

City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, Iowa 50801-0449
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Creston's Restored Depot and City Hall

MAYOR: Gary Lybarger
COUNCIL: Randy White, Rich Madison, Gabe Carroll, Marsha Wilson, Dave Koets, Christine Nielsen, Steve Wintermute
CITY CLERK: Lisa Williamson
CITY ADMINISTRATOR: Mike Taylor
CO-CITY ATTORNEYS: Skip Kenyon & Marlon James

Regular Meeting Agenda
City Hall/Restored Depot
Council Chambers
Tuesday, May 17, 2016
6:00 p.m.
05/13/2016 1:19 PM

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Consideration of Agenda**
5. **Consider Adoption of the Consent Agenda – NOTE:** *These items are routine items and will be enacted by one motion without separate discussion unless a Council member requests an item be removed for separate consideration.*
 1. **Minutes:** May 17, 2016 – Regular Meeting
 2. **Claims & Fund Transfers:**
 - i) **Total Claims** - \$127,424.15
 - ii) **Fund Transfers** - \$866,744.95
 3. **Cigarette Permit Renewals:** Casey's General Stores #3, #2422, #2423, #2424, #3223, #3224 and Dollar General
6. **Public Forum** – *the Mayor and City Council welcome comments from the public on any subject pertaining to City business, including items on this agenda. You are asked to state your name and address for the record and to limit your remarks to 3 minutes in order that others may be given the opportunity to speak. The Order of Business is at the discretion of the Chair. No action can be taken.*
7. **New Business**
 1. **Appointment** with Ashley Shiwarski, Utility Service Partners, Inc.
 2. **Resolution** to approve a request by the Old Tyme Power Group for a grant of \$350 to be paid for from Hotel-Motel Funds.
 3. **Resolution** to accept a grant of \$5,000 from South Central Iowa Community Foundation on behalf of the Park & Recreation Board
 4. **Resolution** to accept a grant of \$6,000 from South Central Iowa Community Foundation on behalf of the Fire Department
 5. **Resolution** to approve the purchase of cemetery software
 6. **Resolution** to approve Rental Agreement for 1707 W Adams Street with Jason Lybarger
 7. **Resolution** to set a Public Hearing on June 7, 2016, at 6:00 p.m., for the purpose of accepting public comment on the proposed sale of City-owned property located at 1000 W Jefferson Street

8. **Discuss Uptown stoplights**

i) Possible action

9. **Motion** to approve requested street closures and other requests by 10,000 Crestonians for the 2016 10,000 Crestonians 4th of July Celebration

8. **Other**

9. **Adjournment**

REGULAR MEETING OF THE CRESTON CITY COUNCIL MAY 3, 2016

The Creston City Council met in regular session at 6:00 o'clock p.m. on the above date in the Council Chambers of the City Hall Complex with Mayor Lybarger presiding.

Roll call being taken with the following Council members present: Wintermute, Koets, Wilson, Carroll, Madison, White and Nielsen.

Wilson moved seconded by Carroll to approve the agenda. All voted aye. Motion declared carried.

Madison moved seconded by Wilson to approve the consent agenda, which included approval of minutes of April 19, 2016-regular meeting and April 27, 2016-special meeting; claims of \$130,361.61 and fund transfers of \$38,341.46; liquor license renewals for Colburn's Corner Saloon, The Lobby, Hy-Vee and Casa de Oro; and refund of former Sidetracked Again Liquor License. All voted aye. Motion declared carried.

No one spoke during Public Forum.

Mayor Lybarger announced that now was the time for a Public Hearing to receive public comment concerning an amendment of the current budget for FY Ending June 30, 2016. He asked if anyone wished to speak in favor of the Amendment; no one did. He asked if there was any written correspondence in favor of the Amendment; there was none. He asked if anyone wished to speak against the Amendment; no one did. He asked if there was any written correspondence; there was none. He then called the Public Hearing to a close.

A resolution was offered by Wintermute seconded by Wilson to approve amending the current budget of the City of Creston for the FY Ending June 30, 2016 and authorize the Mayor and Clerk to execute the proper documentation. Carroll, Madison, White, Nielsen, Wintermute, Koets and Wilson voted aye. Resolution declared passed.

Mayor Lybarger announced that now was the time for a Public Hearing to receive public comment on Consideration of \$875,000 General Obligation Refunding Capital Loan Notes 2016A. He asked if anyone wished to speak in favor of the Consideration; no one did. He asked if there was any written correspondence in favor of the Consideration; there was none. He asked if anyone wished to speak against the Consideration; no one did. He asked if there was any written correspondence against the Consideration; there was none. He then called the Public Hearing to a close.

A resolution was offered by Wilson seconded by White to approve Consideration of \$875,000 General Obligation Refunding Capital Loan Notes 2016A and authorize the Mayor and Clerk to execute the proper documentation. Nielsen, Wintermute, Koets, Wilson, Carroll, Madison and White voted aye. Resolution declared passed.

Mayor Lybarger announced that now was the time for a Public Hearing to receive public comment regarding an easement request to place a fence in the City right-of-way at 605 S. Pine Street. He asked if anyone wished to speak in favor of the easement request; no one did. He asked if there was any written correspondence in favor of the easement request; there was none. He asked if anyone wished to speak against the easement request; no one

did. He asked if there was any written correspondence against the easement request; there was none. He then called the Public Hearing to a close.

A resolution was offered by Wintermute seconded by Wilson to approve the easement request to place a fence in the City right-of-way at 605 S. Pine Street and authorize the Mayor and Clerk to execute the proper documentation. Carroll, Madison, White, Nielsen, Wintermute, Koets and Wilson voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Carroll to approve replacement of sidewalk on the east side of Sumner Avenue from Fremont Street north through the pedestrian tunnel and authorize the Mayor and Clerk to execute the proper documentation. Madison, White, Nielsen, Wintermute, Koets, Wilson and Carroll voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Nielsen to approve amending an Engineering Agreement with Walker Coen Lorentzen Architects, Inc., for the Restored Depot Exterior Opening Restoration Project and authorize the Mayor and Clerk to execute the proper documentation. Wintermute, Koets, Wilson, Carroll, Madison, White and Nielsen voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Madison to approve a funding request by 10,000 Crestonians 4th of July Committee for \$5,500.00 to be paid from the Hotel-Motel Fund to help with expenses of the event held July 1 – July 4, 2016, and authorize the Mayor and Clerk to execute the proper documentation. White, Nielsen, Wintermute, Koets, Wilson, Carroll and Madison voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by White to accept a USDA Grant in the amount of \$16,500.00 on behalf of the Police Department and authorize the Mayor and Clerk to execute the proper documentation. Nielsen, Wintermute, Koets, Wilson, Carroll, Madison and White voted aye. Resolution declared passed.

A resolution was offered by Madison seconded by Wilson to set dates for Bid Letting on May 31, 2016, and a Public Hearing on June 7, 2016, at 6:00 p.m. for the Replace Runway 16/34 VASIs (with PAPIs) and REILs Creston Municipal Airport Project and authorize the Mayor and Clerk to execute the proper documentation. Carroll, Madison, White, Nielsen, Wintermute, Koets and Wilson voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Wintermute to approve hiring an Equipment Operator I for the Street Department and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wilson, Carroll, Madison, White, Nielsen and Wintermute voted aye. Resolution declared passed.

Jim Garrett, Iowa State Legislative Director of SMART-Transportation Division (UTU) met with Council to ask for their support and resolution for the Federal Railroad Association to maintain two-person engineering crews on the trains for safety purposes.

A resolution was offered by Wilson seconded by Carroll to support the FRA's proposed rulemaking, requiring that trains operated in America be operated by no less than a two-person crew and authorize the Mayor and Clerk to execute the proper documentation.

White, Nielsen, Koets, Wilson and Carroll voted aye. Madison and Wintermute voted nay. Resolution declared passed.

A Nuisance Appeal Hearing was held at the request of Jack Willis, owner of property located at 627 New York Avenue. Mr. Willis stated he did not have the funds to tear the nuisance house down and dispose of it.

Madison moved seconded by Wintermute affirming that this house located at 627 New York Avenue is a nuisance. Mr. Willis will have 90 days to abate the nuisance, if not abated at the end of the 90 days, a criminal complaint will be filed against Mr. Willis and it will then be processed through the court system. All voted aye. Motion declared carried.

Fire Chief Todd Jackson gave Council a briefing and update on the Rental Housing Regulations and is requesting some amendments to the policy be made for issues such as if the landlord remains non-compliant after being inspected, or landlords do not register their rental properties, they be given 30 days to comply, and then be charged a municipal infraction if they continue to remain non-compliant.

Chief Jackson and Mike Taylor will work on the proposed amendments and present at a future Council meeting.

Under Other, Councilperson Wilson asked for a yield sign to be placed at the uncontrolled intersection of Grand Avenue and Summit Street.

Councilperson Wintermute asked if the City can get rid of all the stop lights in the uptown area since most don't work. It will be placed on the next agenda for discussion and possible action.

Wintermute also asked what it costs to clean the mowed grass out of the sewer system. Jim Bristow, Waste Water Treatment Plant Superintendent, said it costs \$76 per hour plus wages and benefits.

Public Works Director Kevin Kruse discussed the possibility of people living outside of city limits hooking up to the new sewer line that is going to be placed on the west side of town, and is asking Council how this would get paid for. It will cost roughly \$60,000 - \$70,000 from the new manhole to approximately 800 feet. There will be more discussion on this.

