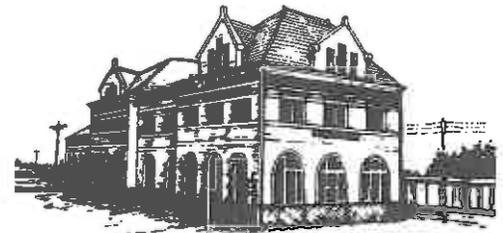


City of
CRESTON, IOWA

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, January 6, 2015
6:00 p.m.
01/02/2015 2:06 PM

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Consideration of Agenda**
5. **Consider Adoption of the Consent Agenda – NOTE: These items are routine items and will be enacted by one motion without separate discussion unless a Council member requests an item be removed for separate consideration.**
 1. **Minutes:** December 16, 2014 – Regular Meeting
 2. **Claims & Fund Transfers:**
 - i. **Total Claims** - \$260,879.05
 - ii. **Fund Transfers** - \$256,935.32
 3. **Liquor License Renewals:** Dollar General – Class BC w/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**
 1. **Public Hearing** on proposed gas and electric franchise ordinances
 2. **Resolution** Providing for Surety Bond/Blanket Position Bond
 3. **Resolution** to approve modified Airport Layout Plan (ALP)
 4. **Resolution** to approve Grant Agreement between Iowa Watershed Improvement Review Board (WIRB) and the City of Creston – Hurley Creek and McKinley Lake Watershed
 5. **Resolution** to approve Agreement with C.J. Cooper & Associates for Administrative Services related to drug and alcohol testing
 6. **Resolution** to approve RPA 14 ATURA Surface Transportation Program (STP) Application for funds for the Adams Street Bridge Replacement Project
8. **Other**
9. **Adjournment**

REGULAR MEETING OF THE CRESTON CITY COUNCIL DECEMBER 16, 2014

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

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

Mayor Woods requested Item #4 "Resolution to appoint Jason Cook to the Water Works Board of Trustees with term expiring December 31, 2020," be removed from the agenda.

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

Wilson moved seconded by White to approve the consent agenda, which included approval of minutes of December 2, 2014, regular meeting; claims of \$164,597.28; and liquor license renewal for American Legion. All voted aye. Motion declared carried.

No one spoke during Public Forum.

A resolution was offered by Wilson seconded by White to adopt a Revenue Purpose Statement regarding the use of revenues from proposed gas and electric franchise fees pursuant to Iowa Code §364.2(4)(f) and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Lybarger, Koets, Wilson, Levine, Madison and White voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Levine to set a date for a Public Hearing on January 6, 2015, at 6:00 p.m. regarding the proposed gas and electric franchise ordinances and authorize the Mayor and Clerk to execute the proper documentation. Madison, White, Loudon, Lybarger, Koets and Wilson voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Madison to reappoint Rick Foster to the Planning & Zoning Commission with term expiring November 13, 2019 and authorize the Mayor and Clerk to execute the proper documentation. White, Loudon, Lybarger, Koets, Wilson, Levine and Madison voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Loudon to set a Public Hearing and Bid Letting on January 20, 2015, for the North Side Sanitary Sewer Rehabilitation Project and authorize the Mayor and Clerk to execute the proper documentation. Lybarger, Koets, Wilson, Levine, Madison, White and Loudon voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by White to authorize the mayor to sign a contract with Workhouse Entertainment for stand-up comedian based on recommendation of the Park & Recreation Board and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Lybarger, Koets, Wilson, Levine, Madison and White voted aye. Resolution declared passed.

Wilson moved seconded by Levine to adjourn the meeting. All voted aye. Council adjourned at 6:05 p.m.

Mayor

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	TRISTAR BENEFIT ADMINISTRATORS	GRP93001 PREMIUMS-JAN'15	5,051.29
			TOTAL:	5,051.29
POLICE PROTECTION	GENERAL FUND	CITY OF CARROLL	ANNUAL LAB TESTING FEE	100.00
		HEARTLAND TIRE & AUTO	FIX TIRE, BAL #16	15.80
		IOWA POLICE CHIEFS ASSOCIATION	2015 IPCA DUES	75.00
		LAW ENFORCEMENT SYSTEMS INC	CASE FILE ENVELOPES	65.00
		CRESTON MOTOR SUPPLY INC	DBL SIDE TAPE	44.48
		PETTY CASH - POLICE	USPS-CERT MAIL	6.49
			USPS-MAIL	2.32
			WALMART-SUPPLIES	5.34
		SHAWLER, ERIC	LUNCH REIMBURSEMENT	15.00
		SUPREME CLEANERS	UNIFORM CLEANING-DEC'14	29.75
			TOTAL:	359.27
FIRE PROTECTION	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-FIRE STATION	58.32
		ED M FELD EQUIP CO INC	TURNOUT GEAR-WINKLER	1,800.00
			6-CLASS A FOAM	480.00
			RESCUE TOOLS	41.45
		FIRE SERVICE TRAINING BUREAU	FF2 TEST-POOLMAN	50.00
		CRESTON MOTOR SUPPLY INC	ALTERNATOR	189.98
		PETTY CASH - FIRE	AKIN-FOAM SEALANT	5.99
			ECHO-LIGHT BULBS	21.36
			EMC-FURNACE DUCT	23.52
			TOTAL:	2,670.62
BUILDING & HSG SAFETY	GENERAL FUND	BRUCE, MIKE	REIMB BLDG INSPECT EXAM	168.00
		IA ASSOC BUILDING OFFICIALS	2015 IRC CLASS	100.00
		OFFICE DEPOT	OFFICE SUPPLIES	17.99
			TOTAL:	285.99
ANIMAL CONTROL	GENERAL FUND	CRESTON VET CLINIC PC	EUTHANIZE CAT	6.95
		CRESTON MOTOR SUPPLY INC	FITTINGS, HOSE, LINES	262.54
			BRAKE HOSE	15.59
		WAL-MART COMMUNITY	EXTENSION CORD, DEADBOLT	18.31
			CAT LITTER	42.57
			TOTAL:	345.96
STREET LIGHTING	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELEC-300 W ADAMS LOT	23.02
			TOTAL:	23.02
TRAFFIC SAFETY	GENERAL FUND	FASTENAL	STOP SIGN HARDWARE	32.47
			STOP SIGN HARDWARE	16.92
			TOTAL:	49.39
AIRPORT	GENERAL FUND	CLAPSADDLE-GARBER ASSOCIATES INC	LAYOUT PLAN UPDATE	3,875.00
		SIRWA	WATER-AIRPORT	33.00
		K & J HARDWARE INC	VACCUM, FANS, SHOVELS	232.95
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17
			TOTAL:	5,495.12
LIBRARY SERVICES	GENERAL FUND	COPY SYSTEMS INC	MONTHLY CONTRACT	27.19
		CENTRAL PLAINS ELECTRIC	LINCOLN SCHOOL BOILER RPR	55.00
		CRESTON CITY WATER WORKS	WATER-LINCOLN SCHOOL	9.07
			WATER-LIBRARY	9.72
		DEMCO	SUPPLIES	506.12

