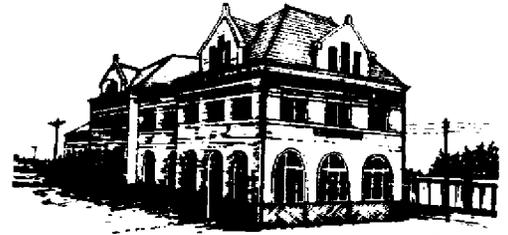


City of  
**CRESTON, IOWA**

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:** Larry Wynn, Randy White, Loyal Winborn, Betty Shelton, Marsha Wilson, Larry Wagner, Terry Koets  
**CITY CLERK:** Lisa Williamson  
**CITY ADMINISTRATOR:** Mike Taylor  
**CITY ATTORNEY:** Skip Kenyon

**Regular Meeting Agenda**  
**City Hall/Restored Depot**  
**Council Chambers**  
**July 20, 2010**  
**6:00 p.m.**  
**Last updated: 07/16/2010 3:16 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.*
  - a. **Minutes of:** July 6, 2010 – Regular Meeting
  - b. **Claims:**
    - i. Total Claims - \$476,240.99
  - c. **Licenses/Permits:**
    - i. Liquor – Panther Lanes
  - d. Receive Certified List of Police Officer Candidates from Creston Civil Service Commission
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 Payment Estimate #6 of \$79,576.75 to Havens Construction for work completed on the 2009 East Side Sewer Project
  2. Resolution to approve Pay Estimate #1 of \$100,356.48 to Wicks Construction for work completed on Cottonwood Reconstruction Project
  3. Resolution to approve the purchase of a 2001 International Bucket Truck for \$11,101.00 for the Street Department
  4. Appointment with Garden & Associates and Park & Recreation Board
  5. Review Safe Room progress and Resolution for authorization to proceed
  6. Resolution to approve request of \$5,000 to Balloon Days Committee for the Balloon Days' festivities to be paid for from the Hotel/Motel Fund

7. Resolution to set a public hearing for an easement request from Jason Wilkie, 1201 Clayton Road, to cut two holes in the walking trail retaining wall for drainage tile
8. Resolution to approve and authorize the Mayor to sign agreement with IDOT for FY '11 – Airport Improvement Program – this project is to improve the fuel system
9. Motion to approve recommendation by SICOG to amend WIRB Budget for Summit Lake Watershed
10. Motion to approve allowing the Creston Volunteer Fire Department to hold water fights at the Creston Municipal Airport during Balloon Days' festivities (Sept. 17-19, 2010)

**8. Other Items**

**9. Adjournment**

## REGULAR MEETING OF THE CRESTON CITY COUNCIL JULY 6, 2010

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 Pro-tem Wynn presiding.

Roll call being taken with the following Council members present: Wynn, White, Winborn, Shelton, Wilson, Wagner and Koets.

Wilson moved seconded by Winborn to approve the agenda. All voted aye. Motion declared carried.

Shelton moved seconded by Wilson to approve the consent agenda, which included approval of minutes of June 15, 2010 regular meeting; claims of \$140,488.75 and fund transfers of \$152,237.54; Amusement Permit – Twilight Zone; Liquor License – Elks; Beer/Wine Permit – Casey's #3; Outdoor Service – Oaks Brew Service. All voted aye. Motion declared carried.

No one spoke during Public Forum.

Johny Stephens, owner of property located at 406 N. Vine Street asked Council for an extension on the 60-day extension he had previously received at the April 20, 2010, Council Meeting.

Fire Chief Todd Jackson provided Council with pictures taken of 406 N. Vine Street before the Council Meeting on April 20, 2010, and pictures taken after.

A resolution was offered by Wilson seconded by Shelton to proceed with the acquisition of abandonment of dangerous property located at 406 N. Vine Street per Iowa Code 657A.10A and authorize the Mayor and Clerk to execute the proper documentation. Wagner, Koets, Wynn, White, Winborn, Shelton and Wilson voted aye. Resolution declared passed.

Chip Shultz, Ruan Securities, explained the Standard & Poor's rating the City of Creston received concerning the Cottonwood Street Reconstruction Project.

A resolution was offered by Wagner seconded by Wilson directing the acceptance of a proposal to purchase General Obligation Capital Loan Notes, Series 2010 and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wynn, White, Winborn, Shelton, Wilson and Wagner voted aye. Resolution declared passed.

A resolution was offered by Wagner seconded by Wilson appointing Bankers Trust Company of Des Moines, Iowa, to serve as paying agent, note registrar, and transfer agent, approving the paying agent and note registrar and transfer agent agreement and authorizing the execution of the agreement and authorize the Mayor and Clerk to execute the proper documentation. White, Winborn, Shelton, Wynn, Wilson, Wagner and Koets voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Shelton approving and authorizing a form of loan agreement and authorizing and providing for the issuance of \$1,280,000

General Obligation Capital Loan Notes, Series 2010, and levying a tax to pay the notes and authorize the Mayor and Clerk to execute the proper documentation. Wagner, Koets, Wynn, White, Winborn, Shelton and Wilson voted aye. Resolution declared passed.

A resolution was offered by White seconded by Wilson to approve a contract with Veenstra & Kimm for engineering services on the I-Jobs Project and authorize the Mayor and Clerk to execute the proper documentation. Wagner, Koets, Wynn, White, Winborn, Shelton and Wilson voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Winborn to participate in the planning and development programs of the Southern Iowa Council of Governments and authorize the Mayor and Clerk to execute the proper documentation. Shelton, Wilson, Wagner, Koets, Wynn, White and Winborn voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Shelton to authorize the Greenfield City Attorney, Clint Hight, to act as Creston's City Attorney to prosecute a speeding ticket due to conflict of interest and authorize the Mayor and Clerk to execute the proper documentation. Wagner, Koets, Wynn, White, Winborn, Shelton and Wilson voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by White naming the City of Creston depositories and authorize the Mayor and Clerk to execute the proper documentation. Winborn, Shelton, Wilson, Wagner, Koets, Wynn and White voted aye. Resolution declared passed.

Wilson moved seconded by White to Establish the Third and Final Reading of Ordinance 10-123, AN ORDINANCE AMENDING PROVISIONS PERTAINING TO SPEED LIMITS ON DESIGNATED STREETS, SPECIAL SPEED ZONES AND SPECIAL SPEED RESTRICTIONS. Winborn, Shelton, Wilson, Wagner, Koets, Wynn and White voted aye. Third and Final Reading was established.

Wilson moved seconded by Shelton to Establish the First Reading of Ordinance 10-126, AN ORDINANCE AMENDING PROVISIONS PERTAINING TO VIOLATION OF GENERAL TRAFFIC VIOLATIONS. Wagner, Koets, Wynn, White, Winborn, Shelton and Wilson voted aye. First Reading was established.

Wilson moved seconded by Wagner to waive the Second Reading of Ordinance 10-126, AN ORDINANCE AMENDING PROVISIONS PERTAINING TO VIOLATION OF GENERAL TRAFFIC VIOLATIONS. Koets, Wynn, White, Winborn, Shelton, Wilson and Wagner voted aye. Second Reading was waived.

Wilson moved seconded by Shelton to Establish the Second Reading of Ordinance 10-126, AN ORDINANCE AMENDING PROVISIONS PERTAINING TO VIOLATION OF GENERAL TRAFFIC VIOLATIONS. Wagner, Koets, Wynn, White, Winborn, Shelton and Wilson voted aye. Second Reading was established.

Wilson moved seconded by Wagner to waive the Third and Final Reading of Ordinance 10-126, AN ORDINANCE AMENDING PROVISIONS PERTAINING TO VIOLATION OF GENERAL TRAFFIC VIOLATIONS. White, Winborn, Shelton, Wilson, Wagner, Koets and Wynn voted aye. Third and Final Reading was waived.

Wilson moved seconded by Shelton to Establish the Third and Final Reading of Ordinance 10-126, AN ORDINANCE AMENDING PROVISIONS PERTAINING TO VIOLATION OF GENERAL TRAFFIC VIOLATIONS. Koets, Wynn, White, Winborn, Shelton, Wilson and Wagner voted aye. Third and Final Reading was Established.

A resolution was offered by Wilson seconded by White authorizing the Mayor to sign a Business Associates Agreement with Total Administrative Services Corporation and authorize the Mayor and Clerk to execute the proper documentation. Winborn, Shelton, Wilson, Wagner, Koets, Wynn and White voted aye. Resolution declared passed.

Due to action being taken on an item during the Council Meeting on June 15, 2010, that was not properly listed on the agenda, it was recommended that Council rescind Resolution No. 177-10 and revote on it at the July 6, 2010, Council Meeting.

A resolution was offered by Wilson seconded by White to rescind Resolution No. 177-10 and authorize the Mayor and Clerk to execute the proper documentation. Winborn, Wagner, Wynn and White voted aye. Shelton, Wilson and Koets voted nay. Resolution declared passed.

A resolution was offered by Wagner seconded by Winborn to approve support and funding request for a Creston Community Development Project as proposed by Julie Weisshaar and authorize the Mayor and Clerk to execute the proper documentation. Wagner, White and Winborn voted aye. Shelton, Wilson, Koets and Wynn voted nay. Resolution failed.

A resolution was offered by Koets seconded by Wilson to approve a funding request of \$1,000.00 from the Hotel/Motel Fund to be used toward the purchase of a new Welcome to Creston sign located on the west end of town along Hwy 25 near Crestmoor Golf Club and authorize the Mayor and Clerk to execute the proper documentation. White, Winborn, Shelton, Wilson, Wagner, Koets and Wynn voted aye. Resolution declared passed.

A resolution was offered by Wagner seconded by Wilson to accept a \$10,000 grant awarded to the City of Creston on behalf of the McKinley Park Storm Shelter/Restroom provided by the South Central Iowa Community Foundation and authorize the Mayor and Clerk to execute the proper documentation. Winborn, Shelton, Wilson, Wagner, Koets, Wynn and White voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Shelton to accept a \$5,000 grant awarded to the City of Creston on behalf of the Creston Fire Department to purchase new extrication equipment provided by the South Central Iowa Community Foundation and authorize the Mayor and Clerk to execute the proper documentation. Wagner, Koets, Wynn, White, Winborn, Shelton and Wilson voted aye. Resolution declared passed.

Wilson moved seconded by Wagner to accept a technical correction to the NSP Contract Amendment in Resolution No. 176-10. All voted aye. Motion declared carried.

