

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AND BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE 2024 AMENDMENT TO THE URBAN RENEWAL PLAN FOR THE CRESCO URBAN RENEWAL 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 (collectively, the "Plan" or "Urban Renewal Plan"), and in doing so consolidated the Commercial Urban Renewal Area and the Industrial Parks Urban Renewal Area, and renamed the consolidated area the Cresco Urban Renewal Area (the "Area" or "Urban Renewal Area"), which Plan is on file in the office of the Recorder of Howard County; and

WHEREAS, City staff has caused there to be prepared a form of 2024 Amendment to the Plan ("2024 Amendment" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to remove land from the Urban Renewal Area, add right of way to connect the remaining portions of the Area, and update the description of the Plan's Effective Period; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

WHEREAS, this proposed Amendment removes land from the Urban Renewal Area and adds land to the Urban Renewal Area, as follows:

**Property to be Removed from Commercial Urban Renewal Area  
Amendment No. 3 Area and Commercial Urban Renewal Area Amendment  
No. 4 Area**

**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

**Property to be Added to Cresco Urban Renewal Area**

The full ROW of 7<sup>th</sup> Street West from Stock Avenue to 6<sup>th</sup> Avenue West; and

WHEREAS, by resolution adopted on August 19, 2024, this Council also set a public hearing on the adoption of the proposed Amendment for this meeting of the Council, and due and proper notice of the public hearing was mailed to the affected taxing entities and timely published in the Times Plain Dealer, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in the Amendment concerning the area of the City of Cresco, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and the Amendment conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency,

safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be an economic development and blighted area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That the 2024 Amendment to the Urban Renewal Plan for the Cresco Urban Renewal Area of the City of Cresco, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as the "2024 Amendment to the Urban Renewal Plan for the Cresco Urban Renewal Area for the City of Cresco, State of Iowa"; the Amendment, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of the Amendment with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the Amendment shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Howard County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of the Amendment, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 4<sup>th</sup> day of September, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

*Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.*

**2024 Amendment to the Urban Renewal Plan  
for the  
Cresco Urban Renewal Area  
City of Cresco, Iowa**

Exhibit 1

**INTRODUCTION**

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 (collectively, the "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. The Plan for the Area is being further amended by this 2024 Amendment ("2024 Amendment" or "Amendment") to remove land from the Urban Renewal Area, add right of way to connect the remaining portions of the Area, and update the Effective Period.

Except as modified by this Amendment, the provisions of the Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsection of the Plan not mentioned in this Amendment shall continue to apply to the Plan, as previously amended.

**DESCRIPTION OF THE AMENDMENT AREA**

The legal description of the property being removed from the Cresco Urban Renewal Area by this Amendment is attached hereto as Exhibit A. The legal description of the right of way being added to the Area by this Amendment is attached hereto as Exhibit B. The remaining Area, as amended, is depicted in Exhibit C.

**DEVELOPMENT PLAN/ZONING**

The City of Cresco has a general plan for the physical development of the City as a whole outlined in the 2012 Comprehensive Plan adopted on November 5, 2012. The Plan, as amended hereby, is in conformity with the Comprehensive Plan.

The Plan, as amended, does not in any way replace or modify the City's current land use planning or zoning regulation process.

Except as otherwise provided herein, the City has not determined a current need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area, as amended.

**FINANCIAL INFORMATION**

1.	July 1, 2024 constitutional debt limit:	\$13,718,381.10
2.	Current outstanding general obligation debt:	\$5,995,000
3.	No projects are being added by this Amendment.	

### **EFFECTIVE PERIOD**

This Amendment will become effective upon its adoption by the City Council and will remain in effect until it is repealed by the City Council. Notwithstanding anything to the contrary in the Plan, any prior amendment, resolution, or document, the Plan, as amended, shall remain in effect until terminated by the City Council.

With the adoption of this Amendment, any property added to the Area after 1994 is removed. The property remaining in the Area was included in the Area prior to 1995 and was previously described as blighted. Because Iowa Code section 403.17(10) provides that the 20-year limitation on the division of revenue applies only to economic development areas with no part containing slum or blighted conditions, and because the Area contains parts that are blighted, the Area is not subject to the 20-year limitation on the division of revenue set forth in section 403.17(10). In addition, because the original plans and amendments adding the property remaining in the Area were adopted before the effective date (January 1, 1995) of the Iowa Code Section 403.17 requirement that the division of revenue be limited to twenty years in areas that are established on the basis of an economic development finding, the division of revenue in the remaining Area has no expiration date or sunset. As such, notwithstanding anything to the contrary in any prior plan, amendment, or resolution, the use of incremental property tax revenues, or the "division of revenue", as those words are used in Chapter 403 of the *Code of Iowa*, will be consistent with Chapter 403 of the Iowa Code and currently does not have a termination date.

### **REPEALER AND SEVERABILITY CLAUSE**

Any parts of the previous plan, as previously amended, in conflict with this Amendment are hereby repealed.

If any part of this Amendment or the Plan, as previously amended, is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the Amendment or the Plan as a whole, or any part of the Amendment or the Plan not determined to be invalid or unconstitutional.