A Work Session was held with Forrest Aldridge and Libby Patten of Veenstra & Kimm, to discuss waste work concerns, permit, contributor agreements, etc. The National Pretreatment Program is to protect publicly owned treatment works (POTW) and the environment from hazardous or toxic wastes. The IDNR and EPA require certain types of industries to have a Pretreatment Agreement with the POTW if they meet certain criteria. One of the City's local industries is requesting additional limits for their Total Suspended Solids (TSS), which would limit the City's cushion for treatment. Decisions will have to be made within the next few months to make certain the City is staying within their permitting limitations at the Wastewater Treatment Facility.

Motion was made by Wilson seconded by Madison to adjourn the meeting. All voted aye. Council adjourned at 7:28 p.m.

Mayor

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
POLICE PROTECTION	GENERAL FUND	CARPENTER UNIFORM CO &	INNER BELT/LEATHER	52.98	
		ROBERT WINTERMUTE	EAR WICS/UNIFORM TIES	105.06	
		IOWA COUNTY ATTORNEYS ASSOCIATION	GRAPHICS-2017 SQUAD CAR	500.00	
		CRESTON MOTOR SUPPLY INC	2016 ACTS OF INT LAW ENFO	65.00	
		PETTY CASH - POLICE	PAINT/FILTERS	37.22	
			USPS-POSTAGE	2.51	
			ABELL-PURCHASE OF EVIDENCE	110.00	
			POLICE LEGAL SCIENCES, INC.	ANNUAL LEGAL UPDATE RENEW	1,200.00
			SUPREME CLEANERS	UNIFORM CLEANING-APR;16	76.50
				TOTAL:	2,149.27
DEFENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR	LEC BILLING-APR'16	5,073.84	
			TOTAL:	5,073.84	
FIRE PROTECTION	GENERAL FUND	BIG BOYZ TOYZ, INC.	INSTALL BUMPER ON TRUCK	100.00	
		CRESTON CITY WATER WORKS	WATER-FIRE STATION	25.92	
		ED M FELD EQUIP CO INC	REPAIR SCBA (AIR BACK)	37.50	
		FASTENAL	MISC TOOLS	67.68	
			MISC TOOLS	1,060.36	
			MISC TOOLS	236.99	
			MISC TOOLS	301.37	
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC & GAS	105.42	
			ELECTRIC & GAS	515.10	
		PETTY CASH - FIRE	USPS-POSTAGE	1.78	
			HYVEE-SUPPLIES FOR TRAININ	19.47	
			WALMART-OFFICE SUPPLIES	10.70	
			HYVEE-SUPPLIES FOR TRAININ	8.28	
	FARM&HOME-DEF FOR R-3	11.99			
		TOTAL:	2,502.56		
BUILDNG & HSG SAFETY	GENERAL FUND	CHAT MOBILITY	WIFI HOTSPOT-APR'16	22.66	
		PETTY CASH - FINANCE	RECORDING FEES	24.00	
			TOTAL:	46.66	
ANIMAL CONTROL	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC & GAS	22.52	
			ELECTRIC & GAS	36.70	
		CRESTON MOTOR SUPPLY INC	TAILGATE HANDLE	18.59	
		TOTAL:	77.81		
STREET LIGHTING	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC & GAS	9,150.07	
		CRESTON MOTOR SUPPLY INC	LIGHTPOLE PARTS	27.14	
			TOTAL:	9,177.21	
TRAFFIC SAFETY	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC & GAS	952.47	
			TOTAL:	952.47	
AIRPORT	GENERAL FUND	DISH	DISH TV-JUN'16	53.08	
		CLAPSADDLE-GARBER ASSOCIATES INC	PAPIS & REILS DESIGN SRV	1,790.00	
			PAPIS & REILS DESIGN SRV	228.50	
		WASTE MANAGEMENT	DUMPSTERS	61.96	
		DES MOINES STEEL FENCE CO INC	FENCING IMPROVEMENTS	9,930.00	
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC & GAS	450.61	
		WSST AVIATION INC	PER FBO CONTRACT	1,354.17	
	FUEL PROFIT-APR'16	2,041.52			
		TOTAL:	15,909.84		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
SOLID WASTE CLCT/DSPSL	GENERAL FUND	WASTE MANAGEMENT	RECYCLE COLLECTION-8 X'S	800.00
			GARBAGE COLLECTION-APR'16	<u>38,988.57</u>
			TOTAL:	39,788.57
LIBRARY SERVICES	GENERAL FUND	COPY SYSTEMS INC	MONTHLY CONTRACT	29.91
		CRESTON CITY WATER WORKS	WATER-LIBRARY	15.88
		WASTE MANAGEMENT	DUMPSTERS	40.89
		DEMCO	OFFICE SUPPLIES	284.17
		GALE CENGAGE LEARNING	NEW MATERIALS	74.72
			NEW BOOKS	49.38
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC & GAS	205.65
			ELECTRIC & GAS	760.44
		MICROMARKETING LLC	NEW MATERIALS	40.00
		OFFICE MACHINES	OFFICE SUPPLIES	218.07
		LEON J DOROTHY	TROUBLESHOOTING/REPAIR	32.00
			TROUBLESHOOTING/REPAIR	48.00
			TROUBLESHOOTING/REPAIR	<u>48.00</u>
			TOTAL:	1,847.11
PARKS	GENERAL FUND	CINTAS CORPORATION NO 2	GLOVES/SAFETY GLASSES	117.43
		NORTON, BUNNY	SHELTER CANCEL REFUND	25.00
		ALL FLAGS, LLC	(4) 3XS POW FLAGS	111.33
		ARAMARK UNIFORM & CAREER APPAREL GROUP	UNIFORMS-PARK	8.00
			UNIFORMS-STREET/PARK/CEMET	8.00
		WASTE MANAGEMENT	DUMPSTERS-PARK	275.00
		FARM & HOME SUPPLY INC	HYDRANT FOR CAMPGROUND	99.99
			FITTING FOR HYDRANT	10.64
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC & GAS	878.26
		ECHO GROUP INC	TIMER FOR SHELTER HOUSE	80.81
		KRANTZ PLUMBING & HEATING	PLUMBING REPAIRS	218.70
			BATHROOM REPAIRS-PARK	215.10
		CRESTON MOTOR SUPPLY INC	BOLTS-MOWER BUMPERS	15.84
		PETTY CASH - MAINTENANCE	TITAN-SNOWPLOW MOUNT	124.00
		PETTY CASH - RECREATION	FARM & HOME-ROPE FOR FLAGP	8.50
			AKIN-ROPE FOR FLAGPOLE	5.79
			AGRIVISION-SPRING FOR MOWE	25.17
		RJ'S PORTABLES	PORTA POTTIE CAMPGROUND	<u>75.00</u>
			TOTAL:	2,302.56
		RECREATION	GENERAL FUND	ZACHARY, BRIAN
ALL FLAGS, LLC	(4) 3X5 POW FLAGS			105.60
ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC & GAS			79.08
KRANTZ PLUMBING & HEATING	PLUMBING REPAIRS			218.70
OFFICE DEPOT	MANILLA ENVELOPES			16.48
GARY KELLEY	REKEY DOORS AT COMPLEX			<u>140.00</u>
	TOTAL:			582.86
CEMETERY	GENERAL FUND	CINTAS CORPORATION NO 2	GLOVES/SAFETY GLASSES	117.43
		ARAMARK UNIFORM & CAREER APPAREL GROUP	UNIFORMS-CEMETERY	4.00
			UNIFORMS-STREET/PARK/CEMET	4.00
		AGRIVISION EQUIPMENT GROUP	TRADE 62" BLADES FOR 72"	6.06
		WASTE MANAGEMENT	DUMPSTERS	61.96
		FARM & HOME SUPPLY INC	GARDEN SPADE/DRAIN SPADE	46.62
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC & GAS	191.30
		CRESTON MOTOR SUPPLY INC	BATTERY BRUSH	7.59
SERVICE TECHS INC	NO SPILL 2.5 GAL	23.95		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AGRILAND FS INC	205.7G GAS	369.03
			460G #1 DIESEL	658.26
			TOTAL:	1,490.20
SWIMMING POOL	GENERAL FUND	FARM & HOME SUPPLY INC	(2) SQUEEGEES	77.88
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC & GAS	263.11
			TOTAL:	340.99
FINANCIAL ADMINISTRATN	GENERAL FUND	ACCESS TECHNOLOGIES INC	MONTHLY CONTRACT-MAY'16	841.57
		10000 CRESTONIANS	FIREWORKS CONTRIBUTION	5,500.00
		AKIN BUILDING CENTER	LUMBER & SCREWS	36.36
		BANKERS LEASING CO	COPIER LEASE BUYOUT	836.87
		CRESTON CITY WATER WORKS	WATER-LINCOLN SCHOOL	9.07
		CRESTON PUBLISHING CO	HAY GROUND LEASE AD	14.70
			SEASON PT POSITIONS-5X'S	33.44
			ADVERTISING	798.35
		HOLIDAY INN - DES MOINES AIRPORT	LODGING-IMFOA CONFERENCE	95.20
		HYDRO-KLEAN	REMOVE FUEL-701 W ADAMS	2,832.00
		IOWA DEPT OF TRANSPORTATION	RENEWAL FEE-ADVERTISING SI	15.00
		OFFICE DEPOT	TONER-MIKE'S PRINTER	276.02
		PETTY CASH - FINANCE	RECORDING FEES	19.00
			RECORDING FEES	89.00
		PRAIRIE SOLID WASTE AGENCY	WASTE REMOVAL-908 W ADAIR	63.70
		SECRETARY OF STATE	NOTARY RENEWAL-MIKE	30.00
			TOTAL:	11,490.28
LEGAL SERVICES	GENERAL FUND	LYNCH DALLAS, PC	PROF SERVICES-APR'16	691.68
			PROF SERVICES-MAY'16	691.68
		KENYON & NIELSEN PC-ATTYS AT LAW	PROFESSIONAL SERVICES	641.76
			PROF SERVICES-SALE TO HABI	125.00
		WILSON, HANSON & ASSOCIATES, P.C.	LEGAL SVCS-D SHIMER	39.00
			TOTAL:	2,189.12
CITY HALL	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC & GAS	252.32
			ELECTRIC & GAS	502.77
		INNOVATIVE INDUSTRIES INC	JANITORIAL SERVICE-APR'16	500.00
			TOTAL:	1,255.09
ROAD MAINTENANCE	ROAD USE TAX	PEOPLEFACTS, LLC	BACKGROUND CHECK-VAN GORP	25.13
		OMG MIDWEST, INC.	8YDS M-4	1,314.56
		ARAMARK UNIFORM & CAREER APPAREL GROUP	UNIFORMS-STREET	47.92
			UNIFORMS-STREET/PARK/CEMET	94.26
		CRESTON PUBLISHING CO	EQUIP OPERATOR 1 JOB AD	99.23
		EASTERN IOWA TIRE, INC	TIRE CREDIT	106.00-
			DUMP TRUCK TIRES	773.84
		FASTENAL	CONCRETE BIT/ANCHORS	20.22
			SCREW IN ANCHORS	8.32
			BIT/ANCHORS-UNDERPASS	62.77
		HEARTLAND TIRE & AUTO	MOUNT/DISMOUNT TIRES #32	80.00
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC & GAS	133.03
			ELECTRIC & GAS	611.85
		IOWA TOOL & MANUFACTURING INC	(2) 15X20 DUAL WALL W/BEL	280.80
		MURPHY TRACTOR & EQUIPMENT CO.	BACK WINDOW FOR BACKHOE	564.20
		CRESTON MOTOR SUPPLY INC	OIL/BRAKE CLEAN/FILT	404.79
			PARTS PAINT TRAILER	49.26
			SPRAYER/STROBE/CORE	222.30

