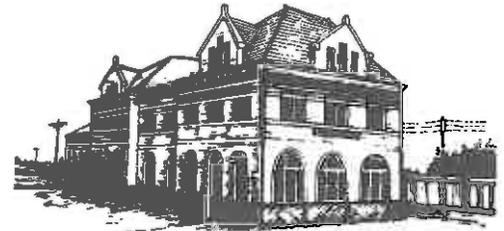


City of  
**CRESTON, IOWA**

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, February 4, 2014**  
**6:00 p.m.**  
**01/31/2014 12:32 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:** January 21, 2014 – Regular Meeting
  2. **Claims & Fund Transfers:**
    - i. **Total Claims - \$109,144.77**
    - ii. **Fund Transfers - \$8,743.41**
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. **Public Hearing for the Adoption of Final Budget for FY 2015**
  2. **Resolution to Adopt Final Budget for FY 2015**
  3. **Resolution to approve contract with SICOG for administration services of WIRB Grant received for Hurley Creek Watershed Project – to be paid from McKinley Park Restricted Gift Fund based on recommendation of the Park & Recreation Board**
  4. **Resolution to approve funding request drawdown from Hurley Creek/McKinley Lake Watershed Improvement Association WIRB Funds of \$8,000**
  5. **Resolution to approve the City making application for financial assistance with the United States Department of Agriculture Rural Development to finance the purchase of a new police cruiser**
  6. **Resolution to set a Public Hearing on February 18, 2014 at 6:00 p.m. for the purpose of accepting comment on the City making application for financial assistance with the USDA Rural Development to partially finance the purchase of a new police cruiser**
  7. **Resolution to approve contract with USA Entertainment Agency for Comedian Artists Dwayne Clark and Shawn Gregory for the McKinley Park Comedy Show Fundraiser February 22, 2014 based on recommendation of the Park & Recreation Board**

8. **Resolution** to approve contract with Revelation Tribute Corporation (David Williams) for \$2,000 plus security deposit of \$1,000 to hire Revelation for the Annual Concert in the Park on June 21, 2014, based on recommendation of the Park & Recreation Board
9. **Resolution** to approve contract with Change of Heart Tribute Band (Craig Shores) for \$1,500 plus security deposit of \$500 for the Annual Concert in the Park on June 21, 2014, based on recommendation of the Park & Recreation Board
10. **Resolution** to approve Agreement with IDOT for Traffic Safety Improvement Program Funding of \$4,200 to be used for equipment for Creston Speed & Traffic Volume Project
11. **Resolution** to deactivate the following accounting funds – Equipment Acquisition; Library Infrastructure; Restricted Gifts-Airport; Restricted Gifts-Skatepark; Safe Room

8. **Other**

9. **Adjournment**

REGULAR MEETING OF THE CRESTON CITY COUNCIL JANUARY 21, 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, Lybarger, Koets, Wilson, Levine, Winborn and White.

Wilson moved seconded by Levine to approve the agenda by changing Item 4 to read *"Motion to refer request from the Creston Middle School Student Government to change a street name from Parkway Street to Patriotic Parkway"* to the Planning & Zoning Committee. All voted aye. Motion declared carried.

Wilson moved seconded by White to approve the consent agenda, which included approval of minutes of January 7, 2014, regular meeting; claims of \$161,108.79; and liquor license renewal for Hayes' Concession Service. All voted aye. Motion declared carried.

During Public Forum, Lesa Downing, 6 – 12 Instructional Coach, Teacher and sponsor of the Student Government, introduced herself as well as Student Government co-sponsors Mrs. Carol King and Mrs. Wendy Hartsock. Creston Middle School Student Government representatives Faith Wilson, Trevor Downing, Jaedon Driskell, Tucker Flynn and Hunter Fry gave a brief presentation of their project.

Initially, a Veteran approached Mrs. Downing with the idea of changing the name of Parkway Street – a short connector street that links New York Ave. (US Hwy 34) and Park Street. Parkway Street is located on the north-easterly side of the Visitor's Center and the Freedom Rock. She then brought the idea up to her students. They discussed the idea and came up with the proposed name of Patriotic Parkway. They created a petition proposing the name change and collected approximately 160 signatures. They would like to have the name of Parkway Street changed to Patriotic Parkway to honor all Veterans and the class would donate the cost of the new street sign.

Mayor Woods announced that now is the time for a Public Hearing on the matter of the Airport Agricultural Land Lease. He asked if anyone wished to speak in favor of the lease; no one did. He asked if there was any written correspondence in favor of the lease; there was none. He asked if anyone wished to speak against the lease; no one did. He asked if there was any written correspondence against the lease; there was none. Mayor Woods then called the Public Hearing to a close.

A resolution was offered by Loudon seconded by Lybarger to accept bids and award the Airport Agricultural Land Lease for 95 acres to Colton Dunphy for \$310 per acre based on recommendation of the Airport Commission and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wilson, Levine, Winborn, White, Loudon and Lybarger voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by White to Adopt the Proposed Budget for FY 2015 and set a Public Hearing on February 4, 2014, at 6:00 p.m. for the Adoption of the Final Budget for FY 2015 and authorize the Mayor and Clerk to execute the

proper documentation. Loudon, Wilson, Levine, Winborn and White voted aye. Lybarger and Koets voted nay. Resolution declared passed.

