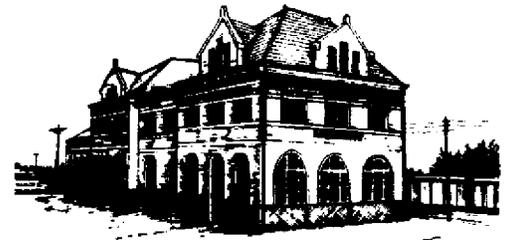


City of  
**CRESTON, IOWA**

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, Terri Koets  
**CITY CLERK:** Lisa Williamson  
**CITY ADMINISTRATOR:** Mike Taylor  
**CITY ATTORNEY:** Skip Kenyon

**Regular Meeting Agenda**  
**City Hall/Restored Depot**  
**Council Chambers**  
**Tuesday, June 21, 2011**  
**6:00 p.m.**  
**Last updated: 06/17/2011 2:05 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:** June 7, 2011 – Regular Meeting
  - b. **Claims and Fund Transfers:**
    - i. Total Claims - \$331,123.22
    - ii. Transfers - \$10,000.00
  - c. **Licenses/Permits:**
    - i. Liquor – Elm’s Club – Outdoor Service; Elks
    - ii. Amusement – The Lobby; Sidetracked Again; Panther Lanes
    - iii. Refund - Kum & Go #500 & #501 - beer/wine permit (now selling liquor)
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 Second Reading of Ordinance 11-130 – An ordinance amending provisions pertaining to Building and Property Regulations by adding Chapter 147 – Rental Housing Regulatory and Inspection Program
  2. Resolution to approve Airport FBO Contract
  3. Resolution to reappoint Gary Bucklin and Alan Shaffer to the Board of Adjustments with term expiring 07/01/14
  4. Resolution to reappoint Calvin Huffman to the Library Board with term expiring 07/01/17
  5. Discussion on Osage Street Improvement Plans in conjunction with Union County

6. Resolution to take action on Osage Street Improvement Plans in conjunction with Union County
7. Resolution to approve request of \$5,000 to Balloon Days' Committee for the Balloon Days' festivities to be paid from the Hotel/Motel Fund – Roger Lanning
8. Motion to Establish First Reading of Ordinance 12-132 – An ordinance amending provisions pertaining to Inflow and Infiltration Compliance by adding Sections 95.14 (B) – Inspection Required, 95.49 (1-7) – Certificate of Inflow and Infiltration Compliance and 96.13 (5) – Monthly Rates
9. Motion to refer alley vacation (708 E Fremont) request to Planning & Zoning
10. Motion to approve extension request for CDBG Contract 09-HSG-022
11. Motion to approve temporary street closing for Creston Bike Night at the Elm's Club on July 1<sup>st</sup> from 3 pm – 1 am – Elm Street between Adams and Montgomery Streets, the alley at Maple Street (both ways) and the alley west of Elm's Club – Gus King
12. Motion to approve temporary street closing for the 1300 block of Mulberry Street on June 25<sup>th</sup>, from 4 pm – 8 pm for a neighborhood block party – Paul Ver Meer

**8. Other**

**9. Adjournment**

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
POLICE PROTECTION	GENERAL FUND	HOLIDAY INN EXPRESS-OMAHA	2 NIGHTS/SHAWLER	176.80		
		WINDSTREAM	TELEPHONE	54.28		
		GRAPHIC DISPLAYS	VEHICLE GRAPHICS #19	500.00		
		KELLY TIRE & EXHAUST	TIRES FOR PATROL CARS/TRK	1,500.88		
		LAW ENFORCEMENT SYSTEMS INC	TRAFFIC CITATIONS	203.00		
		PETTY CASH - MAINTENANCE	#2876-MOTH BALLS	4.67		
		PETTY CASH - POLICE	#97-MEAL REIMBURSEMENT	28.00		
			#98-POSTAGE	5.59		
		POLICE LEGAL SCIENCES, INC.	PLS SUBSCRIPTION	1,200.00		
		VER MEER, PAUL	CELLPHONE REIMBURSEMENT	60.00		
			TOTAL:	3,733.22		
		DETENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR	LEC BILLING-MAY'11	3,016.42
					TOTAL:	3,016.42
		FIRE PROTECTION	GENERAL FUND	AKIN BUILDING CENTER	SUPPLIES- SKILLS TRAILER	57.64
COEN'S FURNITURE	CHAIRS & TABLE			1,279.90		
CRESTON CITY WATER WORKS	WATER-FIRE			36.74		
DANKO EMERGENCY EQUIPMENT	1-LEATHER BOOT			230.00		
	3-LEATHER BOOT			710.92		
	7-SECTIONS OF FIRE HOSE			1,935.00		
DENNY'S HYDRAULIC SHOP	NITROGEN FOR EXT.			37.50		
EQUIPMENT MANAGEMENT COMPANY	SPREADER			5,224.00		
FIRE SERVICE TRAINING BUREAU	BOOKS & VIDEOS-TRAINING			693.60		
	TESTING-HYNES, LEITH			100.00		
WINDSTREAM	TELEPHONE			227.09		
JACKSON, TODD	CELLPHONE REIMBURSEMENT			60.00		
KELTEK INCORPORATED	LOWER LEVEL LIGHTS			1,071.00		
MCI MEGA PREFERRED	LONG DISTANCE			6.98		
MUNICIPAL EMERGENCY SERVICES	COAT-PANTS-ALTERATIONS			5,666.81		
	UNIFORM PANTS			898.95		
OFFICE MACHINES	OFFICE CHAIR			269.00		
PETTY CASH - MAINTENANCE	#2875-COOLANT SEALER			9.56		
WITMER ASSOCIATES INC	HELMETS/HELMET FRONTS			173.99		
	HELMETS/HELMET FRONTS			585.90		
	TOTAL:			19,274.58		
BUILDING & HSNB SAFETY	GENERAL FUND			WINDSTREAM	TELEPHONE	56.60
		LYBARGER, GARY	CELLPHONE REIMBURSEMENT	60.00		
			TOTAL:	116.60		
ANIMAL CONTROL	GENERAL FUND	BIERLE, DOUG	CELLPHONE REIMBURSEMENT	60.00		
		FARMERS COOPERATIVE CO	FAN FOR POUND	261.50		
		HODGE, JUSTIN	CELLPHONE REIMBURSEMENT	60.00		
		LEWIS, EMILEA	SUCCESSFUL ADOPTION	20.00		
			TOTAL:	401.50		
STREET LIGHTING	GENERAL FUND	PETTY CASH - MAINTENANCE	#2871-PHOTO CELL	8.84		
			TOTAL:	8.84		
AIRPORT	GENERAL FUND	WASTE MANAGEMENT	DUMPSTER-MAY'11	61.96		
		WINDSTREAM	TELEPHONE	103.19		
		SOUTHWEST IOWA RURAL ELECTRIC	ELECTRICITY-AIRPORT	29.00		
		SENECA COMPANIES	DOWN PAYMENT-FUEL SYS	7,000.00		
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17		
			TOTAL:	6,548.32		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
SOLID WASTE CLCT/DSPSL	GENERAL FUND	WASTE MANAGEMENT	GARBAGE COLLECT-MAY'11	36,141.78		
			TOTAL:	36,141.78		
LIBRARY SERVICES	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-1001 W JEFFERSON	16.08		
		WASTE MANAGEMENT	DUMPSTER-MAY'11	40.89		
		WINDSTREAM	TELEPHONE	72.35		
		ALLIANT ENERGY-INT PWR&LGH	1001 W JEFFERSON-ELECTRIC	90.85		
		MCI MEGA PREFERRED	LONG DISTANCE	24.98		
		TOTAL:	245.15			
PARKS	GENERAL FUND	HUFF, MARK	CELLPHONE REIMBURSEMENT	60.00		
		ACCO	INSTALL FOUNTAIN LIGHTS	679.25		
		ADVANCED AG LLC	SPRAY FOR MOSQUITOS	188.00		
		AKIN BUILDING CENTER	RENTAL LAWN SWEEPER	20.46		
		CONSOLIDATED MATERIALS COMPANY	FLUSH VALVE	30.14		
		CRESTON CITY WATER WORKS	WATER-RAINBOW PRK FOUNTAIN	8.04		
			WATER-RAINBOW PARK	8.04		
		WASTE MANAGEMENT	DUMPSTER-MAY'11	115.56		
		FARM & HOME SUPPLY INC	SOAP, PAPER TOWELS, GLOVE	361.31		
		WINDSTREAM	TELEPHONE	52.26		
		INNOVA DISC GOLF	2-BASKETS	221.80		
		ECHO GROUP INC	TIMER FOR FOUNTAIN	77.69		
		JERICO SERVICES INC	DUST CONTROL	720.00		
		CHAD WILKER	TIRE REPAIRS	48.00		
		PETTY CASH - RECREATION	#1688-LAG SCREWS	0.57		
			#1690-GAS TANK REPAIR	5.88		
			#1692-NUTS & BOLTS	9.70		
			#1694-WIRE	8.98		
		SERVICE TECHS INC	RPR TRIMMER-OIL-TRMR HEAD	165.91		
			RPR TRIMMER-OIL-TRMR HEAD	11.24		
		QUALITY GLASS COMPANY	HITCH FOR TRUCK	93.31		
		SCHILDBERG CONSTRUCTION COMPANY INC	75.07 TON ROCK	810.76		
			12.58TON ROCK	135.86		
		TRUE VALUE HARDWARE & RENTAL	RECIP SAW & BLADES	438.08		
			TILLER & RECIP SAW	599.00		
		TOTAL:	4,869.84			
		RECREATION	GENERAL FUND	TAYLOR, MICHAEL	REIMBURSEMENT	179.85
				CRESTON COMMUNITY SCHOOL DIST	SUMMER OPEN GYM	1,400.00
WASTE MANAGEMENT	DUMPSTER-MAY'11			38.35		
WINDSTREAM	TELEPHONE			56.60		
OFFICE MACHINES	LEGAL PADS			13.98		
PETTY CASH - RECREATION	#1691-TBALL SHIRTS			22.00		
	#1693-LAMINATE CERTIFICATE			2.14		
RJ'S PORTABLES	3-PORTA POTTIES @ BALLFIE			225.00		
AGRILAND FS INC	1-PALLET CHALK-FIELD DRY			827.04		
TOTAL:	2,764.96					
CEMETERY	GENERAL FUND	HODGE, BRUCE	CELLPHONE REIMBURSEMENT	60.00		
		NEWTON OVERHEAD DOORS	REPLACE OPENER IN SHOP	297.29		
		BARKER IMPLEMENT & MOTOR CO INC	RPR FRONT AXLE	250.80		
			HYD CYLINDER-COVERS	337.60		
		WASTE MANAGEMENT	DUMPSTER-MAY'11	61.96		
		WINDSTREAM	TELEPHONE	54.28		
MCI MEGA PREFERRED	LONG DISTANCE	4.56				
TOTAL:	1,066.49					

