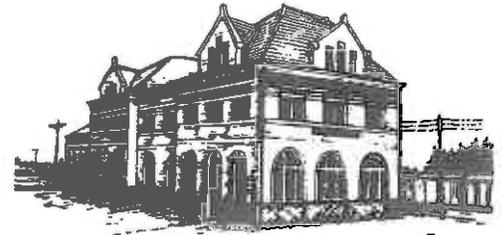


City of  
**CRESTON, IOWA**

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, Dave Koets, Gary Lybarger, 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, June 17, 2014**  
**6:00 p.m.**  
**06/13/2014 12:46 PM**

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Consideration of Agenda**
5. **Consider Adoption of the Consent Agenda – NOTE: These items are routine items and will be enacted by one motion without separate discussion unless a Council member requests an item be removed for separate consideration.**
  1. **Minutes:** June 3, 2014 – Regular Meeting
  2. **Claims & Fund Transfers:**
    - i. **Total Claims - \$559,744.77**
    - ii. **Fund Transfers - \$772.00**
  3. **Liquor License Renewals:** Elks – Class C w/Outdoor and Sunday Sales; Elm's Club – Outdoor Service
  4. **Cigarette Permits:** Elm's Club
  5. **Amusement Permits:** Sidetracked Again, American Legion, Panther Lanes, Elks, Elm's Club
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 CDBG Administrative Agreement between SICOG and the City of Creston for the North Side Sewer Project
  2. **Public Hearing** on the sale of City-owned property located at 713 S. 111<sup>th</sup> Street, Omaha, NE 68154
  3. **Resolution** to sell City-owned property located at 713 S. 111<sup>th</sup> Street, Omaha, NE 68154 to Andrew Incontro & Alexandria Abdouch for \$95,000
  4. **Resolution** to approve request of \$19,680 from Hotel/Motel Funds for the Creston Chamber of Commerce 2015 Tourism Marketing/Promotion Budget
  5. **Public Hearing** for the sale of a vacated portion of Oak Street located south of Union Street
  6. **Resolution** to approve the sale of a vacated portion of Oak Street located south of Union Street
  7. **Resolution** to approve re-adoption of current Investment Policy

8. **Resolution** to adopt the Disadvantaged Business Enterprise (DBE) Program in accordance with regulation of the US DOT
  9. **Resolution** to approve base wage increases for non-bargaining unit, non-probationary full-time employees
  10. **Resolution** to authorize Mayor to sign Fireworks Display Agreement with J & M Displays, Inc., for \$750 for the McKinley Park Festival on July 26, 2014, on behalf of the Park & Recreation Commission
  11. **Resolution** to approve a contract for services for the Creston Municipal Airport Fixed Base Operator
  12. **Motion** to approve temporary closing of the seven parking spaces in front of Iowa State Savings Bank for the following parades – 4<sup>th</sup> of July (7/4/14), Balloon Days (9/20/14), Homecoming (10/3/14), and Christmas (12/3/14)
  13. **Motion** to approve temporary closing of the four parking spaces in front of Adams Street Espresso for the following parades – 4<sup>th</sup> of July (7/4/14), Balloon Days (9/20/14), Homecoming (10/3/14), and Christmas (12/3/14)
  14. **Motion** to approve temporary closing of the five parking spaces in front of The Lobby for the following parades – 4<sup>th</sup> of July (7/4/14), Balloon Days (9/20/14), Homecoming (10/3/14), and Christmas (12/3/14)
8. **Other**
    1. Discuss options for disposal of City-owned properties
  9. **Adjournment**

REGULAR MEETING OF THE CRESTON CITY COUNCIL JUNE 3, 2014

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, Koets, Wilson, Levine, Winborn and White. Lybarger was absent.

Winborn moved seconded by Wilson to approve the agenda. All voted aye. Lybarger was absent. Motion declared carried.

Wilson moved seconded by Winborn to approve the consent agenda, which included approval of minutes of May 20, 2014, regular meeting; claims of \$135,620.85 and fund transfers of \$26,819.25; cigarette permit renewals for Eagles, Fareway, Wal-Mart, House of Pain, Pokorny BP and Hy-Vee; and amusement permits for Eagles and Twilight Zone. All voted aye. Lybarger was absent. Motion declared carried.

No one spoke during Public Forum.

A resolution was offered by Loudon seconded by Wilson to approve a request by Brian Zachary of \$772.00 for Creston Farmer's Market Logo T-Shirts to be paid for from the Hotel-Motel Fund out of the Fiscal Year 2014 Budget to promote tourism and authorize the Mayor and Clerk to execute the proper documentation. Levine, Winborn, White, Loudon, Koets and Wilson voted aye. Lybarger was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by White to approve an amendment to the original Engineering Services Contract with Veenstra & Kimm, Inc., dated April 15, 2008 and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Koets, Wilson, Levine, Winborn and White voted aye. Lybarger was absent. Resolution declared passed.

A resolution was offered by White seconded by Loudon to set a Public Hearing on June 17, 2014 at 6 p.m. to sell City-owned property located at 713 S. 111<sup>th</sup> Street, Omaha, NE, 68154 and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wilson, Levine, Winborn, White and Loudon voted aye. Lybarger was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by White authorizing Alliant Energy to set a new pole and flood lamp in a City parking lot located on the southwest corner of Adams and Elm Streets and the City pays associated rental fees and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Koets, Wilson, Levine, Winborn and White voted aye. Lybarger was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by White to approve a proposal from Black Top Services to double-seal coat and chip approximately 10 city blocks and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Koets, Wilson, Levine, Winborn and White voted aye. Lybarger was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by White to set a Public Hearing on June 17, 2014 at 6 p.m. for the sale of a vacated portion of Oak Street located south of Union Street and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Koets, Wilson, Levine, Winborn and White voted aye. Lybarger was absent. Resolution declared passed.

White moved seconded by Winborn to adjourn the meeting. All voted aye. Lybarger was absent. Council adjourned at 6:09 p.m.

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Mayor

Attest:

