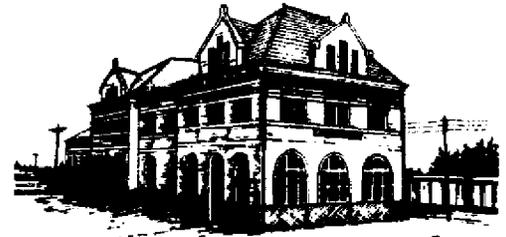


City of
CRESTON, IOWA

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

Regular Meeting Agenda
City Hall/Restored Depot
Council Chambers
November 2, 2010
6:00 p.m.
Last updated: 10/29/2010 1:27 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:** October 19, 2010 – Regular Meeting
 - b. **Claims and Fund Transfers:**
 - i. Total Claims - \$379,941.05
 - ii. Transfers - \$23,655.50
 - c. **Licenses/Permits:**
 - i. Liquor – Fareway (refund)
 - ii. Parade – Annual Christmas Parade
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. Discussion on 603 S Walnut
 2. Resolution to take action on 603 S Walnut
 3. Resolution to set a Public Hearing on Tuesday, November 16, 2010 at 6 pm to sell City-owned property located at 801 W. Jefferson (as part of NSP) to Habitat for Humanity for \$1
 4. Resolution to approve NSP Drawdown #3 of \$29,250.00 for rehabilitation of 505 N. Elm Street
 5. Resolution to approve recommendation from Creston Park & Rec Board to approve Engineering Service Contract with Snyder & Associates for McKinley Lake Improvement Project

6. Resolution to move a handicap parking space from in front of 213 North Pine to in front of SIRHA, 219 North Pine
7. Resolution to approve Payment Estimate #4 of \$106,189.49 to Wick's Construction for work completed on Cottonwood Street Reconstruction Project
8. Resolution to approve HydroKlean's proposals for lateral inspection services (\$425 each) and lateral launch inspection services (\$215 each) – I & I Project
9. Resolution to accept STEP Grant of \$4,500 received by the Police Department to be used for in-car video camera
10. Resolution to approve Payment Estimate #1 of \$7,088.90 to O'Halloran International for Snow Removal Equipment Acquisition for Creston Municipal Airport
11. Resolution to approve Change Order No. 2 for work on the 2009 CDBG East Side Sanitary Sewer Replacement Project, extends the completion date from December 4, 2009 to November 2, 2010
12. Resolution to approve Payment Estimate No. 9 (Final) of \$61,100.88 to Havens Construction for work on 2009 East Side Sanitary Sewer Replacement Project
13. Resolution to approve Certificate of Completion for the 2009 CDBG East Side Sanitary Sewer Replacement Project
14. Resolution to special assess nuisance abatement charges due to non-payment
15. Motion to approve request from Winterstien Construction to close 3 parking spaces on Maple Street adjacent to 200 West Adams Street for approximately one month
16. Take action (motion) on request/petition to install stop signs on South Poplar Street
17. Motion to approve temporary street closings and fire works display for the Annual Christmas Parade on Thursday, December 2, 2010
18. Motion to approve temporary street closing of parking spaces located in front of Iowa State Savings Bank for the Annual Christmas Parade on Thursday, December 2, 2010

8. Other

9. Adjournment

REGULAR MEETING OF THE CRESTON CITY COUNCIL OCTOBER 19, 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, Wagner and Koets.

Shelton moved seconded by Wilson to approve the agenda by deleting resolutions to authorize the Mayor to sign documentation to start the abatement process for the Iowana Hotel and sending notification to authorize environmental work to be done on the Iowana Hotel. All voted aye. Motion declared carried.

Wilson moved seconded by Shelton to approve the consent agenda, which included approval of minutes of October 5, 2010 regular meeting, October 12, 2010 special meeting and claims of \$195,023.84. All voted aye. Motion declared carried.

During Public Forum, Kevin Downey told Council the new street lights look really good and it's a lot brighter.

Appointment with Fawn Miller regarding her property located at 603 S. Walnut. She is asking Council to give her until August 2011 to get her house torn down, or at least until April 2011. Because Fire Chief Todd Jackson was not able to attend tonight's meeting, this will be placed on the agenda for the next regularly scheduled Council Meeting, Tuesday, November 2, 2010, for Council's decision.

Wagner moved seconded by Wilson to establish Third and Final Reading of Ordinance No. 11-128 – An ordinance amending provisions pertaining to Zoning Code – General Regulations, by adding Section 12, Chapter 168 – Wind Turbines. Koets, White, Winborn, Shelton, Wilson and Wagner voted aye. Wynn voted nay. Motion declared carried.

Mayor Woods announced that now is the time to hold a Public Hearing on the matter of the sale of the Iowana Hotel, located at 203 West Montgomery Street. He asked if anyone wished to speak in favor of the sale; no one did. He asked if there was any written correspondence in favor of the sale; there was none. He asked if anyone wished to speak against the sale; no one did. He asked if there was any written correspondence against the sale; there was none. Mayor Woods then called the Public Hearing to a close.

A resolution was offered by Wilson seconded by Shelton to approve the sale of the Iowana Hotel to Hotel Iowana Limited Partnership and authorize the Mayor and Clerk to execute the proper documentation. Wagner, Koets, Wynn, White, Winborn, Shelton and Wilson voted aye. Resolution declared passed.

Mayor Woods announced that now is the time to hold a Public Hearing on the matter of selling City-owned surplus properties located at 308-310 North Division Street, 602 West Mills Street and 311 North Poplar Street. He asked if anyone wished to speak in favor of selling the City-owned surplus properties; no one did. He asked if there was any written correspondence in favor of selling the City-owned surplus properties; there was none. He asked if anyone wished to speak against selling the City-owned surplus properties; no one

did. He asked if there was any written correspondence against selling the City-owned surplus properties; there was none. Mayor Woods then called the Public Hearing to a close.

A resolution was offered by Wagner seconded by Wilson to approve advertising in the *Creston News Advertiser* to sell City-owned surplus properties located at 308-310 North Division Street, 602 West Mills Street and 311 North Poplar Street by sealed bid process, with the right to refuse any and all bids, a \$100 deposit shall be received with each sealed bid, and the buyer will pay all recording and legal fees and authorize the Mayor and Clerk to execute the proper documentation. Wynn, White, Winborn, Shelton, Wilson, Wagner and Koets voted aye. Resolution declared passed.

Mayor Woods announced that now is the time to hold a Public Hearing on the matter of selling City-owned surplus properties in conjunction with the Neighborhood Stabilization Project, located at 605 West Adams Street, 622 North Birch Street and 503 West Irving Street. He asked if anyone wished to speak in favor of selling the City-owned surplus properties in conjunction with the Neighborhood Stabilization Project; no one did. He asked if there was any written correspondence in favor of selling the City-owned surplus properties in conjunction with the Neighborhood Stabilization Project; there was none. He asked if anyone wished to speak against selling the City-owned surplus properties in conjunction with the Neighborhood Stabilization Project; no one did. He asked if there was any written correspondence against selling the City-owned surplus properties in conjunction with the Neighborhood Stabilization Project; there was none. Mayor Woods then called the Public Hearing to a close.

A resolution was offered by White seconded by Koets to approve advertising in the *Creston News Advertiser* to sell City-owned surplus properties in conjunction with the Neighborhood Stabilization Project, located at 605 West Adams Street, 622 North Birch Street and 503 West Irving Street to low-to-moderate income buyer, with priority exception to adjacent landowners for 605 West Adams Street property and authorize the Mayor and Clerk to execute the proper documentation. White, Winborn, Shelton, Wagner, Koets and Wynn voted aye. Wilson voted nay. Resolution declared passed.

Mayor Woods announced that now was the time for a Public Hearing on the matter of application of a Community Development Block Grant for the Creston Municipal Utilities to install a new water main west on Adams Street and north on Cottonwood. He asked if anyone wished to speak in favor of the application; Michael Helgerson, SICO Representative, spoke on behalf of the project. He asked if there was any written correspondence in favor of the application; there was none. He asked if anyone wished to speak against the application; no one did. He asked if there was any written correspondence against the application; there was none. Mayor Woods then called the Public Hearing to a close.

A resolution was offered by Wagner seconded by Wilson to authorize the Mayor to sign the CDBG application for the Creston Municipal Utilities to install a new water main west on Adams Street and north on Cottonwood and authorize the Mayor and Clerk to execute the proper documentation. Winborn, Shelton, Wilson, Wagner, Koets, Wynn and White voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Shelton to authorize the Mayor to sign the Final CDBG Drawdown of \$71,361 for the 2009 East Side Sewer Project and authorize the Mayor and Clerk to execute the proper documentation. Wagner, Koets, Wynn, White, Winborn, Shelton and Wilson voted aye. Resolution declared passed.

A resolution was offered by Wagner seconded by Wilson to terminate contract with SWI Construction to rehabilitate 407 S. Vine Street as part of the Neighborhood Stabilization Project and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wynn, White, Winborn, Shelton, Wilson and Wagner voted aye. Resolution declared passed.

A resolution was offered by Shelton seconded by White to award contract to rehabilitate 407 S. Vine Street to Fredrickson Construction as part of the Neighborhood Stabilization Project and authorize the Mayor and Clerk to execute the proper documentation. Wilson, Wagner, Koets, Wynn White, Winborn and Shelton voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Shelton to correct Resolution No. 66-11, Fourth Amendment to Parking Agreement between Hotel Iowana and the City of Creston, should read *to replace December 31, 2011 with "June 30, 2012 provided that construction is at least 50% complete as of December 31, 2011"* in Paragraph 8 of the Parking Agreement and authorize the Mayor and Clerk to execute the proper documentation. Wynn, White, Winborn, Shelton, Wilson, Wagner and Koets voted aye. Resolution declared passed.

