

SUMMARY OF ORDINANCE 513

AN ORDINANCE AMENDING ORDINANCE No. 381 AND PROVIDING THAT GENERAL PROPERTY TAXES SHALL NO LONGER BE DIVIDED ON CERTAIN PROPERTY LOCATED WITHIN THE CRESCO URBAN RENEWAL AREA, IN THE CITY OF CRESCO, COUNTY OF HOWARD, STATE OF IOWA (REMOVING “COMMERCIAL URBAN RENEWAL AREA AMENDMENT NO. 3 AREA”, “COMMERCIAL URBAN RENEWAL AREA AMENDMENT NO. 4 AREA” AND ADDING THE CONNECTING RIGHT OF WAY ON 7TH STREET WEST)

Below is a summary of ORDINANCE 513. 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.

CHAPTER 155 of the Code of Ordinances of the City of Cresco, Iowa.

URBAN RENEWAL UPDATE

PURPOSE: To update the Urban Renewal area by removing “Commercial Urban Renewal Area Amendment No. 3”, and “Commercial Urban Renewal Area Amendment No 4” areas and add right of way to connect the remaining portions of the area.

PASSED AND APPROVED THIS ____ DAY OF _____, 2024.

Mayor Alexander Fortune

ATTEST: City Clerk Nicole Hill

1st Reading 9/4/2024 2nd Reading _____ 3rd Reading _____

I certify that the foregoing summary was published as Ordinance No. 513 on the _____ day of _____, 2024.

ATTEST: _____
City Clerk Nicole Hill

ORDINANCE NO. 513

AN ORDINANCE AMENDING ORDINANCE NO. 381, AND PROVIDING THAT GENERAL PROPERTY TAXES SHALL NO LONGER BE DIVIDED **ON CERTAIN PROPERTY** LOCATED WITHIN THE CRESCO URBAN RENEWAL AREA, IN THE CITY OF CRESCO, COUNTY OF HOWARD, STATE OF IOWA (**REMOVING “COMMERCIAL URBAN RENEWAL AREA AMENDMENT NO. 3 AREA”, AND “COMMERCIAL URBAN RENEWAL AREA AMENDMENT NO. 4 AREA”**)

WHEREAS, by Resolution No. 090402, adopted September 8, 2004, the City adopted Amendment No. 4 to the Commercial Urban Renewal Plan, and by Resolution No. 090401, adopted the same date, the City adopted Amendment No. 3 to the Industrial Parks Urban Renewal Plan, and in doing so consolidated the Commercial Urban Renewal Area and the Industrial Parks Urban Renewal Area, renamed the consolidated area the Cresco Urban Renewal Area (the "Area" or "Urban Renewal Area"), and added property to the Area; and

WHEREAS, the City subsequently adopted Ordinance No. 381 to continue the division of property tax revenues under Iowa Code Section 403.19 in the previously existing portions of the Urban Renewal Area and to initiate the division of revenue for the property added to the Area as part of the consolidation; and

WHEREAS, the City Council of the City of Cresco has determined that in order to fulfill the purposes, objectives and projects for the Urban Renewal Area, and comply with the Urban Renewal Law, certain portions of the Urban Renewal Area must be removed from Ordinance No. 381 and no longer subject to the division of taxes under Section 403.19 of the Code of Iowa.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRESCO, STATE OF IOWA, THAT:

Section 1: That the following portions of the Area defined in Ordinance No. 381 as the “Commercial Urban Renewal Area Amendment No. 3 Area” and the “Commercial Urban Renewal Area Amendment No. 4 Area” (collectively the “Removed Property”), shall be removed from the application of Ordinance No. 381, and shall no longer be subject to the division of taxes under Section 403.19 of the Code of Iowa described in said Ordinance:

A. COMMERCIAL URBAN RENEWAL AREA AMENDMENT NO. 3 AREA

Parcel #320480001010000
Parcel #320480002010000
Parcel #320480001030000
Parcel #320480001020000
Parcel #322482600010000
Parcel #330060226010000
Parcel #320480004090000

Parcel #321750001000000

B. COMMERCIAL URBAN RENEWAL AREA AMENDMENT NO. 4 AREA

Parcel # 325-44-00-060-010-000
Parcel # 325-44-00-060-020-000
Parcel # 325-44-00-060-060-000
Parcel # 325-44-00-060-070-000
Parcel # 325-44-00-050-010-000
Parcel # 320-44-00-020-010-000
Parcel # 320-44-00-020-020-000
Parcel # 320-44-00-020-030-000
Parcel # 320-44-00-020-040-000
Parcel # 320-44-00-020-050-000
Parcel # 320-44-00-020-060-000
Parcel # 320-44-00-030-010-000
Parcel # 320-44-00-030-020-000
Parcel # 320-44-00-030-030-000
Parcel # 320-44-00-030-040-000
Parcel # 320-44-00-030-050-000
Parcel # 320-44-00-060-060-000

AND

Parcel # 110-22-08-34-070-000
Parcel # 320-21-00-00-010-000
Parcel # 320-21-00-00-020-000
Parcel # 320-21-00-01-010-000
Parcel # 320-50-00-02-010-000
Parcel # 320-50-00-02-020-000
Parcel # 320-50-00-02-030-000
Parcel # 320-50-00-02-040-000
Parcel # 320-50-00-04-010-000
Parcel # 320-50-00-04-020-000
Parcel # 320-50-00-04-040-000
Parcel # 320-50-00-04-050-000
Parcel # 320-50-00-04-060-000
Parcel # 320-50-00-04-070-000
Parcel # 320-50-00-04-080-000
Parcel # 320-50-00-04-090-000
Parcel # 324-59-22-00-010-000

AND

Parcel # 320-01-27-01-010-000
Parcel # 320-01-27-01-020-000

Parcel # 320-01-27-04-010-000
Parcel # 320-01-27-02-010-000
Parcel # 320-01-27-05-010-000
Parcel # 320-01-27-06-000-000
Parcel # 321-21-00-01-020-000
Parcel # 321-44-00-03-060-000
Parcel # 321-44-00-06-080-000

Section 2. That the “base period taxes” for the Area shall be reduced by the respective value described in Section 3 of Ordinance No. 381 for each of the Commercial Urban Renewal Area Amendment No. 3 Area and the Commercial Urban Renewal Area Amendment No. 4 Area.