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		GALE CENGAGE LEARNING	MYSTERY	47.98
			GENTLE ROMANCE	89.96
			DISTRIBUTION	168.75
			CHRISTIAN	94.46
			EDITOR	87.97
			MYSTERY	47.98
			DISTRIBUTION	20.24
			EDITORS	57.58
		INGRAM	ADULT BOOKS	93.71
			ADULT BOOKS	32.77
			ADULT BOOKS	8.99
		ECHO GROUP INC	EMERGENCY LIGHT	46.92
		IOWA LIBRARY ASSOCIATION	MEMBERSHIP-RALLS	90.00
			MEMBERSHIP-WALTER	30.00
			MEMBERSHIP-MADISON	35.00
			MEMBERSHIP-PUGH	30.00
			MEMBERSHIP-TEUTSCH	60.00
			MEMBERSHIP-WALSH	30.00
		LIED PUBLIC LIBRARY	DVD'S CLEANED	12.00
		MICROMARKETING LLC	BOOKS ON CD	105.98
			BOOKS ON CD	8.50
			BOOKS ON CD	220.93
			BOOKS ON CD	39.99
			BOOKS ON CD	48.49
		KONE INC (MOLINE)	ELEVATOR MAINT/REPAIRS	1,070.08
		OFFICE DEPOT	ENVELOPES, TAPE	22.70
			ENVELOPES, TAPE	53.49
		LEON J DOROTHY	IT SERVICES	16.00
			IT SERVICES	96.00
			IT SERVICES	16.00
		WILLETS & WOOSLEY	UNCLOG TOILETS	237.00
			TOTAL:	3,626.57
PARKS	GENERAL FUND	NORTHLAND PRODUCTS CO	SERVICE CLEANING UNIT	55.48
		CRESTON CITY WATER WORKS	WATER-HISTORICAL COMPLEX	9.07
			WATER-MCKINLEY PARK	9.07
		MARK IDE	BALLFIELD DRAG STEEL	218.40
		CRESTON MOTOR SUPPLY INC	CARB KIT	60.74
			ORING	0.43
		SERVICE TECHS INC	CHAINS AW CHAINS	137.58
			PADDLE WHL ATTCH-TRIMMER	340.95
		K & J HARDWARE INC	SNOW SHOVELS	76.98
			TOTAL:	908.70
RECREATION	GENERAL FUND	BSN SPORTS	BLEACHER	3,959.99
			TOTAL:	3,959.99
CEMETERY	GENERAL FUND	SNODGRASS, SHARON	REIMB DAMAGED VASE	123.05
		SIRWA	WATER-CEMETERY	33.00
		WAL-MART COMMUNITY	SUPPLIES	33.76
			TOTAL:	189.81
WIMMING POOL	GENERAL FUND	ACCO UNLIMITED CORPORATION	REPAIRS POOL PUMPS	111.25
			REPAIRS POOL PUMPS	114.35
			REPAIRS POOL PUMPS	111.25
			REPAIRS POOL PUMPS	112.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	449.30
FI	AL ADMINISTRATN GENERAL FUND	ACCESS TECHNOLOGIES INC	MONTHLY CONTRACT-DEC'14	845.63
		PITNEY BOWES GLOBAL FINANCIAL SVCS LLC	POSTAGE METER-QTR LEASE	207.00
		INFO DOG SECURITY, LLC	SHRED SVC-DEC'14	30.00
		CRESTON CITY WATER WORKS	WATER-1707 W ADAMS	12.64
		TRENT HOLLIDAY	DEMO 610 W. MILLS	14,355.00
			DEMO 302 S BIRCH	4,455.00
		ALLIANT ENERGY-INT PWR&LGHT	1707 W ADAMS ELEC & GAS	180.56
		IOWA MUNICIPAL FINANCE OFFICERS ASSOC	IMFOA 2015 MEMBERSHIP	55.00
		OFFICE DEPOT	OFFICE SUPPLIES	13.57
		UPS	POSTAGE	12.28
			TOTAL:	20,166.68
LEGAL SERVICES	GENERAL FUND	AHLERS & COONEY, P.C.	LEGAL SERVICES-FRANCHISE F	1,003.00
		LYNCH DALLAS, PC	PROF SVCS-LIBRARY	49.50
			TOTAL:	1,052.50
CITY HALL	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-CITY HALL	23.65
		INNOVATIVE INDUSTRIES INC	JANITORIAL SVCS-DEC'14	400.00
		OFFICE MACHINES	TRASH BAGS, TOILET PAPER	52.98
			TOTAL:	476.63
NON-DEPARTMENTAL	ROAD USE TAX	TRISTAR BENEFIT ADMINISTRATORS	GRP93001 PREMIUMS-JAN'15	1,785.47
			TOTAL:	1,785.47
ROAD MAINTENANCE	ROAD USE TAX	ARAMARK UNIFORM & CAREER APPAREL GROUP	LAUNDRY SERVICE	25.76
		NORTHLAND PRODUCTS CO	SERVICE CLEANING UNIT	110.95
		CRESTON CITY WATER WORKS	WATER-CITY BARN	9.07
			WATER-CITY SHOP	16.20
		CRESTON AUTOMOTIVE	CK ERRORS 2000 FORD	84.46
		HAWKEYE TRUCK EQUIPMENT	2 OVAL LED STROBE	142.75
		HEARTLAND TIRE & AUTO	SWITCH TIRES ON REAR #76	140.00
		KELLY TIRE & EXHAUST	DUMP TRUCK TIRE	411.68
		LOGAN CONTRACTORS SUPPLY INC	2K LBS CRACK SEALANT	1,860.00
			2.2K LBS CRACK SEALANT	1,900.70
		CRESTON MOTOR SUPPLY INC	FILTERS,SEAFOAM	276.24
			BATTERIES	335.31
			CORE RETURNS	113.49-
			AIR FILTER	15.66
			ANTIFREEZE	38.34
			SNOW SCRAPER	9.98
			AXLE, TAPE	40.40
			LIGHTS, NUTS, GUIDES	141.44
			TAILGATE PINS	13.17
			GAS BOTTLE	75.55
			FILTERS, BELTS, MISC	383.05
		SERVICE TECHS INC	SHARPEN CHAINS	32.00
		SCHILDBERG CONSTRUCTION COMPANY INC	75T-1 1/2" MINUS ROCK	869.30
			TOTAL:	6,718.52
SNOW AND ICE CONTROL	ROAD USE TAX	EASTERN IOWA TIRE, INC	RECAP SKIDLOADER TIRES	979.44
		FASTENAL	PLOW BOLTS	36.12
		IOWA DEPT OF TRANSPORTATION	GRADER & PLOW BLADES	822.28
		CRESTON MOTOR SUPPLY INC	PLOW GUIDE STICKS	14.98
			TOTAL:	1,852.82

