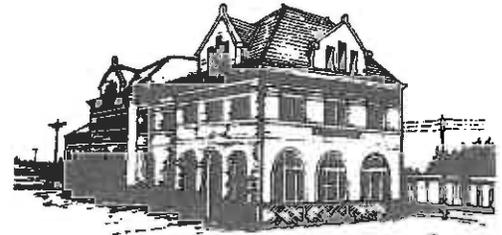


City of
CRESTON, IOWA

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, Loyal Winborn, Ann Levine, Marsha Wilson, Larry Wagner, Paul Vandevender, Nancy Loudon
CITY CLERK: Lisa Williamson
CITY ADMINISTRATOR: Mike Taylor
CITY ATTORNEY: Skip Kenyon & Todd Nielsen

Regular Meeting Agenda
City Hall/Restored Depot
Council Chambers
Tuesday, June 18, 2013
6:00 p.m.
06/14/2013 11:07 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:** June 4, 2013 – Regular Meeting
 2. **Claims & Fund Transfers:**
 - i. **Total Claims - \$238,390.76**
 3. **Licenses:** Amusement Permit – Montgomery Street Pub, Elks, 10,000 Crestonians
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 regarding Plans, Specifications, Form of Contract and Estimate of Costs Airport Lighting Improvements Project
 2. Resolution approving Plans, Specifications, Form of Contract and Estimate of Costs Airport Lighting Improvements Project
 3. Resolution accepting bid and awarding the construction contract for the Airport Lighting Improvements Project
 4. Resolution authorizing Mayor to sign and submit application to the FAA for Airport Lighting Project
 5. Resolution to approve FBO Contract with West Aviation
 6. Appointment with David Vollmer – Alliant Energy
 7. Resolution to approve 28E Agreement with Union County regarding roadways at Corporate Limits
 8. Resolution to special assess unpaid mowing nuisances
 9. Resolution to approve final drawdown of \$21,073 from CDBG Housing Grant #09-HSG-022
 10. Resolution to approve base wage increases for non-bargaining unit, non-probationary full-time employees
 11. Motion to approve temporary street closing on Montgomery Street from Oak to Division Streets on July 3rd from 3:00 pm – 3:00 am July 4th for Elk's Annual 4th of July Street Dance

12. Motion to approve temporary street closing for the 1300 block of Mulberry Street on June 29th from 5pm – 8 pm for a neighborhood block party

8. Other

9. Adjournment

REGULAR MEETING OF THE CRESTON CITY COUNCIL JUNE 4, 2013

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, Vandevender, Wilson, Levine, Winborn and White. Wagner was absent.

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

Wilson moved seconded by Vandevender to approve the consent agenda, which included approval of minutes of May 21, 2013, regular meeting; claims of \$347,694.03, fund transfers of \$528,144.98; Liquor License renewals for Panther Lanes and Park & Rec Board; Cigarette Permits for Fareway, Casey's #3, #2422, #2423, #2424, #3223, #3224, Hy-Vee, Eagles, Farm & Home, Walmart, Dollar General, Pokorny BP and Elm's Club; Amusement Permits for A&G, Panther Lanes, Eagles, Twilight Zone, American Legion, The Lobby, Sidetracked and Elm's Club. All voted aye. Wagner was absent. Motion declared carried.

No one spoke during Public Forum.

A resolution was offered by Wilson seconded by White to approve and adopt the Union County Hazard Mitigation Plan of 2013-2017 and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Vandevender, Wilson, Levine, Winborn and White voted aye. Wagner was absent. Resolution declared passed.

Denny Abel, Creston VFW Post 1797 Quartermaster, spoke to Council regarding the Freedom Rock Project the VFW is currently working on for Union County. He has found a rock for the project and has someone lined up to haul it to the Visitor's Center for them. There is an application process to go through to have Ray "Bubba" Sorenson paint a memorial on the rock. A \$1,000 down-payment is required with the application and on behalf of Creston VFW Post 1797, Denny is requesting the City of Creston provide the \$1,000 from the Hotel/Motel Fund, as this would promote tourism in the area.

Wagner arrived at 6:02 p.m.

A resolution was offered by White seconded by Wilson to approve a funding request by Creston VFW Post 1797 for \$1,000 from the Hotel/Motel Fund for the Freedom Rock Project and authorize the Mayor and Clerk to execute the proper documentation. Levine, Winborn, White, Loudon, Vandevender, Wagner and Wilson voted aye. Resolution declared passed.

Wagner moved seconded by Wilson to approve the request for temporary street closings for the Annual Creston Bike Night at the Elm's Club on June 28, 2013 from 3:00 p.m. – 1:00 a.m. June 29, 2013. Closures will be Elm Street between Adams and Montgomery Streets, the alley at Maple Street (both ways) and the alley west of Elm's Club. All voted aye. Motion declared carried.

A resolution was offered by Wagner seconded by White to approve the hiring of Becky Johnson as Accounting Manager of the Finance Department and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Vandevender, Wagner, Wilson, Levine, Winborn and White voted aye. Resolution declared passed.

