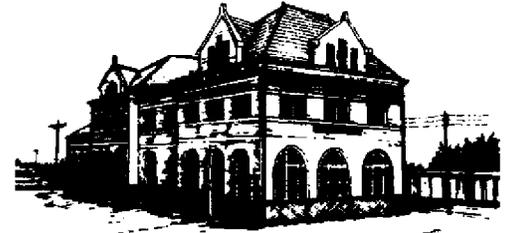


City of  
**CRESTON, IOWA**

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**  
**Tuesday, August 7, 2012**  
**6:00 p.m.**  
**08/03/2012 08/03/2012 2:05 PM**

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Consideration of Agenda**
5. **Consider Adoption of the Consent Agenda – NOTE:** *These items are routine items and will be enacted by one motion without separate discussion unless a Council member requests an item be removed for separate consideration.*
  1. **Minutes:** July 17, 2012 – Regular Meeting
  2. **Claims and Fund Transfers:**
    - i. Total Claims - \$
  3. **Licenses:** Montgomery Street Pub - renewal of 12-month Class C Liquor License with Outdoor Service and Sunday Sales privileges; Twilight Zone – renewal of 12-month Class C Liquor License; Fareway - Class E Liquor License and Class B & C Permits
  4. **Permits:** Parade – Southwest Iowa Hot Air Balloon Committee
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 to approve the hiring of Jonathan Trimble as a full-time Dispatcher for the Police Department
  2. Appointment with Durrell Haynes, owner/operator of The R.E.C. Multi-purpose Center
  3. Motion to approve Amusement Permit (July 1, 2012-June 30, 2013) request for Durrell Haynes – The R.E.C. Multi-purpose Center
  4. Resolution to set the date for a Public Hearing for August 21, 2012 at 6 p.m. to Amend the Fiscal Year 2013 Budget
  5. Resolution to rescind Resolution #09-13, “A Resolution Amending the Current Budget for the Fiscal Year Ending June 30, 2013” due to failure of publication of notice

6. Public Hearing on an easement request to construct a fence on City right-of-way at 308 S Lincoln Street
7. Resolution to approve an easement request to construct a fence on City right-of-way at 308 S Lincoln Street
8. Resolution to set the date for a Public Hearing for September 18, 2012 at 6 p.m. for Tobacco Violation – Hy-Vee Food Store
9. Resolution to approve Construction Payment #1 of \$33,437.62 to Fuel Tech, Inc. for work completed on the Aviation Fuel Tank Improvements Project
10. Resolution to approve Amendment #1 to the Engineering Services Agreement with Clapsaddle-Garber Associates, which includes providing for preparation of a Spill Prevention, Control and Countermeasure (SPCC) plan for the airport, required by the DNR
11. Resolution to approve payment of \$2,262.92 to Habitat for Humanity for the NSP House Project at 801 W. Jefferson
12. Resolution to approve contract with Robert Pienelt for cleaning services of the Restored Depot/City Hall Complex
13. Resolution to set the date for a Public Hearing for August 21, 2012 at 6 p.m. for the sale of City-owned property – approximately 3 ½ acres in the NW ¼ Section 8, T72N R30W Highland Township
14. Resolution to award rehabilitation contract to Fredrickson Construction for the amount of \$33,700.00 on house #3b related to CDBG #09-HSG-022
15. Resolution to approve Agreement with IDOT for the construction and cost participation covering the installation of safety improvements at the railroad crossing at Milepost 393.40 on **New York Avenue** and the BNSF Railway Company's track in Creston, Iowa
16. Resolution to approve Agreement with IDOT for the construction and cost participation covering the installation of safety improvements at the railroad crossing at Milepost 393.18 on **Elm Street** and the BNSF Railway Company's track in Creston, Iowa
17. Motion to approve temporary street and City parking lot closings on Friday, September 14, and Saturday, September 15 – Southwest Iowa Hot Air Balloon Committee

**8. Other**

**9. Adjournment**

## REGULAR MEETING OF THE CRESTON CITY COUNCIL JULY 17, 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, Shelton, Winborn and White.

Wagner moved seconded by Shelton to approve the agenda by deleting the items of reviewing and selecting requests for proposals for engineering services for Traffic & Pedestrian Railroad Crossing Safety Improvements at Elm & New York Avenue Crossings. All voted aye. Motion declared carried.

Shelton moved seconded by Wilson to approve the consent agenda, which included approval of minutes of July 3, 2012, regular meeting; claims of \$903,710.56 and outdoor service liquor license for American Legion for August 31, 2012. All voted aye. Motion declared carried.

During Public Forum, Kevin Downey, 411 N. Maple Street, commented on stop signs located at the intersection of South Birch and East Monroe Streets, saying that people are running the stop signs, but stopping where there aren't any stop signs. He also wanted to follow-up on the issue of dog droppings in the uptown area and said it is much better than it had been.

Mayor Woods announced that now is the time for a Public Hearing on the matter of Amending the Budget for Fiscal Year 2013. He asked if anyone wished to speak in favor of the amendment; no one did. He asked if there was any written correspondence in favor of the amendment; there was none. He asked if anyone wished to speak against the amendment; no one did. He asked if there was any written correspondence against the amendment; there was none. Mayor Woods then called the Public Hearing to a close.

A resolution was offered by Wilson seconded by White to adopt the Budget Amendment for Fiscal Year 2013 and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Koets, Wagner, Wilson, Shelton, Winborn and White voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by White to accept the proposed plat for the Cottonwood Subdivision and send to the Planning and Zoning Commission for action and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Koets, Wagner, Wilson, Shelton, Winborn and White voted aye. Resolution declared passed.

A resolution was offered by Winborn seconded by Loudon to accept the highest bid received on City-owned surplus properties - 622 N Birch, 503 W Irving, 308-310 N Division, 507 S Maple, 214 S Pine, 216 S Pine, 411 ½ N Walnut, 406 N Vine, 507 N Cherry, 704 N Sycamore, 603 S Walnut, 613 N Pine (north side - Parcel ID 24010-460-008-25) and Parcel "Q" of Sec. 35-73-31 (west side of Summit Lake) and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wagner, Wilson, Shelton, Winborn, White and Loudon voted aye. Resolution declared passed.

A resolution was offered by Wagner seconded by Wilson to special assess unpaid mowing nuisances and authorize the Mayor and Clerk to execute the proper documentation.

Winborn, White, Loudon, Koets, Wagner, Wilson and Shelton voted aye. Resolution declared passed.

A resolution was offered by Wagner seconded by Wilson to approve a revised audit contract with Draper, Snodgrass, Mikkelsen & Co. and authorize the Mayor and Clerk to execute the proper documentation. Shelton, Winborn, White, Loudon, Koets, Wagner and Wilson voted aye. Resolution declared passed.

A resolution was offered by Wagner seconded by Wilson to approve payment of \$940.01 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, Shelton and Winborn voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Shelton to approve a request of \$5,000 to be paid from the Hotel/Motel Fund to the Balloon Days Committee to assist with Balloon Days' festivities for promoting tourism in the area and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Koets, Wagner, Wilson and Shelton voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Wagner to accept an IDOT Grant Agreement FY 2013 of up to \$25,500 for the Fence Improvement for Access Control Project on behalf of the Airport Commission and authorize the Mayor and Clerk to execute the proper documentation. White, Loudon, Koets, Wagner, Wilson, Shelton and Winborn voted aye. Resolution declared passed.

A resolution was offered by Wagner seconded by Wilson to approve Change Order #1 for the Airport Entrance Road Improvements Project and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Koets, Wagner, Wilson, Shelton, Winborn and White voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Shelton to approve Amendment #2 for Engineering Services Agreement to Clapsaddle-Gerber Associates, Inc. and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wagner, Wilson, Shelton, Winborn, White and Loudon voted aye. Resolution declared passed.