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City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE PROTECTION	GENERAL FUND	CARPENTER UNIFORM CO &	UNIFORM PANTS-CATRENICH	49.99
			HOLSTERS & LIGHTS	2,787.53
		WINDSTREAM	TELEPHONE	55.08
		HEARTLAND TIRE & AUTO	LF TIRE REPAIR #15	13.08
		MAINSTAY SYSTEMS INC	2 LAPTOPS	7,790.00
		CRESTON MOTOR SUPPLY INC	HEADLIGHT	28.78
		PETTY CASH - MAINTENANCE	HEARTLAND-#19 LEFT REAR	14.00
		PETTY CASH - POLICE	USPS - CERT MAIL	6.49
			USPS - CERT MAIL	15.11
		PUBLIC AGENCY TRAINING COUNCIL	EVIDENCE RM MGMT CL-MAITL	295.00
		SUPREME CLEANERS	UNIFORM CLEANING MAY'14	38.25
		VER MEER, PAUL	QTR CELL REIMBURSEMENT-JUN	60.00
			TOTAL:	11,153.31
		DETENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR
TOTAL:	3,957.36			
FIRE PROTECTION	GENERAL FUND	ILLOWA COMMUNICATIONS	80' RADIO TOWER	5,500.00
			EASTLAKE MINUTEMAN PRESS	COMMAND WORKBOOK
		CRESTON CITY WATER WORKS	WATER-FIRE STATION	19.44
		FIRE SERVICE TRAINING BUREAU	IFSTA FF1-2 MANUALS	197.00
		WINDSTREAM	TELEPHONE	239.53
		HOTSY CLEANING SYSTEMS INC	HOTSY PRESSURE WASHER	5,000.00
		ALLIANT ENERGY-INT PWR&LGHT	GAS	60.59
			ELECTRIC	482.52
		JACKSON, TODD	QTR CELL REIMBURSEMENT-JUN	60.00
		MUNICIPAL EMERGENCY SERVICES	ELKHART FIRE NOZZLE	573.19
		PETTY CASH - FIRE	ECHO-LIGHT BULB	10.59
			WALMART-OFFICE SUPPLIES	9.62
			ECHO-LIGHT	20.12
			USPS-STAMPS	9.80
	USPS-STAMPS	39.20		
	TOTAL:	12,514.15		
BUILDNG & HSNQ SAFETY	GENERAL FUND	BRUCE, MIKE	QTR CELL REIMBURSEMENT-JUN	60.00
			WINDSTREAM	TELEPHONE
		HEARTLAND TIRE & AUTO	MOUNT & BAL NEW TIRES	118.08
			MOUNT & BAL NEW TIRES	105.00
	TOTAL:	340.48		
ANIMAL CONTROL	GENERAL FUND	NIXON, JODI	SUCCESSFUL ADOPTION	20.00
			BIERLE, DOUG	QTR CELL REIMBURSEMENT-JUN
		CRESTON ANIMAL RESCUE EFFORT	ADOPTION DEPOSIT-CAVINNESS	20.00
		DES MOINES STEEL FENCE CO INC	FENCE -DOG POUND	2,215.00
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	32.53
		GARY KELLEY	REAR GLASS ON TOPPER	65.00
		TROY L SCHROEDER	DOG POUND ELECTRIC	1,150.00
	TOTAL:	3,562.53		
STREET LIGHTING	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	300 W ADAMS LOT	22.24
			ELECTRIC	8,571.06
	TOTAL:	8,593.30		
TRAFFIC SAFETY	GENERAL FUND	BROWN TRAFFIC PRODUCTS INC	TRAFFIC DETECT CAMERA	1,495.00
			ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC
	TOTAL:	2,375.25		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
AIRPORT	GENERAL FUND	COLTON DUNPHY FARMS	DIRT WORK, WATERWAYS AIRPO	750.00
		ARROW ENERGY, INC.	FUEL 100LL - 5000GAL	22,546.06
		B M SALES	PAPER TOWELS	76.00
		WASTE MANAGEMENT	DUMPSTER-MAY'14	61.96
		WINDSTREAM	TELEPHONE	163.44
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	409.74
		SOUTHWEST IOWA RURAL ELECTRIC	ELECTRIC-AIRPORT	33.00
		WEST AVIATION INC	FUEL PROFIT - MAY'14	752.86
			PER FBO CONTRACT	1,354.17
			TOTAL:	26,147.23
SOLID WASTE CLCT/DSPSL	GENERAL FUND	WASTE MANAGEMENT	GARBAGE COLLECTION-APR'14	38,304.00
			GARBAGE COLLECTION-MAY'14	38,317.68
		PETTY CASH - MAINTENANCE	AKIN-SILICONE	6.99
			TOTAL:	76,628.67
LIBRARY SERVICES	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-LIBRARY	15.88
			WATER-LINCOLN SCHOOL	9.07
		WASTE MANAGEMENT	DUMPSTER-MAY'14	40.89
		WINDSTREAM	TELEPHONE	145.44
		ALLIANT ENERGY-INT PWR&LGHT	GAS	77.09
			ELECTRIC	502.41
			LINCOLN SCHOOL ELEC & GAS	74.51
		IOWA WORKFORCE DEVELOPMENT	CONVEYANCE PERMIT FEE	75.00
			TOTAL:	940.29
		PARKS	GENERAL FUND	HUFF, MARK
AGRIVISION	REPAIR SKID LOADER			2,403.70
	E BRAKE CABLE			30.66
	CORE-FUEL PUMP SKID LOADER			125.00
WASTE MANAGEMENT	DUMPSTER-MAY'14			154.08
WINDSTREAM	TELEPHONE			53.10
ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC			956.02
JERICO SERVICES INC	APPLIED DUST CONTROL			1,730.09
CRESTON MOTOR SUPPLY INC	OIL CONTAINERS			36.08
	SAFETY LAMP			198.16
PETTY CASH - RECREATION	TRUE VALUE - SCREWS			5.97
	TOTAL:			5,502.86
RECREATION	GENERAL FUND			B M SALES
		WASTE MANAGEMENT	DUMPSTER-MAY'14	96.98
		SHELLY ROBINSON	T-BALL T-SHIRTS	1,236.25
		WINDSTREAM	TELEPHONE	57.40
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	174.90
		RJ'S PORTABLES	PORT-A-POTTIES MAY-JUNE	375.00
		AGRILAND FS INC	1 PALLET GRID MARKER	351.84
			TOTAL:	2,345.37
CEMETERY	GENERAL FUND	HIATT, TOM	REFUND LOT 212.5 SEC B-5	112.50
		BIG BOYZ TOYZ, INC.	BATTERY - DIRT WAGON	95.00
		HODGE, BRUCE	QTR CELL REIMBURSEMENT-JUN	60.00
		AGRIVISION	4 TRIMMER STRING	147.80
			REPAIR PWR STEER JD3320	79.46
		WASTE MANAGEMENT	DUMPSTER-MAY'14	61.96
		WINDSTREAM	TELEPHONE	55.08
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	128.42

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		KELLY'S FLOWERS	PLANT FLOWER POTS CEM	250.00
			PERPETUAL FLOWERS MEM DAY	341.81
		AGRILAND FS INC	498 GAL UNLEADED	1,539.32
			TOTAL:	2,871.35
SWIMMING POOL	GENERAL FUND	BAKER, CALIE	REIMB CLEANING SUP POOL	53.37
		STOFFER, TESSA	REFUND POOL PASS	65.00
		PHELPS, JENNY	REFUND SWIMMING LESSONS	70.00
		B M SALES	PAPER TOWLES & TOILET P	111.00
		WINDSTREAM	TELEPHONE	35.82
		ALLIANT ENERGY-INT PWR&LGHT	GAS	17.43
			ELECTRIC	366.70
		PETTY CASH - RECREATION	CRESTON NEWS - LAMINATION	4.25
			CRESTON NEWS AD-LAMINATION	5.25
			REIMAN MUSIC-SOUND ADAPTOR	11.25
			TOTAL:	740.07
FINANCIAL ADMINISTRATN	GENERAL FUND	ACCESS TECHNOLOGIES INC	MONTHLY CONTRACT-JUN'14	845.63
		INFO DOG SECURITY, LLC	SHRED SERVICE MAY'14	30.00
		ZACHARY, BRIAN	FARMERS MKT TSHIRT FUNDING	772.00
		BANKERS LEASING CO	COPIER LEASE MAINTENANCE	212.16
		CRESTON PUBLISHING CO	LEGAL ADS/NOTICES-MAY'14	474.00
		WINDSTREAM	TELEPHONE	315.72
		IOWA CITY/COUNTY MANAGEMENT ASSOCIATIO	IACMA MEMBERSHIP 2014-15	150.00
		OFFICE DEPOT	MANILA ENVELOPES 10X13	23.49
		ORR HEATING & AIR CONDITIONING	SERVICE A/C 1707 W ADAMS	137.00
			TOTAL:	2,960.00
LEG. SERVICES	GENERAL FUND	LYNCH DALLAS, P.C.	PROF SVCS MAY'14	297.00
			TOTAL:	297.00
CITY HALL	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	GAS	168.87
			ELECTRIC	501.97
		INNOVATIVE INDUSTRIES INC	JANITORIAL SVC- MAY'14	475.00
		IOWA WORKFORCE DEVELOPMENT	CONVEYANCE PERMIT FEE	75.00
		KONE INC (MOLINE)	CITY ELEVATOR MAINT 6/14-5	415.80
			TOTAL:	1,636.64
INSURANCE (GENERAL)	GENERAL FUND	TYLER INSURANCE SERVICES INC	ADD'L BINDER RENEWAL	12,091.00
			TOTAL:	12,091.00
COMMUNITY CENTER MAINT	COMMUNITY CENTER	SOUTHERN PRAIRIE YMCA	SEMI-ANNUAL MAINTENANCE	9,500.00
			TOTAL:	9,500.00
ROAD MAINTENANCE	ROAD USE TAX	HAYS, JOHN	QTR CELL REIMBURSEMENT-JUN	60.00
		AKIN BUILDING CENTER	150PCS 1/2" REROD	891.15
		ALTEC INDUSTRIES INC	YEAR INSPECTION	875.17
		OMG MIDWEST, INC.	8.5YDS M4 NO ASH	1,091.25
			1YDS M4 NO ASH	217.50
			2.25YDS M4	375.63
			5.75YDS M4	687.60
		ARAMARK UNIFORM & CAREER APPAREL GROUP	LAUNDRY SERVICE	28.50
		NORSOLV SYSTEMS ENVIRONMENTAL SERVICES	SERVICE CLEANING UNIT	110.95
		BAKER, MIKE	QTR CELL REIMBURSEMENT-JUN	60.00
		AGRIVISION	2 - 2.5GAL COOLANT	71.38
		CHARLIE BROWN AUTO	TAILGATE CHEV TRUCK	50.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		DIAMOND VOGEL PAINTS	STREET PAINT & THINNER	2,878.70
		WINDSTREAM	TELEPHONE	176.10
		GRIMES ASPHALT & PAVING CORP	17.06T COLD PATCH	2,490.76
		HEARTLAND TIRE & AUTO	MOUNT 4 SKIDLOADER TIRES	40.00
		ALLIANT ENERGY-INT PWR&LGHT	GAS	182.52
			ELECTRIC	301.39
		ECHO GROUP INC	1BOX BALLAST	143.40
		IOWA TOOL & MANUFACTURING INC	TILE SUPP 600 BLK N PINE	308.54
			TILE SUPP 600 BLK N PINE	93.89
		JERICO SERVICES INC	APPLIED DUST CONTROL	340.19
			APPLIED DUST CONTROL	95.00
		JOHNSTON, JACK	QTR CELL REIMBURSEMENT-JUN	60.00
		MICHAEL GRAY	TREE REMOVAL 103N STONE	500.00
		CRESTON MOTOR SUPPLY INC	ANTENA, HEADLGT, LAMP	25.98
		PETTY CASH - MAINTENANCE	TRUE VALUE-KEY	2.13
			POKORNY-SAW GAS	8.19
			FARM & HOME-ROPE	28.64
			SERVICE TECHS-SHARPEN CHAI	8.00
			FARM & HOME-SHOVEL HANDLE	13.57
			JENSEN-HYDRO HOSE TEATHER	45.00
		PRECISION DIESEL	REPAIR #32	1,076.31
		RJ'S PORTABLES	SERVICE EAST YARD POTTIE	50.00
		AGRILAND FS INC	1081GAL ULD, 1300GAL DSL	7,567.67
		SCHILDBERG CONSTRUCTION COMPANY INC	15.89T 3/8" CHIPS	234.38
			29.81T CLASS D ROCK	345.80
			33.24T 3/8" CHIPS	490.15
			70.91T CLASS D ROCK	822.55
		K & J HARDWARE INC	TRENCHER RENTAL	180.00
			TOTAL:	23,027.99
ADMIN-STREETS(ENGINR)	ROAD USE TAX	KRUSE, KEVIN	QTR CELL REIMBURSEMENT-JUN	60.00
		WINDSTREAM	TELEPHONE	57.40
			TOTAL:	117.40
POLICE FORFEITURE	POLICE FORFEITURE	CRESTON VET CLINIC PC	K9 BOARDING	72.00
			TOTAL:	72.00
MC KINLEY PARK RENOVAT	RESTRICTED GIFTS-M	3-J PRODUCTIONS, LLC - DBA SEVEN BRIDG	FINAL PAYMENT-CONCERT	2,500.00
		CRAIG SHORES DBA CHANGE OF HEART TRIBU	FINAL PAYMENT-CONCERT	1,500.00
		REVELATION TRIBUTE CORP.	FINAL PAYMENT CONCERT	2,000.00
		J&M DISPLAY	PARK FESTIVAL FIREWORKS	750.00
			TOTAL:	6,750.00
SANITARY SEWER/WASTWTR	SEWER OPERATING FU	REED, BRAD	I&I REIMBURSEMENT	257.50
		BRISTOW, JIM	QTR CELL REIMBURSEMENT-JUN	60.00
		AGRIVISION	REPAIR SKID LOADER	2,403.70
			CORE-FUEL PUMP SKID LOADER	125.00-
		CENTRAL PLAINS ELECTRIC	ELEC MOTOR REPAIR	200.81
		CRESTON CITY WATER WORKS	1/2 ONE CALL LOCATES-MAY'1	50.40
		WASTE MANAGEMENT	DUMPSTER-MAY'14	75.14
		MARK ZELLMER	WATER SYSTEM SERV	137.04
		ENVIRONMENTAL RESOURCE ASSOCIATES	PT RENEWAL	277.63
		WINDSTREAM	TELEPHONE	423.53
		JUSTIN MEADER	FLOW METER CALIBRATION	465.00
		HAWKINS INC.	100 LBS CHLORINE	291.00
		HYGIENIC LABORATORY-AR	4 NH3'S	38.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			2 BOD'S, 2 TSS	38.00
			2 NH3'S	38.00
			2 BOD'S	72.00
			4 NH3'S	38.00
			2 BOD'S, 2 TSS	72.00
			N&P	76.00
			2 BOD'S	72.00
			2 BOD'S	72.00
			PLANT METALS	118.00
		ALLIANT ENERGY-INT PWR&LGHT	GAS	922.21
			ELECTRIC	4,384.26
		INDACOM ELECTRICAL SERVICE LLC	PUMP ELEC REPAIR	565.00
		PETTY CASH - SANITATION	FARM & HOME - BOLT, PAINT	25.13
		UPS	POSTAGE	32.90
			POSTAGE	49.66
		WOLFE, JASON	QTR CELL REIMBURSEMENT-JUN	60.00
			TOTAL:	11,189.91
ANIMAL CONTROL	ANIMAL SHELTER *AG	CRESTON PUBLISHING CO	CARE ADS - MAY'14	132.47
		CRESTON VET CLINIC PC	CREDIT DISCOUNT - MAY'14	84.99-
			TEST & MED CAT-SALLY	41.75
			EMGCY MED LYNNETTE WORTH	100.00
		JONES, MICHELLE	REIMB DOGGIE DASH SHIRTS	550.00
			TOTAL:	739.23

