

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, March 4, 2014**  
**6:00 p.m.**  
**02/28/2014 2:18 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:** February 18, 2014 – Regular Meeting
  2. **Claims & Fund Transfers:** Total Claims - \$63,220.36
  3. **Liquor Licenses:** Sidetracked Again – Class C Renewal
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 purpose of accepting comment on Ordinance No. 14-151 AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING CHAPTER 136, SECTION 03, AND ADDING NEW SUB-SECTIONS 4 AND 5 – PROVISIONS PERTAINING TO SIDEWALK REGULATIONS
  2. **Establish First Reading** on Ordinance No. 14-151 AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING CHAPTER 136, SECTION 03, AND ADDING NEW SUB-SECTIONS 4 AND 5 – PROVISIONS PERTAINING TO SIDEWALK REGULATIONS
  3. **Discussion** on amendments of Chapter 10 – Commercial Property Tax Exemptions
  4. **Resolution** to set a Public Hearing for March 18, 2014 at 6:00 p.m. for the purpose of accepting comment on Ordinance No. 14-152 AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING CHAPTER 10 – PROVISIONS PERTAINING TO COMMERCIAL PROPERTY TAX EXEMPTIONS
  5. **Resolution** to reappoint Galen Zumbach to the Creston Civil Service Commission
  6. **Resolution** to accept FY2014 Immediate Safety Enhancement Grant for \$3,150 for Creston Municipal Airport
  7. **Resolution** to approve Engineering Services Agreement with Clapsaddle-Garber Associates for the Runway End 34 Obstruction Survey Project for \$4,500
  8. **Discuss and possibly take action** on request to open Park Street north of Howard Street
8. **Other**
9. **Adjournment**

## REGULAR MEETING OF THE CRESTON CITY COUNCIL FEBRUARY 18, 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 Loudon to approve the agenda. All voted aye. Motion declared carried.

Wilson moved seconded by White to approve the consent agenda, which included approval of minutes of February 4, 2014, regular meeting; claims of \$77,247.75; liquor license renewals for Dollar General and Wal-Mart; resignation from Kim Whittington as Airport Commissioner. All voted aye. Motion declared carried.

No one spoke during Public Forum.

Mayor Woods announced that now is the time for a Public Hearing on the matter of making application for financial assistance with the USDA Rural Development to partially finance the purchase of a new police cruiser. He asked if anyone wished to speak in favor of the application; no one did. He asked if there was any written correspondence in favor of the application; there was none. He asked if anyone wished to speak against the application; no one did. He asked if there was any written correspondence against the application; there was none. Mayor Woods then called the Public Hearing to a close.

A resolution was offered by Wilson seconded by White to approve Construction Payment #3 of \$3,415.22 to Kimrey Electric for work completed on the Airport Lighting Improvements Project 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 an Immediate Safety Enhancement (ISE) Application for Creston Municipal Airport for an existing height limitation easement for the approach to runway end 34 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 Loudon seconded by Wilson to set bid date for March 13, 2014 at 2:00 p.m. and Public Hearing and Bid Letting on March 18, 2014 at 6:00 p.m. for the Airport Pavement Maintenance Project and authorize the Mayor and Clerk to execute the proper documentation. Levine, Winborn, White, Loudon, Lybarger, Koets and Wilson voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by White to approve the appointment of Tadd Carr to the Airport Commission with term expiring November 11, 2015 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 Levine to approve a Revised Professional Services Agreement with Calhoun-Burns & 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. Winborn, White, Loudon, Lybarger, Koets, Wilson and Levine voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Levine to approve a request from Creston Middle School Government Class to change the name of Parkway Street to Patriotic Parkway based on recommendation of the Planning & Zoning Commission 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 White to set a Public Hearing on March 4, 2014 at 6:00 p.m. for the purpose of accepting comment on Ordinance No. 14-151 AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING CHAPTER 136, SECTION 03, AND ADDING NEW SUB-SECTIONS 4 AND 5 – PROVISIONS PERTAINING TO SIDEWALK REGULATIONS 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 request was received by the City of Creston to open Park Street north of Howard Street. The request was for a seal-coated surface street. Public Works Director Kevin Kruse provided a preliminary estimate of dirt work, survey work, rock base for street and seal coat surface totaling \$27,500.00. No other public improvements are included in this preliminary estimate.

Council has requested more information be provided and are willing to work out further details for this request.

City Administrator Mike Taylor spoke to Council regarding Chapter 10 – Commercial Property Tax Exemptions of the Code of Ordinances of the City of Creston. Because this expired December 31, 2013, he asked if this is something they want to reinstate, and if so, they need to consider the length of time, the tax exemption schedule, the verbiage, etc.

Tim Ostroski, Executive Director of SICOG, explained that for other cities they have written these ordinances for, they normally put in a sunset of five years and if the Council votes to end it after the five years, they can, otherwise it automatically renews.

It was recommended to gather state-wide information and put this on the agenda for the next regularly scheduled council meeting.

There was more discussion of the Cottonwood Subdivision and Sonntag Development's proposed offer to develop the subdivision. Tionna Pooler, of Independent Public Advisors, LLC, provided Council with several different scenarios regarding how and what the City would be able to use regarding Tax Increment Financing (TIF) to help pay back any debt levying the City might have to do for this development. After much discussion, it was the consensus of the Council to continue moving forward to come to some type of agreement for the development.