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
SWIMMING POOL	GENERAL FUND	TAYLOR, MICHAEL	REIMBURSEMENT	62.50
		ACCO	CHLORINATING SOLUTION	464.30
		CENTRAL PLAINS ELECTRIC	PUMP FOR WADING POOL	522.02
		WINDSTREAM	TELEPHONE	60.27
		MUNICIPAL SUPPLY INC	FLANGE, ELBOWS, PIPE	381.75
		PETTY CASH - RECREATION	#1687-POSTAGE	2.39
			#1689-STOP VALVE	7.26
			TOTAL:	1,500.49
FINANCIAL ADMINISTRATN	GENERAL FUND	10000 CRESTONIANS	FIREWORKS CONTRIBUTION	5,000.00
		BANKERS LEASING CO	COPIER LEASE-MAINTENANCE	325.65
		CRESTON CHAMBER OF COMMERCE	4TH ANNUAL FUNDING	2,500.00
		CRESTON CITY WATER WORKS	WATER-407 S VINE ST	8.04
		WINDSTREAM	TELEPHONE	291.32
		HEARTLAND TECHNOLOGY SOLUTIONS	PROBOOK-DOCKING STATION	1,829.99
		ALLIANT ENERGY-INT PWR&LGHT	407 S VINE ST-ELECTRIC	64.92
		IOWA CITY/COUNTY MANAGEMENT ASSOCIATIO	IACMCA MEMBERSHIP	150.00
		MCI MEGA PREFERRED	LONG DISTANCE-CITY HALL	14.23
			LONG DISTANCE-FAXES	0.91
		OFFICE DEPOT	2-TONERS LISA'S	155.50
		PETTY CASH - FINANCE	#1230-RECORDING FEES	42.00
			#1231-POSTAGE	2.22
			#1232-SUPPLIES	12.73
			#1233-RECORDING FEES	14.00
		SOUTHERN PRAIRIE YMCA	SEMI-ANNUAL PMT SCHOLARSHI	5,000.00
			TOTAL:	15,411.51
SERVICES	GENERAL FUND	GUARANTY ABSTRACT CO	ABSTRACT SVCS-507 N CHERRY	115.00
			ABSTRACT SVCS-603 S WALNUT	115.00
			TOTAL:	230.00
CITY HALL	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-CITY HALL	22.39
		HEARTLAND TECHNOLOGY SOLUTIONS	WIRELESS INTERNET	1,858.42
		INNOVATIVE INDUSTRIES INC	JANITORIAL SVC-MAY'11	360.00
		OFFICE DEPOT	AIR FRESHENER	37.31
		OFFICE MACHINES	PAPER TOWELS, TP	202.05
		PETTY CASH - MAINTENANCE	#2872-ANCHOR FOR DEPOT	2.56
			TOTAL:	2,482.73
COMMUNITY CENTER MAINT	COMMUNITY CENTER	SOUTHERN PRAIRIE YMCA	SEMI-ANNUAL PMT ARTS & WEL	8,200.00
			TOTAL:	8,200.00
ROAD MAINTENANCE	ROAD USE TAX	HAYS, JOHN	CELLPHONE REIMBURSEMENT	60.00
		AKIN BUILDING CENTER	MATERIALS FOR MAINT SHOP	2,574.12
			SHINGLES-RIDGE CAP	5,040.25
		ALTEC INDUSTRIES	LABOR/MAT-BUCKET TRK	6,017.70
		ARAMARK (LAUNDRY ACCTS)	LAUNDRY SERVICE	31.65
		BAKER, MIKE	CELLPHONE REIMBURSEMENT	60.00
		BYERS, JUSTIN G	PADLOCK & KEYS-COMPOST	213.00
		CRESTON AUTO PARTS INC	HAND CLEANER	19.94
		DIAMOND VOGEL PAINTS	STREET PAINT	3,509.53
		F&M BODY SHOP INC	TOW TRUCK FROM GRIMES	263.00
		WINDSTREAM	TELEPHONE	174.50
		GRIMES ASPHALT & PAVING CORP	6.68 TON ASPHALT	855.04
			6.85 TON COLD PATCH	876.80
			7.18 TON COLD PATCH	919.04

