NOTICE AND CALL OF PUBLIC MEETING

GOVERNMENTAL BODY:	THE CITY COUNCIL OF CRESCO, IOWA
DATE OF MEETING:	OCTOBER 7, 2024
TIME AND PLACE OF MEETING:	5:30 P.M. CITY HALL, 130 N PARK PLACE

PUBLIC NOTICE IS HEREBY GIVEN THAT THE ABOVE MENTIONED GOVERNMENTAL BODY WILL MEET AT THE DATE, TIME AND PLACE SET OUT ABOVE. THE TENTATIVE AGENDA FOR SAID MEETING IS AS FOLLOWS:

ROLL CALL: CARMAN, BOUSKA, FOSAAEN, McCONNELL, KRIENER

ACT ON THE CONSENT AGENDA: All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time council votes on the motion.

1. Approval of the Agenda
2. Approval of the Claims
3. Minutes from September 16, 2024
4. Minutes from September 16, 2024 Worksession
5. Class C Retail Alcohol License (LC) with Outdoor Service to Pub No 7 LLC (Eric MacDuff and Lester Seelye) d/b/a Pub No 7
6. Approval of Application for Tax Abatement under the Urban Revitalization Plan for Codey Hayek
7. Approval of Parade Permit for Portions of 3rd Avenue and North Elm Street for the Santa's Holiday Parade on November 29, 2024
8. Approval of Designated Snowmobile Trail in City Limits for November 15, 2024 through April 1, 2025

STAFF REPORTS: There may be action taken on each of the items listed below.

1. Public Works
2. Police
3. Administration
4. Committee Updates

COMMENTS FROM AUDIENCE: (*This portion of the agenda is for comments that are not related to one of the items listed on the agenda. Comments can only be received. No formal action by the Council can be taken. Those making public comments will be asked to state their name and address, and to speak from the podium.)*

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

1. Angie Kolz from WHKS to Discuss Pollution Insurance Coverage for the Wastewater Treatment Plant Aging Equipment Project
2. Resolution Authorizing the Mayor to Enter into a Professional Services Agreement with WHKS & Co for the South Lift Station Analysis
3. Scott Huneke from WHKS to Update on the Scene Shop Project
4. Resolution Authorizing the Mayor to Enter into a Professional Services Agreement with WHKS & Co for the Scene Shop Theatre Addition
5. Scott Huneke with WHKS to Update on 7th Street West Reconstruction

6. Approval of Pay Request #9 for $72,917.65 to Generation X Construction, LLC for the 7th Street West Reconstruction Project
7. Elizabeth Thyer from Gardner & Company to Present the FY24 Auditor's Report
8. Kelly O'Donnell and Jerry O'Donnnell to Present Insurance Renewal
9. Plantpeddlar to Discuss Possible Driveway Easement
10. Third Reading of the Summary of Proposed Ordinance No. 508 Amending Section 69.10 and Section 70.03 and Adding Chapter 82 of the Code of Ordinances of the City of Cresco, Iowa, Pertaining to Declaring a Snow Emergency, Parking Regulations, and Parking Violations
11. Approval of Ordinance No. 508 Pertaining to Declaring a Snow Emergency, Parking Regulations, and Parking Violations
12. Third Reading of the Summary of Proposed Ordinance No. 513 Amending Chapter 138 of the Code of Ordinances of the City of Cresco, Iowa, for the 2024 Amendment to the Urban Renewal Plan
13. Approval of Ordinance No. 513 for the 2024 Amendment to the Urban Renewal Plan
14. Second Reading of Proposed Ordinance 517 Which Amends 50.06 (2) and Adding Section 50.08 Pertaining to Nuisance Abatement Procedure Methods of Service and Habitual Offenders
15. Possible Motion to Waive the Third Reading of Ordinance 517
16. Approval of Ordinance 517 Pertaining to Nuisance Abatement Procedure Methods of Service and Habitual Offenders
17. Resolution Authorizing the Mayor to Enter into a Contract for Services with Upper Explorerland Regional Planning Commission to Prepare a New Comprehensive Plan
18. Request to Waive Late Fees for Matt Beck
19. Request for Sewer Adjustment for Water not Entering the Sanitary Sewer System from Cresco Park LLC for Shady Oaks Trailer Park
20. Review Quotes and Possible Award of Contract for Tile Line on Airport Road
21. Set Public Hearing for Budget Amendment #1 for Fiscal Year Ending June 30, 2025
22. Review Applications and Cresco Tourism Advisory Committee Recommendations and Award of Hotel/Motel Tax Grants
23. Review Proposed Camper Ordinance
24. Discussion on CIP (Capital Improvement Plan)

ADJOURN:
THIS NOTICE IS GIVEN AT THE DIRECTION OF THE MAYOR PURSUANT TO CHAPTER 21, CODE OF IOWA AND THE LOCAL RULES OF SAID GOVERNMENTAL BODY. POSTED OCTOBER 4, 2024.

Mayor Fortune called the Cresco City Council meeting to order on September 16, 2024 at 5:30 pm. Council Members Carman, Fosaaen, Bouska, McConnell, and Kriener were present. No council members were absent.

Carman made the motion to approve the consent agenda which included approval of the: agenda; claims; minutes from the September 4, 2024 meeting. Bouska seconded and it passed all ayes.

Public Works Director Brenno reported: (a) two portions of sewer main have been fixed on 9th Street E; (b) water department will be fixing a leak down by the south wellhouse; (c) street department is busy with trees. Several ash trees that were treated in the past are exhibiting signs of potential disease; (d) met with WHKS last week about the inflow and infiltration on the southside. WHKS has previous smoke test results and information that was previously unknown. They recommend testing the force main and look at some other information before proceeding. Due to the additional information, the agreement will not be needed with Fehr Graham and we will continue to work with WHKS; (e) want to discuss snow removal from parking lots and the City removing the snow. Some of the business owners haul their own snow away, but some are placing it on City property when it shouldn't be. Options include charging per square foot for the snow removal or requiring them to haul their own snow.

Police Chief Ruroden had nothing to report for the police department.

City Clerk Hill reported: (a) Capital Improvement Plan worksheets have been handed out to the departments; (b) will be sending out RFP's for the next years audits; (c) Northeast Iowa Regional League has reformed. Any trainings and meetings will be shared with Council and staff; (d) will be attending Clerk School October 2 - 4th; (e) Iowa Economic Development Authority is hosting an event "Best City Practices" in Waukon on October 15th from 5:30 – 8:30 pm. This is open to Council members, City Staff, volunteers, and business owners; (f) fall yardwaste resumes October 14th; (g) finishing up 125 Lead Service Line Inventory forms.

McConnell reported that the Airport Commission met and they are concerned about the piles from the project. They will be doing some runway repairs after the spraying season is finished.

McConnell reported that the Park Board met and are working on with the architect for the building project. A presentation will be done at a future council meeting. The pickleball players would like to have some additional lighting added to help light up the back section of the court. Looking at adding bleachers at the court as an Eagle Scout Project. A portion of the Kessel Lodge parking lot was finished last week with asphalt overlay. By using asphalt it was $50,000 less than the concrete option.

Hill presented an update on Theatre events: (a) the Looney Lutherans went well. There were 109 in attendance and made over $2,000; (b) Wendy and Dave Gosch met with the architect and engineers about the mechanical details of the Scene Shop. Will be going out for bids in the beginning of 2025; (c) Atomic Pizza held a memorial ride for Edie Slifka. All proceeds are being donated to the Scene Shop; (d) the live event with Colton Snider has been cancelled; (e) next live event is the Lee Hardin Comedy Show on October 19th.

Brenno explained the dirt at the airport has started to be leveled. WHKS will provide an estimate to add a pipe to help drain the area.

Mayor Fortune asked for comments from the audience and there were none.

Bouska made a motion to approve the resolution authorizing the Mayor to sign the 2024 Northeast Iowa Regional Housing Trust Fund pledge form. Carman seconded and it passed all ayes.

Council discussed leases for antennas that are placed on the water tower. Council would like an analysis done of the estimated cost of the electricity needed for the antennas prior to the

next renewal date. Bouska made the motion to approve a resolution authorizing the Mayor and City Clerk to enter into a Water Tower Space Lease Agreement with MiBroadband. Carman seconded and it passed all ayes.