## EXHIBIT A

### Land REMOVED from Cresco Urban Renewal Area by the 2024 Amendment

#### 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  
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Parcel # 110-22-08-34-070-000  
Parcel # 320-21-00-00-010-000  
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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



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Parcel # 320-50-00-04-070-000  
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Parcel # 320-50-00-04-090-000  
Parcel # 324-59-22-00-010-000

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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

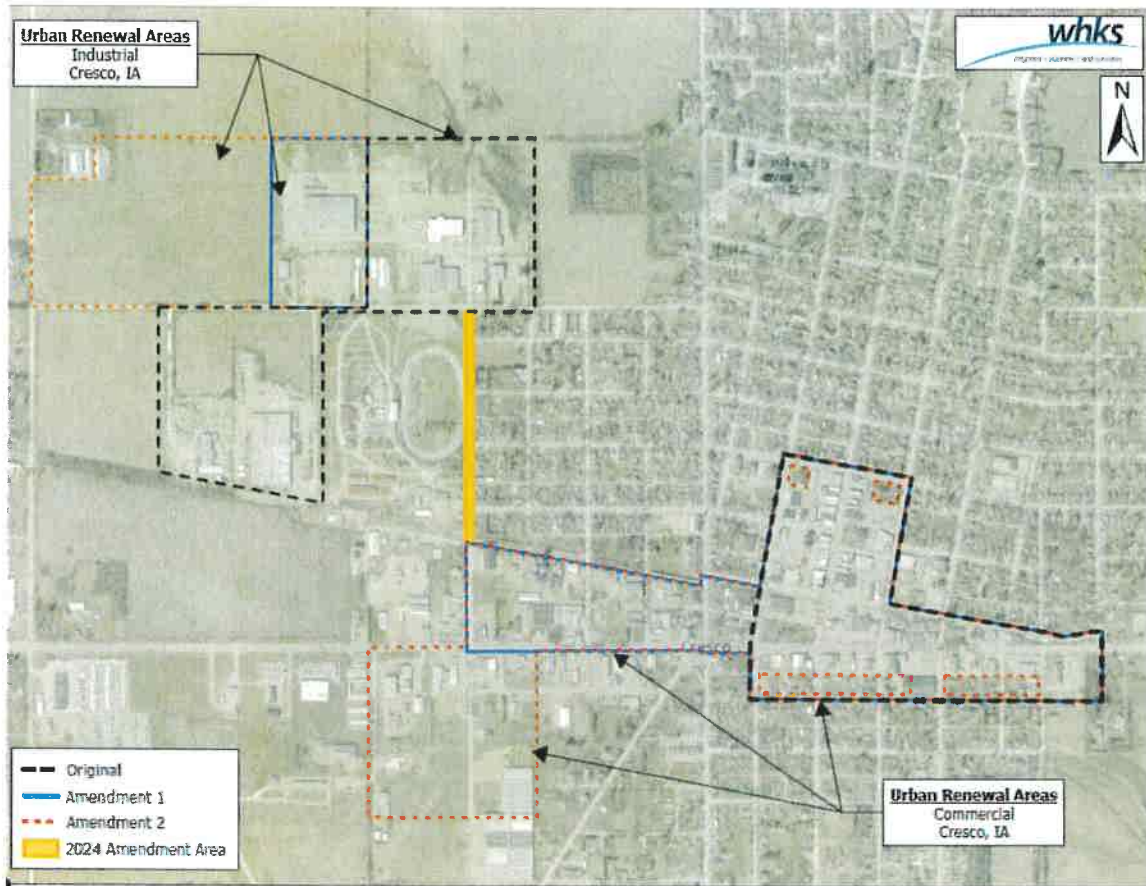
## **EXHIBIT B**

### **ROW to be ADDED to Cresco Urban Renewal Area by the 2024 Amendment**

The full ROW of 7<sup>th</sup> Street West from Stock Avenue to 6<sup>th</sup> Avenue West.

# EXHIBIT C

## Map of Cresco Urban Renewal Area, As Amended by the 2024 Amendment



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 7<sup>TH</sup> 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](http://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 \_\_\_\_\_ 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  
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AND

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

Read Third Time: \_\_\_\_\_, 2024

PASSED AND APPROVED: \_\_\_\_\_, 2024.

I, \_\_\_\_\_, City Clerk of the City of Cresco, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. \_\_\_\_\_ passed and approved by the City Council of the City at a meeting held \_\_\_\_\_, 2024, signed by the Mayor on \_\_\_\_\_, 2024, and published in the Times Plain Dealer on \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk, City of Cresco, State of Iowa

(SEAL)

02272712-1\10349-108



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

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO  
AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH WHKS & CO.  
FOR THE CRESCO WASTEWATER TREATMENT PLANT (WWTP) – AGE  
RELATED EQUIPMENT REPLACEMENT

The City Council of the City of Cresco met in regular session on September 4, 2024 at 5:30 P.M. Council Member \_\_\_\_\_ moved the adoption of the foregoing Resolution Authorizing the Mayor to enter into an AMENDED PROFESSIONAL SERVICES AGREEMENT with WHKS & Co. for professional services relating to the project described as the Age Related Equipment Replacement. 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 amended agreement dated \_\_\_\_\_, between the City of Cresco and WHKS & Co. 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 Pro Tem Amy Bouska

ATTEST: \_\_\_\_\_  
City Clerk Nicole Hill

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT**

WHEREAS, **City of Cresco** (Client) and WHKS & Co. (WHKS) executed a Professional Services Agreement dated **November 6<sup>th</sup>, 2023** for certain engineering services for **Cresco Wastewater Treatment Plant Age Related Equipment Replacement** (Project), and

WHEREAS, the Agreement described a scope of services and was based on completion of certain services, and

WHEREAS, the Client has requested **Construction Phase Engineering** services for the **Cresco Wastewater Treatment Plant Age Related Equipment Replacement** as described in more detail in attached Exhibit A, and

NOW THEREFORE, the Client and WHKS hereby agree the amended compensation for services shall be increased by the following:

**Basis of Compensation**

For the services described above, the Client shall remunerate WHKS as follows:

**Items 6-7 - Billed Hourly with an Estimated Fee of \$97,700.00. Fee based on standard WHKS rates. Expenses billed at actual cost and mileage at the current published IRS rate per mile. External expenses include an administrative charge of 10 percent.**

Executed this \_\_\_\_\_ day of September, 2024

**City of Cresco, Iowa**

***WHKS & co.***

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

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

Printed Name: \_\_\_\_\_

Printed Name: William Angerman, P.E.

