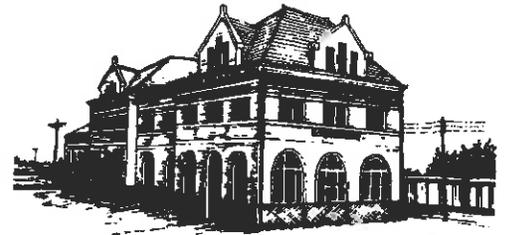


City of  
**CRESTON, IOWA**

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, May 21, 2013**  
**6:00 p.m.**  
**05/16/2013 11:14 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:** May 7, 2013 – Regular Meeting
  2. **Claims & Fund Transfer:**
    - i. **Total Claims** - \$2,823,644.36
    - ii. **Fund Transfers** - \$972,263.24
  3. **Parade Permit:** 10,000 Crestonians
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 award contract for Airport Fencing Project
  2. Resolution to approve verbiage of the Airport Hangar Land Lease Agreement
  3. Public Hearing regarding the lease of City land for airport hangars at the Creston Municipal Airport
  4. Resolution to approve Airport Hangar Land Lease Agreements
  5. Resolution to approve a Vertical Transportation Agreement with Kone Inc. for City Hall elevator
  6. Resolution to approve request of \$5,000 from the Hotel/Motel Fund to help cover cost of the 10,000 Crestonians' 4<sup>th</sup> of July Event
  7. Motion to approve temporary street closings on July 3<sup>rd</sup> – 4<sup>th</sup> for Flea Market, parade, Cub Mobile Races, etc.
  8. Resolution to approve the purchase of a Skid Loader from Barker Implement for the Street Department to be paid for from the FY 2014 Budget
  9. Resolution to approve request from Union County Development Association for local match grant of 25%, not to exceed \$4,250 from the LMI Fund to be paid to SICOG Housing Trust Fund from the FY 2014 Budget
  10. Resolution declaring 507 S Elm property as blighted prior to UCDA's acquisition
8. **Other**
9. **Adjournment**

## REGULAR MEETING OF THE CRESTON CITY COUNCIL MAY 7, 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. Vandevender was absent.

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

Wilson moved seconded by Loudon to approve the consent agenda, which included approval of minutes of April 16, 2013, regular meeting; claims of \$247,566.01 and Casey's #2422, #2423 and #2424, Hy-Vee, Pizza Hut and The Lobby liquor license renewals. All voted aye. Vandevender was absent. Motion declared carried.

No one spoke during Public Forum.

WWTP Superintendent Jim Bristow met with Council to clarify a previous statement he'd made regarding Ferrara's sewer rates. At the previous Council Meeting, Bristow had stated that the sewer rates collected from Ferrara had been approximately \$6,000 over the last 12 months, which is not enough to meet what the City would have to spend to treat their waste. Bristow clarified by saying, "Ferrara pays sewer rates based on usage like everybody else. The rate I was talking about was our industrial user fees, which are charged for the extra BODs (biochemical oxygen demand) and suspended solids." He also said that Ferrara actually pays sewer fees of approximately \$142,000 annually and \$9,900 in sewer tax based on 4.3 million cubic feet of water.

Mayor Woods announced that now is the time for a Public Hearing on the matter of a Budget Amendment for Fiscal Year 2013. He asked if anyone wished to speak in favor of the amendment; no one did. He asked if there was any written correspondence in favor of the amendment; there was none. He asked if anyone wished to speak against the amendment; no one did. He asked if there was any written correspondence against the amendment; there was none. Mayor Woods then called the Public Hearing to a close.

A resolution was offered by Wilson seconded by White to amend the current budget for Fiscal Year Ending June 30, 2013, and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Wagner, Wilson, Levine, Winborn and White voted aye. Vandevender was absent. Resolution declared passed.

Wagner moved seconded by Wilson to revisit the issue of a house located at 500 N. Vine Street at the September 3, 2013, meeting. This house was previously on the City's list to obtain through Iowa Code 657A.10A and eventually demolish. Tim Pingree and his family are still in the process of refurbishing the house while they are living in it. All voted aye. Vandevender was absent. Motion declared carried.

Mayor Woods announced that now is the time for a Public Hearing on the matter of an easement request to place a fence in the City right-of-way at 500 N. Cedar Street. He asked if anyone wished to speak in favor of the request; no one did. He asked if there was

any written correspondence in favor of the request; there was none. He asked if anyone wished to speak against the request; no one did. He asked if there was any written correspondence against the 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 an easement request to place a fence in the City right-of-way at 500 N. Cedar Street and authorize the Mayor and Clerk to execute the proper documentation. Wagner, Wilson, Levine, Winborn, White and Loudon voted aye. Vandevender was absent. Resolution declared passed.

Mayor Woods announced that now is the time for a Public Hearing on the matter of an easement request to place geothermal piping onto City property at 1503 N. Elm Street. He asked if anyone wished to speak in favor of the request; no one did. He asked if there was any written correspondence in favor of the request; there was none. He asked if anyone wished to speak against the request; no one did. He asked if there was any written correspondence against the request; there was none. Mayor Woods then called the Public Hearing to a close.

A resolution was offered by Wagner seconded by Wilson to approve an easement request to place geothermal piping onto City property at 1503 N. Elm Street and authorize the Mayor and Clerk to execute the proper documentation. Levine, Winborn, White, Loudon, Wagner and Wilson voted aye. Vandevender was absent. Resolution declared passed.

Wilson moved seconded by Levine to appoint City Administrator Mike Taylor as the Public Information Officer (PIO) for the City of Creston. All voted aye. Vandevender was absent. Motion declared carried.

A resolution was offered by Wagner seconded by Wilson to approve a funding request of \$3,685 by the Crest Area Theatre to be paid out of Hotel/Motel Funds to be used to cover costs of a summer production, promoting tourism in Creston and authorize the Mayor and Clerk to execute the proper documentation. Levine, Winborn, White, Loudon, Wagner and Wilson voted aye. Vandevender was absent. Resolution declared passed.

A resolution was offered by Wagner seconded by Winborn to approve the hiring of Mark Williams as Full-time Dispatcher and authorize the Mayor and Clerk to execute the proper documentation. White, Loudon, Wagner, Wilson, Levine and Winborn voted aye. Vandevender was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Winborn to approve the hiring of Bethany Madison as the Public Works Administrative Assistant and authorize the Mayor and Clerk to execute the proper documentation. White, Loudon, Wagner, Wilson, Levine and Winborn voted aye. Vandevender was absent. Resolution declared passed.

A resolution was offered by Wagner seconded by Wilson to approve a rezoning request at 1405 E. Howard Street from R-1 Single-family to I-2 Heavy Industrial by Farmers Coop, as recommended by the Planning & Zoning Commission and authorize the Mayor and Clerk to execute the proper documentation. Levine, Winborn, White, Loudon, Wagner and Wilson voted aye. Vandevender was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Winborn to approve a Conditional Use Permit for the construction of grain-handling facilities by Farmers Coop, as recommended by the Planning & Zoning Commission and authorize the Mayor and Clerk to execute the proper documentation. White, Loudon, Wagner, Wilson, Levine and Winborn voted aye. Vandevender was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by White to accept an offer of funding from the Iowa Department of Transportation for replacement of the Adams Street Bridge over McKinley Lake and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Wagner, Wilson, Levine, Winborn and White voted aye. Vandevender was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Winborn to authorize the Mayor to sign a Preliminary Jurisdictional Determination for the proposed Cottonwood Subdivision Development Project and associated Sanitary Sewer Line Project adjacent to Hurley Creek and authorize the Mayor and Clerk to execute the proper documentation. White, Loudon, Wagner, Wilson, Levine and Winborn voted aye. Vandevender was absent. Resolution declared passed.

