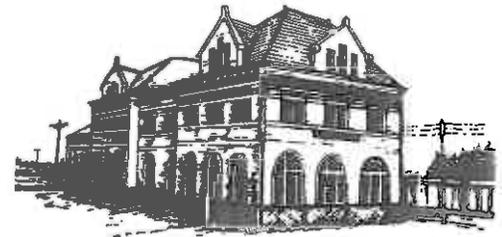


City of  
**CRESTON, IOWA**

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, Rich Madison, Ann Levine, Marsha Wilson, Gabe Carroll, Dave Koets, Gary Lybarger, Nancy Loudon  
**CITY CLERK:** Lisa Williamson  
**CITY ADMINISTRATOR:** Mike Taylor  
**CO-CITY ATTORNEYS:** Skip Kenyon & Marion James

**Regular Meeting Agenda**  
**City Hall/Restored Depot**  
**Council Chambers**  
**Tuesday, June 16, 2015**  
**6:00 p.m.**  
**06/12/2015 2:02 PM**

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Consideration of Agenda**
5. **Consider Adoption of the Consent Agenda – NOTE: These items are routine items and will be enacted by one motion without separate discussion unless a Council member requests an item be removed for separate consideration.**
  1. **Minutes:** June 2, 2015 – Regular Meeting
  2. **Claims & Fund Transfers:**
    - **Total Claims - \$370,361.50**
    - **Fund Transfers - \$400,400.73**
  3. **Liquor License Renewals:** Elks – Class C w/Outdoor Service and Sunday Sales; Elms Club – Outdoor Service;
  4. **Liquor License Refund:** Panther Lanes
  5. **Tobacco Permits:** House of Pain; Elms Club
  6. **Amusement Permits:** Twilight Zone; Family Fun Center; Elms Club; American Legion
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. **Appointment with Mindy Stalker to discuss July 3<sup>rd</sup> Running Events**
    - **Motion to approve request from Mindy (she will bring map to the meeting)**
  2. **Motion to Establish First Reading of Ordinance No. 15-160 – AN ORDINANCE AMENDING ORDINANCE NO. 06-98, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED JAMES SUBDIVISION URBAN RENEWAL AREA, IN THE CITY OF CRESTON, COUNTY OF UNION, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF CRESTON, COUNTY OF UNION, CRESTON COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE AMENDED JAMES SUBDIVISION URBAN RENEWAL AREA (AMENDMENT NO. 2 TO THE JAMES SUBDIVISION URBAN RENEWAL PLAN)**
  3. **Public Hearing on the proposal to enter into a Development Agreement with Sonntag Development, LLC**

4. **Resolution** approving and authorizing execution of a Development Agreement by and between the City of Creston and Sonntag Development, LLC
5. **Public Hearing** on the proposition of the issuance of not to exceed \$1,300,000 Taxable General Obligation Urban Renewal Bonds of the City of Creston, State of Iowa (for Essential Corporate Urban Renewal Purposes), and providing for publication of notice thereof
6. **Resolution** instituting proceedings to take additional action for the issuance of not to exceed \$1,300,000 Taxable General Obligation Urban Renewal Bonds
7. **Public Hearing** for the purpose of granting an easement to Interstate Enterprises, Ltd.
8. **Resolution** to approve easement for Interstate Enterprises, Ltd.
9. **Resolution** to approve Partial Payment #3 of \$25,013.12 to Midland Restoration for work completed on the Restored Depot Masonry Repairs Project
10. **Resolution** to approve FBO Contract for FY 2016
11. **Resolution** to approve Agreement with Waste Management to provide bulk recycling containers at a cost of \$800 per month if necessary
12. **Appointment** with Clint Lovely, 505 W Buckeye, requesting street light in front of residence
  - **Resolution** to approve placement of street light in front of residence at 505 W Buckeye
13. **Resolution** to approve Audit Engagement Agreement with Martens & Company, CPA, LLP for Year Ending June 30, 2015
14. **Resolution** to approve AED Donation Agreement and Appoint an Organization Representative
15. **Resolution** to approve Change Order No. 1 to North Side Sanitary Sewer Rehabilitation Project – add three additional point repairs to the Project, and authorize Mayor to sign a Waiver of Liability
16. **Resolution** to approve I & I Special Assessment request by Ed & Anna Thompson per the City Inflow & Infiltration Policy
17. **Resolution** to approve name changes from Seldin Company, aka Seldin Affordable Housing Program, LLC, to Lincoln School Apartments, LLC

8. **Other**

9. **Adjournment**

## REGULAR MEETING OF THE CRESTON CITY COUNCIL JUNE 2, 2015

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, Wilson, Carroll, Madison and White. Koets was absent.

Mayor Woods requested the order of the agenda be changed by placing Item #19 – Motion to go into Closed Session per Iowa Code 21.5(1)(c) – Possible litigation as Item #1 and Item #15 – Resolution to determine Conditional Use Permit request for a church use at 124 N. Maple as Item #2.

Wilson moved seconded by Madison to approve the agenda as changed. All voted aye. Koets was absent. Motion declared carried.

Wilson moved seconded by Loudon to approve the consent agenda, which included approval of minutes of May 19, 2015, regular meeting; claims of \$485,004.82 and fund transfers of \$5,807.28; liquor license renewal for Park & Rec Board; tobacco permits for Farm & Home; Pokorny BP; Hy-Vee and Fareway; amusement permits for Montgomery Street Pub; Elks; Sidetracked Again; A&G and Eagles. All voted aye. Koets was absent. Motion declared carried.

No one spoke during Public Forum.

Wilson moved seconded by White to go into Closed Session on Possible Litigation pursuant to Chapter 21.5(1)(c) of the Code of Iowa at 6:05 p.m. Loudon, Lybarger, Wilson, Carroll, Madison and White voted aye. Koets was absent. Motion declared carried.

White moved seconded by Madison to come out of Closed Session on Possible Litigation pursuant to Chapter 21.5(1)(c) of the Code of Iowa at 6:21 p.m. Loudon, Lybarger, Wilson, Carroll, Madison and White voted aye. Koets was absent. Motion declared carried.

A resolution was offered by Wilson seconded by Madison to approve a Conditional Use Permit request for a church use at 124 N. Maple Street and authorize the Mayor and Clerk to execute the proper documentation. White, Loudon, Lybarger, Wilson, Carroll and Madison voted aye. Koets was absent. Resolution declared passed.

Mayor Woods announced that now is the time for a Public Hearing on the matter of the proposed Amendment No. 2 to the James Subdivision Urban Renewal Plan. 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. He then called the Public Hearing to a close.

A resolution was offered by Loudon seconded by Wilson determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such

area as appropriate for urban renewal projects; and adopting the Amendment No. 2 to the James Subdivision Urban Renewal Plan and authorize the Mayor and Clerk to execute the proper documentation. Carroll, Madison, White, Loudon, Lybarger and Wilson voted aye. Koets was absent. Resolution declared passed.

Wilson moved seconded by Madison for Consideration of Ordinance for the division of revenues under Iowa Code Section 403.19 for Amendment No. 2 to the James Subdivision Urban Renewal Plan. White, Loudon, Lybarger, Wilson, Carroll and Madison voted aye. Koets was absent. Motion declared carried.

Mayor Woods announced that now is the time for a Public Hearing on the matter of the proposed South Cottonwood Residential Urban Renewal Plan. He asked if anyone wished to speak in favor of the Urban Renewal Plan; no one did. He asked if there was any written correspondence in favor of the Urban Renewal Plan; there was none. He asked if anyone wished to speak against the Urban Renewal Plan; no one did. He asked if there was any written correspondence against the Urban Renewal Plan; there was none. He then called the Public Hearing to a close.

A resolution was offered by Loudon seconded by Wilson determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the South Cottonwood Residential Urban Renewal Plan (includes authorization for Agricultural Land Consent and Extension Agreement) and authorize the Mayor and Clerk to execute the proper documentation. Carroll, Madison, White, Loudon, Lybarger and Wilson voted aye. Koets was absent. Resolution declared passed.

A resolution was offered by Lybarger seconded by Wilson to fix a date for a Public Hearing on June 16, 2015, at 6:00 p.m. on the proposal to enter into a Development Agreement with Sonntag Development, LLC and authorize the Mayor and Clerk to execute the proper documentation. Madison, White, Loudon, Lybarger, Wilson and Carroll voted aye. Koets was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by White to fix a date for a Public Hearing on June 16, 2015, at 6:00 p.m. on the proposition of the issuance of not to exceed \$1,300,000 Taxable General Obligation Urban Renewal Bonds of the City of Creston, State of Iowa (for Essential Corporate Urban Renewal Purposes), and providing for publication of notice thereof and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Lybarger, Wilson, Carroll, Madison and White voted aye. Koets was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by White to approve a Settlement Agreement with Interstate Enterprises, Ltd., revised for change of name and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Lybarger, Wilson, Carroll, Madison and White voted aye. Koets was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Loudon to set the date for a Public Hearing on June 16, 2015, at 6:00 p.m. for the purpose of granting an easement to Interstate Enterprises, Ltd. and authorize the Mayor and Clerk to execute the proper documentation.

Lybarger, Wilson, Carroll, Madison, White and Loudon voted aye. Koets was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Madison to accept a \$9,000 grant from South Central Iowa Community Foundation on behalf of the Park and Recreation Board and authorize the Mayor and Clerk to execute the proper documentation. White, Loudon, Lybarger, Wilson, Carroll and Madison voted aye. Koets was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Loudon to accept a \$5,000 grant from South Central Iowa Community Foundation on behalf of the Creston Fire Department to use toward the purchase of a grass/brush fire truck and authorize the Mayor and Clerk to execute the proper documentation. Lybarger, Wilson, Carroll, Madison, White and Loudon voted aye. Koets was absent. Resolution declared passed.