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

Title: C.O.O

## Exhibit A to Amendment No. 1

### A. Project Description:

The project, as defined for this agreement, is to construct equipment improvements and/or replacements at the City of Cresco's Wastewater Treatment Plant (WWTP). The Professional Services Agreement dated 11/6/2023 covered preliminary and final design, permitting, and bidding assistance for the Project. The Project bid letting occurred on July 30, 2024. The construction contract was awarded to Blazek Corporation on August 5, 2024. This Amendment includes construction engineering services as described below in B.

### B. Scope of Services Provided Under This Agreement:

Note: Items 1-5 were previously defined in the Professional Services Agreement dated 11/6/2023.

#### 6. **Construction Administration**

- a. Provide construction administration assistance during construction. Contract administration assistance activities conducted during project construction include clarification of design details, periodic visits to the construction site to observe the progress of work, review of shop drawings, review periodic payment estimates for completed construction work and recommend payments for processing, prepare change orders when required, and prepare the final summary of construction costs.
- b. Conduct a preconstruction meeting with Client, Contractor and Utility Owners.
- c. Provide sufficient horizontal and vertical control points relating to the project plans for the Contractor to use as a basis for staking the project.
- d. Coordinate quality control testing with the contractor during construction. Contractor will be responsible for obtaining a Testing Laboratory and paying for required soils and concrete testing.
- e. Prepare record drawings from Contractor provided "mark-ups" at the completion of the construction.
- f. Provide periodic construction updates to the Client.
- g. Fee based on 190 hours of engineering time.

#### 7. **Construction Observation**

- a. Provide resident project observation services during the construction of the Project. Resident observation is a part time function during construction. Duties are to provide on-site evaluations of the Project progress in accordance with the plans and specifications and report said progress to the Engineer. Additionally, the observer maintains a log book recording conditions at the job site, weather, record of visitors, summary of daily activities, actions taken, observations in general and assists in recording data for eventual preparation of Record Drawings. The observer duties do not include construction means, methods, procedures, and job-site safety. Fee based on 350 hours of observation and travel time.
- b. Electrical engineering construction observation services will be performed by a subconsultant to WHKS & Co under this Contract Amendment.

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

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO  
A PROFESSIONAL SERVICES AGREEMENT WITH FEHR GRAHAM FOR  
INFILTRATION/INFLOW EVALUATION

The City Council of the City of Cresco met in regular session on September 4, 2024 at 5:30 P.M. Council Member \_\_\_\_\_ moved the adoption of the foregoing Resolution Authorizing the Mayor to enter into a PROFESSIONAL SERVICES AGREEMENT with Fehr Graham for professional services relating to the project described as the Infiltration/Inflow Evaluation. 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 amended agreement dated \_\_\_\_\_, between the City of Cresco and Fehr Graham 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 Pro Tem Amy Bouska

ATTEST: \_\_\_\_\_  
City Clerk Nicole Hill

**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

August 28, 2024

Mayor Alex Fortune  
City of Cresco  
130 North Park Place  
Cresco, Iowa 52136

Dear Mayor Fortune,

Please find enclosed our Agreement for Professional Services as requested.

Please sign and return the Agreement to my attention. An additional copy may be retained for your records.

Sincerely,



Lucas J. Elsbernd, PE  
Senior Project Engineer

LJE:amr

Enclosure

N:\Proposals\2024\Lucas Elsbernd\Cresco\I-I Reduction\Cresco I-I Agreement.docx

**AGREEMENT  
FOR PROFESSIONAL SERVICES**

Client            Mayor Alex Fortune  
                      City of Cresco  
                      130 North Park Place  
                      Cresco, Iowa 52136

563.547.3101

Description of Services:

**City of Cresco – Infiltration/Inflow Evaluation, Cresco, Iowa**

We understand the City of Cresco has issues with excessive infiltration and inflow in the sanitary sewer collection system that is served by the lift station located at 10th Avenue SE and S. Elm Street. While the lift station has adequate capacity for normal flows, the station is unable to pump the peak flow during extremely wet periods. The City has performed some infiltration and inflow reduction measures including the lining of sewer mains and a sump pump inspection program; however, infiltration and inflow continue to be a problem. Fehr Graham will provide professional services to assist in the evaluation of the collection system served by the 10th Avenue SE and S. Elm Street lift station and review options and estimated costs for additional infiltration and inflow reduction measures.

Expected services include:

- Evaluate existing flow records provided by the City.
- Request quotations for smoke testing of the sanitary sewer system and televising sanitary sewer service lines served by the lift station to identify potential sources of inflow and infiltration. Smoke testing is most effective during dry weather.
  - Televising of the service lines will be from the main toward the house/business up to 120 feet from the main.
  - The City will contract directly with the selected inspection company.
- Review smoke test results and note potential sources of infiltration or inflow.
- Review service line televising videos and note conditions, defects, and obvious or potential sources of infiltration or inflow.
- Develop options and associated cost estimates for improvements to reduce infiltration and inflow.

EXCLUSIONS:

- Preparation of a Facility Plan.
- Funding applications.
- Design of recommended improvements.

COST:

You will be billed on a time and materials basis as per the annually established fee schedule.

*All plan reproduction and distribution costs along with publication and permit fees will be paid direct by Client and are not included in the above fees.*

*Payment for the services rendered will be requested via a monthly invoice.*

*\*\*Reimbursables are not to exceed more than 15% markup.*

# FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

The attached General Conditions are incorporated into and made a part of this Agreement.

**ACCEPTED AND AGREED TO:**

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:

Signature \_\_\_\_\_

Name Alex Fortune

Title Mayor

Date Accepted \_\_\_\_\_

CONSULTANT:

By *Ryan M Wicks*

Name Ryan M. Wicks, PE

Title Principal

Date Proposed August 28, 2024

#24-1389

## GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

10. Estimates of Fees – When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.



Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability – Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Assignment - Neither party to this Agreement shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer its obligations under this Agreement or any part hereof; provided, however, either Party may freely assign this Agreement to a parent, subsidiary or affiliate without the other party's consent. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
21. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
22. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
23. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Iowa. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Iowa District Court in and for Delaware County, Iowa.

