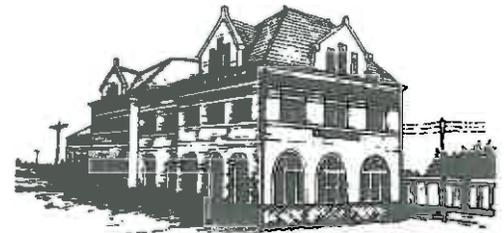


City of
CRESTON, IOWA

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



Creston's Restored Depot and City Hall

MAYOR: Warren Woods
COUNCIL: Randy White, Rich Madison, Ann Levine,
Marsha Wilson, Dave Koets, Gary Lybarger, Nancy
Loudon
CITY CLERK: Lisa Williamson
CITY ADMINISTRATOR: Mike Taylor
CITY ATTORNEY: Skip Kenyon & Marion James

Regular Meeting Agenda
City Hall/Restored Depot
Council Chambers
Tuesday, December 16, 2014
6:00 p.m.
12/12/2014 10:31 AM

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Consideration of Agenda**
5. **Consider Adoption of the Consent Agenda – NOTE: These items are routine items and will be enacted by one motion without separate discussion unless a Council member requests an item be removed for separate consideration.**
 1. **Minutes:** December 2, 2014 – Regular Meeting
 2. **Claims:** - \$164,597.28
 3. **Liquor License Renewals:** American Legion – Class LC w/Catering Privilege, Outdoor Service & Sunday Sales
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**

**Public Hearing on proposed gas and electric franchise ordinances
HAS BEEN CANCELLED**

1. **Resolution to Adopt Revenue Purpose Statement regarding the use of revenues from proposed gas and electric franchise fees pursuant to Iowa Code §364.2(4)(f)**
2. **Resolution to set Public Hearing for January 6, 2015 at 6:00 pm on the proposed gas and electric franchise ordinances**
3. **Resolution to reappoint Rick Foster to the Planning & Zoning Commission with term expiring November 13, 2019**
4. **Resolution to appoint Jason Cook to the Water Works Board of Trustees with term expiring December 31 2020**
5. **Resolution to set a Public Hearing and Bid Letting on January 20, 2015, for North Side Sanitary Sewer Rehabilitation Project**
6. **Resolution to authorize the mayor to sign contract for comedian based on recommendation of the Park & Recreation Board**
8. **Other**
9. **Adjournment**

REGULAR MEETING OF THE CRESTON CITY COUNCIL DECEMBER 2, 2014

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

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

White moved seconded by Lybarger to approve the agenda. All voted aye. Motion declared carried. Wilson and Levine were absent.

White moved seconded by Loudon to approve the consent agenda, which included approval of minutes of November 18, 2014, regular meeting; claims of \$137,388.44 and fund transfers of \$25,283.88. All voted aye. Motion declared carried. Wilson and Levine were absent.

During Public Forum, Robin Sexton, 105 S. Jarvis, spoke to Council regarding the house she lives in, as it is on Fire Chief Todd Jackson's nuisance list. She stated they have been working on the house, but knows it is still not up to Chief Jackson's standards. They didn't realize how much money it was going to cost to get the items in question repaired. They do have people that are willing to help them in the Spring.

David Vollmar of Alliant Energy gave an update of the Community Annual Partnership Assessment (CAPA) and told of things they've accomplished in the area over the past year, as well as providing funding for various projects such as Branching Out and Operation Relief. He also assists companies in utilizing less energy and becoming more efficient.

White moved seconded by Loudon to correct a motion from the November 18, 2014, Council Meeting regarding approving PSWA \$1.20 per Capita increase by deleting the verbiage "*and the City accepts the \$5 tipping fee increase to \$65 per ton.*" Motion will now read "that the City accept the \$1.20 annual per capita increase, pay the additional \$.60 per capita for the months of January – June 2015, and pay the full amount of \$6.20 beginning July 1, 2015 (FY 2016). Madison, White, Loudon and Koets voted aye. Lybarger voted nay. Wilson and Levine were absent. Motion declared carried.