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

Mayor

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
POLICE PROTECTION	GENERAL FUND	CARPENTER UNIFORM CO & CRESTON VET CLINIC PC	CUFFS/CASE/FLASHLIGHTS	575.86		
			FRONTLINE PLUS-K9	112.68		
		STALKER CHEVROLET	SEAT CVR/INSTALL '11 TRK	312.57		
			PETTY CASH - POLICE	5.17		
		SUPREME CLEANERS	POSTAGE	7.72		
			POSTAGE	6.11		
			UNIFORM CLEANINGS - MAY '1	29.75		
			TOTAL:	1,049.86		
		DETENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR	LEC BILLING - MAY '13	16,363.50
					TOTAL:	16,363.50
FIRE PROTECTION	GENERAL FUND	ILLOWA COMMUNICATIONS	PAGER BATTERY/RANGER SPKR	80.48		
			APPLE STORE	629.00		
		DESERT DIAMOND INDUSTRIES	K-12 BLADE	180.00		
			ED M FELD EQUIP CO INC	20-FIT TEST; 20- FLOW TES	1,400.00	
		FIRE SERVICE TRAINING BUREAU	FF 1 TESTING	100.00		
			ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS	76.44	
			ELECTRICITY	466.29		
		MCI MEGA PREFERRED	LONG DISTANCE	2.58		
		NAPA	3 NEW BATTERIES	306.15		
		PETTY CASH - FIRE	ORIENTATION BINDERS	8.90		
			TAPE	2.19		
			POSTAGE	1.52		
			POSTAGE	7.53		
			POSTAGE	2.07		
			POSTAGE	1.12		
		SOUTHWESTERN COMM COLLEGE	ROPE RESCUE CLASS	20.00		
			TOTAL:	3,284.27		
		BUILDNG & RSNG SAFETY	GENERAL FUND	CRESTON PUBLISHING CO	LEGAL ADS/NOTICES - MAY '1	33.16
					INTERNATIONAL ASSOC OF ELECTRICAL INSP	1 YR MEMBERSHIP
				PETTY CASH - FINANCE	RECORDING FEES	12.00
					RECORDING FEES	48.00
					RECORDING FEES	12.00
	TOTAL:			207.16		
ANJMTT CONTROL	GENERAL FUND	WILLIAMS, DREW BRUNNER, KEISHA	SUCCESSFUL ADOPTION	20.00		
			SUCCESSFUL ADOPTION	20.00		
		TOTAL:	40.00			
STREET LIGHTING	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY	8,707.86		
			TOTAL:	8,707.86		
TRAFFIC SAFETY	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY	935.05		
			TOTAL:	935.05		
AIRPORT	GENERAL FUND	BLUEGLOBES LLC	RUNWAY LIGHT SUPPLIES	205.26		
			CRESTON PUBLISHING CO	LEGAL ADS/NOTICES - MAY '1	124.22	
		WASTE MANAGEMENT	DUMPSTER - MAY '13	61.96		
			ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY	284.01	
		MCI MEGA PREFERRED	LONG DISTANCE	2.13		
		PETTY CASH - AIRPORT	PAPER FOR RECEIPT PRINTER	5.13		
			FENCE - BALLOON WKND	4.23		
			GENERATOR FUEL	18.38		
			TERMINAL SUPPLIES	44.46		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FURNACE FILTERS	1.10
			TERMINAL SUPPLIES	7.98
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17
			TOTAL:	2,113.03
SOL. WASTE CLCT/DSPSL	GENERAL FUND	WASTE MANAGEMENT	GARBAGE COLLECT - MAY '13	37,714.92
			TOTAL:	37,714.92
LIBRARY SERVICES	GENERAL FUND	CRESTON CITY WATER WORKS	WATER - LIBRARY	17.50
		WASTE MANAGEMENT	DUMPSTER - MAY '13	40.89
		ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS	93.97
			ELECTRICITY	538.35
			1001 W JEFFERSON - ELECTRI	13.40
			1001 W JEFFERSON - GAS	18.00
		IOWA WORKFORCE DEVELOPMENT	CONVEYANCE PERMIT FEE	50.00
		MCI MEGA PREFERRED	LONG DISTANCE	8.04
			TOTAL:	780.15
PARKS	GENERAL FUND	BARKER IMPLEMENT & MOTOR CO INC	OIL/PAINT FOR ZTRAK	112.50
		ELECTRICAL MATERIALS CO	FLUSH VALVE COVER	23.53
		FARM & HOME SUPPLY INC	SPRAYER	33.95
			SUPPLIES	89.99
			SUPPLIES	132.47
			SICKEL BAR	166.98
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY	474.17
		JERICO SERVICES INC	DUST CONTROL APPLICATION	1,092.50
		NAPA	DISC GRINDER & PADS	206.34
			BEARINGS FOR GANG MOWER	47.41
		RJ'S PORTABLES	CAMPGROUND	75.00
		TRUE VALUE HARDWARE & RENTAL	TIRE FOR 717A	99.99
			TOTAL:	2,554.83
RECREATION	GENERAL FUND	B M SALES	4 CASES LG ROLL TP	151.60
		WASTE MANAGEMENT	DUMPSTER - MAY '13	135.13
		SHELLY ROBINSON	EXTRA T-BALL SHIRTS	217.50
			EXTRA T-BALL SHIRTS	101.50
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY	137.30
		NAPA	TIRE CHANGING MACHINE	219.48
		RJ'S PORTABLES	PORT-A-POTTIES	225.00
			TOTAL:	1,187.51
CEMETERY	GENERAL FUND	WASTE MANAGEMENT	DUMPSTER - MAY '13	61.96
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY	163.53
		MCI MEGA PREFERRED	LONG DISTANCE	1.53
			TOTAL:	227.02
SWIMMING POOL	GENERAL FUND	ACCO	POOL TEST KIT-CALCIUM CHL	350.00
			CHLORINE	428.00
		AKIN BUILDING CENTER	POOL PAINT	189.47
		CENTRAL PLAINS ELECTRIC	RPR PUMP	883.95
		ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS	24.14
			ELECTRICITY	560.91
		PETTY CASH - RECREATION	LAMINATING	9.00
			TOTAL:	2,445.47
FINANCIAL ADMINISTRATN	GENERAL FUND	TAYLOR, MICHAEL	REIMBURSEMENT-CONFERENCE	312.68