A resolution was offered by Winborn seconded by Wilson to approve sending out Request for Proposals for Energy Rating Services on property located at 801 West Jefferson Street and authorize the Mayor and Clerk to execute the proper documentation. Wynn, White, Winborn, Shelton, Wilson, Wagner and Koets voted aye. Resolution declared passed.

A resolution was offered by Shelton seconded by White to approve a payment of up to \$40,000 to MetroPlains, LLC from the LMI Fund for the reservation fee to Iowa Finance Authority for Low Income Housing Tax Credits for the Hotel Iowana Project and authorize the Mayor and Clerk to execute the proper documentation. Wilson, Koets, Wynn, White and Shelton voted aye. Wagner and Winborn voted nay. Resolution declared passed.

Wilson moved seconded by Wagner to approve temporary street closing for Creston Bike Night at the Elm's Club on July 23, 2010, from 3 pm – 1 am. Closing will be on Elm Street between Adams and Montgomery Streets and the alley at Elm Street both directions. All voted aye. Motion declared carried.

Wilson moved seconded by Wagner to approve temporary street closing for Crazy Night activities on August 5, 2010, from 3 pm – 10 pm. Closing will be on Maple Street between Adams and Mills Streets and the alley at Maple Street both directions. All voted aye. Motion declared carried.

Wagner moved seconded by Wilson to approve temporary street closing for the Annual Memory Walk sponsored by the Alzheimer's Association on September 11, 2010, from 9:30 am – 10 am. Closing will be around McKinley Lake and the south lane of Adams Street. All voted aye. Motion declared carried.

Wilson moved seconded by Wagner to approve temporary street closing of six parking spaces in the City parking lot located behind Schwezers' on North Maple Street, on July 23 and 24, 2010, for a sidewalk sale. All voted aye. Motion declared carried.

Wilson moved seconded by White to adjourn the meeting. All voted aye. Motion declared carried. Council adjourned at 7:04 P.M.

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Mayor Pro-tem

Attest:

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City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON DEPARTMENTAL	GENERAL FUND	AMERICAN ADMINISTRATORS (PREMIUMS)	GROUP 93001 PREMIUM - JULY	1,865.00
			TOTAL:	1,865.00
PROTECTION	GENERAL FUND	CARPENTER UNIFORM CO &	BOOTS - PAUL & JASON	181.29
		CRESTON PUBLISHING CO	3x2-5 DAY AD	83.97
		KELTEK INCORPORATED	EQUIPMENT INSTALL #18	5,432.78
		OFFICE MACHINES	TONER CARTRIDGES	68.79
		PETTY CASH - FINANCE	POSTAGE-STANARD & ASSOC TE	10.30
		PETTY CASH - POLICE	POSTAGE	2.41
			STAMPS / POSTAGE	51.34
		SIGNS BY CAC	LETTERING ON CAR	515.00
			TOTAL:	6,345.88
DETENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR	LEC BILLING - JUNE '10	7,841.27
			TOTAL:	7,841.27
FIRE PROTECTION	GENERAL FUND	CRESTON AUTO PARTS INC	VALVE RELAY RETURN	67.17-
			CLEARANCE LIGHTS	38.37
		CRESTON CITY WATER WORKS	WATER - FIRE STATION	25.40
		MCI MEGA PREFERRED	LONG DISTANCE-FIRE	3.61
		MID-IOWA SALES CO	CAR WASH SUPPLIES	99.00
		PETTY CASH - FIRE	SUPPLIES	4.28
			SUPPLIES	7.02
			SUPPLIES	6.70
			PRINTER INK	32.97
			SUPPLIES	2.79
		ACS FIREHOUSE SOFTWARE	SOFTWARE SUPPORT	625.00
		VIERS, JAMES	REIMBURSEMENT	50.36
			TOTAL:	828.33
ANIMAL CONTROL	GENERAL FUND	CRESTON VET CLINIC PC	EUTHANIZE 1 LARGE DOG	6.50
			TOTAL:	6.50
AIRPORT	GENERAL FUND	WASTE MANAGEMENT	DUMPSTER - JUNE '10	61.96
		MCI MEGA PREFERRED	LONG DISTANCE-AIRPORT	0.52
		OLSEN FUEL SUPPLY INC	799 GAL 100LL @ 3.76	3,004.24
			839 GAL JET A @ 2.99	2,508.61
		SOUTHWEST IOWA RURAL ELECTRIC	ELECTRICITY - AIRPORT	33.00
		TELVENT DTN	ANNUAL FEE-DTN 7/10-6/11	2,520.00
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17
			TOTAL:	9,482.50
SOLID WASTE CLCT/DSPSL	GENERAL FUND	WASTE MANAGEMENT	GARBAGE COLLECT - JUNE '10	36,004.72
		PRAIRIE SOLID WASTE AGENCY	CLEANUP ALLEY & COMP SITE	10.00
			CLEANUP ALLEY & COMP SITE	27.60
			CONSTR & DEMO	29.40
			PER CAPITA ASSESSMENT FY'11	37,985.00
			TOTAL:	74,056.72
LIBRARY SERVICES	GENERAL FUND	WASTE MANAGEMENT	DUMPSTER - JUNE '10	40.89
		MCI MEGA PREFERRED	LONG DISTANCE-LIBRARY	10.33
			TOTAL:	51.22
PAL	GENERAL FUND	BARKER IMPLEMENT & MOTOR CO INC	PULLEY FOR 997	40.43
		BYERS, JUSTIN G	RPR LOCK ON BANDSHELL	40.00
		CRESTON CITY WATER WORKS	WATER - RAINBOW PARK	7.12

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			WATER - RAINBOW FOUNTAIN	267.17
		WASTE MANAGEMENT	DUMPSTER - JUNE '10	154.08
		FARM & HOME SUPPLY INC	SUPPLIES	233.37
			POWER WASHER PARTS	39.74
			SUPPLIES TO FIX SWING	205.96
		MARC	5 PAILS-GROUND STERILANT	915.00
		MCI MEGA PREFERRED	LONG DISTANCE-PARK	0.12
		NAPA	BEARINGS - GANG MOWER	29.56
		TRUE VALUE HARDWARE & RENTAL	SUPPLIES	1,081.81
			TOTAL:	3,014.36
RECREATION	GENERAL FUND	WASTE MANAGEMENT	DUMPSTER - JUNE '10	145.00
		RJ'S PORTABLES	PORTA-POTTIES	225.00
			TOTAL:	370.00
CEMETERY	GENERAL FUND	AKIN BUILDING CENTER	10 BAGS QUIK CRETE	33.90
		WASTE MANAGEMENT	DUMPSTER - JUNE '10	61.96
		STALKER CHEVROLET	REPLACE LOWER BALL JOINTS	1,446.74
		MCI MEGA PREFERRED	LONG DISTANCE-CEMETERY	3.31
			TOTAL:	1,545.91
SWIMMING POOL	GENERAL FUND	CENTRAL PLAINS ELECTRIC	ELECTRIC MOTOR REPAIR	311.35
		HYGIENIC LABORATORY	WATER SAMPLES - JUNE	11.00
		TRIDLE, SUE	LIFE GUARD CLASS-INSTRCT	60.00
			TOTAL:	382.35
ECONOMIC DEVELOPMENT	GENERAL FUND	UNION CO DEVELOPMENT ASSOCIATION	1/2 VISITOR CTR JAN-JUN'10	558.21
			TOTAL:	558.21
FINANCIAL ADMINISTRATN	GENERAL FUND	BANKERS LEASING CO	COPIER LEASE - MAINTENANCE	325.65
		CRESTON PUBLISHING CO	LEGAL ADS/NOTICES-JUNE '10	355.02
		MCI MEGA PREFERRED	LONG DISTANCE-CITY HALL	26.72
			LONG DISTANCE-FAXES	1.24
		PETTY CASH - FINANCE	RECORDING FEES-505 N ELM	14.00
			POSTAGE-CHECK TO IFA	15.90
			RECORDING FEES-VARIANCES	42.00
		SECRETARY OF STATE	APP FOR NOTARY PUBLIC-MIKE	30.00
		KENYON & NIELSEN PC-ATTYS AT LAW	PROF SVCS - 505 N ELM - NS	220.00
		UNION CO TREASURER	PROPERTY TAXES	1,403.78
			TOTAL:	2,434.31
CITY HALL	GENERAL FUND	CRESTON CITY WATER WORKS	CITY HALL - WATER	24.89
		KONE INC (MOLINE)	CITY ELEV-MAINT. 07/10-09/	175.59
			TOTAL:	200.48
NON-DEPARTMENTAL	ROAD USE TAX	AMERICAN ADMINISTRATORS (PREMIUMS)	GROUP 93001 PREMIUM - JULY	530.00
			TOTAL:	530.00
ROAD MAINTENANCE	ROAD USE TAX	AGRI DRAIN CORP	10" CMP	1,489.60
			10" BANDS	80.00
			12" BAR GUARD	38.39
		AKIN BUILDING CENTER	1/2" REROD - STREET RPRS	12.00
		ARAMARK (LAUNDRY ACCTS)	LAUNDRY SERVICE	35.32
		CRESTON AUTO PARTS INC	2 AIR FILTERS	63.98
			HAND CLEANER	25.99
			HAND CLEANER	25.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CASE CARB CLEANER	37.92
			CASE BRAKE CLEANER	37.32
		GARDEN & ASSOCIATES	COTTONWOOD RECONSTRUCTION	9,831.75
		GRIMES ASPHALT & PAVING CORP	15 TON COLD PATCH	1,810.10
		HAWKEYE TRUCK EQUIPMENT	2 NEW STEPS - NEW TRUCKS	500.00
		BLACKTOP SERVICE COMPANY	32 T ASPHALT	2,536.80
		JERICO SERVICES INC	DUST CONTROL APPLICATION	573.75
		MCI MEGA PREFERRED	LONG DISTANCE-STREET	3.85
		NAPA	5 GAL 80/90 LUBE	66.50
			2.5 GAL HYDRO OIL	27.81
			1085 OIL FILTERS	30.38
			1042 OIL FILTERS	27.84
			LINCH PINS/CAP SCREW	4.66
		O'HALLORAN INTERNATIONAL INC	SENSOR & SEAL - "00"	174.00
		PETTY CASH - FINANCE	POSTAGE-COTTONWOOD ST PROJ	13.65
			POSTAGE-COTTONWOOD ST PROJ	18.10
		AGRILAND FS INC	1400 G UNL @ 2.531	3,543.40
			1450 G DSL @ 2.301	3,336.45
		SCHILDBERG CONSTRUCTION COMPANY INC	LIMESTONE - PO #49475	54.34
			CLASS D ROCK - PO #49526	19.92
		STANDARD & POOR'S	COTTONWOOD RECONSTRUCTION	4,800.00
		STAR EQUIPMENT LTD	CONCRETE BROOM & POLES	132.47
			TOTAL:	29,352.28
SELF FUNDING INSURANCE PAYROLL TAX BENEFIT		AMERICAN ADMINISTRATORS (PREMIUMS)	GROUP 93001 PREMIUM - JULY	13,653.16
			TOTAL:	13,653.16
MC		RENOVAT RESTRICTED GIFTS-M CRESTON PUBLISHING CO	LEGAL ADS/NOTICES-JUNE '10	500.00
		PETTY CASH - FINANCE	NSF CHECK-PARTY IN THE PAR	20.00
		THE EXCHANGE	ADVERTISEMENT	170.00
			TOTAL:	690.00
CAPITAL PROJECTS		CAPITAL PROJECTS F AKIN BUILDING CENTER	CHN LNK FNC-PARK SHP	486.32
			CHN LNK FNC-PARK SHP	84.26
			CHN LNK FNC-PARK SHP	46.71
			CHN LNK FNC-PARK SHP	21.65
			CHN LNK FNC-PARK SHP	8.15
			CHN LNK FNC-PARK SHP	3.95
			CHN LNK FNC-PARK SHP	90.37
			TOTAL:	560.67
NON-DEPARTMENTAL		SEWER OPERATING FU AMERICAN ADMINISTRATORS (PREMIUMS)	GROUP 93001 PREMIUM - JULY	280.00
			TOTAL:	280.00
SANITARY SEWER/WASTWTR		SEWER OPERATING FU ADVANCED AG LLC	5 BAGS OF LIME	29.35
		BYERS, TAMMY	INSTALLED BACKWATER VALVE	250.00
		CRESTON CITY WATER WORKS	1/2 ONE CALLS - JUNE '10	49.05
		WASTE MANAGEMENT	DUMPSTER - JUNE '10	75.14
		D J GONGOL & ASSOC INC	PUMP GASKETS	20.67
		HACH COMPANY	CHEMICALS	174.35
		HUDEK, ROBERT	REIMBURSEMENT	250.00
		HYGIENIC LABORATORY	2-NH3'S	36.00
			1-CBOD; TSS; NH3	72.00
			1-CBOD; TSS	54.00
			2-NH3'S	36.00
			1-CBOD; TSS; NH3	72.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PLANT METALS	116.00
			2-NH3'S	36.00
			2-NH3'S	36.00
			3-BOD'S;NH3'S;TSS;MFC/ECO	315.00
			SLUDGE METALS	315.00
		INDACOM ELECTRICAL SERVICE	REPLACE FLOAT SWITCH	389.05
		MCI MEGA PREFERRED	LONG DISTANCE-WWTP	5.19
		MILLER, ED	REIMBURSEMENT	250.00
		NAPA	2 CYCLE OIL	7.96
			RECEIVER HITCH	34.49
		PETTY CASH - SANITATION	SUPPLIES	34.88
			SUPPLIES	2.29
			POSTAGE	2.61
		QUALITY CONTROL EQUIPMENT CO	SUPPLIES	132.69
		SICOG	PROF SVCS - '09 SEWER PROJ	10,298.00
		UPS	POSTAGE	18.88
			TOTAL:	13,112.60
ANIMAL CONTROL		ANIMAL SHELTER *AG CRESTON VET CLINIC PC	HEARTWORM CK/VACC/BRD	26.95
			TOTAL:	26.95