A resolution was offered by Madison seconded by White to approve approve an amount not to exceed \$230,150.00 from the city's LMI Fund to the SICOG Housing Trust Fund in support of the LIHTC Application for the Seldin Housing Project (Lincoln School) and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Lybarger, Koets, Madison and White voted aye. Wilson and Levine were absent. Resolution declared passed.

Keith Sherman, Alliant Energy, spoke to Council regarding cities implementing and collecting franchise fees for electric and gas utilities.

A resolution was offered by White seconded by Loudon to set a date for a Public Hearing on December 16, 2014, at 6:00 p.m. regarding the proposed gas and electric franchise ordinances and authorize the Mayor and Clerk to execute the proper

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

Doug Daggett, attorney for property owner/seller Colleen Crispin, explained what took place once the City demolished a nuisance house and garage located at 602 N. Poplar. On behalf of the City, the court placed a lien on the property for the demolition of the house and garage. The property was then purchased by Magnolia Grove Investments, LLC, at a tax sale, but failed to serve notice to the City. The property was sold again, and is now in the process of being sold again. Through the title opinion process, the lien from the City was discovered. To clean up the property title, Mr. Daggett is asking the City to approve release of the lien and waive any interest in the defective tax sale. He is also willing to prepare the Quit Claim Deed and Waiver of Judgment at no expense to the City.

A resolution was offered by White seconded by Loudon to release a lien for demolition removal on property located at 602 N. Poplar and execute a Quit Claim Deed to waive any interest in the defective tax sale and authorize the Mayor and Clerk to execute the proper documentation. Lybarger, Koets, Madison, White and Loudon voted aye. Wilson and Levine were absent. Resolution declared passed.

Fire Chief Jackson gave Council an update of the nuisance property located at 907 W. Adams. He said there are a few holes in the process of pursuing any legal action at this time. In the timeframe given by Council, the owner was able to get the purchase contract recorded, therefore, it is no longer considered a rental property and we no longer have any ground to do much with it.

Fire Chief Jackson also gave Council an update of the nuisance property located at 105 S. Jarvis. This is a complicated situation – the original nuisance was filed with Tonia Montoya. She was purchasing the house from her brother-in-law, Brian Seales, and the property is listed in his name only. Unfortunately, Chief Jackson has not been able to locate him and Ms. Montoya is unwilling to give that information to the Chief. Since the original nuisance filing, Ms. Montoya, who doesn't have legal rights to this property, has sold the property on contract to Robin Sexton and Jeff Sterling. They were unaware of any nuisance until after they had paid Ms. Montoya a down-payment and signed the contract. Ms. Sexton met with Council to say that she and Mr. Sterling were doing the repairs themselves and with the help of friends. Council gave them until November 18, 2014, to have some of the major repairs completed. Chief Jackson has inspected the inside and it is not bad. It is the outside that has issues. He does note that they have done some painting and the yard has been cleaned up some. Both front and back porches are still in bad shape. Ms. Sexton let Council know that they do have the help of friends lined up to work on getting the porches repaired when spring gets here. It is Chief Jackson's recommendation to move forward with the nuisance. No action was taken by Council.

Mayor Woods announced the Levine Benefit being held at the ball game tonight at the Creston High School to help with medical expenses for Kirk Levine and encouraged all that could to attend.

White moved seconded by Madison to adjourn the meeting. All voted aye. Council adjourned at 6:45 p.m.