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
SELF FUNDING INSURANCE PAYROLL TAX BENEFIT		TRISTAR BENEFIT ADMINISTRATORS	GRP93001 PREMIUMS-JAN'15	19,099.57
			TOTAL:	19,099.57
LIBRARY (RESTRICTED GIF RESTRICTED GIFTS-L		MARGARET MANDY GAULT HOUK	MONTHLY CONTRACT	2,400.00
		WEBSITES TO IMPRESS, INC.	WEBSITE DESIGN,WEBHOST	200.00
			WEBSITE DESIGN,WEBHOST	45.00
			WEBSITE DESIGN,WEBHOST	1,590.00
			WEBSITE DESIGN,WEBHOST	120.00
		WAYNE HILL	SUBSCRIPTION	24.50
		AMAZON/SYNCHRONY BANK	AFTERTHOUGHTS BOOKS	11.99
			AFTERTHOUGHTS BOOKS	9.99
			AFTERTHOUGHTS BOOKS	14.99
		DELL	8 COMPUTERS	4,510.08
		INGRAM	RETURNED BOOKS	14.99
			BOOK	9.77
			ISSB BOOKS	66.12
			BOOKS	89.72
			BOOKS	27.66
			BOOKS	24.13
			TOTAL:	9,128.96
CAPITAL PROJECTS		CAPITAL PROJECTS F CALHOUN-BURNS AND ASSOCIATES INC	PH 1 ENG-ADAMS ST BRIDGE	1,063.80
			TOTAL:	1,063.80
NON-DEPARTMENTAL		SEWER OPERATING FU TRISTAR BENEFIT ADMINISTRATORS	GRP93001 PREMIUMS-JAN'15	558.78
			TOTAL:	558.78
SANITARY SEWER/WASTWTR SEWER OPERATING FU		QTECH AUTOMATION, INC	CONTROL UNIT	600.00
		JOHNSON, HARLEY	I&I REIMBURSEMENT	500.00
		AKIN BUILDING CENTER	LUMBER,INSUL,PLYWOOD	563.88
			LUMBER,INSUL,PLYWOOD	11.58
			PLYWOOD,FOAM,NAILS	186.36
		CENTRAL PUMP & MOTOR	FLAPPER VALVE RPL-EAST	1,269.78
		CRESTON CITY WATER WORKS	WATER-WWTP	164.40
		FARM & HOME SUPPLY INC	HEAT LIGHTS & BULBS	78.78
		HACH COMPANY	103799 SULF ACID	59.30
			107166 MAN SULF	28.38
			107266 ALKALINE	27.50
			FRT	17.79
		INTERSTATE ELECTRIC SUPPLY CO OF CREST	SAFETY DOOR SWITCH	216.87
		J&J PLUMBING	SHOP FURNACE REPAIR	90.00
		CRESTON MOTOR SUPPLY INC	DRUM FUNNELS	47.08
		OFFICE MACHINES	PRINTER CARTRIDGES	169.96
		PETTY CASH - SANITATION	FARM & HOME-HOSE REPAIR	28.52
		SICOG-HOUSING TRUST FUND	I&I PROGRAM EXPENSES	2,724.00
		K & J HARDWARE INC	2 MILKHOUSE HEATERS	48.00
		ULINE, INC	519810X XL GLOVES	115.00
		UPS	POSTAGE	32.24
		VEENSTRA & KIMM INC	ENG SVC CHS OILSEED	337.50
			NORTH SIDE SWR REHAB	1,408.00
			TOTAL:	8,724.92
ANIMAL CONTROL		ANIMAL SHELTER *AG CRESTON VET CLINIC PC	EMGCY MED-SCHAFFER	40.00
			TEST, VACC POUND DOG	94.95
			EMGCY MED-DARST CAT	83.19
		SOUTHERN HILLS VET SVC INC	SPAY CAT CARMEL-NORTON	72.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SPAY CAT PRINCESS-NORTON	72.50
			VACC & SPAY CAT-SIMMONS	66.00
			SPAY CAT SASSY-NORTON	74.00
			VACC TREAT 5 POUND CATS	76.50
			TOTAL:	579.64

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===== FUND TOTALS =====
001 GENERAL FUND                45,110.84
110 ROAD USE TAX                10,356.81
112 PAYROLL TAX BENEFIT        19,099.57
167 RESTRICTED GIFTS-LIBRARY    9,128.96
301 CAPITAL PROJECTS FUND       1,063.80
610 SEWER OPERATING FUND        9,283.70
953 ANIMAL SHELTER *AGENCY FU    579.64
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GRAND TOTAL:                    94,623.32
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TOTAL PAGES: 5

CITY OF CRESTON
MANUAL CHECKS/DEBITS - PERIOD ENDING 1/6/15

SELF FUNDING INSURANCE

TRISTAR BENEFIT	INV CHECK RUN	7,587.84
TRISTAR BENEFIT	INV CHECK RUN	1,348.01
TRISTAR BENEFIT	INV CHECK RUN	2,919.88
KABEL	FLEX	200.00
SELF FUNDING INSURANCE	TOTAL	12,055.73