A resolution was offered by Wagner seconded by Wilson to set a Public Hearing for August 7, 2012 at 6 pm for an easement request to construct a fence on City right-of-way at 308 S. Lincoln Street and authorize the Mayor and Clerk to execute the proper documentation. Shelton, Winborn, White, Loudon, Koets, Wagner and Wilson voted aye. Resolution declared carried.

A resolution was offered by Wilson seconded by Shelton to approve a rezoning request from R-1 Single Family to R-2 Multiple Family of properties located at 404 S. Maple, 405 S. Elm, and 201 and 203 W. Monroe Streets and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Koets, Wagner, Wilson and Shelton voted aye. Resolution declared carried.

A resolution was offered by Wilson seconded by Loudon to accept a SCICF Grant of \$2,500 on behalf of the Creston Fire Department and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wagner, Wilson, Shelton, Winborn, White and Loudon voted aye. Resolution declared passed.

Wilson moved seconded by Winborn to adjourn the meeting. All voted aye. Motion declared carried. Council adjourned at 6:42 p.m.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**NOTICE OF PUBLIC HEARING  
AMENDMENT OF CURRENT CITY BUDGET**

The City Council of Creston in UNION County, Iowa  
will meet at Creston City Hall - 116 W Adams St.  
at 6:00 pm on 08/21/2012  
(hour) (Date)

for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2013  
(year)  
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.  
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	2,280,388		2,280,388
Less: Uncollected Property Taxes-Levy Year	2			0
<b>Net Current Property Taxes</b>	3	2,280,388	0	2,280,388
Delinquent Property Taxes	4			0
TIF Revenues	5	643,115		643,115
Other City Taxes	6	982,170		982,170
Licenses & Permits	7	37,980		37,980
Use of Money and Property	8	74,620		74,620
Intergovernmental	9	2,375,219		2,375,219
Charges for Services	10	6,423,174		6,423,174
Special Assessments	11			0
Miscellaneous	12	235,850		235,850
Other Financing Sources	13	2,098,682		2,098,682
<b>Total Revenues and Other Sources</b>	14	15,151,198	0	15,151,198
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	15	1,501,763	10,000	1,511,763
Public Works	16	2,480,692		2,480,692
Health and Social Services	17			0
Culture and Recreation	18	820,527	1,000,000	1,820,527
Community and Economic Development	19	69,869		69,869
General Government	20	2,663,294		2,663,294
Debt Service	21	1,066,349		1,066,349
Capital Projects	22		504,936	504,936
<b>Total Government Activities Expenditures</b>	23	8,602,494	1,514,936	10,117,430
Business Type / Enterprises	24	5,452,947		5,452,947
<b>Total Gov Activities &amp; Business Expenditures</b>	25	14,055,441	1,514,936	15,570,377
Transfers Out	26	2,098,682		2,098,682
<b>Total Expenditures/Transfers Out</b>	27	16,154,123	1,514,936	17,669,059
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year</b>	28	-1,002,925	-1,514,936	-2,517,861
<b>Continuing Appropriation</b>	29		N/A	0
Beginning Fund Balance July 1	30	8,309,077		8,309,077
<b>Ending Fund Balance June 30</b>	31	7,306,152	-1,514,936	5,791,216

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Expenses increased in Public Safety because of improvements at the dog pound; Culture & Recreation are estimated repairs needed at the YMCA from storm damage, and Capital Projects is the purchase of a new fire truck.

There will be no increase in tax levies to be paid in the current fiscal year named above. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget. This will provide for a balanced budget.

Lisa Williamson

City Clerk/ Finance Officer Name

# 88-848

## CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION

To the Auditor of UNION County, Iowa:

The City Council of Creston in said County/Countries met on 07/17/12, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced.

RESOLUTION No. 09 - 13

**A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE : 2013**  
(AS AMENDED LAST ON Creston.)

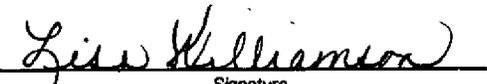
Be it Resolved by the Council of the City of Creston

Section 1. Following notice published FAILED TO PUBLISH and the public hearing held, 07/17/12 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<b>Revenues &amp; Other Financing Sources</b>			
Taxes Levied on Property	1 2,280,388	0	2,280,388
Less: Uncollected Property Taxes-Levy Year	2 0	0	0
<b>Net Current Property Taxes</b>	<b>3 2,280,388</b>	<b>0</b>	<b>2,280,388</b>
Delinquent Property Taxes	4 0	0	0
TIF Revenues	5 643,115	0	643,115
Other City Taxes	6 982,170	0	982,170
Licenses & Permits	7 37,980	0	37,980
Use of Money and Property	8 74,620	0	74,620
Intergovernmental	9 2,375,219	0	2,375,219
Charges for Services	10 6,423,174	0	6,423,174
Special Assessments	11 0	0	0
Miscellaneous	12 235,850	0	235,850
Other Financing Sources	13 2,098,682	0	2,098,682
<b>Total Revenues and Other Sources</b>	<b>14 15,151,198</b>	<b>0</b>	<b>15,151,198</b>
<b>Expenditures &amp; Other Financing Uses</b>			
Public Safety	15 1,501,763	10,000	1,511,763
Public Works	16 2,480,692	0	2,480,692
Health and Social Services	17 0	0	0
Culture and Recreation	18 820,527	1,000,000	1,820,527
Community and Economic Development	19 69,869	0	69,869
General Government	20 2,663,294	0	2,663,294
Debt Service	21 1,066,349	0	1,066,349
Capital Projects	22 0	504,936	504,936
<b>Total Government Activities Expenditures</b>	<b>23 8,602,494</b>	<b>1,514,936</b>	<b>10,117,430</b>
Business Type / Enterprises	24 5,452,947	0	5,452,947
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>25 14,055,441</b>	<b>1,514,936</b>	<b>15,570,377</b>
Transfers Out	26 2,098,682	0	2,098,682
<b>Total Expenditures/Transfers Out</b>	<b>27 16,154,123</b>	<b>1,514,936</b>	<b>17,669,059</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year</b>	<b>28 -1,002,925</b>	<b>-1,514,936</b>	<b>-2,517,861</b>
<b>Continuing Appropriation</b>	<b>29 0</b>	<b>N/A</b>	<b>0</b>
Beginning Fund Balance July 1	30 8,309,077	0	8,309,077
<b>Ending Fund Balance June 30</b>	<b>31 7,306,152</b>	<b>-1,514,936</b>	<b>5,791,216</b>

Passed this 17 (Day)

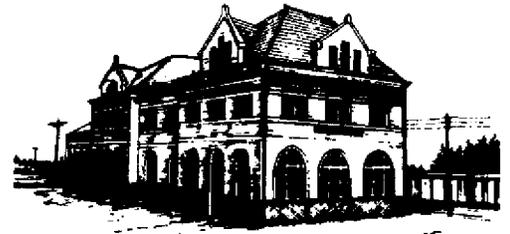
day of July, 2012 (Month/Year)

  
Signature  
City Clerk/Finance Officer

  
Signature  
Mayor

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*

July 13, 2012

TO: Mayor Woods and City Council Members

RE: Jacob Supinger, 308 S Lincoln, request to place fence in City right of way

Jacob Supinger is requesting an easement to place a 6 foot tall privacy fence approximately 3 feet into the city right of way along Lake Ave.

The Board of Adjustment will be meeting to consider the issue of a 6 foot tall privacy fence being placed in front of the buildings on the lot.

Attached is the permit application showing the location of this fence.

Please contact me with any questions at 782-2000 ext. 1 or at [kkruse@crestoniowa.org](mailto:kkruse@crestoniowa.org).

Thank you,

A handwritten signature in black ink, appearing to read 'Kevin Kruse'. The signature is written in a cursive, somewhat stylized font.