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

001	GENERAL FUND	174,656.86
006	COMMUNITY CENTER	9,500.00
110	ROAD USE TAX	23,145.39
120	POLICE FORFEITURE	72.00
166	RESTRICTED GIFTS-MCKNLY P	6,750.00
610	SEWER OPERATING FUND	11,189.91
953	ANIMAL SHELTER *AGENCY FU	739.23
GRAND TOTAL:		226,053.39

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CITY OF CRESTON  
MANUAL CHECKS/DEBITS - PERIOD ENDING 06/17/2014

**SELF FUNDING INSURANCE**

KABEL	FLEX	95.00
TRISTAR BENEFIT	INV CHECK RUN	6,555.94
TRISTAR BENEFIT	INV CHECK RUN	2,487.19
TRISTAR BENEFIT	INV CHECK RUN	

**SELF FUNDING INSURANCE**

**TOTAL 9,138.13**

**FINANCE DEPARTMENT**

UNION CO RECORDER	RECORDING FEES	30.50
IOWA FINANCE AUTHORITY	SRF LOAN FEES	2,513.00
<b>FINANCE DEPARTMENT</b>	<b>TOTAL</b>	<b>2,543.50</b>

**FIRE DEPARTMENT**

ED M FELD EQUIPMENT CO	WILD LAND GEAR	870.00
<b>FIRE DEPARTMENT</b>	<b>TOTAL</b>	<b>870.00</b>

**LIBRARY**

UNION CO RECORDER	RECORDING FEES	18.50
<b>LIBRARY</b>	<b>TOTAL</b>	<b>18.50</b>

**DEBT SERVICE**

IOWA FINANCE AUTHORITY	SRF LOAN PMTS	321,121.25
<b>DEBT SERVICE</b>	<b>TOTAL</b>	<b>321,121.25</b>

**MANUAL CHECKS/DEBITS TOTAL**

**333,691.38**

FUND TRANSFERS FOR PERIOD ENDING:

06/18/14  
POSTING DATE

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

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 772.00	009 HOTEL-MOTEL TAX	001 GENERAL FUND	009 3-6910	772.00	
	<div style="border: 1px solid black; padding: 5px;">                     FOR: CRESTON FARMER'S MARKET T-SHIRTS                      VENDOR: BRIAN ZACHARY - MARKET MANAGER                 </div>		001 3-4830		772.00
			009 1110		772.00
			001 1110	772.00	
	009 HOTEL-MOTEL TAX	001 GENERAL FUND	009 3-6910		
	<div style="border: 1px solid black; padding: 5px;">                     FOR:                      VENDOR:                 </div>		001 3-4830		
			009 1110		
			001 1110		

**AGREEMENT BETWEEN  
CRESTON, IOWA  
AND  
SOUTHERN IOWA COUNCIL OF GOVERNMENTS  
FOR  
PROFESSIONAL SERVICES**

This is AN AGREEMENT made as of the 17<sup>th</sup> Day of June 2014, by and between Creston, Iowa, hereinafter called the "Grantee ", and the Southern Iowa Council of Governments, hereinafter called the "Administrator".

Administrator intends to provide comprehensive administrative management services for the Grantee's Community Development Block Grant - **funded by the Iowa Economic Development Authority's Community Development Block Grant Program**, hereinafter called the "project". Grantee and Administrator in consideration of mutual covenants herein agree in respect of the performance of professional administrative services by the Administrator and the payment for those services by Grantee, as set forth below.

Administrator intends to provide comprehensive administrative management services for the Grantee's Community Development Block Grant hereinafter called the "Project".

**SECTION I - TERMS AND CONDITIONS**

1.1 It is agreed between the parties hereto that the Grantee hereby retains and employs the Southern Iowa Council of Governments to perform all grant administration/management and planning services associated with the Project, subject to the terms and conditions stated below.

**SECTION II - PERSONNEL**

2.1 The administrator represents that they have, or will provide all necessary personnel to perform the services provided under this contract.

**SECTION III - SCOPE OF SERVICES**

3.1 The Administrator shall perform all mutually agreed upon and necessary services required to carry-out grant administration/management and planning as set forth in the following Scope of Services:

**3.2 General Provisions**

3.21 Assure understanding of terms and conditions of the Iowa Economic Development Authority Grant Agreement.

- 3.22 Identify applicable federal and state laws and regulations.
- 3.23 Assist in complying with federal and state requirements.
- 3.24 Assist in preparing documents, notices and certifications necessary to receive grant funds.

### 3.3 Environmental Review, as required

- 3.31 Assist in determining the need for an Environmental Assessment.
- 3.32 Prepare an Environmental Assessment.
- 3.33 Assist and prepare other necessary applicable compliance material related to other laws and regulations i.e., historic preservation and flood plain management.
- 3.34 Prepare for publication the Finding of No Significant Impact Notice.
- 3.35 Prepare for publication a Notice of Intent for Request for Release of Funds.
- 3.36 Assist in submitting Request for Release of Funds and Certifications.
- 3.37 Prepare, maintain and update the Environmental Review Record.

### 3.4 Financial Management

- 3.41 Assist in establishing and maintaining a financial management system.
- 3.42 Assist in preparing required financial management and accounting documents.
- 3.43 Assist in assuring compliance with federal and state internal control and accountability procedures.

