

## NOTICE AND CALL OF PUBLIC MEETING

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA  
DATE OF MEETING: SEPTEMBER 16, 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 4, 2024

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. Resolution Authorizing the Mayor to Sign the 2024 Northeast Iowa Regional Housing Trust Fund Pledge Form
2. Resolution Authorizing the Mayor and City Clerk to Enter into a Water Tower Space Lease Agreement with MiBroadband
3. Second 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
4. Second 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
5. Third Reading of Proposed Ordinance 514 which Amends Chapter 165 of the Code of Ordinances of the City of Cresco, Iowa, Zoning Change for 114 7<sup>th</sup> Street West from M-1 to C-2
6. Approval of Ordinance No. 514 Rezoning 114 7<sup>th</sup> Street West from M-1 to C-2 in the City of Cresco, Iowa

7. Second Reading of Proposed Ordinance 516 which Amends Chapter 165 of the Code of Ordinances of the City of Cresco, Iowa, Zoning Change for 321 Vernon Rd from C-1 to R-2
8. Possible Motion to Waive the 3<sup>rd</sup> Reading of Proposed Ordinance 516
9. Possible Motion to Approve Ordinance No. 516 Rezoning 321 Vernon Road from C-1 to R-2 in the City of Cresco, Iowa
10. First 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
11. Possible Motion to Waive the 2<sup>nd</sup> and 3<sup>rd</sup> Readings of Proposed Ordinance 517
12. Possible Motion to Approve Ordinance No. 517 Pertaining to Nuisance Abatement Procedure Methods of Service and Habitual Offenders
13. Resolution Authorizing the Mayor to enter into a Facilities Use Agreement with Northeast Iowa Area Agency on Aging
14. 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
15. Discuss Camper and Boat Parking on City Streets
16. Resolution Approving Construction Contract and Bond for the Construction of the Cresco Wastewater Treatment Plant Age Related Equipment Replacement
17. Discuss Comprehensive Plan Update and Timeline

**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 SEPTEMBER 13, 2024.**

## Notes for September 16, 2024 Meeting

NEIRHT – This is the pledge form from Chris at the last Council meeting. The \$12,500 has been budgeted and we are agreeing to a one-year pledge.

MiBroadband – MiBroadband has antennas on the water tower and this lease is similar to the one with Upper Iowa Communications. The reinstallation was done with the requirements from the engineer.

Nuisance Ordinance #517 – This ordinance will update the methods of service and add the habitual offender's section. I did add the option to waive the 2<sup>nd</sup> and 3<sup>rd</sup> reading per Dave's request. I highly caution waiving readings, unless there is a strong argument as to why to waive it. Waiving readings takes away the public's chance to voice an opinion on an ordinance unless they see it the first time.

Mealsite – Park Board has approved and are recommending the extension of the mealsite lease at Kessel Lodge with the same terms as the prior year but for two years instead of one.

Urban Renewal Report – this report must be filed annually with the Department of Management. The report shows zero on the first page as we do not utilize TIF. Several of these areas are ones that are being removed due to the expiration dates in the 2024 Amendment to the Urban Renewal Plan. The report must be approved by Council by resolution prior to submitting it.

Camper & Boat Parking – Dave & Tim would like to review this ordinance and possibly make changes. I have included a copy of the parking and recreational vehicle ordinance.

Comprehensive Plan Update – last fall we received 3 proposals for updating the Comprehensive Plan. Upper Explorer land was \$21,209 less a 20% funding grant, MSA \$30,000 and CEDA \$23,041. Upper Explorerland is preparing to start the process. They would like to know when Council would like to formally start and if you want to try to make the process less than the typical 8-12 months as that was discussed a little during the presentations.

Niki

Mayor Pro-Tem Bouska called the Cresco City Council meeting to order on September 4, 2024 at 5:30 pm. Council Members Carman, Bouska, Fosaaen, 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 August 19, 2024 meeting; Special Class C Retail Alcohol License with outdoor service to Atomic Pizza Pub LLC d/b/a Atomic Pizza Pub (to expand outdoor service area for a memorial event) for September 14, 2024; Street Closing for portions of 2<sup>nd</sup> Avenue West for Steven Stone/Atomic Pizza Pub to expand their patio for a memorial event on September 14, 2024; Parade Permit for portions of Schroder Drive, 3rd Avenue East, and North Elm Street for the Homecoming Parade on September 27, 2024; Street Closing Permit for portions of Valley Manor Drive for a block party for Robbi & Vicki Howard on September 18, 2024; Street Closing for a portion of the alley between 112 and 114 North Elm Street for a celebration in a private parking lot on October 5, 2024. McConnell seconded and it passed all ayes.

Public Works Director Brenno reported: (a) Gen X will be finishing a few items on 7<sup>th</sup> Street West. They have started to mow the area around the retention basin. An additional tile line may be installed along the channel to allow the grass to grow. Sand will be added to the basin to help with drainage; (b) CIT will be doing several critical sewer main repairs on 9<sup>th</sup> Street East this week; (c) a sewer line is being installed on 1<sup>st</sup> Avenue East and 3<sup>rd</sup> Street East; (d) will be looking at an ordinance to help keep campers and boats from being parked on the street for extended periods of time.

Police Chief Ruroden submitted the August Police report. Assault, medical, and theft calls were all up. Officer Welper is at training with Emmy Lou. When he returns, she will be in service for the community. Met with Brody from Emergency Management and Bruce Fisher with Federal Signal to review current storm siren placement and explore options for a new siren. Bruce is suggesting to swap the sirens around a bit to get additional coverage. He will provide Council with coverage maps and new siren options at a future council meeting.

City Clerk Hill reported: (a) twenty tax abatements have expired this year and 26 are active with \$2,888,000 in abated values; (b) will be attending Northeast Iowa Regional League meeting; (c) will need to schedule worksession for union negotiations.

Bouska reported the Regional Housing Authority reported is going paperless which is decreasing processing time. Port-outs have increased by one. Sixty-two rent vouchers are active with people looking for housing. The waitlist for a family is now just a few weeks.

Mayor Pro-Tem Bouska recognized Lonny Lenehan with the Street Department on his service anniversary in September and thanked him for his 6 years of dedication and service to the City and residents.

Mayor Pro-Tem Bouska asked for comments from the audience and there were none.

Mayor Pro-Tem Bouska opened the Public Hearing to rezone property from C-1 to R-2. There were no written or oral comments and the public hearing was closed. The Planning and Zoning Commission unanimously recommended Council to approve the rezoning. Matt Brace with BDM Developers explained to Council that by rezoning it would allow 2 new condos to be built and to have a 30' setback. The current zoning requires a 45' setback.

Mayor Pro-Tem Bouska performed the first 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. Carman made the motion to approve the first reading. McConnell seconded and it passed all ayes.

Mayor Pro-Tem Bouska opened the public hearing on the proposed 2024 Amendment to the Urban Renewal Plan. There were no written or oral comments and the public hearing was closed.

McConnell made the motion to approve the Resolution Determining an Area of the City to be an Economic 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. Kriener seconded and it passed all ayes.

