NOTICE AND CALL OF PUBLIC MEETING

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA

DATE OF MEETING: JANUARY 6, 2025

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 December 16, 2024
- 4. Approval of Class C Retail Alcohol License (LC) to Cuautla Jalisco II, Inc
- 5. Approval of Street Closing for Portions of 2nd Ave East for the Notre Dame School Lasagna Supper on January 24, 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. Brian Stark from Martin Gardner Architecture to Update on the Scene Shop Project
- 2. Resolution Authorizing the Mayor and City Clerk to Sign a Right-of-Entry for Construction for the Scene Shop Project with MB Inc (Revised from Resolution #122402)
- 3. Resolution Ordering Construction of the Cresco Theatre and Opera House and Fixing a Date for Hearing Theron and Taking of Bids Therefor
- 4. Discuss Request to Vacate Undeveloped Portion of F Street and Possible Recommendation to Refer to the Planning & Zoning Commission to Study the Request and to Make a Recommendation to the Council
- 5. Motion to Award Hotel/Motel Tax Grants for Tourism Projects
- 6. Motion to Declare a Public Purpose for the \$20,000 Payment to Howard County Business & Tourism in Accordance with the 28E Agreement
- 7. Review Stump Grinding Quotes and Possible Award of Contract

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 JANUARY 3, 2025.

Mayor Fortune called the Cresco City Council meeting to order on December 16, 2024 at 5:30 pm. Council Members Carman, Fosaaen, Bouska, and Kriener were present. Council Member McConnell was absent.

Carman made the motion to approve the consent agenda which included approval of the: agenda; claims; minutes from the December 2, 2024 meeting; December 3, 2024 budget worksession; December 11, 2024 special meeting; Excavator Licenses for: MB Inc, Mehmert Tiling Inc, Mracek Plumbing, Heating & Electric LLC, Mudslingers Inc, Skyline Construction Inc; Tree Surgeon Licenses for: Wilson Custom Tree Trimmers LLC, Tarzan Tree Service LLC, Total Tree Care LLC, Uprooted Tree Service LLC, Rogne Spray LLC, Andera Tree Service LLC, Tim Walton Tree Service. Fosaaen seconded and it passed all ayes.

Public Works Director Brenno reported: (a) Hazard Mitigation meeting is December 19th; (b) dirt pile at airport is gone. Remaining soil will be spread out this spring and seeded; (c) repaired a water main break on 7th Ave E. This is old four inch water main; (d) Blink charger was repaired last week.

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

City Clerk Hill reported: (a) busy with month end, budget, and calendar year end; (b) Fire commission met. The pumper is still on track to be delivered in late 2025. The Firefighters have raised over \$116,110 to contribute. The remaining balance will be split with the rural fire; (c) steering committee for the comp plan update will be December 17th; (d) applied for four Howard County Community Foundation grants. The Police department received \$5,000 for National Night Out; Fire department was granted \$9,900 for a hoses and nozzles; (e) will be scheduling the next budget meeting for middle of January.

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

Fosaaen made a motion to approve the resolution authorizing the mayor to sign a right-of-entry for construction related to the Scene Shop Project with MB Inc. Bouska seconded and it passed all ayes.

Jason Passmore explained to Council that the sign in Beadle Park has become unfixable and needs to be replaced. Several quotes were received, and La Crosse Sign Group was lowest at \$33,500 with \$20,000 committed from Cresco Bank & Trust, CUSB, Thomson Foundation, and the Park Trust. Fosaaen made a motion to approve the resolution authorizing the mayor to sign a proposal with La Crosse Sign Group to replace the sign. Carman seconded and it passed all ayes.

Bouska made a motion to approve Class C Liquor License (LC) with outdoor services to Howard County Agricultural Society d/b/a Mighty Howard County Fair – Howard County Expo Center pending proof of Dramshop Insurance. Kriener seconded and it passed all ayes.

Fosaaen made a motion to authorize the Mayor sign an offer of employment for Lonny Lenehan for the Street Superintendent position. Kriener seconded. Bouska, Fosaaen, and Kriener voted aye. Carman voted nay. The motion passed by majority vote.

Carman made a motion to approve the resolution approving a wage agreement for water and sewer certifications for department heads. Bouska seconded and it passed all ayes.

The agenda item for approving the annual project list update for the Capital Improvements Plan was tabled until a future meeting.

Carman moved to adjourn the Council Meeting at 5:49 pm. Bouska seconded, and it passed all ayes. The next regular Cresco City Council meeting will be January 6, 2025, at 5:30 pm at Cresco City Hall.

