



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2021
Cresco
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Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets		\$208,898					\$208,898
Benefits - Roads/Streets		\$3,199	\$144,324				\$147,523
Training & Dues		\$1,915					\$1,915
Building & Grounds Maint. & Repair		\$2,138					\$2,138
Vehicle & Office Equip Operation and Repair	\$2,970	\$56,801					\$59,771
Insurance	\$12,275	\$11,955					\$24,230
Legal		\$60					\$60
Medical		\$468					\$468
Street Maintenance Expense		\$72,666					\$72,666
Technology Expense		\$4,727					\$4,727
Other Contract Services		\$4,990					\$4,990
Minor Equipment Purchases		\$4,350					\$4,350
Office Supplies		\$407					\$407
Operating Supplies		\$3,636					\$3,636
Postage & Safety		\$1,415					\$1,415
Other Supplies	\$2,571						\$2,571
Other Capital Equipment	\$46,017						\$46,017



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	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Storm Drainage		\$15,719					\$15,719
Principal Payment				\$325,980			\$325,980
Interest Payment				\$59,733			\$59,733
Bond Registration Fees				\$1,009			\$1,009
Transfer Out					\$7,093		\$7,093
Parking		\$1,357					\$1,357
Street Lighting	\$56,657	\$1,743					\$58,400
Traffic Control/Safety		\$7,278					\$7,278
Snow Removal		\$45,675	\$1,654				\$47,329
Depreciation & Building Utilities		\$7,972					\$7,972
Accounting/Recording		\$453					\$453
Street Cleaning	\$1,312	\$7,511	\$510				\$9,333
Total	\$121,802	\$465,333	\$146,488	\$386,722	\$7,093		\$1,127,438



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Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$70,815		\$146,488	\$386,722			\$604,025
Other Taxes (Hotel, LOST)	\$46,017						\$46,017
Interest	\$2,495						\$2,495
State Revenues - Road Use Taxes		\$578,894					\$578,894
Charges/fees						\$0	\$0
Assessments	\$53,708						\$53,708
Contributions	\$2,572						\$2,572
Transfer In	\$7,093						\$7,093
Total	\$182,700	\$578,894	\$146,488	\$386,722		\$0	\$1,294,804



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Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
Granger Road	\$2,050,000	\$150,000	\$60,375	\$137,034	\$55,156	\$1,900,000
2nd Ave; Durapatcher	\$49,727	\$49,727	\$849	\$49,727	\$849	\$0
1st Ave; Sweeper; Dump Truck; Wheel loader	\$112,443	\$112,443	\$1,890	\$112,443	\$1,890	\$0
Street Shop	\$112,720	\$26,776	\$1,838	\$26,776	\$1,838	\$85,944



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Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
Freightliner Dump Truck	2011	Purchased	\$89,679	No Change
Caterpillar 140G Motorgrader	1984	Purchased	\$32,200	No Change
International Oil Truck	1996	Purchased	\$28,500	No Change
Elgin Pelican Sweeper	2010	Purchased	\$150,326	No Change
JCB Wheel Loader 416	2008	Purchased	\$61,638	Traded
Vermeer Chipper MDL 1250A	1999	Purchased	\$26,000	No Change
CAT 140H Motorgrader	1998	Purchased	\$55,000	No Change
Freightliner 108SD Dump Truck	2020	Purchased	\$102,625	No Change
JCB 427ZX Wheel Loader	2018	Purchased	\$153,963	No Change
Case Skid Loader & Bucket	2018	Purchased	\$49,656	No Change
Chevrolet 1-Ton Dump Truck	2016	Purchased	\$35,410	No Change
CAT Backhoe MDL 420F	2012	Purchased	\$62,150	No Change
International 7300 Dump Truck	2016	Purchased	\$94,482	No Change
GMC Vac Truck	2004	Purchased	\$35,000	No Change
John Deere End Loader MDL 544K 4WD	2012	Purchased	\$100,644	No Change
DuralPatcher 125DJT Trailer Patcher (refurb)	2012	Purchased	\$44,250	Traded
Chev 3500 4WD Truck	2012	Purchased	\$32,669	No Change
Case Skidloader & Bucket	2007	Purchased	\$48,474	Traded
IHC Tractor with Mower Mount	1974	Purchased	\$8,000	No Change
Ford Truck L8000	1997	Purchased	\$44,807	No Change



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Description	Model Year	Usage Type	Cost	Purchased Status
DuraPatcher P2	2017	Purchased	\$47,995	New



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Street Projects

Project Description	Contract Price	Final Price	Contractor Name
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Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Beginning Balance	(\$25,142)	\$535,183	\$0	\$0	\$7,093	\$0	\$517,134
SubTotal Expenses (-)	\$121,802	\$465,333	\$146,488	\$386,722			\$1,120,345
Transfers Out (-)					\$7,093		\$7,093
Subtotal Revenues (+)	\$175,607	\$578,894	\$146,488	\$386,722		\$0	\$1,287,711
Transfers In (+)	\$7,093						\$7,093
Ending Balance	\$35,756	\$648,744	\$0	\$0	\$0	\$0	\$684,500

Resolution Number: 112104

Execution Date: Monday, November 15, 2021

Signature: Michelle Elton

RESOLUTION NO. _____

RESOLUTION DETERMINING THE NECESSITY AND FIXING DATE FOR A PUBLIC HEARING ON THE MATTER OF THE ADOPTION OF A PROPOSED AMENDMENT NO. 1 TO THE AMENDED AND RESTATED (2016) CRESCO URBAN REVITALIZATION PLAN FOR THE CRESCO URBAN REVITALIZATION AREA

WHEREAS, pursuant to the provisions of Iowa Code Chapter 404, by action of the City Council on March 21, 2016, the City of Cresco, Iowa (the "City") adopted the Amended and Restated (2016) Cresco Urban Revitalization Plan (the "Revitalization Plan" or "Plan") for the Cresco Urban Revitalization Area (the "Revitalization Area" or "Area"); and

WHEREAS, by the foregoing action, the Council has determined that the Revitalization Area within the City can be revitalized as authorized by Code of Iowa Chapter 404 (the "Act"); and

WHEREAS, eligibility for tax abatement exemptions under the Revitalization Plan is scheduled to expire December 31, 2021; and

WHEREAS, the Revitalization Plan provides for tax abatement on eligible improvements on properties assessed as "multiresidential"; and

WHEREAS, in 2021, the Iowa legislature adopted legislation to eliminate the multiresidential property assessment classification starting January 1, 2022, and consequently many of the properties previously assessed as "multiresidential" will be reclassified as a subdivision of "residential" properties under the new Iowa Code Section 441.21(14)(a)(6); and

WHEREAS, a proposed Amendment No. 1 to the Plan ("Amendment") has been prepared, the purpose of which is to (i) extend the duration of eligibility under the Plan; (ii) increase the exemption schedule for properties assessed as "residential"; (iii) add an exemption schedule for properties with three or more dwelling units that are assessed as "residential" under Iowa Code Section 441.21(14)(a)(6) on or after January 1, 2022; and (iv) make other updates in the Plan; and

WHEREAS, before such Amendment can be adopted, it is necessary that a public hearing be held thereon and that due notice be given in accordance with the requirements of the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CRESCO, IOWA:

Section 1. It is determined that the rehabilitation, conservation, redevelopment, economic development, or a combination thereof of the Area remains necessary in the interest of the public health, safety, or welfare of the residents of the City, and the Area continues to substantially meet the criteria of Section 404.1, and the proposed Amendment, attached to this Resolution as Exhibit 1, is declared to substantially meet the criteria of Iowa Code Section 404.2.

Section 2. It is determined that it is in the best interests of the citizens of the City to hold a public hearing on the matter of the adoption of the Amendment, on December 6, 2021, at 5:30 P.M., in the Council Chambers, City Hall, 130 North Park Place, Cresco, Iowa.

Section 3. That the City Clerk be and is hereby directed to publish a notice of a public hearing on the Amendment, at least once not less than seven days prior to the date of said public hearing, as provided in Section 404.2(6) of the Code of Iowa. December 6, 2021 will be the next regularly scheduled City Council meeting after the publication of notice.

Section 4. Be it further resolved that copies of the Amendment be made available to the public through the office of the City Clerk.

Section 5. The notice of the proposed hearing shall be in substantially the following form:

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF CRESCO, IOWA, ON THE MATTER OF THE ADOPTION OF A PROPOSED AMENDMENT NO. 1 TO THE AMENDED AND RESTATED (2016) CRESCO URBAN REVITALIZATION PLAN FOR THE CRESCO URBAN REVITALIZATION AREA

Public notice is hereby given that the City Council of the City of Cresco, Iowa, will hold a public hearing on December 6, 2021, in the Council Chambers, City Hall, 130 North Park Place, Cresco, Iowa, at 5:30 P.M., at which meeting the Council proposes to take action on the adoption of an Amendment No. 1 ("Amendment") to the Amended and Restated (2016) Cresco Urban Revitalization Plan ("Plan") for the Cresco Urban Revitalization Area ("Area") described therein, under the authority of Chapter 404 of the Code of Iowa, as amended.

The purpose of the Amendment is to (i) extend the duration of eligibility under the Plan; (ii) increase the exemption schedule for properties assessed as "residential"; (iii) add an exemption schedule for properties with three or more dwelling units that are assessed as "residential" under Iowa Code Section 441.21(14)(a)(6) on or after January 1, 2022 (in response to the elimination of the multiresidential property assessment classification for assessments imposed on or after January 1, 2022); and (iv) make other updates in the Plan.

Any persons interested may appear at said meeting of the Council and present evidence for or against the adoption of the Amendment. The proposed Amendment is on file in the office of the City Clerk and available for public inspection or copying during ordinary business hours.

