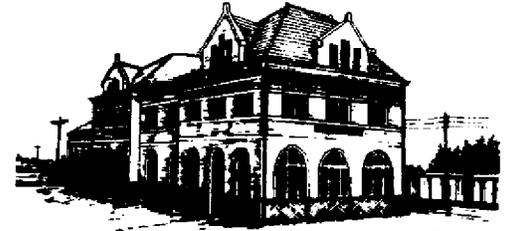


City of
CRESTON, IOWA

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, Betty Shelton, Marsha Wilson, Larry Wagner, Terri Koets, 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
WEDNESDAY, January 2, 2013
5:15 p.m.
12/28/2012 1:40 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 20, 2012 – Regular Meeting
 2. **Claims and Fund Transfers:**
 - i. Total Claims - \$114,781.85
 - ii. Fund Transfers - \$92,979.23
 3. **Liquor Licenses/Permits:** Hayes Concession Service – Class C Liquor License renewal with Catering Privilege, Outdoor Service and 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. Resolution providing for surety bond/blanket position bond for City Officers and employees as may be necessary and advisable
 2. Public Hearing to confirm prior conveyance of City-owned property located at 801 W. Jefferson to Habitat for Humanity and terms thereof for \$1.00 and execution of a corrective quit claim deed
 3. Resolution authorizing execution of transference of a Corrective Quit Claim Deed for property purchased from the City by Habitat for Humanity for \$1.00
 4. Motion to Establish Third and Final Reading on Ordinance No. 13-143 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO ADOPTION OF THE 2011 NATIONAL ELECTRIC CODE
 5. Motion to Establish Third and Final Reading on Ordinance No. 13-144 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996,

BY AMENDING PROVISIONS PERTAINING TO LICENSING OF ELECTRICAL CONTRACTORS

6. Motion to Establish Third and Final Reading on Ordinance No. 13-145 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO ADOPTION OF THE 2012 INTERNATIONAL MECHANICAL CODE AND THE 2012 UNIFORM PLUMBING CODE
 7. Motion to Establish Third and Final Reading on Ordinance No. 13-146 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO LICENSING OF PLUMBING AND MECHANICAL CONTRACTORS
 8. Motion to Establish Third and Final Reading on Ordinance No. 13-147 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO ADOPTION OF THE 2012 INTERNATIONAL BUILDING CODE AND THE 2012 INTERNATIONAL RESIDENTIAL CODE
 9. Resolution to remove the house and barn at 1707 W Adams and allow City Administrator to determine the most economical method
 10. Resolution to submit Cottonwood Subdivision Phase I to Planning & Zoning Board for approval
 11. Resolution to approve an Agreement for Professional Services with Allender Butzke Engineers, Inc., for Geotechnical Engineering Services in the Cottonwood Subdivision
- 8. Other**
1. Mayor to appoint Covenant Committee for Cottonwood Subdivision
- 9. Adjournment**

REGULAR MEETING OF THE CRESTON CITY COUNCIL DECEMBER 18, 2012

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

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

Mayor Woods made a correction to the minutes of the December 4, 2012, Council Meeting. The last word, "approval," on the third page needs changed to "review."

Wilson moved seconded by White to approve the consent agenda, which included approval of minutes of December 4, 2012, regular meeting, as corrected; claims of \$259,018.82 and fund transfers of \$5,000.00; liquor license refunds to Kum & Go for Stores #500 & #501, and liquor license renewal for American Legion. All voted aye. Shelton was absent. Motion declared carried.

No one spoke during Public Forum.

Mayor Woods recognized Dennis Bailey and presented him with a plaque in appreciation for his 35 years of outstanding service on the City of Creston Water Works Board of Trustees.

Wagner moved seconded by Wilson to change the date and time of the first Council Meeting of 2013 to Wednesday, January 2nd, at 5:15 p.m. All voted aye. Shelton was absent. Motion declared carried.

Chief Ver Meer introduced Ryan Maitlen to Council, as the newest Police Officer for the City of Creston.

A resolution was offered by Wagner seconded by Wilson to approve the hiring of Ryan Maitlen as Police Officer and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Koets, Wagner and Wilson voted aye. Shelton was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Winborn to approve the appointment of Val Allen to the City of Creston Water Works Board of Trustees and authorize the Mayor and Clerk to execute the proper documentation. White, Loudon, Koets, Wagner, Wilson and Winborn voted aye. Shelton was absent. Resolution declared passed.

Mayor Woods announced that now is the time for a Public Hearing on the matter of the proposed sale of City-owned property located at 505 N. Elm to Kate Guter for \$68,000 as part of the Neighborhood Stabilization Program. He asked if anyone wished to speak in favor of the sale; Melvin Scadden did. He asked if there was any written correspondence in favor of the sale; there was none. He asked if anyone wished to speak against the sale; no one

did. He asked if there was any written correspondence against the sale; there was none. Mayor Woods then called the Public Hearing to a close.

A resolution was offered by White seconded by Wilson to approve the sale of City-owned real estate located at 505 N. Elm to Kate Guter for \$68,000 as part of the Neighborhood Stabilization Program and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Koets, Wagner and Wilson voted aye. Shelton was absent. Resolution declared passed.

A resolution was offered by Wagner seconded by Wilson to set a Public Hearing for January 2, 2013, at 5:15 p.m. to confirm prior conveyance of City-owned property located at 801 W. Jefferson to Habitat for Humanity with terms thereof for \$1.00 and execution of a corrective quit claim deed and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Koets, Wagner and Wilson voted aye. Shelton was absent. Resolution declared passed.

Wilson moved seconded by Loudon to Establish the Second Reading of Ordinance No. 13-143 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO ADOPTION OF THE 2011 NATIONAL ELECTRIC CODE. Koets, Wagner, Wilson, Winborn, White and Loudon voted aye. Shelton was absent. Second Reading declared Established.