Section 3. That all other portions of the Cresco Urban Renewal Area shall be and remain subject to all of the provisions of Ordinance No. 381; that the base value for the property remaining subject to the division of revenue shall remain unchanged by this Ordinance; and that except as amended herein, Ordinance No. 381 shall remain in full force and effect.

Section 4. That 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 or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2024

Read Second Time: _____, 2024

ORDINANCE No. 514

**AN ORDINANCE AMENDING CHAPTER 165 OF THE CITY OF CRESCO,
IOWA BY AUTHORIZING CHANGE OF ZONING FROM M-1 MIXED USE TO
C-2 CENTRAL BUSINESS COMMERCIAL DISTRICT AND UPDATING
THE CRESCO ZONING MAP FOR THE PROPERTY
DESCRIBED HEREIN:**

CHAPTER ONE SIXTY-FIVE, ZONING CODE AND MAP.

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

SECTION 1. Purpose of this ordinance is to change the present zoning classification on the zoning map for the following property description which is currently zoned as M-1 Mixed parcels of property at 114 7th Street West be rezoned to the C-2 Central Business Commercial District:

Lot 2-A, Lot 1-1-2, Lot 2-7, and Lot 2 of 2 & 100' RRROW IR Surv SE & Lot 2 of 7 SW, Howard County, Iowa

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 _____, 20_____.

Mayor Alexander Fortune

ATTEST: _____

City Clerk Nicole Hill

1st Reading 8/19/24 2nd Reading 9/4/2024 3rd Reading _____

I certify that the foregoing summary was published as Ordinance No. 514 on the _____ day of _____, 2024.

City Clerk Nicole Hill

ORDINANCE No. 516

AN ORDINANCE AMENDING CHAPTER 165 OF THE CITY OF CRESCO, IOWA BY AUTHORIZING CHANGE OF ZONING FROM C-1 COMMERCIAL DISTRICT TO R-2 LIGHT DENSITY RESIDENTIAL DISTRICT AND UPDATING THE CRESCO ZONING MAP FOR THE PROPERTY DESCRIBED HEREIN:

CHAPTER ONE SIXTY-FIVE, ZONING CODE AND MAP.

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

SECTION 1. Purpose of this ordinance is to change the present zoning classification on the zoning map for the following property description which is currently zoned as C-1 Commercial District parcels of property at 321 Vernon Rd to be rezoned to the R-2 Light Density Residential District:

**LOT 15, 17 EX E 200' LOT 17 & EX W 17.8' N 61.5' LOT 17 IR SURV E ½ NE,
Howard County, Iowa**

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 _____, 20_____.

Mayor Alexander Fortune

ATTEST: _____
City Clerk Nicole Hill

1st Reading 9/4/24 2nd Reading _____ 3rd Reading _____

I certify that the foregoing summary was published as Ordinance No. 516 on the _____ day of _____, 2024.

City Clerk Nicole Hill

ORDINANCE NO. 517
NUISANCE ABATEMENT PROCEDURE

**AN ORDINANCE AMENDING CHAPTER 50, NUISANCE ABATEMENT
PROCEDURE OF THE CODE OF ORDINANCES, CITY OF CRESCO, BY
AMENDING SECTION 50.06 (2) AND ADDING SECTION 50.08**

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

SECTION 1. Chapter 50, Nuisance Abatement Procedure, of the Code of Ordinances of the City of Cresco, Iowa, is hereby amended by amending Section 50.06 (2) and adding Section 50.08 as follows:

The existing section 50.02 (2) is hereby repealed and the following adopted in lieu thereof:

50.02 (2) Method of Service. The notice may be in the form of an ordinance or delivered by any of the following methods: first-class mail with certificate of mailing or certified mail; in-person delivery; delivery by law enforcement officer; posting of the notice in a conspicuous place on premises where the nuisance exists; or by any other delivery service such as Fed Ex or UPS.

SECTION 2. New Section. The Code of Ordinances of the City of Cresco, Iowa is amended by adding section 50.08 Habitual Violators, which is hereby adopted to read as follows:

50.08 Habitual Offenders. Any person who is found to have violated this article three or more times within a 36-month period, at any address in the City, shall be deemed to be a habitual violator.

In addition to other remedies set forth in the above sections, when it is determined by the department that a nuisance exists and/or that a person is a habitual violator, the City may File a civil action in the district court seeking an order enjoining the person from further violation of this article on real property owned or controlled by such person or real property where such person acts as an agent, tenant, or lessee of any residential dwelling, commercial establishment and/or real property within the City. The City may further request that upon entry of the injunction, the court allow the City to abate further violations without notice and/or seek an order of contempt.

All other provisions of Chapter 50, being Sections 50.01 to and including 50.07 shall remain the same, unchanged and in full force and effect. The foregoing amended section 50.02 (2) and 50.08 shall be in full force and effect from and after the date of passage and publication of this ordinance as provided by law.

SECTION 3. 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 _____, 20_____.

Mayor Alexander Fortune

ATTEST:

City Clerk Nicole Hill

1st Reading _____ Reading _____ 3rd Reading _____

I certify that the foregoing ordinance was published as Ordinance No. 517 on the _____ day of _____, 2024.

City Clerk Nicole Hill

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO A FACILITIES USE AGREEMENT
WITH NORTHEAST IOWA AREA AGENCY ON AGING

The City Council of the City of Cresco met in regular session on September 16, 2024.

Council member _____ moved the adoption of the foregoing Resolution Authorizing the Mayor to enter into a FACILITIES USE AGREEMENT with Northeast Iowa Area Agency on Aging. Council member _____ 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 October 1, 2024, between the City of Cresco and Northeast Iowa Area Agency on Aging 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 _____, 2024.

BY: _____
Mayor Alexander Fortune

ATTEST: _____
City Clerk Nicole Hill

FACILITIES USE AGREEMENT

By entering into this agreement, Northeast Iowa Area Agency on Aging, Inc. (NEI3A), an Iowa not for profit corporation, does contract with City of Cresco, an Iowa municipality (Landlord) to use facilities owned and maintained by Landlord, at the location locally known 268 7th Ave W Cresco, IA 52136 on the following terms and conditions.

Use of 268 7th Ave W, Cresco, IA 52136 building by NEI3A for Home Delivered Meal Coordination, Congregate meals, and wellness programming per section 8 of this agreement.