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CONCRETE MARKER	8.32
			BRAKE TOOL/PLIERS	31.07
			TORCH TANK REFILL	20.12
		O'HALLORAN INTERNATIONAL INC	PURGE VALVE FOR AIR DRYER	88.29
		OFFICE MACHINES	WHITE BOARD/MARKERS	30.39
		PETTY CASH - MAINTENANCE	ECHO-DOOR PUSH BUTTON	11.08
			PETTY CASH - MAINTENANCE	6.01
			FARM & HOME-HAMMER	14.12
			FASTENAL-UNDERPASS BOLTS	4.59
		SERVICE TECHS INC	CARB KIT	11.95
		AGRILAND FS INC	660G #1 DIESEL/1081G GAS	2,883.77
		SCHILDBERG CONSTRUCTION COMPANY INC	250T CLASS D ROCK	798.07
			27.33T ROAD ROCK	329.34
		ZIEGLER INC	STARTER FOR LOADER	365.21
			TOTAL:	9,288.81
POLICE FORFEITURE	POLICE FORFEITURE	K & J HARDWARE INC	DOG FOOD	31.99
			TOTAL:	31.99
MC KINLEY PARK RENOVAT	RESTRICTED GIFTS-M	CRESTON PUBLISHING CO	PARTY IN THE PARK ADVERTI	140.03
			TOTAL:	140.03
LIBRARY (RESTRICTED GIF	RESTRICTED GIFTS-L	SCHOLASTIC INC	NEW MATERIAL	120.75
		APPLE INC	ELECTRONIC EQUIPMENT	7,580.00
		INGRAM	NEW MATERIALS	43.12
			TOTAL:	7,743.87
SANITARY SEWER/WASTWTR	SEWER OPERATING FU	AKIN BUILDING CENTER	(4) 2X12'S-PILOT STUDY	67.16
		ARAMARK UNIFORM & CAREER APPAREL GROUP	UNIFORMS-WWTP	28.50
			UNIFORMS-WWTP	33.11
		CENTRAL PUMP & MOTOR, LLC	PUMP TEAR DOWN	417.50
		CRESTON CITY WATER WORKS	1/2 ONE CALL LOCATES-APR'1	40.95
		WASTE MANAGEMENT	DUMPSTER-WWTP	75.14
		MARK ZELLMER	WATER SERVICE	171.42
		ELECTRIC PUMP INC	MYERS SEWAGE PUMP	302.85
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC & GAS	695.94
			ELECTRIC & GAS	5,395.90
		NORTH CENTRAL LABORATORIES	YSI-328 PORTABLE DO METER	535.98
			YSI 059860 DO PROBE	366.83
		NORTHERN BALANCE & SCALE INC	SCALES, WEIGHTS, THERMOME	300.00
		TRANSIT WORKS	MARKING PAINT & FLAGS	187.08
		UPS	POSTAGE	11.44
			TOTAL:	8,629.80
ANIMAL CONTROL	ANIMAL SHELTER	*AG SPENCER, CARL	SUCCESSFUL ADOPTION	20.00
		CRESTON PUBLISHING CO	CARE AD'S-APR'16	60.75
		CRESTON VET CLINIC PC	CREDIT DISCOUNT-APR'16	229.45
			OFFSET APR'16 CREDIT DISCO	229.45
			MEDICAL-DOG-S. DAVIS	50.00
			TOTAL:	130.75

DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT

===== FUND TOTALS =====

001	GENERAL FUND	97,176.44
110	ROAD USE TAX	9,288.81
120	POLICE FORFEITURE	31.99
166	RESTRICTED GIFTS-MCKNLY P	140.03
167	RESTRICTED GIFTS-LIBRARY	7,743.87
610	SEWER OPERATING FUND	8,629.80
953	ANIMAL SHELTER *AGENCY FU	130.75

GRAND TOTAL: 123,141.69

TOTAL PAGES: 5

CITY OF CRESTON
MANUAL CHECKS/DEBITS - PERIOD ENDING 05/17/16

SELF FUNDING INSURANCE

SISCO	CLAIMS	2,764.29
SISCO	CLAIMS	
SISCO	MONTHLY PREMIUM	
KABEL	MONTHLY FEE	
SELF FUNDING INSURANCE	TOTAL	<u>\$ 2,764.29</u>

FINANCE DEPARTMENT

UNION COUNTY RECORDER	RECORDING FEES	69.00
FINANCE DEPARTMENT	TOTAL	<u>\$ 69.00</u>

RECREATION DEPARTMENT

IA DEPARTMENT OF REVENUE	QTR SALES TAX	95.00
RECREATION DEPARTMENT	TOTAL	<u>95.00</u>

AIRPORT DEPARTMENT

WEST AVIATION	PER FBO CONTRACT	1,354.17
AIRPORT DEPARTMENT	TOTAL	<u>1,354.17</u>

MANUAL CHECKS/DEBITS TOTAL

\$ 4,282.46

FUND TRANSFERS FOR PERIOD ENDING:

05/18/16

POSTING DATE

LOWING TRANSFERS ARE SCHEDULED TO BE MADE AFTER COUNCIL APPROVAL:

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR	
\$ 63.70	121 L.O.S.T.-PROP TAX RELIEF(50%)	001 GENERAL FUND	121 3-6910	63.70		
	<div style="border: 1px solid black; padding: 2px;"> FOR: HOUSE DEMO-908 W ADAIR VENDOR: PRAIRIE SOLID WASTE AGENCY </div>		001 3-4830		63.70	
			121 1110		63.70	
			001 1110			
\$ 5,500.00	009 HOTEL-MOTEL TAX	001 GENERAL FUND	009 3-6910	5,500.00		
	<div style="border: 1px solid black; padding: 2px;"> FOR: 4TH OF JULY CELEBRATION VENDOR: 10,000 CRESTONIANS </div>		001 3-4830		5,500.00	
			009 1110		5,500.00	
			001 1110			

FUND TRANSFERS FOR PERIOD ENDING:

06/01/16
POSTING DATE

THE FOLLOWING TRANSFERS ARE SCHEDULED TO BE MADE AFTER COUNCIL APPROVAL:

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 34,507.50	121 L.O.S.T.-PROP TAX RELIEF (50%)	200 DEBT SERVICE	121 3-6910	34,507.50	
			121 1110		34,507.50
			200 1110	34,507.50	
			200 3-4830		34,507.50
<div style="border: 1px solid black; padding: 2px;"> FOR: 6/1/15 PRINCIPAL & INT PMT FIRE TRUCK VENDOR: BOND 2012A #0185387032 BANKERS TRUST </div>					
\$ 169,352.50	125 TIF-JAMES (75%)	200 DEBT SERVICE	125 3-6910	169,352.50	
			125 1110		169,352.50
			200 1110	169,352.50	
			200 3-4830		169,352.50
<div style="border: 1px solid black; padding: 2px;"> FOR: 6/1/15 PRINCIPAL & INTEREST PAYMENT BOND 2012A VENDOR: #0185387032 BANKERS TRUST </div>					
\$ 116,356.25	125 TIF-JAMES (75%)	200 DEBT SERVICE	125 3-6910	116,356.25	
			125 1110		116,356.25
			200 1110	116,356.25	
			200 3-4830		116,356.25
<div style="border: 1px solid black; padding: 2px;"> FOR: 6/1/15 PRINCIPAL & INTEREST PAYMENT COTTONWOOD VENDOR: #0185377389 BANKERS TRUST </div>					
\$ 261,710.00	125 TIF - HWY 34	200 DEBT SERVICE	125 3-6910	261,710.00	
			125 1110		261,710.00
			200 1110	261,710.00	
			200 3-4830		261,710.00
<div style="border: 1px solid black; padding: 2px;"> FOR: 6/1/15 PRINCIPAL & INTEREST PAYMENT BOND 2012B VENDOR: #0185387040 BANKERS TRUST </div>					
\$ 171,010.00	611 SEWER DEBT SERVICE	200 DEBT SERVICE	611 3-6910	\$171,010.00	
			611 1110		\$171,010.00
			200 1110	\$171,010.00	
			200 3-4830		\$171,010.00
<div style="border: 1px solid black; padding: 2px;"> FOR: 6/1/15 PRINCIPAL & INTEREST PAYMENT SRF#2 VENDOR: IOWA FINANCE AUTHORITY #CW9408R </div>					
\$ 56,505.00	611 SEWER DEBT SERVICE	200 DEBT SERVICE	611 3-6910	56,505.00	
			611 1110		56,505.00
			200 1110	56,505.00	
			200 3-4830		56,505.00
<div style="border: 1px solid black; padding: 2px;"> FOR: 6/1/15 PRINCIPAL & INTEREST PAYMENT SRF#3 VENDOR: IOWA FINANCE AUTHORITY #CW9704R </div>					
\$ 51,740.00	611 SEWER DEBT SERVICE	200 DEBT SERVICE	611 3-6910	51,740.00	
			611 1110		51,740.00
			200 1110	51,740.00	
			200 3-4830		51,740.00
<div style="border: 1px solid black; padding: 2px;"> FOR: 6/1/15 PRINCIPAL & INTEREST PAYMENT SRF#4 VENDOR: IOWA FINANCE AUTHORITY #C0157R </div>					
\$ 861,181.25 TOTAL - TRANSFERS			HASH TOTALS: \$ 1,722,362.50 \$ 1,722,362.50		

**MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF
CRESTON, IOWA, AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.
D/B/A SERVICE LINE WARRANTIES OF AMERICA**

This MARKETING LICENSE AGREEMENT ("Agreement") entered into as of [_____, 20__] ("Effective Date"), by and between the City of Creston, Iowa ("City"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("SLWA"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners ("Residential Property Owner"); and

WHEREAS, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products ("Warranty"); and

WHEREAS, SLWA is the administrator of the National League of Cities Service Line Warranty Program and has agreed to provide the Warranty to Residential Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

AGREEMENT

1. **Purpose.** City hereby grants to SLWA the right to offer the Warranty to Residential Property Owners subject to the terms and conditions herein.
2. **Grant of License.** City hereby grants to SLWA a non-exclusive license ("License") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising, all at SLWA's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of SLWA during the term of this Agreement.
3. **Term.** The term of this Agreement ("Term") shall be for three (3) years from the

Effective Date. The Agreement will automatically renew for additional one (1) year terms ("Renewal Term") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, if said breach is not cured during said thirty (30) day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate. During the Term, SLWA shall conduct seasonal campaigns each year in accordance with the schedules set forth in Exhibit A. The pricing for each such campaign shall be in accordance with Exhibit A attached hereto.

4. **Consideration.** As consideration for such license, SLWA will pay to City a License Fee of Fifty-Cents (\$.50) for each month a Warranty shall be in force (and for which payment is received by SLWA) for a Residential Property Owner ("License Fee") during the term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of the succeeding year. Each License Fee payment herein shall be paid within thirty (30) days after it becomes due. SLWA shall include with each License Fee payment to City a statement signed by an SLWA corporate officer certifying the calculation of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of SLWA's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Indemnification.** SLWA hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "Indemnitee") harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the SLWA or its officers, employees, contractors, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the SLWA or its officers, its employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

6. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with

the United States Postal Service, addressed as follows:

To: City:
ATTN: Mike Taylor
City of Creston
116 W Adams St
Creston, IA 50801
Phone: (641) 782-2000

To: SLWA:
ATTN: Vice President, Business Development
Utility Service Partners Private Label, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317
Phone: (724) 749-1003

7. **Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

8. **Assignment.** This Agreement and the License granted herein may not be assigned by SLWA without the prior written consent of the City, such consent not to be unreasonably withheld.

9. **Counterparts/Electronic Delivery.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

10. **Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Iowa. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

11. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

**MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF CRESTON AND
UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE
WARRANTIES OF AMERICA**

CITY OF CRESTON

By: _____

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

By: _____

Brad H. Carmichael, Vice President

By: _____

Exhibit A
NLC Service Line Warranty Program
City of Creston, IA
Term Sheet
April 22, 2016
(Term Sheet valid for 90 days)

I. Term of agreement

a. Initial term

i. Three years guaranteed (total of 9 campaigns)

II. Annual royalty – \$0.50 per month per paid warranty contract

a. City logo on letterhead, advertising, billing, and marketing materials

b. Signature by City official

III. Products offered

a. External sewer line warranty

b. External water line warranty

c. In-home plumbing warranty

IV. Scope of Coverage

a. External sewer line warranty

i. Scope is from the city main tap until line daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]

b. External water line warranty

i. Scope is from the meter and/or curb box until it daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]

ii. Extended Coverage: Coverage includes thawing of frozen external water line.

c. In-home plumbing warranty

i. Scope covers residential in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry. Coverage includes broken or leaking water, sewer, or drain lines that may be embedded under the slab or basement floor. Coverage also includes repair of clogged toilets.

V. Marketing Campaigns – three seasonal campaigns per year (Spring, Fall and Winter)

a. 2016 Spring - Sewer

b. 2016 Fall - Water

c. 2016 Winter - In-home plumbing

d. 2017 Spring - Sewer

e. 2017 Fall - Water

f. 2017 Winter - In-home plumbing

g. 2018 Spring - Sewer

h. 2018 Fall - Water

i. 2018 Winter - In-home plumbing

VI. Campaign Pricing

a. Sewer

- i. Year 1 - \$7.75 per month; \$88.00 annually
- ii. Year 2 - \$7.75 per month; \$88.00 annually (subject to annual review)
- iii. Year 3 - \$7.75 per month; \$88.00 annually (subject to annual review)

b. Water

- i. Year 1 - \$5.75 per month; \$64.00 annually
- ii. Year 2 - \$5.75 per month; \$64.00 annually (subject to annual review)
- iii. Year 3 - \$5.75 per month; \$64.00 annually (subject to annual review)

c. In-home plumbing

- i. Year 1 - \$6.99 per month; \$78.99 annually
- ii. Year 2 - \$6.99 per month; \$78.99 annually (subject to annual review)
- iii. Year 3 - \$6.99 per month; \$78.99 annually (subject to annual review)

May 4, 2016

Mike Taylor
City of Creston

Re: Insurance

The Old Tyme Power group is a non-profit organization that is currently paying \$350 per year for liability insurance to be able to hold fund raising activities in the city of Creston.

The Old Tyme Power group has only one fund raiser per year and that is in the park during the city's Fourth of July celebration. The group thoroughly enjoys setting up our tractor displays and making homemade ice cream. However, our group is getting older and the displays have gotten smaller and we are not sure how much longer the club can incur this insurance cost.

Any financial assistance that the City of Creston could help our group out with for this insurance cost would be greatly appreciated.

Thank you ahead of time for your consideration.

Old Tyme Power

Curtis Dukes

641 344 2590



South Central Iowa Community Foundation

108 North Grand ~ Chariton, IA 50049

Telephone (641) 217-9105 ~ Fax (641) 217-9209 ~ Website: www.scicf.org

REC'D MAY 09 2016

May 5, 2016

McKinley Park Restoration
c/o Gary Borcharding
116 W Adams St
Creston, IA 50801

Dear Gary:

On behalf of the Union County – SCICF Board of Directors, I am pleased to inform you that the Board has awarded the McKinley Park Restoration \$5,000.00 for umbrellas and pool activities.

Enclosed please find an agreement to be signed and returned to the Foundation office by May 31st and a copy for your organization. We will be having a brief grant awards ceremony on Tuesday, June 7th, 7:00 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 1st 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, 2017, 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



South Central Iowa Community Foundation

108 North Grand ~ Chariton, IA 50049

Telephone (641) 217-9105 ~ Fax (641) 217-9209 ~ Website: www.scicf.org

May 5, 2016

City of Creston
c/o Todd Jackson
116 W Adams.
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, \$6,000.00 to purchase turnout gear.

Enclosed please find an agreement to be signed and returned to the Foundation office by May 31st and a copy for your organization. We will be having a brief grant awards ceremony on Tuesday, June 7th, 7:00 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 1st 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.

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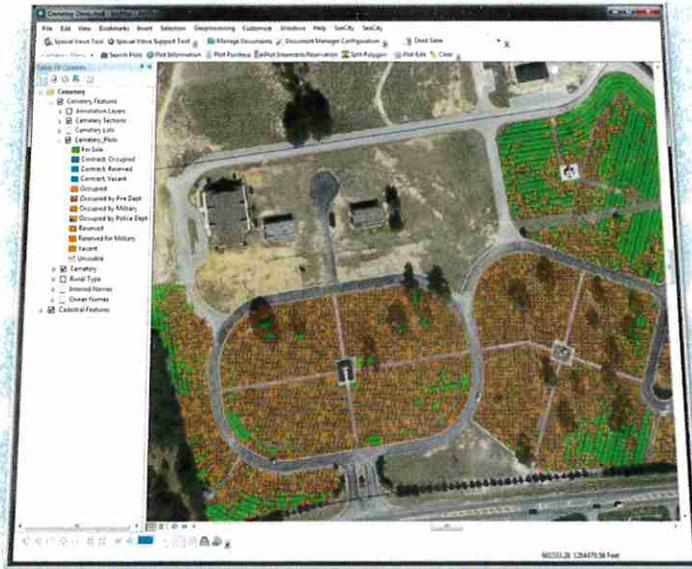
If you should have any questions, please contact the Foundation office at (641) 217-9105.

