

NOTICE AND CALL OF PUBLIC MEETING

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA
DATE OF MEETING: DECEMBER 2, 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 November 18, 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. Review Bids for Snow Removal and Possible Motion to Award Contract
2. Resolution Authorizing the Mayor to Enter into an Exclusive Beverage Agreement with Gillette Pepsi Companies
3. Resolution Authorizing the Mayor and City Clerk to Enter into an Agreement and Easement for a Driveway with Peddler Real Estate, LLC

CLOSED SESSION pursuant to Iowa Code 21.5 (1) (i)

OPEN SESSION:

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 NOVEMBER 27, 2024.

Mayor Fortune called the Cresco City Council meeting to order on November 18, 2024 at 5:30 pm. Council Members Carman, Fosaaen, Bouska, McConnell, and Kriener were present. No council members were absent.

Carman made the motion to approve the consent agenda which included approval of the: agenda; claims; minutes from the November 4, 2024 meeting; Class C Retail Alcohol License to Big Daddy Hideaway Corp d/b/a Sweeney's Lounge; Parade Permit for portions of 3rd Ave E, 8th St E, York St, 7th Ave E, 8th St E, 8th Ave E, 8th Ave W, 2nd St W, 4th Ave W and North Elm St for an ugly sweater themed 5K on November 29th. McConnell seconded and it passed all ayes.

Public Works Director Brenno reported: (a) had final walk through on 7th Street West. There are a few things that will need to be fixed prior to accepting the project; (b) final yard waste pickup for the fall was November 12th. Having issues with illegal dumping. The brush pile will be chipped this winter; (c) Street department is getting equipment ready for winter; (d) Water department has started to install cellular meters. Will be advertising for a part time person to help with the installations.

City Clerk Hill reported: (a) Water department had been looking for a leak for quite a while and have fixed several over the last few months. The accountability has increased from 70% back to 90%; (b) Amber and I will be attending the Iowa League of Cities budget training on November 19th; (c) met with Michelle from Upper Explorerland. We have compiled a list of residents and business owners to interview. Will set a date for the first steering committee meeting for December; (d) received the renewal for GWorks accounting software and it increased almost 40%. They are requiring cities to convert to their new cloud-based program in 2025. Will research other companies prior to committing to the new software and price increases that come with that. (e) Text My Gov will send out an initial text message to residents on November 21st. Residents can opt-in or out. To opt-in, they can text **CRESCO** to 91896; (f) Council received the updated the CIP rankings. There are a few projects that are ranked very differently. If Council is ok with ranking, will put on a future meeting to approve.

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

Mike Gooder presented an updated drawing for the new retail space for Plantpeddlar on Highway 9 West. There will be a parking lot off the street for customers. Using a portion of the city boulevard for the parking lot would allow for safer traffic flow. Brenno will check the ordinance for parking and see if a variance or anything else is needed.

A request from Kristi Lepa was reviewed for a sewer adjustment due to potential leaky faucet and pipe in one of her rental properties for \$592.00. She stated that she had her contractor stop to check on the high bill and he found an outside faucet to be leaking. City staff were unable to verify where the leak was located. Carman made the motion to deny the request. McConnell seconded and the request was denied all ayes.

McConnell made a motion to approve the resolution authorizing the mayor to enter into a rental service agreement with City Laundering. Bouska seconded and it passed all ayes.

Kriener made a motion to approve the resolution authorizing the mayor to enter into a agreement to perform auditing services with Gardiner + Company. McConnell seconded and it passed all ayes.

Discussion was held on the 2016 sewer truck. A new truck was in the preliminary FY25 budget as well as some body repairs to maintain the current truck. The Park department has requested a used truck in the FY26 budget. Council would like to have the Park department look at purchasing the 2016 sewer truck to replace their 1997 truck. McConnell made a motion to approve getting quotes to purchase a new sewer truck. Carman seconded and it passed all ayes.

Carman moved to adjourn the Council Meeting at 6:06 pm. Bouska seconded, and it passed all ayes. The next regular Cresco City Council meeting will be December 2, 2024, at 5:30 pm at Cresco City Hall.