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HEARTLAND TIRE & AUTO	MOUNT 2 NEW TIRES-TRK 48	70.00
		IOWA PRISON INDUSTRIES	ST. MARKER BLADE	21.45
		JOHNSTON, JACK	CELLPHONE REIMBURSEMENT	60.00
		KELLY TIRE & EXHAUST	2-TIRES, 11R-225	766.46
		MCI MEGA PREFERRED	LONG DISTANCE	3.48
		O'HALLORAN INTERNATIONAL INC	3-LEFT TIE; 3-RIGHT TIE	498.21
			3-LINKS	351.81
		O'RILEY, MATT	RPRS @ BLOCK BLDG	8,665.00
		PETTY CASH - MAINTENANCE	#2869-SHARPEN 2 CHAINS	15.00
			#2870-FUEL FOR SAW	8.17
			#2873-PINS FOR LOADER	1.58
			#2874-FILTER	0.66
			#2876-PACK TAPE	6.62
			#2877-POSTAGE	11.04
			#2878-PHONE FOR DESK	15.92
		AGRILAND FS INC	880 G UNL @ 3.351	2,948.89
			1086 G #2 DSL @ 3.48	3,780.37
		SCHILDBERG CONSTRUCTION COMPANY INC	21.83 T CLASS D ROCK	235.76
			29.46 T CLASS D ROCK	318.17
			7.86 T CLASS D ROCK	84.89
			90.25T CLASS D ROCK	974.70
		VANCE BROS INC	MC 3000	16,128.60
		ZIEGLER INC	WATER PUMP-HOSE-CORE	368.25
			CORE CREDIT-PUMP	147.51
			TOTAL:	55,802.08
ADMIN-STREETS(ENGINR)	ROAD USE TAX	KRUSE, KEVIN	CELLPHONE REIMBURSEMENT	60.00
		FARM & HOME PUBLISHRS LTD	1-PLAT BOOKS	39.20
		WINDSTREAM	TELEPHONE	56.60
			TOTAL:	155.80
POLICE FORFEITURE	POLICE FORFEITURE	KELTEK INCORPORATED	EQUIPMENT/INSTALL	4,195.98
			EQUIPMENT/INSTALL	5,428.86
			TOTAL:	9,624.84
MC KINLEY PARK RENOVAT	RESTRICTED GIFTS-M	IOWA DEPT OF INSPECTIONS & APPEALS	90-DAY GAMBLING LICENSE	40.00
			TOTAL:	40.00
SAFE ROOM-HSEMD	SAFE ROOM-HSEMD	CRESTON PROF FIREFIGHTERS	2-FIRE EXT. CABINETS	77.20
			TOTAL:	77.20
SANITARY SEWER/WASTWTR	SEWER OPERATING FU	BRISTOW, JIM	CELLPHONE REIMBURSEMENT	60.00
		COOK VIDEO & APPLIANCE	TV WALL BRACKET	115.95
		CRESTON CITY WATER WORKS	1/2 ONE CALLS-MAY'11	46.40
			HYD METER USE-GUMMI BEAR	20.00
		WASTE MANAGEMENT	DUMPSTER-MAY'11	75.14
		FARM & HOME PUBLISHRS LTD	1-PLAT BOOKS	39.20
		WINDSTREAM	TELEPHONE	448.49
		HACH COMPANY	PH METER	1,109.95
			ACID-SULFATE-AZIDE-SODIUM	126.75
		HEARTLAND TECHNOLOGY SOLUTIONS	COMPUTERS FOR GIS	1,771.52
		HYGIENIC LABORATORY	2-NH3'S; 1-BOD	72.00
			NH3'S; BOD'S	36.00
			2-BOD'S, NH3'S	108.00
			PLANT METALS	116.00
		JASPER ENGINEERING & EQUIPMENT	ULTRASONIC TRASDUCER	533.39

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MCI MEGA PREFERRED	LONG DISTANCE	6.46
		PETTY CASH - SANITATION	#497329-POSTAGE	2.56
			#497330-HOSE CLAMP	1.74
			#497331-BATTERY	10.49
			#497332-NUT	2.52
			#497333-SUPPLIES	15.27
			#497334-SUPPLIES	42.60
		SCHIEFFER, TERRY	REIMBURSEMENT-VALVE	250.00
		SCHNEIDER CORPORATION	DATA LAYERS-GPS UNIT	35,020.00
		UPS	POSTAGE	20.59
			POSTAGE	39.26
			TOTAL:	40,090.28

ANIMAL CONTROL	ANIMAL SHELTER *AG CRESTON VET CLINIC PC		SPAY DOG-EMILY LEWIS	132.95
			EMERGENCY MEDICAL-D BRITT	71.70
			SPAY DOG-SCOTT BRYAN	70.00
			NEUTER CAT-Z KENT	50.00
		DOWNEY, MYCALE	ARL REIMBURSEMENT	100.00
			TOTAL:	424.65

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

001	GENERAL FUND	99,812.43
006	COMMUNITY CENTER	8,200.00
110	ROAD USE TAX	55,957.88
120	POLICE FORFEITURE	9,624.84
166	RESTRICTED GIFTS-MCKNLY P	40.00
170	SAFE ROOM-HSEMD	77.20
610	SEWER OPERATING FUND	40,090.28
953	ANIMAL SHELTER *AGENCY FU	424.65
GRAND TOTAL:		214,227.28

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CITY OF CRESTON  
 MANUAL CHECKS/DEBITS – PERIOD ENDING 06/21/11

NO DEPT ENTERED			
ELECTRONIC FEDERAL TAX	TAX DEPOSIT		15,268.93
TOTAL ADMINISTRATIVE SVC	FLEX		917.29
NO DEPT ENTERED	<b>TOTAL</b>	<b>\$16,186.22</b>	
MCKINLEY PARK RESTRICTED			
BARCODE	CONCERT		600.00
STEVE PILCHEN (ROUND GUY)	CONCERT		500.00
CONCERTY SOUND/LIGHTING	RENT EQUIPMENT		5,865.00
JOHN KAWA	CASH PMT-BAND		8,750.00
MCKINLEY PARK RESTRICTED	<b>TOTAL</b>	<b>\$15,715.00</b>	
SELF FUNDING INSURANCE			
AMERICAN ADMINIS – CLAIMS (2)	INV CHECK RUN		84,994.72
SELF FUNDING INSURANCE	<b>TOTAL</b>	<b>\$84,994.72</b>	
<b>MANUAL CHECK/DEBITS TOTAL</b>		<b>\$116,895.94</b>	

FUND TRANSFERS FOR PERIOD ENDING:

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.
			001 1110	5,000.00	
	FOR: SEMI-ANNUAL PMT-SCHOLARSHIPS		001 4830		5,000.
	VENDOR: SOUTHERN PRAIRIE YMCA				
\$ 5,000.00	009 HOTEL-MOTEL TAX	001 GENERAL FUND	009 6910	5,000.00	
			009 1160		5,000.
			001 1110	5,000.00	
			001 4830		5,000.
	FOR: CONTRIBUTION FOR FIREWORKS				
	VENDOR: 10,000 CRESTONIANS				
\$ 10,000.00	TOTAL - TRANSFERS		HASH TOTALS:	\$ 20,000.00	\$ 20,000.00

## REGULAR MEETING OF THE CRESTON CITY COUNCIL JUNE 7, 2011

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: Wynn, Winborn, Shelton, Wilson, Wagner and Koets. White was absent.