Mayor

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
POLICE PROTECTION	GENERAL FUND	ALAMAR UNIFORMS	SWEATER, PATCHS-HTON	88.89		
		CRESTON PUBLISHING CO	5DAY DISPATCH AD	94.50		
		EMBLEM ENTERPRISES INC	UNIFORM PATCHES	336.63		
		HEARTLAND TIRE & AUTO	SNOW MOUNT & BAL #15	63.56		
			MOUNT & BAL #19	31.78		
		LAW ENFORCEMENT SYSTEMS INC	PARKING CITATIONS	1,184.00		
		MERRITT, JAYRD	REIMBURSE MEALS & FUEL-K9	66.60		
		CRESTON MOTOR SUPPLY INC	SEAT CLEANER	4.98		
		SIMMONS GUN SPECIALTIES INC	AMMUNITION	1,364.25		
		SUPREME CLEANERS	UNIFORM CLEANING	51.00		
		VER MEER, PAUL	QTR CELLPHONE REIMBURSEMEN	60.00		
			TOTAL:	3,346.19		
		DETENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR	LEC BILLING-NOV'14	21,256.02
					TOTAL:	21,256.02
FIRE PROTECTION	GENERAL FUND	EAGLE ENGRAVING	YR OF SVC AWARD	232.15		
			YR OF SVC AWARD	102.90		
		ED M FELD EQUIP CO INC	RESCUE TOOLS	220.08		
		EMERGENCY SERVICES MARKETING CORP.	I AM RESPONDING SUBSCRIPT	300.00		
		FARM & HOME SUPPLY INC	DEF FLUID R-3	11.99		
		ALLIANT ENERGY-INT PWR&LGHT	GAS	49.04		
			ELECTRIC	485.04		
		JACKSON, TODD	QTR CELLPHONE REIMBURSEMEN	60.00		
		MCI	LONG DISTANCE	4.30		
		MIDWEST BREATHING AIR SYSTEMS	MAINT ON SCBA EQUIP	582.96		
		PETTY CASH - FIRE	WALMART-SUPPLIES	20.92		
			FARM & HOME-LIGHT BULBS	5.82		
			FARM & HOME-BUCKETS	21.78		
			TRUE VALUE-TAPE	6.98		
			TOTAL:	2,103.96		
		BUILDNG & HSNG SAFETY	GENERAL FUND	CHAT MOBILITY	WIFI HOT SPOT-NOV'14	22.66
BRUCE, MIKE	QTR CELLPHONE REIMBURSEMEN			60.00		
	TOTAL:			82.66		
ANIMAL CONTROL	GENERAL FUND	GATZEMEIER, LINDA	SUCCESSFUL ADOPTION	20.00		
		BIERLE, DOUG	QTR CELLPHONE REIMBURSEMEN	60.00		
		ELECTRONIC ENGINEERING CO	CHARGER	67.95		
		HI CREST INC	EXHAUST PIPE	70.00		
		ALLIANT ENERGY-INT PWR&LGHT	GAS	39.84		
			ELECTRIC	43.45		
		KRALIK, JANELLE	SUCCESSFUL ADOPTION	20.00		
		PETTY CASH - MAINTENANCE	EMC-PIPE FITTINGS	9.85		
			TOTAL:	331.09		
STREET LIGHTING	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	300 W ADAMS LOT ELEC	23.26		
			ELECTRIC	8,186.65		
			TOTAL:	8,209.91		
TRAFFIC SAFETY	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	1,138.07		
			TOTAL:	1,138.07		
WII	GENERAL FUND	CLAPSADDLE-GARBER ASSOCIATES INC	LAYOUT PLAN UPDATE	2,755.00		
		WASTE MANAGEMENT	DUMPSTER-NOV'14	61.96		
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	389.38		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SOUTHWEST IOWA RURAL ELECTRIC	ELECTRIC-AIRPORT	30.00