Mayor Alexander Fortune

City Clerk Nicole Hill

PAYROLL CHECKS		84,930.70	NOTRE DAME	Entertainme	265.50
ACCESS SYSTEMS	Copier	462.71	O' HENRYS	Svcs	214.00
ALLIANT	Elect	6,605.34	PARK CIRCUS	Movie	150.00
AMERICAN RED CROSS	Cert	114.00	PREMIER TECH	Svcs	525.00
ANDERSON, WILLMARTH	Attny	1,658.80	RELIANCE	Ins	162.00
BADGER METER	Svcs	288.58	RUGGED DEPOT	Supp	505.00
BAKER & TAYLOR	Supp	465.67	RUPPERT	Supp	41.99
BC/BS	Ins	38,434.75	SCHUMACHER	Svcs	175.66
BOUSKA, AURORA	Ref	16.95	SIMMERING-CORY	Svcs	725.00
BRUENING ROCK	Rock	532.58	SOLAR PRO	Solar	4,535.65
BUREAU VERITAS	Svcs	85.00	SPAHN & ROSE	Supp	243.40
CARDMEMBER SVCS	Supp	854.21	ST HYGENIC LAB	Analysis	124.50
CARQUEST	Supp	241.41	STEW HANSEN	Vehicle	41,258.00
CARRICO	Supp	4,971.70	STOREY KENWORTHY	Supps	114.93
CITY LAUNDERING	Svcs	92.18	TEXT MY GOV	Svcs	6,300.00
CITY OF CRESCO	Ins	4,544.56	TREASURER, ST OF IA	Tax	6,994.44
CITY OF CRESCO	Util	29.51	UPPER IA TOOL & DIE	Svcs	170.00
CR TPD	Ads	842.50	VISA	Supp	5,481.38
DALCO	Supp	305.79	WHKS	Engr	2,452.41
DECORAH LEADER	Ads	235.00	WILSON TREE	Svcs	481.75
DELUXE ECHOSTAR	Movie	80.00	WINDRIDGE	Svcs	2,314.00
DEMCO	Supp	57.67	WINDSTREAM	Internet	238.03
DIXON ENGINEERING	Svcs	4,250.00	YANES, AMBER	Reimb	268.00
FAREWAY	Supp	487.78	ZORO	Supps	1,177.98
FOLEY'S CONST	Svcs	89.98			
FORTE	Fees	311.30	BY FUND:		
HACH CO	Supp	548.09	GENERAL		240,392.77
HAWKEYE SANI	Fees	79,395.29	NUISANCE HOUSE		1,474.37
HOLSTROM	Supp	370.20	FIRE STATION BLDG		288.63
HOWARD CO	Shared LEC	11,012.23	DRUG DOG		12.07
IA DNR	Cert	40.00	CR COMM FIRE		8.99
IA FINANCE AUTH	Interest	1,715.00	ROAD USE TAX		25,426.25
IA POETRY ASSOC	Supp	12.75	EMPL BENEFITS		7,466.35
IA PRISION IND	Supp	1,519.25	SCENE SHOP PROJECT		6,329.18
IA RURAL WATER	Dues	405.00	SEWER AGING EQUIP RPLC		1,887.01
JOHNSON CONTROLS	Svcs	1,807.98	WATER		27,006.54
KEYSTONE LABS	Analysis	1,293.25	WA UTILITY RPR RPLC		4,250.00
LICKTEIG, STEVE	Svcs	80.00	SEWER OP		30,275.18
MARTIN GARDNER	Svcs	6,329.18	SEWER SINKING		1,715.00
MEDIACOM	Phone	466.20	CAP IMPROVE		15.57
MEHMERT TILING	Svcs	9,114.30	YARDWASTE		<u>2,940.64</u>
METERING & TECH	Supp	1,626.78			
MIENERGY	Elect	7,628.88	Total Expenditures		349,488.55
NORTH CENTRAL LAB	Chems	216.88	Revenue 11/5 - 11/18/24		264,634.84

Pepsi Contract

Gillette Pepsi Companies is offering a 3-year contract that would give us a payout back for selling their products exclusively at our venues. Our original contract was for the Scoreboard in the upper gym. We haven't had a signed contract with them for 10 plus years. The benefit that they are offering is a \$3.00 rebate on all 24 count 20 oz. cases and \$1.50 rebate on other cases less than 24 count

Per of orders in the past year we would have a saving/payback of \$637.50!

I believe that signing a contract with Pepsi would be a benefit for the concessions at the Fitness Center as we are already exclusively selling their product in a vending machine that they own and service without cost to us.

After talking to the representative Tolly Hegge, he has adjusted the contract to be no more than a 3-year contract.

-tjcasper

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN EXCLUSIVE BEVERAGE AGREEMENT WITH GILLETTE PEPSI COMPANIES

WHEREAS, the City of Cresco intends to continue to offer beverages for purchase at the Cresco Fitness Center and Park concession stands; and

WHEREAS, Gillette Pepsi Companies will provide services set forth in the agreement.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized and directed to sign the Exclusive Beverage Agreement with Gillette Pepsi Companies of La Crosse, Wisconsin.