A resolution was offered by 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. White, Winborn, Shelton, Wilson, Wagner, Koets and Wynn voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by White to approve amendment to the contract for auditing and consulting services and authorize the Mayor and Clerk to execute the proper documentation. Winborn, Shelton, Wilson, Wagner, Koets, Wynn and White voted aye. Resolution declared passed.

Wagner moved seconded by Wilson to approve a temporary street closing request by C.A.R.E. for Bright Eyes in the Park, Saturday, October 30th from 4 pm – 8 pm, on McKinley Street from the north side of Stone Street Extension to the south side of Kirby Street. All voted aye. Motion declared carried.

Under Other Items, Councilperson Koets reported on behalf of the committee assigned to review the proposed ordinance for moving of garbage totes once they have been emptied. It was decided it is not necessary to implement an ordinance to move the totes once they are emptied. Because study has been completed, Mayor Woods declared the committee called to a close.

Mike Taylor gave more explanation on the street closings that will occur during renovation of the Iowana Hotel.

Wagner moved seconded by White to adjourn the meeting. All voted aye. Motion declared carried. Council adjourned at 6:35 P.M.

Mayor

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	AMERICAN ADMINISTRATORS (PREMIUMS)	GRP 93001 PREMIUM-NOV'10	2,320.00
			TOTAL:	2,320.00
PEACE PROTECTION	GENERAL FUND	ED ROEHR SAFETY PRODUCTS	TASER DATAPORT INTERFACE	171.16
		IOWA TELECOM/WINDSTREAM	TELEPHONE	55.70
		IOWA PEACE OFFICERS ASSOCIATION	YEARLY DUES	30.00
		NAPA	BATTERY (ADJUSTMENT)	53.38
			TOTAL:	310.24
FIRE PROTECTION	GENERAL FUND	CARPENTER UNIFORM CO &	DRESS SHIRT	64.42
		IOWA TELECOM/WINDSTREAM	TELEPHONE	231.36
		NAPA	STARTER	455.39
		WAL-MART COMMUNITY	GARDEN HOSE-NOZZLE	57.91
			SHREDDER	64.88
			TOTAL:	873.96
BUILDING & HSNG SAFETY	GENERAL FUND	IOWA TELECOM/WINDSTREAM	TELEPHONE	47.94
			TOTAL:	47.94
ANIMAL CONTROL	GENERAL FUND	WAL-MART COMMUNITY	PUPPY FOOD	13.34
			TOTAL:	13.34
STREET LIGHTING	GENERAL FUND	ECHO GROUP INC	6-PLUG INS	27.99
			1 ROLL WIRE	129.00
			ELECTRICAL SUPPLIES	87.02
			ELECTRICAL SUPPLIES	18.18
		NAPA	3-ROLLS BLACK TAPE	3.87
			TOTAL:	266.06
AIRPORT	GENERAL FUND	IOWA TELECOM/WINDSTREAM	TELEPHONE	104.64
		O'HALLORAN INTERNATIONAL INC	SNOW REMOVAL EQUIPMENT	7,088.90
		OLSEN FUEL SUPPLY INC	1879 GAL JET A @ 2.86	5,373.94
		SIRWA	WATER-AIRPORT	31.50
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17
			TOTAL:	13,953.15
LIBRARY SERVICES	GENERAL FUND	CHS PUBLICATIONS	THE CREST	150.00
		COMMERCIAL ROOF COATINGS, LLC	ROOF REPAIRS	8,710.00
		DEMCO	SUPPLIES	68.74
			SUPPLIES	166.10
		GALE CENGAGE LEARNING	BOOKS	421.49
		IOWA TELECOM/WINDSTREAM	TELEPHONE	218.90
		LABELS, LEADVILLE & LORE	BOOK	25.00
		KONE INC (MOLINE)	ELEVATOR MAINT	175.59
		OFFICE MACHINES	PNEUMATIC TASK CHAIR	117.49
		PETTY CASH - LIBRARY	#1195-BOOK	3.18
			#1196-BOOK	19.59
			#1197-POSTAGE DUE	0.44
		WAL-MART COMMUNITY	FLAG-TISSUES-BINDERS-	181.80
			INTERNET CORD-PLSTIC TUB	17.44
			TOTAL:	9,837.96
	GENERAL FUND	AD-VANCE CHEMICAL CO LTD	PAILS GRND STERILANT	395.80
		CRESTON CITY WATER WORKS	WATER-HIST COMPLEX	7.12
		FARM & HOME SUPPLY INC	DUCT TAPE-WHEELS-MISC	74.65
		ZEE MEDICAL INC	MEDICAL SUPPLIES	51.65

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		IOWA TELECOM/WINDSTREAM	TELEPHONE	53.41
		ALLIANT ENERGY-INT PWR&LGHT	MCKINLEY PARK/VFW FLAGS	94.80
		CHAD WILKER	4-TIRES MOUNTED	48.00
		NAPA	DISC PADS-OIL SEALS	119.35
		STROSAHL'S CONSULTING SERVICE, INC.	SAFETY TRAINING VIDEO	112.50
		TRUE VALUE HARDWARE & RENTAL	2 WHEEL CART	57.99
			TOTAL:	1,015.27
RECREATION	GENERAL FUND	AD-VANCE CHEMICAL CO LTD	PAILS GROUND STERILANT	573.91
		CRESTON CITY WATER WORKS	WATER-SEARS COMPLEX	7.83
		IOWA TELECOM/WINDSTREAM	TELEPHONE	47.94
		ALLIANT ENERGY-INT PWR&LGHT	600 MCKINLEY PARK SEC LIGH	12.19
			TOTAL:	641.87
CEMETERY	GENERAL FUND	BARKER IMPLEMENT & MOTOR CO INC	SPACER-SHAFT-BOLT-NUT	187.39
			SCRAPER BLADE-BOLT, NUTS	111.99
			SNOW BLOWER PARTS	37.31
		IOWA TELECOM/WINDSTREAM	TELEPHONE	55.70
		STROSAHL'S CONSULTING SERVICE, INC.	SAFETY TRAINING VIDEO	112.50
		SIRWA	WATER-CEMETERY	31.50
			TOTAL:	536.39
SWIMMING POOL	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-POOL	178.72
		IOWA TELECOM/WINDSTREAM	TELEPHONE	5.99
			TOTAL:	184.71
FINANCIAL ADMINISTRATRN	GENERAL FUND	WILLIAMSON, LISA	MILEAGE REIMBURSEMENT	74.00
		ASSISTED LIVING OF CRESTON	ECONOMIC DEVELOPMENT GRANT	23,655.50
		COEN, KIM	MILEAGE REIMBURSEMENT	74.00
		CRYSTALTECH	3 MONTH SVC CITY WEBSITE	50.85
		IOWA TELECOM/WINDSTREAM	TELEPHONE	251.95
		GRUHN LAW FIRM, THE	PROF SVCS-SEPT'10	88.61
		H&H COMMERCIAL SERVICES	DEMOLISH HOUSE- 801 JEFF	11,500.00
		HOLIDAY INN DES MOINES AIRPORT	2-NIGHT STAY-IMFOA CONF	174.72
		ALLIANT ENERGY-INT PWR&LGHT	NSP-505 N ELM ST	38.17
		IOWA LEAGUE OF CITIES	CD VERSION CLERK HND BOOK	20.00
		WAYNE MANUFACTURING CO LC	112-REPLACEMENT BOWS-20"	952.00
			TOTAL:	36,879.80
LEGAL SERVICES	GENERAL FUND	AHLERS/COONEY/DORWEILER/HAYNIE/ KENYON & NIELSEN PC-ATTYS AT LAW	PROF SVCS THRU OCT'10	214.88
			PROF SVCS-OCT'10	125.00
			TOTAL:	339.88
INSURANCE (GENERAL)	GENERAL FUND	EMC INSURANCE COMPANIES	WORKERS COMP-VIERS	187.62
		TYLER INSURANCE SERVICES INC	NSP PROPERTIE-SCHOOL	1,859.00
			TOTAL:	2,046.62
NON-DEPARTMENTAL	ROAD USE TAX	AMERICAN ADMINISTRATORS (PREMIUMS)	GRP 93001 PREMIUM-NOV'10	680.00
			TOTAL:	680.00
ROAD MAINTENANCE	ROAD USE TAX	AMERICAN CONCRETE PRODUCTS INC	18.5 YDS M-4 NO ASH	2,329.25
		ARAMARK (LAUNDRY ACCTS)	LAUNDRY SERVICE	34.27
		NORSOLV SYSTEMS ENVIRONMENTAL SERVICES	SERVICE CLEANING UNIT	103.45
		CRESTON AUTO PARTS INC	OIL DRY-SOLVENT	33.62
		CRESTON CITY WATER WORKS	WATER-BARN	7.12
			WATER-SHOP	33.02