Public Works Director Kevin Kruse reminded Council of the upcoming Introduction to Planning & Zoning Workshop on Tuesday, April 22<sup>nd</sup>, from 5:30 p.m. – 8:45 p.m., and asked them to let him know by March 7<sup>th</sup> if they were attending so he could get the registration sent in.

Loudon moved seconded by Winborn to adjourn the meeting. All voted aye. Motion declared carried. Council adjourned at 6:59 p.m.

---

Mayor

Attest:

---

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUMS MARCH	2,537.34
			TOTAL:	2,537.34
POLICE PROTECTION	GENERAL FUND	GALLS INCORPORATED	ATAC BOOTS- SGT HENRY	113.98
		WINDSTREAM	TELEPHONE	53.08
		PETTY CASH - POLICE	10" ICE SCRAPER	8.95
			USPS CERT MAIL	23.38
			TOTAL:	199.39
FIRE PROTECTION	GENERAL FUND	CRESTON CITY WATER WORKS	FIRE STATION WATER	22.68
		CRESTON PUBLISHING CO	1 YR RENEWAL- FIRE STATION	114.00
		CRESTON PROF FIREFIGHTERS	EXTINGUISHER POWDER	166.40
		ED M FELD EQUIP CO INC	SPANNER WRENCHES, STRAPS	274.00
		WINDSTREAM	TELEPHONE	233.53
		JACKSON, TODD	REIMBURSEMENT	199.87
			TOTAL:	1,010.48
BUILDNG ■ HSNQ SAFETY	GENERAL FUND	WINDSTREAM	TELEPHONE	55.40
		GREATER REG MEDICAL CNTR	RANDOM DRUG SCREEN	28.00
		OFFICE DEPOT	OFFICE SUPPLIES	110.08
			TOTAL:	193.48
ANIMAL CONTROL	GENERAL FUND	SEAGO, SHERRI	SUCCESSFUL ADOPTION	20.00
		WAL-MART COMMUNITY	CAT LITTER	12.59
			TAPE	6.74
			TOTAL:	39.33
A'	GENERAL FUND	CLAPSADDLE-GARBER ASSOCIATES INC	ENG SERV AIRPORT PVMT RPR	2,160.00
		WINDSTREAM	TELEPHONE	159.44
		SIRWA	CEMETARY, AIRPORT WATER	33.00
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17
			TOTAL:	3,706.61
LIBRARY SERVICES	GENERAL FUND	COPY SYSTEMS INC	MONTHLY CONTRACT	24.72
		CRESTON CITY WATER WORKS	LIBRARY WATER	9.07
		WINDSTREAM	TELEPHONE	137.44
		ALLIANT ENERGY-INT PWR&LGHT	1001 W. JEFFERSON-ELEC/GAS	2,992.73
		INGRAM	BOOKS	161.37
			BOOKS	59.90
			BOOKS	43.11
			BOOKS	134.97
		IOWA LIBRARY ASSOCIATION	SUE'S MEMBERSHIP	30.00
		MICROMARKETING LLC	BOOKS ON CD'S	141.89
			BOOKS ON CD'S	19.99
			BOOKS ON CD'S	14.99
		OFFICE MACHINES	MULTIFOLD TOWELS	137.16
			RUGS	262.07
		OMAHA WORLD-HERALD	SUBSCRIPTION	114.40
		WAL-MART COMMUNITY	CLEANING SUPPLIES	33.19
			TOTAL:	4,317.00
ARKS	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-HISTORICAL COMPLEX	9.07
		WINDSTREAM	TELEPHONE	51.10
		INTERSTATE ELECTRIC SUPPLY CO OF CREST	SECURITY LIGHT/PHOTO	237.47
		SERVICE TECHS INC	REPAIR LEAF BLOWER	48.54
		K & J HARDWARE INC	TOOL BELTS & SILICONE	123.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		WAL-MART COMMUNITY	SUPPLIES	187.81
			TOTAL:	657.96
RECREATION	GENERAL FUND	WINDSTREAM	TELEPHONE	55.40
		WAL-MART COMMUNITY	SUPPLIES	28.82
			TOTAL:	84.22
CEMETERY	GENERAL FUND	WINDSTREAM	TELEPHONE	53.08
		GREATER REG MEDICAL CNTR	RANDOM DRUG SCREEN	28.00
		SIRWA	CEMETARY, AIRPORT WATER	33.00
		K & J HARDWARE INC	PROPANE, SPRAY PAINT	71.43
			TOTAL:	185.51
SWIMMING POOL	GENERAL FUND	CRESTON CITY WATER WORKS	WATER - POOL	9.07
		WINDSTREAM	TELEPHONE	31.83
		GREATER REG MEDICAL CNTR	RANDOM DRUG SCREEN	28.00
		IOWA DEPT OF PUBL HEALTH	POOL REGISTRATION	105.00
			TOTAL:	173.90
ADMINISTRATIVE	GENERAL FUND	OFFICE DEPOT	HP INK-WARREN	31.90
			TOTAL:	31.90
FINANCIAL ADMINISTRATN	GENERAL FUND	ACCESS TECHNOLOGIES INC	IT SUPPORT	829.86
		WINDSTREAM	TELEPHONE	366.80
		VEENSTRA & KIMM INC	ELM STREET	2,500.00
			TOTAL:	3,696.66
CITY HALL	GENERAL FUND	CRESTON CITY WATER WORKS	CITY HALL WATER	19.44
			WATER- CITY HALL	16.20
		IOWA FIRE EQUIPMENT COMPANY	ANNUAL SPRINKLER INSPECTIO	453.80
			TOTAL:	489.44
NON-DEPARTMENTAL	ROAD USE TAX	TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUMS MARCH	1,033.96
			TOTAL:	1,033.96
ROAD MAINTENANCE	ROAD USE TAX	FREIGHTLINER OF DES MOINES INC	SWITCH	21.93
		ARAMARK UNIFORM & CAREER APPAREL GROUP	GLOVES, TOWLS, LNDRY BAG	32.33
		CRESTON CITY WATER WORKS	WATER-CITY BARN	9.40
			WATER-CITY SHOP	9.72
		WINDSTREAM	TELEPHONE	172.10
		GREATER REG MEDICAL CNTR	RANDOM DRUG SCREEN	28.00
		O'HALLORAN INTERNATIONAL INC	REPAIR ON TRUCK 32	559.21
			CAB BUSHING	102.15
			TOTAL:	934.84
SNOW AND ICE CONTROL	ROAD USE TAX	AGRIVISION	CUTTER BIT, BOLTS & NUTS	178.19
		HEARTLAND TIRE & AUTO	REPAIR R FRONT TIRE	35.00
		INDEPENDENT SALT COMPANY	25T ROCK SALT	1,561.14
		TRANS-IOWA EQUIPMENT, INC.	30 BOLTS & NUTS	335.40
		WINTER EQUIPMENT CO INC	6 CURB GUARDS	361.08
			TOTAL:	2,470.81
ADDITIONAL STREETS(ENGINR)	ROAD USE TAX	WINDSTREAM	TELEPHONE	55.40
			TOTAL:	55.40
SELF FUNDING INSURANCE PAYROLL TAX BENEFIT		TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUMS MARCH	21,077.92