- 1. **TERM** The term of this Agreement is from October 1, 2024, through September 30, 2026. Either party may terminate this agreement upon 90 days' written notice.
- 2. **RENT** Rent shall be paid by NEI3A in the amount of \$375 per month and all costs associated with facilities use are included in the amount of rent.
- 3. **LANDLORD CONTACT PERSON** Until otherwise notified in writing, Landlord's authorized contact person(s) for this Agreement shall be:

Name Niki Hill, City Clerk
 Address 130 N Park Place, Cresco, IA 52136
 Telephone Number(s) 563-547-3101
 E-mail cityhall@cityofcresco.com

- 4. **NEI3A CONTACT PERSON** Until otherwise notified in writing, NEI3A's authorized contact person(s) for this Agreement shall be:

Name Kristi Shannon, Director of Quality Assurance
 Address 3840 W. 9th Street, Waterloo Iowa 50702
 Telephone Number(s) (319) 874-6858
 E-mail kshannon@nei3a.org

- 5. **FACILITIES SPACE INCLUDED** The facilities being rented are:

_____ the kitchen and community room

- 6. **ADDITIONAL AMENITIES INCLUDED** The facilities rental shall also include: (check all that apply)

snow removal for adjacent sidewalks
 on-site general storage sufficient to store activity and nutrition supplies, closet space
 office supplies and Senior Center Activities Supplies

- on-site locked storage sufficient to store computer and office supplies
- shared land-line telephone
- wired/wireless internet service
- janitorial service
- garbage removal service

7. **KEYS** 2 Keys shall be provided for the outside entrance door by Landlord.

All keys shall be returned to Landlord at the termination of the Agreement.

8. **DAYS AND HOURS OF USE** The days and hours of facility use shall be limited to:

Mondays	11:00 a.m. to 1:00 p.m.
Tuesdays	11:00 a.m. to 1:00 p.m.
Wednesdays	11:00 a.m. to 1:00 p.m.
Thursdays	11:00 a.m. to 1:00 p.m.
Fridays	11:00 a.m. to 1:00 p.m.

and as mutually agreed in writing in advance. The hours of use include the time for any related set-up and clean-up. Except for items stored in included storage facilities as set out above, all items brought into the facility by NEI3A must be removed at the end of the stated time.

9. **COMPLIANCE WITH CODES AND RESTRICTIONS** NEI3A agrees to ensure that the fire code will not be exceeded in any space at any time, health codes will be followed, and further agrees to abide by maintaining the facilities as being smoke free.

10. **LANDLORD'S RESPONSIBILITY FOR PREMISES** Landlord shall keep the premises in good repair, including the roof, exterior walls, foundation, sewer, plumbing, heating, wiring, air conditioning, plate glass, windows and window glass, parking area, driveways, sidewalks, exterior decorating, interior decorating, stairs, elevators, pest and rodent free, and common areas.

11. **NEI3A LIABILITY FOR LOSS OR DAMAGE AND INSURANCE** NEI3A assumes liability for loss or damage to Landlord's property that results from use of facilities and agrees to hold Landlord harmless for loss or damage to the persons or property of its employees and guests while on the premises except those caused by Landlord's negligence or failure to maintain the structural premises. NEI3A agrees to obtain and maintain commercial general liability insurance in the amounts of \$1,000,000 each occurrence and \$1,000,000 annual aggregate per location. This

policy shall be endorsed to include the Landlord as an additional insured with regard to the facilities rented.

12. INSURANCE OF PERSONAL PROPERTY Landlord and NEI3A agree to insure their respective real and personal property for the full insurable value. The insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies, the Landlord and Tenant waive all rights of recovery against each other.

13. INDEMNIFICATION: NEI3A will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, due directly to the operations/events/activities and actions of NEI3A. Landlord will protect, defend, and indemnify NEI3A from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, not caused by negligence of operations/activities/events/actions of NEI3A.

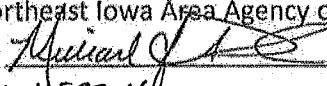
14. GOVERNING LAW This Agreement shall be governed by the law of the State of Iowa.

15. HEADINGS Paragraph headings are for convenience only and shall not be construed as part of the contract terms.

16. ENTIRE AGREEMENT This constitutes the entire agreement between the parties and supersedes any prior written or oral agreement.

17. CERTIFICATION. NEI3A certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. NEI3A hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses arising from or related to any breach of this certification.

Landlord
by _____
Dated _____

Northeast Iowa Area Agency on Aging, Inc.
by  _____
Dated 8-27-24

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE ANNUAL URBAN RENEWAL REPORT OF
THE CITY OF CRESCO, IOWA FOR THE FISCAL YEAR 2023-2024 AND
DIRECTING THE CITY CLERK TO FILE THE REPORT WITH THE STATE OF IOWA
DEPARTMENT OF MANAGEMENT

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

That the Fiscal Year 2023-2024 Annual Urban Renewal Report is approved as presented to the Council.

The City Clerk is directed to forward the above report to the State of Iowa Department of Management in accordance with the instructions therein and certify that the Council approved the report on the day indicated below. The Clerk shall file the City's copy in the files of the Clerk's Office.

This resolution is effective upon its passage and approval in accordance with the law.

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

The following council members voted against the adoption of the foregoing resolution:

PASSED AND APPROVED THIS 16th DAY OF September, 2024.

Mayor Alexander Fortune

ATTEST: _____
City Clerk Nicole Hill

Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Levy Authority Summary

Local Government Name: CRESCO
 Local Government Number: 45G421

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
CRESCO URBAN RENEWAL	45010	12

TIF Debt Outstanding: **0**

TIF Sp. Rev. Fund Cash Balance		Amount of 07-01-2023 Cash Balance
as of 07-01-2023:	0	Restricted for LMI

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	0

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	0

TIF Sp. Rev. Fund Cash Balance		Amount of 06-30-2024 Cash Balance
as of 06-30-2024:	0	Restricted for LMI

Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: **0**

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: CRESCO (45G421)
 Urban Renewal Area: CRESCO URBAN RENEWAL
 UR Area Number: 45010

UR Area Creation Date: 09/2004

This plan is intended to stabilize, revitalize and improve the community through blight removal and by encouraging economic development and providing opportunities for creating a vital, dynamic and competitive commercial development area.