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

001	GENERAL FUND	108,983.04
110	ROAD USE TAX	29,882.28
112	PAYROLL TAX BENEFIT	13,653.16
166	RESTRICTED GIFTS-MCKNLY P	690.00
301	CAPITAL PROJECTS FUND	560.67
610	SEWER OPERATING FUND	13,392.60
953	ANIMAL SHELTER *AGENCY FU	26.95
GRAND TOTAL:		167,188.70

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TOTAL PAGES: 4

**CITY OF CRESTON  
MANUAL CHECKS/DEBITS - PERIOD ENDING 07/20/10**

NO DEPT ENTERED			
ELECTRONIC FEDERAL TAX	TAX DEPOSIT	16,824.85	
IOWA DEPT OF REVENUE	STATE/SALES TAX	1,204.00	
TOTAL ADMINISTRATIVE SVC	FLEX	1,116.11	
COLLECTION SERVICES		216.46	
NO DEPT ENTERED	<b>TOTAL</b>	<b>\$ 19,361.42</b>	
FINANCIAL ADMINISTRATION			
HOTEL IOWANA LTD PARTNERSHIP	IFA-IOWANA	39,315.10	
KENYON & NIELSEN TRUST	505 N ELM PROP-NSP	39,428.00	
FINANCIAL ADMINISTRATION	<b>TOTAL</b>	<b>\$ 78,743.10</b>	
SELF FUNDING INSURANCE			
AMERICAN ADMINIS - CLAIMS (2)	INV CHECK RUN	14,913.54	
SELF FUNDING INSURANCE	<b>TOTAL</b>	<b>\$ 14913.54</b>	

**GRAND TOTALS                    \$ 113,018.06**

CITY OF CRESTON  
ADDITIONAL MANUAL CHECKS/DEBITS – PERIOD ENDING 07/20/10

WASTE WATER TREATMENT PLANT		
HAVENS CONSTRUCTION	PAY ESTIMATE #6	79,576.75
	EAST SIDE SEWER PROJECT	
	<b>TOTAL</b>	<b>\$79,576.75</b>
STREET DEPARTMENT		
WICKS CONSTRUCTION	PAY ESTIMATE #1	100,356.48
	COTTONWOOD PROJECT	
FLEET CENTRAL/ALLIANT		
STREET DEPARTMENT	BUCKET TRUCK	11,101.00
	<b>TOTAL</b>	<b>\$111,457.48</b>
NO DEPT ENTERED		
BALLOON DAYS COMMITTEE	BALLOON DAYS	5,000.00
NO DEPT ENTERED	<b>TOTAL</b>	<b>\$ 5,000.00</b>
<b>GRAND TOTALS</b>		<b>\$ 196,034.23</b>

Rec'd 1-13-10 MT



**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

July 13, 2010

Bob Krattli  
Vice President  
Havens Construction Company, Inc.  
9400 Liberty Drive  
Liberty, Missouri 64068

CRESTON, IOWA  
2009 CDBG EAST SIDE SANITARY SEWER REPLACEMENT  
PARTIAL PAYMENT ESTIMATE NO. 6

Enclosed are three copies of Partial Pay Estimate No. 6 for the period between May 8, 2010 and July 12, 2010 in accordance with the contract between the City of Creston and Havens Construction for the above mentioned project.

By copy of this letter we are recommending payment by the City Council of the City of Creston to Havens Construction in the amount of \$79,576.75.

Please execute Partial Payment Estimate No. 6 in the spaces provided and forward all three copies to the City of Creston, Iowa for processing.

If you have any questions or comments, please contact us at 1-800-241-8000.

VEENSTRA & KIMM, INC.

Original Signed By  
Jordan Kappos

Jordan Kappos

JDK  
25139

Enclosures

cc: Mike Taylor, City of Creston  
Kevin Kruse, City of Creston



# VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320  
 515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

## PAY ESTIMATE NO. 6

Date: **July 13, 2010**

Project Title	2009 CDBG East Side Sanitary Sewer Replacement City of Creston, Iowa		Contractor	Havens Construction Company, Inc. 9400 Liberty Drive Liberty, Missouri 64068
Orig. Contract Amount & Date	\$1,225,183.00	July 7, 2009	Pay Period	May 8, 2010 through July 12, 2010

### BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1.1	Traffic Control	LS	xxx	xxx	\$ 13,500.00	75%	\$10,125.00
1.2	Construction Staking	LS	xxx	xxx	\$ 13,300.00	100%	\$13,300.00
1.3	Seeding	LS	xxx	xxx	\$ 10,000.00	80%	\$8,000.00
1.4	Erosion Control and Pollution Prevention Plan	LS	xxx	xxx	\$ 2,500.00	100%	\$2,500.00
1.5	Granular Surfacing	Tons	4,000	\$ 20.00	\$ 80,000.00	3,453.38	\$69,067.60
1.6	Pipe Removal	LF	9,125	\$ 1.00	\$ 9,125.00	9,125	\$9,125.00
1.7	Manhole Removal	Ea.	26	\$ 550.00	\$ 14,300.00	26	\$14,300.00
1.8	Rip Rap	Tons	10	\$ 56.00	\$ 560.00	10	\$560.00
1.9	Culverts and Storm Sewer Pipe in Place						
	1.9.1 8" pvc	LF	64	\$ 28.00	\$ 1,792.00	32	\$896.00
	1.9.2 10" pvc	LF	32	\$ 30.00	\$ 960.00	16	\$480.00
	1.9.3 10" CMP	LF	94	\$ 33.00	\$ 3,102.00	47	\$1,551.00
	1.9.4 12" CMP	LF	16	\$ 35.00	\$ 560.00	8	\$280.00
	1.9.5 12" RCP	LF	64	\$ 41.00	\$ 2,624.00	32	\$1,312.00
	1.9.6 18" RCP	LF	32	\$ 48.00	\$ 1,536.00	16	\$768.00
	1.9.7 24" RCP	LF	16	\$ 60.00	\$ 960.00	8	\$480.00
	1.9.8 54" RCP	LF	24	\$ 160.00	\$ 3,840.00	12	\$1,920.00
1.10	Sanitary Sewer Pipe in Place						
	1.10.1 8" pvc	LF	6,318	\$ 66.00	\$ 416,988.00	6,325	\$417,450.00
	1.10.2 10" pvc	LF	2,518	\$ 70.00	\$ 176,260.00	2,518	\$176,260.00
	1.10.3 10" Ductile Iron	LF	20	\$ 109.00	\$ 2,180.00	20	\$2,180.00
1.11	10" Sanitary Sewer Pipe Directional Bored	LF	137	\$ 100.00	\$ 13,700.00	137	\$13,700.00
1.12	6" pvc Sanitary Sewer Service Pipe in Place	LF	1,795	\$ 61.00	\$ 109,495.00	607	\$37,027.00
1.13	Sanitary Manholes	Ea.	35	\$ 2,750.00	\$ 96,250.00	35	\$96,250.00