● ● ● ●  
**2024 Personnel Chargeout Rates**

Principal	\$220-280
Senior Project Manager	\$170-265
Project Manager	\$125-240

**Engineering**

Lead Structural Engineer	\$200-230
Electrical Engineer	\$180-200
Senior Project Engineer	\$125-190
Project Engineer	\$115-170
CAD Manager	\$125-145
Project Designer	\$105-175
Designer	\$85-125
Staff Engineer	\$105-140
Engineer	\$95-185
Senior Structural Engineer	\$170-210
Senior Resident Engineer	\$130-170
Resident Engineer	\$115-160
Water/Wastewater Op Specialist	\$125-160
Senior Engineering Technician	\$95-170
Associate Engineering Technician	\$75-125
Engineering Technician	\$65-120

Sr. Landscape Architect Project Manager	\$185-260
Landscape Architect Project Manager	\$140-205

GIS Specialist	\$95-105
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**Surveying**

Survey Manager	\$180-190
Land Surveyor	\$115-162
Surveyor	\$105-135
Survey Crew Chief	\$95-125
Survey Technician	\$65-95

**Environmental Health and Safety**

Senior Project EHS Scientist	\$135-180
EHS Project Scientist	\$120-160
Senior EHS Scientist	\$125-165
EHS Scientist	\$95-130
EHS Specialist	\$85-120
EHS Technician	\$85-130
Senior Project Hydrogeologist	\$135-180
Project Hydrogeologist	\$95-140
Geologist	\$85-95
Staff Hydrogeologist	\$85-120
Hydrogeologist	\$85-110
Senior Biologist	\$105-150
Biologist	\$95-130

Sr. Grant Writer/Community Development Specialist	\$110-130
Grant Writer/Community Development Specialist	\$95-115
Project Coordinator	\$75-125
Project Administrator	\$75-125
Project Assistant	\$88

Charges for expert testimony will be at a rate 1.5 times the standard hourly rate. Minimum 4 hours. Overtime hours charged at standard rates when Fehr Graham controls scheduling. Reimbursable Direct Expenses will be charged at invoice cost + 15%.



**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 7<sup>th</sup> 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

1<sup>st</sup> Reading 8/19/24    2<sup>nd</sup> Reading \_\_\_\_\_    3<sup>rd</sup> Reading \_\_\_\_\_

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

\_\_\_\_\_  
City Clerk Nicole Hill

ORDINANCE NO. 512

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE  
CITY OF CRESCO, IOWA, BY AMENDING  
PROVISIONS PERTAINING TO WATER METERS

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

SECTION 1. NEW SECTION. The Code of Ordinances of the City of Cresco, Iowa, is amended by adding section 91.12 entitled METERS SERVING MOBILE HOME PARKS AND MULTI-FAMILY RESIDENTIAL UNITS, which is hereby adopted to read as follows:

**91.12 METERS SERVING MOBILE HOME PARKS AND MULTI-FAMILY RESIDENTIAL UNITS.** The property owner shall be responsible for charges and maintenance for the water service lines and curb-stop for the entire building regardless of the number of meters installed. The owner has the option to choose one of these options for billing for water passing through the service line:

1. One meter for reading purposes for each mobile home park or multi-family residential unit. The purchase of any meter over  $\frac{3}{4}$  inch shall be the responsibility of the property owner. All such meters shall be purchased from the City and shall be maintained by the property owner in a manner satisfactory to the City. Charges for water used shall be based upon this meter and shall include all water passing through said meter, regardless of subsequent usage.

2. Multiple meters may be billed by the City in the names of the tenants, however the property owner shall still be responsible for payment on all accounts unless a lien exemption is on file with the City for each unit. The City will provide one meter up to  $\frac{3}{4}$  inch and all additional meters will be the responsibility of the property owner to purchase from the City. Water shall be shut off at the curb stop for the entire building for any delinquent account within the building pursuant to City of Cresco Code 92.05.

3. Property owners in the downtown business district may have separate meters for the commercial and residential portions of their buildings. The City will provide one meter up to  $\frac{3}{4}$  inch and all additional meters will be the responsibility of the property owner to purchase from the City. Water shall be shut off at the curb stop for the entire building for any delinquent account within the building pursuant to City of Cresco Code 92.05

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

1<sup>st</sup> Reading 8/5/24 Reading 8/19/24 3<sup>rd</sup> Reading \_\_\_\_\_

I certify that the foregoing summary was published as Ordinance No. 512 on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk Nicole Hill

SUMMARY OF ORDINANCE 508

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESCO, IOWA BY ADDING PROVISIONS PERTAINING TO DECLARING A SNOW EMERGENCY, PARKING REGULATIONS, AND PARKING VIOLATIONS**

Below is a summary of ORDINANCE 508. 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](http://www.cityofcresco.com).

PURPOSE: To implement an ordinance for declaring a snow emergency when snow accumulates to a depth of 2 inches or more and modifying the parking regulations and violations.

Section 1. Modifying Sections 69.10 and 70.03 and adding Chapter 82 of the Code of Ordinances of the City of Cresco, Iowa.

The fine for violating parking restrictions except improper use of a persons with disabilities parking permit is \$20 and will increase to \$25 after 30 days. Pursuant to Iowa Code Section 321.40, a list of all delinquent and unpaid parking fines will be provided to the County Treasurer for collection. All fines must be paid prior to renewing any motor vehicle registrations. The simple notice of a fine for improper use of a persons with disabilities parking permit is one hundred dollars (\$100.00).