Mayor Fortune performed the second reading of the summary of proposed Ordinance 508 which amends section 69.10 and section 70.03 and adding Chapter 82 of the Code of Ordinances of the City of Cresco, Iowa, pertaining to declaring a snow emergency, parking regulations, and parking violations. Bouska made the motion to approve the second reading. Kriener seconded and it passed all ayes.

Mayor Fortune performed the second reading of the summary of proposed Ordinance 513 which amends Chapter 138 of the Code of Ordinances of the City of Cresco, Iowa, for the 2024 Amendment to the Urban Renewal Plan. Bouska made the motion to approve the second reading. McConnell seconded and it passed all ayes.

Mayor Fortune performed the third reading of proposed Ordinance 514 which amends Chapter 165 of the Code of Ordinances of the City of Cresco, Iowa for a zoning change for 114 7th Street West. Kriener made the motion to approve the second reading. Fosaaen seconded and it passed all ayes.

McConnell made the motion to approve Ordinance No. 514 for rezoning 114 7th Street West to C-2. Bouska seconded and it passed all ayes.

Mayor Fortune performed the second reading of proposed Ordinance 516 which amends Chapter 165 of the Code of Ordinances of the City of Cresco, Iowa for a zoning change for 321 Vernon Road. Kriener made the motion to approve the second reading. McConnell seconded and it passed all ayes.

Kriener made a motion to waive the 3rd reading of proposed Ordinance 516. McConnell seconded and it passed all ayes.

Fosaaen made the motion to approve Ordinance No. 516 for rezoning 321 Vernon Road to R-2. McConnell seconded and it passed all ayes.

Mayor Fortune performed the first reading of proposed Ordinance 517 which amends Chapter 50 of the Code of Ordinances of the City of Cresco, Iowa pertaining to nuisance abatement procedure methods of service and habitual offenders. Kriener made the motion to approve the first reading. McConnell seconded. Kriener, McConnell, Fosaaen, and Carman voted aye. Bouska voted nay. The motion passed by majority vote.

Fosaaen made a motion to waiving the second and third reading of proposed Ordinance 517. Motion failed due to lack of second.

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

Kreiner made the motion to approve the 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. McConnell seconded and it passed all ayes.

Council discussed parking regulations and recreational vehicle parking. Council is concerned about campers, boat trailers, and semi's being parked for extended periods on city streets. The concerns are difficulty seeing traffic signs when parked close to the stop sign, street sweeper missing areas with extended parking, and garbage collections. Council would like to allow for contractors to be parked at the jobsite and allow a short window for campers and recreation vehicles to be unloaded. Recreational vehicles, campers, or boat trailers are not permitted to be parked in the front yard. Brenno and Ruroden will come up with some examples to update the ordinance.

Fosaaen made the motion to approve a Resolution Approving the Contract and Bond for the Wastewater Treatment Plant Age-Related Equipment Replacement Project for Blazek Corporation. McConnell seconded and it passed all ayes.

Hill explained that Upper Explorerland is ready to start the Comprehensive Plan update. Previously, Council had expressed an interest in moving the timeframe from 12 months down to 8 months. Council would like to see what an updated timeframe looks like, but would like to start right away. Hill will reach out to Upper Explorerland to schedule a presentation.

Kriener moved to adjourn the Council Meeting at 6:38 pm. Carman seconded and it passed all ayes. The next regular Cresco City Council meeting will be October 7, 2024, at 5:30 pm at Cresco City Hall.

Mayor Alexander Fortune

City Clerk Nicole Hill

Following is a list of claims approved for payment

PAYROLL		84,455.56
ACCESS	Copier	536.71
ALLIANT	Elec	20.38
ANDERSON, WILMARTH	Attny	168.00
AUDITOR OF STATE	Fees	625.00
BADGER METER	Srvc	71.44
BC/BS	Ins	37,018.28
BODENSTEINER	Parts	123.96
BRUENING ROCK	Rock	1,409.39
CAPITAL SANITARY	Supp	43.20
CARDMEMBER SVCS	Supp	2,456.15
CARQUEST	Parts	475.27
CITY LAUNDERING	Srvc	347.28
CITY OF CRESCO	Ins	4,340.97
CITY OF CRESCO	Util	33.69
CPU	Supp	99.99
CR FIRE SFTY EQUIP	Srvc	97.50
CR TPD	Ads	1,010.88
CRYSTEEL TRUCK	Part	6,330.00
CULLIGAN	Supp	17.29
DAKOTA SUPPLY	Supp	3,482.39
DECORAH LEADER	Ad	384.00
DELUXE ECHOSTAR	Movie	40.00
EAGAN, DOUGLAS	Reimb	100.00
ELWOOD,...	Attny	1,192.00
FAREWAY	Supp	929.75
FENCO	Srvc	297.00
FOLEY'S CONSTRUCT	Srvc	115.00
FORTE PAYMENT	Fees	312.00
FREIDHOF, ROD	Reimb	1,548.30
GARDINER+CO	Fees	4,200.00
GOSCH'S	Parts	40.00
HARTZ, DERIK	Refund	51.67
HAWKEYE SAN	Fees	75,329.52
HOWARD COUNTY	ShrdLEC	16,016.90
IA LAW ACADEMY	Testing	150.00
KCZQ-FM	Ads	100.00
MiENERGY	Gas	3,940.20
LICKTEIG, STEVE	Srvc	80.00
MARTIN GARDNER	Srvc	12,607.70
MEDIACOM	Phone	465.85
MEHMERT TILING	Srvc	1,557.30
MIENERGY	Elec	8,739.09
NUWAY-K&H	LP	223.15
O'DONNEL INS	Ins	69.00
RUPPERT	Supp	502.96
SCHUMACHER	Srvc	175.66
SHERWIN-WILLIAMS	Supp	141.99
SOLAR PRO	Solar	5,808.91
SQUARE	Fees	73.87
ST HYGIENIC LAB	Analys	957.50
TREASURER, ST OF IA	Tax	7,310.52
VISA	Supp	2,463.61
WILSON TREE	Srvc	920.30
WINDSTREAM	Internet	115.50
ZORO	Supp	922.43

By Fund:	
GENERAL	190,086.61
LOST PROJECT	6,330.00
NUISANCE HOUSE	743.00
FR STATION BLDG	242.97
DRUG DOG	81.36
CR COMM FIRE	143.06
ROAD USE TAX	18,399.21
EMPLOYEE BENEIFITS	8,225.51
SCENE SHOP PROJECT	12,607.70
WATER	25,496.70
SEWER OP	28,297.79
CAP IMPROVE	15.60
YARDWASTE	375.50
Total Expenditures	291,045.01
Revenue 9/5-9/16/24	447,016.33

Mayor Fortune called the Cresco City Council meeting to order on September 16, 2024 at 4:30 pm. Council Members Carman, Fosaaen, Bouska, McConnell, and Kriener were present. No council members were absent.

Bouska made the motion to go into Closed Session at 4:31 pm pursuant to Iowa Code 20.17 (3) Strategy Meeting to discuss Union Negotiations Matters. Fosaaen seconded. Bouska, Kriener, McConnell, Fosaaen, and Carman voted aye.

Kriener made the motion to go into Open Session at 5:23 pm. McConnell seconded and it passed all ayes. No formal action was taken during the closed session.

Carman moved to adjourn the Council Meeting at 5:23 pm. Kriener seconded and it passed all ayes. The next regular Cresco City Council meeting will be Monday, September 16, 2024, at 5:30 pm at Cresco City Hall.