Wilson moved seconded by White to Establish the Second Reading of Ordinance No. 13-144 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO LICENSING OF ELECTRICAL CONTRACTORS. Loudon, Koets, Wagner, Wilson, Winborn and White voted aye. Shelton was absent. Second Reading declared Established.

Wilson moved seconded by White to Establish the Second Reading of Ordinance No. 13-145 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO ADOPTION OF THE 2012 INTERNATIONAL MECHANICAL CODE AND THE 2012 UNIFORM PLUMBING CODE. Loudon, Koets, Wagner, Wilson, Winborn and White voted aye. Shelton was absent. Second Reading declared Established.

Wilson moved seconded by White to Establish the Second Reading of Ordinance No. 13-146 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO LICENSING OF PLUMBING AND MECHANICAL CONTRACTORS. Loudon, Koets, Wagner, Wilson, Winborn and White voted aye. Shelton was absent. Second Reading declared Established.

Wilson moved seconded by Loudon to Establish the Second Reading of Ordinance No. 13-147 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO ADOPTION OF THE 2012 INTERNATIONAL BUILDING CODE AND THE 2012 INTERNATIONAL RESIDENTIAL CODE. Koets, Wagner, Wilson, Winborn, White and Loudon voted aye. Shelton was absent. Second Reading declared Established.

A resolution was offered by Wilson seconded by Loudon to special assess unpaid mowing nuisances and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wagner, Wilson, Winborn, White and Loudon voted aye. Shelton was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by White to special assess unpaid street repairs and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Koets, Wagner, Wilson, Winborn and White voted aye. Shelton was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Winborn to approve payment of \$59.37 to Habitat for Humanity for the NSP House Project at 801 W. Jefferson and authorize the Mayor and Clerk to execute the proper documentation. White, Loudon, Koets, Wagner, Wilson and Winborn voted aye. Shelton was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by White to approve an Engineering Services Agreement with Clapsaddle-Garber Associates, Inc. for the Airport Lighting Improvements Project and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Koets, Wagner, Wilson, Winborn and White voted aye. Shelton was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Loudon to approve the Airport Layout Plan (ALP) required by the FAA and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wagner, Wilson, Winborn, White and Loudon voted aye. Shelton was absent. Resolution declared passed.

A resolution was offered by Koets seconded by Winborn to approve the Airport Capital Improvement Program (CIP) and Pre-Application Package for FY 2014 and authorize the Mayor and Clerk to execute the proper documentation. White, Loudon, Koets, Wagner, Wilson and Winborn voted aye. Shelton was absent. Resolution declared passed.

A resolution was offered by Wagner seconded by Loudon to approve the Engineer's Statement of Completion on the Airport Entrance Road Improvement Project and Payment Estimate #3 (final) of \$56,706.51 to Feldhacker Contracting and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wagner, Wilson, Winborn, White and Loudon voted aye. Shelton was absent. Resolution declared passed.

John Kawa, Chairperson for the Creston Park & Recreation Board, provided Council with a letter from the Board requesting that the City keep the "Taylor House," located at 1707 W. Adams Street and incorporate it into the Assistant Park & Recreation Director's salary package so they would have someone living right there for ease of locking up things at night and doing their daily rounds of the camp grounds, as they believe it would be advantageous to the park.

Council went into a work session regarding the Cottonwood Subdivision. Austin Smith, Garden & Associates Engineer, gave a presentation to Council with updated probable construction costs, which includes storm sewers, sanitary sewers, lift station and sump pump lines. Smith reviewed the possibility of construction in phases and proposed starting construction at the south end first.

Smith stated that a decision on the "Taylor House" needs to be finalized before construction plans will be completed. Plans can incorporate whatever Council decides.

UCDA Representatives noted they would help the City any way possible.

Wagner moved seconded by Wilson to adjourn the meeting. All voted aye. Shelton was absent. Motion declared carried. Council adjourned at 7:12 p.m.

Mayor

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUM-JAN'12	2,622.46
			TOTAL:	2,622.46
FIRE PROTECTION	GENERAL FUND	ILLOWA COMMUNICATIONS	RADIO ANTENNA	12.50
			RADIO HOLSTER	66.26
		BROKEN ARROW T-SHIRT PRINTING/EMBROIDE	ACADEMY PACKAGE	239.22
		CITY OF CARROLL	DRUG LAB FEES	100.00
		HEARTLAND TIRE & AUTO	RPR ON #19-RIMS/ALIGN	176.95
			MOUNT/BALANCE SNOW TIRES	28.00
		STANARD & ASSOCIATES INC	20-NDS TEST	375.00
		UPS	POSTAGE	10.24
			TOTAL:	1,010.17
FIRE PROTECTION	GENERAL FUND	ALL FLAGS, LLC	2-STATE OF IOWA FLAGS	31.54
		GRAINGER	2-DOOR OPENER REMOTES	91.36
		NAPA	BRACKET-PLUG IN	13.98
			TOTAL:	136.88
BUILDING & HSNG SAFETY	GENERAL FUND	FASTENAL	SPOTLIGHT	78.38
			TOTAL:	78.38
ANIMAL CONTROL	GENERAL FUND	FARM & HOME SUPPLY INC	PULLEY-LINKS	9.59
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC-ANIMAL POUND	176.40
		WAL-MART COMMUNITY	5-BAGS CAT LITTER	16.90
			TOTAL:	202.89
AIRPORT	GENERAL FUND	CLAPSADDLE-GARBER ASSOCIATES INC	ENG SVCS-AIRPORT ROAD	3,290.00
		ALLIANT ENERGY-INT PWR&LGHT	1945 S CHERRY ST GARAGE	53.53
		SIRWA	WATER-AIRPORT	33.00
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17
			TOTAL:	4,730.70
LIBRARY SERVICES	GENERAL FUND	COPY SYSTEMS INC	COPIER	1,116.00
		ASSOCIATION FOR RURAL & SMALL LIBRARIE	ANNUAL MEMBERSHIP	39.00
		AFTON STAR ENTERPRISE	ANNUAL SUBSCRIPTION	24.50
		INGRAM	BOOK	15.52
		ECHO GROUP INC	BALLAST	12.56
		IOWA LIBRARY ASSOCIATION	MEMBERSHIPS	280.00
		OFFICE DEPOT	2-TONERS	287.94
		PETTY CASH - FINANCE	#1393-NSF CHECK	9.20
		QUALITY GLASS COMPANY	RPR 2 WINDOWS-LINCOLN SCH	153.32
		WAL-MART COMMUNITY	LIGHT BULBS-PAPER BAGS	46.38
			TOTAL:	1,984.42
PARKS	GENERAL FUND	ADVANCED AG LLC	1 CASE TORDON	181.80
		ALL FLAGS, LLC	6-STATE OF IOWA FLAG	94.62
		CRESTON CITY WATER WORKS	WATER-HISTORICAL COMPLEX	9.07
		GRAPHIC DISPLAYS	SAFETY SIGNS-TRASH SIGNS	65.00
		ALLIANT ENERGY-INT PWR&LGHT	MCKINLEY PARK VFW/FLAGS	174.63
			600 MCKINLEY ST BAND SHELL	18.14
			MCKINLEY CAMPGROUND	50.63
		NAPA	AIR FILTER	27.70
			TOTAL:	621.59
MAINTENANCE	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	600 MCKINLEY PARK SEC LIGH	12.06
			TOTAL:	12.06