Mayor Pro-Tem Bouska performed the first 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. McConnell made the motion to approve the first reading. Kriener seconded and it passed all ayes.

Chris Troendle from Upper Explorerland explained the Northeast Iowa Regional Housing Trust fund. The NEIRHT receives funding from the State of Iowa and also receives \$8,000 from the City of Cresco and \$10,000 from Howard County and other communities. This is reinvesting in our tax base by helping low-to-moderate income families make improvements to their homes and providing down payment assistance to new homebuyers. In the past three years, the City of Cresco has invested \$24,000 and \$195,300 in projects have been completed. With increased funding from Iowa Finance Authority, the local match has increased. They are requesting an increase to \$12,500 with a three-year commitment. Hill explained that \$12,500 was in the FY25 budget and recommends reviewing on an annual basis during the budget process. Council appreciates what a great resource NEIRHT is for residents.

Angie Kolz from WHKS explained the amended Professional Services Agreement will provide services for the duration of the Age-Related equipment Replacement Project. Fosaaen made the motion to approve the 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 Project. Bouska seconded and it passed all ayes.

Hill explained Fehr Graham prepared a plan of action for the DNR on behalf of the Sewer Department. After reviewing the agreement, the Sewer Department would like additional time to review the agreement and information provided by WHKS prior to acting on the Professional Services Agreement. The resolution approving the agreement was tabled for a future meeting.

Mayor Pro-Tem Bouska performed the second 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 7<sup>th</sup> Street West. Carman made the motion to approve the second reading. Kriener seconded and it passed all ayes.

Mayor Pro-Tem Bouska performed the third reading of proposed Ordinance 512 which amends Chapter 91 of the Code of Ordinances of the City of Cresco, Iowa, pertaining to water meters. Carman made the motion to approve the third reading. Kriener seconded and it passed all ayes.

Carman made the motion to approve Ordinance No. 512 pertaining to water meters. Bouska seconded and it passed all ayes.

Mayor Pro-Tem Bouska performed the first 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. Carman made the motion to approve the first reading. Kriener seconded and it passed all ayes.

Bouska made the motion to approve a resolution establishing a Fund within the City's accounts - Fund #326 Wastewater Treatment Plant Age Related Equipment Replacement Project Fund. Carman seconded and it passed all ayes.

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

Carman moved to adjourn the Council Meeting at 6:34 pm. Kriener seconded and it passed all ayes. The next regular Cresco City Council meeting will be September 16, 2024, at 5:30 pm at Cresco City Hall.

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Mayor Pro-Tem Amy Bouska

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City Clerk Nicole Hill

Following is a list of claims approved for payment

PAYROLL		86,296.69	NEIA MOTORS	Svcs	2,118.38
AHLERS	Attny	1,171.00	O'HENRY'S	Supp	1,188.10
ALLIANT	Elec	11,559.90	POSTMASTER	Postage	751.09
ALLISON, DANIEL	Refund	41.33	RACOM	Supp	52.50
APARICIO, EDUARDO	DpRf	80.00	RELIANCE	Ins	168.00
BEST SERVICES	Svcs	619.99	SCHEAFER, JOHN	DpRf	80.00
BLACK HILLS	Gas	1,101.45	SCHNEIDER, BRUCE	DpAp	6.03
BOB'S ELECTRIC	Svcs	634.75	SOLUTIONS	Antivrius	205.44
BRUENING ROCK	Rock	2,854.88	SONY	Movie	1,317.50
CAMPSITE RV	LP	80.07	SPAHN & ROSE	Supp	81.17
CARRICO	Chems	933.34	STEVENSON, BROOKLYN	DeRf	80.00
CITY OF CRESCO	Util	1,508.92	STOVER, MICHAEL	DpAp	80.00
CR COUNTRY CLUB	Grant	1,500.00	TEAM LAB	Chems	1,137.00
CR SHOPPER	Ads	124.00	VERIZON	Wireless	1,317.77
CR TPD	Ads	672.13	VISA	Refund	-188.04
CULLIGAN	Svcs	48.64	WALTON, TIMOTHY	Svcs	1,550.00
DAKOTA SUPPLY	Supp	592.47	WARNER BROS	Movie	250.00
DC COMM	Phone	31.01	WHKS	Engr	30,432.33
DELUXE ECHOSTAR	Movie	80.00	WILCOX, MARY	DpAp	80.00
EMRG APPARATUS	Parts	87.25	WILSON THEATER	Svcs	150.00
EMPL BENE SYS	Fees	244.80	WINDRIDGE	Parts	1,063.18
FOSTER, BRADY	DpAp	80.00	WINDSTREAM	Phone	1,230.15
GALLS	Uniform	602.64	ZUBROD, REESE	DpAp	17.29
GILLETTE PEPSI	Concess	1,372.70	BY FUND:		
GILLUND ENTERPRISES	Supp	548.00	GENERAL		80,883.65
HELPING SERVICES	DpAp	80.00	HOTEL/MOTEL TAX		1,500.00
INSPIRE(D) MEDIA	Adss	435.00	FR STATION BLDG		133.53
IA DNR	Fees	1,275.00	DRUG DOG		24.46
IA DOT	Oil	3,566.15	CR COMM FIRE		1,289.66
IA LAW ACADEMY	Training	150.00	ROAD USE TAX		26,044.91
IMFOA	Training	250.00	EMPLOYEE BENEFITS		278.80
IA ONE CALL	One Call	54.90	FITNESS CENTER TRUST		1,006.10
ISU	Training	240.00	WATER		10,137.49
JOHN DEERE	Supps	715.89	WATER DEPOSIT		377.99
KEYSTONE LAB	Annalysis	1,104.50	SEWER OPERATIONS		14,369.81
LICKTEIG LAWN	Supp	85.00	SEWER REPLC PROJ		63,596.93
LOONEY LUTH	Show	1,650.00	CAP IMPROVE		37.55
MACQUEEN	Supp	533.28	YARDWASTE		93.78
MEHMERT TILING	Svcs	33,164.60			
METERING & TECH	Supp	122.26	TOTAL FUND		199,774.66
MLADY, JONELLE	DpAp	39.56	Revenue 8/20-9/4/24		220,302.63
NORTH CENTRAL LAB	Chems	274.67			