Kevin Kruse  
Public Works Director

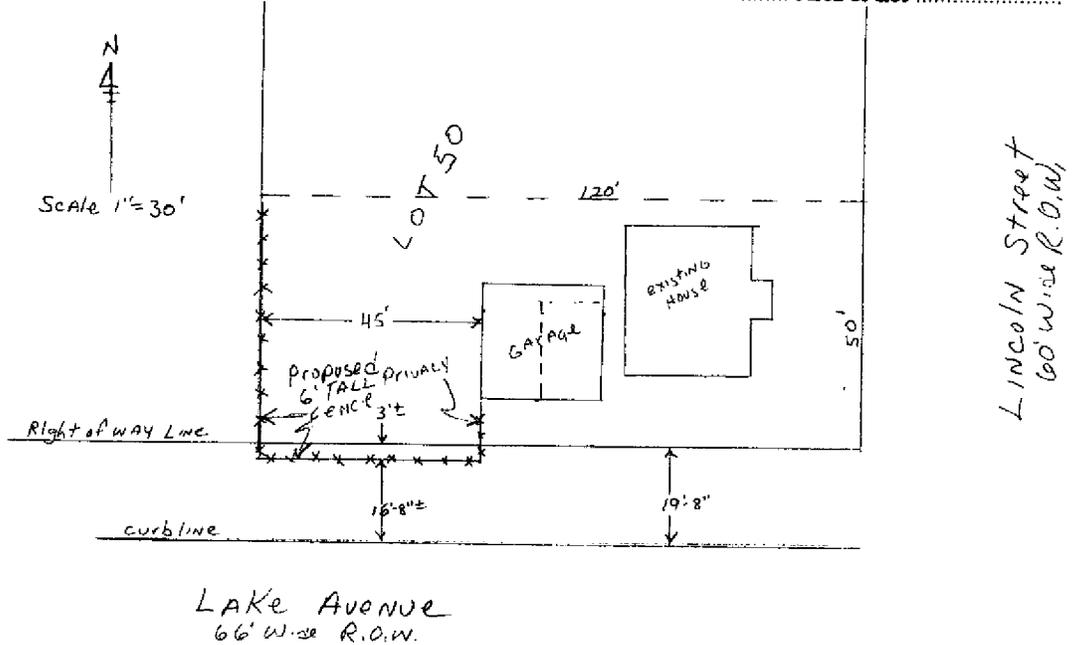
# BUILDING PERMIT UNDER ZONING ORDINANCE OF CITY OF CRESTON, IOWA

Permit No. 9184

## APPLICATION FOR PERMIT

Date 7-12-12

The undersigned hereby makes application to erect or remodel a 6' tall Privacy Fence on  
S- 50' Lot 50 Block ..... Addition STONE + ELLIOTT'S LAKE VIEW ADD.  
 No. ..... Street .....  
 Owned by Jacob Supinger  
 Address 308 South Lincoln Phone .....  
 Number of rooms ..... Bedrooms ..... Toilets .....  
 Material: Exterior wall 6' TALL WOODEN PRIVACY FENCE Interior wall .....  
 Foundation ..... Roof ..... Floor .....  
 Sq. feet: Basement ..... 1st Floor ..... 2nd Floor ..... Garage .....  
 Valuation ..... Fee ..... Type of heat .....  
 Ceiling Height: Basement ..... 1st Floor ..... 2nd Floor .....  
 Dimensions of Building: Width ..... Depth ..... No. of Stories .....  
 Use District R-1 Intended Use ..... Area of Lot .....



This application and any permit that may be granted in response thereto are subject to all the laws of the State of Iowa, and all ordinances of the City of Creston, Iowa, and the rules and regulations of the State and local Board of Health, that may have a bearing on the same.

Applicant, being fully advised, hereby certifies that he is the owner or that he is authorized and empowered to represent the owner, who makes the accompanying application; that the application, plat, plans and specifications are true, and contain a correct description of the proposed building, lot and work, and use to which building is to be placed.

Denied for fence height in front yard  
 Sent to BOA 7-12-12  
 Denied due to placement of fence  
 in City Right of Way - sent to City Council 7-12-12  
 Examined and approved this ..... day of ....., 20.....

Kew Kroll Signed ..... Applicant

Administrative Officer

**APPLICATION AND CERTIFICATION FOR PAYMENT**

TO OWNER: City Of Creston, Creston, Iowa  
 ENGINEER: Clapsaddle-Garber Associates, Inc.- CGA  
 PROJECT: Project Number 4374.04

FROM CONTRACTOR:



PAGE ONE OF 2 PAGE ONE OF 2

AIA DOCUMENT G702 APPLICATION NO. 1  
 DISTRIBUTION TO: OWNER, ARCHITECT, CONTRACTOR  
 APPLICATION DATE: July 20, 2012  
 PERIOD TO: July 20, 2012

PROJECT NOS: CGA PN 4374.04  
 CONTRACT DATE: May 1, 2012

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM \$ 126,750.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 126,750.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 47,770.00
5. RETAINAGE:
  - a. ~~5~~ % of Completed Work \$ 1,759.88
  - b. 0 % of Stored Material \$ 0
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 33,432.62
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 33,432.62
8. CURRENT PAYMENT DUE \$ 34,270.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 89,180.40

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

CONTRACTOR:

By: [Signature] Date: July 20, 2012  
 John Jeff Keegan, President  
 County of: Brevard  
 Notary Public: Christina Johnson  
 My Commission expires: Aug. 9, 2014  
 Christina Johnson  
 MY COMMISSION EXPIRES August 9, 2014  
 Brevard County Clerk's Office

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 33,432.62

Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.

By: [Signature] Date: 7-23-2012

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing contractor's signed certification is attached.

in tabulations below, amounts are stated to the nearest dollar. Use Column F on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

PAGE NUMBER 2

APPLICATION NO. 1

APPLICATION DATE July 20, 2012

PERIOD TO July 20, 2012

ARCHITECT'S PROJECT NO.



A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS STORED (SDFR) (DORF)	G TOTAL COMPLETED AND STORED TO DATE (D+DF)	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D+EF)	THIS PERIOD					
1	Safety Plan, Traffic Control, and Mobilization	\$7,000.00	\$0.00	\$4,270.00	\$0.00	\$4,270.00	61.00%	\$2,730.00	\$0.00
2	Removal of Underground Tanks	\$14,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
3	Sampling and Testing for Petroleum Contamination	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
4	Excavation and Grading	\$6,500.00	\$0.00	\$0.00	\$2,000.00	\$6,500.00	100.00%	\$0.00	\$0.00
5	Tank Slab, Bollards, and Appurtenances	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$0.00
6	10,000 Gallon Jet A Fuel Tank System	\$34,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
7	10,000 Gallon AvGas Fuel Tank System	\$33,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
8	Remote Tank Fill Port Connection	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
9	Five Extinguisher and Cabinet	\$350.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
10	4" Modified Subbase, Driveway	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$0.00
11	8" PCC Paving for Driveway	\$12,500.00	\$0.00	\$12,500.00	\$0.00	\$12,500.00	100.00%	\$0.00	\$0.00
12	Seeding and Fertilizing	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
<b>GRAND TOTALS</b>		\$126,750.00	\$0.00	\$35,197.50	\$0.00	\$35,197.50	29.40%	\$89,480.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

## Notes!

Item 4 - Shouldering has not been completed. Approved payment at 80%.

Item 10 - Subbase measured 75.1' x 17' = 141.9 S.Y. @ 25' = \$3,547.50

Item 11 - Driveway paving measured 73.1' x 15' = 121.8 S.Y. @ 100 = \$12,180.00



August 1, 2012

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

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RE: Aviation Fuel Tank Improvements  
Creston Municipal Airport  
PN 4374.01

---

Dear Mike:

Enclosed are three copies of a proposed Amendment to our Engineering Services Agreement for the referenced project. This Amendment will provide for preparation of a Spill Prevention, Control, and Countermeasure (SPCC) plan for the airport. This is a DNR requirement for the airport now that we will have 20,000 gallons of above ground fuel storage. I have discussed this with the DOT and they have indicated that this Amendment will be eligible for reimbursement under the current grant.