Mayor Alexander Fortune

City Clerk Nicole Hill

CITY OF CRESCO
CASH & INVESTMENT BY FUND
AS OF SEPTEMBER 30, 2024

		CASH BALANCE	MONEY MKT BALANCE	CD BALANCE	OTHER BANK BALANCE	FUND BALANCE
001	General Fund	27,162.86	132,400.00	596,000.00	611,447.93	1,367,010.79
001	General Fund - Theatre	-	-	-	2,536.39	2,536.39
001	General Fund - Credit Card Processing	-	-	-	3,500.00	3,500.00
001	General Fund - RAGBRAI	-	-	9,715.89		9,715.89
002	General Fund-Hotel/Motel	952.88	23,000.00	7,000.00	-	30,952.88
022	Local Option Tax Project	2,562.57	271,000.00	1,500,000.00	918,624.43	2,692,187.00
060	EV Charging Station	1,162.56	3,000.00	6,000.00	-	10,162.56
065	Nuisance House Fund	688.72	9,200.00	-	-	9,888.72
078	Fire Station Building	1,035.95	11,500.00	15,000.00	-	27,535.95
087	Equipment Replace	1,093.46	1,000.00	4,000.00	-	6,093.46
090	Office/Computer Equip.	1,437.36	-	21,000.00	-	22,437.36
091	Street Equipment Trust	2,139.52	22,000.00	20,000.00	3,001.60	47,141.12
092	Theatre Trust	1,548.50	13,000.00	-	-	14,548.50
093	Drug Dog Fund	1,245.01	12,000.00	-	-	13,245.01
094	Airport Trust	1,516.83	54,000.00	80,000.00	-	135,516.83
098	Cresco Community Fire	1,700.23	50,000.00	40,000.00	-	91,700.23
110	Road Use Tax Fund	1,846.83	200,500.00	200,000.00	267,284.94	669,631.77
112	Employee Benefits Trust	1,599.85	104,000.00	500,000.00	257,835.32	863,435.17
160	CIDC/CityRevol.Loan-bus.	1,841.98	55,000.00	135,000.00	-	191,841.98
162	CUSB Historic Downtown RLF	-	-	-	85,284.73	85,284.73
177	Police Forfeiture Fund	240.13	-	-	-	240.13
183	Equip.Repair-Fitness Ctr	1,387.07	62,000.00	85,000.00	-	148,387.07
184	City Park Trust	1,693.19	5,000.00	16,000.00	-	22,693.19
186	Park Tree Trust	245.03	3,000.00	5,000.00	-	8,245.03
188	Fire Equipment Trust	6,402.69	16,000.00	65,000.00	-	87,402.69
189	Library Trust	1,588.13	30,000.00	80,000.00	-	111,588.13
200	Debt Service Fund	1,263.57	112,000.00	32,000.00	-	145,263.57
319	7th St W Assessment Project Fund	981.12	12,900.00	-	276,702.70	290,583.82
322	Scene Shop Project Fund	2,113.37	64,000.00	-	12,449.83	78,563.20
325	Fitness Center Project	1,137.84	52,000.00	950,000.00	-	1,003,137.84
326	Sewer Aging Equip Replacemt Project	-	-	-	-	-
600	Water Utility Fund	4,476.35	90,800.00	50,000.00	35,459.65	180,736.00
601	Water Deposit Trust	1,104.18	12,000.00	20,000.00	-	33,104.18
602	Water Utility Replacement	1,455.39	40,000.00	450,000.00	422,331.43	913,786.82
610	MSSU Revenue	5,276.30	140,000.00	350,000.00	57,980.10	553,256.40
612	MSSU Operation/Maint	-	-	-	-	-
613	MSSU Replacement	744.60	79,000.00	805,000.00	503,194.61	1,387,939.21
614	MSSU Rev.Bond Int	781.93	1,000.00	38,000.00	-	39,781.93
620	Cap Imp Water, Sewer, Storm	1,130.02	10,000.00	150,000.00	-	161,130.02
670	Yard Waste Fund	1,669.27	32,000.00	80,000.00	-	113,669.27
820	Health Ins Partial Self Fund	-	-	160,000.00	37,115.66	197,115.66
	Totals	83,225.29	1,723,300.00	6,469,715.89	3,494,749.32	11,770,990.50
		1%	15%	55%	30%	11,770,990.50

Checking Sweep - Cresco Bank & Trust (operatir	4.45%	83,225.29
Checking - CB&T (credit cards)	0.00%	3,500.00
Theatre Checking (CB&T)	0.00%	2,536.39
Money Market - Cresco Bank & Trust	4.45%	1,723,300.00
MMKT IPAIT	5.08%	861,461.60
MMKT CUSB	5.15%	2,590,135.67
MMKT Hlth Ins Partial Self Funded	4.45%	37,115.66
CD RAGBRAI - 18 mo - matures 3/15/25 (CB	5.24%	9,715.89
CD Safe-T-Fund-1 yr -matures 11/20/24(CB&T	5.34%	100,000.00
CD - 1 yr - matures 5/22/25 (CUSB)	5.10%	2,600,000.00
CD Safe-T-Fund-1 yr -matures 9/9/25(CB&T)	4.70%	60,000.00
CD - 1 yr - matures 8/26/25 (CB&T)	4.70%	3,700,000.00
Grand Total Cash in Banks		$ 11,770,990.50

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	% RECEIVED
	GENERAL TOTAL	286,443.23	679,130.96	3,979,800.00	17.06
	HOTEL/MOTEL TAX TOTAL	54.19	6,770.72	25,000.00	27.08
	LOST PROJECT TOTAL	57,368.20	195,510.19	660,000.00	29.62
	EV CHARGING STATION TOTAL	15.03	96.93	1,100.00	8.81
	NUISANCE HOUSE TOTAL	35.37	232.77	8,000.00	2.91
	FIRE STATION BUILDING TOTAL	1,626.57	9,886.06	19,400.00	50.96
	EQUIPMENT REPLACEMENT TOTAL	257.49	287.66	4,100.00	7.02
	OFFICE EQUIPMENT TOTAL	5.14	177.99	4,200.00	4.24
	STREET TRUST TOTAL	9,943.39	11,958.54	272,000.00	4.40
	THEATRE TRUST FUND TOTAL	102.04	1,840.74	500.00	368.15
	DRUG DOG TOTAL	47.38	433.60	30,000.00	1.45
	AIRPORT TRUST FUND TOTAL	198.57	2,320.82	13,250.00	17.52
	CRESCO COMMUNITY FIRE TOTAL	14,279.79	37,881.69	93,300.00	40.60
	ROAD USE TAX TOTAL	63,615.80	158,165.32	539,000.00	29.34
	EMPLOYEE BENEFITS TOTAL	63,388.40	88,308.47	700,300.00	12.61
	LOCAL OPTION SALES TAX TOTAL	58,374.64	181,243.77	700,000.00	25.89
	REVOLVING LOAN TOTAL	2,619.97	8,582.01	20,850.00	41.16
	CUSB HISTORIC DWNTOWN RLF TOTA	2,207.71	6,220.19	12,400.00	50.16
	FITNESS CENTER TRUST TOTAL	4,216.72	11,451.01	35,100.00	32.62
	PARK TRUST TOTAL	23.94	880.83	100.00	880.83
	PARK TREE TRUST TOTAL	11.61	51.42	100.00	51.42
	FIRE EQUIPMENT TOTAL	5,477.13	6,556.00	132,500.00	4.95
	LIBRARY TRUST TOTAL	112.99	1,239.78	14,700.00	8.43
	DEBT SERVICE TOTAL	46,777.01	62,761.95	489,400.00	12.82
	STREET ASSESSMENT TOTAL	1,215.55	23,816.09	172,000.00	13.85
	SCENE SHOP PROJECT TOTAL	60,788.94	61,087.15	666,000.00	9.17
	FITNESS CENTER PROJECT TOTAL	190.06	1,003,137.84	.00	.00
	WATER TOTAL	63,290.33	176,659.95	751,300.00	23.51
	WATER DEPOSIT TOTAL	1,040.00	2,720.00	15,000.00	18.13
	WATER EQUIPMENT REPLACE TOTAL	1,928.27	198,977.50	191,000.00	104.18
	SEWER TOTAL	84,945.67	242,528.01	1,053,100.00	23.03
	SEWER OPERATIONS TOTAL	42,000.00	148,000.00	770,000.00	19.22
	SEWER REPLACEMENT PROJ TOTAL	2,290.53	218,819.79	2,502,000.00	8.75
	SEWER SINKING TOTAL	6.37	28.23	29,000.00	.10
	PROPRIETARY CAP IMPROVE TOTAL	6,751.99	21,969.32	81,700.00	26.89
	YARDWASTE TOTAL	3,844.15	12,349.07	46,300.00	26.67
	SELF INSURANCE TOTAL	6,747.39	16,434.21	.00	.00
	TOTAL REVENUE BY FUND	892,241.56	3,598,516.58	14,032,500.00	25.64