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

Wilson moved seconded by Shelton to approve the consent agenda, which included approval of minutes of May 17, 2011 regular meeting, claims of \$240,917.04, liquor/beer license approval for the Park & Recreation Board and Panther Lanes; cigarette/tobacco license approval for Kum & Go #500 & #501, Walmart, Casey's #3, #2422, #2423 & #2424, Fareway, Eagles, Hy-Vee, Elm's Club, Farm & Home and Pokorny BP; amusement permits for Elks, Eagles, Twilight Zone, Elm's Club and A&G; parade permit for 10,000 Crestonians. All voted aye. White was absent. Motion declared carried.

During Public Forum, Ellen Gerharz, Executive Director of the Chamber of Commerce, discussed the article entitled One Tank Trips, featuring Creston, that was in the *Des Moines Register*. She also reported that she has sent out two hundred requests from their advertising, of which almost one hundred fifty of those are from the travel guide. Last year she sent out nearly one thousand. The Chamber has received at least twelve applications for the Paint the House Project.

Mayor Woods announced that now is the time for a Public Hearing on the matter of the revised proposal of Ordinance 11-130 – AN ORDINANCE AMENDING PROVISIONS PERTAINING TO BUILDING AND PROPERTY REGULATIONS BY ADDING CHAPTER 147 – RENTAL HOUSING REGULATORY AND INSPECTION PROGRAM. He asked if anyone wished to speak in favor of the ordinance; no one did. He asked if there was any written correspondence in favor of the ordinance; there was none. He asked if anyone wished to speak against the ordinance; no one did. He asked if there was any written correspondence against the ordinance; there was none. Mayor Woods then called the Public Hearing to a close.

Wagner moved seconded by Shelton to establish First Reading of Ordinance 11-130 – AN ORDINANCE AMENDING PROVISIONS PERTAINING TO BUILDING AND PROPERTY REGULATIONS BY ADDING CHAPTER 147 – RENTAL HOUSING REGULATORY AND INSPECTION PROGRAM. Koets, Wynn, Winborn, Shelton, Wilson and Wagner voted aye. White was absent. First Reading was established.

A resolution was offered by Wilson seconded by Wagner to approve the purchase of GIS software, hardware and associated training licenses based on the recommendation of the Finance Committee and authorize the Mayor and Clerk to execute the proper documentation. Wynn, Winborn, Shelton, Wilson, Wagner and Koets voted aye. White was absent. Resolution declared passed.

A resolution was offered by Wagner seconded by Shelton to accept offer to purchase City-owned real estate located at 407 S. Vine, with the City providing a one-year warranty home protection plan for \$425.00, subject to income verification, in conjunction with the Neighborhood Stabilization Program and authorize the Mayor and Clerk to execute the proper

proper documentation. Wilson, Wagner, Koets, Wynn, Winborn and Shelton voted aye. White was absent. Resolution declared passed.

Wagner moved seconded by Wilson to approve the new IDOT agreement for maintenance and repair of primary roads in municipalities from July 1, 2011 – June 30, 2016. All voted aye. White was absent. Motion declared carried.

Wilson moved seconded by Wagner to approve a request for temporary street closing on Montgomery Street from Oak to Division Streets on July 3, 2011 from 5:00 pm – 2:00 am, July 4, 2011 for the Elk's Annual Street Dance. All voted aye. White was absent. Motion declared carried.

Wagner moved seconded by Wilson to approve a request for temporary street closings for the 10,000 Crestonians 4<sup>th</sup> of July Celebrations. All voted aye. White was absent. Motion declared carried.

Wilson moved seconded by Shelton to approve closing eight parking spaces on Adams Street in front of Iowa State Savings Bank for the July 4<sup>th</sup> Parade from 7:30 am – approximately 2:30 pm. All voted aye. White was absent. Motion declared carried.

Wilson moved seconded by Koets to approve a request for temporary street closing on McKinley Street from Lake to Kirby Streets on June 18, 2011 from 8:00 am – 4:00 am, June 19, 2011 for the Annual Concert in the Park. All voted aye. White was absent. Motion declared carried.

Wilson moved seconded by Koets to approve a request for temporary street closings around McKinley Lake – Lake Shore Drive, Spillway Road, Stone Street and walking path-width on Adams Street – from 6:00 pm – 9 pm on Sunday, June 26, 2011, for the McKinley Park Remembrance Walk, sponsored by Mommies of Angels, a group fundraising event for the March of Dimes, March for Babies. All voted aye. White was absent. Motion declared carried.

Wilson moved seconded by Shelton to approve a request for temporary street closings (one lane only) for the Annual Walk to End Alzheimer's (formerly Memory Walk) from 8:30 am – 11:00 am on Saturday, September 10, 2011 – around McKinley Lake and the south lane of Adams Street. All voted aye. White was absent. Motion declared carried.

Wilson moved seconded by Wagner to adjourn the meeting. All voted aye. White was absent. Motion declared carried. Council adjourned at 6:27 p.m.

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Mayor

Attest:

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City Clerk

## **CONTRACT FOR SERVICES**

This AGREEMENT made and entered into this \_\_\_\_ day of June, 2011, 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, 2011;
2. The CITY OF CRESTON shall provide and maintain the existing fuel pump to the CONTRACTOR. Any change in the fuel pump systems must be mutually agreed upon by both Parties;
3. The CONTRACTOR shall arrange for the purchase of fuel for retail sale. The CITY OF CRESTON will retain ownership of the fuel;
4. CONTRACTOR shall have the option of operating as a Fixed Based Operator and use of the above facilities for that purpose;
5. CONTRACTOR shall be permitted to conduct any activity consistent with operation of a Fixed Based Operator business, and shall be allowed to retain all income generated therefrom;
6. The CITY OF CRESTON shall retain the control and revenues generated by the farm lease. The CONTRACTOR will honor said farm lease and allow Lessee's compliance to all terms and conditions of their lease. Fixed Based Operator also will allow farm tenants access to their crops and hay ground;
7. The CITY OF CRESTON shall retain hangar lease control and revenues of said lease to be kept by the CITY OF CRESTON;
8. This contract shall not be sold, sublet, or transferred to another without written approval by both Parties;

Duties:

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

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

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

City Responsibilities:

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

Additional Provisions:

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

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

35. The CONTRACTOR will provide a courtesy car and be responsible for all expenses related to the courtesy car. Proof of insurance shall be provided to the CITY.
36. ~~The CONTRACTOR shall maintain a Class B Operator status and meet all of the requirements on a yearly basis.~~ 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, 2012~~. 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, 2011

WEST AVIATION, INC.