### 3.5 Project Files and Record Retention

- 3.51 Establish and maintain project files and record retention system.
- 3.52 Assist in assuring compliance with federal and state project file and record retention procedures.

### 3.6 Program Implementation

- 3.61 Assist in preparing proposal to obtain professional services.
- 3.62 Assist in coordinating professional and contractor activities during the project.
- 3.63 Monitor and evaluate project progress so as to facilitate compliance with applicable federal and state laws and regulations.
- 3.64 Attend meetings of the Grantee governing body(ies), as needed.
- 3.65 Represent the Grantee at meetings and with other parties or interests, as required.

### 3.7 Financial Management

- 3.71 Monitor project files and associated records regularly.
- 3.72 Assist in reviewing and monitoring project-related transactions and records for compliance purposes.
- 3.73 Assist with drawdown procedures including preparation of drawdown requests and disbursements of project funds.
- 3.74 Assist in preparing monthly expenditure reports.

### 3.8 Project Implementation and Monitoring

- 3.81 Monitor project files and associated records regularly.

- 3.82 Assist in executing amendments or modifications to the program schedule or project activities.
- 3.83 Assist in meeting with IEDA personnel during on-site monitoring visits.
- 3.84 Assist in resolving monitoring findings, as needed.

### 3.9 Public Improvement Activities

- 3.91 Provide technical assistance in fulfilling federal and state requirements associated with public improvement activities.
- 3.92 Assist in monitoring professional service providers, contractors and sub-contractors for compliance with labor standards, equal opportunity provisions, and other applicable laws and regulations.

### 3.10 Program Close-Out

- 3.101 Assist in preparing and submitting a Grantee Performance Report.
- 3.102 Assist in securing the services of a qualified auditor to perform final program audit.
- 3.103 Provide information to establish compliance with applicable regulations.
- 3.104 Assist in preparing and submitting information to secure IEDA letter of successful completion and closeout.

### 3.11 Project Financial Management

- 3.111 Assist in determining status of all financial transactions.
- 3.112 Assist in providing information to auditor to establish compliance with financial requirements.
- 3.113 Assist in closing out all financial documents and reports.

### 3.12 Project Files and Record Retention

- 3.121 Assist in completing and compiling all file information for audit purposes.
- 3.122 Assist in closing out all project files and associated records.

## SECTION IV - BASIC SERVICE

- 4.1 The Administrator's fee for services enumerated under subsections 3.2 through 3.12 of Section III for the activities shall be an hourly cost-for-work basis performed not to exceed \$19,500. This fee includes all normal expense and is based upon proceeding with the Projects, substantially unchanged in scope and character after initial authorization by the Grantee to proceed with the work.
- 4.2 In addition to payments as provided in SECTION IV paragraph 4.1. Grantee shall pay Administrator the actual cost of all reimbursable expenses incurred in connection with all Basic Services. Total compensation shall not exceed \$500.00.
- 4.3 As used in this section, the terms "payroll costs" and "reimbursable expenses" will have the meaning assigned to them in paragraphs 4.5 and 4.6.
- 4.4 General - The payroll costs used as a basis for payment are indicative of the salaries and benefits paid to all personnel directly engaged in CDBG Administration activities. Statutory and customary benefits include, but are not limited to, social security,

unemployment, excise and payroll taxes, workman's compensation, health and retirement benefits, sick leave, vacation, and holiday pay. Executive Director, \$74.38; Finance Director, \$32.21; Planner I, \$23.31; Planner II, \$22.70; Planner III, \$21.26; Planner IV, \$20.00; Secretarial, \$16.87. These amounts are based on hourly payroll cost times a factor of 1.19 for all principals and employees through September 30, 2014, and shall be thereafter adjusted to reflect actual audited expenditures.

- 4.5 Reimbursable expenses mean the expenses incurred directly or indirectly in connection with the Project for: telephone calls, fax and telegrams; transportation and subsistence; reproduction of file material; supplies; Electronic Mail (E-Mail); and similar Project-related items in connection with the Project.
- 4.6 Additional Services - Any service required by the CDBG Program or requested by the Grantee, and not otherwise provided herein, shall be performed and compensated for as agreed between the parties. The Grantee shall compensate the Administrator for additional services provided under Section III subsections 3.2 through 3.12 on the basis of an hourly payroll cost times a factor of 1.19 for all principals and employees through September 30, 2014, and shall be thereafter adjusted to reflect actual audited expenditures.
- 4.7 Time of Performance - The services of the Administrator shall commence upon the effective date of this contract, and shall be completed by upon the expiration of the contract with the Iowa Economic Development Authority.

## SECTION V

- 5.0 Termination of the Contract for Cause - If, through any cause, the Administrator shall fail to fulfill in timely and proper manner his obligations under this Contract or if the Administrator shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall there upon have the right to terminate this Contract by giving written notice to the Administrator of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Administrator under this Contract shall, at the option of the Grantee, become its property and the Administrator shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Administrator shall not be relieved of liability to the Grantee for damages sustained by the Grantee by virtue of any breach of the Contract by the Administrator, and the Grantee may withhold payments to the Administrator for the purpose of set-off until such time as the exact amount of damages due the Grantee from the Administrator is determined.

- 5.1 Termination for Convenience of the Grantee - The Grantee may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Administrator. If the Administrator is terminated by the Grantee as provided herein, the Administrator will

be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Administrator, Paragraph 1 hereof relative to termination shall apply.

- 5.2 Changes - The Grantee, may from time to time, request changes in the scope of services of the Administrator to be provided hereunder. Such changes, including any increase or decrease in the amount of the Administrator's compensation, which are mutually agreed upon by and between the Grantee and the Administrator, shall be incorporated in written amendments to this Contract.
- 5.3 Assignability - The Administrator shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Grantee thereto; provided, however, that claims for money by the Administrator from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Grantee.
- 5.4 Reports and Information - The Administrator, at such times and in such forms as the Grantee may require, shall furnish the Grantee such periodic reports as it may request pertaining to work or service undertaken pursuant to this Contract, the costs and obligations, incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- 5.5 Records and Audits - The Administrator shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Grantee to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Grantee or any authorized representative, and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted by the city.
- 5.6 Findings Confidential - All of the reports, information, data, etc., prepared or assembled by the Administrator under this Contract are confidential and the Administrator agrees that they shall not be made available to any individual or organization without the prior written approval of the Grantee.
- 5.7 Copyright - No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Administrator.
- 5.8 Compliance with Local Laws - The Administrator shall comply with all applicable laws, ordinances and codes of the state and local governments, and the Administrator shall save the Grantee harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Administrator.
- 5.9 Equal Employment Opportunity - During the performance of this Contract the Administrator agrees as follows:

- a. The Administrator will not discriminate against any employee or applicant for employment because of race, creed, sex, color, familial status, sexual orientation or national origin. The Administrator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, familial status, sexual orientation or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Administrator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Grantee setting forth the provisions of this non-discriminatory clause.
- b. The Administrator will, in all solicitations or advertisements for employees placed by or on behalf of the Administrator, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, familial status, or national origin.
- c. The Administrator will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The Administrator will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Administrator will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Grantee's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Administrator's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Administrator may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Administrator will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Administrator will take such action with respect to any subcontract or purchase order as the Grantee's Department of Housing and Community Development

may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Administrator becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Grantee's Department of Housing and Community Development, the Administrator may request the United States to enter into such litigation to protect the interests of the United States.

5.10 Civil Rights Act of 1964 - Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

5.11 Section 109 of the Housing and Community Development Act of 1974  
No person in the United States shall on the ground of race, color, national origin, or sex be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

5.12 "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

5.13 Interest of Members of the Grantee - No member of the governing body of the Grantee and no other officer, employee, or agent of the Grantee who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Administrator shall take appropriate steps to assure compliance.

5.14 Interest of Other Local Public Officials - No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Administrator shall take appropriate steps to insure compliance.

5.15 Interest of Administrator and Employees - The Administrator covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Administrator further covenants that in the performance of this Contract, no person having any such interest shall be employed.

5.16 Civil Rights

- \* Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
- \* Iowa Civil Rights Act of 1965 (Iowa Executive Orders 34 and IA Code Chapter 19B.7).
- \* Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
- \* The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.).
- \* Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
- \* Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213).
- \* Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
- \* Title VIII of the Civil Rights Act of 1968, as amended.
- \* Federal Executive Order 11063, as amended by Executive Order 12259.
- \* Federal Executive Order 11246, as amended.

**SECTION VI**

The effective date of this Agreement is April 28, 2014. Services will conclude upon expiration of the contract with the Iowa Economic Development Authority.

