

**CRESTON URBAN RENEWAL PLAN**  
**SOUTH COTTONWOOD RESIDENTIAL**  
**URBAN RENEWAL AREA**  
**JUNE 2015**

**City of Creston, Iowa**



This Urban Renewal Plan provides for the development of the Creston South Cottonwood Residential Area. Its preparation was authorized by Resolution of the City Council of the City of Creston on May 20, 2014.



**Prepared by the Southern Iowa Council of Governments**

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**Urban Renewal Plan  
South Cottonwood Residential  
Urban Renewal Area  
City of Creston, Iowa**

**A. INTRODUCTION**

This South Cottonwood Residential Urban Renewal Plan (“Plan”) for the City of Creston South Cottonwood Residential Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials promote economic development in the City of Creston, Iowa. The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new residential development.

In order to achieve this objective, the City of Creston (the “City”) intends to undertake Urban Renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the Code of Iowa, as amended.

**B. DESCRIPTION OF THE URBAN RENEWAL AREA**

The South Cottonwood Residential Urban Renewal Area is described in Exhibit A and illustrated in Exhibit B-1 and B-2.

The City reserves the right to modify the boundaries of the Area at some future date.

**C. DISTRICT DESIGNATION**

With the adoption of this Plan, the City of Creston will designate this Urban Renewal Area as an economic development district that is appropriate for the provision of public improvements related to housing and residential development.

**D. BASE VALUE**

If the South Cottonwood Residential Urban Renewal Area is legally established, a TIF ordinance is adopted, and debt is certified prior to December 1, 2015, the taxable valuation within the area covered by the TIF ordinance, as of January 1, 2014, will be considered the “base valuation.” If the initial TIF ordinance is not adopted in 2015, and or if the debt is not certified until a later date, the frozen “base value” will be a different year. It may be that more than one ordinance will be adopted on property within the Area. If so, the frozen base values may vary by TIF ordinance area.

**E. DEVELOPMENT PLAN**

Creston has a general plan for the physical development of the City outlined in the City’s Comprehensive Plan 2001 – 2021 and last updated June 4, 2002. The goals, objectives and projects of this Urban Renewal Plan are in conformity with the general plan for the municipality as a whole, which is the City of Creston Comprehensive Plan 2001 - 2021.

The South Cottonwood Residential Urban Renewal Area is currently zoned R-1 Single-Family Residential District. The Developer has indicated that he will request a zoning change to R-2 Family or Multiple Family Residential District (The R-2 District is to provide for high density residential developments designed specifically for duplexes or multiple dwellings such as apartments, townhouses, row houses, condominiums, etc.). This rezoning request is necessary to allow the project to conform to the city's zoning regulations.

This Urban Renewal Plan does not in any way replace the City's current land use planning or zoning regulation process.

## **F. RESIDENTIAL DEVELOPMENT**

The City's objective in the South Cottonwood Residential Urban Renewal Area is to promote new residential development. The City realizes that the availability of housing is an important component of attracting new business and industry, responding to new development, and retaining existing businesses.

In anticipation of expected economic development, the City has taken the position of supporting the creation of new housing opportunities, including increasing the number of lots available for the construction of new houses. Providing incentives to developers may ease the cost of extending necessary infrastructure and other factors that can make residential development more risky and less profitable.

When a City utilizes tax increment financing to support residential development, a percentage of the incremental revenues (or other revenues) generated by the project (not to exceed the project costs which are limited to reimbursement of "public improvement" costs as defined by Iowa law) must be used to provide assistance to Low-Moderate Income ("LMI") families. LMI families are those whose incomes do not exceed 80% of the median county income. Currently the percentage for Creston is 45.83%.

The Iowa Economic Development Authority has approved a reduction. The reduced percentage is 28%. See Exhibit C.

The requirement to provide assistance for LMI housing may be met by one, or a combination, of the following options:

- Providing that at least 28% of the units constructed in the Area are occupied by residents and/or families whose incomes are at or below 80% of the median county income;
- Setting aside 28% of the project costs for LMI housing activities anywhere in the City;
- Ensuring that 28% of the houses constructed within the Area are priced at amounts affordable to LMI families; or
- A combination of the above.

If funds are set aside, as opposed to constructing LMI housing in the Area, the assistance for low and moderate income family housing may be provided anywhere within the City. The type of assistance provided must benefit LMI residents and/or families, which may include, but is not limited to:

1. Construction of LMI affordable housing.
2. Owner/renter-occupied housing rehabilitation for LMI residents and/or families.
3. Grants, credits or other direct assistance for LMI residents and/or families.
4. Homeownership assistance for LMI residents and/or families.
5. Tenant-based rental assistance for LMI residents and/or families.
6. Down-payment assistance for LMI residents and/or families.
7. Mortgage interest buy-down assistance for LMI residents and/or families.
8. Under appropriate circumstances, the construction of public improvements that benefit LMI residents and/or families.

### **G. AREA OBJECTIVES**

Renewal activities are designed to provide opportunities, incentives, and sites for new residential development within the area and to provide housing assistance to LMI families.

More specific objectives for development within the South Cottonwood Residential Urban Renewal Area are as follows:

1. To increase the availability of housing opportunities, which may in turn attract and retain local industries and commercial enterprises that will strengthen and revitalize the economy of the State of Iowa and the City of Creston.
2. To stimulate through public action and commitment, private investment in new residential development.
3. To plan for and provide sufficient land for residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To help finance the cost of constructing street, water, sanitary, sewer, storm, water retention basin, and other public improvements in support of new housing development.
5. To provide a more marketable and attractive investment climate.
6. To improve the housing conditions and housing opportunities for LMI individuals and families.

### **H. TYPE OF RENEWAL ACTIVITIES**

To meet the objectives of this Urban Renewal Plan and to encourage the development of the area, the City intends to utilize the powers conferred under Chapter 403 and Chapter

15A, Code of Iowa including, but not limited to, tax increment financing. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction of public infrastructure including but not limited to streets, curb and gutter, street lighting, water, sanitary sewer, or other facilities in connection with urban renewal projects.
3. To finance programs that will directly benefit the housing conditions of LMI persons in the community.
4. To provide loans, grants or rebates to private persons for urban renewal projects on such terms as may be determined by the City Council.
5. To borrow money and to provide security therefor.
6. To make or have made surveys and plans necessary for the implementation of the urban renewal program or specific urban renewal projects.
7. To use tax increment financing for a number of objectives, including but not limited to, achieving a more marketable and competitive land offering price and providing for necessary physical improvements and infrastructure.
8. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Creston and the State of Iowa.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

## **I. PROPOSED URBAN RENEWAL PROJECTS**

The proposed urban renewal project involves construction of infrastructure by a Developer (Sontag Development, LLC or an associated entity) consisting of water, sewer, gas, electric, streets, and other infrastructure authorized by the City Council for a residential (townhouse) subdivision called South Cottonwood Residential Urban Renewal Area. The City currently owns the real estate (land). The City intends to transfer to the Developer the identified land for the purpose of building townhomes (at least 24 units). Iowa Code Section 403.8 will govern the transfer of the real estate.