CITY OF CRESTON

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

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

AIRPORT COMMISSION:

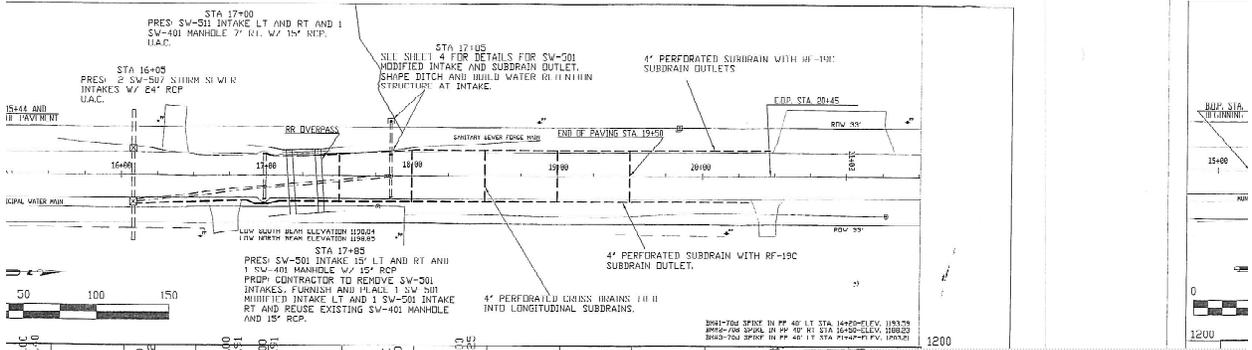
\_\_\_\_\_  
Kevin Glick, Chair

**TOTAL ESTIMATED PROJECT QUANTITIES**

ITEM	CODE NO.	ITEM	UNIT	TOTAL	COST/UNIT	TOTAL
1	2101-0850002	CLEARING AND GRUBBING	UNIT	21.90	\$40.00	\$876.00
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	526.30	\$3.65	\$1,920.98
3	2210-0475105	CHOKO STONE BASE	TON	339.97	\$18.53	\$6,299.72
4	2210-0475290	MACADAM STONE BASE	TON	687.16	\$19.35	\$13,296.55
5	2301-1033080	STANDARD OR SLIP FORM P.C.C. PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8.0 IN.	S.Y.	1378.03	\$37.69	\$51,937.87
6	2315-8275036	SURFACING, DRIVEWAY, CLASS D CRUSHED STONE	TON	45.00	\$26.20	\$1,179.00
7	2401-6745650	REMOVAL OF EXISTING STRUCTURES	LS	1.00	\$10,000.00	\$10,000.00
8	2435-0250100	INTAKE, SW-501	EACH	1.00	\$2,850.00	\$2,850.00
9	2435-0250110	INTAKE, SW-501 MODIFIED AS PER PLAN	EACH	1.00	\$10,000.00	\$10,000.00
10	2435-0800010	MANHOLE ADJUSTMENT, MINOR	EACH	2.00	\$572.91	\$1,145.82
11	2435-0800110	INTAKE ADJUSTMENT, MINOR	EACH	4.00	\$2,008.71	\$8,034.84
12	2502-8212204	SUBDRAIN, PERFORATED PLASTIC PIPE, 4 IN DIA.	LF	920.00	\$10.81	\$9,945.20
13	2502-8220183	SUBDRAIN OUTLET, RF-19C	EACH	3.00	\$172.22	\$516.66
14	2503-0114215	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 15 IN.	LF	12.00	\$50.00	\$600.00
15	2503-0200038	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN	LF	12.00	\$13.09	\$157.08
16	2510-6745650	REMOVAL OF PAVEMENT	S.Y.	1378.03	\$10.00	\$13,780.28
17	2526-8285000	CONSTRUCTION SURVEY	L.S.	1.00	\$10,000.00	\$10,000.00
18	2527-9283108	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT BASED	STA	10.02	\$13.03	\$130.56
19	2528-8445110	TRAFFIC CONTROL	LS	1.00	\$3,000.00	\$3,000.00
20	2533-4980005	MOBILIZATION	LS	1.00	\$30,000.00	\$30,000.00
21	2601-2634100	MULCHING	ACRE	0.10	\$1,100.00	\$110.00
22	2601-2636043	SEEDING AND FERTILIZING (RURAL)	ACRE	0.10	\$2,900.00	\$290.00
					\$0.00	\$0.00
						\$176,070.56

ITEM REFERENCE NOTES:





2041-700 SPICE IN PP 40' LT STA 16450-ELEV. 1183.28  
 2042-700 SPICE IN PP 40' RT STA 16450-ELEV. 1183.28  
 2043-700 SPICE IN PP 40' LT STA 17142-PP FV. 1199.21

1200

1200

POINTS OF ACCESS (RL-B)										
LOCATION/TYPE		P.C. COORDINATES								MARKING
STATION	TYPE	TYPE	X	Y	Z	LT	RT	REF. NO.	REMARKS	
16+88	LT	C	-	-	-	-	-	(REF. 44)	1085	
16+90	RT	C	-	-	-	-	-	-	1085	
16+90	RT	C	-	-	-	-	-	-	1085	

REMOVAL OF STORM SEWER PIPE			
STATION	LENGTH	SIZE	REMARKS
17+85	6	18"	SEE 11' OFFSET LEFT
17+85	6	18"	SEE 18' OFFSET RIGHT

REMOVAL OF EXISTING STRUCTURES				
DESCRIPTION	STATION	LENGTH	SIZE	REMARKS
SW 501 INTAKE	17+85	-	-	BRICK SALVAGE CURB AND GRATE CASTINGS
SW 501 INTAKE	17+85	-	-	BRICK SALVAGE CURB AND GRATE CASTING
PERF SUBDRAIN	17+85	60	6"	7 1/2' R IN CENTER OF ROADWAY TIED INTO MANHOLE

REMOVAL OF PAVEMENT			
STA. TO STA.	AREA	REMARKS	
16+44	18+40	1385.24	2" CONC PAVEMENT
TOTAL REMOVAL:		1385.24	

MANHOLE AND INTAKE ADJUSTMENT			
STA.	DEPTH	QTY	REMARKS
16+90	4.1	1	SW-807 INTAKE
16+90	RT	1	SW-502 INTAKE
17+00	LT	1	SW-911 INTAKE
17+00	RT	1	SW-511 INTAKE
17+00	RT	1	SW-511 INTAKE
17+85	C	1	SW-401 MANHOLE
TOTAL:		6.00	

TABULATION OF PAVEMENT MARKINGS									
Continuation of No. Pavement Markings (continued)									
STATION	STATION	SIDE	DASH	NO. PASS	DOUBLE	EDGE	OWALK	REMARKS	
16+44	18+40	R	2	0	0	0	0	0	17' & 8"
EDGE LINES & STOP BARS									
Length Subtotals									
X Quantity Factors									
Total Yellow Markings									
Total White Markings									
TOTAL ALL STATIONS									

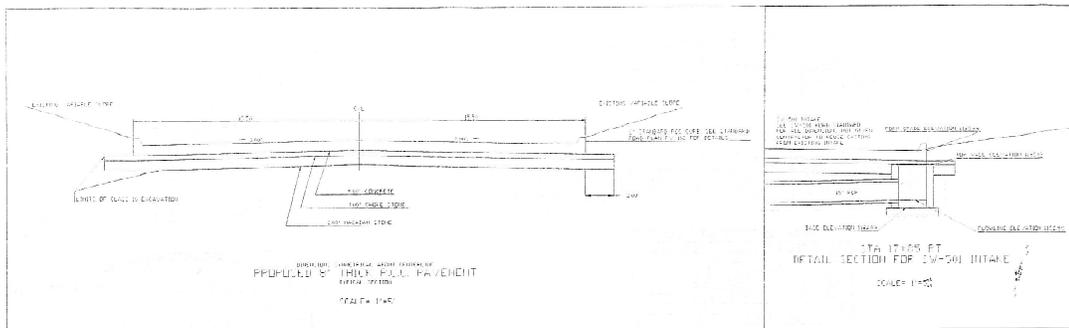
SUBDRAIN TABULATION					
STATION TO STATION	LENGTH	SIZE	OUTLET STATION	REMARKS	
16+06	20+99	4.5	RT	16+06	LONGITUDINAL
17+00	17+00	00	LT	17+00	LONGITUDINAL
17+85	20+45	200	LT	17+85	LONGITUDINAL
17+50	17+50	21	LT, RT	-	LATERAL
18+00	18+00	21	LT, RT	-	LATERAL
18+50	18+50	21	LT, RT	-	LATERAL
19+00	19+00	21	LT, RT	-	LATERAL
19+50	19+50	21	LT, RT	-	LATERAL
TOTAL LENGTH:		620	TOTAL OUTLETS: 3		