This notice is given by order of the City Council of the City of Cresco, Iowa, pursuant to Section 404.2(6) of the Code of Iowa, 2021, as amended.

Dated this ____ day of _____, 2021.

City Clerk, City of Cresco, Iowa

(End of Notice)

PASSED AND APPROVED this 15th day of November, 2021.

Mayor

ATTEST:

City Clerk

Exhibit 1

AMENDMENT NO. 1 TO THE AMENDED AND RESTATED (2016) CRESCO URBAN REVITALIZATION PLAN FOR THE CRESCO URBAN REVITALIZATION AREA

City of Cresco, Iowa

INTRODUCTION

The City of Cresco, Iowa ("City") adopted the Amended and Restated (2016) Cresco Urban Revitalization Plan ("Amended and Restated Plan" or "Plan") for the Cresco Urban Revitalization Area (the "Urban Revitalization Area" or "Area") by action of the City Council on March 21, 2016. The Amended and Restated Plan replaced the original Cresco Urban Revitalization Plan, which had been adopted in 2008, to promote the revitalization of properties in the Area, by providing tax abatement on eligible improvements.

The City is amending the Plan with the adoption of this Amendment No. 1 to the Plan ("Amendment" or "Amendment No. 1") to: (a) extend eligibility under the Plan; (b) increase the exemption schedule for properties assessed as "residential" generally; (c) add an exemption schedule for properties with three or more separate dwelling units assessed as "residential" properties under the new Iowa Code Section 441.21(14)(a); and (d) update language in the Plan to reflect recent legislative changes to available assessment categories.

The changes noted as (c) and (d) above are being prompted by a change in Iowa law. In 2021, the Iowa legislature adopted legislation to eliminate the multiresidential property assessment classification. Because of this legislation, after January 1, 2022, many of the properties previously assessed as "multiresidential" will be reclassified as "residential" properties. In particular, properties with three or more separate dwelling units will be assessed as "residential" properties under the new Iowa Code Section 441.21(14)(a) and will be eligible for the tax exemption schedule previously available to multiresidential properties with three or more separate dwelling units.

Except as modified by this Amendment No. 1, the provisions of the Amended and Restated Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided therein. All subsections of the Plan not mentioned in this Amendment shall continue to apply to the Plan and the Area. In case of any conflict or uncertainty, the terms of this Amendment No. 1 shall control and any parts of the Plan in conflict with this Amendment No. 1 are hereby repealed.

AMENDMENTS TO PLAN

This Amendment makes the following changes to the Plan:

1. **Section I of the Plan, "Eligible Improvements," is hereby replaced in its entirety with the following:**

I. ELIGIBLE IMPROVEMENTS

Qualified real estate means property assessed as residential, multi-residential (prior to January 1, 2022), or commercial and located within the Area

Eligible improvements, as used in this Plan, include rehabilitation and additions to existing structures on qualified real estate. In addition, eligible improvements include new construction on vacant qualified real estate, or on qualified real estate with existing structures.

Actual value added by improvements, as used in this Plan, means the increase in assessed value added by the eligible improvements as of the first year for which the exemption was received. In order to be eligible for tax abatement, the increase in actual assessed value of the property from the eligible improvements must be at least 10%.

All improvements, in order to be considered eligible, must be completed in conformance with all applicable regulations for the City of Cresco and must be completed during the time the Area is designated as a revitalization area.

2. **Section J of the Plan, "Time Frame," is hereby replaced in its entirety with the following:**

J. TIME FRAME

Properties in the Area shall be eligible to apply for tax abatement under the Plan, as amended, on eligible improvements to qualified real estate that are completed on or before December 31, 2026, so that the assessor can make a full assessment as of January 1, 2027.

If, in the opinion of the City Council, the desired level of revitalization has been attained or economic conditions are such that the continuation of the exemption granted would cease to be of benefit to the City, the City Council may repeal the ordinance establishing the Revitalization Area, pursuant to Section 404.7 of the Code of Iowa. In the event the ordinance is repealed, all existing exemptions shall continue until their expiration. The City reserves the right to extend, amend, terminate, or repeal the Plan and/or the ordinance at any time to the extent allowed by law.

3. **With the adoption of this Amendment, the City is increasing the exemption for properties assessed as residential and is adding an exemption schedule for properties assessed on or after January 1, 2022 as residential with three or more dwelling units (in response to the elimination of the multiresidential property assessment classification for assessments imposed on or after January 1, 2022). Section K of the Plan is hereby repealed in its entirety and replaced with the following:**

K. EXEMPTIONS

Residential

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

Residential with Three or More Separate Dwelling Units

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

This exemption is available for this particular subset of residential property in lieu of the general residential property exemption set forth above, and is made available to further the City's planning objectives with respect to ensuring the availability of a variety of housing options and promoting the development of multi-family residential properties.

Commercial

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

Multi-residential (Prior to January 1, 2022)

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

EFFECTIVE DATE OF AMENDMENT

This Amendment No. 1 shall become effective upon adoption by the City Council ("Effective Date"). The new or modified exemptions contained in this Amendment shall only be available for improvements completed on and after the Effective Date, subject to the terms of the Plan, as amended. All exemptions awarded prior to the Effective Date shall continue until their expiration.

The Plan, as amended, shall remain in effect until the City Council terminates and repeals the Plan and designating ordinance under the terms of the Plan and the provisions of Iowa Code Chapter 404.

01960954-1\10349-102

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN ENGAGEMENT LETTER WITH THE LAW OFFICES OF ANDERSON, WILMARTH, VAN DER MAATEN, BELAY, FRETHEIM, GIPP, EVELSIZER OLSON, LYNCH & ZAHASKY

WHEREAS, the City of Cresco desires to solicit advice when the City Attorney is not available or has a conflict of interest; and

WHEREAS, Law Offices of Anderson, Wilmarth, Van Der Maaten, Belay, Fretheim, Gipp, Evelsizer Olson, Lynch & Zahasky, shall be available to advise staff as needed.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized and directed to sign the Engagement Letter with Law Offices of Anderson, Wilmarth, Van Der Maaten, Belay, Fretheim, Gipp, Evelsizer Olson, Lynch & Zahasky in Decorah, Iowa.

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

Ayes: _____
Nays: _____
Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the Engagement Letter between the City of Cresco and Law Offices of Anderson, Wilmarth, Van Der Maaten, Belay, Fretheim, Gipp, Evelsizer Olson, Lynch & Zahasky is approved and that the Mayor is authorized to execute the agreement on behalf of the City of Cresco.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

BY: _____
Mayor Pro-Tem Amy Bouska

ATTEST: _____
City Clerk Michelle Elton

LAW OFFICES
ANDERSON, WILMARTH, VAN DER MAATEN, BELAY,
FRETHEIM, GIPP, EVELSIZER OLSON, LYNCH & ZAHASKY

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STEPHEN J. BELAY•
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(Of Counsel)
TIMOTHY C. LYNCH
(Of Counsel)

November 1, 2021

City of Cresco, Iowa
ATTN: Michelle Elton
130 N Park Place
Cresco, Iowa 52136
Via email: cityclerk@cityofcresco.com

RE: Engagement of Anderson, Wilmarth, Van Der Maaten, Belay,
Fretheim, Gipp, Evelsizer Olson, Lynch & Zahasky

This Engagement Letter (hereinafter, "Letter") will confirm that Anderson, Wilmarth, Van Der Maaten, Belay, Fretheim, Gipp, Evelsizer Olson, Lynch & Zahasky ("Firm") has been engaged as legal counsel for the City of Cresco, Iowa ("Client"). The purpose of this Letter is to explain our engagement as counsel and to provide the Client with certain information concerning our fees, billing and collection policies, and the other terms and conditions that will govern our relationship.

Scope of Engagement (hereinafter, the "Matter"). The scope of engagement includes serving as general legal counsel for the Client for matters including, but not limited to, municipal code enforcement, real estate matters, and other municipal law matters as directed by City of Cresco, Iowa staff.

Assurances. The Firm agrees competently and diligently to represent the Client in the Matter. However, the Client acknowledges that the Firm has given no assurances regarding the outcome.

Fees. The Firm's fees are based on the hourly rates of the persons working on the Matter as well as the value of the services rendered. Current rates for our attorneys are \$225.00 per hour. The attorney at the Firm who will be charged with principal responsibility for the Matter will be John S. Anderson. Services of other attorneys, including associates and clerks, may be utilized when advisable to perform various aspects of the representation, consistent with their respective levels of experience, expertise, and authority, to which the Client expressly consents.

The Firm's rates are subject to adjustment at any time, after notice given in writing to the Client, and any such adjustment will apply to this engagement prospectively. The Firm reserves the right to reduce fees charged to the Client without discussing the reduction with the Client if the Firm concludes that such a reduction is appropriate.

Costs and Expenses. The Firm's bills to the Client will include charges for various costs and expenses incurred on the Client's behalf. Costs may be incurred in-house by the Firm and include, but are not limited to, photocopies, long-distance telephone charges, facsimile transmissions, and postage. Expenses also may be incurred through invoices from third-parties and include, but are not limited to, courier or messenger services, travel expenses, depositions, transcripts, witness fees, process fees, court costs, abstract costs, and filing and recording fees.

Costs will be charged under the Firm's standard practices for assessing and charging costs to its clients. Expenses will be passed through to the Client at actual cost. Whenever practical, the Firm will not commit to a major cost or expense without the Client both expressly consenting and pre-paying such costs. Costs and expenses advanced by the Firm remain at all times the ultimate responsibility of the Client.

Billing. The Firm will send its bills to the Client monthly and those bills are due and payable within thirty (30) days from their respective dates. The Firm will provide in its bills a general description of the services performed, the respective fees charged relating thereto, and the costs and expenses incurred. The Client will promptly raise and address with the Firm any questions that may arise with respect to the Firm's billing, otherwise the Firm reasonably may conclude that no questions regarding the same exist on the part of the Client.

