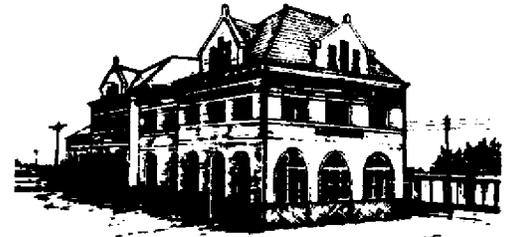


City of  
**CRESTON, IOWA**

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, Terri Koets  
**CITY CLERK:** Lisa Williamson  
**CITY ADMINISTRATOR:** Mike Taylor  
**CITY ATTORNEY:** Skip Kenyon

**Special Meeting Agenda**  
**City Hall/Restored Depot**  
**Council Chambers**  
**September 21, 2010**  
**6:00 p.m.**  
**Last updated: 09/17/2010 1:53 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:** September 7, 2010 – Regular Meeting
  - b. **Claims and Fund Transfers:**
    - i. Total Claims - \$548,740.40
    - ii. Transfers - \$400.00
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. Appointment with Fawn Miller to discuss 603 S Walnut
  2. Appointment with Calvin Huffman, Library Board, to discuss roof repairs
  3. Resolution to approve Library Board request to repair roof of library
  4. Resolution to special assess mowing nuisance billings due to non-payment
  5. Resolution to approve recommendation from Airport Commission to accept the Fuel Dispensing System Upgrade for Creston Municipal Airport
  6. Resolution to approve recommendation from Park & Rec Board to approve Payment Estimate #2 of \$62,607.85 to Betts & Beer Construction Co. for work completed on the McKinley Park Safe Room
  7. Resolution to approve Drawdown #4 of Safe Room Grant of \$56,172.55

8. Resolution to approve Payment Estimate #3 of \$351,612.06 for work completed on Cottonwood Project
9. Resolution to approve Change Order #1 for Cottonwood Street Reconstruction Project – change adjustment section for existing storm sewer manhole to match existing and furnish flat-top type cover at a cost of \$2,100.00
10. Resolution to approve contract with Alliant Energy for the Energy Efficiency Lighting Grant
11. Resolution to approve Commercial Tax Abatement request for 118 W Union Street – Tom Spencer
12. Resolution authorizing ICMA-RC (City Administrator’s retirement program) Managed Accounts Services Agreement
13. Resolution to authorize signature for IDNR permit application for a maximum yearly flow of 1.5 million gallons applicable September 20, 2010 – December 31, 2010 (temporary)
14. Resolution to authorize signature for IDNR permit application for a maximum yearly flow of 1.25 million gallons applicable January 1, 2011 on (permanent)
15. Motion to Establish Second Reading of Ordinance No. 11-127 – An ordinance amending provisions pertaining to municipal infractions, Section 1, Chapter 4.04 – Civil Citations
16. Motion to Establish First Reading of Ordinance 11-128 – An ordinance amending provisions pertaining to Zoning Code – General Regulations, by adding Section 12, Chapter 168 – Wind Turbines
17. Appointment with Kathy Lambert of Rural Development, USDA for the Lincoln School Library Project

**8. Other**

**9. Adjournment**

## REGULAR MEETING OF THE CRESTON CITY COUNCIL SEPTEMBER 7, 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 Woods presiding.

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

Wilson moved seconded by Shelton to approve the agenda by moving the Oath of Office directly after resolution to approve training agreement with Officer Bauer, deleting resolution to approve contract with Alliant Energy for the Energy Efficiency Lighting Grant, and designating discussion and vote on veto override to a discussion item only. All voted aye. Koets was absent. Motion declared carried.

Shelton moved seconded by Wilson to approve the consent agenda, which included approval of minutes of August 3, 2010 regular meeting and August 24, 2010 special meeting; claims of \$277,073.05; Parade Permit – Creston High School. All voted aye. Koets was absent. Motion declared carried.

During Public Forum, Ellen Gerharz, Executive Director for Chamber of Commerce discussed the most recent retail sales figures for 2009, stating that the retail businesses in Creston are above average for the State of Iowa and have continued to do well. Although there are businesses out there who have not weathered well, as a whole we should be very impressed with what our retail businesses have done and thus, added to the tax base, which directly impacts what we do.

A resolution was offered by Wagner seconded by Wilson to approve reimbursement of training expenses agreement with Officer Ross Bauer and authorize the Mayor and Clerk to execute the proper documentation. Wynn, White, Winborn, Shelton, Wilson and Wagner voted aye. Koets was absent. Resolution declared passed.

Mayor Woods administered the Oath of Office to Officer Ross Bauer.

Wilson moved seconded by White to approve a request by Prairie View Assisted Living to provide golf cart rides for the residents on the walking trail on September 15 from 1-3 p.m., with rain date set as September 17. All voted aye. Koets was absent. Motion declared carried.

A resolution was offered by White seconded by Wager to approve amendments to the NSP Attachment A and authorize the Mayor and Clerk to execute the proper documentation. Winborn, Shelton, Wilson, Wagner, Wynn and White voted aye. Koets was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Shelton to approve Drawdown #3 of Safe Room Grant of \$44,200.80 and authorize the Mayor and Clerk to execute the proper documentation. Wynn, White, Winborn, Shelton, Wilson and Wagner voted aye. Koets was absent. Resolution declared passed.

A resolution was offered by Wagner seconded by Wilson to approve Annual Street Financial Report and authorize the Mayor and Clerk to execute the proper documentation.

White, Winborn, Shelton, Wilson, Wagner and Wynn voted aye. Koets was absent. Resolution declared passed.

A resolution was offered by Wagner seconded by Wilson to special assess mowing nuisance billings due to non-payment and authorize the Mayor and Clerk to execute the proper documentation. Winborn, Shelton, Wilson, Wagner, Wynn and White voted aye. Koets was absent. Resolution declared passed.

Chamber of Commerce President Ed Ritter met with council to request funding of \$10,000 to help the Chamber perform its work for Fiscal Year 2011. Mr. Ritter provided Council with a list of all of the Chamber's accomplishments for Fiscal Year 2010.

A resolution was offered by Wilson seconded by Winborn to approve funding request of \$10,000 for the Chamber of Commerce and authorize the Mayor and Clerk to execute the proper documentation. Wynn, White, Winborn, Shelton, Wilson and Wagner voted aye. Koets was absent. Resolution declared passed.

A resolution was offered by Wagner seconded by Wilson to authorize the advertisement of surplus city-owned vehicles and acceptance of sealed bids and authorize the Mayor and Clerk to execute the proper documentation. Wynn, White, Winborn, Shelton, Wilson and Wagner voted aye. Koets was absent. Resolution declared passed.

Councilperson White stated that he, Councilperson Wilson and Councilperson Wagner went to Jason Wilkie's home, 1201 Clayton Road, to assess the drainage situation from his house. This is the homeowner that previously requested an easement to cut two holes in the retaining wall, located directly next to part of the walking trail, and run two tiles to the holes. The easement had been granted by Council and then vetoed by Mayor Woods. They all agreed it would be a lot easier to run the tile across the back and down the east side of his house to the street. The front one on the house already drains fine to the street. The homeowner was also in agreement with this.

Wilson moved seconded by White to establish First Reading of Ordinance No. 11-127 – An ordinance amending provisions pertaining to municipal infractions, Section 1, Chapter 4.04 – Civil Citations. All voted aye. Koets was absent. Motion declared carried.

A resolution was offered by White seconded by Wilson to approve recommendation from the Finance Committee to purchase a new pickup and snowblade for the Cemetery Department and authorize the Mayor and Clerk to execute the proper documentation. Shelton, Wilson, Wagner, Wynn and White voted aye. Winborn voted nay. Koets was absent. Resolution declared passed.

A resolution was offered by White seconded by Wynn to release restrictions on the sale agreement for property located at 300 North Chestnut Street and authorize the Mayor and Clerk to execute the proper documentation. Winborn, Shelton, Wilson, Wagner, Wynn and White voted aye. Koets was absent. Resolution declared passed.

A resolution was offered by Wagner seconded by Wilson to approve recommendation from Hurley Creek/McKinley Lake Watershed Improvement Committee to pay P&P Contractors \$33,564.86 for Bank Stabilization Projects with WIRB Grant Funds and

authorize the Mayor and Clerk to execute the proper documentation. Wynn, White, Winborn, Shelton, Wilson and Wagner voted aye. Koets was absent. Resolution declared passed.

Mayor Woods appointed Randy White, Loyal Winborn and Larry Wynn to a committee to research possible pound improvements and a Foster Pet Program. Mr. White will serve as Chair of the committee.

Winborn moved seconded by White to approve a temporary street closing and traffic direction change for the KIWANAS, LIONS & ROTARY Clubs' Annual Pork Chop Dinner in McKinley Park on September 16, from 3 p.m. to 8 p.m. The traffic direction will change to one-way (heading south) from Adams Street to Lakeshore Drive to Stone Street (heading east), to McKinley Street (heading north) and ending at McKinley and Adams Streets. All voted aye. Koets was absent. Motion declared carried.

Mayor Woods designated Trick-or-Treat Night to be October 31, 2010.

Councilperson Wilson gave Council an update on what has been happening with the Image Enhancement Committee. Joyce Franklin purchased the old Social Security Building; Ben Adamson purchased the old Video Escape Building and has remodeled and moved his insurance business there; several businesses have done upgrades to their exteriors, as well as some have expanded. She plans to give Council updates once a month.

White moved seconded by Wilson to adjourn the meeting. All voted aye. Koets was absent. Motion declared carried. Council adjourned at 6:38 P.M.

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Mayor

Attest:

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City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE PROTECTION	GENERAL FUND	ALAMAR UNIFORMS	INITIAL EQUIP-ROSS BAUER	797.60
		LAW ENFORCEMENT SYSTEMS INC	CITATIONS AND COMPLAINTS	203.00
		UNION CO SHERIFF	PAPER SERVED-J LEE	20.00
			PAPERS SERVED-M LOUDON	22.00
			PAPERS SERVED-P WRIGHT	21.00
		UPS	PACKAGE PICKUP FEE	5.28
		VER MEER, PAUL	CELLPHONE REIMBURSEMENT	60.00
		WATCHGUARD	WIRELESS MICROPHONE HLDRS	55.00
			TOTAL:	1,183.88
DETENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR	LEC BILLING-AUG'10	3,937.93
			TOTAL:	3,937.93
FIRE PROTECTION	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-FIRE	43.18
		JACKSON, TODD	CELLPHONE REIMBURSEMENT	60.00
		MCI MEGA PREFERRED	LONG DISTANCE	3.85
		TOTAL:	107.03	
BUILDNG & HSNG SAFETY	GENERAL FUND	INTERNATIONAL ASSOC OF ELECTRICAL	MEMBERSHIP RENEWAL	102.00
		LYBARGER, GARY	CELLPHONE REIMBURSEMENT	60.00
		TOTAL:	162.00	
ANIMAL CONTROL	GENERAL FUND	BIERLE, DOUG	CELLPHONE REIMBURSEMENT	60.00
		HODGE, JUSTIN	CELLPHONE REIMBURSEMENT	60.00
		TOTAL:	120.00	
AIRPORT	GENERAL FUND	ADVANCED AG LLC	TORDON STUMP KILLER	62.50
		WASTE MANAGEMENT	DUMPSTER-AUG'10	61.96
		GREG & LESLIE WURSTER	AIRPORT SIGN	400.00
		SOUTHWEST IOWA RURAL ELECTRIC	ELECTRICITY-AIRPORT	20.00
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17
		TOTAL:	1,898.63	
SOLID WASTE CLCT/DSPSL	GENERAL FUND	WASTE MANAGEMENT	GARBAGE COLLECT-AUG'10	36,115.76
			TOTAL:	36,115.76
LIBRARY SERVICES	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-LINCOLN SCHOOL	1.99
		WASTE MANAGEMENT	DUMPSTER-AUG'10	40.89
		ALLIANT ENERGY-INT PWR&LGHT	1001 W JEFFERSON- NAT GAS	6.56
			1001 W JEFFERSON-ELECTRICI	17.34
		MCI MEGA PREFERRED	LONG DISTANCE	7.75
		TOTAL:	74.53	
PARKS	GENERAL FUND	HUFF, MARK	CELLPHONE REIMBURSEMENT	60.00
		BARKER IMPLEMENT & MOTOR CO INC	CAP FOR 991 MOWER	35.84
		CRESTON CITY WATER WORKS	WATER-RAINBOW PARK	7.12
			WATER-RAINBOW FOUNTAIN	209.45
		WASTE MANAGEMENT	DUMPSTER-AUG'10	154.08
		TRUE VALUE HARDWARE & RENTAL	ZIP TYS & MISC SUPPLIES	29.98
		TOTAL:	496.47	
RECREATION	GENERAL FUND	BSN SPORTS	4-VOLLEYBALLS	119.30
		WASTE MANAGEMENT	DUMPSTER-AUG'10	76.70
		SHELLY ROBINSON	SOCCER/COACHES T SHIRTS	1,093.50
		FASTENAL	6-CASES FIELD PAINT	294.48
		TRUE VALUE HARDWARE & RENTAL	ZIP TYS & MISC SUPPLIES	22.48