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
VERNON SPRINGS TWP/HOW-WINN SCH/AMEND#3 PROJ. 2004/UR TIF INCR	450079	450080	0
CRESCO CITY/HOW WINN SCH/COMM. AMEND#3 PROJECT 2002/UR TIF INCR	450081	450082	0
CRESCO CITY/HOW WINN SCH/COMM. AMEND #4 PROJECT 2004/UR TIF INCR	450083	450084	0
CRESCO CITY/HOW-WINN SCH/INDUSTRIAL PROJECT 1987/UR TIF INCR	450085	450086	0
CRESCO CITY/HOW-WINN SCH/INDUSTRIAL PROJECT 1993/UR TIF INCR	450087	450088	0
CRESCO CITY/HOW-WINN SCH/BUSINESS PROJECT 1992/UR TIF INCR	450089	450090	0
CRESCO CITY AG/HOW-WINN SCH/BUSINESS PROJECT 1992/UR TIF INCR	450091	450092	0
CRESCO CITY/HOW-WINN SCH/BUSINESS PROJECT 1987/UR TIF INCR	450093	450094	0
CRESCO CITY AG/HOW-WINN SCH/INDUSTRIAL PROJECT 1993/UR TIF INCR	450095	450096	0
CRESCO CITY AG/HOW-WINN SCH/INDUSTRIAL PROJECT 1987/UR TIF INCR	450097	450098	0
CRESCO CITY/HOW-WINN SCH/PLANTPEDDLER PROJECT 2001/UR TIF INCR	450099	450100	0
CRESCO CITY AG/HOW WINN SCH/COMM. AMEND#3 PROJ. 2002/UR TIF INCR	450101	450102	0

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	88,030	2,256,363	30,811,267	11,739,220	0	-5,556	44,889,324	0	44,889,324
Taxable	80,673	1,233,104	23,568,592	9,946,043	0	-5,556	34,822,856	0	34,822,856
Homestead Credits									9

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023:

0 0

Amount of 07-01-2023 Cash Balance Restricted for LMI

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 0

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:	0	0	Amount of 06-30-2024 Cash Balance Restricted for LMI
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Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	CRESCO (45G421)		
Urban Renewal Area:	CRESCO URBAN RENEWAL (45010)		
TIF Taxing District Name:	VERNON SPRINGS TWP/HOW-WINN SCH/AMEND#3 PROJ. 2004/UR TIF INCR		
TIF Taxing District Inc. Number:	450080		
TIF Taxing District Base Year:	2004		
FY TIF Revenue First Received:	2007		UR Designation
Subject to a Statutory end date?	Yes	Slum	No
Fiscal year this TIF Taxing District		Blighted	09/2004
statutorily ends:	2026	Economic Development	09/2004

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	33,830	0	0	0	33,830	0	33,830
Taxable	0	0	18,489	0	0	0	18,489	0	18,489
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	27,810	6,020	0	6,020	148

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	CRESCO (45G421)		
Urban Renewal Area:	CRESCO URBAN RENEWAL (45010)		
TIF Taxing District Name:	CRESCO CITY/HOW WINN SCH/COMM. AMEND#3 PROJECT 2002/UR TIF INCR		
TIF Taxing District Inc. Number:	450082		
TIF Taxing District Base Year:	2002		
FY TIF Revenue First Received:	2005		UR Designation
Subject to a Statutory end date?	Yes	Slum	No
Fiscal year this TIF Taxing District		Blighted	10/2002
statutorily ends:	2024	Economic Development	10/2002

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	6,790	254,780	683,250	0	0	944,820	0	944,820
Taxable	0	3,711	160,412	561,900	0	0	726,023	0	726,023
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	573,740	371,080	0	371,080	12,714

FY 2024 TIF Revenue Received: 0

Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	CRESCO (45G421)		
Urban Renewal Area:	CRESCO URBAN RENEWAL (45010)		
TIF Taxing District Name:	CRESCO CITY/HOW WINN SCH/COMM. AMEND #4 PROJECT 2004/UR TIF INCR		
TIF Taxing District Inc. Number:	450084		
TIF Taxing District Base Year:	2004		
FY TIF Revenue First Received:	2007		UR Designation
Subject to a Statutory end date?	Yes	Slum	No
Fiscal year this TIF Taxing District		Blighted	09/2004
statutorily ends:	2026	Economic Development	09/2004

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	717,766	1,956,714	724,230	0	-5,556	3,393,154	0	3,393,154
Taxable	0	392,259	1,311,081	492,731	0	-5,556	2,190,515	0	2,190,515
Homestead Credits									4

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	2,144,060	1,254,650	0	1,254,650	42,989

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	CRESCO (45G421)		
Urban Renewal Area:	CRESCO URBAN RENEWAL (45010)		
TIF Taxing District Name:	CRESCO CITY/HOW-WINN SCH/INDUSTRIAL PROJECT 1987/UR TIF INCR		
TIF Taxing District Inc. Number:	450086		
TIF Taxing District Base Year:	1987		
FY TIF Revenue First Received:	1990		UR Designation
Subject to a Statutory end date?	No	Slum	No
		Blighted	12/1987
		Economic Development	12/1987

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	7,261,290	0	0	7,261,290	0	7,261,290
Taxable	0	0	0	6,299,118	0	0	6,299,118	0	6,299,118
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	3,775,425	3,485,865	0	3,485,865	119,438

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	CRESCO (45G421)		
Urban Renewal Area:	CRESCO URBAN RENEWAL (45010)		
TIF Taxing District Name:	CRESCO CITY/HOW-WINN SCH/INDUSTRIAL PROJECT 1993/UR TIF INCR		
TIF Taxing District Inc. Number:	450088		
TIF Taxing District Base Year:	1993	Slum	UR Designation No
FY TIF Revenue First Received:	1996	Blighted	08/1994
Subject to a Statutory end date?	No	Economic Development	08/1994

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	8,930	2,323,300	0	0	2,332,230	0	2,332,230
Taxable	0	0	4,880	2,008,866	0	0	2,013,746	0	2,013,746
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	47,620	2,013,746	0	2,013,746	68,998

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	CRESCO (45G421)		
Urban Renewal Area:	CRESCO URBAN RENEWAL (45010)		
TIF Taxing District Name:	CRESCO CITY/HOW-WINN SCH/BUSINESS PROJECT 1992/UR TIF INCR		
TIF Taxing District Inc. Number:	450090		
TIF Taxing District Base Year:	1992	Slum	UR Designation No
FY TIF Revenue First Received:	1995	Blighted	10/1992
Subject to a Statutory end date?	No	Economic Development	10/1992

