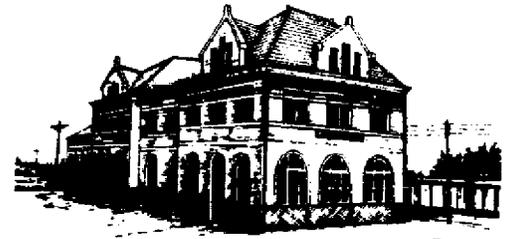


City of  
**CRESTON, IOWA**

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:** Larry Wynn, Randy White, Loyal Winborn, Betty Shelton, Marsha Wilson, Larry Wagner, Terry Koets  
**CITY CLERK:** Lisa Williamson  
**CITY ADMINISTRATOR:** Mike Taylor  
**CITY ATTORNEY:** Skip Kenyon

**Regular Meeting Agenda**  
**City Hall/Restored Depot**  
**Council Chambers**  
**June 15, 2010**  
**6:00 p.m.**  
**Last updated: 06/11/2010 1:01 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.*
  - a. Minutes of June 1, 2010 – Regular Meeting
  - b. Claims and Fund Transfers:
    - i. Total Claims - \$244,335.33
    - ii. Fund Transfers - \$5,000.00
  - c. Licenses/Permits:
    - i. Amusement – Montgomery Street Pub; Eagles; Charleys
    - ii. Cigarette – Eagles
    - iii. Parade – 10,000 Crestonians 4<sup>th</sup> of July
6. **Public Forum –** *The Mayor and City Council welcome comments from the public on any subject pertaining to City business, including items on this agenda. You are asked to state your name and address for the record and to limit your remarks to 3 minutes in order that others may be given the opportunity to speak. The Order of Business is at the discretion of the Chair. No action will be taken.*
7. **New Business**
  1. Resolution to approve 3% wage increase for all full-time non-union employees
  2. Public Hearing on the purpose of discussing current activities and providing a status of funds on CDBG #09-WS-013 (East Side Sewer Project)
  3. Resolution to approve FBO Contract for FY 2011
  4. Motion to Establish Second Reading of Ordinance 10-123 – Amending provisions pertaining to speed regulations
  5. Motion to establish Third Reading of Ordinance No. 10-124 – Amending provisions pertaining to violation of general traffic violations

6. Motion to establish First Reading of Ordinance No. 10-125 -- Adding New Chapter allowing use of small wind energy conversion systems
7. Resolution to approve payment to Denny & Susan Shawler for \$520.62 for WIRB buffer strip
8. Resolution to approve payment to Todd Jackson for \$3,454.66 for WIRB buffer strip and livestock crossing
9. Resolution to approve application for Commercial Tax Abatement for First Federal Savings Bank of Creston
10. Resolution to approve request for \$5,000 from Hotel/Motel Fund by 10,000 Crestonians for July 4<sup>th</sup> Celebration
11. Resolution authorizing the Mayor to sign contract with DTN Meteorlogix for on-line service
12. Resolution approving Mayor to submit letter of request for amendment to NSP contract
13. Resolution to approve one designated handicap-accessible parking space on the street at 101 W Adams Street
14. Motion to approve temporary street closings for the 10,000 Crestonians 4<sup>th</sup> of July Celebration
15. Motion to approve temporary street closing for the 1300 block of Mulberry Street on June 26, from 5 pm – 9 pm for a neighborhood block party
16. Motion to approve temporary street closing on Oak Street north of the alley that runs behind Iowa State Savings Bank to Montgomery Street on July 2<sup>nd</sup>, from 6 pm – to 2 am, July 3<sup>rd</sup>, for the Oaks Brew Garden Class Reunion Street Dance
17. Appointment with Julie Weisshaar

**8. Other Items**

**9. Adjournment**

## REGULAR MEETING OF THE CRESTON CITY COUNCIL JUNE 1, 2010

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.

Mayor Woods administered the Oath of Office to Officer Jared Auten.

Roll call being taken with the following Council members present: White, Winborn, Shelton, Wilson, Wagner and Koets. Wynn was absent.

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

Wilson moved seconded by Shelton to approve the consent agenda, which included approval of minutes of May 18<sup>th</sup> regular meeting and of May 25<sup>th</sup> special meeting; claims of \$201,330.33; Amusement Permits – 10,000 Crestonians, Oaks Brew Garden, American Legion, Sidetracked Again, Panther Lanes, Elks and Elm's Club; Cigarette Licenses – Casey's #3, #2422, #2423, #2424, Pokorny BP, American Legion, HyVee, Kum & Go #500 & #501, Farm & Home, Wal-Mart, Fareway and Elm's Club; Temporary Street Closings – McKinley Street from Lake Street to Kirby Street on June 19<sup>th</sup> from 8 a.m.- 4 a.m. June 20<sup>th</sup> for the Annual Concert in the Park; Montgomery Street from Oak to Division Street on July 3<sup>rd</sup> from 4 p.m. – 2 a.m. July 4<sup>th</sup> for the Elks' Annual Street Dance. All voted aye. Wynn was absent. Motion declared carried.

During Public Forum, Melvin Scadden, 411 N. Vine, asked council members to drive down the alley between Cherry & Vine Streets, in the block north of his house, to view the nuisances.

A resolution was offered by Wilson seconded by White to approve a 28E Agreement between the City of Creston and Union County for Parking Ticket Enforcement and authorize the Mayor and Clerk to execute the proper documentation. Winborn, Shelton, Wilson, Wagner, Koets and White voted aye. Wynn was absent. Resolution declared passed.

Koets moved seconded by Shelton to establish the First Reading of Ordinance 10-123, AN ORDINANCE AMENDING PROVISIONS PERTAINING TO SPEED LIMITS ON DESIGNATED STREETS, SPECIAL SPEED ZONES AND SPECIAL SPEED RESTRICTIONS. Wilson, Wagner, Koets, White, Winborn and Shelton voted aye. Wynn was absent. First Reading was established.

Wilson moved seconded by White to waive the Second Reading of Ordinance 10-123, AN ORDINANCE AMENDING PROVISIONS PERTAINING TO SPEED LIMITS ON DESIGNATED STREETS, SPECIAL SPEED ZONES AND SPECIAL SPEED RESTRICTIONS. Winborn, Shelton, Wilson, Wagner, Koets and White voted aye. Wynn was absent. Motion declared carried.

Wilson moved seconded by Shelton to waive the Third and Final Reading of Ordinance 10-123, AN ORDINANCE AMENDING PROVISIONS PERTAINING TO SPEED LIMITS ON DESIGNATED STREETS, SPECIAL SPEED ZONES AND SPECIAL SPEED RESTRICTIONS. Wagner, Koets, White, Winborn and Shelton voted aye. Wynn was absent. Motion declared carried.

Wilson moved seconded by Shelton to establish the First Reading of Ordinance 10-124, AN ORDINANCE AMENDING PROVISIONS PERTAINING TO VIOLATION OF

GENERAL TRAFFIC REGULATIONS. Wagner, Koets, White, Winborn, Shelton and Wilson voted aye. Wynn was absent. First Reading was established.

Winborn moved seconded by Wilson to establish the First Reading of Ordinance 10-125, AN ORDINANCE ADDING A NEW CHAPTER ALLOWING USE OF SMALL WIND ENERGY CONVERSION SYSTEMS.

After much discussion, motion died for lack of vote.

Winborn moved seconded by Wagner to postpone the First Reading of Ordinance 10-125, AN ORDINANCE ADDING A NEW CHAPTER ALLOWING USE OF SMALL WIND ENERGY CONVERSION SYSTEMS until the June 15, 2010, Council Meeting. Koets, White, Winborn, Shelton, Wilson and Wagner voted aye. Wynn was absent. Motion declared carried.

A resolution was offered by Wilson seconded by Shelton to set a Public Hearing for the purpose of discussing current activities and providing a status of funds on CDBG #09-WS-013 (East Side Sewer Project) on June 15, 2010 at 6:00 p.m. and authorize the Mayor and Clerk to execute the proper documentation. White, Winborn, Shelton, Wilson, Wagner and Koets voted aye. Wynn was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Shelton to special assess abatement charges for snow removal of \$250.00 due to non-payment by property owner and authorize the Mayor and Clerk to execute the proper documentation. Koets, White, Winborn, Shelton, Wilson and Wagner voted aye. Wynn was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by White to approve Change Order No. 1 for work on the 2009 East Side Sanitary Sewer Replacement Project and authorize the Mayor and Clerk to execute the proper documentation. Winborn, Shelton, Wilson, Wagner, Koets and White voted aye. Wynn was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by White to approve Pay Estimate No. 5 for \$39,369.90 to Havens Construction for work completed on the 2009 East Side Sanitary Sewer Replacement Project and authorize the Mayor and Clerk to execute the proper documentation. Wagner, Koets, White, Winborn, Shelton and Wilson voted aye. Wynn was absent. Resolution declared passed.