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	1,606.46
ERY	GENERAL FUND	HODGE, BRUCE	CELLPHONE REIMBURSEMENT	60.00
		BARKER IMPLEMENT & MOTOR CO INC	TACHOMETER-BLET	238.94
		WASTE MANAGEMENT	DUMPSTER-AUG'10	61.96
		BLACKTOP SERVICE COMPANY	201.49 T ASPHALT	16,119.20
		MCI MEGA PREFERRED	LONG DISTANCE	5.94
		PETTY CASH - CEMETERY	#411741-BATTERIES	15.47
			#411742-OIL DRY	15.68
			#411743-FILTER WRENCH	14.99
			#411744-ELECTRICAL SUPPLIE	3.18
			TOTAL:	16,535.36
ADMINISTRATIVE	GENERAL FUND	SIGNS BY CAC	2-MAG MAYOR SIGNS	48.00
			TOTAL:	48.00
FINANCIAL ADMINISTRATN	GENERAL FUND	TAYLOR, MICHAEL	REIMBURSEMENT	175.00
		BANKERS LEASING CO	COPIER LEASE-MAINTENANCE	325.65
		CRESTON CHAMBER OF COMMERCE	1ST ANNUAL FUNDING-FY'11	2,500.00
		CRESTON PUBLISHING CO	1 YR SUBSCRIPTION 2010/201	99.00
		DES MOINES REGISTER #1150	52 WK DAILY SUBSCR. 10/10-	138.27
		HEARTLAND TECHNOLOGY SOLUTIONS	BACKUP-REMOTE LABOR	28.75
		IMFOA	IMFOA FALL CONFERENCE	100.00
		MCI MEGA PREFERRED	LONG DISTANCE-CITY HALL	25.66
			LONG DISTANCE-FAXES	1.57
		RAY AND ASSOCIATES INC	NEG/CONS SVC-SEPT'10	691.67
		SHRED-IT DES MOINES	1-BAG SHRED	50.00
			TOTAL:	4,135.57
LEGAL SERVICES	GENERAL FUND	KENYON & NIELSEN PC-ATTYS AT LAW	PROF SVCS-311 N POPLAR	290.34
			TOTAL:	290.34
CITY HALL	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-CITY HALL	23.11
			TOTAL:	23.11
ROAD MAINTENANCE	ROAD USE TAX	HAYS, JOHN	CELLPHONE REIMBURSEMENT	60.00
		ARAMARK (LAUNDRY ACCTS)	LAUNDRY SERVICE	32.17
		BAKER, MIKE	CELLPHONE REIMBURSEMENT	60.00
		BARKER IMPLEMENT & MOTOR CO INC	REPAIRS ON SKID LOADER	209.24
		COUNTRYSIDE PRODUCTS	116.3 GAL LP	290.75
		CRESTON AUTO PARTS INC	CAR SOAP	59.99
			4-NEW KEYS EAST YARD	3.96
			SHOP SUPPLY'S	147.28
		FARM & HOME SUPPLY INC	3-HAMMERS	19.77
		GRIMES ASPHALT & PAVING CORP	15.10 TON COLD PATCH	1,736.50
		IOWA DEPT OF TRANSPORTATION	GLOVES	8.70
			BATTERIES	41.76
		IOWA PRISON INDUSTRIES	2-HINGED DO NOT ENTR SGNS	95.92
		JOHNSTON, JACK	CELLPHONE REIMBURSEMENT	60.00
		MCI MEGA PREFERRED	LONG DISTANCE	5.20
		MURPHY TRACTOR & EQUIPMENT	REPAIR ON CONTROL VALVE	5,287.13
		NAPA	BOTTLE GAS	68.20
			SEA FOAM FUEL TREATMENT	210.96
			HYDRO HOSE/FITTINGS	203.68
		SERVICE TECHS INC	REPAIR CHAIN SAW	72.80
		SCHILDBERG CONSTRUCTION COMPANY INC	35.45 TON CLASS D ROCK	375.76

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			184.78 T CLASS D ROCK	1,958.68
			15.06 TON CLASS D ROCK	159.64
			41.61 T 3/8" CHIPS	522.21
		WICKS CONSTRUCTION INC	PAYMENT ESTIMATE #3	351,612.06
			TOTAL:	363,302.36
SNOW AND ICE CONTROL	ROAD USE TAX	INDEPENDENT SALT COMPANY	51.1 TON ROCK SALT	3,162.07
			TOTAL:	3,162.07
ADMIN-STREETS(ENGINR)	ROAD USE TAX	KRUSE, KEVIN	CELLPHONE REIMBURSEMENT	60.00
			TOTAL:	60.00
SELF FUNDING INSURANCE	PAYROLL TAX BENEFIT	IOWA DIVISION/INSURANCE	509A FILING FEE-FY'10	100.00
		TOTAL ADMINISTRATIVE SERVICES CORP	SVC PERIOD 11/01-11/30/10	97.00
			TOTAL:	197.00
SAFE ROOM-HSEMD	SAFE ROOM-HSEMD	BETTS & BEER CONSTRUCTION	PAYMENT ESTIMATE #2	62,607.85
			TOTAL:	62,607.85
SANITARY SEWER/WASTWTR	SEWER OPERATING FU	BRISTOW, JIM	CELLPHONE REIMBURSEMENT	60.00
		CRESTON CITY WATER WORKS	1/2 ONE CALLS-AUG'10	45.00
		WASTE MANAGEMENT	DUMPSTER-AUG'10	75.14
		HACH COMPANY	CHEMICALS	236.89
			CHEMICALS	9.39
		HEARTLAND TIRE & AUTO	TIRE REPAIR	30.00
		HYGIENIC LABORATORY	2 UHL/NH3'S	36.00
			BOD	36.00
			TSS	18.00
			TKN	36.00
			NH3	18.00
			D&G	48.00
			CBOD	36.00
			TSS	18.00
			NH3	18.00
			CBOD	36.00
			TSS	18.00
			O & G	48.00
			TKN	36.00
			NH3	36.00
			PLANT HEAVY METALS	116.00
			BOD/TSS/NH3 - LANDFILL	72.00
			NH3'S	36.00
			HEAVY METALS - LANDFILL	440.00
			CBOD/TSS - LANDFILL	54.00
			1-CBOD; TSS; NH3	72.00
			2-NH3'S	36.00
			1-NH3; BOD;TSS	72.00
			2-SLUDGE FECAL COLIFORM	50.00
		MCI MEGA PREFERRED	LONG DISTANCE	10.34
		PETTY CASH - SANITATION	#497283-CONCRETE/TROWEL	11.07
			#497284-SUPPLIES	9.20
			#497285-POSTAGE	2.44
			#497286-LIGHTS	21.60
			#497287-ANTIFREEZE-LAMPS	42.28
		UPS	POSTAGE	25.53
			POSTAGE	32.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		USA BLUE BOOK	BOD CONVERTER	496.91
			10-WHATMAN FILTERS	215.30
		W & W	WRECKER CALL	550.00
			TOTAL:	3,259.95

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

001	GENERAL FUND	66,735.07
110	ROAD USE TAX	366,524.43
112	PAYROLL TAX BENEFIT	197.00
170	SAFE ROOM-HSEMD	62,607.85
610	SEWER OPERATING FUND	3,259.99
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GRAND TOTAL:		499,324.34
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**CITY OF CRESTON  
MANUAL CHECKS/DEBITS - PERIOD ENDING 09/21/10**

POLICE DEPARTMENT			
ADJUTANT GENERAL OF IOWA	LODGING		92.00
POLICE DEPARTMENT	TOTAL	\$ 92.00	
NO DEPT ENTERED			
ELECTRONIC FEDERAL TAX	TAX DEPOSIT		14,000.68
IOWA DEPT OF REVENUE	STATE TAX		6,168.00
IPERS	PENSION		9,992.48
TOTAL ADMINISTRATIVE SVC	FLEX		1,116.11
COLLECTION SERVICES			216.46
NO DEPT ENTERED	TOTAL	\$31,493.73	
SELF FUNDING INSURANCE			
AMERICAN ADMINIS - CLAIMS (2)	INV CHECK RUN		17,830.33
SELF FUNDING INSURANCE	TOTAL	\$17,830.33	
<b>GRAND TOTALS</b>		<b>\$49,416.06</b>	

FUND TRANSFERS FOR PERIOD ENDING:

09/22/10

POSTING DATE

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

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 400.00	165 RESTRICTED GIFT-AIRPORT	001 GENERAL FUND	165 6910	400.00	
			165 1110		400.
	FOR: AIRPORT SIGN		001 1110	400.00	
	VENDOR: GREG & LESLIE WURSTER/DBA: IOWA AVIATION ALLINACE		001 4830		400.
\$ 400.00	TOTAL - TRANSFERS		HASH TOTALS:	\$ 800.00	\$ 800.00

# Proposal

## COMMERCIAL ROOF COATINGS, LLC

20479 262ND AVE.  
 LEON, IOWA 50144  
 641-446-4686  
 "We Do Quality Work"  
 In Business Since 1983

PROPOSAL SUBMITTED TO <b>City Of Creston</b>		PHONE <b>782-2000, ext 4</b>	DATE <b>Aug. 11, 2010</b>
STREET <b>Box 449</b>		JOB NAME <b>Library Roof</b>	
CITY, STATE and ZIP CODE <b>Creston, IA. 50801</b>		JOB LOCATION	
ARCHITECT	DATE OF PLANS	<b>Mike Taylor</b>	JOB PHONE

We hereby submit specifications and estimates for:

**Flat roof areas on library roof, approx. 2,670 sq. ft.**

**High pressure wash. Owner to supply water.**

**3/4 - 1 inch urethane foam insulation/sealer sprayed on over existing rubber, which is worn out and shrunk.**

**2 coats (a base and white top coat) liquid seal coatings sprayed on over the foam.**

**Includes all labor and materials.**

**TOTAL, 6 year warranty, \$8,710.00**

**TOTAL, 10 year warranty, \$9,735.00**

**Mike, If you have any questions, give us a call, or e-mail at stoltz@grm.net. We would love to have your business. I.S.**

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_)

Payment to be made as follows:  
**Full amount of job upon completion.**

**Ivan Stoltzfus**

All material is guaranteed as specified. Any difference from above specifications involving extra costs will be executed only upon written orders, and become an extra charge. No warranty unless specified, and is personal to above name or business. Our workers are fully covered by Workers Compensation Insurance. Any penetration of roof by owner voids warranty.

Authorized Signature \_\_\_\_\_  
 Note: This proposal may be withdrawn by us if not accepted within **30** days

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_ Signature \_\_\_\_\_

**RESOLUTION NO. ?? – 11**

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

**WHEREAS**, the Creston City Council was presented with an estimate and a list of mowing nuisance abatements for the Summer of 2010, and;

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

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

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

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

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

601 W Adams - Lot 146 and the South ½ of Lot 147, West Creston Section A; Parcel #24010-340-157-00	\$137.50
411 ½ W Howard - West 37' of the East 72', Lot 7, and the West 37' of the East 72', Lot 8, Block 3, 1st Northern addition; Parcel #24010-510-024-00	\$175.00
812 W Jefferson - Lot 238 West Creston Section A; Parcel #24010-340-230-00	\$175.00
409 N Spruce - Lot 47 Railroad; Parcel #24010-560-042-00	\$175.00
605 N Pine - Lot 4, Swigart's 1 <sup>st</sup> ; Parcel #24010-450-005-00	\$175.00
506 W Montgomery - Lot 133, West Creston Section A; Parcel #24010-340-144-00	\$250.00
411 ½ N Walnut - Lot 51 Swigart's 1 <sup>st</sup> ; Parcel #24010-450-053-00	\$175.00
407 N Pine - Lot 15 and the north 2' of Lot 16, Swigart's 1 <sup>st</sup> ; Parcel #24010-450-017-00	\$175.00
507 N Cherry - Lot 9, McDonald's North Section "A"; Parcel #24010-390-009-00	\$175.00
501 N Walnut - Lot 50 Swigart's 1 <sup>st</sup> ; Parcel #24010-450-051-00	\$175.00

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

# Engineering Services Agreement



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THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Creston, Iowa, hereinafter called the *Owner*, and Clapsaddle-Garber Associates, Inc., a corporation legally formed under the provisions of Chapter 496A of the 1966 Code of Iowa, hereinafter called the *Engineer*.

WHEREAS, the Owner requires professional engineering services from the Engineer for the project described as:

Aviation Fueling System Improvements  
Creston Municipal Airport  
Creston, Iowa

WITNESSETH that for and in consideration of the mutual covenants and promises between the parties hereto, it is agreed as follows:

## 1. Engineer

The ENGINEER AGREES to perform the following engineering services for the Project:

- a. **General.** The Engineer has reviewed the site of the Project and the engineering services involved and the Engineer shall serve as the Owner's professional representative in the engineering services required for the Project, and shall give consultation and advice to the Owner during the performance of his services.

The Engineer shall secure and maintain such insurance as will protect him from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement.

- b. **Scope of Engineering Services.** The Engineer shall accomplish those tasks described in Attachment A – *Scope of Engineering Services*.
- c. **Time Schedule for Execution of Engineering Services.** It is estimated the engineering time required to accomplish the *Scope of Engineering Services* through Task 1.0 – “Design” will be sixty (60) calendar days from the authorization to proceed. The Engineer acknowledges the importance to the Owner of the Project schedule and

agrees to put forth reasonable efforts in performing the service with due diligence under this Agreement. The Owner understands, however, that the Engineer's performance must be governed by sound professional practices and will be affected by outside influences beyond the Engineer's control.

- d. **Additional Special Services.** When requested in writing by the Owner, Engineer shall furnish or obtain from others "Additional Special Services" not described in the *Scope of Services* included in this Agreement. The scope of the Additional Special Services and the related cost shall be negotiated as the need arises.

## 2. Owner

The OWNER AGREES to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:

- a. **Access to the Work.** The Owner shall guarantee access to and make all provisions for the Engineer to enter upon public land as required for the Engineer to perform such work as surveys and inspections in the development of the Project. The Engineer will contact private property owners for permission of entry to private lands.
- b. **Consideration of the Engineer's Work.** The Owner shall give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
- c. **Legal Requirements.** The Owner shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests, and fulfill all requirements necessary in the development of the Project, and pay all costs incidental thereto.

## 3. The Owner's Payments to the Engineer

### a. General

- 1) Abandoned or Suspended Work. If any work performed by the Engineer is abandoned or suspended in whole or in part, the Engineer shall be paid for costs incurred prior to receipt of written notice from the Owner of such abandonment or suspension, together with any terminal expenses resulting therefrom, and including a reasonable profit.
- 2) Payment to the Engineer shall be due and payable from monthly statements. Payments not received within thirty (30) days of the invoice date shall be subject to an interest charge of eighteen percent (18%) per annum from the date of the invoice.

3) Collection. In the event legal action is necessary to enforce the payment provisions of this Agreement, Engineer shall be entitled to collect from Owner any judgment or settlement sums due, reasonable attorney's fees, court costs, and expenses incurred by Engineer in connection with such collection action, computed at Engineer's prevailing fee schedules and expense policies.

b. **Payments for Design and Construction Services.** The Owner shall pay the Engineer a fixed fee in accordance with the following:

Task 1.0	Design.....	\$12,800
Task 2.0	Bid Letting.....	\$2,900
Task 3.0	Distribution of Plans and Specifications.....	Hourly
Task 4.0	Contract Administration .....	\$8,600
Task 5.0	Grant Administration .....	\$500

In addition, the Owner shall reimburse the Engineer for Distribution of Plans and Specifications described in Attachment A as Task 3.0, an amount equal to direct labor, overhead, profit and expenses as provided under the laws of the State of Iowa.

#### 4. Conditions

The OWNER and ENGINEER FURTHER AGREE to the following conditions:

a. **Termination of Contract.** The Engineer may terminate this Agreement upon giving the Owner five (5) calendar days' prior written notice for any of the following reasons:

1. Breach by the Owner of any material term of the Agreement including but not limited to Payment Terms.
2. Material changes in the conditions under which the Agreement was entered into.
3. Failure of the parties hereto to reach accord on the fees and charges for any Additional Services required.
4. Actions under this Agreement which may expose the Engineer to claims or other charges filed by persons to whom the Engineer owes a duty of care.

The Owner shall within thirty (30) calendar days of termination pay the Engineer for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

b. **Suspension of Services:** If the project is suspended for more than thirty (30) calendar days in the aggregate by the Owner, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at his option, terminate this Agreement upon giving notice in writing to the Owner.

If the Owner fails to make payments when due or otherwise is in breach of the Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Owner. The Engineer shall have no liability whatsoever to the Owner for any costs or damages as a result of such suspension caused by any breach of the Agreement by the Owner.