In addition to the construction of infrastructure, the Developer is obligated to build one and two bedroom townhomes per a schedule and market and sell the townhomes. The City intends to make Economic Development Grants to Developer in an amount equal to certain certified costs incurred by Developer for construction of the proposed infrastructure associated with the townhome development, or \$1,000,000, whichever is

less. The City intends to borrow funds by issuance of general obligation bonds for the costs of the Economic Development Grants and seek tax increment from the housing development in the Area to reimburse the City for such grants, to the extent available. As security for the Economic Development Grants, the Developer is expected to enter into a Minimum Assessment Agreement specifying a minimum actual value for the housing units to be constructed on part of the Development Property. As additional security, the Developer is expected to agree to a shortfall agreement requiring the Developer to make shortfall payments, if necessary, to reimburse the City for any shortfall which results from the difference between the tax increment collected by the City during each six-month period in respect of the housing units and the debt service payable during that six-month period on the borrowed funds (bonds).

In addition, the City will have planning and legal expenses presently estimated to be from \$80,000 to \$100,000.

The Developer is also expected to construct Low and Moderate Income Housing, which may be located outside of this Urban Renewal Area but within the city limits of the City of Creston. Initially, the Developer is expected to pay 28% of the total project costs, in cash or have expended an equivalent amount on LMI housing, or a combination to the City to satisfy the LMI set-aside requirements of Chapter 403 of the Code. This amount is currently estimated to be from \$400,000 to \$500,000. The Developer shall pay the agreed amount to the City prior to receiving any Economic Development Grants from the City. These funds shall be placed in an escrow account. The City shall return the amount upon completion of the LMI housing, all pursuant to terms of an agreement. The remaining incremental taxes (after statutory LMI obligations are met) will be available for debt retirement on the City's general obligation bond to finance the Economic Development Grants and other urban renewal project costs. The above terms are preliminary and may be modified in the final development agreement.

Further public improvements may also be constructed by the City in the new development depending on the availability of increment.

## **J. FINANCIAL DATA**

1. FY 15 Valuation: \$315,464,973.
2. July 1, 2014 Constitutional debt limit: \$15,773,249.
3. Current outstanding general obligation debt: \$3,748,190.
4. Estimated tax Increment to finance Proposed Urban Renewal Project:  
\$2,020,000 - \$2,300,000
  - a. \$1,000,000 Economic Development Grant
  - b. \$540,000 - \$700,000 for financing cost
  - c. \$400,000 - \$500,000 for LMI obligation
  - d. \$80,000 to \$100,000 for cost and expenses related to Plan and Development Agreement
  - e. This cost information is an estimation of costs; actual costs could be higher or lower.

## **K. URBAN RENEWAL FINANCING**

The City of Creston intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City of Creston has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

### **A. Tax Increment Financing**

Under Section 403.19 of the Iowa Code, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements or other incentives associated with development projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the proposed urban renewal projects. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City and in the event the expiration of the tax increment district.

### **B. General Obligation Bonds**

Under Division III of Chapter 384 and Chapter 403 of the Iowa Code, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Creston. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers in connection with the residential development. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of constructing public infrastructure related to housing. Alternatively, the City may determine to use available funds for making such loans or grants. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

## **L. AGRICULTURAL LAND**

Because the area being included in this Urban Renewal Area contains land that is being used for agricultural purposes as defined in Iowa Code Section 403.17(3), the city and the property owner(s) will enter into an agreement to which the property owner(s) will agree to allow the City to include real property defined as "Agricultural Land" in the Urban Renewal Area. See Exhibit D.

## **M. PROPERTY ACQUISITION/DISPOSITION**

If property acquisition/disposition by the City becomes necessary to accomplish the objectives of the Plan, urban renewal powers will be carried out, without limitation, in accordance with the State of Iowa Urban Renewal Law.

## **N. RELOCATION**

The City does not expect there to be any relocation required of residents or businesses as part of the proposed urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

## **O. STATE AND LOCAL REQUIREMENTS**

All provisions necessary to conform to state and local laws will be complied with by the City and the Developer in implementing this Urban Renewal Plan and its supporting documents.

## **P. SEVERABILITY**

In the event one or more provisions contained in the Urban Renewal Plan, as amended, shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, un-authorization, or enforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

## **Q. URBAN RENEWAL PLAN AMENDMENTS**

This Urban Renewal Plan may be amended from time to time for a number of reasons, including but not limited to, change in the area, to add or change land use controls and regulations, to modify goals or types of renewal activities, or to amend property acquisition and disposition provisions. The City Council may amend this Plan pursuant to appropriate procedures under Iowa Code Chapter 403.

## **R. EFFECTIVE PERIOD**

This Urban Renewal Plan will become effective upon its adoption by the City Council and will remain in effect as a Plan until it is repealed by the City Council.

With respect to the property included within the South Cottonwood Residential Urban Renewal Area, which is also included in an ordinance which designates that property as a

tax increment area and is designated based on an economic development finding to provide or to assist in the provision of public improvements related to housing and residential development, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the Code of Iowa, is limited to ten (10) years (or fifteen (15) years with the consent of the affected taxing entities) beginning with the second fiscal year following the year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within the South Cottonwood Residential Urban Renewal Area.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the Code of Iowa) by the City for activities carried out under the South Cottonwood Residential Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

## EXHIBIT A

### LEGAL DESCRIPTION OF AREA

The South Cottonwood Residential Urban Renewal Area is described as follows:

#### Legal Description

##### LOT 1:

A PARCEL OF LAND LOCATED IN THE W ½ OF THE SE ¼ OF SECTION 2, TOWNSHIP 72 NORTH, RANGE 31 WEST OF THE 5<sup>TH</sup> PM, IN THE CITY OF CRESTON, UNION COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NW CORNER OF PARCEL "G" OF SAID SECTION 2; THENCE N0°7'41"W, ALONG THE EAST RIGHT-OF-WAY LINE OF COTTONWOOD STREET, 772.74 FEET; THENCE N89°52'19"E, 199.30 FEET; THENCE S45°7'41"E, 326.27 FEET; THENCE S0°7'41"E, 260.86 FEET; THENCE S60°14'55"E, 153.24 FEET; THENCE S0°7'31"W, 133.78 FEET; THENCE S16°20'27"W, 80.30 FEET TO THE NE CORNER OF SAID PARCEL "G"; THENCE N89°29'50"W, ALONG THE NORTH LINE OF SAID PARCEL "G", 539.55 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 7.776 ACRES MORE OR LESS.

##### LOT 2:

A PARCEL OF LAND LOCATED IN THE W ½ OF THE SE ¼ OF SECTION 2, TOWNSHIP 72 NORTH, RANGE 31 WEST OF THE 5<sup>TH</sup> PM, IN THE CITY OF CRESTON, UNION COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NW CORNER OF PARCEL "G" OF SAID SECTION 2; THENCE N0°7'41"W, ALONG THE EAST RIGHT-OF-WAY LINE OF COTTONWOOD STREET, 772.74 FEET; THENCE N89°52'19"E, 199.30 FEET; THENCE S45°7'41"E, 45.87 FEET TO THE POINT OF BEGINNING; THENCE N44°27'42"E, 165.97 FEET; THENCE S42°55'00"E, 180.61 FEET; THENCE S87°42'28"E, 94.31 FEET, THENCE, S0°07'31"W, 517.15 FEET; THENCE N60°14'55"W, 153.24 FEET; THENCE N0°7'41"W, 260.86 FEET; THENCE N45°7'41"W, 280.40 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 2.252 ACRES MORE OR LESS.