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 to carry out their charitable intent and by providing responsible stewardship of gifts for community purposes.



APRIL 25, 2016
(REVISED)
INFORMATION FOR

Cemetery Management System

PRESENTED TO

Graceland Cemetery
City of Creston
1830 S. Cherry St
Creston, IA 50801

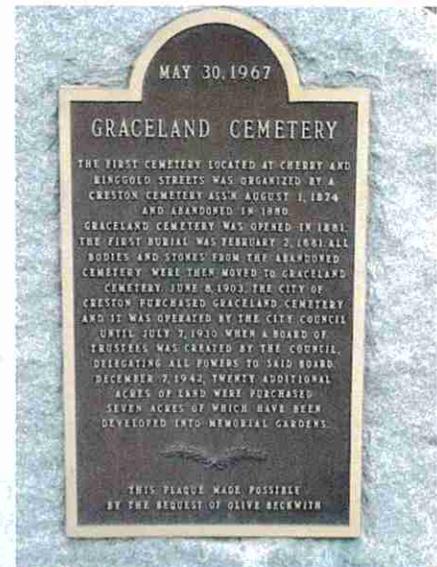


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About NewCom Technologies, Inc.

NewCom Technologies Inc has been in business since 1995. NewCom was founded by members of the management and engineering teams of a national company. NewCom is a privately owned Woman Owned Small Business headquartered in Des Moines, Iowa. NewCom Specializes in customized development and management of Geographic Information Systems (GIS).

Moving from the first versions of digital documentation to the current advanced versions of Geographic Information Systems (GIS), NewCom has continually incorporated the ever-evolving spatial technology into its business operation. This special attention to technology driven production has placed NewCom in the forefront of mapping: And has advanced GIS technology available to cities and towns, etc. that have a need for more efficient operations and GIS mapping but may not have the resources to do so.

The NewCom Promise

NewCom's origins are rooted in telecommunication engineering – over the course of 30 years, NewCom's senior associates together have engineered and managed more than 200,000 miles of OSP for cable television operators and telephone companies. Moreover, the NewCom team managed the conversion of more than 30,000 miles of utility plant documentation to an enterprise Geographical Information System (GIS) that streamlined the operational, management, and marketing functions of a nationwide telephone company.

Additionally, the NewCom engineering team, GIS specialists, and programmers — coming from many different environments, have brought a new vision to GIS based facility management... These experts are respected, sought after, and innovative resources in the industries we work in.

Because many of us have been in operations, it is understood throughout the organization that unfulfilled commitments can harm your business operations. For that reason, it is NewCom's goal and promise to demonstrate that we are honest in every way, which gives you freedom to focus on service delivery and trust that NewCom will meet its commitments.

Key Personnel

Jim Petro, Founder and CTO

jpetro@newcomtech.com (formerly Director of OSP, McLeodUSA; Senior VP of Engineering, New Heritage Associates; VP of Engineering, Heritage Communications; Director of Engineering, Rollins Communications) BSEE, University of New Haven; Senior Member SCTE

(Ms.) **Dana McCarthy, President & Chief Executive Officer** dmccarthy@newcomtech.com (formerly EVP, COO, NewCom; Marketing Communications Director, NCMIC Group, Downtown Des Moines Chamber of Commerce, Junior Achievement of Central Iowa; Communications Project Coordinator, Iowa Department of Economic Development) BA, Drake University; Member SCTE

Sharon Aupperle, Senior GIS Analyst & Cemetery Management Consultant

saupperle@newcomtech.com (formerly GIS Analyst, Bartlett & West, Senior Production Manager & GIS Specialist, McLeodUSA and NewCom Technologies) A.A.S. Structural Engineering, Southwestern Community College

Shiva Chinniah, VP of Application Development

schinniah@newcomtech.com (GIS Software Engineer: Northrop Grumman, T-Mobile, PSMA Australia, Western Michigan University Hewlett-Packard) M.A. GIS Michigan, B.S. Computer Science, University of Malaya, B.S. Mathematics, University of Science; Malaysia. MCP (Microsoft Certified Professional) and CCNA (Cisco Certified Network Associate)

Chase Schieffer, GIS Analyst

cschieffer@newcomtech.com (formerly GIS Technician, NewCom) B.S. University of Iowa, Geography; B.S. University of Iowa, English

The Entrance to GIS

NewComCMS is an inexpensive doorway for cemetery associations to enter into a Geographic Information System (GIS) for managing and maintaining critical cemetery records and services.

Your cemetery facilities (and everything you know about them) are "relational data" that relate to a spot on the earth, also known as a geospatial point; and a geospatial point is the basis of GIS. With GIS, anything that happens to this spot on the earth can be recorded and stored and accessed and analyzed and updated easily. Yet there are formidable obstacles to overcome when thinking about a new way to do things ... and GIS technology can seem daunting and EXPENSIVE.

NewCom has knocked down the walls that may keep cemeteries from the immediate payback of GIS-based facility mapping – NewComCMS Cemetery Management is the entrance that you've been looking for. Based on ESRI's ArcGIS technology, NewComCMS offers local government an inexpensive entry to GIS documentation and management of a community's critical cemetery information—top to bottom and everything in between is shown on screen.

Consolidate your Cemetery Records

There is a simple solution to cemetery records management and retrieval. Geographical Information Systems (GIS) are electronic network information storage systems that can save both time and money by consolidating your cemetery into one easy to use package. In this way you will never have to look for old maps again.

NewComCMS will help you

- Improve record keeping
- Easily manage the sale of plots and internments all through a map
- Extensive search capability
- Track critical day to day operations
- Store images, and any electronic document associated with a cemetery record
- Easy retrieval of cemetery data
- Editing capabilities without going to a card file to update
- True mapping/GIS based solution for on-screen visual referencing

NewComCMS gives you a seamless map of the cemetery layout, along with geo-coded data that is part of the data management solution; at the click of a mouse you can get the answers you need. You will be able to see your cemetery in its entirety and have a depository of everything everybody knows about the facilities ... a library of knowledge that can be used to plan for the future, manage in the present, and learn from the past.

Cemetery Records Management

NewCom Technologies has enhanced the power of desktop GIS by developing an extension for its NewComCMS application to support management of cemetery records. No longer will the cemetery personnel have to depend on paper based maps and records. NewCom's GIS solution offers an affordable way to manage cemetery related records directly from a desktop map interface.

NewComCMS replicates the plat of the cemetery site in the GIS. Aerial photography can be provided as additional background reference. The individual plots are identified with the cemetery's standard for recording sections, lots and plots.

NewComCMS includes a simple to use **Plot Splitting Tool** to accommodate multiple cremains interred within one plot.

A sophisticated **Search Interface** can rapidly satisfy public inquiries. The record searches can be performed with a minimum amount of information and the user can quickly narrow the scope from the selected records. Searches can be made by names, dates, etc.

The map interface portrays at a glance the status of each lot, by colorizing them. The map can be customized to show; lots for sale, unusable lots and lots where interments have been made. The display can also identify the special status of the decrease, such as veterans, and other public servant roles.

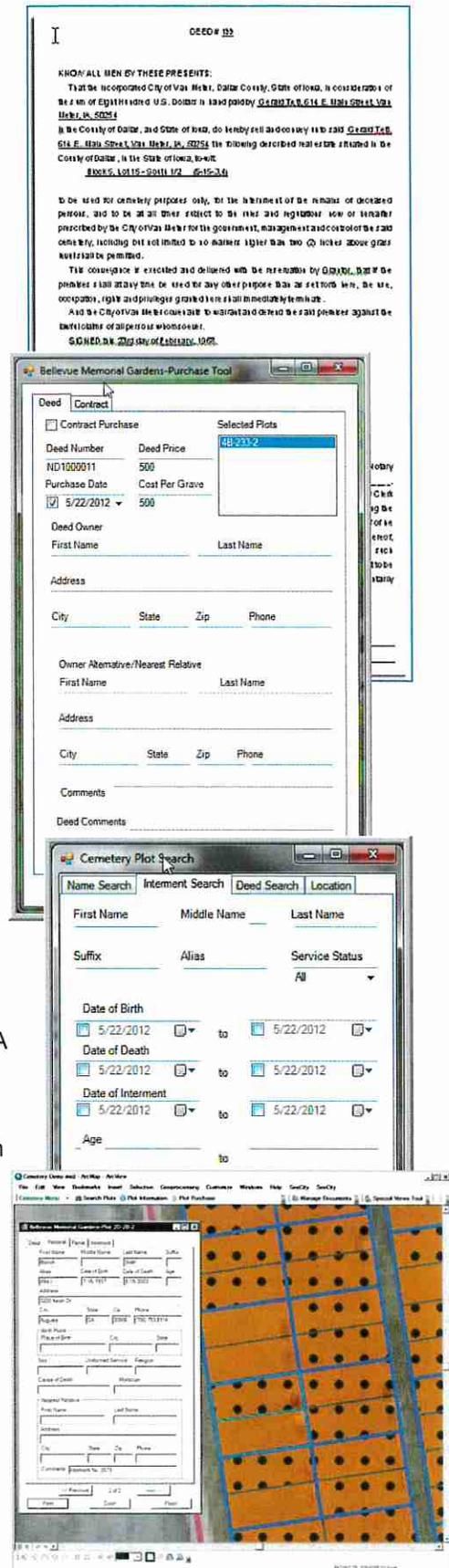
Plot Sales uses an intuitive interface, which allows the purchaser to select the plot directly from the map interface. Only plots that can be sold are available for selection. Multiple plots can be selected at once and deed and owner information is recorded on all the selected plots. Deeds are automatically generated to replicate the trustee's current deed document.

