax Levy) / (WC reallocation)	1,900	1,900	Gen - Admin/PWD	001-620-6409	
001-650-4013	Gen - City Hall	Insurance (Prop Tax Levy) / (WC reallocation)	500	500	Gen - City Hall	001-650-6409	
098-150-4015	Fire - Operating	Insurance (Prop Tax Levy) / (WC reallocation)	11,100	11,100	Fire - Operating	098-150-6409	
		Insurance (Prop/Equip Insurance)		500	Gen - Police	001-110-6408	
		Recode Insurance for City Hall		3,100	Gen - City Hall	001-650-6408	
001-660-4013	Gen - Insurance	Recode Insurance (Prop Tax Levy) for Fire	(11,650)				
001-650-4000	Gen - Property Tax	Recode Insurance (Prop Tax Levy) for Fire	11,650				
<b>TOTALS</b>			<b>0</b>	<b>0</b>			
001-430-47xx	Gen - Parks	Park-Donats&Ins Proceeds/Damage&AshRemov	13,000	13,000	Gen - Parks	001-430-640x	Revenue & Expense
091-240-4710	Street Trust	Stop Lights-Ins Proceeds/Wind Damage	14,000	14,000	Street Trust	091-240-6499	
001-280-4440	Gen - Airport	Eliminate small Airport Project/Grant	(25,500)	(25,500)	Gen - Airport	001-280-6499	
094-280-4440	Airport Trust	Airport Runway Drainage Project & Grant	110,500	130,000	Airport Trust	094-280-640x	
184-430-4705	Park Trust	Bean Bag Boards (Concrete w/ sponsor logo)	8,000	9,000	Park Trust	184-430-6498	
184-430-4705	Park Trust	East Park Bleachers	8,000	8,000	Park Trust	184-430-6750	
001-660-4711	Gen - Insurance	Solar Pro Insurance Reimbursement/Expense	2,300	2,300	Gen - Insurance	001-660-6408	
<b>TOTALS</b>			<b>130,300</b>	<b>150,800</b>			
098-150-4830	Fire - Operating	Delete TR for Fire Property Taxes	(36,250)	(36,250)	Gen - Fire	001-150-6910	Transfers
078-150-4830	Fire - Building	Delete TR for Fire Property Taxes	(6,950)	(6,950)	Gen - Fire	001-150-6912	
184-430-4830	Park Trust	TR Kessel Dugouts (most pd by HCCF Grant)	1,100	1,100	LOST - Parks	022-430-6911	
612-615-4833	Sewer Revenue Fund	TR Sewer Revenue to Operating Sewer	100,000	100,000	Sewer Operating Fund	610-615-6910	
065-599-4830	Nuisance House Fund	TR General Fund to Nuisance House(as needed	5,000	5,000	Gen - Comm & Econ Dev	001-599-6911	
<b>TOTALS</b>			<b>62,900</b>	<b>62,900</b>			
189-443-4705	Fitness Cir Trust	Amend Urban Revitalization Plan	7,000	7,000	Gen - Housing	001-430-6413	Increased Expenses
189-410-4705	Library Trust	Capital Improvement Planning	8,000	8,000	Gen - Admin	001-620-6490	
323-950-4400	Cap Project - ARPA	FC - Replace Boilers (4) done last year	(32,000)	(32,000)	Fitness Center Trust	189-443-6310	
		FC - Roof (new membrane)	50,000	50,000	Fitness Center Trust	189-443-6310	
		Kessel Dugouts (TR 1100; rest HCCF Grant)	(4,000)	(4,000)	LOST - Parks	022-430-6750	
		Kessel Dugouts (LOST 1100; rest HCCF Grant)	4,000	4,000	Park Trust Fund	184-430-6499	
		Engineer-Well Recas/Plan Design/Fees/Ern Response	10,000	10,000	Water - Project Fund	602-910-6490	
		Wall Recasing - Not done in past years	160,000	160,000	Water - Project Fund	602-910-6759	
		Water - Meter Reading Software (not done last yr)	12,000	12,000	Water - Project Fund	602-910-6504	
		Sewer - Critical Sewer Main Repairs	100,000	100,000	Sewer - Operating Fund	612-615-6399	
		Engineering - Grit Project (not done last yr)	15,000	15,000	Sewer - Project Fund	613-815-6480	
		Grit Project - Equipment & Install (not done last yr)	100,000	100,000	Sewer - Project Fund	613-815-6789	
		WWTP Security Fence & Gate (not done last yr)	90,000	90,000	Sewer - Project Fund	613-815-6799	
		Sewer Replacem 6th Ave SW (not done last yr)	43,000	43,000	Sewer - Project Fund	613-815-6767	
		Sewer Building - Decided to wait on building	(300,000)	(300,000)	Sewer - Project Fund	613-815-6750	
		Engineering - 7th St W Proj & Hydraulic Study	34,000	34,000	Capital Improvements Fund	620-699-6480	
<b>TOTALS</b>			<b>297,000</b>	<b>297,000</b>			
189-443-4705	Fitness Cir Trust	Donation - Sara Read Estate	26,300				Increased Revenue
189-410-4705	Library Trust	Donation - Sara Read Estate	26,300				
323-950-4400	Cap Project - ARPA	ARPA Grant	278,600				
<b>TOTALS</b>			<b>331,200</b>	<b>278,600</b>			
<b>TOTALS</b>						<b>\$13,700</b>	<b>Original Budget Net Income</b>
							<b>Amended Net Income (Loss)</b>
							56,255
							69,955