**CITY OF CRESCO  
CASH & INVESTMENT BY FUND  
AS OF AUGUST 31, 2024**

	CASH BALANCE	MONEY MKT BALANCE	CD BALANCE	OTHER BANK BALANCE	FUND BALANCE
001 General Fund	41,132.57	107,400.00	596,000.00	608,871.58	1,353,404.15
001 General Fund - Theatre	-	-	-	1,509.54	1,509.54
001 General Fund - Credit Card Processing	-	-	-	3,500.00	3,500.00
001 General Fund - RAGBRAI	-	-	9,466.51	-	9,466.51
002 General Fund-Hotel/Motel	2,398.69	23,000.00	7,000.00	-	32,398.69
022 Local Option Tax Project	55,376.90	171,000.00	1,500,000.00	914,771.90	2,641,148.80
060 EV Charging Station	1,187.81	3,000.00	6,000.00	-	10,187.81
065 Nuisance House Fund	396.35	10,200.00	-	-	10,596.35
078 Fire Station Building	849.33	10,500.00	15,000.00	-	26,349.33
087 Equipment Replace	835.97	1,000.00	4,000.00	-	5,835.97
090 Office/Computer Equip.	1,432.22	-	21,000.00	-	22,432.22
091 Street Equipment Trust	1,208.78	13,000.00	20,000.00	2,988.95	37,197.73
092 Theatre Trust	2,446.46	72,000.00	-	-	74,446.46
093 Drug Dog Fund	1,293.50	12,000.00	-	-	13,293.50
094 Airport Trust	1,318.26	54,000.00	80,000.00	-	135,318.26
098 Cresco Community Fire	943.58	43,000.00	40,000.00	-	83,943.58
110 Road Use Tax Fund	3,450.47	176,500.00	200,000.00	266,158.73	646,109.20
112 Employee Benefits Trust	2,215.79	97,000.00	500,000.00	256,748.92	855,964.71
119 Emergency Fund	-	-	-	-	-
160 CIDC/CityRevol.Loan-bus.	1,222.01	53,000.00	135,000.00	-	189,222.01
162 CUSB Historic Downtown RLF	-	-	-	83,077.02	83,077.02
177 Police Forfeiture Fund	240.13	-	-	-	240.13
183 Equip.Repair-Fitness Ctr	2,170.35	57,000.00	85,000.00	-	144,170.35
184 City Park Trust	1,669.25	5,000.00	16,000.00	-	22,669.25
185 Recreation Supply	-	-	-	-	-
186 Park Tree Trust	1,233.42	2,000.00	5,000.00	-	8,233.42
188 Fire Equipment Trust	925.56	16,000.00	65,000.00	-	81,925.56
189 Library Trust	1,475.14	30,000.00	80,000.00	-	111,475.14
200 Debt Service Fund	7,486.56	59,000.00	32,000.00	-	98,486.56
319 7th St W Assessment Project Fund	931.47	22,900.00	-	265,536.80	289,368.27
322 Scene Shop Project Fund	984.59	7,000.00	-	22,397.37	30,381.96
323 Water Tower / ARPA Grant Project	-	-	-	-	-
324 Downtown Crosswalk Project	-	-	-	-	-
325 Fitness Center Project	1,947.78	51,000.00	950,000.00	-	1,002,947.78
600 Water Utility Fund	3,336.62	64,800.00	50,000.00	35,318.48	153,455.10
601 Water Deposit Trust	1,157.33	13,000.00	20,000.00	-	34,157.33
602 Water Utility Replacement	2,260.24	39,000.00	450,000.00	420,598.31	911,858.55
610 MSSU Revenue	4,460.88	98,000.00	350,000.00	57,749.34	510,210.22
612 MSSU Operation/Maint	866.85	-	-	-	866.85
613 MSSU Replacement	3,056.30	140,000.00	805,000.00	501,189.31	1,449,245.61
614 MSSU Rev.Bond Int	775.56	1,000.00	38,000.00	-	39,775.56
620 Cap Imp Water, Sewer, Storm	1,431.22	3,000.00	150,000.00	-	154,431.22
670 Yard Waste Fund	1,246.24	29,000.00	80,000.00	-	110,246.24
820 Health Ins Partial Self Fund	-	-	142,070.19	54,276.90	196,347.09
<b>Totals</b>	<b>155,364.18</b>	<b>1,484,300.00</b>	<b>6,451,536.70</b>	<b>3,494,693.15</b>	<b>11,585,894.03</b>
	1%	13%	56%	30%	11,585,894.03

Checking Sweep - Cresco Bank & Trust (operating)	4.45%	155,364.18
Checking - CB&T (credit cards)	0.00%	3,500.00
Theatre Checking (CB&T)	0.00%	1,509.54
Money Market - Cresco Bank & Trust	4.45%	1,484,300.00
MMKT IPAIT	5.08%	858,033.02
MMKT CUSB	5.15%	2,577,373.69
MMKT Hlth Ins Partial Self Funded	4.45%	54,276.90
CD RAGBRAI - 18 mo - matures 3/15/25 (CB&T)	5.24%	9,466.51
CD Safe-T-Fund-1 yr -matures 11/20/24(CB&T)	5.34%	100,000.00
CD - 12 mth - matures 5/22/25 (CUSB)	5.10%	2,600,000.00
CD Safe-T-Fund-1 yr -matures 9/7/24(CB&T)	5.24%	42,070.19
CD - 12 mth - matures 8/26/25 (CB&T)	4.70%	3,700,000.00
<b>Grand Total Cash in Banks</b>		<b>\$ 11,585,894.03</b>



CALENDAR 8/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MDT BALANCE	YTD BALANCE	BUDGET	% SPENT
	GENERAL TOTAL	339,602.49	605,653.08	4,008,700.00	15.11
	HOTEL/MOTEL TAX TOTAL	6,250.00	8,250.00	25,000.00	33.00
	LOST PROJECT TOTAL	16,142.00	18,118.99	537,500.00	3.37
	EV CHARGING STATION TOTAL	31.85	60.76	1,000.00	6.08
	NUISANCE HOUSE TOTAL	353.65	737.32	8,000.00	9.22
	FIRE STATION BUILDING TOTAL	657.62	1,081.90	19,000.00	5.69
	MEDIACOM TOTAL	101.92	.00	.00	.00
	EQUIPMENT REPLACEMENT TOTAL	.00	.00	1,000.00	.00
	OFFICE EQUIPMENT TOTAL	.00	.00	2,000.00	.00
	STREET TRUST TOTAL	13,782.51	13,782.51	272,000.00	5.07
	THEATRE TRUST FUND TOTAL	.00	.00	60,000.00	.00
	DRUG DOG TOTAL	6,624.81	6,624.81	26,200.00	25.29
	AIRPORT TRUST FUND TOTAL	.00	.00	53,500.00	.00
	CRESCO COMMUNITY FIRE TOTAL	19,714.99	22,543.45	93,300.00	24.16
	ROAD USE TAX TOTAL	103,774.95	154,519.64	633,600.00	24.39
	EMPLOYEE BENEFITS TOTAL	62,142.80	112,288.81	700,300.00	16.03
	LOCAL OPTION SALES TAX TOTAL	57,198.49	122,869.13	700,000.00	17.55
	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	28.00	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	8.00	55,143.76	221,700.00	24.87
	SCENE SHOP PROJECT TOTAL	2,800.00	3,080.00	658,000.00	.47
	WATER TOTAL	258,577.40	291,444.10	728,300.00	40.02
	WATER DEPOSIT TOTAL	485.06	1,036.47	15,000.00	6.91
	WATER EQUIPMENT REPLACE TOTAL	.00	.00	497,000.00	.00
	SEWER TOTAL	261,000.00	306,000.00	1,001,000.00	30.57
	SEWER OPERATIONS TOTAL	60,874.96	105,281.98	769,300.00	13.69
	SEWER REPLACEMENT PROJ TOTAL	427.50	27,189.66	2,496,000.00	1.09
	SEWER SINKING TOTAL	.00	.00	29,000.00	.00
	PROPRIETARY CAP IMPROVE TOTAL	53.16	139.24	1,900.00	7.33
	YARDWASTE TOTAL	949.36	3,507.42	146,600.00	2.39
	SELF INSURANCE TOTAL	1,317.78	1,753.23	.00	.00
	TOTAL EXPENSES BY FUND	1,212,899.30	1,913,307.32	14,511,700.00	13.18