If this Amendment is acceptable, please see that all three copies are signed and dated. Then return two copies to me for further distribution, keeping the third copy for your records.

Please let me know if you have any questions in this regard.

Sincerely,

CLAPSADDLE-GARBER ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "W. Grabe", is positioned above the typed name.

William R. Grabe, P.E.  
President

# Amendment #1 Engineering Services Agreement



WHEREAS, THE CITY OF CRESTON, IOWA, the OWNER and CLAPSADDLE-GARBER ASSOCIATES, INC., the ENGINEER have entered into an agreement dated November 1, 2011 for the purpose of providing professional engineering services for a project to construct certain above ground Aviation Fuel Tank Improvements at the Creston Municipal Airport, and

WHEREAS, the OWNER now desires to prepare a Spill Prevention, Control, and Countermeasure (SPCC) plan.

NOW, THEREFORE, the OWNER and ENGINEER agree to amend the AGREEMENT by adding the following to the scope of work:

1. The ENGINEER shall prepare an SPCC plan in general accordance with the requirements of the U.S. Environmental Protection Agency for approval and adoption by the OWNER.

The OWNER shall pay the ENGINEER a fixed fee of \$5,200 for this additional work.

All other terms and conditions of the AGREEMENT shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement this \_\_\_ day of August, 2012.

**OWNER**

City of Creston, Iowa

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Attested by:**

\_\_\_\_\_

Title: City Clerk

**ENGINEER**

Clapsaddle-Garber Associates, Inc.

By: Will D. Hill

Title: President

**Attested by:**

Robert Hill

Title: Corp. Sec

# AKIN BUILDING CENTERS

604 Sheldon  
Creston, Iowa 50801

(641)-782-3310 Phone  
(641)-782-3234 Fax

**To:** Attn: Mike Taylor **From:** Deanna

**Fax:** 641-782-6377 **Pages:** 2 with cover sheet

**Phone:** **Date:** 7/16/12

**Re:** Bills for Habitat for next City Council Mtg **CC:**

Urgent     For Review     Please Comment     Please Reply     Please Recycle

Mike-

Attached is a bill for the next city council meeting. I have sent copies to Jeremy as well.

Let me know if you have any questions.

Thanks!

Deanna Petersen  
 Akin Building Center  
 604 Sheldon Ave  
 Creston, IA 50801  
 641-782-3310  
 641-782-3234



A handwritten number '21.20' is circled in black ink.

# AKIN BUILDING CENTERS

604 Sheldon  
Creston, Iowa 50801

(641)-782-3310 Phone  
(641)-782-3234 Fax

**To:** Attn: Mike Taylor **From:** Deanna

---

**Fax:** 641-782-6377 **Pages:** 3 with cover sheet

---

**Phone:** **Date:** 7/19/12

---

**Re:** Bills for Habitat for next City Council Mtg **CC:**

---

Urgent     For Review     Please Comment     Please Reply     Please Recycle

Mike-

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Let me know if you have any questions.

Thanks!

Deanna Petersen  
Akin Building Center  
604 Sheldon Ave  
Creston, IA 50801  
641-782-3310  
641-782-3234

#460.38

# AKIN BUILDING CENTERS

604 Sheldon  
Creston, Iowa 50801

(641)-782-3310 Phone  
(641)-782-3234 Fax

**To:** Attn: Mike Taylor                      **From:** Deanna

---

**Fax:** 641-782-6377                      **Pages:** 8 with cover sheet

---

**Phone:**                                      **Date:** 8/2/12

---

**Re:** Bills for Habitat for next City Council Mtg **CC:**

Urgent     For Review     Please Comment     Please Reply     Please Recycle

Mike-

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Let me know if you have any questions.

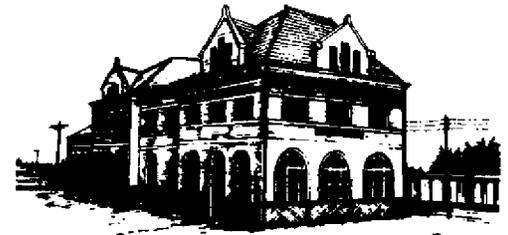
Thanks!

Deanna Petersen  
Akin Building Center  
604 Sheldon Ave  
Creston, IA 50801  
641-782-3310  
641-782-3234

#1,781,44

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*

July 27, 2012

I, Robert C. Peinelt, 303 W. Adams Street, Creston, Iowa 50801.

Will be working as an independent contractor providing janitorial services for the City of Creston. Hours worked will be billed to the City on a bi-monthly or monthly basis. The rate will be invoiced at \$8.00 per hour worked for up to a maximum of five hours per week. The City will set the work schedule and will provide materials and supplies necessary to perform the required services.

Although no employer / employee relationship exists, the city reserves the right to monitor and evaluate contractor performance. If, in the judgment of the City, the contractor does not fulfill the terms of the arrangement, the contractor maybe terminated.

The contractor, in execution of this document, agrees to hold the City of Creston, Iowa, its officers, elected officials and employees harmless from any and all injuries, damages or other claims which may be made against the City as the result of the activities of the contractor in performing the terms of the arrangement.

The contractor also agrees to hold the City, its elected officials, officers, and employees harmless from any claims for injuries suffered by contractor, while performing the terms of the arrangement.

This agreement can be terminated by either party with a thirty day written notice.

This document constitutes the entire arrangement between the parties and any modification will be in a written form prior to any implementation.

Signed and dated.

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

City Representative: \_\_\_\_\_ Date: \_\_\_\_\_



.516 Nicholas Street, Omaha, NE 68154  
Phone: (402) 496-3276 Fax: (402) 496-7956  
www.farmers-national.com

# Real Estate Sale Contract

This is a legally binding contract, if not understood, seek legal advice.



Sale No.: \_\_\_\_\_

Date: 7/30/12

The undersigned, Estate of Neva Peterson, Purchaser, having examined the below describe premises to my complete satisfaction, hereby offers to purchase the same, through Farmers National Company, on the terms and conditions set forth, herein.

This offer shall expire at \_\_\_\_\_ o'clock \_\_\_\_\_ m., \_\_\_\_\_, 20\_\_\_\_. If notification of the Seller's unqualified acceptance of this offer is not communicated to me prior to that time by the Seller or his agent, this offer shall be deemed revoked, and my earnest money promptly refunded to me. I acknowledge that no other agent has offered this property to me, and that no representation made to me by the agent are being relied upon by me, other than those set forth, herein.

Legal Description:

Approx: 3 1/2 acres in the NW 1/4 section 8, T72N R30W Highland Township, Exact acres and legal to be determined by survey. (See attached aerial map)

containing \_\_\_\_\_ acres more or less situated in Union County, Iowa State including all minerals, appurtenant rights, privileges, easements, buildings and fixtures in their current condition, except the following:

No exceptions

I agree to pay the Seller the total sum of Sixteen Thousand One Hundred dollars (\$ 16,100) for the real estate, as follows:

Earnest money in the amount of Five Thousand dollars (\$ 5,000) accompanies this contract, having been deposited with City of Creston, the receipt of which is hereby acknowledged by Farmers National Company. I understand that my earnest money check will be cashed upon acceptance of this offer by the Seller.

At closing, upon delivery of a Warranty deed, and all other documents needed to properly transfer title, Eleven Thousand One Hundred dollars (\$ 11,100) shall be paid to the Seller by certified check, money order, or wire transfer. The balance shall be paid over a term of Not Applicable (N/A)

at an annual rate of interest of N/A %, secured by N/A

with the following additional terms: None

Closing of the sale shall occur on or about 11/1, 20 12, following which I am to have possession of the property unless an alternative possession date is otherwise agreed to.