The Firm, at its discretion, may assess a late charge of eighteen percent (18%) on any bill that becomes more than thirty (30) days past due and owing if there are insufficient funds in the client advance fee account to cover the entire billing.

The Firm strongly encourages the Client to discuss freely at any time with the Firm any questions that the Client may have about the fees that are charged. The Firm desires that the Client be satisfied with both the quality of services rendered and the reasonableness of the fees charged for those services.

General Responsibilities. The Client shall cooperate fully and candidly with the Firm and shall provide all information now or hereafter known by or available to the Client that may aid the Firm in representing the Client. As a matter of professional responsibility, the Firm is required to preserve the confidences and secrets of the Firm's clients. This professional obligation and the legal privilege for attorney/client communications both exist to encourage candid and complete communication between the Firm and Client. The Firm can perform truly beneficial services for the Client only if it is aware of all information that might be relevant to the representation concerning the Matter. Consequently, the Firm trusts and will assume reasonably that the attorney/client relationship will be based on mutual confidence and unrestrained communication that will facilitate proper representation of the Client. In the event the Client perceives any actual or possible disagreement with the Firm or the Firm's handling of the Matter, the Client shall promptly and candidly discuss the situation with the Firm. In the event the Firm perceives an actual or possible disagreement with the Client, the Firm shall promptly and candidly discuss the situation with the Client.

The Firm agrees to keep the Client informed of developments as necessary to perform its services, and will consult with Client as necessary regarding the ends sought and the means

employed to ensure timely, effective, and efficient completion of the representation. The Firm encourages the Client to participate in all major decisions involving the Matter. All of the Firm's work-product will be owned by the Firm and may be utilized in whole or in part in other projects.

Communication by E-mail. All of Firm's outgoing and incoming e-mails are firewall protected. Firm does not routinely encrypt e-mails, however. Thus, although it is highly unlikely that anyone can gain unauthorized access into Firm's system, once information is sent to Client over the Internet, the specific information sent becomes potentially readable by third parties. The same is true of any information you send to us by email. The Iowa Rules of Professional Responsibility prohibit attorneys' from disclosing clients' "confidences." "Confidences" refer to information protected by the attorney-client privilege – matters that you communicate to Firm, in Firm's capacity as attorneys, with the expectation that those matters will remain private. When we communicate in person, we can ensure that confidences are not disclosed. When we communicate via the Internet, we cannot. Signing this Letter is Client's acknowledgement of the risk of disclosure of confidences and consent to continued communication by email.

Conflicts. As a long-established law firm, the Firm represents many other entities and individuals. It is possible that some of the Firm's present or future clients will have disputes with the Client during this engagement. Therefore, as a condition to the Firm's undertaking this engagement, the Client agrees that the Firm may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to this Matter, consistent with the Iowa Rules of Professional Conduct for Lawyers. The Client's prospective consent to any such conflicting representation shall not apply in any instance in which, as the result of the Firm's representation of the Client, the Firm has obtained sensitive, proprietary, or other confidential information that, if known to any such other potential clients of the Firm, could be used in any such other matter by such potential clients to the material disadvantage of the Client.

Termination. This Letter shall be interpreted and enforced in accordance with the laws of the State of Iowa, without regard to conflict of laws provisions. The Firm's services shall be governed by the Iowa Rules of Professional Conduct for Lawyers, without regard to where the services may be actually performed. The Firm reserves the right to withdraw from the engagement if the Client fails to honor this Letter in any material respect or for any other reason permitted by the Iowa Rules of Professional Conduct for Lawyers. The Client reserves the right to terminate this engagement without cause at any time. Notification of any termination or withdrawal by either the Client or the Firm shall be made in writing and shall be effective upon actual notice or receipt. In the event of such termination or withdrawal, the Client shall promptly pay to the Firm any and all fees, costs, and expenses incurred prior to and including the date of termination or withdrawal. Upon termination or withdrawal of this engagement, the Firm agrees to cooperate with any successor counsel to accommodate a smooth and orderly transition of the representation.

Commencement of Representation. If the Client has requested that the Firm provide legal services before the signed copy of this Letter is received by the Firm, all such services shall be deemed to be requested and provided pursuant to the terms of this Letter.

Subsequent Matters. In the event that the Client engages the Firm to handle subsequent matters, then, unless otherwise agreed to in writing between the Firm and the Client, those subsequent matters shall be governed by the terms and conditions of this Letter.

Integration -- Joint and Several. This Letter contains the entire agreement between the Client and the Firm regarding the Matter and the fees, costs, and expenses relative to the Matter, and no prior or contemporaneous writings or statements shall be deemed to add to, delete, or otherwise modify this agreement. This Letter shall not be modified except by written agreement signed and dated by both the Firm and the Client. This Engagement Letter shall be binding upon the Client and the Firm and their respective heirs, executors, legal representatives, and successors. If more than one person and/or entity are identified as the "Client" above, the liability and responsibility for the obligation of the Client to the Firm for each Client shall be joint and several.

Severability. If any part of this agreement shall be found by a court or other competent authority with jurisdiction in this Matter to be invalid, either in whole or in part, the remainder of this agreement shall remain in full effect as if the offending provision had not been made a part thereof.

Please sign and date a copy of this Letter in the space provided and return it promptly to the Firm. For your own benefit, we suggest that you keep a copy of the Letter for your own personal records.

Please provide us with your email address if you wish for us to communicate with you in that manner: cityclerk@cityofcresco.com _____
pwd@cityofcresco.com _____

We appreciate the opportunity to work with you in connection with this Matter, and look forward to a mutually satisfactory relationship.

Sincerely,

Anderson, Wilmarth, Van Der Maaten,
Belay, Fretheim, Gipp, Evelsizer Olson,
Lynch & Zahasky

/s/ John S. Anderson
(Signed for the "Firm")

The terms and conditions expressed in the foregoing Letter are agreed to and accepted in their entirety, with the understanding that any and all questions that the Client may have regarding the representation and this Engagement Letter have been both raised by the Client and answered by the Firm to the Client's informed satisfaction. The Client also expressly acknowledges that the Iowa Rules of Professional Conduct for Lawyers shall govern this relationship in all respects.

Dated _____

City of Cresco, Iowa

(signature)

By: _____
(Printed Name and Position)

RESOLUTION NUMBER _____

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
INFORMATION TECHNOLOGY SERVICES AGREEMENT – STATEMENT
OF WORK WITH SOLUTIONS, INC**

WHEREAS, the City of Cresco intends to renew the Statement of Work according to the terms and conditions of the most recent signed Information Technology Services Agreement with Solutions, Inc. dated 12/1/20; and

WHEREAS, the Solutions, Inc. will provide services set forth in the agreement commencing on 12/1/21 for one year.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized and directed to sign the Information Technology Services Agreement - Statement of Work with Solutions, Inc. of Spencer, Iowa.

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

Ayes: _____

Nays: _____

Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the Information Technology Services Agreement - Statement of Work between the City of Cresco and Solutions, Inc. is approved and that the Mayor is authorized to execute the contract on behalf of the City of Cresco.

PASSED AND APPROVED THIS 15TH DAY OF NOVEMBER, 2021.

BY: _____
Mayor Pro-Tem Amy Bouska

ATTEST: _____
City Clerk Michelle Elton



Information Technology Services Agreement - Statement of Work

THIS STATEMENT OF WORK is made between "Solutions", Inc. (Solutions), and City of Cresco Iowa according to the terms and conditions of the most recent signed Information Technology Services Agreement on file with Solutions dated 12/01/19 (the Agreement).

1. TERM

1.1 Service Commencement Date

The Services in this Statement of Work will commence 12/01/21 as agreed by both Parties

The term of this engagement shall be one year, after which time it will become a month to month engagement which can be cancelled with 30 days' notice.

2. SCOPE OF SERVICES

2.1 Overview

Break/Fix. The term break/fix refers to the fee-for-service method of providing information technology repairs to businesses, in which a customer calls up a service provider to do an upgrade of a computer program, software product, computer, or a repair of something computer-related like a printer or drive array that is broken, the IT provider offers a solution or repair, and bills the customer for the work done.

"Solutions" will supply the following Services listed here and attached hereto:

2.1.1. Hourly Services with the following rate schedule – All rates shown are current rates and are subject to change with a thirty (30) day notice

Application Support or Training – Current rate is \$115 per hour for Prime Shift with two hour minimum unless otherwise described in one of the attached Solutions Service Plans

IBM i technical services and Image Services – Current rate is \$145 for Prime Shift with two hour minimum unless otherwise described in one of the attached Solutions Service Plans

Computer Programming and Database Consulting – Current rate is \$175 for Prime Shift with two hour minimum unless otherwise described in one of the attached Solutions Service Plans

Levels for Technical Support Services - Rates Shown are Prime Shift - 2 hour minimum may apply for certain Projects

Level I - Level I Rate is available for Silver and Gold Managed services only - See addendum

Level II - \$115.00 per hour - 15 minute minimum (example network printer problem)

Level III - \$145.00 per hour - 15 minute minimum (example server problem)

Level IV - \$175.00 per hour to \$275 per hour 15 minute minimum - Rate is based on service personnel involved or if preapproved subcontractors are involved.

Service orders – May be required for Computer Programming, Consulting, Image Services and Training. It is the customer's responsibility that if they contact Solutions for Assistance on any of the Services listed under this rate schedule they should expect to be invoiced for Services provided at Solutions current rates. A sample of this service order is available from Solutions.

Travel and Expenses - the Customer will be provided flat fees for travel based on location, the number of personnel traveling and the number of other customers being invoiced in the same week of travel (up to two). The flat fee is based on current federal rate for mileage and average round trip time to and from the customer's site. Current rate is \$70.00 an hour per person and is subject to change. The Customer in addition to the travel charge will be invoiced out of pocket expenses for meals and hotels.