Wilson moved seconded by Koets to refer a request from the Creston Middle School Student Government to change the street named Parkway Street to Patriotic Parkway to the Planning & Zoning Committee. All voted aye. Motion declared carried.

A resolution was offered by Wilson seconded by Levine to appoint Katie Carlton to the Creston Airport Commission with term expiring November 13, 2019 and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Lybarger, Koets, Wilson and Levine voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Loudon to reappoint Will Shields to the Civil Service Commission with term expiring April 1, 2018 and authorize the Mayor and Clerk to execute the proper documentation. Lybarger, Koets, Wilson, Levine, Winborn, White and Loudon voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Winborn to reappoint Alan Shaffer to the Board of Adjustment with term expiring July 1, 2017 and authorize the Mayor and Clerk to execute the proper documentation. White, Loudon, Lybarger, Koets, Wilson, Levine and Winborn voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by White to approve a Firm Fuel Agreement with Agriland FS for February 1, 2014 – December 31, 2014 and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Lybarger, Koets, Wilson, Levine, Winborn and White voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by White to approve a Professional Services Agreement with Calhoun-Burns and Associates for Phase I – Preliminary Design Phase Engineering for the Replacement of the Adams Street Bridge over Lake McKinley and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Lybarger, Koets, Wilson, Levine, Winborn and White voted aye. Resolution declared passed.

Wilson moved seconded by Loudon to Establish the Second Reading of Ordinance 14-149 – AN ORDINANCE AMENDING PROVISIONS PERTAINING TO GIVING OR TRANSACTING A CHANGE IN TITLE OR PROPERTY OWNERSHIP OF REAL PROPERTY by adding Sub-section 95.49.1A 1-12. Lybarger, Koets, Wilson, Levine, Winborn, White and Loudon voted aye. Second Reading declared Established.

Wilson moved seconded by White to Waive the Third and Final Reading of Ordinance 14-149 – AN ORDINANCE AMENDING PROVISIONS PERTAINING TO GIVING OR TRANSACTING A CHANGE IN TITLE OR PROPERTY OWNERSHIP OF REAL PROPERTY by adding Sub-section 95.49.1A 1-12. Loudon, Lybarger, Koets, Wilson, Levine, Winborn and White voted aye. Third and Final Reading declared Waived.

Wilson moved seconded by White to Establish the Third and Final Reading of Ordinance 14-149 – AN ORDINANCE AMENDING PROVISIONS PERTAINING TO GIVING OR TRANSACTING A CHANGE IN TITLE OR PROPERTY OWNERSHIP OF

REAL PROPERTY by adding Sub-section 95.49.1A 1-12. Lybarger, Koets, Wilson, Levine, Winborn, White and Loudon voted aye. Third and Final Reading declared Established.

Wilson moved seconded by Levine to Establish the Second Reading of Ordinance 14-150 – AN ORDINANCE AMENDING PROVISIONS PERTAINING TO SPEED ZONES by deleting Sub-section 3 of Section 63.04 and amending Sub-sections 2 and 4. Winborn, White, Loudon, Lybarger, Koets, Wilson and Levine voted aye. Second Reading declared Established.

Wilson moved seconded by Levine to Waive the Third and Final Reading of Ordinance 14-150 – AN ORDINANCE AMENDING PROVISIONS PERTAINING TO SPEED ZONES by deleting Sub-section 3 of Section 63.04 and amending Sub-sections 2 and 4. White, Loudon, Lybarger, Koets, Wilson, Levine and Winborn voted aye. Third and Final Reading declared Waived.

Wilson moved seconded by Levine to Establish the Third and Final Reading of Ordinance 14-150 – AN ORDINANCE AMENDING PROVISIONS PERTAINING TO SPEED ZONES by deleting Sub-section 3 of Section 63.04 and amending Sub-sections 2 and 4. Winborn, White, Loudon, Lybarger, Koets, Wilson and Levine voted aye. Third and Final Reading declared Established.

Wilson moved seconded by White to approve temporary partial street closings on May 10, 2014, at 8 a.m. for the 3<sup>rd</sup> Annual Southwest Iowa Provider Awareness 5K Run/Walk – from Cedar Street by Bunn-O-Matic to Townline Street, east to Osage Street, south to Howard Street, west to Cedar Street and north on Cedar Street to Bunn-O-Matic. All voted aye. Motion declared carried.

Under Other, Don Sonntag of Sonntag Development, and Dave Sturm of Snyder & Associates, gave a presentation of how they would develop the Cottonwood Subdivision Development area. Sonntag Development is a private developer and is interested in negotiating a contract with the City of Creston.

Loudon moved seconded by Winborn to adjourn the meeting. All voted aye. Motion declared carried. Council adjourned at 6:47 p.m.