- c. **Dispute Resolution.** In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the Owner and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
- d. **Ownership of Documents.** All documents including plans and specifications prepared by the Engineer pursuant to this Agreement are instruments of service in the Project. They are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Engineer; and the Owner shall indemnify and hold harmless the Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Owner and the Engineer.
- e. **Opinion of Probable Cost.** Statements of probable construction costs and detailed cost estimates prepared by the Engineer represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the Engineer has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Engineer does not guarantee that any actual cost will not vary from any cost estimate prepared by the Engineer.
- f. **Certificate of Merit.** The Owner shall make no claim (whether directly, in the form of a third-party claim, or for indemnity) against the Engineer unless the Owner shall have first provided the Engineer with a written certification executed by an independent Engineer licensed in Iowa to practice in the same discipline as the Engineer specifying those acts or omissions which the certifier contends constitutes a violation of the standard of care expected on an Engineer performing professional services under similar circumstances and upon which the claim will be premised. Such certification shall be provided to the Engineer thirty (30) days prior to the presentation of, and shall be a precondition to any such claim or the institution of, any arbitration or judicial proceeding.
- g. **Jobsite Safety.** Neither the professional activities of the Engineer, nor the presence of the Engineer's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the *Contract Documents* and any health or safety precautions required by any regulatory agencies.

The Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety.

- h. **Successors and Assigns.** This agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineer, respectively, and his partners, successors, assigns, and legal representatives. Neither the Owner nor the Engineer shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.

**5. Defend and Hold Harmless Agreement**

Engineer shall defend, indemnify and save harmless the City of Creston, Iowa its agencies, agents, employees and assignees from all claims and liabilities due to design error, omission or negligent act of Engineer, its members, agents, stockholders, or employees, in connection with performance of this Agreement.

**6. Attachments**

The following attachments are included as part of this Agreement:

- √ Attachment A – *Scope of Engineering Services*

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

**OWNER**

**City of Creston, Iowa**

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

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

**Attested by:**

\_\_\_\_\_

Title: City Clerk

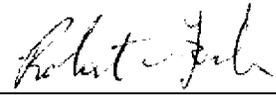
**ENGINEER**

**Clapsaddle-Garber Associates, Inc.**

By: 

Title: President

**Attested by:**



Title: Corp Sec

**Attachment A**  
**Scope of Engineering Services**  
For  
Fuel System Improvements  
Creston Municipal Airport

This project involves removal of the existing above-ground fuel dispensing equipment and replacement with new fueling cabinets for both the Jet Fuel and Avgas systems at the Creston Municipal Airport. CGA will provide engineering services in connection with the planning, design, preparation of bid documents, and provide consultation services required for implementation of the project. The project is being funded in part with a grant in aid from the Iowa Department of Transportation.

**Task 1.0 - Design**

- 1.1 Cover Sheet. The cover sheet shall provide pertinent project information such as project title, general description of the work, project numbers, location map, index to the plan sheets, and designer certifications.
- 1.2 Project Layout and Safety Plan Sheet. This sheet will provide a general layout of the project and denote the contractor's access, assembly and storage areas. This sheet will also address general project safety requirements. The Contractor shall be solely and exclusively responsible for the safety of the airport users as it relates to construction activities.
- 1.3 Site Plan. We will prepare a site plan depicting the location and layout of the facility. This site plan will be assembled from information we have on file from previous projects and field information collected. The site plan will also include any typical details in addition to the electrical details.
- 1.4 Electrical Sheets. We will prepare drawings depicting electrical schematics and requirements for the project.
- 1.5 Specifications. We will prepare Reference Specifications describing materials, work to be performed, method of measurement, method of payment and any specific features required by the City of Creston.
- 1.6 Bid Documents. We will prepare documents for the solicitation of bids in accordance with a formal competitive bid process. The bid documents will consist of a Notice to Bidders and Notice of Public Hearing, Instructions to Bidders, Form of Proposal, Iowa DOT Targeted Small Business Requirements, Form of Bid Bond, Form of Contract, Form of Performance, Payment and Maintenance Bond, Insurance Requirements, Additional Requirements, Special Provisions, Advisory Circulars, along with the project plans and specifications.

- 1.7 Progress Meetings. Occasional meetings with the Owner or the Owner's representatives will be held to obtain input and to coordinate the design process and decisions.
- 1.8 Internal Quality Control Review. We will provide an internal quality control review of the plans and specifications.

#### **Task 2.0 - Bid Letting**

- 2.1 Opinion of Probable Costs. Provide an updated opinion of probable construction cost based on plan quantities.
- 2.2 Advertising. Assist the City of Creston in publication of appropriate legal notices, providing notice to various plan room clearing houses and directly notifying contractors of the proposed construction work. In addition, we will answer contractors' questions and issue any addenda required during the bidding period.
- 2.3 Bid Opening and Award. Assist the City of Creston in securing and opening of bid proposals. Provide the tabulation and analysis of bids, and the city acceptance of the bid award to the Iowa DOT. After receiving the concurrence we will assist the City of Creston in preparing signatory copies of the construction contract.

#### **Task 3.0 – Distribution of Plans and Specifications**

- 3.1 Distribution of Plans and Specifications. We will provide and distribute paper copies of the project's contract documents to prospective bidders, subcontractor bidders, suppliers and contractor plan room services as provided for under the laws of the State of Iowa.

#### **Task 4.0 - Contract Administration**

- 4.1 Submittal Reviews and Coordination. The Contractor will be required to submit various submittals and approval data for the project. The submittals will be checked for compliance with the project specifications.
- 4.2 Visits to the Site and Project Coordination. A Professional Engineer will make one visit to the construction site to check the general quality and quantity of the Contractor's work. Based on information obtained during such visit, and our project coordination, we will determine in general if such work is proceeding in accordance with the Contract and keep the City of Creston advised of the progress.
- 4.3 Engineer's Statement of Completion. When the Contractor claims final completion of the construction, a Professional Engineer shall make an inspection

of the work and prepare a list of items of work or construction not acceptable or uncompleted for the Contractor to complete or repair. A Professional Engineer will prepare a Statement of Completion stating that the construction work has been substantially completed in accordance with the terms of the contract and will list the final construction quantities and costs.

- 4.4 Record Drawings. Prepare from records, reports, field plans, etc., a final copy of record plans to show changes in the work authorized and known during the construction process.

#### **Task 5.0 - Grant Administration**

- 5.1 Claim for Reimbursement. We will track the project costs, gather invoices and prepare for the City of Creston's signature and submission, Iowa DOT form 291108 "Claim for Reimbursement of Project Costs." The City of Creston will provide copies of cancelled checks documenting payment of the invoices.

Labor Estimate  
Fuel System Improvements  
Creston Municipal Airport

Phase	LABOR HOURS						Salary Cost	Over-head	Direct Exp.	Fixed P'ment	Out-Side Services	FEE
	Proj Man	E.I.	Tech 10	Tech 9	Tech 8	Assoc 7						
<b>BASIC SERVICES</b>												
<b>1.0 Design</b>												
1.1 Cover Sheet		2					45.50	78.26	16.00	18.56		\$158.3
1.2 Project Layout & Safety Plan Sheet		4					91.00	156.52	32.00	37.13		\$316.6
1.3 Site Plan	2	16					464.96	799.73	128.00	189.70		\$1,582.3
1.4 Electrical Sheets		2					45.50	78.26	16.00	18.56	6,536.00	\$6,694.3
1.5 Specifications	8					6	507.34	872.62	0.00	206.99		\$1,586.9
1.6 Bid Documents	4					2	236.42	406.64	0.00	96.46		\$739.5
1.7 Progress Meetings	8						403.84	694.60	162.00	164.77		\$1,425.2
1.8 Internal Quality Control Review	2						100.96	173.65	0.00	41.19		\$315.8
<b>PHASE TOTAL</b>	<b>24</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>1,895.52</b>	<b>3,260.29</b>	<b>354.00</b>	<b>773.37</b>	<b>6,536.00</b>	<b>\$12,819.1</b>
<b>2.0 Bid Letting</b>												
2.1 Opinion of Probable Costs	2						100.96	173.65	0.00	41.19		\$315.8
2.2 Advertising and Distribution of Plans	2					4	169.96	292.33	0.00	69.34		\$531.6
2.3 Bid Opening and Award	12						605.76	1,041.91	162.00	247.15		\$2,056.8
<b>PHASE TOTAL</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>876.68</b>	<b>1,507.89</b>	<b>162.00</b>	<b>357.69</b>	<b>0.00</b>	<b>\$2,904.2</b>
<b>3.0 Distribution of Plans and Specifications</b>												
3.1 Distribution of Plans and Specifications							0.00	0.00	0.00	0.00		\$0.0
<b>PHASE TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>\$0.0</b>
<b>4.0 Contract Administration</b>												
4.1 Submittal Reviews and Coordination	4						201.92	347.30	0.00	82.38		\$631.6
4.2 Visits to the Site and Project Coordination	16						807.68	1,389.21	324.00	329.53	3,264.00	\$6,114.4
4.3 Engineer's Statement of Completion	8						403.84	694.60	324.00	164.77		\$1,587.2
4.4 Record Drawings		4					91.00	156.52	0.00	37.13		\$284.6
<b>PHASE TOTAL</b>	<b>28</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,504.44</b>	<b>2,587.64</b>	<b>648.00</b>	<b>613.81</b>	<b>3,264.00</b>	<b>\$8,617.8</b>
<b>5.0 Grant Administration</b>												
5.1 Claim for Reimbursement	2					4	169.96	292.33	0.00	69.34		\$531.6
<b>PHASE TOTAL</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>169.96</b>	<b>292.33</b>	<b>0.00</b>	<b>69.34</b>	<b>0.00</b>	<b>\$531.6</b>
<b>PROJECT TOTALS</b>	<b>70</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>\$4,446.60</b>	<b>\$7,648.15</b>	<b>\$1,164.00</b>	<b>\$1,814.21</b>	<b>\$9,800.00</b>	<b>\$24,872.9</b>

Direct Expenses:

Personal Vehicle Milage: \$0.60 per Mile  
Survey Vehicle Milage: \$1.00 per Mile  
CAD computer Time: \$8 per hour

GPS Equipment: \$15 per hour  
Per Diem ( Meals & Misc.): \$20 travel day and \$25 Non-travel day  
Survey Equipment: \$10 per hour

# Springboard ENGINEERING

3020 1<sup>st</sup> Avenue East, Newton, Iowa 50208  
phone: 641-787-8700 fax: 641-787-8800  
Springboardengineering.com

August 26, 2010

Mr. Bill Grabe  
Clapsaddle-Garber Associates  
16 E Main Street, PO Box 754  
Marshalltown, IA 50158

RE: PN1001: Fuel System Improvements, Creston Municipal Airport

Dear Mr. Garbe:

Thank you for the opportunity to work with you on the Creston Municipal Airport project. Based upon prior discussions, the following outlines the required Springboard Engineering's electrical scope of work for the project. This list represents the current understanding of the project deliverables. Any changes to project scope or deliverables shall cause Springboard Engineering to re-quote this project effort.

Springboard Engineering's electrical scope of work for the project:

1. Fuel facility electrical design work.
2. Utility electrical underground service definition.
3. Specification reviews, modifications and performance specification preparation.
4. Drafting - Building & Site Plan electrical schematics (electrical only).
5. Review "NFPA 407: Standard for Aircraft Fuel Servicing Current Edition: 2007".
6. Drawing Review(s)
7. Provide Schedule of Quantities and estimated construction costs as they relate to Springboard's portion of work.
8. Attend up to four meetings:
  - a. Initial field meeting at the airport.
  - b. Pre-design/construction.
  - c. Construction review.
  - d. Final inspection visit.

We have made the following assumptions for this project when establishing our quote price:

Assumptions:

1. CGA will provide standard electrical specifications that can be reviewed and revised.
2. CGA will provide basic Fuel System facility reference layout. CGA will provide site plan drawings of the airport.
3. Springboard Engineering will travel to the project location one time and determine the electrical service requirements.
4. Springboard Engineering will design and draw the entire Fuel System facility electrical plans and site underground electrical details.
5. Springboard Engineering will review CGA's standard specifications for any required changes to comply with the National Electrical Code (NFPA 70: NEC 2008).
6. Springboard Engineering will review NFPA 407 (Standard for Aircraft Fuel Servicing, latest edition) for design compliance.
7. Springboard Engineering will travel to the project site for a pre-construction meeting and twice during construction.
8. Springboard Engineering will provide support during the project bidding (contractor) process.
9. Springboard Engineering may need to travel to Marshalltown to meet with CGA concerning the project.
10. CGA's contract with Creston Municipal Airport and the city of Creston does not contain any unusual or onerous provisions in regard to Springboard's work.
11. Springboard Engineering will not be responsible for any permit or approval activities, land surveys, staking requirements or soil investigations.
12. CGA will provide a timely flow of design information from other parts of the project that have an effect on Springboard Engineering's portion of the work.

13. All civil, structural, electrical, and mechanical design work, not listed in this proposal scope, will be done by others.

Based upon the above scope outline and assumptions, we propose to work on a lump sum basis, including reimbursable expenses, for \$9,800.

Design Phase:	\$ 6,536.00
Construction Phase:	<u>\$ 3,264.00</u>
Project Total:	\$ 9,800.00

If you have any questions or need clarifications, please call.

Sincerely,

Mike Selover

Director of Sales, Springboard Engineering

**Springboard**  
**ENGINEERING**

**APPLICATION FOR PAYMENT NO. 2**

To: City of Creston (OWNER)  
 From: Betts & Beer Construction, Inc. (CONTRACTOR)  
 Contract: McKinley Park - State of Iowa Safe Room  
 Project: McKinley Park - State of Iowa Safe Room  
 OWNER's Contract No.: \_\_\_\_\_ ENGINEER's Project No.: 8009199  
 For Work Accomplished Through the Date of: August 31, 2010

1. Original Contract Price:		<u>\$223,800</u>
2. Net Change by Change Orders and Written Amendments (+ or -):		<u>1,665.00</u>
3. Current Contract Price (1 plus 2):		<u>225,465.00</u>
4. Total Completed and Stored to Date:		<u>111,311.00</u>
5. Retainage (Per Agreement):		
5% of Completed Work:	<u>5,493.25</u>	
0% of Stored Material:	<u>72.30</u>	
Total Retainage:		<u>5,565.55</u>
6. Total Completed and Stored to Date Less Retainage (4 minus 5):		<u>105,745.45</u>
7. Less Previous Application for Payments:		<u>43,137.60</u>
8. <b>DUE THIS APPLICATION (6 MINUS 7)</b>		<u>62,607.85</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER 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 OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or 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: 8/27/10 Betts & Beer Construction, Inc. - Adair, Iowa  
 By: Douglas J. Morgan (CONTRACTOR)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 9-2-10 Garden & Associates, Ltd. - Oskaloosa, Iowa  
 By: John Doe (ENGINEER)

Payment of the above AMOUNT DUE THIS APPLICATION is approved.