A resolution was offered by Loudon seconded by Wilson to approve a Funding Request of \$3,685 by the Crest Area Theater to be paid from the Hotel-Motel Fund for a tourism-related production and authorize the Mayor and Clerk to execute the proper documentation. Carroll, Madison, White, Loudon, Lybarger and Wilson voted aye. Koets was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by White to approve a contract with Windstream Communications LLC for a new phone system at the Fire Department for \$5,220.70 and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Lybarger, Wilson, Carroll, Madison and White voted aye. Koets was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Loudon to approve Payment #2 of \$42,669.44 to Midland Restoration for work completed on the Restored Depot Masonry Repairs Project and authorize the Mayor and Clerk to execute the proper documentation. Lybarger, Wilson, Carroll, Madison, White and Loudon voted aye. Koets was absent. Resolution declared passed.

More discussion was held on where to place the two handicap parking spaces for the 200 block of West Adams Street. Wilson moved seconded by Carroll to postpone the placement of the two handicap parking spots in the 200 block of West Adams Street indefinitely. Madison, White, Loudon, Lybarger, Wilson and Carroll voted aye. Koets was absent. Motion declared carried.

Loudon moved seconded by Lybarger to approve temporary street closings request and Noise Permit by the Park and Recreation Board for Party in the Park on June 20, 2015. Wilson, Carroll, Madison, White, Loudon and Lybarger voted aye. Koets was absent. Motion declared carried.

Wilson moved seconded by Madison to go into Closed Session on Land Acquisition pursuant to Chapter 21.5(1)(j) of the Iowa Code at 6:43 p.m. White, Loudon, Lybarger, Wilson, Carroll and Madison voted aye. Koets was absent. Motion declared carried.

White moved seconded by Loudon to come out of Closed Session on Land Acquisition pursuant to Chapter 21.5(1)(j) of the Iowa Code at 7:02 p.m. Lybarger, Wilson, Carroll, Madison, White and Loudon voted aye. Koets was absent. Motion declared carried.

Madison moved seconded by Loudon to go into Closed Session on Union Negotiations pursuant to Chapter 21.5(1)(c) of the Iowa Code at 7:03 p.m. Lybarger, Wilson, Carroll, Madison, White and Loudon voted aye. Koets was absent. Motion declared carried.

White moved seconded by Wilson to come out of Closed Session on Union Negotiations pursuant to Chapter 21.5(1)(c) of the Iowa Code at 7:05 p.m. Carroll, Madison, White, Loudon, Lybarger and Wilson voted aye. Koets was absent. Motion declared carried.

A resolution was offered by Carroll seconded by White to approve the Bargaining Unit Contract with Teamsters Local #238 – Fire and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Lybarger, Wilson, Carroll, Madison and White voted aye. Koets was absent. Resolution declared passed.

Under Other Items, Mayor Woods reminded everyone of the KSIB Tractor Ride being held on Saturday, June 6.

Wilson moved seconded by White to adjourn the meeting. All voted aye. Koets was absent. Council adjourned at 7:09 p.m.

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Mayor

Attest:

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City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
POLICE PROTECTION	GENERAL FUND	CARPENTER UNIFORM CO &	BODY ARMOR, PANTS	757.95		
			BODY ARMOR, PANTS	94.94		
		ED ROEHR SAFETY PRODUCTS	TASER BATT & CARTRIDGES	337.18		
		ELECTRONIC ENGINEERING CO	RADIO KNOBS	40.55		
		KELLY TIRE & EXHAUST	TIRES, #15,18,TRUCK	1,679.16		
		CRESTON MOTOR SUPPLY INC	AIR FILTER	20.98		
		VER MEER, PAUL	QTR CELL PHONE REIMBURSEME	60.00		
			TOTAL:	2,990.76		
DETENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR	LEC BILLING - MAY'15	4,414.27		
			TOTAL:	4,414.27		
FIRE PROTECTION	GENERAL FUND	HANGAR 14 SOLUTIONS, LLC	STREETWISE DATABASE	3,225.00		
			VEHICLE BRACKET-TABLET	454.44		
		AKIN BUILDING CENTER	DOOR OPEN,KEYPD,HOIST	812.12		
		CRESTON PROF FIREFIGHTERS	EXTING PWDR, 10# EXTING	200.00		
		ED M FELD EQUIP CO INC	ROTATOR LIGHTBAR E-1	127.15		
		EMERGENCY REPAIR SERVICE, INC	VALVE REPAIRS E2	862.00		
		FAMILY SHOE STORE	UNIFORM BOOTS-CAREER STAF	840.00		
		ALLIANT ENERGY-INT PWR&LGHT	GAS MAY'15	33.73		
			ELECTRIC MAY'15	400.35		
		JACKSON, TODD	QTR CELL PHONE REIMBURSEME	60.00		
		KRANTZ PLUMBING & HEATING	REPAIR WATER HEATER	146.46		
		MUNICIPAL EMERGENCY SERVICES	CYLINDER STRAP SCBA	125.00		
			WILDLAND GEAR-KINYON	500.91		
		CRESTON MOTOR SUPPLY INC	TRICKLE CHARGER	33.49		
		OFFICE MACHINES	PRINTER, EXTRA CARTRIDGES	429.00		
			PRINTER, EXTRA CARTRIDGES	277.96		
		PETTY CASH - FIRE	TACO JOHNS- BEAST	21.29		
			AKIN - NAILS	3.52		
			A&G - LUNCH	26.70		
		TROPHY SHOP	LOCKER PLATES, PLAQUES	245.73		
			TOTAL:	8,824.85		
		BUILDNG & HSNG SAFETY	GENERAL FUND	CHAT MOBILITY	WIFI HOTSPOT	22.66
					BRUCE, MIKE	QTR CELL PHONE REIMBURSEME
OFFICE DEPOT	EXPANDING WALLETS,ENY			112.91		
	TOTAL:			195.57		
ANIMAL CONTROL	GENERAL FUND	BIERLE, DOUG	QTR CELL PHONE REIMBURSEME	60.00		
			CRESTON VET CLINIC PC	EUTHANIZE CAT HIT BY CAR	6.95	
		FARM & HOME SUPPLY INC	DOG & CAT FOOD,TRAPS,ZIP	225.53		
		ALLIANT ENERGY-INT PWR&LGHT	GAS MAY'15	18.53		
			ELECTRIC MAY'15	30.37		
		CRESTON MOTOR SUPPLY INC	LUG NUTS	15.90		
	TOTAL:	357.28				
STREET LIGHTING	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC MAY'15	8,700.48		
			TOTAL:	8,700.48		
TRAFFIC SAFETY	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC MAY'15	934.82		
			TOTAL:	934.82		
AI'	GENERAL FUND	DISH	DISH TV	47.78		
			WILBUR-ELLIS COMPANY	FOREFRONT HERBACIDE	1,775.00	
		AKIN BUILDING CENTER	LIGHTS, GATE CHAIN & LOCK	165.76		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CLAPSADDLE-GARBER ASSOCIATES INC	ENG SVC RUNWAY 34 -LAND	9,045.00
		WASTE MANAGEMENT	DUMPSTER- MAY'15	61.96
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC MAY'15	335.16
		IOWA DEPT OF AGRICLTR & LAND STWRDSHP	2 FUEL METER RECERTS	9.00
		JRF CONTRACTING	REWIRE AWOS POWER	2,915.00
		SIRWA	WATER	33.00
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17
			FUEL PROFIT - MAY'15	571.63
			TOTAL:	16,313.46
SOLID WASTE CLCT/DSPSL	GENERAL FUND	WASTE MANAGEMENT	GARBAGE COLLECTION	38,649.95
			TOTAL:	39,649.95
LIBRARY SERVICES	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-LIBRARY	15.88
		WASTE MANAGEMENT	DUMPSTER- MAY'15	40.89
		ALLIANT ENERGY-INT PWR&LGHT	GAS MAY'15	53.22
			ELECTRIC MAY'15	170.59
			1001 W JEFFERSON - ELEC	72.61
		ECHO GROUP INC	SWITCH	9.99
		NATIONAL ELEVATOR INSPECTION SERVICES,	ROUTINE INSPECTION-LIBRARY	60.00
			TOTAL:	723.18
PARKS	GENERAL FUND	HUFF, MARK	QTR CELL PHONE REIMBURSEME	60.00
		AGRIVISION	HYDRAULIC FLUID,BEARINGS	138.55
			DECK BELT 955	132.46
		WASTE MANAGEMENT	DUMPSTER MAI'15	78.70
			DUMPSTER- MAY'15	115.56
		FARM & HOME SUPPLY INC	TAPE,BULBS,TOW STRAP	195.10
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC MAY'15	830.55
		ECHO GROUP INC	BANDSHELL ELEC	94.81
			BANDSHELL ELEC	11.59
			HOLE PLUG BAND SHLETER	19.44
		OFFICE DEPOT	MARKERS, NOTEPADS	13.88
		PETTY CASH - RECREATION	NAPA - FAN BELT	12.79
			AGRIVISION - GAS CAP	12.96
			NAPA - BOLTS	4.36
		RJ'S PORTABLES	PORTAPOTTIES THRU JUNE	75.00
		K & J HARDWARE INC	TOW STRAP,BUG SPRAY	72.78
			TOTAL:	1,068.55
RECREATION	GENERAL FUND	SHELLY ROBINSON	TBALL SHIRTS	1,087.50
			TBALL SHIRTS	138.75
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC MAY'15	175.62
		INNOVA DISC GOLF	2 DISC GOLF BASKETS	327.29
		RJ'S PORTABLES	PORTAPOTTIES THRU JUNE	225.00
			TOTAL:	1,954.16
CEMETERY	GENERAL FUND	LAWN AND SNOW PROS	RESET HEADSTONE	450.00
		HODGE, BRUCE	QTR CELL PHONE REIMBURSEME	20.00
		AGRIVISION	DECK BELT	91.71
		WASTE MANAGEMENT	DUMPSTER- MAY'15	61.96
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC MAY'15	143.82
		CRESTON MOTOR SUPPLY INC	SPARK PLUG BOOT	1.89
		SIRWA	WATER	33.00
			TOTAL:	802.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
SWIMMING POOL	GENERAL FUND	CLEGHORN PAINTING	SANDBLAST/PAINT POOL	2,113.00		
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC MAY'15	125.20		
		ORR HEATING & AIR CONDITIONING	REPLACE WATER HEATER	4,000.00		
			TOTAL:	6,238.20		
FINANCIAL ADMINISTRATN	GENERAL FUND	PITNEY BOWES RESERVE ACCOUNT	POSTAGE DRAWDOWN	500.00		
		CREST AREA THEATRE	THEATER FUNDING REQUEST	3,685.00		
		CRESTON PUBLISHING CO	LEGAL ADS - NOTICES	765.63		
		HOMESTEAD OF CRESTON, LLC	ECONOMIC DEVELOP. GRANT FI	5,914.50		
		IOWA CITY/COUNTY MANAGEMENT ASSOCIATIO	IACMA MEMBERSHIP 15-16	150.00		
		M&M SALES CO	COPIER STAPLES	82.04		
		OFFICE DEPOT	ENVELOPES, PENS	26.48		
			ENVELOPES, PENS	9.69		
			TONER - LISA & BECKY	135.25		
			TAPE, RUBBER TIPS	14.36		
		UNION CO TREASURER	ASSITED LIVING TIF 88066/2	697.52		
			TOTAL:	11,980.47		
		LEGAL SERVICES	GENERAL FUND	AHLERS & COONEY, P.C.	PROF. SVCS - SONNTAG DEV	6,814.50
				JAMES LAW OFFICE, P.C.	PROF. SERVICES-MAY'15	640.00
LYNCH DALLAS, PC	PROF. SERVICES - JUN'15			691.52		
	TOTAL:			8,146.02		
CITY HALL	GENERAL FUND	WALKER COEN LORENTZEN ARCHITECTS	PROF SERVICES PHASE2	332.01		
		MIDLAND RESTORATION COMPANY, INC.	DEPOT MASONRY REPAIRS	25,013.12		
		ALLIANT ENERGY-INT PWR&LGHT	GAS MAY'15	116.34		
			ELECTRIC MAY'15	574.93		
		INNOVATIVE INDUSTRIES INC	JANITORAL SVCS-MAY'15	500.00		
		KONE INC (DES MOINES)	CITY ELEVATOR MAINT. 6/15-	431.76		
		NATIONAL ELEVATOR INSPECTION SERVICES,	ROUTINE INSPECTION-CITY HA	60.00		
		OFFICE MACHINES	CLEAR TRASH LINERS	29.99		
			TOTAL:	27,060.15		
		ROAD MAINTENANCE	ROAD USE TAX	HAYS, JOHN	QTR CELL PHONE REIMBURSEME	60.00
OMG MIDWEST, INC.	LYD M4			220.25		
ARAMARK UNIFORM & CAREER APPAREL GROUP	LAUNDRY SERVICE-SOAP			28.24		
	LAUNDRY SERVICE			23.50		
DIAMOND VOGEL PAINTS	STREET PAINT, YEL,WHT,THN			1,865.95		
FARM & HOME SUPPLY INC	TIRES PAINT TRAILER			95.30		
ALLIANT ENERGY-INT PWR&LGHT	GAS MAY'15			64.07		
	ELECTRIC MAY'15			242.36		
IOWA DEPT OF TRANSPORTATION	SIGN POSTS			160.32		
IOWA STATE UNIVERSITY	MOTOR GRADER OP TRAINING			90.00		
JENSEN, TONY	QTR CELL PHONE REIMBURSEME			60.00		
JOHNSTON, JACK	QTR CELL PHONE REIMBURSEME			60.00		
CRESTON MOTOR SUPPLY INC	SERP BELT,BRAKE CHAM			92.47		
OFFICE DEPOT	ACCO FILE BINDERS			81.75		
	FOLDERS			8.66		
SERVICE TECHS INC	2 CY CIL, SHARP CHAIN			28.99		
	CARB, AIR FILTER			35.56		
AGRILAND FS INC	1080G UNLD, 780G DSL			5,316.06		
SCHILDBERG CONSTRUCTION COMPANY INC	129.86T CLASS D ROAD ROCK			1,551.83		
	228.84T CLASS D ROAD ROCK			2,734.65		
	116.04T CLASS D ROAD ROCK	1,386.68				
	37.07T CLASS D ROAD ROCK	442.99				
	TOTAL:	14,654.63				