FINANCE DEPARTMENT

SICOG	HOUSING TRUST FUND	154,200.00
FINANCE DEPARTMENT	TOTAL	154,200.00

MANUAL CHECKS/DEBITS TOTAL

166,255.73

FUND TRANSFERS FOR PERIOD ENDING:

01/06/15
POSTING DATE

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

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 154,200.00	126 TIF-JAMES SBDV(25%-LMI) FOR: HOUSING TRUST FUND-LINCOLN SCHOOL VENDOR: SICOG	001 GENERAL FUND	126 3-6910	154,200.00	
			001 3-4830		154,200.00
			126 1110		154,200.00
			001 1110	154,200.00	
\$ 2,724.00	126 TIF-JAMES SBDV(25%-LMI) FOR: I&I PROGRAM ADMIN & EXPENSES VENDOR: SICOG	610 SEWER OPERATING FUND	126 3-6910	2,724.00	
			610 3-4830		2,724.00
			126 1110		2,724.00
			610 1110	2,724.00	
\$ 1,063.80	122 L.O.S.T.-STR/SWR RPR/RPLC(50%) FOR: ADAMS STREET BRIDGE ENGINEERING VENDOR: CALHOUN-BURNS	301 CAPITAL PROJECTS FUND	122 3-6910	1,063.80	
			301 3-4830		1,063.80
			122 1110		1,063.80
			301 1110	1,063.80	

FUND TRANSFERS FOR PERIOD ENDING:

12/31/14

POSTING DATE

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

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 18,417.39	610 SEWER OPERATING FUND FOR: HEALTH INS PREM-QTR END 12/31/14 VENDOR: CITY OF CRESTON	112 PAYROLL TAX BENEFIT	610 -5-815-6150	18,417.39	
			610 1110		18,417.39
			112 1110	18,417.39	
			112 -5-670-6150		18,417.39
\$ 35,534.61	112 PAYROLL TAX BENEFIT FOR: REVERSE - HEALTH INS PREM-QTR END 09/30/14 VENDOR: CITY OF CRESTON	110 ROAD USE TAX	112 -5-210-6150	35,534.61	
			112 1110		35,534.61
			110 1110	35,534.61	
			110 -5-670-6150		35,534.61
\$ 44,995.52	610 SEWER OPERATING FUND FOR: 100% TAYLOR/WILLIAMSON/JOHNSON/ WAGES-QTR END 12/31/14 VENDOR: CITY OF CRESTON	001 GENERAL FUND	610 -3-6910	44,995.52	
			610 1110		44,995.52
			001 1110	44,995.52	
			001 -3-4830		44,995.52

Reid 12-22-14 mi



U.S. Department
of Transportation

**Federal Aviation
Administration**

Central Region
Iowa, Kansas,
Missouri, Nebraska

901 Locust
Kansas City, Missouri 64108
(816) 329-2600

December 16, 2014

Mr. Mike Taylor
City Administrator
116 W Adams Street
Creston, Iowa 50801

Creston Municipal Airport
Airspace Review Case: 2014-ACE-3674-NRA

Dear Mr. Taylor:

We conducted an airspace review of the Airport Layout Plan (ALP) based on considerations relating to the safe and efficient utilization of airspace, factors affecting the control of air traffic, conformance with FAA design criteria, and Federal grant assurances or conditions of a Federal property conveyance. The ALP airspace study was coordinated with appropriate FAA offices. Our determination is derived from the analysis of information supplied in the ALP. We conclude that the proposal will not adversely affect the safe and efficient use of navigable airspace by aircraft, provided, certain conditions are met as explained in the attached Memorandum.

In making this determination, the FAA considered matters such as the effects the proposal would have on existing or planned traffic patterns of neighboring airports, the effects it would have on the existing airspace structure and projected programs of the FAA, the effects it would have on the safety of persons and property on the ground, and the effects that existing or proposed manmade objects (on file with the FAA), and known natural objects within the affected area would have on the airport proposal. We reviewed the ALP for structures that may adversely affect the flight or movement of aircraft, cause electromagnetic interference to NAVAIDS and communication facilities, or derogate the line-of-sight visibility from a control tower.

The FAA cannot prevent the construction of structures near an airport. The airport environs can only be protected through such means as local zoning ordinances, acquisitions of property in fee title or aviation easements, letters of agreement, or other means

This determination does not constitute FAA approval or disapproval of any of the proposed development shown on the ALP. The ALP serves as a record of aeronautical requirements and is used by the FAA in its review of proposals that may affect the navigable airspace or other missions of the FAA.

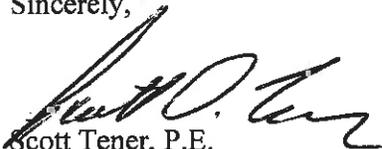
This determination does not constitute a commitment of Federal funds and does not indicate that the proposed development is environmentally acceptable in accordance with applicable federal laws. All local and state requirements and/or permits must be obtained prior to construction of this proposal. An environmental finding is a prerequisite to any major airport development project when Federal aid will be granted for the project. This approval is given subject to the condition that the proposed airport development identified below shall not be undertaken without prior written environmental approval by the FAA. These items include:

- 1) Extend Runway 16/34;
- 2) Construct Parallel Taxiway;
- 3) Miscellaneous Land Acquisition;
- 4) Remove Obstructions;
- 5) Terminal Area and General Aviation Expansion;

The sponsor is advised to coordinate the completion of project construction with the FAA publications cycle for U.S. Terminal Procedures, Airport Facility Directory, etc. Notify the FAA with the required information before the cut-off date coinciding with the next publication.

If you have any questions or need additional information, please contact me at (816) 329-2639, or send me an e-mail message at scott.tener@faa.gov.

Sincerely,



Scott Tener, P.E.
Airport Planning Engineer - Iowa

cc: Ms. Michelle Mc Enany, IDOT Office of Aviation
Mr. Bill Grabe, P.E., CGA

Attachment: Airspace Determination



Memorandum

**U.S. Department of Transportation
Federal Aviation Administration**

Date: December 15, 2014

Subject: CRESTON MUNICIPAL (CSQ) – CRESTON, IA
Aeronautical Study Number: 2014-ACE-3674-NRA
Airport Layout Plan Update

From: Airports Airspace Specialist, ACE-620F

Reply To: Jason Knipp, ext. 2646

To: Mr. Scott Tener, ACE-611C

We have completed an airspace analysis of:

RUNWAY 04/22

Existing/Ultimate – 1,692' x 100', Turf, A(V)/A(V).