Mayor Alexander Fortune	City Clerk Nicole Hill

Following is a list of claim	ms approved	I for payment:	IA ONE CALL	OneCalls	36.90		
PAYROLL		90,007.23	IA PUBLIC AIRPORTS	Dues	125.00		
10-8 VIDEO	Equip	2,534.00	IROC ·	Srvc	55.00		
ACCESS SYSTEMS	Copler	517.19	JOHN DEERE	Supp	2,068.71		
AHLERS & COONEY	Training	170.00	KCZQ-FM	Ads	120.00		
ALLIANT	Elect	1,436.38	KEYSTONE LAB	Analys	547.00	•	
ANDERSON, WILMARTH	Attny	120.00	KWIK TRIP	Gas	3,274.34		
anthem sports	Equip	2,126.41	LT MECHANICAL	Srvc	400.00		
BADGER METER	Srvc	289.52	MACQUEEN EQUIP	Supp	308.66		
BAKER & TAYLOR	Books	325.70	MARTIN GARDNER	Svcs	1,891.39		
BC/BS	Ins	35,282.42	MEDIACOM	Phone	466.20	٠	
BOB'S ELEC	Srvc	623.65	MEHMERT TILING	Srvc	2,418.00		
BODENSTEINER	Supp	2,826.76	METERING & TECH	Supp	1,690.28		
BRUENING	Rock	469.53	MIENERGY	Elect	6,981.51		
CAPITAL SANI	Supp	252.59	MODERN MARKETING	Supp	482.05		
CARDMEMBER	Supp	1,520.25	NESS PUMPING	Sr.vc	650.00		
CITY LAUNDERING	Srvc	665.19	NE IA MOTORS	Srvc	624.68		
CITY OF CRESCO	Ins	4,544.56	NUWAY	Rental	77.04		
CITY OF CRESCO	Supp	217.11	O'DONNELL INS	Ins	6,328,00		
CITY OF CRESCO	Util	31.58	O'HENRY'S	Supp	27.00		
CPU	Equ i p	446.96	PREMIER TECH	Supp	65,00		
CBS	Srvc	350.00	RACOM	Srvc	2,181.50		
CR SHOPPER	Ads	511.25	RAY CARVER	Live Show	600.00		
CR TPD	Ads	239.88	RUPPERT	Supp	556.50		
DAKOTA SUPPLY	Supp	821.57	SOLAR PRO	Solar	1,990.52		
DECORAH LEADER	Ads	625.00	SOLUTIONS	Equip	7,738.05		
DELUXE ECHOSTAR	Movie	80.00	STATE HYGIENIC	Analys	684.50		
DON'S TRUCK SALES	Equip	359.60	TREAS, STATE OF IA	Taxes	6,905.37		
FAREWAY	Concess	786.70	TROJAN TECH	Equip	1,449.20		
FARMERS WINN	Lease	1.00	TRUCK COUNTRY	Parts	578.67		
FOLEY'S CONST	Srvc	110.00	UNITYPOINT	Svcs	42.00		
FORTE	Fees	314.00	VISA	Supps	4,417.23		
HAWKEYE SAN	Fees	78,275.69	WHKS	Engnr	7,730.46		
HAWKINS	Supp	3,265.49	WINDRIDGE	Parts	3,121.23		
HEWETT	Conces	552.60	WINDSTREAM	Internet	344.49		
HOW CO	ShrdLEC	8,038.33	ZIEGLER	Supp	3,313,24		
IA DIVISION OF LABOR	Fees	75.00	zoro tools	Supp	422.47		
INSPIRE(D) MEDIA	Ads	435.00			 		
. •			•				

BY	FU	ND

GENERAL	193,520.77
LOST PROJECT	7,738.05
EV CHRGNG STATION	26.61
NUISANCE HOUSE	120.00
FIRE STATION BLDG	313.83
OFFICE EQUIP	1,229.95
DRUG DOG FUND	11.97
CR COMM FIRE FUND	2,789.65
ROAD USE TAX	27,730.84
EMPLOYEE BENE	6,810.51
FITNESS CENTER TRUST	2,126.41
SCENE SHOP PROJ	7,416.39
SEWER AGING EQUIP	1,336.56
WATER	28,171.94
SEWER OP	30,885.38
CAP IMPROVE	15.70
YARDWASTE	-284.23
Total Expenditures	309,960.33

368,137.42

Total Revenue 12/3-12/16/24



State of Iowa Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

NAME OF BUSINESS(DBA)

BUSINESS

CUAUTLA JALISCO II, INC.

Cuautla Jalisco II Inc

(319) 859-4840

ADDRESS OF PREMISES

PREMISES SUITE/APT NUMBER

CITY COUNTY

ZIP

223 North Elm Street

Cresco

Howard

52136

MAILING ADDRESS

CITY

STATE

ZIP

223 North Elm Street

Cresco

lowa

52136

Contact Person

NAME

PHONE

EMAIL .

Elisa Martinez

(319) 859-4843

elymartinez21@hotmail.com

License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

LC0047903

Class C Retail Alcohol License

12 Month

Submitted to Local Authority

TENTATIVE EFFECTIVE DATE

TENTATIVE EXPIRATION DATE

LAST DAY OF BUSINESS

Jan 25, 2025

Jan 24, 2026

SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES



State of lowa Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Corporation

Ownership

Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Elisa Martinez	New Hampton	lowa	50659	President	50.00	Yes
Joaquin Cibrian	New Hampton	lowa	50659	vice President	50.00	No
Cathy Mohlis	A the common way only of your property common to the state of the common to the common		март радинат ченара на почена д			