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	517,870	7,295,770	645,360	0	0	8,459,000	0	8,459,000
Taxable	0	283,016	5,730,464	527,799	0	0	6,541,279	0	6,541,279
Homestead Credits									2

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	2,170,920	6,288,080	0	6,288,080	215,451

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	CRESCO (45G421)		
Urban Renewal Area:	CRESCO URBAN RENEWAL (45010)		
TIF Taxing District Name:	CRESCO CITY AG/HOW-WINN SCH/BUSINESS PROJECT 1992/UR TIF INCR		
TIF Taxing District Inc. Number:	450092		
TIF Taxing District Base Year:	1992		UR Designation
FY TIF Revenue First Received:	1995	Slum	No
Subject to a Statutory end date?	No	Blighted	10/1992
		Economic Development	10/1992

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	9,890	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	CRESCO (45G421)		
Urban Renewal Area:	CRESCO URBAN RENEWAL (45010)		
TIF Taxing District Name:	CRESCO CITY/HOW-WINN SCH/BUSINESS PROJECT 1987/UR TIF INCR		
TIF Taxing District Inc. Number:	450094		
TIF Taxing District Base Year:	1987		UR Designation
FY TIF Revenue First Received:	1990		No
Subject to a Statutory end date?	No		12/1987
			Economic Development
			12/1987

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,013,937	17,478,833	101,790	0	0	18,594,560	0	18,594,560
Taxable	0	554,118	12,992,122	55,629	0	0	13,601,869	0	13,601,869
Homestead Credits									3

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	5,060,305	13,534,255	0	13,534,255	463,730

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	CRESCO (45G421)		
Urban Renewal Area:	CRESCO URBAN RENEWAL (45010)		
TIF Taxing District Name:	CRESCO CITY AG/HOW-WINN SCH/INDUSTRIAL PROJECT 1993/UR TIF INCR		
TIF Taxing District Inc. Number:	450096		
TIF Taxing District Base Year:	1993	Slum	UR Designation No
FY TIF Revenue First Received:	1996	Blighted	08/1994
Subject to a Statutory end date?	No	Economic Development	08/1994

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	41,330	0	0	0	0	0	41,330	0	41,330
Taxable	37,876	0	0	0	0	0	37,876	0	37,876
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	31,700	9,630	0	9,630	223

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	CRESCO (45G421)		
Urban Renewal Area:	CRESCO URBAN RENEWAL (45010)		
TIF Taxing District Name:	CRESCO CITY AG/HOW-WINN SCH/INDUSTRIAL PROJECT 1987/UR TIF INCR		
TIF Taxing District Inc. Number:	450098		
TIF Taxing District Base Year:	1987	Slum	UR Designation No
FY TIF Revenue First Received:	1990	Blighted	12/1987
Subject to a Statutory end date?	No	Economic Development	12/1987

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	6,830	0	0	0	0	0	6,830	0	6,830
Taxable	6,259	0	0	0	0	0	6,259	0	6,259
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	5,980	850	0	850	20

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	CRESKO (45G421)		
Urban Renewal Area:	CRESKO URBAN RENEWAL (45010)		
TIF Taxing District Name:	CRESKO CITY/HOW-WINN SCH/PLANTPEDDLER PROJECT 2001/UR TIF INCR		
TIF Taxing District Inc. Number:	450100		
TIF Taxing District Base Year:	2001		
FY TIF Revenue First Received:	2005		UR Designation
Subject to a Statutory end date?	Yes	Slum	No
Fiscal year this TIF Taxing District		Blighted	10/2002
statutorily ends:	2023	Economic Development	10/2002

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	3,782,410	0	0	0	3,782,410	0	3,782,410
Taxable	0	0	3,351,144	0	0	0	3,351,144	0	3,351,144
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	4,090	3,351,144	0	3,351,144	114,822

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	CRESKO (45G421)		
Urban Renewal Area:	CRESKO URBAN RENEWAL (45010)		
TIF Taxing District Name:	CRESKO CITY AG/HOW WINN SCH/COMM. AMEND#3 PROJ. 2002/UR TIF INCR		
TIF Taxing District Inc. Number:	450102		
TIF Taxing District Base Year:	2002		
FY TIF Revenue First Received:	2005		UR Designation
Subject to a Statutory end date?	Yes	Slum	No
Fiscal year this TIF Taxing District		Blighted	10/2002
statutorily ends:	2024	Economic Development	10/2002

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	39,870	0	0	0	0	0	39,870	0	39,870
Taxable	36,538	0	0	0	0	0	36,538	0	36,538
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	32,680	7,190	0	7,190	166

FY 2024 TIF Revenue Received: 0

CHAPTER 69

PARKING REGULATIONS

69.01 Parking Limited or Controlled

69.02 Park Adjacent to Curb

69.03 Park Adjacent to Curb – One-Way Street

69.04 Angle Parking

69.05 Angle Parking – Manner

69.06 Parking for Certain Purposes Illegal

69.07 Parking Prohibited

69.08 Persons With Disabilities Parking

69.09 Truck Parking Limited

69.10 Snow Removal

69.11 Controlled Access Facilities

69.01 PARKING LIMITED OR CONTROLLED. Parking of vehicles shall be controlled or limited where so indicated by designated traffic control devices in accordance with Chapter 61 of this Traffic Code. No person shall stop, park or stand a vehicle in violation of any such posted parking regulations unless in compliance with the directions of a peace officer.

69.02 PARK ADJACENT TO CURB. No person shall stand or park a vehicle in a roadway other than parallel with the edge of the roadway headed in the direction of lawful traffic movement and with the right-hand wheels of the vehicle within eighteen (18) inches of the curb or edge of the roadway except as hereinafter provided in the case of angle parking and vehicles parked on the left-hand side of one-way streets.

(Code of Iowa, Sec. 321.361)

69.03 PARK ADJACENT TO CURB – ONE-WAY STREET. No person shall stand or park a vehicle on the left-hand side of a one-way street other than parallel with the edge of the roadway headed in the direction of lawful traffic movement and with the left-hand wheels of the vehicle within eighteen (18) inches of the curb or edge of the roadway except as hereinafter provided in the case of angle parking.

(Code of Iowa, Sec. 321.361)

69.04 ANGLE PARKING. Angle or diagonal parking is permitted only in the following locations:

(Code of Iowa, Sec. 321.361)

1. 3rd Avenue West, on the south side of the 200 block.
2. Pine Place, on the east side of the 200 block.
3. 1st Avenue West, on the south side of the 200 block.

