

45-421

Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2014 - ENDING JUNE 30, 2015

The City of: Cresco County Name: HOWARD Date Budget Adopted: 03/03/2014
(Date) xx/xx/xx

At a meeting of the City Council, held after the public hearing as required by law, as specified above, the proposed budget was adopted as summarized and attached hereto, and tax levies, as itemized below, were approved for all taxable property of this City. There is attached a Long Term Debt Schedule Form 703 for the debt service needs, if any.

County Auditor Date Stamp		563-547-3101 <small>Telephone Number</small>		_____ <small>Signature</small>		
January 1, 2013 Property Valuations						
		With Gas & Electric		Without Gas & Electric		
		2a <u>106,248,634</u>		2b <u>104,157,383</u>		
		3a <u>108,196,820</u>		3b <u>106,105,569</u>		
		4a <u>652,336</u>				
						Last Official Census <u>3,868</u>

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	(A) Request with Utility Replacement	(B) Property Taxes Levied	(C) Rate
384.1	8.10000	Regular General Levy	5 860,614	843,675	43 8.10000
(384)		Non-Voted Other Permissible Levies			
12(8)	0.67500	Contract for use of Bridge	6	0	44 0
12(10)	0.95000	Opr & Maint publicly owned Transit	7	0	45 0
12(11)	Amt Nec	Rent, Ins. Maint of Civic Center	8	0	46 0
12(12)	0.13500	Opr & Maint of City owned Civic Center	9 14,344	14,061	47 0.13500
12(13)	0.06750	Planning a Sanitary Disposal Project	10	0	48 0
12(14)	0.27000	Aviation Authority (under sec.330A.15)	11	0	49 0
12(16)	0.06750	Levee Impr. fund in special charter city	13	0	51 0
12(18)	Amt Nec	Liability, property & self insurance costs	14 105,000	102,934	62 0.98825
12(22)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.	462 16,100	15,783	465 0.15153
(384)		Voted Other Permissible Levies			
12(1)	0.13500	Instrumental/Vocal Music Groups	15	0	53 0
12(2)	0.81000	Memorial Building	16	0	54 0
12(3)	0.13500	Symphony Orchestra	17	0	55 0
12(4)	0.27000	Cultural & Scientific Facilities	18	0	56 0
12(5)	As Voted	County Bridge	19	0	57 0
12(6)	1.35000	Missi or Missouri River Bridge Const.	20	0	58 0
12(9)	0.03375	Aid to a Transit Company	21	0	59 0
12(17)	0.20500	Maintain Institution received by gift/devise	22	0	60 0
12(19)	1.00000	City Emergency Medical District	463	0	466 0
12(21)	0.27000	Support Public Library	23	0	61 0
28E.22	1.50000	Unified Law Enforcement	24	0	62 0
Total General Fund Regular Levies (5 thru 24)			25 996,058	976,453	
384.1	3.00375	Ag Land	26 1,959	1,959	63 3.00375
Total General Fund Tax Levies (25 + 26)			27 998,017	978,412	Do Not Add
Special Revenue Levies					
384.8	0.27000	Emergency (if general fund at levy limit)	28 28,687	28,122	64 0.27000
384.6	Amt Nec	Police & Fire Retirement	29	0	0
	Amt Nec	FICA & IPERS (if general fund at levy limit)	30 187,218	183,533	1.76207
Rules	Amt Nec	Other Employee Benefits	31 269,482	264,177	2.53633
Total Employee Benefit Levies (29,30,31)			32 456,700	447,710	65 4.29840
Sub Total Special Revenue Levies (28+32)			33 485,387	475,832	
Valuation					
386	As Req	With Gas & Elec	Without Gas & Elec		
	SSMID 1 (A)	(B)		34	66 0
	SSMID 2 (A)	(B)		35	67 0
	SSMID 3 (A)	(B)		36	68 0
	SSMID 4 (A)	(B)		37	69 0
	SSMID 5 (A)	(B)		555	565 0
	SSMID 6 (A)	(B)		556	566 0
	SSMID 7 (A)	(B)		1177	0
Total SSMID			38 0	0	Do Not Add
Total Special Revenue Levies			39 485,387	475,832	
384.4	Amt Nec	Debt Service Levy 76.10(6)	40 297,768	292,013	70 2.75210
384.7	0.67500	Capital Projects (Capital Improv. Reserve)	41	0	71 0
Total Property Taxes (27+39+40+41)			42 1,781,172	1,746,257	72 16.69528

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:
 Budgets that **DO NOT** meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published, or posted if applicable, and notarized, filed proof was evidenced.
- 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
- 3) Adopted property taxes do not exceed published or posted amounts
- 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total
- 5) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office