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
CEMETERY	GENERAL FUND	SIRWA	WATER-CEMETERY	33.00			
			TOTAL:	33.00			
SWIMMING POOL	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-POOL	9.07			
			TOTAL:	9.07			
LEGISLATIVE	GENERAL FUND	TROPHY SHOP	SERVICE PLAQUE-BAILEY	43.20			
			TOTAL:	43.20			
FINANCIAL ADMINISTRATN	GENERAL FUND	BUILTNETWORKS	USED MONITOR FOR SERVER	79.95			
			C&J CONSERVATION LLC	HOUSE DEMO @ 600 W MONTGOM	11,500.00		
			CRESTON CITY WATER WORKS	WATER-1707 W ADAMS	12.96		
			ALLIANT ENERGY-INT PWR&LGHT	505 ELM SHOP-ELECTRIC	19.31		
				505 N ELM-ELECTRIC/GAS	123.68		
			NEOPOST USA INC	INK CARTRIDGE	114.99		
			PETTY CASH - FINANCE	#1394-RECORDING FEES	72.00		
			TOTAL:	11,922.89			
			LEGAL SERVICES	GENERAL FUND	AHLERS & COONEY, P.C.	PROF SVCS THRU 12/12	100.00
						TOTAL:	100.00
CITY HALL	GENERAL FUND	ALL FLAGS, LLC	4-STATE OF IOWA FLAG	63.00			
			CRESTON CITY WATER WORKS	WATER-CITY HALL	31.10		
			ECHO GROUP INC	LIGHT BULBS-FLORESCENT	81.28		
			PEINELT, ROBERT	JANITORIAL SERVICES	40.00		
			TRUE VALUE HARDWARE & RENTAL	SHOVEL	23.99		
			TOTAL:	239.37			
			DEPARTMENTAL	ROAD USE TAX	TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUM-JAN'12	920.60
TOTAL:	920.60						
ROAD MAINTENANCE	ROAD USE TAX	FREIGHTLINER OF DES MOINES INC	INSIDE DOOR HANDLE - '99	51.07			
			BARKER IMPLEMENT & MOTOR CO INC	BOLTS FOR BUCKET	52.24		
			ARNOLD MOTOR SUPPLY, LLP	3-AIR FILTERS FOR LOADER	353.73		
			CRESTON CITY WATER WORKS	WATER-BARN	9.07		
				WATER-SHOP	38.88		
			FARM & HOME SUPPLY INC	1-18X24 TARP	33.99		
			FASTENAL	100-BOLTS; 2-BAGS NUTS	29.72		
			GRIMES ASPHALT & PAVING CORP	16.19 TON COLD PATCH	2,104.70		
			HEARTLAND TIRE & AUTO	MNT 4 TIRES - SKID LOADER	48.00		
			NAPA	FUSES-BATTERY-BOLTS	221.55		
				BOLTS/NUTS SIGNS	27.95		
				AIRHOSE-TAILGATE #76	19.51		
				AIRHOSE FOR SHOP	47.37		
				COIL SPRING FOR SAW	14.39		
			O'HALLORAN INTERNATIONAL INC	TURN SIGNAL LEVER-'00'	307.05		
			STAR EQUIPMENT LTD	SAFETY LIGHT-STEEL ROLLER	239.31		
			TOTAL:	3,598.53			
			SNOW AND ICE CONTROL	ROAD USE TAX	NAPA	HYDRO HOSE-SANDER	46.52
						TOTAL:	46.52
			SF FUNDING INSURANCE PAYROLL TAX BENEFIT		TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUM-JAN'12	24,824.53
TOTAL ADMINISTRATIVE SERVICES CORP	SVC PERIOD 2/1/13-2/28/13	102.00					
TOTAL:	24,926.53						