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Mayor

Attest:

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City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUMS FEB '14	3,824.38
			TOTAL:	3,824.38
POL. PROTECTION	GENERAL FUND	CARPENTER UNIFORM CO &	BOOTS, HOLSTER, CUFF KEYS	304.54
			BOOTS, HOLSTER, CUFF KEYS	15.67
		WINDSTREAM	TELEPHONE	53.08
		KUCERA MD, TODD	CHEST XRAY-CARR	24.00
		OFFICE MACHINES	BINDER CLIPBOARDS	59.97
		SUNSET LAW ENFORCEMENT	HORNADY .223 AMMO	290.60
			HORNADY 223 AMMO	224.24
			TOTAL:	972.10
FIRE PROTECTION	GENERAL FUND	ALL FLAGS, LLC	1 IOWA FLAG	16.04
		DANKO EMERGENCY EQUIPMENT	RES-Q-ME	102.85
		FIRE SERVICE TRAINING BUREAU	FIRE SCHOOL	400.00
		WINDSTREAM	TELEPHONE	233.53
		PETTY CASH - FIRE	TRUE VALUE-ORING	0.27
			WALMART-TAPE	2.97
			NAPA-LIGHT E2	9.19
			ECHO - LIGHT BOX COVER R3	11.17
		WAL-MART COMMUNITY	INK CARTRIDGES	79.96
			TOTAL:	855.98
BUILDING & HSNG SAFETY	GENERAL FUND	WINDSTREAM	TELEPHONE	55.40
		IOWA ASSOC OF BLDG OFFICIALS	2014 MEMBERSHP-KEVIN	50.00
			2014 MEMBERSHIP-MIKE	20.00
		PETTY CASH - STREET	USPS-MAIL TUBE	3.99
			USPS-POSTAGE	8.85
			TOTAL:	138.24
ANIMAL CONTROL	GENERAL FUND	AKIN BUILDING CENTER	DOG POUND SUPPLIES	401.71
		IOWA DEPT OF AGRICULTURE & LAND STEWAR	ANM WELFARE LICENSING RENE	75.00
		WAL-MART COMMUNITY	SUPPLIES	49.26
		WILSON, TERESA	SUCCESSFUL ADOPTION	20.00
			TOTAL:	545.97
AIRPORT	GENERAL FUND	CLAPSADDLE-GARBER ASSOCIATES INC	AIRPORT LIGHTING IMPROV	985.00
			ENG SERV AIRPORT PVMT RPR	1,620.00
		WINDSTREAM	TELEPHONE	159.44
		SIRWA	WATER	33.00
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17
			TOTAL:	4,151.61
LIBRARY SERVICES	GENERAL FUND	COPY SYSTEMS INC	CONTRACT	24.72
		DES MOINES REGISTER	YEARLY SUBSCRIPTION	240.02
		ED M FELD EQUIP CO INC	SECURITY	90.00
		GALE CENGAGE LEARNING	CHRISTIAN & EDITORS	118.45
			CHRISTIAN & EDITORS	202.33
			CHRISTIAN & EDITORS	47.98
		WINDSTREAM	TELEPHONE	137.44
		ALLIANT ENERGY-INT PWR&LGHT	1001 W JEFFERSON-ELEC & GA	870.76
		INGRAM	BOOKS	30.44
			BOOKS	661.73
			BOOKS	30.06
		IOWA LIBRARY ASSOCIATION	SUE MEMBERSHIP	35.00
			MEMBERSHIPS	200.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MICROMARKETING LLC	BOOKS ON CD	24.95
		KONE INC (MOLINE)	CONTRACT	209.40
		NEW LORIMORIAN	SUBSCRIPTION	24.50
		LEON J DOROTHY	COMPUTER REPAIR-1171	62.00
		WAL-MART COMMUNITY	CRAFT SUPPLIES	9.06
			SUPPLIES	35.40
			TOTAL:	3,054.24
PARKS	GENERAL FUND	AKIN BUILDING CENTER	LATEX PAINT	93.52
		ALL FLAGS, LLC	3 IOWA FLAGS	46.12
			3 POW FLAGS	84.77
		CRESTON CITY WATER WORKS	WATER-HISATORICAL COMPLEX	9.07
			WATER-MCKINLEY PARK	9.07
		WINDSTREAM	TELEPHONE	51.10
		CRESTON MOTOR SUPPLY INC	GREASE WIRE& LAMPS	61.68
		PETTY CASH - RECREATION	FARM & HOME-PAINT/TAPE	17.87
			BARKERS-SPRAY PAINT	18.20
		K & J HARDWARE INC	SPRAY PAINT	30.92
			TOTAL:	424.32
RECREATION	GENERAL FUND	WINDSTREAM	TELEPHONE	55.40
			TOTAL:	55.40
CEMETERY	GENERAL FUND	WINDSTREAM	TELEPHONE	53.08
		SIRWA	WATER	33.00
		K & J HARDWARE INC	4 LP REFILLS	59.97
			TOTAL:	146.05
SWIMMING POOL	GENERAL FUND	WINDSTREAM	TELEPHONE	33.36
			TOTAL:	33.36
ADMINISTRATIVE	GENERAL FUND	WOODS, WARREN	TRANSP DAY MILEAGE & MEAL	100.25
		PETTY CASH - STREET	AKIN-DOOR STOP	6.79
			TOTAL:	107.04
FINANCIAL ADMINISTRATN	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-1707 W ADAMS	20.41
		NEWTEK TECHNOLOGY SERVICES	3 MONTH SVC CITY WEBSITE	50.85
		WINDSTREAM	TELEPHONE	366.80
		ALLIANT ENERGY-INT PWR&LGHT	ELEC/GAS - 1707 W ADAMS	235.41
		OFFICE DEPOT	OFFICE SUPPLIES	9.02
			TOTAL:	682.49
LEGAL SERVICES	GENERAL FUND	AHLERS & COONEY, P.C.	PROF. SVCS	473.10
			TOTAL:	473.10
CITY HALL	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-CITY HALL	20.41
		OFFICE MACHINES	SCOTT TOILET PAPER-2CS	60.04
		PETTY CASH - STREET	AKIN-THERMOSTAT	29.99
			ECHO-LIGHT BULBS	36.18
			TRUE VALUE-PHONE CORD	5.49
			TOTAL:	152.11
INSURANCE (GENERAL)	GENERAL FUND	CRESTON CITY WATER WORKS	SAFETY REIMBURSEMENT	3,025.82
		EMC INSURANCE COMPANIES	WORKERS COMP-MOWER/POOLMAN	759.08
			TOTAL:	3,784.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
COMMUNITY CENTER MAINT	COMMUNITY CENTER	EXCEL MECHANICAL CO., INC.	REPLACE YMCA BOILER	10,900.00
			TOTAL:	10,900.00