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
ADMIN-STREETS(ENGINR)	ROAD USE TAX	KRUSE, KEVIN	QTR CELL PHONE REIMBURSEME	60.00
		OFFICE DEPOT	LABELS, FOLDERS	14.87
			TOTAL:	74.87
SELF FUNDING INSURANCE	PAYROLL TAX BENEFIT	LAMAIR-MULOCK-CONDON CO.	EMPLOYEE BENEFITS S/C FEE	5,000.00
			TOTAL:	5,000.00
POLICE FORFEITURE	POLICE FORFEITURE	CRESTON VET CLINIC PC	K9 BOARDING W/ MEDS	48.00
		K & J HARDWARE INC	DOG FOOD	31.99
			TOTAL:	79.99
MC KINLEY PARK RENOVAT	RESTRICTED GIFTS-M	CARROLL, GLEN	FINAL CONCERT PAYMENT	3,200.00
		TODD ENTERPRISES	CONCERT FINAL PAYMENT	3,000.00
		WORDEN, CARL	FINAL PAYMENT CONCERT	1,500.00
		DENNIS LAMASTERS	WEBSITE HOSTING MAY'15-16	120.00
		KAWA, JOHN	REMODEL NORTH RESTROOM	8,500.00
		WILLIAMS SANDBLASTING/TUCKPOINTING	PAINT PASEMENT BANDSHELL	1,375.00
			TOTAL:	17,695.00
CAPITAL PROJECTS	CAPITAL PROJECTS F	CALHOUN-BURNS AND ASSOCIATES INC	PH 1 ENG-ADAMS ST BRIDGE	950.00
			TOTAL:	950.00
SANITARY SEWER/WASTWTR	SEWER OPERATING FU	DUPERON CORPORATION	FLEX RAKE BAR SYSTEM	98,000.00
		JOHN CRAIG ESTATE	I&I REIMBURSEMENT	500.00
		SCHULTES, JERRY	I&I REIMBURSEMENT	500.00
		THOMPSON, ED	I&I REIMBURSEMENT	500.00
			I&I SPECIAL ASSESSMENT	2,500.00
		DAVENPORT, DAVE	SEWER CLEANUP	350.00
		BRISTOW, JIM	QTR CELL PHONE REIMBURSEME	60.00
		AKIN BUILDING CENTER	3/4 PLYWOOD	37.99
		CENTRAL PUMP & MOTOR	SLURRY PUMP REPAIR	1,670.82
		WASTE MANAGEMENT	DUMPSTER- MAY'15	75.14
		ENVIRONMENTAL RESOURCE ASSOCIATES	QUARTERLY AUDITS	278.31
		FARM & HOME SUPPLY INC	ROPE, PIPE FITTINGS	17.02
		FASTENAL	SAFETY GLASSES & VEST	19.86
			ANCHOR BOLTS	18.03
		HYGIENIC LABORATORY-AR	2 NH3'S, 2 BOD'S	38.00
			4NH3'S, 2N&P, 2TKN	38.00
			NH3S	38.00
			2NH3'S	38.00
			2BODS	73.00
			WEIT TEST	450.00
			METALS TESTING NPDES	315.50
			METALS TESTING NPDES	315.50
		ALLIANT ENERGY-INT PWR&LGHT	GAS MAY'15	493.91
			ELECTRIC MAY'15	4,493.83
		HYDRO-KLEAN	SLIPLINE CEDAR ST	13,320.00
		IOWA TOOL & MANUFACTURING INC	RAKE WEIR PLATE	750.00
		JWC ENVIRONMENTAL	REPLACE GRINDER	8,901.00
		IOWA OFFICE INTERIORS	UTILITY BILLS	2,421.16
		OFFICE DEPOT	BATTERIES,HOUSE, PADS	56.76
			BATTERIES,MOUSE, PADS	23.16
		FETTY CASH - SANITATION	O'REILLY - TAIL LIGHT, CON	23.38
		SERVICE TECHS INC	WEED TRIMMER BLADES	21.90
		QUALITY CONTROL EQUIPMENT CO	SAMPLER	4,800.00
		TRANSIT WORKS	MARKING FLAGS, PAINT	258.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		UPS	POSTAGE	16.82
			POSTAGE	41.58
		USA BLUE BOOK	GAUGES, FRT	109.39
		WOLFE, JASON	QTR CELL PHCNE REIMBURSEME	60.00
			TOTAL:	141,625.31
ANIMAL CONTROL	ANIMAL SHELTER *AG	RYAN'S PET SUPPLIES	CLEANING SUPPLIES	406.86
		CRESTON PUBLISHING CO	CARE AD'S MAY'15	117.91
		CRESTON VET CLINIC PC	CREDIT DISCOUNT-MAY'15	147.92-
			TESTS POUND PUPPIES	84.00
			SPAY DOG-FIZER	138.95
		SOUTHERN HILLS VET SVC INC	TEST & VACC CAT-KEELEY	62.00
			VACC PUPPY - BAKER	40.00
		JONES, MICHELLE	REIMB. DOGGIE DASH TSHIRT	392.00
			CORRECT BANK - REIMBURSE S	392.00-
			REIMB. DOGGIE DASH SHIRTS	392.00
			TOTAL:	1,093.80

===== FUND TOTALS =====		
001	GENERAL FUND	140,154.55
110	ROAD USE TAX	14,729.50
112	PAYROLL TAX BENEFIT	5,000.00
120	POLICE FORFEITURE	79.99
166	RESTRICTED GIFTS-MCKNLY P	17,695.00
301	CAPITAL PROJECTS FUND	950.00
610	SEWER OPERATING FUND	141,625.31
953	ANIMAL SHELTER *AGENCY FU	1,093.80
-----		
	GRAND TOTAL:	321,328.15
-----		

CITY OF CRESTON  
MANUAL CHECKS/DEBITS - PERIOD ENDING 6/16/15

**SELF FUNDING INSURANCE**

TRISTAR BENEFIT	INV CHECK RUN	48,635.35
KABEL	FLEX	70.00
<b>SELF FUNDING INSURANCE</b>	<b>TOTAL</b>	<b>48,705.35</b>

**FINANCE DEPARTMENT**

UNION COUNTY RECORDER	RECORDING FEES	303.00
<b>FINANCE DEPARTMENT</b>	<b>TOTAL</b>	<b>303.00</b>

**PARK RESTRICTED FUND**

IOWA ALCOHOL & BEVERAGE DIVISION	LIQUOR LISC	25.00
<b>PARK RESTRICTED FUND</b>	<b>TOTAL</b>	<b>25.00</b>

**MANUAL CHECKS/DEBITS TOTAL**

**49,033.35**

FUND TRANSFERS FOR PERIOD ENDING:

06/17/15  
POSTING DATE

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

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 3,685.00	009 HOTEL-MOTEL TAX	001 GENERAL FUND	009 3-6910 001 3-4830 009 1110 001 1110	3,685.00   3,685.00	 3,685.00 3,685.00
	FOR: SUMMER PROGRAMS - THEATER VENDOR: CREST AREA THEATER				
\$ 98,000.00	612 SEWER PLANT REPLACEMENT FUND	610 SEWER OPERATING FUND	612 3-6910 610 3-4830 612 1110 610 1110	98,000.00   98,000.00	  98,000.00 98,000.00
	FOR: 70% PAYMENT RAKE DELIVERED VENDOR: DUPERON CORPORATION				
\$ 5,914.50	127 TIF - ASSISTED LIVING	001 GENERAL FUND	127 3-6910 001 3-4830 127 1110 001 1110	5,914.50   5,914.50	 5,914.50 5,914.50
	FOR: ECONOMIC DEVELOPMENT GRANT - FINAL PMT VENDOR: HOMESTEAD OF CRESTON				
\$ 14,824.00	127 TIF - ASSISTED LIVING	001 GENERAL FUND	127 3-6910 001 3-4830 127 1110 001 1110	14,824.00   14,824.00	  14,824.00 14,824.00
	FOR: LEGAL FEES FOR ASSISTED LIVING TIF VENDOR:				
\$ 697.52	127 TIF - ASSISTED LIVING	001 GENERAL FUND	127 3-6910 001 3-4830 127 1110 001 1110	697.52   697.52	 697.52 697.52
	FOR: CLOSE OUT ASSISTED LIVING TIF VENDOR: UNION COUNTY AUDITOR				
\$ 45,569.00	009 HOTEL-MOTEL TAX	001 GENERAL FUND	009 3-6910 001 3-4830 009 1110 001 1110	45,569.00   45,569.00	 45,569.00 45,569.00
	FOR: DEPOT RESTORATION VENDOR: MIDLAND RESTORATION				
\$ 45,569.00	121 L.O.S.T.-PROP TAX RELIEF(50%)	001 GENERAL FUND	121 3-6910 121 1110 001 1110 001 3-4830	45,569.00   45,569.00	  45,569.00 45,569.00
	FOR: DEPOT RESTORATION VENDOR: MIDLAND RESTORATION				
\$ 101,000.00	121 L.O.S.T.-PROP TAX RELIEF(50%)	126 TIF-JAMES SBDV(25%-LMI)	121 3-6910 126 3-4830 121 1110 126 1110	101,000.00   101,000.00	  101,000.00 101,000.00
	FOR: COTTONWOOD LAND - 15.02 ACRES IN DEVELOPMENT VENDOR:				
\$ 5,711.00	121 L.O.S.T.-PROP TAX RELIEF(50%)	001 GENERAL FUND	121 3-6910 001 3-4830 121 1110 001 1110	5,711.00   5,711.00	 5,711.00 5,711.00
	FOR: ASBESTOS REMOVAL & TESTING VENDOR:				
\$ 20,938.40	121 L.O.S.T.-PROP TAX RELIEF(50%)	001 GENERAL FUND	121 3-6910 001 3-4830 121 1110 001 1110	20,938.40   20,938.40	  20,938.40 20,938.40
	FOR: HOUSE DEMOS VENDOR:				
\$ 341,908.42	TOTAL - TRANSFERS				
				HASH TOTALS: \$ 683,816.84	\$ 683,816.84

FUND TRANSFERS FOR PERIOD ENDING:

06/17/15  
POSTING DATE

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

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 45,913.31	126 TIF-JAMES SBDV(25%-LMI)  FOR: N. SIDE SEWER REHAB VENDOR: HYDRO KLEAN	610 SEWER OPERATING FUND	126 3-6910	45,913.31	
			610 3-4830		45,913.31
			126 1110		45,913.31
			610 1110	45,913.31	
\$ 12,579.00	121 L.O.S.T.-PROP TAX RELIEF(50%)  FOR: BINDER INSURANCE VENDOR: EMC BINDER RENEWAL	001 GENERAL FUND	121 3-6910	12,579.00	
			001 3-4830		12,579.00
			121 1110		12,579.00
			001 1110	12,579.00	

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 06-98, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED JAMES SUBDIVISION URBAN RENEWAL AREA, IN THE CITY OF CRESTON, COUNTY OF UNION, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF CRESTON, COUNTY OF UNION, CRESTON COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE AMENDED JAMES SUBDIVISION URBAN RENEWAL AREA (AMENDMENT NO. 2 TO THE JAMES SUBDIVISION URBAN RENEWAL PLAN)

WHEREAS, the City Council of the City of Creston, State of Iowa, has heretofore, in Ordinance No. 06-98, provided for the division of taxes within the James Subdivision Urban Renewal Area, pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, territory now has been removed from the James Subdivision Urban Renewal Plan through the adoption of Amendment No. 2 to the James Subdivision Urban Renewal Plan; and

WHEREAS, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the amended James Subdivision Urban Renewal Area, and the continuing needs of redevelopment within the amended James Subdivision Urban Renewal Area are such as to require the continued application of the incremental tax resources of the amended James Subdivision Urban Renewal Area; and

WHEREAS, the following enactment is necessary to accomplish the objectives described in the premises.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRESTON, STATE OF IOWA, THAT:

Ordinance Number 06-98 is hereby amended to read as follows:

Section 1. For purposes of this Ordinance, the following terms shall have the following meanings:

a) Original Area shall mean that portion of the City of Creston, State of Iowa, described in the Urban Renewal Plan for the James Subdivision Urban Renewal Area approved by Resolution No. 133 on the 5th day of May, 1998, which Original Area includes the lots and parcels located within the area legally described as follows:

Adams Street from Park Street to Cottonwood; Cottonwood from Adams Street to Townline Road; Townline Road from Cottonwood to Lincoln Street; Lincoln Street from Townline Road to Spencer; Spencer as if extended one (1) block to Park Street; Park Street from extension of Spencer to Adams Street, within the city limits of the City of Creston, County of Union, State of Iowa;

b) Amendment No. 1 Area shall mean that portion of the City of Creston, State of Iowa, described in Amendment No. 1 to the Urban Renewal Plan for the James Subdivision Urban Renewal Area approved by Resolution No. 101 on the 5th day of December, 2006, which Amendment No. 1 Area removes the lots and parcels located within the area legally described as follows:

AMENDMENT NO. 1 AREA (removed)

Lot 1B, James Subdivision, with all land completely within the City limits of the City of Creston, County of Union, State of Iowa; including all adjacent and contiguous rights-of-way.

c) Amendment No. 2 Area shall mean that portion of the City of Creston, State of Iowa, described in Amendment No. 2 to the Urban Renewal Plan for the James Subdivision Urban Renewal Area approved by Resolution No. \_\_\_\_\_ on the 2nd day of June, 2015, which Amendment No. 2 Area removes the lots and parcels located within the area legally described as follows:

AMENDMENT NO. 2 AREA (removed)

Beginning at the SW corner of the intersection of Park Street and Adams Street, thence north along and extending the west right of way line of Park Street to the north right of way line of Spencer Street also being the north line of the SE ¼ of Section 2, thence west along the north line of the SE ¼ of Section 2 to the centerline of Cottonwood Street also being the west line of the SE ¼ of Section 2, thence south along the west line of the SE ¼ of Section 2 to the south right of way line of Adams Street, thence east along the south right of way line of Adams Street to point of beginning. EXCEPT that portion of Cottonwood Street lying east of centerline between the north line of the SE ¼ of Section 2 and Adams Street and all the right of way of Adams Street lying between the centerline of Cottonwood Street and the west right of way line of Park Street included in the original area. All located within the city limits of Creston, Union County, Iowa 2-72-31

Removing Parcels

Parcel ID - 2401049001900  
Parcel ID - 2401049002000  
Parcel ID - 2401049002100  
Parcel ID - 2401049009400

Pt. Parcel ID - 2401049009200  
Pt. Parcel ID - 2401049009100  
Parcel ID - 2401049006500  
Parcel ID - 2401049006510  
Parcel ID - 2401049006550  
Parcel ID - 2501000002000  
Parcel ID - 2501000001950  
Parcel ID - 2501000001900  
Parcel ID - 2501000001925  
Parcel ID - 2401069001000  
Parcel ID - 2401069001100  
Parcel ID - 2401069001200  
Parcel ID - 2401049006300  
Parcel ID - 2401049006400  
Parcel ID - 2401049006360  
Parcel ID - 2401049006395  
Parcel ID - 2401049002150  
Parcel ID - 2401049002200  
Parcel ID - 2401049002300  
Parcel ID - 2401049002350  
Parcel ID - 0501000000000

There are some parcels that will be removed from the James Subdivision Urban Renewal Area that are unnumbered and unidentified.

d) Amended Area shall mean that portion of the City of Creston, State of Iowa, included within the Original Area except the portion removed by Amendment No. 1 and except the portion removed by Amendment No. 2, which Amended Area includes the lots and parcels located within the area legally described in subparagraphs (a)-(c) above.

Section 2. The taxes levied on the taxable property in the Amended Area, legally described in Section 1 hereof, by and for the benefit of the State of Iowa, County of Union, Iowa, Creston Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 3. As to the Amended Area (the Original Area less the Amendment No. 1 Area and less the Amendment No. 2 Area), that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in the Amended Area upon the total sum of the assessed value of the taxable property in the Amended Area as shown on the assessment roll as of January 1, 1997 shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such area.