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMERICAN BUSINESS PHONES	TECH ASSIST/M TAYLOR'S PHO	25.00
		BANKERS LEASING CO	COPIER LEASE - MAINTENANCE	238.30
		CRESTON PUBLISHING CO	2-DAY JOB AD	83.30
			LEGAL ADS/NOTICES - MAY '1	305.77
		HEARTLAND TECHNOLOGY SOLUTIONS	SERVER PROBLEMS/BACK-UP	431.25
			MONTHLY FIREWALL MGMT	129.00
		ALLIANT ENERGY-INT PWR&LGHT	1707 W ADAMS - ELEC/GAS	121.77
		IOWA LEAGUE OF CITIES	IACMA MEMBERSHIP 2013-14	150.00
		MCI MEGA PREFERRED	LONG DISTANCE	41.85
			LONG DISTANCE FAXES	1.42
		OFFICE DEPOT	BLACK TONER-MIKE PRINTER	69.98
		PETTY CASH - FINANCE	RECORDING FEES	31.00
		SHRED-IT USA - DES MOINES	1 - BAG SHRED	56.00
			TOTAL:	1,997.32
LEGAL SERVICES	GENERAL FUND	LYNCH DALLAS, P.C.	PROF SVCS - MAY '13	445.50
			TOTAL:	445.50
CITY HALL	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS	194.17
			ELECTRICITY	533.53
		INNOVATIVE INDUSTRIES INC	JANITORIAL SVC-MAY'13	380.00
		IOWA WORKFORCE DEVELOPMENT	CONVEYANCE PERMIT FEE	50.00
			TOTAL:	1,157.70
ROAD MAINTENANCE	ROAD USE TAX	FREIGHTLINER OF DES MOINES INC	RPR ON #39 TRUCK	507.43
		SNYDER TOWING	TOWING #39 TO DSM	600.00
		AKIN BUILDING CENTER	SOLID BLOCKS	171.72
			CONCRETE BLOCKS	112.50
		ALTEC INDUSTRIES INC	SWITCH	25.36
			BOOM TRUCK INSPECTION	625.00
		ARAMARK (LAUNDRY ACCTS)	LAUNDRY SERVICE	30.42
		CALHOUN-BURNS AND ASSOCIATES INC	2013 BRIDGE INSPECTIONS	1,350.00
		F&M BODY SHOP INC	TOWING #32	312.50
		GRIMES ASPHALT & PAVING CORP	8 TON COLD PATCH	1,073.10
		ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS	210.91
			ELECTRICITY	342.60
		INLAND TRUCK PARTS	RPLC FLYWHEEL/STARTER	1,690.10
		JERICO SERVICES INC	DUST CONTROL APPLICATION	997.50
		MCI MEGA PREFERRED	LONG DISTANCE	1.17
		SERVICE TECHS INC	SHARPEN CHAINS	16.00
			16" SAW BLADE	359.95
		AGRILAND FS INC	1078 G UNL @ 3.151	2,220.03
			1585 G DSL @ 3.371	5,343.04
		SCHILDBERG CONSTRUCTION COMPANY INC	REMAINDER OF PO #54460	424.55
			73.75 TON CLASS D ROCK	833.38
			43.92 TON CLASS D ROCK	496.31
			139.31 TON CLASS D ROCK	1,574.23
			22.55 TON CLASS D ROCK	254.82
			23.49 TON CLASS D ROCK	321.81
			7.37 TON CLASS D ROCK	100.23
			139.57 TON CLASS D ROCK	1,152.60
		TRANS-IOWA EQUIPMENT, INC.	BLOWER MOTOR-RESISTOR	319.35
		GREATER REGIONAL MEDICAL CENTER	HEPATITS IMMUNIZE - DINGMA	70.00
			TOTAL:	21,536.61
SNOW AND ICE CONTROL	ROAD USE TAX	UNION CO SECONDARY ROADS	ROAD SALT	1,636.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	1,636.94
ADMIN-STREETS(ENGINR)	ROAD USE TAX	ARC NEBRASKA	24" PLOTTER	3,175.00
			TOTAL:	3,175.00
SEL. FUNDING INSURANCE	PAYROLL TAX BENEFIT	AMERICAN ADMINIS-CLAIMS	INV CHECK RUN	7,813.98
		IOWA INDIV HEALTH BENEFIT REINSURANCE	ASSESSMENT PER IA CODE	2,830.93
		LA MAIR-MULOCK-CONDON CO.	EMPLOYEE BENEFITS SVC FEE	5,000.00
			TOTAL:	15,644.91
POLICE FORFEITURE	POLICE FORFEITURE	TRUE VALUE HARDWARE & RENTAL	DOG FOOD	28.99
			TOTAL:	28.99
MC KINLEY PARK RENOVAT	RESTRICTED GIFTS-M	KSIB-AM/FM	CAMPGROUND ADVERTISING	150.00
		THE EXCHANGE	CAMPGROUND ADVERTISING	132.00
			TOTAL:	282.00
SANITARY SEWER/WASTWTR	SEWER OPERATING FU	SIEH, MARLO	REIMBURSEMENT	500.00
		CENTRAL PUMP & MOTOR	REIMBURSEMENT	1,750.00
		CRESTON CITY WATER WORKS	OSAGE PUMP REPAIR	2,577.82
		WASTE MANAGEMENT	1/2 ONE CALLS - MAY '13	56.30
		ENVIRONMENTAL RESOURCE ASSOCIATES	DUMPSTER - MAY '13	75.14
		HAWKINS INC.	QTRLY AUDIT	270.77
		HD SUPPLY WATERWORKS LTD.	PUMP TUBE	40.10
			MANHOLE CASTING & LID	315.00
			SEWER MAIN FITTINGS	100.61
			SEWER MAIN FITTINGS	89.44
			SEWER MAIN FITTINGS	81.05
		HYGIENIC LABORATORY-AR	2-NH3'S, BOD'S	108.00
			2-BOD'S, NH3'S	108.00
			1-BOD; 1-TSS	410.00
			PLANT METALS	116.00
			2-NH3'S; BOD'S	36.00
			3-BOD'S, NH3'S, TSS, E-COLI	108.00
			2-NH3'S, BOD'S & 1-NIT	108.00
			2-BOD'S, NH3'S	72.00
			2-BOD'S, NH3'S	18.00
		ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS	1,172.36
		INDACOM ELECTRICAL SERVICE	ELECTRICITY	5,065.79
			SOUTH LIFT STATION-WIRING	350.00
		HYDRO-KLEAN	STARTERS & HEATERS	1,350.00
		MCI MEGA PREFERRED	CLEAN OSAGE LIFT STATION	1,985.00
		NAPA	LONG DISTANCE	2.90
			2 TIE DOWN STRAPS	47.96
			2 PIPE FITTINGS	66.27
		NUTRI-JECT SYSTEMS INC	DREDGE/CLEAN LAGOON	55,000.00
		PETTY CASH - SANITATION	MEAL	8.00
		UPS	POSTAGE	40.86
			POSTAGE	48.60
			TOTAL:	72,077.97
ANIMAL CONTROL	ANIMAL SHELTER *AG	CRESTON PUBLISHING CO	CARE ADS - MAY '13	169.47
		SOUTHERN HILLS VET SVC INC	TEST/VACCINATE 2 PND CATS	228.76
			TOTAL:	398.23

DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT

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

001	GENERAL FUND			81,211.15
110	ROAD USE TAX			26,348.55
112	PAYROLL TAX BENEFIT			15,644.91
120	POLICE FORFEITURE			28.99
166	RESTRICTED GIFTS-MCKNLY P			282.00
610	SEWER OPERATING FUND			72,077.97
953	ANIMAL SHELTER *AGENCY FU			398.23
GRAND TOTAL:				195,991.80

TOTAL PAGES: 5

CITY OF CRESTON
MANUAL CHECKS/DEBITS – PERIOD ENDING 06/18/13

NO DEPT ENTERED		
ELECTRONIC FEDERAL TAX	TAX DEPOSIT	17,733.03
TOTAL ADMINISTRATIVE SVC	FLEX	695.18
NO DEPT ENTERED	TOTAL	\$ 18,428.21

FINANCE DEPARTMENT		
SORENSEN STUDIOS	FREEDOM ROCK PROJ	1,000.00
ACCESS SYSTEMS	SERVER	10,000.00
FINANCE DEPARTMENT	TOTAL	\$ 11,000.00

SELF FUNDING INSURANCE		
TRISTAR BENEFIT (2)	INV CHECK RUN	12,970.50
SELF FUNDING INSURANCE	TOTAL	\$ 12,970.75

MANUAL CHECK/DEBITS TOTAL \$ 42,398.96



June 14, 2013

Mr. Mike Taylor
City Administrator
P.O. Box 449
116 W Adams
Creston, IA 50801-0499

Re: Airport Lighting Improvements
Creston Municipal Airport
AIP 3-19-0023-010
PN 4398.04

Dear Mike:

I have reviewed the bids received for the airport lighting improvements project. I have confirmed that Kimrey Electric is the low bidder and that they have complied with the bid requirements. I recommend that the Council award the construction contract to Kimrey Electric for the base bid plus alternate bid for the airport lighting improvements project in the amount of \$160,900.00, subject to receipt of a grant from the Federal Aviation Administration.

Please let me know if you have any questions or need any additional information.

Sincerely,

CLAPSADDLE-GARBER ASSOCIATES, INC.

William R. Grabe, P.E.
Chairman of the Board

RESOLUTION NO. _____

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND
COST FOR CONSTRUCTION FOR LIGHTING IMPROVEMENTS AT THE CRESTON
MUNICIPAL AIRPORT FOR THE CITY OF CRESTON, IOWA

WHEREAS these was placed on file in the office of the Clerk of the City of Creston, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for Construction of Lighting Improvements for the Creston Municipal Airport and that public notice of hearing on such plans, specifications and form of contract were duly published in time for hearing now before the Council; and

WHEREAS written objection to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CRESTON, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open Council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for the Construction of Lighting Improvements for the Creston Municipal Airport.

Passed this ____ day of June, 2013, and signed this ____ day of June, 2013.

By: _____
Mayor

Attest: _____
City Clerk

RESOLUTION NO. _____

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT,
CONTINGENT UPON THE RECEIPT AND EXECUTION OF GRANT AGREEMENT WITH
THE FEDERAL AVIATION ADMINISTRATION FOR THE CONSTRUCTION OF
LIGHTING IMPROVEMENTS AT THE CRESTON MUNICIPAL AIRPORT FOR THE CITY
OF CRESTON, IOWA

WHEREAS notice to bidders has been duly given as required by law for the AIRPORT LIGHTING IMPROVEMENTS PROJECT, for the City of Creston, as described in the plans and specifications; and

WHEREAS there has been filed with the City Clerk in response to the published notice six bid proposals for providing the specified improvements with the required bid bond accompanying each proposal; and

WHEREAS the bid from Kimrey Electric of Urbandale, Iowa is the best and lowest responsible bid for the designated public improvement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CRESTON, IOWA:

Section 1. That any irregularities associated with the submittal of bids for the Airport Lighting Improvements Project are hereby waived.

Section 2. That the bid from Kimrey Electric of Urbandale, Iowa is hereby accepted for the Airport Lighting Improvements Project as described in the plans and specifications, as previously ordered by the Council, and that the contract for the construction is now awarded subject to receipt and execution of a grant agreement with the Federal Aviation Administration, to said contractor in the amount of One Hundred Sixty Thousand Nine Hundred and 00/100 Dollars (\$160,900.00).

Section 3. The Mayor and Clerk of the City of Creston, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to.

Passed this ____ day of June, 2013, and signed this ____ day of June, 2013.