NON-DEPARTMENTAL	ROAD USE TAX	TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUMS FEB '14	1,100.57
			TOTAL:	1,100.57
ROAD MAINTENANCE	ROAD USE TAX	ARAMARK UNIFORM & CAREER APPAREL GROUP	LAUNDRY SERVICE	30.42
		CRESTON CITY WATER WORKS	WATER-SHOP	12.96
			WATER-BARN	13.28
		FARM & HOME SUPPLY INC	GRADE 2 BOLTS-STOP SIGNS	13.52
		FARMERS COOPERATIVE CO	4QT TORDON	60.80
		WINDSTREAM	TELEPHONE	172.10
		GREATER REG MEDICAL CNTR	HEP B SHOT-SPENCER	73.00
		CRESTON MOTOR SUPPLY INC	FUEL FILTERS	19.74
			OIL FILTERS, GREASE	87.56
			SUPPLIES	338.87
			CAR WASH	55.67
			SPOT LIGHT	33.98
			REPAIR HYD HOSES-SKID	71.78
			2 BOTTLES GAS	80.45
			FILTERS & OIL	319.52
			HITCH PIN, SPRAY BTL	5.78
		PETTY CASH - STREET	PETZNIK-DAY MINDER '14	24.89
		SERVICE TECHS INC	OIL & SHARPEN SAW	67.96
			16" BAR & SHARPEN CHAINS	24.00
			BAR & CHAIN	102.18
			PLUG & SHARPEN CHAIN	25.14
			REPAIR POLE SAW	225.07
			2 CHAINS, SHARPEN SAW	36.00
		SCHILDBERG CONSTRUCTION COMPANY INC	84.36T CLASS D ROAD ROCK	953.27
			39.34T CLASS D ROAD ROCK	444.55
			118.22T CLASS D ROAD ROCK	1,335.92
			22.01T CLASS D ROAD ROCK	248.71
			79.64T CLASS D ROAD ROCK	899.93
			90.13T CLASS D ROAD ROCK	1,018.47
			235.39T	2,659.92
			31.12T CLASS D ROAD ROCK	351.65
			22.68T CLASS D ROAD ROCK	256.28
			117.66T CLASS D ROAD ROCK	1,329.57
			31.11T CLASS D ROAD ROCK	351.55
			93.11T CLASS D ROAD ROCK	1,052.16
		K & J HARDWARE INC	36" THRESHOLD	23.99
			HAMM BIT	7.49
			TOTAL:	12,828.13
SNOW AND ICE CONTROL	ROAD USE TAX	INDEPENDENT SALT COMPANY	25T ROCK SALT	1,477.51
			25T ROCK SALT	1,616.90
		WINTER EQUIPMENT CO INC	6 CURB GUARDS	327.06
			TOTAL:	3,421.47
ADMIN-STREETS(ENGINR)	ROAD USE TAX	WINDSTREAM	TELEPHONE	55.40
			TOTAL:	55.40
EL	AGING INSURANCE PAYROLL TAX BENEFIT	TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUMS FEB '14	18,660.60
		TOTAL ADMINISTRATIVE SERVICES CORP	SVC PERIOD 3/1/14-3/31/14	127.00
			TOTAL:	18,787.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
MC KINLEY PARK RENOVAT	RESTRICTED GIFTS-M	CRAIG SHORES DBA CHANGE OF HEART TRIBU	DEPOSIT-PARTY IN PARK	500.00
		BUILTNETWORKS	MCKINLEY WEBSITE HOSTING	80.00
			TOTAL:	580.00
LIBRARY(RESTRICTED GIF	RESTRICTED GIFTS-L	MARGARET ELLEN KOLESIK	FUNDRAISING CONSULTANT	2,500.00
		INGRAM	BOOKS - COUNTY MONEY	541.58
			RTN BOOKS	25.85-
			BOOKS - COUNTY MONEY	538.84
			BOOKS - COUNTY MONEY	9.77
			ISSB BOOKS	180.43
			BOOKS - COUNTY MONEY	15.52
			ISSB BOOKS	28.17
			BOOKS - COUNTY MONEY	9.77
			ISSB BOOKS	23.86
			ISSB BOOKS	27.57
		TYLER INSURANCE SERVICES INC	LIBRARY DONATED HOUSE-INS	112.00
			TOTAL:	3,961.66
NON-DEPARTMENTAL	SEWER OPERATING FU	TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUMS FEB '14	656.55
			TOTAL:	656.55
SANITARY SEWER/WASTWTR	SEWER OPERATING FU	AKIN BUILDING CENTER	SUPPLIES	65.50
		B M SALES	1 CASE TOWELS	47.50
		CENTRAL PUMP & MOTOR	PUMP REPAIR	3,109.10
		CRESTON CITY WATER WORKS	WATER-WWTP	373.40
		FASTENAL	2 KEYWAYS	6.04
		WINDSTREAM	TELEPHONE	409.53
		HACH COMPANY	TESTING SUPPLIES	480.65
			TESTING SUPPLIES	59.55
		HAWKINS INC.	55 GAL POLYMER, B500	2,726.50
		IAWEA	BIOSOLIDS SCHOOL-MIKEJIM	190.00
		INDACOM ELECTRICAL SERVICE LLC	REPAIR SOUTH LIFT STATION	1,075.00
		CRESTON MOTOR SUPPLY INC	1BOX HOSE	94.86
		OFFICE DEPOT	OFFICE SUPPLIES	42.78
		PETTY CASH - SANITATION	NAPA-GREASE FITTINGS & CLA	19.40
			FARM & HOME-BUSHING, COUPL	52.68
			USPS-POSTAGE	10.95
		UPS	POSTAGE	33.88
			POSTAGE	18.35
		USA BLUE BOOK	EARPLUGS & FRT	77.35
			TOTAL:	8,893.02
ANIMAL CONTROL	ANIMAL SHELTER *AG	CRESTON VET CLINIC PC	SPAY CAT WILSON	55.00
			SPAY DOG TULLIS	75.00
			EXAM TEST, SAMSON RILEY	57.05
		DOWNEY, MYCALE	ARL & GAS REIMBURSEMENT	90.00
		SOUTHERN HILLS VET SVC INC	TEST VACC POUND CAT	55.25
			EXAM, TREAT CAT ALVA	38.50
			TOTAL:	370.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====			
001	GENERAL FUND		19,401.29
006	COMMUNITY CENTER		10,900.00
110	ROAD USE TAX		17,405.57
112	PAYROLL TAX BENEFIT		18,787.60
166	RESTRICTED GIFTS-MCKNLY P		580.00
167	RESTRICTED GIFTS-LIBRARY		3,961.66
610	SEWER OPERATING FUND		9,549.57
953	ANIMAL SHELTER *AGENCY FU		370.80
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	GRAND TOTAL:		80,956.49
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TOTAL PAGES: 5