RUNWAY 16/34

Existing – 4,901' x 75', Paved, C/C

Ultimate – 5,500' x 75', Paved, C/C

Our aeronautical study has determined that the proposed updates will not adversely affect the safe and efficient use of airspace by aircraft. Therefore, we have no objection to the proposal.

Future structures and/or construction equipment were not evaluated as part of this study. The listing of proposed instrument flight procedures (IFPs) on the ALP does not constitute the actual request for new IFPs. The request for IFPs is a separate action that must be submitted to the FAA in writing or via the AVN website a minimum of 18 to 24 months before the desired usage. All runway data must be received a minimum of 12 months in advance. Please contact the Central FPO at 817-821-7600 when you're ready to submit your request. We will provide you the web address or other physical address and specialist contact information at that time.

This determination does not constitute FAA approval or disapproval of the physical development involved in the proposal. It is a determination with respect to the safe and efficient use of navigable airspace by aircraft and with respect to the safety of persons and property on the ground.

In making the determination, the FAA has considered matters such as the effects the proposal would have on existing or planned traffic patterns of neighboring airports, the effects it would have on the existing airspace structure and projected programs of the FAA, the effects it would have on the safety of persons and property on the ground, and the effects that existing or proposed manmade objects (on file with the FAA) and known natural objects within the affected area would have on the airport proposal. This aeronautical study was not circulated to the public for comments.

The FAA cannot prevent the construction of structures near an airport. The airport environs can only be protected through such means as local zoning ordinances, acquisitions of property in fee title or aviation easements, letters of agreements, or other means. This determination in no way preempts or waives any ordinances, laws, or regulations of any government body or agency.

This aeronautical study was not circulated to the public for comments.

GRANT AGREEMENT
AGREEMENT NUMBER: 1321-010 HURLEY CREEK AND MCKINLEY LAKE WATERSHED
BETWEEN THE
IOWA WATERSHED IMPROVEMENT REVIEW BOARD
AND THE
CITY OF CRESTON

This agreement is entered into by the Iowa Watershed Improvement Review Board, hereinafter referred to as the Board; and the City of Creston, hereinafter referred to as the Recipient.

I. Relative to the Hurley Creek and McKinley Lake Watershed Project (City of Creston)

II. Legal Authority

This agreement is entered into between the Board and the Recipient as provided for by Iowa Code Chapter 466A.

III. Purpose of Agreement

The purpose of this agreement is to delineate the responsibilities of the Board and the Recipient in the implementation of the Hurley Creek and McKinley Lake Watershed Project. The Board is authorized to fund water quality protection projects through local watershed improvement committees, soil and water conservation districts, cities, counties, county conservation boards, and public water supply utilities to protect the state's surface and ground water from point and non-point sources of contamination.

IV. Distribution of Responsibility

For the purpose of clearly establishing and defining relationships and responsibilities for the work to be performed by the parties to the agreement, the following policies and procedures are set forth.

A. The Board agrees to:

1. Provide funding to support the following activities, subject to the conditions of paragraph IV.C.4, below:

WIRB Funded administrative items* eligible for reimbursement are:

1) Contractual—Engineering	(design and oversight, up to 20% of costs)	\$11,500.00
2) Contractual—Grant Management	(lump sum for the grant)	\$3,500.00
3) Information and Education Activities	(up to 50% of costs)	\$2,500.00
4) Planning/Permits/Environmental	(Up to 41% of costs)	\$6,000.00
TOTAL		\$23,500.00

*The Recipient may deviate plus or minus 10% within the individual line items above without prior approval of the Board, but total Watershed Improvement Fund expenditures must not exceed \$23,500.00.

WIRB funded practices* eligible for reimbursement are:

1) Wetland Restoration and Enhancement	(7 acres up to 58% cost-share)	\$255,400.00
2) Riparian Buffers	(3 acres up to 50% cost-share)	\$2,250.00
3) Grass Waterways	(252 feet up to 50% cost-share)	\$2,250.00
4) Temporary Erosion Control	(13.1 acres, up to 54% of costs)	\$11,600.00

5) Urban Infiltration Practices

(2 practices such as bioswales
or rain gardens up to 50% cost-share)

\$5,000.00

TOTAL

\$276,500.00

*The Recipient may deviate plus or minus 10% within the individual line items above without prior approval of the Board, but total Watershed Improvement Fund expenditures must not exceed \$276,500.00.

The application for funding submitted to the Board is considered part of this agreement as well as the plan of work developed from the approved application. The percent contribution (51%) provided by the WIRB as calculated on the application budget summary sheet shall not be exceeded unless approved by the WIRB in advance of the final report being submitted to the WIRB.

2. Request payments be made by the State Treasury upon receipt of a Funding Request Form from the Recipient, after the Recipient documents that the agreed-to funding timeline is being followed and satisfactory progress on the project is demonstrated. The Board reserves the right to hold back up to 10% of the total Grant Agreement amount until the final comprehensive report is accepted by the Board.

B. The Recipient agrees to:

1. Undertake as a public contract any work project with an estimated total cost of \$36,000.00 or more, as provided in Iowa Code Chapter 26.14.
2. Approve applications and obligate funds at official meetings of the Recipient.
3. Submit Funding Requests to the Board on or before January 15 and July 15. Expenses incurred or activities completed before this grant agreement is in effect are not reimbursable by the Watershed Improvement Fund.
4. Submit a financial ledger as part of each progress report detailing, by budget line item, the amount spent and where appropriate the number of units completed or installed. The financial ledger to be used by this project shall be the forms provided by the Board.
5. Provide the Board with progress reports in conformance with the printed report guidance provided by the Board. Progress reports are due 15 days after the end of each reporting period. Annual reports are due January 15 for the calendar year just completed. Recipients who fail to submit project progress reports per the following schedule are not following the terms of their grant agreement with the WIRB. This failure to follow the grant agreement may result in the WIRB cancelling the agreement. The WIRB may also require unspent unobligated Watershed Improvement Funds to be returned to the WIRB.