**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: \$5,820.40 Funds requested: \$3,900.00**

I. Members present: Amy Bouska, Jan Carman Via Phone: Bootie Kapler  
 HCBT present: Spiff Slifka, Jason Passmore

II. Recommendations

1. PSRT Signage

- a. Requesting \$400
- b. The committee scores this application favorably as it promotes outdoor recreation, the Prairie Springs Recreational Trail and the new PSRT Endowment opportunities.
- c. **Committee recommends awarding \$400**

2. Kellow House

- a. Requesting \$2,500
- b. The committee scores this application favorably and is encouraged by the proactive measures the Historical Society is taking to bring more visitors to the Kellow House.
- c. **Committee recommends awarding \$2,500**

3. Santa Parade

- a. Requesting \$1,000
- b. The committee scores this application favorably as the Santa Parade markets Cresco to the surrounding area and brings visitors to town.
- c. **Committee recommends awarding \$1,000**

**Tourism Advisory Committee Evaluation & Recommendation**

Application	Time Sensitive or Need	Application meets Tourism Definition	Lodging	Qtr 3 Funds recommendation
PSRT Signage	H	H	L	\$2,250
Kellow House	H	H	L	\$1,000
Santa Parade	H	H	L	\$1,000
<b>Recommended</b>				<b>\$3,900.00</b>
<b>Available 3rd Qtr Funds</b>				<b>\$5,820.40</b>
<b>Surplus</b>				<b>\$1,920.40</b>
H=high, M=medium, L=low				

## **3<sup>rd</sup> Qtr 2021 Tourism Grant Application**

**Project:** Kellow House

**Date:** 9/15/2021

**Organization/Agency Requesting Funding:** Howard County Historical Society

**Contact Person and Title:** Barb Holstrom

**Address:** 324 4th Ave W

**Phone:** 5635474020

**Email:** [barb@holstroms.com](mailto:barb@holstroms.com)

**Amount Requested:** \$2,500

**Total Cost of the Project:** \$6,345.29

**Event Date (if applicable):**

**Project Completion Date:** 10/31/2021

**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 Kellow House is in need of landscaping as they continue to renovate and make improvements to this historical and priceless museum. Two quotes were submitted: Pinters Landscaping for \$6,345.29 and Reicks Landscapes for \$5,107.00. The Historical Society will campaign for private donations to complete this project. Initial work is to remove existing landscape along front, east and west sides to the basement access and then replace with new landscaping and removal of all debris. The Historical Society is working to make the experience of the Kellow House more accessible to people and offer safer tours of the house. Picnic tables have been purchased for groups to sit outside, children's activity books will be available (printing as we speak), and self-guided tours are being developed with strategic speakers placed inside and outside of the house to explain it's historical significance. These self-guided opportunities will also be used with guided tours (i.e. half of the group will be downstairs or outside on self-guided tours and half will be with a tour guide upstairs). Masks and COVID-19 cleaning protocols are in place now to make this experience safer and more accessible.

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

**A:** Visitors are still looking for safe options to experience and Cresco is still seeing an influx of visitors to our community. We expect our hotels to be busy this fall and we want to be a part of that welcoming committee to give them a safe tour inside and outside of the Kellow House as they look for fun things to do in Cresco.