Discounted Travel Rate: Requires a Managed Services Agreement in Silver or Gold with Locked in travel rate. Those visits scheduled by Solutions personnel will be a per technician charge, of: \$300 per day to cover travel, motel and meals. Advanced scheduling is required to ensure that there are enough technical personnel available. Solutions reserves the right to change this rate upon 30 days notice to the customer. Should the rate in the previous paragraph Travel and Expenses be less than this discounted rate, the lower rate shall be used.

2.2. "Solutions" General Service Level Agreement

General Service Levels are defined as the general levels of support that are applicable to every "Solutions" service. Customer unique requirements (additions or changes) are documented in an SLA Addendum and take precedence over General Service Levels.

General Service Levels are described below:

2.2.1. Service Support

2.2.1.1. Business Hours

Prime Shift – Monday through Friday – 8:00AM to 5:00PM. Off Shift 5:01PM to 7:59 PM Monday through Friday. Double Time Shift - 8:00PM to 7:59AM, weekends (Saturday and Sunday) and Holidays.

Off shift is invoiced at 1.5 times the Prime shift rate with 2 hour minimum. Double time is invoiced at 2.0 times the Prime Shift rate with a two hour minimum.

Technical Support for Networking Hardware and Software based questions. For Silver and Gold Managed Services, the "Solutions" Technical Support Help Desk is on call Twenty-four hours a day, seven days a week (except for listed holidays) for Level I & Level II support for Authorized Users. Level I and Level II does not include IBM i (AS400) questions nor Solutions Application Software Questions. For all Customers, Level II, III and Level IV Support is available Monday through Friday from 8:00 AM to 5:00 PM (Prime shift). Advanced Scheduling of Off shift and Double time Level II, III and Level IV support may require a service order or written request. This can be in the form of a document, fax, or email.

Application Support is covered by a Licensed Code Support Agreement. IBM i/ Technical and Software Support are covered either hourly (Level III) with a 2 hour minimum per incident or under the IBM i - Server Management Agreement (See licensed Support Agreement - (page 1). See IBM i Statement of Work for SLA. Please contact Solutions during Prime shift. Rates specified under 2.1.1

Standard Users/Covered Offices: Are employees that the Customer has approved to call for support during Prime Shift (normal rates apply) to the standard office number (712) 262-4520. It is important that an employee has permission to call and contract for services, because an invoice will be generated. It is assumed that all employees of the Customer are Standard Users unless restricted by Policy or by individual (exception basis). Calls will be prioritized by Managed Services Gold, IBM i Services (if applicable), Silver Managed Services and SoW Break/Fix, in that order, as a priority (Bronze will be dispatched, to Customer technical personnel).

Authorized Users: Are Silver or Gold Managed Services users that are empowered by the customer to request billable support at off shift and double time rates. With a Silver or Gold Managed Services Agreement, authorized users may call Solutions regarding Level I and II service requests twenty-four hours a day, seven days a week. The user will be provided a 1-855 phone number for after hours support. The customer is required to provide an accurate list of current employees that are authorized (inclusion basis).

Requests from non-Standard and non-Authorized Users and non-IBM i covered Service requests: All other service requests will require an email, portal or telephone message request made to the Solutions technical Dispatch desk. All other calls will be logged and every attempt will be made to return the call as soon as possible. General Service Levels will not apply.

2.2.1.2. Non-Business Hours: Off Shift & Double Time Shift

Off Shift & Double Time Shift unless covered above will be invoiced as stated 2.2.1.1. above.

2.2.1.3. Holiday Schedule

Holidays are considered non-business hours (Double Time Shift)

2.2.1.4. How to Get Help (Contact Support)

For Solutions Application Support, System i / iSeries or Custom Programming call (712) 262-4520

For Managed Services Clients - Call the 1-800 Support Number provided, call (712) 262-4520 or use the Customer Portal

For all other service and support inquiries submit a request to "Solutions" Help Desk - Solutions Customer Portal or Call and ask for dispatch.

For the Customer Portal you will need a username and password to login to the system. If you do not have an account, you may submit your request by requesting your IT staff or Office Technical Contact to submit it on your behalf or call 712-262-4520 and request Dispatch for Technical Support.

2.2.2. Duties and Responsibilities Overview

"Solutions" Responsibilities

Managed Services Customers - "Solutions" is your first line of defense when a user has a problem with a computer (desktop, laptop, or server), IBM i (where applicable on Support Agreement), web access, email, Wide Area Network (WAN) or telecommunications. You can expect the following from us:

- We will acknowledge your issue within 1 hour to 8 business hours, depending on priority of the issue.
- We will take ownership of the issue.
- We will listen to you.
- We will resolve issues in a timely manner.
- We will ask for your feedback (customer surveys).

Customer Responsibilities:

We want customers to partner with us to find an agreeable resolution to any situation. Maintaining a positive connection by sharing information, demonstrating the ability to listen and remaining accountable are critical aspects for both "Solutions" and our customers. We ask the following from our customers:

- Report technology issues in a timely fashion.
- Document as much detail into the symptoms of the issue as possible.
- Request and schedule special services well in advance in writing, when requested. For example installation of new equipment or creation of new user accounts.
- Acquire proper/recommended training for users. User support is not to be a substitute for training.
- Customer will pay all charges for equipment and/or services rendered unless otherwise covered by one of the Solutions Service Plans

2.2.3. Incidents, Problems and Service Requests

Ticket Creation

- The "Solutions" IT Specialists will be expected to create tickets that come in over the phone. Customers with access to the Help Desk portal application via user name and password will also be expected to create tickets. Once the ticket is created it will be auto assigned based on pre-defined criteria or you can assign it to the appropriate group.

- Upon creation of a ticket, the customer will automatically receive an email confirmation with the ticket or reference number. This confirmation denotes that the Incident or Service Request has been logged at the “Solutions” Help Desk, and that it has been dispatched to a team/IT Specialist. The customer is responsible for ensuring that their email address is provided to the “Solutions” Help Desk for update and resolution notification purposes.

Ticket Prioritization and Service Plans

The “Solutions” Dispatch Desk assigns a priority to every incident or service request that is initiated. A prioritization model is used to ensure a consistent approach to defining the sequence in which an item needs to be resolved and to drive the assignment of resources.

Solutions Service Plans

The Customer is required to have implemented the appropriate service plan to qualify for Critical, Urgent, High, and Medium Priorities. Customers without the appropriate Service Plan will only qualify for Low Priority.

- Application Support is covered by the *Licensed Code Support Agreement* and is included here for Priority Reference only.
- IBM i Server Management for qualified problems involving this environment. *Requires: License Agreement - IBM i Statement of Work*
- Managed Services - Network. *Requires: Managed Services Statement of Work*
- Customers without a service plan will be dealt with as time permits regardless of the problem.

Priorities

“Solutions” will respond to problems according to the following Priorities for the above listed Service Plans:

- **Critical/Emergency** – Response time is 1 business hour. Used when many people are affected by this incident.
- **Urgent** – Response time is 2 business hours. Used only for tickets coming from Customer with Platinum Managed Services with Guaranteed Response Times.
- **High** – Response time is 4 hours. Used when 1 or more customer users are experiencing a problem that needs fairly quick attention.
- **Medium** – Response time is 8 business hours. Used when 1 or more customers are experiencing a problem that has a work around or does not need to be solved in 4 or less hours.
- **Low** – Response Time is 16 business hours. Used when 1 or more customers are experiencing a problem that is not effecting their work, but they would like it fixed.
- **Scheduled** – Response Time is 72 business hours. Research and/or waiting for Customer to respond to a request or testing. (Usually Involving installation)

Problem Severity	Response Time	Acknowledgement Time
Critical/Emergency	1 business hour	30 Minutes
Urgent	2 business hours	1 business hour
High	4 business hours	2 business hours
Medium	8 business hours	4 business hours
Low	16 business hours	8 business hours
Scheduled	72 business hours	NA

Acknowledgement time is defined as the time allotted for an IT Specialist to acknowledge receipt of the reported incident. This metric is measured monthly and the internal SLA is that 99.50% of the tickets will be acknowledged within the time defined.

Response time is defined as the base time allotted to begin the troubleshooting or implementation effort. If the customer requires a specific date or time for the effort to commence, it must be defined within the ticket information.

2.2.4. Ticket Resolution (Closing a Ticket)

Documenting a complete resolution, once it is found, within the ticket is required. This will help others who run into the same problem. This can also be used to do some cross training. The “Solutions” goal for Closing Tickets is 90% of Help Desk tickets will be closed within 10 Business Days. (Most normal, routine incidents/requests where processes exist are actually completed in less than a week, however some incidents may require a work around for a short term until fully resolved (which may take longer than 10 days). The general expectation is that 90% of problems or incidents will be resolved within 10 days or less, with some exceptions.

2.3. Customer Communication

As previously stated, “Solutions” will update customers as incidents are being worked and upon incident resolution. But sometimes through Utility failures, Hardware failures, Telephone failures, or Internet failures outside of Solutions control, Solutions will have a hard time contacting the Customer or receiving Customer calls. When this does happen Solutions will contact the Customer using the following methods if applicable:

- A message on the “Solutions” Help Desk phone so that you know there is an outage and it is being worked on.
- A General service order will be created followed by an email to the “Solutions”-Customer distribution lists. The email will advise Information Technology contacts of the disruption and will advise that people link to the Customer Portal for ongoing updates and information.
- Notification on the “Solutions” Homepage
- If the outage affects all other forms of communication, “Solutions” will send a voice mail “blast” to the Information Technology contacts at other customers and departments to notify customers of the disruption.

2.4 Customer Escalation

The "Solutions" Help Desk is the single point of contact for initiating all Incidents and Service Requests, including any requests for ticket escalation. Please contact the "Solutions" Help Desk at 712-262-4520 or submit a ticket on the Customer Portal.