Revenue

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	% RECEIVED
	GENERAL TOTAL	197,636.43	392,687.61	3,979,800.00	9.87
	HOTEL/MOTEL TAX TOTAL	2,097.34	6,716.53	25,000.00	26.87
	LOST PROJECT TOTAL	68,882.50	138,141.99	660,000.00	20.93
	EV CHARGING STATION TOTAL	58.04	81.90	1,100.00	7.45
	NUISANCE HOUSE TOTAL	110.64	197.40	8,000.00	2.47
	FIRE STATION BUILDING TOTAL	118.51	8,259.49	19,400.00	42.57
	EQUIPMENT REPLACEMENT TOTAL	19.17	30.17	4,100.00	.74
	OFFICE EQUIPMENT TOTAL	14.95	172.85	4,200.00	4.12
	STREET TRUST TOTAL	4,679.31-	2,015.15	272,000.00	.74
	THEATRE TRUST FUND TOTAL	1,215.45	1,738.70	500.00	347.74
	DRUG DOG TOTAL	138.81	386.22	30,000.00	1.29
	AIRPORT TRUST FUND TOTAL	2,023.34	2,122.25	13,250.00	16.02
	CRESCO COMMUNITY FIRE TOTAL	497.94	23,601.90	93,300.00	25.30
	ROAD USE TAX TOTAL	50,310.23	94,549.52	539,000.00	17.54
	EMPLOYEE BENEFITS TOTAL	9,244.03	25,263.33	700,300.00	3.61
	LOCAL OPTION SALES TAX TOTAL	57,198.49	122,869.13	700,000.00	17.55
	REVOLVING LOAN TOTAL	3,420.93	5,962.04	20,850.00	28.59
	CUSB HISTORIC DOWNTOWN RLF TOTA	2,210.04	4,012.48	12,400.00	32.36
	FITNESS CENTER TRUST TOTAL	6,078.67	7,234.29	35,100.00	20.61
	PARK TRUST TOTAL	194.64	856.89	100.00	856.89
	PARK TREE TRUST TOTAL	33.76	39.81	100.00	39.81
	FIRE EQUIPMENT TOTAL	330.06	1,078.87	132,500.00	.81
	LIBRARY TRUST TOTAL	985.81	1,126.79	14,700.00	7.67
	DEBT SERVICE TOTAL	7,071.24	15,984.94	489,400.00	3.27
	STREET ASSESSMENT TOTAL	1,404.86	22,600.54	172,000.00	13.14
	SCENE SHOP PROJECT TOTAL	180.88	298.21	666,000.00	.04
	FITNESS CENTER PROJECT TOTAL	1,052.87	1,002,947.78	.00	.00
	WATER TOTAL	54,446.80	113,197.99	751,300.00	15.07
	WATER DEPOSIT TOTAL	640.00	1,680.00	15,000.00	11.20
	WATER EQUIPMENT REPLACE TOTAL	192,508.07	197,049.23	191,000.00	103.17
	SEWER TOTAL	77,474.61	157,410.71	1,053,100.00	14.95
	SEWER OPERATIONS TOTAL	61,000.00	106,000.00	770,000.00	13.77
	SEWER REPLACEMENT PROJ TOTAL	203,647.99	216,529.26	2,502,000.00	8.65
	SEWER SINKING TOTAL	18.54	21.86	29,000.00	.08
	PROPRIETARY CAP IMPROVE TOTAL	7,735.85	15,217.33	81,700.00	18.63
	YARDWASTE TOTAL	4,288.62	8,505.04	46,300.00	18.37
	SELF INSURANCE TOTAL	4,946.30	9,686.82	.00	.00
	TOTAL REVENUE BY FUND	1,014,557.10	2,706,275.02	14,032,500.00	19.29

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

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE  
2024 PLEDGE FORM FOR NORTHEAST  
IOWA REGIONAL HOUSING TRUST FUND (“NEIRHTF”)**

WHEREAS, the City of Cresco and Northeast Iowa Regional Housing Trust Fund (NEIRHTF) will jointly coordinate efforts of achieving the goals of providing access to well-maintained, safe, and affordable housing for individuals and families with limited resources in both the rural and urban areas of the Northeast Iowa counties of Allamakee, Clayton, Howard, and Winneshiek and the City of Cresco; and

WHEREAS, the Program Manager of NEIRHTF will determine and oversee the policies and activities; and

WHEREAS, the City of Cresco pledges to contribute 12,500.00 in Fiscal Year 2025 to NEIRHTF,

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized and directed to sign the 2024 Pledge Form with NEIRHTF to provide access to well-maintained, safe, and affordable housing for individuals and families with limited resources to individuals and families in Cresco, Iowa.

Council Person \_\_\_\_\_ moved the adoption of the foregoing Resolution Authorizing the Mayor to sign the 2024 Pledge Form with NEIRHTF. Council Person \_\_\_\_\_ seconded said motion. A roll call vote was requested by the Mayor and said roll call vote resulted as follows:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Thereupon, the Mayor declared said Resolution duly passed and announced that the pledge dated September 16, 2024, between the City of Cresco and NEIRHTF is approved and that the Mayor is authorized to sign the pledge form on behalf of the City of Cresco.

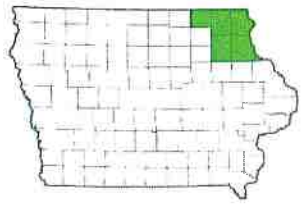
PASSED AND APPROVED THIS 16<sup>th</sup> DAY OF SEPTEMBER, 2024.

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

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



Northeast Iowa Regional Housing Trust Fund
Serving: Allamakee, Clayton, Fayette, Howard, and Winneshiek Counties



Name: City of Cresco
Address: 130 N. Park Pl
City: Cresco State: IA Zip: 52136
Telephone Number: 563-547-3101 Email: cityclerk@cityofcresco.com
Cell Phone Number:

Please indicate: [ ] Check [ ] Other:

Signature:

\*\*\*UERPC Housing Inc. is a 501(c)(3) non-profit organization. All gifts are tax deductible to the extent of the law. To request a letter if you are filing a itemized tax return please call 563-382-6171 ext. 1210

In order to support the NEIRHTF, I/we, the undersigned donor(s), enter into this charitable contribution agreement, this 6th day of September, 2024 to contribute to the NEIRHTF the sum of \$ 12,500.00.

