

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, Dave Koets, Gary Lybarger, Nancy
Loudon
CITY CLERK: Lisa Williamson
CITY ADMINISTRATOR: Mike Taylor
CITY ATTORNEY: Skip Kenyon & Todd Nielsen

Regular Meeting Agenda
City Hall/Restored Depot
Council Chambers
Tuesday, November 4, 2014
6:00 p.m.
10/31/2014 10:47 AM

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Consideration of Agenda**
5. **Consider Adoption of the Consent Agenda – NOTE: These items are routine items and will be enacted by one motion without separate discussion unless a Council member requests an item be removed for separate consideration.**
 1. **Minutes:** October 21, 2014 – Regular Meeting
 2. **Claims & Fund Transfers:**
 - i. **Total Claims - \$109,279.61**
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. **Motion to Establish the Second Reading of Ordinance No. 15-159 AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING AND ADDING PROVISIONS PERTAINING TO THE CRESTON AIRPORT ZONING REGULATIONS**
 2. **Motion to approve the Annual Urban Renewal Report**
 3. **Resolution to accept bids and award contract for asbestos removal at 302 S. Birch**
 4. **Resolution to accept bids and award contract for residential structure demolition at 302 S. Birch**
 5. **Resolution to accept bids and award contract for residential structure demolition at 610 W. Mills**
 6. **Resolution authorizing Mayor Woods to sign an Agreement with Windstream Communications for long distance telephone services**
 7. **Appointment and Action – Dennis & Deb Clausen of DC Rentals**
 8. **Resolution to approve Commercial Tax Abatement request from Roger & Mary Saxton**
 9. **Mayor & Council to work on Comprehensive Economic Development Strategy Annual Update for 2015 Local Priorities & Projects**
8. **Other**
9. **Adjournment**

REGULAR MEETING OF THE CRESTON CITY COUNCIL OCTOBER 21, 2014

The Creston City Council met in regular session at 6:00 o'clock p.m. on the above date in the Council Chambers of the City Hall Complex with Mayor Woods presiding.

Roll call being taken with the following Council members present: Loudon, Lybarger, Koets, Wilson, Levine, Madison and White.

Wilson moved seconded by Madison to approve the agenda. All voted aye. Motion declared carried.

Wilson moved seconded by Lybarger to approve the consent agenda, which included approval of minutes of November 7, 2014, regular meeting; claims of \$131,757.55 and fund transfers of \$106,191.32; and liquor license renewal for Eagles. All voted aye. Motion declared carried.

No one spoke during Public Forum.

A resolution was offered by Wilson seconded by White to approve the City's Annual Financial Report and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Lybarger, Koets, Wilson, Levine, Madison and White voted aye. Resolution declared passed.

Wilson moved seconded by White to Establish the Third and Final Reading of Ordinance No. 15-154 AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY ADDING PROVISIONS PERTAINING TO VAPOR PRODUCTS AND ALTERNATIVE NICOTINE PRODUCTS. Loudon, Lybarger, Koets, Wilson, Levine, Madison and White voted aye. Third and Final Reading declared Established.

Loudon moved seconded by Wilson to Establish the Third and Final Reading of Ordinance No. 15-155 AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO OFF-ROAD UTILITY VEHICLES. Levine, Madison, White, Loudon, Lybarger, Koets and Wilson voted aye. Third and Final Reading declared Established.

Wilson moved seconded by Levine to Establish the Third and Final Reading of Ordinance No. 15-156 AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO SOLID WASTE. Madison, White, Loudon, Lybarger, Koets, Wilson and Levine voted aye. Third and Final Reading declared Established.

Wilson moved seconded by White to Establish the Third and Final Reading of Ordinance No. 15-157 AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO VACANCIES IN AN ELECTED OFFICE AND CITY ELECTIONS. Loudon, Lybarger, Koets, Wilson, Levine, Madison and White voted aye. Third and Final Reading declared Established.

Wilson moved seconded by White to Establish the Third and Final Reading of Ordinance No. 15-158 AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO PERSON UNDER LEGAL AGE/SOCIAL HOSTS. Loudon, Lybarger, Koets, Wilson, Levine, Madison and White voted aye. Third and Final Reading declared Established.

Mayor Woods announced that now is the time for a Public Hearing on the matter of amending Ordinance No. 15-159 AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING AND ADDING PROVISIONS PERTAINING TO THE CRESTON AIRPORT ZONING REGULATIONS. 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.

Wilson moved seconded by White to Establish the First Reading of Ordinance No. 15-159 AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING AND ADDING PROVISIONS PERTAINING TO THE CRESTON AIRPORT ZONING REGULATIONS. Loudon, Lybarger, Koets, Wilson, Levine, Madison and White voted aye. First Reading declared Established.

A resolution was offered by Wilson seconded by White to approve the Engineer's Statement of Completion for the Airport T-Hangar Access Taxiway Improvements Project and final payment of \$8,872.40 to be paid to Feldhacker Contracting 30 days after the acceptance of the construction by resolution of the Council and authorize the Mayor and Clerk to execute the proper documentation. Lybarger, Koets, Wilson, Levine, Madison, White and Loudon voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by White to approve the Engineer's Statement of Completion for the Airport Pavement Maintenance Improvements Project and final payment of \$1,264.41 to be paid to Feldhacker Contracting 30 days after acceptance of the construction by resolution of the Council and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Lybarger, Koets, Wilson, Levine, Madison and White voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by White to approve a Professional Engineering Services Agreement with Veenstra & Kimm, Inc., for the North Side Sanitary Sewer Rehabilitation Project and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Lybarger, Koets, Wilson, Levine, Madison and White voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Loudon to approve a request of \$12,500 funding to be paid in quarterly increments to the Chamber of Commerce and authorize the Mayor and Clerk to execute the proper documentation. Lybarger, Koets, Wilson, Levine, Madison, White and Loudon voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by White to approve a Fuel Contract with Agriland FS for the 2015 Calendar Year and authorize the Mayor and Clerk to execute

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

Madison moved seconded by Wilson to accept the donation of five 20' flag poles and five flags, including installation costs, from the Trinity Lutheran Church, to be placed at the site of the Freedom Rock. All voted aye. Motion declared carried.

White moved seconded by Wilson to approve a temporary street closing request by C.A.R.E. for Bright Eyes in the Park, Saturday, October 25, 2014, from 4:30-7:00 p.m., on McKinley Street from the north side of Stone Street Extension to the south side of Kirby Street. All voted aye. Motion declared carried.

White moved seconded by Loudon to allow temporary east-bound truck parking on the northerly side of Union Street between Division Street and New York Avenue while waiting to unload grain at the CHS facility. All voted aye. Motion declared carried.

Wilson moved seconded by White to adjourn the meeting. All voted aye. Council adjourned at 6:14 p.m.