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		IOWA TELECOM/WINDSTREAM	TELEPHONE	177.35
		GRIMES ASPHALT & PAVING CORP	7.61 TON COLD PATCH	897.98
		HAWKEYE TRUCK EQUIPMENT	CRANK SHAFT-"00"	170.00
		STIVERS FORD	1-SMOG PUMP	384.85
		NAPA	3-AIR FILTERS	78.58
			AIR/OIL FILTERS-OIL	384.05
			RATCHET-SCREWDRIVERS	73.37
			ANTIFREEZE	48.57
			LABOR ON DRIVE SHAFT	34.50
			BULK OIL	945.66
			V BELT	16.39
		O'HALLORAN INTERNATIONAL INC	TRUCK #32-DIAGNOSTICS	254.80
			ELECTRONIC PEDAL-#48	315.79
		PRAIRIE SOLID WASTE AGENCY	.07 TON SOLID WASTE	10.00
		SCHILDBERG CONSTRUCTION COMPANY INC	49.21 TON CLASS D ROCK	521.62
			14.65 TON CLASS E RIP RAP	366.25
			7.69 TON CLASS E RIP RAP	192.25
			45.42 TON CLASS D ROCK	481.45
			6.43 TON CLASS D ROCK	81.66
			60.53 TON CLASS D ROCK	673.68
		STROSAHL'S CONSULTING SERVICE, INC.	SAFETY TRAINING VIDEO	112.50
		TRANS IOWA EQUIPMENT	MAIN BROOM-SHOES	661.39
		WICKS CONSTRUCTION INC	PAYMENT ESTIMATE #4	106,189.49
			TOTAL:	115,612.91
ADMIN-STREETS(ENGINR)	ROAD USE TAX	IOWA TELECOM/WINDSTREAM	TELEPHONE	47.94
			TOTAL:	47.94
	FUNDING INSURANCE PAYROLL TAX BENEFIT	AMERICAN ADMINISTRATORS (PREMIUMS)	GRP 93001 PREMIUM-NOV'10	16,584.84
			TOTAL:	16,584.84
POLICE FORFEITURE	POLICE FORFEITURE	SAL MINEROFF ELECTRONICS, INC.	TRANSMITTER/RECEIVER	668.00
			TOTAL:	668.00
MC KINLEY PARK RENOVAT	RESTRICTED GIFTS-M	AKIN BUILDING CENTER	QUIKCRETE	189.84
			DUPLEX NAILS	16.48
			CONCRETE & CEMENT	27.83
			TOTAL:	234.15
LIBRARY(RESTRICTED GIF	RESTRICTED GIFTS-L	INGRAM	ISSB BOOKS	15.50
			CONOVER DONATION BOOKS	1,152.17
			ISSB BOOKS	70.60
			CONOVER DONATION BOOKS	36.68
			ISSB BOOKS	4.02
			CONOVER DONATION BOOKS	24.49
			ISSB BOOKS	32.16
			ISSB BOOKS	38.82
			ISSB BOOKS	23.57
		LANDMARK AUDIOBOOKS	BOOKS ON CD	76.50
			BOOKS ON CD	33.30
		OLYMPIA BOOK COMPANY, INC	BOOKS-CONOVER	346.64
		PETTY CASH - LIBRARY	#1198-SUPPLIES	14.27
		PROFESSIONAL COMPUTER SOLUTIONS	COMPUTER WORK	62.50
			COMPUTER WORK	37.50
			COMPUTER WORK	37.50
		SWILSA	PROQUEST DATABASES	310.55

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	2,316.77
ROOM-HSEMD	SAFE ROOM-HSEMD	MUNICIPAL SUPPLY INC	FITTINGS FOR SAFE ROOM	158.85
			TOTAL:	158.85
CAPITAL PROJECTS	CAPITAL PROJECTS F BUDGET LIGHTING		STREET/TRAFFIC LIGHTS	24,564.40
			TOTAL:	24,564.40
NON-DEPARTMENTAL	SEWER OPERATING FU AMERICAN ADMINISTRATORS (PREMIUMS)		GRP 93001 PREMIUM-NOV'10	360.00
			TOTAL:	360.00
SANITARY SEWER/WASTWTR	SEWER OPERATING FU BIERLE, JEFF		REPLACE SEWER PIPE	2,250.00
	BRADSHAW, FOWLER, PROCTOR & FAIRGRAVE,		REPRESENTATION	1,000.00
	CRESTON CITY WATER WORKS		WATER-WWTP	222.56
			1/2 ONE CALLS-SEPT'10	41.40
	CRESTON AUTOMOTIVE		2011 F250 4X4 PICKUP	21,179.50
	IOWA TELECOM/WINDSTREAM		TELEPHONE	457.28
	HAVENS CONSTRUCTION COMPANY, INC.		FINAL PMT-EAST SIDE SWR PR	61,100.88
	ECHO GROUP INC		2-HEAT LIGHTS	1,730.30
	MELLEN & ASSOCIATES INC		RPLC STARTER IN ACTUATOR	875.00
	PETTY CASH - SANITATION		#497291-POSTAGE	2.44
			#497292-SUPPLIES	5.13
			#497293-FIX FLAT	10.00
			#497294-BEARINGS	39.49
			#497295-METRIC HARDWARE	0.70
	QUALITY GLASS COMPANY		REPLACE DOORS-GRIT BLDG	5,711.00
	STROSAHL'S CONSULTING SERVICE, INC.		SAFETY TRAINING VIDEO	112.50
	UPS		POSTAGE	19.28
			POSTAGE	18.88
	USA BLUE BOOK		POLYSEED	142.49
	VEENSTRA & KIMM INC		NE SWR INFILTRATION STUDY	250.00
			TOTAL:	95,168.83
ANIMAL CONTROL	ANIMAL SHELTER *AG CRESTON VET CLINIC PC		VACCINATE TARA'S KITTENS	48.80
			TEST, VACCINATE, SPAY	166.30
			EXAMINE-TREAT PND DOG/CAT	343.80
			EXAM/TREAT POUND CAT	145.10
			VACCINATE/NEURTER CAT	24.75
			EXAM-X RAY-TREAT LAB	132.35
			NEUTER DOG-T LAMB	55.00
			EXAM/TREAT WHITE PND DOG	131.90
			BULK VACC/SYRINGES/FRTLIN	196.71
	DOWNEY, MYCALE		ARL REIMBURSEMENT	101.00
			TOTAL:	1,345.71

DEPARTMENT FUND VENDOR NAME DESCRIPTION

```

----- FUND TOTALS -----
001 GENERAL FUND                      69,267.19
110 ROAD USE TAX                      116,340.85
112 PAYROLL TAX BENEFIT                16,594.84
120 POLICE FORFEITURE                   668.00
166 RESTRICTED GIFTS-MCKNLY P         234.15
167 RESTRICTED GIFTS-LIBRARY           2,316.77
170 SAFE ROOM-HSEMD                    158.85
301 CAPITAL PROJECTS FUND              24,564.40
610 SEWER OPERATING FUND               95,528.83
953 ANIMAL SHELTER *AGENCY FU         1,345.71
-----
                                         GRAND TOTAL:                      327,009.59
-----
    
```

CITY OF CRESTON
MANUAL CHECKS/DEBITS - PERIOD ENDING 11/02/10

NO DEPT ENTERED			
IOWA DEPT OF REVENUE	STATE TAX		9,385.00
ELECTRONIC FEDERAL TAX	TAX DEPOSIT		14,540.67
IPERS	PENSION		14,742.54
TOTAL ADMINISTRATIVE SVC	FLEX		1,116.11
COLLECTION SERVICES			216.46
NO DEPT ENTERED	TOTAL	\$40,000.78	
SELF FUNDING INSURANCE			
AMERICAN ADMINIS - CLAIMS (2)	INV CHECK RUN		12,930.68
SELF FUNDING INSURANCE	TOTAL	\$12,930.68	
	GRAND TOTALS	\$52,931.46	

FUND TRANSFERS FOR PERIOD ENDING:

POSTING DATE

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

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 23,655.50	127 TIF-ASSISTED LIVING	001 GENERAL FUND	127 6910	23,655.50	
			127 1110		23,655.50
	FOR: ECONOMIC DEVELOPMENT GRANT		001 1110	23,655.50	
	VENDOR: ASSISTED LIVING OF CRESTON		001 4830		23,655.50
\$ 23,655.50	TOTAL - TRANSFERS		HASH TOTALS: \$ 47,311.00		\$ 47,311.00

Attach supporting documentation
to the back of this form

STATE OF IOWA

GAX

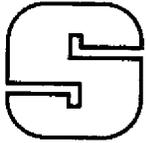
BUDGET FY FY2011		General Accounting Expenditure						DOCUMENT NUMBER 3							
		DATE 10/5/10			ACCTG PERIOD (mm/yy) 09/2010										
VENDOR CODE				AGENCY NAME											
VENDOR NAME AND ADDRESS City of Creston 116 W Adams Street Creston, IA 50801				BILL TO ADDRESS (ORDERING AGENCY) Iowa Department of Economic Development 200 E. Grand Ave. Des Moines, Iowa 50309				SHIP TO ADDRESS							
TERMS		FOB		ORDER APPROVED BY				GOODS RECEIVED/SERVICES PERFORMED							
								DATE INITIALS							
PAID				VENDOR'S INVOICE NUMBER Report Number: 3											
ORDERED	RESERVED	INVOICED	Request for Payment - Federal NSP Contract Number: <u>08-NSP-005</u>						UNIT PRICE	TOTAL PRICE 29,250					
DOCUMENT TOTAL								29,250							
CLAIMANT'S CERTIFICATION						AGENCY CERTIFICATION									
I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID.						I CERTIFY THAT THE ABOVE EXPENSE WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY: CODE OR CHAPTER SECTION(S)									
DATE 11/2/10		TITLE Mayor													
CLAIMANT'S SIGNATURE						AUTHORIZED SIGNATURE									
THE FOLLOWING FIELDS ARE FOR STATE ACCOUNTING USE ONLY															
DOC TYPE (GAX) GAX	DOC NUMBER		DOC DATE		ACCTG PRD	BUDGET FY	ACTION NEW/MOD	PO SHIP INSTR	GAX TYPE	INT IND	INT SELLER FUND	INT SELLER AGCY			
VENDOR CODE		ADDR OVERRIDE	F/A INDICATOR	LEFT IND	TEXT -po's only (Y/N)			TEXT (po's only)							
				Y											
REF DOC TYPE	REF DOC NUMBER		REF DOC LINE	COM LN	VEND INVOICE #		COMMODITY CODE		GS CONTRACT						
LINE	FUND	AGCY	ORG	SUB ORG	ACTY	FUNC	OBJT	SUB OBJT	JOB NUMBER	REP CAT	QUANTITY UNITS	AD	DESCRIPTION	AMOUNT	TD OF
01	0340	269	4520				4125								
02															
03															
04															
05															
06															
07															
DOCUMENT TOTAL															