**BID ITEMS**

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
14	Sanitary Sewer Service Connections	Ea.	107	\$ 300.00	\$ 32,100.00	111	\$33,300.00
1.15	Drop Connection, Interior	Ea.	2	\$ 745.00	\$ 1,490.00	2	\$1,490.00
1.16	PCC Pavement						\$0.00
	1.16.1 7"	SY	751	\$ 59.00	\$ 44,309.00	401.83	\$23,707.97
	1.16.2 8"	SY	316	\$ 63.00	\$ 19,908.00	214	\$13,482.00
1.17	3' PCC Curb and Gutter	LF	258	\$ 29.00	\$ 7,482.00	16	\$464.00
1.18	6" PCC Driveway	SY	182	\$ 50.00	\$ 9,100.00	181.7	\$9,085.00
1.19	4" PCC Sidewalk	SF	19	\$ 7.00	\$ 133.00	19	\$133.00
1.20	Bituminous Seal Coat	SY	8,070	\$ 7.50	\$ 60,525.00	945.1	\$7,088.25
1.21	Cured in Place Pipe Lined Sewer						\$0.00
	1.21.1 6"	LF	155	\$ 75.00	\$ 11,625.00	155	\$11,625.00
	1.21.2 8"	LF	376	\$ 46.00	\$ 17,296.00	376	\$17,296.00
1.22	CIPP Sewer Service Connection	Ea.	3	\$ 200.00	\$ 600.00	4	\$800.00
2.1	Traffic Control	LS	xxx	xxx	\$ 2,500.00	75%	\$1,875.00
2.2	Construction Staking	LS	xxx	xxx	\$ 1,000.00	100%	\$1,000.00
2.3	Seeding	LS	xxx	xxx	\$ 1,000.00	0%	\$0.00
2.4	Erosion Control and Pollution Prevention Plan	LS	xxx	xxx	\$ 1,000.00	100%	\$1,000.00
2.5	Granular Surfacing	Tons	50	\$ 22.00	\$ 1,100.00	50	\$1,100.00
2.6	Pipe Removal	LF	190	\$ 2.00	\$ 380.00	0	\$0.00
2.7	Manhole Removal	Ea.	3	\$ 650.00	\$ 1,950.00	3	\$1,950.00
2.8	36" RCP Storm Sewer Pipe in Place	LF	32	\$ 70.00	\$ 2,240.00	0	\$0.00
2.9	12" pvc Sanitary Sewer Pipe in Place	LF	158	\$ 75.00	\$ 11,850.00	0	\$0.00
2.10	6" pvc Sanitary Sewer Service Pipe in Place	LF	9	\$ 67.00	\$ 603.00	0	\$0.00
2.11	Sanitary Manholes	Ea.	3	\$ 3,000.00	\$ 9,000.00	3	\$9,000.00
2.12	Sanitary Sewer Service Connections	Ea.	2	\$ 300.00	\$ 600.00	0	\$0.00
2.13	PCC Curb and Gutter	LF	20	\$ 35.00	\$ 700.00	0	\$0.00
2.14	Bituminous Seal Coat	SY	127	\$ 15.00	\$ 1,905.00	0	\$0.00
2.15	12" Cured in Place Pipe Lined Sewer	LF	201	\$ 55.00	\$ 11,055.00	359	\$19,745.00
2.16	CIPP Sewer Service Connection	Ea.	1	\$ 200.00	\$ 200.00	2	\$400.00
	TOTAL		xxx	xxx	\$ 1,225,183.00		\$1,032,072.82

### MATERIALS STORED SUMMARY

Description	Number of Units	Unit Price	Extended Cost
one			
Total			\$0.00

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$1,225,183.00	\$ 1,032,072.82
Approved Change Order (list each)	No. 1	\$111,129.00	\$ 110,321.00
		\$	\$
		\$	\$
Revised Contract Price		\$ 1,336,312.00	\$ 1,142,393.82
Materials Stored			\$ 0.00
Value of Completed Work and Materials Stored			\$ 1,142,393.82
Less Retained Percentage (5%)			\$ 57,119.69
Net Amount Due This Estimate			\$ 1,085,274.13
Less Estimate(s) Previously Approved	No. 1	\$ 167,062.25	
	2	\$ 258,540.57	
	3	\$ 424,695.46	
	4	\$ 116,029.20	
	5	\$ 39,369.90	
	6	\$	
	7	\$	
	8	\$	
	9	\$	
Total Previously Approved			\$ 1,005,697.38
Percent Complete	85%	Amount Due This Estimate \$ 79,576.75	

The amount \$79,576.75 is recommended for approval for payment in accordance with the terms of the Contract.

Prepared By: Havens Construction Company, Inc.	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Creston
Signature	Signature <i>Forest Abdul</i>	Signature
Title	Title <i>Project Engineer</i>	Title
Date	Date <i>7/13/2011</i>	Date



# GARDEN & ASSOCIATES, LTD.

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1701 3<sup>rd</sup> Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

July 12, 2010

Mike Taylor, City Administrator  
City of Creston  
PO Box 449  
Creston, IA 50801

Re: Cottonwood Street Reconstruction Project  
Creston, Iowa  
G & A #5009018

Dear Mike:

Enclosed herewith are three (3) copies of Application for Payment No. 1 for Wick's Construction, Inc. for the referenced project. Please review and if everything is in order present it to the City Council for approval. If approved, have the Mayor sign all three copies and forward one to the Contractor along with a check in the amount of \$105,638.40, return one to our office and keep the other for your file.

If you have any questions please don't hesitate to contact me.

Sincerely,

**GARDEN & ASSOCIATES, LTD.**

Robert A. Nielsen, P.E.

Enc: Pay App. No. 1 (3 copies)

RAN/ng

ENGINEERS AND SURVEYORS

APPLICATION FOR PAYMENT NO. 1

To: City of Creston (JURISDICTION)

From: Wicks Construction, Inc. (CONTRACTOR)

Contract: Cottonwood Street Reconstruction Project

Project: Cottonwood Street Reconstruction Project

JURISDICTION's Contract No.: \_\_\_\_\_ ENGINEER's Project No.: 5009018

For Work Accomplished Through the Date of: 07/09/10

1. Original Contract Price:		<u>\$ 1,199,218.45</u>
2. Net Change by Change Orders and Written Amendments (+ or -):		<u>\$ -</u>
3. Current Contract Price (1 plus 2):		<u>\$ 1,199,218.45</u>
4. Total Completed and Stored to Date:		<u>\$ 105,638.40</u>
5. Retainage (Per Agreement):		
5% of Completed Work:	<u>\$ 5,281.92</u>	
0% of Stored Material:		
Total Retainage:		<u>\$ 5,281.92</u>
6. Total Completed and Stored to Date Less Retainage (4 minus 5):		<u>\$ 100,356.48</u>
7. Less Previous Application for Payments:		
8. DUE THIS APPLICATION (6 MINUS 7)		<u>\$ 100,356.48</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from JURISDICTION on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered -- through -- inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application of Payment will pass to JURISDICTION a time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to JURISDICTION indemnifying JURISDICTION against any such Lien, security interest encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Payment of the above AMOUNT DUE THIS APPLICATION is requested.

Dated: 7-12-10 Wicks Construction, Inc.  
(CONTRACTOR)  
By: [Signature]

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 7/12/10 Gardon & Associates, Ltd.  
(ENGINEER)  
By: [Signature]

Payment of the above AMOUNT DUE THIS APPLICATION is approved.

Dated: \_\_\_\_\_ City of Creston, Iowa  
(JURISDICTION)  
By: \_\_\_\_\_

**ATTACHMENT NO. 1 TO PAY REQUEST NO. 1**

COTTONWOOD STREET RECONSTRUCTION PROJECT

CRESTON, IOWA

G & A PROJECT NO. 5009018

Application No. 1 Date: 7/12/2010

NO.	ITEM	UNIT PRICE	CONTRACT QUANTITY	SCHEDULE OF VALUES AMOUNT	QUANTITY COMPLETED	AMOUNT	%	MATERIAL STORED	AMOUNT COMPLETED AND STORED
1	2010-108-C-0	xxxxxx	1 Lump Sum	\$4,000.00	0.40	\$1,600.00	40%		\$1,600.00
2	2010-108-E-0	\$4.63	16,965	\$78,547.95	900.00	\$4,167.00	5%		\$4,167.00
3	2010-108-G-0	\$1.45	20,075	\$29,108.75		\$0.00	0%		\$0.00
4	2010-108-I-0	\$6.21	20,075	\$124,665.75		\$0.00	0%		\$0.00
5	2010-108-L-0	xxxxxx	1 Lump Sum	\$3,500.00			0%		
6	3010-108-F-0	xxxxxx	1 Lump Sum	\$2,500.00			0%		
7	4020-108-A-1	\$25.50	61	\$1,555.50	58.50	\$1,491.75	96%		\$1,491.75
8	4020-108-A-1	\$27.00	80	\$2,160.00	90.00	\$2,430.00	113%		\$2,430.00
9	4020-108-A-1	\$36.00	506	\$18,216.00	495.00	\$17,820.00	98%		\$17,820.00
10	4020-108-A-1	\$39.00	231	\$9,099.00	34.00	\$1,326.00	15%		\$1,326.00
11	4020-108-A-1	\$31.00	265	\$8,215.00	156.00	\$4,836.00	59%		\$4,836.00
12	4020-108-A-1	\$40.00	176	\$7,040.00	132.00	\$5,280.00	75%		\$5,280.00
13	4020-108-A-1	\$43.00	54	\$2,322.00		\$0.00	0%		\$0.00
14	4030-108-B-0	\$300.00	1	\$300.00	1.00	\$300.00	100%		\$300.00
15	4030-108-B-0	\$350.00	3	\$1,050.00	2.00	\$700.00	67%		\$700.00
16	4030-108-B-0	\$400.00	5	\$2,000.00	1.00	\$400.00	20%		\$400.00
17	4040-108-A-0	\$5.67	10,300	\$58,401.00		\$0.00	0%		\$0.00
18	4040-108-D-0	\$75.00	20	\$1,500.00		\$0.00	0%		\$0.00
19	4040-XXX-X-X	\$250.00	4	\$1,000.00	2.00	\$500.00	50%		\$500.00
20	4040-XXX-X-X	\$15.00	50	\$750.00	34.00	\$510.00	68%		\$510.00
21	4040-XXX-X-X	\$16.00	15	\$240.00		\$0.00	0%		\$0.00
22	4040-XXX-X-X	\$18.00	585	\$10,530.00	242.00	\$4,356.00	41%		\$4,356.00
23	5020-108-F-0	\$200.00	15	\$3,000.00		\$0.00	0%		\$0.00
24	5020-108-H-0	\$750.00	4	\$3,000.00		\$0.00	0%		\$0.00
25	6010-108-A-0	\$1,800.00	5	\$9,000.00	4.00	\$7,200.00	80%		\$7,200.00
26	6010-108-A-0	\$2,500.00	3	\$7,500.00	2.00	\$5,000.00	67%		\$5,000.00
27	6010-108-B-0	\$1,800.00	4	\$7,200.00	3.00	\$5,400.00	75%		\$5,400.00
28	6010-108-B-0	\$1,900.00	5	\$9,500.00	3.00	\$5,700.00	60%		\$5,700.00
29	6010-108-B-0	\$2,400.00	5	\$12,000.00	4.00	\$9,600.00	80%		\$9,600.00
30	6010-108-B-0	\$2,600.00	4	\$10,400.00	2.00	\$5,200.00	50%		\$5,200.00
31	6010-108-B-0	\$1,200.00	6	\$7,200.00	5.00	\$6,000.00	83%		\$6,000.00