By: _____
Mayor

Attest: _____
City Clerk

Bid Tabulation
Lighting Improvements
Creston Municipal Airport - Creston, IA ~ Bid Date: 6/12/13 2:00 pm

Bidder Address Check or Bid Bond	Quantity	Unit	Description	Engineer's Opinion of Probable Construction Cost		Kirmey Electric Urbandale 5% Bid Bond		Voltmer, Inc. Decorah 5% Bid Bond		Dickinson Co. Oskatoosa 5% Bid Bond	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID											
1.	1	LS	Safety Plan Compliance Document	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$450.00	\$450.00	\$3,500.00	\$3,500.00
2.	1	LS	GSP and SPCA Compliance	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$450.00	\$450.00	\$750.00	\$750.00
3.	1	LS	Mobilization	\$9,250.00	\$9,250.00	\$6,000.00	\$6,000.00	\$5,800.00	\$5,800.00	\$5,000.00	\$5,000.00
4.	12,550	LF	#8, 5KV, 7 Strand, Type C Cable	\$2.00	\$25,100.00	\$1.20	\$15,060.00	\$1.00	\$12,550.00	\$1.00	\$12,550.00
5.	12,300	LF	#6 Bare Counterpoise Wire, Installed in Trench	\$1.50	\$18,450.00	\$1.70	\$20,910.00	\$1.10	\$13,530.00	\$1.65	\$20,295.00
6.	1	LS	Connection of Runway/Taxiway Series Circuit	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
7.	10,800	LF	1-Way, 2 Inch Schedule 40 PVC Conduit, DEB	\$3.00	\$32,400.00	\$2.50	\$27,000.00	\$2.50	\$27,000.00	\$2.75	\$29,700.00
8.	200	LF	2-Way, 2 Inch Schedule 40 PVC Conduit, DEB	\$3.00	\$600.00	\$7.00	\$1,400.00	\$7.00	\$1,400.00	\$5.00	\$1,000.00
9.	0	LF	Not Used in Base Bid	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10.	100	LF	L-861 MIRL, Base Mounted Runway Edge Light	\$15.00	\$1,500.00	\$16.00	\$1,600.00	\$26.00	\$2,600.00	\$30.00	\$3,000.00
11.	47	EA	L-861T MITL, Base Mounted Runway Edge Light	\$1,250.00	\$58,750.00	\$740.00	\$34,780.00	\$830.00	\$39,010.00	\$798.00	\$37,506.00
12.	22	EA	L-861T MITL, Base Mounted Taxiway Edge Light	\$1,000.00	\$22,000.00	\$730.00	\$16,060.00	\$815.00	\$17,930.00	\$798.00	\$17,556.00
13.	16	EA	L-861E MIRL, Base Mounted Runway Threshold/End Light	\$1,250.00	\$20,000.00	\$740.00	\$11,840.00	\$845.00	\$13,520.00	\$825.00	\$13,200.00
14.	2	EA	L-867D, Electrical Handhole	\$800.00	\$1,600.00	\$600.00	\$1,200.00	\$740.00	\$1,480.00	\$900.00	\$1,800.00
15.	1	LS	Spare Parts	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$670.00	\$670.00	\$900.00	\$900.00
16.	1	LS	Demolition and Removal of Existing Lighting Systems	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
17.	1	LS	Connection of Voltage Trigger to Existing REILS	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
18.	1	LS	Pavement Removal and Replacement	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$6,600.00	\$6,600.00	\$8,000.00	\$8,000.00
TOTAL BASE BID					\$206,850.00		\$147,850.00		\$149,990.00		\$160,757.00
DBE PARTICIPATION							2.88%		4.30%		3.11%

BASE BID PLUS ALTERNATE BID											
Bidder Address Check or Bid Bond	Quantity	Unit	Description	Engineer's Opinion of Probable Construction Cost		Kirmey Electric Urbandale 5% Bid Bond		Voltmer, Inc. Decorah 5% Bid Bond		Dickinson Co. Oskatoosa 5% Bid Bond	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID PLUS ALTERNATE BID											
1.	1	LS	Safety Plan Compliance Document	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$450.00	\$450.00	\$3,500.00	\$3,500.00
2.	1	LS	GSP and SPCA Compliance	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$450.00	\$450.00	\$750.00	\$750.00
3.	1	LS	Mobilization	\$15,350.00	\$15,350.00	\$6,000.00	\$6,000.00	\$5,800.00	\$5,800.00	\$5,000.00	\$5,000.00
4.	13,550	LF	#8, 5KV, 7 Strand, Type C Cable	\$2.00	\$27,100.00	\$1.20	\$16,260.00	\$1.00	\$13,550.00	\$1.00	\$13,550.00
5.	12,800	LF	#6 Bare Counterpoise Wire, Installed in Trench	\$1.50	\$19,200.00	\$1.70	\$21,760.00	\$1.10	\$14,080.00	\$1.65	\$21,120.00
6.	1	LS	Connection of Runway/Taxiway Series Circuit	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
7.	10,800	LF	1-Way, 2 Inch Schedule 40 PVC Conduit, DEB	\$3.00	\$32,400.00	\$2.50	\$27,000.00	\$2.50	\$27,000.00	\$2.75	\$29,700.00
8.	200	LF	2-Way, 2 Inch Schedule 40 PVC Conduit, DEB	\$3.00	\$600.00	\$7.00	\$1,400.00	\$7.00	\$1,400.00	\$5.00	\$1,000.00
9.	1,000	LF	3 Inch Schedule 40 PVC Conduit, DEB	\$3.00	\$3,000.00	\$8.00	\$8,000.00	\$8.00	\$8,000.00	\$6.00	\$6,000.00
10.	150	LF	1 or 2 Way, 2 Inch HDPE Conduit, Directionally Bored	\$15.00	\$2,250.00	\$16.00	\$2,400.00	\$23.00	\$3,450.00	\$30.00	\$4,500.00
11.	47	EA	L-861 MIRL, Base Mounted Runway Edge Light	\$1,250.00	\$58,750.00	\$740.00	\$34,780.00	\$830.00	\$39,010.00	\$798.00	\$37,506.00
12.	22	EA	L-861T MITL, Base Mounted Taxiway Edge Light	\$1,000.00	\$22,000.00	\$730.00	\$16,060.00	\$815.00	\$17,930.00	\$798.00	\$17,556.00
13.	16	EA	L-861E MIRL, Base Mounted Runway Threshold/End Light	\$1,250.00	\$20,000.00	\$740.00	\$11,840.00	\$845.00	\$13,520.00	\$825.00	\$13,200.00
14.	6	EA	L-867D, Electrical Handhole	\$1,500.00	\$9,000.00	\$600.00	\$3,600.00	\$740.00	\$4,440.00	\$900.00	\$5,400.00
15.	1	LS	Spare Parts	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$670.00	\$670.00	\$900.00	\$900.00
16.	1	LS	Demolition and Removal of Existing Lighting Systems	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
17.	1	LS	Connection of Voltage Trigger to Existing REILS	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
18.	1	LS	Pavement Removal and Replacement	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$6,600.00	\$6,600.00	\$8,000.00	\$8,000.00
TOTAL BASE BID PLUS ALTERNATE BID					\$228,850.00		\$160,900.00		\$162,950.00		\$176,682.00
DBE PARTICIPATION							2.64%		3.96%		2.83%