		TREASURER, STATE OF IOWA	TANK FEE 2015	40.00
		WEST AVIATION INC	FUEL PROFIT-NOV'14	942.21
			PER FBO CONTRACT	<u>1,354.17</u>
			TOTAL:	5,572.72
SOLID WASTE CLCT/DSPSL GENERAL FUND		WASTE MANAGEMENT	GARBAGE COLLECTION-NOV'14	38,416.54
		PRAIRIE SOLID WASTE AGENCY	PER CAPITA ASSESSMENT	<u>9,792.50</u>
			TOTAL:	48,209.04
LIBRARY SERVICES	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-LIBRARY	11.02
		WASTE MANAGEMENT	DUMPSTER-NOV'14	40.89
		ALLIANT ENERGY-INT PWR&LGHT	GAS	36.69
			ELECTRIC	430.05
			1001 W JEFFERSON-ELEC & GA	971.05
		MCI	LONG DISTANCE	<u>14.63</u>
			TOTAL:	1,504.33
PARKS	GENERAL FUND	HUFF, MARK	QTR CELLPHONE REIMBURSEMEN	60.00
		AGRIVISION	1/2 SERVICE SKID LOADER	378.21
			SHUT OFF GAS VALVE	12.43
		CRESTON CITY WATER WORKS	WATER-MCKINLEY PARK	335.59
			WATER-HISTORICAL COMPLEX	9.07
		WASTE MANAGEMENT	DUMPSTER-NOV'14	38.52
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	983.13
		ECHO GROUP INC	SENSOR,LED LIGHT,12/2 WIR	309.75
		PETTY CASH - MAINTENANCE	FARM & HOME-CUP HOOKS	4.11
		PRAIRIE SOLID WASTE AGENCY	MUNICPAL SOLID WASTE	<u>74.40</u>
			TOTAL:	2,205.21
RECREATION	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	<u>173.03</u>
			TOTAL:	173.03
CEMETERY	GENERAL FUND	HODGE, BRUCE	QTR CELLPHONE REIMBURSEMEN	60.00
		AGRIVISION	SCV CONTROL HNDL, MISC	34.80
		WASTE MANAGEMENT	DUMPSTER-NOV'14	61.96
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	159.41
		MCI	LONG DISTANCE	1.24
		AGRILAND FS INC	100G #1DSL, 100G #2 DSL	<u>887.75</u>
			TOTAL:	1,205.16
SWIMMING POOL	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	<u>212.72</u>
			TOTAL:	212.72
FINANCIAL ADMINISTRATN	GENERAL FUND	TAYLOR, MICHAEL	MILEAGE REIMBURSEMENT	89.04
			MILEAGE REIMBURSEMENT	71.12
		INFO DOG SECURITY, LLC	SHRED SVC - NOV'14	30.00
		INDEPENDENT PUBLIC ADVISORS, LLC	QTR RETAINER SVC	2,000.00
		ADVANCED ENVIRONMENTAL TESTING & ABATE	ASBESTOS REM 302 S BIRCH	2,536.00
		BANKERS LEASING CO	COPIER LEASE-MAINTENANCE	226.67
		CRESTON CHAMBER OF COMMERCE	MEMBERSHIP DUES 2015	226.00
		CRESTON CITY WATER WORKS	WATER-1707 W ADAMS	12.64
		CRESTON PUBLISHING CO	LEGAL ADS, NOTICES -NOV'14	285.00
		FARM & HOME SUPPLY INC	BENTONITE CHIPS	71.70
		ALLIANT ENERGY-INT PWR&LGHT	1707 W ADAMS ELEC & GAS	123.92
		IOWA OFFICE INTERIORS	1099 FORMS AND ENVELOPES	84.83