Section 4. That portion of the taxes each year in excess of the base period taxes for the Amended Area, determined for each sub-area thereof as provided in Section 3 of this Ordinance, shall be allocated to and when collected be paid into the special tax increment fund previously

established by the City of Creston, State of Iowa, to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12 of the Code of Iowa, incurred by the City of Creston, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Amended Area pursuant to the Urban Renewal Plan, as amended, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions under Iowa Code Section 403.19 shall be collected against all taxable property within the Amended Area without any limitation as hereinabove provided.

Section 5. Unless or until the total assessed valuation of the taxable property in the areas of the Amended Area exceeds the total assessed value of the taxable property in the areas shown by the assessment rolls referred to in Section 3 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 6. At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of Creston, State of Iowa, referred to in Section 4 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 7. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to continue the division of taxes from property within the Original Area (less the Amendment No. 1 Area and less the Amendment No. 2 Area) under the provisions of Section 403.19 of the Code of Iowa, as authorized in Ordinance No. 06-98, and to fully implement the provisions of Section 403.19 of the Code of Iowa with respect to the division of taxes from property within the Original Area less than Amendment No. 1 Area and less the Amendment No. 2 Area as described above. Notwithstanding any provisions in any prior Ordinances or other documents, the provisions of this Ordinance and all prior Ordinances relating to the Urban Renewal Area, as amended, shall be construed to continue the division of taxes from property within the Area to the maximum period of time allowed by Section 403.19 of the Code of Iowa. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Amended Area and the territory contained therein.

Section 8. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

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

Read First Time: \_\_\_\_\_, 2015

Read Second Time: \_\_\_\_\_, 2015

Read Third Time: \_\_\_\_\_, 2015

PASSED AND APPROVED: \_\_\_\_\_, 2015.

I, \_\_\_\_\_, City Clerk of the City of Creston, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. \_\_\_\_\_ passed and approved by the City Council of the City at a meeting held \_\_\_\_\_, 2015, signed by the Mayor on \_\_\_\_\_, 2015, and published in the Creston News-Advertiser on \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Clerk, City of Creston, State of Iowa

(SEAL)  
01106568-1\10351-044

**(These agenda items should be incorporated with the other items in your regular agenda and posted/published as required.)**

AGENDA ITEMS

Governmental Body: The City Council of the City of Creston in the State of Iowa.  
Date of Meeting: June 16, 2015.  
Time of Meeting: 6:00 P.M.  
Place of Meeting: Council Chambers, City Hall, 116 West Adams, Creston, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

South Cottonwood Residential Urban Renewal Plan

- Public hearing on the proposal to enter into a Development Agreement with Sonntag Development, LLC.
- Resolution approving and authorizing execution of a Development Agreement by and between the City of Creston and Sonntag Development, LLC.

Such additional matters as are set forth on the additional \_\_\_\_\_ page(s) attached hereto.  
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

\_\_\_\_\_  
City Clerk, City of Creston in the State of Iowa

June 16, 2015

The City Council of the City of Creston in the State of Iowa, met in \_\_\_\_\_ session, in the Council Chambers, City Hall, 116 West Adams, Creston, Iowa, at 6:00 P.M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_  
\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and between the City of Creston and Sonntag Development, LLC, and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 364.6 of the City Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that \_\_\_\_\_ written objections had been filed. The Mayor then called for oral objections and \_\_\_\_\_ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

**(Attach here a summary of objections received or made, if any)**

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member \_\_\_\_\_ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CRESTON AND SONNTAG DEVELOPMENT, LLC", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ o'clock \_\_.M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, at this place.

Council Member \_\_\_\_\_ seconded the motion. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND  
BETWEEN THE CITY OF CRESTON AND SONNTAG  
DEVELOPMENT, LLC

WHEREAS, by Resolution No. 172-15, adopted June 2, 2015, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the South Cottonwood Residential Urban Renewal Plan (the "Plan") for the South Cottonwood Residential Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan as amended, is on file in the office of the Recorder of Union County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from Sonntag Development, LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to: construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the South Cottonwood Residential Urban Renewal Area as defined and legally described in the Agreement; construct certain Infrastructure Improvements (as defined in the Development Agreement); and develop a housing project, together with related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City will transfer certain real property located within the South Cottonwood Residential Urban Renewal Area as defined and legally described in the Agreement to Developer and make two (2) payments of Economic Development Grants to Developer, the cumulative total for both payments not to exceed the lesser of \$1,000,000, or the actual costs of the Infrastructure Improvements, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement also proposes that Developer will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$687,800 on January 1, 2016 and \$5,006,800 on January 1, 2017; and

WHEREAS, Iowa Code Chapters 15A and 403 authorize cities to make loans and grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law

and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CRESTON IN THE STATE OF IOWA:

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of loans and grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in

substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 16th day of June, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

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



**ITEMS TO INCLUDE ON AGENDA**

**CITY OF CRESTON, IOWA**

Not To Exceed \$1,300,000 Taxable General Obligation Urban Renewal Bonds

- Public hearing on the issuance.
- Resolution instituting proceedings to take additional action.

**NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.**

June 16, 2015

The City Council of the City of Creston, State of Iowa, met in \_\_\_\_\_ session, in the Council Chambers, City Hall, 116 West Adams, Creston, Iowa, at \_\_\_\_\_ .M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the issuance of not to exceed \$1,300,000 Taxable General Obligation Urban Renewal Bonds, of the City of Creston, State of Iowa, in order to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the Urban Renewal Plan for the South Cottonwood Residential Urban Renewal Area, including funding a development agreement with Sonntag Development LLC, for essential corporate urban renewal purposes, and that notice of the proposal to issue the Bonds and the right to petition for an election had been published as provided by Sections 384.24(3)(q), 384.25 and 403.12 of the Code of Iowa, and the Mayor then asked the City Clerk whether any petition had been filed in the Clerk's Office, as contemplated in Section 362.4 of the Code of Iowa, and the Clerk reported that no such petition had been filed, requesting that the question of issuing the Bonds be submitted to the qualified electors of the City.

The Mayor then asked the Clerk whether any written objections had been filed by any resident or property owner of the City to the issuance of the Bonds. The Clerk advised the Mayor and the Council that \_\_\_\_\_ written objections had been filed. The Mayor then called for oral objections to the issuance of the Bonds and \_\_\_\_\_ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

Whereupon, the Mayor declared the hearing on the issuance of the Bonds to be closed.

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member \_\_\_\_\_ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$1,300,000 TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, at this place.

Council Member \_\_\_\_\_ seconded the motion. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE  
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO  
EXCEED \$1,300,000 TAXABLE GENERAL OBLIGATION  
URBAN RENEWAL BONDS

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$1,300,000 General Obligation Urban Renewal Bonds, for essential corporate urban renewal purposes, in order to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the Urban Renewal Plan for the South Cottonwood Residential Urban Renewal Area, including funding a development agreement with Sonntag Development LLC, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRESTON, STATE OF IOWA:

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$1,300,000 General Obligation Urban Renewal Bonds, for the foregoing essential corporate urban renewal purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 16<sup>th</sup> day of June, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

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

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF UNION )

I, the undersigned City Clerk of the City of Creston, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of public hearing and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Clerk, City of Creston, State of Iowa

(SEAL)

Prepared by: Kevin W. Kruse, Public Works Director, 116 W. Adams St., Creston, Iowa 50801 641-782-2000, ext. 1  
Return to: Lisa Williamson, City of Creston, P.O. Box 449, Creston, Iowa 50801

## EASEMENT

COMES NOW the **CITY OF CRESTON** (“City”) and **INTERSTATE ENTERPRISES, LTD.** (“Interstate”), and enter into an easement for use of a portion of the city right-of-way on the following described real estate, to-wit:

The easterly right of way of New York Avenue adjacent to and parallel with Lot 79, West Creston, Section B, Creston, Union County, Iowa.

The City hereby grants Interstate a permanent, non-exclusive fifteen-foot wide easement over and across the city right-of-way described above, to use as a driveway for ingress and egress to that property owned by Interstate legally described as set forth on Exhibit “A” attached hereto and incorporated herein by this reference.

Interstate shall bear the expense of maintaining, repairing, and removing snow and debris from the driveway, provided however, that the City shall bear the expense of any repairs or maintenance required by the use of the driveway by the City’s agents, employees, or licensees. Unless the City and Interstate agree otherwise, all maintenance, repair and removal shall be performed by Interstate.

Interstate hereby agrees to indemnify and defend the City from all liability, suits, actions, claims, costs, damages and expenses of every kind and description, including claims for personal injury, except to the extent the matter is the result of the intentional, negligent or reckless conduct of the City or their agents, employees, or licensees. .

Interstate further agrees that if for any reason the City or any other utility company requires the use of this right-of-way and such use requires the driveway be removed , Interstate will bear responsibility for the driveway’s removal. . In such an event, the City agrees to cooperate with Interstate to aid them in securing alternate access to Interstate’s property identified on Exhibit “A.”

All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and be binding upon, inure to the benefit of, and be

enforceable by the City and Interstate, and their respective successors and assigns. The benefits of the driveway easement granted herein shall not be extended to any properties other than Interstate's property identified on Exhibit "A," without the consent of the City.

This Agreement shall be construed and enforced in accordance with the internal laws of the State of Iowa.