ACCOUNT NUMBER	ACCOUNT TITLE	MDT BALANCE	YTD BALANCE	BUDGET	% SPENT
	GENERAL TOTAL	271,560.48	877,213.56	4,008,700.00	21.88
	HOTEL/MOTEL TAX TOTAL	1,500.00	9,750.00	25,000.00	39.00
	LOST PROJECT TOTAL	6,330.00	24,448.99	537,500.00	4.55
	EV CHARGING STATION TOTAL	40.28	101.04	1,000.00	10.10
	NUISANCE HOUSE TOTAL	743.00	1,480.32	8,000.00	18.50
	FIRE STATION BUILDING TOTAL	439.95	1,521.85	19,000.00	8.01
	EQUIPMENT REPLACEMENT TOTAL	.00	.00	1,000.00	.00
	OFFICE EQUIPMENT TOTAL	.00	.00	2,000.00	.00
	STREET TRUST TOTAL	.00	13,782.51	272,000.00	5.07
	THEATRE TRUST FUND TOTAL	60,000.00	60,000.00	60,000.00	100.00
	DRUG DOG TOTAL	95.87	6,720.68	26,200.00	25.65
	AIRPORT TRUST FUND TOTAL	.00	.00	53,500.00	.00
	CRESCO COMMUNITY FIRE TOTAL	6,523.14	29,066.59	93,300.00	31.15
	ROAD USE TAX TOTAL	40,093.23	194,612.87	633,600.00	30.72
	EMPLOYEE BENEFITS TOTAL	55,574.68	167,863.49	700,300.00	23.97
	LOCAL OPTION SALES TAX TOTAL	58,374.64	181,243.77	700,000.00	25.89
	REVOLVING LOAN TOTAL	.00	.00	50,000.00	.00
	CUSB HISTORIC DWNTOWN RLF TOTA	.00	45,000.00	120,700.00	37.28
	FITNESS CENTER TRUST TOTAL	.00	278.85	10,500.00	2.66
	PARK TRUST TOTAL	.00	4,600.00	.00	.00
	PARK TREE TRUST TOTAL	.00	.00	1,700.00	.00
	FIRE EQUIPMENT TOTAL	.00	.00	129,000.00	.00
	LIBRARY TRUST TOTAL	.00	1,072.21	5,500.00	19.49
	DEBT SERVICE TOTAL	.00	1,250.00	489,400.00	.26
	STREET ASSESSMENT TOTAL	.00	55,143.76	221,700.00	24.87
	SCENE SHOP PROJECT TOTAL	12,607.70	15,687.70	658,000.00	2.38
	WATER TOTAL	36,181.06	327,625.16	728,300.00	44.98
	WATER DEPOSIT TOTAL	2,093.15	3,129.62	15,000.00	20.86
	WATER EQUIPMENT REPLACE TOTAL	.00	.00	497,000.00	.00
	SEWER TOTAL	42,000.00	348,000.00	1,001,000.00	34.77
	SEWER OPERATIONS TOTAL	42,937.97	148,219.95	769,300.00	19.27
	SEWER REPLACEMENT PROJ TOTAL	63,596.93	90,786.59	2,496,000.00	3.64
	SEWER SINKING TOTAL	.00	.00	29,000.00	.00
	PROPRIETARY CAP IMPROVE TOTAL	53.19	192.43	1,900.00	10.13
	YARDWASTE TOTAL	421.00	3,928.42	146,600.00	2.68
	SELF INSURANCE TOTAL	5,978.82	7,732.05	.00	.00
	TOTAL EXPENSES BY FUND	707,145.09	2,620,452.41	14,511,700.00	18.06

THE CITY OF
Cresco
IOWA

130 N. Park Place Cresco, IA 52136
(563) 547-3101 FAX (563) 547-4525
www.cityofcresco.com

CITY OF CRESCO
CUSB Historic Downtown Cresco Revolving Loan Fund
Annual Report for Fiscal Year Ending June 30, 2024

BACKGROUND:

On August 21, 2023 by Resolution Number 082303, a Fund #162 was opened for the restricted use of creating a revolving loan for existing businesses to improve and rehabilitate historic downtown Cresco, Iowa

Donations of $270,000 were received from John Scott Thomson and Stephanie C. Thomson Community Reinvestment Fund and the Thomson Charitable Foundation.

Loans will be made for a maximum of $90,000 with a zero percent interest rate for two years. Interest shall then be charged at 3% for the next three years. Payments shall be amortized over a 5 or 10 year amortization schedule with a balloon payment due at the end of the 5 years.

Principal and interest payments shall be reinvested in this RLF Fund to be distributed out as new loans.

CURRENT OUTSTANDING LOANS:

Origination Date	Original Amount	Balance as of 6/30/24	Balloon Payment Due	Date of Balloon Payment	Total Interest Paid	Name of Borrower
11/15/2023	$20,000	$17,602	$0	12/15/2028	$553	Kubik Inc
11/15/2023	$50,000	$46,620	$23,921	12/15/2028	$2,890	Bam Sam Jam LLC
4/1/2024	$90,000	$88,750	$58,687	5/15/2029	$6,187	Stoltz LLC
Totals	$160,000	$152,972	$82,608		$9,630	

FUND ACTIVITY FOR FISCAL YEAR 7/1/2023 - 6/30/2024

8/22/2023	$135,000	Donation -John Scott Thomson and Stephanie C. Thomson Comm. Reinvest. Fund
8/22/2023	$135,000	Donation - Thomson Charitable Foundation
Aug-Jun 2024	$7,037	Bank Interest Earned (MMKT)
Dec-Jun 2024	$7,028	Principal Payments Received
	$284,065	Total Revenue Received
11/15/2023	($70,000)	Loan Advances
4/1/2024	($90,000)	loan Advance
	($160,000)	Total Cash Paid Out
6/30/2024	$124,065	Ending Fund Balance

ALCOHOLIC BEVERAGES DIVISION
State of Iowa

State of Iowa
Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
PUB NO.7 LLC	PUB NO 7	(563) 547-2516

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
110 North Elm Street		Cresco	Howard	52136

MAILING ADDRESS	CITY	STATE	ZIP
110 North Elm Street	Cresco	Iowa	52136

Contact Person

NAME	PHONE	EMAIL
ERIC MACDUFF	(563) 380-1782	pubno.7elm@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0050496	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Oct 15, 2024	Oct 14, 2025	

SUB-PERMITS

Class C Retail Alcohol License

ALCOHOLIC BEVERAGES DIVISION
State of Iowa

State of Iowa
Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

- **Individual Owners**

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
LESTER SEELYE	Cresco	Iowa	52136	OWNER	50.00	Yes
ERIC MACDUFF	Cresco	Iowa	52136	OWNER	50.00	Yes

Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
Illinois Casualty Co	Oct 15, 2024	Oct 15, 2025
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE

Effective 1/1/2022
Expires 12/31/2026

APPLICATION FOR TAX ABATEMENT UNDER THE AMENDED AND RESTATED (2016) CRESCO URBAN REVITALIZATION PLAN FOR CRESCO, IOWA

_____ **Prior Approval for Intended Improvements** ✓ **Approval of Improvements Completed**

FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE AMENDED AND RESTATED (2016) CRESCO URBAN REVITALIZATION PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF CRESCO, IOWA.

The Amended and Restated (2016) Cresco Urban Revitalization Plan allows property tax exemptions as follows:

Residential: All qualified real estate assessed as residential property is eligible to receive a one hundred percent (100%) exemption from taxation on the first seventy-five thousand dollars ($75,000) of actual value added by the eligible improvements. The exemption is for a period of five (5) years. Actual assessed value must increase at least 10% due to the improvements.

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

Commercial: All qualified real estate assessed as commercial property is eligible to receive a one hundred percent (100%) exemption on the actual value added by the eligible improvements. The exemption is for a period of three (3) years. Actual assessed value must increase at least 10% due to the improvements.

Multi-residential (Prior to January 1, 2022): All qualified real estate assessed prior to January 1, 2022 as commercial property or multi-residential property, if the commercial or multi-residential property consists of three or more separate living quarters with at least seventy-five percent of the space used for residential purposes, is eligible to receive a one hundred percent (100%) exemption from taxation on the actual value added by the eligible improvements constructed prior to January 1, 2022. The exemption is for a period of three (3) years. Actual assessed value must increase at least 10% due to the improvements.

In order to be eligible, the property must have been located in the Cresco Urban Revitalization Area when the improvements were made. The Area includes:

> All property located within the Cresco corporate limits as of March 21, 2016. Any property annexed into the City in the future shall automatically be included in the Area as of the effective date of the annexation.

*This application must be filed with the City by February 1st of the assessment year for which the exemption is first claimed, but not later than two (2) years after the February 1st following the year that the improvements are first assessed for taxation.

Address of Property: 1164 Cambridge St

Legal Description: Lots 2 of 5 + Lot 6 Blk 3 Websters Third addn.