Seller shall provide me with evidence of marketable title in the form of a complete updated abstract of title () or a policy of title insurance (\_\_\_\_). Objections to title, if any, shall be presented to the Seller within seven days thereafter. The closing shall occur on or about the agreed date to close, or within seven days after title objections have been cured by the Seller, whichever date is later. I agree to pay 0 % of the cost of providing evidence of marketable title, the balance to be paid by the Seller. Farmers National Company assumes no responsibility for providing evidence of marketable title, examination of the title, or curing title defects, nor for any closing delays caused thereby.

If the title to the property cannot be made marketable, my earnest money shall be refunded. Should I decline to consummate the purchase, the Seller shall be entitled to retain the earnest money as liquidated damages. In either event, I agree to immediately abandon all claims upon the property, and the Seller shall have an unqualified right to full possession thereof.

In the event of loss or damage to the property prior to closing, I agree to accept an insurance settlement in lieu of repair or replacement. I understand that I may secure additional coverage at any time at my expense. At closing, insurance covering the property, crops and improvements, shall be provided for as follows:

Seller to maintain current insurance to date of closing

Seller shall terminate any leases on the property prior to closing, unless otherwise agreed herein.

Seller shall pay real estate taxes and special assessments, based on tax record information as of closing, as follows:

Real estate taxes to be prorated to date of closing

All subsequent taxes shall be my responsibility following closing.

I agree to accept the assignment and responsibilities thereof of all existing Federal/State program contracts from the Seller, if any.

Miscellaneous Provisions: \_\_\_\_\_

Survey to be completed at Seller's expense, Agent representing the Neva Peterson estate has an active Iowa Real Estate license.

Purchaser and Seller acknowledge and understand that the closing of the sale will be handled by an Escrow Closing Service and that the Broker is authorized to transfer the earnest money or any other funds it receives to said Escrow Service before or at time of closing. After said transfer Broker shall have no further responsibility or liability to Purchaser or Seller for the accounting of said funds. Escrow fees shall be equally divided between Purchaser and Seller unless Purchaser is obtaining a VA or FHA loan, then cost shall be paid by Seller. The identified Escrow Closing Service is City of Weston. If the identity is unknown at the date of this contract, such identification will be made at the earliest opportunity.

**Disclosure Statement:** It is clearly understood and agreed by the parties hereto that Farmers National Company is acting as or under the following relationship, Seller Agent \_\_\_\_\_ Purchaser Agent  Designated Agency \_\_\_\_\_ Dual Agency \_\_\_\_\_ Limited Agency \_\_\_\_\_ or as a Transactional Broker \_\_\_\_\_ and that all parties have been provided with any state required brokerage disclosure information.

**OFFER**

<u>Gregory Mark Peterson POA</u> Purchaser	<u>7/30/12</u> Date	<u>4420 Grand Ave</u> Address
SS #: _____		<u>Des Moines, IA 50312</u>
<u>Joni Peterson POA</u> Purchaser	<u>7/30/12</u> Date	<u>3367 Ivy Ave</u> Address
SS #: _____		<u>Lorain, IA 50149</u>

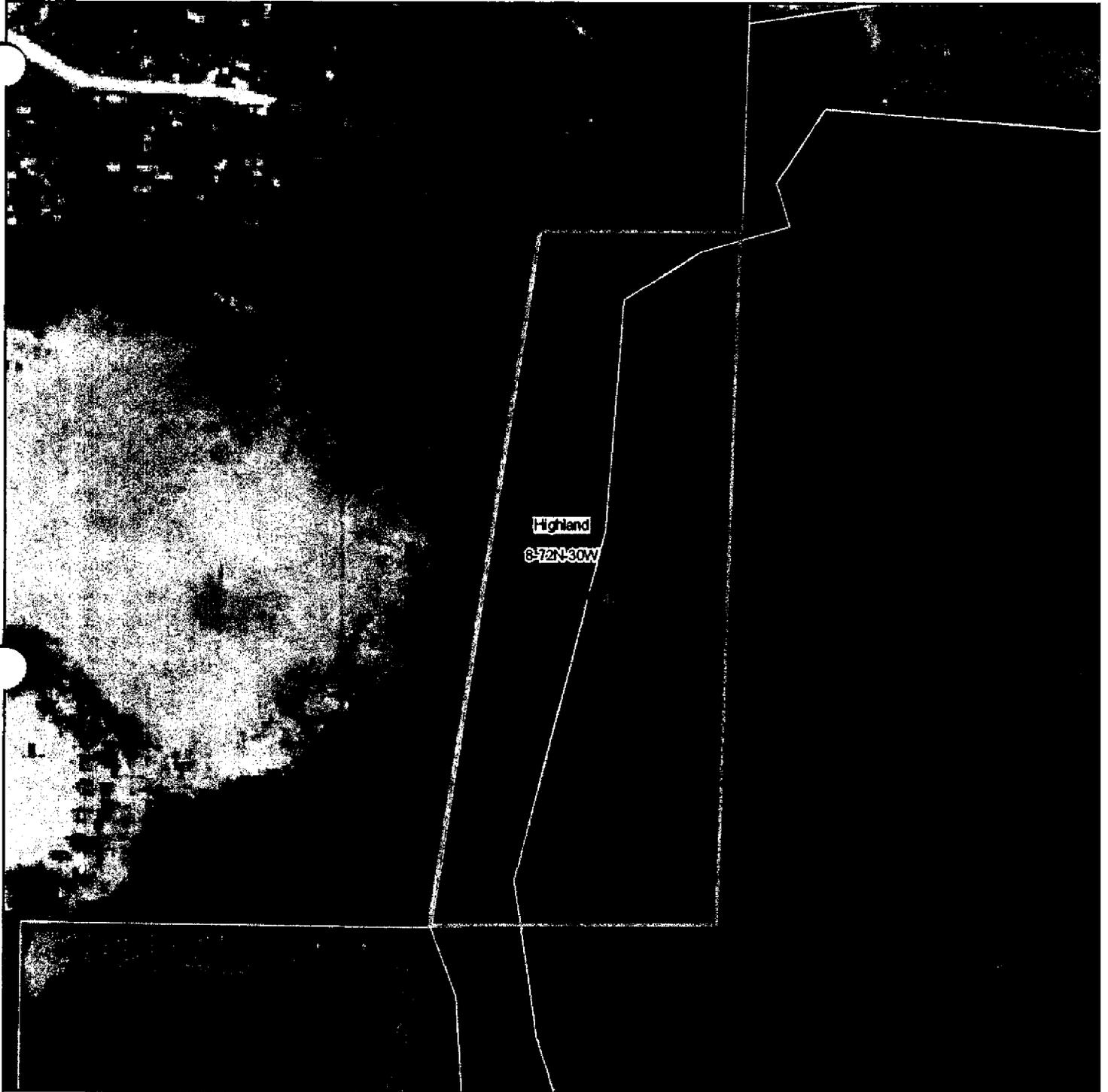
**ACCEPTANCE**

Seller _____	Date _____	Seller _____	Date _____
SS #: _____		SS #: _____	
Seller _____	Date _____	Seller _____	Date _____
SS #: _____		SS #: _____	

FARMERS NATIONAL COMPANY, AGENT

By: Joni Peterson

# Aerial Map



map center: 41° 3' 16.69, 94° 19' 58.91  
scale: 1587

**8-72N-30W**  
**Union County**  
**Iowa**



7/18/2012

Maps provided by:



AgriData, Inc. 2012

[www.AgriDataInc.com](http://www.AgriDataInc.com)

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

# Aerial Map



map center: 41° 3' 13.18, 94° 19' 57.08

scale: 4614

**8-72N-30W**  
**Union County**  
**Iowa**



7/30/2012

Maps provided by:



©AgriData, Inc. 2012

[www.AgriDataInc.com](http://www.AgriDataInc.com)

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.