Fund Balance Worksheet for City of **Cresco**

		2013		2014		2015											
(1) * Annual Report FY		(pg 5, line 134) *		(pg 5, line 132) *		(pg 12, line 259) *		(pg 12, line 261) *									
General (A)	Special Rev (B)	TIF Special Rev (C)	Debt Serv (D)	Capt Proj (E)	Permanent (G)	Total Government (H)	Proprietary (I)	Grand Total (J)	General (A)	Special Rev (B)	TIF Special Rev (C)	Debt Serv (D)	Capt Proj (E)	Permanent (G)	Total Government (H)	Proprietary (I)	Grand Total (J)
1	1,778,317	1,477,102	56,537	227,449	349,119	3,888,524	1,696,101	5,584,625	1,941,336	1,513,020	38,711	233,166	147,293	0	3,873,526	1,972,430	5,845,956
2	2,880,333	1,444,131	89	1,579,642	260,031	6,164,226	2,110,997	8,275,223	2,716,822	1,384,013	0	390,800	120,000	0	4,611,635	2,094,600	6,706,235
3	2,717,314	1,408,213	17,915	1,573,925	461,857	6,179,224	1,834,668	8,013,892	2,875,390	1,415,175	38,711	390,500	215,000	0	4,934,776	2,071,750	7,006,526
4	1,941,336	1,513,020	38,711	233,166	147,293	3,873,526	1,972,430	5,845,956	1,782,768	1,481,858	0	233,466	52,293	0	3,550,385	1,995,280	5,545,665
(2) ** Re-Estimated FY																	
5	1,941,336	1,513,020	38,711	233,166	147,293	3,873,526	1,972,430	5,845,956	1,941,336	1,513,020	38,711	233,166	147,293	0	3,873,526	1,972,430	5,845,956
6	2,716,822	1,384,013	0	390,800	120,000	4,611,635	2,094,600	6,706,235	2,716,822	1,384,013	0	390,800	120,000	0	4,611,635	2,094,600	6,706,235
7	2,875,390	1,415,175	38,711	390,500	215,000	4,934,776	2,071,750	7,006,526	2,875,390	1,415,175	38,711	390,500	215,000	0	4,934,776	2,071,750	7,006,526
8	1,782,768	1,481,858	0	233,466	52,293	3,550,385	1,995,280	5,545,665	1,782,768	1,481,858	0	233,466	52,293	0	3,550,385	1,995,280	5,545,665
(3) ** Budget FY																	
9	1,782,768	1,481,858	0	233,466	52,293	3,550,385	1,995,280	5,545,665	1,782,768	1,481,858	0	233,466	52,293	0	3,550,385	1,995,280	5,545,665
10	2,738,065	1,354,102	0	391,099	2,100,000	6,583,267	2,143,300	8,726,567	2,738,065	1,354,102	0	391,099	2,100,000	0	6,583,267	2,143,300	8,726,567
11	2,668,815	1,367,850	0	385,765	2,100,000	6,522,430	2,046,500	8,568,930	2,668,815	1,367,850	0	385,765	2,100,000	0	6,522,430	2,046,500	8,568,930
12	1,852,018	1,468,110	0	238,800	52,293	3,611,222	2,092,080	5,703,302	1,852,018	1,468,110	0	238,800	52,293	0	3,611,222	2,092,080	5,703,302

* The figures in section (1) are taken from FORM F-66(A-2) STATE OF IOWA FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2013

** The remaining two sections are filled in by the software once ALL worksheets are completed.

CITY OF

Cresco

ADOPTED BUDGET SUMMARY
YEAR ENDED JUNE 30, 2015

Fiscal Years

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
		GENERAL REVENUES	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET	RE-ESTIMATED	ACTUAL
		(C)	(D)	(E)	(F)	(G)	(H)	(I)	2015	2014	2013
		(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
Revenues & Other Financing Sources											
Taxes Levied on Property	1	978,412	475,832		292,013				1,746,257	1,766,416	1,737,623
Less: Uncollected Property Taxes-Levy Year	2	0	0		0				0	0	0
Net Current Property Taxes	3	978,412	475,832		292,013				1,746,257	1,766,416	1,737,623
Delinquent Property Taxes	4	0	0		0				0	0	0
TIF Revenues	5								0	0	39
Other City Taxes	6	57,605	384,555		5,755				447,915	460,157	473,001
Licenses & Permits	7	13,100	0		0				13,100	13,700	13,396
Use of Money and Property	8	74,150	6,848		300		0	2,200	83,498	65,471	58,419
Intergovernmental	9	99,788	378,102		5,231		0	0	483,122	503,020	510,964
Charges for Fees & Service	10	996,460	0		0		0	1,285,400	2,281,860	2,231,200	2,222,602
Special Assessments	11	0	0		0		0	0	0	0	36,282
Miscellaneous	12	74,500	73,765		0		0	70,500	218,765	203,671	297,787
Sub-Total Revenues	13	2,294,015	1,319,102	0	303,299	0	0	1,358,100	5,274,517	5,243,635	5,350,113
Other Financing Sources:											
Total Transfers In	14	442,050	35,000	0	87,800	0	0	785,200	1,350,050	1,452,100	1,175,612
Proceeds of Debt	15	0	0	0	0	2,100,000	0	0	2,100,000	0	1,741,543
Proceeds of Capital Asset Sales	16	2,000	0	0	0	0	0	0	2,000	10,500	7,955
Total Revenues and Other Sources	17	2,738,065	1,354,102	0	391,099	2,100,000	0	2,143,300	8,726,567	6,706,235	8,275,223
Expenditures & Other Financing Uses											
Public Safety	18	571,845	182,300	0	0		0	0	754,145	941,760	859,185
Public Works	19	802,800	488,750	0	0		0	0	1,291,550	1,230,275	1,198,789
Health and Social Services	20	4,500	0	0	0		0	0	4,500	4,500	3,929
Culture and Recreation	21	861,620	221,400	0	0		0	0	1,083,020	1,105,080	1,047,886
Community and Economic Development	22	45,800	10,200	0	0		0	0	56,000	150,511	274,144
General Government	23	264,100	49,500	0	0		0	0	313,600	346,050	301,425
Debt Service	24	0	0	0	385,765		0	0	385,765	390,500	1,573,926
Capital Projects	25	0	0	0	0	2,100,000	0	0	2,100,000	115,000	405,829
Total Government Activities Expenditures	26	2,550,665	952,150	0	385,765	2,100,000	0	0	5,988,580	4,283,676	5,865,113
Business Type Proprietary: Enterprise & ISF	27										
Total Gov & Bus Type Expenditures	28	2,550,665	952,150	0	385,765	2,100,000	0	1,230,300	1,230,300	1,270,750	1,173,167
Total Transfers Out	29	118,150	415,700	0	0	0	0	1,230,300	7,218,880	5,554,426	6,838,280
Total ALL Expenditures/Fund Transfers Out	30	2,668,815	1,367,850	0	385,765	2,100,000	0	816,200	1,350,050	1,452,100	1,175,612
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	31						0	2,046,500	8,568,930	7,006,526	8,013,892
	32	69,250	-13,748	0	5,334	0	0	96,800	157,637	-300,291	261,331
Beginning Fund Balance July 1	33	1,782,768	1,481,858	0	233,466	52,293	0	1,995,280	5,545,665	5,845,956	5,684,625
Ending Fund Balance June 30	34	1,852,018	1,468,110	0	238,800	52,293	0	2,092,080	5,703,302	5,545,665	5,845,956