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MCI	LONG DISTANCE	41.29
		PETZNIK'S PRINTING CO	LETTERHEAD,	98.50
			TOTAL:	5,896.71
LEGAL SERVICES	GENERAL FUND	AHLERS & COONEY, P.C.	PROF SVCS-SONNTAG DEV	5,197.50
		LYNCH DALLAS, PC	PROF SERVICES JULY-DEC'14	4,150.08
		KENYON & NIELSEN PC-ATTYS AT LAW	LEGAL SVCS-NOV'14	440.00
			TOTAL:	9,787.58
CITY HALL	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	GAS	721.45
			ELECTRIC	590.48
		INNOVATIVE INDUSTRIES INC	JANITORIAL SVC-NOV'14	400.00
		K & J HARDWARE INC	FAUCET-DWNST WMN	49.99
			TOTAL:	1,761.92
COMMUNITY CENTER MAINT	COMMUNITY CENTER	ACADEMY ROOFING & SHEET METAL CO	ROOF REPAIRS -YMCA	633.50
			TOTAL:	633.50
ROAD MAINTENANCE	ROAD USE TAX	HAYS, JOHN	QTR CELLPHONE REIMBURSEMEN	60.00
		ARAMARK UNIFORM & CAREER APPAREL GROUP	LAUNDRY SERVICE	28.50
			LAUNDRY SERVICE	25.76
		BAKER, MIKE	QTR CELLPHONE REIMBURSEMEN	60.00
		ARNOLD MOTOR SUPPLY, LLP	AIR FILTERS	156.15
		CRESTON CITY WATER WORKS	WATER-CITY SHOP	69.78
			WATER-CITY BARN	9.07
		FARM & HOME SUPPLY INC	PIG TAILS,BASE,PLATE	36.43
			2 BOXES FUSES-XMAS LIGHTS	16.98
		FASTENAL	BULK NUTS & BOLTS	61.17
		HEARTLAND TIRE & AUTO	TIRE REPAIR CRACK MACHINE	23.83
		ALLIANT ENERGY-INT PWR&LGHT	GAS	43.22
			ELECTRIC	256.39
		ECHO GROUP INC	SHOP LIGHT	124.55
			BOX FLOURESCENT LIGHTS	58.51
		IOWA PRISON INDUSTRIES	WEIGHT LIMIT SIGN	17.00
		JOHNSTON, JACK	QTR CELLPHONE REIMBURSEMEN	60.00
		MCI	LONG DISTANCE	1.14
		STIVERS FORD	COOLENT TANK	139.00
		PETTY CASH - MAINTENANCE	TRUE VALUE-FOAM	1.59
			TRUE VALUE-LP GAS	17.11
			TRUE VALUE- SHOVEL HANDLE	18.18
			FARM & HOME-SPADE HANDLE	12.10
			AKIN - NAILS	2.49
			POKORNY - CHAIN SAW GAS	7.50
			FARM & HOME-SILICONE, RIVE	10.04
		AGRILAND FS INC	#1 DIESEL 550GAL	1,953.05
			1900G WINTER BLEND	6,476.90
			TOTAL:	9,746.44
SNOW AND ICE CONTROL	ROAD USE TAX	HALLETT MATERIALS	153.65T ICE CONTROL SAND	1,290.66
			7.19T ICE CONTROL SAND	60.40
			TOTAL:	1,351.06
ADMIN-STREETS(ENGINR)	ROAD USE TAX	KRUSE, KEVIN	QTR CELLPHONE REIMBURSEMEN	60.00
			TOTAL:	60.00
SELF FUNDING INSURANCE PAYROLL TAX BENEFIT	LAMAIR-MULOCK-CONDON CO.		EMPLOYEE BENEFITS SVC FEE	5,000.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	5,000.00
MC	RY PARK RENOVAT RESTRICTED GIFTS-M	SNIPP, PATRICIA	COMEDIAN DEPOSIT	150.00
		SNYDER & ASSOCIATES, INC.	HURLEY CREEK ENG SVC	8,566.95
			TOTAL:	8,716.95
SANITARY SEWER/WASTWTR	SEWER OPERATING FU	PHIPPS & BIRD, INC.	INCUMATE REPAIR	85.49
		QTECH AUTOMATION, INC	PINCH VALVE REPAIR	3,652.00
		STALKER LC	I&I REIMBURSEMENT	420.00
		BRISTOW, JIM	QTR CELLPHONE REIMBURSEMEN	60.00
		AGRIVISION	1/2 SKIDLOADER SERVICE	378.20
		CRESTON CITY WATER WORKS	WATER-WWTP	273.90
			1/2 ONE CALL LOCATES-NOV'1	23.40
		WASTE MANAGEMENT	DUMPSTER-NOV'14	75.14
		ELECTRICAL MATERIALS CO	140' 6"SDR 35 PIPE	339.50
			2 SDR 35 ELBOWS-SEWER RPR	20.34
		ENVIRONMENTAL RESOURCE ASSOCIATES	QUARTERLY AUDITS	278.81
		FARM & HOME SUPPLY INC	MOTOR OIL - BOILER	5.20
		HACH COMPANY	2895405 COD BUCKET	256.00
			TNT844 PHOSPHORUS	51.25
			TNT845 PHOSPHORUS	51.25
			FRT	30.89
		HAWKINS INC.	POLYMER MIXER	1,015.00
		HYGIENIC LABORATORY-AR	NH3'S	38.00
			NH3I	38.00
			CHLORIDE	19.00
			CHLORIDE	19.00
			2 NH3'S	38.00
			2 BOD'S	73.00
			1 N&P	76.00
			2 HN3'S	38.00
			PLANT METALS	118.50
		ALLIANT ENERGY-INT PWR&LGHT	GAS	925.60
			ELECTRIC	4,658.57
		JETCO INC	INTERFACE CHERRY LIFT ST	2,250.00
		MCI	LONG DISTANCE	1.34
		CRESTON MOTOR SUPPLY INC	AIR FILTER,S BELT	33.37
			RODENT REPELANT	42.57
		NORTH CENTRAL LABORATORIES	DN300 GLASS CLNR	21.00
			HL170 WARNING LABL	22.00
			RL150 WARNING LBL	35.70
			RL100 WARNING LBL	9.00
			HC100 HAZARD ID CHRT	32.40
			R803 THERMOMETERS	85.00
			FRT	8.77
		OFFICE DEPOT	VIDEO CABLE	68.24
		PETTY CASH - MAINTENANCE	FARM & HOME-SLEDGE HAMMER	9.49
		PETTY CASH - SANITATION	RAIDO SHACK-VIDEO CABLE	9.99
			WALMART-SUPPLIES	13.15
		STEWART, LORES	I&I REIMBURSEMENT	500.00
		UPS	POSTAGE	29.64
			POSTAGE	25.11
			POSTAGE	47.33
		WOLFE, JASON	QTR CELLPHONE REIMBURSEMEN	60.00
			TOTAL:	16,362.14