##### LOT 3:

A PARCEL OF LAND LOCATED IN THE W ½ OF THE SE ¼ OF SECTION 2, TOWNSHIP 72 NORTH, RANGE 31 WEST OF THE 5<sup>TH</sup> PM, IN THE CITY OF CRESTON, UNION COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NW CORNER OF PARCEL "G" OF SAID SECTION 2; THENCE N0°7'41"W, ALONG THE EAST RIGHT-OF-WAY LINE OF COTTONWOOD STREET, 772.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N0°7'41"W, ALONG THE EAST RIGHT-OF-WAY LINE OF COTTONWOOD STREET, 366.58 FEET; THENCE N89°52'19"E, 203.87 FEET; THENCE S0°7'41"E, 124.84 FEET; THENCE S42°55'00"E, 212.54 FEET; THENCE S44°27'42"W, 165.97 FEET; THENCE N45°07'41"W, 45.87 FEET; THENCE S89°52'19"W, 199.30 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 2.199 ACRES MORE OR LESS.

**Legal Description (continued)**

LOT 4:

PARCEL "G" OF SECTION 2, TOWNSHIP 72 NORTH, RANGE 31 WEST OF THE 5<sup>TH</sup> PM, IN THE CITY OF CRESTON, UNION COUNTY, IOWA.

LOT 5:

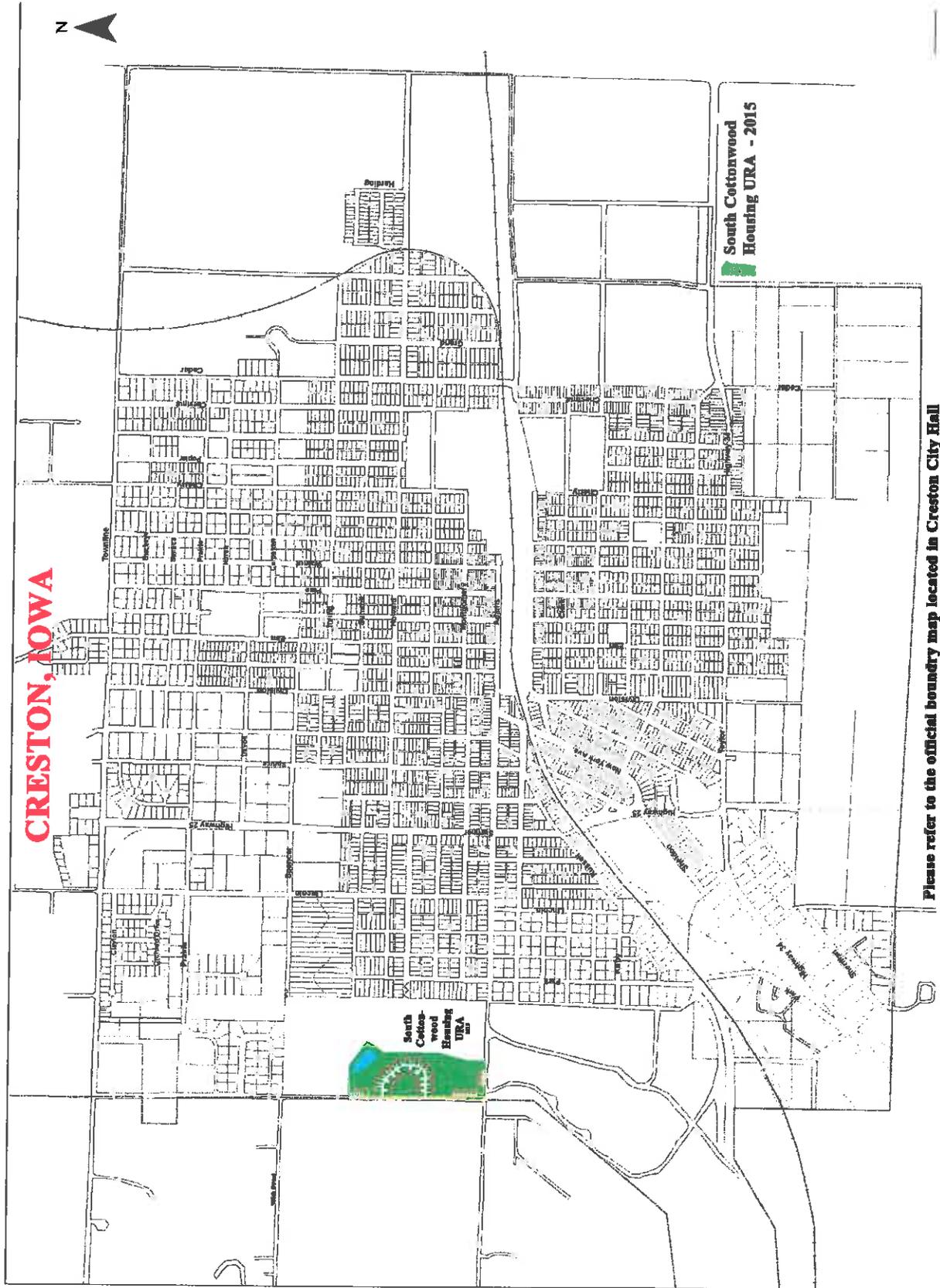
A PARCEL OF LAND LOCATED IN THE W ½ OF THE SE ¼ OF SECTION 2, TOWNSHIP 72 NORTH, RANGE 31 WEST OF THE 5<sup>TH</sup> PM, IN THE CITY OF CRESTON, UNION COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS:  
COMMENCING AT THE NW CORNER OF PARCEL "G" OF SAID SECTION 2; THENCE N0°7'41"W, ALONG THE EAST RIGHT-OF-WAY LINE OF COTTONWOOD STREET, 1139.32 FEET; THENCE N89°52'19"E, 203.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°52'19"E, 187.74 FEET; THENCE S55°32'52"E, 379.75 FEET; THENCE S34°27'08"W, 245.11 FEET; THENCE N87°42'28"W, 94.31 FEET; THENCE N42°55'00"W, 393.15 FEET; THENCE N0°07'41"W, 124.84 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 2.785 ACRES MORE OR LESS.

The South Cottonwood Residential Urban Renewal Area also includes the full right-of-way of Adams Street and the right-of-way of Cottonwood Street that is owned by the City adjacent to the Area.

Once platted, the above property is anticipated to be described as Lots 1-5 of the to-be-named-Plat.

**EXHIBIT B-1**

**South Cottonwood Residential Urban Renewal Area Map**



**EXHIBIT B-2**

**Detailed South Cottonwood Residential Urban Renewal Area Map**



## EXHIBIT C

### TIF VARIANCE APPROVAL

IOWA ECONOMIC DEVELOPMENT AUTHORITY  
500 East Grand Avenue | Des Moines, Iowa 50319 USA | Phone: 515.725.3000  
iowaeconomicdevelopment.com



June 30, 2014

Mike Taylor, City Administrator  
City of Creston  
PO Box 449  
116 W. Adams Street  
Creston, IA 50801

Dear Mr. Taylor:

The Iowa Economic Development Authority (IEDA) has reviewed your request for a variance from the amount of assistance that must be provided for low and moderate income (LMI) family housing as a result of the proposed usage of the a tax increment financing (TIF) district for residential development in the city of Creston.

Based upon our financial analysis of the project and the communities TIF indebtedness, the IEDA approves a variance to the level of 28 percent of the TIF amount relating to this project to go to the benefit of LMI housing

It is our understanding that the city will meet the LMI housing goal through affordable housing/lots outside of the project.

Please contact Nichole Warren at 515.725.3081 or [nichole.warren@iowa.gov](mailto:nichole.warren@iowa.gov) with questions you may have.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tim Waddell". The signature is fluid and cursive.