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING SUBMISSION OF AN APPLICATION TO THE FEDERAL AVIATION ADMINISTRATION FOR A PROJECT TO CONSTRUCT LIGHTING IMPROVEMENTS FOR THE CRESTON AIRPORT.

WHEREAS, the City of Creston, Iowa has authorized the preparation of plans and specifications and the taking of bids for the project to construct Lighting Improvements at the Creston Municipal Airport (the "Project"); and

WHEREAS, a grant in aid from the Federal Aviation Administration is anticipated for 90% of the eligible project costs; and

WHEREAS, it is necessary to submit an application to the Federal Aviation Administration for their participation in the project costs:

NOW, THEREFORE, Be It Resolved by the City Council of the City of Creston, Iowa, that the application for said Project is hereby approved and the Mayor is authorized to sign and submit said application on behalf of the City of Creston.

Passed this ____ day of June, 2013, and signed this ____ day of June, 2013.

By: _____
Mayor

Attest: _____
City Clerk

CONTRACT FOR SERVICES

This AGREEMENT made and entered into this ____ day of June, 2013, 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, 2013;
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 four (4) buildings excluded are, the red Storage building, the Terminal building, the snow removal equipment 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, 2014. 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, 2013

WEST AVIATION, INC.

CITY OF CRESTON

Larry West, Owner

Warren Woods, Mayor

AIRPORT COMMISSION:

Duane Osmun, Chair



COMMUNITY ANNUAL PARTNERSHIP ASSESSMENT (CAPA)

CRESTON, IOWA

January 2012

Economic Development Support (2012) - \$1,000.00

- Assist in the economic development efforts in the community through program support of the Union County Development Corporation.
- Support site location and existing industry through support of LOIS database and Synchronist

Community Support (2012) - \$1,393.00

- Assisted Creston and the surrounding area through annual support of the Chamber and through contributions to various events and programs through local dollars and the Alliant Energy Foundation

Environmental Partnership Program Support (2012) - \$15,000.00

- Branching Out/Trees Forever and Operation Relief are opportunities for participation

Energy Efficiency Community Participation and Impacts (2012)

Description		CO2 Emissions Metric Tons/Year	Equivalent: Vehicles	Equivalent: Acres of Forest	Equivalent: Barrels of Oil
Number of Rebates	1,502				
Customer Rebate Incentives	\$219,160.00				
Annual kWh Impact	827,670 kWh	1,385 metric tons	272 vehicles	295 acres	3,222 barrels
Annual Therm Impact	29,456therms	579 metric tons	114 vehicles	123 acres	1,347 barrels

Community Infrastructure Investment (2012) - \$268,390.00

- Electrical Infrastructure Investment - \$283,194.00
- Natural Gas Infrastructure Investment - \$85,196.00

Creston and Union County Property Taxes (2012)

- Creston - \$244,988.00
- Union County - \$397,400.00

Employment

- The Creston operating facility employs 21 people from the area

Please visit www.alliantenergy.com/iowacommunities to learn more about Alliant Energy's community programs and services.



28E AGREEMENT BETWEEN THE CITY OF CRESTON, IOWA AND THE COUNTY OF UNION, IOWA

THIS AGREEMENT, made and entered into by and between Union County, Iowa, (which hereinafter may be referred to as "Union County" or "County") and the City of Creston, Iowa (which hereinafter may be referred to as "Creston" or "City"), in accordance with provisions of Chapter 28E, Code of Iowa, 2012. The purpose of this agreement shall be to provide joint exercise of the respective powers of the County and the City hereto in connection with the joint maintenance of certain roads and rights-of-way which are under the jurisdiction by both the County and the City. This agreement shall become binding upon each party after approval by the City Council of Creston and the Board of Supervisors of Union County. This document shall supersede any and all other documents pertaining to mutual agreement between Creston and Union County for joint maintenance of certain roads and rights-of-way.

WITNESSETH:

WHEREAS, there are certain existing and corporate line roadways and rights-of-way and new roadways and rights-of-way within areas surrounded by and included in the corporate boundaries of the City and are presently being maintained by Union County; and

WHEREAS, under Chapter 28E of the Code of Iowa, 2012, the County Board of Supervisors for Union County, as a public agency, may enter into an agreement with the City of Creston, another public agency, to provide services to the mutual advantage of both agencies; and

WHEREAS, there may be existing agreements between the County and City in accordance with provisions of Chapter 28E, Code of Iowa, providing for the joint maintenance and servicing of certain corporate line roads within Union County, Iowa, and;