69.05 ANGLE PARKING – MANNER. Upon those streets or portions of streets which have been signed or marked for angle parking, no person shall park or stand a vehicle other than at an angle to the curb or edge of the roadway or in the center of the roadway as indicated by such signs and markings. No part of any vehicle or the load thereon, when said vehicle is parked within a diagonal parking district, shall extend into the roadway more than a distance of sixteen (16) feet when measured at right angles to the adjacent curb or edge of roadway.

(Code of Iowa, Sec. 321.361)

69.06 PARKING FOR CERTAIN PURPOSES ILLEGAL. No person shall park a vehicle upon public property for more than 24 hours, unless otherwise limited under the provisions of Section 69.01 of this chapter, or for any of the following principal purposes:

(Code of Iowa, Sec. 321.236 [1])

1. Sale. Displaying such vehicle for sale.
2. Repairing. For lubricating, repairing or for commercial washing of such vehicle except such repairs as are necessitated by an emergency.
3. Advertising. Displaying advertising.
4. Merchandise Sales. Selling merchandise from such vehicle except in a duly established market place or when so authorized or licensed under the Code of Ordinances.

69.07 PARKING PROHIBITED. No one shall stop, stand or park a vehicle except when necessary to avoid conflict with other traffic or in compliance with the directions of a peace officer or traffic control device, in any of the following places:

1. Crosswalk. On a crosswalk.
(Code of Iowa, Sec. 321.358 [5])
2. Center Parkway. On the center parkway or dividing area of any divided street.
(Code of Iowa, Sec. 321.236 [1])
3. Mailboxes. Within twenty (20) feet on either side of a mailbox which is so placed and so equipped as to permit the depositing of mail from vehicles on the roadway.
(Code of Iowa, Sec. 321.236 [1])
4. Sidewalks. On or across a sidewalk.
(Code of Iowa, Sec. 321.358 [1])
5. Driveway. In front of a public or private driveway.
(Code of Iowa, Sec. 321.358 [2])
6. Intersection. Within an intersection or within ten (10) feet of an intersection of any street or alley.
(Code of Iowa, Sec. 321.358[3])
7. Fire Hydrant. Within five (5) feet of a fire hydrant.
(Code of Iowa, Sec. 321.358 [4])
8. Stop Sign or Signal. Within ten (10) feet upon the approach to any flashing beacon, stop or yield sign, or traffic control signal located at the side of a roadway.
(Code of Iowa, Sec. 321.358 [6])
9. Railroad Crossing. Within fifty (50) feet of the nearest rail of a railroad crossing, except when parked parallel with such rail and not exhibiting a red light.
(Code of Iowa, Sec. 321.358 [8])
10. Fire Station. Within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five (75) feet of said entrance when properly sign posted.
(Code of Iowa, Sec. 321.358 [9])

11. Excavations. Alongside or opposite any street excavation or obstruction when such stopping, standing or parking would obstruct traffic.

(Code of Iowa, Sec. 321.358 [10])

12. Double Parking. On the roadway side of any vehicle stopped or parked at the edge or curb of a street.

(Code of Iowa, Sec. 321.358 [11])

13. Hazardous Locations. When, because of restricted visibility or when standing or parked vehicles would constitute a hazard to moving traffic, or when other traffic conditions require, the Council may cause curbs to be painted with a yellow color and erect no parking or standing signs.

(Code of Iowa, Sec. 321.358 [13])

14. Churches, Nursing Homes and Other Buildings. A space of fifty (50) feet is hereby reserved at the side of the street in front of any theatre, auditorium, hotel having more than twenty-five (25) sleeping rooms, hospital, nursing home, taxicab stand, bus depot, church, or other building where large assemblages of people are being held, within which space, when clearly marked as such, no motor vehicle shall be left standing, parked or stopped except in taking on or discharging passengers or freight, and then only for such length of time as is necessary for such purpose.

(Code of Iowa, Sec. 321.360)

15. Alleys. No person shall park a vehicle within an alley in such a manner or under such conditions as to leave available less than ten (10) feet of the width of the roadway for the free movement of vehicular traffic, and no person shall stop, stand or park a vehicle within an alley in such a position as to block the driveway entrance to any abutting property. The provisions of this subsection shall not apply to a vehicle parked in any alley which is eighteen (18) feet wide or less; provided said vehicle is parked to deliver goods or services.

(Code of Iowa, Sec. 321.236[1])

16. Ramps. In front of a curb cut or ramp which is located on public or private property in a manner which blocks access to the curb cut or ramp.

(Code of Iowa, Sec. 321.358[15])

17. Boulevard Parking. No person shall park a motor vehicle, recreational vehicle, camper, trailer, or any other vehicle or equipment upon the boulevard in any district for more than 48 consecutive hours. "Boulevard" includes that area traditionally recognized as a boulevard area located between a sidewalk and a street and also includes the area located between the lot line and the curb line, whether there are curbs installed or not and whether there are sidewalks installed or not. This subsection shall not apply to any bona fide automobile seller or dealer licensed to sell automobiles in the City.

18. In More Than One Space. In any designated parking space so that any part of the vehicle occupies more than one such space or protrudes beyond the markings designating such space.

69.08 PERSONS WITH DISABILITIES PARKING. The following regulations shall apply to the establishment and use of persons with disabilities parking spaces:

1. Establishment. Persons with disabilities parking spaces shall be established and designated in accordance with Chapter 321L of the *Code of Iowa* and Iowa

Administrative Code, 661-18. No unauthorized person shall establish any on-street persons with disabilities parking space without first obtaining Council approval.

2. Improper Use. The following uses of a persons with disabilities parking space, located on either public or private property, constitute improper use of a persons with disabilities parking permit, which is a violation of this Code of Ordinances:

(Code of Iowa, Sec. 321L.4[2])

A. Use by an operator of a vehicle not displaying a persons with disabilities parking permit;

B. Use by an operator of a vehicle displaying a persons with disabilities parking permit but not being used by a person issued a permit or being transported in accordance with Section 321L.2[1b] of the *Code of Iowa*;

C. Use by a vehicle in violation of the rules adopted under Section 321L.8 of the *Code of Iowa*.

3. Wheelchair Parking Cones. No person shall use or interfere with a wheelchair parking cone in violation of the following:

A. A person issued a persons with disabilities parking permit must comply with the requirements of Section 321L.2A (1) of the *Code of Iowa* when utilizing a wheelchair parking cone.