A resolution was offered by Wagner seconded by Wilson to approve a Development Agreement Amendment with Union County Development Association and authorize the Mayor and Clerk to execute the proper documentation. Levine, Winborn, White, Loudon, Wagner and Wilson voted aye. Vandevender was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Loudon to approve the appointment of BrendaLee Lyell-Keate to the Planning & Zoning Commission and authorize the Mayor and Clerk to execute the proper documentation. Wagner, Wilson, Levine, Winborn, White and Loudon voted aye. Vandevender was absent. Resolution declared passed.

Council reviewed the hangar lease draft Mike Taylor had prepared. He told them there were already some revisions he needed to make and then go before the Airport Commission with hopes of bringing it back before Council for approval at the next meeting.

A resolution was offered by Winborn seconded by Wilson to set date for a Public Hearing on May 21, 2013 at 6:00 p.m. regarding the lease of City land for airport hangars at the Creston Municipal Airport and authorize the Mayor and Clerk to execute the proper documentation. White, Loudon, Wagner, Wilson, Levine and Winborn voted aye. Vandevender was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by White to set a bid date for June 12, 2013 at 2:00 p.m. and Public Hearing and Bid Letting on June 18, 2013 at 6:00 p.m. for the Airport Lighting Project and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Wagner, Wilson, Levine, Winborn and White voted aye. Vandevender was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by White to approve Engineering Services for the Environmental Assessment for the Creston Municipal Airport and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Wagner, Wilson, Levine, Winborn and White voted aye. Vandevender was absent. Resolution declared passed.

Wagner moved seconded by Wilson to approve a request by BNSF employees to place benches on City property in memory of fellow employees Tom Anderson and Trish Hyatt, who died as a result of a train wreck near Red Oak, Iowa. All voted aye. Vandevender was absent. Motion declared carried.

Under Other Items, Mayor Woods announced that Saturday, May 11, 2013, is National Train Day along the Amtrak route and from 10 a.m. – 2 p.m. the Model Railroaders will be operating the model trains in the Memorial Room while he gives tours of the Restored Depot/City Hall and the Creston: Arts gallery.

Wilson moved seconded by White to adjourn the meeting. All voted aye. Vandevender was absent. Motion declared carried. Council adjourned at 6:32 p.m.

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Mayor

Attest:

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City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE PROTECTION	GENERAL FUND	CRESTON PUBLISHING CO	3-DAY FT/PT DISPATCH AD	99.96
			PETTY CASH - POLICE	5.17
		TOTAL:	105.13	
DETENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR	LEC BILLING-APR'13	9,147.50
			TOTAL:	9,147.50
FIRE PROTECTION	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-FIRE	45.36
			DANKO EMERGENCY EQUIPMENT	VALVE-TIP SET-GAUGE
		MCI MEGA PREFERRED	LONG DISTANCE	2.29
		NAPA	3-BATTERIES/LADDER TRK	306.15
		PETTY CASH - FIRE	#1731-FUSES	4.38
			#1732-ELECTRIC TERMINALS	3.52
		#1733-COMMAND SUPPLIES	9.91	
		#1734-POSTAGE	12.22	
		TOTAL:	626.33	
		BUILDNG & HSNG SAFETY	GENERAL FUND	CRESTON PUBLISHING CO
HEARTLAND TECHNOLOGY SOLUTIONS	PERSONEL CHANGES			
OFFICE DEPOT	6-PENDEL PENCILS			17.10
PETTY CASH - FINANCE	#1403-RECORDING FEES			36.00
	#1404-RECORDING FEES			48.00
TOTAL:	232.49			
ANIMAL CONTROL	GENERAL FUND	FARM & HOME SUPPLY INC	TRAPS	75.98
			TOTAL:	75.98
FIRE	GENERAL FUND	WASTE MANAGEMENT	DUMPSTER-APR'13	61.96
			IOWA DEPT OF AGRICLTR & LAND STWRDHP	FUEL METER LICENSE FEE
		MCI MEGA PREFERRED	LONG DISTANCE	1.82
		SOUTHWEST IOWA RURAL ELECTRIC	ELECTRIC-AIRPORT	39.00
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17
			FUEL PROFIT-APR'13	549.19
TOTAL:	2,015.14			
SOLID WASTE CLCT/DSPSL	GENERAL FUND	WASTE MANAGEMENT	GARBAGE COLLECT-APR'13	37,499.56
			PRAIRIE SOLID WASTE AGENCY	GARAGE DOOR-TIRES
		TOTAL:	37,534.96	
LIBRARY SERVICES	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-LINCOLN SCHOOL	9.07
			WASTE MANAGEMENT	DUMPSTER-APR'13
		ALLIANT ENERGY-INT PWR&LGHT	1001 W JEFFERSON-GAS	719.42
		MCI MEGA PREFERRED	LONG DISTANCE	5.47
TOTAL:	774.85			
WORKS	GENERAL FUND	B M SALES	CAN LINERS & TOILET PAPER	192.87
			BARKER IMPLEMENT & MOTOR CO INC	SPINDLE FOR 977,FUSE COVE
		CRESTON CITY WATER WORKS	BATTERY FOR GATOR	73.21
			WATER-RAINBOW PARK	22.68
		ELECTRICAL MATERIALS CO	WATER-RAINBOW FOUNTAIN	3.63
			MISC FITTINGS RESTRO	28.64
		FARM & HOME SUPPLY INC	MISC SUPPLIES	72.60
		HEARTLAND TECHNOLOGY SOLUTIONS	DVD/SPEAKER ISSUES	28.75
		HEARTLAND TIRE & AUTO	ALIGNMENT-MARK'S TRUCK	60.00
		ECHO GROUP INC	ELECTRIC BOX & BREAKERS	262.74
BREAKS AT PARK	10.04			