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

MOUNT VERNON FIRE INS CO

Jan 1, 2025

Jan 1, 2026

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE

DATE

OUTDOOR SERVICE EXPIRATION

DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE

DATE

TEMP TRANSFER EXPIRATION

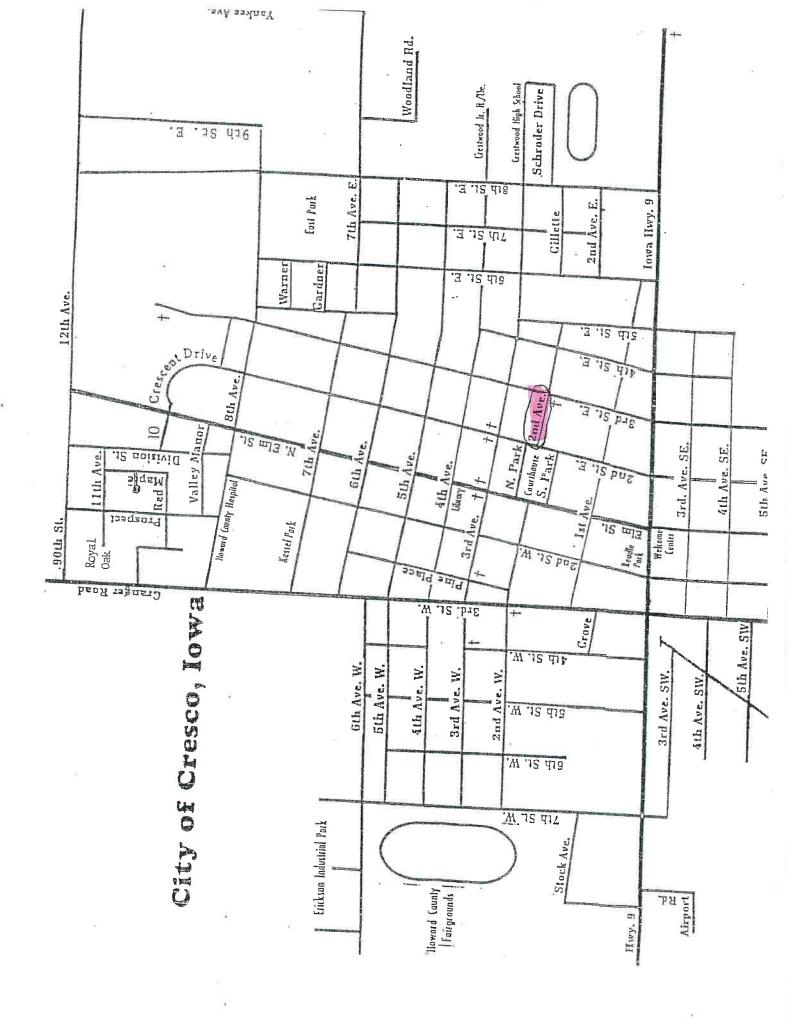
DATE

STREET CLOSING/PARADE PERMIT

Application Date: 1-2-25. Name: Notre Dame Lusagna Commettee
Mail to Address: 221 Zne Ame F. Cresco, LA
Mail to Address: 221 Zna Are F. Cresco, 1A Phone Number: 563-547-4513 Deg Loveless E41-330-9458 Comp New
List Streets to Close or Parade Route: 2nd Ane E Dotween 2nd St. E. to 31251, E
Reason for Closure: Lasagna Supper Drive-Through
Event Date: 1-24-35 Time: (from) 3:35 (to) 7:30
Signature of Applicants
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, Street Dept

Street Closing Parade Permit (Rev. 8/2020)



WHKS & CO.
2905 BROADWAY AVE S
ROCHESTER, MN 55904
SCOTT HUNEKE
SHuneke@Whks.com

CRESCO THEATRE AND OPERA HOUSE

115 2ND AVE W CRESCO, IA 52136

CITY OF CRESCO 130 N. PARK PIACE CRESCO, J. A. 52136 WENDY LICKTEIG lickeig, wendy@crescoheatreoperahouse.com ARCHITECT: ARCHITECT: ARCHITECTE ARCHITECTE BARRING ARCHITECTURE, P.C. 102 S REDERICK AVE., STE. 1 OELWEIN, JA 50662 BRIAN STARK brians@mortingardherarch.com 319-200-8498

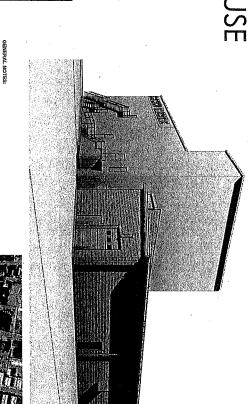
DRAWING SHEET INDEX

1 - COVER SHEET

APEX STRUCTURAL, ILC 373 COLLINS ROAD NE CEDAR RAPIDS, IA 52402 NATALYA HUNT

natalya@apex-se.com

MECHANICAL / ELECTRICAL:
WEST PLAINS ENGINEERING, INC.
215 2ND AVENUE SE, ST 200
CEDAR RAPIDS IA 52401
MIKE DRAHOS
Mike:Drahos@WestPlainsEngineering.com



LAL WORK ON THIS PROJECT IS ONE BULL IN ACCIDENANCE TO JAL FERRAL KINTE, AND LOCAL ELEMENAL CENTRAL CONTROLLED AND CONTROLLED





PRELIMINARY - NOT FOR CONSTRUCTION



700 117H ST
SUITE 200
MARICHI, 109VA
52302
102 S. REDERICK
SUITE #1
OELWEIN, 109VA
50062
319 3777604

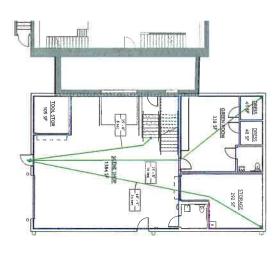


CITY OF CRESCO





OCCUPANCY PLAN





ã		2300 SF		
	300	105 SF	MECHANICAL	TOOL STOR
5	000	1384 SE	MECHANICAL	SCENE SHOP
	300	392 SF	NECHANICAL	STORAGE
3	150	338 SF	BUSINESS	GREEN ROOM
	150	40 SF	BUSINESS	DRESS
_	150	41 SF	BUSINESS	DRESS
LOAD.	FACTOR	AREA	FUNCTION	ROOM
	OCCUPANT LOADING SCHEDULE	DAILING	CUPANILO	0

UPON COMPLETION OF THE REVIEW OF THESE CONSTRUCTION COCUMENTS, PLEASE GODY ALL MARKUPS ANDOR COMMENTS TO THE APPLICANT BAIL THE MINISTRUCT INSTRUCTIONS TO CODE OFFICALS

CHAPTER LIE AMERANE CE CICIEDES SEE CALCULATED OCCUPANCY LOAD CHART FALE, 1993.1 - NAMANIA MUNIBER OF EXTIS PER, TABLE 1917.2 - ENT ACCESS TRAVEL DISTANCE	CHAPTER 9 - FIRE PROTECTION BY STEMS SECTION 903 - AUTOMATIC SPRINKLER SYSTEMS SECTION 907 - FIRE ALARM AND DETECTION SYSTEMS	SECTION 710 - SMOKE PARTITIONS	SECTION 709 - SMOKE BARRIERS	SECTION 708+FIRE PARTITIONS	SECTION 707 - FIRE BARRIERS TABLE 707 3 10 - FIRE RESISTANCE RATINGS	CHAPTER 7 - FIRE AND SMOKE PROTECTION SECTION 706 - FIRE WALLS TABLE 706.4 - FIRE WALL FIRE RESISTANCE RATING	SECTION 602 - CONSTRUCTION CLASSIFICATION	CHAPTER A LYES AS ÉCONTRACTION FAIL É ON THE ÉCIS VACE RA'N OR DIALONO. PRIMARY STRUCTURE EXTREME RÉPANCY WALLS YOU REPANCY WALLS YOU REPANCY WALLS ROCKES ROCKE
200	NOT REQUIRED	NIA	NIA	WA	2HR AREA SEPARATIO	WA	5B- COMBUSTIBLE	00000

PTRR 5.-GENERAL BUILDING-JEIGHTE AND AREAS TABLE SO4.3.-ALLOWABLE HEIGHT IN FEE ABOVE... ALLOWABLE BUILDING-HEIGHT PROPOSED BUILDING HEIGHT TABLE 504.4 - ALLOWABLE NUMBER OF STORIES. ALLOWABLE NUMBER OF STORIES PROPOSED NUMBER OF STORIES 487 27:10" 21:10" 1 9000 SF 25:19 SF NONE 25