B. A person shall not interfere with a wheelchair parking cone which is properly placed under the provisions of Section 321L.2A (1) of the *Code of Iowa*.

69.09 TRUCK PARKING LIMITED. No person shall park a motor truck, semi-trailer, or other motor vehicle with trailer attached in violation of the following regulations. The provisions of this section shall not apply to pickup, light delivery or panel delivery trucks.

(Code of Iowa, Sec. 321.236 [1])

1. Business District. Excepting only when such vehicles are actually engaged in the delivery or receiving of merchandise or cargo, no person shall park or leave unattended such vehicle on any streets within the Business District. When actually receiving or delivering merchandise or cargo such vehicle shall be stopped or parked in a manner which will not interfere with other traffic.

2. Residential District. No person shall park a semi-trailer on any street within a residential district in the City for longer than twenty-four (24) hours.

3. Noise. No such vehicle shall be left standing or parked upon any street, alley, public or private parking lot, or driveway of any service station between the hours of 9:00 p.m. and 6:00 a.m. with the engine, auxiliary engine, air compressor, refrigerating equipment or other device in operation giving off audible sounds excepting only the driveway of a service station when actually being serviced, and then in no event for more than thirty (30) minutes.

4. Livestock. No such vehicle containing livestock shall be parked on any street, alley or highway for a period of time of more than thirty (30) minutes.

69.10 SNOW REMOVAL. On odd number calendar days beginning at 5:00 p.m., parking is allowed only on the odd numbered side of the street (east side) or avenue (south side) until 5:00 p.m. of the next day. On even number calendar days beginning at 5:00 p.m., parking is

allowed only on the even numbered side of the street (west side) or avenue (north side) until 5:00 p.m. of the next day. This parking regulation is enforced whether it snows or does not snow during the period beginning November 15 through April 15.

69.11 CONTROLLED ACCESS FACILITIES. Parking restrictions on controlled access facilities are as specified in Chapter 140 of this Code of Ordinances.

CHAPTER 81

RECREATIONAL VEHICLES

81.01 Purpose
81.02 Definitions
81.03 Permitted Uses

81.04 Tents
81.05 Exception for Extended Habitation
81.06 Violations A Municipal Infraction

81.01 PURPOSE. The purpose of this chapter is to regulate the use of recreational vehicles in the City of Cresco for the protection of the public convenience, health, safety, and welfare.

81.02 DEFINITIONS. For use in this chapter the following terms are defined:

1. "Recreational vehicle" shall mean a vehicle or structure so designed and constructed in such a manner as will permit occupancy thereof as sleeping quarters for one or more persons, or the conduct of any business or profession, occupation, or trade.
2. A recreational vehicle may be towed or self-propelled on its own chassis or attached to the chassis of another vehicle and designed or used for occupancy, recreational, or sporting purposes.
3. Recreational vehicles shall include, but shall not be limited to, travel trailers, pick-up campers, camping trailers, mobile homes, motor coach homes, converted trucks and buses, and boats and boat trailers.

81.03 PERMITTED USES.

1. Recreational vehicles shall be used for vacation or recreation purposes and not used as a place of human habitation for more than seven (7) days in any three (3) month period within the City, unless in a designated public campground(s) where other rules and regulations may govern the use these properties.
2. Recreational vehicles for purposes of permanent habitation shall not be allowed anywhere in the City.
3. The parking of a mobile home shall not be allowed in any district, except in an approved mobile home park.
4. Recreational vehicles shall not be allowed to be parked upon the boulevard or front yard for more than forty-eight (48) consecutive hours.
5. Recreational vehicles, small utility or boat trailers, with or without a boat, may be stored in a rear yard, provided that no living quarters shall be maintained or any business conducted in connection therewith while such trailer is parked or stored.

81.04 TENTS.

1. Recreational overnight tent camping, not for a fee or other payment, in privately owned yards, lots, or other tracts of land with the City of Cresco is limited to a maximum of two tents.
2. Tents shall be used for vacation or recreational purposes and not used as a place of human habitation for more than seven (7) days in any three (3) month period.

3. Tent camping for purposes of permanent human habitation shall not be allowed.

81.05 EXCEPTION FOR EXTENDED HABITATION. The City Council by resolution may extend the seven (7) days in any three (3) month period human habitation limits imposed on recreational vehicles and tents as enumerated in Sections 81.03 and 81.04 of this Code of Ordinances for extenuating circumstances. Extenuating circumstances may be, but not limited to, the constructing of a new home, or the repair and rehabilitation of an existing dwelling in the City; whereby the person or persons of a dwelling unit in the City cannot inhabit it for a period of time until construction, repairs or rehabilitation is completed.

81.06 VIOLATIONS A MUNICIPAL INFRACTION. A violation of the provisions of this chapter may also be considered a municipal infraction, as provided in *Code of Iowa* Section 364.22. If a municipal infraction citation is served, the procedures for enforcement of the civil offense shall be governed by Chapter 4 of this Code of Ordinances.

(Ch. 81 – Ord. 501 – May 23 Supp.)

[The next page is 425]

**SECTION 00 50 00
CONTRACT**

This contract, made as of the 6th day of August 2024, by and between the CITY OF CRESCO, IOWA, Iowa, hereinafter called the Owner, and Blazek Corporation hereinafter called the Contractor.

WITNESSETH:

That whereas the Owner intends to have constructed CRESCO WASTEWATER TREATMENT PLANT AGE RELATED EQUIPMENT REPLACEMENT hereinafter called the Project, in accordance with the Plans, Specifications, Addenda and other Contract Documents prepared by WHKS & Co., Consulting Engineers and Planners, Mason City, Iowa.

Now, therefore, the Owner and Contractor for the considerations hereinafter set forth, agree as follows:

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in an acceptable manner all work required for the construction of the Project, in strict compliance with the Contract Documents.

The Owner agrees to pay and the Contractor agrees to accept, in full payment for the performance of this contract, the contract amount of: One Million Five Hundred Eighty Five Dollars and 00/100 (\$1,585,000.00) in accordance with the provisions of the Contract Documents.

This Contract and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and the Contractor respectively and his/her partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

IN WITNESS WHEREOF, the parties have made and executed this contract the day and year first written.