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
LIBRARY (RESTRICTED GIF RESTRICTED GIFTS-L	AMAZON/GE	MONEY BANK	DVD'S	48.94
			THE DARK KNIGHT RISES	2.00-
			DVD'S	16.99
			DVD'S	48.94
		LOUDON, NANCY	REIMBURSEMENT-SUPPLIES	64.47
		CDW GOVERNMENT INC	LAPTOP	537.75
		COUNCIL BLUFFS PUBLIC LIBRARY	INTERLIBRARY LOAN BOOK	31.50
		GALE CENGAGE LEARNING	BESTSELLERS	85.57
			LARGE PRINT	94.46
			DISTRIBUTION	100.46
			MYSTERY	47.98
		INGRAM	BOOKS	16.65
			BOOKS	144.57
			BOOKS	27.56
			BOOKS	81.11
			BOOKS	24.30
			BOOKS	29.89
			BOOKS	23.35
		MICROMARKETING LLC	BOOKS ON CD	27.99
			BOOKS ON CD	122.98
			DVD'S	66.86
			BOOKS ON CD	29.98
			DVD'S	16.98
			BOOKS ON CD	38.99
		SCHOLASTIC BOOK FAIRS	BOOKS	47.11
			TOTAL:	1,773.38
CAPITAL PROJECTS	CAPITAL PROJECTS F	ECHO GROUP INC	CEILING FANS & EXIT LIGHT	459.74
			TOTAL:	459.74
NON-DEPARTMENTAL	SEWER OPERATING FU	TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUM-JAN'12	467.47
			TOTAL:	467.47
SANITARY SEWER/WASTWTR	SEWER OPERATING FU	MARLEY, STEVE & LINDA	FOOTING TILE REIMBURSEMEN	500.00
		AKIN BUILDING CENTER	NAILS/BOARDS/CAULKING	247.64
		CRESTON CITY WATER WORKS	WATER-WWTP	273.90
		ELLIOTT EQUIPMENT CO	VALVE FOR TUBE RACK	462.15
		FASTENAL	SPOTLIGHT	78.38
		HYGIENIC LABORATORY-AR	2-NH3'S	36.00
			BODS	72.00
			NH3'S	108.00
			2-BOD'S, NH3'S	72.00
			2-NH3'S & 1-PLANT METAL	36.00
			2-NH3'S	72.00
		KINKADE INDUSTRIES INC	SEWER MAIN REPAIR	200.00
		NAPA	WIPER BLADES-HAND TORCH	102.25
			BATTERY	7.98
		OFFICE MACHINES	6-1" BINDERS WHITE	9.54
		PETTY CASH - SANITATION	#497872-BLADE	4.48
			#497873-SUPPLIES	5.13
			#497874-SCREWS, PROPANE	13.42
		UPS	POSTAGE	28.54
		VERIZON WIRELESS	ELECTRONIC FLOWMETER PHONE	85.14
		WOLFE, JASON	CELLPHONE REIMBURSEMENT	60.00
			TOTAL:	2,474.55

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
ANIMAL CONTROL	ANIMAL SHELTER *AG	CRESTON VET CLINIC PC	DONATED GIFT CERTIFICATE #	0.70-
			SPAY CAT-PAM YOUNG	95.95
			EMERGENCY MEDICAL-CAT	68.50
		DAVIS, BOB OR DOREEN	REIMBURSEMENT-SPAY DOG	258.10`
		SOUTHERN HILLS VET SVC INC	EMERGENCY MED-SPEED DOG	<u>18.25</u>
			TOTAL:	440.10

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

001	GENERAL FUND	23,747.08
110	ROAD USE TAX	4,565.65
112	PAYROLL TAX BENEFIT	24,926.53
167	RESTRICTED GIFTS-LIBRARY	1,773.38
301	CAPITAL PROJECTS FUND	459.74
610	SEWER OPERATING FUND	2,942.02
953	ANIMAL SHELTER *AGENCY FU	440.10

	GRAND TOTAL:	58,854.50

CITY OF CRESTON
 MANUAL CHECKS/DEBITS - PERIOD ENDING 01/02/13

NO DEPT ENTERED		
ELECTRONIC FEDERAL TAX	TAX DEPOSIT	13,306.59
IOWA DEPT OF REVENUE	STATE TAX	6,229.00
IPERS	PENSION	12,462.71
TOTAL ADMINISTRATIVE SVC	FLEX	670.87
NO DEPT ENTERED	TOTAL	\$ 32,669.17
LIBRARY SERVICES		
US POST OFFICE	STAMPS	450.00
LIBRARY SERVICES	TOTAL	\$ 450.00
FINANCIAL ADMINISTRATION		
CRESTON CITY WATERWORKS	PASS THRU	12,427.00
FINANCIAL ADMINISTRATION	TOTAL	\$ 12,427.00
SELF FUNDING INSURANCE		
TRISTAR BENEFIT (2)	INV CHECK RUN	10,381.18
SELF FUNDING INSURANCE	TOTAL	\$ 10,381.18
MANUAL CHECK/DEBITS TOTAL		\$ 55,927.35

FUND TRANSFERS FOR PERIOD ENDING:

12/31/12

POSTING DATE

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

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 17,835.86	610 SEWER OPERATING FUND FOR: HEALTH INS PREM-QTR END 12/31/12 VENDOR: CITY OF CRESTON	112 PAYROLL TAX BENEFIT	610 6150	17,835.86	
			610 1110		17,835
			112 1110	17,835.86	
			112 6150		17,835
\$ 31,227.21	110 ROAD USE TAX FOR: HEALTH INS PREM-QTR END 12/31/12 VENDOR: CITY OF CRESTON	112 PAYROLL TAX BENEFIT	110 6150	31,227.21	
			110 1110		31,227
			112 1110	31,227.21	
			112 6150		31,227
\$ 43,916.16	610 SEWER OPERATING FUND FOR: 100% TAYLOR/WILLIAMSON/COEN/ WAGES-QTR END 12/31/12 VENDOR: CITY OF CRESTON	001 GENERAL FUND	610 6910	43,916.16	
			610 1110		43,916
			001 1110	43,916.16	
			001 4830		43,916
\$ 92,979.23	TOTAL - TRANSFERS		HASH TOTALS:	\$ 185,958.46	\$ 185,958.