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	21,077.92
MC	EY PARK RENOVAT RESTRICTED GIFTS-M UP IN SMOKE BBQ, LLC		CATERING FOR PARK & REC CO	2,328.00
			TOTAL:	2,328.00
LIBRARY	RESTRICTED GIF RESTRICTED GIFTS-L SCHOLASTIC INC		BOOKS	152.10
		SCHOLASTIC - SCHOOL RESOURCE CATALOG	BOOKS - COUNTY MONEY	301.00
		AMAZON/GE MONEY BANK	DVD'S	283.23
		GALE CENGAGE LEARNING	LP BOOK FOR EVERY SEASON	45.00
			L P BOOK-DERAILED	41.18
		INGRAM	ISSB BOOKS	53.82
			CREDIT BOOKS	16.07-
			BOOKS - COUNTY MONEY	14.37
			CHILDREN'S BOOKS-FOL	966.58
			CHILDREN'S BOOKS-FOL	113.09
			BOOKS	16.08
		TEI LANDMARK AUDIO	CD'S	19.94
		WAL-MART COMMUNITY	WINTER READING PRIZES	7.16
			WINTER READING PRIZES	109.26
			TOTAL:	2,082.74
NON-DEPARTMENTAL	SEWER OPERATING FU TRISTAR BENEFIT ADMINISTRATORS		GRP 93001 PREMIUMS MARCH	437.70
			TOTAL:	437.70
SANITARY SEWER/WASTWTR	SEWER OPERATING FU DANIELSON, MICHAEL E		FUEL REIMBURSEMENT	88.14
		AKIN BUILDING CENTER	ROLL FELT PAPER, 1X8X8	32.53
		CENTRAL PUMP & MOTOR	LABOR SOUTH LIFT	435.00
		CRESTON CITY WATER WORKS	WATER-WWTP	273.90
		MARK ZELLMER	FITTING & SERVICE CALL	132.50
		FARM & HOME SUPPLY INC	PIPE FITTINGS	5.64
			RUBBER BOOTS-JASON	82.95
		WINDSTREAM	TELEPHONE	409.53
		CRESTON MOTOR SUPPLY INC	BATTERY 4X4 PUMP	105.98
		PETTY CASH - SANITATION	NAPA- BELTS, FILTER	16.19
		ULINE, INC	RUBBER, PVC, PIGSKIN GLOV	166.14
		UPS	SHIPPING	25.51
		USA BLUE BOOK	POLYMER DISPERSANT FRT	177.68
		CHAT MOBILITY-RADIOSHACK DEALER	LITHIUM BATTERIES	59.94
			TOTAL:	2,011.63
ANIMAL CONTROL	ANIMAL SHELTER *AG CRESTON VET CLINIC PC		SPAY CAT- VERNA SELF	55.00
			MEDS FOR POUND DOG	21.11
		TRI COUNTY VETERINARY SERVICES	SPAY DOG-BOWERS	75.00
			TOTAL:	151.11