Under Other Items, Councilperson Wilson asked Mike Taylor the status of the mowing nuisances. He stated of the 29 properties on his list, only four of them have not been mowed yet.

Wilson moved seconded by Shelton to adjourn the meeting. All voted aye. Wynn was absent. Motion declared carried. Council adjourned at 6:23 P.M.

\_\_\_\_\_  
Mayor

Attest:

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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
POLICE PROTECTION	GENERAL FUND	ALAMAR UNIFORMS	CLASS B SHIRTS	111.00		
		CARPENTER UNIFORM CO &	REST OF AUTENS UNIFORMS	198.10		
		CRESTON AUTOMOTIVE	2010 CROWN VICTORIA	18,665.00		
			LEFT DOOR WEATHER STRIP	54.08		
		DIAGONAL PROGRESS	STATEWIDE ADVERTISING	408.00		
		KIECK'S CAREER APPAREL	OFFICER BADGES	990.00		
		MERRITT, JARYD	REIMBURSEMENT	102.00		
		OFFICE MACHINES	REPORT COVERS	23.81		
		PETTY CASH - POLICE	#088-POSTAGE	4.19		
			#089-POSTAGE	1.90		
			#090-POSTAGE	4.02		
			#091-POSTAGE	3.55		
			#092-POSTAGE	4.36		
			#093-POSTAGE	4.19		
		STEWART, SHANE LEE	REFUND OVERPAYMENT	20.00		
		SUPREME CLEANERS	UNIFORM CLEANINGS-MAY'10	114.75		
		TREASURER - STATE OF IOWA	TASER/DEFENSIVE TACTIC	375.00		
			ADMIN & EVAL MMPI-AUTEN	175.00		
		TREAT AMERICA FOOD SERVICES	MEALS FOR MERRITT	32.50		
		VER MEER, PAUL	CELLPHONE REIMBURSEMENT	60.00		
		WATCHGUARD	DIGITAL IN CAR CAMERA	4,825.00		
			TOTAL:	26,176.45		
		DETENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR	LEC BILLING-MAY'10	8,978.76
					TOTAL:	8,978.76
		FIRE PROTECTION	GENERAL FUND	AMERICA'S BEST INC	24-T-SHIRTS & 14-POLO'S	359.25
				CRESTON CITY WATER WORKS	WATER-FIRE	20.32
				ED M FELD EQUIP CO INC	6-FIRE GLOVES	389.70
	6-FIRE HOODS			197.70		
	FIRE HELMETS-GLOVES			599.75		
	BOOTS-MASK BAG-HELMETS			935.40		
	10-SECTIONS FIRE HOSE			1,420.00		
FIRE SERVICE TRAINING BUREAU	2-CERT FEES FOR HAZMAT			100.00		
INTERSTATE ALL BATTERY CENTER	BATTERIES			710.18		
ECHO GROUP INC	4' BULBS-SWITCH FOR VENT			31.51		
JACKSON, TODD	CELLPHONE REIMBURSEMENT			60.00		
	MEAL REIMBURSEMENT			16.00		
PETTY CASH - FIRE	#1488-SUPPLIES			32.10		
SERVICE TECHS INC	REPAIR MOTOR-PRESSURE FAN			79.68		
SUPERIOR LAMP INC	1 CASE FLUORESCENT LIGHTS			431.78		
	TOTAL:			5,383.37		
BUILDNG & HSNQ SAFETY	GENERAL FUND			CRESTON PUBLISHING CO LYBARGER, GARY	BOARD OF ADJUSTMENT MTG	17.04
		CELLPHONE REIMBURSEMENT	60.00			
		TOTAL:	77.04			
ANIMAL CONTROL	GENERAL FUND	BIERLE, DOUG	CELLPHONE REIMBURSEMENT	60.00		
		FREY, ERICA	SUCCESSFUL ADOPTION	20.00		
		HODGE, JUSTIN	CELLPHONE REIMBURSEMENT	60.00		
		LENZ, MIKE	SUCCESSFUL ADOPTION	20.00		
			TOTAL:	160.00		
RT	GENERAL FUND	ADVANCED AG LLC	2-4D CHEMICAL	1,010.70		
		AKIN BUILDING CENTER	SHINGLES FOR TERMINAL	1,106.87		
		CLAPSADDLE-GARBER ASSOCIATES INC	ENG SVCS-EQUIPMENT	645.00		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ENG SVCS-GRANT ADMIN	245.00
		CONSOLIDATED MATERIALS COMPANY	WATER HEATER/PARTS	221.88
			PARTS	9.16
		WASTE MANAGEMENT	DUMPSTER-MAY'10	61.96
		OLSEN FUEL SUPPLY INC	899 GAL 100LL	3,550.15
		PETTY CASH - AIRPORT	#424762-HAND SPRAYERS	43.81
			#424763-DESK CHAIRS	115.56
			#424764-POSTAGE	70.40
		SOUTHWEST IOWA RURAL ELECTRIC	ELECTRICITY-AIRPORT	29.00
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17
			PASS THRU-05/21/10	6.50
			FUEL PROFIT	152.63
			TOTAL:	8,622.79
SOLID WASTE CLCT/DSPSL	GENERAL FUND	WASTE MANAGEMENT	GARBAGE COLLECT-MAY'10	36,004.72
			TOTAL:	36,004.72
LIBRARY SERVICES	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-LIBRARY	10.67
		WASTE MANAGEMENT	DUMPSTER-MAY'10	40.89
		INGRAM	BOOKS	58.56
		PROFESSIONAL COMPUTER SOLUTIONS	COMPUTER WORK	287.50
			TOTAL:	397.62
PARKS	GENERAL FUND	HUFF, MARK	CELLPHONE REIMBURSEMENT	60.00
		BARKER IMPLEMENT & MOTOR CO INC	REPLACE O RINGS-1530	433.93
			RPR ON BRAKE	793.05
			AXLE FOR MOWER	230.14
			HYDRAULIC LINE	41.91
		WASTE MANAGEMENT	DUMPSTER-MAY'10	77.04
		HEARTLAND TECHNOLOGY SOLUTIONS	CREDIT INV #54892	28.75
		MOST DEPENDABLE FOUNTAINS	HOSE BIBS-CARTRIDGES	279.00
		NAPA	BEARINGS	35.16
		PRAIRIE SOLID WASTE AGENCY	ROOF OF RESTROOM	43.20
			ROOF OF RESTROOM	66.00
			DISPOSAL TRACTOR TIRE	50.00
		TRUE VALUE HARDWARE & RENTAL	15 GAL PAINT	509.85
			CHOP SAW	199.99
			TOTAL:	2,790.52
RECREATION	GENERAL FUND	BSN SPORTS	9-BATTING TEES	223.48
		WASTE MANAGEMENT	DUMPSTER-MAY'10	88.64
		SHELLY ROBINSON	T-SHIRTS FOR TBALL/COACHS	1,087.50
		PETTY CASH - RECREATION	#1642-DRAIN COVER	3.94
		AGRILAND FS INC	CHALK-RAPID DRY-CLAY	1,400.05
			TOTAL:	2,803.61
CEMETERY	GENERAL FUND	HODGE, BRUCE	CELLPHONE REIMBURSEMENT	60.00
		BARKER IMPLEMENT & MOTOR CO INC	2-STEHL TRIMMERS	199.95
		WASTE MANAGEMENT	DUMPSTER-MAY'10	61.96
		ECHO GROUP INC	2-OUTSIDE LIGHT FIXTURES	40.20
		KELLY'S FLOWERS	STATUE/FLOWER POTS	200.00
			PERPETUAL DEC-MEM DAY	410.16
		PETTY CASH - CEMETERY	#411738-FASTENER/PIN	5.91
			#411739-GREASE	35.10
			#411740-BULBS	2.22
		AGRILAND FS INC	450 G UNL @ 2.531	1,100.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			250 G DSL @ 2.301	575.25
		TRUE VALUE HARDWARE & RENTAL	3-SHOVELS; 1-SPADE; 1-RAK	151.95
			TOTAL:	2,843.69
SWIMMING POOL	GENERAL FUND	ECHO GROUP INC	POOL LIGHT	184.15
		ALL IOWA POOL & SUPPLY	1 GAL BLACK POOL PAINT	175.45
		PETTY CASH - RECREATION	#1640-POSTAGE	2.07
			#1641-2 KEYS	9.90
		POOL TECH INC	FLOW METER	155.95
			CONNECTOR	26.23
			FEEDER-FLOW METER-PUMP	666.85
		TRUE VALUE HARDWARE & RENTAL	PIPING-FITTINGS	45.73
			TOTAL:	1,266.33
FINANCIAL ADMINISTRATN	GENERAL FUND	10000 CRESTONIANS	CONTRIBUTION FOR FIREWORKS	5,000.00
		BANKERS LEASING CO	COPIER LEASE-MAINTENANCE	325.65
		CRESTON CHAMBER OF COMMERCE	4TH ANNUAL FUNDING	2,500.00
		CRESTON PUBLISHING CO	LEGAL ADS/NOTICES-MAY'10	346.00
		HEARTLAND TECHNOLOGY SOLUTIONS	CABLE	27.99
			LASERJET PRINTER-MIKE	224.00
		IOWA CITY/COUNTY MANAGEMENT ASSOCIATIO	IACMA MEMBERSHIP	150.00
		IOWA ENVIRONMENTAL SERVICES INC	9-ASBESTOS SAMPLES	225.00
		PETTY CASH - FINANCE	#1248-RECORDING DEED	14.00
			#1249-RECORDING FEES	9.00
			#1250-RECORDING FEES	28.00
		RAY AND ASSOCIATES INC	NEG/CONS SVC-JUN'10	691.67
		SOUTHERN PRAIRIE YMCA	SEMI ANNUAL PMT-SCHOLARSHI	5,000.00
		THE AMERICAN LEGION	REFUND OVERPAYMENT	25.00
			TOTAL:	14,566.31
CITY HALL	GENERAL FUND	INNOVATIVE INDUSTRIES INC	JANITORIAL SVC-MAY'10	410.00
			TOTAL:	410.00
INSURANCE (GENERAL)	GENERAL FUND	TYLER INSURANCE SERVICES INC	WORK COMP/GEN LIAB AUDIT'0	10,515.00
			TOTAL:	10,515.00
COMMUNITY CENTER MAINT	COMMUNITY CENTER	SOUTHERN PRAIRIE YMCA	SEMI ANNUAL PMT-ARTS/WELLN	3,552.50
			TOTAL:	3,552.50
ROAD MAINTENANCE	ROAD USE TAX	HAYS, JOHN	CELLPHONE REIMBURSEMENT	60.00
		ARAMARK (LAUNDRY ACCTS)	LAUNDRY SERVICE	32.17
		BAKER, MIKE	CELLPHONE REIMBURSEMENT	60.00
		DIAMOND VOGEL PAINTS	STREET PAINT	3,352.31
		GARDEN & ASSOCIATES	COTTONWOOD RECONSTRU	6,549.81
		GRIMES ASPHALT & PAVING CORP	13.60 T COLD PATCH	1,564.00
		BLACKTOP SERVICE COMPANY	12.90 TON ASPHALT	1,032.00
			7.89 TON ASPHALT	631.20
			23.95 TON ASPHALT	1,916.00
			22.39 TON ASPHALT	1,791.20
		IOWA DEPT OF TRANSPORTATION	24-6 VOLT BATTERIES	41.52
		JOHNSTON, JACK	CELLPHONE REIMBURSEMENT	60.00
		NAPA	STROBE LAMP/ENDS	106.88
			BATTERY FLIERS	24.49
			1-SET HAND TOOLS	34.99
		SERVICE TECHS INC	SPOOL FOR HEAD	10.95
		AGRILAND FS INC	1440 GAL DSL @ 2.301	3,313.44