RESOLUTION NO. ??? – 13

RESOLUTION PROVIDING FOR SURETY BOND/BLANKET POSITION BOND:

WHEREAS, the Code of Iowa requires the Council to provide by Resolution a surety bond or blanket position bond running to the City and covering the Mayor, Clerk, City Administrator, Accounting Manager and such other officers and employees as may be necessary and advisable, and;

WHEREAS, the City of Creston is currently covered by the above bond through Employers Mutual Casualty Company/Employers Mutual Companies, and;

WHEREAS, Tyler Insurance Services, Inc. is currently the City of Creston's local insurance representative.

BE AND IT IS HEREBY RESOLVED that the surety bond/blanket position bond running to the City and covering Mayor Warren Woods, City Clerk Lisa Williamson, City Administrator Mike Taylor, Accounting Manager Kim Coen, and such other officers and employees as may be necessary and advisable, shall be and is hereby approved.

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

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

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

RESOLUTION NO. ??? – 13

RESOLUTION TO RATIFY AND CONFIRM PRIOR CONVEYANCE OF CITY-OWNED PROPERTY TO HABITAT FOR HUMANITY AS PART OF THE NEIGHBORHOOD STABILIZATION PROGRAM:

WHEREAS, on October 5, 2010, the Creston City Council approved a Development Agreement with Habitat for Humanity for property located at 801 West Jefferson for \$1.00 (one dollar) to construct a home utilizing funds the City of Creston received from the Neighborhood Stabilization Program for a qualifying, low-to-moderate income family, and;

WHEREAS, the property is legally described as follows:

Lot Twelve (12) in Subdivision of Lot Two Hundred Forty (240) West Creston, Section "A", an Addition to the City of Creston, Union County, Iowa, and;

WHEREAS, by Resolution No. 93 – 11 entitled "RESOLUTION TO SET A PUBLIC HEARING TO ACCEPT PUBLIC COMMENT ON THE SALE OF CITY PROPERTY TO HABITAT FOR HUMANITY AS PART OF THE NEIGHBORHOOD STABILIZATION PROGRAM", the City Council of the City of Creston, Iowa, set the 16th day of November, 2010, at 6:00 PM as the time when and the Council Chambers in the City Hall in the City of Creston, Iowa as the place where final action would be taken on the proposal to sell and dispose of said real estate to Habitat for Humanity, and;

WHEREAS, heretofore in a manner provided by law, Notice of proposal to dispose of Real Estate and Public Hearing regarding said real estate was published in the *Creston News Advertiser*, a newspaper published in the City of Creston, Iowa, and having a general circulation therein, and;

WHEREAS, said real estate was sold and conveyed to Habitat for Humanity for the sum of One dollar (\$1.00) for said real estate, all in accordance with said proposal for the purchase of the same on file with the City Clerk of the City of Creston, Iowa, and;

WHEREAS, the Creston City Council approved the sale of the aforesaid tract of real estate to Habitat for Humanity for the amount of One dollar (\$1.00), and the public hearing was held on the disposal of the same pursuant to Section 364.7 of the Code of Iowa (2003), as amended, and;

WHEREAS, transfer was previously made but the Public Notice was subsequently found insufficient to meet the requirements for disposition of public property causing another Public

Hearing to be held on January 2, 2013, to ratify and confirm the prior conveyance of said real estate described above.

WHEREAS, the Mayor and Clerk are authorized to execute and deliver a Confirming Quit Claim Deed for the prior conveyance to Habitat for Humanity.

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

This resolution was offered by _____ and seconded by _____, who moved its adoption.

ROLL CALL VOTE	AYE	NAY	ABSENT	ABSTAIN
Terri Koets				
Nancy Loudon				
Randy White				
Loyal Winbom				
Betty Shelton				
Marsha Wilson				
Larry Wagner				

WHEREUPON, the mayor declared said resolution passed this 2nd day of January, 2013.

ATTEST:

WARREN WOODS
MAYOR, CITY OF CRESTON

LISA WILLIAMSON
CITY CLERK

SEAL

CERTIFICATE

STATE OF IOWA, COUNTY OF UNION, ss:

We, the duly elected, qualified and acting Mayor of the City of CRESTON, Iowa, and the duly appointed, qualified and acting City Clerk of the City of CRESTON, Iowa, do hereby certify that the above and foregoing Resolution is a true and exact copy of said Resolution passed and adopted by Council of the City of CRESTON, Iowa, at a regular meeting thereof on the 2nd day of January, 2013.

WARREN WOODS, Mayor

LISA WILLIAMSON, City Clerk

SUBSCRIBED AND SWORN to me before me this 2nd day of January, 2013.

Notary Public
in and for the said county and state

FROM WARREN

Below is a the engineer's drawing of the south end of the proposed Cottonwood addition. Here are three possible scenarios.

1. The city keeps the house and uses it as a caretaker house for McKinley Park.
 - a. The house and lots do not get taxed, or included in the TIF. Hence, no income is generated for the city.
2. The city sells the house and the two lots that it sits on.
 - a. Income not known - possible \$110-\$125,000
 - b. Taxes paid - Previously was \$1,800 per year (total, not just the city portion-city portion about \$540.
 - c. There would be an approximate 2 ft drop in the driveway from the street to the carport.
 - d. The asthetics of having new homes next to an old home
 - e. No tax money goes to the TIF.
3. The house is torn down
 - a. Cost to tear down - roughly \$15,000 (the bricks can go to the compost site)
 - b. Two lots sold - possible \$20,000 to \$25,000 each = \$40,000 to \$50,000
 - c. Homes built in the \$175,000 to \$225,000 range. - taxes in the \$3,500 to \$4,500 range. all but less than 10% of tax amount go to pay off the TIF.