This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF CRESTON, IOWA

BY: \_\_\_\_\_  
WARREN WOODS, MAYOR

Attest: \_\_\_\_\_  
Name: LISA WILLIAMSON  
Title: CITY CLERK

INTERSTATE ENTERPRISES, LTD.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF IOWA     )  
                                  (ss.  
COUNTY OF UNION )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **WARREN WOODS**, to me personally known, who, being by me duly sworn, did say that he is the **Mayor** for the **CITY OF CRESTON** and **LISA WILLIAMSON** to me personally known, who, being by me duly sworn, did say that s/he is the **CITY CLERK** for the **CITY OF CRESTON**; that the seal affixed thereto is the seal of the **CITY OF CRESTON**; that said instrument was signed and sealed on behalf of said **CITY OF CRESTON** by authority of its Board of Directors as contained in Resolution No. \_\_\_\_\_ adopted by the City Council on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; and that the said

**WARREN WOODS** as Mayor, acknowledged the execution of said instrument to be the voluntary act and deed of said **CITY OF CRESTON**, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF IOWA     )  
                                  (ss.  
COUNTY OF \_\_\_\_\_)

This record was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ as \_\_\_\_\_ of **INTERSTATE ENTERPRISES, LTD.**, an Iowa corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of Interstate's Real Property**

Parcel "U" located in a portion of Lot Numbered Seventy-seven (77) in West Creston, Section "B", Creston, Union County, Iowa, as shown in a Plat of Survey recorded in the office of the Union County Recorder on April 17, 2014, in Book 004, Page 647;

AND

Lot Numbered Seventy-seven (77) in West Creston, Section "B", Creston, Union County, Iowa, EXCEPT that part of said Lot Numbered Seventy-seven (77) described as follows: Commencing at the Southwest corner of Lot 77 in West Creston, Section "B", thence North 100 feet, thence East 32 feet, thence North 73 feet, to the North line of said Lot, thence East 18 feet, thence South 173 feet, thence West to the place of beginning; AND

Lot Numbered Seventy-eight (78) in West Creston, Section "B", Creston, Union County, Iowa, EXCEPT that part of said Lot Numbered Seventy-eight (78) described as follows: Commencing at the Southwest corner of Lot 78, in West Creston, Section "B", thence North 70 feet, thence East 50 feet, thence South 70 feet, thence West to the place of beginning; AND

Lot Numbered Seventy-nine (79) in West Creston, Section "B", Creston, Union County, Iowa, EXCEPT that part of said Lot Numbered Seventy-nine (79) described as follows: Commencing at the Southwest corner of Lot 79, in West Creston, Section "B", thence due Northeasterly along the West line of said Lot 79 a distance of 90 feet, thence Easterly to a point 70 feet North of the Southeast corner of said Lot 79, thence South along the East line of said Lot 79, a distance of 70 feet, thence West to the place of beginning;

ALSO EXCEPTING FROM LOTS 78 AND 79 the following described property:

Parcel "T" located in a portion of Lots Numbered Seventy-eight (78) and Seventy-nine (79) in West Creston, Section "B", Creston, Union County, Iowa, as shown in a Plat of Survey recorded in the office of the Union County Recorder on April 17, 2014, in Book 004, Page 646 (Instrument No. 2014-00000643).

## Application and Certificate for Payment

**TO OWNER:** CITY OF CRESTON  
 116 WEST ADAMS STREET  
 CRESTON, IOWA 50801

**PROJECT:** CITY HALL-MASONRY REPAIRS  
 116 WEST ADAMS STREET  
 CRESTON, IOWA 50801

**FROM CONTRACTOR:** MIDLAND RESTORATION  
 P.O. BOX 247  
 FORT SCOTT, KS 66701-0247

**VIA ARCHITECT:** MATTHEW COEN, AIA  
 WALKER COEN LORENTZEN  
 3706 INGERSOLL AVENUE  
 DES MOINES, IA 50312

**APPLICATION NO:** THREE  
**PERIOD TO:** 06/10/2015  
**CONTRACT FOR:** MASONRY REPAIRS  
**CONTRACT DATE:** 04/08/2015  
**PROJECT NOS:** N/A /

**Distribution to:**  
 OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
 AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 96800.00
2. NET CHANGE BY CHANGE ORDERS ..... \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 96800.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 83828.80

5. RETAINAGE:
  - a. 05 % of Completed Work  
 (Column D + E on G703) \$ 4191.44
  - b. 05 % of Stored Material  
 (Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) ..... \$ 4191.44

6. TOTAL EARNED LESS RETAINAGE ..... \$ 79637.36

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 54624.24  
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 25013.12

9. BALANCE TO FINISH, INCLUDING RETAINAGE  
 (Line 3 minus Line 6) \$ 17162.64

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -0-	\$ -0-
Total approved this month	\$ -0-	\$ -0-
<b>TOTAL</b>	<b>\$ -0-</b>	<b>\$ -0-</b>
NET CHANGES by Change Order	\$ -0-	

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

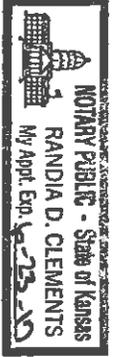
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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By: Matthew S. Coen Date: 06/10/2015  
 State of: Kansas

County of: Bourbon  
 Subscribed and sworn to before me this 10th day of June, 2015

Notary Public: Randia D. Clements  
 My commission expires: 06/23/2017



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 25,013.12

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: [Signature] Date: 6/10/2015

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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## Continuation Sheet

AIA Document G702™, Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: THREE  
 APPLICATION DATE: 06/10/2015  
 PERIOD TO: 06/10/2015  
 ARCHITECT'S PROJECT NO: N/A

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			E THIS PERIOD	% (G + C)				
01	MOBILIZATION	9680.00	9680.00	0.00	0.00	9680.00	0.00	484.00
02	BONDS	2904.00	2904.00	0.00	0.00	2904.00	0.00	145.20
03	CUTTING MORTAR JTS	38720.00	29040.00	9680.00	0.00	38720.00	0.00	1936.00
04	TUCKPOINTING&STUCCO	16456.00	3291.20	9873.60	0.00	13164.80	0.00	658.24
05	CAULKING	4840.00	0.00	4840.00	0.00	4840.00	0.00	242.00
06	RESET CAPS	4840.00	4840.00	0.00	0.00	4840.00	0.00	242.00
07	CLEANING	9680.00	7744.00	1936.00	0.00	9680.00	0.00	484.00
08	WATER REPELLANT	9680.00	0.00	0.00	0.00	0.00	9680.00	0.00
XX	GRAND TOTAL	96800.00	57499.20	26329.60	0.00	83828.80	086	4191.44

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## **CONTRACT FOR SERVICES**

This AGREEMENT made and entered into this \_\_\_\_ day of June, 2015, by and between the CITY OF CRESTON and WEST AVIATION, INC.

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

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

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

### Consideration:

1. CITY OF CRESTON shall pay the CONTRACTOR the sum of Thirty-two Thousand Five Hundred Dollars (\$32,500.00) per annum for a one (1) year period commencing July 1, 2015;
2. The CITY OF CRESTON shall provide and maintain the existing fuel pump to the CONTRACTOR. Any change in the fuel pump systems must be mutually agreed upon by both Parties;
3. The CONTRACTOR shall arrange for the purchase of fuel for retail sale. The CITY OF CRESTON will retain ownership of the fuel;
4. CONTRACTOR shall have the option of operating as a Fixed Based Operator and use of the above facilities for that purpose;
5. CONTRACTOR shall be permitted to conduct any activity consistent with operation of a Fixed Based Operator business, and shall be allowed to retain all income generated therefrom;
6. The CITY OF CRESTON shall retain the control and revenues generated by the farm lease. The CONTRACTOR will honor said farm lease and allow Lessee's compliance to all terms and conditions of their lease. Fixed Based Operator also will allow farm tenants access to their crops and hay ground;
7. The CITY OF CRESTON shall retain hangar lease control and revenues of said lease to be kept by the CITY OF CRESTON;
8. This contract shall not be sold, sublet, or transferred to another without written approval by both Parties;

### Duties:

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

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

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

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

City Responsibilities:

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

Additional Provisions:

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

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

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

Termination:

This AGREEMENT shall terminate on June 30, 2016. Either Party may terminate this AGREEMENT on the proof of a default of the terms contained herein;

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

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

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

Modification:

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

SIGNED this \_\_\_\_\_ day of June, 2015

WEST AVIATION, INC.

CITY OF CRESTON

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

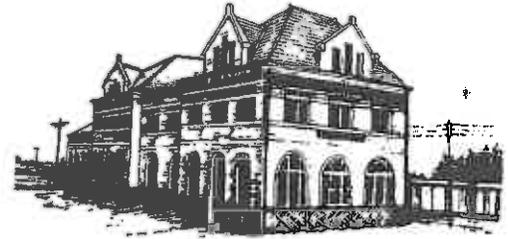
\_\_\_\_\_  
Warren Woods, Mayor

AIRPORT COMMISSION:

\_\_\_\_\_  
Tadd Carr, Chair

City of  
**CRESTON, IOWA**

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



*Creston's Restored Depot and City Hall*

June 12, 2015

TO: Mayor Woods and City Council Members

RE: Clint Lovely, 505 W Buckeye, requesting street light in front of residence

Clint Lovely is requesting that a street light be placed mid-block in the 500 block of West Buckeye.

I contacted Steve Marian with Alliant Energy and he has said that a 80 watt LED street light can be placed on an existing transformer pole across the street from 505 W Buckeye at the cost of \$8.71 per month to the city.

Please contact me with any questions at 641-782-2000 Ext.1 or at [kkruise@crestoniowa.org](mailto:kkruise@crestoniowa.org).

Yours truly,

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

Kevin Kruse  
Public Works Director

**Interstate Power & Light Company (Applicable to the Iowa Service Area)  
ESTIMATE**

Customer Name: City of Creston

Date: 6/3/2015

Mailing Address:

Phone #

Project Address: 505 W Buckeye  
Creston, IA 50801

Account #

WR #

Contract # \_\_\_\_\_

The lighting contemplated herein is based upon the Company's Standard Charges for installation of new facilities.

Standard Charge Description	Billing Code	QTY	Installed Cost
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Iowa Total Free Conductor Footage = 0 feet

Iowa Total Free Cable Footage = 0 feet

Iowa Free Trenching Footage = 0 feet

Street Lighting Facilities Installed Standard Charge = \$0.00

Iowa Contribution Tax Adder = 33.54%

Tax Amount = \$0.00

**Non-Refundable Contribution In Aid of Construction Required = \$0.00**

Reimbursable Charge Description	Billing Code	Amount
---------------------------------	--------------	--------

**Non-Refundable Reimbursement Required = \$0.00**

Tariff Item Description	Rate Code	QTY	Total Charge
80 WATTS LED or 100 WATTS HPS (DECORATIVE)	640	1 each	\$6.01
SHARED WOOD	640	1 each	\$2.70

**monthly Tariff cost without energy charge and taxes = \$8.71**

**Total Non-Refundable Project Contribution = \$0.00**

COMMENTS:

**Pricing valid for 30 calendar days. ( until 07/03/2015 )**

The lighting contemplated herein is based upon the Company's Standard Charges for installation of new facilities.



