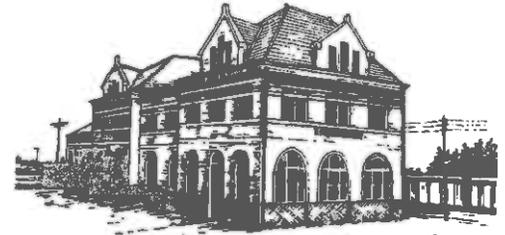


City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, Iowa 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

MAYOR: Warren Woods
COUNCIL: Randy White, Loyal Winborn, Ann Levine, Marsha Wilson, Larry Wagner, Paul Vandevender, Nancy Loudon
CITY CLERK: Lisa Williamson
CITY ADMINISTRATOR: Mike Taylor
CITY ATTORNEY: Skip Kenyon & Todd Nielsen

Regular Meeting Agenda
City Hall/Restored Depot
Council Chambers
Tuesday, April 16, 2013
6:00 p.m.
04/12/2013 9:47 AM

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:** April 2, 2013 – Regular Meeting
 2. **Claims and Fund Transfers:**
 - i. Total Claims - \$204,323.95
 - ii. Fund Transfers - \$14,784.50
 3. **Liquor Licenses/Permits:** Windrow – renewal of Class C Liquor with Outdoor Service, Sunday Sales & Catering Privileges
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 will be taken.*
7. **New Business**
 1. Resolution to approve Airport Capital Improvement Program and Application for Iowa DOT FY 2014 Funding based on Recommendation of the Airport Commission
 2. Resolution to accept Letter of Engagement from SICOG regarding Airport Zoning Ordinance Update and Land Use based on Recommendation of the Airport Commission
 3. Appointment with Dennis Quam to discuss private T-Hangar Building Proposal at Airport
 4. Discuss needs for T-Hangar stamped plans, lease terms, building and concrete
 - Take action by resolution
 5. Resolution to declare the position of Chris Moore on the Airport Commission vacant
 6. Resolution to appoint Roger Lanning to the Airport Commission to fill vacancy, with term expiring November 13, 2017
 7. Appointment with Forrest Aldrich, Veenstra & Kimm, Inc., to discuss Pre-treatment Agreement with Ferrara Candy Company

8. Resolution to set a Public Hearing on Tuesday, May 7, 2013, at 6:00 p.m., for an easement request to place a fence in the City right-of-way at 400 N. Cedar Street
 9. Resolution to set a Public Hearing on Tuesday, May 7, 2013, at 6:00 p.m., for an easement request to place geothermal piping onto City property at 1503 N. Elm Street
 10. Resolution to set a Public Hearing on Tuesday, May 7, 2013, at 6:00 p.m., to amend Fiscal Year 2013 Budget
 11. Resolution to approve a joint contract between the City of Creston and Union County with Greyhawk Commercial Financing for financing of software from TAC 10 for the Law Enforcement Center
 12. Motion to approve temporary street closing request by CHS Prom Committee for pictures to be taken – Maple Street from Montgomery to Mills Streets on April 20, from 3 p.m. – 6 p.m.
- 8. Other**
1. Per Council's previous recommendation on August 21, 2012, we will be revisiting the issue of the house located at 500 N. Vine Street and take any necessary action at the next Council Meeting on May 7, 2013
- 9. Adjournment**

REGULAR MEETING OF THE CRESTON CITY COUNCIL APRIL 2, 2013

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 Woods presiding.

Roll call being taken with the following Council members present: Loudon, Wagner, Wilson, Levine, Winborn and White. One At-Large seat is vacant.

Wilson moved seconded by White to approve the agenda. All voted aye, one vacancy. Motion declared carried.

Wilson moved seconded by White to approve the consent agenda, which included approval of minutes of March 19, 2013, regular meeting; claims of \$372,270.03 and fund transfers of \$106,168.02. All voted aye, one vacancy. Motion declared carried.

No one spoke during Public Forum.

Mayor Woods announced that now is the time for a Public Hearing on the matter of an easement request to place fiber optic cable in the City right-of-way. 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. Mayor Woods then called the Public Hearing to a close.

A resolution was offered by Wilson seconded by Loudon to approve the easement request by Casey Wireless LLC to place fiber optic cable in the City right-of-way and authorize the Mayor and Clerk to execute the proper documentation. Wagner, Wilson, Levine, Winborn, White and Loudon voted aye. One At-Large seat is vacant. Resolution declared passed.

A resolution was offered by White seconded by Levine to approve a conditional use permit for the construction of a bus barn at 1405 N. Lincoln by Creston Community School, based on the recommendation of the Planning & Zoning Commission and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Wagner, Wilson and Levine voted aye. One At-Large seat is vacant. Resolution declared passed.

A resolution was offered by Wilson seconded by Loudon to approve rezoning the area east of and including the addresses of 1405, 1501 and 1503 N. Lincoln Street from C-1 Commercial to R-2 Multiple Family, based on the recommendation of the Planning & Zoning Commission and authorize the Mayor and Clerk to execute the proper documentation. Wagner, Wilson, Levine, Winborn, White and Loudon voted aye. One At-Large seat is vacant. Resolution declared passed.

A resolution was offered by Wilson seconded by White to approve the purchase of a new squad car for the Police Department to be paid for out of the Fiscal Year 2014 Budget and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Wagner, Wilson, Levine, Winborn and White voted aye. One At-Large seat is vacant. Resolution declared passed.

Wilson moved seconded by White to approve temporary street and parking lot closings for the 2nd Annual KSIB Radio Tractor Ride – Adams Street from Elm to Pine Streets, Maple Street from Adams to Mills Streets, and the West Depot Parking Lot on June 1, 2013, from 5:30 am – 8:30 am. All voted aye. One At-Large seat is vacant. Motion declared carried.

A resolution was offered by Wilson seconded by Levine to appoint Paul Vandevender to Creston City Council for the At-Large vacancy with term expiring December 31, 2013, and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Wagner, Wilson and Levine voted aye. One At-Large seat is vacant. Resolution declared passed.

Mayor Woods administered the Oath of Office to Paul Vandevender as a City of Creston's At-Large Councilperson.

Under Other, Mayor Woods announced to Council that the sale of the NSP house located at 505 N. Elm closed last Friday.

Councilperson Wilson discussed the Skilled Iowa flyer that was in the Council Packets. There will be a presentation of National Career Readiness Certifications awarded to NCRC High School Testers in Union County, as well as businesses that support the Skilled Iowa Initiative, on May 7, 2013, from 1:00 – 2:30 p.m. at the Southwestern Community College in Room 220. Awards and recognitions will be presented by Lt. Governor Kim Reynolds. Wilson encouraged everyone to attend.

Councilperson Loudon discussed the Iowa Municipalities Workers Compensation Association Workshop for Solid Waste she attended last Wednesday with Prairie Solid Waste Agency Director, Amy Schultes. OSHA is implementing a new Global Harmonize System for labeling chemicals. Prairie Solid Waste will be implementing a safety and training system for their employees since they do deal with a lot of chemicals out there.

Mayor Woods also mentioned that Secretary of State Matt Schultz will be a presenter at the High Lakes Leadership Initiative Class on Wednesday, April 3, 2013, at 2:30 p.m. in the Council Chambers, and encouraged everyone to attend.

Wilson moved seconded by White to adjourn the meeting. All voted aye. Motion declared carried. Council adjourned at 6:19 p.m.

Mayor

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
POLICE PROTECTION	GENERAL FUND	CARPENTER UNIFORM CO &	DUTY PANTS-SAP POCKETS	150.87		
			CLIP ON TIE	4.25		
		ED ROEHR SAFETY PRODUCTS	TASER BATTERIES	116.85		
			TASER HOLSTER/BATTERIES	153.93		
		WINDSTREAM	TELEPHONE	53.97		
		GREATER REG MEDICAL CNTR	PHYSICAL	1,050.00		
		MAITLEN, RYAN	MILEAGE REIMBURSEMENT	85.09		
			MILEAGE REIMBURSEMENT	85.09		
		PETTY CASH - MAINTENANCE	#3032-TIRE REPAIR	14.95		
		SUPREME CLEANERS	#3039-GLUE ON CAMERA	10.00		
			UNIFORM CLEANINGS-MAR'13	25.50		
					TOTAL:	1,750.50
		DETENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR	LEC BILLING-MAR'13	3,289.96
TOTAL:	3,289.96					
FIRE PROTECTION	GENERAL FUND	AKIN BUILDING CENTER	MATERIALS FOR SKILLS	143.54		
			RETURN BOLTS	1.23		
		CRESTON CITY WATER WORKS	WATER-FIRE	22.68		
		ED M FELD EQUIP CO INC	WILDLAND GEAR	783.00		
		EMERGENCY SERVICES MARKETING CORP.	I AM RESPONDING CONTRACT	300.00		
		WINDSTREAM	TELEPHONE	236.20		
		ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS	297.29		
			ELECTRICITY	457.36		
		PETTY CASH - FIRE	#1728-SMALL ENGINE FUEL	27.07		
			#1729-TONER	40.65		
			#1730-MOLDING	13.22		
					TOTAL:	2,319.78
		BUILDING & HSGNG SAFETY	GENERAL FUND	CRESTON PUBLISHING CO	LEGAL ADS/NOTICES-MAR'13	46.11
WINDSTREAM	TELEPHONE				56.29	
				TOTAL:	102.40	
ANIMAL CONTROL	GENERAL FUND	CRESTON VET CLINIC PC	EUTHANIZE DOG	9.95		
			ALLIANT ENERGY-INT PWR&LGHT	ANIMAL POUND-ELECTRIC	250.34	
					TOTAL:	260.29
STREET LIGHTING	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY	8,983.10		
			TOTAL:	8,983.10		
TRAFFIC SAFETY	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY	982.01		
			TOTAL:	982.01		
AIRPORT	GENERAL FUND	CLAPSADDLE-GARBER ASSOCIATES INC	AIRPORT LIGHTING IMPROV	4,120.00		
			AIRPORT FENCING IMPROV	600.00		
		WASTE MANAGEMENT	DUMPSTER-MAR'13	61.96		
		WINDSTREAM	TELEPHONE	161.22		
		ALLIANT ENERGY-INT PWR&LGHT	1945 S CHERRY ST GARAGE	55.92		
			ELECTRICITY	383.34		
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17		
		FUEL PROFIT-MAR'13	231.41			
					TOTAL:	6,968.02
		I Y SERVICES	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-LINCOLN SCHOOL	9.07
WATER-LIBRARY	19.76					
WASTE MANAGEMENT	DUMPSTER-MAR'13			40.89		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		WINDSTREAM	TELEPHONE	107.56
		ALLIANT ENERGY-INT PWR&LGHT	1001 W JEFFERSON-GAS	980.89
			NATURAL GAS	254.94
			ELECTRICITY	530.35
			TOTAL:	1,943.46
PARKS	GENERAL FUND	CRESTON PUBLISHING CO	SEASONAL EMPLOYEMENT AD	26.23
		FARM & HOME SUPPLY INC	PAPER TOWELS-COUPLER	165.07
			Z-TRAK TIRES	38.98
		WINDSTREAM	TELEPHONE	52.10
		ALLIANT ENERGY-INT PWR&LGHT	MCKINLEY PARK VFW/FLAGS	164.59
			MCKINLEY CAMPGROUND	35.99
			600 MCKINLEY ST BAND SHELL	18.73
			ELECTRICITY	916.08
		SERVICE TECHS INC	TRIMMER HEADS-CYCLE OIL	133.42
		ULINE	GLOVES FOR CLEAN-UP	79.86
		VFW POST #1797	FLAGS FOR MEMORIAL GARDEN	223.95
			TOTAL:	1,855.00
RECREATION	GENERAL FUND	WINDSTREAM	TELEPHONE	56.29
		ALLIANT ENERGY-INT PWR&LGHT	600 MCKINLEY PARK SEC LIGH	12.62
			ELECTRICITY	122.22
			TOTAL:	191.13
CEMETERY	GENERAL FUND	CRESTON PUBLISHING CO	SEASONAL EMPLOYEMENT AD	26.23
		WASTE MANAGEMENT	DUMPSTER-MAR'13	61.96
		FARM & HOME SUPPLY INC	GRASS SEED	107.96
		WINDSTREAM	TELEPHONE	53.97
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY	275.55
			TOTAL:	525.67
SWIMMING POOL	GENERAL FUND	CRESTON PUBLISHING CO	SEASONAL EMPLOYEMENT AD	78.69
		WINDSTREAM	TELEPHONE	31.87
		ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS	19.23
			ELECTRICITY	101.77
			TOTAL:	231.56
ECONOMIC DEVELOPMENT	GENERAL FUND	PETTY CASH - MAINTENANCE	#3033-WELCOME CTR SINK	9.49
			#3034-WELCOME CTR PARTS	7.00
			#3035-WELCOME CTR KEY	2.13
			TOTAL:	18.62
FINANCIAL ADMINISTRATN	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-505 N ELM	14.81
		CRESTON PUBLISHING CO	LEGAL ADS/NOTICES-MAR'13	349.65
			FAREWELL COFFEE-KOETS	59.10
		GARDEN & ASSOCIATES	ENG SVCS COTTONWOOD	18,265.35
		WINDSTREAM	TELEPHONE	303.65
		HEARTLAND TECHNOLOGY SOLUTIONS	MONTHLY FIREWALL MGMT	129.00
		HOMESTEAD OF CRESTON, LLC	ECONOMIC DEVELOPMENT GRANT	14,784.50
		ALLIANT ENERGY-INT PWR&LGHT	1707 W ADAMS-ELEC/GAS	168.58
			505 N ELM-SHOP	4.68
			505 N ELM-ELEC/GAS	26.52
		IOWA PUBLIC AIRPORTS ASSOCIATION	IA AVIATION CONFERENCE	99.00
		PETTY CASH - FINANCE	#1396-RECORDING FEES	36.00
			#1397-RECORDING FEES	43.00
		TROPHY SHOP	NAME PLATE-ANN LEVINE	7.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	34,291.73
SERVICES	GENERAL FUND	LYNCH DALLAS, P.C.	PROF SVCS-MAR'13	33.00
		KENYON & NIELSEN PC-ATTYS AT LAW	ATTORNEY FEES FOR RE-SALE	125.00
			ATTORNEY FEES FOR RE-SALE	125.00
			ATTORNEY FEES FOR RE-SALE	125.00
			ATTORNEY FEES FOR RE-SALE	125.00
			TOTAL:	533.00
CITY HALL	GENERAL FUND	DIVISION OF LABOR	INSPECTION OF SPRINKLER RM	50.00
		ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS	882.90
			ELECTRICITY	562.08
		INNOVATIVE INDUSTRIES INC	JANITORIAL SVC-MAR'13	380.00
		KONE INC (MOLINE)	CITY ELEV. MAINT 4/13-6/13	202.59
		ORR HEATING & AIR CONDITIONING	FURNACE RPR-ART GALLERY	260.00
			RPLC HEAT EXCHANGER	415.00
			TOTAL:	2,752.57
COMMUNITY CENTER MAINT	COMMUNITY CENTER	SCHROEDER PLUMBING & ELECTRICAL	GAS VALVE FOR BOILER-YMCA	710.00
			TOTAL:	710.00
ROAD MAINTENANCE	ROAD USE TAX	ADVANCED AG LLC	2-12" SPLIT COUPLER	13.40
		ARAMARK (UNIFORM ACCTS)	LAUNDRY SERVICE	28.50
		CJ COOPER & ASSOCIATES INC	PRE-EMPLOYMENT SCREEN	32.00
		CRESTON PUBLISHING CO	SEASONAL EMPLOYEMENT AD	26.22
		WINDSTREAM	TELEPHONE	173.88
		GREATER REG MEDICAL CNTR	PHYSICAL, SCREEN, TEST	126.00
		GRIMES ASPHALT & PAVING CORP	15.27 TON COLD PATCH	1,985.10
			16.70 T COLD PATCH	2,171.00
		ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS	582.03
			ELECTRICITY	517.53
		IOWA PRISON INDUSTRIES	STOP/YIELD SIGNS-POSTS	3,688.00
		PETTY CASH - MAINTENANCE	#3028-SUPPLIES	6.93
			#3029-BINDERS	12.12
			#3030-WASHERS	1.93
			#3031-SERVICES	40.00
			#3036-FUEL CHAIN SAW	7.74
			#3037-HAMMER BIT	8.29
			#3038-NUT DRIVERS	11.96
			#3040-COUPLER	3.44
		AGRILAND FS INC	860 G #1 DSL @ 3.561	3,062.46
			980 G #2 DSL @ 3.371	3,303.58
			1086.10 G UNL @ 3.15	3,422.31
			1220 G #2 DSL @ 3.37	4,112.62
			1200 G UNL @ 3.151	3,781.20
			TOTAL:	27,118.24
SNOW AND ICE CONTROL	ROAD USE TAX	INDEPENDENT SALT COMPANY	26.45 TON ROCK SALT	1,636.73
			TOTAL:	1,636.73
ADMIN-STREETS (ENGINR)	ROAD USE TAX	CRESTON PUBLISHING CO	5-DAY EMPLOYMENT AD	38.40
		WINDSTREAM	TELEPHONE	56.29
			TOTAL:	94.69
CAPITAL PROJECTS	CAPITAL PROJECTS F AKIN BUILDING CENTER		MATERIALS FOR BUILDING	1,685.33
			TOTAL:	1,685.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
SANITARY SEWER/WASTWTR	SEWER OPERATING FU	CENTRAL PUMP & MOTOR	PUMP INSTALL/SHIPPING	865.82
		CRESTON CITY WATER WORKS	1/2 ONE CALLS-MAR'13	24.30
		CRESTON PUBLISHING CO	SEASONAL EMPLOYEMENT AD	26.23
		WASTE MANAGEMENT	DUMPSTER-MAR'13	75.14
		D J GONGOL & ASSOC INC	RPR KITS-ELEMENT-VALVE	955.50
		FASTENAL	6-BATTERIES	63.76
		WINDSTREAM	TELEPHONE	415.87
		HAWKINS INC.	55 GAL POLYMER	1,149.00
		HYGIENIC LABORATORY-AR	2-NH3'S	36.00
			2-BOD'S	72.00
			1-NITROGEN; 1-PHOSPORUS	36.00
			2-BOD'S	72.00
			PLANT METALS	116.00
		ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS	1,709.46
			ELECTRICITY	5,356.87
		ECHO GROUP INC	4-HEATER COILS	99.96
		NAPA	2-5 GAL MINERAL OIL	120.00
		NBS CALIBRATIONS	SCALE CALIBRATIONS	300.00
		PETTY CASH - SANITATION	#497885-BATTERY	14.99
		UPS	POSTAGE	15.56
			POSTAGE	30.49
		USA BLUE BOOK	VIBRATION DAMPENING MOUNT	1,036.80
			MEASURING WHEEL	176.44
			TOTAL:	12,876.19
CONTROL	ANIMAL SHELTER *AG	CRESTON PUBLISHING CO	CARE ADS-MAR'13	9.75
		CRESTON VET CLINIC PC	SPAY CAT-PRITCHARD	55.00
			EXAM/TREAT STRAY CHOC LAB	37.15
			EMERGENCY MEDICAL-BRAMMER	100.00
			VACCINATIONS-L TAYLOR DOG	25.00
			VACCINATE PND DOG-BAXTER	8.60
		DOWNEY, MYCALE	ARL REIMBURSEMENT	128.00
		SOUTHERN HILLS VET SVC INC	TEST, VACCINATE, NEUTER	166.00
		WALTERS SIGNS	75 T-SHIRTS	802.50
			TOTAL:	1,332.00