**ATTACHMENT NO. 1 TO PAY REQUEST NO. 1**

COTTONWOOD STREET RECONSTRUCTION PROJECT

CRESTON, IOWA

G & A PROJECT NO. 5009018

Application No. 1

Date:

7/12/2010

NO.	ITEM	UNIT PRICE	CONTRACT QUANTITY	SCHEDULE OF VALUES AMOUNT	QUANTITY COMPLETED	SCHEDULE AMOUNT	%	MATERIAL STORED	AMOUNT COMPLETED AND STORED
32	6010-108-E-0	\$300.00	1 EA	\$300.00		\$0.00	0%		\$0.00
33	6010-108-F-0	\$500.00	2 EA	\$1,000.00		\$0.00	0%		\$0.00
34	7010-108-A-0	\$34.94	17,825 SY	\$622,805.50		\$0.00	0%		\$0.00
35	7010-108-I-0	xxxxxx	1 Lump Sum	\$4,000.00		\$0.00	0%		\$0.00
36	7010-XXX-X-X	\$5.00	485 SY	\$2,425.00		\$0.00	0%		\$0.00
37	7030-108-A-0	\$5.00	744 SY	\$3,720.00	152.33	\$761.65	20%		\$761.65
38	7030-108-H-1	\$36.00	767 SY	\$27,612.00		\$0.00	0%		\$0.00
39	7030-108-H-2	\$25.00	30 TON	\$750.00		\$0.00	0%		\$0.00
40	7060-108-A-0	\$7.00	335 SY	\$2,345.00		\$0.00	0%		\$0.00
41	9010-108-A-0	\$1,500.00	7 AC	\$10,500.00		\$0.00	0%		\$0.00
42	9040-108-A-1	xxxxxx	1 Lump Sum	\$1,100.00		\$0.00	0%		\$0.00
43	9040-108-A-2	xxxxxx	1 Lump Sum	\$300.00		\$0.00	0%		\$0.00
44	9040-108-A-3	\$70.00	25 EA	\$1,750.00		\$0.00	0%		\$0.00
45	9040-108-Q-1	\$1.75	5,000 LF	\$8,750.00		\$0.00	0%		\$0.00
46	9040-108-T-0	\$17.00	160 SF	\$2,720.00		\$0.00	0%		\$0.00
47	9050-108-B-0	\$43.00	60 TON	\$2,580.00	20.00	\$860.00	33%		\$860.00
48	9060-108-A-1	\$5.00	500 LF	\$2,500.00		\$0.00	0%		\$0.00
49	XXX-XXX-X-X	xxxxxx	1 Lump Sum	\$3,400.00	0.50	\$1,700.00	50%		\$1,700.00
50	1090-105-D	xxxxxx	1 Lump Sum	\$50,000.00	0.25	\$12,500.00	25%		\$12,500.00
51	XXX-XXX-X-X	\$25.00	350 TON	\$8,750.00		\$0.00	0%		\$0.00
52	XXX-XXX-X-X	\$1,500.00	2 EA	\$3,000.00		\$0.00	0%		\$0.00
53	XXX-XXX-X-X	\$2,000.00	1 EA	\$2,000.00		\$0.00	0%		\$0.00
<b>SUBTOTALS</b>				<b>\$1,197,718.45</b>		<b>\$105,638.40</b>			<b>\$105,638.40</b>
<b>ALTERNATE CONSTRUCTION</b>									
54	9040-108-Q-3	\$0.30	5000 LF	\$1,500.00		\$0.00			\$0.00
<b>TOTALS</b>				<b>\$1,199,218.45</b>		<b>\$105,638.40</b>			<b>\$105,638.40</b>

Note: Total Schedule of Values Amount should equal the current Contract Price.

Item: 14108 - CENTERVILLE, IA.

## **PERSONAL PROPERTY (GENERAL) SALES AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **INTERSTATE POWER AND LIGHT COMPANY** (an Alliant Energy Company, hereinafter referred to as the "Seller" or "Company") , **CITY OF CRESTON** hereinafter referred to as "Buyer."

### **1. PURCHASE AND SALE OF PERSONAL PROPERTY**

Seller, in consideration of the prices set forth in Schedule B of this Agreement plus applicable Iowa Sales tax and the following mutual promises, the receipt and sufficiency of which is hereby acknowledged, hereby sells, conveys, and transfers to Buyer the following described personal property, to-wit:

**14108, \$11101.00**  
**2001 INTERNATIONAL 4X2 4700 CHASSIS W/ALTEC AA600 NONMATRL HANDLR**  
**ARTICL DEVICE**

(hereinafter "Personal Property").

### **2. TITLE AND RISK OF LOSS**

Title to any Personal Property sold, along with all risk of loss, destruction, and damage, shall pass to Buyer upon the Buyer taking possession by loading.

### **3. ACCEPTANCE OF PROPERTY**

Buyer acknowledges that the loading of the property either in its container or on item(s) constitutes acceptance of the Personal Property and that prior to said acceptance it has had ample opportunity to inspect the Personal Property, has made such inspections as it desires, and that such purchase is made solely in reliance upon such inspection. **Buyer accepts the Personal Property "AS-IS/WHERE IS" with all faults and with no guarantees or warranties.**

### **4. TITLE TO PERSONAL PROPERTY**

Seller warrants that it has good and unencumbered title to the personal property sold under this Agreement and will assign to Buyer any right under any manufacturer's warranties that may remain on said property to the extent such rights are assignable, but without any representation or warranty that may be conferred as a result of the assignment.

Item: 14108 - CENTERVILLE, IA.

**5. WARRANTY**

Seller expressly disclaims all other representations or warranties. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Buyer expressly agrees to and does hereby release Seller from and against any and all injuries or damages sustained or alleged from any breach of warranties, products liability, or acts or omissions occasioned by Seller.

**6. ENVIRONMENTAL ISSUES**

If the Personal Property sold contains hazardous substances, Buyer expressly agrees to comply with the terms and conditions set forth in Schedule A of this Agreement.

**7. RELEASE AND INDEMNIFICATION**

Buyer does hereby release Seller, Seller's officers, directors, employees and agents and agrees to indemnify, save harmless and defend Seller, its employees and agents from and against any and all liabilities, claims, penalties, demands, fines, forfeitures, suits, causes of action and the costs and expenses incident thereto (including, without limitation, costs of defense, settlement and reasonable attorneys' fees) which Seller, its employees or its agents may incur, become responsible for, or pay out as a result of death or bodily injury to any person, damage to any property, adverse effects on the environment or any violation of law arising directly or indirectly out of or in connection with Buyer's use of or disposition of the Personal Property. Buyer also agrees to indemnify Seller as set forth in Schedule A of this Agreement.

**IN NO EVENT, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE GOODS OR ANY ASSOCIATED GOODS, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT GOODS OR LOSS OF ANTICIPATED PROFIT OR REVENUE.**

**8. PERMITS**

Buyer agrees to assume responsibility for any and all permits, licenses, or authority required by any statute, ordinance, regulation or any other applicable law in connection with ownership, use or subsequent sale of any part or item of the Personal Property conveyed to Buyer. Buyer agrees to indemnify and hold harmless Seller from and against any and all liability, cost or expenses, including attorney's fees, which Seller may suffer as a result of

Item: 14108 - CENTERVILLE, IA.

Buyer's failure to comply with all applicable federal, state or local laws, rules, regulations and/or ordinances, including, but not limited to, all requirements of state or federal environmental protection agencies.

## **9. INSURANCE**

Upon request, Buyer shall provide Seller with evidence of insurance coverage protecting Seller pursuant to the foregoing indemnities. The insurance required shall be in an amount and with insurers satisfactory to the Seller.

## **10. TAXES**

Buyer shall be responsible for remitting all out-of-state use tax, if any, to the appropriate taxing authorities.

## **11. NOTICES**

All notices given hereunder shall be mailed or delivered to:

**BUYER:**

CITY OF CRESTON  
P.O. BOX 449 116 WEST ADAMS STREET  
CRESTON, IA 50801-0449

**SELLER:**

**INTERSTATE POWER AND LIGHT COMPANY**  
8000 CHAVENELLE ROAD  
DUBUQUE, IA 52001

## **12. GOVERNING LAW**

The laws of the State of Iowa govern this Agreement and venue shall be in Linn County.

## **13. ENTIRE AGREEMENT**

This Agreement and the attached Schedules constitute the entire Agreement between the parties hereto with respect to the Sale of the Personal Property and this Agreement supercedes any and all previous understandings, oral and written, with respect thereto. This Agreement may be amended only by written instrument signed by the parties hereto.

## **14. CONTRACT DOCUMENTS**

Item: 14108 - CENTERVILLE, IA,

The following documents are part of this Agreement.

Schedule B - Item/Price Schedule

**15. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding and inure to the benefit of the parties hereto and their successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto set their hands and seals to this Agreement in duplicate, receipt of an exact copy hereof being acknowledged by Buyer, on the date hereinabove stated.