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
ANIMAL CONTROL	ANIMAL SHELTER	*AG CRESTON PUBLISHING CO	CARE ADS - NOV'14	3.75
			CARE AD'S-NOV'14	3.75
			CORR CARE ADS	3.75-
		CRESTON VET CLINIC PC	CREDIT DISCOUNT-NOV'14	50.84-
			EMGCY MED-SEXTON DOG	100.00
		SOUTHERN HILLS VET SVC INC	RECK TREAT POUND CAT	50.50
			TOTAL:	103.41

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

001	GENERAL FUND	112,996.32
006	COMMUNITY CENTER	633.50
110	ROAD USE TAX	11,157.50
112	PAYROLL TAX BENEFIT	5,000.00
166	RESTRICTED GIFTS-MCKNLY P	8,716.95
610	SEWER OPERATING FUND	16,362.14
953	ANIMAL SHELTER *AGENCY FU	103.41

	GRAND TOTAL:	154,969.82

CITY OF CRESTON
MANUAL CHECKS/DEBITS - PERIOD ENDING 12/16/14

SELF FUNDING INSURANCE

TRISTAR BENEFIT	INV CHECK RUN	261.00
TRISTAR BENEFIT	INV CHECK RUN	9,206.96
KABEL	FLEX	95.00

SELF FUNDING INSURANCE

TOTAL	9,562.96
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FINANCE DEPARTMENT

UNION CO RECORDER	RECORDING FEES	64.50
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FINANCE DEPARTMENT

TOTAL	64.50
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MANUAL CHECKS/DEBITS TOTAL

<u>9,627.46</u>

NOTICE OF HEARING AND LETTING

NOTICE OF PUBLIC HEARING ON PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF THE NORTH SIDE SANITARY SEWER REHABILITATION FOR THE CITY OF CRESTON, IOWA, AND THE TAKING OF BIDS THEREFOR

Sealed proposals will be received by the City Clerk of the City of Creston, Iowa, in the Council Chambers at the City Hall, 116 West Adams, Creston, Iowa until 2:00 P.M. on the 15th day of January, 2015, for the construction of North Side Sanitary Sewer Rehabilitation, as described in the plans and specifications therefor, now on file in the office of the City Clerk. Proposals will be opened and the amount of the bids announced in said Council Chambers at the time and date specified above.