CODE REVIEW

PRELIMINARY - NOT FOR CONSTRUCTION





CITY OF CRESCO CRESCO THEATRE AND OPERA HOUSE

TABLE 508.4 - REQUIRED SEPARATION OF... ASSEMBLY (PRIMARY DCC + STORAGE (S-1)

TOTAL BUILDING ADDITION PROPOSED AREA (MAIN FLOOR) PROPOSED AREA (OTHER FLOORS)

TABLE 508 2 - ALLOWABLE AREA FACTOR IN SF ALLOWABLE AREA PROPOSED AREA

ECTION 506 - BUILDING AND AREA MODIFICATIONS RONTAGE INCREASE



RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN RIGHT-OF-ENTRY FOR CONSTRUCTION WITH MB INC

(Replaces Resolution 122402 from December 16, 2024)

The City Council of the City of Cresc	o met in regular session on January 6, 2025,
at 5:30 P.M. Council members	were present.
at 5:30 P.M. Council members	were absent.
	ved the adoption of the foregoing Resolution ENTRY FOR CONSTRUCTION with MB ne Shop Project. Council member
Aves:	
Nays:	
Absent:	
Thereupon, the Mayor declared said If the agreement has been approved and that the execute the agreement on behalf of the City of	· ·
PASSED AND APPROVED THIS	_ DAY OF, 2025.
BY:	<u></u>
ATTEST:	
City Clerk Nicole Hill	

CITY OF CRESCO, IOWA RIGHT-OF-ENTRY FOR CONSTRUCTION

The RIGHT OF ENTRY FOR CONSTRUCTION, executed this day of, 2024, between the CITY OF CRESCO, IOWA, an Iowa municipal corporation (the "City") and MB Inc. (the "Owners") is being executed to provide the City with use of certain land presently owned by the Owners, which the City desires to access.
In consideration of the sum of One Dollar and other valuable consideration to you in hand paid by the City as set forth below, Owners and City agree as follows:
1. The real property affected by this agreement (the "Property") is located at 124 North Elm. Parcel Number 321-01-16-02-010-000.
2. The Owners hereby grant to the City and/or Its agents the right to enter upon the Property at any time between the date hereof through December 2025 in order to perform construction work related to the <u>Scene Shop Addition</u> . Right to enter property is for the construction of the Scene Shop Addition. The existing gravel lot south of the new addition, where disturbed, will be reconstructed with gravel surfacing.
3. The City hereby agrees to defend, indemnify and hold the Owners harmless from and against any and all claims, demands, actions, causes of action, suits, judgments, executions or liability whatsoever, including without limitation, all costs in defense thereof and reasonable attorneys fees relating thereto, which may be brought, arise, come against or be incurred by the Owners by reason of the existence of this Right-of-Entry or the use of the Property by City or anyone acting under the rights granted to the City pursuant to this Right-of-Entry.
4. The City agrees that it shall procure all necessary permits required from any governmental entity in order to perform the construction work.
5. This agreement voids all previous verbal and written documents associated with the purpose of this current document. All warranties and conditions are contained herein.
6. Owners agree to donate this temporary use of the property.
"City" CITY OF CRESCO, IOWA
BY Mayor

City Clerk

"Owners"

RESOLUTION NUMBER 123403

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN RIGHT-OF-ENTRY FOR CONSTRUCTION WITH MB INC

The City Council of the City of Cresco met in regular session on December 16,
2024, at 5:30 P.M. Council members Carman, Bouska, Fosagen, Kriener were
present. Council members McConcel were absent.
Council member <u>Fosagen</u> moved the adoption of the foregoing Resolution Authorizing the Mayor to sign a RIGHT-OF-ENTRY FOR CONSTRUCTION with MB Inc relating to the project described as <u>Scene Shop Project</u> . Council member <u>Proska</u> seconded said motion. A roll call vote was requested by the Mayor and said roll call vote resulted as follows:
Ayes: Fosagen, Carman, Kriener, Bousta
Nays: None
Absent: McConnell
TOOLIN
Thereupon, the Mayor declared said Resolution duly passed and announced that the agreement has been 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 16th DAY OF <u>December</u> , 2024.
BY:
Mayor Alexander Fortune
ATTEST: Nivolo 44W
City Clerk Nicole Hill

CITY OF CRESCO, IOWA RIGHT-OF-ENTRY FOR CONSTRUCTION

The RIGHT OF ENTRY FOR CONSTRUCTION, executed this day of December, 2024, between the CITY OF CRESCO, IOWA, an Iowa municipal corporation (the "City") and MB Inc. (the "Owners") is being executed to provide the City with use of certain land presently owned by the Owners, which the City desires to access.

In consideration of the sum of One Dollar and other valuable consideration to you in hand paid by the City as set forth below, Owners and City agree as follows:

- 1. The real property affected by this agreement (the "Property") is located at <u>124 North Elm.</u> Parcel Number 321-01-16-02-010-000.
- 2. The Owners hereby grant to the City and/or Its agents the right to enter upon the Property at any time between the date hereof through December 2025, or until such time construction is completed in order to perform construction work related to the <u>Scene Shop Addition</u>. Right to enter property is for the construction of the Scene Shop Addition. The existing gravel lot south of the new addition, where disturbed, will be reconstructed with gravel surfacing.
- 3. The City hereby agrees to defend, indemnify and hold the Owners harmless from and against any and all claims, demands, actions, causes of action, suits, judgments, executions or liability whatsoever, including without limitation, all costs in defense thereof and reasonable attorneys fees relating thereto, which may be brought, arise, come against or be incurred by the Owners by reason of the existence of this Right-of-Entry or the use of the Property by City or anyone acting under the rights granted to the City pursuant to this Right-of-Entry.
- 4. The City agrees that it shall procure all necessary permits required from any governmental entity in order to perform the construction work.
- 5. This agreement voids all previous verbal and written documents associated with the purpose of this current document. All warranties and conditions are contained herein.
 - 6. Owners agree to donate this temporary use of the property.