OPTION 1

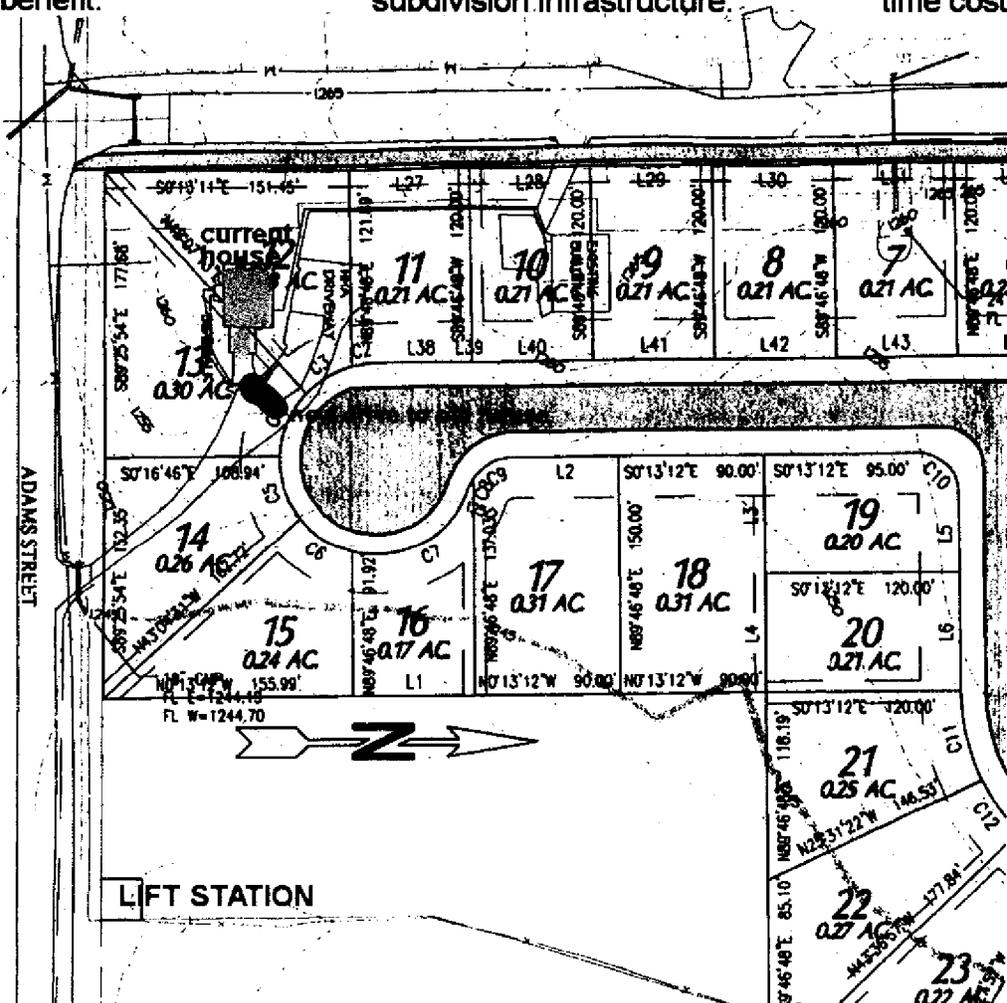
No income, probable outlay \$6,000 - \$10,000 per year as an employee benefit.

OPTION 2

Income one time \$110-\$125,000 plus \$555-700 yearly tax income. Zero TIF income to help pay subdivision infrastructure.

OPTION 3

Income one time \$40-\$50,000. Taxes approx \$8,000 per year nearly all to pay off TIF. One time cost - \$15,000 approx.



POSSIBLE OPTION 4
Sell the house to be moved, or pay someone to move it if less than demolition cost.

POSSIBLE OPTION 5
Fire department burns as a training exercise.

ALLENDER BUTZKE ENGINEERS INC.

GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION Q. C.



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME: Cottonwood Subdivision **PN:** 121435
PROJECT ADDRESS: Creston, Iowa
CLIENT: Garden & Associates, LTD. Attn: Mr. Austin Smith, EI
ADDRESS: 500 East Taylor Street, Suite C
Creston, Iowa 50801

SCOPE: Geotechnical Exploration - Mobilization with truck mounted drilling equipment, utility locations (Iowa One Call), drill and sample 9 test borings 15 to 20 feet, laboratory testing, engineering analysis and written report.

COMPENSATION TERMS: Total cost for above scope of services will be \$4,900. Consultation subsequent to completion of report at current engineering rates. Add \$300 if ground conditions require the use of all-terrain drilling equipment. ABE will contact Iowa One Call for public utility locates, however private utility locates will be the responsibility of the Owner.

REMARKS: Field exploration could be scheduled to be conducted within one to two weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available one week after drilling, followed one to two weeks later with the written report. We assume that Garden will stake boring locations prior to the drill rig arriving at the site.

Services covered by the Agreement will be performed in accordance with the GENERAL CONDITIONS stated on the following page and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

PROPOSED BY ABE INC.

By: _____

David Logemann, P.E.

Title: Principal Engineer

Date: December 7, 2012

ACCEPTED FOR CLIENT

By: _____

Printed Name

Title: _____

Date: _____

PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!
1 email above

GENERAL CONDITIONS

PN 121435

1. PARTIES AND SCOPE OF WORK: Allender Butzke Engineers (hereinafter referred to as "ABE") shall perform the work as set forth in ABE's proposal, the client's acceptance thereof if accepted by ABE and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by ABE. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any part of ABE's work. ABE shall have no duty or obligation to any third party greater than that set forth in ABE's proposal, client's acceptance thereof and these General Conditions. The ordering of work from ABE shall constitute acceptance of the terms of ABE's proposal and these General Conditions.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed by ABE or others to be timely and properly performed in accordance with the plans, specifications and contract documents and ABE's recommendations. No claims for loss, damage or injury shall be brought against ABE by client or any third party unless all tests and inspections have been so performed and unless ABE's recommendations have been followed. Client agrees to indemnify, defend and hold ABE, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or ABE's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of ABE, its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF WORK: The services set forth in ABE's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by ABE personnel at the prices quoted. If ABE is required to delay commencement of the work or if, upon embarking upon its work, ABE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of ABE, additional charges will be applicable and payable by client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for ABE to perform the work. ABE shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, ABE has not included in its fee the cost of restoration of damage which may occur. If client desires or requires ABE to restore the site to its former condition, upon written request ABE will perform such additional work as is necessary to do so and client agrees to pay ABE the cost thereof.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that he has advised ABE of any known or suspected hazardous materials, utility lines and pollutants at any site at which ABE is to do work hereunder, and unless ABE has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, client agrees to defend, indemnify and save ABE harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to ABE's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to ABE by client.