LONG TERM DEBT SCHEDULE
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

City Name: Cresco

Fiscal Year
2015

	Project Name (A)	Amount of Issue (B)	Date Certified to County Auditor (C)	Principal Due FY 2015 (D)	Interest Due FY 2015 +(E)	Bond Reg/Other Fees Due FY 2015 +(F)	Total Obligation Due FY 2015 =(G)	Paid from Funds OTHER THAN Current Year Property Taxes -(H)	Amount Paid by Current Year Debt Service Levy =(I)
(1)	SRF GENERAL OBLIGATION SERIES 2001	253,000	MAY 2005	14,000	1,960	56	16,016		16,016
(2)	SEWER REVENUE BOND	600,000	MAY 2005	34,000	4,725	135	38,860	38,860	0
(3)	GO CAP LOAN NOTE SERIES 2010	1,050,000	NOV 2010	125,000	17,500	500	143,000	37,500	105,500
(4)	SRF SEWER REVENUE BOND - SLUDGE STORAGE	483,000	DEC 2012	18,000	12,300	1,025	31,325	31,325	0
(5)	GO CAP LOAN NOTE SERIES 2013	1,700,000	JAN 2013	210,000	15,802	750	226,552	50,300	176,252
(6)							0		0
(7)							0		0
(8)							0		0
(9)							0		0
(10)							0		0
(11)							0		0
(12)							0		0
(13)							0		0
(14)							0		0
(15)							0		0
(16)							0		0
(17)							0		0
(18)							0		0
(19)							0		0
(20)							0		0
(21)							0		0
(22)							0		0
(23)							0		0
(24)							0		0
(25)							0		0
(26)							0		0
(27)							0		0
(28)							0		0
(29)							0		0
(30)							0		0
TOTALS				401,000	52,287	2,466	455,753	157,995	297,768

City of Cresco
Theatre Analysis

	Actual 06/30/2012	Actual 06/30/2013	<i>Projected</i> 06/30/2014	Budget 06/30/2014	Budget 06/30/2015
REVENUE:					
Rent - Theatre	6,000	6,500	7,200	7,200	7,200
Rent - Champlin	1,105	825	600	600	600
Comm Fd Grant		3,000			
Prop Tax-Theatre Levy	14,308	14,366	14,236	14,236	14,344
Prop Tax	<u>3,844</u>	<u>2,835</u>	<u>1,964</u>	<u>1,964</u>	<u>3,856</u>
TOTAL OP REVENUE	25,257	27,526	24,000	24,000	26,000
EXPENSES:					
Utilities	12,130	12,992	17,340	15,400	16,400
Custodian	271	441	420	500	500
Insurance	3,297	4,104	4,200	3,500	4,500
Advertising	218	137	100	100	100
Maint/Repairs	<u>3,293</u>	<u>377</u>	<u>8,100</u>	<u>7,500</u>	<u>4,500</u>
Total Op Expenses	19,209	18,051	30,160	27,000	26,000
Net Profit	6,048	9,475	-6,160	-3,000	0

Note: \$3,000 Comm Fd Grant rcv'd in 13 paid in 14

Major Repairs Paid By LOST (Local Option Sales Tax) in addition to Operations

Major Repairs	<u>15,324</u>	<u>21,109</u>	<u>45,000</u>	<u>50,000</u>	<u>46,200</u>
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Cresco Theatre/Opera House Lease Agreement

THIS LEASE AGREEMENT is made and entered into this (dd/mm/yyyy) January 13, 2013 by and between the City of Cresco, referred to herein as LANDLORD, and CRESCO THEATRE, LLC, doing business as Cresco Theatre, referred to herein as TENANTS.

WITNESSETH:

1. **PREMISES LEASED AND TERM OF LEASE.** LANDLORD, in consideration of the terms and provisions contained in this Lease Agreement, does hereby lease to TENANTS the theatre building located upon the following described real estate and the real estate, to-wit:

Lot Five (5) in Block Four (4) of Park Addition to Cresco, and the North Three Fee (N 3 ft) of Lot One (1) in Block 16 (16), of the Original Plat of Cresco, Howard County, Iowa,

for the term of one (1) year, commencing on January 13, 2013, at 12:01 a.m., to and including midnight of January 13, 2014.