SUBDRAIN OUTLETS (RF-19C)			
STA.	DEPTH	QTY	REMARKS
16+06	RT	1	IN LINE OF EXISTING SW 507
17+00	LT	1	IN SIDE OF 3.00' (18" SW-501)
17+85	LT	1	IN BACK NEW RW-501
TOTAL QUANTITIES:		3.00	

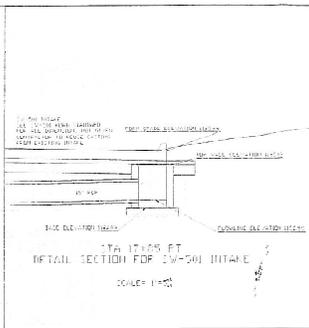
LIST OF INTAKES					LIST OF STORM SEWER PIPES										
NL	STATION	OFFSET	TYPE	FORM GRADE	BOTTOM TANK	STATION	COLLECTOR CLASS	PIPE DIA/REMARK	LENGTH	APPROX. SLOPE	SLOPE %	FLOW LINES SHEET ELEV.	PIPE PROFILE SHEET ELEV.	REMARKS	NOTES
1	17+85	15.0	RT	SW-501	1182.66	17+85	C	18.0	E.O.	0	0	VAR	1182.50	-	
1	17+85	15.0	RT	SW-501	1182.66	17+85	C	18.0	B.U.	0	0	VAR	1182.50	-	

UNION COUNTY

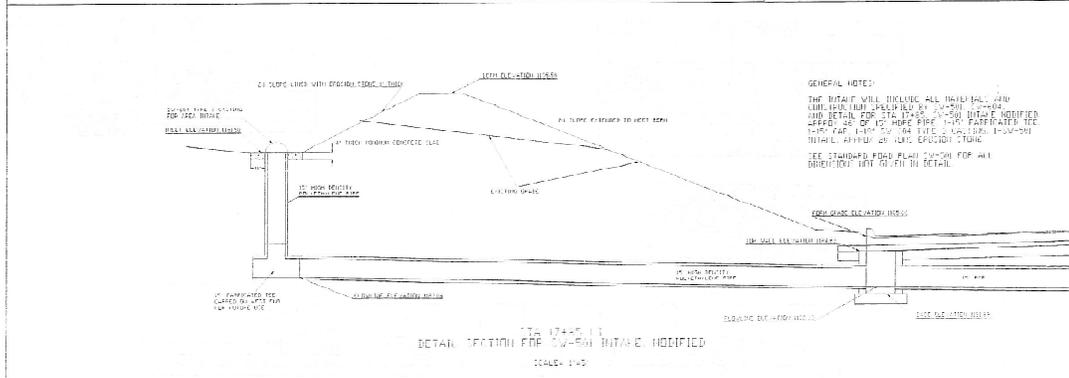
PROJECT NUMBER	STATE	FED. ROAD DIST. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
LFM-1112-7X-88	IOWA		2012	3	5



PROPOSED 30" FULL PAVEMENT  
SCALE: 1"=4'



24" INTAKE  
DETAIL SECTION FOR 24" INTAKE  
SCALE: 1"=4'

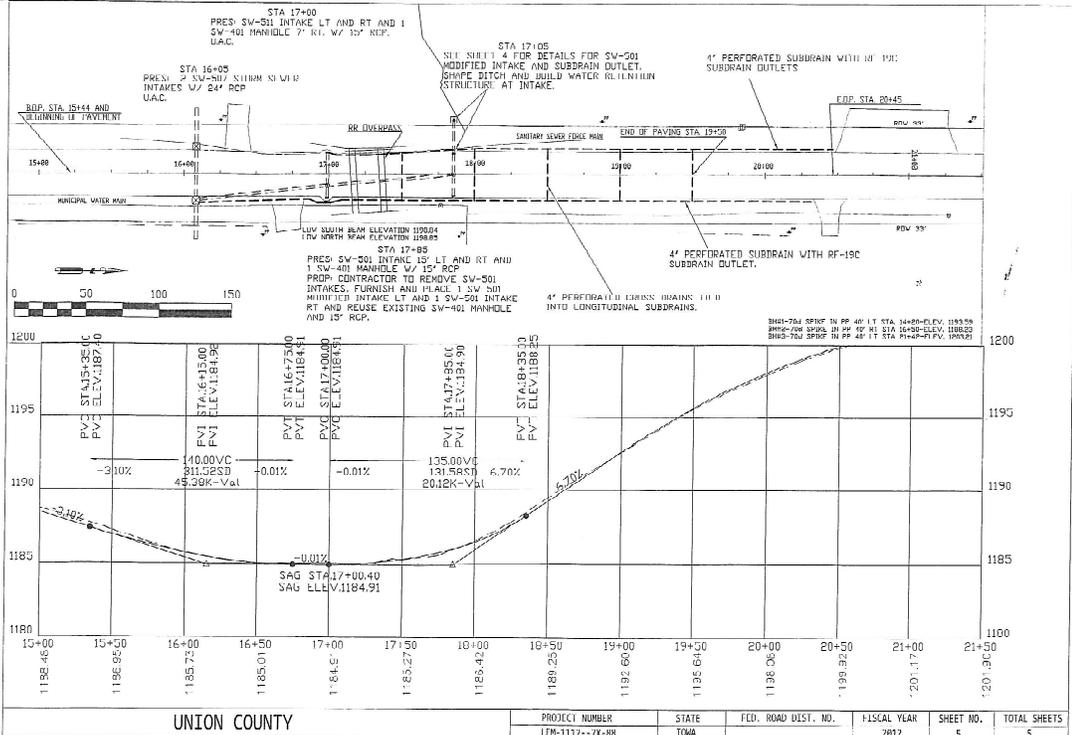


24" INTAKE  
DETAIL SECTION FOR 24" INTAKE MODIFIED  
SCALE: 1"=4'

GENERAL NOTES:  
1. THE INTAKE SHALL INCLUDE ALL THE FULL 30" FULL PAVEMENT TO THE 24" INTAKE UNLESS NOTED OTHERWISE.  
2. THE INTAKE SHALL BE 24" PIPE WITH 12" RADIUS RISE.  
3. SEE STANDARD ROAD PLAN SECTION FOR ALL DIMENSIONS AND NOTATION IN DETAIL.