This gift is to be paid: [ ] 3 years Annually [x] one year Other
installments of \$ each. NEIRHTF will invoice on August 1st each year indicated

I/we understand that the Northeast Iowa Regional Housing Trust Fund is relying upon timely payment of this contribution to meet financial obligations and may be pledged to the Northeast Iowa Regional Housing Trust Fund to serve as collateral for an interim loan made to finance the project. I/we further understand that this agreement shall be interpreted under the laws of the State of Iowa and that this contribution obligation is legally binding on me/us and my/our estate(s). The Northeast Iowa Regional Housing Trust Fund reserves the right to use this and all gifts for general needs annually relating to the operating expenses specific to the Northeast Iowa Regional Housing Trust Fund.

Donor Signature: Date:

Notes:

Please make gifts payable to:
Northeast Iowa Regional Housing Trust Fund



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

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK  
TO ENTER INTO A WATER TOWER SPACE LEASE AGREEMENT  
WITH MIBROADBAND, LLC**

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

Council member \_\_\_\_\_ moved the adoption of the foregoing Resolution Authorizing the Mayor and City Clerk to enter into a WATER TOWER SPACE LEASE AGREEMENT. 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 \_\_\_\_\_, 2024, between the City of Cresco and MiBroadband, LLC is approved and that the Mayor and City Clerk are authorized to execute the agreement on behalf of the City of Cresco.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

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

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

**WATER TOWER SPACE LEASE AGREEMENT**

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**By and Between**

**City of Cresco, Iowa**

**and**

**MiBroadband, LLC**

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**WATER TOWER SPACE LEASE AGREEMENT**

THIS AGREEMENT, made the even date herewith, by and between The City of Cresco (the "Lessor") and MiBroadband, LLC (the "Lessee").

**PREAMBLE**

WHEREAS, Lessor is the owner and operator of a Water Tower (the "Water Tower"), the location, height and description of which are more particularly described in Attachment "A" hereto, which Water Tower is used by Lessor, in part, as part of its municipal water system; and

WHEREAS, Lessee is desirous of leasing space on the Water Tower from Lessor upon the terms and under the conditions set forth herein;

NOW THEREFORE, in consideration hereof, the parties do hereby agree as follows:

**ARTICLE I**

**LEASED PREMISES**

**Section 1.1 Leased Premises.** In consideration of the term, rent and provisions hereof, the Lessee shall have the right to place, attach, affix and locate that equipment and related appurtenances, apparatus and facilities (the "Equipment") at the Water Tower Site on the Water Tower as are all more particularly described on Attachment "B" hereto. The Equipment shall be placed and located at the Water Tower Site and on the Water Tower in the manner set forth herein. The Equipment shall be located and placed at the locations at the Water Tower Site and on the Water Tower as are also described on Attachment "B".

**Section 1.2** Reservation of Rights. Consent by the Lessor to the use, attachment or placement of the Equipment described on Attachment "B" at the Water Tower Site or in the Water Tower is in no manner intended or deemed to be an approval, endorsement or acceptance by the Lessor of such equipment for the intended purposes hereof. Lessor reserves and maintains the right to require the Lessee to, at Lessee's expense, modify, replace or move such Equipment as may be placed on the Water Tower as provided herein, so as to accommodate future growth requirements of Lessor's system located at the Water Tower Site. The Lessor further reserves the right to require the Lessee, at Lessee's expense, to modify, replace or move Lessee's Equipment located in the equipment building or to move such Equipment to an adjacent equipment building structure.

## ARTICLE II

### TERM

**Section 2.1** Initial Term. The initial term of this lease shall be for a period of one(1) year, commencing as of the date hereof (the "Commencement Date").

**Section 2.2** Renewal Terms. This Lease shall automatically renew for successive terms of one (1) year subject to the terms and provisions hereof. In the event that the Lessor or the Lessee does not wish to renew this Lease, it shall file written notice with the other party not less than 90 days prior to the end of the then current term of its intention not to renew this Lease.

## ARTICLE III

### RENT

**Section 3.1** Base Rent. During the initial term of this Lease, Lessee shall pay to Lessor, as base rent hereunder, the sum of \$418.80 annually on or before October 31, 2024. Said rent shall increase by 3% per year for the duration of this lease, likewise payable October 1 of each successive year of this lease.

**Section 3.2** Electricity. During the initial term of this Lease, Lessee shall pay to Lessor, as reimbursement for access to electricity, the sum of \$251.30 annually on or before October 31, 2024. Said electricity rate shall increase by 3% per year for the duration of this lease, likewise payable October 1 of each successive year of this lease.

## ARTICLE IV

### INSTALLATIONS, MAINTENANCE AND ACCESS

**Section 4.1** Lessee's Installations. Lessee shall be responsible for the proper placement, location and installation of all Equipment described on Attachment "B" and any future equipment authorized by Lessor. Lessee shall, within the time specified by the Lessor, make any modifications

or adjustments to such installations as may be directed by Lessor. All proposed structural changes to the Water Tower necessary to locate, affix and place the Lessee's Equipment shall first be approved, in writing, by Lessor's engineers or engineers approved by the Lessor. All installation shall be subject to inspection and approval by Lessor or its agents.

**Section 4.2 Lessee's Maintenance and Repairs.** Lessee shall be solely responsible for the maintenance of and repairs to its Equipment at the Water Tower Site or on the Water Tower and shall bear all maintenance and repair costs and expenses related thereto. Lessee shall maintain its Equipment in accordance with reasonable engineering standards to assure operation of the same are in compliance with the requirements of the FCC and all other public authorities with jurisdiction over Lessee's operations. Lessee shall be responsible for any damage to the Lessor's facility or to the equipment of the Lessor or any other Lessee that may result during such maintenance or repair operations.

**Section 4.3 Installation and Maintenance Standards.** All equipment located on the Water Tower Site and installed on the Water Tower shall be installed and maintained in accordance with the Water Tower Equipment Installation and Maintenance Standards attached and annexed hereto as Attachment "D".

**Section 4.4 Lessor's Maintenance.** Lessor shall keep and maintain the Water Tower Site and Water Tower in such condition as to permit Lessee's continued usage thereof as contemplated hereunder, except in cases of emergency, disaster or other circumstances beyond Lessor's control. Lessee agrees to remove equipment, if necessary, for the Lessor to perform maintenance on the Water Tower. Lessor and Lessee will work together to minimize the disruption for either party.

**Section 4.5 Access.** The Lessee shall have open and unrestricted access to the Water Tower Site and the base station located thereon to effect repairs to the Lessee's base station equipment. No contractor, agent or employee of the Lessee shall ascend the Water Tower without the prior written consent of the Lessor and without first completing and executing the Request for Authorization set forth at Attachment "E", attached hereto. The Lessor shall provide the Lessee with the names and telephone numbers of Lessor's employees, agents or otherwise designated representatives for notification purposes.

**Section 4.6 Additional Equipment.** After the original installation of the Equipment, no Equipment changes shall be made on the Water Tower without the prior written consent of the Lessor. The Lessee may expand its Water Tower Equipment during the term hereof if space and Loading capacity are available, and if written permission from Lessor is granted. The rental provisions hereof shall be adjusted accordingly on the basis of the rates then in effect.