Mayor

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
NON-DEPARTMENTAL	GENERAL FUND	TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUMS-NOV'14	3,368.20	
			TOTAL:	3,368.20	
POL	PROTECTION	GENERAL FUND	CRESTON VET CLINIC PC	FLEA SPRAY	12.78
			ELECTRONIC ENGINEERING CO	LAPEL MICS	80.00
			GALLS INCORPORATED	RAINCOATS	316.87
			CRESTON MOTOR SUPPLY INC	OIL FILTERS	14.56
				VBELT	26.49
			OFFICE MACHINES	STORAGE CABINET	209.00
			PETTY CASH - POLICE	USPS - STAMPS	49.00
				REIMB CATRENICH	15.36
			TREAT AMERICA FOOD SERVICES	MEALS LEADERSHIP CLASS	30.32
				TOTAL:	754.38
FIRE PROTECTION	GENERAL FUND	RURAL FIREFIGHTING ACADEMY	COMPUTER TRAINING MODS	457.00	
		AKIN BUILDING CENTER	REBAR & BLADE CONCRETE	126.99	
		OMG MIDWEST, INC.	7.25YDS M4 CONCRETE	861.80	
		CRESTON PROF FIREFIGHTERS	EXTINGUISHER TAGS & SEALS	70.00	
		ED M FELD EQUIP CO INC	MOUNT, FLOORING,GASKET	91.00	
		ALLIANT ENERGY-INT PWR&LGHT	GAS	24.60	
			ELETRICITY	435.96	
		K & J HARDWARE INC	HAMMER, TRASH CAN	83.98	
		WAL-MART COMMUNITY	PAPER SUPPLIES, MISC	26.71	
			TOTAL:	2,178.04	
ANIMAL CONTROL	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	GAS	18.83	
			ELETRICITY	41.14	
		CRESTON MOTOR SUPPLY INC	CALIBER	31.77	
		WAL-MART COMMUNITY	SHELF, CAT LITTER	72.47	
			PAINT SUPPLIES	6.07	
			CAT LITTER, SWIFFER	65.61	
			TOTAL:	235.89	
STREET LIGHTING	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELEC-300 W ADAMS PARKING L	23.89	
			ELETRICITY	8,359.77	
		ECHO GROUP INC	STREET LIGHT & SOCKET	170.00	
			TOTAL:	8,553.66	
TRAFFIC SAFETY	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELETRICITY	964.26	
			TOTAL:	964.26	
AIRPORT	GENERAL FUND	CLAPSADDLE-GARBER ASSOCIATES INC	LAYOUT PLAN UPDATE	5,370.00	
		FELDHACKER CONTRACTING	THANGAR ACCESS TAXIWAY	8,872.40	
			PAVEMENT MAINTENANCE PROJ	1,264.41	
		ALLIANT ENERGY-INT PWR&LGHT	ELETRICITY	396.82	
		ECHO GROUP INC	BULBS	45.09	
		SIRWA	WATER-AIRPORT	33.00	
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17	
			TOTAL:	17,335.89	
LIBRARY SERVICES	GENERAL FUND	COPY SYSTEMS INC	MONTHLY CONTRACT	24.72	
		AMAZON/GE MONEY BANK	DVD'S	33.98	
			DVD'S	29.98	
			DVD'S	11.44	
			DVD'S	16.99-	
			MAGAZINE SUBSCRIPTION	19.99	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		DEMCO	BOOK JACKETS, DVDCASE	470.97
		EBSCO SUBSCRIPTION SERVICES	MAGAZINE RENEWALS	1,382.18
		ED M FELD EQUIP CO INC	SECURITY MONITORING	90.00
		FARM & HOME PUBLISHRS LTD	UNION CO PLAT BOOK	33.50
		GALE CENGAGE LEARNING	EDITORS	115.16
			CHRISTIAN FICTION	70.47
			MYSTERY	47.98
			DISTRIBUTION-LARGE PRINT	97.48
		ALLIANT ENERGY-INT PWR&LGHT	GAS	17.43
			ELETRICITY	691.05
		INGRAM	ADULT BOOKS	85.98
			ADULT BOOKS	32.75
			ADULT BOOKS	855.79
			ADULT BOOKS	41.26
		IOWA OUTDOORS	MAGAZINE RENEWAL	20.00
		KONE INC (DES MOINES)	ELEVATOR MAITNENANCE	224.40
		MOVIE LICENSING USA	MOVIE LISCENSE	195.00
		OFFICE DEPOT	CALENDAR, ENVELOPS, MARKER	10.42
			CALENDAR, ENVELOPS, MARKER	24.99
		TEUTSCH, MYRA	REIMB PONY BEADS	29.89
		WAL-MART COMMUNITY	NOTEBOOKS, CANDY, BAGS, DVD	45.90
			SUPPLIES	35.55
			TOTAL:	4,721.27
PARKS	GENERAL FUND	AKIN BUILDING CENTER	RENT POST AUGER	60.00
		CRESTON CITY WATER WORKS	WATER-MCKINLEY PARK	69.78
			WATER-CAMPGROUND	14.90
			WATER-HISTORICAL COMPLEX	9.07
		EAGAN ELECTRIC	FIX WALKING TRAIL LIGHTS	660.00
		FARM & HOME SUPPLY INC	ANTIFREEZE-SUPPLIES	97.47
		FARMERS COOPERATIVE CO	100# GRASS SEED	193.00
		ALLIANT ENERGY-INT PWR&LGHT	ELETRICITY	1,023.06
		ECHO GROUP INC	WALKING TRAIL BLUBS & BIT	18.41
			TOTAL:	2,145.69
RECREATION	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-SEARS COMPLEX	15.42
		ALLIANT ENERGY-INT PWR&LGHT	ELETRICITY	160.28
			TOTAL:	175.70
CEMETERY	GENERAL FUND	AGRIVISION	BATTERY-BACKHOE	160.05
			BATTERY-BACKHOE	15.00-
		ALLIANT ENERGY-INT PWR&LGHT	ELETRICITY	100.97
		SIRWA	WATER-CEMETERY	33.00
			TOTAL:	279.02
SWIMMING POOL	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELETRICITY	121.80
			TOTAL:	121.80
ADMINISTRATIVE	GENERAL FUND	TAYLOR, MICHAEL	REIMB MAYOR TABLET	328.67
		WOODS, WARREN	REIMBURSE MILEAGE	81.76
		EBSCO SUBSCRIPTION SERVICES	MAGAZINE RENEWALS	21.82-
			TOTAL:	388.61
FI	AL ADMINISTRATN GENERAL FUND	TAYLOR, MICHAEL	CITY WEBSITE DOMAIN-REIMB	125.00
		WILLIAMSON, LISA	REIMUBRSE MILEAGE	85.68
		CRESTON CITY WATER WORKS	WATER-1707 W ADAMS	13.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ALLIANT ENERGY-INT PWR&LGHT	1707 W ADAMS - ELEC & GAS	92.34
		STATE OF IOWA - AUDITOR	FILING FEE - FY14 AUDIT	625.00
			TOTAL:	941.30
LEGAL SERVICES	GENERAL FUND	AHLERS & COONEY, P.C.	JAMES/COTTON URBAN RENEWAL	1,360.50
			PROF SVC-SONNTAG DEVELP	1,727.50
		THOMSON REUTERS - WEST	IA COURT RULES STATE/FED 2	249.00
		KENYON & NIELSEN PC-ATTYS AT LAW	PROF SVCS-OCT'14	340.00
			TOTAL:	3,677.00
CITY HALL	GENERAL FUND	FAIR-PLAY BY TRANS-LUX	REPAIRS ON DIGIAL SIGN	1,335.90
		CRESTON CITY WATER WORKS	WATER-CITY HALL	216.79
		GREEN VALLEY PEST CONTROL	DEPOT LAWN MAINT	31.00
			SPRINKLER SYSTEM SERVICE	42.50
		ALLIANT ENERGY-INT PWR&LGHT	GAS	121.35
			ELETRICITY	529.55
			TOTAL:	2,277.09
INSURANCE (GENERAL)	GENERAL FUND	EMC INSURANCE COMPANIES	WORKERS COMP	500.00
			TOTAL:	500.00
NON-DEPARTMENTAL	ROAD USE TAX	TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUMS-NOV'14	1,189.64
			TOTAL:	1,139.64
ROAD MAINTENANCE	ROAD USE TAX	AKIN BUILDING CENTER	REROD TIES	33.98
			150PCS 1/2" REROD	891.15
		OMG MIDWEST, INC.	5.50YDS M4 CONCRETE	657.40
			1.25YDS M4 CONCRETE	251.57
			1.75YDS M4 CONCRETE	316.19
			5.25YDS M4 CONCRETE	679.13
		ARAMARK UNIFORM & CAREER APPAREL GROUP	LAUNDRY SERVICE	28.50
			LAUNDRY SVC	28.50
			LAUNDRY SERVICE	28.50
		AGRIVISION	GROMMET-SKID LOADER	2.95
			QUICK COUPLER	57.77
		CRESTON CITY WATER WORKS	WATER-CITY SHOP	79.74
			WATER-CITY BARN	9.07
		FARM & HOME SUPPLY INC	PAINT & BRUSH	32.92
		FASTENAL	ROD, HARDWARE-715N ELM CR	186.73
			5/16" NUTS, BOLTS, WASHER	18.74
		HEARTLAND TIRE & AUTO	TIRE REPAIR-GRADER	55.00
		ALLIANT ENERGY-INT PWR&LGHT	GAS	46.35
			ELETRICITY	245.36
		CRESTON MOTOR SUPPLY INC	FILTER-BOOM TRUCK	7.57
			5/30 OIL- 6GAL	62.19
			LAMPS, SWITCH	26.94
			WIPER BLADES	53.02
			85GAL BULK OIL-15W40	806.65
			BATTERY ADJUST	24.86
			AIR FILTER	37.50
			PINS, PAINT, BATTERY	25.85
			HAL BULB, BOLTS, NUTS	5.65
			HOLE SAW	12.98
			CORE RETURNS-INV353659	264.00-
		TEAM SERVICES	CONCRETE TEST FEES	1,847.36
		TRANS-IOWA EQUIPMENT, INC.	MAIN BROOM WEIGHT, FRT	74.92