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

001	GENERAL FUND	66,998.80
006	COMMUNITY CENTER	710.00
110	ROAD USE TAX	28,849.66
301	CAPITAL PROJECTS FUND	1,685.33
610	SEWER OPERATING FUND	12,876.19
953	ANIMAL SHELTER *AGENCY FU	1,332.00

	GRAND TOTAL:	112,451.98

CITY OF CRESTON
 MANUAL CHECKS/DEBITS – PERIOD ENDING 04/16/13

NO DEPT ENTERED		
ELECTRONIC FEDERAL TAX	TAX DEPOSIT	15,640.11
TOTAL ADMINISTRATIVE SVC	FLEX	733.63
NO DEPT ENTERED	TOTAL	\$ 16,373.74
BUILDING DEPT		
CLARION HIGHLANDER HOTEL	LODGING	282.24
BUILDING DEPT	TOTAL	\$ 282.24
RECREATION		
IOWA DEPT OF REVENUE	QTRLY TAX	105.00
RECREATION	TOTAL	\$ 105.00
FINANCIAL ADMINISTRATION		
SICOG	DRAWDOWN #13	29,082.00
UNION CO RECORDER	RECORDING FEES	60.00
FINANCIAL ADMINISTRATION	TOTAL	\$ 29,142.00
MCKINLEY PARK RESTRICTED		
UNION CO CONSERVATION BOARD	TREES	300.00
MCKINLEY PARK RESTRICTED	TOTAL	\$ 300.00
SELF FUNDING INSURANCE		
TRISTAR BENEFIT (2)	INV CHECK RUN	45,668.99
SELF FUNDING INSURANCE	TOTAL	\$ 45,668.99
MANUAL CHECK/DEBITS TOTAL	TOTAL	\$ 91,871.97

FUND TRANSFERS FOR PERIOD ENDING:

04/17/13
 POSTING DATE

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

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 14,784.50	127 TIF-ASSISTED LIVING	001 GENERAL FUND	127 6910	14,784.50	
			127 1110		14,784.50
	FOR: ECONOMIC DEVELOPMENT GRANT		001 1110	14,784.50	
	VENDOR: HOMESTEAD OF CRESTON, LLC		001 4830		14,784.50
\$ 14,784.50	TOTAL - TRANSFERS		HASH TOTALS: \$ 29,569.00 \$ 29,569.00		

Resolution No. _____

**A RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATIONS
FOR IOWA AIRPORT IMPROVEMENT PROGRAM
AND CERTIFYING ELIGIBILITY REQUIREMENTS**

WHEREAS, the City of Creston desires to make application for Airport Improvement Program funding to the Iowa Department of Transportation for certain improvements at the Creston Municipal Airport as described as follows:

- T Hangar Access Taxiway
- Pavement Rehabilitation on the Apron and Taxiway

WHEREAS, the Iowa Department of transportation requires a resolution certifying certain application requirements, commitments, and criteria; and

WHEREAS, on behalf of the City, Clapsaddle-Garber Associates, Inc. has prepared an application describing the proposed improvements.

NOW THEREFORE BE IT RESOLVED THAT:

1. The City hereby endorses the Applications for Iowa Airport Improvement Program funding for said improvements.
2. The Mayor is hereby authorized to sign and submit the Applications.
3. The City hereby commits availability of the local share of the funds as outlined in the Applications.

PASSED AND APPROVED BY THE CITY:

Mayor

ATTEST:

By: _____

Title: _____

Date: _____

AIRPORT STATE FUNDING APPLICATION CHECKLIST

Fiscal Year 2014

Please attach the following documents with your application:

- Funding Application and Checklist
- Project Data Sheet, including a detailed cost breakdown. Use one for each project
- City/sponsor resolution that endorses the project and certifies availability of matching funds
- 5-year Capital Improvement Program (CIP)
- Verification that project is identified in a current ALP on file with the Office of Aviation (when applying for new construction of buildings or airfield expansion)
- Pavement maintenance program (verify the use of the pavement maintenance program provided by the Iowa DOT or similar program when applying for pavement preservation or reconstruction)
- Verification that you have an Airport Security Plan on file with the Office of Aviation (when applying for airport security projects)
- Protective land use zoning and/or planning (please answer the following)
Required for funding beginning in Fiscal Year 2014
 - Height zoning Yes Date adopted _____ No Pending
 - Land use planning/zoning Yes Date adopted _____ No Pending
 - Comprehensive plan adopted with airport land use included Yes No Pending
 - Other (please explain) _____
- Minority Impact Statement

Send 1 signed copy of the application materials to the address listed below.

Please mail, FAX, or email signed application to:

Iowa Department of Transportation
Office of Aviation
800 Lincoln Way
Ames, Iowa 50010

ATTN: Program Manager
email: kay.thede@dot.iowa.gov
515-239-1048
FAX: 515-233-7983

AIRPORT STATE FUNDING APPLICATION PROJECT DATA SHEET

Fiscal Year 2014

Submit a separate data sheet for each project.

Airport	Creston Municipal Airport	Date																																																																									
Project Type (check only one)	<input checked="" type="checkbox"/> Airfield <input type="checkbox"/> Security <input type="checkbox"/> Planning <input type="checkbox"/> Airport Signage <input type="checkbox"/> Pavement Maintenance <input type="checkbox"/> Vertical Infrastructure																																																																										
Project Description	T-Hangar Taxiway Extension. This project will provide for paving and expansion to the existing T-Hangar access taxiway. The existing slab is 50' wide and this project will provide an additional 29' of width providing a total of 79' between hangar buildings.																																																																										
Sketch	Attach separate sketch from ALP if applicable.																																																																										
Project Justification (include detailed information and data to support need.)	A 264' by 60' hangar building with five stalls is being developed locally. This project will provide the pavement necessary to connect the hangar to the existing taxiway system.																																																																										
Detailed Cost Estimate (Attach separate sheet if necessary.)	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Item No.</th> <th style="text-align: left;">Description</th> <th style="text-align: right;">Quantity</th> <th style="text-align: left;">Units</th> <th style="text-align: right;">Unit Cost</th> <th style="text-align: right;">Total Cost</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Mobilization</td> <td style="text-align: right;">1</td> <td>LS</td> <td style="text-align: right;">\$5,000.00</td> <td style="text-align: right;">\$5,000.00</td> </tr> <tr> <td>2.</td> <td>Grading and Subgrade Preparation</td> <td style="text-align: right;">860</td> <td>SY</td> <td style="text-align: right;">\$5.00</td> <td style="text-align: right;">\$4,300.00</td> </tr> <tr> <td>3.</td> <td>Drainage:</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td> a. Slotted Drain</td> <td style="text-align: right;">260</td> <td>LF</td> <td style="text-align: right;">\$60.00</td> <td style="text-align: right;">\$15,600.00</td> </tr> <tr> <td></td> <td> b. Outlet Pipe</td> <td style="text-align: right;">250</td> <td>LF</td> <td style="text-align: right;">\$35.00</td> <td style="text-align: right;">\$8,750.00</td> </tr> <tr> <td>4.</td> <td>Paving:</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td> a. 4" Aggregate Base</td> <td style="text-align: right;">860</td> <td>SY</td> <td style="text-align: right;">\$5.00</td> <td style="text-align: right;">\$4,300.00</td> </tr> <tr> <td></td> <td> b. 5" PCC Paving</td> <td style="text-align: right;">860</td> <td>SY</td> <td style="text-align: right;">\$40.00</td> <td style="text-align: right;">\$34,400.00</td> </tr> <tr> <td>5.</td> <td>Miscellaneous Construction</td> <td></td> <td>10%</td> <td></td> <td style="text-align: right;">\$7,235.00</td> </tr> <tr> <td>6.</td> <td>Legal, Administration and Engineering</td> <td></td> <td>LS</td> <td></td> <td style="text-align: right;">\$20,415.00</td> </tr> <tr> <td colspan="4" style="text-align: right;">Total</td> <td></td> <td style="text-align: right;">\$100,000.00</td> </tr> </tbody> </table>			Item No.	Description	Quantity	Units	Unit Cost	Total Cost	1.	Mobilization	1	LS	\$5,000.00	\$5,000.00	2.	Grading and Subgrade Preparation	860	SY	\$5.00	\$4,300.00	3.	Drainage:						a. Slotted Drain	260	LF	\$60.00	\$15,600.00		b. Outlet Pipe	250	LF	\$35.00	\$8,750.00	4.	Paving:						a. 4" Aggregate Base	860	SY	\$5.00	\$4,300.00		b. 5" PCC Paving	860	SY	\$40.00	\$34,400.00	5.	Miscellaneous Construction		10%		\$7,235.00	6.	Legal, Administration and Engineering		LS		\$20,415.00	Total					\$100,000.00
Item No.	Description	Quantity	Units	Unit Cost	Total Cost																																																																						
1.	Mobilization	1	LS	\$5,000.00	\$5,000.00																																																																						
2.	Grading and Subgrade Preparation	860	SY	\$5.00	\$4,300.00																																																																						
3.	Drainage:																																																																										
	a. Slotted Drain	260	LF	\$60.00	\$15,600.00																																																																						
	b. Outlet Pipe	250	LF	\$35.00	\$8,750.00																																																																						
4.	Paving:																																																																										
	a. 4" Aggregate Base	860	SY	\$5.00	\$4,300.00																																																																						
	b. 5" PCC Paving	860	SY	\$40.00	\$34,400.00																																																																						
5.	Miscellaneous Construction		10%		\$7,235.00																																																																						
6.	Legal, Administration and Engineering		LS		\$20,415.00																																																																						
Total					\$100,000.00																																																																						
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Total Project Cost:</td> <td style="text-align: right; border-top: 1px solid black;">\$100,000</td> <td style="text-align: right; border-top: 1px solid black;">(100%)</td> </tr> <tr> <td>Local Share:</td> <td style="text-align: right; border-top: 1px solid black;">\$15,000</td> <td style="text-align: right; border-top: 1px solid black;">(15%)</td> </tr> <tr> <td>Requested State Share:</td> <td style="text-align: right; border-top: 1px solid black;">\$85,000</td> <td style="text-align: right; border-top: 1px solid black;">(85%)</td> </tr> </table>			Total Project Cost:	\$100,000	(100%)	Local Share:	\$15,000	(15%)	Requested State Share:	\$85,000	(85%)																																																															
Total Project Cost:	\$100,000	(100%)																																																																									
Local Share:	\$15,000	(15%)																																																																									
Requested State Share:	\$85,000	(85%)																																																																									
Sponsor Signature	Sponsor Title																																																																										
	Mayor																																																																										

Please mail, FAX, or email signed application to.

Iowa Department of Transportation
Office of Aviation
800 Lincoln Way
Ames, Iowa 50010

ATTN: Program Manager
email: kay.thede@dot.iowa.gov
515-239-1048
FAX 515-233-7983

T Hangar Access Taxiway
Creston Municipal Airport



Overview of T Hangar Access Taxiway Location

AIRPORT STATE FUNDING APPLICATION PROJECT DATA SHEET

Fiscal Year 2014

Submit a separate data sheet for each project.