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			1100 GAL UNL @ 2.531	2,784.10
		SCHILDBERG CONSTRUCTION COMPANY INC	300 T CLASS D ROCK	3,150.00
			150 T WASHED LIMESTONE	1,882.50
		VANCE BROS INC	5816 GAL ROAD OIL	17,631.40
			TOTAL:	46,078.96
ADMIN-STREETS(ENGINR)	ROAD USE TAX	KRUSE, KEVIN	CELLPHONE REIMBURSEMENT	60.00
			TOTAL:	60.00
MC KINLEY PARK RENOVAT	RESTRICTED GIFTS-M	CRESTON PUBLISHING CO	PARTY IN THE PARK AD	20.00
		IOWA DEPT OF INSPECTIONS & APPEALS	90-DAY GAMBLING LICENSE	40.00
			TOTAL:	60.00
LIBRARY(RESTRICTED GIF	RESTRICTED GIFTS-L	GALE CENGAGE LEARNING	REPLACEMENT BOOK	34.86
			TOTAL:	34.86
CAPITAL PROJECTS	CAPITAL PROJECTS F	JACKSON, TODD	REIMBURSEMENT-BUFFER	3,454.66
		SHAWLER, DENNY OR SUSAN	REIMBURSEMENT-BUFFER	520.62
			TOTAL:	3,975.28
SANITARY SEWER/WASTWTR	SEWER OPERATING FU	BRISTOW, JIM	CELLPHONE REIMBURSEMENT	60.00
		AKIN BUILDING CENTER	SCREWS-GREEN TREAT	12.76
		CAPITAL CITY BOILER & MACHINE WORKS IN	20'-1" ROPE	77.00
		COOK VIDEO & APPLIANCE	18,000 BTU AC/UNIT	449.00
		WASTE MANAGEMENT	DUMPSTER-MAY'10	75.14
		ENVIRONMENTAL RESOURCE	ERA QTRLY AUDIT	244.65
		HYGIENIC LABORATORY	HEAVY METALS	555.00
			2-NH3'S	36.00
			2-NH3'S	36.00
			ANNUAL TOXICITY TEST	425.00
			BOD-TSS-NH3-TKN-O&G	156.00
			2-NH3'S	36.00
			1-BOD & 1-NH3	54.00
			2-BOD'S	36.00
			1-BOD	36.00
			2-NH3'S	36.00
			PLANT METALS	116.00
			1-BOD; TSS; NH3	72.00
			1-CBOD; 1-TSS	54.00
		ECHO GROUP INC	MOTOR STARTER	424.98
		NAPA	2-10' LENGTHS OF CHAIN	485.72
			CABLE HOIST	121.98
		PETTY CASH - SANITATION	#497261-SUPPLIES	4.47
			#497262-POSTAGE	2.44
			#497263-CLEAN AC UNIT	32.00
			#497264-SUPPLIES	7.30
			#497265-SUPPLIES	6.00
			#497266-MINI BLIND	11.94
			#497267-BATTERY	4.99
			#497268-NAPA	12.36
			#497269-NAPA	14.59
		POLLUTION CONTROL SYSTEMS	EBARA PUMP SEAL KIT	686.00
		UPS	POSTAGE	19.59
			POSTAGE	25.72
			TOTAL:	4,426.63

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
ANIMAL CONTROL	ANIMAL SHELTER *AG	ADAIR CO VET CLINIC	EMERGENCY MEDICAL	100.00
		CRESTON PUBLISHING CO	BUSINESS CARDS	37.95
		CRESTON VET CLINIC PC	CARE ADS-MAY'10	12.45
			SPAY DOG-J/S REED	100.95
			EXAMINE/TREAT POUND DOG	205.40
			SPAY DOG-C/T RAY	100.95
			<b>TOTAL:</b>	<b>557.70</b>

----- FUND TOTALS -----

001	GENERAL FUND	120,996.21
006	COMMUNITY CENTER	3,552.50
110	ROAD USE TAX	46,138.96
166	RESTRICTED GIFTS-MCKNLY P	60.00
167	RESTRICTED GIFTS-LIBRARY	34.86
301	CAPITAL PROJECTS FUND	3,975.28
610	SEWER OPERATING FUND	4,426.63
953	ANIMAL SHELTER *AGENCY FU	557.70
<b>GRAND TOTAL:</b>		<b>179,742.14</b>

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**CITY OF CRESTON  
MANUAL CHECKS/DEBITS - PERIOD ENDING 06/15/10**

NO DEPT ENTERED		
ELECTRONIC FEDERAL TAX	TAX DEPOSIT	14,247.01
TOTAL ADMINISTRATIVE SVC	FLEX	1,116.11
COLLECTION SERVICES		216.46
NO DEPT ENTERED	<b>TOTAL</b>	<b>\$ 15,579.58</b>
SELF FUNDING INSURANCE		
AMERICAN ADMINIS - CLAIMS (2)	INV CHECK RUN	49,013.61
SELF FUNDING INSURANCE	<b>TOTAL</b>	<b>\$ 49,013.61</b>
	<b>GRAND TOTALS</b>	<b>\$ 64,593.19</b>

FUND TRANSFERS FOR PERIOD ENDING:

06/16/10  
POSTING DATE

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

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 5,000.00	126 TIF-JAMES SBDV(25%-LMI)	001 GENERAL FUND	126 6910	5,000.00	
			126 1110		5,000.00
	FOR: LMI-SCHOLARSHIPS		001 1110	5,000.00	
	VENDOR: YMCA		001 4830		5,000.00
\$ 5,000.00	TOTAL - TRANSFERS		HASH TOTALS: \$ 10,000.00 \$ 10,000.00		

**RESOLUTION NO. 177 – 10**

**RESOLUTION TO APPROVE A THREE PERCENT (3.00%) WAGE INCREASE FOR NON-BARGAINING UNIT, FULL-TIME EMPLOYEES FOR THE FISCAL YEAR COMMENCING JULY 1, 2010:**

**WHEREAS**, the Creston City Council had previously approved a three percent base wage increase for the Police, Fire and Operating Engineers bargaining units, and;

**WHEREAS**, the Creston City Council deems it appropriate to offer a comparable base wage increase for non-bargaining unit, full-time employees, and;

**WHEREAS**, the Creston City Council previously approved the official budget for the 2010-2011 fiscal year, which included a base wage increase for all bargaining unit and non-bargaining unit employees.