2. **RATE OF RENT.** Tenants agree to pay LANDLORD \$ 1000 per month commencing on January 21, 2013, and said rent shall be paid on the 21st day of each month hereafter during the term of this lease. All rent payments shall be due and payable to the City of Cresco, Iowa. Annual income statements will be made available yearly to the City Clerk by TENANT.

3. **RENEWAL AND TERMINATION OF LEASE.** Unless this lease is terminated as hereinafter provided, this lease shall continue on a month to month basis from the 1st of the month to the 1st of the following month, at the same rental rate as provided above.

In order to terminate this lease effective January 13, 2013 at midnight, and so that this lease is not renewed on a month to month basis, either the LANDLORD or TENANTS must give notice to the other party of their intent not to renew the lease, but to terminate the lease, and said notice must be given prior to January 1, 2014. Thereafter, if this lease is renewed, said lease may be terminated at any time a 60-day written notice of termination given by one party to the other party.

When this lease does terminate, TENANTS shall immediately vacate the premises and surrender full possession to LANDLORD.

4. **POSSESSION.** Possession of the premises shall be given by LANDLORD to TENANTS on January 13, 2013.

5. **USE OF PREMISES.** Tenants covenant and agree during the term of this lease to use and to occupy the leased premises only for a motion picture theatre and for presentation of live stage performances. For restrictions on use, see Paragraph 11 below. TENANTS shall operate the theatre in accordance with guidelines established by the Cresco Theatre

Commission, and provided in writing to the Tenants, and TENANTS shall maintain the premises in the present state and pay for the general maintenance and upkeep of the theatre as hereinafter provided:

- A. TENANTS take said premises in its present condition.
- B. TENANTS shall, after taking possession of the premises and until termination of the lease and vacation of the premises, at their own expense, care for and maintain said premises in a reasonably safe condition. TENANTS shall not permit or allow the premises to be damaged or depreciate in value by any act of neglect by TENANTS or their agents or employees. TENANTS are responsible for replacing all light bulbs that burn out, and the cost of the replaced bulbs will be paid by LANDLORD. The LANDLORD will be responsible for paying for general maintenance for plumbing and electrical fixtures and will pay bills incurred for such maintenance. The LANDLORD shall maintain and pay for all maintenance and bills incurred in keeping up the heating and air conditioning units. TENANTS shall not make any structural alterations or improvements to the premises without the written consent of LANDLORD. TENANTS shall not replace any fully depreciated equipment without the consent of LANDLORD. The theatre is a National Historic Site and any changes to the structure must be approved by the Theatre Commission.
- C. TENANTS have requested the Theatre Commission to enable Tenants to utilize the theatre to a greater extent by providing more showings of recent movies, by sponsoring promotions which may include the Chamber of Commerce, and to capitalize upon the National Historic Site of the theatre.
- D. TENANTS will make no unlawful use of said premises and agree to comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality laws and rules, the statutes and laws of the State of Iowa and the Federal Government.
- E. TENANTS shall not allow trash to accumulate on the premises, either inside the building or outside the building.

6. DUTIES OF LANDLORD REGARDING PREMISES. LANDLORD will keep the roof, structural part of the floor, walls and other structural parts of the building in good repair. LANDLORD agrees to do the following improvements to the premises during the term of this lease:

- A. Repair roof for the purpose of keeping the roof from leaking.
- B. Repair windows that need to be replaced.
- C. Pay the cost of any painting and repair work to any walls, ceiling, and floor.
- D. Landlord shall be responsible for the removal of ice and snow on the premises during normal city business hours and at any time the City has rented out Champlin Hall.

7. UTILITIES AND SERVICES.

- A. All utilities are paid by LANDLORD, except the telephone which is TENANTS' responsibility. TENANTS pay for all advertising services.
 - B. The heating and air conditioning equipment shall be furnished and maintained at the expense of LANDLORD.
 - C. Janitor service shall be furnished as the expense of TENANTS, including removal of refuse from the premises.
8. **ASSIGNMENT AND SUBLETTING.** This lease may not be assigned or sublet without the written permission of LANDLORD.

9. **INSURANCE.**

- A. LANDLORD and TENANTS will each keep their respective property interests in the premises and their liability in regard thereto and the personal property on the premises reasonably insured against hazards and casualties, that is, fire and those items usually covered by extended coverage, and TENANTS will procure and deliver to LANDLORD a certification from the respective insurance companies to that effect. Such insurance shall be made payable to the parties hereto as their interests may appear, ~~except that the TENANTS' share of such insurance proceeds are hereby assigned and made payable to the LANDLORD to secure rent or other obligations then due and owing LANDLORD by TENANT.~~ JJ.
- B. TENANTS will not do or omit the doing of any act which would vitiate any insurance, or increase the insurance rates in force upon the real estate improvements on the premises or upon any personal property of the TENANTS upon which LANDLORD by law or by any terms of this lease has or shall have a lien.
- C. Subrogation rights are not to be waived unless a special provision is attached to this lease.
- D. TENANTS further agree to comply with recommendations of Iowa Insurance Service Bureau and to be liable for and to promptly pay, as if current rental, any increase in insurance rates on said premises and on the building of which said premises are a part, due to increased risk or hazards resulting from TENANTS' use of the premises otherwise than as herein contemplated and agreed.
- E. **INSURANCE PROCEEDS.** LANDLORD shall settle and adjust any claim against any insurance company under its said policies of insurance for the premises, and said insurance monies shall be paid to and held by the LANDLORD to be used in payment for costs of repairs or restoration of damaged building if the destruction is only partial.
- F. TENANTS shall furnish a copy of their insurance policies concerning their TENANT liability and their casualty insurance coverage to LANDLORD within 15 days of signing the lease.