Airport	Creston Municipal Airport	Date																																											
Project Type (check only one)	<input type="checkbox"/> Airfield <input type="checkbox"/> Security <input type="checkbox"/> Planning <input type="checkbox"/> Airport Signage <input checked="" type="checkbox"/> Pavement Maintenance <input type="checkbox"/> Vertical Infrastructure																																												
Project Description	Taxiway and Apron Pavement Maintenance. This project will provide for resealing the existing joints and sealing any random cracks on the existing apron and connecting taxiway. In addition, some minor patching is planned.																																												
Sketch	Attach separate sketch from ALP if applicable.																																												
Project Justification (include detailed information and data to support need.)	While the existing apron and connecting taxiway pavement appear to be in good shape, the joints are no longer sealed. This distress was identified during pavement inspection by the Owner and is consistent with issues identified in the most recent Pavement Condition Index Report dated December 2011. It is important to reseal the joints and patch any minor deterioration to preserve the integrity of the pavement. Resealing of the pavement will help protect against water infiltration which potentially results in freeze/thaw damage. The relatively minor repairs at this time will extend the life of the pavement before major pavement repair and reconstruction are required.																																												
Detailed Cost Estimate (Attach separate sheet if necessary.)	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Item No.</th> <th style="text-align: left;">Description</th> <th style="text-align: right;">Quantity</th> <th style="text-align: right;">Units</th> <th style="text-align: right;">Unit Cost</th> <th style="text-align: right;">Total Cost</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Mobilization</td> <td style="text-align: right;">1</td> <td style="text-align: right;">LS</td> <td style="text-align: right;">\$10,000.00</td> <td style="text-align: right;">\$10,000.00</td> </tr> <tr> <td>2.</td> <td>Joint Sealing</td> <td style="text-align: right;">15,000</td> <td style="text-align: right;">LF</td> <td style="text-align: right;">\$3.00</td> <td style="text-align: right;">\$45,000.00</td> </tr> <tr> <td>3.</td> <td>Patching</td> <td style="text-align: right;">1</td> <td style="text-align: right;">LS</td> <td style="text-align: right;">\$5,000.00</td> <td style="text-align: right;">\$5,000.00</td> </tr> <tr> <td>4.</td> <td>Miscellaneous Construction</td> <td></td> <td style="text-align: right;">15%</td> <td></td> <td style="text-align: right;">\$9,000.00</td> </tr> <tr> <td>5.</td> <td>Legal, Administration and Engineering</td> <td></td> <td style="text-align: right;">25%</td> <td></td> <td style="text-align: right;">\$21,000.00</td> </tr> <tr> <td colspan="5" style="text-align: right;">Total</td> <td style="text-align: right;">\$90,000.00</td> </tr> </tbody> </table>			Item No.	Description	Quantity	Units	Unit Cost	Total Cost	1.	Mobilization	1	LS	\$10,000.00	\$10,000.00	2.	Joint Sealing	15,000	LF	\$3.00	\$45,000.00	3.	Patching	1	LS	\$5,000.00	\$5,000.00	4.	Miscellaneous Construction		15%		\$9,000.00	5.	Legal, Administration and Engineering		25%		\$21,000.00	Total					\$90,000.00
Item No.	Description	Quantity	Units	Unit Cost	Total Cost																																								
1.	Mobilization	1	LS	\$10,000.00	\$10,000.00																																								
2.	Joint Sealing	15,000	LF	\$3.00	\$45,000.00																																								
3.	Patching	1	LS	\$5,000.00	\$5,000.00																																								
4.	Miscellaneous Construction		15%		\$9,000.00																																								
5.	Legal, Administration and Engineering		25%		\$21,000.00																																								
Total					\$90,000.00																																								
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Total Project Cost:</td> <td style="text-align: right; width: 20%;">\$90,000</td> <td style="text-align: right; width: 20%;">(100%)</td> </tr> <tr> <td>Local Share:</td> <td style="text-align: right;">\$63,000</td> <td style="text-align: right;">(70%)</td> </tr> <tr> <td>Requested State Share:</td> <td style="text-align: right;">\$27,000</td> <td style="text-align: right;">(30%)</td> </tr> </table>			Total Project Cost:	\$90,000	(100%)	Local Share:	\$63,000	(70%)	Requested State Share:	\$27,000	(30%)																																	
Total Project Cost:	\$90,000	(100%)																																											
Local Share:	\$63,000	(70%)																																											
Requested State Share:	\$27,000	(30%)																																											
Sponsor Signature	Sponsor Title																																												
	Mayor																																												

Please mail, FAX, or email signed application to:

Iowa Department of Transportation
Office of Aviation
800 Lincoln Way
Ames, Iowa 50010

ATTN: Program Manager
email: kay.thede@dot.iowa.gov
515-239-1048
FAX: 515-233-7983

Pavement Rehabilitation Creston Municipal Airport



Project Area



Overview of Existing Taxiway – Looking East



Joint Spalling on Taxiway



Overview of Existing Apron – Looking North

FIVE-YEAR AIRPORT CAPITAL IMPROVEMENT PROGRAM (CIP)



Airport Name: Creston Municipal

Telephone: (641) 752-6701

Prepared By: Clapsaddle-Garber Associates, Inc.

Date Approved: _____

Date Prepared: April 2013

Project Description	Funding Source	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
T Hangar Access Taxiway	Federal	\$	\$	\$	\$	\$
	State	\$ 85,000	\$	\$	\$	\$
	Local	\$ 15,000	\$	\$	\$	\$
	Total	\$ 100,000	\$	\$	\$	\$
Apron and Taxiway Pavement Rehabilitation	Federal	\$	\$	\$	\$	\$
	State	\$ 63,000	\$	\$	\$	\$
	Local	\$ 27,000	\$	\$	\$	\$
	Total	\$ 90,000	\$	\$	\$	\$
	Federal	\$	\$	\$	\$	\$
	State	\$	\$	\$	\$	\$
	Local	\$	\$	\$	\$	\$
	Total	\$	\$	\$	\$	\$
	Federal	\$	\$	\$	\$	\$
	State	\$	\$	\$	\$	\$
	Local	\$	\$	\$	\$	\$
	Total	\$	\$	\$	\$	\$
	Federal	\$	\$	\$	\$	\$
	State	\$	\$	\$	\$	\$
	Local	\$	\$	\$	\$	\$
	Total	\$	\$	\$	\$	\$



MINORITY IMPACT STATEMENT

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the state of Iowa that are due beginning January 1, 2009 shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- The proposed grant project programs or policies could have a disproportionate or unique positive impact on minority persons.

Describe the positive impact expected from this project.

Indicate which group is impacted:

- Women Persons with a disability Blacks Latinos Asians
 Pacific Islanders American Indians Alaskan Native Americans Other

- The proposed grant project programs or policies could have a disproportionate or unique negative impact on minority persons.

Describe the negative impact expected from this project.

Present the rationale for the existence of the proposed program or policy.

Provide evidence of consultation with representatives of the minority groups impacted.

Indicate which group is impacted:

- Women Persons with a disability Blacks Latinos Asians
 Pacific Islanders American Indians Alaskan Native Americans Other

The proposed grant project programs or policies are not expected to have a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact. These are relatively small projects that provides for resealing of joints and paving of a taxiway extension at the Creston Municipal Airport. There are no known minority persons in the vicinity of the project to be impacted by the pavement maintenance or the taxiway extension and there are no identified DBE Contractors in the Iowa DBE Directory for joint sealing or PCC Paving in Union County to be affected.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Name: _____

Title: Mayor

Definitions

"Minority Persons," as defined in Iowa Code Section 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code Section 15.102, subsection 7, paragraph "b," subparagraph (1):

b. As used in this subsection:

- (1) "Disability" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"Disability" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the state of Iowa.



SOUTHERN IOWA COUNCIL OF GOVERNMENTS

Southern Iowa Development Group, Inc.
Southern Iowa COG Housing Trust Fund, Inc.

P.O. Box 102
101 East Montgomery St.
Creston, Iowa 50801-0102

Telephone 641.782.8491
Facsimile 641.782.8492
e-mail SICOG@sicog.com

J. R. Cornett, Chairman
Decatur County
John Twombly, Vice-Chairman
Adair County
Kirk Macumber, Secretary
Madison County
Warren Woods, Treasurer
City of Creston
Linda England
Adams County
Don Reasoner
Clarke County
Kurt Shaha
Ringgold County
Bob Halligan
City of Lenox
Doug Davidson
Private Sector Representative
Boyle Scott
Private Sector Representative
William Trickey
Private Sector Representative
Beth Waddle
Private Sector Representative
Tom Lesan
Member-At-Large

April 11, 2013

Mr. Mike Taylor
City Administrator
Creston City Hall
Creston, Iowa 50801

RE: Airport Zoning Update and Land use

Dear Mr. Taylor:

Per your email of January 18, 2013 and our conversations, the Southern Iowa Council of Governments is pleased to submit a proposal to revise the City of Creston Airport Height Zoning Ordinance.

Land Use and Comprehensive Planning: Beginning in FY 2014, airport sponsors must document that the airport is protected by an airport zoning ordinance in order to receive any state funding. Grants are available to assist sponsors in developing or updating current airport zoning ordinances. State share is 85% up to a maximum of \$25,000 for zoning ordinances and \$20,000 for comprehensive planning.

Please accept this letter of engagement for the completion of the Airport Zoning Ordinance. As part of this proposal, SICOG will complete and submit for the city an application to the Iowa Department of Transportation (IDOT) for 85% of the amount to complete the activity.

The Southern Iowa Council of Governments will complete the requirements for the above agreement by the end date of the approved IDOT application. Work items will include:

1. Rewrite of airport section based off of DOT's model ordinance -\$6,000
2. Creation of Airport Land Use & Height Map (including other necessary maps) \$9,000
3. Attendance at necessary and appropriate meetings
4. Property owners notification within an estimated 2 mile radius of airport
5. Other Miscellaneous



Grantsmanship

Planning

Technical Assistance

Page 2
Engagement Letter
Airport Height Zoning Ordinance
April 11, 2013

Total compensation for the above services would be that as submitted to the IDOT but the grant request cannot exceed \$25,000. The city or airport commission shall be responsible for providing the required 15% local match contribution.

This agreement is approved and in effect by the following signatures and approval of the grant by IDOT.

Dated: Day ___ Month _____, 2013

SIGNED:
Creston, Iowa:

Mayor, Warren Woods

Southern Iowa Council of Governments:



Executive Director, Timothy Ostroski

Resolution # _____
City of Creston

A resolution to authorize the preparation and submittal of the Airport Planning and Zoning Grant Application.

WHEREAS, beginning in FY 2014, airport sponsors must document that the airport is protected by an airport zoning ordinance in order to receive any state funding; and

WHEREAS, according to the Iowa Department of Transportation, airport zoning ordinances should reference compatible land use and is highly recommended, especially if it is for an airport that is eligible or federal funding; and

WHEREAS, the Iowa Department of Transportation has made grant funding available to communities for the purposes of creating Airport Zoning Ordinances, of which the City of Creston is eligible to apply for; and

WHEREAS, the estimated project cost is \$15,000, of which \$12,750 will consist of grant money and \$2,250 will be provided as local match by the City of Creston;

THEREFORE, let it be resolved that, the Southern Iowa Council of Governments is to prepare and the city to sign the Airport Planning and Zoning Grant Application, after which the Southern Iowa Council of Governments will be reasonable for the submittal of the signed application to the State of Iowa Department of Transportation for review and consideration.

Approved on this _____ day of _____, 2013.

AYES: _____

NAYS: _____

Approved and signed:

Mayor

ATTEST:

City Clerk

April 16, 2013

Honorable Mayor and City Council
City of Creston
116 West Adams
P.O. Box 449
Creston, IA 50801-0449

CRESTON, IOWA
FERRARA CANDY COMPANY, INC.
PRETREATMENT AGREEMENT

GENERAL

The primary purpose of the National Pretreatment Program is to protect publicly owned treatment works (POTW) and the environment from hazardous or toxic wastes which may be discharged into the sewer system. To protect the POTW and the environment, limits must be placed on the plant influent (headworks limitations). After the establishment of headworks limitations the POTW can then limit toxic contaminants from industrial dischargers.

There are four major areas of concern when establishing headwork limitations.

1. Inhibition/Interferences. The introduction of toxic pollutants above certain concentrations can inhibit the biological processes occurring at the POTW and result in reduced treatment efficiency.
2. Pass-Through of Pollutants. Toxic pollutants are removed at various removal efficiencies. Levels in the effluent may cause adverse impacts on the receiving stream.
3. Sludge Contamination. Removal of certain pollutants (i.e. metals) in the POTWs processes results in contamination of the sludge. Criteria for land disposal of sludge is based largely on the concentration in the sludge of certain metals.
4. Exposure of Workers to Chemical Hazards. Certain industrial wastes can produce poisonous gases or can be highly acidic or caustic to POTW personnel.

The four areas listed above will be examined in light of the types of industries present and sampling results to establish headwork limitations for various pollutants to protect the POTW and environment.

POLLUTANTS OF CONCERN

Review of the December 29, 2012 Proposed Treatment Agreement between Ferrara Candy Company, Inc. and the City of Creston results in a list of pollutants, and a proposed loading for each, which are known or suspected to be present (Table 1). A copy of the Proposed Treatment Agreement is shown in Appendix A.

Table 1
Contaminants Known or Suspected Present

<u>Pollutant</u>	<u>Proposed Pollution Loading Limit</u>	
	<u>Average</u>	<u>Maximum</u>
Biological Oxygen Demand, BOD	750 ppd	1,200 ppd
Total Suspended Solids, TSS	1,500 ppd	2,400 ppd

The wastewater treatment facility's treatment limitations for BOD and TSS are established as part of the wastewater construction permit process. Therefore, analyzing the wastewater treatment facility capacity for BOD and TSS is not needed as these limitations have previously been calculated and established.

BOD and TSS are only a concern as a pass-through pollutant. Therefore inhibition/interference, sludge contamination and exposure of workers are not considered further.

HEADWORKS LIMITATIONS

The City of Creston completed improvements to its wastewater treatment facility in 1997. With these improvements, an Iowa Department of Natural Resources (IDNR) Schedule G for the construction permit application was completed. A revised Schedule G was submitted on March 19, 1997 that outlined the treatment capacity of the wastewater treatment facility. A review of Schedule G generates a list of loading rates of pollutants of concern that can be treated at the wastewater treatment facility in pounds per day (ppd) as shown in Table 2.

Table 2
Wastewater Treatment Facility Treatment Capacity

<u>Pollutant</u>	<u>Design Influent Loading Capacity</u>	
	<u>Average</u>	<u>Maximum</u>
BOD	3,000 ppd	3,500 ppd
TSS	3,080 ppd	3,600 ppd

This shows that the average daily headworks limitations for BOD and TSS loading at the wastewater treatment facility are 3,000 ppd and 3,080 ppd, and the maximum daily limitations are 3,500 ppd and 3,600 ppd, respectively.

The wastewater treatment facility receives flow and loadings from its domestic population as well as the Ferrara Candy Company and Wellman Dynamics. Table 3 shows the contribution of pollutants by the Ferrara Candy Company to the headworks limits based on its Current Treatment Agreement. The limits for the Ferrara Candy Company are taken from a letter dated January 18, 2007, from the City of Creston to the Ferrara Candy Company, then Farley's & Sathers Candy Company, Inc. The values in this letter supersede those in the City of Creston's current NPDES permit. The City of Creston should update the current NPDES permit to the values outlined in the January 18, 2007 letter. The letter is enclosed in Appendix B of this report. A comparison of Table 1 and Table 3 shows that the Ferrara Candy Company is proposing to increase its maximum TSS limit from 1,500 ppd to 2,400 ppd.

Table 3
Ferrara Candy Company Pollutant Contribution
Current Treatment Agreement Limits

<u>Pollutant</u>	<u>Pollutant Loading Limit</u>	
	<u>Average</u>	<u>Maximum</u>
BOD	750 ppd	1,200 ppd
TSS	1,500 ppd	1,500 ppd

Table 4 shows the typical domestic contribution of BOD and TSS to the wastewater treatment facility. To determine the typical domestic contribution of BOD and TSS, a population-based calculation as recommended by the Iowa Department of Natural Resources is used. The IDNR design standard recommends a factor of 0.17 lbs/capita/day for BOD loading and 0.20 lbs/capita/day for TSS loading. In the 2010 census, the City of Creston had a recorded population of 7,834. This corresponds with a BOD loading of 1,332 ppd and a TSS loading of 1,567 ppd.

Table 4
Typical Domestic Pollutant Contribution

<u>Pollutant</u>	<u>Typical Loading</u>
BOD	1,332 ppd
TSS	1,567 ppd

An analysis of Monthly Operating Reports (MORs) from the wastewater treatment facility shows that the calculated BOD values slightly higher the actual historical data. The MORs provide total BOD loading to the wastewater treatment facility and also break down the recorded contributions from Wellman-Dynamics and Ferrara Candy Company. Subtracting the recorded contributions from Wellman-Dynamics and Ferrara Candy Company from the total recorded BOD loading results in the domestic contribution of BOD. Table 5 shows the results of the historical data from the MORs of BOD loading.