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

**CONTINUATION SHEET**

AIA Document G702, Application and Certificate for Payment, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

**PROJECT: MCKINLEY PARK RESTROOM, CRESTON, IOWA**

Application Number: 2  
 Application Date: 8/27/2010  
 Period to: 8/31/2010  
 Architect's Project #: 8009199

A	B	C	D	E	F	G	H	I	
Item No.	Description of Work	Scheduled Value	Work Completed From Previous Application (D + E)	This Period	Materials Presently Stored (Not in D or E)	Totals Completed and Stored to Date (D + E + F)	Percent (G / C)	Balance to Finish (C - G)	Retainage (G * .05)
1	Excavation/Foundation	52545.00	27566.00	15956.00		43522.00	82.83%	9023.00	2176.10
2	Structural Systems	41328.00	6269.00	17391.00		23660.00	57.25%	17668.00	1183.00
3	Walls/Ceilings	27781.00		22281.00		22281.00	80.20%	5500.00	1114.00
4	Roof	17211.00				0.00	0.00%	17211.00	0.00
5	Doors/Windows	14574.00		1507.00		1507.00	10.34%	13067.00	75.30
6	Moisture Protection	13717.00				0.00	0.00%	13717.00	0.00
7	Toilet/Hand washing facilities	31500.00		18895.00	1446.00	20341.00	64.57%	11159.00	1017.00
8	Ventilation	7500.00				0.00	0.00%	7500.00	0.00
9	Permanent Electrical Lighting	10144.00				0.00	0.00%	10144.00	0.00
10	Emergency Electrical Lighting/Emer. Outlets	7500.00				0.00	0.00%	7500.00	0.00
11	Change Order #1	1665.00				0.00	0.00%	1665.00	0.00
<b>Total Page 2</b>		<b>225,465.00</b>	<b>33,835.00</b>	<b>76,030.00</b>	<b>1,446.00</b>	<b>111,311.00</b>	<b>49.37%</b>	<b>114,154.00</b>	<b>5,565.55</b>

Program Name

**IOWA HOMELAND SECURITY AND EMERGENCY MANAGEMENT DIVISION  
MITIGATION PAYMENT REQUEST FORM**

**SECTION I: TO BE COMPLETED BY REQUESTING AGENCY / ENTITY**

"X" only ONE  Advance Request  Reimbursement Request

SUBGRANTEE NAME: City of Creston  
 SUBGRANTEE FEDERAL ID #: 42-6004446 PAY REQUEST #: 4  
 GRANT AGREEMENT NUMBER: HMGP-DR-1705-0033-01 PROJECT NUMBER: DR-1705-88-01  
 PROJECT NAME: City of Creston McKinley Park Safe Room  
 MAILING ADDRESS: PO Box 449  
 CITY / STATE / ZIP: Creston, Iowa 50801  
 POC NAME & PHONE #: Mike Taylor, 641.782.2000  
 Email : mike@crestoniowa.org

Source document(s) must accompany this request in order to receive payment. For a REIMBURSEMENT request: this must include payment verification (i.e. paid invoices, receipts, payroll records with personnel activity reports, cancelled checks, general ledger print outs.) For an ADVANCE request: this must include a detailed cost estimate (i.e. invoices, quotes, or other document). Note: If this request is an ADVANCE payment verification source documents for this advance must be submitted to HSEMD within 30 days after the funds are advanced, future advances will not be made until this documentation is received.

**Total Approved Project Amount: \$267,600.00**

Grant Year	FEDERAL GRANT	STATE GRANT	LOCAL SHARE	Total Funds	Approved Ad Funds
Approved Grant Award Amounts	\$200,700.00	\$26,760.00	\$40,140.00	\$267,600.00	\$4,000.00
Less Funds received to date	\$56,778.00	\$7,569.00	\$11,359.20	\$75,706.20	
Funds available before this Request	\$143,922.00	\$19,191.00	\$28,780.80	\$191,893.80	
Amount this Payment Request #	\$42,129.00	\$5,617.00	\$8,426.55		
HSEMD use only (adjustments)				na	
Funds Spent to Date	\$98,907.00	\$13,186.00	\$19,785.75	\$131,878.75	
Remaining Grant Funds Available	\$101,793.00	\$13,574.00	\$20,354.25	\$135,721.25	
Percentage of funds spent	36.96%	4.93%	7.39%	49.28%	

I certify that this Payment Request does not exceed the total amount of HMGP Grant Assistance in accordance with the Grant Agreement; that all claimed project work has been/will be completed; and all project costs which are claimed have been/will be paid in full, and that all costs incurred are eligible and allowable.

Mayor Warren Woods

^ SUBGRANTEE AUTHORIZED REPRESENTATIVE ^ SIGNATURE ^ DATE

Description	Grant Year

**SECTION II: TO BE COMPLETED BY IOWA HOMELAND SECURITY AND EMERGENCY MANAGEMENT DIVISION**

FUND	ORG	SUB ORG	OBJECT	FED Approved	STATE Approved	ADMIN Approv
Totals						

**APPROVED EXPENDITURE REQUEST TOTAL \$**

I certify that this Pay Request was reviewed and that funds claimed will be expended in accordance with provisions set forth in the FEMA-State Agreement.

^ FINANCE OFFICER DATE ^ GAR/DESIGNEE DATE

**APPLICATION FOR PAYMENT NO. 3**

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: 09/14/10

1. Original Contract Price:		\$	<u>1,199,218.45</u>
2. Net Change by Change Orders and Written Amendments (+ or -):		\$	<u>2,100.00</u>
3. Current Contract Price (1 plus 2):		\$	<u>1,201,318.45</u>
4. Total Completed and Stored to Date:		\$	<u>645,864.30</u>
5. Retainage (Per Agreement):			
5% of Completed Work:	\$	<u>32,293.22</u>	
0% of Stored Material:			
Total Retainage:		\$	<u>32,293.22</u>
6. Total Completed and Stored to Date Less Retainage (4 minus 5):		\$	<u>613,571.09</u>
7. Less Previous Application for Payments:		\$	<u>261,959.03</u>
8. <b>DUE THIS APPLICATION (6 MINUS 7)</b>		\$	<u>351,612.06</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 at 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 or 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: 9-15-10 Wicks Construction, Inc.  
(CONTRACTOR)  
By: Bruce Wonnahme

Payment of the above AMOUNT DUE THIS APPLICATION is **recommended**.

Dated: 9/14/10 Garden & Associates, LLC.  
(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. 3

Application No. 3

Date: 9/14/201

COTTONWOOD STREET RECONSTRUCTION PROJECT

CRESTON, IOWA

G & A PROJECT NO. 5009018

NO.	ITEM	UNIT PRICE	CONTRACT QUANTITY	SCHEDULE OF VALUES AMOUNT	QUANTITY COMPLETED	AMOUNT	%	MATERIAL STORED	AMOUNT COMPLETE STORED
1	2010-108-C-0 Clearing and Grubbing	xxxxxx	1 Lump Sum	\$4,000.00	0.95	\$3,800.00	95%		\$3,800.00
2	2010-108-E-0 Excavation, Class 10, 12, or 13	\$4.63	16,965 CY	\$78,547.95	11875.00	\$54,981.25	70%		\$54,981.25
3	2010-108-G-0 Subgrade Preparation	\$1.45	20,075 SY	\$29,108.75	11476.00	\$16,640.20	57%		\$16,640.20
4	2010-108-I-0 Subbase, Modified Subbase (Granular)	\$6.21	20,075 SY	\$124,665.75	11476.00	\$71,265.96	57%		\$71,265.96
5	2010-108-L-0 Compaction Testing	xxxxxx	1 Lump Sum	\$3,500.00	0.75	\$2,625.00	75%		\$2,625.00
6	3010-108-F-0 Trench Compaction Testing	xxxxxx	1 Lump Sum	\$2,500.00	0.75	\$1,875.00	75%		\$1,875.00
7	4020-108-A-1 Storm Sewer, Trenched, HDPE, 12"	\$25.50	61 LF	\$1,555.50	58.50	\$1,491.75	96%		\$1,491.75
8	4020-108-A-1 Storm Sewer, Trenched, HDPE, 15"	\$27.00	80 LF	\$2,160.00	90.00	\$2,430.00	113%		\$2,430.00
9	4020-108-A-1 Storm Sewer, Trenched, HDPE, 18"	\$36.00	506 LF	\$18,216.00	495.00	\$17,820.00	98%		\$17,820.00
10	4020-108-A-1 Storm Sewer, Trenched, HDPE, 24"	\$39.00	231 LF	\$9,009.00	238.00	\$9,282.00	103%		\$9,282.00
11	4020-108-A-1 Storm Sewer, Trenched, RCP, 15"	\$31.00	265 LF	\$8,215.00	262.00	\$8,122.00	99%		\$8,122.00
12	4020-108-A-1 Storm Sewer, Trenched, RCP, 18"	\$40.00	176 LF	\$7,040.00	176.00	\$7,040.00	100%		\$7,040.00
13	4020-108-A-1 Storm Sewer, Trenched, RCP, 24"	\$43.00	54 LF	\$2,322.00	55.00	\$2,365.00	102%		\$2,365.00
14	4030-108-B-0 Pipe Apron, Metal, 15"	\$300.00	1 EA	\$300.00	1.00	\$300.00	100%		\$300.00
15	4030-108-B-0 Pipe Apron, Metal, 18"	\$350.00	3 EA	\$1,050.00	2.00	\$700.00	67%		\$700.00
16	4030-108-B-0 Pipe Apron, Metal, 24"	\$400.00	5 EA	\$2,000.00	5.00	\$2,000.00	100%		\$2,000.00
17	4040-108-A-0 Subdrain, Perforated PE, 4"	\$5.67	10,300 LF	\$58,401.00	5640.00	\$31,978.80	55%		\$31,978.80
18	4040-108-D-0 Subdrain Outlets and Connections, CMP, 4"	\$75.00	20 EA	\$1,500.00	14.00	\$1,050.00	70%		\$1,050.00
19	4040-XXX-X-X 8" Tile Cleanout	\$250.00	4 EA	\$1,000.00	4.00	\$1,000.00	100%		\$1,000.00
20	4040-XXX-X-X 4" Tile, PVC	\$15.00	50 LF	\$750.00	44.00	\$660.00	88%		\$660.00
21	4040-XXX-X-X 6" Tile, PVC	\$16.00	15 LF	\$240.00	6.00	\$96.00	40%		\$96.00
22	4040-XXX-X-X 8" Tile, PVC	\$18.00	585 LF	\$10,530.00	557.00	\$10,026.00	95%		\$10,026.00
23	5020-108-F-0 Valve Box Extension	\$200.00	15 EA	\$3,000.00	2.00	\$400.00	13%		\$400.00
24	5020-108-H-0 Fire Hydrant Adjustment	\$750.00	4 EA	\$3,000.00		\$0.00	0%		\$0.00
25	6010-108-A-0 SW-401 Circular Storm Sewer Manhole, 48" I.D.	\$1,800.00	5 EA	\$9,000.00	5.00	\$9,000.00	100%		\$9,000.00
26	6010-108-A-0 SW-401 Circular Storm Sewer Manhole, 60" I.D.	\$2,500.00	3 EA	\$7,500.00	3.00	\$7,500.00	100%		\$7,500.00
27	6010-108-B-0 SW-501 Single Grate Intake	\$1,800.00	4 EA	\$7,200.00	4.00	\$7,200.00	100%		\$7,200.00
28	6010-108-B-0 SW-502 Circular Single Grate Intake, 48" I.D.	\$1,900.00	5 EA	\$9,500.00	5.00	\$9,500.00	100%		\$9,500.00
29	6010-108-B-0 SW-503 Single Grate Intake w/ Manhole	\$2,400.00	5 EA	\$12,000.00	5.00	\$12,000.00	100%		\$12,000.00
30	6010-108-B-0 SW-505 Double Grate Intake	\$2,600.00	4 EA	\$10,400.00	4.00	\$10,400.00	100%		\$10,400.00
31	6010-108-B-0 SW-512 Circular Area Intake, Case 1, 24" I.D. Riser	\$1,200.00	6 EA	\$7,200.00	6.00	\$7,200.00	100%		\$7,200.00

ATTACHMENT NO. 1 TO PAY REQUEST NO. 3

Application No. 3 Date: 9/14/201

COTTONWOOD STREET RECONSTRUCTION PROJECT

CRESTON, IOWA

G & A PROJECT NO. 5009018

NO.	ITEM	UNIT PRICE	CONTRACT QUANTITY		SCHEDULE OF VALUES AMOUNT	QUANTITY COMPLETED	AMOUNT	%	MATERIAL STORED	AMOUNT COMPLETE STORED
32	6010-108-E-0 Manhole Adjustment, Minor	\$300.00	1	EA	\$300.00	1.00	\$300.00	100%		\$
33	6010-108-F-0 Manhole Adjustment, Major	\$500.00	2	EA	\$1,000.00	1.00	\$500.00	50%		\$
34	7010-108-A-0 PCC Pavement, 8" Thick	\$34.94	17,825	SY	\$622,805.50	8076.00	\$282,175.44	45%		\$282,
35	7010-108-I-0 PCC Pavement Samples and Testing	xxxxxx	1	Lump Sum	\$4,000.00	0.45	\$1,800.00	45%		\$1,
36	7010-XXX-X-X Pavement Removal, PCC	\$5.00	485	SY	\$2,425.00	318.00	\$1,590.00	66%		\$1,
37	7030-108-A-0 Removal of Driveway	\$5.00	744	SY	\$3,720.00	726.33	\$3,631.65	98%		\$3,
38	7030-108-H-1 PCC Paved Driveway, 6" Thick	\$36.00	767	SY	\$27,612.00		\$0.00	0%		
39	7030-108-H-2 Driveway, Granular	\$25.00	30	TON	\$750.00		\$0.00	0%		
40	7060-108-A-0 Bituminous Seal Coat	\$7.00	335	SY	\$2,345.00		\$0.00	0%		
41	9010-108-A-0 Conventional Seeding, Fertilizing, and Mulching	\$1,500.00	7	AC	\$10,500.00		\$0.00	0%		
42	9040-108-A-1 Stormwater Pollution Prevention Plan, Preparation	xxxxxx	1	Lump Sum	\$1,100.00	1.00	\$1,100.00	100%		\$1,
43	9040-108-A-2 Stormwater Pollution Prevention Plan, Management	xxxxxx	1	Lump Sum	\$300.00	0.33	\$99.00	33%		
44	9040-108-A-3 Stormwater Pollution Prevention Plan, Inspection	\$70.00	25	EA	\$1,750.00	20.00	\$1,400.00	80%		\$1,
45	9040-108-Q-1 Silt Fence Installation	\$1.75	5,000	LF	\$8,750.00	1175.00	\$2,056.25	24%		\$2,
46	9040-108-T-0 Flow Transition Mat	\$17.00	160	SF	\$2,720.00	160.00	\$2,720.00	100%		\$2,
47	9050-108-B-0 Class E Rip Rap	\$43.00	60	TON	\$2,580.00	76.00	\$3,268.00	127%		\$3,
48	9060-108-A-1 Construct New Fence	\$5.00	500	LF	\$2,500.00		\$0.00	0%		
49	XXX-XXX-X-X Traffic Control	xxxxxx	1	Lump Sum	\$3,400.00	0.50	\$1,700.00	50%		\$1,
50	1090-105-D Mobilization	xxxxxx	1	Lump Sum	\$50,000.00	0.50	\$25,000.00	50%		\$25,
51	XXX-XXX-X-X Granular Surfacing for Temporary Access Drives -	\$25.00	350	TON	\$8,750.00	167.00	\$4,175.00	48%		\$4,
52	XXX-XXX-X-X Lower Water Service	\$1,500.00	2	EA	\$3,000.00	1.00	\$1,500.00	50%		\$1,
53	XXX-XXX-X-X Relocate Existing Water Service - 2" Dia.	\$2,000.00	1	EA	\$2,000.00		\$0.00	0%		
<b>SUBTOTALS</b>					<b>\$1,197,718.45</b>		<b>\$643,764.30</b>			<b>\$643,</b>
<b>ALTERNATE CONSTRUCTION</b>										
54	9040-108-Q-3 Removal of Device (Silt Fence)	\$0.30	5000	LF	\$1,500.00					
<b>SUBTOTALS</b>					<b>\$1,199,218.45</b>		<b>\$643,764.30</b>			<b>\$643,</b>
<b>Change Order No. 1</b>										
1	Change adjustment section for existing storm sewer manhole at Sta 32+65 from circular to rectangular to match existing and furnish flat-top type cover.	xxxxxx	1	Lump Sum	\$2,100.00	1.00	\$2,100.00	100%		\$2,
<b>SUBTOTALS</b>					<b>\$2,100.00</b>		<b>\$2,100.00</b>			<b>\$2,</b>
<b>TOTALS</b>					<b>\$1,201,318.45</b>		<b>\$645,864.30</b>			<b>\$645,</b>

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

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# CHANGE ORDER

No. 1

DATE OF ISSUANCE August 10, 2010

EFFECTIVE DATE August 10, 2010

OWNER City of Creston, Iowa

CONTRACTOR Wicks Construction, Inc.