10. **LANDLORD IS THE OWNER** of the premises, building, equipment, fixtures and personal property in the building on the premises, all of which are covered under the terms of this lease by LANDLORD to TENANTS.

11. **RESTRICTIONS ON OPERATION OF PREMISES.**

- A. TENANTS shall not be allowed to show any motion pictures that are rated "NC-17."
- B. TENANTS may show "R" rated motion pictures, provided that no persons under 16 years of age may be admitted to such performances unless accompanied by a parent or guardian or with the consent of apparent or guardian.
- C. TENANTS shall provide one motion picture per week unless a special showing requires a longer run. It is the intention of TENANTS to operate the theatre seven (7) nights a week, unless the theatre is used for live presentations or practices. Ticket prices will be kept at reasonable prices, except for special shows.
- D. TENANTS shall allow a total of 20 days each year for use of the theatre by local groups for stage presentations, provided that six (6) weeks' notice to TENANTS shall be required by such groups needing to use the stage. Additional days may be booked by joint agreement of TENANTS and the Theatre Commission. TENANTS shall furnish two persons to provide assistance for sponsoring organizations during any such productions or presentations when concession stand is available.
- E. Rentals to be charged groups using the theatre for stage presentations shall be as follows:
 - a. \$35.00 per day for a non-profit group if it does not interfere with a normally scheduled production, to be paid to TENANTS.
 - b. \$50.00 per day for a non-profit group if it interferes with normally scheduled productions for any Monday, Tuesday, Wednesday, or Thursday, to be paid to TENANTS.
 - c. \$100.00 per day for a non-profit group if it interferes with normally scheduled productions for any Friday, Saturday, or Sunday, to be paid to TENANTS.
 - d. These prices are based on the theatre being returned to its previously clean condition.
 - e. Rental charged for-profit groups will be at the discretion of the TENANTS and paid to TENANTS.
- F. **CONCESSIONS.** TENANTS shall operate such food and soft drink concessions as they may desire, with TENANTS furnishing all food and soft drinks at their expense. LANDLORD will furnish popcorn machine and equipment, to be maintained and repaired by LANDLORD. Prices will be maintained at a reasonable level.
- G. LANDLORD will furnish all automated motion pictures projection equipment and will pay for repairs to projection equipment. LANDLORD will provide a

storage room for supplies, office space for the theatre, a hot water heater and access to a water spigot for cleaning purposes.

H. The basement of the building is not included in this lease.

12. TERMINATION OF LEASE AND DEFAULTS OF TENANTS.

- A. This lease shall terminate upon expiration of this lease after notice of termination is given by one party to the other as provided in paragraph 3 above.
- B. In the event TENANTS fail to pay rent when due or after proper notice is given by LANDLORD to TENANTS to pay delinquent rent, then this lease shall terminate.
- C. **BANKRUPTCY OR INSOLVENCY OF TENANTS.** In the event TENANTS are adjudicated bankrupt or in the event of a judicial sale or other transfer by TENANTS' leasehold interest by reason of any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days from the giving of notice thereof by LANDLORD to TENANTS, then and in any such events, LANDLORD may, at its option, immediately terminate this lease and re-enter said premises, upon giving of ten (10) days' notice by LANDLORD to TENANTS.
- D. The death of either one of TENANTS shall not terminate this lease.

13. PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC. This lease shall be binding on the undersigned parties and the successors of TENANTS, to include their heirs, administrators, executors and successors in interest.

14. TENANTS RIGHT TO FORM A PARTNERSHIP OR CORPORATION. TENANTS will have the right to form any type of business entity between themselves, such as a partnership or corporation, and this lease shall be in full force and effect in the event TENANTS form a business entity such as a partnership or corporation.

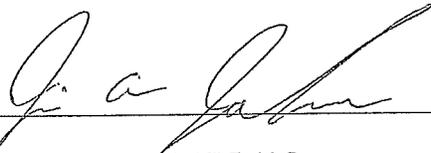
15. TRAINING. A member of the Theatre Commission, Cresco City Council, or their designee or designees shall have the right to be trained in running the movie projector and other equipment necessary to run the movie theatre.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease the day and year first above written.

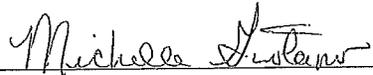
CITY OF CRESCO

BY 

MAYOR

BY  MEMBER

TENANT CRESCO THEATRE, LLC

ATTEST: 

CITY CLERK

APPROVED: THEATRE COMMISSION

BY: 

PRESIDENT OF THEATRE COMMISSION

RESOLUTION NUMBER 011301

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO A LEASE AGREEMENT WITH CRESCO THEATRE**

WHEREAS, the Theatre and Champlin Hall Commission has presented a proposed lease agreement for the City of Cresco to rent the Cresco Theatre/Opera House located at 115 2nd Avenue West, Cresco, Iowa, to The Cresco Theatre, LLC, and

WHEREAS, the Cresco Theatre is a business operating a motion picture theatre and agrees to use the premises to operate a motion picture theatre and for live presentations, and

WHEREAS, it is necessary for the City of Cresco to enter into a formal written lease for the premises, which lease has been reviewed by the Cresco City Attorney, and

WHEREAS, the Theatre and Champlin Hall Commission has the authority to make lease agreements for the operation of the theatre and the Chairman of the Commission has signed and recommends approving this lease agreement.