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		K & J HARDWARE INC	ANGLE IRON	27.99
		USA BLUE BOOK	STEEL TOE OVERSHOES	38.95
			STEEL TOE OVERSHOES	216.35
			STEEL TOE OVERSHOES	233.70
			TOTAL:	6,420.63
SELF FUNDING INSURANCE PAYROLL TAX BENEFIT		TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUMS-NOV'14	22,099.56
			TOTAL:	22,099.56
POLICE FORFEITURE	POLICE FORFEITURE	KING'S POINTE WATERPARK & RESORT	2 NIGHTS LODGING K9 CLASS	123.30
		NORTH IOWA K-9	K9 RECERTIFICATION	200.00
			TOTAL:	323.30
MC KINLEY PARK RENOVAT	RESTRICTED GIFTS-M	HANSEN, KIM	REFUND DONATION	100.00
		TROPHY SHOP	GITS SOILDER PLAQUE	429.00
			TOTAL:	529.00
LIBRARY (RESTRICTED GIF	RESTRICTED GIFTS-L	AMAZON/GE MONEY BANK	TEEN BOOKS	88.47
			DVD'S	27.98
		GABEL & SCHUBERT INC	LEAVES	44.34
		INGRAM	BOOKS ISSB	15.50
			TEEN BOOKS	125.46
			TEEN BOOKS-FOL	38.12
			CREDIT	7.95
			TEEN BOOKS-FOL	45.22
			ISSB BOOKS	152.46
			ISSB BOOKS	43.51
		OFFICE DEPOT	SUGAR, LABELS, TONER	148.65
			TOTAL:	721.76
CAPITAL PROJECTS	CAPITAL PROJECTS F	CALHOUN-BURNS AND ASSOCIATES INC	PH 1 ENG-ADAMS ST BRIDGE	5,319.00
			TOTAL:	5,319.00
NON-DEPARTMENTAL	SEWER OPERATING FU	TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUMS-NOV'14	372.52
			TOTAL:	372.52
SANITARY SEWER/WASTWTR	SEWER OPERATING FU	GOLDSMITH, LORI	I&I SPECIAL ASSESSMENT	1,500.00
		HEATHERINGTON, RYAN	I&I REIMBURSEMENT	500.00
		BOHNER, MARILYN	I&I REIMBURSEMENT	500.00
		BURKHEAD, BILL	I&I REIMBURSEMENT	750.00
		TARBELL, FLO	I&I REIMBURSEMENT	500.00
		HICKS, LARRY	I&I REIMBURSEMENT	500.00
		CAPITAL CITY BOILER & MACHINE WORKS IN	RPL TRANSFORMER	2,213.84
		CRESTON CITY WATER WORKS	WATER-WWTP	244.85
		HACH COMPANY	TNT843 PHOSPHORUS	48.95
		ALLIANT ENERGY-INT PWR&LGHT	GAS	413.08
			ELETRICITY	4,675.25
		ECHO GROUP INC	FUSES	76.19
		PETTY CASH - SANITATION	FARM & HOME-BUSHING	1.33
		K & J HARDWARE INC	SERVICE CUB CADET	199.99
		UPS	POSTAGE	24.74
			POSTAGE	25.11
		USA BLUE BOOK	69319 BARELL PUMPS	223.65
		WILLETS & WOOSLEY	OPEN SEWER 300 N SPRUCE	323.00
			TOTAL:	12,719.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
ANIMAL CONTROL	ANIMAL SHELTER	*AG CRESTON VET CLINIC PC	EUTHANIZE CAT-BROWN	40.00
			EMGY MED-DARST	100.00
			EUTHANIZE DOG-BOWMAN	40.00
		DOWNEY, MYCALE	ARL REIMBURSEMENT	85.25
		SOUTHERN HILLS VET SVC INC	TEST & VACC 3 POUND CATS	170.50
			TEST & VACC 2 CATS, 1KITTE	186.55
			TOTAL:	622.30

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

001	GENERAL FUND	48,617.80
110	ROAD USE TAX	7,610.27
112	PAYROLL TAX BENEFIT	22,099.56
120	POLICE FORFEITURE	323.30
166	RESTRICTED GIFTS-MCKNLY P	529.00
167	RESTRICTED GIFTS-LIBRARY	721.76
301	CAPITAL PROJECTS FUND	5,319.00
610	SEWER OPERATING FUND	13,092.50
953	ANIMAL SHELTER *AGENCY FU	622.30

 GRAND TOTAL: 98,935.49

CITY OF CRESTON
MANUAL CHECKS/DEBITS - PERIOD ENDING 11/4/14

SELF FUNDING INSURANCE

TRISTAR BENEFIT	INV CHECK RUN	8,686.66
TRISTAR BENEFIT	INV CHECK RUN	1,635.46

SELF FUNDING INSURANCE

TOTAL	10,322.12
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FINANCE DEPARTMENT

UNION CO RECORDER	RECORDING FEES	22.00
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FINANCE DEPARTMENT

TOTAL	22.00
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MANUAL CHECKS/DEBITS TOTAL

10,344.12

City of
CRESTON, IOWA

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Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

October 29, 2014

Mayor and City Council Members,

The Urban Renewal Report was approved on October 7, 2014 council meeting. The report that was originally submitted and approved had some data labeled incorrectly within it. All of the numbers were accurate, but the labels were not. A software glitch caused the mismatch of data and labels.

Specifically on page 5, the Non-Rebate Agreement TIF expenditure amount of \$271,990 should be tied to debt Capital Loan Note 2012B and tied to project Highway 34. On page 6, the Rebate Agreement TIF expenditure amount of \$20,698 should be tied to debt Development Agreement and tied to project Assisted Living. On page 7, the note referencing AURR FY13 report should have been deleted.

On page 12 (of the Oct 02 report), we added clarification for the LMI requirement and created a new project for the LMI set aside (page 11 on Oct 29 report). On page 14 (of the Oct 02 report) the TIF expenditure amount of \$134,457 should be tied to project Cottonwood. The TIF expenditure amount of \$186,155 should be tied to debt of Creston 2012A James and tied to project James Subdivision. The TIF expenditure amount of \$31,904 should be tied to debt LMI Requirement and tied to project LMI Set Aside Expenditures.

The changes mentioned above are incorporated in the report dated October 29, 2014.

If you have any questions. Please feel free to contact me.

Thank you,

Handwritten signature of Becky Johnson in blue ink.

Becky Johnson
Accounting Manager

1 n-Rebates For CRESTON URBAN RENEWAL

TIF Expenditure Amount:	271,990
Tied To Debt:	Development Agreement ←
Tied To Project:	Assisted Living ←

Rebates For CRESTON URBAN RENEWAL

Assisted Living

TIF Expenditure Amount:	20,698
Rebate Paid To:	Homestead of Creston, LLC
Tied To Debt:	Capital Loan Note 2012B ←
Tied To Project:	Highway 34 ←
Projected Final FY of Rebate:	2015



AURR FY2013 Revs & Exps differ from AFR totals by \$5,561. Difference is due to a mistaken transfer and a transfer to correct. Left off the AURR as it did not have a net effect on the TIF Fund.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2014

Projects For CRESTON JAMES SUB URBAN RENEWAL

James Subdivision

Description:	Housing Development Infrastructure
Classification:	Residential property (classified residential)
Physically Complete:	Yes
Payments Complete:	No

Cottonwood

Description:	Road Improvement, Curb & Gutter, Storm
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

LMI

n-Rebates For CRESTON JAMES SUB URBAN RENEWAL

TIF Expenditure Amount:	134,457	
Tied To Debt:	Cottonwood	
Tied To Project:	James Subdivision	←
TIF Expenditure Amount:	186,155	
Tied To Debt:	LMI Requirement	←
Tied To Project:	Cottonwood	←
TIF Expenditure Amount:	31,904	
Tied To Debt:	Creston 2012A James	←
Tied To Project:	Cottonwood	←

Annual Urban Renewal Report, Fiscal Year 2013 - 2014

Levy Authority Summary

Local Government Name: CRESTON
 Local Government Number: 88G848

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
CRESTON URBAN RENEWAL	88001	5
CRESTON JAMES SUB URBAN RENEWAL	88005	3

TIF Debt Outstanding: 4,609,296

TIF Sp. Rev. Fund Cash Balance as of 07-01-2013:	871,110	472,092	Amount of 07-01-2013 Cash Balance Restricted for LMI
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TIF Revenue:	725,433
TIF Sp. Revenue Fund Interest:	0
Asset Sales & Loan Repayments:	0
Total Revenue:	725,433

Rebate Expenditures:	20,698
Non-Rebate Expenditures:	624,506
Returned to County Treasurer:	0
Total Expenditures:	645,204

TIF Sp. Rev. Fund Cash Balance as of 06-30-2014:	951,339	552,939	Amount of 06-30-2014 Cash Balance Restricted for LMI
---	----------------	----------------	---

**Year-End Outstanding TIF
 Obligations, Net of TIF Special
 Revenue Fund Balance: 3,012,753**

Projects For CRESTON URBAN RENEWAL

Highway 34

Description:	Sanitary & Storm Sewer, Curb & Gutter
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Assisted Living

Description:	Housing - elderly
Classification:	Low and Moderate Income Housing
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For CRESTON URBAN RENEWAL

Development Agreement

Debt/Obligation Type:	Rebates
Principal:	32,527
Interest:	0
Total:	32,527
Annual Appropriation?:	No
Date Incurred:	11/03/2009
FY of Last Payment:	2015

Capital Loan Note 2012B

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,550,000
Interest:	68,730
Total:	1,618,730
Annual Appropriation?:	No
Date Incurred:	04/03/2012
FY of Last Payment:	2019

Non-Rebates For CRESTON URBAN RENEWAL

TIF Expenditure Amount:	271,990
Tied To Debt:	Capital Loan Note 2012B
Tied To Project:	Highway 34

Rebates For CRESTON URBAN RENEWAL

Assisted Living

TIF Expenditure Amount:	20,698
Rebate Paid To:	Homestead of Creston, LLC
Tied To Debt:	Development Agreement
Tied To Project:	Assisted Living
Projected Final FY of Rebate:	2015

♣ Annual Urban Renewal Report, Fiscal Year 2013 - 2014

TIF Taxing District Data Collection

Local Government Name: CRESTON (88G848)
 Urban Renewal Area: CRESTON URBAN RENEWAL (88001)
 TIF Taxing District Name: CRESTON CITY/CRESTON SCH/CRESTON URBAN RENEWAL INCREM
 TIF Taxing District Inc. Number: 88045