Blazek Corporation

Contractor

Cecilia Blazek

By

Lawler

IA

City

State

CITY OF CRESCO, IOWA

Owner

ATTEST:

Mayor

City Clerk

Cresco

IA

City

State

END OF SECTION

SECTION 00 50 01
PERFORMANCE AND MAINTENANCE BOND

BONA # 101258303

KNOWN BY ALL THESE PRESENTS, That we, the undersigned

Blazek Corporation
(Hereinafter called the "Principal")

of 2005 Union Ave, Lawler, IA 52154

a/an Corporation

duly authorized by the law to do business as a Construction Contractor in the State of Iowa and Merchants Bonding Company of Iowa (hereinafter called the "Surety") a Corporation duly authorized to do a Surety business under the laws of the State of Iowa, are held and firmly bound unto City of Cresco, Iowa (hereinafter called the "Obligee,") in the penal sum One Million Five Hundred Eighty Five Dollars and 00/100 (\$1,585,000.00), lawful money of the United States, for the payment of which well and truly to be made unto said Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that, whereas on the 6th day of August 2024, the said Principal entered into a written agreement with said Obligee for the construction of CRESCO WASTEWATER TREATMENT PLANT AGE RELATED EQUIPMENT REPLACEMENT as set forth in detail in the Bid Announcement, Proposal, Plans, Specifications, and other related contract documents referred to in said Agreement, all of which are hereby made a part hereof as if written herein at length.

NOW, THEREFORE, if the said Principal shall well and truly perform and complete said project in strict accordance with said agreement, Bid Announcement, Proposal, Plans, Specifications, and related documents shall comply with all the requirements of the Laws of the State of Iowa, shall pay as they become due all just claims for work or requirements performed and materials furnished in connection with said Agreement, and shall defend, indemnify and save harmless said Obligee, against any and all liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind, including patent infringement claims arising out of or in relation to the performance of said work and the provisions of said Agreement, and shall guarantee the work against defects in workmanship and material during the construction and for two (2) years after the time of acceptance of the work, and make good such guarantee; then these presents shall be void; otherwise they shall remain in full force and effect.

This obligation is made for the use of said Obligee and also for use and benefit of all persons who may perform any work or labor or furnish any material in the execution of said Agreement.

The Principal and Sureties on this bond hereby agree to pay to all persons, firms, or corporations having contracts directly with the principal or with subcontractors all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given when the same are not satisfied out of the portion of the contract price which the public corporation retains until completion of the public improvement but the Principal and Sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

- A. To the extension of time to the Contractor in which to perform the contract.
- B. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall be released only as to such excess increase.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hereof as of the 6th day of August 2024.

(SEAL)

ATTEST: Rebecca Sabelka Blazek Corporation _____
Principal
By: Gene Blazek
Gene Blazek
Title: President

(SEAL)

ATTEST: _____ Merchants Bonding Company _____
Surety
By: Teresa Corcoran
Teresa Corcoran (Attorney-in-Fact)

END OF SECTION

SECTION 00 50 02
PAYMENT BOND

KNOWN BY ALL THESE PRESENTS, That we, the undersigned

Blazek Corporation
(Hereinafter called the "Principal")

of 2005 Union Ave, Lawler, IA 52154

a/an Corporation

duly authorized by the law to do business as a Construction Contractor in the State of Iowa and Merchants Bonding Company of Iowa (hereinafter called the "Surety") a Corporation duly authorized to do a Surety business under the laws of the State of Iowa, are held and firmly bound unto the City of Cresco, Iowa (hereinafter called the "Obligee,") in the penal sum of One Million Five Hundred Eighty Five Dollars and 00/100 (\$1,585,000.00) lawful money of the United States, for the payment of which well and truly to be made unto said Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that, whereas on the 6th day of August 2024, the said Principal entered into a written agreement with said Obligee for the construction of the CRESCO WASTEWATER TREATMENT PLANT AGE RELATED EQUIPMENT REPLACEMENT items as set forth in detail in the Bid Announcement, Proposal, Plans, Specifications, and other related contract documents referred to in said Agreement, all of which are hereby made a part hereof as if written herein at length.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Michael J Corcoran; Teresa Corcoran

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024

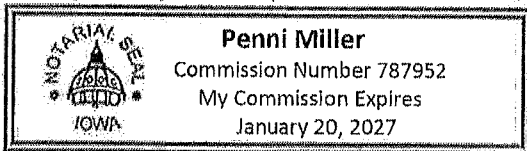
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY



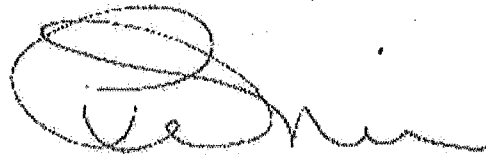
By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)


Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of August, 2024




Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Central Financial Group LC 5700 Merle Hay Rd P.O. Box 1447 Johnston IA 50131	CONTACT NAME: Urbandale PHONE (A/C, No, Ext): (515) 457-3157 FAX (A/C, No): (515) 457-1223 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: United Fire & Casualty NAIC # 13021 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED BLAZEK CORPORATION BLAZEK SAND & GRAVEL INC BLAZEK 2005 UNION AVE LAWLER IA 52154-9732	

COVERAGES CERTIFICATE NUMBER: CL2482618481 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	60528630	01/18/2024	01/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 XLEAD \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	60528630	01/18/2024	01/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 500,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE DED RETENTION \$	Y	Y	60528630	01/18/2024	01/18/2025	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	30304491	01/18/2024	01/18/2025	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Cresco Iowa (Owner) and WHKS (Engineers) and their officers, agents and employees are additional insured's

Additional insureds when agreed in written contract, subject to policy terms, conditions and exclusions. Umbrella follows form.

Cresco Wastewater Treatment Plant

CERTIFICATE HOLDER

CANCELLATION

City of Cresco

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jan. Lunde

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE CRESCO WASTEWATER TREATMENT PLANT AGE RELATED EQUIPMENT REPLACEMENT", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE CRESCO WASTEWATER TREATMENT
PLANT AGE RELATED EQUIPMENT REPLACEMENT

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the Cresco Wastewater Treatment Plant Age Related Equipment Replacement, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Blazek Corporation of Lawler, Iowa

Amount of bid: \$1,585,000.00

Bond surety: Merchants Bonding Company

Date of bond: August 6, 2024

Portion of project: All construction work

PASSED AND APPROVED this 16th day of September, 2024.

Mayor Alexander Fortune

ATTEST:

City Clerk Nicole Hill