"City"	CITY OF CRESCO, IOWA	
	BY A	
	Mayor	
	BY Justo Yell	
	City Clerk	
"Owners"		
	OWNER	

The City Council of					session,
in the Council Chambers,	City Hall, 130 No	orth Park Pla	ce, Cresco, I	owa, at 5:3	0 P.M., on the
above date. There were pr					llowing named
Council Members:	,	,		,	
				•	
Absent:					
		11	-		
Vacant:					

1

Council Member	introduced the following Resolution entitled
"RESOLUTION ORDE	RING CONSTRUCTION OF THE CRESCO THEATER AND OPERA
HOUSE, AND FIXING	G A DATE FOR HEARING THEREON AND TAKING OF BIDS
THEREFOR," and mov	ved that the same be adopted. Council Member
seconded the motion to a	dopt. The roll was called, and the vote was:
AYES:	
371770	
NAYS:	

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION ORDERING CONSTRUCTION OF THE CRESCO THEATER AND OPERA HOUSE, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Cresco Theater and Opera House; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the Cresco Theater and Opera House, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The proposed project consists of a new addition to the existing Cresco Theatre and Opera House. The addition consists of concrete slab on grade, conventional wood construction, prefinished metal siding and roofing, CMU masonry, interior finishes, mechanical, plumbing, electrical and technology upgrades.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to February 11, 2025, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 2:00 P.M., on such date.

The City Council hereby delegates to the City Clerk or her designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on February 17, 2025, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on February 17, 2025.

PASSED AND APPROVED this 6th day of January, 2025.

	Mayor
ATTEST:	
City Clerk	·

SECTION 001113

NOTICE TO BIDDERS FOR THE CRESCO THEATRE AND OPERA HOUSE, for the City of Cresco, Iowa hereafter referred to as the Owner.

Notice is hereby given that the Owner, 130 N. Park Place, Cresco, IA 52136 invites contractors to submit bids for this project.

<u>Project Description</u>: The proposed project consists of a new addition to the existing Cresco Theatre and Opera House, located at 115 2nd Ave. W, Cresco, IA. The addition consists of concrete slab on grade, conventional wood construction, prefinished metal siding and roofing, CMU masonry, interior finishes, mechanical, plumbing, electrical and technology upgrades.

Bid Type:

One lump sum contract will be awarded at the appointed time and place.

<u>Pre-Bid Conference</u>: A pre-bid meeting for all Contractors, Subcontractors and suppliers will be held at the Cresco Theatre and Opera House located at 115 2nd Ave. W, Cresco, IA on January 28, 2025, at 10:00 am local time. This meeting is not mandatory, but all contractors and subcontractors wishing to submit bids for the project are encouraged to attend.

Project Access: The building will only be available for inspection during the pre-bid meeting.

<u>Documents</u>: Plans and specifications governing construction of the proposed project have been prepared by Martin Gardner Architecture PC., Marion, Iowa as Architect. All materials and procedures shall be in strict accordance with said plans and specifications referred to and defining said proposed improvements and are hereby made a part of this Advertisement and of the proposed contract by reference, and that the contract shall be executed in compliance therewith.

Document Availability: Plans and specifications and proposed contract documents may be examined at the offices of the Architect, and other locations as outlined in the Construction Documents. Copies of the plans and specifications, form of contract and bid form may be obtained from Rapids Reproductions, 6015 Huntington Court NE, Cedar Rapids, IA 52402, (319) 364-2473. You may also access and request plans by visiting their online Plan Room on their website at www.RapidsRepro.com. Rapids Reproductions will issue plans to all Contractors. A maximum of two sets of Construction Documents will be provided to each General Contractor upon delivery of a \$250 per set refundable deposit made payable to the Architect but delivered to Rapids Reproductions Cedar Rapids office. All other Subcontractors and Suppliers may obtain one set of Construction Documents upon delivery of a \$250 per set refundable deposit made payable to the Architect but delivered to Rapids Reproductions Cedar Rapids office. The deposit shall be forfeited unless the Construction Documents are returned in a reusable condition, within fourteen days after award of the project. A link to the drawings and specifications are also available at the architect's website www.MartinGardnerArch.com. Plans and specifications to be viewed are in Adobe .pdf format and may be downloaded and printed. Be aware that no warranty as to the compatibility of your computer software or hardware with the files provided is made. Variations between the printed files provided above by the Architect and these electronic files may exist. In the event that a conflict does exist, the printed documents issued by the Architect will take precedence over the downloaded files.

<u>Bid Forms</u>: All bids shall be on the forms provided in the specifications for the project. The provided forms of proposal shall be submitted at the time required for bids.

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Bid Security: Each bid shall be accompanied by a bid bond, certified check, cashier's check or credit union certified share draft, in a separate sealed envelope in an amount equal to five percent (5%) of the total amount of the bid. If a bid bond is submitted, it must be on an approved AIA bid bond form. The certified check or cashier's check shall be drawn on a bank in lowa or a bank chartered under the laws of the United States of America; certified share draft shall be drawn on a credit union chartered under the laws of the United States. Bid security should be made payable to the Owner as security that if awarded a contract the bidder will enter into a contract at the prices bid and furnish the required Contractor's Bonds, Certificate of Insurance, and other materials as may be required in the contract documents. The certified check, cashier's check, or certified share draft may be cashed, or the Bid Bond forfeited, and the proceeds retained as liquidated damages if the Bidder fails to execute a contract and file acceptable Certificate of Insurance within ten (10) days after the acceptance of the proposal by the Owner. No bidder may withdraw a proposal within thirty 30 days after the date set for opening bids.

<u>Project Bonding</u>: The successful bidder shall be required to furnish a Contractor's Performance and Labor and Material Payment Bond on an approved AIA form in an amount equal to one hundred percent (100%) of the contract price. The bonds are to be issued by responsible surety, approved by the Owner, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for and of all materials and protect and save harmless the Owner from all claims and damages of any kind caused by the operation of the Contractor, and shall guarantee the work contracted for a period of one (1) year from the date of final acceptance of the improvements by the Owner.

<u>Sales Tax:</u> The said project is a tax-exempt project. The Owner will issue exemption certificates from the lowa Department of Revenue, as specified in the 701 lowa Administrative Code, Chapter 19, Rule 19.12. These certificates shall be used by the successful bidder when purchasing materials or the completion of the project.

<u>Bid Filing</u>: All bids must be filed at the office of the City Clerk, located at 130 N. Park Place, Cresco, IA 52136, on or before 2:00 pm local time, February 11, 2025. Bids received after this time will not be accepted and will be returned unopened.

Bid Opening: Bids will be opened and publicly read aloud immediately after the specified closing time.