2.5. Billable or Pre-Paid Hours service order Process

All service orders (i.e. additional services, etc.) whether originated by "Solutions" or the customer, must be documented for approval. The process starts with a request submitted via the "Solutions" Help Desk or Customer Portal.

"Solutions" initiated service orders will not be executed without first notifying the customer, and when appropriate, getting customer approval. In the case of an emergency, the customer will be contacted as quickly as feasible and informed of the work performed.

Customer agrees to provide personnel for testing and validation of their equipment functionality after installation, upgrades, and other significant system updates.

2.6 Dispute Resolution

As per the "SOLUTIONS" INFORMATION TECHNOLOGY SERVICES AGREEMENT, of which this is a part, dispute resolution will be dealt with as per section 16.8. Dispute Resolution & Binding Arbitration.

2.7. Solutions SERVICE PLANS included with this Statement of Work

X	Silver Managed Services Agreement - Annual Fee of	\$6,192.00
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You are entitled to discounted travel of \$300 per technician per day

Total Statement of Work

\$6,192.00

3. INVOICING

All invoicing will occur monthly after services have been provided, unless pre-paid and all fees shall be due Net 30. Any additional services not identified in a Statement of Work (SOW) that are requested by Customer at any time during the term of the SOW will be billed by "Solutions" at "Solutions" then current rates, and Customer agrees to pay for said services under the terms and conditions of the Statement of Work and the Services Agreement.

SIGNATURES

IN WITNESS WHEREOF the parties have executed this Statement of Work as of the day and year first set forth above.

Accepted by Customer: City of Cresco Iowa

signature

Name

Title

_____ 2021

Date

Accepted by Solutions, Inc.

signature

Alaire Nielsen

Name

Chief Financial Office

Title

_____ 2021

Date

Managed Services - standard features

Customer will maintain their network to Industry Best Practices and Minimums

Due to the constant changes in the IT industry, Industry Best Practices are constantly evolving. Although "Solutions" does not require the Customer to implement every Best Practice recommended by Customer's Software and Technology provider, "Solutions" does have minimum requirements to support a Customer's network securely and safely. The requirements will be supplied to the customer as part of the Onboarding Process and reviewed Annually (see Network Assessment). The Customer will, at their own expense, have these devices and software upgraded to the minimum recommended levels. These requirements affect Wiring, Internet, Firewalls, Security, Network, LAN, WAN, Hardware and Software.

Monitoring IP addresses

Managed Services monitors all IP based devices (except for mutually agreed upon exclusions) at the customer's site based on industry based best-practice monitoring policies with the goal to become proactive and eliminate problems before they occur.

Managed Services Software

The Managed Services Software and Utilities supplied by Solutions will automatically perform secure, comprehensive scans of the customer environment to gather up-to-date information needed to oversee the customers' IT assets. Solutions will monitor anything with an IP address, including: desktops, laptops, servers, managed switches, routers, firewalls, gateways, VoIP Switches, phones, printers, specialized equipment, environmental control devices (limited monitoring), Hardware as a Service (HaaS), Platform as a Service (PaaS), including Operating Systems, Software as a Service (SaaS) Identifiable Application Software, and virtual machines unless otherwise excluded. All Monitoring will use Industry based standards and protocols (WMI, SNMP, Syslog, NetBIOS, ICMP, XML, etc.) used widely within a typical network environment (unless removed from Monitoring as agreed to by Solutions and the Customer).

Network Assessment and an analysis of all devices will be run regularly

The Customer will upgrade all Hardware and Software to recommended levels

Once the Assessment has been completed an analysis will be delivered to the customer as to what hardware/devices are not or no longer acceptable and/or what software needs to be upgraded to minimum levels of support. The Customer, will at their own cost, have these devices and software upgraded to the minimum recommended levels.

What cannot be Excluded from Managed Services?

No Security devices (routers and firewalls), Switches, Personal Computers, (both physical and virtual), Laptops, Workstations, Appliances (Linux based or otherwise), or Servers (both physical and virtual) may be excluded from the monitoring service. These are integral components of the network and all are needed to maintain the health of the network.

What can be Excluded from Managed Services?

Excluded devices might be devices such as Cell Phones that are relegated to a separate subnet. Or, miscellaneous hardware that has been identified and excluded (doorbell systems). These are devices that Solutions and the Customer have mutually agreed upon as exclusions.

Break/Fix

The term break/fix refers to the fee-for-service method of providing information technology repairs to businesses, in which a customer calls up a service provider to do an upgrade of a computer program, software product, computer, or a repair of something computer-related like a printer or drive array that is broken, the IT provider offers a solution or repair, and bills the customer for the work done.

Unsupported Hardware or Software

will not be covered by any Managed Services Agreement. Unsupported Hardware or Software is defined as when the original Manufacturer has dropped maintenance or has stopped providing updates or fixes to their hardware or software. Examples of this would be Microsoft Windows XP, Windows 7, Microsoft Windows Server 2008, or IBM i 8202-E4D.

What is a New Installation or New Project

If the word "New" is referenced by Solutions in a service order it is not covered and is considered either an Installation or a Project. Usual and Customary rates as listed under Hourly Services will apply. Examples: The Customer purchased a "New" Personal Computer. The customer wants to move a User's PC to a "New" location. The customer wants to implement a "New" Security Plan.

The Customer - City of Cresco Iowa, is contracting for a Silver Managed Services Agreement - Silver Service Plan

Managed Services Tickets (service orders):

Silver Service Plan Users - "Solutions" provides a dispatch desk and ticketing system. When an error has occurred, trouble shooting is required, or something simply has to be fixed, "Solutions" will have Dispatch create a service order, contact whomever the Customer wishes to have contacted, and based on the type of error, hand it off, or perform the service as agreed to. Customer is still responsible for Non "Solutions" Labor Costs, Hardware, and Licensing costs, if required.

Twenty-four by seven Monitoring and Alerting:

Depending on if there is an Alert, Failure, Threat or Security concern, Solutions will contact the Customer's representative(s) as how they would like to have the problem remediated. Error & Event Logs will be created, monitored and maintained based on the existing monitors available.

Twenty-four hour Electronic Monitoring of the Customer Network. This includes TCP/IP errors, Disk health, Windows services not started, High Processor usage, High memory/RAM usage, Low disk space, Recently restarted, Recent memory dumps, Online/Offline, DNS service not started on Domain controllers, Active Directory errors, Hyper-V replica errors, Virtual Machine management service, Hyper-V application errors, Multi-WAN disconnects, High Temperature on certain hardware, manufacturer identified alerts (such as fan health) and pre-failure Indicators.

Twenty-four hour Application and Database Monitoring. When electronic application monitoring is accessible from the Vendor, Solutions will Monitor Applications and Database for Application Failures.

Twenty-four hour Electronic Monitoring of Desktops and Servers for Security Issues.

Twenty-four hour Electronic Monitoring of Firewall(s).

Twenty-four hour Electronic Monitoring of the Backup Job that has been setup by the Customer or on the Customer's behalf.

Patch Management:

Microsoft Security Patch Management - As Microsoft releases critical security patches they are loaded as soon as approved to be installed.

Microsoft OS Patch Management - Proactively install and monitor the available OS Patches available from Microsoft. Please note this is for the current supported version of the Operating system and Server software. Examples are Windows 10, Windows Server 2012, 2012 R2, Windows Server 2016 & Windows Server 2019.

Other Desktop, Server and Application Patch Management - Proactively install and monitor the available Application Patches available from Microsoft and other selected desktop Applications. Please note this is for the current supported version of the Licensed applications only. Examples would be IE Explorer, Microsoft Office and Adobe Reader. A current list of applications will be provided upon request. Customer is responsible for Hardware and Licensing costs if required.

Security Services:

Solutions will Manage the Customer's Antivirus and Antispyware (Business or Enterprise Class only)- Including scheduled updates and upgrades. Only approved products are included. Check with Solutions for the approved list of products. Customer is still responsible for Licensing costs and new installations.

Active Directory Users - Manage existing Users if needed, Disable Users and Manage Passwords. - This ensures that with one call your users can have their passwords reset. This does not preclude the local Administrator resetting passwords. Customer is still responsible for Licensing costs and new installations. Active Directory Cleanup will be performed as needed.

Work with your local Security Administrator to ensure that the Security is enforced across the network. (Design and delivery of Security plans are billable)

Firewall Management - Proactively Manage Customer's Firewall and troubleshoot problems as they arise. Changes will be reviewed with the Customer's designated contact. Once VPN's and other security measures have been agreed to and installed, "Solutions" will monitor the VPN for errors if they occur. This does not include setting up new users, new policies or new VPNs. Customer is still responsible for Hardware, Licensing costs and new installations.

Switch Management - Proactively Manage Switches and troubleshoot problems as they arise. Once installed ensure that they are backed up after changes are made. Customer is still responsible for Hardware, Licensing costs and new installations.

Backup Services:

Backup Health - Solutions will automate the monitoring during the Onboarding process and new purchases, the various backup processes being used by the Customer excluding Cloud Hosted Servers and the IBM i (this is usually covered elsewhere). This is limited to mutually agreed to backup applications that can be monitored. If there are alerts or errors, notify the Customer, and then offer remediation at an additional cost. Exceptions would be if the backup is covered by a separate, additional Statement of Work: IE Datto Agreement.

Annually, assist the Customer in verifying backup media and locations if offsite, to ensure backup was complete. If the Customer wishes to verify backup media and/or locations more than once a year, additional fees will be incurred at normal rates. If there has been a problem with what has been backed up, offer remediation at an additional cost. Exceptions would be if the backup is covered by a separate, additional Statement of Work: IE Datto Agreement.