Title Holder or Contract Buyer: Codey Hayek

Address of Owner (if different than above): _____

Phone Number (to be reached during the day): [redacted]

Email Address: [redacted]

Existing Property Use: ✓ **Residential** _____ **Commercial** _____ **Split (Commercial/Residential)**

_____ **Residential (with 3 or more units) Number of Separate Dwelling Units:** _____

Proposed Property Use: ✓ **Residential** _____ **Commercial** _____ **Split (Commercial/Residential)**

_____ **Residential (with 3 or more units) Number of Separate Dwelling Units:** _____

Nature of Improvements: ✓ **New Construction** ____ **Improvements to Existing Structure**

Specify: New House

Permit Number(s) from the City of Cresco:
Date Permit(s) Issued: 3/1/24 **Permit(s) Valuation:** $ -

Estimated or Actual Date of Completion: 10/1/24

Estimated or Actual Cost of Construction/Improvements: $ -,-

Signature: Codey Hayek

Name (Printed) Codey Hayek

Title: _____

Company: _____

Date: 9/27/24

This Application is a summary of some of the Plan terms; for complete information, read a copy of the AMENDED AND RESTATED (2016) CRESCO URBAN REVITALIZATION PLAN, available at City Hall.

This Application must be filed with the City Clerk at City Hall, 130 N Park Pl, Cresco IA 52136.

FOR CITY USE:

CITY COUNCIL	**Application Approved/Disapproved** **Reason (if disapproved)** _____ **Date** _____ **Attested by the City Clerk** _____
ASSESSOR	**Present Assessed Value of Structure** _____ **Assessed Value with Improvements** _____ **Eligible or Not Eligible for Tax Abatement** _____ **Assessor** _____ **Date** _____

STREET CLOSING/PARADE PERMIT

Application Date: 10/1/24 Name: Cresco Area Chamber of Commerce

Mail to Address: 101 2nd Ave SW, Cresco, IA 52136

Phone Number: 563-547-3434

List Streets to Close or Parade Route: 3rd Ave from 7th St E to N Elm St. N Elm St from 3rd Ave to 1st Ave. Line up Starts at the Fitness Center ends downtown.

Reason for Closure: Santa Parade

Event Date: 11/29/24 Time: (from) 3:30 pm (to) 5:00 pm

Signature of Applicant: Jason Kassmore Parade Starts at 4:00pm

INCLUDE A MAP MARKING THE STREET OR STREETS YOU WISH TO HAVE CLOSED AND THE INDEMNITY AND HOLD HARMLESS AGREEMENT

PARADE REGULATIONS ARE LISTED BELOW.

60.08 PARADES REGULATED. No person shall conduct or cause any parade on any street except as provided herein:

1. "Parade" Defined. "Parade" means any march or procession of persons or vehicles organized for marching or moving on the streets in an organized fashion or manner or any march or procession of persons or vehicles represented or advertised to the public as a parade.

2. Permit Required. No parade shall be conducted without first obtaining a written permit from the City Council. Such permit shall state the time and date for the parade to be held and the streets or general route therefor. Such written permit granted to the person organizing or sponsoring the parade shall be permission for all participants therein to parade when such participants have been invited by the permittee to participate therein. No fee shall be required for such permit. Permit forms are available at City Hall.

3. Parade Not a Street Obstruction. Any parade for which a permit has been issued as herein required, and the persons lawfully participating therein, shall not be deemed an obstruction of the streets notwithstanding the provisions of any other ordinance to the contrary.

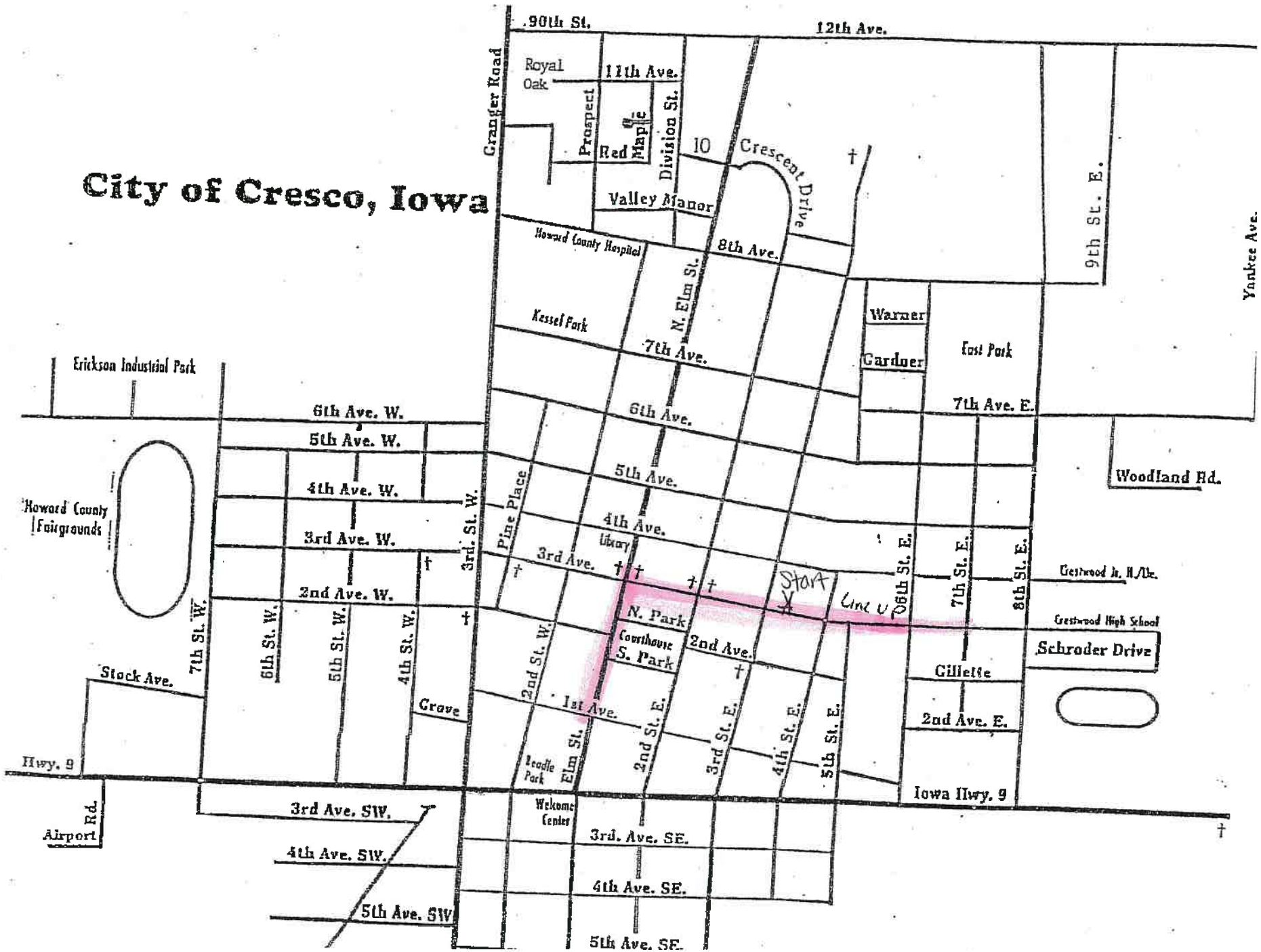
4. Control by Police and Firefighters. Persons participating in any parade shall at all times be subject to the lawful orders and directions in the performance of their duties of law enforcement personnel and members of the Fire Department.

****

City Council
Date Approved: _____ Signature: _____

CC: Ambulance____, Police Dept.____, Fire Dept.____, Street Dept.____

AN Santa Parade



STREET CLOSING/PARADE PERMIT

Application Date: 10/1/24 Name: Driftrunners, Inc.

Mail to Address: 617 4th Ave W; Cresco, IA; 52136

Phone Number: 563-605-0141

List Streets to Close or Parade Route: Permission for Designated Snowmobile Trail - On Bike trail from 7th St W to 4th St. W, then south on 4th St. W to Grove Ave, then on Grove Ave to 3rd St W, then on Short Ave to 2nd St SW, then south on 2nd St SW to alley by Lindstrom, then on the alley east to Super 8 Motel. Also from 7th St W on Stock Ave to HWY 9, then on Airport Road to the south until Vernon Road. Plus through the City Tree Dump Site on the North side of the property. We would also like to groom the bike trail by Fareway at times for sleds to use as a parking lot to get to downtown businesses.