Tim Waddell, Administrator  
Community Development Division

**EXHIBIT D**

**AGREEMENT TO INCLUDE AGRICULTURAL LAND  
IN THE SOUTH COTTONWOOD RESIDENTIAL URBAN RENEWAL AREA**

WHEREAS, the City of Creston, Iowa, (the "City") has proposed to establish the South Cottonwood Residential Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of the area will include certain property which is owned by the Agricultural Land Owner; and

WHEREAS, Section 403.17 of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that the portion of the Property owned by the Agricultural Land Owner meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that it is the owner of certain Property contained within the Urban Renewal Area.

2. The Agricultural Land Owner hereby agrees that the City of Creston, Iowa, may include the portion of the property owned by the Agricultural Land Owner in the Urban Renewal Area.

3. The Agricultural Land Owner further authorizes the governing body of the City of Creston, Iowa, to pass any resolution or ordinance necessary to designate said Property as an Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Name of Agricultural Land Owner: (or person authorized to sign on Agricultural Land Owner's behalf)

**City of Creston**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Warren Woods, Mayor

Witness: \_\_\_\_\_

Lisa Williamson, City Clerk

June 2, 2015

The City Council of the City of Creston, State of Iowa, met in \_\_\_\_\_ session, in the Council Chambers, City Hall, 116 West Adams, Creston, Iowa, at \_\_\_\_\_ .M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

\_\_\_\_\_

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

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$1,300,000 TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS OF THE CITY OF CRESTON, STATE OF IOWA (FOR ESSENTIAL CORPORATE URBAN RENEWAL PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$1,300,000 TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS OF THE CITY OF CRESTON, STATE OF IOWA (FOR ESSENTIAL CORPORATE URBAN RENEWAL PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. \_\_\_\_\_, adopted June 2, 2015, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the South Cottonwood Residential Urban Renewal Plan (the "Plan") for the South Cottonwood Residential Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan as amended, is on file in the office of the Recorder of Union County; and

WHEREAS, it is deemed necessary and advisable that the City of Creston, State of Iowa, should issue Taxable General Obligation Urban Renewal Bonds, to the amount of not to exceed \$1,300,000, as authorized by Sections 384.25 and 403.12, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential corporate urban renewal purpose project(s) as hereinafter described; and

WHEREAS, before bonds may be issued, it is necessary to comply with the procedural requirements of Chapters 384 and 403 of the Code of Iowa, and to publish a notice of the proposal to issue such bonds and the right to petition for an election.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 116 West Adams, Creston, Iowa, at \_\_\_\_\_ .M., on the 16<sup>th</sup> day of June, 2015, for the purpose of taking action on the matter of the issuance of not to exceed \$1,300,000 Taxable General Obligation Urban Renewal Bonds, for essential corporate urban renewal purposes, the proceeds of which bonds will be used to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the Urban Renewal Plan for the South Cotton Residential Urban Renewal Area, including funding a development agreement with Sonntag Development LLC.

Section 2. To the extent any of the projects or activities described in this resolution may be reasonably construed to be included in more than one classification under Division III of Chapter 384 of the Code of Iowa, the Council hereby elects the "essential corporate purpose" classification and procedure with respect to each such project or activity, pursuant to Section 384.28 of the Code of Iowa.

Section 3. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Bonds.

Section 4. The notice of the proposed action to issue bonds shall be in substantially the following form:

(To be published on or before: June 5, 2015)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE  
CITY OF CRESTON, STATE OF IOWA, ON THE MATTER OF  
THE PROPOSED ISSUANCE OF NOT TO EXCEED \$1,300,000  
TAXABLE GENERAL OBLIGATION URBAN RENEWAL  
BONDS OF THE CITY (FOR ESSENTIAL CORPORATE  
URBAN RENEWAL PURPOSES), AND THE HEARING ON  
THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Creston, State of Iowa, will hold a public hearing on the 16<sup>th</sup> day of June, 2015, at \_\_\_\_\_ .M., in the Council Chambers, City Hall, 116 West Adams, Creston, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed \$1,300,000 Taxable General Obligation Urban Renewal Bonds, for essential corporate urban renewal purposes, to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the Urban Renewal Plan for the South Cotton Residential Urban Renewal Area, including funding a development agreement with Sonntag Development LLC.

At any time before the date of the meeting, a petition, asking that the question of issuing such Bonds be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Sections 384.24(3)(q), 384.25 and 403.12 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the Bonds or will abandon the proposal to issue said Bonds.

This notice is given by order of the City Council of the City of Creston, State of Iowa, as provided by Chapters 384 and 403 of the Code of Iowa.

Dated this 2<sup>nd</sup> day of June, 2015.

---

City Clerk, City of Creston, State of Iowa

(End of Notice)

PASSED AND APPROVED this 2<sup>nd</sup> day of June, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

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

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF UNION

)

I, the undersigned City Clerk of the City of Creston, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of public hearing and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

(SEAL)

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF UNION )

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Creston, in the County of Union, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING  
(Not To Exceed \$1,300,000 Taxable General Obligation Urban Renewal Bonds)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Creston News-Advertiser", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

\_\_\_\_\_, 2015.

WITNESS my official signature at Creston, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

(SEAL)

**(This agenda item should be incorporated with the other items in your regular agenda and posted/published as required.)**

AGENDA ITEM

Governmental Body: The City Council of the City of Creston in the State of Iowa.  
Date of Meeting: June 2, 2015.  
Time of Meeting: 6:00 P.M.  
Place of Meeting: Council Chambers, City Hall, 116 West Adams, Creston, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

South Cottonwood Residential Urban Renewal Plan

- Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with Sonntag Development, LLC.

Such additional matters as are set forth on the additional \_\_\_\_\_ page(s) attached hereto.  
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

---

City Clerk, City of Creston in the State of Iowa

June 2, 2015

The City Council of the City of Creston in the State of Iowa, met in \_\_\_\_\_ session, in the Council Chambers, City Hall, 116 West Adams, Creston, Iowa, at 6:00 P.M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

\_\_\_\_\_

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

\* \* \* \* \*

Council Member \_\_\_\_\_ then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH SONNTAG DEVELOPMENT, LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the Resolution duly adopted as follows:

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

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON  
THE PROPOSAL TO ENTER INTO A DEVELOPMENT  
AGREEMENT WITH SONNTAG DEVELOPMENT, LLC, AND  
PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. \_\_\_\_\_, adopted June 2, 2015, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the South Cottonwood Residential Urban Renewal Plan (the "Plan") for the South Cottonwood Residential Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan as amended, is on file in the office of the Recorder of Union County; and

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

WHEREAS, the City has received a proposal from Sonntag Development, LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to: construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the South Cottonwood Residential Urban Renewal Area as defined and legally described in the Agreement; construct certain Infrastructure Improvements (as defined in the Development Agreement); and also to develop a housing project, together with related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City will transfer certain real property located within the South Cottonwood Residential Urban Renewal Area as defined and legally described in the Agreement to Developer and make two (2) payments of Economic Development Grants to Developer, the cumulative total for both payments not to exceed the lesser of \$1,000,000, or the actual costs of the Infrastructure Improvements, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement also proposes that Developer will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$687,800 on January 1, 2016 and \$5,006,800 on January 1, 2017; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6 of the City Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 116 West Adams, Creston, Iowa, at 6:00 P.M. on June 16, 2015, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with Sonntag Development, LLC.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

**(One publication required)**

**NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF  
THE CITY OF CRESTON IN THE STATE OF IOWA, ON THE  
MATTER OF THE PROPOSAL TO ENTER INTO A  
DEVELOPMENT AGREEMENT WITH SONNTAG  
DEVELOPMENT, LLC, AND THE HEARING THEREON**

PUBLIC NOTICE is hereby given that the Council of the City of Creston in the State of Iowa, will hold a public hearing on June 16, 2015, at 6:00 P.M. in the Council Chambers, City Hall, 116 West Adams, Creston, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Sonntag Development, LLC (the "Developer").