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		NAPA	REAR BRAKE PADS	65.49
		PETTY CASH - RECREATION	#1765-DESK PLAQUE	9.09
		RJ'S PORTABLES	PORTA-POTTIE-CAMPSIT	75.00
		TRUE VALUE HARDWARE & RENTAL	BLADE BOLT/BLADE	77.25
			TOTAL:	1,208.99
RECREATION	GENERAL FUND	B M SALES	CAN LINERS & TOILET PAPER	192.87
		WASTE MANAGEMENT	DUMPSTER-APR'13	192.60
		RJ'S PORTABLES	PORTA-POTTIE-BALLFIE	225.00
			TOTAL:	610.47
EMETERY	GENERAL FUND	WASTE MANAGEMENT	DUMPSTER-APR'13	61.96
		FELDHACKER CONTRACTING	REPLACE SIDEWALK	7,058.00
		MCI MEGA PREFERRED	LONG DISTANCE	5.18
		AGRILAND FS INC	418 G UNL @ 3.151	1,317.12
			TOTAL:	8,442.26
WIMMING POOL	GENERAL FUND	B M SALES	CAN LINERS & TOILET PAPER	192.86
		ELECTRICAL MATERIALS CO	MISC FITTINGS POOL	56.14
		FARM & HOME SUPPLY INC	SMP PMP,PRESS WASHER	354.94
		PETTY CASH - RECREATION	#1766-POOL CLASS	10.00
			TOTAL:	613.94
ECONOMIC DEVELOPMENT	GENERAL FUND	AKIN BUILDING CENTER	VALVE-WELCOME CENTER	11.29
			TOTAL:	11.29
FINANCIAL ADMINISTRATN	GENERAL FUND	10000 CRESTONIANS	FIREWORKS CONTRIBUTION	5,000.00
		BANKERS LEASING CO	COPIER LEASE-MAINTENANCE	258.47
		CREST AREA THEATRE	SUMMER PRODUCTION CONTRIBU	3,685.00
		CRESTON PUBLISHING CO	5 DAY AD-BID 1707 W ADAMS	173.60
			LEGAL ADS/NOTICES-APR'13	422.55
		HEARTLAND TECHNOLOGY SOLUTIONS	REMOTE LABOR-BACKUP	86.25
			MONTHLY FIREWALL MGMT	129.00
			KIOSK ISSUES	345.00
			LABOR FOR PC INSTALL-KIM	948.75
			FORTIS SUPPORT MAY 13/14	1,000.00
			PRINTER/BUSINESS 2013	1,269.00
		IOWA DEPT OF TRANSPORTATION	RENEWAL FEE-ADVERTISING SI	15.00
		MCI MEGA PREFERRED	LONG DISTANCE-CITY HALL	38.25
			LONG DISTANCE-FAXES	1.64
		NEOPOST USA INC	PSTG MTR RNTL 6/13-6/14	299.40
		OFFICE DEPOT	PAPER CLIPS-FOLDERS-BINDE	35.14
		PETTY CASH - FINANCE	#1402-RECORDING FEES	14.00
		PETZNICK'S	2500 #10 REG ENVELOP	135.70
			1500 #10 WIND ENVELO	105.05
			TOTAL:	13,961.80
CITY HALL	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-CITY HALL	20.74
		KONE INC (MOLINE)	ANNUAL SAFETY TEST-CITY HA	399.96
		OFFICE DEPOT	AIR FRESHENERS	13.22
			TOTAL:	433.92
COMMUNITY CENTER MAINT	COMMUNITY CENTER	TROPHY SHOP	NAME PLATE FOR BENCH	11.19
			TOTAL:	11.19
ROAD MAINTENANCE	ROAD USE TAX	AKIN BUILDING CENTER	24 HR RENTAL POSTHOLE	60.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ARAMARK (LAUNDRY ACCTS)	LAUNDRY SERVICE	32.33
		NORSOLV SYSTEMS ENVIRONMENTAL SERVICES	SERVICE CLEANING UNIT	110.95
		BARKER IMPLEMENT & MOTOR CO INC	FREON-SKID LOADER	217.97
		FARM & HOME SUPPLY INC	10LB GALVANIZED STPLE	27.68
		HEARTLAND TIRE & AUTO	TIRE REPAIR-SKID LOADER	14.95
		GRAY, MIKE	REMOVE TREE-704 W LUCAS	2,000.00
		MCI MEGA PREFERRED	LONG DISTANCE	3.20
		NAPA	AIR FILTERS-SKID LOADER	62.96
		AGRILAND FS INC	DIESEL PUMP	664.14
			1005 G UNL @ 3.151	3,166.76
			965 G DSL @ 3.371	3,253.02
		SCHILDBERG CONSTRUCTION COMPANY INC	90.22 TON ROAD ROCK	1,019.49
			13.57 TON ROAD ROCK	189.30
			77.84 TON CLASS D ROCK	879.61
			90.32 TON CLASS D ROCK	1,020.63
			TOTAL:	12,722.99
ADMIN-STREETS (ENGINR)	ROAD USE TAX	CRESTON PUBLISHING CO	5-DAY EMPLOYMENT AD	91.80
		HEARTLAND TECHNOLOGY SOLUTIONS	PRINTER ISSUES-KEVIN	57.50
			TOTAL:	149.30
ELF FUNDING INSURANCE	PAYROLL TAX BENEFIT	TOTAL ADMINISTRATIVE SERVICES CORP	SVC PERIOD 7/1/13-7/31/13	102.00
			TOTAL:	102.00
POLICE FORFEITURE	POLICE FORFEITURE	PETTY CASH - POLICE	#792893-DOG FOOD	28.99
			TOTAL:	28.99
CITY PARK RENOVAT	RESTRICTED GIFTS-M	CRESTON PUBLISHING CO	LEGAL ADS/NOTICES-APR'13	105.18
			TOTAL:	105.18
DEBT SERVICE	DEBT SERVICE	FIRST NATIONAL BANK	PRIN PAYMENT	47,071.43
			INT PAYMENT	3,176.93
			TOTAL:	50,248.36
CAPITAL PROJECTS	CAPITAL PROJECTS	AKIN BUILDING CENTER	RETURN RAKE & CORNER	57.18-
			SUPPLIES-PARK BLDG ADDITIO	17.49
			SUPPLIES-PARK BLDG ADDITIO	159.00
			TOTAL:	119.31
WASTEWATER SEWER/WASTWTR SEWER OPERATING	FU	CENTRAL PLAINS ELECTRIC	MOTOR REPAIR	45.60
		CRESTON CITY WATER WORKS	1/2 ONE CALLS-APR'13	60.75
		WASTE MANAGEMENT	DUMPSTER-APR'13	75.14
		ELECTRICAL MATERIALS CO	COUPLING	13.60
		HACH COMPANY	CHEMICALS	183.92
		HYGIENIC LABORATORY-AR	2-NH3'S	36.00
			2-BOD'S	36.00
			2-NH3'S	36.00
			2-NH3'S	36.00
			2-BOD'S, NH3'S	108.00
			2-NH3'S; BOD'S	72.00
			3-BOD'S, NH3'S, TSS, E-COLI	216.00
			SLUDGE METALS	36.00
			2-NH3'S	72.00
			N&P TESTING	116.00
		ECHO GROUP INC	6-STARTERS	184.27
		MCI MEGA PREFERRED	LONG DISTANCE	6.11

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		NBS CALIBRATIONS	WEIGHT CALIBRATION	153.00
		SCHNEIDER CORPORATION	HANDHELD GIS UNIT	8,890.00
		UPS	POSTAGE	46.94
		USA BLUE BOOK	ALGEA BRUSH-POLE-HANDLE	105.66
		IOWA DEPT OF NATURAL RESOURCES	3-LICENSE RENEWAL FEES	180.00
			TOTAL:	10,708.99
NIMAL CONTROL	ANIMAL SHELTER *AG	AFTON VETERINARY CLINIC	SPAY CAT-A NELSON	75.00
		CRESTON VET CLINIC PC	VACCINATE, EXAMINE PND DO	39.20
			SPAY OUTDOOR CAT-B KERR	65.00
			EMERGENCY MEDICAL DOG	74.00
			SPAY 2 DOGS-G TENNISON	105.99
			EMERGENCY MEDICAL-CARAWAY	76.20
		DOWNNEY, MYCALE	ARL REIMBURSEMENT	111.00
		SOUTHERN HILLS VET SVC INC	TEST/VACCINATE/WORM	42.00
			TOTAL:	588.39

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

001	GENERAL FUND	75,795.05
006	COMMUNITY CENTER	11.19
110	ROAD USE TAX	12,872.29
112	PAYROLL TAX BENEFIT	102.00
120	POLICE FORFEITURE	28.99
166	RESTRICTED GIFTS-MCKNLY P	105.18
200	DEBT SERVICE	50,248.36
301	CAPITAL PROJECTS FUND	119.31
610	SEWER OPERATING FUND	10,708.99
953	ANIMAL SHELTER *AGENCY FU	588.39
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	GRAND TOTAL:	150,579.75
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CITY OF CRESTON  
MANUAL CHECKS/DEBITS – PERIOD ENDING 05/21/13