Contract: Cottonwood Street Reconstruction Project

Project: Cottonwood Street Reconstruction Project

OWNER's Contract No. \_\_\_\_\_

ENGINEER's Contract No. \_\_\_\_\_

ENGINEER Garden & Associates, Ltd.

You are directed to make the following changes in the Contract Documents:

Description: **Change adjustment section for existing storm sewer manhole at Sta 32+65 from circular to rectangular to match existing and furnish flat-top type cover at a cost of \$2,100.00**

Reason for Change Order: **Existing manhole was buried and assumed to be circular based on old plans/information.**

Attachments: (List documents supporting change) None

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$ 1,199,218.45</u>
Net Increase (Decrease) from previous Change Orders No. ___ to ___: <u>\$ 0</u>
Contract Price prior to this Change Order: <u>\$ 1,199,218.45</u>
Net increase of this Change Order: <u>\$ 2,100.00</u>
Contract Price with all approved Change Orders: <u>\$ 1,201,318.45</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ Ready for final payment: <u>100 working days</u> (days or dates)
Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for final payment: <u>0 working days</u> (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: <u>100 working days</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: <u>0 working days</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: <u>100 working days</u> (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: Robert New By: \_\_\_\_\_  
ENGINEER (Authorized Signature) OWNER (Authorized Signature)

By: [Signature]  
CONTRACTOR (Authorized Signature)

Date: 9/14/10 Date: \_\_\_\_\_

Date: 8-16-10



## **VEENSTRA & KIMM, INC.**

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

515-225-8000 • 515-225-7848(FAX) • 800-241-0000(WATS)

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September 9, 2010

Honorable Mayor and City Council  
City of Creston  
116 West Adams  
P.O. Box 449  
Creston, IA 50801-0449

CRESTON, IOWA  
LEACHATE TREATMENT

### **GENERAL**

The primary purpose of the National Pretreatment Program is to protect publicly owned treatment works (POTW) and the environment from hazardous or toxic wastes which may be discharged into the sewer system. To protect the POTW and the environment, limits must be placed on the plant influent (headworks limitations). After the establishment of headworks limitations the POTW can then limit toxic contaminants from industrial dischargers.

This report is an update to the November 24, 2004 report on Leachate Treatment and the January 5, 2005 letter on the Industrial NPDES Permit Limits. This report incorporates new test results and Iowa Department of Natural Resources current standards.

There are four major areas of concern when establishing headwork limitations.

1. Inhibition/Interferences. The introduction of toxic pollutants above certain concentrations can inhibit the biological processes occurring at the POTW and result in reduced treatment efficiency.
2. Pass-Through of Pollutants. Toxic pollutants are removed at various removal efficiencies. Levels in the effluent may cause adverse impacts on the receiving stream.
3. Sludge Contamination. Removal of certain pollutants (i.e. metals) in the POTW's processes results in contamination of the sludge. Criteria for land disposal of sludge is based largely on the concentration in the sludge of certain metals.
4. Exposure of Workers to Chemical Hazards. Certain industrial wastes can produce poisonous gases or can be highly acidic or caustic to POTW personnel.

The four areas listed above will be examined in light of the types of industries present and sampling results to establish headwork limitations for various pollutants to protect the POTW and environment.

### **POLLUTANTS OF CONCERN**

Review of the August 30, 2010, April 13, 2010, December 14, 2004 and April 16, 2004 laboratory reports for the Union County landfill leachate results in a list of pollutants which are known or suspected to be present (Table 1). A copy of the leachate test results is shown in Appendix A. The maximum level for each contaminant from the four (4) separate samples is used in the following report.

**Table 1**  
**Contaminants Known or Suspected Present**

Arsenic	Magnesium
Barium	Potassium
Chromium (total)	Chloride
Nickel	Oil and Grease
Zinc	Ammonia Nitrogen
Heptachlor	BOD
Iron	TSS

The conventional pollutants listed in Table 1, BOD, TSS, oil and grease and ammonia nitrogen, are not included in further evaluation of headwork limitations. The limitations for BOD and TSS are established as part of the wastewater construction permit process. The pollutants barium, magnesium, chloride, iron and potassium are not at concentration levels to be of concern.

### **INHIBITION/INTERFERENCE**

The biological processes of concern are trickling filters, nitrification towers and the anaerobic digestion. EPA guidance documents and available literature identify threshold concentrations of various toxic pollutants that could inhibit the trickling filter process, nitrification process and the anaerobic digestion process. The trickling filter process is expected to be more tolerant of toxic pollutants than the nitrification process. Therefore if the nitrification process is protected from inhibition it is assumed that the trickling filters will also be protected. Table 2 presents concentrations at which inhibition has been observed for the nitrification process and anaerobic digestion process.

**Table 2**  
**Inhibitory Concentrations**  
**Nitrification and Anaerobic Digestion**

Constituent	Nitrification	Anaerobic
	Inhibition	Digestion Inhibition
	Threshold Levels	Threshold Levels
	mg/l	mg/l
Arsenic	1.50	1.60
Chromium (TOT)	0.25	130.00
Nickel	0.25	10.00
Zinc	0.08	400.00
Chloride	180.00	
Heptachlor		

Source: U.S. EPA, 1987. "Guidance Manual on the Development and Implementation of Local Discharge Limitations Under the Pretreatment Program".

To determine the headwork limits to prevent inhibition, treatment prior to the process of concern must be examined. Primary treatment may remove some of the toxic pollutant prior to trickling filter and nitrification process. Sludge concentrations of toxics, particularly metals, are dependent upon the removal efficiencies in the primary and secondary processes. Table 3 presents expected removal efficiencies of various contaminants for primary and secondary treatment.

Heptachlor removal efficiencies are unknown, and for the purposes of this report it is assumed Heptachlor is a pass through pollutant.

**Table 3**  
**Priority Pollutant Removal Efficiency**  
**Through Primary Treatment and Nitrification Treatment**

Constituent	Removal Efficiencies, %	
	Primary Treatment	Nitrification
Arsenic	—	5%
Chromium (TOT)	27%	55%
Nickel	14%	29%
Zinc	27%	67%

**Nitrification**

Headwork limitations for the nitrification process can be calculated using the following formula:

$$C^* = C_i$$

- where:  $C_i$  = Threshold inhibiting concentration (mg/l) (Table 2)  
 $C^*$  = Maximum allowable influent concentration (mg/l)  
 $E_p$  = Primary removal efficiency expressed in decimal form (Table 3)

The results of the nitrification headwork determination are presented in Table 4.

**Table 4  
 Nitrification Inhibition  
 Headworks Limitations**

Constituent	Inhibition Threshold Levels $C_i$ , mg/l	Primary and Secondary Removal Efficiency $E_p$ , %	Headworks Limits $C^*$ Mg/l
Arsenic	1.50	5%	1.579
Chromium (TOT)	0.25	55%	0.556
Nickel	0.25	29%	0.352
Zinc	0.08	67%	0.242

$$C^* = C_i / (1 - EP)$$

**Anaerobic Digestion**

For the anaerobic digestion process, back-calculating the headwork limits is dependent upon the primary and secondary removal efficiencies, the amount of the pollutant removed that is concentrated into the sludge, the sludge stream concentration and the threshold inhibition concentration. Removal efficiencies are presented in Table 3 and the threshold inhibition concentrations are listed in Table 2. It is assumed that 100% of the metals removed end up concentrated in the primary or secondary sludge. Lesser amounts removed of organics end up in the sludge. Table 5 presents the expected percent removal concentration found in the sludge.

Headwork limitations for protecting the anaerobic digester from inhibition are calculated from the following formula:

- $L = [ (X_i E_x) + (S_i) (1 - E_s) (Y) ]$   
 where: L = Sludge produced, lbs./day  
 $X_i$  = Influent TSS, lbs./day  
 $E_x$  = Primary clarifier TSS removal efficiency, [0.65]  
 $S_i$  = Influent BOD, lbs./day  
 $Y$  = Cell yield coefficient, mg SS produced/mg, BOD removal, [0.7]  
 $E_s$  = Primary clarifier BOD removal efficiency, [0.35]  
 $Q_s = (L) / [ (X_s) (8.34) ]$   
 where:  $Q_s$  = Sludge flow, mgd  
 $X_s$  = Sludge solids content, mg/l  
 $C^* = [ (Q_s) (C_i) ] / [ (E_p) (R) ]$   
 where:  $E_p$  = Reduction of pollutant through entire POTW (See Table 6)  
 $R$  = Ratio of pollutant concentrated in sludge vs removal through POTW  
 $C_i$  = Threshold concentration for anaerobic digestion process, mg/l (Table 5)  
 $Q$  = Influent flow, mgd

The sludge produced (L) in pounds per day (ppd) has been estimated based on sludge hauling records for the past 4 years. The sludge flow ( $Q_s$ ) has been estimated at 0.0048 mgd based on the sludge produced and the estimated sludge solids context ( $X_s$ ) of 1.0%. The influent flow Q includes the domestic plus the Kraft Foods and Fansteel contributions.

**Table 5**  
**Anaerobic Sludge Digestion Inhibition**  
**Headworks Limitations**

Constituent	Inhibition	POTW Removal	Concentration	Headworks
	Threshold Levels	Efficiency	Factor (1)	Limits
	$C_i$ , mg/l	$E_p$ , %	R	$C^*$ , mg/l
Arsenic	1.6	5%	1.00	0.171
Chromium(TOT)	130	55%	1.00	1.26
Nickel	10	29%	1.00	0.184
Zinc	400	67%	1.00	3.184

$$C^* = (Q_s/Q) * C_i / (E_p * R)$$

where  $Q_s = 0.0048$  mgd  
 $Q = 0.9000$  mgd

(1) Source: U.S. EPA, 1987. "Guidance Manual on the Development and Implementation of Local Discharge Limitations Under the Pretreatment Program".

**WATER QUALITY LIMITATIONS**

The Wastewater Treatment Facility discharges to the Platte River. The Platte River is classified as a Class B (LR) water to be protected for wildlife, fish, aquatic and semi aquatic life and secondary contact water uses. All water bodies in the State of Iowa are protected by the General Water Quality Criteria (I.A.C. 567-61-3(1) (455B). The General Water Quality Criteria prohibit the discharge of pollutants in quantities that would be toxic or harmful to aquatic life. The Iowa Department of Natural Resources has interpreted this section of the regulations to mean that "acute" toxic levels cannot be created in the stream. U.S. EPA has established criteria for acute toxicity and these values are presented in Table 6.

The Platte River has a 10 year low flow of 0.5 cfs. In calculating the toxicity of the plant effluent, a dilution with the river water can be accounted for. The plant effluent is required to meet criteria for acute toxicity. Using removal efficiencies listed in Table 3 for the headwork limits, for protecting Platte River to the general Water Quality Criteria are presented in Table 6.

**Table 6  
 Water Quality Limitations  
 Headwork Limitations**

Constituent	POTW	Water Quality	Water Quality	Headwork Limits
	Removal		Criteria	
	Efficiency	Criteria	Stream Dilution	with Dilution
	$E_p, \%$	mg/l	$C_i, \text{mg/l}$	$C^*, \text{mg/l}$
Arsenic	5%	0.36	0.4892	0.515
Chromium (TOT)	55%	0.30	0.4077	0.906
Nickel	29%	7	9.5122	13.4
Zinc	67%	2.2	2.9896	9.06
Heptachlor	0%	0.00038	0.0005	0.0005

Note: Water quality criteria based on acute toxicity at 100 mg/l hardness.  
 $C^* = C_i / (1 - E_p)$

Source: Iowa Department of Natural Resources Water Quality Standards

**WORKERS SAFETY**

In addition to protecting the environment, the City of Creston has an obligation to protect its employees. Certain compounds discharged in sufficient levels can be flammable, explosive, corrosive or create toxic conditions. A review of the pollutants identified as being present or suspected to be present did not identify organic compounds with may cause injury at sufficient concentrations.

**HEADWORKS LIMITATIONS**

Table 7 lists a summary of the various headwork limitations based on the criteria previously discussed. The last column of Table 7 lists the most stringent limitation.

The values in Table 7 are used to determine limitations on industrial dischargers. Before an industrial discharger is allocated a portion of the headworks limitations, the domestic contribution must be identified. The domestic contribution can be determined from actual sampling or typical values from the literature.

**Table 7  
 Headwork Limitations Summary**

<b>Constituent</b>	<b>Water Quality Criteria mg/l</b>	<b>Nitrification Inhibition Threshold mg/l</b>	<b>Anaerobic Digestion Inhibition Threshold mg/l</b>	<b>Most Stringent Headworks Limitation mg/l</b>
Arsenic	0.515	1.58	0.171	0.171
Chromium (TOT)	0.906	0.556	1.26	0.556
Nickel	13.4	0.352	0.184	0.184
Zinc	0.906	0.242	3.18	0.242
Heptachlor	0.00052	—	—	0.00052

Table 8 shows the headworks limits for the county landfill. Limits are calculated based on typical domestic wastewater levels from literature and the current industrial contributions. The limits for the current industries are taken from the companies NPDES permits, which limits the amount of waste that can be discharged to the City's wastewater treatment facility.