<u>Award of Contract:</u> Notice is hereby given that the Owner will meet in the City Council Chambers, 130 N. Park Place, Cresco, lowa on Monday, February 17, 2025, at 5:30 pm to consider bids for said construction. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

<u>Progress Payments</u>: Payment to the Contractor will be made in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five percent (95%) of the contract value of the work completed during the preceding calendar month. Such payments will in no way be construed as an act of acceptance for any of the work partially or totally completed.

<u>Final Payment:</u> The final retainage payment to Contractor will be released thirty-one (31) days following acceptance of the project by the City of Cresco as per provisions in the lowa Code.

<u>Project Construction Schedule:</u> The work under the contract shall commence on or before March 30, 2025, and shall be Substantially Completed on or before November 30, 2025, and fully completed and ready for acceptance no later than 30 calendar days after the Substantial Completion date.

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<u>lowa Preference</u>: By virtue of statutory authority, preference will be given to products and provisions grown and produced within the State of lowa and to lowa domestic labor.

The Owner hereby reserves the right to reject any or all bids and to waive informalities and irregularities and to accept the lowest responsive and responsible bid.

Published upon	order	of the	City	of	Cresco
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Alex Fortune		
Mayor		
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A ttoct:		

NOTICE TO BIDDERS 001113 - 3

City of Cresco

As owners of the property at 803 Vernon Road, we are coming to the City with interest in the land north of the above address. The current "Right of Way" to the north of us is "F" Steet. This mapped street is dormant and has remained undeveloped. We are asking the City of Cresco to consider vacating this property as we have an interest in acquiring this from the City of Cresco and are willing to have discussions on how this could take place.

We have had discussions with Mr. Brady Allen from Accura and was advised that Accura has no interest in this property and advised he us we could work with the City of Cresco to acquire the entire portion of "F" Street that corresponds with parcel #320460004010000.

Furthermore, we have also spoken with Gary & Marti Ferrie along with Lois Ollendieck about the "F" Street property that relates to the property that they currently own. Gary and Marti are asking if we could simply vacate "F" Street on "our side" (West) of the Bike Trail? Lois Ollendieck advised that her current gravel driveway is on "F" Street property. She had spoken with the City of Cresco years ago about needing access to her garage and was advised she could simply use the property for her driveway.

Our intentions are to clean up the property that has become overgrown with trees and brush. We intend to build a new storage building on the north side of our property that would include the property now known as "F" Street.

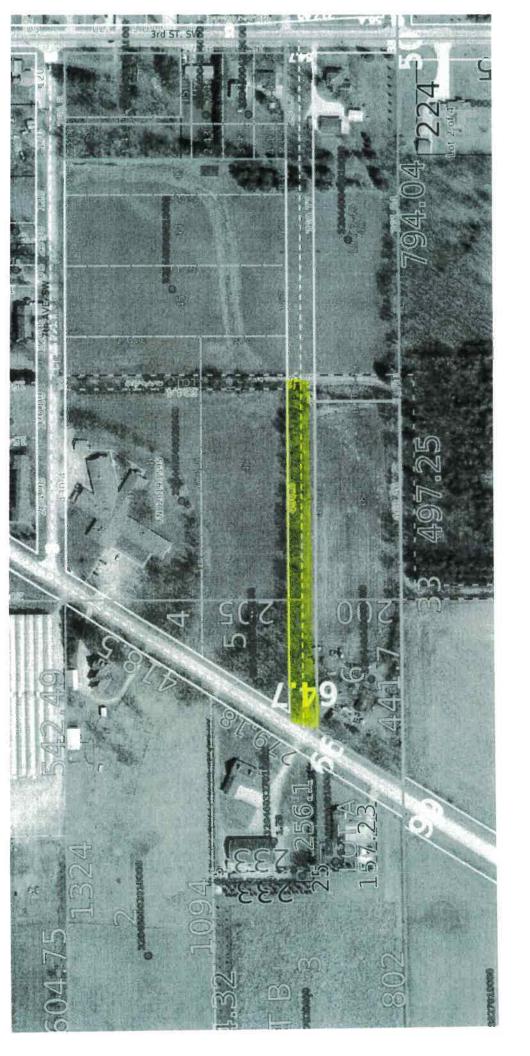
Please feel free to reach out for additional discussions as necessary. We look forward to working with the City of Cresco, which will allow us to develop this area in a very positive way. Thank you for your consideration.

Respectfully,

Rod and Annette Trachta

Kerl Trachta

God Annette



Travel and tourism is defined as:

Advancing the economic welfare of Cresco by promoting and competitively marketing ourselves as a visitor and tourism destination.

Available funds: \$7,420.47 Funds requested: \$10,500

I. Present: Amy Bouska, Bootie Kapler

Phone: Jan Carman

HCBT: Jason Passmore, Abby Cahalan, Spiff Slifka

II. Recommendations

- 1. Iowa Wrestling Hall of Fame
 - a. Requesting \$3,500
 - b. The committee scores this application favorably. This unique attraction brings visitors from beyond our region and the state to tour the IWHOF and to explore local restaurants and retail businesses.
 - c. Committee recommends awarding \$3,000
- 2. Chamber Marketing Support
 - a. Requesting \$3,000
 - b. The committee scores this application favorably. With visitor spending up 2% and state and local taxes up 2.6% in Howard County, marketing help for non-profits meets the definition of tourism.
 - c. Committee recommends awarding \$3,000
- 3. Driftrunners Snowfest
 - a. Requesting \$4,000
 - b. The committee scores this application favorably. Driftrunners Snowmobile Club and Snowfest is a long-standing organization and event that brings visitors to Cresco and fills our motels, Bed & Breakfasts and Airbnb's as well as increasing traffic in our restaurants, retail shops, and gas stations.
 - c. Committee recommends awarding \$3,000

Bootie made a motion to accept the recommendation of the Committee with a second from Amy Bouska. The motion passed unanimously.

Tourism Advisory Committee Evaluation & Recommendation

	Time			
	Sensitive	Application meets		Qtr 1 Funds
Application	or Need	Tourism Definition	Lodging	recommendation
Iowa Wrestling Hall of Fame	M	H-M	L-M	\$3,000
Chamber Marketing Support	M	H	М-Н	\$3,000
Driftrunners Snowfest	H	H	H-M	\$3,000
·				7.00
Recommended				\$9,000.00
Available 4th Qtr Funds				\$7,420.47
Use Surplus Funds				\$1,579.53
H=high, M=medium, L=low			·	

The Committee recommended returning Qtr 2 2021 StoryWalk on Howard County Trail funds to the surplus per the one-year rule stating all projects to be completed and funds expended from one-year of award date unless an extension is given or the project is occurring and will be complete past the one-year mark.