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
001	GENERAL FUND			17,323.22
110	ROAD USE TAX			4,495.01
112	PAYROLL TAX BENEFIT			21,077.92
166	RESTRICTED GIFTS-MCKNLY P			2,328.00
167	RESTRICTED GIFTS-LIBRARY			2,099.40
610	SEWER OPERATING FUND			2,449.33
953	ANIMAL SHELTER *AGENCY FU			151.11
-----				
GRAND TOTAL:				\$49,934.33
-----				

CITY OF CRESTON  
MANUAL CHECKS/DEBITS - PERIOD ENDING 03/04/2014

**SELF FUNDING INSURANCE**

KABEL	FLEX	--
TRISTAR BENEFIT	INV CHECK RUN	8,494.19
TRISTAR BENEFIT	INV CHECK RUN	4,764.84

<b>SELF FUNDING INSURANCE</b>	<b>TOTAL</b>	<b>13,259.03</b>
-------------------------------	--------------	------------------

<b>FINANCE DEPARTMENT</b>		
UNION CO RECORDER	RECORDING FEES	27.00

<b>FINANCE DEPARTMENT</b>	<b>TOTAL</b>	<b>27.00</b>
---------------------------	--------------	--------------

**PARK DEPARTMENT**

<b>PARK DEPARTMENT</b>	<b>TOTAL</b>	<b>0.00</b>
------------------------	--------------	-------------

<b>MANUAL CHECKS/DEBITS TOTAL</b>		<b><u>13,286.03</u></b>
-----------------------------------	--	-------------------------

## ORDINANCE NO. 14-151

### AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING CHAPTER 136, SECTION 03, AND ADDING NEW SUB-SECTIONS 4 AND 5 - PROVISIONS PERTAINING TO SIDEWALK REGULATIONS

**BE IT ENACTED** by the City Council of the City of Creston, Iowa:

**SECTION 1. SECTION MODIFIED.** Section 136.03 of the Code of Ordinances of the City of Creston, Iowa, 1996, is repealed and the following adopted in lieu thereof:

**136.03 REMOVAL OF SNOW, ICE AND ACCUMULATIONS.** It is the responsibility of the abutting property residents/owners to remove snow, ice and accumulations promptly from sidewalks. If a property resident/owner does not remove snow, ice or accumulations within twenty-four (24) hours **after a snowfall, ice and accumulations event ends**, the following procedure shall be implemented:

**SECTION 2. NEW SUB-SECTIONS.** Section 136.03 of the Code of Ordinances of the City of Creston, Iowa, 1996, is amended by adding new Sub-Sections 4 and 5, which are hereby adopted to read as follows:

4. The City or their agents may remove snow, ice and accumulations from sidewalks if not removed by property resident/owner within the allotted 48 hour period, and a charge of \$75.00 per hour for such removal, plus a surcharge of \$100.00, will be charged to the property owner.
5. The Clerk shall send a statement of the total expense incurred by regular mail to the property owner who has failed to remove snow, ice and accumulations from sidewalks, thus allowing the same to be removed by the City or their agents, and if the amount shown by the statement has not been paid within one (1) month, the Clerk shall certify the costs to the County Treasurer and such

costs shall then be collected with, and in the same manner, as general property taxes.

**SECTION 3. REPEALER.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 4. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 5. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council the \_\_\_\_ day of March, 2014, and approved this \_\_\_\_ day of March, 2014.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

## CHAPTER 10

# COMMERCIAL PROPERTY TAX EXEMPTIONS

10.01 Designation of Urban Revitalization Area  
10.02 Applicability to Commercial Property  
10.03 Definitions  
10.04 Qualifications for Eligibility

10.05 Tax Exemption Schedule  
10.06 Relocation  
10.07 Outside Funding Assistance  
10.08 Application and Prior Approval

**10.01 DESIGNATION OF URBAN REVITALIZATION AREA.** In accordance with Chapter 404 of the Code of Iowa, the City has designated an urban revitalization area and has adopted an urban revitalization plan for said area. The geographic description of the Urban Revitalization District is the entire area within the corporate boundaries of the City.

**10.02 APPLICABILITY TO COMMERCIAL PROPERTY.** The revitalization is applicable to all commercial property within the designated district. The revitalization is for both new construction and rehabilitation/additions of existing structures. The District was designed a revitalization area on January 4, 1994, and shall continue through December 31, 2013.

*(Ord. 03-70 – Nov. 03 Supp.)*

**10.03 DEFINITIONS.** For use in this chapter, the following terms are defined:

1. “Date of beginning of new construction of a building” means the date on which occurs the first placement of permanent construction materials which are to become part of a building, such as pouring of slabs or footings, or any work beyond the stage of excavation.
2. “Date of beginning of rehabilitation of or additions to an existing building” means, with respect to each individual project involving rehabilitation or additions, the earliest date of which either of the following occurs: the first placement of permanent construction materials which are to become a physical portion of the rehabilitation or addition; or the first alteration of any wall, ceiling, floor or other structural part of the existing building.
3. “Qualified tenant” means the legal occupant of a commercial unit which is located within the District and who has occupied the same unit continuously since one year prior to the City’s adoption of the revitalization plan.