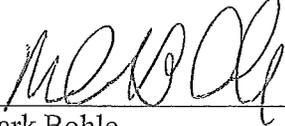
NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and City Clerk are authorized and directed to sign the written commercial lease agreement with the Cresco Theatre, LLC for lease of the Cresco Theatre/Opera House located at 115 2nd Avenue West, Cresco, Iowa.

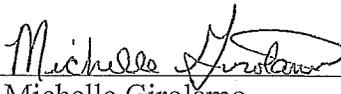
Council Person McCarville moved the adoption of the foregoing Resolution and Council Person McGee seconded said Motion. Following discussion, a roll call vote was requested by Mayor and said roll call resulted as follows:

Ayes: McCarville, McGee, Carman, Loveless, Bauska
Nays: none
Absent: none

Thereupon, the Mayor declared said Resolution duly passed and announced that the lease agreement between the City of Cresco as Landlord and Cresco Theatre, LLC as Tenant, is approved and that the Mayor and City Clerk are authorized to execute the lease on behalf of the City of Cresco.

PASSED AND APPROVED THIS 7TH DAY OF JANUARY, 2013.

BY: 
Mayor Mark Bohle

ATTEST: 
City Clerk Michelle Girolamo

Joseph P. Braun, City Attorney

January 16, 2014

Dear Joe,

After many complaints to the Cresco Police Department and Cresco City Council, to no avail, I am writing to you for assistance.

The owner of M & M Lounge refuses to clean up after her customers who leave human waste behind. I have had to clean urine and vomit off my front door and sidewalk many times. Last week, a customer came into my office and said "What is this, Puke Alley?" as there were 2 visible puddles of vomit on either side of the M & M and a frozen puddle of urine at the entrance of my building. That is when I decided then that I needed to go further and that is why I am here.

Chief Police Ruroden tried to contact the owner a few vomit incidences ago and she refused to return his phone calls and answer her door to him! Chief Ruroden told the City Council that she needs more enforcement and have security at the door, again to no avail.

The M & M Lounge is in violation of City Ordinance # 50.02 and we need a Nuisance Abatement Procedure commenced. The City Council and Police Department have failed to address this.

I have supporting pictures and videos to support my claim.

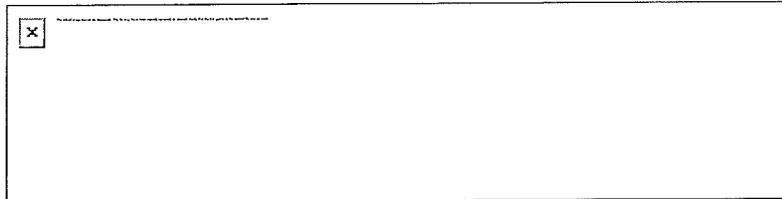
Your immediate attention to this matter is very much appreciated.



Patricia M. Shaver, President
Howard County Abstract & Title Co.
115 Puke Alley--sorry-- South Park Place
Cresco, Iowa 52136

Michelle Girolamo

From: Blake Stogner <bstogner@utilitysp.net>
Sent: Wednesday, February 26, 2014 1:38 PM
To: cityhall3@iowatelecom.net
Cc: oarras@utilitysp.net
Subject: It's time for the spring campaign
Attachments: Template 1.pdf; Template 2.pdf; Template 3.pdf; Template 4.pdf



Hello Michelle,

I hope you are well. The unpredictable weather we've experienced this winter/spring seems to be having a significant impact on our water and sewer lines – both public and private. We thought it might be a good opportunity to remind Cresco homeowners about the availability of the Service Line Warranties of America (SLWA) Service Line Warranty Program. It has been a while since we've mailed a campaign letter to Cresco homeowners.

We wanted to introduce our new campaign templates that offer varying degrees of city support and thought you might be interested in using one of them for a Spring 2014 mailing. As you are probably already aware and based on our experience, the greater the city's support of the program, the better the response/better the interest/better the participation from homeowners. Participation history has proven that homeowner response can range between 2% to over 20%.

Letter 1 – provides the strongest city support for the SLWA warranty program with the best response/highest participation

Letter 2 – provides strong city support with a response rate that is usually slightly lower

Letter 3 – provides limited city support of the program, acknowledges that it could be beneficial to homeowners and generates mediocre homeowner response rate

Letter 4 – introduces availability and acknowledges the program but results in the lowest homeowner response / homeowner participation

Please let me know in which campaign template you might be interested or call with questions. Thanks for your time and consideration.