NO DEPT ENTERED		
ELECTRONIC FEDERAL TAX	TAX DEPOSIT	15,080.11
TOTAL ADMINISTRATIVE SVC	FLEX	695.17
NO DEPT ENTERED	<b>TOTAL</b>	<b>\$ 15,775.28</b>

FINANCIAL ADMINISTRATION		
FIRST NATIONAL BANK (2)	STOP PAYMENTS	70.00
NEOPOST	POSTAGE DRAWDOWN	500.00
FINANCIAL ADMINISTRATION	<b>TOTAL</b>	<b>\$ 570.00</b>

SELF FUNDING INSURANCE		
TRISTAR BENEFIT	INV CHECK RUN	13,400.08
SELF FUNDING INSURANCE	<b>TOTAL</b>	<b>\$ 13,400.08</b>

**MANUAL CHECK/DEBITS TOTAL                   \$ 29,745.36**

**THE FOLLOWING DEBITS WILL BE MADE JUNE 3, 2013:**

FINANCIAL ADMINISTRATION		
BANKERS TRUST	SERVICE FEE #0185387032	250.00
	SERVICE FEE #0185377389	250.00
IOWA FINANCE AUTH.	SERVICE FEE #C0157R	2,080.00
	SERVICE FEE #CW9704R	161.50
	SERVICE FEE #CW9407R	86.00
	SERVICE FEE #CW9408R	403.00
FINANCIAL ADMINISTRATION	<b>TOTAL</b>	<b>\$ 3,230.50</b>

DEBT SERVICE		
BANKERS TRUST	PRIN/INT DUE 6/3/13 #0185387040	274,157.50
	PRIN/INT DUE 6/3/13 #0185387032	190,640.00
	PRIN/INT DUE 6/3/13 #0185377389	111,326.25
	PRIN/INT DUE 6/3/13 #0185364361	1,744,970.00
IOWA FINANCE AUTH.	PRIN/INT DUE 6/3/13 #C0157R	49,480.00
	PRIN/INT DUE 6/3/13 #CW9704R	52,845.00
	PRIN/INT DUE 6/3/13 #CW9407R	57,580.00
	PRIN/INT DUE 6/3/13 #CW9408R	159,090.00
DEBT SERVICE	<b>TOTAL</b>	<b>\$2,640,088.75</b>

**GRAND TOTAL TO BE DEBITED ON 06/03/13 -----\$2,643,319.25**

FUND TRANSFERS FOR PERIOD ENDING:

05/22/2013 & 6/3/2013  
POSTING DATE

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

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 18,000.00	126 TIF-JAMES SBDV (25% LMI)  FOR: CDBG HOUSING REHABILITATION VENDOR: SICOG	001 GENERAL FUND	126 6910	18,000.00	
			126 1110		18,000.00
			001 1110	18,000.00	
			001 4830		18,000.00
\$ 211.13	126 TIF-JAMES SBDV(25%-LMI)  FOR: MATCHING FUNDS-SICOG VENDOR: SICOG	001 GENERAL FUND	126 6910	211.13	
			126 1160		211.13
			001 1110	211.13	
			001 4830		211.13
\$ 5,000.00	009 HOTEL-MOTEL TAX  FOR: FIREWORKS CONTRIBUTION VENDOR: 10,000 CRESTONIANS	001 GENERAL FUND	009 6910	5,000.00	
			009 1110		5,000.00
			001 1110	5,000.00	
			001 4830		5,000.00
\$ 3,685.00	009 HOTEL-MOTEL TAX  FOR: SUMMER PRODUCTION CONTRIBUTION VENDOR: CREST AREA THEATRE	001 GENERAL FUND	009 6910	3,685.00	
			009 1110		3,685.00
			001 1110	3,685.00	
			001 4830		3,685.00
\$ 186,027.50	125 TIF-JAMES SBDV(75%)  FOR: PRIN/INT DUE 6/3/13 #0185387032 VENDOR: BANKERS TRUST	200 DEBT SERVICE	125 6910	186,027.50	
			125 1110		186,027.50
			200 1110	186,027.50	
			200 4830		186,027.50
\$ 4,612.50	121 L.O.S.T.-PROP TAX RELIEF(50%)  FOR: INT DUE 6/3/13 #0185387032 VENDOR: BANKERS TRUST	200 DEBT SERVICE	121 6910	4,612.50	
			121 1110		4,612.50
			200 1110	4,612.50	
			200 4830		4,612.50
\$ 111,326.25	125 TIF-JAMES SBDV(75%)  FOR: PRIN/INT DUE 6/3/13 #0185377389 VENDOR: BANKERS TRUST	200 DEBT SERVICE	125 6910	111,326.25	
			125 1110		111,326.25
			200 1110	111,326.25	
			200 4830		111,326.25
\$ 274,157.50	146 TIF-HWY 34 IMPRVMENTS  FOR: PRIN/INT DUE 6/3/13 #0185387040 VENDOR: BANKERS TRUST	200 DEBT SERVICE	146 6910	274,157.50	
			146 1110		274,157.50
			200 1110	274,157.50	
			200 4830		274,157.50
\$ 50,248.36	611 SEWER DEBT SERVICE FUND  FOR: PRIN/INT DUE 6/1/13 #114293 VENDOR: FIRST NATIONAL BANK	200 DEBT SERVICE	611 6910	50,248.36	
			611 1110		50,248.36
			200 1110	50,248.36	
			200 4830		50,248.36
\$ 49,480.00	611 SEWER DEBT SERVICE FUND  FOR: PRIN/INT DUE 6/3/13 #C0157R VENDOR: IOWA FINANCE AUTHORITY	200 DEBT SERVICE	611 6910	49,480.00	
			611 1110		49,480.00
			200 1110	49,480.00	
			200 4830		49,480.00

FUND TRANSFERS FOR PERIOD ENDING:

05/22/2013 & 6/3/2013  
POSTING DATE

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

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 52,845.00	611 SEWER DEBT SERVICE FUND	200 DEBT SERVICE	611 6910	52,845.00	
			611 1110		52,845.00
			200 1110	52,845.00	
			200 4830		52,845.00
<div style="border: 1px solid black; padding: 2px;">                     FOR: PRIN/INT DUE 6/3/13 #CW9704R                      VENDOR: IOWA FINANCE AUTHORITY                 </div>					
\$ 57,580.00	611 SEWER DEBT SERVICE FUND	200 DEBT SERVICE	611 6910	57,580.00	
			611 1110		57,580.00
			200 1110	57,580.00	
			200 4830		57,580.00
<div style="border: 1px solid black; padding: 2px;">                     FOR: PRIN/INT DUE 6/3/13 #CW9407R                      VENDOR: IOWA FINANCE AUTHORITY                 </div>					
\$ 159,090.00	611 SEWER DEBT SERVICE FUND	200 DEBT SERVICE	611 6910	159,090.00	
			611 1110		159,090.00
			200 1110	159,090.00	
			200 4830		159,090.00
<div style="border: 1px solid black; padding: 2px;">                     FOR: PRIN/INT DUE 6/3/13 #CW9408R                      VENDOR: IOWA FINANCE AUTHORITY                 </div>					
<b>\$ 972,263.24 TOTAL - TRANSFERS</b>			<b>HASH TOTALS: \$ 1,944,526.48 \$ 1,944,526.48</b>		

**Park and Recreation Department**  
***Pool Closure Policy***

**FYI**

Our responsibility is to provide the finest customer service possible, while balancing budgetary considerations, swimmer comfort and safety factors. Managers/supervisors must carefully consider all aspects prior to closing the pool.