Reason for Closure: Snowmobile Trail in the City of Cresco. The roads will not be closed to vehicles, just used for main snowmobile trail route throguh Cresco.

Event Date: From: November 15, 2024 Time: (from) _____ (to) April 1, 2025

Signature of Applicant: Brandon Plakt 10/1/24

INCLUDE A MAP MARKING THE STREET OR STREETS YOU WISH TO HAVE CLOSED AND THE INDEMNITY AND HOLD HARMLESS AGREEMENT

PARADE REGULATIONS ARE LISTED BELOW.

60.08 PARADES REGULATED. No person shall conduct or cause any parade on any street except as provided herein:

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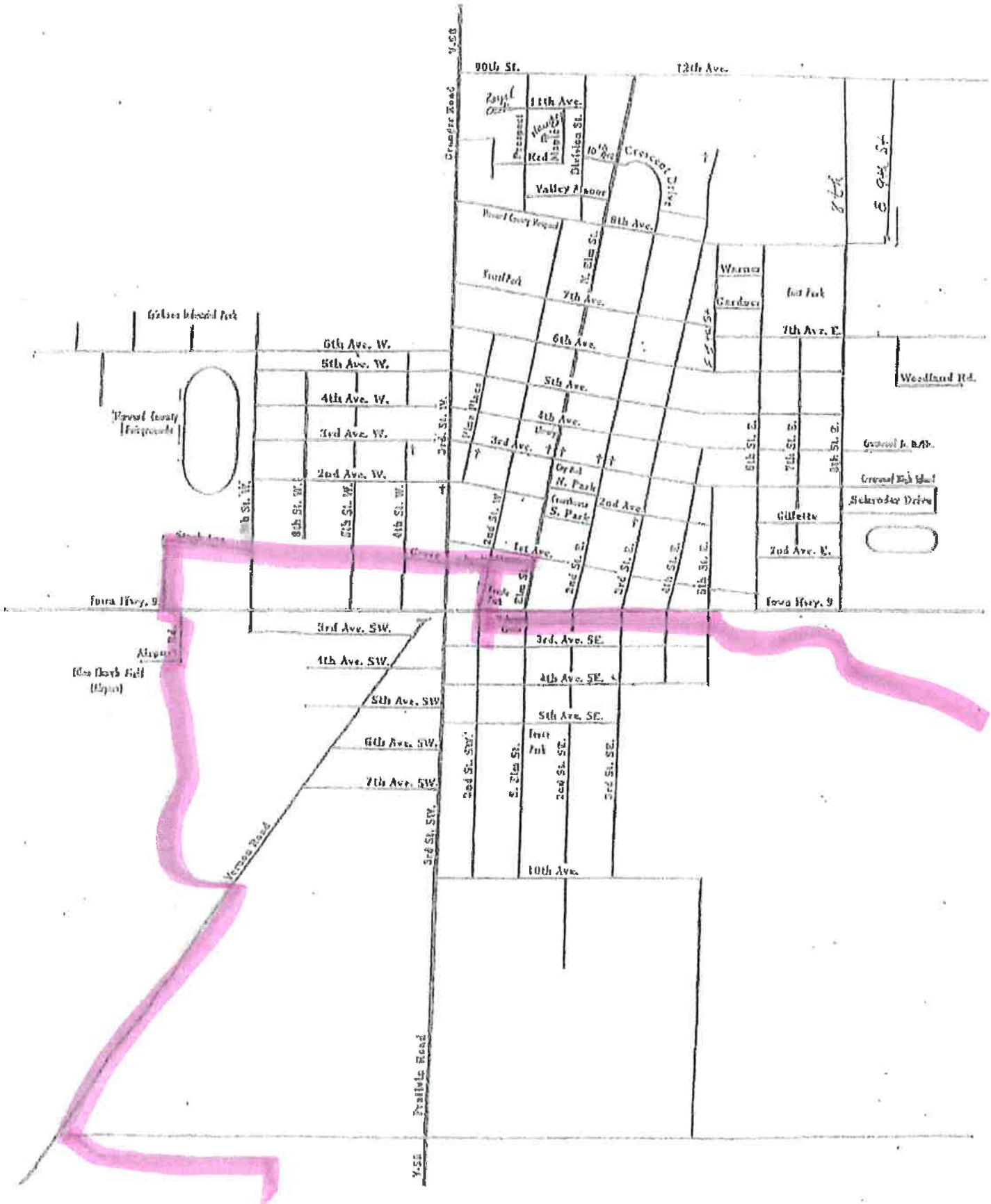
****

City Council
Date Approved: _____ Signature: _____

CC: Ambulance____, Police Dept.____, Fire Dept.____, Street Dept.____

City of Cresco, Iowa


90th St.
13th Ave.
11th Ave.
10th Ave.
Crescent Drive
8th Ave.
7th Ave.
6th Ave.
5th Ave.
4th Ave.
3rd Ave.
2nd Ave.
1st Ave.
6th Ave. W.
5th Ave. W.
4th Ave. W.
3rd Ave. W.
2nd Ave. W.
3rd Ave. SW.
4th Ave. SW.
5th Ave. SW.
6th Ave. SW.
7th Ave. SW.
3rd Ave. SE.
4th Ave. SE.
5th Ave. SE.
7th Ave. E.
Woodland Rd.
Gilletts
Iowa Hwy. 9
Grandee Road
Prairie Road
Vernon Road
Valley Manor
Crescent Park
Warner Gardens
Northern N. Park
Southern S. Park
Pioneer County Fairgrounds
Gilbert Memorial Park
Pine Place
Elm St.
Maple St.
Dickens St.
Prospect
Red Maple
Oak Park
Fair Park
Schroeder Drive
Ground Hog Blvd
Ground Log Mill
Ground Log Mill
Ground Log Mill

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH WHKS & CO. FOR THE SOUTH LIFT STATION ANALYSIS

The City Council of the City of Cresco met in regular session on October 7, 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 WHKS & Co. for professional services relating to the project described as the South Lift Station Analysis. 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 _____, 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 Alexander Fortune

ATTEST: _____
City Clerk Nicole Hill

whks

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Cresco** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **South Lift Station Analysis.**

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Design phase engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

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

Items 1 - 3 Billed Hourly with an Estimated Fee of $2,500.

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 October, 2024

City of Cresco		***WHKS*** *& CO.*	
By:	_____	By:	_____
Printed Name:	_____	Printed Name:	William Angerman, P.E.
Title:	_____	Title:	COO

whks

Exhibit A to Professional Services Agreement

A. Project Description:

The Client operates several sanitary sewer lift stations as part of its municipal sanitary sewer collection system. The Iowa Department of Natural Resources issued a letter of non-compliance to the Client on May 30, 2024 for sanitary sewer bypassing at the South Lift Station during wet weather. The Client desires to investigate and determine steps to prevent future bypassing from this lift station.

WHKS and City Staff met to discuss options and approaches for addressing the bypassing. It was determined that examining the lift station capacity would be the first item to be analyzed. The Project, as defined for this agreement, is a desktop analysis of the South Lift Station capacity. The outcome will be recommendation to the Client on feasibility of increasing the pumping capacity at the lift station.

B. Scope of Services Provided Under This Agreement:

1. Project Management and Meetings

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.

2. Research of Existing Conditions and Evaluation

- Calculate existing pumping capacity from Client's pump curve and wet well settings and using assumed forcemain roughness factors.
- Update this calculation with Client's drawdown testing data if it becomes available.
- Calculate approximate downstream collection system capacity and full flow based on existing LiDAR data, GIS data, and Client's observations of system performance during wet weather.
- Evaluate feasibility of increasing the lift station's pumping capacity based on the above-listed calculations.
- Evaluation of lift station electrical and controls is not included in this scope.

3. Preliminary Design

- Furnish a memorandum to Client documenting the existing conditions and feasibility of increased pumping capacity.