Backup Software Patch Management - Proactively install and monitor the available Software Patches available from the software agreed to, in the paragraph that begins Backup Health above. Customer is still responsible for Licensing costs. Automated software upgrades will be included if available.

Discounted Travel Costs

Special Travel Costs for Managed Services Clients - Discounted Travel Rate: Requires a Managed Services Agreement in Silver or Gold with Locked in travel rate. Those visits scheduled by Solutions personnel will be a per technician charge, of: \$300 per day to cover travel, motel, and meals. Advanced scheduling is required to ensure that there are enough technical personnel available. Solutions reserves the right to change this rate upon renewal of this Statement of Work. Should the rate in the paragraph Travel and Expenses (see section 2.4) be less than this discounted rate, the lower rate shall be used.

Pre-Paid Hours

Pre-Paid Hours - With the exception of Pre-Paid Labor for Image Services, Pre-Paid Technical Service Hours are only available for purchase for Silver or Gold Managed Services Customers. The Service plan also provides those customers with a discount applied to that rate

Assets and Executive Reports:

Inventory Reports will be delivered to the Customer Annually, or upon request. This will include asset Information, including warranty renewal (if available)

Executive Reports are supplied to the Customer upon request. These can be tailored to the Customers needs, during onboarding.

Installation & Break / Fix - All other services not covered above will incur hourly rates. This would include any "New" Installations or "New" Projects.

Silver

The Customer - City of Cresco Iowa, is contracting for a Silver Managed Services Agreement - for an annual fee of \$6,192.00.

			Monthly rate	Monthly Extended
	Network Rate	1	\$215.00	\$215.00
	Personal Computers, Laptops and Workstations	8	\$25.00	\$200.00
All server instances, includes physical servers, virtual servers, Hyper-V, VMware and Linux KVM		2	\$45.00	\$90.00
Monitored Network Devices (i.e. Firewalls, Switches, Wireless Access Points, Network Management.		4	\$2.00	\$8.00
Specialized Storage Systems such as iSCSI systems, NAS and JBOD systems. This should not include devices on separate agreement - ie Datto (Contracted Backup and storage listed under Miscellaneous		0	\$10.00	\$0.00
Printer Management is not an option at this time. We are monitoring only. Minimum Charge		2	\$1.50	\$3.00
Miscellaneous Devices - Such as - IBM i, IBM i consoles, IMM, iLO, Onsite Manager, Other devices seen such as Watt Boxes, PDU Monitoring, , include Datto here ("Solutions" may monitor these for compliance and for risk aversion)		1	\$0.00	\$0.00
Excluded Devices	2	17	Devices	\$516.00

City of Cresco Iowa, contracting for a Silver Managed Services Agreement - has included the following Offices, Agencies or Departments in this Statement of Work

All Internal Users

RESOLUTION NUMBER _____

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO ENTER INTO A 28E AGREEMENT WITH NORTHEAST
IOWA COMMUNITY ACTION CORPORATION**

WHEREAS, the City of Cresco and Northeast Iowa Community Action Corporation will jointly coordinate efforts to serve low-income individuals and families in City of Cresco; and

WHEREAS, the Board of Directors of Northeast Iowa Community Action Corporation will determine and oversee the policies and activities; and

WHEREAS, the City of Cresco shall provide an annual payment to Northeast Iowa Community Action Corporation, the amount determined annually by the City.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized and directed to sign the written 28E Agreement with Northeast Iowa Community Action Corporation to provide direct services in the form of programs to serve low-income individuals and families in Cresco, Iowa.

Council Person _____ moved the adoption of the foregoing Resolution Authorizing the Mayor and City Clerk to enter into a 28E Agreement with Northeast Iowa Community Action Corporation. 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 dated _____, 2021, between the City of Cresco and Northeast Iowa Community Action Corporation 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 Pro-Tem Amy Bouska

ATTEST: _____
City Clerk Michelle Elton

**28E AGREEMENT FOR FUNDING FOR SERVICES
BETWEEN NORTHEAST IOWA COMMUNITY ACTION CORPORATION AND
THE CITY OF CRESCO, IOWA**

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

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

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

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

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

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

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

1. **Purpose.** The purpose of this Agreement shall be to provide for the joint exercise of the respective powers of the parties hereto in connection with achieving the goals of advancing community development and improving social and economic conditions for individuals and families with limited resources in Howard County and the City of Cresco, Iowa pursuant to the provisions of Chapter 28E of the Code of Iowa.
2. **Administration.** No separate legal or administrative entity or joint board will be established by this Agreement. The Cresco City Clerk and the Director of the Agency will be designated as the administrators of the Agreement for the purpose of Iowa Code Section 28E.6. No joint budget will be established or maintained for the purpose of carrying out the terms of this Agreement.
3. **Duration.** This Agreement shall be for a one-year term with an effective commencement date of July 1, 2021 and shall automatically renew for a one (1) year period under the same terms and conditions unless otherwise terminated as forth below in Paragraph 7.

4. **Goals Of Funding.** The goal of this joint action between the City and Agency shall be to serve low-income individuals and families through programs and services including: Early Childhood Programs, Family Support Services, Food Pantry Distribution, Stable and Affordable Housing, Budget Counseling, Public Transportation, Pregnancy Prevention and Health Education, Low Income Home Energy Assistance, Weatherization and Crisis/Financial Assistance.
5. **Funding.** The Agency shall, in consideration of receiving an annual payment from City in an amount determined annually by City, provide direct services in the form of programs identified in paragraph 4, above, that impact the health and welfare of City residents.

Funding provided by City will be used for:

- A portion of Family Services Outreach staffing, administrative and indirect costs in City/County. Services include providing crisis assistance to address critical needs such as preventing utility shutoffs and housing evictions.
- Local match requirements for NEICAC programs serving residents of City.
- Support for additional funding needs of NEICAC programs serving residents of City.

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

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

To the Agency:
Northeast Iowa Community Action Corporation
Attn: Executive Director
305 Montgomery St.
Decorah, IA 52101

To the City:
City of Cresco
Attn: City Clerk
130 N. Park Place
Cresco, IA 52101

11. Construction. This Agreement shall be construed so as to comply with the requirements of the laws of the State of Iowa. The provisions of this Agreement and all paragraphs and sections under it are to be construed with a view to affect its objects and to promote the intent of the parties who have fixed their signatures herein.
12. Forum/Law. The Parties consent to the jurisdiction of the Iowa District Court in and for The City of Cresco for all matters relating to this Agreement and agree that this Agreement will be governed by the laws of the State of Iowa.
13. Severability. If any provision of this Agreement is held illegal or invalid, the illegality or invalidity of such provision will not affect any of the remaining provisions and this Agreement will be construed and enforced as if such illegal or invalid provision had not been contained herein.
14. Waiver. The failure of either of the parties to enforce any right or provision under this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. In addition, no waiver of a party's right or remedy will affect the other provisions of this Agreement.
15. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party will be liable to the other for failure to comply with any obligation under this Agreement if such party is prevented from doing so by reason of events beyond the reasonable control of the party.
16. Assignment. Neither party may assign any right or obligation under this Agreement, in whole or in part, without the other party's prior written consent. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assignees.
17. No Third-Party Beneficiaries. This Agreement is entered into by and between the parties hereto for their benefit. There is no intent by any party to create, imply, or establish a third-party beneficiary or status or rights in any person except as expressly set forth in this Agreement, and no such third party will have any right to enforce any benefit created or established under this Agreement.

18. Method Of Approval. The parties hereto shall approve this Agreement by resolution, which respective resolutions shall authorize the representative of the Agency Board of Directors and the Cresco City Council to execute this Agreement.
19. Entire Agreement. This Agreement supersedes all previous agreements, amendments, arrangements, and understandings between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties.
20. Amendments. This Agreement may be amended by a written instrument approved and executed by the Agency and the City and filed with the Iowa Secretary of State in accordance with Iowa Code Section 28E.8.
21. Agreement - Filing. When this Agreement has been approved by the parties hereto, it shall be filed with the Secretary of State of the State of Iowa in accordance with the provisions of the Iowa Code Section 28E.8.
22. Agreement - Effective Date. This Agreement shall be effective from, on and after the date which this Agreement is recorded and filed as herein provided.

IN WITNESS WHEREOF, this Agreement has been approved by appropriate action and duly executed by the parties on the dates written below.

DATED by Agency this ____ day of _____, 2021.

**NORTHEAST IOWA COMMUNITY
ACTION CORPORATION**

Lester Askelson, President

Daniel Byrnes, Secretary

DATED by City this ____ day of _____, 2021.

CITY OF CRESCO

Amy Bouska, Mayor Pro-Tem

Attest:

Michelle Elton, City Clerk

SUMMARY OF ORDINANCE 492

Below is a summary of ORDINANCE 492. A full copy of said Ordinance may be obtained between 8 am and 4:30 pm weekdays at City Hall, 130 North Park Place, Cresco, IA 52136 or on the City's website at www.cityofcresco.com.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESCO, IOWA, BY AMENDING CHAPTERS 105.10, 105.14, 106.02 AND 106.08 (1) PERTAINING TO WASTE STORAGE CONTAINERS & RECYCLING PROGRAM FOR SOLID WASTE CONTROL AND VEHICLES & FEES FOR RECYCLABLE AND NON-RECYCLABLE WASTE

BE IT ENACTED by the City Council of the City of Cresco, Iowa, as follows:

SECTION 1. SECTIONS MODIFIED.

Chapter 105.10 – Describes the Container Specifications

Chapter 105.14 States that all recycling shall be comingled and shall not be separated by the use of paper sacks or plastic bags or other means. All food containers must be cleaned.

Chapter 106.02 States that each household will be furnished one cart for comingled recycling and one cart for non-recyclable waste. Light commercial accounts, that do not require a dumpster, will be furnished one cart for non-recyclable waste.