Dated: City of Creston, Iowa

June 17, 2014

\_\_\_\_\_  
Warren Woods, Mayor

Dated: Timothy Ostroski  
June 17, 2014 Southern Iowa Council of Governments

\_\_\_\_\_  
Ex. Director

## **TOURISM DEVELOPMENT ACTIVITIES IN 2013**

### **General Goal**

**To continue to attract visitors to the area by marketing Creston as a tourism destination.**

- Continued to promote the area locally, regionally, statewide and to surrounding states
- Continued to update and distribute brochures, SIT tabloids, ads and other materials locally, regionally and statewide
- Updated the Creston Map Brochure and Explore Creston and Union County Brochure
- Coordinated and worked with Green Valley State Park, the DNR and other local trail enthusiasts on obtaining funding to begin hard surfacing of the Park to Park Trail through Green Valley State Park – to begin in 2014
- Continued promoting area through various websites, DM Register, KCCI, WHO and ABC, etc., State of Iowa and their Welcome Centers across the State
- Continued promoting area and events through various ads – Iowa Travel Guide, statewide advertising, various regional newspapers and radio stations
- Continued Visitor Packets – mailed out over 522 packets on Creston and Union County
- Maintained tourism Web pages - [www.unioncountyiowatourism.com](http://www.unioncountyiowatourism.com).
- Continued working with local motels to promote the area
- Continued to work with local groups involved in tourism to promote and assist Creston and the area – Bob Brown at Mt. Pisgah, Union County Historical Society, the bed and breakfast establishments in the area, various organizations that hold activities and conferences in the area
- Continued to work with Western Iowa Tourism, Central Iowa Tourism, Southern Iowa Tourism, regional groups and State of Iowa Tourism Office, Travel Federation of Iowa to promote the area.
- Continued to organize and promote the various celebrations in Creston – 10,000 Crestonians 4<sup>th</sup> of July, 36<sup>th</sup> Annual Creston/ Southwest Iowa Hot Air Balloon Days, Lighted Christmas Parade and “No Place Like Creston for the Holidays”
- Continued to pursue new opportunities that will increase and strengthen tourism
- Continued recognition of tourism volunteers
- Continued maintaining the Visitors Center

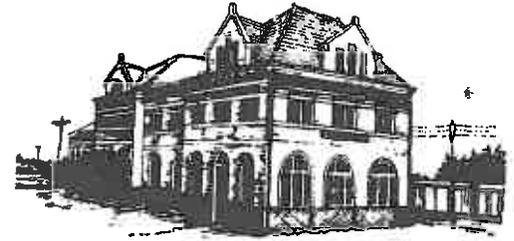
**Proposed 2015 Hotel/Motel Monies Budget for  
Tourism/ Marketing & Promotion**

	<b><u>Expense</u></b>
State of Iowa Coop Ad (7 X 4, ½ page) 2015 Iowa Travel Guide plus digital version (\$2650) plus photo in Travel Guide (\$300.00)	\$2950.00
State of Iowa Coop Advertisement in 2015 – Minneapolis Tribune in May/ June	600.00
State of Iowa Coop Advertisement, The Iowan, in March/April 2015	200.00
State of Iowa Coop Advertisement in 2015, Iowa Outdoors in March/April issue	230.00
2015 WITR Ad Insert in Newspapers in 5 state area, \$1250 and Omaha World Herald Group Summer ads June, July and August, \$900 and Website ad on WITR Home Page \$800	2950.00
Advertising in Our Iowa Magazine - 3 times during 2015, June/July, August/ September and December/January	1650.00
Southern Iowa Tourism (SIT) 2015 Advertisement – promoting area and 10,000 Crestonians, Balloon Days and No Place Like Creston for the Holidays – both print and on their website plus back page in 2015 (\$750)	1550.00
Print more Lakes of Union County Brochures	1700.00
2015 Regional Balloon Days Ads (2) (Newspapers)	1000.00
2015 Regional No Place Like Creston for the Holidays Ads (2) (Newspapers)	1000.00
2015 Local & Regional Marketing of Tourism/both newspaper and radio	3200.00
Membership in Western Iowa Tourism Region, Central Iowa Tourism Region and Iowa Group Travel Ass.	500.00
2015 DSM Register Vacation Iowa Section	1150.00
Mailing/Postage for Info & Response Requests, info to Welcome Centers, purchasing welcome bags, stationary, Display racks etc.	<u>1000.00</u>
<b>Total</b>	<b>\$19,680.00</b>

Additionally, the following will be requested at a later date. Money (\$5500.00) for 10,000 Crestonians and \$5500.00 for Balloon Days.

*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*

June 12, 2014

TO: Mayor and City Council Members

RE: Vacated Oak Street South of Union Street

This portion of Oak Street was vacated by the City Council back in June of 2002 but the sale of the property was never completed.

At this time St. Malachy School and the local Catholic Church would like to purchase the property to build a building. They own the lots on both sides of this vacated street.

Using the formula adopted by the City for sale of vacated alleys and streets which is 75% of the assessed value of the nearby land values the cost of the vacated street (60' x 120') would be \$3,051.00, plus legal and recording fees. To determine this number I used all the lots located on the north side of the alley between Elm and Union Streets.

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

Respectfully submitted,

A handwritten signature in cursive script that reads "Kevin Kruse".

Kevin Kruse  
Public Works Director

# CITY OF CRESTON

## INVESTMENT POLICY

### SECTION 1. SCOPE OF INVESTMENT POLICY

The Investment Policy of the **City of Creston** shall apply to all operating funds, bond proceeds and other funds and all investment transactions involving operating funds, bond proceeds and other funds accounted for in the financial statements of the **City of Creston**. Each investment made pursuant to this Investment Policy must be authorized by applicable law and this written Investment Policy.

The investment of bond funds or sinking funds shall comply not only with this Investment Policy, but also be consistent with any applicable bond resolution.

This Investment Policy is intended to comply with Iowa Code Chapter 12B.

Upon passage and upon future amendment, if any, copies of this Investment Policy shall be delivered to all of the following:

1. The governing body or officer of the **City of Creston** to which the Investment Policy applies.
2. All depository institutions or fiduciaries for public funds of the **City of Creston**.
3. The auditor engaged to audit any fund of the **City of Creston**.
4. The State Auditor.

In addition, a copy of this Investment Policy shall be delivered to every fiduciary or third party assisting with or facilitating investment of the funds of the **City of Creston**.

### SECTION 2. DELEGATION OF AUTHORITY

In accordance with Iowa Code Section 12B.10(1), the responsibility for conducting investment transactions resides with the Treasurer of the **City of Creston**. Only the Treasurer and those authorized by resolution may invest public funds and a copy of any empowering resolution shall be attached to this Investment Policy.

All contracts or agreements with outside persons investing public funds, advising on the investment of public funds, directing the deposit or investment of public funds or acting in a fiduciary capacity for the **City of Creston**, shall require the outside person to notify the **City of Creston** in writing, within thirty (30) days of receipt of all communication from the Auditor of the outside person or any regulatory authority, of the existence of a material weakness in internal control structure of the outside person or regulatory orders or sanctions regarding the type of services being provided to the **City of Creston** by the outside person.

The records of investment transactions made by or on behalf of the **City of Creston** are public records and are the property of the **City of Creston** whether in the custody of the **City of Creston** or in the custody of a fiduciary or other third party.

The Treasurer shall establish a written system of internal controls and investment practices. The controls shall be designed to prevent losses of public funds, to document those officers and employees of the **City of Creston** responsible for elements of the investment process and to address the capability of investment management. The controls shall provide for receipt and review of the audited financial statement and related reports on internal control structure of all outside persons performing any of the following for the **City of Creston**.

1. Investing public funds for the **City of Creston**.
2. Advising on the investment of public funds for the **City of Creston**.
3. Directing the deposit or investment of public funds for the **City of Creston**.
4. Acting in a fiduciary capacity for the **City of Creston**.

A Bank, Savings and Loan Association or Credit Union providing only depository services shall not be required to provide an audited financial statement and related report on internal control structure.

The Treasurer of and all employees authorized to place investments shall be bonded in the amount of \$100,000.00.

### **SECTION 3. OBJECTIVES OF INVESTMENT POLICY**

The primary objectives, in order of priority, of all investment activities involving the financial assets of the **City of Creston** shall be the following:

1. **Safety:** Safety and preservation of principal in the overall portfolio is the foremost investment objective.
2. **Liquidity:** Maintaining the necessary liquidity to match expected liabilities is the second investment objective.
3. **Return:** Obtaining a reasonable return is the third investment objective.

### **SECTION 4. PRUDENCE**

The Treasurer of the **City of Creston**, when investing or depositing public funds shall exercise the care, prudence and diligence under the circumstances then prevailing that a person acting in a like capacity and familiar with such matters would use to attain the Section 3 investment objectives. This standard requires that when making investment decisions, the Treasurer shall consider the role that the investment or deposit plays within the portfolio of the **City of Creston** assets of and the investment objectives stated in Section 3.

When investing assets of the **City of Creston** for a period longer than two (2) years, the Treasurer shall request competitive investment proposals for comparable credit and term investments from a minimum of three (3) investment providers.