Inclement weather, extreme cold, rain, and imminent or ongoing thunderstorms are all factors that dictate not opening the pool or closing early. The temperature must be at least 68 degrees one hour prior to open swim. If lightning is spotted in the area, the pool must be evacuated immediately and closed until the threat has passed. Managers must be aware of the weather forecast for the day; and determine if the pool should be closed for the whole day or should reopen later on.

At the beginning of the day, provided it isn't raining, the pool should be opened and remain open for at least one hour. If the pool closes for any reason before 3pm, reassessment and possible opening will be 5pm Monday-Thursday, and 3pm Friday-Sunday. If the pool is closed employees on those days must remain "on call" and be ready to return to work in the event the pool reopens.

Other events that could cause pool closure are unhealthy or cloudy water conditions, equipment malfunctions, chemical imbalance, mechanical breakdown, lack of attendance, or an insufficient number of lifeguards to handle the number of swimmers. The pool may be closed if there are 10 or less swimmers present. State health and safety requirements must be met at all times. When a fecal or vomit situation happens the pools will be closed immediately and will reopen based on the CDC guidelines for closure times.

In all cases, managers must use good judgment in deciding to close the pool. The Park and Recreation Director or Assistant Director must be advised of each closure, and Creston Radio called to announce the closure to the public.

Approved: May 14, 2013

Park and Recreation Dept.  
116 W Adams St  
Creston, IA 50801  
641-782-2000

Chairman

Secretary



**Park and recreation Department**  
***Seasonal Facility Policy***

**FYI**

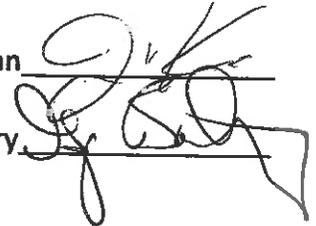
All park facilities are susceptible to closure due to cold weather conditions. No park facility is heated or insulated. Water pipes and fixtures can be damaged due to freezing temperatures. With this under consideration all restroom facilities and water fountains will be opened May 1<sup>st</sup> and closed October 15<sup>th</sup>. It is up to the discretion of the Park and Recreation Department whether the facilities will be opened later or closed earlier due to changing weather and extended forecasts.

Approved May 14<sup>th</sup> 2013

Park and Recreation Dept.  
116 W Adams St.  
Creston, IA 50801  
641-782-2000

Chairman

Secretary

Handwritten signatures of the Chairman and Secretary, each written over a horizontal line.

# Creston Municipal Airport

## Hangar Land Lease Agreement

The City of Creston, Iowa, hereinafter referred to as the "Lessor" and, \_\_\_\_\_ hereinafter referred to as "Lessee", do hereby agree to the following terms and conditions related to Lessee's rental of the following described premises from the Lessor. The Lessee is established as an individual entity and owner of the property for which is on the premises described in this lease agreement.

**1) Legal Description:** Premises subject to this Lease Agreement:

The City of Creston hereby leases to the LESSEE a portion of the Creston Municipal Airport, a plot of ground contained in the area of present airplane hangars situated inside the following described premises, described as follows:

That part of the Southeast Quarter (SE1/4) of Section Twenty-four (24), Township Seventy-two (72) North, Range, Thirty-one (31), West of the 5<sup>th</sup> P.M., in Union County, Iowa, described as follows: Commencing at the East Quarter corner of Section 24, Township 72 North, Range 31 West, thence South along the Section line 80 feet, thence west parallel, with the center line of said Section 350 feet to a point of curve, thence westerly and southwesterly on a curve tangent at said point of curve and with a radius of 915 feet for a distance of 762 feet more or less to a point 1025 feet west of the east line of said section, thence south 2255.7 feet more or less to the south line of said section, thence west 1591.5 feet to the south quarter corner of said section, thence north 2642 feet to the center of said section, thence east 2061 feet to the point of beginning containing 100.27 acres more or less according to the government survey.

The general location set forth in the drawing attached as "Exhibit A".

- 2) Term:** The Term of this Lease Agreement shall be five (5) years, to commence on \_\_\_\_\_ and to end on \_\_\_\_\_. And, may be deemed renewable at Lessor's and Lessee's discretion or shall automatically renew for another five (5) year term. The renewals shall continue at the end of each five (5) years subject only to a sixty (60) day notice prior to the lease maturity for termination or revision of any terms or conditions contained herein. In the event that no notice is received, the Lease shall be renewed automatically on the same terms and conditions as set forth herein. In order to be effective, the sixty (60) day notice must be given not later than sixty (60) prior to the expiration date of the Lease by either party.
- 3) Rate:** Lessee shall pay Lessor at the minimum rate of \$100.00 (\$0.083 per sq. ft.) per year for the blue hangar and a minimum of \$100.00 (\$0.116 per sq. ft.) for the old hangar. For the proposed new hangar (\$0.116 per sq. ft.). The proposed new hangar is designed with two sizes of hangars (3,600 sq. ft. = \$417.60 yr. and 2,880 sq. ft. = \$334.08 yr.) in return for the benefits and privileges of leasing the premises described herein. Rent shall be payable in full by \_\_\_\_\_, 20\_\_ and due on the same date each year until contract is terminated; payable to the City of Creston and delivered to City Clerk's Office at 116 W. Adams St., Creston, Iowa 50801. In addition to the yearly lease amount the "Lessee" will pay the City of Creston a one-time administration fee of \$\_\_\_\_\_, payable

at the execution of this airport land lease agreement. The lease amount shall be reviewed by the parties every five years to determine exact amount to be paid for the next ensuing five year period.

- 4) **Allowable Uses:** Lessee shall be allowed to use the leased premises for the storage and housing of aircraft. The "Lessee" shall use the hangar facility in compliance with all other requirements imposed by or pursuant to CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. It is further agree that the Lessee will comply with the regulations of the Office of the Secretary of Transportation, more specifically set out as follows:

A. *The Lessee, for themselves, their heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements.*

B. *The Lessee, for themselves, their heirs, personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:*

1. *No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;*
2. *That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in denied the benefits of, or otherwise be subjected to discrimination;*
3. *That the tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.*

- 5) **Hangar, and/or any improvements, shall be constructed and/or maintained at the sole expense of the Lessee.** *The proposed airport hangar shall be constructed and oriented at the location specified on the current ALP. In the event Lessee desires to modify said described hangar or construct a new hangar on the leased premises, Lessee must first obtain the approval of the Lessor. A construction timeline shall be provided and approved by the City. The "Lessee" shall be responsible for the cost of all utility services to the leased property including propane, electricity, water, sanitary sewer, solid waste, telephone, cable, and related services. This includes both the initial cost and any reoccurring cost (monthly fees). The preparation of the leased building site shall be at the expense of*

the "Lessee". Any soil moved for construction will be placed at a location designated by the City. All preconstruction and final construction plans shall be approved by the City of Creston's airport engineering consultant and the City of Creston's Building Inspections Department. Periodic inspections by the City of Creston's airport engineering may be at the expense of the "Lessee".