GAX

WARRANT #

AUDITED BY

PAID DATE



ENGINEERS & PLANNERS

SNYDER & ASSOCIATES

ANKENY, IA
(515) 964-2020

ATLANTIC, IA
(712) 243-6505

CEDAR RAPIDS, IA
(319) 362-9394

COUNCIL BLUFFS, IA
(712) 322-3202

MARYVILLE, MO
(660) 582-8888

ST. JOSEPH, MO
(816) 364-5222

August 18, 2010

Lisa Williamson
City Clerk
City of Creston
116 West Adams Street
Creston, IA 50801

Mike Taylor
City Administrator

RE: PROPOSAL FOR PROFESSIONAL SERVICES
MCKINLEY LAKE WATER QUALITY IMPROVEMENTS

Dear Ms. Williamson:

Snyder & Associates, Inc. is pleased to submit this Proposal for Professional Services for McKinley Lake Water Quality Improvements outlined in your Request for Proposals. We appreciate this opportunity to submit our qualifications and in your review of the enclosed we call your attention a number of key points, which make Snyder & Associates exceptionally qualified to undertake this assignment. These include:

- Familiarity with the City of Creston from past work with the Creston Water Works.
- Tre Wilson, our environmental scientist, has over 30 years of experience with these types of projects that require substantial coordination with the US Army Corps of Engineers.
- Detailed understanding of storm water drainage improvement methodologies including water quality design methods and approaches, such as designing sustainable multi-cell wetlands for optimizing water quality treatment.
- The nominated project team is immediately available for assignment and commitment to the projects.

We look forward to your favorable consideration of our team and would welcome the opportunity to present our qualifications and strong interest in further discussions. In the meantime, if you have any questions or need additional information, please do not hesitate to call.

Respectfully submitted,

SNYDER & ASSOCIATES, INC.

Adam R. Bullerman, P.E.
Project Manager

Mark A. Land, P.E.
Principal In Charge

Enclosures



ENGINEERS & PLANNERS

SNYDER & ASSOCIATES

ANKENY, IA
(515) 964-2020

ATLANTIC, IA
(712) 243-6505

CEDAR RAPIDS, IA
(319) 362-9394

COUNCIL BLUFFS, IA
(712) 322-3202

MARYVILLE, MO
(660) 582-8888

ST. JOSEPH, MO
(816) 364-5222

October 29, 2010

Mike Taylor
City Administrator
City of Creston
116 West Adams Street
Creston, Iowa 50801

RE: ENGINEERING SERVICES AGREEMENT FOR CONCEPTUAL DESIGN OF
WATER QUALITY IMPROVEMENTS UPSTREAM OF MCKINLEY LAKE

Dear Mike:

We are pleased to submit two copies the above referenced agreement for your approval.
Please sign both copies and return one original to us for our records.

We look forward to working with you on this project. Please feel free to contact me with
any questions or concerns.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E.

MAL/ael

ENGINEERING SERVICES AGREEMENT

This agreement made between City of Creston ATTN: Mike Taylor

the CLIENT and SNYDER & ASSOCIATES, INC., Consulting Engineers, The ENGINEER, for services concerning the following PROJECT:

Conceptual Design of Water Quality Improvements Upstream of McKinley Lake

See Attached Exhibit "A" which by this reference is made a part hereof.

SNYDER & ASSOCIATES, INC. agrees to perform the following professional services in connection with the PROJECT;

See Attached Exhibit "A"

The CLIENT hereby agrees to provide the ENGINEER all criteria, design and construction standards, and full information as to the CLIENT'S requirements for the PROJECT. Other terms and conditions of this contract, including time of performance are as follows:

See Attached Exhibit "A"

The CLIENT agrees to compensate the ENGINEER for the engineering services rendered under this agreement on the following basis:

See Attached Exhibit "A"

Progress payments shall be made in proportion to services as rendered and as indicated within this agreement, and shall be due and owing within 10 days of the ENGINEER'S submittal of his monthly statement. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the CLIENT fails to make monthly payments due the ENGINEER, the ENGINEER may after giving seven (7) days written notice to the CLIENT suspend services under this agreement.

THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS LISTED ON THE REVERSE SIDE OF THIS PAGE.

This agreement represents the entire and integrated agreement between the CLIENT and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the CLIENT and the ENGINEER.

FOR CLIENT

City of Creston
CLIENT NAME

DATE



FOR SNYDER & ASSOCIATES, INC.

October 29, 2010
DATE

Mark A. Land

ROUTE EXECUTED COPY TO:

1. In the event that any on-site observation of Contractors' work shall be included as a part of these services, the ENGINEER shall endeavor to guard the CLIENT against apparent defects and deficiencies in the permanent work constructed by the Contractor but does not guarantee or warrant the performance of the Contractor. The ENGINEER is not responsible for the construction means, methods, techniques, sequence or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The ENGINEER is not responsible for the Contractor's failure to execute the work in accordance with the construction contract, nor is the ENGINEER responsible for defects or omissions in work performed as part of any construction contract by the Contractor, or any Subcontractors or any of the Contractor's or Subcontractor's employees, or that of any person or entities responsible for performing such work.
2. All drawings, specifications and other work product of the PROJECT are instruments of service for this PROJECT only and shall remain the property of the ENGINEER whether the PROJECT is completed or not. Reuse of any of the instruments of service of the ENGINEER by the CLIENT on extensions of the PROJECT or on any other PROJECT without the written permission of the ENGINEER shall be at the CLIENT'S risk and the CLIENT agrees to defend and indemnify and hold harmless the ENGINEER from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of the ENGINEER'S instruments of service by the CLIENT or by others acting through the CLIENT. Any reuse or adaptation of the ENGINEER'S instruments of service occurring after the written agreement of the ENGINEER shall entitle the ENGINEER to further compensation in amount to be agreed upon by the CLIENT and the ENGINEER.
3. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the other or the other's employees and agents.
4. The ENGINEER intends to render its services under this agreement in accordance with the generally accepted professional practices for the intended use of the PROJECT, and makes no warranty, either expressed or implied.
5. Any Opinion of the Construction Cost prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the ENGINEER has no control over the cost of labor and material or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the CLIENT.
6. The CLIENT will require any Contractor or Subcontractor performing work in connection with drawings and specifications produced under this agreement to hold harmless, indemnify and defend the CLIENT and the ENGINEER their consultants, and each of their officers, agents and employees from any and all liability claims, losses, or damages arising out of or alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the construction contract documents.
7. Normal and customary engineering and related services do not include services defined as Additional Services. Additional Services shall be performed as requested in writing by the CLIENT and shall be billed to the CLIENT on an hourly basis at hourly fees set forth in the Standard Fee Schedule attached hereto or as set forth in a written Scope of Services defined by the CLIENT and the ENGINEER.
8. The CLIENT agrees to limit the liability of the ENGINEER to the CLIENT and to all construction contractors and subcontractors on the PROJECT due to the ENGINEER'S professional negligent acts, errors or omissions such that the total aggregate liability of the ENGINEER to those named shall not exceed the ENGINEER'S total fee for services on the PROJECT.
9. Any direct expenses in connection with submittal of fees to any and all regulatory agencies required by the PROJECT shall be paid for directly by CLIENT. Any and all soils or other testing and analysis performed by an independent testing laboratory shall be billed directly to the CLIENT for payment.
10. All services performed on an hourly basis shall be performed in accordance with the current fiscal year Snyder & Associates, Inc. Standard Fee Schedule in affect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.
11. If the CLIENT fails to pay the undisputed portion of the ENGINEER'S invoices within 30 days of presentation, the ENGINEER shall cease work on the project and the CLIENT shall waive any claim against the ENGINEER, and shall defend and hold the ENGINEER harmless from any claims for loss resulting from cessation of service. In the event of remobilization, the CLIENT and ENGINEER shall renegotiate appropriate terms and conditions of the AGREEMENT, such as those associated with budget, schedule or scope of service. In the event any bill or portion thereof is disputed by the CLIENT, the CLIENT shall notify the ENGINEER within ten (10) days of receipt of the invoice in question, and the CLIENT and ENGINEER shall work to resolve the matter within sixty (60) days of notification by the CLIENT of the dispute. If resolution is not attained within sixty (60) days, either party may terminate this AGREEMENT, in accordance with the Termination Section of this AGREEMENT.
12. The ENGINEER or CLIENT may, after giving seven (7) days written notice to the other party, terminate this agreement and the ENGINEER shall be paid for services provided to the termination notice date, including reimbursable expenses due, plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination.
13. In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses. It is further agreed that any legal action between the Client and the Engineer arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
14. Neither the CLIENT nor the ENGINEER shall delegate, assign, or otherwise transfer his duties under this agreement without the written consent of the other.
15. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
16. ENGINEER shall not be responsible or liable for compliance with any storm water discharge requirements at the site, if any, other than the preparation of the Notice of Intent for Storm Water Discharge Permit No. 2 applicable to the site and creation of the initial storm water pollution prevent plan (SWPPP) for the site. CLIENT shall be solely responsible for: a) the submittal of the Notice of Intent; b) the implementation, administration and monitoring of the initial plan; c) making modifications to the initial plan as needed; d) filing the Notice of Discontinuance; and, e) compliance with all NPDES and storm water discharge statutes, rules, regulations or ordinances applicable to the site.