TIF Taxing District Base Year:	1993		UR Designation
FY TIF Revenue First Received:	1994	Slum	02/1988
Subject to a Statutory end date?	No	Blighted	02/1988
		Economic Development	02/1988

TIF Taxing District Value by Class - 1/1/2012 for FY 2014

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	27,372,250	35,446,580	300,608	0	-112,972	63,006,466	0	63,006,466
Taxable	0	14,457,083	35,446,580	300,608	0	-112,972	50,091,299	0	50,091,299
Homestead Credits									319

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2014	30,185,693	32,933,745	3,594,188	29,339,557	1,093,506

FY 2014 TIF Revenue Received: 133,227

TIF Taxing District Data Collection

Local Government Name: CRESTON (88G848)
 Urban Renewal Area: CRESTON URBAN RENEWAL (88001)
 TIF Taxing District Name: CRESTON AG DWL/CRESTON SCH/CREST AG DWL URBAN REN INCREM
 TIF Taxing District Inc. Number: 88051

TIF Taxing District Base Year:	1996		UR Designation
FY TIF Revenue First Received:		Slum	02/1988
Subject to a Statutory end date?	No	Blighted	02/1988
		Economic Development	02/1988

TIF Taxing District Value by Class - 1/1/2012 for FY 2014

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2014	72,261	0	0	0	0

FY 2014 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2013 - 2014

TIF Taxing District Data Collection

Local Government Name: CRESTON (88G848)
 Urban Renewal Area: CRESTON URBAN RENEWAL (88001)
 TIF Taxing District Name: CRESTON CITY AG/CRESTON SCH/CRESTON AG URBAN RENEWAL INCREM
 TIF Taxing District Inc. Number: 88053

TIF Taxing District Base Year:	1993		UR Designation
FY TIF Revenue First Received:		Slum	02/1988
Subject to a Statutory end date?	No	Blighted	02/1988
		Economic Development	02/1988

TIF Taxing District Value by Class - 1/1/2012 for FY 2014

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2014	105,626	0	0	0	0

FY 2014 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: CRESTON (88G848)
 Urban Renewal Area: CRESTON URBAN RENEWAL (88001)
 TIF Taxing District Name: CRESTON CITY/CRESTON SCH/CRESTON AMD 2004 HWY UR INCREM
 TIF Taxing District Inc. Number: 88064

TIF Taxing District Base Year:	2005		UR Designation
FY TIF Revenue First Received:	2008		No
Subject to a Statutory end date?	Yes		No
Fiscal year this TIF Taxing District statutorily ends:	2028		Economic Development 10/2005

TIF Taxing District Value by Class - 1/1/2012 for FY 2014

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	3,699,840	11,461,580	131,570	0	-18,520	15,274,470	0	15,274,470
Taxable	0	1,954,130	11,461,580	131,570	0	-18,520	13,528,760	0	13,528,760
Homestead Credits									28

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2014	11,709,392	3,583,598	3,583,598	0	0

FY 2014 TIF Revenue Received: 130,853

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TIF Taxing District Data Collection

Local Government Name: CRESTON (88G848)
 Urban Renewal Area: CRESTON URBAN RENEWAL (88001)
 TIF Taxing District Name: CRESTON CITY/CRESTON SCH/CRESTON ASSISTED LIVING INC
 TIF Taxing District Inc. Number: 88066
 TIF Taxing District Base Year: 2008
 FY TIF Revenue First Received: 2010
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2026

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		12/2006

TIF Taxing District Value by Class - 1/1/2012 for FY 2014

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,460,660	0	0	0	1,460,660	0	1,460,660
Taxable	0	0	1,460,660	0	0	0	1,460,660	0	1,460,660
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2014	29,900	1,430,760	277,702	1,153,058	42,975

FY 2014 TIF Revenue Received: 10,350

Projects For CRESTON JAMES SUB URBAN RENEWAL

James Subdivision

Description: Housing Development Infrastructure
Classification: Residential property (classified residential)
Physically Complete: Yes
Payments Complete: No

Cottonwood

Description: Road Improvement, Curb & Gutter, Storm
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

LMI Set Aside Expenditures

Description: Expenditures on scholarship/grants, housing rehab, and
other LMI housing improvements
Classification: Low and Moderate Income Housing
Physically Complete: Yes
Payments Complete: No

Debts/Obligations For CRESTON JAMES SUB URBAN RENEWAL

Creston 2012A James

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,025,000
Interest:	44,755
Total:	1,069,755
Annual Appropriation?:	No
Date Incurred:	04/03/2012
FY of Last Payment:	2019

Cottonwood

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,105,000
Interest:	230,345
Total:	1,335,345
Annual Appropriation?:	No
Date Incurred:	07/22/2010
FY of Last Payment:	2023

LMI Requirement

	Outstanding LMI Housing
Debt/Obligation Type:	Obligations
Principal:	552,939
Interest:	0
Total:	552,939
Annual Appropriation?:	No
Date Incurred:	08/15/2005
FY of Last Payment:	2017

Non-Rebates For CRESTON JAMES SUB URBAN RENEWAL

TIF Expenditure Amount:	134,457
Tied To Debt:	Cottonwood
Tied To Project:	Cottonwood
TIF Expenditure Amount:	186,155
Tied To Debt:	Creston 2012A James
Tied To Project:	James Subdivision
TIF Expenditure Amount:	31,904
Tied To Debt:	LMI Requirement
Tied To Project:	LMI Set Aside Expenditures

Income Housing For CRESTON JAMES SUB URBAN RENEWAL

Amount of FY 2013 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	0
<hr/>	
Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	5,000
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	26,904

◆ Annual Urban Renewal Report, Fiscal Year 2013 - 2014

TIF Taxing District Data Collection

Local Government Name: CRESTON (88G848)
 Urban Renewal Area: CRESTON JAMES SUB URBAN RENEWAL (88005)
 TIF Taxing District Name: CRESTON CITY/CRESTON SCH/CRESTON JAMES SUB TIF INCREM
 TIF Taxing District Inc. Number: 88058
 TIF Taxing District Base Year: 1997
 FY TIF Revenue First Received: 2001
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2017

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		05/1998

TIF Taxing District Value by Class - 1/1/2012 for FY 2014

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	22,646,615	278,490	0	0	-40,744	22,884,361	0	22,884,361
Taxable	0	11,961,178	278,490	0	0	-40,744	12,198,924	0	12,198,924
Homestead Credits									111

Fiscal Year	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2014	8,502,675	12,198,924	12,095,635	103,289	3,850

FY 2014 TIF Revenue Received: 451,003

TIF Taxing District Data Collection

Local Government Name: CRESTON (88G848)
 Urban Renewal Area: CRESTON JAMES SUB URBAN RENEWAL (88005)
 TIF Taxing District Name: CRESTON CITY AG/CRESTON SCH/CRESTON AG JAMES SUB TIF INCREM
 TIF Taxing District Inc. Number: 88060
 TIF Taxing District Base Year: 1997
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		05/1998

TIF Taxing District Value by Class - 1/1/2012 for FY 2014

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

Fiscal Year	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2014	23,400	0	0	0	0

FY 2014 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2013 - 2014

TIF Taxing District Data Collection

Local Government Name: CRESTON (88G848)
 Urban Renewal Area: CRESTON JAMES SUB URBAN RENEWAL (88005)
 TIF Taxing District Name: CRESTON AG DWL/CRESTON SCH/CS AG DWL JAMES SUB TIF INCREM
 TIF Taxing District Inc. Number: 88062
 TIF Taxing District Base Year: 1997
 FY TIF Revenue First Received: Slum No
 Subject to a Statutory end date? No Blighted No
 Economic Development 05/1998

TIF Taxing District Value by Class - 1/1/2012 for FY 2014

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2014	110,950	0	0	0	0

FY 2014 TIF Revenue Received: 0

Proposal



Proposal Submitted To:

City of Creston, Iowa
Attn: Mike Taylor
116 W. Adams
Creston, IA 50801

16511 Cornerstone Drive
Belton, MO 64012
Phone: 816-892-2200
Fax: 816-892-2205

Project & Address:

Asbestos Abatement	
Residence	
302 S. Birch Street Creston, IA 50801	
Phone: 641-782-2000	Date: 10/07/2014
Fax: 641-782-6377	

We hereby propose to furnish all the materials, equipment and perform all labor for the completion of:

The removal and disposal of the asbestos transite siding.

Proposal Includes: (1) All Disposal Fees; (2) Daily OSHA required personal & excursion air monitoring; (3) Normal working hours (7:00 am – 4:00 pm); (4) work performed in accordance with state & federal regulations.; (5) Trained and certified personnel.

Owner's responsibilities: (1) Provide Site Access _____

Misc. Acknowledgments:

WE PROPOSE to furnish material and labor, complete in accordance with the above specifications for the sum of: Two Thousand Five Hundred Thirty Six Dollars (\$2,536.00)

Terms: Net 30 days

All work is guaranteed to be as specified. All work to be completed in a workmanlike manner according to specified practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. We carry general liability insurance and our workers are fully covered by workers compensation insurance.

Respectfully Submitted,

**ADVANCED ENVIRONMENTAL
TESTING AND ABATEMENT, INC.**

NOTE: This proposal may be withdrawn by us if not accepted within 20 days.