The Agreement would obligate the Developer to: construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the South Cottonwood Residential Urban Renewal Area as defined and legally described in the Agreement; construct certain Infrastructure Improvements (as defined in the Development Agreement) on certain real property located within the South Cottonwood Residential Urban Renewal Area; and also to develop a housing project, together with related site improvements, as outlined in the proposed Development Agreement; and

The Agreement would further obligate the City to transfer certain real property located within the South Cottonwood Residential Urban Renewal Area as defined and legally described in the Agreement to Developer and make two (2) payments of Economic Development Grants to Developer, the cumulative total for both payments not to exceed the lesser of \$1,000,000, or the actual costs of the Infrastructure Improvements, under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement also proposes that Developer will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$687,800 on January 1, 2016 and \$5,006,800 on January 1, 2017.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Creston, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Creston in the State of Iowa, as provided by Section 364.6 of the City Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Clerk, City of Creston in the State of Iowa

(End of Notice)

PASSED AND APPROVED this 2nd day of June, 2015.

---

Mayor

ATTEST:

---

City Clerk

SETTLEMENT AGREEMENT

Now on this \_\_\_\_ day of \_\_\_\_\_, 2015, INTERSTATE ENTERPRISES, LTD., hereafter "Interstate" and the City of Creston, hereafter "City", enter into the following agreement.

WHEREAS, the City has made certain improvements to New York Avenue in the vicinity of the real estate owned and operated by Interstate upon which is located a cell tower.

WHEREAS, as a result of these street improvements access to Interstate's real estate must be revised.

WHEREAS, the parties have entered into an agreement to provide access to Interstate's real estate.

In consideration of their mutual promises to perform the parties agree as follows:

The City shall pave an access area as designated as the new "driveway A" on the attached diagram.

The City shall remove the old concrete from the area designated as "driveway B" on the attached diagram.

The City shall pour new concrete in the area designated as "driveway B", and Interstate shall pay one-half (1/2) the costs associated with the new concrete for this area.

The City shall take such steps as necessary to grant a permanent easement to Interstate for a driveway for ingress and egress located within the City's right-of-way designated as "driveway A" and "driveway B" on the attached diagram.

This agreement is the result of a dispute between the parties and neither party acknowledges any fault or liability by entering into this agreement.

This is the entire agreement and shall only be revised or amended or modified by a written modification executed by all parties.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

INTERSTATE ENTERPRISES, LTD.

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

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

CITY OF CRESTON

\_\_\_\_\_  
By: Mayor Warren Woods

Attest: \_\_\_\_\_

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

Prepared by: Kevin W. Kruse, Public Works Director, 116 W. Adams St., Creston, Iowa 50801 641-782-2000, ext. 1  
Return to: Lisa Williamson, City of Creston, P.O. Box 449, Creston, Iowa 50801

## EASEMENT

COMES NOW the **CITY OF CRESTON** (“City”) and **INTERSTATE ENTERPRISES, LTD.** (“Interstate”), and enter into an easement for use of a portion of the city right-of-way on the following described real estate, to-wit:

The easterly right of way of New York Avenue adjacent to and parallel with Lot 79, West Creston, Section B, Creston, Union County, Iowa.

The City hereby grants Interstate a permanent, non-exclusive fifteen-foot wide easement over and across the city right-of-way described above, to use as a driveway for ingress and egress to that property owned by Interstate legally described as set forth on Exhibit “A” attached hereto and incorporated herein by this reference.

Interstate shall bear the expense of maintaining, repairing, and removing snow and debris from the driveway, provided however, that the City shall bear the expense of any repairs or maintenance required by the use of the driveway by the City’s agents, employees, or licensees. Unless the City and Interstate agree otherwise, all maintenance, repair and removal shall be performed by Interstate.

Interstate hereby agrees to indemnify and defend the City from all liability, suits, actions, claims, costs, damages and expenses of every kind and description, including claims for personal injury, except to the extent the matter is the result of the intentional, negligent or reckless conduct of the City or their agents, employees, or licensees.

Interstate further agrees that if for any reason the City or any other utility company requires the use of this right-of-way and such use requires the driveway be removed, Interstate will bear responsibility for the driveway’s removal. In such an event, the City agrees to cooperate with Interstate to aid them in securing alternate access to Interstate’s property identified on Exhibit “A.”

All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and be binding upon, inure to the benefit of, and be

enforceable by the City and Interstate, and their respective successors and assigns. The benefits of the driveway easement granted herein shall not be extended to any properties other than Interstate's property identified on Exhibit "A," without the consent of the City.

This Agreement shall be construed and enforced in accordance with the internal laws of the State of Iowa.

This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF CRESTON, IOWA

BY: \_\_\_\_\_  
WARREN WOODS, MAYOR

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

INTERSTATE ENTERPRISES, LTD.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF IOWA     )  
                                  (ss.  
COUNTY OF UNION )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **WARREN WOODS**, to me personally known, who, being by me duly sworn, did say that he is the **Mayor** for the **CITY OF CRESTON** and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that s/he is the \_\_\_\_\_ for the **CITY OF CRESTON**; that the seal affixed thereto is the seal of the **CITY OF CRESTON**; that said instrument was signed and sealed on behalf of said **CITY OF CRESTON** by authority of its Board of Directors as contained in Resolution No. \_\_\_\_\_ adopted by the City Council on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; and that the said

**WARREN WOODS** as Mayor, acknowledged the execution of said instrument to be the voluntary act and deed of said **CITY OF CRESTON**, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF IOWA     )  
                                  (ss.  
COUNTY OF \_\_\_\_\_)

This record was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ as \_\_\_\_\_ of **INTERSTATE ENTERPRISES, LTD.**, an Iowa corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of Interstate's Real Property**

Parcel "U" located in a portion of Lot Numbered Seventy-seven (77) in West Creston, Section "B", Creston, Union County, Iowa, as shown in a Plat of Survey recorded in the office of the Union County Recorder on April 17, 2014, in Book 004, Page 647;

AND

Lot Numbered Seventy-seven (77) in West Creston, Section "B", Creston, Union County, Iowa, EXCEPT that part of said Lot Numbered Seventy-seven (77) described as follows: Commencing at the Southwest corner of Lot 77 in West Creston, Section "B", thence North 100 feet, thence East 32 feet, thence North 73 feet, to the North line of said Lot, thence East 18 feet, thence South 173 feet, thence West to the place of beginning; AND

Lot Numbered Seventy-eight (78) in West Creston, Section "B", Creston, Union County, Iowa, EXCEPT that part of said Lot Numbered Seventy-eight (78) described as follows: Commencing at the Southwest corner of Lot 78, in West Creston, Section "B", thence North 70 feet, thence East 50 feet, thence South 70 feet, thence West to the place of beginning; AND

Lot Numbered Seventy-nine (79) in West Creston, Section "B", Creston, Union County, Iowa, EXCEPT that part of said Lot Numbered Seventy-nine (79) described as follows: Commencing at the Southwest corner of Lot 79, in West Creston, Section "B", thence due Northeasterly along the West line of said Lot 79 a distance of 90 feet, thence Easterly to a point 70 feet North of the Southeast corner of said Lot 79, thence South along the East line of said Lot 79, a distance of 70 feet, thence West to the place of beginning;

ALSO EXCEPTING FROM LOTS 78 AND 79 the following described property:

Parcel "T" located in a portion of Lots Numbered Seventy-eight (78) and Seventy-nine (79) in West Creston, Section "B", Creston, Union County, Iowa, as shown in a Plat of Survey recorded in the office of the Union County Recorder on April 17, 2014, in Book 004, Page 646 (Instrument No. 2014-00000643).