- 6) **Rules and Regulations:** Lessee shall abide by all rules and regulations related to the City of Creston Municipal Airport as amended from time to time by Creston Municipal Airport Commission and the City of Creston. Additionally, Lessee shall abide by the regulations and limitations set forth by the State of Iowa and the Federal Aviation Agency (FAA) as may be amended, supplemented, and/or otherwise modified from time to time.
- 7) **Insurance/Risk of Loss:** The Lessee accepts all risk against damage to said property whether by wind, fire, flood, theft or other casualty.

Lessee shall provide proof of liability coverage for a minimum of \$1,000,000 on the leased premises and shall provide proof of \$1,000,000 of continuing coverage throughout the term of this contract to the Lessor. The City of Creston and the Creston Municipal Airport Commission shall be listed as an additional insured on the liability policy. Failure to provide proof of said coverage shall be grounds for immediate termination of this agreement.

Lessee further agrees to indemnify and hold the Creston Airport Commission and City of Creston harmless and blameless against loss, damage or expense suffered or sustained by reason of the assertion of any claims against them for injuries to persons or damages to property, arising out of or growing out of Lessee's, and/or Lessee's guests, agents and/or employees use of the leased premises herein described, during the terms of this lease.

- 8) **Maintenance of Leased Premises:** Lessee agrees to commit no waste on the leased property and further agrees that no waste material, rags or refuse of any kind and/or nature will be allowed to accumulate in and/or about the leased premises. The "Lessee" further agrees that no motor vehicles/equipment/fuel storage tanks shall be stored outside of the hangar unit. Storage of said items/equipment/fuels within the walls of a hangar may be restricted by rule or regulation of the Creston Airport Commission and/or the Creston City Council. The Lessee also agrees to maintain responsibility for all repair and maintenance of the premises described herein to city standards.
- 9) **In the Event Sublet:** The Lessee shall not sublet the premises without the consent of Lessor. If sublet, the Lessee shall remain liable for the full payment of the rent and Lessee shall remain liable for the failure of any sub-lessee to keep, observe, and perform all of the terms, covenants and conditions of this lease required to be kept, observed and performed, with the same force and effect as if said sub-letting had not been made.
- 10) **Sale of Improvements:** *Lessor shall have a right of first refusal on any proffered sale of Lessee's Hangar.* Lessee agrees to present Lessor with thirty (30) days written notice of their intent to sell *Lessee's Hangar*, and shall provide the Lessor with a signed purchase agreement between Lessee and a proposed purchaser. Lessor shall have until 5:00 p.m. on the thirtieth (30<sup>th</sup>) day to provide written

notice to Lessee of Lessor's decision to purchase the hangar at the price and terms of the proffered purchase agreement. Day thirty (30) must also fall on a regular business day. The parties hereto may agree to a purchase price without the necessity of a proffered sale at any time. The City must authorize the sale of the improvements and approve the "Buyer". If at any time a hangar is sold or assigned the transaction must be reported to the Creston City Clerk in writing.

- 11) **Termination:** Lessor may terminate this Lease Agreement in the event of any breach, including nonpayment of rent, upon giving Lessee thirty (30) days written notice of breach. Lessee shall have twenty (20) business days from the date of mailing notice to remedy said breach. Within twenty (20) business days of receiving notice, Lessee may request a hearing. Request shall be in writing and delivered to the City of Creston, Clerk's Office during regular business hours. The Lessor shall convene a quorum within fourteen (14) days of Lessee's request and shall consider any evidence and/or argument presented by Lessee against the determination that a breach has occurred. Upon a finding that a breach did occur, the Lessor shall determine whether or not the lease should be terminated or if the Lessee shall be given an opportunity to remedy said breach. If the Lessor determines that the Lessee shall be given an opportunity to remedy said breach, the Lessee shall enter into a written agreement setting out the terms and conditions placed upon the Lessee by the Lessor to avoid termination of this Lease Agreement. If the Lessee fails to right the breach per the written agreement the lease shall be forfeited and the Lessee shall have an additional thirty (30) days in which to remove any hangar or structure constructed on said hangar space and surrender peaceable possession of said hangar space to the commission and city.
- 12) **Taxes:** The Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the structures which they may erect on lands leased exclusively to them.
- 13) **Signs:** The Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.
- 14) **Other:** The lease shall become subordinate to the provisions of any existing or future agreement between the Lessor and the United States of America or any agency thereof relative to the operations, development, or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

The Lessee shall not have a lien or mortgage encumbered on the city owned property. It is further Agreed that the rights conferred upon the Lessee by and through the lease is in the nature of a mere License or privilege to use said hangar space for the purpose specified herein, and that said the Lessee Shall not acquire any right, title, or interest in and to the land or real estate leased herein, and that the Lessee's interest hereunder shall be a mere chattel interest.

The City of Creston and the Creston Airport Commission reserve the right to inspect hangars within a Reasonable time after proper notice has been given.

Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

Lessor reserves the right to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance.

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, permitting to be erected, any building or other structure on the airport, which in the opinion of Lessor would limit the usefulness of the airport or constitute a hazard to aircraft and must comply with Federal Aviation Regulations, Part 77.

During time of war or national emergency, Lessor shall have the right to enter into an agreement with the United States government for military or naval use of part of all of the landing area, the publicly-owned air navigation facilities and /or other areas or facilities of the 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 Government shall be suspended.

It is understood that the rights granted by this agreement will not be exercised in such a way as to Interfere with or adversely affect the use, operation, maintenance, or development of the airport.

This is hereby reserved to Creston Municipal Airport Commission, the Creston City Council, its Successors and assigns, the use and benefit of the public, a free and unrestricted right of flight for the Passage of aircraft in the airspace above the surface of the premises herein conveyed, together with The right to cause in said airspace such noise as may be inherent in the operation of aircraft, now Known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking Off from, or operating about the airport.

THIS AGREEMENT constitutes a full and complete Agreement of the parties with respect to the subject matter hereof. No changes, modifications, or amendments shall be made unless the same is in writing and executed by all parties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

**CITY OF CRESTON**

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**Lessor**  
**Date:**

---

**Lessee**  
**Date:**

---

**Attested:**  
**Date:**



**Purchaser ("Purchaser"):**

Creston City Hall  
PO Box 449  
Creston, IA 50801

**Service Location ("Premises"):**

Creston City Hall  
116 W. Adams  
Creston, IA 50801

**KONE Inc. ("KONE")**

Des Moines  
501 SW 7th St., Ste E  
Des Moines, IA 50309

**KONE Care™ Standard Agreement for Vertical Transportation  
("Agreement")**

City of Creston

Respectfully Submitted,

*Justin Carleton*  
KONE Inc., JUSTIN CARLETON

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
KONE Inc., JUSTIN CARLETON

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
APPROVED BY AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**EQUIPMENT DESCRIPTION ("Equipment")**

Manufacturer	Hydraulic		MRL		Geared Traction		Gearless Traction		Escalator	Other
	Passenger	Freight	Passenger	Freight	Passenger	Freight	Passenger	Freight		
Otis	1									

**TENDER DATE:** 05/08/2013

**EFFECTIVE DATE:** 06/01/2013

**PRICE**

\$33.33 per month payable by Purchaser annually in advance (\$399.96 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date stated above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Semi-Annual in advance payment	2% Increase	\$ 34.00 per month	
Quarterly in advance payment	3% Increase	\$ 34.33 per month	
Monthly in advance payment	4% increase	\$ 34.66 per month	

**SCOPE OF SERVICES**

KONE will provide the labor to perform 2 visits to examine and/or lubricate the following equipment areas per twelve month period.