**BE AND IT IS HEREBY RESOLVED** the Creston City Council approves a three percent base wage increase for all full-time, non-bargaining unit employees commencing with payroll checks received after July 1, 2010.

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

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

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

**PUBLIC HEARING**

Creston Iowa  
City Hall  
6:00 p.m.  
Tuesday, June 15, 2010

The Mayor opened the public hearing regarding the status of the Creston, Iowa's, Community Development Block Grant Project # 09-WS-013 and expenditure of funds in City Hall, Creston, Iowa on Tuesday, June 15, 2010.

\_\_\_\_\_ members from the public were in attendance. The Southern Iowa Council of Governments presented the following items to the City Council:

- \*\* 90% of the project has been completed.
- \*\* The need for the project was determined following the completion of local meetings, an engineering report, and city council meetings.
- \*\* The total CDBG contract amount is \$524,000.
- \*\* No problems have occurred to the date of this report.
- \*\* Through Tuesday, June 15, 2010, \$124,094 in Federal (CDBG) funds has been incurred and \$124,094 has been requested and received.
- \*\* No households were displaced, or relocated, to an improved dwelling unit as the result of this project.
- \*\* The city's contract with IDED expires August 31, 2010.
- \*\* One time extensions request has been submitted and no other extensions are anticipated.
- \*\* No interpreter was at the meeting and none was required

\*\*\*\*\*

There were no other comments, and the hearing was closed.

\_\_\_\_\_  
Mayor, Warren Woods  
Creston, Iowa

ATTEST:

\_\_\_\_\_  
City Administrator

## CONTRACT FOR SERVICES

This AGREEMENT made and entered into this 16th day of June, 2010 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, 2010.
- 1A. CITY OF CRESTON shall pay the CONTRACTOR the sum of Two Thousand Five Hundred Dollars (\$2,500) for the period of July 1, 2010 to June 30, 2011 for equipment upgrades.
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 hanger 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 three (3) buildings excluded are, the red storage building, the terminal 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 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 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 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, its officers, employees and agents, or of other parties who use or come upon the AIRPORT;
13. CONTRACTOR covenants and agrees to hold CITY 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 and its officers and employees as additional insured's such insurance to have limits not less than the following:
14.
  - (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:
    - (iii)

Coverages - General Liability	Minimum Limits
Bodily Injury	Each occurrence \$1,000,000 and \$2,000,000 aggregate
Personal Injury & Advertising Liability	\$1,000,000.00

Fire Legal Liability	\$100,000.00
Premises Medical Payments	\$10,000.00
Umbrella Liability Coverage	\$1,000,000

CONTRACTOR. Further agrees to file a certificate of insurance with CITY evidencing that such insurance has been furnished, and that the same will not be canceled without thirty (30) days notice to the CITY. During the term of this AGREEMENT, the CITY will annually review the insurance limits to assure the limits are in accordance with CITY policy, and reserve the right to request the FIXED BASE CONTRACTOR to increase the above insurance limits provided thirty (30) days prior notice is given by the CITY.

15. CONTRACTOR and CITY 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 so cooperate with any duly designated official, commission or committee of CITY, 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 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 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, rest room supplies, and public telephone in the terminal building.

24. CITY shall also be responsible for Unicom, Internet, and DTN services.
- 24a. CITY shall provide at no cost to West Aviation, Inc. the fuel used in the city-owned truck for snow removal.

Additional Provisions

25. CONTRACTOR shall have the option of operating as a Fixed Based Operator and use of the above facilities for that purpose;
26. 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 sale profits will be on a monthly basis.
27. 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 non-discriminatory discounts, rebates, or other similar types of price - reductions to volume purchasers;
28. 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;
29. 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 of all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the AIRPORT, If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended;
30. This AGREEMENT shall be subordinate to the provisions of any existing or future agreement between the CITY and the United States relative to the maintenance, operation, or development of the AIRPORT;
31. CONTRACTOR agrees that the CITY has the right to adopt and enforce reasonable rules and regulations applicable to the public's use of the 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, the United States Of America or any Department or Agency thereof, and the State Of Iowa;
32. The CITY reserves the right (but shall not be obligated to the CONTRACTOR) to maintain and keep in repair the landing area of the AIRPORT and all publicly-owned facilities of the AIRPORT, together with

the right to direct and control all activities of the CONTRACTOR in this regard;

33. Anything in this CONTRACT contrary, notwithstanding, neither the CITY 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.
34. 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.
35. The Contractor shall attain a Class B Operator status and meet all of the requirements by June 1, 2011. The new operator training requirements for underground storage tank systems took effect on October 14, 2009. The operator training rules can be found in 567-135.4(6), Iowa Administrative Code (IAC). The operator shall also annually train Class C Operators as necessary to respond to spills, overfills, alarms, and other emergencies related to the UST systems.

Termination:

This AGREEMENT shall terminate on June 30, 2011.

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 \_\_\_\_\_, 2010

West Aviation, Inc.

CITY OF CRESTON

X

\_\_\_\_\_  
Larry West

X

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

AIRPORT COMMISSION:

X

\_\_\_\_\_  
Kevin Glick

United States Department of Agriculture



Natural Resources Conservation Service  
904 E Taylor P.O. Box 326  
Creston, IA 50801-0326  
PH: 641-782-4218  
FAX: 641-782-5957

6 COPY

June 4, 2010

Mike Taylor  
Creston City Manager  
PO Box 449  
Creston, IA 50801

Dear Mike,

Our office has spot checked the Riparian Buffer seeding on Denny and Susan Shawler, 619 N. Vine Street, application number 106-09. This seeding was completed as planned and the bill has been received. Based on the bills for the seeding and the buffer incentive for Denny and Susan Shawler should be paid from the Hurley Creek WIRB grant:

- \$141.24 for seeding X 50% cost share = \$70.62
- 150 ft of stream bank protected X \$3.00/ ft = \$450.00
- **Total Authorized payment = \$520.62**

OK Mike Taylor

Enclosed is the original application approval. You may want to run this through a city council meeting. When the payment has been completed, fill in the highlighted warrant number and amount on the application form, have the mayor sign and date at the bottom, keep this original and return a copy to us.

If you have any questions, feel free to contact the office.

Sincerely,

Paul Goldsmith,  
District Conservationist  
Creston FO

PGG/kf

Enc.



Natural Resources Conservation Service  
904 East Taylor, P.O. Box 326  
Creston, IA 50801

**COPY**

Mike Taylor  
City of Creston  
Creston, IA 50801

Dear Mike,

Todd Jackson has completed the planned 0.6 acre rural riparian buffer, fence to exclude livestock from the stream and buffer and crossing for livestock on his project near the walking trail.

Following is a break down of his bills that are attached:

**WIRB Item #2: Riparian Buffer (Rural)**

Item	Total Cost	Cost share	WIRB Share
Seed	\$42.90	x 75%	\$32.18
Seed Labor	\$150.00	x 50%	\$75.00
Herbicide	\$52.00	x 75%	\$26.00
Fence Material and Labor	\$1,508.64	x 75%	\$1,131.48
Use Exclusion 375 linear ft x \$3.00/ft			\$1,125.00

**WIRB Item #4: Livestock Crossing**

One crossing installed at	\$1,500	x 71%	\$1,065.00
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**Total WIRB Payment \$3,454.66**

All of the items were completed as planned.