WHEREAS, due to the changing character of certain roads by development of adjacent properties, the County and City desire to execute a revised Agreement under the provisions of Chapter 28E, Code of Iowa, 2012, to provide for roadway and rights-of-way maintenance and services of existing and new corporate boundary roadways within and adjoining the City and within Union County.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. Termination of Existing Agreements. Any existing agreement between Union County, Iowa, and the City of Creston, Iowa, established in accordance with provisions of Chapter 28E, Code of Iowa, and approved by the Union County Board of Supervisors and the City Council of the City of Creston providing for the joint maintenance by the County and City of certain common roadways all within Union County, Iowa, is herewith terminated and shall no longer be in effect upon the approval and acceptance of this agreement as provided herein.
2. Roadways to be Maintained by the City of Creston. Except as limited by the provisions of Paragraph 4 hereof, the City of Creston shall perform all normal maintenance of the roadways that are listed in this paragraph including all minor roadway surface and shoulder repair, roadside mowing, dust control, ice and snow removal, driveway permitting, and all traffic control related functions in accordance with the Manual on Uniform Traffic Control Devices, including signing, traffic markings, signalization, necessary street lighting, traffic aids and determination of speed limits and their boundaries. The City will be responsible for normal maintenance of only that portion of the untraveled roadway right-of-way that lies within the corporate limits and the maintenance activities are to be conducted in accordance with current City policies.

Cottonwood Street from Adams Street to Iowa Highway 25 (West Townline Street).

Patt Street from Smith Street to South Lincoln Street.

Industrial Parkway from US Highway 34 to East Adams Street.

3. Roadways to be maintained by Union County. Except as limited by the provisions of Paragraph 4 hereof, Union County shall perform all normal maintenance of the roadways that are listed in this paragraph including all minor roadway surface and shoulder repair, roadside mowing, dust control, ice and snow removal, driveway permitting, and all traffic control related functions in accordance with the Manual on Uniform Traffic Control Devices, including signing, traffic markings, signalization, necessary street lighting, traffic aids and determination of speed limits and their boundaries. The County will be responsible for normal maintenance of only that portion of the untraveled roadway right-of-way that lies outside the corporate limits of Creston and the maintenance activities shall be in accordance with current Union County policies.

Cromwell Road (H33) from US Highway 34 to the West Corporate Limits of Creston.

East Adams Street from Industrial Parkway to Osage Street.

Osage Street from East Adams Street to East Townline Street (160th Street).

East Townline Street from the intersection of Townline St. and Osage St. west to the point that the Creston Corporate limits extend northerly from Townline St.

North Lincoln Street (P27) from Academic Avenue to the North Corporate Limit of Creston – Ice and Snow Removal Only

4. Any major construction or reconstruction within the public right-of-way of any road listed in this agreement, including major construction or reconstruction of roadway paving and parking, shall be accomplished by mutual agreement between the City and County. Major construction or reconstruction shall include replacement and reconstruction of greater than fifty (50) square yards of contiguous or proximate pavement, pavement resurfacing one (1) inch in thickness or greater, or aggregate placement of more than 200 tons per year.
5. The terms of the agreement shall be perpetual; provided, however, this agreement may be terminated at any time by a resolution of the Union County Board of Supervisors or the Creston City Council by giving ninety (90) days written notice of such intention to terminate. Notice of such termination shall be served by registered mail to the principal meeting place of the other agency.
6. Each public agency shall be solely liable for any legitimate claim for damages filed that pertains to the services performed by that agency as outlined above.
7. The costs for performing the duties outlined above shall be borne by the agency performing the service. Each party shall finance its costs in such a manner as permitted by law and as shall be determined by its respective City Council and County Board of Supervisors. Both parties agree to cooperate to the extent necessary to fully comply with all laws applicable to the financing of and contracting for any work or activity contemplated by this agreement.
8. The parties hereunto shall approve this agreement by resolution of both the Union County Board of Supervisors and the City Council of Creston which shall authorize the execution of this agreement. It will then be filed in the office of the Iowa Secretary of State and the Recorder of Union County, Iowa, in accordance with Chapter 28E, Code of Iowa, 2012. This agreement shall become effective when recorded in the Union County Recorder's office and shall remain in effect until terminated as provided herein. The termination of this agreement shall not relieve either party of any obligation or liability arising during the term of the agreement.

9. This is the entire agreement between the parties and it may be amended only in writing, signed by authorized representatives of both parties.
10. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.
11. If any portion of this agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this agreement shall continue to be in full force and effect.
12. Each party agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands, for the purpose herein expressed.

UNION COUNTY, IOWA

CITY OF CRESTON, IOWA

Board of Supervisors

Passed and Approved the
_____ day of _____, 2013.

Passed and Approved the
_____ day of _____, 2013.

Ronald J. Riley, Chairperson

Warren Woods, Mayor

Lois Monday, Member

ATTEST:

Dennis Brown, Member

Lisa Williamson, City Clerk

RESOLUTION NO. ??? – 13

RESOLUTION TO SPECIAL ASSESS NUISANCE ABATEMENT CHARGES DUE TO NON-PAYMENT BY PROPERTY OWNERS:

WHEREAS, the Creston City Council was presented with an estimate and a list of mowing nuisance abatements for the Summer of 2013, and;

WHEREAS, the City's Mowing Ordinance is advertised in the local newspaper and posted each season, and;

WHEREAS, if the length of vegetation is 12 inches or taller by the 1st and the 15th of each month, May through October, the City may mow said properties and charge the property owners, and;

WHEREAS, the City Administrator ordered the nuisances abated, and;

WHEREAS, the City Clerk billed the property owners and the City was never paid.