**Resolution # \_\_\_\_\_**

**Awarding Housing Rehabilitation Contract for Project # 2-3**

**WHEREAS**, sealed bids were solicited on house #3b related to CDBG Project 09-HSG-022.

**WHEREAS**, sealed bids were received at Southern Iowa Council of Governments office located at 101 East Montgomery Street, Creston, Iowa at 9:00 a.m. on July 26, 2012.

**WHEREAS**, of the three (3) bidders submitting valid bids, the following was the apparent low bidder:

Fredricksen Construction in the amount of \$33,700.00

**THEREFORE**, be it resolved that the City of Creston award Project # 3b to Fredricksen Construction in the amount of \$33,700.00 in accordance with the terms set forth by the administration plan and bid document.

**BE IT RESOLVED**, with the following vote that this motion be passed by the City of Creston, Iowa on the 7th day of August, 2012.

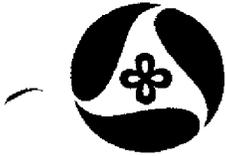
AYES \_\_\_\_\_

NAYS \_\_\_\_\_

Attest:

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

\_\_\_\_\_  
Lisa Williamson, City Clerk



# Iowa Department of Transportation

800 Lincoln Way, Ames, IA 50010

515-239-1549  
FAX: 515-233-7983

April 17, 2012

RE: Project No. RRP-RR02(162)--8A-00  
U.S.DOT crossing 063200H  
New York Avenue, Creston, Iowa

Kevin Kruse  
City of Creston  
116 West Adams Street  
Creston, Iowa 50801

Dear Mr. Kruse:

Enclosed are two original Agreements covering the installation of raised medians and pedestrian improvements for the above referenced project.

Please arrange for execution of both Agreements by City officials and after signing, please send both Agreements back to this office for further approval. Project plans and cost estimates will need to be prepared and submitted for Department review and approval.

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

Sincerely,

A handwritten signature in cursive script that reads "James L. Gibson".

James L. Gibson  
Office of Rail Transportation

JLG:lkh  
Enclosures (2)

**AGREEMENT**

between

**STATE OF IOWA**

Iowa Department of Transportation

and

**CRESTON, IOWA**

for the construction and cost participation covering the  
installation of safety improvements at the railroad crossing at  
Milepost 393.40 on New York Avenue and the BNSF Railway Company's track in  
Creston, Iowa and for reimbursement under 23 USC Section 130

**Project No.: RRP-RR02(162)--8A-00**

**U.S. DOT No. 063200H**

**STATE Contact Person:** Jim Gibson

Iowa Department of Transportation

800 Lincoln Way

Ames, IA 50010

Telephone No. 515-239-1549

**HIGHWAY AUTHORITY Contact Person:** Kevin Kruse

Address: 116 West Adams Street, Creston, IA 50801

Telephone No.: 641-782-2000

**RRP(162) 2012**

## AGREEMENT

### SECTION 1. Contracting Parties

This Agreement is between the State of Iowa acting by and through the Iowa Department of Transportation, hereafter called the STATE, and the City of Creston, Iowa, hereafter called the HIGHWAY AUTHORITY.

IN CONSIDERATION OF the mutual promises contained herein the HIGHWAY AUTHORITY and the STATE agree as follows:

### SECTION 2. Purpose of Agreement

The STATE and the HIGHWAY AUTHORITY enter into this Agreement for the purpose of installing raised medians and pedestrian channelization devices at the New York Avenue crossing of the BNSF Railway Company tracks in Creston, Iowa. The STATE agrees to secure funds under 23 USC Section 130 for the costs of this construction. The work shall hereinafter be referred to as the Project.

It is specifically understood and agreed that the HIGHWAY AUTHORITY shall have no obligation to perform any individual Project until such time as the agreement is fully executed by all parties identified.

### SECTION 3. Preliminary Engineering

Preliminary Engineering includes production of construction plans and cost estimates prepared by the HIGHWAY AUTHORITY or its consultant for this Agreement. The project plans and the cost estimate labeled as Exhibit "A" shall be attached and by this reference incorporated into the Agreement. The HIGHWAY AUTHORITY shall submit project plans to the STATE for approval prior to the start of construction.

SECTION 4. HIGHWAY AUTHORITY Responsibility

The HIGHWAY AUTHORITY or its consultant shall provide all engineering, materials, and labor to construct the project. The project shall be constructed in a good workmanlike manner, and shall be constructed in compliance with the Manual on Uniform Traffic Control Devices for Streets and Highways (23 CFR 655F).

The HIGHWAY AUTHORITY shall insure that all pavement markings are properly painted and advanced warning signs are in place and maintained as required by Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways. The HIGHWAY AUTHORITY shall also insure clear motorist view from the roadway lanes of the flashing lights and gates currently installed at this location. This clear view shall be maintained by the HIGHWAY AUTHORITY for as long as the signals remain at the crossing.

The HIGHWAY AUTHORITY shall be responsible for payment of the local match for this Project as described in Section 11 of this Agreement.

SECTION 5. Notification Requirements

The HIGHWAY AUTHORITY shall notify the STATE's contact person no later than 14 days prior to the start of the Project at the crossing. The HIGHWAY AUTHORITY shall also notify the STATE's contact person when the work at the Project location is completed. The STATE's contact person is shown on page 1 of the Agreement.

SECTION 6. Work Start and Completion

The HIGHWAY AUTHORITY or its consultant shall begin construction of the Project as soon as possible after the STATE gives written authorization to proceed, and shall complete the Project within twelve (12) months of written authorization to proceed. The Project shall be

considered complete when the HIGHWAY AUTHORITY physically completes the work. Costs incurred for work after twelve (12) months of STATE authorization will not be reimbursed unless the HIGHWAY AUTHORITY has requested and received from the STATE a written extension of the time for completion. The STATE shall have complete discretion and be the sole authority to grant or deny extensions. HIGHWAY AUTHORITY costs incurred for work following time extensions will not be reimbursed.

SECTION 7. Delegation of Work

The HIGHWAY AUTHORITY shall perform the Project work with its own forces or its STATE approved consultant.

SECTION 8. Regulations Affecting this Agreement

The Project shall be financed from 23 USC Section 130 Railroad-Highway Crossings Fund as described in Section 11 herein. Regulations of the Federal Highway Administration apply to the Project financed from funds appropriated under Federal Highway legislation and are subject to all applicable STATE laws, rules, and regulations. Specific reference is made to the Code of Federal Regulations (CFR): 23CFR 646B, 23 CFR 140I, 23 CFR 924, 49 CFR 234; Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways (23 CFR 655F); and any supplements or revisions to the Manual issued by the Federal Highway Administration. The COMPANY, and all agents of the COMPANY that participate in the project, shall comply with Regulations relative to nondiscrimination in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements pursuant to 49 CFR Subtitle A, Part 21 – to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance

from the STATE.

This project is subject to the requirements of the amended Davis-Bacon Act and 49 CFR Part 26 Disadvantaged Business Enterprise (DBE) participation.

SECTION 9. Documentation of Material and Labor

The HIGHWAY AUTHORITY or its consultant shall document all materials and labor used to complete the Project in accordance with the 23 CFR 140I.

SECTION 10. Project Inspection

The STATE and the HIGHWAY AUTHORITY shall have the right to inspect the Project work at any time. After the Project has been completed the HIGHWAY AUTHORITY shall deliver to the STATE a materials inventory list for the Project. The STATE will arrange an inspection with the HIGHWAY AUTHORITY so it can determine whether the Project complies with the terms of the Agreement and whether the installation is consistent with the material list supplied by the HIGHWAY AUTHORITY. After the Project has been completed and inspected the HIGHWAY AUTHORITY shall deliver to the STATE a fully signed "CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE" supplied by the STATE showing completion in accord with the agreement and acceptance of the work by the HIGHWAY AUTHORITY. The signed certificate shall mean the Project has been satisfactorily completed, and no further work is required.