County landfill imitations are based on the worst-case scenario assumption that all industrial contributions occur at the same time. It was originally based on an average domestic flow of 0.84 mgd, an average Fansteel plant flow of 0.012 mgd, an average Fansteel landfill leachate flow of 0.043 mgd and a Kraft Foods average flow of 0.053 mgd. However, as explained later at Table 10, the correct Fansteel flows to calculate limitations should be the maximum daily batch flows of 0.021 mgd for the plant flow and 0.025 mgd for the landfill leachate flow. Table 8 in this updated report reflects limitations calculated from the maximum daily batch flows. The county landfill flow is assumed to be 1.44 mgd (1,000 gpm) based on a 5,000-gallon tanker truck unloading in 5 minutes. It is noted that Kraft Foods is not listed under Table 8 since the company only discharges conventional pollutants but its flow is used for calculating pollutant limitations.

**Table 8  
 County Landfill Limitations**

Constituent	Most Stringent Headworks Limitation	Typical Domestic Wastewater	Fansteel Plant Limitations	Fansteel Landfill Limitations	Allowable County Landfill Limitations	County Landfill Sampling Results
	C <sub>i</sub> , mg/l	C <sub>d</sub> , mg/l	C <sub>p</sub> , mg/l	C <sub>l</sub> , mg/l	C, mg/l	mg/l
Arsenic	0.171	0.003	—		0.280	0.015
Chromium(TOT)	0.556	0.050	2.77	3.59	0.784	0.009
Nickel	0.184	0.021	3.95		0.233	0.050
Zinc	0.242	0.175	2.61	3.59	0.198	0.043
Heptachlor	0.00052				0.00085	0.00056

$$C = [C_i Q_t - (C_d Q_d + C_p Q_p + C_l Q_l)] / Q$$

- where
- Q<sub>d</sub> = Domestic Flow 0.84 mgd
  - Q<sub>p</sub> = Fansteel Plant Flow (Daily Max Batch Flow) 0.021 mgd
  - Q<sub>l</sub> = Fansteel Landfill Flow (Daily Max Flow) 0.025 mgd
  - Q<sub>k</sub> = Kraft Foods Flow 0.053 mgd
  - Q = County Landfill Flow 1.44 mgd
  - Q<sub>t</sub> = Total Flow 2.38 mgd
  - Q<sub>t</sub> = Q<sub>d</sub> + Q<sub>k</sub> + Q<sub>l</sub> + Q<sub>p</sub> + Q

The allowable landfill limitations listed in Table 8 are above the concentrations listed in the August 30, 2010, April 13, 2010, December 14, 2004 and April 16, 2004 laboratory reports (Appendix A) of Union County Landfill leachate for the constituents of concern.

## SLUDGE CONTAMINATION

The City of Creston presently applies stabilized sludge to agricultural land in accordance with Iowa Department of Natural Resources regulations, I.A.C. 900-121.3 (455B). The City sludge is presently classified as a Class I sludge and sludge constituent levels are not to exceed the following levels:

Arsenic	41 mg/kg
Cadmium	39 mg/kg
Chromium	1,200 mg/kg
Copper	1,500 mg/kg
Lead	300 mg/kg
Mercury	17 mg/kg
Molybdenum	75 mg/kg
Nickel	420 mg/kg
Selenium	100 mg/kg
Zinc	2,800 mg/kg

If the above levels are exceeded in the City's sludge, the City would no longer meet the criteria for a Class I sewage sludge. The City of Creston wishes to maintain the Class I sewage sludge classification and therefore intends to limit the sludge contaminants to the levels shown above. Since cadmium, copper, lead, mercury, molybdenum and selenium were not detected the county landfill leachate sample, they have been eliminated from further analysis in this report.

Assuming that the sludge into the digesters is 75% volatile and a 50% reduction in volatiles is achieved in the digester, solids mass out of the digester will only be 63% of the solids mass entering the digester.

Headwork limitations were calculated based on limiting the influent concentrations to a level that would result in sludge contaminant below the Class I standards. Raw sludge quantity is estimated to be about 400 lbs./day based on information from the City. Table 9 presents the headwork limitations for sludge contamination.

**Table 9**  
**Class I Sludge**  
**Headwork Limitations**

Constituent	Class I	POTW Removal	Headwork Limits
	Sludge Limits	Efficiency	C*
	C <sub>s</sub> , mg/kg	E <sub>p</sub> , %	ppd
Arsenic	41	5%	0.662
Chromium (TOT)	1,200	55%	1.76
Nickel	420	29%	1.17
Zinc	2,800	67%	3.37
Heptachlor		0%	

$$C^* = [(Q_s/Q) * (C_s * X_s * F) / (10^6 * E_p * R)] * Q * 8.34$$

where Q <sub>s</sub> = Sludge Flow to Digesters	0.0048 mgd
Q = POTW Influent Flow	0.9 mgd
X <sub>s</sub> = Sludge Concentration	32,000 mg/l
F = Solids Reduction Factor	0.63
R = Concentration Factor	1.00

Table 10 shows the allowable county landfill limits based on existing industrial NPDES average permit limits and a typical domestic wastewater contribution.

The mass loadings shown in the Fansteel plant's NPDES permit are based on the total plant flow. The mass loadings should be based on the Fansteel Plant's batch treatment flows. The limits shown in Table 10 have been updated with the correct limits for the Fansteel Plant, but it is recommended the NPDES permit be updated with the correct mass loadings.

The county landfill sampling results in Table 10 are based on the August 30, 2010, April 13, 2010, December 14, 2004 and April 16, 2004 laboratory reports and assumes the landfill does not discharge more than 1,500,000 gallons per year of leachate to the City wastewater treatment facility.

**Table 10**  
**Class I Sludge County Landfill Limitations**  
**(based on existing industry NPDES permit limits)**

<b>Constituent</b>	<b>Headworks Limitation ppd</b>	<b>Typical Domestic Wastewater Contribution ppd</b>	<b>Fansteel Plant Limitations ppd</b>	<b>Fansteel Landfill Limitations ppd</b>	<b>Allowable County Landfill Limitations ppd</b>	<b>County Landfill Sampling Results ppd</b>
Arsenic	0.662	0.021	—	—	0.641	0.0005
Chromium(TOT)	1.76	0.348	0.49	0.75	0.177	0.0003
Nickel	1.17	0.146	0.69	—	0.330	0.002
Zinc	3.37	1.219	0.46	0.75	0.946	0.0015

Comparing the allowable limits with the sampling results in Table 10 shows there is sufficient treatment capacity for treating the Union County Landfill Leachate.

**RECOMMENDATIONS**

The Fansteel Plant NPDES permit should be updated to show a mass loading based on the batch treatment flows.

The recommended effluent limits for the Union County Landfill are in Table 11. The average effluent limits are based on August 30, 2010, April 13, 2010, December 14, 2004 and April 16, 2004 laboratory results and a safety factor of 1.25. The daily maximum effluent limits are based on the August 30, 2010, April 13, 2010, December 14, 2004 and April 16, 2004 laboratory results and a safety factor of 1.50. The effluent limits assume the county landfill will discharge no more than 1,500,000 gallons per year, no more than 50,000 gallons per day of leachate and no more than 1,000 gallons per minute.

**Table 11  
 Union County Landfill Recommended NPDES Permit Limits**

<b>Constituent</b>	<b>30 Day Average mg/l</b>	<b>Daily Maximum mg/l</b>	<b>30 Day Average ppd</b>	<b>Daily Maximum ppd</b>
Arsenic	0.019	0.023	0.0006	0.009
Barium	0.663	0.795	0.023	0.332
Cadmium	0.006	0.008	0.00021	0.003
Chromium(total)	0.011	0.014	0.00039	0.006
Copper	0.011	0.014	0.00039	0.006
Heptachlor	0.00070	0.00084	0.000024	0.0004
Iron	21.1	25.4	0.72	10.58
Lead	0.010	0.012	0.00034	0.005
Magnesium	156	188	5.36	78.2
Mercury	0.0006	0.0008	0.000021	0.0003
Molybdenum	0.006	0.008	0.00021	0.0031
Nickel	0.063	0.075	0.0021	0.031
Selenium	0.006	0.008	0.00021	0.003
Zinc	0.054	0.065	0.0018	0.027

Honorable Mayor and City Council  
City of Creston  
September 9, 2010  
Page 13

Comparing the effluent limits in Table 11 with the allowable limits in Table 8 and Table 10 shows there is sufficient capacity for the City to accept discharges from a future industry similar to Fansteel.

VEENSTRA & KIMM, INC.



Forrest Aldrich

FSA:omd  
25144

Honorable Mayor and City Council  
City of Creston  
September 9, 2010  
Page 14

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signed:

Date:

*Forrest S. Aldrich*

*9/9/2010*

Forrest S. Aldrich, P.E.

Iowa License No. 12248

My license renewal date is December 31, 2011



Detailed parts covered by this seal:

\_\_\_\_\_  
\_\_\_\_\_

**IOWA DEPARTMENT OF NATURAL RESOURCES  
OPERATION PERMIT APPLICATION  
TREATMENT AGREEMENT**

<b>NOTICE</b>		<b>DNR USE</b>		
<p>A properly executed Treatment Agreement must be submitted by the contributor not less than one hundred eighty (180) days before the new major contributing industry proposes to discharge into a wastewater disposal system. Any proposed expansion, production increase or process modification that may result in <u>any</u> change to a previous Treatment Agreement requires execution of a new Treatment Agreement.</p>		IOWA FACILITY NO.		
		IND. CONT. AGREEMENT NO.		
		REPLACES AGREEMENT NO.		
<b>MAJOR INDUSTRIAL CONTRIBUTOR</b>		<b>SYSTEM RECEIVING WASTE</b>		
NAME Prairie Solid Waste Agency		NAME Creston Wastewater Treatment Plant		
MAILING ADDRESS P.O. Box 227, Creston, Iowa 50801		MAILING ADDRESS P.O. Box 449, Creston, Iowa 50801		
AUTHORIZED REPRESENTATIVE Amy Schultes	PHONE NO. 641-347-5022	AUTHORIZED REPRESENTATIVE Mike Taylor	PHONE NO. 641-782-5217	
<b>CERTIFICATION OF CONTRIBUTING INDUSTRY</b>				
<p>I am the duly authorized representative for the major industrial contributor identified above and state that the proposed discharge to the system receiving waste identified above shall not exceed the quantities listed on page two of this form after</p>				
<table border="1" style="margin: auto;"> <tr> <td style="padding: 2px;">EFFECTIVE DATE <u>September 28, 2010</u></td> </tr> </table>				EFFECTIVE DATE <u>September 28, 2010</u>
EFFECTIVE DATE <u>September 28, 2010</u>				
<p>I further assure that notice of any anticipated increase in pollutants contributed shall be given to the owner of the system identified above sufficiently in advance of such increase to allow this contributor to submit a new treatment agreement to the Department of Natural Resources not later than sixty days in advance of the increase or change.</p>				
TYPED OR PRINTED NAME Amy Schultes	TITLE Director	SIGNATURE	DATE	
<b>CERTIFICATION OF SYSTEM RECEIVING WASTE</b>				
<p>I am the duly authorized representative for the facility owner named above and state that the owner agrees to accept the discharge described on page two from the contractor identified above, and accepts responsibility for providing treatment of the volume and quantities described on the reverse in accordance with the provisions of Chapter 455B, Code of Iowa, and the rules of the Department of Natural Resources. This agreement is conditioned on the industrial contributor complying with all applicable standards and requirements of the Department of Natural Resources and the United State Environmental Protection Agency. This agreement is entered for the purpose of identifying pollutants contributed and limiting the quantity contributed, and shall not otherwise be construed to affect local ordinances, sewer service agreements or fee systems entered into between the parties.</p>				
<p>This agreement may be modified or terminated by the owner of the disposal system if additional pollutants or additional quantities or volumes of pollutants are contributed other than identified on the reverse, or because of any condition that requires either a temporary or permanent reduction or elimination of the accepted contribution.</p>				
TYPED OR PRINTED NAME Mike Taylor	TITLE City Administrator	SIGNATURE	DATE	

# 1. PROCESS DESCRIPTION

SPECIFIC MANUFACTURING PROCESS

Municipal Solid Waste Landfill

SIC CODE

4953

## CONSUMPTION

PRINCIPAL RAW MATERIAL

AMOUNT CONSUMED  
PER DAY

## PRODUCTION

PRINCIPAL PRODUCTS

AMOUNT PRODUCED  
PER DAY

Solid Waste

N/A

Leachate

50,000 gal.

2. HOURLY MAXIMUM  
FLOW CONTRIBUTION

1,000 GPM

3. DAYS OF  
OPERATION  
PER WEEK

5

4. HOURS OF OPERATION DURING  
PEAK DAY OF OPERATION

8 Hours

5. RANGE OF pH LEVEL IN CONTRIBUTION

MINIMUM

MAXIMUM

6.00

8.50

6. DESCRIPTION OF PRETREATMENT PROVIDED

Sedimentation and natural aeration in leachate storage lagoon.

7. DESCRIPTION OF ANY BATCH OR PERIODIC DISCHARGES

Leachate will be transported by tanker truck to the W.P.C.P. The maximum that can be hauled in 1 day is 50,000 gallons, and the maximum that can be hauled in 1 year is 1,500,000 gallons. In the event of a Creston W.P.C.P. upset, hauling will be suspended until conditions improve.