EXHIBIT "A"

MCKINLEY LAKE WATER QUALITY IMPROVEMENTS
CONCEPTUAL PLANNING
CITY OF CRESTON, IOWA

CLIENT: CITY OF CRESTON, IOWA
ATTN: MIKE TAYLOR, CITY ADMINISTRATOR
116 WEST ADAMS STREET
CRESTON, IOWA 50801

ENGINEER: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER DRIVE
ANKENY, IOWA 50023

PROJECT: CONCEPTUAL DESIGN OF WATER QUALITY IMPROVEMENTS
UPSTREAM OF MCKINLEY LAKE.

DATE: OCTOBER 29, 2010

SCOPE OF SERVICES:

I. BASIC SERVICES

A. TOPOGRAPHIC SURVEY

To facilitate the conceptual design of the proposed improvements, the Engineer will utilize Statewide LiDAR topographic mapping for delineating watersheds and conceptual grading plans. In addition, the City of Creston has previously completed topographic survey for a portion of the site which will be provided to the Engineer. Field survey will be obtained for channel geometry, culvert data, and water impact elevations for homes immediately adjacent to the park. The Client shall notify and obtain permission from all property owners along the corridor to complete the survey.

B. WETLAND DELINEATION

Snyder & Associates, Inc. will provide a Wetland Delineation for the above referenced project. The Wetland Delineation will be performed to determine the upper boundaries of wetland areas on the project site. Snyder & Associates will review United States Geological Survey topographic maps, National Wetland Inventory maps, Soil Survey of Union County, Iowa, and aerial photographs as part of a preliminary data search. An on-site visit will be performed to gather data pertaining to wetland vegetation, wetland hydrology, and hydric soils. Field work will be conducted in accordance with procedures outlined in the U.S. Army Corps of Engineers 1987 Wetland Delineation Manual. Wetland areas will be surveyed with GPS unit. The Engineer will provide copies of the Wetland Delineation Report summarizing the findings of the preliminary data search and the jurisdictional wetland delineation. Wetland mitigation plans, construction and monitoring are not included in the scope of services.

C. CONCEPTUAL DESIGN SERVICES

1. Data Collection and Inventory

The Engineer will complete field reviews, obtain available, hydraulic reports, soils reports, and previously completed studies.

The Client will provide available base mapping such as municipal utilities, parcel boundaries, and aerial imagery.

2. Hydrologic and Hydraulic Modeling

- (a) Peak discharges for the 2, 5, 10, 50, and 100 year flood events will be calculated for each tributary using TR-55 methodology and hydrographs. Available information from previously completed drainage reports will be utilized for hydrologic calculations.
- (b) The Engineer will review the watershed for potential development and adjust the discharges appropriately.
- (c) A natural hydraulic model will be completed with XP-SWMM for the higher frequency water quality storm events including the 2, 5, and 10 year storm events. A natural hydraulic model will be completed with a water surface profile model approved by FEMA and the Iowa Department of Natural Resources for the lower frequency events including the 50 and 100-year storm events to assess the floodplain impacts. The conceptual design will utilize these models to determine changes in flow, ponding depth, and water quality improvements for existing conditions and up to two other alternative conditions.

- (d) A hydrologic and hydraulic report of the modeling results will be created and include the following items:
 - (i) Drainage area maps and hydrologic calculations.
 - (ii) Water quality benefit in percent improvement.
 - (iii) Hydraulic modeling assumptions and tabulated modeling results.
 - (iv) Drawing depicting modeled options.

- 2. Conceptual Design and Plan – The Engineer shall complete a conceptual design and plan for up to 3 options.
 - (i) Total marsh dredging
 - (ii) Multi-cell treatment within marsh
 - (iii) Pre-treatment above marsh

The Engineer will meet with the Client to discuss the conceptual design. The options will provide for construction to be contained within property owned by the Client. 12 color copies in 11x17 and one 22x34 copy will be transmitted to the Client.

- 4. Initial Coordination with Review Agencies – The Engineer will transmit preliminary concept information to the Corps of Engineers and the Iowa Department of Natural Resources to obtain input on potential wetland and floodplain impacts prior to completion of conceptual design.

- 5. Opinion of Probable Construction Costs - The Engineer shall prepare a statement of the total estimated costs based upon the conceptual design options developed. Statements of probable construction costs prepared by the Engineer represent the 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.

D. PUBLIC INVOLVEMENT

The Engineer will assist with one public meeting to obtain input on the conceptual plan prior to transmittal for grant applications. This includes preparation of visual aids. The Client will provide notification to the public.

E. GRANT APPLICATIONS

The Engineer will assist with providing drawings and cost information for the preparation of grant applications. The Client and SICOG will prepare the grant applications. The Engineer will review and comment on the grant applications.

II. FINAL CONSTRUCTION PLANS AND CONSTRUCTION SERVICES

Final construction plans and construction services are not included in this scope of services but will be added by amendment when the Client approves the project for final design and construction.

III. SCHEDULE

- A. Upon given the notice to proceed, a mutually agreed upon schedule will be determined. The Engineer shall not be responsible for delays in the schedule which are beyond the Engineer's control.

IV. PLANS AND DOCUMENT REVISIONS, MODIFICATIONS, AND CHANGES OF SCOPE

- A. As directed by the Client, requirement for the Engineer to provide plan and document revisions, modifications, and changes of scope.
- B. In the event assistance is requested by the Client, the Engineer will provide services on an hourly basis.
- C. Upon initiation of Additional Services, the Engineer may submit in writing to the Client, a Work Order to be executed by both parties which defines the scope of Additional Services and the corresponding fees for services. Such costs shall be based on the current hourly rates and fixed expenses as outlined in the Engineer's Standard Fee Schedule.

V. ADDITIONAL SERVICES

The following items shall be considered additional services and are not included within the Scope of Work. These items are listed to further assist with clarity of project scope as well as provide a listing of services which Snyder & Associates, Inc. could perform upon request.

1. Submittal and/or permit fees to any and all regulatory agencies.
2. Construction documents and/or technical specifications.
3. Public Improvement documents and plans.
4. Opinions of probable construction costs other than described.
5. Easement and/or legal documents.
6. Site plan drawings.
7. Bidding documents.

8. Building plans and elevations.
9. Wetland research, delineation or mitigation other than described.
10. Structural retaining wall design.
11. Soil borings.
12. Topographic and/or boundary survey other than described.

FEE SUMMARY
MCKINLEY LAKE WATER QUALITY IMPROVEMENTS
CITY OF CRESTON, IOWA
(Hourly with a Maximum)

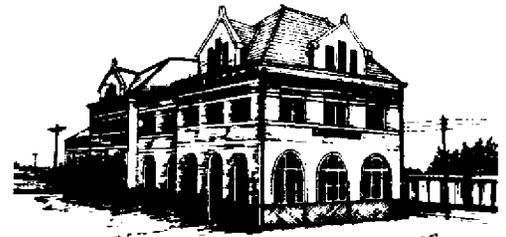
	<u>SUBS</u>	<u>S&A</u>	<u>TOTAL</u>
Basic Services			
Survey			
Topographic Survey	\$ 1,500	\$ -	\$ 1,500
	<u>\$ 1,500</u>	<u>\$ -</u>	<u>\$ 1,500</u>
Environmental Services			
Wetland Delineation	\$ -	\$ 4,000	\$ 4,000
	<u>\$ -</u>	<u>\$ 4,000</u>	<u>\$ 4,000</u>
Conceptual Design			
Conceptual Design/Plan	\$ -	\$ 17,250	\$ 17,250
	<u>\$ -</u>	<u>\$ 17,250</u>	<u>\$ 17,250</u>
Public Involvement			
Public Meeting	\$ -	\$ 2,000	\$ 2,000
	<u>\$ -</u>	<u>\$ 2,000</u>	<u>\$ 2,000</u>
Grant Applications			
Grant Materials & Review	\$ -	\$ 750	\$ 750
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 750</u>
	TOTAL		\$ 25,500

**SNYDER & ASSOCIATES
2010-11
STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate	
Professional		
<i>Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>		
Principal	\$154.00-164.00	/hour
Lead	\$144.00	/hour
Senior	\$134.00	/hour
VIII	\$128.00	/hour
VII	\$122.00	/hour
VI	\$118.00	/hour
V	\$110.00	/hour
IV	\$98.00	/hour
III	\$90.00	/hour
II	\$82.00	/hour
I	\$69.00	/hour
Technical		
<i>Technicians—CADD, Survey, Construction Observation</i>		
Principal	\$102.00	/hour
Lead	\$98.00	/hour
Senior	\$94.00	/hour
VIII	\$88.00	/hour
VII	\$79.00	/hour
VI	\$72.00	/hour
V	\$66.00	/hour
IV	\$59.00	/hour
III	\$50.00	/hour
II	\$42.00	/hour
I	\$36.00	/hour
Administrative		
<i>Clerical, Computer Programming, Financial</i>		
Principal	\$92.00	/hour
Lead	\$86.00	/hour
Senior	\$82.00	/hour
VIII	\$74.00	/hour
VII	\$69.00	/hour
VI	\$64.00	/hour
V	\$54.00	/hour
IV	\$46.00	/hour
III	\$41.00	/hour
II	\$38.00	/hour
I	\$36.00	/hour
Reimbursables		
Mileage	<i>current IRS standard rate</i>	
1-person robotic equipment (<i>in addition to technical rate</i>)	\$25.00	/hour
Plotter Prints, Blueprints	\$0.20	/s.f.
Mylar Prints	\$2.00	/s.f.
Color Plots	\$2.00	/s.f.
Color Plots - Photo	\$5.00	/s.f.
Color Copies	\$0.50	/ea.
Outside Services	<i>As Invoiced</i>	

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

October 28, 2010

TO: Mayor Woods and City Council Members

RE: SIRHA request for handicap parking space

SIRHA at 219 North Pine has requested a van accessible parking area in front of their building.