**10.04 QUALIFICATIONS FOR ELIGIBILITY.** Improvements are eligible for the tax abatement plan provided they satisfy all of the following requirements:

1. The improvements must be added during the time the area is designated as a revitalization area.
2. Improvements, consisting of rehabilitation or additions to existing buildings, must increase the actual value of the qualified real estate by at least fifteen percent (15%).
3. The improvements must be completed in accordance with all applicable zoning and other regulations of the City.
4. The improvements must not be located within an area subject to tax incremental financing within an area described as follows:

An area bounded by Cottonwood on the west, Lincoln Street on the east, Townline Road on the north; and Spencer Street as extended straight through from Lincoln Street to Cottonwood on the south.

*(Ord. 01-54 - May 01 Supp.)*

**10.05 TAX EXEMPTION SCHEDULE.** Each property owner may implement upon application and approval by the Council, as follows: All qualified real estate is eligible to receive a partial exemption from taxation on the actual value added by the improvements for a period of five (5) years. The amount of partial exemption is equal to a percent of the actual value added by the improvements determined as follows:

1. First year, eighty percent (80%);
2. Second year, sixty percent (60%);
3. Third year, forty percent (40%);
4. Fourth year, thirty percent (30%);
5. Fifth year, fifteen percent (15%).

**10.06 RELOCATION.** In the event relocation occurs as a result of the tax abatement program, the following provisions must be met:

1. Benefits. Upon application for and verification of eligibility for tax abatement to a property owner by the City, qualified tenants in designated areas, whose displacement is due to action on the part of a property owner to qualify for tax abatement under the revitalization plan, shall be compensated by the property owner for one month's rent and for actual reasonable moving and related expenses.

2. Eligibility. "Qualified tenant" as used in the revitalization plan means the legal occupant of a commercial unit which is located within the district and who has occupied the same unit continuously since one year prior to the City's adoption of the revitalization plan.
3. Actual reasonable moving and related expenses for which a qualified tenant of a commercial unit is entitled to include:
  - A. Transportation of the displaced person and personal property from the displacement to the replacement site. Transportation costs for a distance beyond twenty-five (25) miles are not eligible.
  - B. Packing, crating, unpacking and uncrating of personal property.
  - C. Disconnecting, dismantling, removing, reassembling and reinstalling relocated household appliances and other personal property.
4. Least Costly Approach. The amount of compensation for an eligible expense shall not exceed the least costly method of accomplishing the objective of the compensation without causing undue hardship to the displaced tenant and/or landlord.

**10.07 OUTSIDE FUNDING ASSISTANCE.** The City may seek Federal and/or State grant or loan programs in developing proposed projects. Federal programs are available through the Department of Housing and Urban Development (HUD) and the Farmers Home Administration (FmHA). State programs are available through the Iowa Housing Finance Authority and the Iowa Department of Economic Development.

**10.08 APPLICATION AND PRIOR APPROVAL.** A person may submit a proposal for an improvement project to the Council to receive prior approval for eligibility for a tax exemption on the project. The Council shall, by resolution, give its prior approval for an improvement project if the project is in conformance with the plan for revitalization. Such prior approval shall not entitle the owner to exemption from taxation until the improvements have been completed and found to be qualified real estate; however, if the proposal is not approved, the person may submit an amended proposal for the Council to approve or reject. All prior approvals for an improvement project shall be effective for a period of one year from the date of prior approval of the City; if construction has not begun by that date, prior approval is null and void. An application shall be filed for each new exemption claimed.

1. The first application for an exemption shall be filed by the owner of the property with the Council by February 1 of the assessment year for which the exemption is first claimed, but not later than February 1 of the assessment year following the assessment year in which all improvements included in the project are first assessed for taxation. The application shall contain, but not be limited to, the following information:

- A. The nature of the improvement;
- B. The cost of the improvement;
- C. The estimated or actual date of completion;
- D. The tenants that occupied the owner's building on the date the City adopted the resolution of finding.

2. The Council shall approve the application, subject to review by the local assessor, if the project is in conformation with the plan for revitalization developed by the City, is located within a designated revitalization area, and if the improvements were made during the time the area was so designated. The Council shall forward for review all approved applications to the appropriate local assessor by March 1 of each year. Applications for exemptions for succeeding years for approved projects shall not be required.

**RESOLUTION NO. ??? – 14**

**RESOLUTION TO REAPPOINT GALEN ZUMBACH TO THE CRESTON CIVIL SERVICE COMMISSION:**

**WHEREAS**, Galen Zumbach has served on the Creston Civil Service Commission since May 4, 2010; and,

**WHEREAS**, Mr. Zumbach's term expires April 1, 2014; and,

**WHEREAS**, at this time, the Mayor has suggested that Galen Zumbach be reappointed to the Creston Civil Service Commission; and,

**WHEREAS**, the Creston City Council has reviewed this request, suggested appointment, and feels it would be appropriate.

**BE AND IT IS HEREBY RESOLVED** that Galen Zumbach shall be reappointed to represent the City of Creston on the Creston Civil Service Commission, with term expiring April 1, 2018.

**BE AND IT IS FURTHER RESOLVED** that the Mayor and Clerk are hereby authorized to execute the proper documentation necessary.