4. Final Design – Not included in this phase of the Contract.

5. Construction Administration – Not included in this phase of the Contract.

6. Construction Observation – Not included in this phase of the Contract.

C. **Special Engineering Services:**

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Final Design, Construction Administration, Construction Observation
2. Land surveying and platting
3. Easement research, plats or descriptions
4. Negotiation for easements or land acquisition
5. Special assessment assistance
6. Quality control testing and construction materials testing
7. Permits other than those identified above
8. Funding assistance, including grant and/or loan applications
9. Wetland Delineations or mitigation plans
10. Floodplain and hydraulic/hydrologic modeling
11. Water and/or sanitary sewer rate studies
12. Geotechnical design/recommendations
13. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
14. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
15. Structural evaluation and/or design
16. Bridge aesthetics
17. Attendance at additional meetings (other than those listed above)
18. Construction phase engineering services, including construction administration, staking, construction observation, preparation of record drawings and project close-out services

whks
engineers + planners + land surveyors

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Iowa will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07
Revised: 04/29/09

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH WHKS & CO. FOR THE SCENE SHOP ADDITION

The City Council of the City of Cresco met in regular session on October 7, 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 WHKS & Co. for professional services relating to the project described as the Scene Shop Addition. 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 _____, 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 Alexander Fortune

ATTEST: _____
City Clerk Nicole Hill

whks

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Cresco** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **Scene Shop Addition.**

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Design and construction phase engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

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

Items 1-3 - Lump Sum Fee of $6,500 including Expenses.

Items 4 - Billed Hourly with an Estimated Fee of $1,200. 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 October, 2024

City of Cresco		***WHKS*** *& co.*	
By:	_____	By:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____

whks

Exhibit A to Professional Services Agreement

A. Project Description:

The Project consists of an addition to the Cresco Theatre and Opera House. The new addition is approximately 66 feet by 38 feet and will replace the recently demolished building.

The City Council passed a resolution on February 20th, 2023, to enter into an agreement with Martin Gardner Architecture (MGA) for Phase II professional services. WHKS will assist MGA by providing site civil design and surveying services.

B. Scope of Services Provided Under This Agreement:

1. Project Management and Meetings

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Hold kick-off meeting with Client to discuss the project and review the scope.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.

2. Topographic Survey and Research of Existing Conditions

- Perform site topographical surveys to support new facilities.
- Locate property lines.
- Develop project control and base map for the project.
- Locate the existing underground utilities as located by the Iowa One Call locate system.
- Collect, obtain and review relevant information from the Client.

3. Preliminary and Final Design

- Prepare final construction documents. Project plan sheets to include the following: Utility and Grading Plan for the site improvements. Property lines to be shown on the plan sheets. No additional on-site storm water retention or treatment is planned for this site.
- Prepare opinion of probable construction cost on site improvements.

4. Construction Administration

- Provide construction administration assistance during construction including clarification of design details, review of shop drawings, and prepare change orders or RFI when required.
- Stake out property corners one time for building contractor.

5. Construction Observation, not included in this phase of the contract.

Provide resident project observation services during the construction of the project.

C. **Special Engineering Services:**

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Negotiation for easements or land acquisition
2. Special assessment assistance
3. Quality control testing and construction materials testing
4. Permits other than those identified above
5. Funding assistance, including grant and/or loan applications
6. Geotechnical design/recommendations
7. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
8. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
9. Structural evaluation and/or design
10. Bridge aesthetics
11. Attendance at additional meetings (other than those listed above)

whks

engineers + planners + land surveyors

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Iowa will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warrantles

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

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WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

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Revised 02/23/07
Revised: 04/29/09

2905 South Broadway
Rochester, MN 55904-5515
Phone: 507.288.3923
Email: rochester@whks.com
Website: www.whks.com

whks
engineers + planners + land surveyors

October 4, 2024

Ms. Niki Hill
City Clerk
City of Cresco
130 North Park Place
Cresco, IA 52136

RE: Cresco, IA
7th Street Reconstruction
Pay Request No. 9

Dear Niki:

Enclosed is Pay Request No. 9 for work on the above referenced project. We recommend payment in the amount of $72,917.65 to:

Generation X Construction, LLC
P.O. Box 490
Rushford, MN 55971

Please contact me if you have any questions.

Sincerely,

***WHKS** & CO.*

Scott Huneke, P.E.

Enclosure

cc: Ryan Oian, Generation X Construction, w/ enclosure
Gavin Wicks, Wicks Construction

2905 South Broadway
Rochester, MN 55904
Phone 507-288-3923

whks
engineers + planners + land surveyors

PARTIAL PAYMENT ESTIMATE

FOR CONSTRUCTION WORK COMPLETED

Project: 7th Street Reconstruction
Project No.: 9215.01
Location: Cresco, IA
Contractor: Generation X Construction, LLC

Bid Price: $3,401,312.00
Date: Oct. 4, 2024
Estimate #: 9
% Complete: 97%

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
1	Mobilization	1	L.S.	$195,000.00	1	-	1	$195,000.00
2	Remove HMA Pavement	1450	S.Y.	$7.00	1,317	166	1,483	$10,381.00
3	Remove Concrete Pavement	9625	S.Y.	$10.00	9,713	-	9,713	$97,130.00
4	Remove Concrete Driveway Pavement	1400	S.Y.	$10.00	1,513	-	1,513	$15,130.00
5	Remove Concrete Walk	50	S.Y.	$8.00	50	-	50	$400.00
6	Remove Watermain	2600	L.F.	$3.00	2,190	-	2,190	$6,570.00
7	Remove Sanitary Sewer Pipe	1140	L.F.	$3.00	1,030	25	1,055	$3,165.00
8	Remove Storm Sewer Pipe	860	L.F.	$10.00	950	-	950	$9,500.00
9	Remove Structure (Sanitary)	5	Each	$500.00	5	-	5	$2,500.00
10	Remove Structure (Storm)	9	Each	$500.00	9	-	9	$4,500.00
11	Remove Gate Valve & Box	17	Each	$400.00	17	-	17	$6,800.00
12	Remove Hydrant	5	Each	$500.00	5	-	5	$2,500.00
13	Salvage & Reinstall Sign	13	Each	$200.00	5	8	13	$2,600.00
14	Salvage & Reinstall Mailbox	15	Each	$50.00	-	15	15	$750.00
15	Salvage & Reinstall Bench	2	Each	$350.00	-	1	1	$350.00
16	Clearing & Grubbing	6	Tree	$1,500.00	6	-	6	$9,000.00
17	Class 10 Excavation (P)	4100	C.Y.	$10.00	4,100	-	4,100	$41,000.00
18	Class 12 Excavation	200	C.Y.	$15.00	244	-	244	$3,660.00
19	Storm Sewer Cleaning	1760	L.F.	$3.00	420	-	420	$1,260.00
20	Storm Sewer Televising	2600	L.F.	$2.00	1,375	-	1,375	$2,750.00
21	Storm Sewer Sediment Excavation	65	C.Y.	$20.00	49	-	49	$980.00
22	Topsoil Borrow (LV)	550	C.Y.	$20.00	525		525	$10,500.00
23	Highway Backfill Material	500	C.Y.	$35.00	500	-	500	$17,500.00
24	Subgrade Correction	1500	C.Y.	$30.00	196	-	196	$5,880.00
25	10" Modified Subbase (P)	3000	C.Y.	$35.00	3,000	-	3,000	$105,000.00
26	Aggregate for Pipe Foundation	300	C.Y.	$25.00	-	-	-	$0.00
27	Aggregate Surfacing	1300	S.Y.	$15.00	886	339	1,225	$18,375.00
28	4" HMA Pavement	375	Ton	$175.00	318.86	90.00	408.86	$71,550.50
29	6" Concrete Driveway Pavement	1250	S.Y.	$85.00	1,099	-	1,099	$93,415.00
30	6" PCC Pavement w/ Integral Curb (P)	7900	S.Y.	$60.00	7,985	-	7,985	$479,100.00
31	12" PCC Pavement w/ Integral Curb (P)	820	S.Y.	$145.00	855	-	855	$123,975.00
32	4" Concrete Walk	20	S.Y.	$85.00	-	-	-	$0.00
33	6" Concrete Walk	675	S.Y.	$95.00	703	-	703	$66,785.00
34	Detectable Warnings	64	S.F.	$68.00	63	-	63	$4,284.00
35	Exploratory Excavation	15	Hours	$350.00	0.5	12.5	13.0	$4,550.00
36	Hydrant	5	Each	$5,650.00	5	-	5	$28,250.00
37	6-Inch Gate Valve & Box	5	Each	$1,900.00	5	-	5	$9,500.00
38	8-Inch Gate Valve & Box	14	Each	$2,200.00	13	-	13	$28,600.00
39	10-Inch Gate Valve & Box	1	Each	$2,850.00	2	-	2	$5,700.00
40	6-Inch Watermain	60	L.F.	$60.00	88	-	88	$5,280.00
41	8-Inch Watermain	2270	L.F.	$65.00	2,260	-	2,260	$146,900.00
42	10-Inch Watermain	120	L.F.	$80.00	95	-	95	$7,600.00
43	Salvage & Reinstall 8" HDPE Watermain	80	L.F.	$80.00	80	-	80	$6,400.00
44	F & I Watermain Fittings	2500	lbs	$18.00	2,627	-	2,627	$47,286.00
45	Watermain Drop	1	Each	$5,000.00	2		2	$10,000.00
46	Connect to Existing Watermain	11	Each	$1,000.00	11	-	11	$11,000.00
47	1" Water Service	13	Each	$2,250.00	12	-	12	$27,000.00