At 6:00 P.M. on the 20th day of January, 2015, the City Council of said City will, in said Council Chambers, hold a hearing and said Council proposes to adopt plans, specifications, form of contract and estimate of cost and, at the time, date and place specified above, or at such time, date and place as then may be fixed, to act upon proposals and enter into a contract for the construction of said improvements.

At said hearing, the City Council will consider the proposed plans and specifications and proposed form of contract for the project, the same now being on file in the office of the City Administrator, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any objections to said plans, specifications, estimate of cost and form of contract made by any interested party.

The work to be done is as follows:

North Side Sanitary Sewer Rehabilitation

Construct North Side Area Sanitary Sewer Rehabilitation including all labor, materials and equipment necessary for approximately 4,545 linear feet of 12-inch to 21-inch diameter cured in place pipe lined sanitary sewer, sewer main point repairs, manhole lining, grouting, rehabilitation and replacement, earthwork, surface restoration and miscellaneous associated work, including televising, cleaning, testing and cleanup.

NHL-1

25154

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the City Clerk of Creston, Iowa, and by this reference made a part hereof as though fully set out and incorporated herein.

All proposals in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for receiving bids. All proposals shall be made on official bidding blanks furnished by the City, and any alterations in the official form of proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied in a sealed envelope by either (1) a certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to five percent (5%) of the bid, or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of five percent (5%) of the bid.

The bid security should be made payable to THE CITY OF CRESTON, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within ten (10) days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidders shall use the bid bond form bound in the specifications.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Statutes. The Iowa Reciprocal Act (SF 2160) applies to the contract with respect to bidders who are not Iowa residents.

The Council reserves the right to reject any or all bids and to waive informalities or technicalities in any bid which it deems to be in the best interest of the City.

The Council reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of hearing and letting.

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The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period of two (2) years after its completion and acceptance by the City Council.

Work on the project shall commence within ten (10) days of written Notice to Proceed and shall be completed by June 30, 2015.

Payment to the Contractor for said construction will be made in cash derived from the proceeds of the issuance and sale of such bonds and/or from such cash funds of the City as may be legally used for said purposes. Any combination of the above methods of payment may be used at the discretion of the City Council.

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-five percent (95%) of the contract value of the work completed and payments made to material suppliers for materials ordered specifically for the project or delivered to the site during the preceding calendar month. Estimates will be prepared on the last day of each month by the Contractor, subject to the approval of the Engineer, who will certify to the City for payment each approved estimate on or before the tenth (10th) day of the following month. Such monthly payments shall in no way be construed as an act of acceptance for an part of the work partially or totally completed. Upon completion of the work and its acceptance by the City Council, the Contractor will be paid an amount which, together with previous payments, will equal ninety-five percent (95%) of the contract price of the contract. Final payment of the remaining amount due will be made not less than thirty-one (31) days after completion and acceptance by resolution of the City Council of the completed contract, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa. No such partial or final payments will be due until the Contractor has certified to the City that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

A sales tax exemption certificate will be available for all materials purchased for

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incorporation in the project.

Liquidated damages in the amount of Two Hundred Dollars (\$200.00) per calendar day will be assessed for each day the work shall remain uncompleted after the contract period with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

Plans and specifications governing the construction of the proposed improvements, and also the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference and the proposed contract shall be executed in compliance therewith.

Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Copies may be obtained from Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, Iowa 50266.

This notice is given by order of the Council of the City of Creston, Iowa.