Update **Interment Records** easily, as it becomes available. Select a plot directly from the map or use the search tool to quickly find a lot. A form is provided to input the lot information, and specifics about the deceased.

Detailed Information can be stored for interments. This information can include the deceased; birth, death, and interment dates, religion, funeral director, mortician, casket material, interment receptacle, cause of death, memorial information, tombstone inscriptions, photographs of tombstones, and important next of kin information.

Individual Reports on burial lot information are easily generated. Using the selection tool or the search interface, the user can quickly find the information that is required.

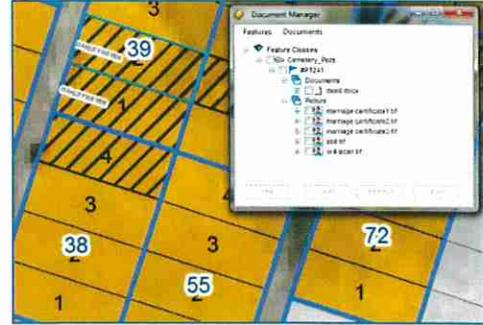
Cemetery Reports can be generated on plot purchases, revenue from purchases, and interment activities for selected periods. An overview report will provide general information on all plots contained in the cemetery. Report functions can be used to



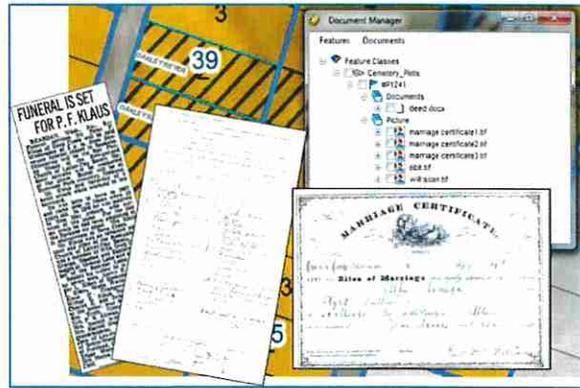
generate the information required for quickly reporting the number of deeds and interments made for the cemetery's fiscal reporting period.

Document Manager allows for any document pertaining to the plot, such as executed deed, deed transfers, photos, obituaries, videos, and memorial cards to be linked to the plot.

Create burial and marker **Permits** quickly, straight from your desktop with no searching for files and information.

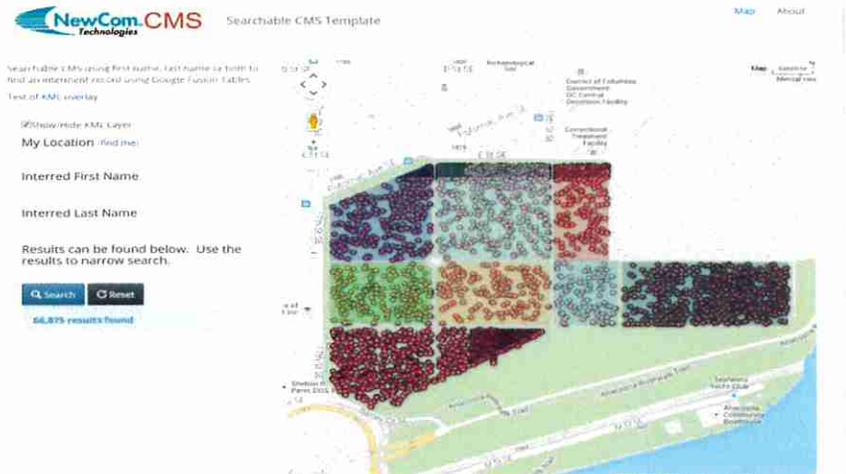


Any Cemetery Plot Report			
Section: 48	Lot: 100	Plot: 3	
Deed Information			
Deed ID: KD1900026	Deed Date: 9/27/2012 10:03:56 AM	Price: \$1,000.00	
Legal Description: 48-101-2,1			
Deed Owner: Stephen			
Owner Address: ..	Phone:		
Other Contact:			
Other Contact's Address:	Phone:		
Other Contact Comments:			
Deed Comments:			
Burial Permit			
Permit Number:	Date:		
Type of Burial:			
Permit Holder:	Phone:		
Holder Address: ..	Phone:		
Permit Comments:			
Interment Information			
Name: Stephen	JAA:	Sex:	
Date of Birth:	Date of Death:	Age:	Date of Interment:
Interred Address: ..	Phone:		
Interred Place of Birth: ..	Religion:		
Service Status:	Mortician:		
Cause of Death:			
Contact:			
Contact's Address:	Phone:		
Contact Comments:			
Interment Receipts:	Receiptable Material:		
Memorial Description:	Funeral Director:		
Interment Comments:			
Memorial Image			



CMS Online Viewer Module

Using a web-browser to access the Cemetery's burial information, is a snap. By using NewCom's CMS online viewer module, you will reduce burial inquiries and provide a valuable information search service from anywhere in the world. Our module integrates perfectly with your existing web-site, updates online data automatically, and provides quick, safe, and easy access to your cemetery burial data from any internet computer, tablet PC, or smartphone.



NewCom's Cemetery Management Client References

Please feel free to contact the references below to discuss NewCom's software and service experience:

Historic Congressional Cemetery
Margaret Puglisi
1801 E Street, SE
Washington, DC 20003
MPuglisi@congressionalcemetery.org

Oakwood Cemetery Association
Paul Steenhoek
(641) 621-2517
pauls@ppipella.com

City of Casper, WY
Mike Leyba – Highland Cemetery Supervisor
(307) 235-8317
mleyba@cityofcasper.com

Town of Paxton, MA
Judi Mancini – Head of the Cemetery Board
(508) 753-2022
jmancini32@charter.net

Project Scope of Service

The City of Creston Cemetery Department, representing Graceland Cemetery has requested information and pricing relative to procuring a software solution for a GIS-base Cemetery Management System. The Graceland Cemetery is approximately 44 acres of cemetery land. Approximately 32 acres is developed cemetery land at present, with the remainder to be used in the future.

Project Assessment

NewCom has reviewed the City of Creston's request and developed this proposal around what it believes is the most cost effective approach.

Project Approach

Upon a notice to proceed, NewCom will have a team of GIS technicians begin the digitizing of the cemetery map(s).

Aerial photos will be used as a background for the cemetery. The current maps(s) of Graceland Cemetery will be digitized to provide sections / lots / burial space features which interface with the cemetery management package. The City of Creston's Cemetery staff / volunteers will need to Quality Control (QC) the digitized map created by NewCom. We will provide a copy of the digitized map which will be subdivided according to the burial plots, lots and sections.

NewCom realizes that there may be many changes to the map NewCom will provide to Graceland Cemetery staff/volunteers for QC, we request that this map be QC'd in a timely manner.

Project Schedule

NewCom estimates through constant contact between both parties, this process would be completed within 180 days from the start date. If correction process extends beyond the 180 days, NewCom may expect to be compensated at an hourly rate for changes to the map.

Training, Support and Documentation

NewCom will complete the installation and training of the CMS system. The training will consist of 4 hours online. The curriculum will consist of:

- Basic overview and use of Esri's GIS software
- Overview of the delivered GIS data structure
- Extensive overview and use of NewCom's CMS system
- Editing techniques and publishing methods
- Recommended practices and procedures for maintaining the Cemetery's datasets

Final System Acceptance

NewCom will incrementally send updated pdf files for the City of Creston's Cemetery staff / volunteers to review, and will make modifications based on their review. Upon notice to the City of Creston's Cemetery staff, a complete installation will be completed within 60 days, at which time NewCom will ask the Town of Creston for final acceptance.

NewCom will continue to provide phone and online support for 12 months following the final acceptance.

Project Requisites

Before the project can get underway, the City of Creston will need to provide or approve the following:

- ☛ Copy of the existing cemetery map(s), for the cemetery.
 - An updated map will be provided by NewCom for your review and update of any inconsistencies before installation.
- ☛ As the project progresses, you will agree to periodically meet via a conference call with NewCom to assure compliance with the Cemetery's expectations.

Software - NewCom Requirements

- ☛ Microsoft Office 2007 Professional (or newer edition) with Word, Excel, and Access
- ☛ Computer File Backup Routine / System
- ☛ All Current Windows Updates Installed
- ☛ Computer Audit Tool Run of System
 - WinAudit
 - http://download.cnet.com/WinAudit/3000-2086_4-10832099.html
- ☛ ArcGIS for Desktop requires a minimum installation of Microsoft Internet Explorer Version 7.0 (or newer) – This is required for licensing services.