**BE AND IT IS FURTHER RESOLVED** that any Resolution in conflict herewith is hereby repealed.

**BE AND IT IS FURTHER RESOLVED** that this Resolution be effective immediately upon its passage and approval by the Creston City Council.

**IOWA DEPARTMENT OF TRANSPORTATION  
AGREEMENT FOR  
IMMEDIATE SAFETY ENHANCEMENT (ISE) PROGRAM**

PROJECT NUMBER: 9I140CSQ140  
CONTRACT NUMBER: 15969

This is an agreement between the City of Creston (hereinafter referred to as SPONSOR) and the Iowa Department of Transportation (hereinafter referred to as the Iowa DOT) for the purpose of funding Immediate Safety Enhancements at the Creston Municipal Airport. Pursuant to the terms of this agreement, applicable statutes, administrative rules, and program guidelines, the Iowa DOT agrees to provide authorized funding to the SPONSOR for the following project:

Survey work to determine runway obstructions at the airport.

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

1. The SPONSOR shall be the lead local agency for carrying out the provisions of this agreement, will follow all applicable statutes and administrative rules, and is responsible to complete the project as specified.
2. The Iowa DOT agrees to reimburse the Sponsor up to 70% of eligible project costs, not to exceed the maximum amount of \$3,150 incurred according to the terms of this agreement. Reimbursements will be made in whole dollar amounts only, rounded down.
3. The Iowa DOT shall determine what costs are eligible for reimbursement. Only costs incurred after authorization from the Iowa DOT are eligible. All other costs, including costs above the maximum amount in this agreement, are the responsibility of the Sponsor.
4. The SPONSOR shall complete and submit the Claim for Reimbursement form to the Iowa DOT, along with copies of the invoices and proof of payment, within six months after this agreement has been signed by the SPONSOR and the Iowa DOT.
5. All notices required under this agreement shall be made in writing to the Iowa DOT and the SPONSOR's contact person. The Iowa DOT's contact shall be the Office of Aviation (515/239-1468). The SPONSOR's contact person shall be Mike Taylor.
6. This agreement is not assignable without the prior written consent of the Iowa DOT.
7. It is the intent of both parties that no third party beneficiaries be created by this agreement.
8. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
9. The SPONSOR shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by the Iowa Code Chapter 216. No person shall, on the grounds of age, race, creed, sex, color, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination

under any program or activity for which the SPONSOR receives state funds from the Iowa DOT.

10. The Iowa DOT's obligation hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of any termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding for this program. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.

11. This agreement constitutes the entire agreement between the Iowa DOT and the SPONSOR concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the Iowa DOT and the SPONSOR.

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

SPONSOR:

ATTEST: (for SPONSOR)

Signed \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

IOWA DEPARTMENT OF TRANSPORTATION

By Michelle F. McEnany  
Michelle F. McEnany  
Director, Office of Aviation

Date 2-20-14

# Engineering Services Agreement



---

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Creston, Iowa, hereinafter called the *Owner*, and Clapsaddle-Garber Associates, Inc., a corporation legally formed under the provisions of Chapter 496A of the 1966 Code of Iowa, hereinafter called the *Engineer*.

WHEREAS, the Owner requires professional engineering services from the Engineer for the project described as:

<p>Runway End 34 Obstruction Survey Creston Municipal Airport Creston, Iowa</p>
---

WITNESSETH that for and in consideration of the mutual covenants and promises between the parties hereto, it is agreed as follows:

## 1. Engineer

The ENGINEER AGREES to perform the following engineering services for the Project:

- a. **General.** The Engineer has reviewed the site of the Project and the engineering services involved and the Engineer shall serve as the Owner's professional representative in the engineering services required for the Project, and shall give consultation and advice to the Owner during the performance of his services.

The Engineer shall secure and maintain such insurance as will protect him from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement.

- b. **Scope of Engineering Services.** The Engineer shall accomplish those tasks described below:

- Develop computer model of existing Runway Avigation Easement.
- Field survey to measure and mark existing Avigation Easement height limitation on existing trees. It is anticipated that the Owner will assist in flagging the height limitation by providing a boom truck and operator.

- Prepare "Claim for Reimbursement of Airport Project Costs" for the Owner's approval and submission to the Iowa DOT in request for reimbursement of project costs.
- c. **Time Schedule for Execution of Engineering Services.** The Engineer acknowledges the importance to the Owner of the Project schedule and agrees to put forth reasonable efforts in performing the service with due diligence under this Agreement. The Owner understands, however, that the Engineer's performance must be governed by sound professional practices and will be affected by outside influences beyond the Engineer's control.
- d. **Additional Special Services.** When requested in writing by the Owner, Engineer shall furnish or obtain from others "Additional Special Services" not described in the *Scope of Services* included in this Agreement. The scope of the Additional Special Services and the related cost shall be negotiated as the need arises.

## 2. Owner

The OWNER AGREES to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:

- a. **Access to the Work.** The Owner shall guarantee access to and make all provisions for the Engineer to enter upon public land as required for the Engineer to perform such work as surveys and inspections in the development of the Project. The Engineer will contact private property owners for permission of entry to private lands.
- b. **Consideration of the Engineer's Work.** The Owner shall give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
- c. **Legal Requirements.** The Owner shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests, and fulfill all requirements necessary in the development of the Project, and pay all costs incidental thereto.