There at present is a curb drop in front of their building for handicap use but has no handicap parking spot designation. A van accessible handicap spot will require two parking spaces. The spaces that would be used will be the area in front of the ramp and the first space to the north of the ramp.

At present there is a designated handicap parking space 7 spaces to the south of the ramp. This space has no ramp to access the sidewalk adjacent to it.

My suggestion would be to remove the handicap designation from the spot that is south of the SIRHA office and then replace it with a van accessible parking area, requiring the use of two parking spaces, in front of the SIRHA office and the existing ramp.

Please contact me with any questions at 782-2000 ext.1.

Respectfully submitted,

Handwritten signature of Kevin Kruse.

Kevin Kruse
Public Works Director

SIRHA

219 N. Pine Street

Creston, Iowa 50801

641/782-8585

TDD/FAX 641/782-5900

E MAIL - sirha@sirha-ia.org

October 20, 2010

To: Mike Taylor, City Administrator

SIRHA would like to request the city to look into cutting down the tree in front of our building at 219 N. Pine Street due to complications with the sidewalk. The concrete around the tree has settled to such extremes due to the growth of the tree that it is a safety/tripping concern. We would like to discuss what options would be available to fix the obvious problems with the concrete located around the tree.

We would also like to address a concern we have regarding the parking area in front of our building. We are requesting a designated parking space be identified as handicap accessible. There is a ramp for wheelchairs to get up on the sidewalk in one of the parking spaces in front of our building, but it is usually being used by the general public therefore the handicapped clients are unable to use it. The only other places that is accessible for a wheel chair is down the block in front of NAPA or down the block south. In order to help the clients we serve it would be necessary to close one space for loading and designate the other space as handicap accessible.

We would appreciate it if you would take our requests into consideration for safety reasons. We serve several handicapped/disabled clients and these proposed changes would be very helpful to them.

Enclosed is a picture of the current parking in front of SIRHA.

Thank you,



Cathy Seddon
Executive Director

SIRHA

219 N. Pine Street

Creston, IA 50801

641-782-8585 Ext. 21

APPLICATION FOR PAYMENT NO. 4

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: 10/25/10

Table with 2 columns: Description and Amount. Rows include: 1. Original Contract Price: \$ 1,199,218.45; 2. Net Change by Change Orders and Written Amendments (+ or -): \$ 2,100.00; 3. Current Contract Price (1 plus 2): \$ 1,201,318.45; 4. Total Completed and Stored to Date: \$ 757,642.72; 5. Retainage (Per Agreement): 5% of Completed Work: \$ 37,882.14; 0% of Stored Material: Total Retainage: \$ 37,882.14; 6. Total Completed and Stored to Date Less Retainage (4 minus 5): \$ 719,760.58; 7. Less Previous Application for Payments: \$ 613,571.09; 8. DUE THIS APPLICATION (6 MINUS 7): \$ 106,189.49

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 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: 10-26-10 Wicks Construction, Inc. (CONTRACTOR)
By: [Signature]

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 10/25/10 Garden & Associates, Ltd. (ENGINEER)
By: [Signature]

Payment of the above AMOUNT DUE THIS APPLICATION is approved.

Dated: _____ City of Creston, Iowa (JURISDICTION)
By: _____

ATTACHMENT NO. 1 TO PAY REQUEST NO. 4

Application No. 4 Date: 10/2

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 COMPLETED
1	2010-108-C-0 Clearing and Grubbing	xxxxxx	1 Lump Sum	\$4,000.00	1.00	\$4,000.00	100%		
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%		
3	2010-108-G-0 Subgrade Preparation	\$1.45	20,075 SY	\$29,108.75	19472.75	\$28,235.49	97%		
4	2010-108-I-0 Subbase, Modified Subbase (Granular)	\$6.21	20,075 SY	\$124,665.75	19472.75	\$120,925.78	97%		\$
5	2010-108-L-0 Compaction Testing	xxxxxx	1 Lump Sum	\$3,500.00	1.00	\$3,500.00	100%		
6	3010-108-F-0 Trench Compaction Testing	xxxxxx	1 Lump Sum	\$2,500.00	1.00	\$2,500.00	100%		
7	4020-108-A-1 Storm Sewer, Trenched, HDPE, 12"	\$25.50	61 LF	\$1,555.50	58.50	\$1,491.75	96%		
8	4020-108-A-1 Storm Sewer, Trenched, HDPE, 15"	\$27.00	80 LF	\$2,160.00	90.00	\$2,430.00	113%		
9	4020-108-A-1 Storm Sewer, Trenched, HDPE, 18"	\$36.00	506 LF	\$18,216.00	495.00	\$17,820.00	98%		
10	4020-108-A-1 Storm Sewer, Trenched, HDPE, 24"	\$39.00	231 LF	\$9,009.00	238.00	\$9,282.00	103%		
11	4020-108-A-1 Storm Sewer, Trenched, RCP, 15"	\$31.00	265 LF	\$8,215.00	262.00	\$8,122.00	99%		
12	4020-108-A-1 Storm Sewer, Trenched, RCP, 18"	\$40.00	176 LF	\$7,040.00	176.00	\$7,040.00	100%		
13	4020-108-A-1 Storm Sewer, Trenched, RCP, 24"	\$43.00	54 LF	\$2,322.00	55.00	\$2,365.00	102%		
14	4030-108-B-0 Pipe Apron, Metal, 15"	\$300.00	1 EA	\$300.00	1.00	\$300.00	100%		
15	4030-108-B-0 Pipe Apron, Metal, 18"	\$350.00	3 EA	\$1,050.00	2.00	\$700.00	67%		
16	4030-108-B-0 Pipe Apron, Metal, 24"	\$400.00	5 EA	\$2,000.00	5.00	\$2,000.00	100%		
17	4040-108-A-0 Subdrain, Perforated PE, 4"	\$5.67	10,300 LF	\$58,401.00	10288.00	\$58,332.96	100%		
18	4040-108-D-0 Subdrain Outlets and Connections, CMP, 4"	\$75.00	20 EA	\$1,500.00	20.00	\$1,500.00	100%		
19	4040-XXX-X-X 8" Tile Cleanout	\$250.00	4 EA	\$1,000.00	4.00	\$1,000.00	100%		
20	4040-XXX-X-X 4" Tile, PVC	\$15.00	50 LF	\$750.00	132.00	\$1,980.00	264%		
21	4040-XXX-X-X 6" Tile, PVC	\$16.00	15 LF	\$240.00	6.00	\$96.00	40%		
22	4040-XXX-X-X 8" Tile, PVC	\$18.00	585 LF	\$10,530.00	557.00	\$10,026.00	95%		
23	5020-108-F-0 Valve Box Extension	\$200.00	15 EA	\$3,000.00	2.00	\$400.00	13%		
24	5020-108-H-0 Fire Hydrant Adjustment	\$750.00	4 EA	\$3,000.00		\$0.00	0%		
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%		
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%		
27	6010-108-B-0 SW-501 Single Grate Intake	\$1,800.00	4 EA	\$7,200.00	4.00	\$7,200.00	100%		
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%		
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%		\$
30	6010-108-B-0 SW-505 Double Grate Intake	\$2,600.00	4 EA	\$10,400.00	4.00	\$10,400.00	100%		\$
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%		