## 3<sup>rd</sup> Qtr 2021 Tourism Grant Application

Project: PSRT Signage

Date: 9/14/2021

Organization/Agency Requesting Funding: Prairie Springs Recreational Trail

Contact Person and Title: Spiff Slifka, Secretary

Address: 101 2nd Ave SW, Cresco 52136

Phone: 563.547.3434

Email: [spiff@cedausa.com](mailto:spiff@cedausa.com)

Amount Requested: \$400

Total Cost of the Project: \$750

Event Date (if applicable):

Project Completion Date: 9/30/2021

**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:** Prairie Springs Recreational Trail will partner with Howard County Conservation to place signs along the trail in Cresco and Vernon Springs recreational area to promote the PSRT Endowment Fund (a new fund for trail maintenance and expansion that offers a 25% Iowa tax credit), trail information and expanded recreational opportunities for residents and visitors. 10 signs = \$400, Posts and hardware = \$350. Total = \$750. PSRT and Howard County Conservation will pay the remaining costs and labor to put signs up. Howard County Community Foundation will develop QR codes to put on the signs for residents and visitors to directly deposit funds in to the Endowment Fund, find out more information about the Endowment Fund, more information about our trails in Cresco and Howard County and existing and expanding recreational opportunities in Howard County. This is a real collaborative project. If funded, we plan to have these signs placed by the end of September 2021. An example will be submitted with this application.

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

**A:** The signage project would educate residents and visitors about our trails, the new Endowment Fund, and recreational opportunities in Cresco and Howard County. Sharing on social media, an article in area newspapers and direct access with an easy QR code will bring people to Cresco with longer stays in our hotels.





## **3<sup>rd</sup> Qtr 2021 Tourism Grant Application**

**Project: 2021 Santa Parade**

**Date: 9/15/2021**

**Organization/Agency Requesting Funding: Cresco Area Chamber of Commerce**

**Contact Person and Title: Hillary Zidlicky, Events Coordinator**

**Address: 101 2nd Ave SW**

**Phone: 563-547-3434**

**Email: [hcbt@cedausa.com](mailto:hcbt@cedausa.com)**

**Amount Requested: \$1,000**

**Total Cost of the Project: \$2,000**

**Event Date (if applicable): 11/26/2021**

**Project Completion Date: 11/26/2021**

**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: On the day after Thanksgiving the celebrating will continue with the 39th Annual Santa Parade in Cresco, which is enjoyed by all, no matter what the weather has in store. Our parade is the kick-off to the Holiday Season since Santa makes his grand entrance for the year to turn on the lights at the Courthouse Lawn after its conclusion. Local businesses look forward to having the opportunity to showcase themselves by participating in the parade. The chamber utilizes its partnerships with businesses and ambassadors, general funds, and grants to put on this parade each year. Funds are mainly used to promote marketing of the parade to wider range of people in order to continue this Cresco tradition that runs through the beautifully decorated downtown.**

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

**A: The main objective of the Santa Parade is to encourage people coming to Cresco with the hopes of them doing some Holiday shopping while they're in town. An increase in lodging may not specifically be felt on this particular day. However, tourism is definitely impacted, not only for this event but throughout the Holiday season with businesses supporting the parade and welcoming attendees into their stores following the parade, other various Holiday festivities, and in conjunction with family gatherings. After this initial advertising, the Chamber continues to promote Christmas shopping in Cresco with its Jingle In Your Pocket promotion. The combination of the parade and Holiday promotions being held regularly has gained positive exposure for Cresco and its retailers with shoppers planning return trips or even extended stays which can lead to lodging use increasing.**

RESOLUTION NUMBER \_\_\_\_\_

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK  
TO ENTER INTO AN AGREEMENT WITH THE IOWA  
DEPARTMENT OF TRANSPORTATION FOR THE AIRPORT  
RUNWAY DRAINAGE IMPROVEMENTS PROJECT

WHEREAS, the City of Cresco was awarded a grant of 85% of eligible project costs, not to exceed \$110,500, for the Cresco Municipal Airport for runway drainage improvements; and

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

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

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Thereupon, the Mayor declared said Resolution duly passed and announced that the agreement for Contract No. 3384 for Project No. 9I220CJJ100, between the City of Cresco and IOWA DEPARTMENT OF TRANSPORTATION is approved and that the Mayor and City Clerk are authorized to execute the agreement on behalf of the City of Cresco.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_  
Mayor Mark Bohle

ATTEST: \_\_\_\_\_  
City Clerk Michelle Elton

**IOWA DEPARTMENT OF TRANSPORTATION  
AGREEMENT  
FOR THE FISCAL YEAR 2022  
Airport Improvement Program**

This AGREEMENT is made between the Iowa Department of Transportation called the "Iowa DOT" and City of Cresco, hereafter the "SPONSOR".

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

Improvements shall consist of: **Runway Drainage Improvements**, as more clearly defined in the project application.