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PARTIAL PAYMENT ESTIMATE

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Estimate #: 9
% Complete: 97%

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
48	Gate Valve Box - Top Section	2	Each	$450.00	3	-	3	$1,350.00
49	Temporary Water System	1	L.S.	$10,000.00	1	-	1	$10,000.00
50	4" Insulation	14	S.Y.	$50.00	10	-	10	$500.00
51	48-Inch Storm Manhole	4	Each	$3,500.00	4	-	4	$14,000.00
52	60-Inch Storm Manhole	5	Each	$4,250.00	5	-	5	$21,250.00
53	72-Inch Storm Manhole	5	Each	$5,500.00	5	-	5	$27,500.00
54	84-Inch Storm Manhole	3	Each	$28,500.00	3	-	3	$85,500.00
55	18-Inch Storm Sewer Apron	2	Each	$1,000.00	2	-	2	$2,000.00
56	36-Inch Storm Sewer Apron	1	Each	$4,250.00	1	-	1	$4,250.00
57	42-Inch Storm Sewer Apron	1	Each	$5,500.00	1	-	1	$5,500.00
58	Single Grate Intake	13	Each	$1,000.00	13	-	13	$13,000.00
59	Double Grate Intake	4	Each	$1,000.00	4	-	4	$4,000.00
60	6-Inch Clean Out W/ Valve Cover	1	Each	$425.00	1	-	1	$425.00
61	6-Inch PVC Subdrain	34	L.F.	$40.00	34	-	34	$1,360.00
62	48" x 18" HDPE/PP Tee	1	Each	$2,750.00	1	-	1.0	$2,750.00
63	42-Inch HDPE/PP Storm Sewer	1675	L.F.	$135.00	1,680	-	1,680	$226,800.00
64	15-Inch Storm Sewer	292	L.F.	$40.00	303	-	303	$12,120.00
65	18-Inch RCP Storm Sewer	56	L.F.	$55.00	56	-	56	$3,080.00
66	18-Inch Storm Sewer	686	L.F.	$55.00	642	-	642	$35,310.00
67	24-Inch Storm Sewer	34	L.F.	$60.00	34	-	34	$2,040.00
68	36-Inch RCP Storm Sewer	82	L.F.	$140.00	95	-	95	$13,300.00
69	36-Inch Storm Sewer	782	L.F.	$115.00	775	-	775	$89,125.00
70	42-Inch RCP Storm Sewer	154	L.F.	$210.00	171	-	171	$35,910.00
71	42-Inch Storm Sewer	315	L.F.	$175.00	310	-	310	$54,250.00
72	Connect to Existing Storm Sewer	3	Each	$1,500.00	5	-	5	$7,500.00
73	Furnish and Adjust Casting	1	Each	$1,000.00	1	-	1	$1,000.00
74	Rotate Structure Top Slab	1	Each	$850.00	1	-	1	$850.00
75	48-Inch Sanitary Manhole	4	Each	$5,000.00	4	-	4	$20,000.00
76	8" x 4" Wye	4	Each	$500.00	7	-	7	$3,500.00
77	8" x 6" Wye	4	Each	$600.00	1	-	1	$600.00
78	4" PVC Sanitary Service	90	L.F.	$55.00	362	-	362	$19,910.00
79	6" PVC Sanitary Service	90	L.F.	$65.00	18	-	18	$1,170.00
80	8" PVC Sanitary Sewer	1035	L.F.	$60.00	995	-	995	$59,700.00
81	Connect to Existing Sanitary Sewer	4	Each	$1,200.00	5	-	5	$6,000.00
82	Storm Drain Inlet Protection	24	Each	$250.00	4	20	24	$6,000.00
83	Temporary Rock Construction Entrance	1	L.S.	$750.00	-	1	1	$750.00
84	Turf Restoration - Temporary Seed	9950	S.Y.	$1.00	650	450	1,100	$1,100.00
85	Turf Restoration - Lawn Type	9950	S.Y.	$1.00	8,970	150	9,120	$9,120.00
86	EC Blanket	750	S.Y.	$2.50	-	20	20	$50.00
87	Traffic Control	1	L.S.	$8,500.00	0.95	0.05	1.00	$8,500.00
88	Detour Signage	1	L.S.	$14,000.00	1	-	1	$14,000.00
89	Dust Control - Water	240	Mgal	$25.00	-	-	-	$0.00
90	Dust Control - Product	90000	S.Y.	$0.20	8,400	-	8,400	$1,680.00
91	Seal Sinkhole	1	Each	$20,000.00	1	-	1	$20,000.00
92	Clearing & Grubbing	1.2	Acres	$5,000.00	1.2	-	1.2	$6,000.00
93	Remove Storm Sewer Pipe - Pond	85	L.F.	$50.00	85	-	85	$4,250.00
94	Pond Excavation	37600	C.Y.	$12.00	36,600	1,000	37,600	$451,200.00

2905 South Broadway
Rochester, MN 55904
Phone 507-288-3923

whks
engineers + planners + land surveyors

PARTIAL PAYMENT ESTIMATE

FOR CONSTRUCTION WORK COMPLETED

Project: 7th Street Reconstruction
Project No.: 9215.01
Location: Cresco, IA
Contractor: Generation X Construction, LLC

Bid Price: $3,401,312.00
Date: Oct. 4, 2024
Estimate #: 9
% Complete: 97%

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
95	Clean Course Sand	1300	C.Y.	$22.00	1,300	-	1,300	$28,600.00
96	Aggregate Road 8"	825	C.Y.	$35.00	725	100	825	$28,875.00
97	72" Outlet Control Structure and Trash Guard	1	L.S.	$25,000.00	1	-	1	$25,000.00
98	6" PVC Cleanout	15	Each	$450.00	9	-	9	$4,050.00
99	6" PVC Subdrain	17	L.F.	$50.00	-	-	-	$0.00
100	8" PVC Subdrain	60	L.F.	$55.00	61	-	61	$3,355.00
101	6" Perforated PVC Subdrain	1460	L.F.	$35.00	1,470	-	1,470	$51,450.00
102	8" Perforated PVC Subdrain	80	L.F.	$45.00	-	-	-	$0.00
103	6' Chain Link Fence W/ Privacy Slats	360	L.F.	$65.00	-		-	$0.00
104	Class D Revetment	160	C.Y.	$50.00	161	-	161	$8,050.00
105	Erosion Stone	5	C.Y.	$45.00	-	-	-	$0.00
106	Filtration Topsoil	440	C.Y.	$25.00	-	220	220	$5,500.00
107	Turf Restoration - Pond & Ditch	8	Acres	$3,000.00	8	-	8	$24,000.00
108	Turf Restoration - Cover Crop	6	Acres	$2,250.00	5		5	$11,250.00
109	Silt Fence	1000	L.F.	$2.00	10		10	$20.00
110	Silt Fence Ditch Check	2	Each	$100.00	-		-	$0.00
111	Filter Sock	6	Each	$100.00	8		8	$800.00
112	EC Blanket - Pond	3160	S.Y.	$3.00	2,989		2,989	$8,967.00
113	Turf Reinforcement Mat Type 4	2220	S.Y.	$17.00	1,250	-	1,250	$21,250.00
114	Inlet Protection - Pond Outlet	1	Each	$250.00	1	-	1	$250.00
	CHANGE ORDER ITEMS							
115	Wemark Extra Water and Sewer Service	1	Each	$6,400.00	1	-	1	$6,400.00
116	Wemark Extra 6" Driveway Apron	21	S.Y.	$85.00	21	-	21	$1,785.00
117	8" Concrete Driveway Pavement	157	S.Y.	$95.00	157	-	157	$14,915.00

Total Work Completed **$3,303,073.50**

Less 0.5% Retainage $16,515.37
Less Previous Payments $3,213,640.48

Net Payment this Estimate **$72,917.65**