ATTACHMENT NO. 1 TO PAY REQUEST NO. 4

Application No. 4 Date: 10/25/

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 COMPLETED
32	6010-108-E-0	\$300.00	1	EA	\$300.00	1.00	\$300.00	100%		
33	6010-108-F-0	\$500.00	2	EA	\$1,000.00	1.00	\$500.00	50%		
34	7010-108-A-0	\$34.94	17,825	SY	\$622,805.50	8076.00	\$282,175.44	45%		\$2
35	7010-108-I-0	xxxxxx	1	Lump Sum	\$4,000.00	0.45	\$1,800.00	45%		
36	7010-XXX-X-X	\$5.00	485	SY	\$2,425.00	445.00	\$2,225.00	92%		
37	7030-108-A-0	\$5.00	744	SY	\$3,720.00	744.66	\$3,723.30	100%		
38	7030-108-H-1	\$36.00	767	SY	\$27,612.00	354.33	\$12,755.88	46%		\$
39	7030-108-H-2	\$25.00	30	TON	\$750.00		\$0.00	0%		
40	7060-108-A-0	\$7.00	335	SY	\$2,345.00	334.66	\$2,342.62	100%		
41	9010-108-A-0	\$1,500.00	7	AC	\$10,500.00		\$0.00	0%		
42	9040-108-A-1	xxxxxx	1	Lump Sum	\$1,100.00	1.00	\$1,100.00	100%		
43	9040-108-A-2	xxxxxx	1	Lump Sum	\$300.00	0.66	\$198.00	66%		
44	9040-108-A-3	\$70.00	25	EA	\$1,750.00	25.00	\$1,750.00	100%		
45	9040-108-Q-1	\$1.75	5,000	LF	\$8,750.00	1175.00	\$2,056.25	24%		
46	9040-108-T-0	\$17.00	160	SF	\$2,720.00	160.00	\$2,720.00	100%		
47	9050-108-B-0	\$43.00	60	TON	\$2,580.00	76.00	\$3,268.00	127%		
48	9060-108-A-1	\$5.00	500	LF	\$2,500.00		\$0.00	0%		
49	XXX-XXX-X-X	xxxxxx	1	Lump Sum	\$3,400.00	0.50	\$1,700.00	50%		
50	1090-105-D	xxxxxx	1	Lump Sum	\$50,000.00	0.50	\$25,000.00	50%		\$
51	XXX-XXX-X-X	\$25.00	350	TON	\$8,750.00	284.00	\$7,100.00	81%		
52	XXX-XXX-X-X	\$1,500.00	2	EA	\$3,000.00	2.00	\$3,000.00	100%		
53	XXX-XXX-X-X	\$2,000.00	1	EA	\$2,000.00		\$0.00	0%		
SUBTOTALS					\$1,197,718.45		\$755,542.72			\$7
ALTERNATE CONSTRUCTION										
54	9040-108-Q-3	\$0.30	5000	LF	\$1,500.00					
SUBTOTALS					\$1,199,218.45		\$755,542.72			\$7
Change Order No. 1										
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%	
SUBTOTALS					\$2,100.00		\$2,100.00			
TOTALS					\$1,201,318.45		\$757,642.72			\$7

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



LEADERSHIP, AT YOUR SERVICE!

www.hydro-klean.com

Des Moines, IA (515) 283-0500 / Fax (515) 283-0505 | Duluth, MN (218) 733-0500 / Fax (218) 733-0505

PROPOSAL

Bill To: Veenstra & Kimm
3000 Westown Parkway
West Des Moines, IA 50266

Ship To: Veenstra & Kimm
City of Creston
Creston IA

Table with 2 columns and 6 rows containing dates, order number (Q6413), location (TH, Des Moines), and terms (as needed, COD Must be Approved).

Table with 5 columns: Quantity, Unit, Description, Price, Amount.

Lateral launch services to include from Hydro-Klean: door hangers 1-2 days prior to work; lateral launch inspection is defined as any distance greater than 5' inspected in lateral. Service can only be provided from 8" and larger host pipe. No main line cleaning or lateral cleaning included in proposal. City to provide: public notification (if needed), all in house inspections. Quoted price is a per unit price. The actual number of inspections performed will be invoiced. Changes in the scope will require a written change order.

Each Lateral launch inspection services - per unit \$215.00

*NOTE: Proposal does not include any applicable taxes

*Unless stated above, this proposal assumes work to be performed under the general Hydro-Klean, Inc. Terms & Conditions. This proposal does not include pricing for bonding, waiver of subrogation, retainage, or subcontract agreement provisions. If any of these conditions are required additional fees may be incurred by the Client.

Prepared By: David Jass Title: COO
Accepted By: Date:
Title: PO#:

Table with 1 column and 2 rows, containing the word 'Total'.



LEADERSHIP, AT YOUR SERVICE!
www.hydro-klean.com

Des Moines, IA (515) 283-0500 / Fax (515) 283-0505 | Duluth, MN (218) 733-0500 / Fax (218) 733-0505

PROPOSAL

Bill To:

Veenstra & Kimm
3000 Westown Parkway

West Des Moines, IA 50266

Ship To:

Veenstra & Kimm
City of Creston

Creston IA

Date:	Expires:
10/22/2010	12/21/2010
Hydro-Klean Quote Number:	
Q6377	
Priority:	Location/Office:
TH	Des Moines
Priority/Availability:	
as needed	
Term:	
COD Must be Approved	

Quantity	Unit	Description	Rate	Amount
----------	------	-------------	------	--------

Lateral testing services to include from Hydro-Klean: door hangers 1-2 days prior to work; injection of water into lateral area; video inspection to verify flow. City to provide: public notification; all in house inspections; liability for any water damage to homes or basements. Quoted price is a per unit price and does not include any pipe cleaning services. The actual number of inspections performed will be invoiced. Changes in the scope will require a written change order.

Each	Lateral inspection services	\$425.00
------	-----------------------------	----------

*NOTE: Proposal does not include any applicable taxes

*Unless stated above, this proposal assumes work to be performed under the general Hydro-Klean, Inc. Terms & Conditions. This proposal does not include pricing for bonding, waiver of subrogation, retainage, or subcontract agreement provisions. If any of these conditions are required additional fees may be incurred by the Client.

Prepared By: David Jan Title: COO
 Accepted By: _____ Date: _____
 Title: _____ PO#: _____

*Total



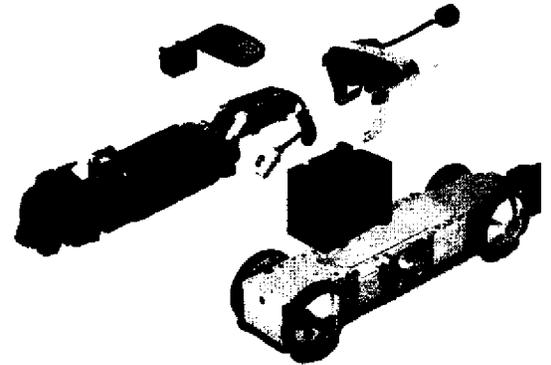
The Evolution of Lateral Launch

The lateral inspection module IBAK LISY 3.0 turns the IBAK camera tractors T 76 and T 86 into a lateral inspection system and can be operated in mainline sewers of 6" diameter upwards. The articulating placement arm makes launching into lateral easy, and the locking spacer plates make it quick and simple to change between diameters.

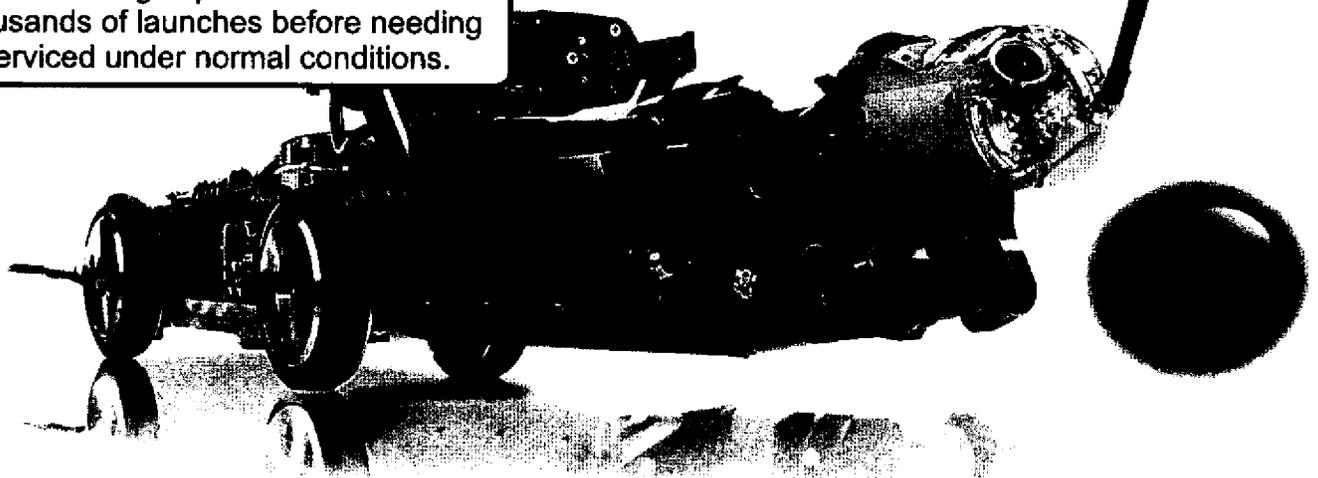
With LISY 3, laterals of 4" upwards can be inspected from mainline sewers. The integrated control camera LISYCam 3, which is used to continuously monitor the position of the equipment and which assists with inserting and feeding forwards the inspection camera (JUNO, ORION, ORION L), assures a comfortable workflow. The safety of the inspection system is assured by an internal pressure monitoring sensor system.

For cleaning and inspection in a single operation, a PHOBOS series flushing nozzle can be attached to the magic push rod.

The LISY 3.0 provides lower long-term costs, greater production and less headaches. Contact your local representative for more information!



IBAK's "Magic" pushrod allows for thousands of launches before needing serviced under normal conditions.



Past Proven. Future Ready.