Project Deliverables

At the end of the project, you will be provided with the following deliverables:

- ☛ NewComCMS Cemetery Management applications
- ☛ Geodatabase and datasets to represent the cemetery layout
- ☛ Installation and up to 4 hours of on-line training
- ☛ Two large-scale color plots of the cemetery

GIS Development & Activation Cost Components

<u>Base GIS for Critical Infrastructure</u>	
- NewCom Cemetery Management Software Basic Version- 1st License	\$1,500.00
o Full Function Core Cemetery Management GIS based software	
o Starting year 2 maintenance and support is \$395 annually - payable to NewCom	
- NewCom Cemetery Management Software Basic Version- Add'l License Each	N/C
o Full Function Core Cemetery Management GIS based software	
o Starting year 2 maintenance and support is \$100 annually - payable to NewCom	
<u>Additional NewCom Cemetery Management Tools</u>	
NewCom CMS Online Viewer	\$995.00
o Starting year 2 maintenance and support is \$200 annually - payable to NewCom	
<u>Map Conversion and GIS Development</u>	
	\$4,200.00
NewCom will locate and provide Ortho Imagery of the Cemetery	
NewCom will digitize an AutoCAD file in the proper projection system and scale	
NewCom will digitize each cemetery section / lot / plot from the paper maps	
NewCom will digitize each multiple burial space	
Quality Control for accuracy and completeness	
<u>Existing Database (Spreadsheet) Conversion</u>	
	\$1,000.00
NewCom will convert the existing database to NewCom's database structure	
<u>Customized Documents</u>	
	\$300.00
NewCom will develop your Templates	
o Deed, Contract, Permits, etc.	
NewCom will Customize your Reports	
o Sales, Military Locations, etc.	
<u>On-line Installation and set-up of the Cemetery Management System</u>	
	\$300.00
- NewCom will schedule a convenient time with you to do the installation and set-up of the Cemetery Management System	
<u>Training and Support</u>	
	\$500.00
NewCom will schedule a convenient time with you to do the training of the Software Module	
The 1st years Maintenance Support is included in this proposal	
<u>Project Total</u>	\$8,795.00

<u>NewCom's Yearly Maintenance & Support Program</u>	
- Cemetery Management System - 1st License	\$395.00
- Cemetery Management System - 2nd License	\$100.00
NewCom CMS Online Viewer	\$200.00
<u>Maintenance Yearly Total</u>	\$695.00

Component Descriptions

Cemetery Management Software

- ☛ 2 single user license(s) of NewComTech CMS, current version.
- ☛ 1st year maintenance for software releases, tech support and upgrades
- ☛ Management application supports:
 - Plot sales, interment updates, record search and reporting
 - Document Management
 - Map Printing
 - Optional Facility Management
 - Sprinkler / Water Systems
 - Road Surfaces
 - Walk Way Surfaces
 - Electrical Services
 - Tree / Shrub / Plant Inventory

Cemetery Web Viewer Module

- ☛ Allows the cemetery to post their data online for the public to view
 - You will have control over what information you post online
 - Searching capabilities will be available to the public online.

Map Conversion and GIS Development

- ☛ Geodatabase structure and documentation
- ☛ Digitizing the cemetery section / lot / plot maps provided by the Cemetery
- ☛ All custom Word templates, plot legends and Access interfaces to support special applications
- ☛ Publish of final GIS dataset for use with the freely distributed ArcReader, the Esri data viewer

Training and Support

- ☛ NewCom will schedule a convenient time with the Cemetery Staff for on-line installation of the software and geodatabase.
- ☛ NewCom will schedule a convenient time with the Cemetery Staff for the on-line training of the NewCom CMS Software module.

Maintenance Programs

NewComTech CMS Software Maintenance Program (All NewCom Products)

- ☛ New releases, patches, and software updates to keep your NewComTech CMS products current.
- ☛ Technical Support from skilled and experienced analysts.
- ☛ Unlimited phone and email support of any problem experienced by Licensee in connection with the operation of the Covered Software. The request for support will be responded to within 24 hours or less, during normal business hours.

<i>NewCom's Yearly Maintenance & Support – Beginning year 2</i>	
Cemetery Management System - 1st License	\$395.00
Cemetery Management System - 2nd License	\$100.00
NewCom CMS Online Viewer	\$200.00
<i>Maintenance Yearly Total</i>	\$695.00

Doing Business with NewCom

Project Timetable

On award of this project, we can begin this work within 30 business days of receipt of signed agreement and will be completed within 180 working days from the day that all required information is received from you.

Billing

NewCom requires a pre-payment of 20% of the project on award, 70% on delivery of the digitized map files to be approved by appropriate cemetery staff, the final 10% upon installation with training.

Payment Terms

NewCom would like invoices to be paid within 30 days of the issue date. In the event that accounts become past due, collection activities will commence. Accounts that become gravely past due will begin to accrue interest at a rate equal to one and one-half percent (1½%) per month or the highest rate permitted by law, whichever is less; and the client shall agree to pay all reasonable costs and expenses of collection by NewCom of any past due amounts.

Price Increases

Revisions or alterations to the Scope of Work may obligate the Client to additional fees and costs. These may include but are not limited to: changes made to database structure after NewCom's initial review, any new work requested by the Client after the execution of this agreement, etc. Change orders will be prepared by NewCom and provided to the Client outlining the Scope of Work, and any additional cost for those changes. The Client agrees to pay NewCom additional fees and costs for said revisions or alterations at a rate of \$125.00 per hour. Hourly rates quoted in proposals will remain in effect for 90 days of the proposals issue date.

NewCom's proposals are based on normal and reasonable time schedules, and may have to be revised to take into consideration any "rush" requests by the Client requiring overtime or weekends. Any overtime incurred at the Client's request will be billed at a rate of \$125.00 per hour.

All pricing in proposals submitted by NewCom are valid for 90 days of the date written.

Risk Management

NewCom carries \$2 million/\$4 million in General Liability coverage, which includes coverage for non-owned autos, \$2million/\$2 million of Excess Liability (umbrella), and \$1 million/\$1 million of Worker's Compensation, Errors and Omissions, and Blanket Crime.

Confidentiality Statement

All NewCom clients, partners, and customers can be assured of complete confidentiality of any and all corporate information that is given to, shared with, stored by, or in the possession of any member of the NewCom staff. All contracted work produced by NewCom for any client, partner, and customer is the property of the client, partner, and customer. NewCom does; however, retain ownership and use of any processes or procedures or intellectual property that it creates, has created, or will create for its own economic benefit.

Agreement and Acceptance

The parties have executed this Agreement as amended of the date last signed below have agreed to and accepted its contents.

City of Creston
Graceland Cemetery
1830 S. Cherry St
Creston, IA 50801

NewCom Technologies, Inc.
6000 Grand Avenue
Des Moines, IA 50312

James S. Petro

Partner & CTO

Signatory (Print)

Title

Signatory (Print)

Title

Signature

Date

Signature

Date

**DWELLING UNIT RENTAL AGREEMENT
(Residential Lease)**

IT IS AGREED, by and between City of Creston, Landlord, and Jason Lybarger, Tenant: That Landlord hereby lets to Tenant, and Tenant Hereby leases from Landlord, the following described premises situated in Union County, Iowa, to-wit:

1707 W. Adams Street, Creston, IA 50801

hereinafter referred to as the "dwelling unit," in consideration of the mutual promises of the parties herein, and upon the following terms, provisions and conditions:

1. **TERM.** The duration of this Rental Agreement shall be from the 1st day of June, 2016, and to continue on a month to month basis. This lease may be terminated upon 30 days' notice by either party.
2. **RENT.** Tenant agrees to pay to Landlord, as rental for said term, as follows: \$500.00 per month, in advance, the first rent payment becoming due upon the 1st day of June, 2016, and the same amount per month, in advance, on the 1st day of each month thereafter during the term of this Rental Agreement, with interest on all delinquent rental at 0% per annum.

All sums shall be paid to the Landlord at City Hall, Creston, IA 50801, or at such other place as Landlord may, from time to time, direct.

3. **DEPOSIT SECURITY.** At the time of execution of this Rental Agreement, Tenant shall pay to Landlord in trust the sum of \$0.00 (not to exceed two months' rent) to be held and disbursed as a rental deposit pursuant to the provisions of the Iowa Uniform Residential Landlord and Tenant Act.
4. **USE-ABSENCES.** Unless otherwise agreed in writing, Tenant shall occupy and use the above-described property as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the premises not later than the first day of the extended absence.
5. **UTILITIES.** Utilities shall be furnished and paid for by the party indicated on the following:
 - a. Electricity – Tenant
 - b. Gas – Tenant
 - c. Water – Tenant
 - d. Garbage – Tenant
 - e. Trash Removal – Tenant
 - f. Other – Tenant

City will keep utilities in City's name. City will bill the Tenant monthly for utility charges.

6. **UTILITY RATES.** Tenant hereby acknowledges that Landlord, or the person authorized to enter into this Rental Agreement on Landlord's behalf, has heretofore fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay, other than those to be paid by Tenant directly to the utility company furnishing service.

7. **MANAGER.** Mike Taylor, whose address is City Hall, Creston, IA , is the person designated by Landlord to manage the premises (and to receive and receipt for all notices and demands upon the owner of the premises).

8. **MAINTENANCE BY LANDLORD.** Landlord shall:
 - a. Comply with the requirements of applicable building and housing codes materially affecting health and safety.
 - b. Make all repairs and do whatever is necessary to put and keep the dwelling unit in a fit and habitable condition.
 - c. Keep all common areas of the premises in a clean and safe condition, but Landlord shall not be liable for any injury caused by any objects or materials which belong to, or which may have been placed by, a tenant in the common areas of the premises used by Tenant.
 - d. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord.
 - e. Provide and maintain appropriate receptacles and conveniences, accessible to Tenant, for the central collection and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit, and arrange for their removal.
 - f. Supply running water and reasonable amounts of hot water at all times and reasonable heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by direct utility connection.

If the dwelling unit is a single family residence, it is understood and agreed that Tenant shall perform the Landlord's duties specified in Paragraphs (e) and (f) above, and shall also make whatever repairs, alterations and remodeling, and perform whatever maintenance tasks, as may be specified on an addendum, which shall be attached hereto, and signed by the parties.