The following is the schedule of reports for this project:

July 15, 2014	Progress report
January 15, 2015	Progress report
January 15, 2015	2014 annual report
July 15, 2015	Progress report
January 15, 2016	Progress report
January 15, 2016	2015 annual report
July 15, 2016	Progress report
January 15, 2017	Progress report
January 15, 2017	2016 annual report

6. Provide the Board with a project-length Plan of Work by January 31, 2014.
7. Provide the Board with a comprehensive final report in conformance with the printed report guidance provided by the Board, upon conclusion of the project.
8. Ensure the practices installed comply with USDA Natural Resources Conservation Service (NRCS) or the Iowa Stormwater Education Program (ISWEP) Standards and Specifications, where available. If NRCS or ISWEP standards and specifications are not available for a desired practice, the practice shall be planned, designed, and constructed in accordance with sound engineering principles and practices.
9. Maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the project funds throughout the term of this agreement for

a period of at least three (3) years following the end date of this agreement. Allow access of these records by the Auditor of the State of Iowa or any authorized representative of the Board or State or United States government.

C. The Board and the Recipient mutually agree:

1. To work cooperatively with other agencies and organizations to implement this project.
2. To incorporate the following statement into project reports and presentations with the exception of progress and final project activities reports not used for public information purposes: "This project is supported in part by the Iowa Watershed Improvement Fund administered by the Iowa Watershed Improvement Review Board and with support from the Iowa Department of Agriculture and Land Stewardship, Division of Soil Conservation."
3. To amend in writing the agreement at any time that all signatory parties agree to do so.
4. That the WIRB shall be entitled to a pro rata reduction in any or all of the individual line item costs specified in paragraph IV.A.1, above, in the event the final cost(s), actual units, or categories of the corresponding line items specified in the Project Budget For WIRB Funding of the Request for Applications are less than the estimated costs set forth in the Project Budget For WIRB Funding. Notwithstanding the foregoing, the WIRB, in its sole discretion, may redistribute any funds allocated in individual line items, by the WIRB for the project. This limitation shall not be construed to limit the ability of the parties to amend the agreement in accordance with paragraph IV.C.3, above, so as to increase the WIRB's overall or line item funding for this project.
5. Civil Rights in Program Delivery - The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Federal Executive Order 11246 of 1965 as amended by Federal Executive Order 11376 of 1967; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving local, state or federal financial assistance from the Department of Agriculture or any agency thereof.

V. Grant Agreement Administration

Independent Recipient: The Recipient, its employees, agents and any other subcontractors performing work under this grant agreement are not employees or agents of the Iowa Watershed Improvement Review Board. Neither the Recipient nor its employees shall be considered employees of the Board for federal or state tax purposes. The Board will not withhold taxes on behalf of the Recipient unless required by law.

Compliance with the Law: The Recipient, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this grant agreement, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Recipient, its employees, agents and subcontractors shall obtain and comply with all federal, state and local laws regarding business and environmental permits and licenses that may be required to carry out the work performed under this grant agreement. This includes but is not limited to the joint application form for section 401 and 404 permits to be submitted to the U.S. Army Corps of Engineers and the Iowa Department of Natural Resources.

VI. Termination of this Agreement

Termination for cause. The Board may terminate this agreement in whole or in part, at any time, whenever it is determined that the recipient has failed to comply with the conditions of this agreement. Before any termination, the Board chairperson shall provide the Recipient an opportunity for consultation. The Board shall notify the Recipient in writing of reasons

resulting in a notice of termination of this agreement. The Recipient, upon receipt of notice of termination, shall: (1) Cease work under this agreement and take all necessary and appropriate steps to limit disbursements and minimize costs, and furnish a report within twenty (20) days of the date of notice of termination, describing the status of all work under the agreement, including without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Board may require. (2) Comply with the Board's instructions for the timely transfer of any active files and work product produced by the Recipient under this agreement. (3) Immediately return to the Board any payments made by the Board for services that were not rendered by the Recipient.

Termination for convenience. The Board or the Recipient may terminate this agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the future expenditure of funds. The two parties shall agree upon the termination conditions, including effective date, and shall cancel as many outstanding obligations as possible. The Board shall allow full credit to the Recipient for the Board's share of the non-cancelable obligations, properly incurred by the Recipient prior to termination. The termination agreement must be in writing and signed by authorized representatives of the Board and the Recipient.

Rights in uncompleted products. In the event this grant agreement is terminated, all finished or unfinished documents, data, reports or other materials prepared by the Recipient under this grant agreement shall, at the option of the Board, become the Board's property and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Non-appropriation. Notwithstanding anything in this grant agreement to the contrary, and subject to the limitations, conditions and procedures set forth below, the Board shall have the right to terminate this agreement without penalty by giving thirty (30) days written notice to the Recipient as a result of any of the following: (1) the legislature or governor fails to appropriate funds sufficient to allow the Board to operate as required and to fulfill its obligations under this agreement; (2) if funds are de-appropriated or not allocated; (3) if the Board's authorization to operate is withdrawn or there is a material alteration in the program administration by the Board; or (4) if the Board's duties are substantially modified. In the event of termination of this grant agreement due to non-appropriation, the exclusive, sole, and complete remedy of the Recipient shall be payment for services completed prior to termination.

VII. Effective Date of Grant Agreement

This agreement shall be effective January 1, 2014 and shall remain in effect until February 28, 2017, or modified by mutual agreement, terminated by any of the signatory parties on written notice, or until modified or terminated by operation of law.

Approved:

Date

Warren Woods, Mayor
City of Creston

Date

Robert Ballou, Chair
Watershed Improvement Review Board

DRUG AND ALCOHOL TESTING SERVICES

THIS AGREEMENT, is made between **C.J. Cooper & Associates, Inc.**, an Iowa TSB corporation located at 1325 Stamy Road Hiawatha, Iowa 52233, hereinafter referred to as **Provider** and **City of Creston**, 29 December 2015, which shall hereinafter be referred to as the execution date of this agreement. The terms of this agreement shall be for (1) one year from the execution date of this agreement. Either party may terminate this agreement without penalty upon thirty (30) days notice provided in writing to the other party at the address set forth herein.

Provider provides alcohol and drug testing services to companies that are required to comply with federal alcohol and drug testing regulations; and **City of Creston** has need of a program for alcohol and drug testing of applicants and/or employees and requires alcohol and drug testing services from **Provider**.

In consideration of the mutual covenants and promises set forth, the parties hereby enter into this agreement, the terms and conditions of which shall apply from the execution date of this agreement.