Council Person _____ moved the adoption of the foregoing Resolution and Council Person _____ seconded said Motion. Following discussion, a roll call vote was requested by Mayor and said roll call resulted as follows:

Ayes: _____

Nays: _____

Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the Exclusive Beverage Agreement between the City of Cresco and Gillette Pepsi Companies is approved and that the Mayor is authorized to execute the contract on behalf of the City of Cresco.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

BY: _____
Mayor Alexander Fortune

ATTEST: _____
City Clerk Nicole Hill

EXCLUSIVE BEVERAGE AGREEMENT

This Exclusive Beverage Agreement is between Pepsi-Cola Bottling Co. of La Crosse (Bottler) and

CRESKO FITNESS CENTER

“Customer premises” shall be defined to include the following facilities and premises:

**Cresco Fitness Center
316 3rd Avenue East
Cresco, IA 52136**

Term

The term of this Agreement is 3 years, commencing, 11 / 22 / 2024 and expiring 11 / 21 / 2027. When fully executed, this Agreement will constitute a binding obligation of both parties until such time as the foregoing commitment of the customer has been fulfilled. For purposes of this agreement, the term “year” shall mean the 12-month period during the term beginning on the first day of the term or anniversary thereof.

Scope

During the term, the Customer shall purchase Pepsi-Cola branded products from the Bottler and its delivery system. These products include, but are not limited to, Frozen Beverages, Carbonated Soft Drinks, Bar Mixers, Teas, Waters, Sparkling Waters, Isotonics, Juices, Energy drinks, Coffee-based drinks, coffee, hot chocolate & cappuccino, and other Soft Drink Beverages distributed by the Bottler.

Exclusivity

Bottler will be the **exclusive non-alcoholic beverage supplier** for the Customer during the term.

Equipment

Bottler will provide dispensing equipment, coolers, and vending machines as mutually agreed upon. Equipment is the property of the Bottler. Rental of such equipment will be charged according to state laws if applicable.

Termination

Either party may terminate this Agreement if the other commits a material breach of this Agreement, provided that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within ninety (90) days of such notice. Any upfront payments will be prorated based on time left on the contract up to the termination date. Payment is due back from Customer within 30 days of termination date.

Right of First Refusal

Upon expiration or termination of this Agreement, Customer grants Bottler the right of first refusal to match any offer made to Customer by any other party with respect to the supply of product to Customer.

Prices

Bottler reserves the right to make wholesale pricing adjustments warranted by economic conditions in the local marketplace. Current pricing is established through December 31st of year Agreement was signed, unless otherwise noted in Agreement.

Pepsi-Cola / Cresco Fitness Center
316 3rd Avenue East
Cresco, IA 52136

Rebates and Promotions

Rebates and other forms of consideration are being provided by Pepsi-Cola to **Cresco Fitness Center**, pursuant to the terms of this agreement. Pepsi-Cola will provide:

- **\$3.00 / case** rebate on all 20-oz 24-ct PET bottled products
- **\$1.50 / case** rebate on all 20-oz 12-ct PET bottled products
- **Signing Bonus 5 FREE cases Bubbl'r 12oz / 12 count and 5 FREE cases Shine 16 oz / 12 count**

Government Actions. If the action of any local, state or federal government entity (including but not limited to, the imposition of sales taxes, fees, deposit requirements, or other government-imposed fees) increases the cost of, or the fees associated with, selling any or all of the Beverage, such increases shall be paid by the customer, and shall not be used in the calculation under a price provision, if any, contained in this agreement.

The Bottler agrees that it and each subcontractor shall to the extent applicable by law comply with (1) the terms of the Equal Opportunity and Affirmative Action clauses, which are incorporated herein by this reference, and program requirements contained in 41 CFR §§ 60-1.4(a), 250.5(a) and 741.5(a), or their successors, concerning women, minorities, eligible veterans and individuals with a disability, (2) the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (41 CFR § 60-4.2(d)), or its successor, (3) the EEO-1 and VETS-100 form filing requirements contained in 41 CFR §§ 60-1.7 and 61-250.5(a), or their successors, and (4) all applicable Executive Orders, laws and regulations relating to any of the above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date first above written.

Cresco Fitness Center

Alexander Fortune
(Name)

Mayor
(Title)

12-4-2024
(Date)

Gillette Pepsi Companies


(Name)

Business Development Rep.
(Title)

11-22-2024
(Date)

RESOLUTION NUMBER _____

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO ENTER INTO A DRIVEWAY EASEMENT WITH
PEDDLER REAL ESTATE LLC**

WHEREAS, Peddler Real Estate wishes to construct a driveway to access their property and will cross City of Cresco property; and

WHEREAS, Peddler is willing to maintain the driveway area, including snow removal and routine maintenance;

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and City Clerk are authorized and directed to sign the Driveway Easement with Peddler Real Estate LLC.

Council Person _____ moved the adoption of the foregoing Resolution and Council Person _____ seconded said Motion. Following discussion, a roll call vote was requested by Mayor and said roll call resulted as follows:

Ayes: _____

Nays: _____

Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the Driveway Easement is approved and that the Mayor and City Clerk are authorized to execute the Easement on behalf of the City of Cresco.