**Section 4.7 Lighting and Marking Responsibilities.** The Lessor shall be responsible for compliance with all Water Tower and building marking and lighting requirements which may be required by the rules and regulations of the Federal Aviation Administration (FAA) or the Federal Communications Commission (FCC) without regard to any measures which may be taken by any Lessee to monitor the Water Tower and/or notify the FAA of light failures. Lessee shall be entitled to install and monitor their own automatic circuit alarm or otherwise monitory compliance with FAA and FCC regulations, which monitoring shall in no way relieve the Lessor or its obligations



hereunder. If, after written notice from the Lessee of defective conditions with respect to FAA and FCC lighting and marking requirements, the Lessor fails to implement corrective measures, the Lessee may implement such corrective measures at the Lessor's expense. The Lessor shall indemnify and hold harmless the Lessee from any fines, forfeitures, civil or criminal penalties or other liabilities caused by the Lessor's failure to comply with FCC or FAA Water Tower and lighting marking requirements.

## ARTICLE V

### INSURANCE, INDEMNIFICATION, DAMAGE AND CONDEMNATION

**Section 5.1 Lessor's Insurance.** The Lessor shall keep and maintain comprehensive public liability and property damage insurance in and for the Water Tower Site and Water Tower to cover the same against loss or damage occasioned by fire, extended coverage perils and such other hazards as may be occasioned by Lessor's operation of the Water Tower in an amount not less than One Million (\$1,000,000.00) Dollars. Lessor shall also maintain public liability insurance against bodily injury or death and for damage to property suffered by others as a result of its operation of the Water Tower in an amount not less than One Million (\$1,000,000.00) Dollars.

**Section 5.2 Lessee's Insurance.** The Lessee shall procure and maintain comprehensive public liability and property damage insurance covering all matters related to work to be done by and on behalf of the Lessee or any way arising out of Lessee's use and occupancy of the Water Tower Site and Water Tower, covering all Lessee's operations and activities on or in connection with the Water Tower Site and Water Tower with a single limit of not less than One Million (\$1,000,000.00) Dollars, naming the Lessor as an additional insured. Lessee shall provide all employees with worker's compensation insurance and shall employ subcontractors who carry adequate public liability insurance insuring Lessor and Lessee and the subcontractors against any injury to persons or property or loss of life arising out of the installation and use of the Equipment with a single limit of not less than One Million (\$1,000,000.00) Dollars. Lessee shall furnish Lessor with certificates evidencing such insurance and stating such coverage shall not be canceled or changed unless Lessee has first been given 30 days prior written notice thereof.

**Section 5.3 Indemnity.** The Lessee does hereby agree to assume all risk of and responsibility for and does hereby agree to indemnify and save harmless the Lessor from and against any and all claims, demands, suits, actions, recoveries, judgements, costs and expenses in connection therewith, made, brought or obtained on account of the loss of life, property, injury or damage to personal property of any person or persons whomsoever, whether such person or persons be the Lessor, its officers, directors, agents or employees, or any contractor or subcontractor employed by the Lessor or the Lessee, their officers, directors, agents, or employees or any third person, which injury, loss of life or property shall be due to, arise out of or result from or in any way be connected with the Lessee's use of the Water Tower Site, the Water Tower or any work done in relation thereto.

**Section 5.4 Water Tower Damage.** If the Water Tower or Water Tower Site is damaged for any reason, other than Lessee's actions or negligence, so as to render the property substantially

unusable for its intended purpose as a Water Tower Site, rent shall abate for such period while the Lessor, at Lessor's expense, restores the Water Tower, the Water Tower Site, or any improvements located thereon to the condition that existed prior to such damage; provided that at the Lessor's option, the Lessor may elect to notify the Lessee within ten (10) days after such damage that the Lessor elects to terminate this Agreement as of the date of such damage. In the event that it shall be determined that it shall take more than ninety (90) days after the date of such damage for the Lessor to restore such property to its condition prior to such damage, then, on or after the ninetieth (90th) day, following such damage, the Lessee shall have the right to terminate this Agreement, effective as of the date of such damage.

If the Water Tower Site or Water Tower is damaged due to any action or negligence on the part of Lessee, Lessee agrees to repair or replace the Water Tower or Water Tower Site at Lessor's discretion and at Lessee's expense, immediately. Rent shall not abate during such period of repair or replacement.

**Section 5.5 Condemnation.** If the entire Water Tower Site or a substantial portion thereof, so as to render the Water Tower Site unusable for its intended purpose, shall be taken under the power of eminent domain, or sold under the threat of the exercise of such power, this Lease shall, at the option of either party hereto, be terminated upon sixty (60) days prior written notice.

**Section 5.6 Interruption of Service.** Lessor shall not be responsible, accountable or liable for any interruption in service of loss or use of the Water Tower or related facilities resulting from actions, occurrences or events which are beyond the Lessors control or are caused or brought about by third parties.

## ARTICLE VI

### INTERFERENCE

**Section 6.1 Definition.** "Interference" shall mean either a material impairment of the quality of the sound signals or transmission and reception activity of a party using the Water Tower or a condition which constitutes interference with the meaning of the provisions of the recommended practices of the Electronics Industries Association ("BIA") and the rules and regulations of the Federal Communications Commission ("FCC") then in effect.

**Section 6.2 Lessee's Covenants.** The Lessee covenants and agrees that its equipment, installation and maintenance will:

- (A) In no way damage the Water Tower, Water Tower Site or any improvements, accessories or appurtenances thereon.
- (B) Not interfere with the operation of the Lessor's equipment or the equipment of the other tenants currently on the Water Tower; and, in the event the Lessee causes interference with the Lessor's equipment, the Lessee shall promptly take all steps necessary to correct and eliminate such interference within the time specified in Section 6.4(b).

- (C) Not interfere with the Lessor's Water Tower and Water Tower Site maintenance operations.
- (D) Comply with all applicable rules and regulations of the Federal Communications Commission and state and local electrical codes.

**Section 6.3 Avoidance of Interference.** The parties hereto shall cooperate to avoid and eliminate any interference. In the event interference occurs, the parties whose operations caused such interference shall be required to remove such interference, regardless of which installation was first constructed. Except for interference arising from the failure to follow recommended practices of the EIA and the rules and regulations of the FCC arising with respect to the initial installation by Lessee of its Equipment, Lessee shall be responsible for taking such steps as may be reasonably necessary to prevent interference with the existing facility located on the Water Tower. If interference attributable to the Lessee cannot be eliminated, this Lease may, at the option of any party hereto, be terminated upon thirty (30) days prior written notice thereof.

**Section 6.4 Interruption of Service.** In the event of interference resulting from Lessee's operations and use of the Water Tower, Lessor may, in its sole discretion:

- (A) Direct Lessee, at Lessee's expense, to eliminate such interference;
- (B) The Lessor may disconnect the Lessee's equipment, after a 24-hour verbal notice, until interference caused by the Lessee can be corrected; or,
- (C) Temporarily interrupt and terminate Lessee's use of the Water Tower until such interference is eliminated, with no liability on the part of the Lessor for such actions.