9. **MAINTENANCE BY TENANT.** Tenant shall:
 - a. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
 - b. Keep that part of the premises that Tenant occupies and uses as clean and safe as the condition of the premises permit.
 - c. Dispose from the dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner.
 - d. Keep all plumbing fixtures in the dwelling unit or used by Tenant as clean as their condition permits.
 - e. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators in the premises.
 - f. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises, or knowingly permit a person to do so.
 - g. Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.

In addition, if the dwelling unit is other than a single family residence, Tenant shall perform those repairs, maintenance tasks, alterations or remodeling as shall be specified in a separate writing signed by the parties and supported by adequate consideration; and Landlord shall not treat

performance of such separate agreement as a condition to an obligation or a performance of this Rental Agreement.

10. **RULES.** All existing rules concerning the Tenant's use and occupancy of the premises have been furnished to the Tenant in writing. Additionally, Landlord may, from time to time, and in the manner provided by law, adopt further or amended written rules concerning the Tenant's use and occupancy of the premises.
11. **ACCESS.** Landlord shall have the right, subject to Tenant's consent, which consent shall not be unreasonably withheld, to enter the dwelling unit in order to inspect the premises, agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors; provided, however, that Landlord may enter the dwelling without Tenant's consent, in case of emergency and as otherwise provided in the Iowa Uniform Residential Landlord and Tenant Act.
12. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Rental Agreement, nor sublet the dwelling unit, or any portion thereof, without the written consent of Landlord.
13. **FIXTURES AND IMPROVEMENTS.** Tenant shall leave upon, and surrender to Landlord, with the premises at the termination of this Rental Agreement, all locks, brackets for curtains, and all other fixtures attached to doors, windows or woodwork, and all alterations, additions or improvements made by Tenant, without any payment therefore. Tenant shall make no structural alterations without Landlord's written consent.
14. **FIRE OR CASUALTY DAMAGE.** If the dwelling unit or premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling unit is substantially impaired, Tenant may (i) immediately vacate the premises and notify Landlord within fourteen (14) days of Tenant's intention to terminate this Rental Agreement, in which case this Rental Agreement shall terminate as of the date of vacating, or (ii) if continued occupancy is lawful, vacate only that part of the dwelling until rendered unusable by the fire or casualty, in which case, Tenant's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the dwelling unit. If this Rental Agreement is terminated under the provisions of this paragraph, Landlord shall return to Tenant all prepaid rent and security recoverable under the Iowa Uniform Residential Landlord and Tenant Act. Accounting for rent in the event of termination or apportionment shall occur as of the date of the casualty.
15. **NONPAYMENT OF RENT.** In addition to Landlord's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Tenant fails to pay the rent within three (3) days after notice by Landlord of nonpayment and the Landlord's intention to terminate this Rental Agreement if the rent is not paid within that period of time, then Landlord may terminate this Rental Agreement.
16. **PRESENT AND CONTINUING HABITABILITY.** Tenant has inspected the property and fixtures, and acknowledges that they are in a reasonable and acceptable condition of habitability for their intended use, and that the rent agreed upon is fair and reasonable in this community for premises in their condition. In the event that the condition changes so that, in Tenant's opinion, the habitability and rental value of the premises are affected, then Tenant shall promptly give reasonable notice to Landlord.

17. **NOTICES.** Any notice, for which provision is made in this Rental Agreement, shall be in writing, and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways pursuant to the Iowa Uniform Residential Landlord and Tenant Act: Landlord shall serve notice on Tenant by one or more of the following methods, except as provided in Iowa Code Section 562A.29A:

- a. Hand delivery to Tenant.
- b. Delivery evidenced by an acknowledgment of delivery that is signed and dated by a resident of the dwelling unit who is at least eighteen years of age.
- c. Personal service pursuant to Rule of Civil Procedure 1.305, Iowa Court Rules, for the personal service of original notice.
- d. Mailing by both regular mail and certified mail to the address of the dwelling unit or to an address provided by Tenant for mailing.
- e. Posting on the primary entrance door of the dwelling unit.
- f. A method of providing notice that results in the notice actually being received by Tenant.

Tenant shall serve notice on Landlord by one or more of the following methods:

- a. Hand delivery to Landlord or Landlord's agent.
- b. Delivery evidenced by an acknowledgment of delivery that is signed and dated by Landlord or Landlord's agent.
- c. Personal service pursuant to Rule of Civil Procedure 1.304, Iowa Court Rules, for the personal service of original notice.
- d. Delivery to an employee or agent of Landlord at Landlord's business office.
- e. Mailing by both regular mail and certified mail to the address of Landlord's business office or to an address designated by Landlord for mailing.
- f. A method providing notice that results in the notice actually being received by Landlord.

For purposes hereof, the place for the payment of rental as provided in Paragraph 2 above, shall be the place designated by Landlord for the receipt of any such notice; and, unless otherwise provided herein, Landlord shall receive and receipt for all notices and demands upon the owner of the premises. Notice served by mail is deemed completed four days after the notice is deposited in the mail and postmarked for delivery, whether or not the recipient signs a receipt for the notice. (Note: a three-day Notice to Quit is governed by 562A.27).

18. **CONSTRUCTION.** Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.
19. **ENTIRE AGREEMENT.** This writing, including any addendum attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; and no statement, representation or promise with reference to this Rental Agreement, or the premises leased, or any repairs, alterations or improvements, or any change in the term of this Rental Agreement, shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenant.
20. **LEAD-BASED PAINT.** See attached Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards, and the attached pamphlet, *Protect Your Family From Lead in Your Home*.
21. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" rule or regulation

that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

22. **TERMINATION.** In addition to the termination rights under this Rental Agreement, Landlord and Tenant may terminate this Rental Agreement as provided by the Iowa Uniform Residential Landlord and Tenant Act or as otherwise provided by law.

23. **ADDITIONAL PROVISIONS.** (Termination on sale?) (Identify addendum?) Tenant is responsible for mowing the property. When the property is transferred to Sonntag Development, this Rental Agreement will Terminate.

Dated: _____

CITY OF CRESTON

TENANT

City of Creston, Landlord

Jason Lybarger

To: the Mayor of Creston and the Creston City Council

From: United Charitable Association

1401 Monroe Ave

Cromwell, Iowa 50842

May 13, 2016

We are interested in purchasing the Lincoln School for a domestic violence, transient and transitional housing program. We have received our 501(c)3 and will be getting our own account in the very near future. It is our understanding that we may offer a bid of \$1.00 (one dollar) for the building. We are at this time offering that bid.

Rough plans for the building at this time are to take the north (new) section of the building and make 6-8 low rent apartments in that area. All of our apartments, rooms and facilities will be handicapped accessible. One half of the old building will be used for transient and transitional housing, and the other for domestic abuse living areas. There will a resident staff person apartment, and a staff person will be on duty 24/7.

In addition to the above we will have a "sick bay" where we can isolate any person who may have a health problem that might affect others in the facility. We will keep the gym and theater area available for in house use and as can be arranged for community activities. Long range use might include a children's theater program or even a community dinner theater program.

We are not considering government funding for our program. We are looking at grants from corporations, local companies and church related funding. We want this to be a community program.

Thank you for considering our bid. If you have any questions please feel free to contact Delores Doench at 641-202-0314 or wxyzdee@windstream.net.

Sincerely,


Delores Doench, President


Linda Hewitt, Secretary

10,000 CRESTONIANS
P. O. BOX 471 208 W. TAYLOR
TELEPHONE 641-782-7021
CRESTON, IOWA 50801

**REQUESTED STREET CLOSINGS AND OTHER REQUESTS FOR
THE 2016 10,000 CRESTONIANS 4TH OF JULY CELEBRATION
"STAR SPANGLED CELEBRATION"**

FLEA MARKET, MONDAY, JULY 4, 2016:

MAPLE STREET FROM ADAMS TO MONTGOMERY FOR THE FLEA MARKET FROM 6:00 P.M. ON SUNDAY UNTIL MONDAY AT 6:00 P.M. PLEASE CLOSE THE ALLEY AT MAPLE. MONTGOMERY STREET WILL BE OPEN.

PARADE LINE UP, MONDAY, JULY 4, 2016:

CLOSE CHERRY FROM MONTGOMERY TO HOWARD, MILLS FROM PINE TO CEDAR FROM 8:30 A.M. UNTIL AFTER THE PARADE ABOUT 12:30 P.M. FOR THE PARADE LINE-UP.

PARADE PERMIT FOR:

MONDAY, JULY 4, 2016, 10:00 A.M. START AT MILLS AND PINE, GOING SOUTH ON PINE TO MONTGOMERY, WEST ON MONTGOMERY TO DIVISION, THEN SOUTH ON DIVISION TO ADAMS, THEN EAST ON ADAMS TO WALNUT, NORTH TO MONTGOMERY AND EAST TO CHERRY TO DISBAND.

OTHER ROAD CLOSURES AND OTHER REQUESTS:

COULD WE PLEASE HAVE THE SPILLWAY ROAD CLOSED FROM THE EAST END OF THE DAM TO ADAMS STREET, FROM 7 A.M. TO MIDNIGHT JULY 4TH FOR THE FIREWORKS DISPLAY.

WE ALSO NEED TWO BARRICADES AT THE DRIVE, IN THE PARK, TO GET TO THE BANDSHELL JULY 4, 2016.

COULD WE PLEASE HAVE BARRICADES SET UP BY 7:00 A.M. THANK YOU FOR YOUR HELP.

10,000 CRESTONIANS
ROGER NURNBERG
PRESIDENT