It shall be referred to as the "Project" and shall be identified by  
Project number: **9I220CJJ100**  
Contract number: **3384**

**2.0 GENERAL PROVISIONS**

- 2.01 The SPONSOR shall have 90 days to sign and return this agreement or the Iowa DOT reserves the right to revoke this grant.
- 2.02 The SPONSOR shall have the project under contract no later than 12 months after the date of the agreement or the Iowa DOT reserves the right to revoke this grant.
- 2.03 The Iowa DOT agrees to reimburse the SPONSOR **85%** of the eligible project costs, not to exceed the maximum amount payable of **\$110500**, incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding, and final reimbursement will be made up to the contract amount in whole dollars.
- 2.04 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180.  
(<http://www.legis.state.ia.us/Rules/Current/iac/761iac/t180/t180.pdf>)
- Competitive bid procedures for all projects greater than \$139,000.
  - Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between \$77,000 and \$139,000
  - Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between \$57,000 and \$139,000,
  - Informal local procedures for projects less than the thresholds identified for competitive quotations.

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

specifications must be used. The SPONSOR shall submit any plans, specifications and other contract documents to the Iowa DOT for its files.

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

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

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

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

### **3.00 PROJECT CONDITIONS**

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

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

#### **4.00 SPECIAL PROVISIONS**

4.01 None

#### **5.00 SPONSOR ASSURANCES**

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

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

required or prescribed by the Iowa DOT for the maintenance and operation of such facilities as identified in the Iowa Administrative Code 761-Chapter 720.10

- 5.06 It will operate the Airport as such for the use and benefits of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the SPONSOR specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without unlawful discrimination between such types, kinds, and classes. The SPONSOR may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the airport. The SPONSOR may also prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation need of the public. It will operate the Airport on fair and reasonable terms, and without unjust discrimination.
- 5.07 The SPONSOR will keep up-to-date and provide to the Iowa DOT an airport layout plan. The SPONSOR will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.
- 6.00 EXECUTION OF THE AGREEMENT.** By resolution made a part of this agreement the SPONSOR authorized the undersigned to execute this agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, on behalf of the SPONSOR.

By: \_\_\_\_\_ Attested: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, on behalf of the Iowa Department of Transportation.

By: \_\_\_\_\_  
Tamara Nicholson  
Director  
Modal Transportation Bureau



# FARM LEASE CASH OR CROP SHARES

THIS LEASE ("Lease") is made between City of Cresco IA ("Landlord"), whose address for the purpose of this Lease is 130 N Park Place Cresco IA 52136 and \_\_\_\_\_ ("Tenant"), whose address for the purpose of this Lease is \_\_\_\_\_.

## THE PARTIES AGREE AS FOLLOWS:

**1. PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in Howard County, Iowa (the "Real Estate"): Approximately 79 crop acres, more or less, located in the Northwest Quarter (NW ¼) of Section Twenty-Seven (27), Township Ninety-Nine (99) North, Range Eleven (11), West of the 5<sup>th</sup> P.M. in Howard County, Iowa.

and containing 79 tillable acres, more or less, with possession by Tenant for a term of 3 years to commence on March 1, 2022, and end on February 28, 2025. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

**2. RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

a. Total annual cash rent of \$\_\_\_\_\_ payable, unless otherwise agreed, as follows: 100% due on March 1, 2022, March 1, 2023, March 1, 2024.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided 0% Landlord 100% Tenant. Governmental cost-sharing payments for permanent soil conservation structures shall be divided 0% Landlord 100% Tenant. Crop disaster payments shall be divided 0% Landlord 100% Tenant.

**3. LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the Real Estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant

as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

**4. INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be directed by the Landlord. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	% Landlord	% Tenant
(1) Commercial Fertilizer	0	100
(2) Lime and Trace Minerals	0	100
(3) Herbicides	0	100
(4) Insecticides	0	100
(5) Seed	0	100
(6) Seed cleaning	0	100
(7) Harvesting and/or Shelling Expense	0	100
(8) Grain Drying Expense	0	100
(9) Grain Storage Expense	0	100
(10) Other		

Phosphate and potash on oats or beans shall be allocated \_\_\_% the first year and \_\_\_% the second year, and on all other crops allocated \_\_\_% the first year and \_\_\_% the second year. Lime and trace minerals shall be allocated over \_\_\_ years. If this Lease is not renewed, and Tenant does not therefore receive the full allocated benefits, Tenant shall be reimbursed by Landlord to the extent Tenant has not received the benefits. Tenant agrees to furnish, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

**5. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.**

Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

Tenant shall maintain accurate yield records for the Real Estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government programs.