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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor Alexander Fortune

ATTEST: \_\_\_\_\_  
City Clerk Nicole Hill

1<sup>st</sup> Reading (Summary) \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_ 3<sup>rd</sup> Reading \_\_\_\_\_

I certify that the above summary was published as Ordinance No. 508 on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk Nicole Hill

**ORDINANCE NO 508**

**DECLARATION OF SNOW EMERGENCY, PARKING REGULATIONS, AND  
PARKING VIOLATIONS**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY  
OF CRESCO, IOWA BY ADDING PROVISIONS PERTAINING TO  
DECLARING A SNOW EMERGENCY, PARKING REGULATIONS, AND  
PARKING VIOLATIONS**

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

**SECTION 1. SECTION MODIFIED.** Section 69.10 of the Code of Ordinances of the City of Cresco, Iowa, is modified and the following adopted in lieu thereof:

**69.10 SNOW REMOVAL.** Whenever the city experiences a snowfall which accumulates to a depth of two inches or more, a snow emergency shall automatically be in effect and all procedures prescribed by Chapter 82 shall be observed by all persons. A snow emergency shall also be in effect whenever the street commissioner or designee, in exercise of sound judgement and discretion, determines that a snow or ice emergency exists or is expected to occur, requiring the removal of snow or ice from the public streets and alleys.

**SECTION 2. SECTION MODIFIED.** Section 70.03 of the Code of Ordinances of the City of Cresco, Iowa, is modified and the following adopted in lieu thereof:

**70.03 PARKING VIOLATIONS: ALTERNATE.** Uncontested violations of parking restrictions imposed by this Code of Ordinances shall be charged upon a simple notice of a fine payable at the office of the City Clerk. The simple notice of a fine shall be in the amount of twenty dollars (\$20.00) for all violations except improper use of a persons with disabilities parking permit. If such fine is not paid within thirty (30) days, it shall be increased by five dollars (\$5.00). Pursuant to Iowa Code Section 321.40, a list of all delinquent and unpaid parking fines will be provided to the County Treasurer for collection. All fines must be paid prior to renewing any motor vehicle registrations. The simple notice of a fine for improper use of a persons with disabilities parking permit is one hundred dollars (\$100.00).

**SECTION 3. NEW SECTION.** The Code of Ordinances of the City of Cresco, Iowa, is amended by adding a new Chapter 82 entitled **DECLARATION OF SNOW EMERGENCY AND PARKING REGULATIONS**, which is hereby adopted to read as follows:

**CHAPTER 82**

**DECLARATION OF SNOW EMERGENCY AND PARKING REGULATIONS**

**82.01 DECLARATION OF SNOW EMERGENCY.** Whenever the city experiences a snowfall which accumulates to a depth of two inches or more, a snow emergency shall automatically be in effect and all procedures prescribed by this chapter shall be observed by all persons. A snow emergency shall also be in effect whenever the street commissioner or designee, in exercise of sound judgement and discretion, determines that a snow or ice emergency exists or is expected to occur, requiring the removal of snow or ice from the public streets and alleys.

**82.02 NOTICE TO THE PUBLIC.**

- A. Notice. The street commissioner or designee shall declare such emergency in writing, file the same with the city clerk, and cause notice of such emergency to be given to the public by social media, press, radio, or television. Failure of a person to receive such a notice shall not constitute a defense to any prosecution for violation of the rules, regulations and procedures prescribed by this chapter.
- B. General duration. A snow or ice emergency shall be in effect starting a minimum of four hours after the earlier of either:
  - 1. The accumulation of snow or ice to a depth of two inches or more within a twenty-four-hour period; or
  - 2. Such emergency is declared by the street commissioner or designee; and such snow or ice emergency shall continue for forty-eight hours.
- C. Extension. The duration of the snow or ice emergency may be extended at the discretion of the street commissioner or designee. Notice for such an extension shall be given in the manner prescribed in Section 82.02.A.

**82.03 ALTERNATE PARKING OF MOTOR VEHICLES.**

- A. While a snow emergency is in effect, curbside parking of motor vehicles shall be permitted only as follows: On even-numbered calendar days between the hours of 12:01 a.m. (midnight) and 8:00 p.m., all vehicles shall be parked on the side of the street where buildings bear even numbers. On odd-numbered calendar days between the hours of 12:01 a.m. (midnight) and 8:00 p.m., all vehicles shall be parked on the side of the street where buildings bear odd numbers.
- B. Alternate side parking during a snow emergency shall not supersede existing parking restrictions except in areas where posted.

**SECTION 4. 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 5. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

**ADOPTION OF ORDINANCE NO. 508**

Council Member \_\_\_\_\_ moved the adoption of the foregoing Ordinance 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 adoption of the foregoing Ordinance:



---

And the following Council members voted against the adoption of the foregoing Ordinance:

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The Mayor thereupon declared the Ordinance passed and adopted by affirmative vote by the Council and Ordinance No. 508 is approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF CRESCO

BY \_\_\_\_\_  
Mayor Alexander Fortune

ATTEST:

BY \_\_\_\_\_  
City Clerk Nicole Hill

Summary of Ordinance No. 508:

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

I certify that a summary of the foregoing was published as Ordinance No. 508 on the \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk Nicole Hill

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

**RESOLUTION ESTABLISHING A FUND WITHIN THE CITY'S ACCOUNTS  
FUND #326 – WASTEWATER TREATMENT PLANT AGE RELATED  
EQUIPMENT REPLACEMENT PROJECT**

WHEREAS, the City of Cresco will be obtaining a Construction Loan from the Iowa Finance Authority for updating and replacing age related equipment at the Wastewater Treatment Plant; and

WHEREAS, the City of Cresco, Iowa now needs to establish a fund to better track revenue and expenses for the Wastewater Treatment Plant Age Related Equipment Replacement Project, and

BE IT RESOLVED, by the City Council of the City of Cresco, Iowa, that the following fund be established.

FUND #326 Wastewater Treatment Plant Age Related Equipment Replacement Fund

PASSED AND APPROVED THIS 4<sup>th</sup> DAY OF SEPTEMBER, 2024.