Michael Massey, KC Regional Mgr

ACCEPTANCE OF PROPOSAL The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment(s) will be made as outlined above.

Signature: _____ Date: _____

Name & Title (PRINT): _____



**EARTH SERVICES
& ABATEMENT**

27th Family of Companies 30 Years of Environmental Solutions

PROPOSAL

Submitted To:	City of Creston	Date:	October 7, 2014
	116 W. Adams Street		
	Creston, IA 50801		
	Attn: Mike Taylor	Re:	Asbestos Removal
Phone:	641/782-2000		House
Fax:	641/782-6377		302 S. Birch Street
Cell:			Creston, Ia
E-mail:	mike@crestoniowa.org	Bid #	U 3102

ESA, Inc. submits the following proposal:

Description of work: This proposal consists of removing asbestos containing exterior transite siding.

Quantity of work:

1. Exterior (transite siding): 1,790 square feet

Base Bid: \$ 6,829.00

Note #1: Above price does not include any Final Visual Inspection or Final Air Clearances.

This price includes all labor, material, notification and disposal fees, 10M dollar occurrence insurance, OSHA Personal Air Monitoring and project documentation. All work will be done in accordance with Federal (EPA) and State (OSHA) guidelines for asbestos abatement work.

Payment to be made upon completion of project.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation for above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

Authorized Signature:  Date: October 7, 2014

Note: This proposal may be withdrawn by us if not accepted within 60 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Acceptance Signature: _____ Date: _____

116 Gateway Drive ■ North Sioux City, SD 57049-1370 ■ Office: (605) 232-4554 ■ Fax: (605) 232-4075
1533 Ohio Street Des Moines, IA 50314 Office: (515) 284-0401 Fax: (515) 284-0411
www.esasite.com



Proposal: 14792

3009 S . W . Ninth Street • Des Moines, Iowa 50315 - 2204 • (515) 244-5766

City of Creston
Attn: Mike Taylor
116 W Adams
Creston, Iowa, 50801

10/13/2014
(641) 782-2000
Fax (641) 782-6377

302 S Birch Demo

Removal and disposal of asbestos containing transite siding from the exterior of the building.

Customer agrees to reimburse Mid-Iowa for an costs including attorney fees incurred in collecting sums due hereunder.

Upon completion, you will be furnished with copies of all paperwork for you permanent files.

The EPA, Iowa Bureau of Labor, and DNR require a specific time frame prior to project commencement. For this notification, we need: the date built, the total square footage, # of floors, it's present and prior use.

This proposal is good for 30 days.

This proposal is for budgetary purposes only.

Mid-Iowa will not be held responsible for damage caused by tape and spray adhesive.

Payment is due and payable upon completion.

We are licensed by the State of Iowa and insured for hazardous material abatement. All work will be performed by Certified and AHERA trained workers. All work will be completed in accordance with EPA, OSHA, and DNR regulations, standards, codes and using proper removal and disposal techniques as outlined in Procedure Manual, updated in June, 2014 and filed with the Department of Labor with the application for licensing.

Total: \$6,200.00

Accepted:

City of Creston

X _____

Name

Date:

Accepted:

Mid-Iowa Environmental Corporation

X Christopher S. Riley *Uph SRJ*

Name

Date: 10/13/2014

Becky Johnson

From: Becky Johnson
Sent: Thursday, October 23, 2014 3:43 PM
To: Mike Taylor
Subject: Long Distance Carrier
Attachments: MCI-BILLING.xls; RE: Long Distance Quote?

Mike,

I would recommend the City change its long distance carrier from MCI to Windstream. Windstream has quoted 1000 minutes for 2 year contract of \$25/month, and a 4 year contract of \$20/month. 2000 minutes for a 2 year contract of \$50/month and a 4 year for \$40/month. I would recommend the City go for a 4 year contract of 1000 minutes for \$20/month.

The last 5 months, our average usage is 667.34 minutes per month. The highest month was 1028.1 minutes, and the lowest month was 432.6 minutes.

The cost per minute (exclusive of fees and taxes) from MCI is \$.06/minute, and Windstream would be \$.02/minute.

Attached is the quote e-mail from Windstream and the usage information on MCI. MCI charges minimum usage and paper billing fees that I believe are unnecessary.

Please review and let me know if you have any questions.

Thanks,

Becky Johnson
Accounting Manager
City of Creston
116 W. Adams St.
Creston, IA 50801
p.641.782.2000 x6
f.641.782.6377



Company Information

Customer Name	5217 CITY CLERK - Creston	EAN	144008
Install Street Address	116 W ADAMS ST	City, State, Zip	CRESTON, IA, 50801-3103
Main Telephone Number	(641) 782-6377	Market	CRESTON
Contact Name	Warren Woods	Proposal ID	344740
Account Representative	Cheryl Klocko	Proposal Type	Upsell
Partner Name		Opportunity ID	382284
Effective Date	10/24/2014	Term	48

Bundled Services	Total Qty	Price/Unit	Total Price
Total Services			\$0.00

Features	Total Qty	Price/Unit	Total Price
1K Block of Time Dedicated - 3-4YR \$0.025 overage	1	\$20.00	\$20.00
Total Features			\$20.00

Miscellaneous	Total Qty	Price/Unit	Total Price
Total Miscellaneous			\$0.00

Other Charges (Non-Recurring)	Total Qty	Price/Unit	Total Price
Total Other Charges (Non-Recurring)			\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$20.00
Total Non-Recurring Charges	\$0.00

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

Customer	Windstream
Signature: _____	Signature: _____
Printed Name: Warren Woods	Printed Name: _____
Title: Mayor	Title: _____
Date: _____	Date: _____



WINDSTREAM SERVICE TERMS AND CONDITIONS

These terms and conditions apply to the provision of all telecommunications and related services ("Services") by Windstream¹ ("Windstream") to Customer under the proposal to which these terms and conditions are a part. These terms and conditions and Customer's proposal/sales order, and any service specific schedules form the agreement ("Agreement"). The Services will be offered in each area to the Customer by the Windstream affiliated entity authorized to provide the Services in the applicable jurisdiction.

- 1. Term and Renewal.** This Agreement is effective on the date identified on the proposal ("Effective Date") and will continue for the term set forth in the proposal from the date that Services are installed until either terminated pursuant to the provisions below or replaced with a new agreement (the "Term"). Upon expiration of the Term, **this Agreement will automatically renew for successive one-year terms** (each, a "Renewal Term") until terminated or cancelled pursuant to its terms. In the event a Customer provides written notice of its intent not to renew but does not terminate Services hereunder, Windstream shall have the option of continuing to provide such Services on a month-to-month basis, priced at Windstream's then current monthly rates.
- 2. Charges for Services; Billing and Payment.** Customer is responsible for paying all charges that apply to the Services ordered on a proposal or used on a per-use basis by Customer, including items such as features, installation, labor, repair, long distance, and directory or operator assistance as specified on the proposal or set forth in Windstream's Price Lists or Tariffs. Customer is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of Services, including how those may change in the future and regardless of whether such charges are identified in the Agreement. Windstream will bill Customer monthly for the Service, and all bills are due and payable upon receipt. Payment will be considered late if not paid by the due date reflected on the invoice. All amounts payable by Customer shall be made without setoff or counterclaim and without deduction. Billing at a location will begin upon the earlier of (i) the installation date (which may be the date administrative access to certain software-based Services is granted to Customer); (ii) thirty (30) days after delivery of the applicable facility and/or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent); (iii) the date the Company notifies a Customer that Service is available for use by Customer; (iv) the date that Service would have been available for use by Customer if Customer had fulfilled its performance obligations required to provision the Service; or (v) the date that installation of MPLS services is complete at the second site in an MPLS network; however, Windstream may choose to bill in full monthly increments with no proration for partial service periods when Service either starts or ends in the middle of a billing cycle. If installation of off-net Services is delayed due to action or inaction by Customer, then Customer shall be responsible for all associated third-party provider charges. In certain service areas, paper bills are available only upon request and for a monthly charge and billing for usage will round up to the next cent. If Customer authorizes payment by credit or debit card, then Windstream will not obtain further consent or provide additional notice before invoicing the credit or debit card for all amounts due and owing. **WINDSTREAM RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCs") ON AT LEAST THIRTY 30 DAYS' NOTICE AND OTHER RATES AT ANY TIME.**
- 3. Service Outage Credits.** For Windstream's business-grade local and long distance voice telecommunications services, T1 and higher facility network Internet access and private networking services, Customer will receive a credit of 1/30th of the MRC for that month for each day that Customer has a Service Outage, defined below. Only the Service affected by the Service Outage will be eligible for a credit. Credit is based upon the length of time Customer is without Service. Credits in any single month cannot exceed the MRCs for Service that was affected by a Service Outage in that month. For purposes of this Agreement, a "Service Outage" is defined as the complete inability to: (i) make or receive calls; (ii) access the Internet for the purpose of sending or receiving Internet traffic; or (iii) send or receive data across a Windstream supported private network. In the event Customer rents equipment or orders data center services from Windstream, such equipment and services shall not be considered "Services" for purposes of service credits under this Agreement.
- 4. Disputes.** To dispute a bill, Customer must do so in good faith and deliver to Windstream in writing the specific basis for such dispute within sixty (60) days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived.
- 5. Partial Payments; Late Payments.** Windstream may accept any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Windstream has to collect the full payments from Customer. Customer is responsible for paying all costs and fees Windstream incurs as a result of collecting Customer's unpaid charges. If Windstream does not receive full payment when due or does not receive payment in immediately available funds, Windstream will add a late payment fee to the amounts owed and will calculate such fee as the total owed times interest at the maximum rate allowable by law.
- 6. Credit and Deposits.** Customer authorizes Windstream to ask credit-reporting agencies for Customer's credit information. Windstream may require Customer to submit an initial security deposit and/or advance payment and an additional deposit and/or advance payment if Customer increases Services, Customer is late on payment, or Customer's credit rating changes. The deposit will be refunded if satisfactory credit has been established or upon termination of this Agreement for any reason, except that Windstream at its discretion may apply the deposit to any amount due and unpaid by Customer.
- 7. Services Location; Moves.** Customer is responsible for providing an environment that is suitable for the Services, including equipment that is compatible with Windstream's network. Customer shall provide Windstream with the correct address to obtain Services, because Windstream relies on such information to determine which taxes, fees, surcharges and assessments apply to the Services. If Customer does not provide a valid address, Customer will be responsible for any resulting taxes, fees, surcharges, assessments and penalties related thereto. Customer will notify Windstream if Customer's address changes, in which case Windstream may either (a) terminate the affected Services, or (b) allow Customer to provide sixty (60) days' advance notice to Windstream to move Services to a new location and pay any applicable installation charges. Customer will enter into a new agreement for such new location, or Windstream will apply the liquidated damages set forth in Section 15 for the terminated location. Charges, including reasonable administrative costs and fees incurred by Windstream may apply as a result of Customer's move, in addition to a change in MRCs.
- 8. Windstream-Provided and Owned Equipment.** Any equipment installed by Windstream on Customer's premises that is not the subject of a sale to Customer (such as the CSU/DSU, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Windstream. Equipment shall remain in good condition, less normal wear and tear. Windstream shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse Windstream for the cost of any necessary repairs. Customer shall provide Windstream reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Windstream does not have access to Customer's premises within thirty (30) days after Customer terminates this Agreement, or if Windstream requests Customer return the equipment and Customer does not return the equipment to Windstream within thirty (30) days of termination, Customer shall reimburse