### **SECTION 5. INSTRUMENTS ELIGIBLE FOR INVESTMENT**

Assets of the **City of Creston** may be invested in the following:

- Interest bearing savings accounts, interest bearing money market accounts, and interest bearing checking accounts at any bank, savings and loan association or credit union in the State of Iowa. Each bank must be on the most recent Approved Bank List as distributed by the Treasurer of the State of Iowa or as amended as necessary by notice inserted in the monthly mailing by the Rate Setting Committee. Each financial institution shall be properly declared as a depository by the governing body of the **City of Creston**. Deposits in any financial institution shall not exceed the amount approved by the governing body of the **City of Creston**.
- Obligations of the United States government, its agencies and instrumentalities.
- Certificates of deposit and other evidences of deposit at federally insured Iowa depository institutions approved and secured pursuant to Iowa Code Chapter 12C.
- Iowa Public Agency Investment Trust ("IPAIT").
- Prime bankers' acceptances that mature within 270 days of purchase and that are eligible for purchase by a federal reserve bank.
- Commercial paper or other short-term corporate debt that matures within 270 days of purchase and is rated within the two highest classifications, as established by at least one of the standard rating services approved by the Superintendent of Banking.
- Repurchase agreements, provided that the underlying collateral consists of obligations of the United States government, its agencies and instrumentalities and takes delivery of the collateral either directly or through an authorized custodian.
- An open-end management investment company registered with the Securities & Exchange Commission under the federal Investment Company Act of 1940, 15 U.S.C. Section 80(a) and operated in accordance with 17 C.F.R. Section 270.2a-7, whose portfolio investments are limited to those instruments individually authorized in this Section 5 of this Investment Policy.
- Warrants or improvement certificates of a levee or drainage district.

All instruments eligible for investment are further governed by all other provisions of this Investment Policy, including Section 7, Investment Maturity Limitations and Section 8, Diversification Requirements.

## **SECTION 6. PROHIBITED INVESTMENTS AND INVESTMENT PRACTICES**

Assets of the **City of Creston** shall not be invested in the following:

1. Reverse repurchase agreements.
2. Futures and options contracts.

Assets of the **City of Creston** shall not be invested pursuant to the following investment practices:

1. Trading of securities for speculation or the realization of short-term trading gains.
2. Pursuant to a contract providing for the compensation of an agent or fiduciary based upon the performance of the invested assets.

If a fiduciary or other third party with custody of public investment transaction records of the **City of Creston** fails to produce requested records when requested by the **City of Creston** within a reasonable time, the **City of Creston** shall make no new investment with or through the fiduciary or third party and shall not renew maturing investments with or through the fiduciary or third party.

## **SECTION 7. INVESTMENT MATURITY LIMITATIONS**

Operating Funds must be identified and distinguished from all other funds available for investment. Operating Funds are defined as those funds which are reasonably expected to be expended during a current budget year or within fifteen (15) months of receipt.

All investments authorized in Section 5 are further subject to the following investment maturity limitations:

1. Operating Funds may only be invested in instruments authorized in Section 5 of this Investment Policy that mature within three hundred ninety-seven (397) days.
2. The Treasurer may invest funds of the **City of Creston** that are not identified as Operating Funds in investments with maturities longer than three hundred ninety-seven (397) days. However, all investments of the **City of Creston** shall have maturities that are consistent with the needs and use of the **City of Creston**.

## **SECTION 8. DIVERSIFICATION**

Investments of the **City of Creston** are subject to the following diversification requirements:

Prime bankers' acceptances:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the **City of Creston** shall be invested in prime bankers' acceptances; and

2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the **City of Creston** shall be invested in the securities of a single issuer.

Commercial paper or other short-term corporate debt:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the **City of Creston** shall be in commercial paper or other short-term corporate debt; and
2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the **City of Creston** shall be invested in the securities of a single issuer; and
3. At the time of purchase, no more than five percent (5%) of all amounts invested in commercial paper and other short-term corporate debt shall be invested in paper and debt rated in the second highest classification.

Where possible, it is the policy of the **City of Creston** to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from overconcentration of assets in a specific maturity, a specific issuer, or a specific class of securities. In establishing specific diversification strategies, the following general policies and constraints shall apply:

1. Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide stability of income and reasonable liquidity.
2. Liquidity practices to ensure that the next disbursement date and payroll date are covered through maturing investments, marketable U.S. Treasury bills or cash on hand shall be used at all times.
3. Risks of market price volatility shall be controlled through maturity diversification so that aggregate price losses on Instruments with maturities approaching one year shall not be greater than coupon interest and Investment Income received from the balance of the portfolio.

#### **SECTION 9. SAFEKEEPING AND CUSTODY**

All invested assets of the **City of Creston** involving the use of a public funds' custodial agreement, as defined in Iowa Code Section 12B.10C, shall comply with all rules adopted pursuant to Iowa Code Section 12B.10C. All custodial agreements shall be in writing and shall contain a provision that all custodial services be provided in accordance with the laws of the State of Iowa.

All invested assets of the **City of Creston** eligible for physical delivery shall be secured by having them held at a third party custodian. All purchased investments shall be held pursuant to a written third party custodial agreement requiring delivery versus payment and compliance with all rules set out in this Section 9.

**SECTION 10. ETHICS AND CONFLICT OF INTEREST  
(POLICY CONSIDERATION)**

The Treasurer and all officers and employees of the **City of Creston** involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Any personal investments or loans in excess of \$50,000 in or with any entity that the **City of Creston** has declared as a depository or with which the **City of Creston** regularly conducts investment business shall be disclosed in writing to the governing board of the **City of Creston**.

**SECTION 11. REPORTING**

The Treasurer shall submit the **City of Creston** an investment report that summarizes recent market conditions and investment strategies employed since the last investment report. The investment report shall set out the current portfolio in terms of maturity, rates of return and other features and summarize all investment transactions that have occurred during the reporting period and compare the investment results with the budgetary expectations.

**SECTION 12. INVESTMENT POLICY REVIEW AND AMENDMENT**

This Investment Policy shall be reviewed every three (3) years or more frequently as appropriate. Notice of amendments to the Investment Policy shall be promptly given to all parties noted in Section 1.

Re-adoption of the Investment Policy for the **City of Creston** passed and approved this \_\_\_\_\_ day of June, 2014.

\_\_\_\_\_  
Warren Woods, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Williamson, City Clerk

## OBJECTIVES / POLICY STATEMENT (§26.1, §26.23)

The *City of Creston* (City) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The *City of Creston* has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the *City of Creston* has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the *City of Creston* to ensure that DBE's, as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the City's policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBE's;
5. To help remove barriers to the participation of DBE's in DOT assisted contracts; and,
6. To assist the firms that can compete successfully in the market place outside the DBE program.
7. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

*Mike Taylor, City Administrator* by the *City of Creston* in its financial assistance agreements with the Department of Transportation.

The *City of Creston* has disseminated this policy statement to all the departments of its organization. It has distributed this statement to DBE and non-DBE business communities that perform work for it on DOT-assisted contracts. The statement will also be published in the *Creston News Advertiser*.

\_\_\_\_\_  
Mayor, City of Creston

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

**Published Notice:**

Below is the public notice that shall be placed in the *Creston News Advertiser* by the City of Creston:

**PUBLIC NOTICE**

The Creston Municipal Airport hereby announces its fiscal year 2015, 2016 and 2017 goal of 3.1% for Disadvantaged Business Enterprise (DBE) airport construction projects. The proposed goals and rationale is available for inspection between 8:00 a.m. and 4:00 p.m., Monday through Friday at the City Administrator's Office, *116 W. Adams Street., Iowa 50801* for 30 days from the date of this publication.

Comments on the DBE goal will be accepted for 45 days from the date of this publication and can be sent to the following:

Mike Taylor  
116 W. Adams Street  
Creston, Iowa 50801  
Phone: 641-782-2000

or

Patricia Wright  
Federal Aviation Administration  
Western-Pacific Region Headquarters, AWP-9  
P.O. Box 92007  
Los Angeles, CA 90009-2002

## FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of June, 2014, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, hereinafter referred to as "Seller", and Party in McKinley Park, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$750.00 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of July 26, 2014 at approximately 09:30 pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

**1. Firing of Display (check one of the below options):**

Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

\_\_\_\_ Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display. If Buyer shoots the display, proof of liability insurance is required as stated in paragraph number five (5), proof of auto insurance (if pyrotechnics will be transported), and proof of worker's compensation insurance coverage is required. Buyer agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

**2. Payment. The Buyer shall pay to the Seller (check one of the below options):**

\_\_\_\_ the sum of \$ \_\_\_\_\_ as a down payment upon execution of this Agreement. The balance of \$ \_\_\_\_\_ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½%) per month shall be added to the unpaid balance if the account is not paid in full within fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

\$ \_\_\_\_\_ in full by \_\_\_\_\_ (70 days prior to the event date).  
The Buyer will receive the 8% prepayment bonus product in this fireworks display.

\$750.00 in full by June 25, 2014 (30 days prior to event date).  
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

**3. Weather Delay/Cancellation.** If Buyer postpones or cancels the fireworks display after the Seller has arrived on site and began setting up the display, the Buyer shall pay to the Seller the amount of the shoot fee \$ \_\_\_\_\_ as payment in full for the postponement/cancellation fee. If the Buyer postpones or cancels the display prior to Seller arriving on site for set up, there will be no charge for rescheduling.

**4. Rain Date.** Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of N/A or another date as agreed to by both parties. The determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller. In the event the Buyer does not choose to reschedule another date or cannot agree to a mutually convenient date with the Seller, then the Seller shall be entitled to thirty percent (30%) of the contract price for full settlement of this Agreement.