Table 5
Historical Data of BOD Loading

	<u>Month</u>	<u>Total Loading</u> (ppd)	<u>Wellman-Dynamics Contribution</u> (ppd)	<u>Ferrara Candy Company Contribution</u> (ppd)	<u>Calculated Domestic Wastewater Contribution</u> (ppd)
2012	January	969	61	43	865
	February	1,041	108	56	877
	March	933	96	51	786
	April	1,279	123	75	1,081
	May	981	120	32	829
	June	895	61	76	758
	July	913	13	59	841
	August	869	62	96	711
	September	1,238	38	120	1,080
	October	1,231	5	115	1,111
	November	1,236	32	78	1,126
	December	1,287	13	114	1,160
2013	January	978	14	14	950
	Average	1,065	57	71	937

The historical data shows a trend of around 0.12 lbs/capita/day for BOD. Since the historical data shows that the actual loadings produced by the domestic population of Creston are not quite as high as the calculated IDNR standards, the actual historical data for BOD loading will be substituted in for the calculated loadings.

An analysis of Monthly Operating Reports (MORs) from the wastewater treatment facility shows that the calculated TSS values are also higher than the actual historical data. The MORs provide total TSS loading to the wastewater treatment facility and also break down the recorded contributions from Wellman-Dynamics and Ferrara Candy Company. Subtracting the recorded contributions from Wellman-Dynamics and Ferrara Candy Company from the total recorded TSS loading results in the domestic contribution of TSS. Table 6 shows the results of the historical data from the MORs of TSS loading.

Table 6
Historical Data of TSS Loading

	<u>Month</u>	<u>Total Loading</u> (ppd)	<u>Wellman-Dynamics Contribution</u> (ppd)	<u>Ferrara Candy Company Contribution</u> (ppd)	<u>Calculated Domestic Wastewater Contribution</u> (ppd)
2012	January	1,158	10	165	983
	February	1,995	---	264	1,731
	March	1,522	---	194	1,328
	April	1,596	14	248	1,334
	May	1,316	---	277	1,039
	June	1,417	---	150	1,267
	July	2,152	5	155	1,992
	August	1,422	---	279	1,143
	September	1,686	---	302	1,384
	October	1,621	3	312	1,306
	November	1,484	---	175	1,309
	December	1,816	---	248	1,568
2013	January	1,416	11	485	920
	Average	1,585	9	250	1,331

The historical data shows a trend of around 0.17 lbs/capita/day for TSS. Since the historical data shows that the actual loadings produced by the domestic population of Creston are not quite as high as the calculated IDNR standards, the actual historical data for TSS loading will be substituted in for the calculated loadings.

The historical data for BOD and TSS loading updates the typical domestic contribution for both pollutants. Table 7 shows the updated typical domestic loading using the historical data over the IDNR calculated values.

Table 7
Updated Typical Domestic Pollutant Contribution

<u>Pollutant</u>	<u>Typical Loading</u>
BOD	937 ppd
TSS	1,331 ppd

The updated typical domestic contribution of BOD and TSS and the currently permitted loadings from Wellman-Dynamics are combined with the loadings from the Proposed Treatment Agreement from Ferrara Candy to find the remaining treatable loadings available at the wastewater treatment facility if the Proposed Treatment Agreement is accepted. Table 8 shows the results if the Proposed Treatment Agreement is accepted.

Table 8
Headworks Remaining Capacity from Proposed Treatment Agreement

<u>Pollutant</u>	<u>Headworks Limitation (ppd)</u>	<u>Typical Domestic Wastewater Contribution (ppd)</u>	<u>Ferrara Candy Company Limitations (ppd)</u>	<u>Wellman-Dynamics Limitations (ppd)</u>	<u>Remaining Treatable Loadings Available (ppd)</u>
<i>Average</i>					
BOD	3,000 ppd	937 ppd	750 ppd	80 ppd	1,233 ppd
TSS	3,080 ppd	1,331 ppd	1,500 ppd	80 ppd	169 ppd
<i>Maximum</i>					
BOD	3,500 ppd	937 ppd	1,200 ppd	160 ppd	1,203 ppd
TSS	3,600 ppd	1,331 ppd	2,400 ppd	160 ppd	-291 ppd

Table 9 shows the remaining treatable loadings available at the City's wastewater treatment facility if the Current Treatment Agreement is continued.

Table 9
Headworks Remaining Capacity from Current Treatment Agreement

<u>Pollutant</u>	<u>Headworks Limitation (ppd)</u>	<u>Typical Domestic Wastewater Contribution (ppd)</u>	<u>Ferrara Candy Company Limitations (ppd)</u>	<u>Wellman-Dynamics Limitations (ppd)</u>	<u>Remaining Treatable Loadings Available (ppd)</u>
<i>Average</i>					
BOD	3,000 ppd	937 ppd	750 ppd	80 ppd	1,233 ppd
TSS	3,080 ppd	1,331 ppd	1,500 ppd	80 ppd	169 ppd
<i>Maximum</i>					
BOD	3,500 ppd	937 ppd	1,200 ppd	160 ppd	1,203 ppd
TSS	3,600 ppd	1,331 ppd	1,500 ppd	160 ppd	609 ppd

ANALYZED RESULTS

If the Proposed Treatment Agreement limits were accepted, the City of Creston's wastewater treatment facility would be able to handle the average BOD and TSS loadings and the maximum BOD loadings it receives from the Ferrara Candy Company. The treatment facility would be slightly overloaded if the Ferrara Candy Company discharged the maximum amount of TSS allowed by the Proposed Treatment Agreement limits.

If the Current Treatment Agreement limits were accepted, the City of Creston's wastewater treatment facility would be able to handle the average BOD and TSS loadings and both of the maximum BOD and TSS loadings it receives from Ferrara Candy Company.

Using the historically calculated domestic contribution of 0.12 lbs/capita/day for BOD, a population increase of approximately 10,000 people or the addition of an industry slightly larger than the size of Ferrara Candy Company would be available with the remaining 1,233 ppd of treatable average daily loading available at the treatment facility. A population increase of approximately 10,000 people or the addition of an industry the same size of Ferrara Candy Company would be available with the remaining 1,203 ppd of treatable maximum daily loading available at the treatment facility.

Using the historically calculated domestic contribution of 0.17 lbs/capita/day of TSS, a population increase of approximately 1,000 people would utilize the remaining 169 ppd of treatable average daily loading available at the treatment facility. A population increase of 3,580 people would utilize the remaining 609 ppd of treatable maximum daily loading available at the treatment facility.

A further analysis of the TSS loadings shows a correlation between the source of TSS contributions at the plant's influent and the removal rate of TSS at the plant's effluent. Table 10 shows influent loadings of TSS in ppd from the domestic population, Wellman-Dynamics and Ferrara Candy Company as well as the effluent loadings of TSS from their combined flows after treatment. Table 11 shows the same categories as Table 10, this time with units of percentage of total influent TSS for the 3 influent categories and percent removal for the effluent category. Figure 1 and Figure 2 graphically represent Table 10 and Table 11, respectively.

Table 10
Influent Loading Categorization Vs. Effluent Loading

Influent Loadings					Influent Loadings				
Month	Ferrara Candy Company Contribution	Wellman-Dynamics Contribution	Domestic Wastewater Contribution	Effluent	Month	Ferrara Candy Company Contribution	Wellman-Dynamics Contribution	Domestic Wastewater Contribution	Effluent
	(ppd)	(ppd)	(ppd)	(ppd)		(ppd)	(ppd)	(ppd)	(ppd)
2008	January	630	---	---	2011	January	614	16	1,229
	February	670	---	---		February	471	2	1,175
	March	556	6	1,417		March	416	2	1,537
	April	533	11	2,258		April	646	15	1,627
	May	358	7	1,610		May	470	1	1,521
	June	134	6	1,777		June	509	5	1,128
	July	86	6	2,681		July	191	21	1,022
	August	78	14	618		August	69	3	975
	September	234	3	920		September	108	4	875
	October	373	37	1,730		October	81	13	1,093
	November	335	12	977		November	70	2	1,130
	December	234	3	920		December	145	2	1,510
2009	January	336	19	1,588	2012	January	165	10	983
	February	464	3	1,027		February	264	0	1,731
	March	395	1	961		March	194	0	1,328
	April	388	10	1,395		April	248	14	1,334
	May	348	2	1,659		May	277	0	1,039
	June	525	3	1,437		June	150	0	1,267
	July	281	20	1,745		July	155	5	1,992
	August	274	2	2,797		August	279	0	1,143
	September	207	5	1,452		September	302	0	1,384
	October	365	25	3,100		October	312	3	1,306
	November	238	6	1,968		November	175	0	1,309
	December	259	6	2,138		December	248	0	1,568
2010	January	514	8	1,801					
	February	472	7	1,377					
	March	332	6	2,537					
	April	321	24	1,941					
	May	429	6	2,202					
	June	281	6	1,388					
	July	378	27	1,224					
	August	193	1	2,381					
	September	462	7	1,671					
	October	262	10	1,184					
	November	417	4	1,121					
	December	504	4	1,183					

Table 11
Percentage of Influent Categorization Vs. Percent Removal at Effluent

Influent Loadings					Influent Loadings						
Month	Ferrara Candy Company Contribution	Wellman-Dynamics Contribution	Domestic Wastewater Contribution	Effluent	Month	Ferrara Candy Company Contribution	Wellman-Dynamics Contribution	Domestic Wastewater Contribution	Effluent		
	(ppd)	(ppd)	(ppd)	(ppd)		(ppd)	(ppd)	(ppd)	(ppd)		
2008	January	---	---	---	2011	January	33%	0.87%	66%	82%	
	February	---	---	---		February	29%	0.13%	71%	83%	
	March	28%	0.29%	72%	72%		March	21%	0.10%	79%	86%
	April	19%	0.37%	81%	87%		April	28%	0.64%	71%	77%
	May	18%	0.37%	81%	87%		May	24%	0.07%	76%	73%
	June	7%	0.32%	93%	76%		June	31%	0.30%	69%	81%
	July	3%	0.22%	97%	97%		July	15%	1.70%	83%	92%
	August	11%	1.97%	87%	94%		August	7%	0.32%	93%	91%
	September	20%	0.26%	80%	97%		September	11%	0.37%	89%	95%
	October	17%	1.73%	81%	93%		October	7%	1.11%	92%	97%
	November	25%	0.87%	74%	93%		November	6%	0.15%	94%	96%
	December	20%	0.26%	80%	97%		December	9%	0.12%	91%	94%
2009	January	17%	0.97%	82%	94%	2012	January	14%	0.88%	85%	93%
	February	31%	0.20%	69%	92%		February	13%	0.00%	87%	93%
	March	29%	0.04%	71%	78%		March	13%	0.00%	87%	88%
	April	22%	0.57%	78%	83%		April	16%	0.87%	84%	90%
	May	17%	0.09%	83%	92%		May	21%	0.00%	79%	92%
	June	27%	0.17%	73%	94%		June	11%	0.00%	89%	96%
	July	14%	0.98%	85%	95%		July	7%	0.21%	93%	97%
	August	9%	0.07%	91%	97%		August	20%	0.00%	80%	94%
	September	12%	0.27%	87%	92%		September	18%	0.00%	82%	96%
	October	10%	0.72%	89%	97%		October	19%	0.19%	81%	96%
	November	11%	0.27%	89%	94%		November	12%	0.00%	88%	96%
	December	11%	0.26%	89%	96%		December	14%	0.00%	86%	94%
2010	January	22%	0.34%	78%	91%						
	February	25%	0.38%	74%	92%						
	March	12%	0.22%	88%	82%						
	April	14%	1.03%	85%	88%						
	May	16%	0.24%	83%	82%						
	June	17%	0.38%	83%	83%						
	July	23%	1.66%	75%	89%						
	August	7%	0.05%	92%	93%						
	September	22%	0.33%	78%	91%						
	October	18%	0.68%	81%	96%						
	November	27%	0.27%	73%	95%						
	December	30%	0.22%	70%	89%						