\_\_\_\_\_  
Mayor Alexander Fortune

ATTEST: \_\_\_\_\_  
City Clerk Nicole Hill

RESOLUTION NO. \_\_\_\_\_

RESOLUTION ACCEPTING THE ANNUAL  
FINANCIAL REPORT OF THE CITY OF CRESCO, IOWA FOR  
THE FISCAL YEAR 2023-2024 AND DIRECTING THE CITY CLERK TO FILE  
THE REPORT WITH THE IOWA AUDITOR OF STATE

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

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

The City Clerk is directed to forward the above report to the Iowa Auditor of State in accordance with the instructions therein and certify that the Council approved the report the day indicated below. The City Clerk is directed to publish the report as required and certify that it has been published. The City 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 4<sup>th</sup> DAY OF SEPTEMBER, 2024.

\_\_\_\_\_  
Mayor Pro Tem Amy Bouska

ATTEST: \_\_\_\_\_  
City Clerk Nicole Hill

STATE OF IOWA 2024 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2024 CITY OF CRESCO, IOWA DUE: December 1, 2024	16204500200000 CITY OF CRESCO 130 North Park Place CRESCO IA 52136-1594 POPULATION: 3888
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**NOTE** - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

ALL FUNDS				
	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
<b>Revenues and Other Financing Sources</b>				
Taxes Levied on Property	2,259,528		2,259,528	2,258,078
Less: Uncollected Property Taxes-Levy Year	0		0	0
<b>Net Current Property Taxes</b>	2,259,528		2,259,528	2,258,078
Delinquent Property Taxes	0		0	0
TIF Revenues	0		0	0
Other City Taxes	797,594	0	797,594	831,588
Licenses and Permits	46,405	0	46,405	47,900
Use of Money and Property	511,328	151,808	663,136	321,773
Intergovernmental	851,407	0	851,407	862,422
Charges for Fees and Service	1,478,867	1,649,898	3,128,765	3,215,700
Special Assessments	133,839	0	133,839	152,400
Miscellaneous	752,320	78,003	830,323	886,120
Other Financing Sources	4,712,432	0	4,712,432	4,737,500
Transfers In	1,824,470	1,286,300	3,110,770	3,378,300
<b>Total Revenues and Other Sources</b>	13,368,190	3,166,009	16,534,199	16,691,781
<b>Expenditures and Other Financing Uses</b>				
Public Safety	1,071,905		1,071,905	1,172,100
Public Works	1,844,400		1,844,400	2,092,400
Health and Social Services	5,388		5,388	5,400
Culture and Recreation	1,634,820		1,634,820	1,996,850
Community and Economic Development	239,986		239,986	452,400
General Government	440,127		440,127	458,500
Debt Service	534,312		534,312	539,330
Capital Projects	5,344,646		5,344,646	5,545,800
<b>Total Governmental Activities Expenditures</b>	11,115,584	0	11,115,584	12,262,780
BUSINESS TYPE ACTIVITIES		1,688,504	1,688,504	2,042,100
<b>Total All Expenditures</b>	11,115,584	1,688,504	12,804,088	14,304,880
Other Financing Uses	0	0	0	
Transfers Out	1,797,621	1,313,149	3,110,770	3,378,300
<b>Total All Expenditures/and Other Financing Uses</b>	12,913,205	3,001,653	15,914,858	17,683,180
<b>Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses</b>	454,985	164,356	619,341	-991,399
Beginning Fund Balance July 1, 2023	6,867,643	3,118,879	9,986,522	9,986,524
Ending Fund Balance June 30, 2024	7,322,628	3,283,235	10,605,863	8,995,125

**NOTE** - These balances do not include the following, which were not budgeted and are not available for city operations:

Non-budgeted Internal Service Funds 188,415	Pension Trust Funds
Private Purpose Trust Funds	Agency Funds

Indebtedness at June 30, 2024		Indebtedness at June 30, 2024	
	Amount		Amount
General Obligation Debt	5,995,000	Other Long-Term Debt	0
Revenue Debt	196,000	Short-Term Debt	0
TIF Revenue Debt	0		
		General Obligation Debt Limit	11,824,216

**CERTIFICATION**

The forgoing report is correct to the best of my knowledge and belief

<i>Nicole Hill</i>	Publication
Signature of Preparer	9-11-2024
Printed name of Preparer <i>Nicole Hill</i>	Phone Number
	Date Signed
Signature of Mayor or Mayor Pro Tem (Name and Title)	

**PLEASE PUBLISH THIS PAGE ONLY**





CITY OF  
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,

NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
<b>Section E - Charges for Fees and Service - Continued</b>									
81 Transit									81
82 Cable TV							0		0 82
83 Internet							0		0 83
84 Telephone							0		0 84
85 Housing Authority							0		0 85
86 Storm Water							0		0 86
87 Other:							0		0 87
88 Nursing Home									88
89 Police Service Fees	87						87		0 89
90 Prisoner Care	988						988		87 90
91 Fire Service Charges									988 91
92 Ambulance Charges							0		0 92
93 Sidewalk Street Repair Charges					6,400		6,400		0 93
94 Housing and Urban Renewal Charges									6,400 94
95 River Port and Terminal Fees							0		0 95
96 Public Scales							0		0 96
97 Cemetery Charges							0		0 97
98 Library Charges							0		0 98
99 Park, Recreation, and Cultural Charges	523,958						523,958		0 99
100 Animal Control Charges	120						120		523,958 100
101 NSF Fees, EV Charging Income, Copies, Fax	180						180		120 101
102 Capital Improvements-Water/Sewer/Storm Sewer									180 102
103 Total Charges for Service	1,472,467	0	0	0	6,400	0	1,478,867	80,874	80,874 103
104 Section F - Special Assessments	133,839						133,839	1,649,898	3,128,765 104
105 Section G - Miscellaneous									133,839 106
106 Contributions	46,998	388,227			13,757		448,982		133,839 107
107 Deposits and Sales/Fuel Tax Refunds	5,400						5,400	10,920	448,982 108
108 Sale of Property and Merchandise	63,977						63,977	11,174	16,320 109
109 Fines	5,312						5,312	11,331	75,151 110
110 Internal Service Charges	105,682	87,971					193,653	44,578	16,643 111
111 Reimbursements		34,996					34,996		193,653 112
112 Principal on Revolving Loan Fund							0		34,996 113
113							0		0 114
114							0		0 115
115							0		0 116
116							0		0 117
117							0		0 118
118							0		0 119
119							0		0 120
120 Total Miscellaneous	227,369	511,194	0	0	13,757	0	752,320	78,003	830,323 120