- Control system
- Power unit and/or machines
- Hydraulic system accessories
- Hoistway and pit equipment
- Door equipment
- Signals and accessories
- Rails and guides

KONE will provide all lubricants, greases, and wiping cloths.

If KONE identifies items, which, in KONE's judgment, require replacement or repair, KONE will submit to Purchaser a separate proposal and contract for Purchaser's signature. KONE makes no guarantee that its examination will identify any items that require replacement or repair.

### **HOURS OF SERVICE**

All services described above will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

### **TESTS**

KONE will perform the following tests on the Equipment. KONE is not liable for any property damage or personal injury, including death, resulting from any test.

### **HYDRAULIC ELEVATOR**

A pressure relief test and a yearly leakage test as required by applicable code.

### **REPORTING SERVICES**

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

### **EXCLUSIONS**

This Agreement does not include hydraulic fluids.

No labor, except specified herein, parts or supplies will be furnished under this Agreement.

KONE shall not be obligated to: perform safety tests other than those specified herein; install new attachments or make equipment changes, repairs or adjustments, correct outstanding violations or deficiencies.

### **REMOTE MONITORING**

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

### **SAFETY**

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Notwithstanding anything to the contrary contained in this Agreement, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's



recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

### **NOTICE OF MALFUNCTION OR INJURY**

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

### **THIRD PARTY SERVICES**

All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.

If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.

If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will re-imburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

### **NON-KONE EQUIPMENT**

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams and (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

### **TERM AND TERMINATION**

This Agreement will commence on the effective date and continue for an initial period of SEVEN (7) years. This Agreement will thereafter automatically renew for successive terms of SEVEN (7) years. Either party may terminate this Agreement at the end of the initial SEVEN (7) year term or at the end of any subsequent SEVEN (7) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.

If a party materially breaches the Agreement, the other party may provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party. If KONE notifies Purchaser of a material breach pursuant to this paragraph, KONE may temporarily suspend services under this Agreement during the specified cure period.

### **CANCELLATION**

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will



constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

### **ASSIGNMENT**

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a third party, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the third party. Purchaser will promptly provide KONE with a copy of such assignment.

### **PRICE ADJUSTMENTS**

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

### **PAYMENT TERMS**

Payment is due net thirty (30) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection,

including without limitation court costs and reasonable attorneys' fees.

### **SUSPENSION OF SERVICE**

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under any and all contracts with the Purchaser until all invoices are current or Purchaser cures the breach.

Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser.

If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the period of non-payment.

Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

### **TAXES**

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

### **INDEMNIFICATION**

To the extent permitted by law, Purchaser will indemnify, defend, and hold KONE harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, whether arising from or related to Purchaser's, KONE's, or any third party's negligence, willful misconduct, or acts or omissions in performance of the Agreement.

### **LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.



In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

Purchaser will name KONE as an additional insured on its insurance policy.

Any waiver of claims, damages, or other rights, whether such rights arise under the Agreement or by law or in equity, purported to be made by KONE in the Agreement is null and void and will not be considered in interpreting the Agreement.

#### **U.S. GOVERNMENT SALES**

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

#### **FORCE MAJEURE**

A party is not liable for failure to perform its obligations under the Agreement if such failure is beyond its control and without its fault and results from Acts of God (including without limitation fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), civil war, civil strife, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction,

blockage, embargo, labor dispute, strike, or lockout, epidemic or pandemic, or interruption or failure of electricity or telephone service. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

#### **VENUE**

The exclusive venue for any dispute between the parties shall be in the County of Rock Island, State of Illinois.

#### **PROPERTY RIGHTS**

KONE will provide Purchaser with any of its information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains its sole property. If KONE's contract terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.

KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

#### **MISCELLANEOUS**

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for



convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.



**Attachment A**  
**Additional Terms and Conditions**

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

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## CUSTOMER INFORMATION

<b>Who is the Agreement with?</b>		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? <input type="checkbox"/> Yes (If Yes, provide the Tax Exemption Certificate.) <input type="checkbox"/> No		
Federal Tax ID #:		

<b>Where should the invoices be sent?</b>		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

<b>Who will be responsible for paying the invoices?</b>		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

## Lisa Williamson

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**From:** Ellen Gerharz <chamber@crestoniowachamber.com>  
**Content:** Monday, May 13, 2013 2:18 PM  
**To:** Mike Taylor  
**Cc:** Lisa Williamson  
**Subject:** 4th of July Requests from Ellen  
**Attachments:** 4th street closings 2013.pdf

Good Afternoon,

Please find the 10,000 Crestonians 4th of July Requested Street Closings and other Requests for the 2013 Event that need Council action - hopefully at the May 21st Council Meeting.

Also on behalf of the 10,000 Crestonians I would like to request \$5000.00 from Hotel/Motel monies to help cover the cost for the event. This is one of the three biggest tourism events that we hold each year in Creston. These monies will go to cover some of the expenses associated with the fireworks and marketing of the event.

If you need additional information, please do not hesitate to contact me.

Ellen Gerharz  
Executive Director  
Creston Chamber of Commerce  
208 West Taylor, PO Box 471  
Creston, IA 50801  
(5641) 782-7021

10,000 Crestonians 4th of July Celebration  
[chamber@crestoniowachamber.com](mailto:chamber@crestoniowachamber.com)  
[www.crestoniowachamber.com](http://www.crestoniowachamber.com)  
[www.unioncountyiowatourism.com](http://www.unioncountyiowatourism.com)

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

**REQUESTED STREET CLOSINGS AND OTHER REQUESTS FOR  
THE 2013 10,000 CRESTONIANS 4TH OF JULY CELEBRATION**

**FLEA MARKET, THURSDAY, JULY 4, 2013:**

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

**PARADE LINE UP, THURSDAY, JULY 4, 2013:**

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

**PARADE PERMIT FOR:**

THURSDAY, JULY 4, 2013, 10:00 A.M. START AT MILLS AND PINE, GOING SOUTH ON PINE TO MONTGOMERY, WEST ON MONTGOMERY TO DIVISION, THEN SOUTH ON DIVISION TO ADAMS, THEN EAST TO WALNUT, NORTH TO MONTGOMERY AND EAST TO CHERRY TO DISBAND.

**OTHER ROAD CLOSURES AND OTHER REQUESTS:**

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

WE NEED PARK STREET CLOSED FROM 1:30 P.M. TO 4:00 P.M. FROM KIRBY TO STONE FOR CUB MOBILE RACES, JULY 4, 2013.

WE ALSO NEED TWO BARRICADES AT THE DRIVE, IN THE PARK, TO GET TO THE BANDSHELL JULY 4, 2013.