**5. Insurance. (Check one of the below options):**

Seller agrees to provide, at its expense, public liability and property damage insurance coverage, including spectator coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance naming the Buyer as an additional insured, and providing that the insurer shall not terminate or materially modify such policy without written notice to the Buyer not less than two (2) weeks in advance of such proposed termination or modification. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents, and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

Buyer agrees to provide, at its expense, public liability and property damage insurance coverage with a rating by AM Best of A VIII or higher, including spectator coverage in an amount not less than \$5,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Seller a certificate of insurance naming the Seller as an additional insured, and providing that the insurer shall not terminate or materially modify such policy without written notice to the Seller not less than two (2) weeks in advance of such proposed termination or modification. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in, shall be the responsibility of the Buyer. In the event of a claim by Seller, the applicable deductible shall be paid by the Buyer.

The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.

**6. Buyer agrees to provide:**

- (a) sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) protection of the display area by roping off or similar facility.
- (c) adequate police protection to prevent spectators from entering display area.
- (d) dry, clean sand, if needed, for firing.
- (e) inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light the morning following the display for anything that may have been missed at the night search.
- (f) necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

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

BY: \_\_\_\_\_  
J & M Displays, Inc.  
SELLER

BY: \_\_\_\_\_  
BUYER

**Please include the DISPLAY INFORMATION form with this Agreement so your order is processed accurately.**



# DISPLAY INFORMATION

Please complete the following information:

Display Date: July 26, 2014 Rain Date: N/A

Time of Display: 9:30 pm

Name of **Organization Purchasing** Display: Party in McKinley Park

Address: \_\_\_\_\_

City, State, Zip: Creston, IA 50801

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name of **Contact Person**: Rich Paulson

Contact Address: 503 W. Adams St.

City, State, Zip: Creston IA 50801

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Send **Invoice** to: Roger Nurnberg

Billing Address: 1557 Cherry Street Rd

City, State, Zip: Creston IA 50801

Telephone: 641-202-0016 Fax: \_\_\_\_\_ E-mail: rbuck2@mchsi.com

## OFFICE USE ONLY

J & M Fired  Insurance Extension:  YES or  NO  Customer Pick Up at \_\_\_\_\_  On Site Delivery

**Delivery:** Contact Delivery Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Delivery County: \_\_\_\_\_

Additional Contact Persons & Telephone Numbers: \_\_\_\_\_

**Proposal #** \_\_\_\_\_ **Final Show \$:** \_\_\_\_\_

**Bonuses:** \_\_\_\_\_ Prepayment \_\_\_\_\_ Multiple Year Agreement \_\_\_\_\_ Pick Up \_\_\_\_\_ TOTAL BONUS % & \$

**Sales Representative:** \_\_\_\_\_

O# \_\_\_\_\_ C# \_\_\_\_\_

<input type="checkbox"/> tax exempt certificate received	<input type="checkbox"/> Agreement received	<input type="checkbox"/> Down payment	<input type="checkbox"/> Full payment
<input type="checkbox"/> permit received	<input type="checkbox"/> IQ received	\$ _____	\$ _____
<input type="checkbox"/> ATF permit	<input type="checkbox"/> S/P _____	Date _____ Check# _____	Date: _____ Check# _____

Exp. \_\_\_\_\_

**J & M DISPLAYS, INC.**  
**FIREWORKS LIABILITY EXTENSION QUESTIONNAIRE**

Download these forms from [www.jandmdisplays.com](http://www.jandmdisplays.com)

CERTIFICATE HOLDER (NAMED INSURED): City of Creston, McKinley Park Board

ADDRESS: 503 Adams Street

CITY: Creston STATE: IA ZIP: 50801

PHONE: 641-782-2141 FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

EFFECTIVE DATE(S): July 26, 2014 RAIN DATE: N/A

**ADDITIONAL NAMED INSURED:**

1. NAME / ADDRESS / E-MAIL: \_\_\_\_\_

INTEREST IN EVENT: \_\_\_\_\_

2. NAME / ADDRESS / E-MAIL: \_\_\_\_\_

INTEREST IN EVENT: \_\_\_\_\_

3. NAME / ADDRESS / E-MAIL: \_\_\_\_\_

INTEREST IN EVENT: \_\_\_\_\_

4. NAME / ADDRESS / E-MAIL: \_\_\_\_\_

INTEREST IN EVENT: \_\_\_\_\_

TYPE OF SHOW: (Check all that apply.)  INDOOR  PROXIMATE  OUTDOOR  1.4G CONSUMER  1.3G DISPLAY  1.1G DISPLAY (12" & 16")

LOCATION OF EVENT: West side of McKinley Lake, McKinley Park, Creston, Iowa

DRAW A DIAGRAM on the back of this application or attach a map of the shooting area showing:

1) mortar placement; 2) planned direction of shooting; 3) distances. (REQUIRED)

Distance to nearest exposure 590 ft. Distance to spectators 560 ft.

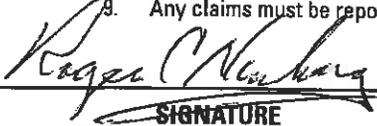
Distance to nearest vehicle 700 ft.

Are there fallout spotters  YES  NO Size of largest shell being shot: 3" inches

Name of designated Pyrotechnician: Steve Hamilton/Roger Nurnberg

**FIREWORKS WARRANTY:**

1. Fireworks will be displayed not less than required by NFPA standards away from spectators, vehicles and other exposures with a minimum of 300 feet for 1.3G shows.
2. All displays will be aimed away from spectators.
3. A test shell will be shot into the air at least one hour before scheduled display.
4. Fireworks that have been wet at any time prior to display will not be used.
5. All fireworks have been purchased only from J & M Displays, Inc. Merchandise from other companies and/or home-made products are not covered under this liability extension.
6. Firing area will be policed for all debris upon completion of firing display and inspected by the shoot team.
7. Firing area will be inspected by the sponsoring organization at first light the following day.
8. Pyrotechnicians are specifically excluded from all liability coverage.
9. Any claims must be reported to the Yarmouth, Iowa office in writing within 72 hours of the incident.

  
SIGNATURE

6-4-14  
DATE

## **CONTRACT FOR SERVICES**

This AGREEMENT made and entered into this \_\_\_\_ day of June, 2014, by and between the CITY OF CRESTON and WEST AVIATION, INC.

**WHEREAS**, CITY OF CRESTON is the owner of CRESTON MUNICIPAL AIRPORT;

**WHEREAS**, WEST AVIATION, INC., is prepared to operate and maintain the CRESTON MUNICIPAL AIRPORT.

**NOW** in consideration of their mutual promises to perform, the Parties agree as follows:

### Consideration:

1. CITY OF CRESTON shall pay the CONTRACTOR the sum of Thirty-two Thousand Five Hundred Dollars (\$32,500.00) per annum for a one (1) year period commencing July 1, 2014;
2. The CITY OF CRESTON shall provide and maintain the existing fuel pump to the CONTRACTOR. Any change in the fuel pump systems must be mutually agreed upon by both Parties;
3. The CONTRACTOR shall arrange for the purchase of fuel for retail sale. The CITY OF CRESTON will retain ownership of the fuel;
4. CONTRACTOR shall have the option of operating as a Fixed Based Operator and use of the above facilities for that purpose;
5. CONTRACTOR shall be permitted to conduct any activity consistent with operation of a Fixed Based Operator business, and shall be allowed to retain all income generated therefrom;
6. The CITY OF CRESTON shall retain the control and revenues generated by the farm lease. The CONTRACTOR will honor said farm lease and allow Lessee's compliance to all terms and conditions of their lease. Fixed Based Operator also will allow farm tenants access to their crops and hay ground;
7. The CITY OF CRESTON shall retain hangar lease control and revenues of said lease to be kept by the CITY OF CRESTON;
8. This contract shall not be sold, sublet, or transferred to another without written approval by both Parties;

### Duties:

9. CONTRACTOR, WEST AVIATION, INC., shall be solely responsible for all maintenance, upkeep, and repairs (labor only) of the CRESTON MUNICIPAL AIRPORT, including but not limited to all grass mowing and snow removal, and four (4) buildings excluded are, the red Storage building, the Terminal building, the snow removal equipment building and the Maintenance building;