CITY OF  
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,

NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Total All Revenues (Sum of lines 6, 7, 15, 16, 22, 71, 104, 106, and 120)	121 3,762,179	2,522,512	0	436,093	110,504	0	6,831,288	1,879,709	8,710,997	121
<b>Section H - Other Financing Sources</b>	123									123
Proceeds of capital asset sales	124						0		0	124
Proceeds of long-term debt (Excluding TIF internal borrowing)	125				4,712,432		4,712,432		4,712,432	125
Proceeds of anticipatory warrants or other short-term debt	126						0		0	126
Regular transfers in and interfund loans	127 1,307,187	49,113		70,876	397,294		1,824,470	1,286,300	3,110,770	127
Internal TIF loans and transfers in	128						0		0	128
	129						0		0	129
	130						0		0	130
<b>Total Other Financing Sources</b>	131 1,307,187	49,113	0	70,876	5,109,726	0	6,536,902	1,286,300	7,823,202	131
<b>Total Revenues Except for Beginning Balances (Sum of lines 121 and 131)</b>	132 5,069,366	2,571,625	0	506,969	5,220,230	0	13,368,190	3,166,009	16,534,199	132
<b>Beginning Fund Balance July 1, 2023</b>	134 4,098,738	2,164,876		111,093	492,936		6,867,643	3,118,879	9,986,522	134
<b>Total Revenues and Other Financing Sources (Sum of lines 132 and 134)</b>	136 9,168,104	4,736,501	0	618,062	5,713,166	0	20,235,833	6,284,888	26,520,721	136



NON-GAAP/CASH BASIS  
 CITY OF CRESCO  
 EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2024

Line	Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g) (f))	Line
1	<b>Section A - Public Safety</b>										1
2	Police Department/Crime Prevention	830,676						830,676		830,676	2
3	Jail	101,750						101,750		101,750	3
4	Emergency Management	21,670						21,670		21,670	4
5	Flood control							0		0	5
6	Fire Department	107,777	9,996					117,773		117,773	6
7	Ambulance							0		0	7
8	Building Inspections							0		0	8
9	Miscellaneous Protective Services							0		0	9
10	Animal Control	36						36		36	10
11	Other Public Safety							0		0	11
12								0		0	12
13								0		0	13
14	<b>Total Public Safety</b>	1,061,909	9,996		0	0	0	1,071,905		1,071,905	14
15	<b>Section B - Public Works</b>										15
16	Roads, Bridges, Sidewalks	16,202	634,421					650,623		650,623	16
17	Parking Meter and Off-Street		1,586					1,586		1,586	17
18	Street Lighting	59,160	9,133					68,293		68,293	18
19	Traffic Control Safety	11,614	11,233					22,847		22,847	19
20	Snow Removal	93,863	37,650					131,513		131,513	20
21	Highway Engineering							0		0	21
22	Street Cleaning		12,643					12,643		12,643	22
23	Airport (if not an enterprise)	10,720						10,720		10,720	23
24	Garbage (if not an enterprise)	937,393						937,393		937,393	24
25	Other Public Works	273	8,509					8,782		8,782	25
26								0		0	26
27								0		0	27
28	<b>Total Public Works</b>	1,129,225	715,175		0	0	0	1,844,400		1,844,400	28
29	<b>Section C - Health and Social Services</b>										29
30	Welfare Assistance							0		0	30
31	City Hospital							0		0	31
32	Payments to Private Hospitals							0		0	32
33	Health Regulation and Inspections							0		0	33
34	Water, Air, and Mosquito Control							0		0	34
35	Community Mental Health							0		0	35
36	Other Health and Social Services	5,388						5,388		5,388	36
37								0		0	37
38								0		0	38
39	<b>Total Health and Social Services</b>	5,388	0		0	0	0	5,388		5,388	39
40	<b>Section D - Culture and Recreation</b>										40
41	Library Services	264,391	53,981					318,372		318,372	41
42	Museum, Band, Theater	179,226						179,226		179,226	42
43	Parks	188,972	2,880					191,852		191,852	43
44	Recreation	683,012	178,508					861,520		861,520	44
45	Cemetery							0		0	45
46	Community Center, Zoo, Marina, and Auditorium							0		0	46
47	Other Culture and Recreation	83,850						83,850		83,850	47
48								0		0	48
49								0		0	49
50	<b>Total Culture and Recreation</b>	1,399,451	235,369		0	0	0	1,634,820		1,634,820	50