\_\_\_\_\_  
**BUYER**

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

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

\_\_\_\_\_  
(Print Name)

**INTERSTATE POWER AND  
LIGHT COMPANY  
(an Alliant Energy company)  
SELLER**

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

Title: Fleet Administrator

Lynn Biver

\_\_\_\_\_  
(Print Name)

Item: 14108 - CENTERVILLE, IA,

**SCHEDULE A  
SPECIAL TERMS AND CONDITIONS FOR  
PROPERTY CONTAINING HAZARDOUS SUBSTANCES**

1. Buyer agrees to indemnify, save harmless and defend Seller and its officers, directors, employees and agents from and against any and all liabilities, damages, claims, penalties, demands, fines, forfeitures, suits, causes of action, and the costs and expenses incident thereto (including, without limitation, costs of defense, settlement, and reasonable attorneys' fees) which Seller, its employees or its agents may incur, become responsible for, or pay out as a result of death or bodily injury to any person, damage to any property, adverse effects on the environment, or any violation of law arising out of, resulting from or relating to the operations of Buyer or Buyer's employees or subcontractors which cause or create pollution, contamination or adverse effects on the environment, due to, but not limited to, the disposal, discharge, escape, dispersal release or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, or hazardous substances as defined under Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. as amended, into the atmosphere, or on, onto, in or into the surface or subsurface of soil, groundwaters, or surface waters. In no event, whether based on contract, warranty, tort (including negligence), strict liability or otherwise, shall Seller be liable for special, incidental, indirect, exemplary, or consequential damages including but not limited to, loss of use of the goods or any associated goods, cost of capital, cost of purchased or replacement goods, or loss of anticipated profit or revenue.

2. PCB Content Item and/or fluids sold under this Agreement have not been tested for PCB content unless otherwise specified. Therefore, mineral oil-filled electrical Item, except circuit breakers, reclosers, and oil-filled cable are to be treated as "PCB-contaminated electrical Item," (50-499 parts per million). All untested waste oils from circuit breakers, reclosers, oil filled cables, crankcase oils, transmission fluids, and brake fluids must be presumed to contain at least quantifiable levels of PCB's (2 parts per million). All other untested waste oils are to be treated as "PCB-contaminated (50-499 parts per million) fluids pursuant to regulations for Polychlorinated Biphenyls promulgated by the Environmental Protection Agency under the Toxic Substances Control Act. Any waste oils sent by the Buyer to be burned must only be sent to a qualified incinerator as defined in 40 C.F.R. 761.3. Any written certification notices that are required to be given to the Buyer by the incinerator pursuant to 40 C.F.R. 761.20 (E)(3)(ii) must also be sent to Seller. If the Buyer chooses to claim that the waste oils have less than quantifiable levels of PCB's, the Buyer must obtain analyses or other information to support that claim. Any waste oil or fluid sold by this Agreement can only be used as a sealant, coating, or dust control agent if it has been tested and does not have detectable level of PCB's. Buyer shall comply with all the existing requirements of federal, state and local laws, rules, regulations and/or ordinances, including, but not limited to all requirements of state or federal environmental protection agencies.

Item: 14108 - CENTERVILLE, IA.



## Amount Due

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**CENTERVILLE, IA**

**BUYER INFO:**

CITY OF CRESTON  
P.O. BOX 449 116 WEST ADAMS STREET  
CRESTON, IA 50801-0449

**ITEM:**

14108  
2001 INTERNATIONAL 4X2 4700 CHASSIS W/ALTEC AA600  
NONMATRL HANDLR ARTICL DEVICE

**BID AMOUNT:** \$ 11101.00

**DEPOSIT RECEIVED:** (\$ \_\_\_\_\_)

**BALANCE DUE:** \$ \_\_\_\_\_

**Lisa Williamson**

---

**From:** Ellen Gerharz [chamber@crestoniowachamber.com]  
**Sent:** Thursday, July 15, 2010 11:48 AM  
**To:** Lisa Williamson  
**Cc:** Roger Lanning  
**Subject:** City Council Agenda Item

Dear Lisa,

I am contacting you on behalf of the Creston/SW Iowa Hot Air Balloon Committee to ask that the Committee's request for funding of \$5000.00 from Hotel/Motel Funds be placed on the July 20th Creston City Council Agenda for approval.

As was highlighted last year these money's help to defray some of the cost associated with one of Creston's largest events of the year.

If you have any questions, please feel free to contact me or Balloon Days Chairman Roger Lanning.

Thank you.

Ellen Gerharz  
Executive Director  
Creston Chamber of Commerce  
208 West Taylor, PO Box 471  
Creston, IA 50801  
(641) 782-7021  
[chamber@crestoniowachamber.com](mailto:chamber@crestoniowachamber.com)  
[www.crestoniowachamber.com](http://www.crestoniowachamber.com)  
[www.unioncountyiowatourism.com](http://www.unioncountyiowatourism.com)

## RESOLUTION NO. ?? – 11

### **RESOLUTION TO APPROVE THE EXPENDITURE OF FIVE THOUSAND DOLLARS (\$5,000) TO BE PAID TO THE SOUTHWEST IOWA BALLOON DAYS COMMITTEE TO HELP DEFRAY THE COSTS OF THE ANNUAL EVENT TO BE PAID FROM HOTEL/MOTEL FUND :**

**WHEREAS**, on behalf of the Creston/Southwest Iowa Balloon Days Committee, Ellen Gerharz is asking the Creston City Council for a donation of funds for the annual Balloon Days Festival, and;

**WHEREAS**, this is one of Creston's largest events of the year, and;

**WHEREAS**, this funding would help to defray some of the associated expenses, and;

**WHEREAS**, the City of Creston collects Hotel/Motel taxes to pay for tourism-related activities such as this, and;

**WHEREAS**, because of the success of this event, the Creston City Council agrees it would be in the best interest of all to donate five thousand dollars (\$5,000) from the Hotel/Motel proceeds to be paid to the Southwest Iowa Balloon Days Committee to help defray the costs of the annual event.

**BE AND IT IS HEREBY RESOLVED** that the Creston City Council approves the expenditure of five thousand dollars (\$5,000) from the Hotel/Motel proceeds to be paid to the Southwest Iowa Balloon Days Committee for use in helping with the costs of the annual Balloon Days event.

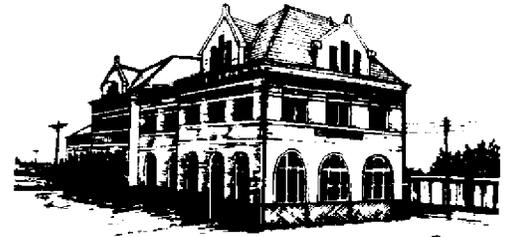
**BE AND IT IS FURTHER RESOLVED** that the Mayor and Clerk are hereby authorized to execute the proper documentation necessary.

**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.

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 16, 2010

TO: Mayor Woods and City Council Members

RE: Easement request of Jason Wilkey, 1201 Clayton Road.

Jason Wilkey has requested an easement to cut into the retaining wall adjacent to the walking trail for the purpose of extending two tile lines through the wall

The purpose of these drainage tiles would be to run from the downspouts on his house at 1201 Clayton Road, as well as from the neighbor's houses on each side of his house located at 1105 and 1203 Clayton Road. These tile lines would be the type that would also be able to pick up ground water so there could be a continuous stream of water.

If allowed, this situation could allow for water and ice accumulation on the walking trail. The ice could be problem being on the north face of the retaining wall.

The Public Works Department believes that this request should be denied due to the safety concerns from the water and ice accumulations on the walking trail.

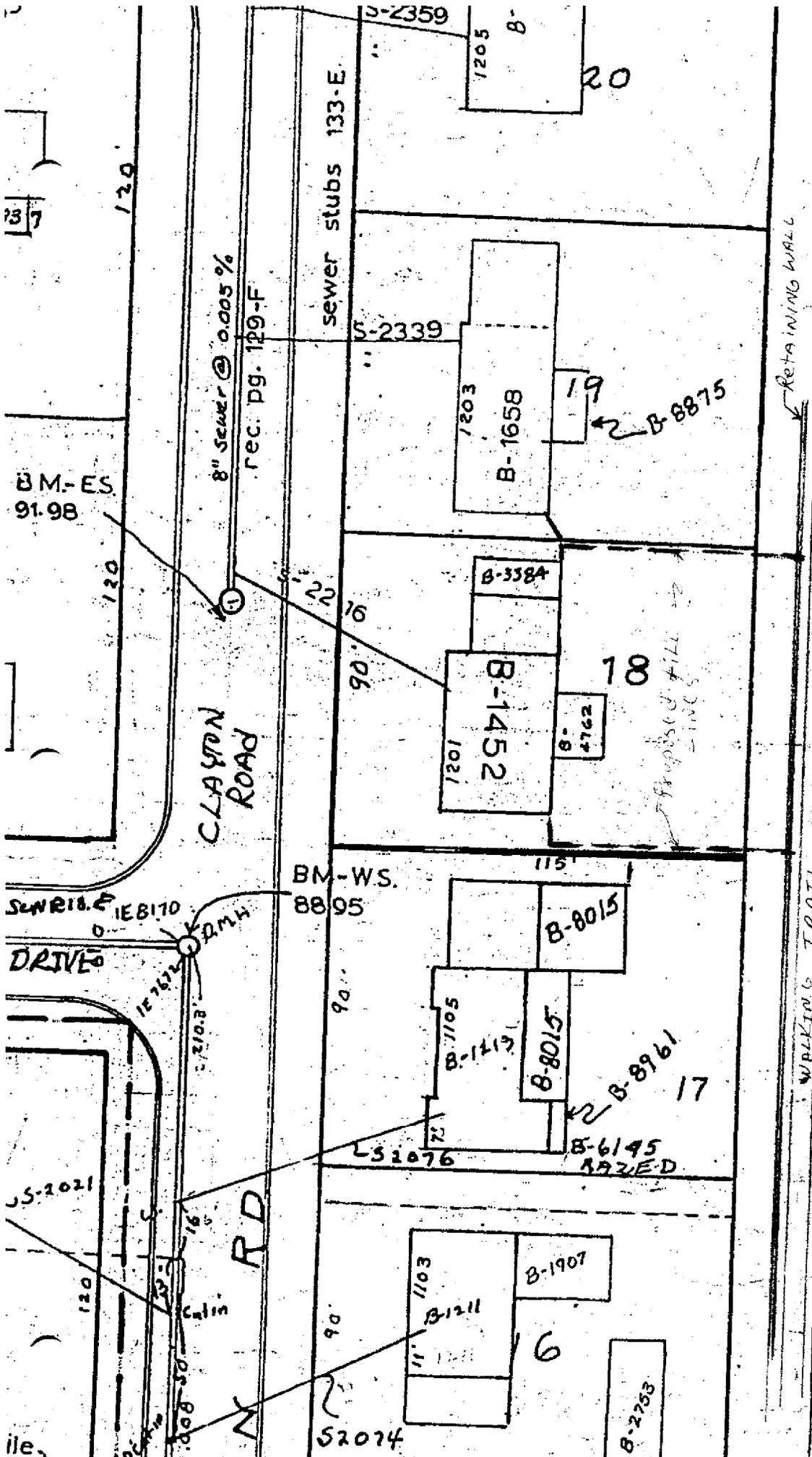
If Council should feel that this request should be denied it can be by not approving the request for the public hearing.