## 8. COMPATIBLE WASTE IN CONTRIBUTION

WASTEWATER PARAMETER	AVERAGE	MAXIMUM	WASTEWATER PARAMETER	AVERAGE	MAXIMUM
Flow (MGD)	0.004110	0.050000	Ammonia Nitrogen (lbs/day)		
BOD <sub>5</sub> (lbs/day)		21.000000	Oil and Grease (mg/l)		5.000000
Total Suspended Solids (lbs/day)		73.000000			
Total Kjeldahl Nitrogen (lbs/day)		10.000000			

## 9. INCOMPATIBLE WASTE IN CONTRIBUTION

WASTEWATER PARAMETER	AVERAGE		MAXIMUM	
	mg/l	lbs/day	mg/l	lbs/day
Arsenic	0.019	0.000600	0.023	0.009000
Barium	0.663	0.023000	0.795	0.332000
Cadmium	0.006	0.000210	0.008	0.003000
Chromium (TOT)	0.011	0.000390	0.014	0.006000
Copper	0.011	0.000390	0.014	0.006000
Selenium	0.006	0.000210	0.008	0.003000
Iron	21.100	0.720000	25.400	10.580000
Lead	0.010	0.000340	0.012	0.005000
Magnesium	156.000	5.360000	188.000	78.200000
Zinc	0.054	0.001800	0.065	0.027000
Molybdenum	0.006	0.000200	0.008	0.003100
Nickel	0.063	0.002100	0.075	.031

WASTEWATER PARAMETER	AVERAGE		MAXIMUM	
	mg/l	lbs/day	mg/l	lbs/day
Heptachlor	.00070	.000024	.00084	.0004
Mercury	.0006	.000021	.0008	.0003

**IOWA DEPARTMENT OF NATURAL RESOURCES  
OPERATION PERMIT APPLICATION  
TREATMENT AGREEMENT**

<b>NOTICE</b>				<b>DNR USE</b>		
<p>A properly executed Treatment Agreement must be submitted by the contributor not less than one hundred eighty (180) days before the new major contributing industry proposes to discharge into a wastewater disposal system. Any proposed expansion, production increase or process modification that may result in <u>any</u> change to a previous Treatment Agreement requires execution of a new Treatment Agreement.</p>				IOWA FACILITY NO.		
				IND. CONT. AGREEMENT NO.		
				REPLACES AGREEMENT NO.		
<b>MAJOR INDUSTRIAL CONTRIBUTOR</b>			<b>SYSTEM RECEIVING WASTE</b>			
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AUTHORIZED REPRESENTATIVE Amy Schultes		PHONE NO. 641-347-5022	AUTHORIZED REPRESENTATIVE Mike Taylor		PHONE NO. 641-782-5217	
<b>CERTIFICATION OF CONTRIBUTING INDUSTRY</b>						
<p>I am the duly authorized representative for the major industrial contributor identified above and state that the proposed discharge to the system receiving waste identified above shall not exceed the quantities listed on page two of this form after</p>						
<table border="1" style="margin: auto;"> <tr> <td style="padding: 2px;">EFFECTIVE DATE <u>January 1, 2011</u></td> </tr> </table>						EFFECTIVE DATE <u>January 1, 2011</u>
EFFECTIVE DATE <u>January 1, 2011</u>						
<p>I further assure that notice of any anticipated increase in pollutants contributed shall be given to the owner of the system identified above sufficiently in advance of such increase to allow this contributor to submit a new treatment agreement to the Department of Natural Resources not later than sixty days in advance of the increase or change.</p>						
TYPED OR PRINTED NAME Amy Schultes		TITLE Director		SIGNATURE DATE		
<b>CERTIFICATION OF SYSTEM RECEIVING WASTE</b>						
<p>I am the duly authorized representative for the facility owner named above and state that the owner agrees to accept the discharge described on page two from the contractor identified above, and accepts responsibility for providing treatment of the volume and quantities described on the reverse in accordance with the provisions of Chapter 455B, Code of Iowa, and the rules of the Department of Natural Resources. This agreement is conditioned on the industrial contributor complying with all applicable standards and requirements of the Department of Natural Resources and the United State Environmental Protection Agency. This agreement is entered for the purpose of identifying pollutants contributed and limiting the quantity contributed, and shall not otherwise be construed to affect local ordinances, sewer service agreements or fee systems entered into between the parties.</p>						
<p>This agreement may be modified or terminated by the owner of the disposal system if additional pollutants or additional quantities or volumes of pollutants are contributed other than identified on the reverse, or because of any condition that requires either a temporary or permanent reduction or elimination of the accepted contribution.</p>						
TYPED OR PRINTED NAME Mike Taylor		TITLE City Administrator		SIGNATURE DATE		

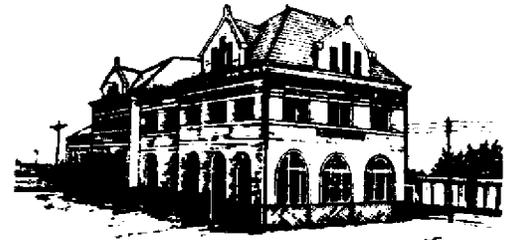
## 1. PROCESS DESCRIPTION

SPECIFIC MANUFACTURING PROCESS Municipal Solid Waste Landfill			SIC CODE 4953		
CONSUMPTION		PRODUCTION			
PRINCIPAL RAW MATERIAL	AMOUNT CONSUMED PER DAY	PRINCIPAL PRODUCTS	AMOUNT PRODUCED PER DAY		
Solid Waste	N/A	Leachate	50,000 gal.		
2. HOURLY MAXIMUM FLOW CONTRIBUTION  1,000 GPM	3. DAYS OF OPERATION PER WEEK  5	4. HOURS OF OPERATION DURING PEAK DAY OF OPERATION  8 Hours	5. RANGE OF pH LEVEL IN CONTRIBUTION		
			MINIMUM	MAXIMUM	
			6.00	8.50	
6. DESCRIPTION OF PRETREATMENT PROVIDED Sedimentation and natural aeration in leachate storage lagoon.					
7. DESCRIPTION OF ANY BATCH OR PERIODIC DISCHARGES Leachate will be transported by tanker truck to the W.P.C.P. The maximum that can be hauled in 1 day is 50,000 gallons, and the maximum that can be hauled in 1 year is 1,250,000 gallons. In the event of a Creston W.P.C.P. upset, hauling will be suspended until conditions improve.					
8. COMPATIBLE WASTE IN CONTRIBUTION					
WASTEWATER PARAMETER	AVERAGE	MAXIMUM	WASTEWATER PARAMETER	AVERAGE	MAXIMUM
Flow (MGD)	0.003430	0.050000	Ammonia Nitrogen (lbs/day)		
BOD <sub>5</sub> (lbs/day)		21.000000	Oil and Grease (mg/l)		5.000000
Total Suspended Solids (lbs/day)		73.000000			
Total Kjeldahl Nitrogen (lbs/day)		10.000000			
9. INCOMPATIBLE WASTE IN CONTRIBUTION					
WASTEWATER PARAMETER	AVERAGE		MAXIMUM		
	mg/l	lbs/day	mg/l	lbs/day	
Arsenic	0.019	0.000500	0.023	0.009000	
Barium	0.663	0.019000	0.795	0.332000	
Cadmium	0.006	0.000180	0.008	0.003000	
Chromium (TOT)	0.011	0.000320	0.014	0.006000	
Copper	0.011	0.000320	0.014	0.006000	
Selenium	0.006	0.000180	0.008	0.003000	
Iron	21.100	0.600000	25.400	10.580000	
Lead	0.010	0.000290	0.012	0.005000	
Magnesium	156.000	4.470000	188.000	78.200000	
Zinc	0.054	0.001500	0.065	0.027000	
Molybdenum	0.006	0.000180	0.008	0.003100	
Nickel	0.063	0.000180	0.075	.031	

WASTEWATER PARAMETER	AVERAGE		MAXIMUM	
	mg/l	lbs/day	mg/l	lbs/day
Heptachlor	.00070	.000020	.00084	.0004
Mercury	.0006	.000018	.0008	.0003

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*

**Planning and Zoning Commission  
Meeting Minutes  
September 14, 2010**

The Planning and Zoning Commission meeting was called to order by Dennis Brown at the Creston City Hall at 5:03 p.m. The minutes of the previous meeting were approved as written.

Members present: Martin Shawler, Jerry White, Dennis Brown and Rick Foster.

Members absent were: Dannie Stephens.

Also present was Kevin Kruse - Zoning Administrator, Warren Woods - Mayor.

The first item for consideration was rescinding the resolution of August 10<sup>th</sup> recommending changes of the zoning code to the Creston City Council regarding wind turbines. After due consideration and discussion Shawler moved and White seconded to approve a resolution to rescind the resolution of August 10<sup>th</sup>, 2010. All present voted in favor of the motion.

Discussion was then held on a proposed new section, Section 168.12, Wind Turbines. It was explained that this section had come from Iowa Codification after it was determined that it would be better to place the wind generator requirements in one section of the zoning code rather than in many different sections as was done at the last P&Z meeting. The Commission then discussed the proposed new section and agreed that it covered the concerns that the Commission had as well as that the proposed new section did not have in it the items that the City Council had concerns with in proposed Chapter 171.

A Public Hearing was then held with no one being present to speak in favor of or against the proposed Section 168.12, Wind Turbines. There was no correspondence received either for or against proposed section. The Public Hearing was then closed.

Foster then moved and White seconded to approve a resolution recommending to the City Council that section 168.12, Wind Turbines, be adopted and placed in the Creston Zoning Code. A roll call vote was taken with all present voting in favor of the resolution.

Being no further business the meeting was adjourned.

Respectfully submitted,

Kevin Kruse  
Board Secretary

## **RESOLUTION**

### **RESOLUTION BY THE PLANNING AND ZONING COMMISSION RECOMMENDING THE CONSIDERATION OF AN ORDINANCE DEALING WITH THE REGULATION OF WIND ENERGY CONVERSION SYSTEMS:**

WHEREAS, the Planning and Zoning Commission met for the consideration of an ordinance dealing with the regulation of wind energy conversion systems.

WHEREAS, on May 11, 2010, after discussion of the matter, it was determined by the Planning & Zoning Commission to recommend to the City Council, "CHAPTER 171", a new ordinance regulating wind energy conversion systems.

WHEREAS, the Creston City Council met and rejected "CHAPTER 171", a new ordinance regulating wind energy conversion systems.

WHEREAS, the Planning and Zoning Commission feels that there is a need for regulation of wind energy conversion systems.

BE AND IT IS FURTHER RESOLVED, the Planning & Zoning Commission hereby recommends to the Creston City Council, that the following addition to the Creston Zoning Code be adopted under the Conditional Use sections of each Zoning District:

Wind Energy Conversion Systems. The application at a minimum must contain the following information:

1. A site plan showing the proposed structure, all buildings and property lines.

2. That the proposed structure is safe and the surrounding areas are will not be negatively affected by thrown ice or shadow flicker.
3. That the proposed Wind Energy Conversion System will not emit more than 50 dB in Residential Zones and Light Commercial Zones, 75 dB in any other zone. This shall be proven through provided engineering specifications.
4. The height and color of the structure.
5. Evidence from a qualified professional that the site is feasible for a wind energy conversion system, or that covenants, easements and other assurance to document sufficient wind to operate the wind energy conversion system have been obtained.

BE AND IT IS FURTHER RESOLVED, that the Chairman and Secretary are hereby authorized to execute the proper documentation necessary.

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

PASSED AND APPROVED this 11<sup>th</sup> day of August, 2010.



Dennis Brown, Chairman

ATTEST:

  
Kevin W. Kruse, Secretary

PREPARED BY: KEVIN W. KRUSE, CITY OF CRESTON, CRESTON, IA. 50801 (641)-782-2000  
RETURN TO: LISA WILLIAMSON

## **RESOLUTION**

### **RESOLUTION BY THE PLANNING AND ZONING COMMISSION RESCINDING THE RESOLUTION OF AUGUST 11, 2010 DEALING WITH THE REGULATION OF WIND ENERGY CONVERSION SYSTEMS:**

WHEREAS, the Planning and Zoning Commission has met for the consideration of an ordinance dealing with the regulation of wind energy conversion systems.

WHEREAS, on August 11, 2010 the Planning and Zoning Commission passed a resolution recommending to the City Council that changes be adopted dealing with the regulation of wind energy conversion systems.

WHEREAS, the Planning and Zoning Commission needs to have a public hearing before the wind energy conversion systems changes can be made to the zoning code.

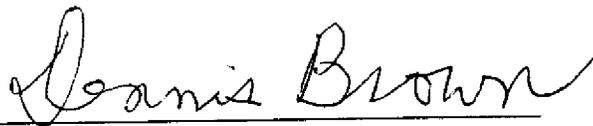
WHEREAS, the Planning and Zoning Commission feels that the resolution adopted on August 11, 2010 should be rescinded and reconsideration be given to the wind energy conversion systems changes to the zoning code.

BE AND IT IS FURTHER RESOLVED, the Planning & Zoning Commission hereby rescinds the resolution adopted on August 11, 2010, recommending the consideration of an ordinance dealing with the regulation of wind energy conversion systems to the Creston City Council.

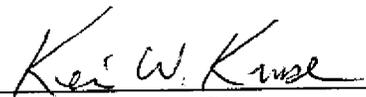
BE AND IT IS FURTHER RESOLVED, that the Chairman and Secretary are hereby authorized to execute the proper documentation necessary.

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

PASSED AND APPROVED this 14<sup>th</sup> day of September, 2010.

  
\_\_\_\_\_  
Dennis Brown, Chairman

ATTEST:

  
\_\_\_\_\_  
Kevin W. Kruse, Secretary

PREPARED BY: KEVIN W. KRUSE, CITY OF CRESTON, CRESTON, IA. 50801 (641)-782-2000  
RETURN TO: LISA WILLIAMSON

## **RESOLUTION**

**RESOLUTION BY THE PLANNING AND ZONING COMMISSION  
RECOMMENDING THE CONSIDERATION OF THE ADDITION OF SECTION  
168.12 TO THE ZONING CODE DEALING WITH WIND ENERGY CONVERSION  
SYSTEMS TO THE CRESTON CITY COUNCIL:**

WHEREAS, the Planning and Zoning Commission has met for the consideration of an ordinance dealing with the regulation of wind energy conversion systems.

WHEREAS, on August 11, 2010 the Planning and Zoning Commission passed a resolution recommending to the City Council that changes be adopted dealing with the regulation of wind energy conversion systems.

WHEREAS, the Planning and Zoning Commission has rescinded the resolution of August 11, 2010 to consider Section 168.12 Wind Turbines, a new section to the zoning code.

WHEREAS, the Planning and Zoning Commission held a Public Hearing regarding adopting a new section, Section 168.12, Wind Turbines, on September 14, 2010

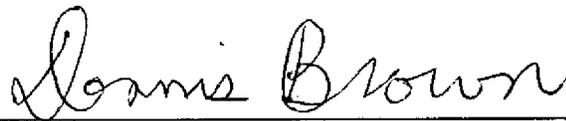
WHEREAS, after discussion of the matter, it was determined by the Planning & Zoning Commission to recommend to the City Council, Section 168.12, Wind Turbines, an ordinance regulating wind energy conversion systems.

BE AND IT IS FURTHER RESOLVED, the Planning & Zoning Commission hereby recommends to the Creston City Council the adoption of Section 168.12, Wind Turbines and that said section be included in the Creston Zoning Code.

BE AND IT IS FURTHER RESOLVED, that the Chairman and Secretary are hereby authorized to execute the proper documentation necessary.

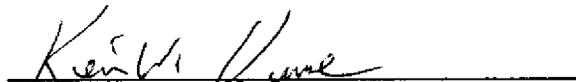
BE AND IT IS FURTHER RESOLVED, that any resolution in conflict herewith is hereby repealed.

PASSED AND APPROVED this 14<sup>th</sup> day of September, 2010.



Dennis Brown, Chairman

ATTEST:

  
Kevin W. Kruse, Secretary

**ORDINANCE NO. 11-128**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO ZONING CODE – GENERAL REGULATIONS, WIND TURBINES**

Be It Enacted by the City Council of the City of Creston, Iowa:

**SECTION 1. SECTION MODIFIED.** Chapter 168, Section 12 of the Code of Ordinances of the City of Creston, Iowa, 1996, is added and the following adopted in lieu thereof:

**168.12 WIND TURBINES.**

1. Intent. This section establishes general guidelines for the sitting and use of wind turbine generators and related devices and structures. This section is intended to:
  - A. Protect residential areas from any potentially adverse visual or noise impacts of wind turbine generators or related devices or structures.
  - B. Provide for a land use that will provide an energy source with low associated environmental impacts.
  - C. Provide for the removal of abandoned or noncompliant wind turbine generator towers, anemometer towers, or related devices and structures.
  - D. Allow restricted use of wind turbine generator towers and anemometers of limited height.
2. Definitions Related to Wind Turbine Generators.
  - A. Anemometer. An instrument for measuring and recording the speed of the wind.
  - B. Anemometer Tower. A structure, including all accessory facilities, temporarily erected for no more than two (2) years, on which an anemometer is mounted for the purposes of documenting whether a site has wind resources sufficient for the operation of a wind turbine generator.
  - C. Wind Turbine Generator. A tower, pylon, or other structure, including all accessory facilities, upon which any, all, or some combination of the following is mounted:
    - (1) A wind vane, blade, or series of wind vanes or blades, or other devices mounted on a rotor for the purpose of converting wind kinetic energy into electrical energy.