Windstream is defined for purposes of this Agreement to mean Windstream Communications, Inc. or such authorized Windstream affiliated entity providing Services to Customer as identified on Customer's bill.

Windstream for the full purchase price of the equipment as well as any attorney's fees and costs. Customer shall pack and ship the equipment in such a way so as to limit and/or avoid damage to the equipment. In the event the equipment is damaged in shipping, Customer shall be responsible for the cost to replace the equipment. For the avoidance of doubt, Customer is responsible for maintaining all equipment on its premises not provided and/or owned by Windstream and ensuring such equipment is compatible with Windstream's network. All terminal equipment must be registered with the Federal Communications Commission ("FCC") under 47 C.F.R. Part 68, and all wiring must be installed and maintained in compliance with those regulations.

9. Disconnection of Current Provider; Special Construction; Third Party Charges. Customer is solely responsible for disconnecting Services with its current service provider. Windstream is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Windstream or a third party provider is required to extend the demarcation point or undertake special construction for Customer. Unless Windstream specifically agrees in writing to undertake equipment installation and maintenance work, Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services and Windstream shall have no responsibility for maintenance or repair of same.

10. Third Party Software. As part of the Services, Customer may be allowed to use certain software and related documentation developed and owned by Windstream's third-party software licensors (collectively, the "Software"). This Software is neither sold nor distributed to Customer and Customer may use it solely as part of the Services and for no other purpose. Customer may not and agrees not to: (i) transfer such Software outside the Services or to any other person or entity; (ii) make copies of the Software, either through a virtual snapshot of the server containing the Software or otherwise; or (iii) transfer the Software outside of Windstream's infrastructure and/or premises. Further, Customer agrees to provide Windstream with evidence that its use of the Software is in compliance with the Agreement and/or third-party software licensor's terms from time to time during the Term as requested by Windstream. If Customer fails to provide such evidence when requested, or is otherwise not in compliance with the Agreement and/or third-party software licensor's terms, Windstream may, at its sole option suspend or terminate the Services that include the Software. For the avoidance of doubt, Windstream's Software licensors are not responsible for providing any support in connection with the Services or the Software.

11. Google. IF CUSTOMER SUBSCRIBES TO GOOGLE SERVICES THROUGH WINDSTREAM, CUSTOMER WILL BE REQUIRED TO COMPLETE A CLICK-THROUGH AGREEMENT FOR THE GOOGLE LICENSE POSTED AT http://www.windstream.com/legal/Google_Apps_Premier_Edition_License.pdf PRIOR TO USING THE RELEVANT SERVICES. Windstream may cancel Google Services at any time on thirty (30) days' notice and, at Windstream's option, may either terminate such Google Services altogether or move Customer to a similar platform. In the event that Windstream or Customer terminates the Google Services or downgrades or cancels Google Services, Customer is solely responsible for downloading all of its information to its computer within thirty (30) days.

12. Government Funding. Customer must notify Windstream of all restrictions, requirements and reporting obligations to which Windstream could become subject pursuant to any government program before Windstream provisions Services to Customer. Customer will not use such funds, including stimulus funds, grants or loans, in whole or in part, to support its performance under this Agreement without Windstream's prior written consent regarding any specifically applicable terms. If Customer fails to provide such prior written notice to Windstream of government funding or if Windstream does not consent to the use of such funding, then Windstream has the right, in its sole discretion, to reject any order or terminate this Agreement and/or any applicable Services, without liability or obligation to Windstream. If Customer requests government funds for payment of Services under this Agreement and such funding request is denied, Customer shall remain responsible for one-hundred percent (100%) of the cost of Services.

3. Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution. THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE WEB-POSTED PRICE LISTS OR TERMS AND CONDITIONS (EITHER "PRICE LISTS") POSTED AT <http://windstream.com/documents/detariffedservices.pdf>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.windstream.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.windstream.com/privacy.aspx>; (IV) IF CUSTOMER IS OBTAINING CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), CUSTOMER WILL BE REQUIRED TO CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES (CLICK-THROUGHS) PRIOR TO ACCESSING SUCH SERVICE, WHICH SHALL BE DEEMED PART OF THIS AGREEMENT; AND (V) THIRD PARTY SOFTWARE TERMS, IF APPLICABLE. This Agreement, the documents incorporated by reference and any addendums entered between the parties constitute the parties' entire Agreement. This Agreement may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any Windstream employee or agent. In the event of any conflict between the provisions of this Agreement and any of the documents incorporated by reference, the provisions of the Google License shall control for Google Services, followed by the Tariffs and Price Lists or Value-Added Services click-through agreements for applicable Services, this Agreement and then the Acceptable Use and Privacy policies. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Windstream also may execute this Agreement via a verifiable electronic signature.

14. Termination. Either party may terminate this Agreement by providing at least thirty (30) days' notice prior to the end of the initial Term or a Renewal Term, or if the other party is in breach of any material provision of this Agreement and such other party fails to cure within thirty (30) days after written notice. Notwithstanding, unless prohibited by law, in the event of nonpayment, the breaching party shall have ten (10) days to cure after written notice. Customer's right to terminate for cause is limited to termination of the affected Services at the affected location only. In the event Customer rents equipment from Windstream and Customer terminates network Services pursuant to this section, Customer shall remain obligated to fulfill the remainder of the applicable equipment schedule term. Windstream may limit, interrupt, suspend or terminate Services immediately if: (a) after any required notice, Customer has not paid for Services, or has failed to pay a deposit or advance payment requested by Windstream; or (b) Customer uses the Services in an adverse manner that affects Windstream's network or other customers, Customer or others have used the Services fraudulently or unlawfully while on Customer's premises or via Customer's equipment or while the Services are under Customer's control, or there otherwise occurs an event for which Windstream reasonably believes that the suspension or termination of Services is necessary to protect Windstream or Windstream's other customers from an imminent and significant operational, financial or security risk, in which case Windstream will provide advance notice if practicable; or (c) Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or (d) Customer resells any Services or uses the Services to aggregate other persons' traffic; or (e) Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider; or (f) Customer fails to comply with any applicable regulations or statutes and does not cure such failure to comply within ten (10) days of receiving notice from Windstream; or (g) if Customer impersonates another person, uses obscene or profane language or is abusive or harassing when communicating with Windstream representatives, and fails to stop the behavior after receiving a written or verbal warning from Windstream. In addition to the termination rights of Windstream set forth above, if Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services (including, but not limited to, circumstances in which Windstream is receiving traffic from Customer that originates from a location other than the local calling area associated with the customer's service location or Customer is terminating large volumes of calls to areas in which the cost to terminate such calls is high, or to a toll-free number, or when ten percent (10%) or more of Customer's calls are six (6) seconds or less, and/or when more than forty percent (40%)

of call attempts are uncompleted per trunk group and DS0/DS0 equivalent), and whether or not such use of the Services is due to Customer or a third party accessing Customer's Services or Equipment fraudulently, Windstream may: (v) charge long-distance charges for such traffic and any additional charges necessary to recoup its administrative costs and any charges from other carriers; (w) charge an additional price per minute in Windstream's discretion for each call that violates this provision; (x) restrict or cancel use or convert customer to another plan; (y) require customer to pay for the excessive use immediately and make a deposit; and/or (z) void any applicable price guarantee. Windstream may restore service if customer corrects the violation and pays all outstanding amounts owed, including restoration charges. Prior to installation of Services, Windstream may attempt to verify the availability of facilities, and in the event that Windstream determines in its sole discretion that facilities are not economically or technically feasible, Windstream has the right to terminate this Agreement without liability.