Mr. Wilkey will be at the Council meeting if there are any questions for him.

Please contact me with any questions at 782-2000.

Yours truly,

Kevin Kruse  
Public Works Director



NORTH ↘

TownLine STREET  
IOWA HWY 25  
8" PCC PAVT 1976

PRIM No 25



# Iowa Department of Transportation

Office of Aviation  
800 Lincoln Way, Ames, Iowa 50010

515-239-1048  
Fax: 515-233-7983  
[kay.thede@dot.iowa.gov](mailto:kay.thede@dot.iowa.gov)  
[www.iowadot.iowa.gov/aviation](http://www.iowadot.iowa.gov/aviation)

July 13, 2010

Creston Municipal Airport  
Mike Taylor  
PO Box 449, 116 W Adams  
Creston, IA 50801

Dear Mike:

Congratulations! The FY 2011 Airport Improvement Project you requested was approved for funding by the Iowa Transportation Commission on July 13, 2010. The Iowa DOT grant award is for 85% of eligible costs up to a maximum state share of \$132,600 for the following project:

Improve fuel system

As a reminder, the project does not include the self-service fueling requested in your application. Until further notice, no self-fueling projects are being funded.

Enclosed are two copies of an agreement between the airport sponsor and the Iowa Department of Transportation (Iowa DOT). Please review the agreement, noting your responsibilities and assurances. The authorized sponsor should sign both copies, return one copy to my office, and keep one copy for your file.

Please note that expenses incurred on or after the signature date on the agreement are eligible for reimbursement. Reimbursement will be in whole dollars, rounding down; however, the final reimbursement request may include any 'lost cents' up to the maximum grant amount. The project must be under obligation within 12 months.

If you will be requesting reimbursement for engineering services, you will need to submit a copy of the agreement. Any engineering agreement more than \$50,000 must have a pre-audit completed by the Iowa DOT. All engineering agreements that are paid with state funds are subject to a final audit.

Submit claims for reimbursement with copies of invoices, canceled checks or other documentation that the bills have been paid. A final acceptance form should also be completed and submitted with the final claim for reimbursement. Required forms can be downloaded from the Office of Aviation Web site at <http://www.iowadot.gov/aviation/managersandsponsors/forms.html>.

Please do not hesitate to call if you have any questions at 515-239-1048. Good luck with your airport project!

Sincerely,

A handwritten signature in cursive script that reads "Kay Thede".

Kay Thede  
Aviation Programs Manager

Enclosures  
cc: Michelle McEnany

**IOWA DEPARTMENT OF TRANSPORTATION  
AGREEMENT  
FOR THE FISCAL YEAR 2011  
Airport Improvement Program**

This AGREEMENT is made between the Iowa Department of Transportation called the "Iowa DOT" and City of Creston, hereafter the "SPONSOR".

**1.00 PURPOSE:** The purpose of this agreement is to set forth terms, conditions and obligations for accomplishment of certain improvements at the Creston Municipal Airport hereafter the "Airport."

Improvements shall consist of: Improve fuel system, as more clearly defined in the project application.

It shall be referred to as the "Project" and shall be identified by  
Project number: **9I110CSQ100**  
Contract number: **12287**

**2.0 GENERAL PROVISIONS**

- 2.01 The SPONSOR shall have the project under contract no later than 12 months after the date of the agreement or the Iowa DOT reserves the right to revoke this grant.
- 2.02 The Iowa DOT agrees to reimburse the SPONSOR 85% of the eligible project costs, not to exceed the maximum amount payable of \$132,600, incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding, and final reimbursement will be made up to the contract amount in whole dollars.
- 2.03 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180. (<http://www.legis.state.ia.us/Rules/Current/iac/761iac/t180/t180.pdf>)
- Competitive bid procedures for all projects greater than \$100,000.
  - Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between \$65,000 and \$100,000
  - Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between \$45,000 and \$100,000,
  - Informal local procedures for projects less than the thresholds identified for competitive quotations.

The SPONSOR shall follow requirements of the Iowa Code Section 544A.18, 193B Iowa Administrative Code Chapter 5, Chapter 542B of the Code of Iowa, and 193C Administrative Code Chapter 1 to determine when professional engineering or architectural plans and specifications must be used.

The SPONSOR shall submit any plans, specifications and other contract documents to the Iowa DOT for its files.

- 2.02 Should the SPONSOR fail to comply with any Condition or Assurance provided herein, the Iowa DOT may withhold further payment and may require reimbursement of any or all payments made by the Iowa DOT toward accomplishment of the Project.
- 2.03 The Iowa DOT shall not waive any right of authority by making payments pursuant to this agreement, and such payments shall not constitute approval or acceptance of any part of the Project.
- 2.06 Neither the Department nor the Sponsor intend to create rights in, and shall not be liable to, any third parties by reason of this agreement.
- 2.07 If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to applicable law and the intent of this agreement.
- 2.08 The Iowa DOT shall determine what costs charged to the project account are eligible for participation under the terms of this agreement and the SPONSOR shall bear all additional costs accepted and paid.
- 2.09 Notwithstanding any other provisions of this agreement, the Iowa DOT shall have the right to enforce, and may require the SPONSOR to comply with, any and all Conditions and Assurances agreed to herein.
- 2.10 The Iowa DOT's obligations hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of such termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.
- 2.11 The SPONSOR is the contracting agent and, as such, retains sole responsibility for compliance with local, state and federal laws and regulations related to accomplishment of the Project. The sponsor shall ensure compliance 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 imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, 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 Iowa DOT.
- 2.12 The attached Exhibit A, "Utilization of Targeted Small Business (TSB) Enterprises on

Non-Federal Aid Projects (Third-Party State Assisted Projects),” will apply and is hereby made a part of this Agreement.

2.13 Funding will be available for reimbursement of the project for three fiscal years after the date of the agreement, unless appropriations are withdrawn under 2.10. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.

**3.00 PROJECT CONDITIONS**

3.10 The SPONSOR Agrees to:

- (a) Let contracts according to provisions of Chapter 26 of the Iowa Code and preside at all public hearings occasioned by the Project.
- (b) Contract for all professional and construction services as needed, submitting a copy of any engineering/consultant contract to the Iowa DOT. If the engineering/consultant agreement is \$50,000 or greater and the sponsor will request state reimbursement for the engineering/consultant services, the agreement must be submitted to the Iowa DOT for pre-audit prior to execution of the agreement.
- (c) Establish and maintain a project schedule and provide the schedule to the Iowa DOT.
- (d) Submit to the Iowa DOT a Request for Reimbursement form, copies of invoices, and proof of payment for reimbursement. Progress payments are allowed.
- (e) Inspect work and equipment, test materials, and control construction to ensure that the design intent of the plans and specifications is achieved.
- (g) Inform the Iowa DOT of construction completion and allow the Iowa DOT access to review the completed project.
- (h) Certify satisfactory completion of the Project by resolution or signed final acceptance form and provide a copy to the Iowa DOT.
- (i) Retain all records relating to project cost, including supporting documents, for a period of three (3) years following final payment by the Iowa DOT, and to make such records and documents available to Iowa DOT personnel for audit.

**4.00 SPECIAL PROVISIONS**

4.01 None

**5.00 SPONSOR ASSURANCES**

By authorizing execution of this agreement the SPONSOR hereby certifies that:

5.01 It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances made herein, unless by such transaction the obligation to perform all such covenants are assumed by another public agency found by the Iowa DOT to be eligible under the laws of the State of Iowa to assume such obligations and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for the management or operation of the Airport by any agency or person other than the SPONSOR or an employee of the

SPONSOR, the SPONSOR will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these assurances.

- 5.02 It will not dispose of or encumber its title or other interests in the site and facilities during the 20-year period of this agreement.
- 5.03 It will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport and will not permit any activity thereon which would interfere with its use for airport purposes.
- 5.04 Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace and by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, or any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires.
- 5.05 It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the Iowa DOT for the maintenance and operation of such facilities as identified in the Iowa Administrative Code 761-Chapter 720.10
- 5.06 It will operate the Airport as such for the use and benefits of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the SPONSOR specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without unlawful discrimination between such types, kinds, and classes. The SPONSOR may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the airport. The SPONSOR may also prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation need of the public. It will operate the Airport on fair and reasonable terms, and without unjust discrimination.
- 5.07 The SPONSOR will keep up-to-date and provide to the Iowa DOT an airport layout plan. The SPONSOR will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

**6.00 EXECUTION OF THE AGREEMENT.** By resolution made a part of this agreement the SPONSOR authorized the undersigned to execute this agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, on behalf of the SPONSOR.

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

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

Signed this 13<sup>th</sup> day of July, 2010, on behalf of the Iowa Department of Transportation.

By: *Michelle F. McEnany*  
Michelle F. McEnany  
Director  
Office of Aviation

April 2010

**Exhibit A**

CONTRACT PROVISION

**Targeted Small Business (TSB)  
Affirmative Action Responsibilities**  
On

Non-Federal Aid Projects (Third-Party State-Assisted Projects)

April 2010

## CONTRACT PROVISION

### Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)

1. TSB Definition

A TSB is a small business, as defined by Iowa Code Section 15.102(5), which is 51% or more owned, operated and actively managed by one or more women, minority persons or persons with a disability. Generally this is a for-profit small business enterprise under single management, is located in Iowa and has an annual gross income of less than 3 million dollars computed as an average of the three preceding fiscal years.