CITY OF CRESTON, IOWA

Warren Woods, Mayor

ATTEST:

Lisa Williamson, City Clerk

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PERFORMER SERVICE CONTRACT

This is a contract by and between Workhouse Entertainment, hereafter referred to as "Performers" and City of Creston, hereafter referred to as "Purchaser", entered into by the parties for the procurement of Performer's services in booking:

Improv Troupe Stand-Up Comedy Mystery Theater Game Show

The parties agree to the following terms:

Performance Site: Eagles Lodge

Address: 300 E Montgomery Street, Creston, IA

Date and Time of Performance: March 7, 2015 at 7:30

Length of Performance: 2 hours

Performance Fee: \$1000

Amount of Deposit: \$150

Travel Distance: 200 miles round Travel Fee: Waived

Hotel Room(s) Needed? Yes No

Total Due Date of Performance: \$850

Contact Person: John Kawa

Additional Terms:

It is further agreed by the parties that:

- A. The Performers agree to discharge the obligations under this contract to the best of their abilities, under the circumstances, and acknowledges that they are an independent contractor under all applicable state and federal laws. Purchaser agrees to submit any questions, concerns, or disputes they may have in writing to the Performer.
- B. The Purchaser agrees that in no event shall the Performers be held liable under this agreement for amounts exceeding the fees paid by the Purchaser to the Performers.
- C. The Performers shall be relieved of any and all liability or obligation to perform in the event that the performance of any of their duties is hindered or prevented by sickness, inability to perform, accidents, Acts of God, riots, strikes, epidemics, an act or order of public authority or any other cause similar or dissimilar beyond the Performer's control.
- D. It is the Purchaser's responsibility to limit and/or remove disruptive audience members from the event. The Performers reserve the right to amend and/or adjust the length and/or content of the performance if the disruption/distraction isn't removed.

- E. No portion of the performance may be recorded, filmed, or in any way reproduced without the express written consent of the Performers. The Performers reserve the right to record footage for promotional purposes only and is not for resale and does not include the Purchaser's name.
- F. The Performer reserves the right to cancel or reschedule this engagement if this contract is not signed and returned within six (6) days from the date the contract was written (12/08/2014 to 12/14/2014). All performances are subject to the Performers' availability.
- G. The Purchaser shall sign this contract and email it to WorkhouseEntertain@gmail.com. \$150 of the "Total Amount Due" shall be paid to the Performers within six (6) days of the signing of this contract. The first payment can be a check or money order mailed to the attention of Patricia Snipp at the following address: 4513 S 61 Street, Omaha, NE 68117. The total balance shall be paid the day of the performance, prior to the performance, in cash, credit card, or money order paid to Patricia Snipp. Failure to pay the "Total Amount Due" in full within this payment schedule will result in legal consequences, show date cancellation plus penalties and/or a third party collections process.
- H. It is fully understood and agreed upon that no deductions whatsoever are to be taken from the "Amount of Payment" by the Purchaser. (Example – If your state takes a 4% entertainment tax the Purchaser agrees to pay the total tax amount in addition to the "Amount of Payment" to the Performers.) The Purchaser is responsible for all permits, licenses, bonds, and taxes.
- I. Either party may terminate this Agreement with or without cause, upon written notice within six (6) days of signing this agreement. Notices must be sent to the specified email addresses and confirmed through email by the receiving party. The email address for the Performers is WorkhouseEntertain@gmail.com and the email address for the Purchaser is teamlane@yahoo.com.
- J. In the event the Performers are en route or on-site and available to perform and Purchaser cancels the engagement, the Purchaser is responsible for the Performer's full compensation. A rescheduling fee may apply due to additional and/or travel expenses for the new agreed upon date.
- K. The parties agree this is the totality of the agreement between them and that there are no oral or verbal agreements except as set forth in this contract.

AGREED TO BY PURCHASER

AGREED TO BY PERFORMER

(Please print)

David Nihsen

(Please print)

(Please sign)



(Please sign)

Date: _____

Date: 12/08/2014