Figure 1
Influent Loading Categorization Vs. Effluent Loading

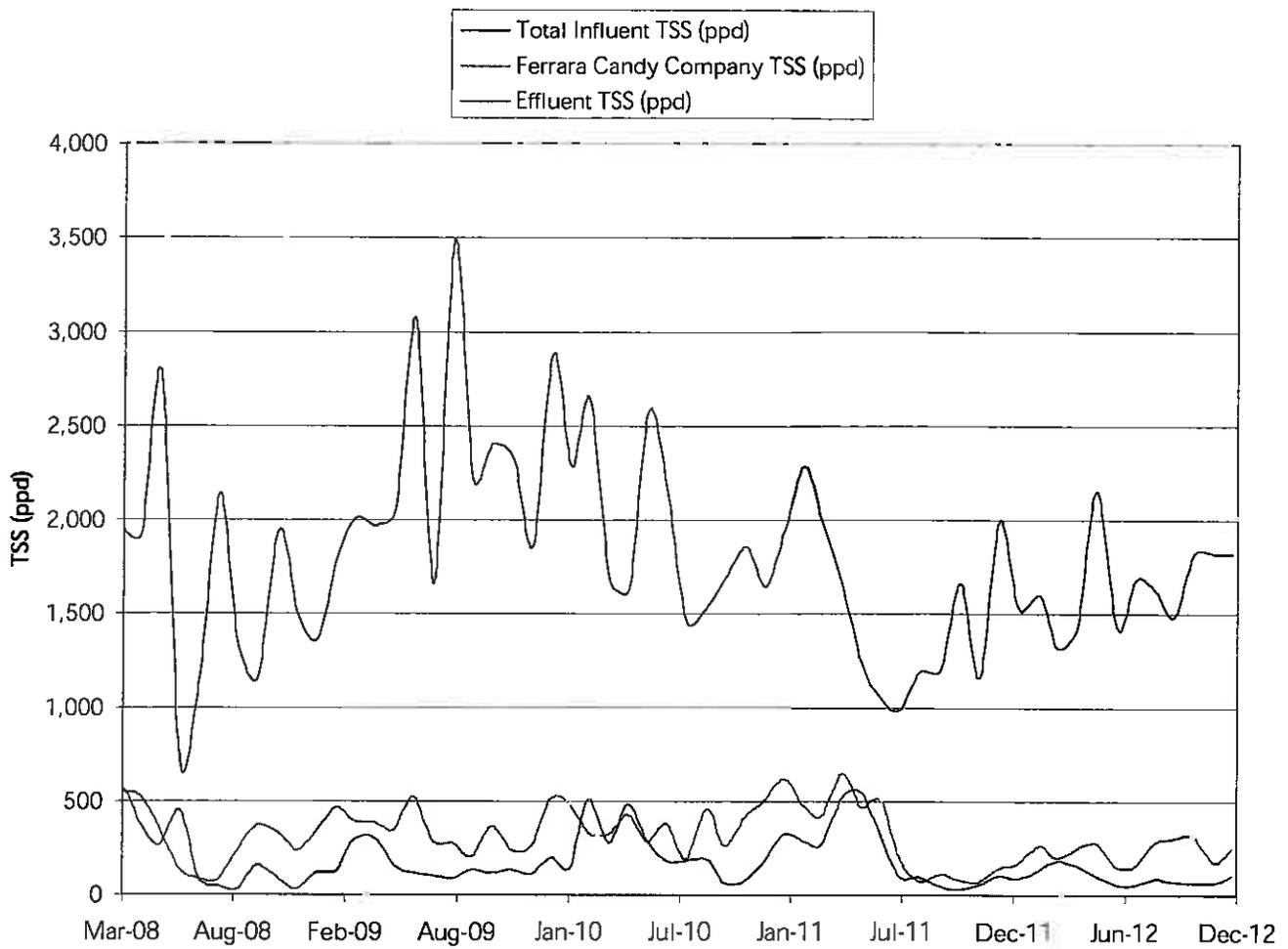


Figure 2
Percentage of Ferrara Influent Vs. Percent Removal at Effluent

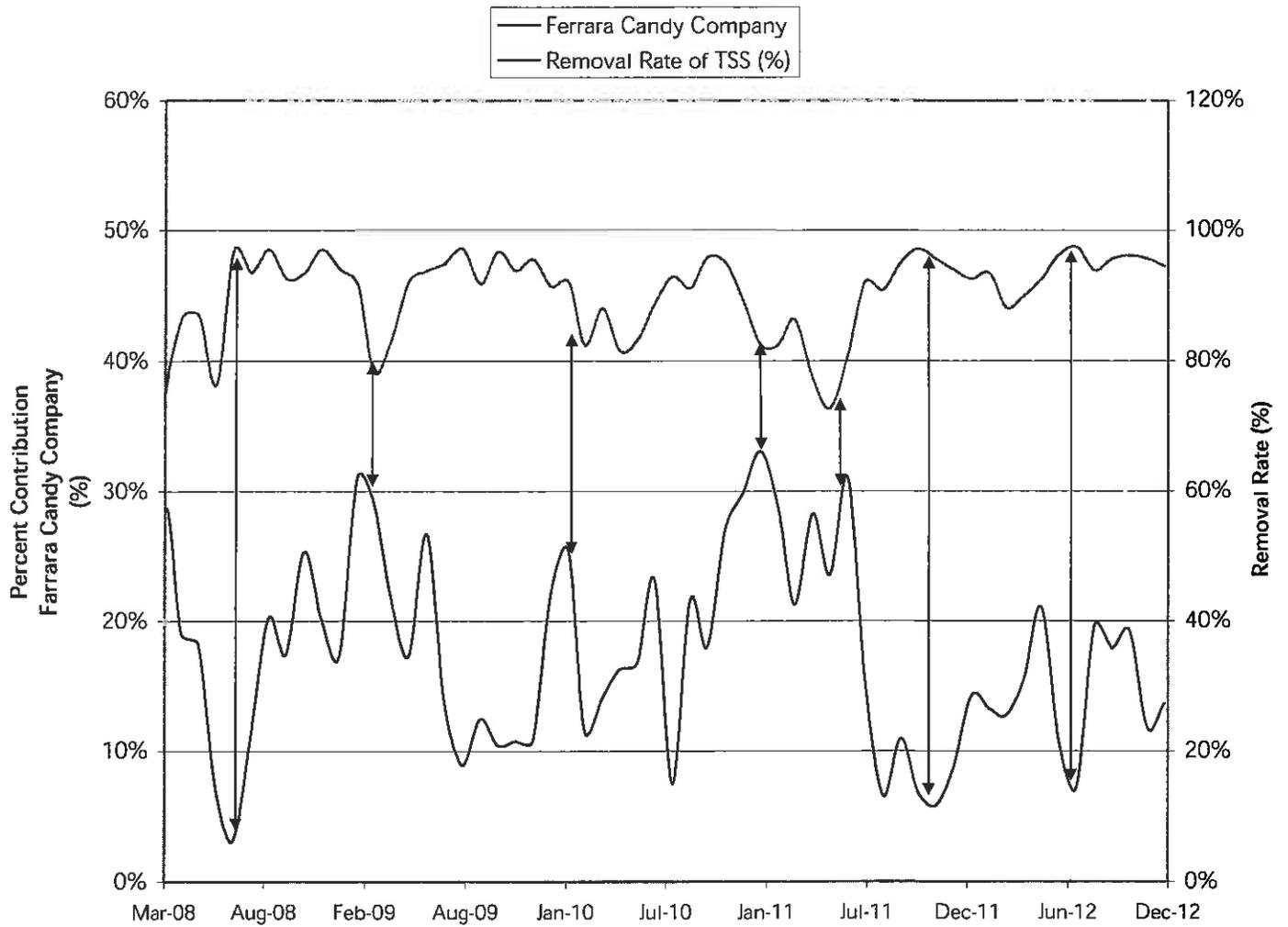


Figure 1 illustrates that the TSS loading at the effluent of the plant very closely relates to the influent TSS loading contribution from Ferrara Candy Company. It shows that increases in the influent TSS loading contribution from Ferrara Candy Company nearly always result in an increase in TSS loading at the effluent, while increases in the total influent TSS loading, even at times with large spikes, do not seem to cause significant increases in the TSS loading at the effluent.

Figure 2 illustrates similar points on a percentage basis. At times when the Ferrara Candy Company is contributing a very low percentage of the total influent TSS loading, the removal rate of TSS at the plant's effluent is very high. At times when the Ferrara Candy Company is contributing a larger percentage of the total influent TSS loading, the removal rate of TSS at the plant's effluent lowers considerably. This suggests that it is not the quantity of influent TSS, but the type of suspended solid itself that affects removal rates. Currently, the type of suspended solids contributed by the Ferrara Candy Company cannot be efficiently removed in the treatment process at the wastewater treatment facility.

Figure 2 and Table 11 also highlight an issue with removal rate percentages. While the City of Creston does not currently have an issue with meeting its effluent limitations based on pounds per day of TSS, it can have an issue with meeting the minimum 85% removal rate standard that the IDNR does reserve the right to enforce. Throughout the five years of data, 12 months had average TSS removal rates below 85%. Nearly all of these occurrences happen when the Ferrara Candy Company was contributing a higher percentage of the total influent TSS.

Figure 3 re-illustrates the percentages from Figure 2, this time with a line across the 85% minimum removal rate limit.

Figure 3
Percentage of Ferrara Influent Vs. Percent Removal at Effluent
With 85% Minimum Removal Rate Line

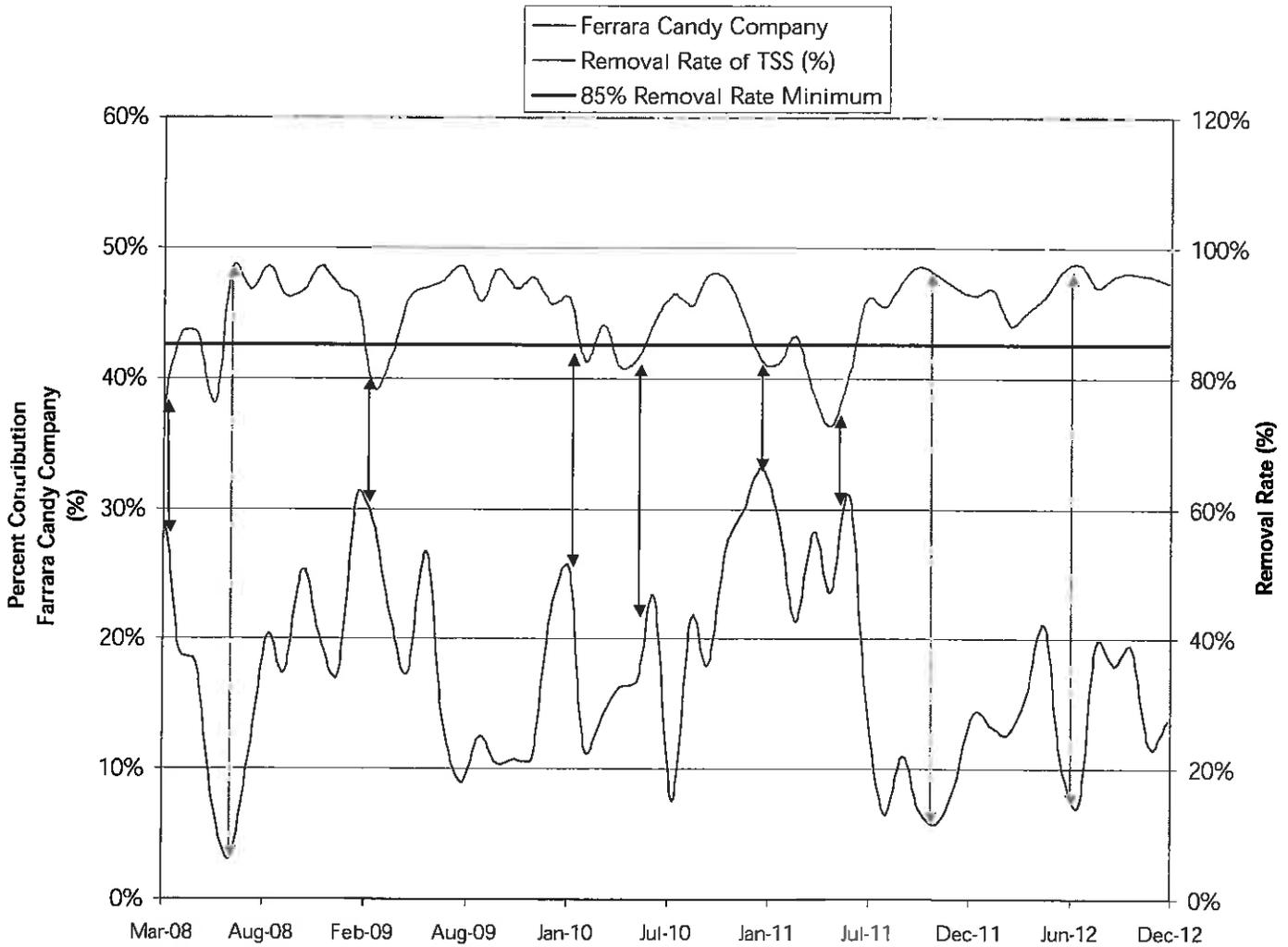


Figure 3 confirms that the wastewater treatment facility's inability to meet the minimum 85% removal rate directly correlates with the percentage of total influent TSS contributed by Ferrara Candy Company.

Figure 4 interpolates the maximum percentage that Ferrara Candy Company can contribute to the total influent TSS while maintaining an 85% removal rating.

Figure 4
Percentage of Ferrara Influent Vs. Percent Removal at Effluent
Maximum Ferrara Contribution Line

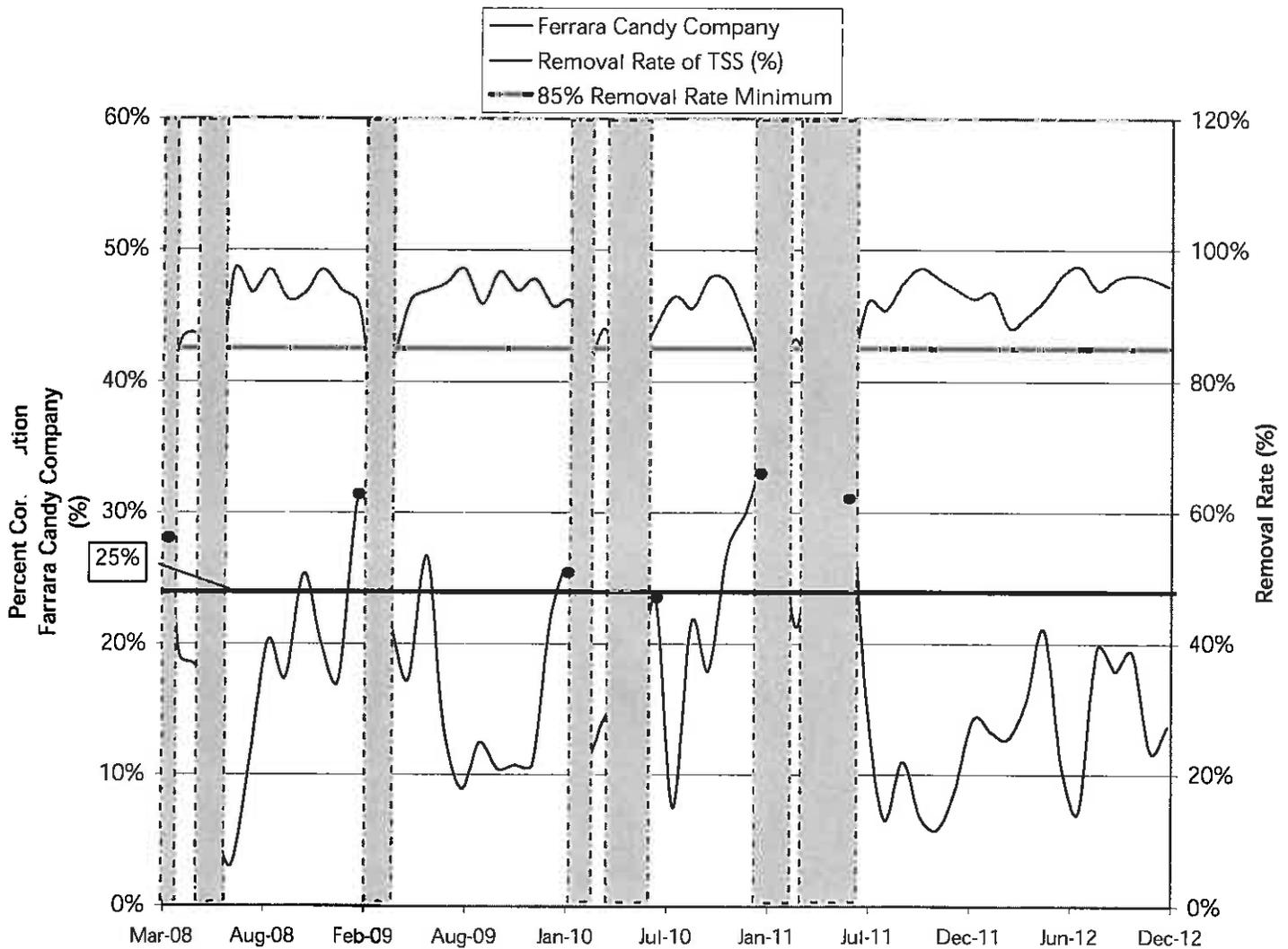


Figure 4 demonstrates that, normally, when Ferrara Candy Company is contributing less than approximately 25% of the total TSS loading at the plant's influent, the TSS removal rate at the plant's effluent is above 85%. To translate what this would mean in a pounds per day limitation for Ferrara Candy Company, a typical low TSS contribution from the domestic population and Wellman-Dynamics must be determined.

Honorable Mayor and City Council
City of Creston
April 16, 2013
Page 15

Table 10 can be utilized for this determination. With the exception of August of 2008, when the combined domestic population and Wellman-Dynamics TSS was only 628 ppd, the typical combined low loading contribution is approximately 900 ppd. If Ferrara Candy Company can only contribute 25% of the total influent TSS at the plant, and the domestic population and Wellman-Dynamics, at their lowest, contribute a combined loading of 900 ppd, Ferrara Candy Company would be limited to an average daily loading of 300 ppd.

This number is considerably lower than the limit that would be placed on Ferrara Candy Company based on pounds per day effluent limitations.

RECOMMENDATIONS

If the Proposed Treatment Agreement is accepted, the City will have an issue with meeting the maximum daily loading of TSS at its effluent. If the Current Treatment Agreement limits are continued, the City will not have issues with meeting their effluent limitations on loading in pounds per day.

However, even with the limits from the Current Treatment Agreement, there is an issue with the removal rate not consistently meeting the minimum 85% removal rate requirement. Analysis of how to maintain an 85% removal rate resulted in limiting Ferrara Candy Company to an average daily loading of 300 ppd. This is considerably lower than the Current Treatment Agreement limit of 1,500 ppd.

Therefore, we would recommend keeping the Current Treatment Agreement limits as outlined in the January 18, 2007 letter, while having conversations with Ferrara Candy Company on addressing the treatability of their suspended solids. We would also recommend incorporating these limits into the NPDES Operation Permit.

VEENSTRA & KIMM, INC.

Forrest Aldrich

FSA:omp
25137

Appendix A

Proposed Treatment Agreement



December 29, 2012

City of Creston Water Pollution Control Plant
Jim Bristow
Post Office Box 449
Creston, Iowa 50801

Subject: FARLEY'S & SATHERS CANDY COMPANY, INC. MERGER

Our company and its Creston manufacturing complex merged with the Ferrara Candy Company. Our complex's legal name and address is now:

Ferrara Candy Company
500 Industrial Parkway
Creston, Iowa 50801-8242

Please use this name and address for any future correspondence related to permits, notices, zoning, billing, etc.

Please contact me at 641.782.9848 if you have any questions.

Sincerely,

Thomas J. Zacharias
Business Systems Manager

**IOWA DEPARTMENT OF NATURAL RESOURCES
OPERATION PERMIT APPLICATION
TREATMENT AGREEMENT**

NOTICE A properly executed Treatment Agreement must be submitted by the contributor not less than one hundred eighty (180) days before the new major contributing industry proposes to discharge into a wastewater disposal system. Any proposed expansion, production increase or process modification that may result in <u>any</u> change to a previous Treatment Agreement requires execution of a new Treatment Agreement.	DNR USE
	IOWA FACILITY NO.
	IND. CONT. AGREEMENT NO.
	REPLACES AGREEMENT NO.