Sincerely,
Blake Stogner
Business Development Program Manager
Office: (214) 552-4098
Email: bstogner@utilitysp.net



Utility Service Partners, Inc. | 1-866-974-4801 |
www.utilitysp.net
11 Grandview Circle, Suite 100 | Canonsburg, PA 15317



Utility Service Partners, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317

①



City of Anywhere

State



Contact ID: 1234567

Re: [Water/Sewer] Service Line Repair Coverage for [City] Homeowners Reminder

Reminder – Please disregard if you have already enrolled

Dear [Customer Name],

Did you know that necessary repairs to the [water / sewer] line that runs between your home and the public utility connection are the **responsibility of the homeowner**? You may be aware of efforts in communities across the country to improve our public water and sewer service lines and the lines on your property are subjected to the same elements as the [City] service lines – root invasion, ground shifting, fluctuating temperatures, age and more. Repair costs for a broken or leaking [water / sewer] line on your property can cost between \$1,300 to upwards of \$3,500 – a cost that can be hard on your budget.

As a [City] homeowner and [city official /mayor] committed to introducing programs that will help improve quality of life for residents, bring economic growth and generate cost savings, I wanted to remind you about the Service Line Warranties of America [Water / Sewer] Line Warranty Program. For a small fee, [water / sewer] line repair coverage is provided up to \$4,000 per repair, with no annual caps or service fees. In the event of a broken, clogged or leaking service line on your property, with a single call to a 24-hour toll-free hotline, a local, licensed, reputable plumber will be dispatched to your residence quickly to make the repair ... it's that simple!

As an accredited BBB organization that has maintained an A+ rating for more than 10 years, Service Line Warranties of America (SLWA) has helped more than 60,000 homeowners across the country save over \$45 million in service line repair costs. The SLWA [Water / Sewer] Line Warranty Program is the only service line protection program for homeowners **endorsed by the [City Name] City Council**.

Enroll by [date], to receive a discounted price of \$_____, which represents a savings of over ___% on the standard monthly price. Save even more with an annual payment of \$_____ and SLWA will waive the normal 30 day waiting period – so you'll enjoy immediate coverage!

Return the completed bottom portion of this letter in the enclosed, self-addressed stamped envelope or call 1-800-000-000 to speak with an SLWA agent Monday through Friday 8:00 am to 6:00 pm EDT. You can also learn more or enroll online - at www.slwofa.com.

Sincerely,

Mayor Name
Mayor

Complete warranty terms and conditions will be provided following enrollment. Program participation may be terminated at any time. You have 30 days from the date you enroll to receive a full refund. After 30 days, you will be reimbursed the pro rata share of any amount you paid for any portion of the warranty period subject to cancellation.

----- ✂ -----
Cut here [LetterCD]



To enroll or view the Terms and Conditions, please visit www.slwofa.com

Please mark your selection below:

[Customer Name]
[Customer Address]

Yes, please enroll me in the _____ Line Warranty for just \$_____ per month.



City of Anywhere

State



Contact ID: 1234567

Re: Reminder Service Line Repair Coverage for Home / Property Owners

Reminder – Please disregard if you have already enrolled

Dear [Customer Name],

Did you know that necessary repairs to the [water / sewer] line that runs between your home and the public utility connection are the responsibility of the homeowner? While efforts are underway in many communities to improve public water and sewer systems, these fixes don't address the [water / sewer] lines located on your property, which are subject to the same conditions as public lines – ground shifting, root invasion, fluctuating temperatures, age and more.

Should a [water / sewer] line on your property fail, you will need to find a reliable plumber to make the repair, which can cost \$1,300 to upwards of \$3,500, a big hit to a budget. To help protect your budget from unexpected, expensive service line repairs and in keeping with our commitment to introduce programs to our residents that provide cost savings and enhance quality of life, [City] is bringing a [water / sewer] line warranty program to our homeowners. After evaluating available options, the Service Line Warranties of America (SLWA) [Water / Sewer] Line Warranty Program has been determined to provide the best value for our homeowners. For a small fee, needed repairs to your [water / sewer] line will be covered up to \$4,000 per repair incident with no service fees or deductibles, annual or lifetime limits. If your [water / sewer] fails, simply call the 24-hour toll free number to speak with an SLWA agent who will quickly dispatch a local, licensed, reputable plumber to make the repair.

[City Name/City Council] fully supports the SLWA Service Line Warranty Program. An A+ accredited Better Business Bureau member for more than 10 years, Service Line Warranties of America has helped more than 60,000 homeowners across the country save more than \$45 million in service line repair costs. To learn more about the program - and read what homeowners think - visit www.slwofa.com.

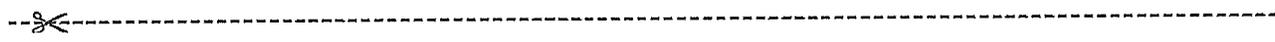
Enroll by [date], to receive a discounted price of \$____, which represents a savings of over ___% on the standard monthly price, or save even more with the \$____ annual payment and SLWA will waive the 30 day waiting period, so you'll receive immediate coverage!

Call 1-800-000-0000 to speak with an SLWA agent Monday through Friday between 8:00 am and 6:00 pm ET, return the completed bottom portion of this letter in the enclosed, self-addressed, stamped envelope or enroll online at www.slwofa.com.

Sincerely,

Mayor Name
Mayor

Complete warranty terms and conditions will be provided following enrollment. Program participation may be terminated at any time. You have 30 days from the date you enroll to receive a full refund. After 30 days, you will be reimbursed the pro rata share of any amount you paid for any portion of the warranty period subject to cancellation.