## 3. The Owner's Payments to the Engineer

### a. General

- 1) **Abandoned or Suspended Work.** If any work performed by the Engineer is abandoned or suspended in whole or in part, the Engineer shall be paid for costs incurred prior to receipt of written notice from the Owner of such abandonment or suspension, together with any terminal expenses resulting therefrom, and including a reasonable profit.
- 2) **Payment to the Engineer** shall be due and payable from monthly statements. Payments not received within thirty (30) days of the invoice date shall be

subject to an interest charge of eighteen percent (18%) per annum from the date of the invoice.

- 3) **Collection.** In the event legal action is necessary to enforce the payment provisions of this Agreement, Engineer shall be entitled to collect from Owner any judgment or settlement sums due, reasonable attorney's fees, court costs, and expenses incurred by Engineer in connection with such collection action, computed at Engineer's prevailing fee schedules and expense policies.

- b. **Payments for Design and Construction Services.** The Owner shall pay the Engineer a lump sum of \$4,500 from monthly invoices based on the percentage of work completed.

#### 4. Conditions

The OWNER and ENGINEER FURTHER AGREE to the following conditions:

- a. **Termination of Contract.** The Engineer may terminate this Agreement upon giving the Owner five (5) calendar days' prior written notice for any of the following reasons:
1. Breach by the Owner of any material term of the Agreement including but not limited to Payment Terms.
  2. Material changes in the conditions under which the Agreement was entered into.
  3. Failure of the parties hereto to reach accord on the fees and charges for any Additional Services required.
  4. Actions under this Agreement which may expose the Engineer to claims or other charges filed by persons to whom the Engineer owes a duty of care.

The Owner shall within thirty (30) calendar days of termination pay the Engineer for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

The Owner may terminate this Agreement:

1. The Owner may, by written notice, terminate this contract in whole or in part at any time, either for the Owner's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Owner.
2. If the termination is for the convenience of the Owner, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit or unperformed services.
3. If the termination is due to failure to fulfill the Engineer's obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Engineer shall be liable to the Owner for any additional cost occasioned to the Owner thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

In the event the Owner's funds for this project are substantially reduced or totally withdrawn, the Owner shall have the right, at its option, to renegotiate or terminate this Agreement

- b. **Suspension of Services:** If the project is suspended for more than thirty (30) calendar days in the aggregate by the Owner, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at his option, terminate this Agreement upon giving notice in writing to the Owner.

If the Owner fails to make payments when due or otherwise is in breach of the Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Owner. The Engineer shall have no liability whatsoever to the Owner for any costs or damages as a result of such suspension caused by any breach of the Agreement by the Owner.

- c. **Dispute Resolution.** In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the Owner and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
- d. **Ownership of Documents.** All documents including plans and specifications prepared by the Engineer pursuant to this Agreement are instruments of service in the Project. They are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Engineer; and the Owner shall indemnify and hold harmless the Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Owner and the Engineer.
- e. **Opinion of Probable Cost.** Statements of probable construction costs and detailed cost estimates prepared by the Engineer represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the Engineer has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or

market conditions. Accordingly, the Engineer does not guarantee that any actual cost will not vary from any cost estimate prepared by the Engineer.

- f. **Certificate of Merit.** The Owner shall make no claim (whether directly, in the form of a third-party claim, or for indemnity) against the Engineer unless the Owner shall have first provided the Engineer with a written certification executed by an independent Engineer licensed in Iowa to practice in the same discipline as the Engineer specifying those acts or omissions which the certifier contends constitutes a violation of the standard of care expected on an Engineer performing professional services under similar circumstances and upon which the claim will be premised. Such certification shall be provided to the Engineer thirty (30) days prior to the presentation of, and shall be a precondition to any such claim or the institution of, any arbitration or judicial proceeding.
- g. **Jobsite Safety.** Neither the professional activities of the Engineer, nor the presence of the Engineer's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the *Contract Documents* and any health or safety precautions required by any regulatory agencies. The Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety.
- h. **Successors and Assigns.** This agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineer, respectively, and his partners, successors, assigns, and legal representatives. Neither the Owner nor the Engineer shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
- i. **Equal Opportunity/Affirmative Action.** The Engineer is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. The Engineer with regard to the work performed by it, will not discriminate on the grounds of race, religion, age, physical disability, color, sex or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment.
- j. **Records Retention.** The Engineer shall retain all records pertaining to the contract for three years from the date of final payment for inspection and audit by local or state officials or their authorized representatives.
- k. **Severability.** If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional

**5. Defend and Hold Harmless Agreement**

Engineer shall defend, indemnify and save harmless the City of Creston, the Iowa DOT and the State of Iowa its agencies, agents, employees and assignees from all claims and liabilities due to design error, omission or negligent act of Engineer, its members, agents, stockholders, or employees, in connection with performance of this Agreement.