MAJOR INDUSTRIAL CONTRIBUTOR		SYSTEM RECEIVING WASTE	
NAME Ferrara Candy Company	NAME City of Creston	MAILING ADDRESS 500 Industrial Pkway, Creston, Iowa	MAILING ADDRESS PO Box 449, Creston, Iowa
AUTHORIZED REPRESENTATIVE Brian L. Haines	PHONE NO. 641.782.5380	AUTHORIZED REPRESENTATIVE Jim Bristow	PHONE NO. 641.782.2273

CERTIFICATION OF CONTRIBUTING INDUSTRY

I am the duly authorized representative for the major industrial contributor identified above and state that the proposed discharge to the system receiving waste identified above shall not exceed the quantities listed on page two of this form after

EFFECTIVE DATE
12/29/2012

I further assure that notice of any anticipated increase in pollutants contributed shall be given to the owner of the system identified above sufficiently in advance of such increase to allow this contributor to submit a new treatment agreement to the Department of Natural Resources not later than sixty days in advance of the increase or change.

TYPED OR PRINTED NAME Brian L. Haines	TITLE Plant Manager	SIGNATURE <i>Brian Haines</i>	DATE 12/29/2012
--	------------------------	----------------------------------	--------------------

CERTIFICATION OF SYSTEM RECEIVING WASTE

I am the duly authorized representative for the facility owner named above and state that the owner agrees to accept the discharge described on page two from the contractor identified above, and accepts responsibility for providing treatment of the volume and quantities described on the reverse in accordance with the provisions of Chapter 455B, Code of Iowa, and the rules of the Department of Natural Resources. This agreement is conditioned on the industrial contributor complying with all applicable standards and requirements of the Department of Natural Resources and the United State Environmental Protection Agency. This agreement is entered for the purpose of identifying pollutants contributed and limiting the quantity contributed, and shall not otherwise be construed to affect local ordinances, sewer service agreements or fee systems entered into between the parties.

This agreement may be modified or terminated by the owner of the disposal system if additional pollutants or additional quantities or volumes of pollutants are contributed other than identified on the reverse, or because of any condition that requires either a temporary or permanent reduction or elimination of the accepted contribution.

TYPED OR PRINTED NAME Michael Taylor	TITLE C. Administrator	SIGNATURE	DATE
---	---------------------------	-----------	------

INSTRUCTIONS FOR COMPLETION OF PAGE 2

ITEM 1

A) Enter the industry's Standard Industrial Classification Code Number (SIC Code). The 1982 edition of the "Standard Industrial Classification Manual" or the current "Directory of Iowa Manufacturers" contains SIC code numbers and their descriptions.

B) Specify the principal product(s) or the principal raw material(s) and the maximum quantity produced or consumed in any day. Quantities are to be reported in units of measurement found in "Table III (Units of Measurement by SIC Code)". Other industrial SIC categories not included in Table III should be listed in units of measurement normally used by the industry. Table III is available from the Department on request.

ITEM 2

Hourly Maximum is the maximum discharge during any single hour in the peak period of operation.

ITEM 6

Describe all pretreatment of waste prior to discharge to municipal collection system.

ITEM 7

Describe any occasional or intermittent discharge and include the frequency of discharges and the amount. Such discharges could upset a treatment plant because of the shock effect of a sudden change in influent loading.

ITEM 8

Compatible Waste in Contribution means any waste parameter discharged that the receiving treatment works was designed to treat and does remove to a significant degree. Average is to represent the maximum 30-day average likely to occur in any year. Days when no discharge occurs should not be included in the average. Maximum is the maximum single-day contribution during a peak period of operation.

ITEM 9

Incompatible Waste in Contribution means any waste not qualifying within the definition of Item 8. List all such waste parameters that are contributed in concentrations greater than that present in the raw water supply.

*NOTE: A "Major Contributing Industry" means an industrial user of a treatment works that:

- a. Has a flow of 50,000 gallons or more per average work day;
- b. Has a flow greater than five percent of the treatment works receiving the waste;
- c. Has in its waste a toxic pollutant in toxic amounts as defined in standards issued under Section 307a of the Clean Water Act and adopted by reference in 567--62.5 of the Iowa Administrative Code; or
- d. Is found by the Department of Natural Resources to have a significant impact, either singly or in combination with other contributing industries, on that treatment works or on the quality of effluent from that treatment works.

STANDARD UNITS OF MEASUREMENT BY SIC CODE

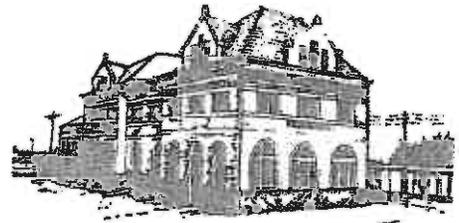
SIC CODE	CODE	UNITS OF MEASUREMENT	INDUSTRY
201; 2077	A-1	Pounds live weight killed (meatpacking in slaughterhouse or packinghouse; poultry processing)	Meat products
	A-2	Pound product (slaughtering & rendering; processing)	
	A-3	Pound raw material (rendering in offsite plant)	
202; 5143	B-1	1,000 lb. milk equivalent	Dairy products
2033; 2034; 2037; 2038	C-1	Ton raw material	Canned and preserved fruits and vegetables
204	D-1	1,000 bu. processed	Grain mill products
2061	E-1	Ton sugar cane processed	Raw cane sugar
2062	E-2	Ton raw sugar processed	Cane sugar refining
2063	E-3	Ton beets sliced	Beet sugar
2077		See SIC 201	
2084	F-1	Ton grapes pressed	Wine, brandy, and brandy spirits
	F-2	1,000 gallon wine (table wine for process season only)	
	F-3	1,000 bu. grain processed	Distilled liquor, except brandy
2085	F-4	1,000 standard cases	Bottled and canned soft drinks
2086	G-1	Ton raw material	Seafoods
2091; 2092	H-1	1,000 lb. raw material	Textile mill products
22	H-2	or 1,000 lb. product	
2421	I-1	1,000 fbm	Sawmills and planing mills
2435; 2436	I-2	1,000 ft ² on three-eighths inch basis	Veneer and plywood
2491	I-3	1,000 ft ² treated	Wood preserving
2492	I-4	1,000 ft ² on three-fourths inch basis	Particle board
26	J-1	Ton product	Paper and allied products
2812; 2816; 2819	K-1	Ton product	Inorganic chemicals
2821; 2823; 2824; 2891; 3079	L-1	1,000 lb. product	Plastic material and synthetics industry
2822	M-1	1,000 lb. rubber produced	Synthetic rubber (vulcanizable elastomers)
283	N-1	1,000 lb. raw material	Drugs and pharmaceuticals
2481	O-1	1,000 lb. product	Soap and detergent
	O-2	or 1,000 gallon product	
2865; 2869	P-1	1,000 lb. product	Organic chemicals
2873; 2874; 2875	Q-1	1,000 ton product	Fertilizer industry
2879	R-1	1,000 lb. product	Agricultural chemicals and pesticides
2891		See SIC 2821	
2911	S-1	1,000 bbl. crude or partially refined feed stock (stream day)	Petroleum refining
3011; 3021; 3031; 3041; 3069	T-1	1,000 lb. raw material	Rubber products
3111	U-1	1,000 lb. green salted hides or pickled skins	Leather tanning and finishing
3211; 3231	V-1	1,000 ton product	Flat glass and glass products made; purchased glass
	V-2	or 1,000 ft ² mirrored surface (for mirrored glass only)	
3241	V-3	1,000 bbl. product	Hydraulic cement
327	V-4	1,000 ton product	Concrete, gypsum and plastic products
3292	V-5	1,000 ton asbestos used	Asbestos products
331	W-1	Ton dry coal	Coke making
	W-2	Ton hot metal	Blast furnaces
	W-3	Ton liquid steel	Steelworks
	W-4	Ton hot formed steel	Hot forming
	W-5	Ton processed steel	Rolling and finishing mills
332	W-6	Ton metal cast	Iron and steel foundries
333	X-1	1,000 lb. metal product	Primary smelting and refining of nonferrous metals
334	X-2	1,000 lb. metal product	Secondary smelting and refining of nonferrous metals
335	X-3	1,000 lb. metal processed	Rolling, drawing, and extruding of nonferrous metals
336	X-4	1,000 lb. metal cast	Nonferrous foundries
3465; 3711; 3714	Y-1	Unit production	Automobile manufacturing
	Y-2	or square feet	
4911; 4931	Z-1	1,000 MWh generated	Electric power services
4961	Z-1	1 million lb. steam produced	Steam supply

Appendix B

January 18, 2007 Letter

City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, Iowa 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

January 18, 2007

Farley's & Sathers Candy Company, Inc.
Mr. Michael Sacchetti
500 Industrial Parkway
Creston, IA 50801

RE: Notice of Violation of Permit Parameter and Action Plan

Dear Mr. Sacchetti:

We are officially notifying you of our plan moving forward to address the past and present situation concerning TSS. The City of Creston and Farley's and Sathers mutually agreed that a limit of 1500 lb. TSS per day is an acceptable level and that the City would issue a citation and fine Farley's for each violation and occurrence. It was also agreed that the city would hold the citations as long as Farley's was working in good faith and the city could see they were working to meet requirements. Based on data collected over the last couple of weeks it appears that no progress has been made toward consistently meeting the daily 1500 lb. TSS level.

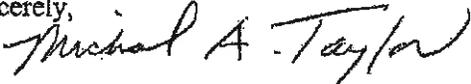
Therefore, if the 1500 lb. daily TSS level is not met by Monday, January 22, 2007, we will file all of the citations that we have been holding with the Union County Clerk of Court. Any pending or future citations that may be issued will be filed immediately upon violation.

If the 1500 lb. TSS daily limit is not met by January 29, 2007, the city will be forced to terminate sanitary sewer service to Farley's & Sathers.

We are sorry to take this action; however, we have no choice because the City of Creston must stay compliant with the limits required of our NPDES permit and to ensure the effluent quality of water leaving our facility.

If you have any question, please do not hesitate to contact me at (641) 782-2000 Ext. 4.

Sincerely,

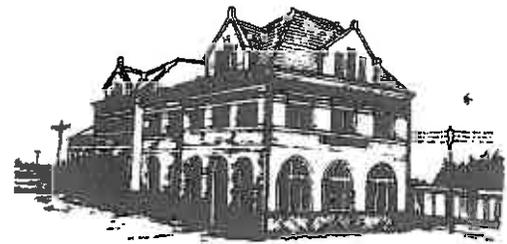
A handwritten signature in cursive script that reads "Michael A. Taylor".

Michael A. Taylor
City Administrator

CC: I. D. N. R. Regional Office #4
Mike Tamerius, Mayor
Arnold O. (Skip) Kenyon, City Attorney
Jack Willets, Supervisor Water Pollution
Kevin Kruse, Building Official
Thomas J. Zacharias, Business System Manager

City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, IA 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

April 9, 2013

TO: Mayor Woods and City Council Members

RE: Two Easement Requests

The first easement request is from Ross and Monica King to place a 6 foot tall privacy fence on city right of way at 500 N Cedar Street. The proposed fence will be adjacent to Summit Street, which is on the south side of the King's lot.

The second request is from Randy and Paula White, 1503 N Elm Street. This request is for an easement to place geothermal piping below the ground surface between the White's lot and the Hurley Creek reservoir on city property.

Please contact me with any questions at 782-2000 ext.1.

Yours truly,

A handwritten signature in black ink, appearing to read 'K. Kruse'.

Kevin Kruse
Public Works Director

BUILDING PERMIT UNDER ZONING ORDINANCE OF CITY OF CRESTON, IOWA

Permit No. 9244

APPLICATION FOR PERMIT

Date 11-9-13

The undersigned hereby makes application to erect or remodel a geothermal piping on N-1/2 Lot 30 and all of Lots 31 and 32

Lot 31 Block Midwest Addition Section II
 No. to Hurley Creek into area bounded by the red line Street

Owned by Randy + Paula White

Address 1503 North Elm Phone

Number of rooms Bedrooms Toilets

Material: Exterior wall Interior wall

Foundation Roof Floor

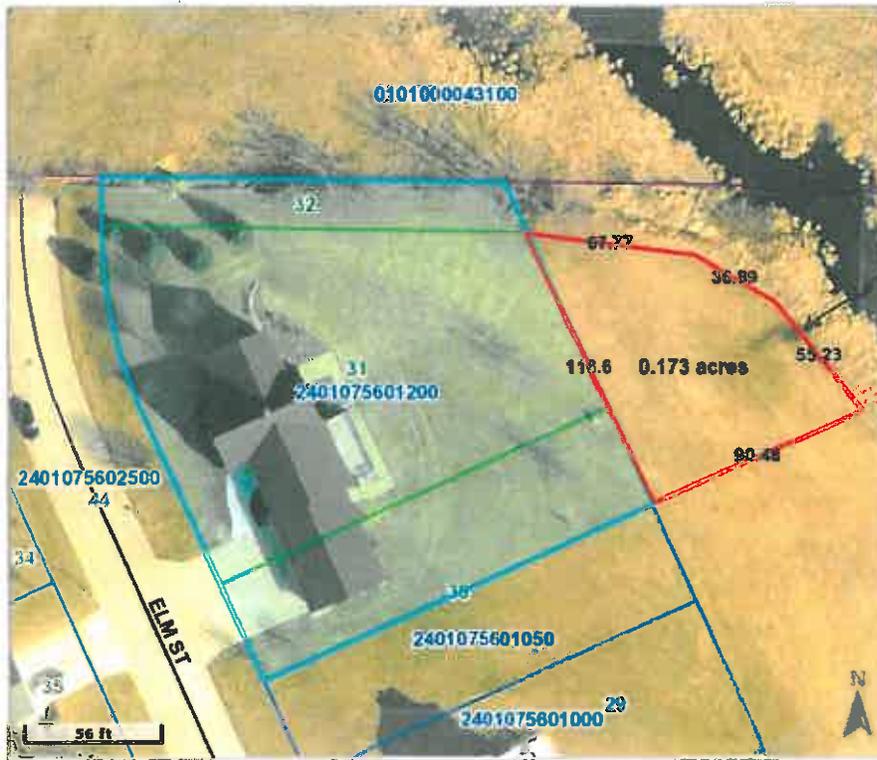
Sq. feet: Basement 1st Floor 2nd Floor Garage

Valuation Fee Type of heat

Ceiling Height: Basement 1st Floor 2nd Floor

Dimensions of Building: Width Depth No. of Stories

Use District Intended Use Area of Lot



This application and any permit that may be granted in response thereto are subject to all the laws of the State of Iowa, and all ordinances of the City of Creston, Iowa, and the rules and regulations of the State and local Board of Health, that may have a bearing on the same.

Applicant, being fully advised, hereby certifies that he is the owner or that he is authorized and empowered to represent the owner, who makes the accompanying application; that the application, plat, plans and specifications are true, and contain a correct description of the proposed building, lot and work, and use to which building is to be placed.