6. RESPONSIBILITY: ABE's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. ABE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. ABE's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. ABE has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed thirty (30) days after submission of ABE's report.

8. PAYMENT: Client shall be invoiced as work is completed and reported, either periodically or at end of project. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay ABE's cost of collection of all

amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. ABE shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein ABE waives any rights to a mechanics' lien, or any provision conditioning ABE's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, where required, that ABE shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of ABE from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

9. STANDARD OF CARE: ABE'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH THIS AGREEMENT AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, ABE WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. STATEMENTS MADE IN ABE REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

10. LIMITATION OF LIABILITY: SHOULD ABE OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON ABE'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF ABE, ITS OFFICERS, EMPLOYEES, AND AGENTS SHALL BE LIMITED TO \$20,000.

11. INDEMNITY: Subject to the foregoing limitations, ABE agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of ABE's negligence to the extent of ABE's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against ABE, the party initiating such action shall pay to ABE the costs and expenses incurred by ABE to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that ABE shall prevail in such suit.

12. TERMINATION: This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, ABE shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services, records and reports as are necessary to place ABE's files in order and/or protect its professional reputation.

13. WITNESS FEES: ABE's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay ABE's legal expenses, administrative costs and fees pursuant to ABE's then current fee schedule for ABE to respond to any subpoena.

14. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring ABE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

15. PROVISIONS SEVERABLE: In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

16. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



December 21, 2012

Garden and Associates, Ltd.
500 East Taylor, Suite C
P.O. Box 631
Creston, Iowa 50801

Attn: Mr. Austin Smith, E.I., L.S.I
Phn: [641] 782.4005
Email: asmith@gardenassociates.net

Re: Proposal for Geotechnical Engineering Services
Cottonwood Subdivision Public Streets
Creston, Iowa
Terracon Proposal No. P08120719

Dear Mr. Smith:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide geotechnical engineering services for the above referenced project. The purpose of this study will be to evaluate the pertinent geotechnical conditions along the roadway alignments and to develop geotechnical parameters, which will assist in the design and construction of the new utilities, pavement subgrade, and earthwork. This proposal outlines our understanding of the project and scope of services and provides a lump sum fee for our services.

1.0 PROJECT INFORMATION

1.1 Project Description

ITEM	DESCRIPTION
New public streets	About 4,900 lineal feet of new public streets are planned in the proposed Cottonwood residential subdivision to be located north of Adams Street and east of Cottonwood Street in Creston, Iowa. The public streets are anticipated to be two-lane roadways, and traffic on each street is contained in the proposed development (i.e., no thru-streets)
New utilities	Construction will include installation of new sanitary sewer, storm sewer, and water lines along the proposed public roadway alignments. Depths of the sanitary sewer utilities are expected to be up to about 12 feet below proposed grade, and the others will be at shallower depths.

Terracon Consultants, Inc. 600 Southwest 7th Street, Suite M Des Moines, Iowa 50309
P [515] 244-3184 F [515] 244-5249 terracon.com

ITEM	DESCRIPTION
Grading	Based on the provided grading plan, typical cuts and fills will be on the order of 5 feet. However, near Station 6+00 of the north/south road and near Station 4+50 of the northeast loop, centerline cuts extending to depths of 10 to 12 feet below existing grades are anticipated. Near Station 10+00 of the north/south road and near Station 9+00 of the northern most east/west road, centerline fills on the order of 10 to 12 feet are anticipated.
Cut and fill slopes	Vary between 3H:1V and 5H:1V (Horizontal to Vertical) along the sides of the proposed roads.

1.2 Site Location and Description

ITEM	DESCRIPTION
Location	The new residential subdivision will be located north of Adams Street and east of Cottonwood Street on the west side of Creston, Iowa.
Current ground cover	Agricultural farmland.
Existing topography	Based on the topographic site plan, it appears the site consists of rolling terrain with existing grades ranging from about 1275 feet in the northwest to 1241 feet in the southeast. The site generally drains toward the east and southeast.

Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this proposal.

2.0 SCOPE OF SERVICES

The services to be provided by Terracon are summarized in the following paragraphs.

2.1 Field Program

As requested, we plan to perform nine (9) borings near the locations provided on Plan Sheet No. 100. The existing and planned elevations at the boring locations, as well as the proposed boring depths are summarized in the following table.

Boring No.	Existing Ground Elevation (feet)	Approx. Finished Grade Elevation (feet)	Proposed Boring Depth (feet)
1	1254.7	1256	15
2	1258.4	1257	15

Boring No.	Existing Ground Elevation (feet)	Approx. Finished Grade Elevation (feet)	Proposed Boring Depth (feet)
3	1256.3	1253	15
4	1277.0	1275	15
5	1255.5	1267	10
6	1268.7	1257	25
7	1275.1	1276	15
8	1252.8	1257	10
9	1251.5	1257	10

Sampling will be in general accordance with industry standard procedures wherein thin-walled 'Shelby' tube and/or split-barrel samples are obtained. Three to four samples will be obtained in the upper ten feet of each boring and at intervals of five feet thereafter. In addition, we will observe and record groundwater levels during and shortly after completion of drilling operations. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory.