15. Effect of Termination. a. Pre-Installation - If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay Windstream a Pre-Installation Cancellation Charge ("Cancellation Charge") equal to three (3) months of MRCs except that if Windstream's costs to other providers are greater than this amount, Customer shall also reimburse Windstream for such costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by Windstream to prepare for installation. The Cancellation Charge set forth in this Section 15(a) is in lieu of the charges set forth in 15(b) below for post-installation cancellations.

b. Post-Installation - CUSTOMER UNDERSTANDS THAT ITS RATES ARE BASED UPON ITS COMMITMENT TO PURCHASE SERVICES FOR THE TERM OR RENEWAL TERM. AS SUCH, IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, OR AS A RESULT OF WINDSTREAM'S TERMINATION FOR CUSTOMER'S BREACH, CUSTOMER SHALL PAY TO WINDSTREAM AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE MRCs APPLICABLE TO THE TERMINATED SERVICES MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY WINDSTREAM, INCLUDING BUT NOT LIMITED TO ACTUAL EXPENSES INCURRED BY WINDSTREAM TO INITIATE OR TERMINATE THE SERVICES, THIRD PARTY COSTS, USE OF LIMITED NETWORK RESOURCES, INSTALLATION CHARGES WAIVED AND ANY DISCOUNTS OR CREDITS GRANTED. If Customer's proposal includes Monthly Minimum Charges or Fees ("MMCs" or "MMFs") and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below the MMC or MMF for that location, Customer will pay the MMC or MMF every month in lieu of the Liquidated Damages set forth above. If Customer's proposal does not include MMCs or MMFs and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below fifty percent (50%) of its original contracted rate for that location, Customer will pay fifty percent (50%) of the MRCs every month in lieu of the Liquidated Damages set forth above. Additionally, if Customer received a bundled rate for the disconnected Service(s), then Customer's charges may be adjusted by Windstream to the unbundled service rates.

16. Limitation of Liability. FOR PURPOSES OF THIS SECTION, AND THE FOLLOWING SECTIONS DESCRIBING INDEMNITY, DISCLAIMER OF WARRANTIES, AND EMERGENCY. CRITICAL LINES SECTIONS, "WINDSTREAM" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF WINDSTREAM RESELLS SERVICES.

A. WINDSTREAM'S LIABILITY FOR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED THE LESSER OF: (I) CUSTOMER'S MRCs DURING THE PERIOD IN WHICH THE DAMAGE OCCURS, OR (II) CUSTOMER'S MRCs MULTIPLIED BY SIX (6). IF CUSTOMER'S SERVICE IS INTERRUPTED, WINDSTREAM'S LIABILITY WILL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT WINDSTREAM'S LIABILITY AS PROVIDED HEREIN. UNDER NO CIRCUMSTANCES WILL WINDSTREAM BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES OR FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO SERVICE INTERRUPTIONS) DUE TO CAUSES BEYOND WINDSTREAM'S REASONABLE CONTROL. WINDSTREAM IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN, MISUSED, OR THE VICTIM OF FRAUD, EXCEPT WHEN DUE SOLELY TO WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED FOR SUCH LOSS, MISUSE, THEFT, OR THE RESULT OF FRAUD OF SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN WINDSTREAM NOTIFIES CUSTOMER OF INCREASED USAGE.

B. ENTRY ONTO WINDSTREAM'S PREMISES IS AT CUSTOMER'S OWN RISK, AND WINDSTREAM ASSUMES NO LIABILITY WHATSOEVER FOR ANY HARM ARISING FROM ANY CAUSE OTHER THAN WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PERSONAL INJURY TO CUSTOMER DURING SUCH VISIT. WINDSTREAM IS NOT RESPONSIBLE IF EQUIPMENT IS LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL LOSS INCURRED FOR MISUSE, MISHANDLING OR PROVISIONING OF CUSTOMER EQUIPMENT INCOMPATIBLE WITH THE SERVICES, CHANGES MADE TO THE SERVICES BY CUSTOMER OR A THIRD PARTY NOT AUTHORIZED TO MAKE CHANGES, OR BY WINDSTREAM AT THE DIRECTION OF CUSTOMER. IN NO EVENT SHALL WINDSTREAM BE RESPONSIBLE FOR ANY THIRD-PARTY EQUIPMENT, INCLUDING ANY DAMAGES THAT MAY ARISE AS A RESULT OF DEFECTS OR ISSUES RELATED TO THE THIRD-PARTY EQUIPMENT. TO THE EXTENT WINDSTREAM IS LIABLE FOR DAMAGE TO, OR LOSS OF, CUSTOMER EQUIPMENT, SUCH LIABILITY WILL BE LIMITED TO THE THEN-CURRENT BOOK VALUE OF THE DAMAGED EQUIPMENT. EACH PARTY IS RESPONSIBLE FOR INSURING THE EQUIPMENT AND PROPERTY IT OWNS WITH COVERAGE CONSISTENT WITH INDUSTRY STANDARDS.

17. Indemnity. EACH PARTY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL THIRD-PARTY CLAIMS ARISING OUT OF THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT. FURTHER, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS WINDSTREAM FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH (I) ANY FAILURE BY CUSTOMER OR CUSTOMER'S END USERS TO COMPLY WITH WINDSTREAM'S ACCEPTABLE USE POLICY OR APPLICABLE LAW, OR (II) CLAIMS OF OWNERSHIP OR SUPERIOR RIGHTS TO CUSTOMER EQUIPMENT OR OTHER INTELLECTUAL PROPERTY BY A THIRD PARTY.

18. Force Majeure. Windstream shall be excused from, and shall have no liability, including service credits, with respect to, any delay or failure to perform hereunder caused by any event beyond its reasonable control, including but not limited to, (i) cable cuts or common carrier delays; (ii) actions, failures to act or delays by Customer or others authorized by the Customer to use the Service; (iii) failure of power, equipment, services or systems not provided by Windstream including but not limited to other providers' networks and interconnections to or from and connectivity with other Internet Service Providers' networks; (iv) Customer owned or leased equipment or facilities (i.e., Customer's PBX, Local Area Network (LAN)); (v) during any period in which Windstream or its agents are not afforded access to the premises where access lines associated with the Services are terminated or the Customer elects not to release the Services for testing and/or repair and the Customer continues to use Services; (vi) maintenance (planned or emergency) or implementation of a Customer order that requires a Services interruption (Windstream reserves the right to schedule maintenance and upgrades to the network seven (7) days a week from 12a.m. to

6a.m. in the local time zone of the area being worked on without prior notice to Customer or upon reasonable advance notice outside these time frames); (vii) when a Service Outage has not been reported to Windstream or where there is a trouble reported, but no trouble found; and (viii) labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond Windstream's reasonable control.

19. Disclaimer of Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES, EQUIPMENT, AND THE DESIGNATED CUSTOMER AREA ON WINDSTREAM'S PREMISES, IF APPLICABLE, ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, BROADBAND SPEEDS, UNINTERRUPTED OR ERROR-FREE SERVICE, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. EXCEPT AS EXPRESSLY PROVIDED IN WINDSTREAM'S PRIVACY POLICY, WINDSTREAM HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY WINDSTREAM'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

20. Emergency. Critical Lines. CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES MAY NOT, IN CERTAIN CIRCUMSTANCES, PROVIDE ACCESS TO 911 OR TRANSMIT THE MOST ACCURATE LOCATION OR EXTENSION INFORMATION IN A TIMELY MANNER, IF CUSTOMER ATTEMPTS TO ACCESS 911 IN AN EMERGENCY. Examples include voice over Internet protocol ("VoIP"), Centrex, Allworx Reach™ Application ("Allworx Reach™"), and private branch exchange. Additionally, because T1s and VoIP can cease operating during a power outage, Customer should have a basic business or copper line for elevator, alarm, E911 and other critical functions. When using VoIP service or Allworx Reach™, Customer must timely update changes to their registered location for 911 services. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.