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[LetterCD]



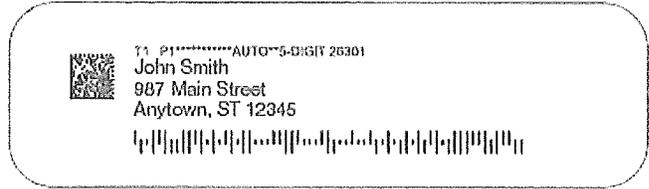
To enroll or view the Terms and Conditions, please visit www.slwofa.com

Please mark your selection below:



City of Anywhere

State



Contact ID: 1234567

Re: [Water/Sewer] Service Line Repair Coverage for Homeowners Reminder

Reminder – Please disregard if you have already enrolled

Dear [Customer Name],

Did you know that necessary repairs to the [water / sewer] line that runs between your home and the public utility connection are the responsibility of the homeowner? Whether the service line is located on your property or lies beneath the city, it is impacted by the same elements - ground shifting, root invasion, fluctuating temperatures, age and more. Should the [water / sewer] line on your property spring a leak, clog or break, you will have to find and pay a plumber to make the repair, which can cost \$1,300 to upwards of \$3,500. A repair expense of this kind of can wreak havoc on a family budget and is not usually covered by a homeowner's policy.

National efforts are underway in communities across the country to invest in improvements to our public water and sewer lines; however, repairs to the [water / sewer] line that runs from your home to the public utility connection remain the responsibility of the homeowner.

As part of our continuing effort to bring cost-saving programs and services to the community, [City] would like to remind you about the [water / sewer] line repair protection available through Service Line Warranties of America (SLWA). For a small fee, [water / sewer] repair coverage of up to \$4,000 per repair is available to [City] homeowners. There are no deductibles or service fees and no annual or lifetime limits with this warranty. Participation in the SLWA warranty program is optional, but could potentially save you money. Visit www.slwofa.com to learn how the program has helped more than 60,000 homeowners across the country save over \$45 million in service line repair costs.

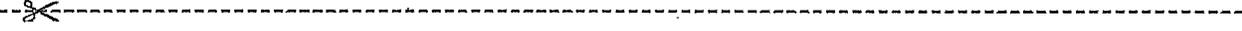
Enroll by [date] to pay just \$ _____ per month - a savings of more than ___% on the standard price or save even more with an annual payment of \$ _____. And, SLWA will waive the normal 30 day waiting period – so you'll enjoy immediate coverage!

Call 1-800-000-0000 Monday through Friday between 8:00 am and 6:00 pm EDT to speak with an SLWA agent, return the completed bottom portion of this letter in the enclosed, self-addressed, stamped envelope or enroll online at www.slwofa.com.

Sincerely,

City Official Name
City Official Title

Complete warranty terms and conditions will be provided following enrollment. Program participation may be terminated at any time. You have 30 days from the date you enroll to receive a full refund. After 30 days, you will be reimbursed the pro rata share of any amount you paid for any portion of the warranty period subject to cancellation.



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[LetterCD]



To enroll or view the Terms and Conditions, please visit www.slwofa.com

Please make your selection below:

Yes, please enroll me in the _____ Line Warranty at \$ _____ per month.

[Customer Name]

4



City of Anywhere

State



Contact ID: 1234567

Re: [Water/Sewer] Service Line Repair Coverage for [City] Homeowners Reminder

Reminder – Please disregard if you have already enrolled

Dear [Customer Name],

Were you aware that the [water / sewer] line that runs between your home and the public utility connection is the responsibility of the homeowner and repairs to these lines are usually not covered by homeowner's insurance? These lines have been subjected to the same elements that have caused our public service lines to decay - ground shifting, root invasion, fluctuating temperatures, age and more.

A national initiative is underway to repair and replace the water and sewer lines that enable us to supply our residents with fresh drinking water and properly process waste water. While the initiative addresses our public service lines, the cost of repairs for failed [water / sewer] lines on your property will come out of your budget and can cost between \$1,300-\$3,500 or more!

As part of our continuing effort to bring programs and services to the community that help residents save money and improve quality of life, [City] would like to remind you about the Service Line Warranties of America (SLWA) [Water / Sewer] Line Warranty Program available to home/property owners in our community. The SLWA [Water / Sewer] Line Warranty Program offers [water / sewer] line repair protection of up to \$4,000 per incident with no additional service fees or deductibles and no annual or lifetime limits. Visit www.slwofa.com to learn how the program has helped over 60,000 homeowners save more than \$45 million in service line repair costs.

Enroll by [Date] to pay just \$_____ per month – a savings of more than ___% on the standard price, or save even more with an annual payment of \$_____. And, SLWA will waive the normal 30 day waiting period – so you'll enjoy immediate coverage!

Participation in the SLWA warranty program is optional and voluntary, but could potentially save you money. No public funds are used in the marketing or administration of this program and no financial investment was required to bring the program to [City] residents. To enroll, simply return the completed bottom portion of this letter in the enclosed, self-addressed, stamped envelope, call 1-800-000-0000 Monday through Friday 8:00 am to 6:00 pm EDT to speak with an SLWA agent or enroll online at www.slwofa.com.

Sincerely,

City Official Name
City Official Title

Complete warranty terms and conditions will be provided following enrollment. Program participation may be terminated at any time. You have 30 days from the date you enroll to receive a full refund. After 30 days, you will be reimbursed the pro rata share of any amount you paid for any portion of the warranty period subject to cancellation.



Cut here

[LetterCD]



To enroll or view the Terms and Conditions, please visit www.slwofa.com

Please make your selection below:

Yes, please enroll me in the Line Warranty at \$ _____ per month.