Grant Agreement  
McKinley Park Restoration  
and

the Union County- South Central Iowa Community Foundation

The South Central Iowa Community Foundation has awarded a grant to your organization in the amount of \$9,000 to install solar lights. This grant is contingent on completion of the requirements outlined in the Requirement Due Dates section below. This grant will become effective upon receipt, by the South Central Iowa Community Foundation, of a signed copy of this grant agreement.

Your organization agrees to:

- Use grant funds only for the purposes indicated in the original request.
- Maintain records that clearly show how grant funds were spent in relation to the project budget submitted.
- Make such records available to the South Central Iowa Community Foundation and its auditors upon request.
- Return any funds not expended within the grant period or project unless written permission to extend the grant period has been obtained from the South Central Iowa Community Foundation.

Requirement Due Dates:

05/26/2015 Signed grant agreement returned to SCICF office.

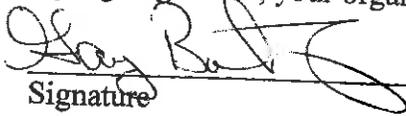
06/02/2015 We will be having a brief grant awards ceremony, Tuesday, June 2nd, 6:45 p.m. on the Afton square in conjunction with Lawn Chair Night. Please bring your lawn chairs.

03/01/2016 Final Report (include pictures, receipts, etc.)

\*Name of person(s) attending grant awards ceremony:

GARY BORCHERDING \_\_\_\_\_

By signing below, your organization agrees to the terms of this grant

  
Signature

CRESTON PARK + REC BOARD  
Title

GARY BORCHERDING  
Printed Name

5/20/15  
Date

REC'D MAY 21 2015



**South Central Iowa Community Foundation**

108 North Grand ~ Chariton, IA 50049  
Telephone (641) 217-9105 ~ Fax (641) 217-9209 ~ Website: www.scicf.org

May 14, 2015

City of Creston  
c/o Todd Jackson  
116 W Adams St  
Creston, IA 50801

Dear Todd:

On behalf of the Union County – SCICF Board of Directors, I am pleased to inform you that the Board has awarded the City of Creston, **\$5,000.00** to purchase grass/brush fire truck.

**Enclosed please find an agreement to be signed and returned to the Foundation office by May 26<sup>th</sup> and a copy for your organization. We will be having a brief grant awards ceremony on Tuesday, June 2nd, 6:45 p.m. on the Afton square in conjunction with Lawn Chair Night, please arrive by 6:30 p.m. If you would like supper it will be provided by 1<sup>st</sup> National Bank at 6:00 p.m. Please bring your lawn chairs. During the check presentation you will have the opportunity to briefly share about your project. Please let the office know who will be attending.**

**Also enclosed is a final grant report. Once your project is complete please fill this form out, attach copies of invoices or receipts, and pictures of your project. This grant report is due March 1, 2016, but may be submitted to us as soon as your project is completed.**

If you should have any questions, please contact the Foundation office at (641) 217-9105.

Sincerely,

Stacy Stephens  
Program/Administrative Assistant

Enclosure: Grant agreement  
Final Grant Report

Our mission is to contribute to a better life for people of South Central Iowa by helping donors carry out their charitable intent and by providing responsible stewardship of gifts for community purposes.



# Windstream Communications, LLC

1450 N Center Point Road  
Hiawatha, IA 52233  
563 543 8267  
cindy.parker@windstream.com

# Purchase Order Agreement

**\*\*Pricing Valid for 30 Days\*\***

<b>Bill To:</b>	<b>Ship To:</b>	<b>Order #</b>	ISGQ99265
City of Creston	City of Creston - Fire Station	<b>Date</b>	04.21.15
Becky Johnson	Becky Johnson	<b>ISG Rep</b>	Cindy Parker
116 W Adams	Creston, IA 50801	<b>Dept.</b>	
Creston, IA 50801		<b>F.O.B</b>	
641-782-2000		<b>Terms</b>	Net 30
		<b>P.O. #</b>	

Proposal is to include:

1 - 6X 12 Allworx phone system with support for up to 12 users with mailbox licenses and up to 6 CO lines. Included with the phone system are 5- 9212 IP Phones, BBU, 1 Free Interact Professional and 1 Free Reach Mobile Apps. All phones will be configured and installed. Voicemail will be configured for each user.

1 - HP Power over Ethernet 12 Port switch is included and will be configured for VLAN and installed.

One end user training class approximately one hour in length will be provided. One system Administrator class will be provided and is approximately one hour in length.

Includes: All software options, phones, POE switches, installation, training, on-going software upgrades. A 5 year warranty is included on the server only. Moves, add's and changes and post 30 day after cut training is not included.

Category 5 cabling at each phone set location will need to be in place prior to installation with each run brought back to one location. This is a presite survey quote.

Line	Qty	Description
1		<b>City of Creston - Fire Station</b>
2		<b>Allworx IP Phone System</b>
3	1	6x12 Phone System and Network Server for up to 12 users, some optional licenses are not supported. Supports use of max 2 generic SIP handsets.
4	1	Free Interact Pro
5	1	Free Reach App
6	1	4-year Extended Hardware Warranty and Software Upgrade Key package
7		
8		<b>IP Phones</b>
9	5	Allworx branded 9212L IP phone 12 programmable buttons with backlit display, no power supply
10	5	Cable kit including 5', 7', 15' CAT5E patch cords for IP phone
11		
12		<b>Network Switch and Battery Backup UPS</b>
13	1	HP POE Switch 24 Port
14	1	BACKUPS ES 750VA 120V 10 OUTLET SBY MAST CNTRL
15		
16	1	Project Manager Technical Professional Services
17	1	Installation, Basic End User and Admin Training

Continued on Next Page.....



Line	Qty	Description
18		
19		Total Installed Cost = \$5,220.70
20		
21		
22		

Note 1: Utilization of existing cables and jacks unless otherwise agreed upon in writing. Work required on cabling and jacks to be billed on a time and material basis after customer notification and agreement.

Note 2: Network assessments recommended for all VoIP equipment deployments. Quality of voice can be impacted without proper infrastructure. Customer's existing data LAN vendor will continue to manage customer's data infrastructure.

Note 3: Voice - Quality of Service can not be guaranteed outside of Paetec's Network.

<b>SubTotal</b>	<b>\$5,220.70</b>
<b>Sales Tax</b>	<i>TBD</i>
<b>Shipping</b>	<i>TBD</i>
<b>Total</b>	<b>\$5,220.70</b>

Accepted by Customer	
Signature:	_____
Print Name:	_____
Title:	_____
Date:	_____

Accepted by Windstream Communications, LLC	
Signature:	_____
Print Name:	_____
Title:	_____
Date:	_____

**Required Purchase Information**

Windstream shall not process any Purchase Order Agreement without the Customer's signature below verifying the transaction type of the Products ordered from Windstream:

Cash Purchase: \_\_\_\_\_ EFS Lease: \_\_\_\_\_ Direct Lease: \_\_\_\_\_

Any Purchase Order Agreement involving either an EFS Lease or a Direct Lease requires Customer to execute a separate Lease Agreement and provide to Windstream the valid credit and order confirmation from the Customer's leasing organization.