PASSED AND APPROVED THIS 2ND DAY OF DECEMBER, 2024.

BY: _____
Mayor Alexander Fortune

ATTEST: _____
City Clerk Nicole Hill

**DRIVEWAY EASEMENT
Recorder's Cover Sheet**

Preparer Information:

Joseph P. Braun, 217 North Elm Street, PO Box 377, Cresco, IA 52136; 563-547-3321

Taxpayer Information:

City of Cresco, City Hall, 130 N. Park Place, Cresco, IA 52136

Return Document To:

Joseph P. Braun, 217 North Elm Street, PO Box 377, Cresco, IA 52136

Grantors:

City of Cresco, City Hall, 130 N. Park Place, Cresco, IA 52136

Grantees:

Peddler Real Estate, LLC, 530 2nd Ave. SW, Cresco, IA 52136

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

DRIVEWAY EASEMENT

COME NOW The Parties hereto, the City of Cresco, Iowa a Municipal Corporation of the State of Iowa (hereafter referred to as City) and Peddler Real Estate, LLC, a Limited Liability Corporation organized under the laws of the State of Iowa (hereafter referred to as Peddler) and for their Driveway Easement state:

1. City is the owner of real estate described as: Lot 2 and Lot 2 of 8, Subdivision of part of Lot 8, Wheeler's Subdivision of vacated portion of Baldwin's Addition to Cresco, Howard County, Iowa.

2. Peddler is the owner of real estate described as: The South 50 feet of Lot 2 of 8, Subdivision of part of Lot 8, Wheeler's Subdivision of vacated portion of Baldwin's Addition to Cresco, Howard County, Iowa AND Lots 9, 10, 11, 12 and 13, Block 38, Baldwin's Addition to Cresco.

3. There is an existing driveway over and across a portion of Lot 2 and the Easterly 50 feet of the North 50 feet of the South 100 feet of Lot 2 of 8, Subdivision of part of Lot 8, Wheeler's Subdivision of vacated portion of Baldwin's Addition to Cresco, Howard County, Iowa, which is used by City as a driveway and which would provide access to a parking area to be constructed by Peddler on the portion of its real estate described as: The South 50 feet of Lot 2 of 8, Subdivision of part of Lot 8, Wheeler's Subdivision a vacated portion of Baldwin's Addition to Cresco, Howard County, Iowa.

4. City hereby grants to Peddler and Peddler's heirs, assigns and successors in interest, an easement for use of the existing driveway area on the portion of the real estate owned by City described above in the preceding paragraph for access to Peddler's parking area as described above in the preceding paragraph.

5. The easement granted herein is for driveway purposes only, and Peddler may not place any items on the easement area or do anything which would hinder the City's use of the driveway area.

6. Peddler will maintain the driveway area, including snow removal and routine maintenance at Peddler's cost.

7. This Easement may be terminated by either party upon sixty (60) days written notice to the other party.

8. Peddler, on behalf of itself and on behalf of its heirs, agents, successors in interest, employees and related parties, hereby releases City from any and all claims, causes of action, damages, suits, complaints or disputes with regard to Peddler's use of the driveway easement area and agrees to indemnify and hold harmless City from and against any such claims, causes of action, damages, suits, complaints or disputes. Such duty of indemnification shall include reasonable attorney fees and costs incurred by City in defending any such claims arising out of the use of the driveway easement area by Peddler or by any of Peddler's heirs, agents, successors and interest, employees and related parties.

9. Peddler shall not alter, excavate or in any way change the driveway area without the express written consent of City. Peddler shall not do, nor allow to be done, any act or activity which would hinder or prevent City's use of the driveway area or use of City's adjacent real estate.

10. The parties hereto understand and agree that good and valuable consideration has been given for the promises contained herein and that all of the covenants and conditions herein shall be considered covenants which run with the parcels of real estate described above and shall be binding upon the parties hereto and upon their heirs, agents, assigns and successors in interest.

Dated this ____ day of _____, 2024.

CITY OF CRESCO

By: _____
Alexander Fortune, Mayor

By: _____
Nicole Hill, City Clerk

STATE OF IOWA, COUNTY OF HOWARD, ss:

This record was acknowledged before me on this ____ day of _____, 2024, by Alexander Fortune.

Notary Public

STATE OF IOWA, COUNTY OF HOWARD, ss:

This record was acknowledged before me on this ____ day of _____, 2024, by Nicole Hill.

Notary Public

PEDDLER REAL ESTATE, LLC

By: _____
Michael Gooder, Member/Manager

STATE OF IOWA, COUNTY OF HOWARD, ss:

This record was acknowledged before me on this ____ day of _____, 2024, by
Michael Gooder.

Notary Public