SECTION 11. Progressive and Final Payments

It is understood the STATE and the HIGHWAY AUTHORITY enter this Agreement for the use of Federal-Aid 23 USC 130 funds to reimburse the HIGHWAY AUTHORITY for ninety percent (90%) of the total eligible costs for this Project. The HIGHWAY AUTHORITY shall pay ten percent (10%) of the total cost of this Project. The HIGHWAY AUTHORITY shall be

required to pay the initial Project costs. The HIGHWAY AUTHORITY and its consultant shall keep an accurate and detailed account of the actual and necessary material and labor costs incurred in its performance of the work. Project cost records shall be maintained in accord with 23 CFR 140I and separated by Project location.

The HIGHWAY AUTHORITY may submit progressive bills to the STATE for ninety percent (90%) of its material and labor costs for the Project. The billing for material shall be for those materials which have been delivered to the Project location or specifically purchased and delivered to the HIGHWAY AUTHORITY for use on this Project. The STATE shall reimburse the HIGHWAY AUTHORITY for the total eligible cost of these progressive billings.

Upon completion of the Project the HIGHWAY AUTHORITY shall submit a detailed statement in no less than three (3) counterparts to the STATE for reimbursement of ninety percent (90%) of the total actual and necessary expense of the work represented by the items shown in the Exhibit "A".

The STATE shall audit HIGHWAY AUTHORITY and consultant records to determine compliance with the Agreement and total reimbursable labor and material costs. Reimbursement to the HIGHWAY AUTHORITY shall be governed by the STATE's CERTIFICATE OF AUDIT for the Project location. This Certificate shall establish the eligible Project cost. The HIGHWAY AUTHORITY shall reimburse the STATE for any justifiable exceptions. The STATE reimbursement to the HIGHWAY AUTHORITY shall not exceed the Federal Highway Administration reimbursement under 23 USC 130.

SECTION 12. Successors In Interest

This Agreement is binding upon all successors and assigns.

SECTION 13. No Prior Representation

This Agreement and its exhibits constitute the entire Agreement between the STATE and the HIGHWAY AUTHORITY concerning this Project. Any substantial change in the Project as determined by the STATE and the HIGHWAY AUTHORITY must receive prior written approval by the STATE.

SECTION 14. Effective Date of Agreement

This Agreement shall be effective upon the date of the STATE's execution.

SECTION 15. Notices to Contact Persons

All notices required under this Agreement shall be made to the respective Contact Persons listed on page 1 of this Agreement.

SECTION 16. Termination Due to Lack of Funds

Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, the STATE shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following: 1. The federal government, legislature or governor fail in the sole opinion of the STATE to appropriate funds sufficient to allow the STATE to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement; or 2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the STATE to make any payment hereunder are insufficient or unavailable for any other reason as determined by the STATE in its sole discretion; or 3. If the STATE's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified.

The STATE shall provide the HIGHWAY AUTHORITY with written notice of termination pursuant to this section. The STATE will pay the HIGHWAY AUTHORITY for the STATE share of the non-cancelable obligations allowable under the Agreement and properly incurred by the HIGHWAY AUTHORITY prior to termination.

SECTION 17. Execution Clause

This Agreement may be executed and delivered in two or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of any section, provision, or part thereof not found to be invalid or unconstitutional.

IN WITNESS WHEREOF the HIGHWAY AUTHORITY and the STATE hereto have caused this Agreement to be executed by their duly authorized officers as of the dates below indicated.

Executed by the HIGHWAY AUTHORITY this

City of Creston

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By \_\_\_\_\_

Name and Title

Executed by the STATE this

STATE OF IOWA

Iowa Department of Transportation

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By \_\_\_\_\_

Tamara Nicholson, P.E.  
Director, Office of Rail Transportation



# Iowa Department of Transportation

800 Lincoln Way, Ames, IA 50010

515-239-1549  
FAX: 515-233-7983

April 17, 2012

RE: Project No. RRP-RR01(162)--8A-00  
U.S.DOT crossing 063199R  
Elm Street, Creston, Iowa

Kevin Kruse  
City of Creston  
116 West Adams Street  
Creston, Iowa 50801

Dear Mr. Kruse:

Enclosed are two original Agreements covering the installation of raised medians and pedestrian improvements for the above referenced project.

Please arrange for execution of both Agreements by City officials and after signing, please send both Agreements back to this office for further approval. Project plans and cost estimates will need to be prepared and submitted for Department review and approval.

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

Sincerely,

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James L. Gibson  
Office of Rail Transportation

JLG:ikh  
Enclosures (2)

**AGREEMENT**

between

**STATE OF IOWA**

Iowa Department of Transportation

and

**CRESTON, IOWA**

for the construction and cost participation covering the  
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Milepost 393.18 on Elm Street and the BNSF Railway Company's track in  
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**Project No.: RRP-RR01(162)--8A-00**

**U.S. DOT No. 063199R**

**STATE Contact Person: Jim Gibson**

Iowa Department of Transportation

800 Lincoln Way

Ames, IA 50010

Telephone No. 515-239-1549

**HIGHWAY AUTHORITY Contact Person: Kevin Kruse**

Address: 116 West Adams Street, Creston, IA 50801

Telephone No.: 641-782-2000

**RRP(162) 2012**

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The HIGHWAY AUTHORITY shall notify the STATE's contact person no later than 14 days prior to the start of the Project at the crossing. The HIGHWAY AUTHORITY shall also notify the STATE's contact person when the work at the Project location is completed. The STATE's contact person is shown on page 1 of the Agreement.

SECTION 6. Work Start and Completion

The HIGHWAY AUTHORITY or its consultant shall begin construction of the Project as soon as possible after the STATE gives written authorization to proceed, and shall complete the Project within twelve (12) months of written authorization to proceed. The Project shall be

considered complete when the HIGHWAY AUTHORITY physically completes the work. Costs incurred for work after twelve (12) months of STATE authorization will not be reimbursed unless the HIGHWAY AUTHORITY has requested and received from the STATE a written extension of the time for completion. The STATE shall have complete discretion and be the sole authority to grant or deny extensions. HIGHWAY AUTHORITY costs incurred for work following time extensions will not be reimbursed.

SECTION 7.     Delegation of Work

The HIGHWAY AUTHORITY shall perform the Project work with its own forces or its STATE approved consultant.

SECTION 8.     Regulations Affecting this Agreement

The Project shall be financed from 23 USC Section 130 Railroad-Highway Crossings Fund as described in Section 11 herein. Regulations of the Federal Highway Administration apply to the Project financed from funds appropriated under Federal Highway legislation and are subject to all applicable STATE laws, rules, and regulations. Specific reference is made to the Code of Federal Regulations (CFR): 23CFR 646B, 23 CFR 140I, 23 CFR 924, 49 CFR 234; Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways (23 CFR 655F); and any supplements or revisions to the Manual issued by the Federal Highway Administration. The COMPANY, and all agents of the COMPANY that participate in the project, shall comply with Regulations relative to nondiscrimination in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements pursuant to 49 CFR Subtitle A, Part 21 -- to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance

from the STATE.

This project is subject to the requirements of the amended Davis-Bacon Act and 49 CFR Part 26 Disadvantaged Business Enterprise (DBE) participation.

SECTION 9. Documentation of Material and Labor

The HIGHWAY AUTHORITY or its consultant shall document all materials and labor used to complete the Project in accordance with the 23 CFR 140I.

SECTION 10. Project Inspection

The STATE and the HIGHWAY AUTHORITY shall have the right to inspect the Project work at any time. After the Project has been completed the HIGHWAY AUTHORITY shall deliver to the STATE a materials inventory list for the Project. The STATE will arrange an inspection with the HIGHWAY AUTHORITY so it can determine whether the Project complies with the terms of the Agreement and whether the installation is consistent with the material list supplied by the HIGHWAY AUTHORITY. After the Project has been completed and inspected the HIGHWAY AUTHORITY shall deliver to the STATE a fully signed "CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE" supplied by the STATE showing completion in accord with the agreement and acceptance of the work by the HIGHWAY AUTHORITY. The signed certificate shall mean the Project has been satisfactorily completed, and no further work is required.