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

10,000 CRESTONIANS  
ROGER NURNBERG  
PRESIDENT



Customer Purchase Order for  
John Deere Products (U.S. Only)

PO# 02177142  
PO Revision# Original

<b>CUSTOMER'S NAME - First Signer</b> (First, Middle Initial, Last)			DATE OF ORDER	COMPANY UNIT	DEALER ACCOUNT NO.
CITY OF CRESTON STREET DEPARTMENT			May 13, 2013	08	089079
(SECOND LINE OF OWNER NAME)			DEALER ORDER NO.		
STREET OR RR			SOC. SEC.	IRS NO.	EIN NO.
116 W ADAMS ST					
TOWN	STATE	ZIP CODE	TRANSACTION TYPE		PURCHASER SALES TAX EXEMPT
CRESTON	IA	50801	Cash Sale		
COUNTY	PURCHASER ACCT.	PHONE NO.	SELLER'S NAME & ADDRESS		
Union		641-782-5217	BARKER IMPL AND MOTOR CO.		
E-MAIL ADDRESS			1306 SOUTH JEFFERSON STREET		
			INDIANOLA, IA, 50125		
<b>CUSTOMER'S NAME - Second Signer</b>			I (We), the undersigned, hereby order from you the Product described below, to be delivered as shown below. This order is subject to your ability to obtain such Product from the manufacturer and you shall be under no liability if delivery of the Product is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown below is subject to your receipt of the Product prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Product after the date of this order.		
STREET OR RR			Customer's Signature _____ Date Accepted _____		
TOWN					
STATE					
ZIP CODE					
Use County	Use State/Province				
UNION	IA				

± **NOTICE:** Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/Dealer. Purchaser may deactivate Telematics at [www.idlink.com](http://www.idlink.com).

QTY	NEW	DEMO	RENTAL	USED	Products & Value Added Service (Give Model, Size & Description)	Hours of Use	PRODUCT IDENTIFICATION NUMBER	DELIVERED CASH PRICE (Or Total Lease Payments)
1	x				JOHN DEERE 326E SKID STEER			\$ 41,569 00
1					Jenkins 84" Grapple			\$ 1,950 00
I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Product, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.								
TOTAL CASH PRICE								\$ 43,519 00
QTY	DESCRIPTION OF TRADE-IN				Hours of Use	PRODUCT IDENTIFICATION NUMBER	AMOUNT	
PURCHASER TYPE					MARKET USE			
5 City/Town/Village					49 Highways & Streets			
TOTAL TRADE-IN ALLOWANCE								\$ 0 00
1. TOTAL CASH-PRICE								\$ 43,519 00
2. TOTAL TRADE-IN ALLOWANCE								\$ 0 00
3. TOTAL TRADE-IN PAY-OFF								\$ 0 00
4. BALANCE								\$ 43,519 00
5.								
6.								
7.								
8. SUB-TOTAL								\$ 43,519 00
9. CASH WITH ORDER								\$ 0 00
10. RENTAL APPLIED								\$ 0 00
11. CASH DISCOUNT								\$ 0 00
12. BALANCE DUE								\$ 43,519 00

**IMPORTANT WARRANTY NOTICE:** The John Deere warranty applicable to new John Deere product(s) is printed as an attachment to this document. There is no warranty on used products. The new product warranty is part of this contract. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.**

± Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to: (i) access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data"); (ii) access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); (iii) update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at [www.JohnDeere.com/MachineDataPolicy](http://www.JohnDeere.com/MachineDataPolicy). Machine Data may be transferred out of the country where it is generated, including to the U.S.A.

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

**ACKNOWLEDGEMENTS -** I (We) promise to pay the balance due (line 12) shown above in cash, or to execute a Time Sale Agreement (Retail installment Contract), or a Loan Agreement, for the purchase price of the Product, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Product ordered herein. Despite physical delivery of the Product, title shall remain in the seller until one of the foregoing is accomplished.

Customer's Signature \_\_\_\_\_ Accepted By \_\_\_\_\_  
Customer's Signature \_\_\_\_\_ Date Accepted \_\_\_\_\_ Salesperson GAVIN, SHAWN

DELIVERY ACKNOWLEDGEMENT:	DELIVERED ON:	WARRANTY BEGINS:	SIGNATURE: (DEALER)
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**STANDARD WARRANTY FOR NEW JOHN DEERE  
CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS - US & Canada**

- . **Construction, Forestry & Commercial Worksite Products:** 12 months Full Machine Standard Warranty
- . **Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- . **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- . **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- . **Frontier Equipment:** 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

**STANDARD Warranty** is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

**EXTENDED Warranty** is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

**STRUCTURAL Warranty** applies to certain structural components as listed below and as described in this document.

**FACTORY-INSTALLED UNDERCARRIAGE Warranty** applies to certain undercarriage components as listed below and as described in this document.

**A. STANDARD WARRANTY - GENERAL PROVISIONS**

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

**B. WHAT IS COVERED BY STANDARD WARRANTY -**

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

**C. EXCLUSIVE REMEDY -**

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

**D. ITEMS COVERED SEPARATELY -**

1. **Standard Warranty** does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.

2. **Factory-Installed Undercarriage Warranty** covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, **Factory-Installed Undercarriage Warranty** does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. **Factory-Installed Undercarriage Warranty** does not apply to Scraper Tractors.

3. **StructurALL Warranty** for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for **StructurALL Warranty**) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by **StructurALL Warranty**.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame\*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

*Items Covered by StructurALL for Cut-to-Length Forestry Machines:* Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

**StructurALL Warranty** does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

#### **E. ITEMS NOT COVERED -**

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.

13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket - i.e. Winch not installed at factory.
24. Custom options installed outside the factory - i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

#### **F. TERMINATION OF WARRANTY-**

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than a authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

#### **G. PARTS REPLACED UNDER WARRANTY -**

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

#### **H. TELEMATICS**

*NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at [www.jdlink.com](http://www.jdlink.com).*

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at [www.JohnDeere.com/MachineDataPolicy](http://www.JohnDeere.com/MachineDataPolicy).

Machine Data may be transferred out of the country where it is generated, including to the U.S.A.

#### **I. OBTAINING WARRANTY SERVICE -**

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or

StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

**J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -**

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

**K. NO DEALER WARRANTY -**

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

**L. USED JOHN DEERE PRODUCTS ONLY -**

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

May 8, 2013

Mr. Mike Taylor  
City Administrator  
City of Creston  
P.O. Box 405  
Creston, IA 50801



RE: Housing Trust Fund Grant Local Match Request

Mike,

As you may know, UCDA has recently purchased a property at 403 ½ S. Elm St. We have deemed this property as beyond repair and are working to demolish the house and storage shed. We have applied to the SICOG Housing Trust Fund for a grant to assist with the acquisition, asbestos removal and demolition. The HTF requires a local match of 25% of the granted amount. Here is a breakdown of the estimated cost of the project in order for the site to be ready for a new home construction within the next two years.

**Property Acquisition – UCDA - \$3,000.00 (Actual)**

**Asbestos Testing – UCDA - \$250.00 (Actual)**

**Annual Property Taxes – UCDA - \$500.00**

**Property Acquisition – HTF - \$1,000.00 (Actual)**

**Asbestos Removal – HTF - \$4,000.00 (Estimate)**

**House Demolition/Site Clean-up – HTF – \$12,000.00 (Estimate)**

**UCDA Project Cost - \$3,750.00**

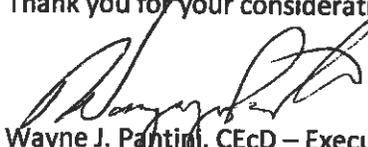
**Housing Trust Fund Cost - \$17,000.00**

**City of Creston Local Match Requirement 25% of Grant - \$4,250.00**

**Total Project Cost - \$25,000.00**

We are formally requesting to the City Finance Committee to partner with us on this project and provide up to \$4,250.00 for the local match requirement. I anticipate the actual amounts to be less than originally requested but want allow us the flexibility to address any unidentified issues. We will communicate with SICOG on the actual costs of the project. At this time we are looking for a formal commitment to meet the 25% requirement.

Thank you for your consideration and continued support to address the housing needs in Creston.

  
Wayne J. Pantini, CECD – Executive Director  
Union County Development Association

From LME  
than Financial