CITY OF  
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental cols. (a) through (f) (g)	Proprietary (h)	Grand Total (Sum of col. (g) (i)	Line
<b>Section E - Community and Economic Development</b>	51										51
Community beautification	52	4,823						4,823		4,823	52
Economic development	53	56,255	160,000					216,255		216,255	53
Housing and urban renewal	54	14,757	312					15,069		15,069	54
Planning and zoning	55							0		0	55
Other community and economic development	56	3,839						3,839		3,839	56
TIF Rebates	57							0		0	57
	58							0		0	58
<b>Total Community and Economic Development</b>	59	79,674	160,312	0	0	0	0	239,986		239,986	59
<b>Section F - General Government</b>	60										60
Mayor, Council and City Manager	61	18,890						18,890		18,890	61
Clerk, Treasurer, Financial Administration	62	349,419	1,389					350,808		350,808	62
Elections	63	1,333						1,333		1,333	63
Legal Services and City Attorney	64	2,325						2,325		2,325	64
City Hall and General Buildings	65	27,161						27,161		27,161	65
Tort Liability	66	39,610						39,610		39,610	66
Other General Government	67							0		0	67
	68							0		0	68
	69							0		0	69
<b>Total General Government</b>	70	438,738	1,389		0	0	0	440,127		440,127	70
<b>Section G - Debt Service</b>	71				534,312			534,312		534,312	71
	72							0		0	72
	73							0		0	73
<b>Total Debt Service</b>	74	0	0	0	534,312	0	0	534,312		534,312	74
<b>Section H - Regular Capital Projects - Specify</b>	75										75
Street Assessment Projects	76					4,657,606		4,657,606		4,657,606	76
Water Tower Rehab & Scene Shop	77					687,040		687,040		687,040	77
<b>Subtotal Regular Capital Projects</b>	78	0	0	0	0	5,344,646	0	5,344,646		5,344,646	78
<b>TIF Capital Projects - Specify</b>	79										79
	80							0		0	80
	81							0		0	81
<b>Subtotal TIF Capital Projects</b>	82	0	0	0	0	0	0	0		0	82
<b>Total Capital Projects</b>	83	0	0	0	0	5,344,646	0	5,344,646		5,344,646	83
<b>Total Governmental Activities Expenditures (Sum of lines 14, 28, 39, 50, 59, 70, 74, 83)</b>	84	4,114,385	1,122,241	0	534,312	5,344,646	0	11,115,584		11,115,584	84
	85										85

TIF Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other"

CITY OF  
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued

NON-GAAP/CASH BASIS

Line	Item description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g) (i))	Line
87	Section 1 - Business Type Activities										87
88	Water - Current Operation								536,384	536,384	88
89	Capital Outlay								80,716	80,716	89
90	Debt Service									0	90
91	Sewer and Sewage Disposal - Current Operation								785,102	785,102	91
92	Capital Outlay								220,269	220,269	92
93	Debt Service								29,420	29,420	93
94	Electric - Current Operation									0	94
95	Capital Outlay									0	95
96	Debt Service									0	96
97	Gas Utility - Current Operation									0	97
98	Capital Outlay									0	98
99	Debt Service									0	99
100	Parking - Current Operation									0	100
101	Capital Outlay									0	101
102	Debt Service									0	102
103	Airport - Current Operation									0	103
104	Capital Outlay									0	104
105	Debt Service									0	105
106	Landfill/Garbage - Current operation								33,491	33,491	106
107	Capital Outlay								1,480	1,480	107
108	Debt Service									0	108
109	Hospital - Current Operation									0	109
110	Capital Outlay									0	110
111	Debt Service									0	111
112	Transit - Current Operation									0	112
113	Capital Outlay									0	113
114	Debt Service									0	114
115	Cable TV, Telephone, Internet - Current Operation									0	115
116	Capital Outlay									0	116
117	Housing Authority - Current Operation									0	117
118	Capital Outlay									0	118
119	Debt Service									0	119
120	Storm Water - Current Operation									0	120
121	Capital Outlay									0	121
122	Debt Service									0	122
123	Other Business Type - Current Operation								1,642	1,642	123
124	Capital Outlay									0	124
125	Debt Service									0	125
126	Internal Service Funds - Specify									0	126
127										0	127
128										0	128
129	<b>Total Business Type Activities</b>								1,688,504	1,688,504	129



**OTHER P10**

**Part III Intergovernmental Expenditures** Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis. Include these expenditures in part II. Enter amount.

Purpose	Amount paid to other local governments	
	Purpose	Amount paid to State
Correction	Highways	
Health	All other	
Highways		
Transit Subsidies		
Libraries		
Police protection		
Sewerage		
Sanitation		
All other		

**Part IV**

Wages & Salaries Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects.

YOU ARE REQUIRED TO ENTER SALARY DOLLARS IN THE Amount areas FOR SALARIES AND WAGES PAID		Amount
Total Salaries and Wages Paid		1,956,037

**Part V Debt Outstanding, Issued, and Retired**

Transit subsidies

**A. Long-Term Debt**

Debt During the Fiscal Year										Debt Outstanding JUNE 30, 2024		
Purpose	Line	Debt Outstanding JULY 1, 2023	Issued	Retired	General Obligation	TIF Revenue	Revenue	Other	Interest Paid This Year			
Water Utility	1.											
Sewer Utility	2.	221,000		25,000			196,000					3,868
Electric Utility	3.											
Gas Utility	4.											
Transit-Bus	5.											
Industrial Revenue	6.											
Mortgage Revenue	7.											
TIF Revenue	8.											
Other Purposes / Miscellaneous	9.											
GO	10.	1,700,000	4,600,000	305,000	5,995,000							227,812
Parking	11.											
Airport	12.											
Stormwater	13.											
Section 108	14.											
<b>Total Long-Term</b>		1,921,000	4,600,000	330,000	5,995,000	0	196,000	0				231,680

**B. Short-Term Debt Amount**

Outstanding as of July 1, 2023

Outstanding as of JUNE 30, 2024

DEBT LIMITATION FOR GENERAL OBLIGATIONS

Actual valuation -- January 1, 2022

Part VI CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2024

Type of asset	Amount			
	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	All other Funds (d)
Cash and investments - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property.	123,505			10,670,773
				10,794,278

If you budget on a NON-GAAP CASH BASIS, the amount in the Total above SHOULD EQUAL the above summed amounts on the sheet All Funds P1: Ending fund balance, column C PLUS the amounts in the shaded Note area.