**Section 6.5 Quiet Enjoyment.** Lessee shall, and shall further require all lessees using the Water Tower Site to comply with the current FCC rules and regulations concerning installation, maintenance and operation of their equipment at the Water Tower Site and on the Water Tower. During the term of this Agreement, the Lessor will not grant a lease to any other party if such lease would in any way affect or interfere with this Lessee's use of the Water Tower Site, Water Tower and the installation, maintenance and operation of its equipment thereon.

## ARTICLE VII

### TAXES AND UTILITIES

**Section 7.1 Lessor's Taxes.** Lessor shall pay all real estate taxes, special assessments and improvement bonds levied and assessed against the Water Tower Site; and, shall pay all personal property taxes levied or assessed against the Lessor's personal property located at the Water Tower Site or in the Water Tower.

**Section 7.2 Lessee's Taxes.** Lessee shall be responsible for payment of all personal property taxes levied or assessed against its Equipment located at the Water Tower Site.

**Section 7.3 Utilities.** Lessor shall supply electrical power at the base of the Water Tower. Lessee agrees to pay an annual fee for the use of such electricity as set forth in Section 3.2 of this agreement.

## ARTICLE VIII

### ENVIRONMENTAL COMPLIANCE

**Section 8.1 Hazardous Substances and Materials.** At no time during the term hereof shall the Lessee store, place, leave or deposit at the Water Tower Site any substance or material which, if known to be present on or at such property, would require cleanup, removal or some other remedial action under any federal, state or local law, including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants or processed waste water or otherwise relating to the environmental hazardous substances, including, but not limited to, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency and regulations of any State Department of Natural Resources or State Environmental Protection Agency now or at any time hereinafter in effect (the "Environmental Laws"), unless such use of hazardous or toxic substances or materials fully conform to the regulations of the State of Iowa and the Federal Environmental Protection Agency.

**Section 8.2 Application of Indemnity Provisions.** Notwithstanding the provisions of Section 8.1, any permitted use of hazardous or toxic substances or materials by the Lessee on the Water Tower Site shall not limit nor have any effect upon the indemnity provisions set forth in Section 5.3 hereof, or any other indemnity provisions herein.

**Section 8.3 Compliance With Environmental Laws.** The Lessor represents and warrants that, to the best of its knowledge, the Water Tower site, as of the initial date of the Lease, is in compliance with current environmental laws and regulations. The Lessor is not aware of any asbestos located in or on any building on the Water Tower Site.

## ARTICLE IX

### DEFAULTS AND REMEDIES

**Section 9.1 Events of Default.** If any one or more of the following events occur, it is hereby defined as and declared to be an "Event of Default":

- (A) Default in the due and punctual payment of any rental obligation hereunder, which failure shall continue for a period of ten (10) days following written notification thereof;
- (B) Default in the performance or observation of any term, provision or covenant of this

Lease, which default shall not have been cured within ten (10) days after the written notice thereof from the Lessor or upon such other time as may be specified by the Lessor in the event of a hazardous condition interference;

- (C) Lessee shall fail to vacate the premises immediately upon the termination of this Lease or upon termination of Lessee's right to possession and use hereunder;
- (D) Lessee shall become insolvent; or be unable, or admit in writing to its inability, to pay its debts as they mature; or make a general assignment for the benefit of creditors; or become the subject, either voluntarily or involuntarily, of a "court order"; or become the subject of any federal or state bankruptcy or insolvency proceeding; or
- (E) Lessee shall, by a continuing condition, repeated actions or inactions, or a course of conduct that in any way interferes with, restricts, limits or adversely affects Lessor's use or the use by any of Lessor's other tenants or licensees, of the Water Tower or the facilities and improvements located at the Water Tower Site, which default by the Lessee shall not be permanently terminated within ten (10) days after written notice thereof from the Lessor.

**Section 9.2 Remedies.** Upon the occurrence of any Event of Default, Lessor may pursue any available remedy at law or in equity, including, but not limited to, termination of Lessee's right to possession hereunder without termination of this Lease.

## ARTICLE X

### TERMINATION

**Section 10.1 Termination.** This Agreement may be terminated upon the mutual agreement of the parties hereto in the event of the following:

- (A) The Lessor is unable to eliminate interference, as defined in Section 6.1, that may be caused to the Lessee's system, which interference substantially interferes with the Lessee's operation or its system at the Water Tower Site.
- (B) Where the Lessee is unable to eliminate interference, as defined in Section 6.1 caused by the operation of its system to other systems located on the Water Tower Site.

**Section 10.2 Removal of Property.** Upon any termination of this Lease, whether by lapse of time or otherwise or upon any termination of Lessee's rights to possession without termination of the Lease, Lessee shall surrender possession and vacate the water Tower and Water Tower Site immediately and remove therefrom any and all Equipment belonging to the Lessee within forty-five (45) days after the date of termination. In the event Lessee fails to remove its Equipment, Lessee hereby grants Lessor full and free license in such event, with process of law, to remove Lessee's property and Equipment from the Water Tower and Water Tower Site and that the costs of such removal shall be paid by the Lessee.

**Section 10.3 Damages.** Upon any termination of this Lease, whether by lapse of time or

otherwise, Lessor shall be entitled to recover as damages, the present value of all unpaid rent remaining due, including any amounts treated as additional rent, and other sums due and payable by Lessee on the date of termination, including, but not limited to, the costs of performing any other covenants which would have otherwise been performed by the Lessee. Lessor shall further be entitled to recover any damages caused by Lessee in the removal of Lessee's Equipment.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

**Section 11.1 Amendments.** This Lease may not be modified, altered, changed or amended without the written consent of both parties hereto.

**Section 11.2 Successors and Assignability.** The terms, covenants and conditions hereof shall be binding upon and inure to the successors of the parties hereto. This Lease Agreement shall not be assigned without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

**Section 11.3 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified or registered mail, postage prepaid, or by prepaid telegram, addressed to the parties hereto at the following addresses:

LESSOR: City of Cresco  
ATTN: City Clerk  
130 N Park Place  
Cresco, IA 52136

LESSEE: MiBroadband, LLC  
ATTN: Jill Huffman  
PO Box 308  
Harmony, MN 55939

**Section 11.4 No Liens.** Lessee shall not permit any mechanic's, laborer's, or material man's liens, or any other lien of whatsoever kind and nature to be filed or otherwise placed against the Water Tower or Water Tower Site as the result of Lessee's occupancy or use thereof of construction thereon. The attachment of any lien as the result thereof may result in the termination of this Lease under the provisions of Section 9.1.

**Section 11.5 Lessor's Mortgages.** Lessee accepts this Lease subject to any and all mortgages now or any time hereinafter given, granted or otherwise pledged against the Water Tower Site and improvements thereon. Lessee agrees to execute, in demand, such instruments or releases as may be required to evidence the superiority of any mortgage lien placed against the Lessor's property or improvements.

**Section 11.6 Governing Law Jurisdiction.** The laws of the State of Iowa shall govern this Lease and all action to enforce the same shall be commenced in the District Court for the State of Iowa, in and for Howard County.

**Section 11.7 Conflict of Interest.** Lessor represents and warrants that no officer, employee or agent of the Lessee has been or will be employed, retained, paid a fee, or otherwise has received or will receive any personal compensation or consideration by or from the Lessor or any of the Lessor's officers, employees or agents in connection with obtaining, arranging or negotiation of this Lease or other documents or agreements entered into or executed in connection herewith.