Project: Reframing/reducing inductee biographies

Date: 12/13/2024

Organization/Agency Requesting Funding: Iowa Wrestling Hall of Fame

Contact Person and Title: Jim Turvold

Address: 618 5th St East, Cresco

Phone: 563-379-5165

Email: printshopplus@iowatelecom.net

Amount Requested: \$3,500

Total Cost of the Project: \$7000 and at present have no other contributions

Event Date (if applicable):

Project Completion Date: 12/30/2025

Q: Describe the project. Provide details of the project and the budget, other fundraising efforts, and the who, what, where, why and how of the project.

A: The lowa Wrestling Hall of Fame has run out of wall space to display our inductee's biographies. As a result the biographies needs to be resized. To keep costs down on the 140+ profiles we are using the current frames and glass, but having them trimmed down. Total cost of those plus the next year's inductee profiles and plaques totals more than \$7000. This does not include the time and costs donated by our board of directors on what is our biggest and most important project in our 50+ years of existence.

Q: How does this project promote Cresco tourism and how does it increase lodging use within the community?

A: The Hall of Fame, located in Cresco's Welcome Center, gets daily visits from wrestling fans from all across our nation. Our website also gets used daily with many of those user then paying a visit to the Hall.

Project: 2024 Non-Profit Marketing Support

Date: 12/11/2024

Organization/Agency Requesting Funding: Cresco Area Chamber of Commerce

Contact Person and Title: Abby Cahalan, Community & Business Development Specialist

Address: 101 2nd Ave SW, Cresco 52136

Phone: 563-547-3434

Email: hcbt@cedausa.com

Amount Requested: \$3,000

Total Cost of the Project: \$4,230

Event Date (if applicable):

Project Completion Date:

Q: Describe the project. Provide details of the project and the budget, other fundraising efforts, and the who, what, where, why and how of the project.

A: The Cresco Area Chamber of Commerce provides marketing support for local volunteers, non-profit organizations and projects. This support is over and above our scope of work. Based on our annual project tracking, we have provided over 14,000 copies of print materials, including brochures, tickets, maps, programs, applications, and posters. Our staff has provided over 1,000 in-kind hours helping create marketing materials aimed to promote the city of Cresco. Organizations we assist include the American Legion Post 135, American Legion Riders Post 135, VFW Post 4561, Be Your Own Boss Camp, Bronze Statues, Cresco Claus, Cresco Community Theatre, Cresco Country Club, Cresco Theatre & Opera House, Cresco Fine Arts Council, Cresco Farmers Market, Cresco Wildlife Club, Cruise to Cresco and other area car shows, Driftrunners Snowmobile Club, Freedom Rock, Howard County Child Care Solutions Program, Howard County Historical Society, lowa Wrestling Hall of Fame, Norman Borlaug Heritage Foundation, Prairie Springs Recreational Trail, Pub Crawl, Turkey River Pheasants Forever and the much anticipated Santa Letters left in our mailbox.

Q: How does this project promote Cresco tourism and how does it increase lodging use within the community?

A: The Cresco Chamber plays a crucial role in bringing people to Cresco to stay in our hotels, Bed & Breakfast, and Airbnbs. We develop marketing materials, website development, and social media marketing to promote these organizations, their events and

the City of Cresco. Many of the volunteers we work with do not have the skills to market their own organization or the City of Cresco. They rely on the Chamber. It is our in-kind work with these non-profits and their volunteers that provides a strong partnership to promote Cresco throughout the year.

Project: 54th Annual Driftrunners Snowfest

Date: 12/6/2024

Organization/Agency Requesting Funding: Driftrunners Snowmobile Club

Contact Person and Title: Brandon Plaht, Secretary

Address: 617 4th Ave W., Cresco, IA 52136

Phone: 563-605-0141

Email: bplaht@gmail.com

Amount Requested: \$4,000

Total Cost of the Project: \$14,850 is the total projected cost for Snowfest

Event Date (if applicable): 1/23/2025

Project Completion Date: 1/26/2025

Q: Describe the project. Provide details of the project and the budget, other fundraising efforts, and the who, what, where, why and how of the project.

A: This January, the Driftrunners Snowmobile Club will be hosting the 54th annual Snowfest. This year's event will continue to celebrate the heritage and history of snowmobiling in the Cresco area with many of the same events and activities that were held over the last few years of Snowfest. These events are planned to drive both snowmobilers and non-snowmobilers to visit Cresco and explore what the town all has to offer outside of just being a snowmobiling friendly community. These events are geared to be held with and without snow and are pushed for community member participation along with snowmobile enthusiasts in the surrounding area. Some of the events we are doing include: bingo Saturday afternoon, vintage snowmobile show and ride Saturday morning, boy scout breakfast, trail rides, chili cook-off, jigsaw puzzle competition, torchlight parade, and Saturday night entertainment. These activities have been a hit for the last few years bringing in attendees which are both snowmobilers and local non-snowmobilers. We are doing events for charity again which include the poker run for Spina Bifida and HoCa. This year the Driftrunners Snowmobile Club is asking for \$4,000 to cover advertising efforts and smaller expense items related to Snowfest, and to promote our trail system in Howard and Winneshiek counties throughout the winter season. We plan to groom the trails multiple times over the week of Snowfest and that alone costs us around \$1,000 in fuel just for that time span. For advertisements we plan to spend around \$4,000 in a wide portfolio of products outside the Cresco area on: radio, magazine, and social media. We have put together an ad plan with the Iowa Snowmobiler magazine and will have a full-page ad and

2-page map centerfold for the December and January issues and full-page articles with photos from the Cresco area trails. This will cost the club around \$1,500. The Iowa Snowmobiler Magazine goes out to all snowmobilers in the state of Iowa. We are working on radio ads that will broadcast out of Decorah, La Crosse, Mason City, Waterloo, and Dubuque locations. With the radio ads, we are working to cover different music genres to ensure we get to a large variety of people covered. We will also continue to advertise in local Cresco outlets to ensure Cresco residents know what all is going on. We are also planning a full push on social media including Facebook with different advertisements running the month of January. As said in the past, if this grant is not awarded, we will still have Snowfest but the impact will be seen on hotel visits being reduced and lower turnout of people for events. We would like to thank you for the support we have received in the past and hope everyone can make it to Snowfest in January.