**MARTENS & COMPANY, CPA, LLP**

CERTIFIED PUBLIC ACCOUNTANTS  
4949 Pleasant Street, Suite 104  
West Des Moines, Iowa 50266

REC'D JUN 08 2015

(515)-223-4841  
FAX: (515)-223-0851

June 4, 2015

Lisa Williamson, City Clerk  
Honorable Mayor and Members of the City Council  
City of Creston  
PO Box 449  
Creston, Iowa 50801

We are pleased to confirm our understanding of the services we are to provide the City of Creston for the year ended June 30, 2015. We will audit the financial statements of the City of Creston's governmental activities, business-type activities, the aggregate discretely presented component units each major fund and the aggregate remaining fund information which collectively comprise the entity's basic financial statements as of and for the year ended June 30, 2015. We understand that the financial statements will be presented in accordance with the cash basis of accounting. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD & A), to supplement the City of Creston's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Standards Board who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Creston's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedule of receipts, disbursements and changes in balances - budget and actual (cash basis)

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Creston's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

1. Schedule of cash receipts, disbursements and changes in cash balances - nonmajor governmental funds
2. Schedule of indebtedness
3. Long term debt maturities
4. Schedule of receipts by source and disbursements by function - all governmental funds.

### **Audit Objective**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with the cash basis of accounting and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and will include tests of accounting records, and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Creston's financial statements. Our report will be addressed to the Honorable Mayor and City Council of the City of Creston. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unqualified (unmodified), we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control on compliance, (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Creston is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal controls and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures - Internal Control**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal

control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Creston's compliance with provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also assist in preparing the financial statements and related notes of the City of Creston in conformity with the cash basis of accounting based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

### **Management Responsibilities**

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met, following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements and all accompanying information in conformity with the cash basis of accounting; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with the cash basis of accounting. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (a) you are responsible for presentation of the supplementary information in accordance with the cash basis of accounting; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance the cash basis of accounting; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits, attestation engagements, performance audits or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

### **Audit Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City of Creston and the Auditor, State of Iowa; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Martens & Company, CPA, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to Auditor, State of Iowa or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Martens & Company, CPA, LLP personnel.

Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Richard D. Atterbury is the engagement partner and is responsible for supervising the engagement and signing the report.

We tentatively expect to begin our audit on approximately July 27, 2015 and to issue our reports no later than September 30, 2015.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, typing postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$13,125. This fee does not include the fee for the annual financial report which is covered under a separate engagement letter. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report. Our 2014 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Creston and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*Martens & Company, CPA, LLP*

MARTENS & COMPANY, CPA, LLP

RESPONSE:

This letter correctly sets forth the understanding of the City of Creston.

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

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

OLSEN, MUHLBAUER & CO., L.L.P.  
*Certified Public Accountants*

PARTNERS

RICHARD D. MUHLBAUER  
PATRICK J. O'BRIEN  
TRUDENE L. WITTMACK  
KARLA L. FULTON  
TAMMY M. BRUCH  
ROBERT L. MUHLBAUER

1127 PLAZA DR.  
VILLAGE PARK EAST  
CARROLL, IOWA 51401  
712-792-4314  
FAX 712-792-4503

SYSTEM REVIEW REPORT

November 18, 2014

To the Partners of  
Martens & Company, CPA, L.L.P.  
and the Peer Review Committee of the Iowa Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Martens & Company, CPA, L.L.P. (the firm) in effect for the year ended June 30, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedure. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under Government Auditing Standards, and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Martens & Company, CPA, L.L.P. in effect for the year ended June 30, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Martens & Company, CPA, L.L.P. has received a peer review rating of pass.

*Olsen, Muhlbauer & Co., LLP*

OLSEN, MUHLBAUER & CO., L.L.P.  
Certified Public Accountants

January 12, 2015

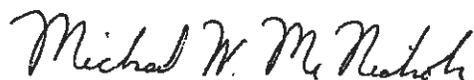
Richard D. Atterbury, CPA  
Martens and Company, CPA, LLP  
4949 Pleasant St Ste 104  
West Des Moines, IA 50266

Dear Mr. Atterbury:

It is my pleasure to notify you that on January 6, 2015, the Iowa Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is December 31, 2017. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,



Michael W. McNichols, CPA  
Committee Chair

cc: Patrick J. O'Brien, CPA

Firm Number: 10045201

Review Number 364309



**GREATER REGIONAL  
MEDICAL CENTER**



**GREATER REGIONAL  
HEALTHCARE FOUNDATION**

## **AED Donation Agreement**

Greater Regional Medical Center and/or the Greater Regional Healthcare Foundation granted funds for the placement/training of an AED at the \_\_\_\_\_ in \_\_\_\_\_, Iowa.

\*\* Union County Coalition Grant Funds also contributed to the AED purchase (check if applies).

Please acknowledge an agreement to follow state regulations regarding AED implementation.

***Iowa Good Samaritan Act. Iowa Code 613.17.*** This act provides that a person who is in good faith renders emergency care and assistance, without compensations, shall not be responsible for civil damages for any acts of omissions during the provision of emergency care. The statute specifically indicates that “for purposes of this section, a person rendering emergency care or assistance includes a person involved in a workplace rescue arising out of an emergency or accident.” This Good Samaritan Act provides protection to a rescuer, even an untrained rescuer, who used an AED on a cardiac arrest victim.

Our organization agrees to:

- 1) Appoint responsibility for the management of the AED.
- 2) Assume responsibility for the purchase and replacement of batteries, pads and other supplies (as needed).
- 3) Agree to inspections and maintenance in accordance with written user and service recommendations provided by the manufacturer.
- 4) Agree to the responsibility to train sufficient staff (at least one trained staff person) on-site during normal business hours. Greater Regional Medical Center agrees to provide initial AED instruction as part the AED placement.

### **Organization representative**

(Print name): \_\_\_\_\_

Signature of Agreement: \_\_\_\_\_

Position: \_\_\_\_\_

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

### **Greater Regional Medical Center**

Approved by: \_\_\_\_\_

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

Date Training Provided: \_\_\_\_\_

AED Model Number/Serial Number: \_\_\_\_\_



June 5, 2015

**CHANGE ORDER NO. 1**

**CRESTON, IOWA  
NORTH SIDE SANITARY SEWER REHABILITATION**

Change Order No. 1 is to add three additional point repairs to the North Side Sanitary Sewer Rehabilitation project. The three point repairs are from manhole M-27 to manhole M-26, manhole M-25 to manhole M-24, and manhole M-24 to manhole M-23.

Point Repair No. 5 (M-27 to M-26) consists of the replacement of 17 linear feet of 21" diameter sanitary sewer main 156' to 173' west of manhole M-27.

Point Repair No. 6 (M-25 to M-24) consists of the replacement of 13 linear feet of 21" diameter sanitary sewer main 149' to 162' west of manhole M-25.

Point Repair No. 7 (M-24 to M-23) consists of the removal of a rectangular structure just west of manhole M-24. The repair also includes 6 linear feet of 21" diameter sanitary sewer main to connect the existing pipe to manhole M-24.

Lump sum prices for the point repairs include furnishing pipe, handling, laying, pipe bedding, materials, trench excavation, removal of existing sewer, handling of existing wastewater flow, dewatering, pipe bedding, materials, backfill under utilities, connections between dissimilar pipes, connection to existing sewer, protection of utilities, sheeting, shoring and bracing, granular backfill full height of trench, testing, seeding and miscellaneous associated work. 8" PCC Pavement bid item and contract unit price will be used for pavement removal and replacement necessary for the point repairs. 21" sanitary sewer pipe used for the point repairs will be ASTM F949 profile wall construction; Contech A-2000, or equal.

Change Order No. 1 adds the following items to the contract:

	Unit	Quantity	Unit Price	Total Price
Mobilization	LS	1	\$9,020.00	\$9,020.00
8" PCC Pavement	SY	76	\$183.75	\$13,965.00
Point Repair No. 5 (M-27 to M-26)	LS	1	\$9,900.00	\$9,900.00
Point Repair No. 6 (M-25 to M-24)	LS	1	\$9,570.00	\$9,570.00
Point Repair No. 7 (M-24 to M-23)	LS	1	\$7,700.00	\$7,700.00
				<b>\$50,155.00</b>

**Change Order No. 1 increases the price for the North Side Sanitary Sewer Rehabilitation project by a total of \$50,155.00.**

**HYDRO-KLEAN LLC**

**CITY OF CRESTON, IOWA**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**VEENSTRA & KIMM, INC.**

**ATTEST:**

By \_\_\_\_\_

By \_\_\_\_\_

Title Project Engineer

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**WAIVER OF LIABILITY**

In consideration of being able to engage in the following activity; CIPP Lining of 324 linear feet of 12" diameter VCP on the easement between Maple and Elm between M-31 and M-30; CIPP Lining of 428 linear feet of 12" diameter VCP on the diagonal line from Elm to Spence between M-30 to M-29; CIPP Lining of 168 linear feet of 12" diameter VCP on the easement between Oak and Division from M-28 to M-27. (hereinafter referred to as the "Activity") coordinated by Hydro-Klean, LLC of 333 NW 49<sup>th</sup> Place, Des Moines, Iowa 50313, I acknowledge and agree to, on my own behalf, and on the behalf of my personal representatives, assigns, administrators, and the City of Creston, of 116 W Adams Street, Creston, Iowa 50801 as follows:

1. I am aware and acknowledge that property damage or host pipe failure may result from my participation in the Activity and from the use of the premises or facilities where the Activity is located or is to occur, or if premises and facilities is not an applicable description, the general area where the Activity is to occur, and the use of any sanitary sewer services, mains or related structures located therein or thereon (collectively the "Activity Premises").
2. I hereby release Hydro-Klean, LLC of 333 NW 49<sup>th</sup> Place, Des Moines, Iowa 50313 and (collectively, the "Releasees") from and against any and all liability for loss, damage, and injury (except for personal injuries to employees of Hydro-Klean, LLC), expense, demand or cause of action that the City of Creston, of 116 W Adams Street, Creston, Iowa 50801 may suffer whether with respect to damage to or destruction of property or otherwise, which may arise as a result of project performance in, upon or about the Activity Premises or use of the Activity Premises.
3. I will indemnify and hold harmless the Releasees, collectively and individually, from any and all losses, liabilities, damages, demands, costs, causes of action and expenses that they may incur (except for personal injuries to employees of Hydro-Klean, LLC), for any reason whatsoever, which may arise as a result of their participation in the Activity, or their presence in, upon or about the Activity Premises.