*Paul Goldsmith*  
Paul G. Goldsmith  
District Conservationist  
Creston Field Office

*OK  
m Taylor*

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

PLEASE TYPE OR PRINT:

APPLICANT (Owner of Record): First Federal Savings Bank of Creston,

STREET ADDRESS: 501 W. Taylor St., Creston, IA 50801

MAILING ADDRESS (if different): same

CITY: Creston STATE: Iowa PHONE: 641-782-8482

Name of Other Owners of Record (if any): same

LEGAL DESCRIPTION:

LOT 280 AND 281 EXCEPT THE SOUTH 3' OF LOT 281 AND THE EAST 20' OF VACATED PAGE STREET LYING ADJACENT TO LOTS 280 AND 281 EXCEPT THE SOUTH 3' THEREOF, ALL IN WEST CRESTON, SECTION 8 IN THE CITY OF CRESTON, UNION COUNTY, IOWA, SUBJECT TO AN EASEMENT TO THE STATE OF IOWA RECORDED IN BOOK 860 AT PAGE 301, IN THE RECORDS OF THE UNION COUNTY RECORDER, SUBJECT TO A SEWER SERVICE EASEMENT RECORDED IN BOOK 518 AT PAGE 200 IN THE RECORDS OF THE UNION COUNTY RECORDER, AND SUBJECT TO ANY EASEMENTS OF RECORD.

EXISTING PROPERTY USE:

Single-family Residential  Vacant

Multi-residential Commercial; Multi-family (includes duplexes)

CURRENT PROPERTY VALUE (from Assessor's Records):

Land Value: \$ 49,810.00 Building Value: \$ 450,000.00

TYPES OF QUALIFYING IMPROVEMENTS: (Check One)

New Construction on vacant land  Replacement of existing structure(s)

Additions to existing structures  Rehabilitation of existing structure(s)

BRIEF DESCRIPTION OF PROJECT:

Tore down old building and built new bank building

ESTIMATED OR ACTUAL COSTS OF IMPROVEMENTS:

Dollar Value: \$ 1,484,434.<sup>00</sup> Start Date: June 1, 2009

Estimated or Actual Completion Date: May 1, 2010  
(Circle One)

**Please Note:** No change may be made once an application is approved and an exemption is granted.

**ACKNOWLEDGEMENTS:**

1. A copy of the building permit (if required) is attached.
2. The property to which improvements are made to conform to the Creston Zoning Ordinance, and anticipated improvements conform to the Ordinance for Tax Abatement for Qualified Real Estate as adopted on March 8, 1994.
3. The Applicant certifies that all information in this application and all information provided in the support of this application is given for the purpose of obtaining an exemption from taxes on improvements and/or new construction, and is true and complete to the best of the Applicant's knowledge.

Applicant's Signature: Jay Rogers President Date: 6-3-2010

**CITY COUNCIL ACTION:**

Approved Resolution Number: \_\_\_\_\_ Date: \_\_\_\_\_

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

Reason for Disapproval: \_\_\_\_\_

**COUNTY ASSESSOR ACTION:**

Reviewed and Approved Date: \_\_\_\_\_ Initialed By: \_\_\_\_\_

Assessed Valuation of Improvements: \$ \_\_\_\_\_

Reviewed and Disapproved: Date: \_\_\_\_\_ Initialed By: \_\_\_\_\_

Reason for Disapproval: \_\_\_\_\_

**NOTIFICATION OF DETERMINATION:**

Notification of determination was forwarded to the Applicant on: \_\_\_\_\_

Notification of determination was forwarded to the City of Creston on: \_\_\_\_\_

BUILDING PERMIT UNDER ZONING ORDINANCE OF  
CITY OF CRESTON, IOWA

Permit No. B-8940

APPLICATION FOR PERMIT

Date 6-15-09

181614  
181614

The undersigned hereby makes application to erect or remodel a New bank on  
 ..... Lot ..... Block ..... Addition .....  
 No. 521 W. Taylor St. ..... Street  
 Owned by First Federal Savings Bank .....  
 Address ..... Phone .....  
 Number of rooms ..... Bedrooms ..... Toilets .....  
 Material: Exterior wall ..... Interior wall .....  
 Foundation ..... Roof ..... Floor .....  
 Sq. feet: Basement ..... 1st Floor ..... 2nd Floor ..... Garage .....  
 Valuation \$1,200,000.00 3133 ft Fee 206.70 Type of heat .....  
 Ceiling Height: Basement ..... 1st Floor 8'5.25" 2nd Floor .....  
 Dimensions of Building: Width ..... Depth ..... No. of Stories .....  
 Use District C-1 Intended Use bank Area of Lot .....

This application and any permit that may be granted in response thereto are subject to all the laws of the State of Iowa, and all ordinances of the City of Creston, Iowa, and the rules and regulations of the State and local Board of Health, that may have a bearing on the same.

Mark Jones Applicant, being fully advised, hereby certifies that he is the owner or that he is authorized and empowered to represent the owner, who makes the accompanying application; that the application, plat, plans and specifications are true, and contain a correct description of the purposed building, lot and work, and use to which building is to be placed.

Signed Mark Jones  
Applicant

Examined and approved this 23 day of June, 2009

K. K. King  
Administrative Officer

## **RESOLUTION NO. 17?? – 10**

### **RESOLUTION TO APPROVE COMMERCIAL TAX ABATEMENT:**

**WHEREAS**, Ty Rogers, President of First Federal Savings Bank of Creston, has filed an application for a commercial tax abatement on behalf of First Federal Savings Bank of Creston following the procedures and requirements set forth in the commercial tax abatement ordinance, and;

**WHEREAS**, Mr. Rogers has filed an application for commercial tax abatement that is consistent with the requirements of the commercial tax abatement ordinance, and;

**WHEREAS**, the application has been reviewed by the Creston City Council and the Public Works staff, and;

**WHEREAS**, it is apparent that the application complies with the requirements and procedures of the commercial tax abatement ordinance.

**BE AND IT IS HEREBY RESOLVED** that an application for commercial tax abatement as filed for replacement of existing structure(s) on land, to wit:

Lot 280 and 281 except the south 3' of Lot 281 and the east 20' of vacated Page Street lying adjacent to Lots 280 and 281 except the south 3' thereof, all in West Creston, Section B in the City of Creston, Union County Iowa, subject to an easement to the State of Iowa recorded in Book 860 at Page 301, in the Records of the Union County Recorder, subject to a sewer service easement recorded in Book 518 at Page 200 in the Records of the Union County Recorder, and subject to any easements of record,

shall be and is hereby approved.

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

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

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

**RESOLUTION NO. 177 – 10**

**RESOLUTION TO APPROVE THE EXPENDITURE OF FIVE THOUSAND DOLLARS (\$5,000) TO BE PAID TO THE 10,000 CRESTONIANS TO HELP DEFRAY THE COSTS OF FIREWORKS AND INSURANCE COSTS FOR THE ANNUAL CITY FIREWORKS DISPLAY:**

**WHEREAS**, Ellen Gerharz, Executive Director of the Chamber of Commerce, has approached Creston City Council for a donation of funds for the annual City fireworks display at McKinley Park, and;

**WHEREAS**, the fireworks display is an important tourism attraction, and;

**WHEREAS**, the City of Creston collects Hotel/Motel taxes to pay for tourism-related activities.

**BE AND IT IS HEREBY RESOLVED** the Creston City Council approves the expenditure of five thousand dollars (\$5,000) from the Hotel/Motel Fund to be paid to the 10,000 Crestonians for use in helping with the costs of the annual July 4<sup>th</sup> fireworks display.

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

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

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



**DTN Meteorlogix**  
**Subscription Agreement**

Meteorlogix

INTERNAL USE ONLY

Date	6/9/2010	Sub #	0520548	Sales Referral Information	
Opportunity #		Payor #		Name	
Sales Code		Industry	Aviation	Address	
Sales Agent	Justin Wigson # 1587020		Sub #		

<b>Customer Information</b> (Equipment Location: if any)		<b>Billing Address</b> (if different than Customer Information)		<b>Shipping Address</b> (if different than Customer Information)	
<b>Business Name</b>	Creston Municipal Airport	<b>PO # (if any)</b>		<b>Business Name</b>	
<b>Primary Contact</b>	Larry West	<b>Billing Contact</b>		<b>Shipping Contact</b>	
<b>Job Title</b>		<b>Job Title</b>		<b>Job Title</b>	
<b>Street Address</b>	1945 S. Cherry Street	<b>Street Address</b>		<b>Street Address</b>	
<b>City, State, zip</b>	Creston, IA 50801	<b>City, State, Zip</b>		<b>City, State, Zip</b>	
<b>Phone</b>	641-782-2383	<b>Phone</b>		<b>Phone</b>	
	Fax		Fax		Fax
<b>Email</b>	westaviation@iowatelecom.net	<b>Email</b>		<b>Email</b>	

**Special Instructions**

NOTE:

- Please send Lockdown Software
- Billing to begin on July 1, 2010

**Sales Type**

New Customer Account

Existing Customer Account

Switch - Entire Service Level

Additional Users - Online

Additional Services - Other

**Initial Contract Term**

12-months

24-months

36-months

\*Note if none selected then Initial Contract Term will default to 12-months.

**Billing Frequency**

Monthly

Quarterly

Annually

\*Note if none selected then Billing Frequency will default to monthly.