**Section 11.8 Severability.** If any clause, phrase or provision of this Lease shall be determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease or any other clause, phrase or provision hereof. The invalidity of one or more phrases, sentences, clauses or sections of this Lease contained shall not affect the remaining portions thereof or any part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representatives, who, by their execution hereof, do hereby acknowledge their respective authority to execute the same this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

LESSEE: MiBroadband, LLC

LESSOR: City of Cresco

By:  CEO

By: Alexander Fortune, Mayor

By:  Board Chairman

By: Nicole Hill, City Clerk

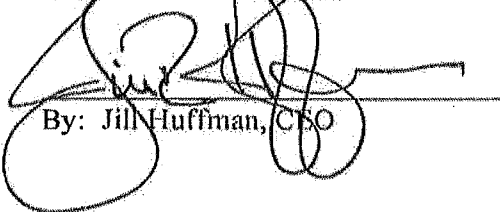
**Section 11.7 Conflict of Interest.** Lessor represents and warrants that no officer, employee or agent of the Lessee has been or will be employed, retained, paid a fee, or otherwise has received or will receive any personal compensation or consideration by or from the Lessor or any of the Lessor's officers, employees or agents in connection with obtaining, arranging or negotiation of this Lease or other documents or agreements entered into or executed in connection herewith.

**Section 11.8 Severability.** If any clause, phrase or provision of this Lease shall be determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease or any other clause, phrase or provision hereof. The invalidity of one or more phrases, sentences, clauses or sections of this Lease contained shall not affect the remaining portions thereof or any part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representatives, who, by their execution hereof, do hereby acknowledge their respective authority to execute the same this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

LESSEE: MiBroadband, LLC

LESSOR: City of Cresco



By: Jill Huffman, CEO

\_\_\_\_\_  
By: Alexander Fortune, Mayor

\_\_\_\_\_  
By: Brian Krambeer, Board Chairman

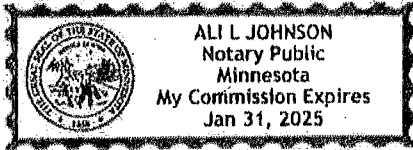
\_\_\_\_\_  
By: Nicole Hill, City Clerk



**ACKNOWLEDGMENTS**

STATE OF MN, Fillmore COUNTY, ss:

On this 3rd day of September, 2024, before me, a Public Notary in and for the State of \_\_\_\_\_, personally appeared Jill Huffman, to me personally known, and who, being by me duly sworn, did say that they are the ~~owner~~ officer of MiBroadband, LLC, a limited liability company; that (no seal has been procured by the said) (the seal affixed thereto is the seal of said) limited liability company; that said instrument was signed (and sealed) on behalf of said company by authority of its Board; and that the said Jill Huffman as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Ali L. Johnson  
Notary Public in and for said County and State

My commission expires: Jan 31, 2025

STATE OF IOWA, HOWARD COUNTY, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, a Notary Public in and for the State of Iowa, personally appeared Alexander Fortune and Nicole Hill, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cresco, Iowa, a municipal corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its City Council; and that the said Alexander Fortune and Nicole Hill as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said County and State

City Seal:

My commission expires: \_\_\_\_\_

**ATTACHMENT "A"**

**SITE AND WATER TOWER DESCRIPTION**

The City of Cresco Water Tower located at 811 6<sup>th</sup> Street East in the City of Cresco, Iowa. The blue Water Tower is approximately 140 feet tall has a capacity of 500,000 gallons of water.

**ATTACHMENT "B"**

**WATER TOWER SPACE AND EQUIPMENT**

**ATTACHMENT "C"**

**WATER TOWER RENTAL FEE SCHEDULE**

Rent is \$418.80 annually for the initial term of the lease, payable on or before October 31, 2024. Rent shall increase by 3% per year for the duration of the lease likewise payable October 1 of each successive year. That is, \$431.36 payable on or before October 1, 2025; \$444.30 payable on or before October 1, 2026, etc.

Electricity is \$251.30 annually for the initial term of the lease, payable on or before October 31, 2024. Electricity shall increase by 3% per year for the duration of the lease likewise payable October 1 of each successive year. That is, \$258.84 payable on or before October 1, 2025; \$266.61 payable on or before October 1, 2026, etc.

## ATTACHMENT "D"

### WATER TOWER EQUIPMENT INSTALLATION AND MAINTENANCE STANDARDS

- 1) All mounting hardware must be galvanized or stainless steel.
- 2) All transmission lines must be secured by wire ties, wraplok, standard hanger brackets, or other manufacturers recommended methods. Under no circumstances will plastic tywraps of any type be acceptable.
- 3) Any sidearms required must be manufactured by authorized Water Tower manufacturer.
- 4) All transmission lines must be grounded at the top near the antenna and at the bottom of the Water Tower.
- 5) Radio equipment located inside the building must be cabinetized and cabling neat in appearance.
- 6) All installation work/schedules must be coordinated with Lessor's System Engineer.
- 7) All transmission lines must be jacketed.
- 8) Any structural changes to the Water Tower required for antenna installation must be approved by authorized Water Tower manufacturer.
- 9) All engineering studies, required hardware/equipment, and installation costs shall be borne by Lessee and is non-refundable.
- 10) Lessee must ground their equipment at a location described by Lessor. This is to maintain an approved overall site grounding system.

**ATTACHMENT "E"**

**WATER TOWER ACCESS REQUEST AUTHORIZATION**

Lessee requests permission of Lessor to allow our employees or subcontractors named herein:

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to climb the Water Tower to install and/or perform maintenance on Lessee's equipment.

Lessee hereby assume all risk of and responsibility for, agree to indemnify and save harmless Lessor, its employees, officers, agents, and contractors, from and against any and all claims, demands, suits, actions, recoveries, judgement, and costs and expenses in connection therewith, made, brought or obtained on account of loss of life, property or injury or damage to the person(s) above-named or injury or damage to the person or property of any person or persons whomsoever connected or not connected with the parties hereto, which loss of life or property, or injury or damage to person or property, shall be due to or arise out of, result from, or be in any way connected with the climbing of the Water Tower and/or all work done on the said Water Tower of any part thereof.

Lessee state that we are covered by insurance as follows:

**TYPE OF INSURANCE:** Comprehensive Public Liability and  
Property Damage  
**NAME OF COMPANY:** \_\_\_\_\_  
**AMOUNT OF INSURANCE:** \_\_\_\_\_  
**INSURANCE POLICY#:** \_\_\_\_\_

**TYPE OF INSURANCE:** Workman's Compensation  
**NAME OF COMPANY:** \_\_\_\_\_  
**AMOUNT OF INSURANCE:** \_\_\_\_\_  
**INSURANCE POLICY #:** \_\_\_\_\_

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) 9/4/24 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 superintendent 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 superintendent 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 superintendent 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 superintendent 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 superintendent 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:

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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: September 4, 2024

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

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

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

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City Clerk Nicole Hill