**6. DELIVERY OF GRAIN.** If this lease is a crop share lease, Tenant, without cost to Landlord, shall deliver Landlord's grain pursuant to request, at reasonable times, to the elevator at N/A or elsewhere at no further distant point.

**7. LANDLORD'S STORAGE SPACE.** If this lease is a crop share lease, Landlord reserves N/A% of all crib and granary space for storage of the rent share crops.

**8. ENVIRONMENTAL.**

a. **Landlord.** To the best of Landlord's knowledge to date:

i) Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

ii) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.

iii) No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.

iv) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

b. **Tenant.** Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicators licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

In the absence of selection of an alternative where choices are provided in this paragraph 8b, the choice of the word "may" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

**9. TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.

**10. POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so, Tenant agrees to pay Landlord \$ 500.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

**11. LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

**12. VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

**13. REPAIRS.** Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

**14. NEW IMPROVEMENTS.** All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.

**15. WELL, WINDMILL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, windmill, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, windmill, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the premises.

**16. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

**17. NO AGENCY.** Tenant is not an agent of the Landlord.

**18. TELEVISION AND RADIO.** Tenant may install and remove, without causing material injury to the premises, Tenant's television reception antennas, microwave dishes, and radio reception and transmission antennas.

**19. ACCOUNTING.** The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.

**20. ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

**21. CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

**22. CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

**23. NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.

**24. ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

**25. CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

**26. ADDITIONAL PROVISIONS.**

This lease shall be a 3-year lease commencing March 1, 2022 and ending February 28, 2025.

If Tenant fails to make any rent payment when due, Tenant specifically understands and agrees that Tenant shall not be entitled to enter upon the premises to plant or harvest any crop or for any other reason, and this lease shall be considered terminated immediately and without further notice and Landlord shall be entitled to possession and title in any growing or unharvested crop in addition to any other remedies available to Landlord at law or in equity.

Tenant is aware of and will comply with the Airport Height Restrictions contained in the Code of Ordinances of the City of Cresco and any state, federal or local regulation restricting the height of any plant, structure or object on the Real Estate. Specifically, Tenant is aware that no crops greater than 4 feet tall may be planted within the first 100 feet from each side of the runway, and only beans, oats, hay or small grains may be grown on the leased premises. Tenant shall not spread manure upon the Real Estate nor contract with any individual or entity to spread manure upon the Real Estate without further written consent from Landlord.

Tenant shall not leave any machinery or object on the Real Estate which would violate any height restriction or in any way constitute a threat to the safety of persons and/or aircraft using the Cresco Municipal Airport or to persons working on the runway.

Tenant must maintain the soil pH and fertility.

Dated: \_\_\_\_\_

TENANT:

LANDLORD:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Amy Bouska, Mayor Pro-Tem

By: \_\_\_\_\_

By: \_\_\_\_\_  
Michelle Elton, City Clerk

## To Do Penalty Calculation

(See following pages for examples)

- 1) Do on the 13<sup>th</sup> of the month. Do daily deposit as soon as mail has been delivered. Make sure ALL payments have been rung in, including IPAY and CHECKFREE.
- 2) Do backup. UBPENAL
- 3) Select Penalty Calculation under UB Processing.
- 4) Penalty date is today's date. Always the 13<sup>th</sup> unless that is a holiday/weekend.  
Select update to Utility Billing Files & General Ledger Files. (you can review this if you chose before update)
- 5) Print Journal. File in book under printer.

### Run Trial Balance

1. Under utility billing—reports—trial balance (see print screens)
  - a. Change order to Alpha ID
    - i. Change print device
    - ii. Print
  - b. Change order to Alpha ID
    - i. Print credit balance—no
    - ii. Uncheck new customer, temp inactive, vacant, and inactive
    - iii. Change print device
    - iv. Print
2. On printed pages:
  - a. Highlight column period 2 if the amount is over \$45
  - b. Hold these bills out separately
  - c. Post shut off notices (pink) on the 15<sup>th</sup>

**Delinquent notices** Done on the 13<sup>th</sup> of the month

Utility billing—processing—delinquent notices

1. Process date (13<sup>th</sup> of the month)
2. See print screens
3. Process
4. Notices will appear on screen
5. Load notices into printer, face down facing front
6. Print

All accounts that have a balance get the penalty. The only way to avoid is to have your bill paid in full. Any penalty that is applied is only able to be waived by requesting it by council. If they approve it, it will be waived.

Effective 10/12/2021 bill due date: Any account that has been guaranteed by Northeast Iowa Community Action will be penalty exempt due to the length of processing time to receive payment. Email or phone confirmation from NIACAC will be required to avoid late fee.