UNION COUNTY

PROJECT NUMBER	STATE	FED. ROAD DIST. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
LFM-1112-7X-88	IOWA		2012	4	5





**ORDINANCE NO. 12-132**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO INFLOW AND INFILTRATION COMPLIANCE**

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

**SECTION 1. NEW SECTIONS.** The Code of Ordinances of the City of Creston, Iowa, 1996, is amended by adding new Sections in Chapters 95 and 96, numbered 95.14(B), entitled INSPECTIONS REQUIRED, 95.49, entitled CERTIFICATE OF INFLOW AND INFILTRATION (I & I) COMPLIANCE, and 96.13, entitled MONTHLY RATES, which is hereby adopted to read as follows:

**95.14 INSPECTION REQUIRED.**

- B.** Any repair or replacement of sewer service lines that requires a sewer permit an inspection is required for Inflow and Infiltration (I & I) in accordance with the City of Creston's Inflow and Infiltration Policy.

**95.49 CERTIFICATE OF INFLOW AND INFILTRATION (I & I) COMPLIANCE.**

**1. Required**

No person shall sell, advertise for sale, give or transact a change in title or property ownership of real property with one or more buildings or structures within the City of Creston, Iowa, or of any property not within the City Corporate limits that is connected to the sanitary sewer system of the City of Creston, Iowa, without first obtaining a certificate of I & I compliance from the City Public Works Office or complying with Number 5 hereof.

**2. Application and Fees**

- A.** Unless the property owner already has a certificate of I & I compliance for a property, the owner or owner's representative is required to make application for such a certificate before such property is offered for sale, gifted or transferred, and before the owner or owner's representative enters

into any contract for deed or other transaction changing the party responsible for the property. Even if the property owner already has a certificate of I & I compliance, if it is more than one year old, a sump pump inspection is required for all properties containing sump pumps.

- B. At the time of application, the applicant for either a certificate of I & I compliance or a sump pump inspection shall pay the appropriate application fee. Such fees shall be set from time to time by the City.

### **3. Inspection**

The applicant for a certificate of I & I compliance or sump pump inspection is responsible for requesting an inspection of the property after making application and payment of fees. An inspection shall be made by the City to determine whether the property use is in accordance with City sanitary sewer service regulations, as provided in Chapter 95 of this code. The entire property and all buildings on the property shall be made available for inspection.

### **4. Compliance and Expiration**

- A. Upon inspection, when the property use is in accordance with City sanitary sewer services regulations, a certificate of I & I compliance will be issued by the City.
- B. A certificate of I & I compliance is valid to be used for the transfer of property. The certificate of I & I compliance may only be used for property transfer by the owner named on the certificate or the owner's legal representative.
- C. The certificate of I & I compliance must be conspicuously displayed on the premises at all times when the property is being shown for sale and the owner is responsible for informing any potential buyers, gift recipients or other persons to whom he intends to transfer title as to his receipt of the certificate of I & I compliance.

### **5. Correction Notice**

If an inspection discloses that use of a property is not in accordance with City sanitary sewer service regulations, a corrections notice may be issued by the City permitting the transfer of property, providing:

- A. An agreement by the owner or owner's representative has been executed with the City, whereby the owner or owner's representative agrees to complete corrections to the property necessary to bring it within compliance of the City sanitary sewer service regulations, Chapter 95 of this code, within sixty (60) days of the transfer of property.
- B. A security to ensure completion of any corrections to the property must be posted with the closing agent in the form of an escrow, or with the City

when a closing agent is not involved, at the time of property transfer or closing. The security shall be in an amount at least equal to one hundred twenty-five percent (125%) of the retail value of the work necessary for compliance with this Section. The escrow must be fully maintained until a certificate of I & I compliance is issued. A correction notice shall not be issued for more than one hundred eighty (180) days following the first inspection of the property, but it may be extended for additional periods up to one hundred eighty (180) days each by the City Administrator's designee.

The owner (or transferor) and any real estate agents involved in the transaction are responsible for disclosing the correction notice to the transferee and all other persons or entities involved in the transaction. The responsibility for repairing any nonconformance with the sanitary sewer service regulations runs with the land and not only rests with the owner or transferor but is also an obligation of the transferee(s) of the property.

**6. Sanctions**

At all times during the certification process, the owner is responsible for any sanctions or surcharges under Chapter 96.

**7. Repeated Inspection**

Upon inspection, when the property use is not legal in accordance with City sanitary sewer service regulations, the owner shall be entitled to a second inspection to be scheduled within ninety (90) days of the original inspection. If, at this inspection, the City inspector determines that all violations of City sanitary sewer regulations have been corrected, the City shall immediately issue a certificate of I & I compliance.

**96.13 MONTHLY RATES.**

5. Each contributor who has a residential or commercial footing tile or sump pump connection to the City sanitary sewer system or a leaking sanitary sewer service shall pay an additional user charge of \$30.00 per month. If the property owner fails to make the necessary repairs in the time periods designated in the City of Creston's Inflow and Infiltration Policy, the fee will increase from \$30.00 to \$50.00 per month as described in the policy. By reference the City of Creston's Inflow and Infiltration Policy, as it may be amended from time to time, is hereby incorporated into this subsection and made a part of this chapter as if fully set forth herein.

**SECTION 2. SEVERABILITY CLAUSE.** If any section, provision or part of the ordinance shall be judged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 3. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the \_\_\_\_ day of \_\_\_\_\_, 2011, and approved this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
WARREN WOODS  
Mayor, City of Creston

ATTEST:

\_\_\_\_\_  
LISA WILLIAMSON  
Clerk, City of Creston

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

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

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

I certify that the foregoing was published as Ordinance No. 12-132 on the \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
LISA WILLIAMSON  
Clerk, City of Creston

# CITY OF CRESTON, IOWA

## APPLICATION TO PLANNING & ZONING COMMISSION

DATE: 6-13-11 PERMIT NO. \_\_\_\_\_

NAME: Curtis Sharp

HOME/BUSINESS ADDRESS: 407 N Maple

PROPERTY ADDRESS: 708 E Fremont

LEGAL DESCRIPTION: Lots 139-140-141 And 121 - Continuation

of McDonald's Addition to his Second Addition, And

Lots 102-103-104 McDonald's Addition to his South

Addition

FEE: (NON-REFUNDABLE) \_\_\_\_\_ PAID BY: CASH CK.

I WISH TO APPLY TO THE CITY PLANNING & ZONING COMMISSION  
TO REQUEST A HEARING FOR THE PURPOSE OF: (explain request)

Vacating a north - south alley with Lot 133 through Lot 141 on the east and Lots 121 and 122 on the west, all being located in the Continuation of McDonald's Addition to his South Addition.

And

Vacating an east - west alley with Lot 121, located in the Continuation of McDonald's Addition to his South Addition and Lots 102, 103 and 104, McDonald's Addition to his South Addition on the north, and Lot 122 located in the Continuation of McDonald's Addition to his South Addition and Lots 99, 100 and 101 located in McDonald's Addition to his South Addition on the south.

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.

The applicant, being fully advised, hereby certifies that he/she is the owner or that he is authorized and empowered to represent the owner, that the application, plat, plans and specifications are true, and contain a correct description of the building, lot and work, and use to which building is to be placed.