The parties both recognize that state and local laws apply to services covered herein. In particular, certain services may be performed according to regulations established and governed by the State of Iowa. Both parties agree to assure, to the best of their ability, that services provided are rendered according to **all applicable laws and regulations**.

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants, and agreements contained herein, the parties agree as follows:

SCOPE OF SERVICES

Alcohol tests are performed using screening and evidential testing devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products List (CPL) by breath alcohol technicians (BATs) trained and certified by the Drug and Alcohol Testing Training Institute (DATTI) to perform such testing.

Drug tests are performed using chain-of-custody collection, testing laboratories certified by the Substance Abuse And Mental Health Services Administration (SAMSHA) for such testing, and medical review officers (MROs) qualified to review and report test results.

All tests, whether alcohol tests or drug tests, are performed in accordance with the regulatory requirements of the State of Iowa for such testing, including all applicable procedural, personnel and equipment guidelines.

Provider will maintain facilities and personnel adequate to the performance of services agreed to be provided to **City of Creston** in particular, **Provider** will maintain trained and certified personnel qualified to perform services provided.

CONTRACT, page 2

Provider RESPONSIBILITIES, continued

Provider will maintain, in a secure location with controlled access all dated records, information, and notifications, identified by individual, for specific information and records for minimum time periods according to the schedule below and as applicable related to services provided by **Provider** to **City of Creston**

FIVE YEARS

- Alcohol tests ≥ 0.04 , positive drug tests, refusals to test, including alcohol form/drug custody & control form & MRO documentation as applicable.
- Medical explanations of inability to provide specimens
- **City of Creston** documentation for Evidential Breath Testing Devices
- Substance Abuse Professional (SAP) evaluations and related information.

TWO YEARS

- Supervisory training/BAT and drug screen collector training/certification
- Log books for drug and alcohol testing, if used
- Random selection records
- Agreements: testing-collection, laboratory, MRO, consortium

ONE YEAR

- Negative/canceled drug test results; alcohol test results ≤ 0.04

Other (specify)

Provider will not release individual test results to any person, without first obtaining specific written authorization from the tested individual. Nothing in this paragraph shall prohibit **Provider** from releasing, to **City of Creston** or any State or local officials with regulatory authority over the testing program, individual test results, or from releasing individual test results or related information to comply with the requests resulting from a legal action, including but not limited to unemployment hearings, workers' compensation hearings, or other legal hearings, initiated by the tested individual.

Provider will make available to **City of Creston** at location(s) of Its choosing, and at a reasonable expense to **City of Creston** for copying and shipping charges, all records related to alcohol and drug testing performed by **Provider** for **City of Creston**, except records containing confidential information, within two business days of notification by **City of Creston** of such request.

CONTRACT, page 3

Provider RESPONSIBILITIES, continued

Reporting of results to **City of Creston** by **Provider**, if applicable, will be by facsimile transmission, electronic transmission, or first class U.S. Mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier (Federal Express, Airborne, or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

RESPONSIBILITIES

City of Creston will provide **Provider** with the most recent applicable alcohol and/or drug testing policies of **City of Creston**

City of Creston will designate a representative and an alternate to whom the **MRO** will report test results and discuss or report other information.

City of Creston will notify **Provider** of any responsibilities with regard to the **Its** Employee Assistance Program as it relates to alcohol and drug testing.

City of Creston represents that the means of obtaining results from the **MRO**, (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication) will assure that the results and other information remain secure and confidential with distribution of or access to such information to **City of Creston** officials with a business need for the information only.

City of Creston acknowledges that performance of necessary verification procedures may be dependent upon cooperation by **City of Creston** representatives, tested individuals, and/or personal physicians and/or health care providers that may process vital medical history information.

City of Creston acknowledges that alcohol testing results ≥ 0.04 or positive drug test results reported by the **MRO** do not indicate that a tested individual is an alcoholic or a drug addict, respectively.

ASSIGNED RESPONSIBILITIES

City of Creston and **Provider** agree that responsibility for the following procedures and services is as designated below. The designee for each procedure or service agrees to assure that each procedure or service is performed according to all applicable regulatory requirements and in accordance with current and accepted professional standards of practice.

Selection/provision of alcohol testing services	<input type="checkbox"/> City of Creston	<input checked="" type="checkbox"/> Provider
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Selection/provision of drug testing collections	<input type="checkbox"/> City of Creston	<input checked="" type="checkbox"/> Provider
---	---	---

Selection/provision of drug testing laboratory services	<input type="checkbox"/> City of Creston	<input checked="" type="checkbox"/> Provider
---	---	---

Random selection for drug and/or alcohol testing	<input type="checkbox"/> City of Creston	<input checked="" type="checkbox"/> Provider
--	---	---

Blind specimen testing for quality assurance purposes	<input type="checkbox"/> City of Creston	<input checked="" type="checkbox"/> Provider
---	---	---

Other (specify): _____ _____	<input type="checkbox"/> City of Creston	<input type="checkbox"/> Provider
---------------------------------	---	--

Other (specify): _____ _____	<input type="checkbox"/> City of Creston	<input type="checkbox"/> Provider
---------------------------------	---	--

Additional:

CONTRACT, page 5

FEES AND PAYMENT

FEES

Fees for services provided by **Provider** to **City of Creston** will be in accordance with the FEE SCHEDULE hereby incorporated by attachment (Appendix A) into this agreement.

FEE CHANGES

The price for services rendered under this agreement will not change unless **Provider** notifies **City of Creston** in writing (30) days in advance of a price change. If **City of Creston** does not agree to the new price, **Provider**, at its sole discretion, may continue to provide agreed upon services at the then current price for the duration of the agreement, or may discontinue the provision of services on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this agreement.

SIGNIFICANT CHANGES IN SERVICES PROVIDED

If during the term of this agreement there is a significant change in the requirements of the **Provider**, or other services covered under this agreement as the result of regulatory changes, or other changes mandated by federal or state law, both parties agreed to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this agreement.

PAYMENT

Provider will invoice **City of Creston** for all services provided on a weekly basis. Payment terms are 1%10 net thirty (30) days after the date of any invoice. Overdue payments are subject to additional interest and service charges. In the case of failure of **City of Creston** to make timely payments, **Provider** may continue to perform its obligations as per this contract and be entitled to recover all payments for services rendered according to this contract, including interest and service charges on late payments, and also including expenses of collection and reasonable attorney's fees.