10. CONTRACTOR agrees that it will keep and maintain an accurate and complete set of books and records relative to its operation at the CRESTON MUNICIPAL AIRPORT and such portion of said books and records as may be relevant and material to the CITY OF CRESTON and may be inspected at any reasonable time by the City Administrator or Chairman of the AIRPORT COMMISSION, the same having a bearing upon that rate or charge which may be applicable;
11. CONTRACTOR agrees to maintain and follow good housekeeping practices on all of the premises now or hereafter placed in control of this CONTRACTOR and in the event that CONTRACTOR fails to do so, the CITY OF CRESTON may, after reasonable, necessary housekeeping to be done and charge the actual costs thereof to the CONTRACTOR;
12. CONTRACTOR shall be responsible for prompt repair or replacement at CONTRACTOR'S expense any part of the CRESTON MUNICIPAL AIRPORT or any building or improvements thereon damaged or destroyed by gross negligence or willful acts of CONTRACTOR, his employees, or agent which is not covered by insurance except as otherwise provided in this AGREEMENT. CONTRACTOR shall not be responsible or liable for reasonable wear and tear. CONTRACTOR shall not be responsible for damage caused by negligence or willful fault of CITY OF CRESTON, its officers, employees and agents, or of other parties who use or come upon the CRESTON MUNICIPAL AIRPORT;
13. CONTRACTOR covenants and agrees to hold CITY OF CRESTON free and harmless from loss, in whole or in part from each and every claim and demand whatever the nature made by or on behalf of any person or persons for any wrongful act or omission arising out of the use of the CRESTON MUNICIPAL AIRPORT on the part of the CONTRACTOR, its agents, servants, invitees, and employees, and for such purpose, CONTRACTOR agrees to carry liability insurance naming the CITY OF CRESTON and its officers and employees as additional insured's such insurance to have limits not less than the following:
  - i. Worker's Compensation insurance including Employer's Liability and Occupation Disease covering all Iowa employees for statutory Iowa benefits who perform any of the obligations assumed by the Fixed Base Operator under the LEASE AGREEMENT. The policy will contain a broad form of all states endorsement.
  - ii. Compensation General Liability, including independent contractors, completed operations and products, contractual liability, broad form property damage, personal injury an X, E and U coverage. Coverages must meet the following limits and deductibles on bodily injury are not acceptable:

<u>Coverages – General Liability</u>	<u>Minimum Limits</u>
Bodily Injury	Each occurrence - \$1,000,000 & \$2,000,000 aggregate
Personal Injury & Advertising Liability	\$1,000,000
Fire Legal Liability	\$100,000
Premises Medical Payments	\$10,000
Umbrella Liability Coverage	\$1,000,000

14. CONTRACTOR further agrees to file a certificate of insurance with CITY OF CRESTON evidencing that such insurance has been furnished and that the same will not be cancelled without thirty (30) days notice to the CITY OF CRESTON. During the term of this AGREEMENT, the CITY OF CRESTON will annually review the insurance limits to assure the limits are in accordance with CITY policy and reserve the right to request the Fixed Based Operator to increase the above insurance limits provided thirty (30) days prior notice is given by the CITY OF CRESTON;
15. CONTRACTOR and CITY OF CRESTON agree that they will cooperate with each other relative to the further and future developments and improvements of the CRESTON MUNICIPAL AIRPORT and relative to the obtaining of any available Federal and State funds for development and improvement projects, all with a view to enhancement of the CRESTON MUNICIPAL AIRPORT and the operation thereof, and CONTRACTOR agrees that it will also cooperate with any duly designated official, commission or committee of CITY OF CRESTON, including the present CRESTON AIRPORT COMMISSION;
16. CITY OF CRESTON will provide after-hours fuel service;
17. CONTRACTOR will operate a maintenance facility and attend the CRESTON MUNICIPAL AIRPORT Monday through Friday from 8:00 o'clock a.m. to 5:00 o'clock p.m. with evenings and weekends upon request. If the FBO is unable to attend due to illness or vacation, the FBO will notify LEC Dispatch and CITY personnel will provide on-call fuel service. It is understood that the CONTRACTOR may opt to close their services on the major holidays; however, CITY will provide for fuel service and arrange for said service with an on-call status. CITY OF CRESTON will arrange the on-call service;
18. It is the CONTRACTOR'S responsibility to provide all utility service for the large maintenance hangar only;
19. The CITY OF CRESTON is responsible for all long-distance telephone expense.

**City Responsibilities:**

20. CITY shall retain use of the Maintenance building located on these premises and shall be responsible for the utility expense associated with same;
21. CITY shall also provide utility expense for operation of the airport, radio homing beacon and Terminal building;
22. CITY shall furnish all parts and repairs necessary to maintain runway lighting, taxiing, lighted wind sock, rotating light beacon and radio homing beacon;
23. CITY shall provide light bulbs, restroom supplies and public telephone in the Terminal building;
24. CITY shall also be responsible for Unicom, Internet and DTN services;
25. CITY shall provide at no cost to WEST AVIATION, INC., the fuel used in the CITY-owned truck for snow removal.

Additional Provisions:

26. CONTRACTOR shall have the option of operating as a Fixed Based Operator and use of the above facilities for that purpose;
27. CONTRACTOR shall be permitted to conduct any activity consistent with operation of a Fixed Based Operator business and shall be allowed to retain all income generated. The CITY will get 25% of the fuel sales' profit and the FBO will get 75% of the fuel sales' profit. Inventory will be taken and reported on a monthly basis. Cost of fuel may be averaged to determine profit. Payment to the FBO for fuel sales' profits will be on a monthly basis;
28. CONTRACTOR agrees to furnish services on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service provided that the CONTRACTOR may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers;
29. CONTRACTOR will not on the grounds of race, color, sex, national origin or mental or physical handicap, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. The CITY reserves the right to take such action as the United States Government may direct to enforce this Covenant;
30. During the time of war or national emergency, the CITY shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the CRESTON MUNICIPAL AIRPORT. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the United States Government, shall be suspended;
31. This AGREEMENT shall be subordinate to the provisions of any existing or future agreement between the CITY OF CRESTON and the United States Government relative to the maintenance, operation or development of the CRESTON MUNICIPAL AIRPORT;
32. CONTRACTOR agrees that the CITY OF CRESTON has the right to adopt and enforce reasonable rules and regulations applicable to the public's use of the CRESTON MUNICIPAL AIRPORT, and that CONTRACTOR and all its employees, agents and servants will faithfully observe and comply with all rules and regulations as may be promulgated by the CITY OF CRESTON, the United States of America or any Department or Agency thereof, and the State of Iowa;
33. The CITY reserves the right (but shall not be obligated to the CONTRACTOR) to maintain and keep in repair the landing area of the CRESTON MUNICIPAL AIRPORT and all publicly-owned facilities of the CRESTON MUNICIPAL AIRPORT, together with the right to direct and control all activities of the CONTRACTOR in this regard;
34. Anything in this CONTRACT contrary, notwithstanding, neither the CITY OF CRESTON or CONTRACTOR shall be liable to the other for any business interruption of any law or damage to property or injury to or death of person occurring on the demised premises or the adjoining properties, sidewalks, streets or alleys, or in any manner growing out of or

connected with CONTRACTOR'S use and occupation of the demised premises, or the condition thereof, or of sidewalks, streets, or alleys adjoining caused by the negligence or other fault of the CITY or CONTRACTOR or of their respective agents, employees, subtenants, licensees or assignees to the extent that such business interruption or loss or damage to property or injury to, or death of persons is covered by or indemnified by proceeds received from insurance carried by the other party (regardless of whether such insurance is payable to or protects the CITY or CONTRACTOR or both) or for which such party is otherwise reimbursed and the CITY and CONTRACTOR each hereby respectively waives all right of recovery against the other, its agents, employees, subtenants, licensees and assignees, for any such loss or damage to property or injury to or death of persons to the extent the same is covered by or indemnified by proceeds received from any such insurance, or for which reimbursement is otherwise received. Nothing in this section of this AGREEMENT shall be construed to impose any other or greater liability upon either the CITY or CONTRACTOR than would have existed in the absence of this paragraph.

35. The CONTRACTOR will provide a courtesy car and be responsible for all expenses related to the courtesy car. Proof of insurance shall be provided to the CITY.

**Termination:**

This AGREEMENT shall terminate on June 30, 2015. Either Party may terminate this AGREEMENT on the proof of a default of the terms contained herein;

In the event of a default by CONTRACTOR, the balance of the consideration due shall be forfeited;

In the event of a default by CONTRACTOR or upon termination of this AGREEMENT, the CONTRACTOR shall surrender the premises in the same condition as when he assumed possession thereof;

In the event legal action is necessary to enforce any provision of this AGREEMENT, the prevailing Party shall be entitled to collect all costs incurred for said legal action, including attorney fees.

**Modification:**

This AGREEMENT establishes the entire AGREEMENT between the Parties and shall only be modified by written agreement executed by both Parties.

SIGNED this \_\_\_\_\_ day of June, 2014

WEST AVIATION, INC.

CITY OF CRESTON

\_\_\_\_\_  
Larry West, Owner

\_\_\_\_\_  
Warren Woods, Mayor

AIRPORT COMMISSION:

\_\_\_\_\_  
Duane Osmun, Chair

## Lisa Williamson

---

**From:** Brant Adamson <BrantAdamson@issbbank.com>  
**Sent:** Thursday, June 05, 2014 9:19 AM  
**To:** Lisa Williamson  
**Subject:** Parade Parking Spot Closings

Hi Lisa,

Iowa State Savings bank would like to have the 7 parking spots in front of the bank blocked off for the following parades:  
Fourth of July (Friday, July 4, 2014)  
Balloon Days (Saturday, September 20, 2014)  
Homecoming (Friday, October 3, 2014)  
Christmas (Thursday, December 4, 2014)

Thank you,

### **Brant Adamson**

*Marketing*

[BrantAdamson@ISSBbank.com](mailto:BrantAdamson@ISSBbank.com)

641-782-1000 641-782-1084 (fax)

[www.ISSBbank.com](http://www.ISSBbank.com)