BE AND IT IS HEREBY RESOLVED that the Creston City Council approves that the charges shall be collected in the same manner as general property taxes for the properties legally described as –

501 N Walnut – Lot 50, Block 1, Swigart's 1 st ; Parcel #24010-450-051-00	\$175.00
505 N Birch – Lot 86, Swigart's 1 st ; Parcel #24010-450-086-00	\$137.50
415 N Jarvis – S 4 Ft Lot 64, All Lot 65 and N 10 Ft Lot 66, Railroad Addition; Parcel #24010-560-056-75	\$175.00
908 W Adair – Lot 23, West Creston, Sec. C; Parcel #24010-360-019-00	\$175.00
318 N Division – N 65 Ft Lot 1, West Creston, Sec. A; Parcel #24010-340-002-00	\$175.00
610 W Mills – Lot 91, West Creston, Sec. A; Parcel #24010-340-095-00	\$137.50
217 Peterson – Lot 137, West Creston, Sec. C; Parcel #24010-360-119-00	\$175.00

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

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

**COMMUNITY DEVELOPMENT BLOCK GRANT
REQUEST FOR PAYMENT - Housing**

Recipient: City of Creston
 Contract Number: 09-HSG-022
 Report Number: 14 - FINAL
 Period Ending: 06/15/13

ACTIVITY CODE/TITLE	Federal CDBG Budget	CURRENT EXPENDITURES			TOTAL
		Expended Since Last Report	Less Program Income Applied	CDBG Reimbursable	CDBG Requested to Date
97 Rehabilitation	\$300,000	\$15,273			\$213,910
0181 ADMIN	\$20,000	\$5,800			\$20,000
TOTALS	\$320,000	\$21,073			\$233,910
Less: IDED Funds Received					\$212,837
Less: IDED Payments Pending					\$0
NET REQUEST					\$21,073

LOCAL FINANCIAL INFORMATION				List of Addresses requesting funds:	
ACTIVITY CODE	Current Budget	Expended Since Last Report	Expended to Date	General Administration	
97-Rehabilitation	\$24,000	\$0	\$18,000	Technical Services	\$5,800.00
				Lead Administration	\$8,125.00
				Interest on Line of Credit	\$148.00
TOTAL	\$24,000	\$0	\$18,000	Total	\$21,073

Attach supporting documentation to the back of this form

STATE OF IOWA

GAX

BUDGET FY		General Accounting Expenditure						DOCUMENT NUMBER								
FY 13		DATE 6/15/13		ACCTG PERIOD (mm/yy) 06/13												
VENDOR CODE				AGENCY NAME												
VENDOR NAME AND ADDRESS City of Creston City Hall 116 W. Adams St. - PO Box 449 Creston, IA 50801				BILL TO ADDRESS (ORDERING AGENCY) Iowa Economic Development Authority 200 E. Grand Ave. Des Moines, Iowa 50309			SHIP TO ADDRESS									
TERMS		FOB		ORDER APPROVED BY			GOODS RECEIVED/SERVICES PERFORMED									
QUANTITY		VENDOR'S INVOICE NUMBER Report Number: 14 - Final			DATE		INITIALS									
ORDERED	RECEIVED	UNIT OF MEASURE	Request for Payment under CDBG Housing Contract Number: 09-HSG-022				UNIT PRICE	TOTAL PRICE								
								\$21,073.00								
DOCUMENT TOTAL							\$21,073.00									
CLAIMANT'S CERTIFICATION					AGENCY CERTIFICATION											
I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID.					I CERTIFY THAT THE ABOVE EXPENSE WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY:											
DATE		TITLE		CODE OR CHAPTER SECTION(S)												
06/18/13		Mayor														
CLAIMANT'S SIGNATURE					AUTHORIZED SIGNATURE											
THE FOLLOWING FIELDS ARE FOR STATE ACCOUNTING USE ONLY																
DOC TYPE (GAX) GAX	DOC NUMBER	DOC DATE	ACCTG PRD	BUDGET FY	ACTION NEW/MD	PO SHIP INSTR	GAX TYPE	INT IND	INT SELLER FUND	INT SELLER AGENCY						
VENDOR CODE 0	ADDR OVERRIDE	F/A INDICATOR	EFT IND Y	TEXT -po's only (Y/N)	TEXT (po's only)											
REF DOC TYPE	REF DOC NUMBER	REF DOC LINE	COM LN	VEND INVOICE #	COMMODITY CODE	GS CONTRACT										
LINE	FUND	AGCY	ORG	SUB ORG	ACTV	FUNC	OBJT	SUB OBJT	JOB NUMBER	REP CAT	QUANTITY / UNITS	UD	DESCRIPTION	AMOUNT	ID	PF
01	0340	288	4810				4125									
02																
03																
04																
05																
06																
07																
DOCUMENT TOTAL													0.00			

GAX

WARRANT #

AUDITED BY

[]

PAID DATE

[]



Creston: Arts Corps

Wants You!

Creston: Arts Corps Wants You!

Creston: Arts Corps is a membership organization of Art minded people, families, and businesses that want to support Creston: Arts in its goal to provide a vehicle for coordination, advancement, promotion, and administration of all phases of the arts in Creston and the surrounding area.

Support for Creston: Arts can take many forms: monetary, volunteer, or in-kind services. Creston: Arts Corps is here to coordinate support and provide funding for art programming in our area.

With a small annual donation, Creston: Arts can continue to operate a Public Art Gallery in the Restored Creston Depot and provide art programming for events like Family Fun Night or the Public Library.

We need volunteers for our gallery and our programs, and joining Creston: Arts Corps will keep you updated on our projects and volunteer opportunities.

Individual	\$7 per year
Artist/ Student	\$4 per year
Family	\$15 per year
Business	\$50 per year

you get:

1. a bi-annual email newsletter
2. a Creston: Arts poster of your choice
3. an invitation to each gallery opening and events
4. Creston: Arts tattoos
5. Art in your community!
6. discount on merchandise

Yes! Sign me up for the Creston: Arts Corps!

Name: _____

email: _____

address: _____

phone: _____ text ok yes[] no []

Arts Interest: _____

Annual suggested donation:

- [] \$7 Individual
[] \$4 Artist/ student
[] \$15 Family
[] \$50 Business
[] My business can help with services or items: _____

Individual volunteer: I am interested in helping Creston: Arts with my time.
I can volunteer a few hours*: per day;
 per week;
 per month;
 per year

*If you check this, thanks! Someone will contact you about availability.