GENERAL TERMS AND CONDITIONS:

TERM

All responsibilities, obligations and liabilities shall survive the terms of this agreement.

INDEPENDENT CONTRACTORS

Both parties to this agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venture, or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this agreement.

RESPONSIBILITY FOR City of Creston POLICY AND PROGRAM

The parties understand and agree that **Provider** does not make any employee decisions for employer such as hiring of applicants, termination, discipline or retention of any employee or former employee and that **City of Creston** has sole responsibility for all such decisions. **Provider** shall not be responsible for any damages resulting from acts or omissions of the **City of Creston** under its substance abuse policy.

SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid and enforceable substitute provision which is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid or unenforceable goes to the essence of this Agreement. Either party has the right to terminate this contract, for any reason whatsoever, upon 30 business days notice by the terminating party.

FORCE MAJEURE

In no event shall **Provider** have any responsibility or liability to **City of Creston** for any failure or delay in performance by **Provider** which results from or is due to, directly or indirectly and in whole or in part, any cause or circumstances beyond **reasonable control** of the **Provider**. Such causes and circumstances shall include but are not limited to acts of God, acts of **City of Creston** rules or regulations or orders of any governmental authority or agency thereof (whether civil, military, executive, legislative, judicial, or otherwise), strikes or other concerted actions of workers, lockouts, or other labor disputes or disasters, accidents, wars, riots, rebellion, sabotage, insurrection or civil disturbances, difficulties or delays in private or public transportation, or any other cause beyond **Provider's** reasonable control.

WAIVER

The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor operate to bar the exercise or performance of any right at any time.

INDEMNIFICATION

City of Creston shall indemnify, defend and hold harmless **Provider, Provider's** directors, officers, agents and employees, and each of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent or applicant for employment of **City of Creston**, of its party, subsidiary or affiliate companies, arising out of or in any way related to services provided by the **Provider** under this Agreement, related to negligent, fraudulent, or illegal action or omission of **City of Creston** or its employees, agents, or related personnel. **City of Creston** agrees to indemnify and hold harmless **Provider**, its affiliates from any loss, damage, or claim brought by third parties (including its tested individual) resulting from any willful or negligent act or omission on the part of **City of Creston** or its representatives arising out of the contract.

Provider shall indemnify, defend and hold harmless **City of Creston**, its directors, officers, agents and employees, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent of **City of Creston**, arising out of or in any way related to services provided by the **Provider** under this Agreement, related to negligent, fraudulent, or illegal action or omission of **Provider** or **Provider's** employees, agents, or related personnel. **Provider** agrees to indemnify **City of Creston** from and against any and all claims arising out of its submission of data or analytical results which are false or incorrect as a result of willful, intentional, or negligent acts or omissions by **Provider** personnel.

GOVERNING LAW

The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of Iowa, including all matters of construction, validity, and performance but without giving effect to Iowa choice-of-law or conflict-of-law principles.

ENTIRE AGREEMENT

This agreement represents the entire agreement between **Provider** and **City of Creston**. This agreement supersedes all prior agreements, understanding, negotiations and discussions, written or oral, and may be modified only by a written document signed by both **Provider** and **City of Creston**.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year executed below:

C.J. Cooper & Associates, Inc.

City of Creston

By: _____

By: _____

Date: _____

Date: _____

FEES SCHEDULE

City of Creston agrees to pay **Provider** \$35.00 per drug test

City of Creston agrees to pay **Provider** \$35.00 per collection when performed at C.J. Cooper & Associates

FEE SCHEDULE, Continued

CONSULTATION

City of Creston agrees to pay **Provider**, in addition to the above charges for the services of the **Provider**, calculated at the rates noted below, for time involved in program-related issues such as substance abuse professional evaluations, reviews of substance abuse professional evaluations, assistance with audits by **City of Creston** or DOT, consultation with employer on drug testing issues, support of arbitration, grievance and appeal proceedings and if necessary as an expert witness. Such services will be provided only on a pre-approved basis at **City of Creston** request. Reasonable travel and/or miscellaneous expenses will also be charged as applicable.

DOT Physical done at C.J. Cooper & Associates (by appointment)	<u>\$90.00</u>
Annual Administration Fee (Cities and Municipalities Rate)	<u>\$70.00</u>

City of Creston will reimburse **Provider** reasonable administrative, copying, and shipping charges for special requests for records, results, or other information.

AMENDMENTS AND/OR DISCUSSION

Please sign & return this page to our office.

**CONTRACT, page 7
INDEMNIFICATION**

City of Creston shall indemnify, defend and hold harmless **Provider**, **Provider's** directors, officers, agents and employees, and each of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent or applicant for employment of the **City of Creston**, of its party, subsidiary or affiliate companies, arising out of or in any way related to services provided by the **Provider** under this Agreement, related to negligent, fraudulent, or illegal action or omission of **City of Creston** or **Its** employees, agents, or related personnel. **City of Creston** agrees to indemnify and hold harmless **Provider**, its parents, subsidiaries, and affiliates from any loss, damage, or claim brought by third parties (including **Its** tested individual) resulting from any willful or negligent act or omission on the part of **City of Creston**, or **Its** representatives arising out of the contract.

Provider shall indemnify, defend and hold harmless **City of Creston**, **Its** directors, officers, agents and employees, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent of **City of Creston**, arising out of or in any way related to services provided by the **Provider** under this Agreement, related to negligent, fraudulent, or illegal action or omission of **Provider** or **Provider's** employees, agents, or related personnel. **Provider** agrees to indemnify **City of Creston** from and against any and all claims arising out of its submission of data or analytical results which are false or incorrect as a result of willful, intentional, or negligent acts or omissions by **Provider** personnel.

GOVERNING LAW

The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of Iowa, including all matters of construction, validity, and performance but without giving effect to Iowa choice-of-law or conflict-of-law principles.

ENTIRE AGREEMENT

This agreement represents the entire agreement between **Provider** and **City of Creston**. This agreement supersedes all prior agreements, understanding, negotiations and discussions, written or oral, and may be modified only by a written document signed by both **Provider** and **City of Creston**.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year executed below:

C.J. Cooper & Associates, Inc.

City of Creston

By: _____

By: _____

Date: _____

Date: _____