<b>DTN Service</b> (add additional pages as needed)		<b>Quantity</b>		<b>Monthly Recurring Fee</b>	
AviationSentry Online - FBO Edition with PC and Lightning		1		\$210.00	

All subscription fees exclude any applicable federal, state, or local taxes. If applicable, subscription fees will include equipment lease charges. I have read and agree to all of the terms and conditions attached to this Subscription Agreement, a copy of which have been supplied to me. I also agree that I am an authorized representative of the Customer name above. PLEASE SIGN BELOW:

<b>Customer (PRINT NAME)</b>		<b>Job Title</b>		<b>Date</b>	
<b>Customer Signature</b>					

<b>TOTAL MONTHLY RECURRING FEE</b> →		\$210.00 per month
<b>Set-Up Fee - One-Time</b> →		waived
<b>Shipping &amp; Handling - One-Time</b> →		
<b>Other Fees - One-Time</b> → (i.e. User & Environmental Fees required by State law for IL, ME, TN, WI, CA, etc. etc.)		

1. Use of DTN Service

1.1 If Customer has elected to purchase a DTN online service on the front page of this Subscription Agreement (hereinafter referred to as the "Agreement"), then DTN, Inc., doing business as DTN Meteorologic (herein referred to as "DTN") hereby grants Customer a non-exclusive, non-transferable, limited-use license to use the DTN online service, which is accessed through the Internet by an online user name and password provided to Customer, solely for Customer's internal use. Customer will adhere to the specified number of users licensed by DTN under this Agreement, as well as any other licensing restrictions provided by DTN when using the DTN online service. The DTN online service will not contain any leased equipment other than the optional video monitor and/or personal computer which may be leased by DTN to Customer.

1.2 If Customer has elected to purchase a DTN satellite service on the front page of this Agreement, which typically consists of a leased DTN receiver, satellite antenna, video monitor, and/or personal computer, then DTN hereby grants Customer a non-exclusive, non-transferable, limited-use license to use the DTN satellite service solely for Customer's internal use on a single video display. Customer will adhere to the specified number of users licensed by DTN under this Agreement, as well as any other licensing restrictions provided by DTN when using the DTN satellite service.

1.3 DTN online and DTN satellite services may be referred to separately or collectively as the "DTN Service" under this Agreement. As part of the DTN Service, DTN also hereby grants Customer a non-exclusive, non-transferable, limited internal-use license to use any other services, data, or software that may be provided by DTN under this Agreement. Except as expressly permitted under this Agreement, Customer shall not (a) reproduce, modify, reverse engineer, disassemble, decompile, create derivative works based on, or otherwise attempt to derive source code from any DTN Service, and shall not cause or permit any third party to do so; (b) delete any copyright notices and/or other legends of ownership from the DTN Service; (c) publish or distribute the DTN Service for sale or commercial use, or allow the DTN Service to be used directly by third parties; or (d) disclose to any other party any part of or any information relating to the DTN Service. Customer further warrants that it will use the DTN Service for internal use only, and shall not further redistribute, resell, or make the DTN Service available for commercial use to any other party. For software or data not manufactured or provided by DTN that is provided to Customer as part of the DTN Service, Customer shall adhere to the software and data license terms as outlined by the actual software or data provider. DTN may reasonably make changes to the DTN Service as it deems appropriate for maintenance or upgrades.

1.4 The DTN Service shall be delivered or provided to the Customer information as identified on the front page of this Agreement, unless otherwise agreed between the parties. Customer must notify DTN in advance of any change in Customer information. The DTN Service shall at all times be the sole and exclusive property of DTN. Customer shall acquire no rights or interest of any kind in the DTN Service except the right to use the DTN Service as set forth herein. Unless Customer has elected to purchase professional installation from DTN, Customer is responsible for the proper installation of the DTN Service in accordance with DTN's login instructions, user manual, or installation guide, including but not limited to the proper electrical grounding of any DTN equipment. If Customer elects to purchase professional installation from DTN, then the fees quoted on the front page of this Agreement are for standard installation only. Customer will be advised of any additional charges for remote or complex installation services before such services are provided.

2. Term/Termination

2.1 This Agreement (including any Addendum, unless specified otherwise in the Addendum) shall commence upon execution of this Agreement and continue through the Initial Contract Term set forth on the front page. The Initial Contract Term will start on the date Customer receives the DTN Service. Thereafter, this Agreement shall continue for successive one-year periods, subject to then-current DTN prices, terms and conditions, unless either party

DTN Subscription Agreement

DTN, Inc., 9110 West Dodge Road, Omaha, NE 68114

402-235-8180 FAX NUMBER

Document ID # NEO8072009

least thirty (30) days prior to the end of the Initial Contract Term or any subsequent one-year period. After the Initial Contract Term, DTN may increase the recurring fees for any billing period. New recurring fees will be effective at the beginning of the next billing period.

2.2 This Agreement may be terminated by DTN upon thirty (30) days notice if Customer fails to perform in accordance with any of the terms set forth herein.

2.3 Upon termination, Customer shall return any leased DTN equipment within thirty (30) days, in good operating condition and in proper packaging to DTN's facilities located at 11111 E. Circle, Omaha, NE 68137, and delete all DTN software from any equipment retained by Customer. Customer bears the entire risk of loss and damage to any leased equipment provided to Customer from any and every cause until such equipment is returned to DTN, ordinary wear and tear excepted, and will promptly pay any costs reasonably deemed and incurred by DTN to replace or repair such equipment. DTN recommends that Customer maintain all-risk hazard insurance for any DTN leased equipment provided hereunder and through the term of this Agreement in an amount not less than the full replacement value of such equipment.

3. Fees. All fees specified under this Agreement are payable in full no later than thirty (30) days from the date of invoice. If the price of the goods and/or services stated by DTN specifically includes state or local sales or use taxes (PST and GST taxes for Canadian customers), then DTN shall be responsible for collecting and remitting said taxes to the proper taxing authority. In all other cases, Customer agrees to be responsible for paying all taxes relating in any way to the goods and services provided hereunder. Customer must provide DTN with proper documentation of any claimed tax exemption. All invoices shall be issued in U.S. Dollars and all payments made to DTN must be made in U.S. Dollars. Customer hereby authorizes DTN to obtain a credit report about the Customer from credit agencies and other sources. Customer agrees that a monthly finance charge of up to 1.5%, but not in excess of the lawful maximum, may be charged to Customer for any past due balance under this Agreement after the payment due date. If the past due balance remains unpaid after sixty (60) days from the payment due date, DTN at its option may suspend the delivery of the DTN Service and/or accelerate and recover from Customer the total of all fees payable under this Agreement by charging Customer's credit card or by other means. Customer agrees to pay DTN the cost of collection, including reasonable attorney's fees, in collecting all past or remaining amounts due.

4. Warranty, Limited Liability, and Indemnification

4.1 NEITHER DTN NOR ANY OF ITS SUPPLIERS MAKES ANY WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESSED OR IMPLIED, WITH RESPECT TO THE DTN SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY AS TO THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE SERVICES OR DATA FOR ANY PARTICULAR USE OR PURPOSE. IN NO EVENT WILL DTN OR ANY OF ITS SUPPLIERS BE LIABLE FOR ANY LOSS, LIABILITY, DAMAGE OR EXPENSE IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF THE DTN SERVICE BY DTN OR ITS SUPPLIERS, AND IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF DTN OR ITS SUPPLIERS UNDER THIS AGREEMENT (INCLUDING ANY ADDENDA) EXCEED THE TOTAL FEES PAID BY CUSTOMER TO DTN DURING THE PRECEDING ONE MONTH PERIOD. IN NO EVENT WILL DTN, ITS SUPPLIERS, OR THEIR MEMBERS, OFFICERS, SHAREHOLDERS, DIRECTORS, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

DATA, LOSS OF PROFIT OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF DTN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER WILL INDEMNIFY AND HOLD HARMLESS DTN AND ITS SUPPLIERS FROM ANY CLAIM (NOT EXCLUDING THE RIGHT OF DTN OR ITS SUPPLIERS TO PARTICIPATE) DUE TO CUSTOMERS BREACH OF ANY PROVISION UNDER THIS AGREEMENT, OR DUE TO ANY DELAY, INACCURACIES, ERRORS, OR OMISSIONS OF SERVICE OR DATA PROVIDED BY DTN, AND SHALL PAY FOR ALL EXPENSES AND ATTORNEYS' FEES RELATING TO SUCH CLAIM.