2. TSB Requirements

In all state-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7 and 541 Iowa Administrative Code Chapter 4. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

3. TSB Directory Information

Available from: Iowa Department of Inspections and Appeals  
Targeted Small Business  
Lucas Building  
Des Moines, IA 50319  
Phone: 515-281-7102  
Website: <http://dia.iowa.gov/page7.html>

4. The Contractor's TSB Policy

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufactures and subcontractors through a continuous, positive, result-oriented program. Therefore the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufactures and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. Contractor shall appoint an Equal Employment Opportunity (EEO) Officer

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractor's affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing the program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Department of Inspections and Appeals (515-281-7102) to identify potential material suppliers, manufactures and contractors.
- B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
- C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are to be submitted. Maintain complete records of negotiation efforts.

- D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.
- E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

6. Counting TSBs Participation on a Project

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

A. The bidder may count:

- (1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
- (2) Work to be subcontracted to a TSB; or
- (3) Any other commercially useful function.

B. The contractor may count:

- (1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- (2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- (3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- (4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from the prime contractor would not count.

7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

- (1) Name(s) of the TSB(s) contacted regarding subcontractable items.
- (2) Date of the contract.
- (3) Whether or not a TSB bid/quotation was received.
- (4) Whether or not the TSB's bid/quotation was used.
- (5) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre-bid Contact Information form.

C. Contractors NOT Using Quotes from TSBs

If there are no TSBs listed on the Pre-bid Contract Information form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- (1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- (2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- (3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- (4) Were initial solicitations of interested TSBs followed up?
- (5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
- (6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- (7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- (8) Were services used of minority community organization, minority contractors groups; local, State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Department of Inspections and Appeals.

8. Positive Effort Documentation when No Goals are Assigned

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C of this document prior to the contract award.



**UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES  
ON NON-FEDERAL AID PROJECTS  
(THIRD-PARTY STATE-ASSISTED PROJECTS)**

In accordance with Iowa Code Section 19B.7 and 541 Iowa Administrative Code (IAC) Chapter 4, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Department of Inspections and Appeals (515-281-7102) or from its website at: <http://dia.iowa.gov/page7.html>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
  - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at: [http://www.iowadot.gov/local\\_systems/publications/tsb\\_contract\\_provision.pdf](http://www.iowadot.gov/local_systems/publications/tsb_contract_provision.pdf)
  - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
  - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
  - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, EEO Administrator, Office of Contracts, 800 Lincoln Way, Ames, IA 50010.

**CHECKLIST AND CERTIFICATION**  
**For the Utilization of Targeted Small Businesses (TSB)**  
**On Non-Federal-aid Projects (Third-Party State-Assisted Projects)**

Recipient: \_\_\_\_\_ Project Number: \_\_\_\_\_

County: \_\_\_\_\_ Agreement Number: \_\_\_\_\_

1. Were the names of qualified TSB firms obtained from the Iowa Department of Inspections and Appeals?  
 YES  NO If no, explain \_\_\_\_\_

2. Were qualified TSB firms notified of project?  YES  NO  
If yes, by  letter,  telephone,  personal contact, or  other (specify) \_\_\_\_\_  
If no, explain \_\_\_\_\_

3. Were bids or proposals solicited from qualified TSB firms?  YES  NO  
If no, explain \_\_\_\_\_

4. Was a goal or percentage established for TSB participation?  YES  NO  
If yes, what was the goal or percentage? \_\_\_\_\_  
If no, explain why not: \_\_\_\_\_

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts?  
 YES  NO  
If no, what action was taken by Recipient? \_\_\_\_\_  
Is documentation in files?  YES  NO

6. What was the dollar amount reimbursed to the Recipient from the Iowa Department of Transportation? \$ \_\_\_\_\_  
What was the final project cost? \$ \_\_\_\_\_  
What was the dollar amount performed by TSB firms? \$ \_\_\_\_\_

Name(s) and address(es) of the TSB firms(s)  
\_\_\_\_\_  
(Use additional sheets if necessary)

Was the goal or percentage achieved?  YES  NO  
If no, explain \_\_\_\_\_

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the state-assisted contracts associated with this project.

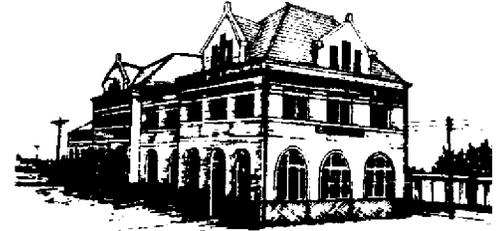
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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 15, 2010

Jerry Neppel, Coordinator  
Iowa Watershed Improvement Review Board  
IDALS  
Wallace State Office Building  
502 E. 9th Street  
Des Moines, IA 50319

Dear Mr. Neppel,

The City of Creston requests an amendment of our WIRB grant agreement #8004-001.

Per Section IV, Subsection A.1, the following changes are requested:

WIRB funded practices eligible for reimbursement are:

- 1) Shoreline stabilization: No change at this time.
- 2) Rain Garden – Residential: Eliminate this item
- 3) Water Quality Monitoring: Reduce the WIRB funding share from \$1,500 to \$300, a reduction of \$1,200.
- 4) Grade Stabilization Structure: No change at this time.
- 5) Grassed waterways: Increase from \$8,835 to \$9,632, an increase of \$797
- 6) Terraces: Increase from \$121,233 to \$124,233, an increase of \$3,000
- 7) Water and sediment control basins: Increase from \$12,090 to \$12,493, an increase of \$403.

This modification allows the work lined up no to move forward for terraces and control basins.

The modification in the budget is requested because we have met or exceeded our project objectives in our application for number or acreage of practices and the costs were not equal to what was submitted in the application. The amendment covers the following practices, and the costs reflect 75% cost-share with WIRB funds, not total project costs:

Rain Garden - original project had a goal of 1 structure. No feasible site with a willing owner was found. The committee believes the funding will be better used for more terraces in terms of environmental impact.

Water Quality Monitoring -- Water monitoring right now is being provided by the IDNR and no funds have been expended. We feel we can finish this with only the \$300 in WIRB funds already obligated. Any shortfall in IDNR data for Summit Lake will be supplemented locally through volunteers or the City of Creston.

Grassed Waterways – The current project has a goal of 7.6 acres of grassed waterways. As of now 2.9 acres have been completed and we have plans and approved applications for an additional 5.2 acres of

grassed waterways. There is a remaining balance for this item of \$1,467.75 of unobligated funds, but interest remains to do more projects. On this item we will surpass the goal and all of these sites were priority sites that needed attention. So this item will be in good shape when we are able to complete the remaining planned work, hopefully weather permitting this fall.

Terraces – The current project has a goal of 22,075 feet of terraces. As of now 14,525 ft have been installed and paid for. We have plans for an additional 6,950 ft of terraces to be completed this fall. This would bring the total to 21,475 ft of terraces. The present balance for this line item is \$712.50 but there is interest in doing at least 1,000 feet of additional terraces. This will be covered by shift of funds from the rain garden line item. These terraces are all high priority sites and will provide additional sediment control benefits for the project.

Water & Sediment Control basins - original project had a goal of 5 basins. As of now 8 basins have been completed and paid for. This line item is completed. The present balance for this line item is - \$403. This can be covered by shifting some of the funds from grassed waterways as mentioned above.

Overall for the project all of the line items will be met or exceeded with the exception of the rain garden.

The amendment will not affect the total budget for BMPs, except adding \$1,200 from monitoring to BMPs, or the total grant amount and the NTE values for WIRB versus local funds will not be exceeded.

If you have any comments, questions, or if I have left matters unattended, please feel more than free to contact me at any time. Thank you for your time and attention.

Sincerely,

Warren Woods, Mayor

Enclosures

# Watershed Improvement Fund Funding Request Form

Watershed Improvement Review Board  
IDALS - Division of Soil Conservation  
502 E 9<sup>th</sup> Street  
Des Moines, Iowa 50319

Watershed Name:	8004-001	Summit Lake Watershed
Make Check Payable to:	City of Creston	E I.N. # 42-6004446
Mailing Address:	116 W Adams Street	
City, State, Zip:	Creston IA 50801	
Total Project Length:	January 1, 2009	to December 31, 2011
Funding Request Period:	August 1, 2010	to January 31, 2011
	(Date)	(Date)

**Fill in the Expended to Date, Obligated Funds, and Requested Amount columns for the Budget Items.**

Budget Items	Budget Amount	Cumulative Prior Requests	Requested Amount	Budget Balance	Cumulative Expended to Date	Obligated Funds
Engineering	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$14,024.88	\$975.12
Legal and Ordinances	\$1,000.00		\$0.00	\$1,000.00	\$0.00	\$0.00
Project Administration	\$12,500.00	\$7,000.00	\$0.00	\$5,500.00	\$4,000.00	\$3,000.00
Shoreline Stabilization	\$305,617.00	\$267,005.00	\$0.00	\$38,612.00	\$0.00	\$267,005.00
Rain Garden--Residential	\$3,000.00		\$0.00	\$3,000.00	\$0.00	\$0.00
Water Quality Monitoring	\$1,500.00	\$300.00	\$0.00	\$1,200.00	\$0.00	\$300.00
Grade Stabilization Structures**	\$12,342.00	\$12,342.00	\$0.00	\$0.00	\$12,342.00	\$0.00
Grassed Waterways**	\$8,835.00	\$8,835.00	\$0.00	\$0.00	\$2,200.50	\$5,166.75
Terraces**	\$121,233.00	\$121,233.00	\$0.00	\$0.00	\$85,672.79	\$34,847.71
Water and Sediment Control Basins**	\$12,090.00	\$12,090.00	\$0.00	\$0.00	\$12,492.75	\$0.00
<b>Total Amount:</b>	<b>\$493,117.00</b>	<b>\$443,805.00</b>		<b>\$49,312.00</b>	<b>\$130,732.92</b>	<b>\$311,294.58</b>
<b>Total Request Amount:</b>			<b>\$0.00</b>			

\*\* Includes amendment 8004-001-01

By affixing his/her signature, the authorized watershed official certifies that the item(s) for which funding is/are being requested is/are necessary, appropriate, and applicable to this project and the project grant agreement.

Authorized Watershed Official Name: (print)	Title (print)
Signature:	Date:

The Board approved this funding request on motion # \_\_\_\_\_ on \_\_\_\_\_ (date)

Signature: Mark Rosenbury, Chair \_\_\_\_\_ (date)

Watershed Improvement Review Board \_\_\_\_\_ (date)