Date: 6-13-11

Signed: Kurt J. Sharp 641-344-5717

APPROVAL/DENIAL BY PLANNING & ZONING COMM.: \_\_\_\_\_

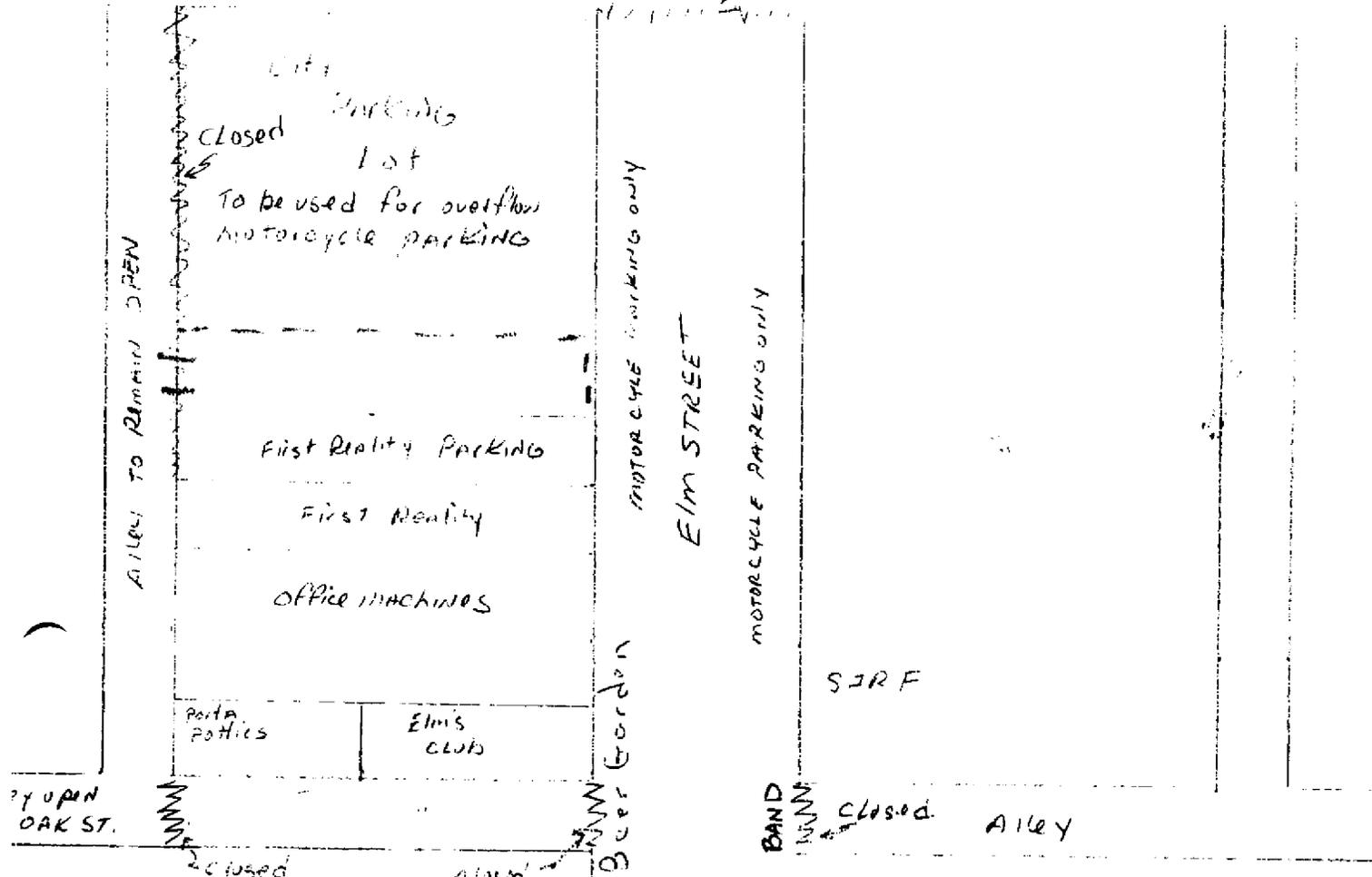
Reference Zoning Ordinance #10.1 of Creston Municipal Code  
Reference Resolution #7, dated August 20, 1985

Public Hearings held: \_\_\_\_\_

DATE: APPROVED/DENIED by City Council: \_\_\_\_\_

1100 W. 11th St  
S. D. 57101

2008



FORMER BERNING MOTOR ENGINE

Food stands  
PICNIC TABLES

MMMM = requested closures  
Elm's Club requested street, Ailey and Parking Lot closures for motorcycle rally/show  
JUNE 26, 2009

1100 W. 11th St  
S. D. 57101

2008

PARK AND RECREATION BOARD  
Meeting Minutes  
Tuesday – June 7, 2011

The Park and Recreation Board met in regular session.

Attending were:

John Kawa	Rich Paulsen
Mark Huff	Chris Lane
Gary Borcharding	Dave Lamphear
Jamie Beggs	Todd Kinkade
Jane Brown	

The Board approved the minutes of the May 31, 2011 meeting.

Motion --- Kawa

Second --- Brown

All voted Aye. Motion carried.

The Board reviewed claims/payments through June 8, 2011.

The Board approved renting a portable roof from Arch Top Rental for the June 18, 2011 concert.

Motion --- Brown

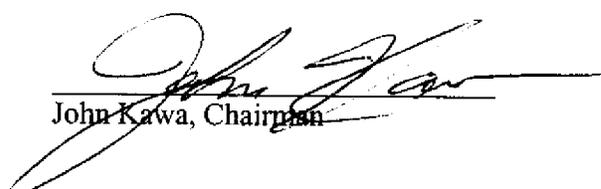
Second --- Borcharding

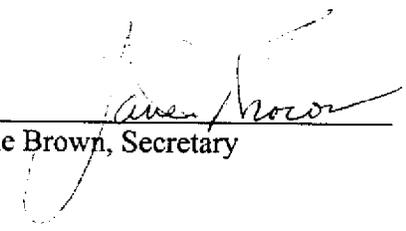
All voted Aye. Motion carried.

The Board discussed the feasibility of Rain Insurance for the concert. No action was taken on the matter at this time.

The next meeting is scheduled for Tuesday, June 14, 2011 at 5:30 pm in McKinley Park, Shelter #2.

The meeting adjourned at 6:30 pm.

  
John Kawa, Chairman

  
Jane Brown, Secretary

Park and Recreation  
Board Meeting Minutes  
Tuesday May 31, 2011

The park and recreation board met in regular session. Attending were:

John Kawa	Mark Huff
Jane Brown	Jamie Beggs
Gary Borcharding	Ginny Ward

The board approved the minutes of the May 24, 2011 meeting.

Motion—Kawa  
Second—Borcharding  
All voted aye. Motion carried

The board approved payment from the Mckinley Park Restricted Gift Fund to the following:

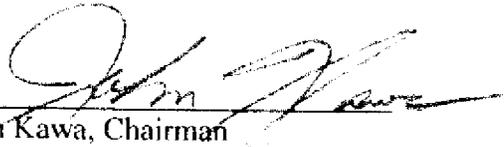
Walmart-400.00 TVs  
Built Networks-80.00 Mckinley Park Website

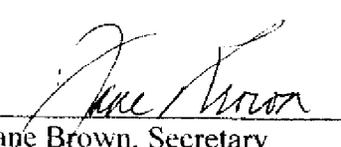
Motion—Kawa  
Second—Borcharding  
All voted aye. Motion carried

The board discussed the June 18, 2011 concert.

The next meeting is scheduled for Tuesday June 7, 2011 at 5:30 pm in Mckinley Park shelter # 2.

The meeting adjourned at 6:30 pm.

  
John Kawa, Chairman

  
Jane Brown, Secretary