Q: How does this project promote Cresco tourism and how does it increase lodging use within the community?

A: The Driftrunners Snowmobile Club is a non-profit club that was established in 1968 and has a long history of snowmobiling and helping to bring people to Northeast Iowa. Each year we contribute to different charities including: Spina Bifida Association of Iowa, HoCa in Howard County, Iowa State Snowmobile Scholarship Foundation, Crestwood Dollars for Scholars, and Toy Drives in Cresco. Over the last 9 years, the Driftrunners have maintained being the largest club in the state of Iowa. The 2025 Snowfest will take place from January 23rd through 26th. Each year we expect 500 people to show up on average and if we have a large amount of snow, we have seen that number rise to 900 people over the extended 4day weekend. The Driftrunners have events throughout the year, but most of the events are focused around the winter season, where tourism is usually low for the area. Our 2 main events during the winter season are Snowfest and Charlie's Chili Feed. While both events draw in outside visitors, there are numerous times throughout the winter season on weekends and weekdays outside visitors with trailers and snowmobiles will be seen parked at the hotels in town and at the fairgrounds. We take pride to maintain easy trail access all winter season for visitors to get on and off the trails right next to the hotels and gas stations as well in the fairgrounds for parking. This helps so they do not have to try and figure out how to get on and off the trails and potentially trespass onto property. With this close access to businesses, this shows a positive attribute of the Driftrunners and brings people again and again to our town that normally would ride outside our area. The Driftrunners also work with numerous businesses throughout the year to promote their products and services. We have club rides that start at different businesses in town which promotes them as being sponsors to our club. We continue to drive our visibility on social media where we promote not only Cresco area, but all Northeast lowa for snowmobiling. We also

work to maintain access to adjoining snowmobile club trails for people to ride from Decorah, New Hampton, Charles City, Preston, and Harmony. That alone connects to other trails and allows multiple avenues to ride snowmobile to Cresco.



Our mission is to develop and grow new and existing businesses, promote community involvement, encourage business alliances, and advance and increase tourism.



Howard County

INVOICE

Bill To: City of Cresco 130 North Park Place Cresco, IA 52136

HCBT 563-547-3434 101 2nd Ave SW Cresco, IA 52136

January 6, 2025

2025 Contribution	Amount
Howard County Economic Development	\$5,000
Cresco Industrial Development Corporation	\$5,000
Cresco Area Chamber of Commerce	\$5,000
Howard County Business & Tourism	\$5,000
Please make payment to HCBT TOTAL	\$20,000

Thank you howard-county.com & crescochamber.com & visitiowa.org

28E AGREEMENT FOR FUNDING FOR SERVICES BETWEEN HOWARD COUNTY BUSINESS & TOURISM AND THE CITY OF CRESCO, IOWA

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

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

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

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

WHEREAS Agency and the City have determined it to be in the best interest of the respective Parties to enter into a 28E Agreement to coordinate economic development and tourism efforts in Cresco, lowa; and,

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

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

- Purpose. The purpose of this Agreement shall be to provide for the joint exercise of the
 respective powers of the parties hereto in connection with achieving the goals of advancing
 economic and community development and improving tourism in Howard County and the City
 of Cresco, lowa pursuant to the provisions of Chapter 28E of the Code of lowa.
- 2. <u>Administration</u>. No separate legal or administrative entity or joint board will be established by this Agreement. The Cresco City Clerk and the Director of the Agency will be designated as the administrators of the Agreement for the purpose of lowa Code Section 28E.6. No joint budget will be established or maintained for the purpose of carrying out the terms of this Agreement.
- 3. <u>Duration</u>. This Agreement shall be for a one-year term with an effective commencement date of January 1, 2022 and shall automatically renew for a one (1) year period under the same terms and conditions unless otherwise terminated as forth below in Paragraph 7.
- 4. Goals of Funding. The goal of this joint action between the City and Agency shall be to further the economic growth of Howard County and the City of Cresco through business start-ups, business retention, increased tourism, increased housing options, planning or

grant writing assistance, and all other economic development programs or efforts.

- Funding. The Agency shall, in consideration of receiving an annual payment from City in an amount determined annually by City, provide direct services in the form of economic development assistance identified in paragraph 4, above.
- 6. <u>Supervision</u>. It is agreed that the policies and activities of the Agency shall be determined and overseen by the Board of Directors of the Agency.
- 7. <u>Termination</u>. This Agreement shall continue automatically for one (I) year, commencing from its effective date under the same terms and conditions unless the terms are modified in writing by the joint action of the parties or by written notice of termination provided by one party to the other thirty (30) days prior to the expiration of any one (1) year term. This Agreement may also be terminated by either party upon the breach of any provision of this Agreement by the other party. This Agreement shall remain in full force and effect to the end of the specified term or until terminated or cancelled pursuant to this Agreement.
- 8. <u>Compliance</u>. Each party agrees that it will comply with all Federal, State and Local laws and regulations applicable to its performance under this Agreement.
- 9. Status of the Parties. It is expressly understood and agreed by the parties that nothing contained in this Agreement will be construed to create a partnership, association or other affiliation or like relationship between the parties, being specifically agreed that their relation is and will remain that of independent parties to a cooperative contractual relationship. In no event will either party be liable for the debts or obligations of theother party.
- 10. <u>Notices</u>. All notices and other communications to be given under this Agreement will be deemed given when either personally delivered or mailed by first class mail, postage prepaid, with proper address to the following addresses until otherwise notified:

To the Agency:

Howard County Business & Tourism Attn: Executive Director 101 2nd Avenue SW Cresco, IA 52136

To the City:

City of Cresco Attn: City Clerk 130 North Park Place Cresco, IA 52136

- 11. <u>Construction</u>. This Agreement shall be construed so as to comply with the requirements of the laws of the State of lowa. The provisions of this Agreement and all paragraphs and sections under it are to be construed with a view to affect its objects and to promote the intent of the parties who have fixed their sig natures herein.
- 12. Forum/Law. The Parties consent to the jurisdiction of the Iowa District Court in and for