Any Purchase Order Agreement involving a cash purchase transaction is subject to credit verification before the Customer's Order can be processed. Customer understands that it may be required to submit a security deposit in advance of Product shipment, based on the findings of Windstream's credit review.

## Purchase Order Agreement Terms & Conditions

1. **Scope.** This Purchase Order Agreement (Agreement or Order) applies to all of the Products you have ordered from Windstream as listed above.

**Price.** Customer agrees to pay in full all amounts due hereunder within thirty (30) days of the invoice date. Late Payment Charges will be billed at 1.5% per month of the overdue amount or the maximum lawful rate allowable, whichever is less. Customer agrees to pay all reasonable costs and expenses, including but not limited to, reasonable attorney fees, expenses, court costs and service charges, incurred by Windstream in collecting any late payment. Customer also agrees to pay all applicable handling charges, interest charges, shipping charges, insurance charges, cancellation fees, or restocking charges, or any applicable sales, use, value added or privilege tax imposed on the sale or use of the Products ordered from Windstream, all of which may be additionally invoiced to Customer. If Customer has provided Windstream with a valid exemption certificate, Windstream shall not invoice Customer for any applicable federal or state sales, use, value added or privilege tax. Exemption certificates not supplied in advance of the Customer Order will result in Windstream invoicing Customer for the applicable taxes and transferring payment to the appropriate taxing authority. Tax Exemption certificates and updates may be sent to: 6000 Irwin Road, Mount Laurel, NJ 08056.

3. **Cancellation.** Customer acknowledges and agrees that only new, unopened Products will be accepted by Windstream and eligible for returns and any applicable credit.

(a) **Pre-Shipping.** If Customer cancels any portion of its Order prior to the shipment date, Customer agrees to pay Windstream a liquidated damage (not a penalty) totaling fifteen (15%) of the cancelled Order amount, plus any Cancellation Fee and/or Restocking Fee imposed on Windstream by the applicable equipment manufacturer.

(b) **Post-Shipping of Product Before Installation.** If Customer cancels any portion of its Order after shipment has occurred but before installation, Customer shall receive a credit for the invoice amount of the cancelled portion of its Order minus (a) a liquidated damage (not a penalty) totaling fifteen percent (15%) of the invoice amount related to the cancelled portion of its Order, minus (b) any Restocking Fee or Cancellation Charge imposed on Windstream by the applicable Product manufacturer, minus (c) all applicable shipping costs (original and return shipping costs).

(c) **Post-shipping of Product After Installation.** If Customer cancels any portion of its Order after shipment and installation have occurred, Customer shall not be entitled under any circumstances to receive a credit on the return of any Product to Windstream.

4. **Title; Risk of Loss and Security Interest.** Title to equipment ordered by Customer shall pass to Customer upon payment in full of all invoiced amounts. Until Windstream receives the full invoiced amount due hereunder from Customer, Customer grants to Windstream a continuing purchase money security interest in the Products ordered under this Agreement, and Customer agrees to support Windstream in the perfection of such security interest. Risk of loss or damage to the equipment ordered by Customer shall pass from Windstream to Customer upon initial delivery by Windstream or its suppliers to the delivery carrier ("FOB origin"). Unless Customer requests a different mode of transport, Windstream will normally ship all Products to Customer by surface freight. Customer agrees to pay all transportation, handling, insurance and associated charges, including but not limited to, additional charges for non-standard shipment. Windstream shall use commercially reasonable efforts to meet Customer's requested delivery dates, but Windstream does not guarantee delivery dates. Customer shall be solely responsible to coordinate all delivery arrangement required to comply with project schedule dates.

5. **Delivery.** Customer agrees, at its sole expense, to provide the proper environment and the electrical and telecommunications connections for the Products ordered from Windstream. Customer is solely responsible for correcting any hazardous conditions that may adversely affect Windstream personnel or the Products. Windstream shall use commercially reasonable efforts to begin equipment delivery prior to the Scheduled Installation Date as set forth above. If Windstream is unable to complete delivery and installation within sixty (60) days of the Scheduled Installation Date, solely for reasons beyond Customer's control or due to force majeure, CUSTOMER'S EXCLUSIVE REMEDY SHALL BE TO CANCEL THIS AGREEMENT WITHOUT INCURRING A CANCELLATION FEE OR "RESTOCKING FEE," AND WINDSTREAM SHALL RETURN TO CUSTOMER ANY AMOUNTS PREPAID BY THE CUSTOMER TO WINDSTREAM FOR THE PRODUCTS. In such an event, Windstream shall pay all applicable shipping charges to have the equipment returned to Windstream. If Customer is unable or unwilling to schedule or accept delivery or installation on the date Windstream tenders delivery or installation, Windstream shall have the right to initiate billing for the amounts due hereunder as of the date delivery or installation was tendered. Product prices and service charges are subject to change at Windstream's sole discretion if Customer delays delivery or installation by more than thirty (30) days.

6. **Installation and Configuration.** If applicable, Windstream will provide installation and configuration services purchased by the Customer as described in the Order listed above.

7. **911 Liability Limitation and Waiver.** Customer acknowledges that in the case of emergency, the location of the calling party is critical to the safety and security of occupants at Customer's premise. Voice over Internet Protocol ("VoIP") Products ordered by Customer from Windstream, which is acting as merely a reseller of such Products, may not permit the Public Safety Answering Point ("PSAP") to identify Customer's location for the purpose of dispatching emergency services when someone dials 9-1-1. The inability of a PSAP to identify Customer's location may result in emergency services such as, but not limited to, police, fire and ambulance services being unable to locate and reach Customer's location in an emergency situation (hereinafter referred to as "911 issues").

In addition to the general Limitation of Liability in this Agreement, Customer expressly waives any and all liability against Windstream and its employees, officers, directors, attorneys, representatives, predecessors, successors, assigns, parent companies, subsidiaries, owners, and affiliates related in any way to 911/E911 issues. Customer understands and agrees that additional limitations of liability provisions may apply under the relevant Windstream tariffs. Customer assumes full responsibility for the routing of emergency service calls and hereby agrees to indemnify and hold Windstream, and its personnel, officers, employees, directors, agents, and affiliates, harmless against all suits, liabilities, damages, penalties and the like, relating to or arising from, injuries, death, and/or property damage from any improper routing of 911, 9-911 or other emergency services calls that originate from Customer's location(s).