CITY OF CRESTON  
MANUAL CHECKS/DEBITS - PERIOD ENDING 02/04/2014

**SELF FUNDING INSURANCE**

KABEL	FLEX	95.00
TRISTAR BENEFIT	INV CHECK RUN	3,185.18
TRISTAR BENEFIT	INV CHECK RUN	24,421.10
<b>SELF FUNDING INSURANCE</b>	<b>TOTAL</b>	<b>27,701.28</b>

**FINANCE DEPARTMENT**

UNION CO RECORDER	RECORDING FEES	37.00
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**FINANCE DEPARTMENT**

<b>TOTAL</b>	<b>37.00</b>
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**PARK DEPARTMENT**

USA ENTERTAINMENT AGENCY

**PARK DEPARTMENT**

COMEDIAN DEPOSIT	450.00
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<b>TOTAL</b>	<b>450.00</b>
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**MANUAL CHECKS/DEBITS TOTAL**

<b>28,188.28</b>
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**AGREEMENT FOR SERVICES  
BETWEEN  
CITY OF CRESTON, IOWA  
AND  
THE SOUTHERN IOWA COUNCIL OF GOVERNMENTS**

City of Creston, (hereinafter referred to as the Grantee) requires assistance in the administration of the Iowa Watershed Improvement Review Board Grant funds, generated as a result of the Watershed Improvement Review Board (WIRB) grant application relative to the Hurley Creek Watershed Project - City of Creston (contract number 1321-010). SICOG will be the Administrator.

SICOG will perform Administrator services for the recipient – City of Creston, Iowa.

In mutual consideration of the promises set forth in this agreement, it is therefore agreed as follows:

**SECTION 1. Scope of Services**

The Administrator shall provide the services necessary to fulfill the requirements established in the related contract(s) from the Iowa Department of Agriculture – Iowa Watershed Improvement Board as provided by Iowa Code Chapter 266A, as outlined in the attached Grant Agreement. SICOG staff will provide work under this agreement, as they have the expertise to perform the services requested.

**SECTION 2. Time of Performance**

The work under this Contract shall begin as of January 1, 2014. The completion date of the contract will be consistent with the completion date of the WIRB contract.

**SECTION 3. Personnel**

The parties intend that an independent contractor-purchaser of service relationship will be created by this Contract. The Grantee is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Administrator. The Administrator will not be considered an agent or employee of the Grantee for any purpose.

**SECTION 4. Method of Payment**

The Grantee shall pay the Administrator for the work under this Contract on the following schedule:

- a. The recipient shall submit invoice(s) that include SICOG expenses to the Grantee. The Grantee will then request reimbursement from WIRB. Once received, the Grantee will pay SICOG.
- b. The Grantee may only pay the recipient based upon the invoice(s). The payment shall not exceed \$3,500.00.
- c. The Administrator shall be paid a lump sum fee for all work performed, as allowed under WIRB guidelines.
- d. The Grantee must approve and authorize all Administrator invoices and expenses prior to payment.

#### SECTION 5. Amendments

Any amendments or changes to this Contract must be in writing and mutually agreed to by the Administrator and the Grantee.

The Mayor is the official authorized to execute any changes in the terms, conditions, or amounts specified in this Contract.

The SICOG Executive Director is the official authorized to execute any changes in the terms, conditions, or amounts specified in this Contract, on behalf of the Administrator.