21. Miscellaneous. (a) Notices and Electronic Communications: Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered or mailed to Customer at the address populated on Customer's proposal or to Windstream at Windstream, Attn: Correspondence Division, 1720 Galleria Blvd., Charlotte, NC 28270, windstream.business.support@windstream.com or at such other address provided to the other party. CUSTOMER AGREES THAT WINDSTREAM MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING WINDSTREAM'S SERVICES; (b) Applicable Law. Venue: This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided, without regard to that state's conflict of laws principles. If this Agreement covers multiple states, then it is subject to Nebraska law, without regard to its conflict of law principles. The parties agree to submit to the exclusive jurisdiction of federal courts in the state in which the Services are provided (or federal courts in Nebraska, if the Agreement covers multiple states) so long as diversity and the amount in controversy requirements are met, or a federal question is at issue; (c) Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT; (d) Statute of Limitations: No claim may be asserted by either party against the other with respect to any event, act or omission for which a claim accrued more than two (2) years prior to such claim being asserted; the foregoing statute of limitations is not applicable to billing disputes, which are governed by the timeframe for disputes described in Section 4; (e) Assignment: Either party may assign this Agreement to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party, but Customer shall provide Windstream with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Windstream's advance written consent. Any attempted assignment in violation of this provision is void; (f) Third Party Beneficiaries: No third party shall be deemed a beneficiary of this Agreement; (g) Publicity: Customer agrees that Windstream may publicly disclose that Windstream is providing Services to Customer and may include Customer's name in promotional materials, including press releases; (h) Waiver: Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (i) Severability: If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (j) Survival: Sections 16 through 21 survive after this Agreement ends; (k) Handwritten Changes: Handwritten changes are not binding on either party; (l) Use of Products in U.S. Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At Windstream's request, Customer shall sign written assurances and other export-related documents as may be required for Windstream to comply with U.S. export regulations; (m) Representation on Authority of Parties/Signatories: Each person signing this Agreement represents and warrants that he or she is duly authorized in accordance with its corporate governance documents and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized in accordance with its corporate governance documents and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms; (n) Confidentiality: Except when this Agreement is required to be filed with a governmental authority or as may otherwise be required by local, state or federal freedom of information laws, the parties agree that this Agreement contains proprietary and confidential information and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of Windstream that are negotiating with Customer in order to execute this Agreement.

22. Service Specific Provisions:

For Dynamic IP Services only:

Customer represents and warrants that it will immediately notify and post alternative dialing instructions to its end-users if any restrictions or limitations to access emergency 911 services result from its actions including but not limited to: (a) Extending the origination of outbound calling capabilities of the Dynamic IP service outside of the Windstream Dynamic IP-serviceable area by means of private circuits, wireless service, public networks, the public Internet or other means; (b) Implementing call routing schemes within its applications, systems or networks which may prevent access to emergency services; or (c) Implementing call routing schemes within its applications, systems or networks which may route outbound emergency 911 calls to Public Service Answering Points (PSAPs) other than the PSAP servicing the calling party end-user location. Customer agrees to indemnify and hold Windstream harmless from all claims, causes of action, damages and judgments arising from restrictions or limitations to access emergency 911 services as a result of customer's actions or inactions in ensuring that all 911 dialed calls are routed to the proper PSAP using Windstream's dynamic IP service.

For Managed CPE Firewall Services only:

Authorization to Perform Testing. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer hereby grants Windstream the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service.



Customer acknowledges that the Managed CPE Firewall Service constitutes permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to Windstream are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify Windstream of such Host arrangement prior to the commencement of any Managed CPE Firewall Service; (ii) obtain Host's written consent for Windstream to provide the Managed CPE Firewall Service on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide Windstream with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between Windstream and Host in connection with the Managed CPE Firewall Service. Customer agrees to indemnify, defend and hold Windstream and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this section. Customer will indemnify and hold Windstream and its suppliers harmless from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Managed CPE Firewall Service entail certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Managed CPE Firewall Service; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

With regard to any software components of the Firewall Device, Customer agrees it will not: (i) use or make any copies of the software; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, or distribute the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software. Customer agrees to indemnify, defend and hold Windstream and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees, which arise out of Customer's failure to comply with the foregoing.



LETTER OF AUTHORIZATION TO CHANGE LOCAL SERVICE PROVIDER

The undersigned ("Local Subscriber") hereby designates Windstream Communications, Inc. ("WCI") as the Local Subscriber's Agent for the purpose of changing the Local Subscriber's Local telephone service provider from to WCI.

The Local Subscriber hereby understands that only the one local telephone service provider may be selected for each of the Local Subscriber's telephone numbers listed herein. The Local Subscriber understands that, as a result of this decision to change local telephone service providers from WCI, a charge for such change may be incurred.

The authorization granted herein applies to the Local Subscriber's telephone numbers included on Attachment A.

Signature: _____

Name (Printed): Warren Woods

Title: Mayor

Company: 5217 CITY CLERK - Creston

Address:

Federal Tax ID Number:

Date: 10/24/2014



LETTER OF AGENCY to *change* PREFERRED INTEREXCHANGE CARRIER

Contract No.: 201410382284

BTN: (641) 782-6377

This letter of agency is used for the following Windstream telecommunications companies:

Windstream Communications, Inc.
Aliant Systems, Inc. dba Windstream
360 Long Distance Company dba Windstream/360
KIN Network, inc. dba Windstream

- a.i.1.a. IntraLATA []
- a.i.1.b. InterLATA []
- a.i.1.c. International Exchange []

The undersigned subscriber (hereafter referred to as "Subscriber") understands that only one telecommunications carrier may be designated as the Subscriber's preferred carrier for the following telecommunications services:

Signed: _____

Bill Name: Warren Woods

Title: Mayor

Company: 5217 CITY CLERK - Creston

Address:

Date: 10/24/2014



Business Credit Application

Business Name (Full Legal Name): 5217 CITY CLERK	Business Phone Number : (641) 782-6377 Name: Responsible Party Number : (641) 782-2000 Name: Accounts Payable Number: Name:
Physical Address (street): 116 W ADAMS ST, CRESTON, IA 50801-3103	Billing Address (street):
Email Address: wwwoods@crestoniowa.org	Former / Other Billing Account (with Windstream or Windstream acquired company):
Company Name: (if DBA)	Application Type: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship / Sole Owner <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation
Federal Tax ID: Date: Phone:	Signature: _____ <i>References not required but may be considered.</i>

Personal Guarantee (Complete only if an individual chooses to use their personal credit information as a guarantor) I, _____, residing at _____ for and in consideration of your extending credit at my request to (company name) _____, of which I am (title) _____, hereby personally guarantee payment of all debts owed by the above named company to Windstream Communications Inc., in the event the above named company fails to pay the same. It is understood that this guarantee shall be continuing and irrevocable. I do hereby waive notice of default and consent to any modification or renewal of the credit agreement hereby guaranteed.

Social Security # Date: Phone:	Signature: _____
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Sales Department Usage Only:

Estimated One Time and or Recurring Charges: \$ Monthly _____ Install _____

Sales Rep Name: Cheryl Klocko

Fax #: :

Contact #: (515) 309-2001

Email Address: cheryl.klocko@windstream.com

Credit Department Usage Only:

Date Received:
Credit Agent:

Date Completed:
Credit Decision:

Ref./Application #:
Deposit:

Advance Pay:

REC'D OCT 30 2014

Oct. 29, 2014

Dear Council Members,

We are writing this appeal in hopes of obtaining a reduction in our 10-24-2014 water/sewer bill at 1305 N. Cherry St. This is an apartment building in which we pay the water for the entire building. (Usually totaling \$75-\$85.)

On approximately October 25th the water office called to report a large amount of water being used at this address. I called our tenants to tell them we need to enter their apartments to check for a water leak. One of them called back to report that it was his toilet continuously running. He had been in the hospital in Des Moines for almost 3 weeks and had just gotten home that morning and noticed the toilet running. He immediately turned off the water to the toilet and planned to check into it after work. He planned to call us after checking it out. We had no idea that he was gone. His car was in the garage because his wife had taken him to the hospital. He lives in Des Moines on the weekends and lives in our apartment during the week to work at Wellmans.

When the water bill came, it was \$802.38!! The bill was paid on October 28th so no late charges would be added. We would appreciate it if the Council could consider omitting the sewer charges or find some other way to help and refund part of this amount paid.

Respectfully Submitted



Dennis and Deb Clausen

D.C. Rentals
501 S Vine St
Creston, Iowa 50801
Ph. 641-782-9537

APPLICATION FOR TAX ABATEMENT FOR THE CITY OF CRESTON FOR QUALIFIED COMMERCIAL REAL ESTATE

PLEASE TYPE OR PRINT:

APPLICANT (Owner of Record): Roger; Mary Saxton
STREET ADDRESS: 609 New York Avenue
MAILING ADDRESS (if different): 1008 N. Mulberry, Creston, Iowa
CITY: CRESTON STATE: Iowa PHONE: 641-202-1260
Name of Other Owners of Record (if any):

LEGAL DESCRIPTION:

PARCELS H AND I, SECTION 12, TOWNSHIP 72, RANGE 31 WEST OF THE 5TH PM IN THE CITY OF CRESTON, UNION COUNTY, IOWA

EXISTING PROPERTY USE:

Single-family Residential
Multi-residential (Commercial); Multi-family (includes duplexes)
X Vacant

CURRENT PROPERTY VALUE (from Assessor's Records):

Land Value: \$ 22,500 Building Value: \$ 50,000

TYPES OF QUALIFYING IMPROVEMENTS: (Check One)

X New Construction on vacant land
Additions to existing structures
Replacement of existing structure(s)
Rehabilitation of existing structure(s)

BRIEF DESCRIPTION OF PROJECT:

Commercial Building

ESTIMATED OR ACTUAL COSTS OF IMPROVEMENTS:

Dollar Value: \$ 75,000 Start Date: Nov 7, 2013