**I acknowledge that I have read this Waiver of Liability, and have been given reasonable opportunity to discuss this with my legal counsel. Further, I acknowledge that I fully understand the terms of this Waive of Liability and that I have signed it freely and voluntarily without any inducement, assurance, guarantee or oral representation being made.**

**Date:** June 5, 2015

**Signature:** \_\_\_\_\_

**Print:** \_\_\_\_\_

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

**City of Creston, Iowa  
116 W Adams Street  
Creston, Iowa 50801**

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*

**I & I Special Assessment Form**

I/We Edward & Anna Thompson hereby acknowledge that I/we have special assessment for sewer balance of 2500 due to the City of Creston. This indebtedness was incurred as a result of work done to comply with the City of Creston's Municipal Wastewater System Ordinance, Chapter 95 which prohibits the Inflow and Infiltration of water into the sanitary sewer system.

I/We agree to a repayment plan of 10 (maximum of 10) equal installments of \$ 250<sup>00</sup> plus interest at a rate of 6% plus a \$5.00 administration fee due with each installment. The first installment is due on or before September 30<sup>th</sup> annually beginning September 2015. The other installments, with interest on the whole amount unpaid, shall be paid annually thereafter at the same time and in the same manner as the September semi-annual payment of general property taxes.

*Pursuant to Iowa Code Section 311.18, if taxes become delinquent on the first of October, (unless the last day of September is a Saturday or Sunday, in which case it becomes delinquent on the 2<sup>nd</sup> business day of October) the assessment shall bear the same interest and be attended with the same rights and remedies for collection as general property taxes.*

I may discharge the assessment by paying the balance then due on all unpaid installments, with interest on the entire amount of the unpaid installment to December 1 following, as set forth in Sec 384.65.3 (311.17) of the Iowa Code.

By signing, I/we hereby acknowledge the terms and condition of this agreement.

Edward Thompson

Signature

6-11-15

Dated

Anna Thompson

Signature

6-11-15

Dated

Parcel Description (including address, district/parcel number)

1208 N Oak Creston, IA  
Creston Corp Sdc 70 SW 1/4 N 100ft Lot 18

N-100 Foot Lot 18, Sivigart's North

**H&H Commercial Services**

Trent Holliday  
1510 260<sup>th</sup> St  
Diagonal, IA 50845  
641-344-7109

Removed footing tile from the sewer and replaced remaining clay line for Ed  
Thompson 1208<sup>th</sup> N Oak

Material and Labor:

.....\$3,000.00

Thanks for the business!

PREPARED BY & RETURN TO:

MARION E. JAMES, 205½ N. ELM ST., CRESTON, IA 50801 (641) 782-6000

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**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION CONFIRMING SALE OF CITY-OWNED REAL ESTATE**

**WHEREAS**, the City of Creston, Iowa, approved acceptance of the offer of Seldin Company, 16910 Francis Street, Suite 200, Omaha, Nebraska 68130, also known as Seldin Affordable Housing Program, LLC, a Nebraska limited liability company, for the purchase of the following described real estate:

*Lots One Hundred Seven (107), One Hundred Eight (108), One Hundred Nine (109), One Hundred Ten (110), One Hundred Eleven (111), the East Forty-four (44) feet of One Hundred Twelve (112), and Lots One Hundred Eighteen (118), One Hundred Nineteen (119), One Hundred Twenty (120), One Hundred Twenty-one (121), One Hundred Twenty-two (122) and the East Twenty (20) feet wide East-West alley lying South of and adjacent to Lots 107 through 111 and North of and adjacent to Lots 118 through 122, all in West Creston, Section C, all in the City of Creston, Union County, Iowa.*

**WHEREAS**, Seldin Affordable Housing Program, LLC, a Nebraska limited liability company, has assigned all of its right, claim and interest to purchase the foregoing real estate to Lincoln School Apartments, LLC, an Iowa limited liability company by an Assignment and Assumption of Purchase Agreement dated May 14, 2015, and recorded May 18, 2015, in book 1101, page 125 of the records of the Union County Recorder's office;

**WHEREAS**, notice has been given by Lincoln School Apartments, LLC, to the City of Creston, Iowa, that all conditions precedent to the obligation of Seldin Company a/k/a Seldin Affordable Housing Program, LLC, to proceed with the purchase of the foregoing real estate have either been satisfied or are waived;

**WHEREAS**, the sale of the foregoing real estate to Lincoln School Apartments, LLC, as successor in interest to the Seldin Company a/k/a Seldin Affordable Housing Program, LLC, will be subject to the same terms and conditions of the initial purchase agreement and Resolution No. 38-15 adopted August 19, 2014, and recorded August 22, 2014, in book 1084, pages 287-289 of the records of the Union County Recorder's office, and the interests of the City of Creston will not be adversely affected by the foregoing assignment;

**NOW, THEREFORE, BE IT RESOLVED** by the Council for the City of Creston, Iowa that the City of Creston, Iowa shall convey to Lincoln School Apartments, LLC, an Iowa limited liability company, as successor in interest to Seldin Company a/k/a Seldin Affordable Housing Programs, LLC, the following described real estate, to wit:

*Lots One Hundred Seven (107), One Hundred Eight (108), One Hundred Nine (109), One Hundred Ten (110), One Hundred Eleven (111), the East Forty-four (44) feet of One Hundred Twelve (112), and Lots One Hundred Eighteen (118), One Hundred Nineteen (119), One Hundred Twenty (120), One Hundred Twenty-one (121), One Hundred Twenty-two (122) and the East Twenty (20) feet wide East-West alley lying South of and adjacent to Lots 107 through 111 and North of and adjacent to Lots 118 through 122, all in West Creston, Section C, all in the City of Creston, Union County, Iowa.*

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk are hereby authorized and directed to execute and deliver a warranty deed in fulfillment of the afore-referenced agreement upon receipt in full by the City Clerk for the payment of the consideration as stated therein.

This Resolution was offered by \_\_\_\_\_, and seconded by \_\_\_\_\_, who moved its adoption.

On roll call, the following voted:

Aye: \_\_\_\_\_  
Nay: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Abstained: \_\_\_\_\_

**WHEREUPON**, the mayor declared said resolution passed this \_\_\_ day of June, 2015.

Dated at CRESTON, UNION COUNTY, Iowa, this \_\_\_ day of June, 2015.

CITY COUNCIL OF CRESTON, IOWA

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

ATTEST:

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

CERTIFICATE

STATE OF IOWA, COUNTY OF UNION, ss:

We, the duly elected, qualified and acting Mayor of the City of CRESTON, Iowa, and the duly appointed, qualified, and acting City Clerk of the City of CRESTON, Iowa, do hereby certify that the above and foregoing Resolution is a true and exact copy of said Resolution passed and adopted by Council of the City of CRESTON, Iowa, at a regular meeting thereof on the \_\_\_ day of June, 2015.

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

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

SUBSCRIBED AND SWORN to before me this \_\_\_ day of June, 2015.

\_\_\_\_\_  
Notary Public  
In and for the said county and state

**AFFIDAVIT OF IDENTITY REGARDING  
SELDIN AFFORDABLE HOUSING PROGRAM, LLC  
and**

*Lots One Hundred Seven (107), One Hundred Eight (108), One Hundred Nine (109), One Hundred Ten (110), One Hundred Eleven (111), the East Forty-four (44) feet of One Hundred Twelve (112), and Lots One Hundred Eighteen (118), One Hundred Nineteen (119), One Hundred Twenty (120), One Hundred Twenty-one (121), One Hundred Twenty-two (122) and the East Twenty (20) feet wide East-West alley lying South of and adjacent to Lots 107 through 111 and North of and adjacent to Lots 118 through 122, all in West Creston, Section C, all in the City of Creston, Union County, Iowa.*

STATE OF NEBRASKA, COUNTY OF DOUGLAS, ss:

I, Michael D. Fallesen, having being first duly sworn on oath depose and state as follows:

1. I am employed as Vice-President of Affordable Housing Development for Seldin Affordable Housing Program, LLC, a Nebraska limited liability company.
2. I am personally and well acquainted with Resolution No. 38-15 adopted by the Creston City Council on August 19, 2014, dated August 19, 2014, and recorded on August 22, 2014, in book 1084, pages 287-289 of the records of the Union County Recorder's office by which the Creston City Council approved the sale of the above real estate to the Seldin Company, 16910 Francis Street, Ste 200, Omaha, Nebraska 68130.
3. I know of my own knowledge that **Seldin Company** is also known as **Seldin Affordable Housing Program, LLC, a Nebraska limited liability company** and that whenever the name **Seldin Company** is used in connection with the chain of title to the above real estate, reference is made to one and the same entity, namely, **Seldin Affordable Housing Program, LLC., a Nebraska limited liability company**.
4. The interest acquired in the above real estate by Seldin Company, also known as, Seldin Affordable Housing Program, LLC, a Nebraska limited liability company, has now been assigned to Lincoln School Apartments, LLC, an Iowa limited liability company, by an Assignment and Assumption of Purchase Agreement dated May 14, 2015, and recorded

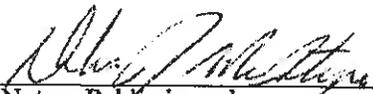
May 18, 2015, in book 1101, page 125 of the records of the Union County Recorder's office, and Seldin Company, also known as, Seldin Affordable Housing Program, LLC, a Nebraska limited liability company, has no further right, claim or interest in the above real estate.

Further despondent sayeth not.

IN WITNESS WHEREOF, I do hereby sign my name this 12<sup>th</sup> day of June, 2015.

  
Michael D. Fallesen, Affiant

SUBSCRIBED AND SWORN to before me this 12 day of June, 2015.

  
Notary Public in and  
for said County and State