#### SECTION 6. Termination Clause

Either party assigned hereto shall have the authority to terminate this Contract, by notifying the other party by registered mail at least sixty-days (60) prior to the effective termination date. Administrator will be paid for the time provided and expenses incurred up to the termination date.

#### SECTION 7. Saving Clause

Should any provision of this Contract be deemed unenforceable by a court of law, all of the other provisions shall remain in effect.

#### SECTION 8. Entire Agreement Statement

This Contract contains the entire agreement between the Grantee and Administrator for the purpose of performing tasks, as outlined in the attached Scope of Work. There are no other written or oral agreements, understandings, or contracts that shall take precedence over the items contained herein, unless they have been made a part of this Contract per Section 5.

SECTION 9. Hold Harmless

The Grantee shall hold harmless, waive, and indemnify the Administrator against all claims, liabilities, and costs, including reasonable attorney fees, of defending any claim or suit, including those by any third party, arising out of the services provided by Administrator, except to the extent caused by the gross negligence or willful misconduct of Administrator or its employees. In no event shall Administrator be liable to the Grantee for lost revenues of the Grantee, or special or consequential damages, even if the Administrator has been advised of the possibility of such damages. The Administrator's total liability under this Agreement for damages, costs and expenses, regardless of cause, shall not exceed the total amount of fees paid to Administrator by the Grantee under this Agreement or under the WIRB agreement(s).

City of Creston, Iowa  
GRANTEE

SOUTHERN IOWA  
COUNCIL OF GOVERNMENTS,  
ADMINISTRATOR

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
SICOG, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Watershed Improvement Fund Funding Request Form

Watershed Improvement Review Board  
IDALS - Division of Soil Conservation  
502 E 9<sup>th</sup> Street  
Des Moines, Iowa 50319

<b>Watershed Name:</b>	1321-010 Hurley Creek McKinley Lake Watershed	<b>State Vendor ID #</b>	
<b>Make Check Payable to:</b>	City of Creston		
<b>Mailing Address:</b>	116 W Adams Street	641-782-2000	
<b>City, State, Zip:</b>	Creston IA 50801		
<b>Total Project Length:</b>	January 1, 2014	to	February 28, 2017
<b>Funding Request Period:</b>	January 1, 2014	to	June 30, 2014
	(Date)		(Date)

Fill in the shaded columns below labeled 'Requested Amount', 'Cumulative Expended to Date' and 'Obligated Funds'

Budget Items	Grant Agreement Amount	Cumulative Prior Requests	Requested Amount	Grant Agreement Balance	Cumulative Expended to Date	Obligated Funds
Contractual-Engineering (up to 20% of costs)	\$11,500.00	\$0.00	\$5,000.00	\$6,500.00	\$0.00	\$0.00
Contractual-Grant Management	\$3,500.00	\$0.00	\$0.00	\$3,500.00	\$0.00	\$0.00
Information and Education Activities (up to 50% of costs)	\$2,500.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$0.00
Planning/Environmental/Permits (up to 41% of costs)	\$6,000.00	\$0.00	\$3,000.00	\$3,000.00	\$0.00	\$0.00
Wetland Restoration and Enhancement (up to 58% cost-share)	\$255,400.00	\$0.00	\$0.00	\$255,400.00	\$0.00	\$0.00
Riparian Buffers (up to 50% cost-share)	\$2,250.00	\$0.00	\$0.00	\$2,250.00	\$0.00	\$0.00
Grass Waterways (up to 50% cost-share)	\$2,250.00	\$0.00	\$0.00	\$2,250.00	\$0.00	\$0.00
Temporary Erosion Control (up to 54% of costs)	\$11,600.00	\$0.00	\$0.00	\$11,600.00	\$0.00	\$0.00
Urban Infiltration Practices (up to 50% cost-share)	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00
<b>Total Amounts:</b>	<b>\$300,000.00</b>	<b>\$0.00</b>		<b>\$292,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>Total Request Amount:</b>		<b>\$8,000.00</b>			

**Retention Amount: \$ 30,000.00**

By affixing his/her signature, the authorized watershed official certifies that the item(s) for which funding is/are being requested is/are necessary, appropriate, and applicable to this project and the project grant agreement.

<u>Warren Woods</u> Authorized Watershed Official Name: (print)	<u>Mayor</u> Title (print)
Signature:	Date: <u>02/04/2014</u>

The Board approved this funding request on motion # _____	on _____
Signature: Robert Ballou, Chair Watershed Improvement Review Board	(date)
	(date)

**USA Entertainment Agency Management Letter of Agreement**

Agreement made this day 1-4-14 between USA Entertainment Agency (UEA) and ~~Chris~~ <sup>CRESTON PARK 1/2</sup> Lane (hereinafter referred to as Purchaser). It is mutually agreed between the parties as follows: The Purchaser hereby engages UEA and UEA agrees to furnish the entertainment presentation hereinafter decied, upon all terms and conditions set forth, including those attached or otherwise entitled "Rider and/or Additional Terms and Conditions".