(2) A shaft, gear, belt, or coupling device used to connect the rotor to a generator, alternator, or other electrical or mechanical energy-producing device.

(3) A generator, alternator, or other device used to convert mechanical energy transferred by the rotation of the rotor into electrical energy.

D. **Wind Turbine Generator Height.** The distance between the ground and the highest point of the wind turbine generator equipment, including the blades.

E. **Shadow Flicker.** The visible flicker effect when rotating turbine blades cast shadows on the ground and nearby structures causing the repeating pattern of light and shadows.

3. **Applicability.**

A. **Wind turbine generator tower and anemometer tower setbacks for towers** shall be a distance equal to 110% of the total height of the tower and blades from overhead utility lines, public road right-of-way, and property boundaries.

B. **All wind turbine generators and anemometer towers shall only be permitted after a conditional use permit approval in accordance with Section 165.12**

C. **The Creston Airport Board must approve the maximum height and location of all generator towers (plus blades) or anemometer towers to insure the safety of airplane traffic.**

D. **The City Building Department shall approve any electric generator system before and after installation.**

4. **General Requirements.**

A. **Minimum Site Area.** The minimum site area for a wind turbine generator or an anemometer tower shall be as necessary to meet required setbacks and any other standards of this section.

B. **Maximum Height.** The maximum wind turbine generator height (blades included), or the height of an anemometer tower erected prior to the wind turbine generator, shall be 300 feet.

C. **Minimum Rotor Wind Vane or Blade Clearance.** The lowest point of the arc created by rotating wind vanes or blades on a wind turbine generator shall be no less than 25 feet or  $\frac{1}{4}$  of the tower height, whichever is greater.

D. **Maximum Noise Levels.** Any proposed wind turbine generator shall produce sound levels that are no more than 50 decibels as measured on the dB(A) scale at the property lines of the site in question. A variance is allowed when due to occasional high winds. A noise report shall be submitted with any application for an anemometer tower or wind or wind

turbine generator tower. A noise report shall be prepared by a qualified professional or equipment vendor and shall include the following, at a minimum:

(1) A description and map of the project's noise producing features, including the range of noise levels expected, and the basis of the expectation.

(2) A description of the projects proposed noise control features and specific measures proposed to mitigate noise impacts for sensitive land uses.

E. Maximum Vibrations. Any proposed wind turbine generator shall not produce vibrations humanly perceptible beyond the property on which it is located.

F. Transmission Lines. Any on-site electrical transmission lines connecting the wind turbine generator to the public utility electricity distribution system shall be located underground.

G. Ice Shedding. Wind turbine generator owners shall ensure that ice from the rotor blades does not impact any off-site properties.

H. Interference with Reception. Any wind turbine generators shall be constructed and operated so that they do not interfere with television, microwave, navigational, or radio reception to neighboring areas.

I. State and Federal Requirements. Any proposed wind turbine generator or anemometer tower shall meet or exceed any standards and regulations of the FAA, the Iowa Utilities Board, National Electric Code, and any other agency of the State or Federal government, with the authority to regulate wind turbine generators or other tall structures in effect at the time the conditional use permit is approved.

J. Aesthetics and Lighting. Any proposed wind turbine generator or anemometer tower shall meet the following requirements:

(1) Each wind turbine generator or anemometer tower, including all accessory structures, shall be galvanized or painted a non-reflective neutral color to reduce visual obtrusiveness.

(2) Each wind turbine generator tower may be monopole, monotube, or lattice style construction and shall not include guy wires. This provision shall not apply to anemometer towers.

K. Signs. A sign no more than four (4) square feet in area displaying the location of any shut off switch, an address, telephone number for emergency or information inquiries shall be posted at the wind turbine generator tower or anemometer tower erected prior to a wind turbine generator. No wind turbine generator tower or anemometer tower or site shall include an advertising sign other than the wind turbine and related equipment manufacturers.

L. **Unauthorized Access.** Wind turbine generators and anemometer shall be designed to prevent unauthorized access. The tower shall be designed and installed to not provide step bolts or a ladder readily accessible to the public for a minimum height of ten (10) feet above the ground.

M. **Essential Services.** Wind turbine generators and anemometers shall be regulated and permitted pursuant to this section of the zoning ordinance and shall not be regulated or permitted as essential services, public utilities, or private utilities.

N. **Removal of Abandoned or Unsafe Wind Turbine Generators or Anemometer Towers.**

(1) Any wind turbine generator or anemometer that is not operated for a period of 12 months shall be considered abandoned.

(2) A tower found to be unsafe or not in compliance with the special land use conditions related to noise or shadow flicker placed upon it by the Creston City Council, shall be found to be in violation of the conditional use permit.

(3) The owner of any wind turbine generator tower or anemometer tower that is abandoned or in violation of the conditional use permit shall remove the same within 90 days of receipt of notice from the City of Creston for such abandonment or violation.

(4) Failure to remove an abandoned wind turbine generator or anemometer tower within the 90-day period provided in this subsection shall be grounds for the City of Creston to remove the wind turbine generator or anemometer tower at the owner's expense. The City shall mail a statement of the total cost to the person failing to abide by the notice to remove and if the amount shown has not been paid within one (1) month, the cost shall be certified to the Union County Auditor and it shall then be collected with, and in the same manner as, general property taxes.

O. **Engineer Certification.** Applications for any wind turbine generator shall be accompanied by standard drawings of the wind turbine structure, including the tower, base, and footings. An engineering analysis of all components of the wind turbine generator showing compliance with the applicable regulations and certified by a licensed professional engineer shall also be submitted.

P. **Insurance.** The owner/operator of a wind turbine must demonstrate adequate liability insurance with a minimum of \$100,000.00 (One hundred thousand dollars) minimum coverage.

**SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 3. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 4. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the \_\_\_\_ day of \_\_\_\_\_, 2010, and approved this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
WARREN WOODS  
Mayor, City of Creston

ATTEST:

\_\_\_\_\_  
LISA WILLIAMSON  
Clerk, City of Creston

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. 11-128 on the \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
LISA WILLIAMSON  
Clerk, City of Creston

copy

AIRPORT COMMISSION MEETING

PLACE: CARSTON MEALSITE 1 RESTORED DEPOT

DATE: AUGUST 9, 2010

TIME: 6:00 P.M.

The Airport Commission meeting of AUGUST 9, 2010.

was called to order by KEVIN GLICK at 6:00 p.m.

Other commission members present were OSMUN, LOWE

STRIDER

The following were also in attendance: LARRY WEST

ROGER LANNING

LOWE moved seconded by OSMUN

to approve the agenda. All voted aye. Motion declared carried.

OSMUN moved seconded by LOWE

to approve the minutes of JULY 12, 2010. All voted aye. Motion declared carried.

LOWE moved seconded by OSMUN

to review and approve claims for period ending, JULY 31, 2010,

AUGUST 4, 2010. All voted aye.

Motion declared carried.

ITEM NO. 5 - THERE WAS NO PUBLIC

FORNOS

Item No 6. BALLOON DAYS DISCUSSION

ROGER LANNING MET WITH AIRPORT

BOARD AS FAR AS BALLOON DAYS ACTIVITIES.

IT WAS AGREED THAT ALL USUAL

COURTESIES WOULD BE GIVEN.

NOTHING FURTHER.

Item No 7 ON DISCUSSION OF FIREFIGHTERS

COMPETITION AT THE AIRPORT DURING

THE BALLOON DAYS ACTIVITIES

IT WAS AGREED ON BY AIRPORT BOARD.

LOWE MADE THE MOTION AND SECOND

BY OSMUN IN FAVOR. ALL VOTED

AYE MOTION CARRIED.

Item No 8. DISCUSSION ON THE

UPGRADING OF THE AWO'S SYSTEM

\_\_\_\_\_ moved seconded by \_\_\_\_\_

to adjourn the meeting. All voted aye. Motion declared carried. Meeting adjourned at

\_\_\_\_\_ P.M.

Attest:

\_\_\_\_\_  
Duane Osmun, Secretary

\_\_\_\_\_  
Kevin Glick, Chairman

THROUGH THE CIP FEDERAL GRANT  
THE FEDERAL GRANT WILL PAY 95%  
OF THE UPGRADE AND IOWA DOT  
AVIATION WILL PICK UP THE REMAINING  
5% OF THE COST. STRIDER MADE  
A MOTION IN FAVOR AND LOWE  
SECOND. ALL VOTED AYE. MOTION  
CARRIED. SEE ATTACHED LETTER.

ITEM NO 9 OTHER ITEMS CHUCK HOYT,  
KEVIN GUCK, BILL GRABBE, WARREN  
WOODS & MIKE TAYLOR MET WITH  
UNION COUNTY BOARD OF SUPERVISORS  
ON DISCUSSION OF CLOSING OF  
THE ROAD NORTH OF CRESTON  
AIRPORT RUNWAY.

\_\_\_\_\_ moved seconded by \_\_\_\_\_

to adjourn the meeting. All voted aye. Motion declared carried. Meeting adjourned at

\_\_\_\_\_ P.M.

Attest:

\_\_\_\_\_  
Duane Osmun, Secretary

\_\_\_\_\_  
Kevin Glick, Chairman

A RESOLUTION IS NEEDED FROM THE  
UNION COUNTY BOARD OF SUPERVISORS  
THE FAA NEED A LETTER TO INDICATE  
EITHER CLOSING OF THE ROAD OR  
RELOCATING THE ROAD.

THERE IS A FUTURE MEETING ON  
THIS MATTER AT A LATER DATE  
NOTHING FURTHER AT THIS TIME.

LOWE moved seconded by OSMUN

to adjourn the meeting. All voted aye. Motion declared carried. Meeting adjourned at

6:45 P.M.

Attest:

Duane M Osmun  
Duane Osmun, Secretary

Kevin Glick  
Kevin Glick, Chairman

leaf

AIRPORT COMMISSION MEETING

PLACE: CRESTON MEALSITE / RESTORED DEPOT

DATE: JULY 12, 2010

TIME: 6:00 P.M.

The Airport Commission meeting of JULY 12, 2010.

was called to order by KEVIN GLICK at 6:00 p.m.

Other commission members present were OSMUN HOYT

The following were also in attendance: WEST, BILL GRABE

ROB GARBER LISA QUAM, DENNY QUAM

WURSTER LESLIE.

OSMUN moved seconded by HOYT

to approve the **agenda**. All voted aye. Motion declared carried.

OSMUN moved seconded by GLICK

to approve the **minutes** of JUNE 14, 2010. All voted aye. Motion declared carried.

HOYT moved seconded by OSMUN

to review and approve **claims** for period ending, JUNE 16, 2010,

JULY 7, 2010. All voted aye.

Motion declared carried.

THERE WAS NO PUBLIC FORUM.

Item No 6 - AS THE COMPLETION DATE  
ON THE AIRPORT LAYOUT PLAN SEVERAL  
ITEMS NEED TO BE ADDRESSED.

① DOCUMENTATION NEEDS TO BE PRESENTED  
SHOWING 500 ANNUAL OPERATIONS  
FOR A 5500 FOOT RUNWAY, WHICH  
IS OUR ULTIMATE GOAL

② LETTER FROM UNION COUNTY BOARD  
OF SUPERVISORS SUPPORTING THE  
CLOSING OF 190TH ST. ON NORTH  
END OF RUNWAY IE: NEED TO GET  
ON THE AGENDA FOR UNION COUNTY  
BOARD OF SUPERVISORS.

Item No 7 DISCUSSION ON A  
FIREFIGHTERS COMPETITION AT AIRPORT

\_\_\_\_\_ moved seconded by \_\_\_\_\_

to adjourn the meeting. All voted aye. Motion declared carried. Meeting adjourned at

\_\_\_\_\_ P.M.

Attest:

\_\_\_\_\_  
Duane Osmun, Secretary

\_\_\_\_\_  
Kevin Glick, Chairman

DURING BALLOON DAYS WEEKEND  
IT WAS DECIDED TO TABLE ANY  
FURTHER DISCUSSION UNTIL AUGUST  
MEETING.

ITEM NO 8 OTHER ITEM. SOME  
DISCUSSION ON SUCCESS OF AIRPORT  
FLY-IN. "WENT WELL"

HOYT moved seconded by GLICK

to adjourn the meeting. All voted aye. Motion declared carried. Meeting adjourned at  
6:55 P.M.

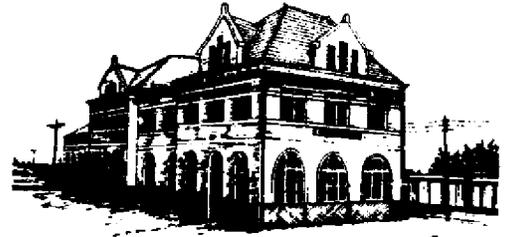
Attest:

Duane Mc Osun  
Duane Osmun, Secretary

Kevin Glick  
Kevin Glick, Chairman

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*

**PARK & RECREATION BOARD**

**MEETING MINUTES**

**MONDAY, SEPTEMBER 13, 2010**

**The Park and Recreation Board met at 9:00 a.m. by teleconference to approve the payment of \$62,607.85 to Betts and Beer Construction for the work associated with the McKinley Park Restroom.**

**Motion - Kawa  
Second - Brown  
All voted aye. Motion carried.**

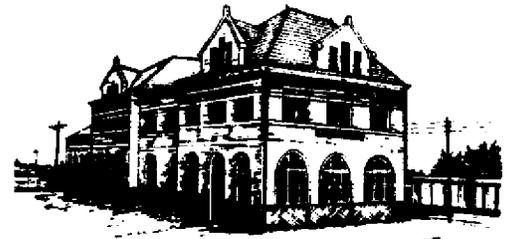
**The meeting adjourned at 9:05 a.m.**

\_\_\_\_\_  
**John Kawa, Chairman**

\_\_\_\_\_  
**Jane Brown, Secretary**

City of  
**CRESTON, IOWA**

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*Creston's Restored Depot and City Hall*

**PARK & RECREATION BOARD**

**MEETING MINUTES**

**TUESDAY, AUGUST 24, 2010**

**The Park and Recreation Board met in regular session. Attending were:**

<b>John Kawa</b>	<b>Mark Huff</b>	<b>Rich Paulsen</b>
<b>Jane Brown</b>	<b>Jamie Beggs</b>	<b>Birdie Sandeman</b>
<b>Gary Borcharding</b>	<b>Don Mosman</b>	<b>Jim Street</b>

**The Board approved the minutes of the August 17, 2010 meeting.**

**Motion - Kawa**  
**Second - Brown**  
**All voted aye. Motion carried.**

**The Board finalized plans for the Golf Tournament.**

**The meeting adjourned at 6:00 p.m.**

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**John Kawa, Chairman**

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**Jane Brown, Secretary**