Referred to City Council for easement

Signed _____ Applicant

Examined and approved this _____ day of _____, 20_____

Administrative Officer

**NOTICE OF PUBLIC HEARING
AMENDMENT OF CURRENT CITY BUDGET**

The City Council of Creston in UNION County, Iowa

will meet at Creston City Hall - 116 W. Adams Street

at 6:00 PM on 05/07/13

(hour)

(Date)

, for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2013

(year)

by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given. Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	2,280,388	80,000	2,360,388
Less: Uncollected Property Taxes-Levy Year	2			0
Net Current Property Taxes	3	2,280,388	80,000	2,360,388
Delinquent Property Taxes	4			0
TIF Revenues	5	643,115		643,115
Other City Taxes	6	982,170	74,000	1,056,170
Licenses & Permits	7	37,980	20,000	57,980
Use of Money and Property	8	74,620		74,620
Intergovernmental	9	2,375,219	-149,251	2,225,968
Charges for Services	10	6,423,174	950,000	7,373,174
Special Assessments	11			0
Miscellaneous	12	235,850	464,963	700,813
Other Financing Sources	13	2,098,682	25,533	2,124,215
Total Revenues and Other Sources	14	15,151,198	1,465,245	16,616,443
Expenditures & Other Financing Uses				
Public Safety	15	1,511,763	65,379	1,577,142
Public Works	16	2,480,692	144,465	2,625,157
Health and Social Services	17			0
Culture and Recreation	18	1,820,527	-311,700	1,508,827
Community and Economic Development	19	69,869	1,000	70,869
General Government	20	2,663,294	207,150	2,870,444
Debt Service	21	1,066,349	292,712	1,359,061
Capital Projects	22	504,936		504,936
Total Government Activities Expenditures	23	10,117,430	399,006	10,516,436
Business Type / Enterprises	24	5,452,947	513,333	5,966,280
Total Gov Activities & Business Expenditures	25	15,570,377	912,339	16,482,716
Transfers Out	26	2,098,682	-32,889	2,065,793
Total Expenditures/Transfers Out	27	17,669,059	879,450	18,548,509
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	28	-2,517,861	585,795	-1,932,066
Continuing Appropriation	29		N/A	0
Beginning Fund Balance July 1	30	8,309,077		8,309,077
Ending Fund Balance June 30	31	5,791,216	585,795	6,377,011

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Revenue-increases-LOST,hotel/motel,state & fed grants,RUT,charges for service-waterworks,reimbursements-ins, donations & sales of land. Revenue-decreases-CDBG sewer project.Expense-increases-fire dept grant & othe cap.equip, city contr.fire/police retirement,airport grant,street lighting,solid waste,street dept equip & street maint,library-bldg/grds maint, library restricted-supplies & books,financial-eng. rr crossing & Cottonwood Sub,waterworks grant pass thru & projects, bond refunding. Expense-decreases-ymca repairs, CDBG sewer proj.

There will be no increase in tax levies to be paid in the current fiscal year named above. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget. This will provide for a balanced budget.

City Clerk/ Finance Officer Name

GOVERNMENTAL LEASE-PURCHASE AGREEMENT

THIS GOVERNMENTAL LEASE-PURCHASE AGREEMENT (this "Lease") is entered into this 1st day of April, 2013 by and among Greyhawk Commercial Finance, L.L.C., an Iowa limited liability company, ("Lessor"), with its principal place of business at 432 NW Greenview Dr., Lee's Summit, MO 64064, and the City of Creston, Iowa, a political subdivision of the state of Iowa ("City"), with its principal office located at 116 W Adams Street, Creston, IA 50801, and Union County, a political subdivision of the state of Iowa ("County"), with its principal office located at 300 N Pine Street, Creston, IA 50801. City and County may be jointly and severally referred to herein as "Lessee".

LEASE TERMS AND CONDITIONS

1. **LEASE:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the personal property and equipment, together with any and all replacement parts, repairs, additions and accessories incorporated therein and/or affixed thereto (the "Equipment"), described in Exhibit A attached hereto. Lessee authorizes Lessor to insert serial numbers of or other identifying information concerning the Equipment in this Lease and related documents.

2. **TERM:** The Lease term begins on the date Lessee executes the applicable Certificate of Acceptance as provided in Section 5 and ends on the date set forth in Exhibit A unless earlier terminated pursuant to this Lease. The form of the Certificate of Acceptance is attached hereto as Exhibit D.

3. **RENT:** Lessee shall pay rent to Lessor for the Equipment in the amounts and on the dates specified in Exhibit B (the "Lease Payments") at Lessor's offices as indicated above, or as otherwise directed by Lessor. To the extent permitted by applicable law, Lessee shall also pay (i) a late fee equal to seven percent (7%) of the amount due or the maximum amount permitted by law, whichever is less, on any rent payment that is not paid within ten (10) days when due, (ii) interest on any unpaid rent payment from the due date at an annual interest rate of eighteen percent (18%), or the highest rate permitted by law (the "Late Charge Rate") and (iii) all other expenses and costs incurred by Lessor by reason of such non-payment. Lease payments shall be applied first to costs and expenses incurred by Lessor under the Lease, then to interest due and owing, and then to rent or other amounts due and owing. EXCEPT AS SPECIFICALLY PROVIDED IN EXHIBIT C ATTACHED HERETO (IF APPLICABLE), THE LEASE PAYMENTS SHALL CONSTITUTE AN ABSOLUTE AND UNCONDITIONAL OBLIGATION OF LESSEE AND SHALL NOT BE SUBJECT TO ANY SET-OFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

4. **DISCLAIMER OF WARRANTIES AND CLAIMS; LIMITATION OF REMEDIES:** LESSEE ACKNOWLEDGES AND AGREES THAT:

- (A) LESSOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS DESIGN, ITS CAPACITY, ITS QUALITY OR WITH RESPECT TO ANY CHARACTERISTIC OF THE EQUIPMENT;
- (B) LESSEE LEASES THE EQUIPMENT "AS IS" AND WITH ALL FAULTS AND LESSOR HAS NO OBLIGATION TO INSTALL, TEST, REPAIR OR SERVICE THE EQUIPMENT OR TO PAY THE COSTS ASSOCIATED WITH THE SAME;
- (C) LESSOR DID NOT DESIGN, MANUFACTURE, SELECT OR SUPPLY THE EQUIPMENT AND DID NOT SELECT THE EQUIPMENT MANUFACTURER OR SUPPLIER. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY THE EQUIPMENT MANUFACTURER OR SUPPLIER OR AS EXPECTED BY LESSEE OR IS UNSATISFACTORY FOR ANY REASON, REGARDLESS OF CAUSE OR CONSEQUENCE, LESSEE'S ONLY REMEDY, IF ANY, SHALL BE AGAINST THE EQUIPMENT MANUFACTURER OR SUPPLIER AND NOT AGAINST LESSOR;
- (D) PROVIDED LESSEE IS NOT IN DEFAULT UNDER THIS LEASE, LESSOR ASSIGNS TO LESSEE ANY WARRANTIES MADE BY THE EQUIPMENT MANUFACTURER OR SUPPLIER;
- (E) LESSEE SHALL HAVE NO REMEDY FOR CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES AGAINST LESSOR; NO DEFECT, DAMAGE, UNFITNESS OR LOSS OF THE EQUIPMENT FOR ANY REASON OR PURPOSE SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR RELIEVE LESSEE OF ANY OTHER OBLIGATION UNDER THIS LEASE;
- (F) LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DIRECT OR INDIRECT DAMAGE TO PERSONS OR PROPERTY THAT RESULTS FROM THE EQUIPMENT OR ANY DEFECTS, WHETHER OR NOT DISCOVERABLE BY LESSEE, IN THE EQUIPMENT;
- (G) LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND CAUSED, DIRECTLY OR INDIRECTLY, BY THE DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT;
- (H) LESSOR MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCOUNTING TREATMENT TO BE ACCORDED TO THIS LEASE OR AS TO THE TAX CONSEQUENCES AND/OR TAX TREATMENT OF THIS LEASE;
- (I) LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER THE MANUFACTURER, THE SUPPLIER, THE DEALER NOR ANY EMPLOYEE, SALESMAN, REPRESENTATIVE OR OTHER AGENT OF THE MANUFACTURER, DEALER OR SUPPLIER, IS AN AGENT OF LESSOR. NO EMPLOYEE, SALESMAN, REPRESENTATIVE OR AGENT OF THE MANUFACTURER, DEALER OR SUPPLIER IS AUTHORIZED TO WAIVE, ALTER OR ADD TO THE TERMS OR CONDITIONS OF THIS LEASE AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE MANUFACTURER, DEALER OR SUPPLIER SHALL IN

ANY WAY AFFECT LESSEE'S DUTY TO PAY RENT AND PERFORM ITS OTHER OBLIGATIONS AS SET FORTH IN THIS LEASE; AND

- (J) LESSEE ACKNOWLEDGES AND AGREES THAT LESSOR HAS AGREED TO PROVIDE THE FUNDING FOR AND ON BEHALF OF LESSEE FOR THE ACQUISITION AND INSTALLATION OF THE EQUIPMENT UNDER THE TERMS HEREOF AT THE REQUEST OF LESSEE.

5. DELIVERY; ACCEPTANCE: Lessee will cause the Equipment to be delivered to Lessee at the location specified in Exhibit A (the "Equipment Location"). Any delay in delivery and installation shall not affect the validity of this Lease. Lessee agrees to inspect each item of Equipment promptly on delivery and to execute a Certificate of Acceptance after Lessee is satisfied that the Equipment is in good working order and is satisfactory in every respect. Regardless of whether Lessee executes a Certificate of Acceptance, Lessee shall be deemed to have unconditionally accepted the Equipment for all purposes of this Lease and shall be forever barred and estopped from denying the foregoing and rejecting the Equipment thirty (30) days after delivery unless Lessee has provided Lessor with prior written notice specifying the defect in or objection to the Equipment.

6. REPRESENTATIONS; WARRANTIES AND COVENANTS: Lessee represents and warrants to Lessor that:

- (A) Lessee will, at Lessor's request, deliver an opinion letter of counsel certifying that:
- (i) Lessee is a State, a Territory or a possession of the United States, the District of Columbia, or a political subdivision of any of the foregoing within the meaning of section 103(a) of the Internal Revenue Code of 1986, as amended, and regulations and rulings proposed or existing from time to time and promulgated thereunder (the "Code"). If Lessee is incorporated, it is duly organized and existing under the constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect;
 - (ii) the execution, delivery and performance by Lessee of this Lease and the related documents have been duly authorized by all necessary action on the part of Lessee and do not violate, conflict with, result in a breach of or constitute a default under any statute, order, rule, regulation or judgment or any agreement or instrument by which Lessee is bound;
 - (iii) this Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms;
 - (iv) the constitution and laws of the applicable jurisdiction authorize Lessee to acquire, operate and maintain the Equipment, to enter into this Lease and the related documents and to carry out its obligations under this Lease and the related documents; and
 - (v) the official of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of the governing body of Lessee or by other appropriate official action.
- (B) Lessee will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect;
- (C) Lessee has complied with all bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part;
- (D) Lessee has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period;
- (E) it is necessary and in the best interests of Lessee and its residents for Lessee to acquire the Equipment;
- (F) the interest component of each Lease Payment will be exempt from federal income taxation and during the Lease Term Lessee will not take any action which will cause the interest component of the Lease Payments to become subject to federal income taxation;
- (G) the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and shall not be used in a trade or business of any other person or entity nor shall Lessee permit the Equipment to be used by any other person or entity pursuant to an operating or management agreement or other agreement as to use unless Lessee shall have delivered to Lessor an opinion of counsel nationally recognized in matters relating to federal tax exemption of municipal obligations that such use will not have an adverse impact on the excludability of the interest component of the Lease Payments from gross income for purposes of federal income taxes;
- (H) to the knowledge of Lessee there is no litigation or proceeding pending or threatened affecting the right of Lessee to execute this Lease or the ability of Lessee to make the Lease Payments required hereunder;
- (I) Lessee is not an arbitrage bond for purposes of Code section 148 and Lessor and its assigns are entitled to treat the interest component of the Lease Payments as exempt from federal income taxes under code section 103(a);
- (J) Lessee shall maintain records relating to Lessor and its assigns sufficient to comply with the registration requirements of Code section 149(a);
- (K) this Lease is not and shall not become a "private activity bond" within the meaning of Code section 141; and
- (L) Lessee shall comply with all Code provisions which are necessary to preserve the tax-exempt status of the interest component of the Lease Payments made and to be made under this Lease, including, without limitation, the investment and rebate provisions of Code section 148, the prohibition against federal guaranties under Code section 149(b) and the information reporting requirements of Code section 149(e).

7. TITLE: Upon acceptance of the Equipment by Lessee, title to the Equipment will vest in Lessee; provided, however, that (i) in the event of termination of this Lease by Lessee; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will, at Lessor's sole option, vest in Lessor free of any right, title or interest of Lessee and Lessee shall execute and deliver to Lessor all documents necessary to evidence such transfer of title.

8. **SECURITY INTEREST:** In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, accessories, replacements, improvements and substitutions thereto, now or hereafter acquired, together with all rents, income, profits and proceeds thereof, including insurance proceeds, (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest, and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence and perfect such security interest. Lessee further agrees that the Uniform Commercial Code shall apply as between the parties hereto and assignees of Lessor. Concurrently with the execution and delivery of this Lease, Lessee will deliver to Lessor three (3) UCC-1 Financing Statements with respect to the Equipment which shall be in the form attached hereto as Exhibit I.

9. **PERSONAL PROPERTY:** The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of any real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a landlord or mortgagee waiver with respect to the Equipment.

10. **REPAIRS; MAINTENANCE; USE AND ALTERATIONS:** Lessee shall pay when due, at its sole cost and expense, all charges incurred in the operation, maintenance, use and repair of the Equipment. Lessee shall keep the Equipment in good working condition, repair and maintenance, ordinary wear and tear excepted. Lessee shall make no modifications, alterations, additions, or improvements to the Equipment which detract from its economic value or functional utility without the prior written consent of Lessor. All Equipment maintenance, and the frequency thereof, shall be performed in a manner no less comprehensive than that recommended by the Equipment manufacturer. Lessee shall maintain accurate and complete records of all Equipment repairs and maintenance. The Equipment shall at all times be operated in a careful and proper manner and in compliance with all applicable laws and regulations and all manufacturer's instructions and warranty requirements.

11. **LOCATION; INSPECTION:** Lessee shall keep and permanently garage, as appropriate, the Equipment in Lessee's sole possession and control at the Equipment Location, or, if the Equipment is rolling stock, the Equipment's permanent base shall not be changed from the Equipment Location without Lessor's prior written consent. Lessee shall inform Lessor of the exact location of the Equipment on request and shall make the Equipment, and all books and records related thereto, available for inspection and inventory by Lessor, upon prior notice to Lessee of not less than forty-eight (48) hours.

12. **LIENS AND TAXES:** Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than those created under this Lease. Lessee shall promptly, at its sole cost and expense, take such action as may be necessary to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease or otherwise, Lessee shall, upon demand, reimburse Lessor therefor with interest thereon at the Interest Rate set forth in Exhibit A plus 2% or the maximum rate permitted by state law.

13. **RISK OF LOSS; DAMAGE; DESTRUCTION:** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair or, if Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee will at the option of Lessor: either (a) replace the same with like equipment of equal value in good repair; or (b) on the next Lease Payment Date, pay Lessor: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease Payment due on such date; and (ii) an amount equal to the applicable Concluding Payment set forth in Exhibit B. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Concluding Payment to be made by Lessee with respect to the item(s) of Equipment which has suffered the event of loss. In the event that Lessee repairs the Equipment, any and all proceeds from insurance provided by Lessee received by Lessee may be applied to making such repairs and the excess retained by Lessee. Any excess of proceeds of insurance provided by Lessor shall be returned to Lessor.

14. **INSURANCE:** Lessee shall at its sole cost and expense, maintain at all times during the Lease Term, fire and extended coverage, public liability, and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor. In no event will the insurance limits be less than the amount of the then applicable Concluding Payment. Each insurance policy will name Lessee as an insured and Lessor or its assigns as an additional insured and loss payee, as appropriate, and will contain a clause requiring the insurer to give Lessor or its assignee at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance which shall be in a form satisfactory to Lessor. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto. Lessee shall also maintain throughout the Lease Term liability insurance in protection of Lessor, its officers, agents, employees and Lessee. Said insurance shall indemnify such entities and persons against loss or liability for damages for personal injury, death or property damage occasioned by reason of the use or operation of the Equipment. Said insurance shall provide coverage of not less than \$2,000,000 in the aggregate combined single limit of bodily injury, personal injury and property damage. All insurance required to be maintained pursuant to this Section may be subject to reasonable deductible clauses but only to the extent that said deductible

x _____ Lessee
_____ Lessor

amount is covered by self-insurance of Lessee. Lessee's property and liability insurance shall be provided through the agent identified on Exhibit J. Lessee specifically authorizes Lessor to contact such insurance agent to acquire the insurance coverages and certificates required by this Section.

15. **INDEMNIFICATION:** To the extent permitted by law, Lessee shall indemnify Lessor and, its successors and assigns against, and hold Lessor and its successors and assigns harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorney's fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection or return and the recovery of claims under insurance policies thereon.