4.2 DTN shall not be liable for any damages or penalties for delay in delivery or use of the services based on any events or conditions, including, but not limited to: (i) acts of God, civil, or military authority; (ii) actions or inactions of any governmental entity (foreign or domestic) or its agencies and departments, the National Weather Service, or the National Oceanic and Atmospheric Administration; (iii) acts of a public enemy; (iv) suspension, interruption, or unavailability of data communicated from any governmental or private source; (v) accidents, fires, explosions, earthquakes, floods, energy shortages, other elements of nature; (vi) strikes, labor disputes, shortage of suitable materials or labor, computer or communication system malfunction, transportation problems, or delay in delivery by vendors.

4.3 Customer acknowledges that any services or data provided to Customer by DTN pursuant to this Agreement are only advisory in nature. All services are in part based on data provided by third parties, including but not limited to, the National Weather Service. DTN cannot and does not warrant or assume responsibility for the accuracy of the services or data provided to Customer. It is Customer's sole responsibility to verify the correctness and accuracy of all materials, services or products furnished to Customer.

4.4 If Customer experiences any performance issues with the DTN Service then Customer must contact DTN immediately for instructions. At no time shall Customer attempt to repair or modify the DTN Service itself; if it does so it shall be responsible for the cost of repairing any damage(s) to the DTN Service. Customer acknowledges that DTN's sole obligation and Customer's exclusive remedy in the event of any material and continuing non-conformity, defect, or error in the DTN Service shall be to take reasonable corrective actions upon discovery of the problem.

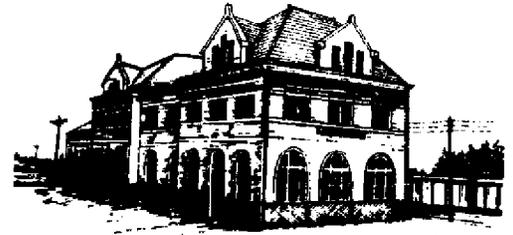
5. General Terms. This Agreement and any additional terms accepted by Customer represent the entire Agreement between DTN and Customer and cannot be changed orally, and will also supersede the terms of any purchase order provided by Customer. The parties acknowledge that Customer may acquire additional products, services, or features from DTN which may require Customer to enter into additional terms and conditions with DTN. Customer agrees to be bound to any additional terms and conditions upon acceptance of such terms. In the event that any portion of this Agreement is held to be unenforceable, then the remaining portions of this Agreement shall be interpreted to give maximum effect to the intent of the parties. Customer agrees that any action brought by Customer against DTN shall be venue only in, and governed by the substantive laws of the State of Nebraska without regard to conflict of law rules. Unless the context otherwise requires, all words under this Agreement in singular form shall be interpreted to include the plural and vice versa. All notices to be provided under this Agreement will be sent, if to Customer, to the address listed under Customer information on the front page of this Agreement, and if to DTN, to DTN's office address listed on the front page of this Agreement.

City of  
**CRESTON, IOWA**

116 W. Adams • P.O. Box 449 • Creston, Iowa 50801-0449

Phone 641-782-2000 • Fax 641-782-6377

June 15, 2010



*Creston's Restored Depot and City Hall*

Elyse Shindelar  
Neighborhood Stabilization Program  
Iowa Department of Economic Development  
200 E Grand Avenue  
Des Moines, IA 50309

Dear Ms. Shindelar:

This letter is a formal request for an amendment to Attachment A of the Neighborhood Stabilization Program contract between the City of Creston and the Iowa Department of Economic Development.

In the past months, the City of Creston has been actively obligating funds under the current activities detailed in its NSP contract. However, as the local program has evolved, the City of Creston has identified areas in which its program can be improved and activities under which the NSP funds may be used more effectively. Enclosed you will find a copy of the City of Creston's Attachment A with the requested changes noted in the color red.

Please contact me if there are any issues with this request, and thank you for your consideration.

Sincerely,

Warren Woods  
Creston Mayor

Enclosures  
Revised NSP Contract Attachment A

# IOWA NEIGHBORHOOD STABILIZATION PROGRAM DESCRIPTION & BUDGET

## ATTACHMENT A

Name of Recipient: City of Creston

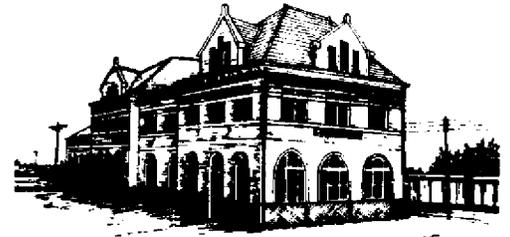
Contract Number: 09-NSP-005

DATE: April 1, 2009  
 COUNTY: Linn  
 CITY: Creston  
 PROJECT: NSP

ACTIVITY DESCRIPTION	PROGRAM PURPOSE / COMMENTS	NO. OF UNITS	AMOUNT BUDGETED		TOTAL
			FED	LOCAL	
Activity 1: 120% AMI (#6989) - Financing LMMI	Provide assistance in the form of a forgivable loan as a soft-second mortgage	1	50,000	5,000	\$50,000 \$0
50% AMI (#6989) - Financing LH-25					
Activity 2: 120% AMI (#6901) - Acquisition LMMI	Provide financing for new construction of homes through Habitat of Humanity	1	\$6,500	10,000	\$129,000
50% AMI (#6902) - Acquisition LH-25	Acquisition of foreclosed or abandoned homes to serve at or below 50% AMI households	2	61,500	7,500	\$460,000
Activity 3: 120% AMI (#6986) - Rehabilitation LMMI					
50% AMI (#6987) - Rehabilitation LH-25	Rehabilitation of foreclosed or abandoned homes to serve households at or below 50% AMI	1-2	26,500	64,000	\$71,000
Activity 4: 120% AMI (#6986) - Land Banks LMMI	Land bank foreclosed properties for future NSP eligible use				
50% AMI (#6986) - Land Banks LH-25					\$0
Activity 5: 120% AMI (#675) - Demolition LMMI	Demolition of blight properties	3	84,000	10,000	\$90,000
50% AMI (#678) - Demolition LH-25					\$69,000
Activity 6: 120% AMI (#651) - Redevelopment/New Construction LMMI	Redevelopment of multi-family housing	1	20,000	25,000	\$125,000
50% AMI (#652) - Redevelopment/New Construction LH-25					\$2,000
Activity 7: 120% AMI (#655) - Counseling LMMI	Homebuyer counseling	4			\$2,000
50% AMI (#656) - Counseling LH-25					\$2,000
<b>ADMINISTRATION (#181)</b>					
<b>TOTAL AMOUNT OF ALL FUNDS BUDGETED:</b>		<b>13</b>	<b>\$308,800</b>	<b>\$40,000</b>	<b>\$340,800</b>

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*

June 10, 2010

TO: Mayor Woods and City Council Members

RE: First National Bank request for a handicap parking space.

The First National Bank at 101 West Adams Street is requesting a handicap parking space to be placed in front of their business on Adams Street.

This parking spot would be located at the east end of parking spaces along Adams Street just west of Pine Street. They would like this space to be designated so that it would be compatible with handicap assessable vans. They are also going to place a handicap accessible ramp at the cross walk for those who use the parking space to access the sidewalk and bank.

Please contact me if you have any questions at 782-2000.

Yours truly,

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

Kevin Kruse  
Public Works Director

**RESOLUTION NO. 17? – 10**

**RESOLUTION TO APPROVE ONE DESIGNATED HANDICAP-ACCESSIBLE PARKING SPACE ON THE STREET AT 101 WEST ADAMS STREET:**

**WHEREAS**, Public Works Director Kevin Kruse reviewed a request he received from staff of the First National Bank requesting a handicap-accessible parking space be designated at the east end of parking spaces in front of their business located at 101 West Adams Street, and;

**WHEREAS**, currently there are no designated handicap-accessible parking spaces located on that block, and;

**WHEREAS**, the Creston City Council agrees there should be a handicap-accessible parking space designated in front of the First National Bank located at 101 West Adams Street.

**BE AND IT IS HEREBY RESOLVED** the Creston City Council approves the designation of one handicap-accessible parking space at the east end of parking spaces in front of the First National Bank located at 101 West Adams Street.

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

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

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

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

**REQUESTED STREET CLOSINGS FOR**  
**10,000 CRESTONIANS 4TH OF JULY CELEBRATION**

**FLEA MARKET, SUNDAY, JULY 4, 2010:**

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

**PARADE LINE UP, SUNDAY, JULY 4, 2010:**

CLOSE CHERRY FROM MONTGOMERY TO HOWARD, MILLS FROM PINE TO CEDAR FROM 10:00 A.M. UNTIL AFTER THE PARADE ABOUT 2:30 P.M. FOR THE PARADE LINE-UP.

**PARADE PERMIT FOR:**

SUNDAY, JULY 4, 2010, 1:00 P.M. START AT MILLS AND PINE, SOUTH TO MONTGOMERY, WEST TO DIVISION, SOUTH TO ADAMS, EAST TO WALNUT, NORTH TO MONTGOMERY AND EAST TO CHERRY TO DISBAND.