SECTION 11. Progressive and Final Payments

It is understood the STATE and the HIGHWAY AUTHORITY enter this Agreement for the use of Federal-Aid 23 USC 130 funds to reimburse the HIGHWAY AUTHORITY for ninety percent (90%) of the total eligible costs for this Project. The HIGHWAY AUTHORITY shall pay ten percent (10%) of the total cost of this Project. The HIGHWAY AUTHORITY shall be

required to pay the initial Project costs. The HIGHWAY AUTHORITY and its consultant shall keep an accurate and detailed account of the actual and necessary material and labor costs incurred in its performance of the work. Project cost records shall be maintained in accord with 23 CFR 140I and separated by Project location.

The HIGHWAY AUTHORITY may submit progressive bills to the STATE for ninety percent (90%) of its material and labor costs for the Project. The billing for material shall be for those materials which have been delivered to the Project location or specifically purchased and delivered to the HIGHWAY AUTHORITY for use on this Project. The STATE shall reimburse the HIGHWAY AUTHORITY for the total eligible cost of these progressive billings.

Upon completion of the Project the HIGHWAY AUTHORITY shall submit a detailed statement in no less than three (3) counterparts to the STATE for reimbursement of ninety percent (90%) of the total actual and necessary expense of the work represented by the items shown in the Exhibit "A".

The STATE shall audit HIGHWAY AUTHORITY and consultant records to determine compliance with the Agreement and total reimbursable labor and material costs. Reimbursement to the HIGHWAY AUTHORITY shall be governed by the STATE's CERTIFICATE OF AUDIT for the Project location. This Certificate shall establish the eligible Project cost. The HIGHWAY AUTHORITY shall reimburse the STATE for any justifiable exceptions. The STATE reimbursement to the HIGHWAY AUTHORITY shall not exceed the Federal Highway Administration reimbursement under 23 USC 130.

SECTION 12. Successors In Interest

This Agreement is binding upon all successors and assigns.

SECTION 13. No Prior Representation

This Agreement and its exhibits constitute the entire Agreement between the STATE and the HIGHWAY AUTHORITY concerning this Project. Any substantial change in the Project as determined by the STATE and the HIGHWAY AUTHORITY must receive prior written approval by the STATE.

SECTION 14. Effective Date of Agreement

This Agreement shall be effective upon the date of the STATE's execution.

SECTION 15. Notices to Contact Persons

All notices required under this Agreement shall be made to the respective Contact Persons listed on page 1 of this Agreement.

SECTION 16. Termination Due to Lack of Funds

Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, the STATE shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following: 1. The federal government, legislature or governor fail in the sole opinion of the STATE to appropriate funds sufficient to allow the STATE to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement; or 2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the STATE to make any payment hereunder are insufficient or unavailable for any other reason as determined by the STATE in its sole discretion; or 3. If the STATE's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified.

The STATE shall provide the HIGHWAY AUTHORITY with written notice of termination pursuant to this section. The STATE will pay the HIGHWAY AUTHORITY for the STATE share of the non-cancelable obligations allowable under the Agreement and properly incurred by the HIGHWAY AUTHORITY prior to termination.

SECTION 17. Execution Clause

This Agreement may be executed and delivered in two or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of any section, provision, or part thereof not found to be invalid or unconstitutional.

IN WITNESS WHEREOF the HIGHWAY AUTHORITY and the STATE hereto have caused this Agreement to be executed by their duly authorized officers as of the dates below indicated.

Executed by the HIGHWAY AUTHORITY this

City of Creston

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By \_\_\_\_\_

Name and Title

Executed by the STATE this

STATE OF IOWA

Iowa Department of Transportation

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By \_\_\_\_\_

Tamara Nicholson, P.E.

Director, Office of Rail Transportation

**SOUTHWEST IOWA  
HOT AIR BALLOON RACES  
208 W. Taylor P. O. Box 471  
Creston, Iowa 50801**

**REQUESTED STREET CLOSINGS & PARADE PERMIT REQUEST FOR  
THE 2012 HOT AIR BALLOON DAYS**

**SATURDAY, SEPTEMBER 15**

FOR THE PARADE LINE-UP. FROM WALNUT TO CHERRY ON MONTGOMERY, AND ON CHERRY FROM MONTGOMERY TO HOWARD FROM 9:00A.M. UNTIL AFTER THE PARADE ABOUT 12:30 P.M.

CLOSE MONTGOMERY FROM CHERRY TO WALNUT FOR THE BUSES TO PARK UNTIL AFTER THE AWARD CEREMONY.

THE WEST DEPOT PARKING LOT ALL DAY FROM 5:00 A.M. TO 5:00 P.M. FOR THE ART AND CRAFT SHOW.

THE EAST DEPOT PARKING LOT FOR THE BANDS AWARD CEREMONY FROM 6:00 A.M. TILL NOON.

WE WOULD LIKE NO PARKING ON SOUTH CHERRY FROM TAYLOR STREET (OR HIGHWAY 34) TO THE CITY LIMITS FOR SAFETY TO THE PUBLIC FROM 6 A.M. TO 10 P.M. ON SATURDAY.

WE WOULD APPRECIATE TRAFFIC CONTROL AT HIGHWAY 34 AND SOUTH CHERRY FOLLOWING LIFT-OFF SATURDAY MORNING, AND AFTERNOON AND AFTER NIGHT GLOW.

**FRIDAY, SEPTEMBER 14 AND SATURDAY, SEPTEMBER 15**

CLOSE MAPLE STREET FROM ADAMS TO MONTGOMERY FOR THE FLEA MARKET. STOPPING TRAFFIC FROM 8:00 P.M. ON FRIDAY TO SATURDAY AT 6:00 P.M. PLEASE CLOSE THE ALLEY AT MAPLE.

WE NEED A PARADE PERMIT FOR SATURDAY, SEPTEMBER 15, AT 10:30 A.M. THE PARADE ROUTE WILL BE MILLS AT CHERRY WEST TO PINE, SOUTH TO MONTGOMERY, WEST TO DIVISION, SOUTH TO ADAMS, EAST TO THE EAST DEPOT PARKING LOT. WE WOULD APPRECIATE HAVING PARKING RESTRICTED ON THE PARADE ROUTE.

COULD WE PLEASE HAVE THE BARRICADES SET UP EARLY IN THE MORNING.

THANK YOU FOR YOUR HELP IN MAKING BALLOONING A SUCCESS.

SOUTHWEST IOWA HOT AIR BALLOON COMMITTEE

ROGER LANNING  
PRESIDENT

Park and Recreation Board  
Meeting Minutes  
Tuesday, July 10 2012

The Park and Recreation Board met in regular session. Attending were: John Kawa, Mark Huff, Rich Paulson, Jane Brown and John Anderson.

The Board approved the minutes of the July 2, 2012 meeting.

Motion--Kawa

Second--

All voted aye. Motion carried.

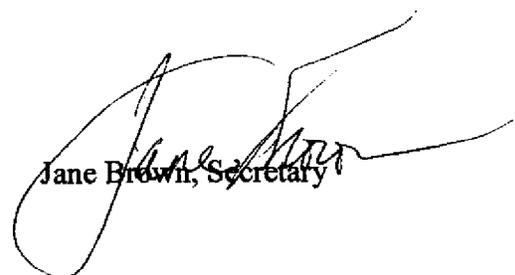
The board finalized the schedule of events for the McKinley Park Festival.

The next meeting is scheduled for Tuesday July 17, 2012 at 5:30 pm in the McKinley Park Shelter #2.

The meeting adjourned at 6:30pm.



John Kawa, Chairman



Jane Brown, Secretary