Chapter 106.08, Subsection 1 Lists the fees that will be charged:

	Effective January 1, 2022	Effective when carts furnished
Solid Waste (Residential)	\$18.56 per month*	\$21.35 per month*
Recycling (Residential)	\$5.14 per month	\$5.91 per month
Solid Waste (Light Commercial)	\$23.02 per month	\$26.47 per month
*Where at least one resident is 65 years of age or older	\$17.85 per month	\$20.53 per month

All rates will increase by 4% on January 1st for the next four years ending December 31, 2026.

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

Mayor Pro-Tem Amy Bouska

ATTEST: _____
City Clerk Michelle Elton

1st Reading _____

2nd Reading _____

3rd Reading _____

I certify that the foregoing was published as Ordinance No. 492 on the _____ day of _____, 2021.

ATTEST: _____
City Clerk Michelle Elton

ORDINANCE 492

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESCO, IOWA, BY AMENDING CHAPTERS 105.10, 105.14, 106.02 AND 106.08 PERTAINING TO WASTE STORAGE CONTAINERS & RECYCLING PROGRAM FOR SOLID WASTE CONTROL AND VEHICLES & FEES FOR RECYCLABLE AND NON-RECYCLABLE WASTE

BE IT ENACTED by the City Council of the City of Cresco, Iowa, as follows:

SECTION 1. SECTION MODIFIED. Chapters 105.10, 105.14, 106.02 and 106.08 Subsection 1, of the Code of Ordinances of the City of Cresco, Iowa, is repealed and the following adopted in lieu thereof:

105.10 WASTE STORAGE CONTAINERS. Every person owning, managing, operating, leasing, or renting any premises, dwelling unit or any place where refuse accumulates shall provide and at all times maintain in good order and repair portable containers for refuse in accordance with the following:

1. Container Specifications. Waste storage containers shall comply with the following specifications:
 - A. Residential. Residential waste containers shall be carts provided by hauler or designated collection bags. Disposable collection bags shall be securely fastened, and reusable carts shall be closed securely in order to be serviced.
 - B. Commercial. Every person owning, managing, operating, leasing or renting any commercial premises where an excessive amount of refuse accumulates and where its storage in one or two carts as required above is impractical, shall maintain bulk storage containers approved by the City and provided by the collector.
2. Storage of Containers. Residential solid waste containers shall be stored upon the residential premises. Commercial solid waste containers shall be stored upon private property, unless the owner has been granted written permission from the City to use public property for such purposes. The storage site shall be well-drained and fully accessible to collection equipment, public health personnel, and fire inspection personnel. All owners of residential and commercial premises shall be responsible for proper storage of all garbage and yard waste to prevent materials from being blown or scattered around neighboring yards and streets.
3. Location of Containers for Collection. Carts or collection bags for the storage of solid waste awaiting collection shall be placed at the curb or alley line by the owner or occupant of the premises served. Carts, collection bags or other solid waste placed at the curb line shall not be so placed more than twelve (12) hours in

advance of the regularly scheduled collection day and shall be promptly removed from the curb line following collection.

4. Nonconforming Containers. Solid waste placed in containers that are not in compliance with the provisions of this section will not be collected.

105.14 RECYCLING PROGRAM. The City shall provide for the collection of recyclable material in accordance with the provisions of the contract between the City and the collector. All recycling shall be comingled and shall not be separated by the use of paper sacks or plastic bags or other means. All food containers must be cleaned. Recyclables shall be collected once every two weeks.

106.02 COLLECTION VEHICLES. Each household will be furnished one cart for comingled recycling and one cart for non-recyclable waste. Light commercial accounts, that do not require a dumpster, will be furnished one cart for non-recyclable waste. Property Owners shall keep carts cleaned to prevent nuisances, pollution, or insect breeding, and maintained in good repair. Each cart will have a unique serial number which is assigned to the residential or light commercial account.

(IAC, 567-104.9[455B])

106.08 COLLECTION FEES. The collection and disposal of solid waste as provided by this chapter are declared to be beneficial to the property served or eligible to be served and there shall be levied and collected fees therefor in accordance with the following:

(Goreham vs. Des Moines, 1970, 179 NW 2nd, 449)

1. Fees. The fees for solid waste collection and disposal service, to any property where water service is turned on, are:

Effective January 1, 2022	
Solid Waste (Residential)	\$18.56 per month per dwelling unit*
Recycling (Residential)	\$5.14 per month per dwelling unit
Solid Waste (Light Commercial)	\$23.02 per month
* Where at least one resident residing in a dwelling unit is 65 years of age or older, the fee is \$17.85 per month.	

Effective Upon 65-Gallon Carts Furnished to All Accountholders	
Solid Waste (Residential)	\$21.35 per month per dwelling unit*
Recycling (Residential)	\$5.91 per month per dwelling unit
Solid Waste (Light Commercial)	\$26.47 per month
* Where at least one resident residing in a dwelling unit is 65 years of age or older, the fee is \$20.53 per month.	

Effective January 1, 2023	
Solid Waste (Residential)	\$22.21 per month per dwelling unit*
Recycling (Residential)	\$6.15 per month per dwelling unit
Solid Waste (Light Commercial)	\$27.53 per month
* Where at least one resident residing in a dwelling unit is 65 years of age or older, the fee is \$21.35 per month.	

Effective January 1, 2024	
Solid Waste (Residential)	\$23.09 per month per dwelling unit*
Recycling (Residential)	\$6.39 per month per dwelling unit
Solid Waste (Light Commercial)	\$28.63 per month
* Where at least one resident residing in a dwelling unit is 65 years of age or older, the fee is \$22.21 per month.	

Effective January 1, 2025	
Solid Waste (Residential)	\$24.02 per month per dwelling unit*
Recycling (Residential)	\$6.65 per month per dwelling unit
Solid Waste (Light Commercial)	\$29.78 per month
* Where at least one resident residing in a dwelling unit is 65 years of age or older, the fee is \$23.09 per month.	

Effective January 1, 2026	
Solid Waste (Residential)	\$24.98 per month per dwelling unit*
Recycling (Residential)	\$6.91 per month per dwelling unit
Solid Waste (Light Commercial)	\$30.97 per month
* Where at least one resident residing in a dwelling unit is 65 years of age or older, the fee is \$24.02 per month.	

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

Mayor Pro-Tem Amy Bouska

ATTEST: _____
City Clerk Michelle Elton

1st Reading _____

2nd Reading _____

3rd Reading _____

I certify that a summary of the foregoing was published as Ordinance No. 492 on the
_____ day of _____, 2021.

ATTEST: _____
City Clerk Michelle Elton

MEMORANDUM OF AGREEMENT

The parties to this agreement are the City of Cresco, Iowa ("City"), and Howard County, Iowa (County). This agreement is entered into as of November _____, 2021.

WHEREAS:

1. Following the federal decennial census, and after the redistricting of congressional and legislative districts, city councils and county board of supervisors are required to complete any changes in precinct and ward boundaries (for cities) or precinct and supervisor district (for counties).
2. Election precincts which are composed partially of unincorporated territory within a county and partially of part of a city may be established, if an agreement which is mutually satisfactory to the board of supervisors of the county and to the city council of the city is adopted and submitted to the state commissioner as part of the certification of precinct boundaries.
3. The City and County desire to have one combined precincts, namely Cresco 1B.

Therefore, the parties agree to the provisions set forth below:

1. Cresco 1B shall be composed of an incorporated population of Cresco 1B of 721 persons who are residents of City and an unincorporated population of 683 persons who are residents of Vernon Springs Township, in County, as is shown on the map attached hereto.

Dated this ____ day of _____, 2021.

City of Cresco, Iowa

Howard County, Iowa

By _____
Amy Bouska, Mayor Pro Tem

By _____
Pat Murray, Chairman,
Howard County Board of Supervisors

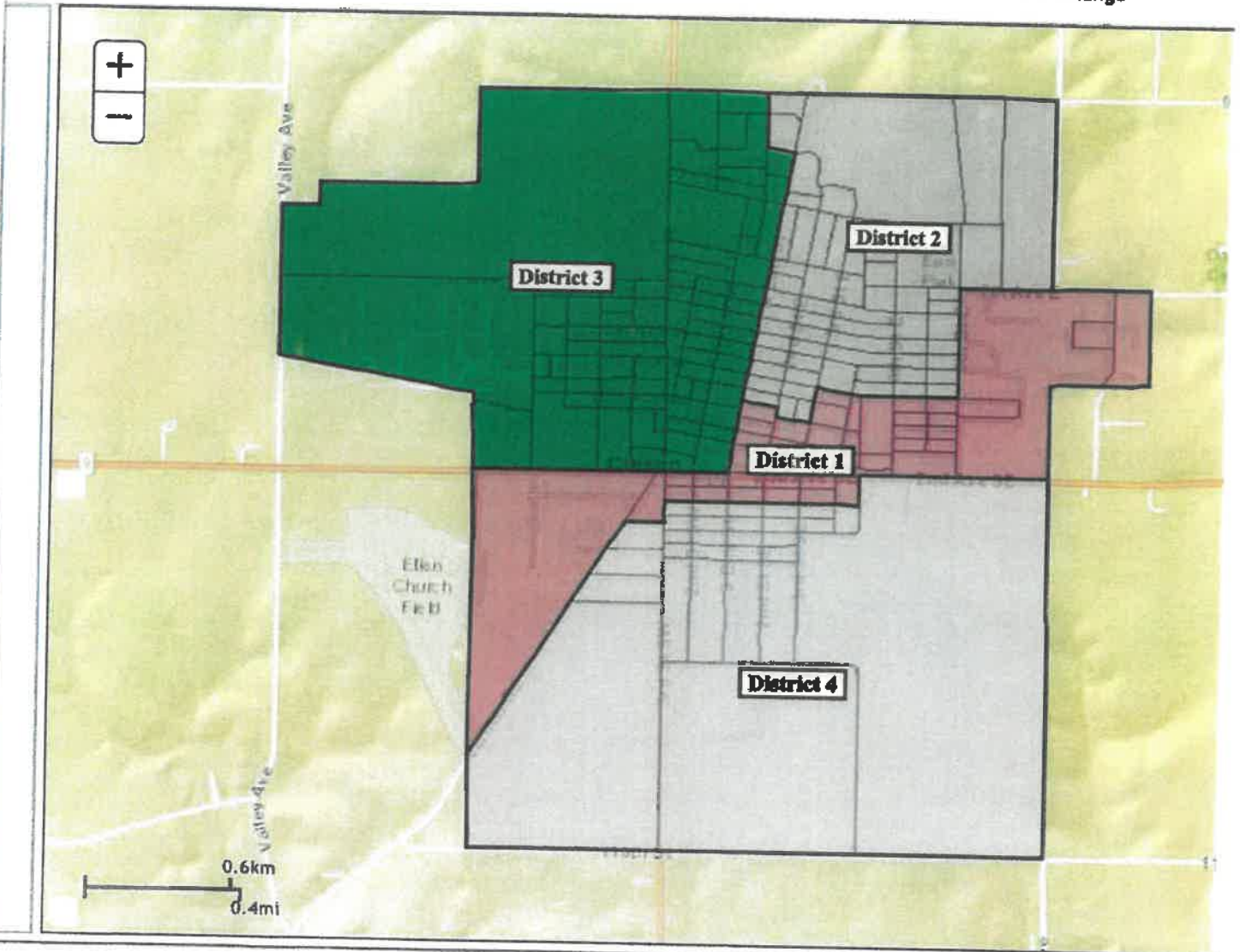
Attest:

Michelle Elton, City Clerk

Julie Chapman, County Auditor

Redistricting Online 2.36

- File Learn View Create Review Share Submit
- New Open Save Plans Save As Archive Open Local Save Local Quick Print Print Plan Book Import Export Interchange



District	Color	Hide	Lock	TOTAL	TARGET_DEV	
Unassigned	<input type="checkbox"/>			0	0	
District 1	<input type="checkbox"/>	Ward 1(A)		588	384 13	Ward 1(Combined)
District 2	<input type="checkbox"/>	Ward 2		1,301	329 5	
District 3	<input type="checkbox"/>	Ward 3		1,278	306 -18	
District 4	<input type="checkbox"/>	Ward 1(B)		721	251	

SUMMARY OF ORDINANCE 493

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESCO, IOWA, BY AMENDING CHAPTERS 3.01(2), 3.02 AND 3.03 ESTABLISHING NEW VOTING PRECINCTS AND WARDS WITHIN THE CITY OF CRESCO, IOWA

Below is a summary of ORDINANCE 493. A full copy of said Ordinance and a map may be obtained between 8 am and 4:30 pm weekdays at City Hall, 130 North Park Place, Cresco, IA 52136 or on the City’s website at www.cityofcresco.com.

CHAPTER 3 of the Code of Ordinances of the City of Cresco, Iowa.

VOTING PRECINCTS AND WARDS

PURPOSE: Boundaries for the voting precincts and wards changed due to the 2020 census.

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

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law and effective for elections held after January 15, 2022.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

Mayor Pro-Tem Amy Bouska

ATTEST: _____
City Clerk Michelle Elton

1st Reading _____

2nd Reading _____

3rd Reading _____

I certify that the foregoing was published as Ordinance No. 493 on the _____ day of _____, 2021.

ATTEST: _____
City Clerk Michelle Elton

ORDINANCE 493

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESCO, IOWA, BY AMENDING CHAPTERS 3.01(2), 3.02 AND 3.03 ESTABLISHING NEW VOTING PRECINCTS AND WARDS WITHIN THE CITY OF CRESCO, IOWA

BE IT ENACTED by the City Council of the City of Cresco, Iowa:

SECTION 1. SECTIONS MODIFIED. Chapter 3.01(2), 3.02 and 3.03 of the Code of Ordinances of the City of Cresco, Iowa, is repealed and the following adopted in lieu thereof establishing precincts and wards within the City of Cresco, Iowa:

3.01 DEFINITIONS. For the purposes of this chapter, unless the context otherwise requires:

2. "Census Day" means April 1, 2020, the official date of the 2020 United States Decennial Census.

3.02 WARDS ESTABLISHED. The City is hereby divided into three Wards, as follows:

1. The First Ward shall consist of that territory bounded by a line as follows:

Beginning at the West Corporate Limit Line on 2nd Ave SW (State Highway 9), then East along 2nd Ave SW (State Highway 9) to the intersection of 2nd Ave SW (State Highway 9) and South Elm St, then North to the intersection of 1st Ave East and North Elm St, then continue North along North Elm St to the intersection of North Elm St and North Park Pl, then East along North Park Place to the intersection of North Park Place and 2nd St East, then South along 2nd St East to the intersection of 2nd St East and 2nd Ave East, then East along 2nd Ave East to the intersection of 2nd Ave East and 3rd St East, then North along 3rd St East to the intersection of 3rd St East and 3rd Ave East, then East along 3rd Ave East to the intersection of 3rd Ave East and 8th St East, then North along 8th St East to the intersection of 8th St East and 7th Ave East, then East along 7th Ave East to the Corporate Limit Line, then South along the Corporate Limit Line to the South Corporate Limit Line (110th St), then West along the Corporate Limit Line to the West Corporate Limit Line, then North along the West Corporate Limit Line to point of beginning on 2nd Ave SW (State Highway 9), all of which is part of the Iowa Senate District #32 and Iowa House District #63 and Congressional District #2.

2. The Second Ward shall consist of that territory bounded by a line as follows:

Beginning at the intersection of 12th Ave E and Division St, then South along Division St to the intersection of Division St and 10th Ave, then East along 10th Ave to the intersection of 10th Ave and North Elm St, then South along North Elm St to the intersection of North Elm St and North Park Place, then East along North Park Place to the intersection of North

Park Place and 2nd St East, then South along 2nd St East to the intersection of 2nd St East and 2nd Ave East, then East on 2nd Ave East to the intersection of 2nd Ave East and 3rd St East, then North on 3rd St East to the intersection of 3rd St East and 3rd Ave East, then East along 3rd Ave East to the intersection of 3rd Ave East and 8th St East, then North along 8th St East to the intersection of 8th St East and 7th Ave East, then East along 7th Ave East to Corporate Limit Line, then North along Corporate Limit Line to 12th Ave East, then West along 12th Ave East to the intersection of 12th Ave East and Division St being the point of beginning, all of which is part of the Iowa Senate District #32 and Iowa House District #63 and Congressional District #2.

3. The Third Ward shall consist of that territory bounded by a line as follows:

Beginning at the intersection of 12th Ave West and Division St, then South along Division St to the intersection of Division St and 10th Ave, then East along 10th Ave to the intersection of 10th Ave and North Elm St, then South along North Elm St to the intersection of North Elm St and 2nd Ave SW (State Highway 9), then West along 2nd Ave SW (State Highway 9) to the West corporate limits, then North along the West Corporate Limit Line to the North Corporate Limit Line, then East along the North Corporate Limit Line to the intersection of 12th Ave West and Division St, being the point of beginning, all of which is part of the Iowa Senate District #32 and Iowa House District #63 and Congressional District #2.

3.03 PRECINCTS ESTABLISHED. The City is hereby divided into four (4) Precincts as follows:

1. The First Ward is hereby divided into two (2) Precincts as follows:

- A. Precinct 1A shall consist of that territory bounded by a line as follows:

Beginning at the West Corporate Limit Line on 2nd Ave SW (State Highway 9), then East along 2nd Ave SW (State Highway 9) to the intersection of 2nd Ave SW (State Highway 9) and South Elm St, then North to the intersection of 1st Ave East and North Elm St, then continue North along North Elm St to the intersection of North Elm St and North Park Pl, then East along North Park Place to the intersection of North Park Place and 2nd St East, then South along 2nd St East to the intersection of 2nd St East and 2nd Ave East, then East along 2nd Ave East to the intersection of 2nd Ave East and 3rd St East, then North along 3rd St East to the intersection of 3rd St East and 3rd Ave East, then East along 3rd Ave East to the intersection of 3rd Ave East and 8th St East, then North along 8th St East to the intersection of 8th St East and 7th Ave East, then East along 7th Ave East to the Corporate Limit Line, then South along the Corporate Limit Line to 2nd Ave SE (State Highway 9), then West along 2nd Ave SE (State Highway 9) to the intersection of 2nd Ave SE (State Highway 9) and 5th St SE, then South along 5th St SE to the intersection of 5th St SE and 3rd Ave SE, then West along 3rd Ave SE

to the intersection of 3rd Ave SE and 3rd St SW, then South along 3rd St SW to the intersection of 3rd St SW and 4th Ave SW, then West along 4th Ave SW to the intersection of 4th Ave SW and the Vernon Road, then South along the Vernon Road to the West Corporate Limit Line, then North along the West Corporate Limit Line to 2nd Ave SW (State Highway 9) to the point of beginning.

- B. Precinct 1B shall consist of that territory located in Ward 1 and not included in Precinct 1A.
- 2. Precinct 2 shall consist of all the area located in Ward 2.
- 3. Precinct 3 shall consist of all the area located in Ward 3.

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

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law and effective for elections held after January 15, 2022.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

Mayor Pro-Tem Amy Bouska

ATTEST: _____
City Clerk Michelle Elton

1st Reading _____ 2nd Reading _____ 3rd Reading _____

I certify that a summary of the foregoing was published as Ordinance No. 493 on the _____ day of _____, 2021.

ATTEST: _____
City Clerk Michelle Elton