**CARNIVAL JULY 2 THRU JULY 5, 2010**

WE NEED STONE STREET CLOSED FROM MCKINLEY TO LAKESHORE DRIVE CLOSED FROM JULY 1<sup>ST</sup> THRU JULY 6<sup>TH</sup> FOR THE CARNIVAL

**OTHER ROAD CLOSURES AND OTHER REQUESTS:**

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

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

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

COULD WE PLEASE HAVE BARRICADES SET UP BY 6:00 A.M. THANKS FOR YOUR HELP.

10,000 CRESTONIANS  
ROGER NURNBERG  
PRESIDENT

**Lisa Williamson**

---

**From:** Paul Ver Meer [pvermeer@iowatelecom.net]  
**Sent:** Thursday, June 03, 2010 1:16 PM  
**To:** Lisa Williamson  
**Subject:** Street Closing

Lisa,

I would like to request the council allow Mulberry Street to be closed for a street party on June 26<sup>th</sup>. The party will start at approximately 5pm and go until 9pm. This is the same request that was made last year. Thank you.

Paul Ver Meer  
Chief of Police  
Creston Police Department  
302 N. Pine St.  
Creston, IA 50801  
641-782-8402

pvermeer@iowatelecom.net

**Lisa Williamson**

---

**From:** Ellen Gerharz [chamber@crestoniowachamber.com]  
**Sent:** Tuesday, June 08, 2010 8:46 AM  
**To:** Lisa Williamson  
**Cc:** Mike Taylor  
**Subject:** Additional Street Closing for the 4th of July activities

Good Morning,

I spoke with Karl Knock yesterday - to keep him in the loop - so he is aware and has no problem with the following street closing request which should be included in the other street closings that the 10,000 Crestonians requested.

July 2, 2010:

We would like Oak Street north of the alley that runs behind ISSB closed to Montgomery Street from 6 p.m. on July 2nd to 2 a.m. on July 3rd for the Oaks Brew Garden Class Reunion Street Dance.

If you have any questions, please let me know.

Thanks.

Ellen

Ellen Gerharz  
Executive Director  
Creston Chamber of Commerce  
208 West Taylor, PO Box 471  
Creston, IA 50801  
(641) 782-7021  
[chamber@crestoniowachamber.com](mailto:chamber@crestoniowachamber.com)  
[www.crestoniowachamber.com](http://www.crestoniowachamber.com)  
[www.unioncountyiowatourism.com](http://www.unioncountyiowatourism.com)

# Support & Funding Request for Creston Community Development Project

From Julie Weisshaar, Creston community member and Iowa State University (ISU) graduate student (June 2010)

**What:** Project seeking to support Creston while completing a Community Development thesis that will determine:

- 1) How Creston can **use current assets to support and energize its community capitals** (see Figure 2).
- 2) How Creston community members can **work together to meet the needs and priorities** of regional community members.

The final products resulting from the project will include findings from a regional self-assessment/opinion survey, a community assets map, and a community mission, vision and goals for official adoption by the Creston City Council. Action plans will include point people, timelines and regular progress reports to the council.

This process will not take the place of the operational goals of the council or any other community group. Rather, it will provide an important big picture for the entire community to be involved in bringing to life. It will provide a shared vision of Creston's future based on research and wide community involvement.

## Why?

- **“Begin with the end in mind.”** - *Stephen Covey*

- Creating a clear city vision and goals **based upon research and community involvement** will enable the city council to **achieve its medium range priority of comprehensive planning** (SICOG, 2010).

- **“Tell me and I’ll forget; show me and I may remember; involve me and I’ll understand.”** – *Chinese proverb*

Involving residents representative of the entire community and giving them the opportunity to provide real input creates ownership in the outcome. It also builds the capacity for goals to be accomplished.

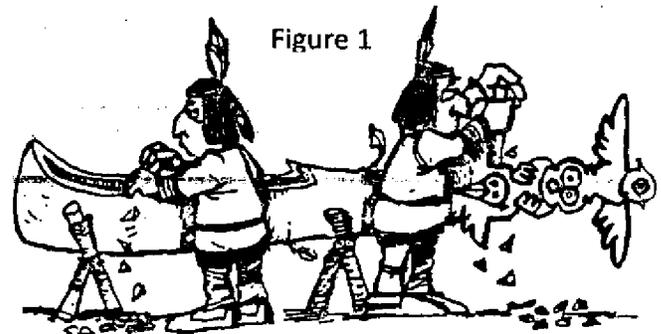
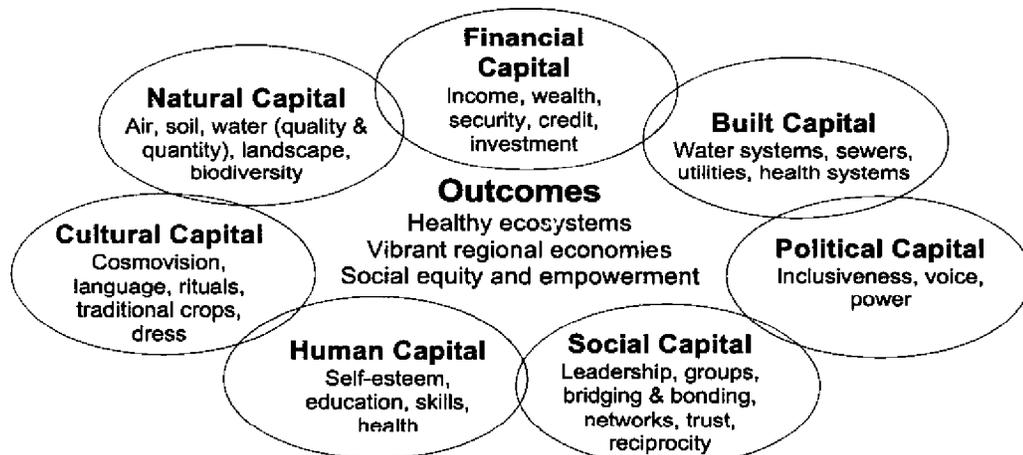


Figure 1

**Who:** The project will include input from: A) Between **40 and 60 community members** participating in asset mapping, vision creation and goal setting, and B) A representative sampling of up to **1500 regional community members/survey respondents** on a self assessment/opinion survey.

## Figure 2: Community Capitals Framework (CCF)

To be used as a guide for participant recruitment, survey questions, asset mapping, vision creation and goal setting. This same framework is the backbone of the curriculum for the High Lakes Leadership Initiative.



**Where?** The community meetings will occur in Creston.

<b>How?</b>	<b>When?</b>	<b>Cost</b>
<b>A)</b> Gather current regional economic and demographic conditions through a review of secondary sources.	June 2010	<b>\$0</b>
<b>B)</b> Create a steering committee to provide input on opinion survey questions, develop list of possible participants for asset mapping and vision/goal setting, etc.	Various times throughout project, beginning June 2010	<b>\$0</b>
<b>C)</b> Map Creston's current assets, using the Community Capitals Framework (CCF) as a guide. Identify new participants to involve in vision/goal setting session.	July 2010	<b>\$650</b>
<b>D)</b> Create a mission statement for the Creston community. <i>Meal and supplies for 30-35 participants, prep and facilitation stipend.</i>		
<b>E)</b> Iowa State University (ISU) will research Creston community needs and priorities, using the CCF as a guide, through a self-assessment/opinion survey distributed to 1500 regional community members. <i>Includes survey sampling, mailing, online creation and facilitation, follow-up postcard, 2<sup>nd</sup> mailing, telephone follow-up, data entry and analysis, summary of results, summary presentation.</i>	August 2010	<b>\$7000</b>
<b>F)</b> Create an overall vision for the Creston community.		
<b>G)</b> Set 3-7 priority community goals using the asset map created in C, results from D, and the CCF as a guide. Designate point people to guide priority goal exploration and action plans. <i>Meal and supplies for 30-35 participants, prep and facilitation stipend.</i>	September 2010	<b>\$650</b>
<b>H)</b> Present research and planning results to Creston City Council for approval and adoption.	October 2010	<b>\$0</b>
<b>I)</b> Disseminate research and planning results to region and applicable community groups.	October 2010	<b>\$200</b>
	<b>Total funding request:</b>	<b>\$8500</b>

**"I don't skate to where the puck is...  
I skate to where the puck is going to be."  
– Wayne Gretsky**

#### REFERENCES

Flora, C.B., & Flora, J.L. (2008). Rural Communities: Legacy and Change (3rd ed.). Boulder, Colorado: Westview Press.

Southern Iowa Council of Governments, Comprehensive Economic Development Strategy Annual Update for Economic Development Region 14, April 2010.