After completion of drilling operations, the borings will be backfilled with auger cuttings from the site. Excess auger cuttings would be disposed of on the site. Because backfill material often settles below the surface after a period of time, we recommend the boreholes be checked periodically and backfilled if necessary. We are available to provide this service at your request or grout the holes, for an additional fee.

2.2 Conditions/Items to be provided by Client

Items to be provided by the client include the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area. Terracon agrees to call the Iowa One Call Hotline and request location and markings for all utilities that Iowa One Call is responsible for, prior to commencing drilling at the site. Terracon will be responsible to the extent they drill in an area where a utility has been properly located and marked. Terracon is not responsible to the extent any loss, damage, or injury is caused by the failure to locate a utility properly, or inaccurate and/or incomplete information provided by others.

Terracon will take reasonable efforts to reduce damage to the property, such as rutting of the ground surface. However, it should also be understood that in the normal course of our work some such disturbance will occur. We have not budgeted to restore the site beyond backfilling our boreholes. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

Our fee is based on the site being accessible to our ATV-mounted drilling equipment, and Terracon providing boring layout utilizing hand-held GPS equipment. We request that Garden and Associates provide GPS coordinates for our proposed boring locations to assist in boring layout. Boring surface elevations will be interpolated from a topographic site plan provided. If more accurate locations and elevations are desired, we suggest that Garden and Associates stake the borings prior to the exploration.

Our fee does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, damage of existing landscape/crops or location of underground utilities beyond contacting Iowa One Call. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and fee, if necessary.

Our proposal assumes that the field exploration can be performed using personal protective equipment including steel-toe boots, hard hats, safety glasses, and gloves. Our fee assumes the work can be performed without the need for personal environmental protective equipment. If evidence of contamination is observed in any of the borings, the exploration at that location will be terminated and our findings discussed with you. Should personal environmental protective equipment or special borehole sealing procedures become necessary, our fee will be discussed with you prior to commencing further drilling.

2.3 Laboratory Testing

The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, dry density, and strength tests (unconfined compression/calibrated penetrometer), as appropriate. Atterberg limits tests will also be performed on a maximum of four (4) select samples if moderate to high plasticity soils are suspected.

2.4 Engineering Analysis and Report

The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Iowa. Based on the results of our evaluation, an engineering report will be prepared and include the following information:

- Computer generated boring logs with soil stratification based on visual soil classification.
- Summarized laboratory data on the boring logs.
- Groundwater levels observed during and shortly after completion of drilling.
- Boring location diagram.
- Subsurface exploration procedures.
- Subsurface soil conditions.

In addition, specific geotechnical recommendations for the project will include:

- Earthwork construction.

- Cut and fill construction.
- Utility excavation and backfill.
- Pavement subgrade preparation recommendations.
- Suitability of the on-site soils for use as structural fill below the new pavements.
- Subsurface drainage recommendations.

Evaluation of the stability of cut and fill slopes is not included in the scope of services. More detailed review of grading plans and additional subsurface exploration would be needed in locations of more significant grading. The geotechnical report will address generalized slope stability considerations for roadside grading based on conditions encountered at the specific boring locations.

2.5 Schedule

We anticipate performing the field exploration program within about two weeks after receiving written notice to proceed, if site and weather conditions permit. We estimate the final geotechnical report can be completed within about one to two weeks after the soil borings and laboratory testing are completed. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs, upon request.

3.0 COMPENSATION

Based on the above scope of services, we are prepared to provide these services for a lump sum fee of \$5,400. Unless instructed otherwise, the invoice will be sent to your attention at the above address.

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization, as evidenced by your signature on the Supplement Agreement form.

4.0 AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning one copy along with this proposal to Terracon. This proposal is valid only if authorized within sixty days from the listed proposal date.

Proposal for Geotechnical Engineering Services
Cottonwood Subdivision Public Streets ■ Creston, Iowa
December 21, 2012 ■ Terracon Proposal No. P08120719



We appreciate the opportunity to provide this proposal and look forward to the opportunity of working with you.

Sincerely,
Terracon Consultants, Inc.


Theresa M. Stromberg-Murphy, P.E.
Project Engineer
cc: 2-client


Brett E. Bradfield, P.E.
Senior Project Engineer

Attachments: Agreement for Services

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Garden & Associates, Ltd. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Cottonwood Subdivision Public Streets - Creston, Iowa project ("Project"), as described in the Project Information section of Consultant's Proposal dated December 21, 2012 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
 2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
 3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
 4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
 5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
 6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO \$25,000 FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
 7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles; provided however, Client shall indemnify, defend and hold harmless Consultant and its employees, from and against any and all liabilities for any third party claim arising from or alleged to arise from Consultant's performance under this Authorization, except to the extent such claims directly result from Consultant's negligence. Client's duty to defend Consultant for third-party claims shall arise at the time of a filing of a notice of claim or litigation. Consultant shall reimburse Client for reasonable costs of Consultant's defense only if Consultant is adjudicated as negligent by a trier of fact. Except as otherwise expressly provided herein, neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Authorization. Causes of action arising out of Consultant's services or this Authorization regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
- Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE STATED ABOVE, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND**

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CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Rules, provided that any award is subject to the specific terms and conditions of this agreement, including Section 6. Limitation of Liability and Section 7. Indemnity/Statute of Limitations. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies under this provision. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc**
By:  Date: **12/21/2012**
Name/Title: **Brett E. Bradford, P.E. / Senior Project Engineer**
Address: **600 S.W. Seventh, Suite M
Des Moines, Iowa 50309**
Phone: **515.244.3184** Fax: **515.244.5249**

Client: **Garden & Associates, Ltd**
By: _____ Date: _____
Name/Title: _____
Address: **500 East Taylor, Suite C
Creston, Iowa 50801**
Phone: **641.782.4005** Fax: _____

Reference Number: P08120719