8. **WARRANTIES/DISCLAIMER. NO WARRANTY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WINDSTREAM DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY CONDITION OR QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES, OR OTHER MATERIALS OR INFORMATION PROVIDED BY WINDSTREAM. WINDSTREAM WARRANTS ONLY THAT ITS SERVICES SHALL BE PERFORMED IN A TIMELY, PROFESSIONAL AND WORKMANLIKE MANNER BY QUALIFIED PERSONNEL. IF SERVICES ARE NOT PERFORMED AS WARRANTED AND CUSTOMER NOTIFIES WINDSTREAM IN WRITING WITHIN 30 DAYS, CUSTOMER'S EXCLUSIVE REMEDY IS THAT WINDSTREAM WILL RE-PERFORM THE NON-CONFIRMING SERVICES. CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER IS AS SET FORTH IN THE LIMITED WARRANTY DELIVERED WITH THE PRODUCTS FROM THE EQUIPMENT MANUFACTURER. THESE WARRANTIES AND LIMITATIONS FROM THE EQUIPMENT MANUFACTURER ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND SOLE REMEDIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT AND SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

9. **LIMITATION OF LIABILITY.** EXCEPT AS PROVIDED BELOW, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITY OF WINDSTREAM, ITS AFFILIATES, SUBSIDIARIES AND SUPPLIERS FOR ANY CLAIMS, LOSSES OR DAMAGES OF WHATEVER NATURE (INCLUDING ACTS OR OMISSIONS OF THIRD PARTIES) SHALL NOT EXCEED THE LESSER OF: (A) THE SPECIFIC REMEDY, IF ANY, PROVIDED IN THIS AGREEMENT OR (B) IF THIS AGREEMENT DOES NOT PROVIDE A SPECIFIC REMEDY, THE DIRECT PROVEN DAMAGES IN AN AMOUNT NOT TO EXCEED THE MONEY PAID BY CUSTOMER TO WINDSTREAM FOR THE EQUIPMENT THAT DIRECTLY GIVES RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR PERSONAL INJURY PROVEN TO HAVE BEEN DIRECTLY CAUSED BY WINDSTREAM'S NEGLIGENCE, WINDSTREAM'S LIABILITY SHALL BE LIMITED TO PROVEN DAMAGES TO THE PERSON. IN NO EVENT SHALL WINDSTREAM OR ITS SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS OR LOST OR DAMAGED DATA, OR FOR CHARGES FOR COMMON CARRIER TELECOMMUNICATIONS SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE EQUIPMENT ("TOLL FRAUD"), OR FOR ANY SERVICES, OR ANY OTHER MATERIALS OR INFORMATION WINDSTREAM PROVIDES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. FURTHERMORE, IN THE EVENT SERVICES OR ANY SERVICES ARE PROVIDED TO CUSTOMER FREE OF CHARGE, WINDSTREAM'S TOTAL LIABILITY TO CUSTOMER WILL NOT EXCEED US\$5.00 OR ITS EQUIVALENT IN LOCAL CURRENCY. THIS EXCLUSION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATION, THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR IN THE EVENT OF FRAUD, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OR PARTY'S NEGLIGENCE. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY AND THE TERMINATION OF THIS AGREEMENT.

10. **Miscellaneous.** Windstream and Customer agree that the terms and conditions set forth in this Agreement govern Customer's order for any equipment and services as listed on the Windstream Order. Any other terms and conditions, preprinted or otherwise, accompanying any Customer order for the equipment or service are hereby rejected and shall have no legal effect. This Agreement is the entire agreement between the parties with respect to all equipment and services ordered from Windstream and supersedes all prior agreements, proposals or understandings, whether written or oral. This Agreement may not be amended except by subsequent written agreement signed by authorized representatives of both parties. The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of New York, without regard to its choice of law principles. Neither Windstream nor the Customer will have any liability for the failure to carry out its obligations in the manner specified herein due to any circumstances beyond its reasonable control. If any provision of this Agreement is declared invalid, the remaining provisions will remain in force.

11. **Return Policy.** When Customer is required to return any Product to Windstream for warranty service, Customer agrees to obtain Windstream's concurrence prior to returning any Product for repair or replacement and must reference any return material authorization number (RMA) issued by Windstream on documentation accompanying such returned Product. Customer further agrees to ship the item prepaid and suitably packaged to a location designated by Windstream. Windstream will return to the Customer any repaired or replaced Products at Windstream's expense. Windstream is responsible for loss of, or damage to, Customer's Product while it is, a) in Windstream's possession, or b) in transit back to Customer. Any returned Product becomes Windstream's property and, subject to Windstream's receipt of the exchanged Product, its replacement becomes Customer's property. The replacement Product may not be new, but will be in working order and equivalent to the item exchanged as determined in good faith by Windstream. The warranty period for any Product described above shall be the remaining Product warranty period, if any, issued by applicable equipment manufacturer. Customer agrees to ensure that any returned Product is free of any legal obligations or restrictions that prevent its exchange and represents that all returned Products are genuine and unaltered.

12. **Windstream Services.**

(a) Windstream's ability to deliver the Products and services ordered by Customer depends upon Customer's full and timely cooperation, plus the accuracy and completeness of information provided by Customer. Customer acknowledges that all time and material cost quoted in this Agreement are estimates. Windstream will invoice and Customer agrees to pay Windstream for all actual time and materials costs incurred to install the Products ordered by the Customer at the rates set forth herein.

(b) **Services for new installations.** Customer is required within two (2) Business Days (defined as Monday through Friday, excluding any Windstream-recognized holidays) to execute and return to Windstream the Letter of Acceptance confirming the Products have been fully installed. Failure to timely return such Letter of Acceptance shall constitute Acceptance. Upon Acceptance, Customer has until 5pm Eastern Time on the fifth (5th) Business Day to timely report any system Malfunctions. If such malfunction is timely reported, Windstream will provide the necessary corrective action, free of charge, provided such malfunction is solely cause by acts performed by Windstream or its representative. If such malfunction is cause by any other reason, Customer shall be solely liable for all corrective services performed by Windstream and invoiced to Customer. If any malfunction is not timely reported, regardless of its cause, Customer agrees to pay Windstream the time and material rates herein, for all necessary corrective action.

(c) Upon completion of any service performed by Windstream, Customer has until 5pm Eastern Time on the 2nd Business Day following the date the service was completed in order to re-open the service request and not incur additional service-related charges invoiced by Windstream.

(d) **Services Rates and Minimum Increments.** For remote service performed by a technician over the telephone, Customer acknowledges and agrees to pay Windstream a \$125.00 hourly rate with a minimum service increment of 30 minutes. For dispatch service performed by a technician at the Customer's premise, Customer acknowledges and agrees to pay Windstream a \$125.00 hourly rate with a minimum service increment of two (2) hours. For remote service performed by an engineer over the telephone, Customer acknowledges and agrees to pay Windstream a \$180.00 hourly rate with a minimum service increment of 30 minutes. For dispatch service performed by an engineer at the Customer's premise, Customer acknowledges and agrees to pay Windstream a \$180.00 hourly rate with a minimum service increment of two (2) hours. For any over-time service performed during non-standard work hours (with standard work hours defined as Monday through Friday 8 am local time to 5 pm local time), Customer agrees to pay Windstream 1.5 times the current Windstream hourly rate listed above and be liable for the same minimum service increments in effect. The determination of whether a Technician or an Engineer must provide the service is exclusively mandated by the manufacturer of the Product ordered by the Customer.

(e) Customer acknowledges and agrees that Windstream shall utilize Customer's existing cables and jacks unless both parties otherwise agree. If Windstream is required to perform work on Customer's existing cables and jacks in order to accommodate the Products ordered by the Customer, Customer agrees to pay Windstream on a commercially reasonable time and material basis based on the rates listed above in Section 12(d) after notifying Customer and obtaining Customer's permission.

(f) Windstream recommends that Customer obtain a network assessment prior to deploying any VoIP Products. Customer acknowledges that voice quality can be negatively impacted with improper network infrastructure. Customer agrees that Windstream is expressly not liable for any voice quality issues if Customer failed to have performed a network assessment from a qualified provider.

(g) Customer agrees that Windstream will support all off net, home or "road warrior" VoIP access to voice CPE on a time and materials basis based on the rates listed above in Section 12(d) due to many uncertainties caused by numerous service providers, available bandwidths, existing modems and lack of quality of service available on those circuits. Windstream simply warrants to use commercially reasonable efforts to accommodate Customer in such circumstances.

(h) Services may be provided by a Windstream affiliate or subcontractor selected by Windstream at its sole discretion.