Artist : Comedians Dwayne Clark and Shawn Gregory

Performing for : Fundraiser to restore city park

Location – Eagles Lodge 300 E Montgomery St Creston IA

Date: Saturday February 22<sup>nd</sup>, 2014

Duration and Showtime: 65-75 minute show – Start time 8 PM

Rider Needs : Stage that is at least 8 feet wide and 10 feet long- 1-2 feet high –Need a good sound system for show with a mic in a straight mic stand – no ceiling speakers please= Need a mixing board so artist can plug in his guitar or mic it

Full Agreed upon Price \$900.00

**Other Terms :**

All Payments shall be paid by purchaser by certified check, money order, bank draft, company check, or cash to USA Entertainment Agency as follows :

Deposit : \$450.00

Due: January 15<sup>th</sup>, 2014

Balance : \$450..00

Due : February 22<sup>nd</sup>, 2014 Mail to PO Box

Deposit is non-refundable except in event of sickness or accident to artist.

Purchased By _____	Artist/Agent _____
<del>Chris Lane 641-202-2384</del>	USA Entertainment Agency
<del>206 N Elm St</del>	PO Box 308
<del>Creston Iowa 50801</del>	Fairfax IA 52228

Creston PARK + Rec. BOARD  
c/o City of Creston  
PO Box 449  
Creston, IA 50801

REVELATION TRIBUTE CORP.--CONTRACT

Address all correspondence and return signed contracts to:  
Revelation Tribute Corp. TAX ID-61-1583418  
David Williams

7631 Pennsylvania Ave.  
Kansas City, Mo. 64114

Phone: 816-213-7085

THIS CONTRACT is for persona services of musicians on the engagement described below, made this day 13<sup>th</sup> of January 2014, between the undersigned purchaser of music (herein called PURCHASER) and ARTIST(S), including the Leader, The ARTIST is engaged severally on the terms and musicians already designated have agreed to be bound by said terms and conditions.

- 1. ARTIST: REVELATION
- 2. TYPE OF ENGAGEMENT: CONCERT
- 3. PLACE OF ENGAGEMENT: PARTY IN THE PARK, MCKINLEY PARK, BAND SHELL CRESTON, IOWA 50801.
- 4. DATE (S) OF ENGAGEMENT: Saturday June 21<sup>st</sup>, 2014
- 5. HOURS OF ENGAGEMENT: One 90 minute set
- 6. FULL WAGES ENTERED UPON: 3,000.00 and No/100's Artist to provide back line. Artist to advance arrival time with Todd Kinkade 3-4 days out. Artist to complete sound check (TBA) ARTIST ARE TO BE PAID RAIN OR SHINE.

PAYMENT TO BE MADE AS FOLLOWS:

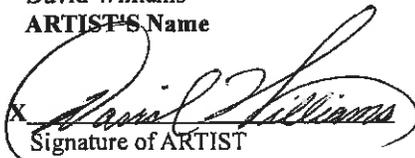
- (A) \$1,000.00 (One Thousand and No/100's) Deposit to be paid at least 30 (Thirty) Days prior to the scheduled event. \$2000.00 (Two Thousand and No/100's) to be paid to ARTIST day of at the... conclusion of the engagement in CASH or by CERTIFIED CHECK made payable to David Williams
- 7. The agreement of the ARTIST to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, Act of God, or any legitimate condition beyond their control.
- 8. The agreement of the PURCHASER to employ the ARTIST is subject to proven detention by sickness, accidents, riots, strikes, epidemics, Act of God, or any legitimate conditions beyond their control.
- 9. This contract, and the terms and conditions herein, may be enforced by the PURCHASER and and by each ARTIST who is a party to this contract or whose name appears on the contract or who has, in fact, performed the engagement contracted for and by the members of each ARTIST.
- 10. All claims and disputes which may arise between PURCHASER and ARTIST (S) regarding the application or interpretation of any of the terms or conditions of this contract, including any disputes between the parties as to their respective obligations and responsibilities hereunder, shall be referred exclusively to binding arbitration.

WITNESS WHEREOF, the parties hereunder have hereto set their names and seals on the day, year above written FOR JEFFERSON CITY C.C.

City of Creston and Parks and Recreation

John Kawa-Chairman  
Warren Woods-Mayor  
PURCHASER'S Name

David Williams  
ARTIST'S Name

X   
Signature of ARTIST

X \_\_\_\_\_  
Signature of PURCHASER

116 W. Adams St. P.O. Box 449  
PURCHASER'S Address

7631 PENNSYLVANIA AVE.  
ARTIST Address

Creston, IA 50801  
PURCHASER'S City, State, Zip  
(641)-782-2000 ext. 5  
PURCHASER'S Telephone

KANSAS CITY, MO. 64114  
ARTIST'S City, State, Zip  
(816) 213-7085  
ARTIST'S Telephone

Commencement of engagement together with physical delivery of this contract is deemed to be in acceptance of all terms by the PURCHASER and ARTIST(S) or key artist personnel.

Craig Shores dba  
Change of Heart Tribute Band  
P.O. BOX 46721  
Kansas City, MO. 64188  
913-985-2523



HEARTBANDKC.COM  
or on YOUTUBE.COM @  
CHANGE OF HEART TRIBUTE BAND  
craigshores@kc.rr.com

Fed ID 43-1522784

## ENGAGEMENT CONTRACT AGREEMENT

THIS CONTRACT made this 9<sup>th</sup> day of January, 2014;  
Between Change of Heart / COH (herein referred to as "ARTIST") and  
CITY OF CRESTON (herein referred to as "PURCHASER").

This contract agreement between ARTIST and PURCHASER is a binding contract to the terms and conditions stated herein. The PURCHASER hereby engages the ARTIST, and the ARTIST hereby agrees to perform according to the terms and conditions stated within this contract.