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

**OWNER**

**City of Creston, Iowa**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Attested by:**

\_\_\_\_\_

Title: City Clerk

**ENGINEER**

**Clapsaddle-Garber Associates, Inc.**

By: Executive Vice President

Title: *Michael C. Bensen*

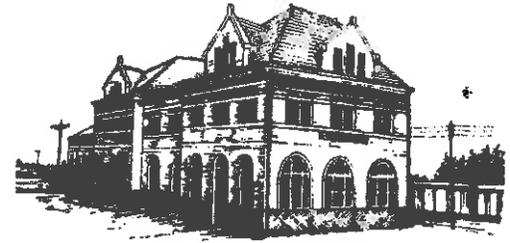
**Attested by:**

*[Signature]*

Title: Chairman of the Board

City of  
**CRESTON, IOWA**

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



*Creston's Restored Depot and City Hall*

**PRELIMINARY COST ESTIMATES TO EXTEND PARK STREET  
NORTH FROM HOWARD STREET 150 FEET**

**DIRT WORK**

Preparing road base, ditching \$2,000.00

**SURVEY WORK**

Establishing right of way lines \$00.00

**ROCK BASE FOR STREET**

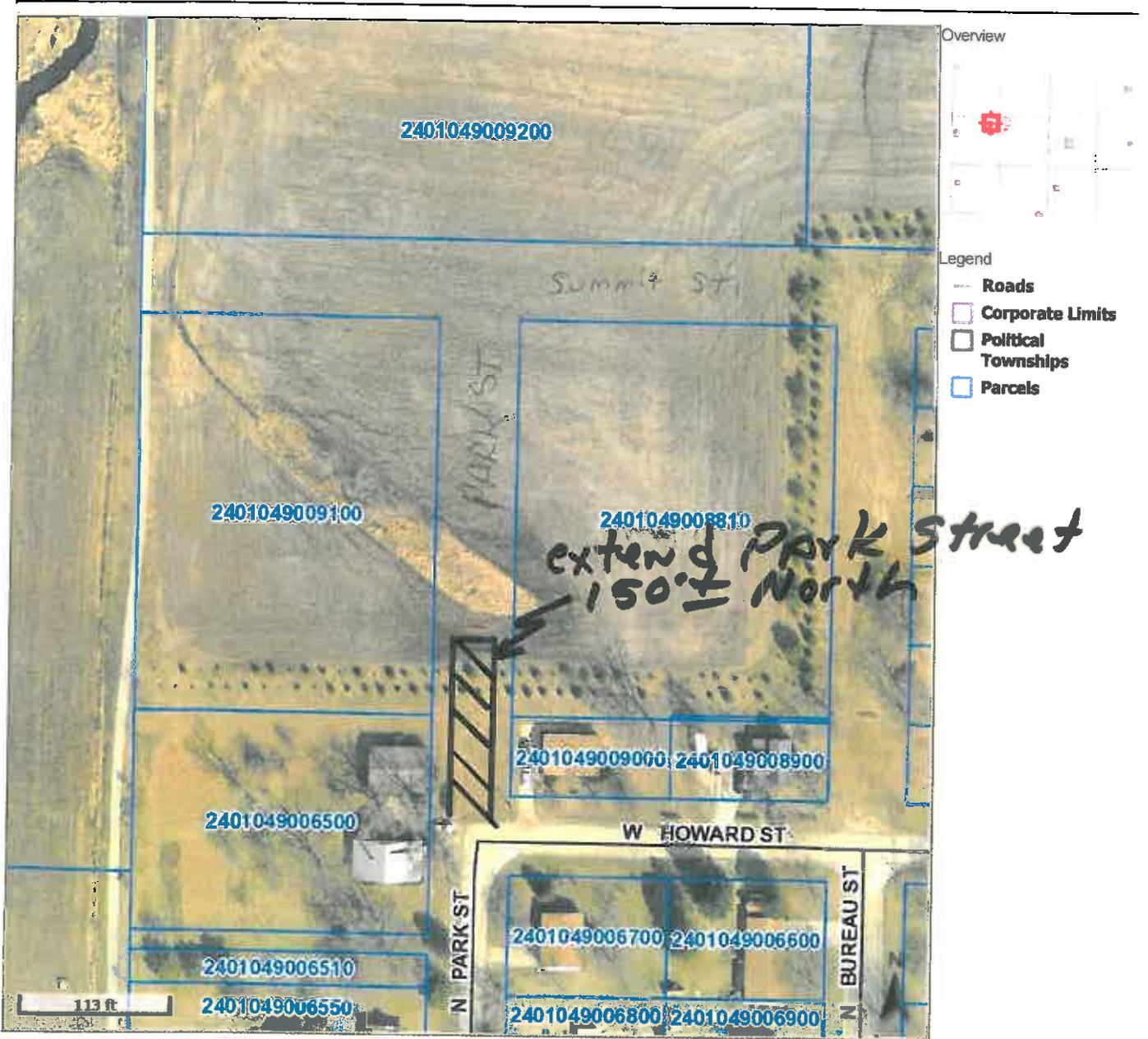
Hauling and installation \$2,000.00

**SEAL COAT SURFACE**

Installation and materials \$1,500.00

**TOTAL** **\$5,500.00**

No other public improvements are included in this preliminary estimate.



Last Data Upload: 2/7/2014 11:18:17 PM