16. **PURCHASE OPTION:** From and after the Purchase Option Date set forth in Exhibit A upon thirty (30) days prior written notice from Lessee to Lessor, and provided that there is no Event of Default, or an event which with notice or lapse of time, or both, could become an Event of Default, then existing, Lessee will have the right to purchase all but not less than all of the Equipment on the Lease Payment Dates set forth in Exhibit B by paying to Lessor on such date, the Lease Payment then due together with the Concluding Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will, by termination of this Lease, transfer any and all of its right, title and interest in the Equipment to Lessee AS IS, WHERE IS, WITHOUT WARRANTY, EXPRESS OR IMPLIED, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

17. **ASSIGNMENT:** Without Lessor's prior written consent, Lessee shall not (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment, or (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor, without the consent of Lessee, may assign all or any portion of its rights, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease and/or grant or assign all or any portion of its security interest in this Lease and the Equipment, in whole or in part to various assignees, their agents or trustees. Any such assignees shall have all of the assigned rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Upon assignment of any of Lessor's interests herein, Lessor will cause written notice of such assignment to be sent to Lessee which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made. No further action will be required by Lessor or by Lessee to evidence the assignment, and Lessee will acknowledge such assignments in writing if so requested. Lessee covenants that it will keep a complete and accurate record of all assignments in form necessary to comply with Code section 149(a). Upon Lessee's receipt of written notice of Lessor's assignment or transfer of all or any part of its interest hereunder, Lessee agrees to recognize any such purchaser, assignee or transferee (jointly, if more than one) as Lessor under this Lease (other than any required payments in the nature of reimbursement for taxes or other expenses which shall be made to the appropriate party) to Lessor or the most recent assignee or transferee of Lessor's interest of which Lessee has received written notice.

18. **EVENTS OF DEFAULT:** Any of the following events or conditions shall constitute an Event of Default hereunder:

- (A) Lessee fails to make any Lease Payment or any other payment as it becomes due in accordance with the terms of this Lease; or
- (B) Lessee fails to perform or observe any obligation, term, covenant, condition, or agreement to be performed or observed by it hereunder; or
- (C) The discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in any writing or any financial information now or hereafter delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; or
- (D) The Interest Component of Lease Payments as listed on Exhibit B becomes taxable income by any federal or state taxing authority; or
- (E) Lessee shall commence a voluntary case under any applicable bankruptcy or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case under any such law, or shall apply for or consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of Lessee for any of its property, or shall make any general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall admit its inability to pay its debts generally as they become due or its willingness to be adjudged a bankrupt, or shall take any action in furtherance of any of the foregoing; or
- (F) Lessee ceases doing business as a going concern, Lessee becomes insolvent, any formal or informal proceeding is filed by Lessee under any bankruptcy, insolvency or similar laws, the making by Lessee of a transfer of all or a material portion of Lessee's assets or inventory not in the ordinary course of business, any formal or informal proceeding is filed under any bankruptcy, insolvency or similar laws against Lessee and is not dismissed within thirty (30) days thereafter; or
- (G) Any writ or order of attachment or execution or other legal process being levied on or charged against any item of the Equipment and not being released or satisfied within thirty (30) days; or
- (H) A final judgment for the payment of money in excess of \$ 10,000.00 being rendered by a court of record against Lessee which Lessee does not discharge or make provision for discharge in accordance with the terms thereof within thirty (30) days from the date of entry thereof; or
- (I) The concealment or removal of any material portion of Lessee's property with the intent to hinder, delay or defraud any one or more creditors, or the making of any other transfer which is fraudulent under the bankruptcy code or applicable state law; or

x _____ Lessee
_____ Lessor

- (J) Lessee shall default in the performance of or have failed to appropriate funds to renew any lease, mortgage, deed of trust or other such similar document affecting the real property at which any item of the Equipment is located; or
- (K) Lessee shall default in the performance of or have failed to appropriate funds to renew any lease, mortgage, deed of trust or other such similar document; or
- (L) Lessee shall be in default under any other agreement executed at any time with Lessor or Lessor's affiliates, or under any note, bond, indenture, loan agreement or other agreement or instrument by which it is bound.

19. **REMEDIES:** Regardless of the remedy or remedies elected by Lessor, Lessee shall reimburse Lessor for any and all reasonable attorney fees Lessor incurs in pursuing and enforcing such remedy or remedies. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein, or by law or by equity provided or permitted, but each shall be cumulative of every other right or remedy given herein or now or hereafter existing by law or equity or by statute or otherwise, and may be enforced concurrently therewith or from time-to-time. No single or partial exercise by Lessor of any right or remedy hereunder shall preclude any other or further exercise of any other right or remedy. If Lessee is in default, Lessor, with or without notice to Lessee, shall have the right to exercise any one or more of the following remedies, concurrently or separately, and without any election of remedies being deemed to have been made:

- (A) By written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Lease Payments due during the remainder of the fiscal period of Lessee during which such default has been declared to be immediately due and payable, whereupon the same shall become immediately due and payable;
- (B) By written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's sole cost and expense, promptly return the Equipment to Lessor, or Lessor, at its sole option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same without liability to Lessor or its agents for such entry or for damage to property or otherwise and Lessee agrees to execute and deliver all title and license documents necessary to evidence the transfer of title to Lessor or its designee;
- (C) Sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable (i) for all Lease Payments and other payments due to the effective date of such selling, leasing or subleasing and (ii) for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by Lessee hereunder; and
- (D) Exercise any other right, remedy or privilege which may be available to it under applicable laws, including the right (i) to proceed by appropriate court action to enforce the terms of this Lease, (ii) to recover damages for the breach of this Lease or (iii) to rescind this Lease as to any or all of the Equipment.

20. **NOTICES:** Any notices and demands made pursuant to this Lease shall be in writing, and hereunder to Lessee shall be deemed to have been given or made when (a) delivered personally or deposited in the United States mails, first class postage prepaid, (b) telecopied with evidence of confirmation, or (c) delivered to a nationally recognized overnight courier service for delivery, in each case addressed to the address of the parties set forth above or to such other address as the parties designate in writing to each other.

21. **NATURE OF AGREEMENT:** Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured party and the interest of Lessee is as a debtor, and that Lessor neither has nor shall have any equity in the Equipment. It is the agreement of Lessor and Lessee that the aggregate Lease Payments provided for hereunder constitute the purchase price of the Equipment together with interest on the unamortized amount thereof over the Lease Term, that each installment of rent constitutes principal and interest, in accordance with the schedule of Lease Payments set forth in Exhibit B of this Lease, which fully amortizes the purchase price of the Equipment, together with interest, over the term of this Lease, and that upon the due and punctual payment and performance of the installments of Lease Payments and other amounts and obligations under this Lease, title to the Equipment shall vest permanently in Lessee as provided in this Lease, free and clear of any lien or security interest of Lessor therein.

22. **TAX COVENANTS:** Lessee covenants that it will not take any action or permit any action to be taken or omit to take any action or permit the omission of any action reasonably within its control which action or omission will cause Lessee's obligations under this Lease to be an "arbitrage bond" within the meaning of Code section 148, which will cause Lessee's obligations under this Lease to be subject to treatment under Code section 141 as a "private activity bond," or which will cause the Interest Component of the Lease Payments to be includable in gross income for federal income tax purposes or otherwise adversely affect the exemption of the Interest Component of the Lease Payments from federal income taxation. This covenant shall survive the termination of this Lease.

23. **STATE LAW REPRESENTATIONS:** Lessee represents and warrants as follows: (a) this Lease, together with all applicable prior indebtedness of Lessee, is within all applicable statutory and constitutional limitations, if any, as to the incurring of indebtedness by Lessee; (b) the effective interest rate on this Lease, taking into consideration the Interest Components hereunder, is not in excess of any interest rate limitations under State law applicable to Lessee; (c) the term of this Lease is not greater than the lesser of (i) the reasonably expected economic life of the Equipment and (ii) the maximum term permissible under State law with respect to this Lease; and (d) no additional or further approval, consent or authorization of any governmental or public agency or authority or person not already obtained is required by Lessee in connection with the execution and delivery of this Lease or the performance of its obligations hereunder.

24. **REIMBURSEMENT:** None of the funds to be disbursed by Lessor under this Lease shall be used to reimburse Lessee for an expenditure previously paid by Lessee unless the following conditions have been satisfied: (a) not later than sixty (60) days after the payment of such expenditure, Lessee made a declaration of its official intent to reimburse such expenditure with the proceeds of a borrowing, which declaration is attached hereto and which declaration satisfies the "official intent rules" set forth in

x _____ Lessee
 _____ Lessor

Treas. Reg. FI 1.150-2(e) by virtue of, among other things, (i) stating that Lessee had a reasonable expectation to reimburse such expenditure with proceeds of an obligation to be incurred by Lessee; and (ii) setting forth a general description of the property for which such expenditure was paid and the maximum principal amount of the obligation expected to be incurred by Lessee for the Equipment; (b) the reimbursement will be made before eighteen (18) months after such expenditure was paid; (c) the expenditure was a capital expenditure, generally being a cost of a type properly chargeable to a capital account under general federal income tax principles; and (d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which employs an abusive arbitrage device. The reimbursement payment will not be used in a manner that results in the creation of replacement proceeds (e.g., a sinking fund) of the Lease or any other obligation of Lessee.

25. **ESCROW FUND:** Unless the proceeds of the Lease are being deposited in an Escrow Fund which will be created, held and expended as provided in Exhibit E, all of the proceeds of the Lease are being expended for the acquisition of the Equipment on the date hereof. Therefore, unless Exhibit E is applicable, Lessee hereby certifies as to its reasonable expectation on the date hereof that there will be no unspent gross proceeds of the Lease after the date hereof, other than gross proceeds in a bona fide debt service fund.

26. **QUALIFIED TAX-EXEMPT OBLIGATION:** Lessee has designated the Lease as a Qualified Tax-Exempt Obligation pursuant to Code section 265(b)(3). In connection therewith, Lessee hereby represents, warrants, certifies and agrees that, as follows:

- (A) For purposes of this Section, the following terms shall have the following:
 - (i) "Private Activity Bond" means an obligation which satisfies the private business use and the private security or payment tests as provided in Code section 141(a)(1) or satisfies the private loan financing test as provided in Code section 141(a)(2) (other than qualified 501(c)(3) bonds under Code section 145).
 - (ii) "Qualified Tax-Exempt Obligation" means a tax-exempt obligation which is not a Private Activity Bond and is so designated by the issuer as provided in Code section 265(b)(3)(B).
- (B) The aggregate face amount of all tax-exempt obligations (including the Lease, but excluding any Private Activity Bonds) issued by or on behalf of Lessee and all subordinate entities to Lessee or any entity formed (or, to the extent provided by the Secretary of the Treasury, availed of) to avoid the purposes of the \$ 10,000,000 limitation of Code section 265(b)(3) during the current calendar year does not as of the date hereof and is not reasonably anticipated to exceed \$10,000,000.
- (C) No portion of the Lease (and no portion of the issue of which the Lease is a part) is a Private Activity Bond.
- (D) Lessee has designated the Lease as a Qualified Tax-Exempt Obligation pursuant to Code section 265(b)(3)(B).
- (E) Lessor and Lessee have been counseled by Lessee's legal counsel as to the purpose of the foregoing certifications and the meanings of the matters set forth in the foregoing certifications. Lessee understands, acknowledges and agrees that such certifications will be relied upon by Lessor and by its legal counsel who renders an opinion regarding the tax-exempt status of the Interest Component of the Lease Payments under the Lease and the qualification of the Lease under Code section 265(b)(3)(B).

27. **LESSEE AUTHORIZING ACTION:** Lessee duly adopted the resolution, ordinance or similar authorizing action (the "Authorizing Action") attached hereto as Exhibit G, authorizing Lessee to enter into this Lease and certain other documents and certificates in connection herewith, at an open meeting of Lessee, at which meeting a quorum was present and acted throughout. The Authorizing Action appears in the official records of Lessee, remains in full force and effect and has not been altered, amended or repealed as of the date hereof. The meeting at which the Authorizing Action was adopted was held in strict conformance with all applicable law, including laws relating to open meetings.

28. **LESSEE COUNSEL OPINION:** The form of the opinion letter of Lessee's counsel to be delivered in connection with the Lease is attached hereto as Exhibit H.

29. **CHOICE OF LAW:** This Lease shall be construed in accordance with and governed by the laws of the state in which the Lessee is located.

30. **DELIVERY OF RELATED DOCUMENTS:** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transactions contemplated by this Lease. Lessee will furnish Lessor annual financial statements of Lessee within ninety (90) days after the end of Lessee's fiscal year and interim quarterly financial statements of Lessee within forty-five (45) days after the end of each fiscal quarter of Lessee.

31. **ENTIRE AGREEMENT WAIVER:** This Lease, together with the Certificate of Acceptance and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

32. **UCC ARTICLE 2A:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE (IF APPLICABLE), INCLUDING SECTION 2A-508 THROUGH 522 THEREOF.

33. **JOINT AND SEVERAL LIABILITY:** City and County hereby acknowledge and agree that, notwithstanding anything in this Lease or any other document or instrument relating hereto to the contrary, they are and shall at all times be jointly

_____ Lessee
_____ Lessor

and severally liable for all obligations and liabilities of Lessee under or in connection with this Lease. Without limiting the foregoing: (A) each of the representations, warranties and covenants made by Lessee herein shall be deemed to have been made separately by each of City and County, and jointly by both City and County, (B) any election, notice or other action made, given or taken by one of City or County (including, without limitation, the renewal or other extension of this Lease, and directives relating to the Escrow Fund (if applicable)) shall be binding upon both City and County, and Lessor shall be entitled to conclusively rely thereon, and (C) upon the occurrence of an Event of Default with respect to City or County, both City and County will be in default under this Lease, and the rights and remedies provided for in this Lease or otherwise available to Lessor shall be available as against both City and County.

34. ADDITIONAL PROVISIONS: Any amendments to the standard language of this Lease are set forth in Exhibit C attached hereto.

LESSOR: Greyhawk Commercial Finance, L.L.C.

By: _____

Title: _____

Date: _____

[SEAL]

ATTEST:

Secretary

LESSEE:

City of Creston, IA

By: _____

Title: _____

Date: _____

Union County, IA

By: _____

Title: _____

Date: _____

STATE OF IOWA)
) SS:
COUNTY OF UNION)

On this x _____ day of April, 2013, before me, a Notary Public in and for said county, personally appeared x _____ (authorized signer of Lease), to me personally known, and being by me duly sworn did say that he/she is the x _____ (title) of the City of Creston, Iowa and that said instrument was signed on behalf of x _____ by authority of its city council x _____ (authorized signer of Lease), acknowledged the execution of said instrument to be the voluntary act and deed of the City of Creston, IA by it voluntarily executed.

x _____
Notary Public, State of x _____
My commission expires: x _____

STATE OF IOWA)
) SS:
COUNTY OF UNION)

On this x _____ day of April, 2013, before me, a Notary Public in and for said county, personally appeared x _____ (authorized signer of Lease), to me personally known, and being by me duly sworn did say that he/she is the _____ (title) of Union County, IA and that said instrument was signed on behalf of the board of supervisors after resolution or other appropriate authorization and x _____ (authorized signer of Lease) acknowledged the execution of said instrument to be the voluntary act and deed of Union County, IA voluntarily executed.

Notary Public, State of _____
My commission expires: _____

STATE OF MISSOURI)
) SS:
COUNTY OF Jackson)

On this _____ day of April, 2013, before me, a Notary Public in and for said county, personally appeared _____ (authorized signer for Lessor, to me personally known, and being by me duly sworn did say that he/she is the _____ (title) of Greyhawk Commercial Finance, L.L.C., and that said instrument was signed on behalf of the members after resolution or other appropriate authorization and _____ (authorized signer for Lessor) acknowledged the execution of said instrument to be the voluntary act and deed of Greyhawk Commercial Finance, L.L.C., voluntarily executed.

Notary Public, State of _____
My commission expires: _____

x _____ Lessee
_____ Lessor