- ARTIST provides stage gear only (personal instruments)
- PURCHASER provides full production (sound & lights) (food & bev)
- LOCATION Creston Iowa Parks & Rec. (4 rooms)
- TYPE OF SHOW Party In The Park McKinley Park
- DATES June 21, 2014
- HOURS 90 min. show set
- COMPENSATION \$2000.<sup>00</sup> Two thousand (4 rooms) (meal)

All payments shall be made by Certified Check, Money Order, or cash as follows: Five hundred  
\$ 500.<sup>00</sup> shall be paid by PURCHASER as a security deposit to the ARTIST no later than  
Feb. 1<sup>st</sup> 2014.

\$ 1500.<sup>00</sup> shall be paid by PURCHASER as final payment to ARTIST before scheduled performance time in full.  
ARTIST TO BE PAID RAIN OR SHINE. Fifteen hundred

ARTIST agrees to be READY, WILLING, and ABLE to perform as instructed by PURCHASER in accordance to safety regulations; not to subject equipment or human life to any dangers with electricity or any Acts of God or other natural disasters or unforeseen conditions. The agreement of the ARTIST to perform, and the agreement of the PURCHASER to employ the ARTIST is subject to proven detention by riots, strikes, accidents, natural disaster, epidemics, Acts of God, or any legitimate conditions beyond their control. All claims and disputes which may arise between PURCHASER and ARTIST regarding the application or interpretation of any of the terms or conditions of the Contract, including any disputes between the parties as to their respective obligations and responsibilities hereunder, shall be referred exclusively to binding arbitration. PURCHASER is required to give (30) days/ (1) month notice in case of cancellation of performance, or forfeit full contract wages. ARTIST will retain full deposit in case of performance cancellation, by PURCHASER.

City of Creston Park and Recreation  
NAME OF PURCHASER JOHN KAWA - CHAIRMAN  
WARREN WOODS - MAYOR

Craig Shores dba COH  
NAME OF ARTIST

X  
SIGNATURE OF PURCHASER

Craig Shores dba COH  
SIGNATURE OF ARTIST

116 W. Adam St. P.O. Box 449 Creston, IA 50801  
ADDRESS OF PURCHASER

PO BOX 46721 KCMO 64188  
ADDRESS OF ARTIST

641-782-2000 ext. 5  
TELEPHONE # OF PURCHASER

816 746-4500  
TELEPHONE # OF ARTIST

**IOWA DEPARTMENT OF TRANSPORTATION  
AGREEMENT FOR TRAFFIC SAFETY IMPROVEMENT PROGRAM FUNDING**

This agreement is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the City of Creston, Iowa, hereinafter designated the "Recipient". The Recipient submitted an application to the DOT for funding through the Traffic Safety Improvement Program under Iowa Code Section 312.2(11), and the application was approved by Transportation Commission Order No. H-2013-21 on, November 13, 2012.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules, the DOT agrees to provide funding to the Recipient to aid in the development of a certain traffic safety improvement project.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

**1. Project Information**

- a. All notices required under this agreement shall be made in writing to the DOT's and/or the Recipient's contact person. The DOT's contact person shall be the program administrator.
- b. The Recipient shall be responsible for the development and completion of the following described Traffic Safety improvement project located in Creston:

Provide equipment for Creston Speed and Traffic Volume Project consisting of:  
Radar Recorder  
(2) Batteries  
Battery Charger  
Mounting Kit  
TRAXPRO Software  
Blue Tooth Capability

**2. Project Costs**

- a. Eligible project costs for the project described in Section 1 of this agreement which are incurred after the effective date of Commission Approval shall be paid from Traffic Safety Funds and other funds as listed below, subject to the execution of a signed agreement:

Low Cost Safety Improvement Funds: \$4,200.00

- b. The portion of the total project costs paid by Traffic Safety Funds shall not exceed the amount stated above or the actual cost of the Traffic Safety Improvement Program eligible items, whichever is the smaller amount.
- c. Project activities or costs eligible for TSIP funds include only the cost of materials purchased for initial installation of traffic control devices or replacement of obsolete traffic control devices to comply with the applicable warrants in the Manual on Uniform Traffic Control Devices (MUTCD) adopted in 761 Iowa Administrative Code 130.1(321).

**3. Payments and Reimbursements**

- a. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. Reimbursement will require an invoice of the purchased material and proof that payment (copy of returned check) was made.  
Department of Transportation's Program Administrator will initiate the reimbursement voucher.

**4. General Provisions**

- a. The Recipient agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, or inspection of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews, and funding participation.
- b. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
- c. This agreement is not assignable without the prior written consent of the DOT.
- d. It is the intent of both parties that no third party beneficiaries be created by this agreement.
- e. When not in use by the City, area communities may request and the City may grant permission to use the equipment on a temporary basis.

IN WITNESS WHEREOF, each of the parties hereto has executed the Agreement as of the date shown opposite its signature below.

**City of Creston, Iowa:**

By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
Title: \_\_\_\_\_

I, \_\_\_\_\_, certify that I am the Clerk of the City, and that \_\_\_\_\_, who signed said Agreement for and on behalf of the City was duly authorized to execute the same by virtue of a formal Resolution duly passed and adopted by the City, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
City Clerk of Creston, Iowa

**Iowa Department of Transportation:**

By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
Steve J. Gent  
Director,  
Office of Traffic and Safety