The New LISY 3.0 Lateral Launch

Rep. & View: IIC-1 800.635.1225 | 1828 W. Clifton | IBAK, Inc. | 40975 | 40975 | 40975 | 40975

**GOVERNOR'S TRAFFIC SAFETY BUREAU
IOWA DEPARTMENT OF PUBLIC SAFETY**

CONTRACT NUMBER: Occupant Protection, PAP 11-03, Task 0445

ISSUING AGENCY: DPS/Governor's Traffic Safety Bureau

PROJECT CONTRACTOR: Creston Police Department

FISCAL SUMMARY:

	Highway Safety	Contractor	Total Funds
Cash Amount	\$4,500.00	\$ -0-	\$4,500.00

AGENCY/LAW/ SOURCE: National Highway Traffic Safety Administration (NHTSA), Public Law 105-178, Section 402

Submit Reimbursement Claims To:

Randy Hunefeld, sTEP Coordinator
Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, IA 50319-0248

Issue Payment To:

Creston Police Department
302 North Pine
Creston, IA 50801

Submit Reports To:

Randy Hunefeld, sTEP Coordinator
Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, IA 50319-0248
515-725-6124, FAX 515-725-6133

Transmit Contract Information To:

Chief Paul Ver Meer
Creston Police Department
302 North Pine St
Creston, IA 50801
641-782-8402, FAX 641-782-8404

The Contractor agrees to furnish and deliver all products and perform all services set forth in the attached Special Conditions for the consideration stated herein. The rights and obligations of the parties to this contract will be subject to and governed by the Special Conditions and the General Conditions. To the extent that any specifications or other conditions which are made a part of this contract by reference or otherwise conflict, the Special Conditions and the General Conditions will control. To the extent that any inconsistency between the Special Conditions and the General Conditions exists, the Special Conditions will control. When approved, the instrument becomes a contract to accomplish the provisions contained within the Fiscal Year 2011 Highway Safety Plan, Program Area Plan 11-03, Task 0445, and thereby constitutes an official program with the Governor's Traffic Safety Bureau. This activity meets the requirements of Public Law 105-178 and the requirements set forth in the Governor's Traffic Safety Bureau Procedures Manual, as amended.

IN WITNESS THEREOF, the parties hereto have executed this contract on the day and year last specified below.

CONTRACTOR:

By _____ Date: _____

ISSUING AGENCY:

By *L. Sauer* Date: 10-25-10
Larry D. Sauer, Bureau Chief

Effective Date: 11/01/10 Expiration Date: 09/30/11

Article 7.0 Time of Performance. The services of the Contractor will commence on or after the effective date stipulated on the signature page and will be completed before or by the expiration date.

Article 8.0 Modification of General Conditions. None.

Article 9.0 Additional Special Conditions.

- 9.1 Expense Documentation. The Contractor will document the expenditure of such funds authorized as eligible for reimbursement in accordance with the conditions of this Contract upon submission of the HSP-2 and, for equipment, the HSP-3 as supplied by the DPS/GTSB.
- 9.2 Policies and Procedures. The Contractor will comply with all policies and procedures contained in the Iowa DPS/GTSB Policies and Procedures Manual, as amended, including appropriate attachments provided by the DPS/GTSB in accordance with Section 402 of the Highway Safety Act of 1966, as amended, and the Iowa Administrative Code.
- 9.3 Copyrights. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
- a. The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and
 - b. Any rights of copyright to which a grantee, sub grantee or a contractor purchases ownership with grant support.
- 9.4 Debarred, Suspended and Ineligible Status. The Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended or declared ineligible by any agency of the State of Iowa or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. The Contractor will immediately notify DPS/GTSB if the Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended and Ineligible Contractors by a federal entity.

Article 10.0 Conditions of Payment.

- 10.1 Maximum Payments. It is expressly understood and agreed the maximum amount to be paid to the Contractor by the DPS/GTSB for any item of work or service will be the amount specified under Article 12.0 subject to Article 11.0 herein. It is further understood and agreed the total of all payments to the Contractor by the DPS/GTSB for all work and services required under this Contract will not exceed \$4,500.00 unless modified by written amendment of this Contract as provided in Section 1.0 of the General Conditions.
- 10.2 HSP-2 Form for Payment. All payments to the Contractor will be subject to the DPS/GTSB's receipt of an HSP-2 and documentation. An HSP-2 form and, if needed, an HSP-3 will be provided by the DPS/GTSB. If claiming equipment, an HSP-3 must be submitted. The Contractor must perform services and receive merchandise between the effective dates of the contract and pay for expenses prior to submitting the claim for reimbursement. No payments will be made if required reports are more than two months past due unless approved by the DPS/GTSB Director.

- 11.3 The project will be evaluated on all items contained in the Statement of Work and Services and the Budget.
- 11.4 There will be no change in the Statement of Work and Services or Budget without prior written approval of the DPS/GTSB.
- 11.5 The Contractor will comply with all requirements contained within the Policies and Procedures Manual of the DPS/GTSB.
- 11.6 All documents relative to fiscal claims will be maintained in the Contractor's office and will be available for review during regular office hours.
- 11.7 Staffing plan:
 - a. Provide adequate staff to carry out activities required in this contract.
- 11.8 Contract activities:
 - a. Conduct enforcement directed at safety belt, child restraint and other traffic violations during each of these designated waves: November 23-29, 2010; March 17-20, 2011; May 23-June 5, 2011; July 1-4, 2011; and August 25-September 7, 2011.
 - b. Conduct a pre-event and a post-event safety belt observation survey for each of the five designated wave periods specified in Article 11.8(a).
 - c. Provide information to the media and public on each of the five waves.
 - d. Purchase one in-car video camera and utilize for traffic enforcement.
- 11.9 Key dates:
 - a. Within fifteen days after the completion of each designated enforcement event, provide a report to the DPS/GTSB as specified in Article 4.4.
 - b. By September 30, 2011, receive one in-car video camera as specified in Article 11.8(d).
- 11.10 Objective/performance measures:
 - a. Five sSTEP events conducted, publicized and all department activity reported.
 - b. Five pre-event and post-event observational safety belt surveys conducted.
 - c. One in-car video camera purchased and utilized.

Article 12.0 Project Budget.

	<u>Highway Safety Funds</u>	<u>Contractor</u>
Equipment		
One in-car video camera	\$4,500.00	\$ 0.00
TOTAL	\$4,500.00	\$ 0.00
Soft match provided by Contractor:		\$ 0.00

CONSTRUCTION PROGRESS REPORT

Project Description: Snow Removal Equipment Acquisition

Date of Contract: 8/3/2010
 Completion Date:

Estimate No: One (1)

Contractor: O'Halloran Internations, Inc.
 3311 Adventureland Drive
 Altoona, IA 50009

Owner: City of Creston
 116 West Adams
 Creston, IA 50801

Base Contract Price	\$130,990.00	Materials on Hand (See Attached Tab)	\$0.00
Work Order No.		Construction Completed (See Attached Tab)	\$7,462.00
Work Order No.		Total Amount Earned	\$7,462.00
Work Order No.		Less 5% Retainage	\$373.10
Work Order No.		Less Previous Payment	\$0.00
TOTAL CONTRACT PRICE	\$130,990.00	AMOUNT DUE THIS ESTIMATE	\$7,088.90

Requested For Contractor By Bob Kayser

Title Senior Sales Adviser

Date 10/27/10

Recommended By Engineer William R. Grabe, P.E.

Title Project Engineer

Date 10-27-2010

Approved For Owner By _____

Title _____

Date _____

TABULATION OF CONSTRUCTION QUANTITIES

PROJECT: Snow Removal Equipment Acquisition
 PROJECT NUMBER: 4346.06
 ESTIMATE NO.: One (1)

FOR THE PERIOD
 FROM:
 TO: 10/26/2010

Item No.	Item Description	Contract Quantity and Units		Unit Price	Total To Date		Previous Period		Completed This Period	
		Quantity	Units		Quantity	Cost	Quantity	Cost	Quantity	Cost
1	Single Axle Carrier Vehicle w/ 4-Wheel Drive	1	LS	\$95,402.00		\$0.00		\$0.00	0.0	\$0.00
2	Heavy Duty Multiple-Purpose Dump Body	1	LS	\$17,747.00		\$0.00		\$0.00	0.0	\$0.00
3	Front Mounted Reversible Displacement Plow	1	LS	\$8,218.00		\$0.00		\$0.00	0.0	\$0.00
4	Tailgate Sander	1	LS	\$2,161.00		\$0.00		\$0.00	0.0	\$0.00
5	Rear Mounted Two-Stage Rotary Plow for Existing Tractor	1	LS	\$7,462.00	1.00	\$7,462.00		\$0.00	1.0	\$7,462.00
CGA Consultants Marshalltown, IA 50158		Contract Amount			Total Earned to Date			Previously Earned	Completed This Period	
TOTALS				\$130,990.00	\$7,462.00			\$0.00	\$7,462.00	



VEENSTRA & KIMM, INC.

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

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

October 27, 2010

CHANGE ORDER NO. 2

**CRESTON, IOWA
2009 CDBG EAST SIDE SANITARY SEWER REPLACEMENT**

This change order is to document modifications to the construction contract for the 2009 CDBG East Side Sanitary Sewer Replacement project. The modifications include:

Description
Extend completion date from December 4, 2009 to November 2, 2010

Change Order No. 2 does not change the contract price for the 2009 CDBG East Side Sanitary Sewer Replacement project.

HAVENS CONSTRUCTION COMPANY

CITY OF CRESTON

By _____

By _____

Title _____

Title _____

Date _____

Date _____

VEENSTRA & KIMM, INC.

ATTEST FOR OWNER:

By Thomas Aldred

By _____

Title Project Engineer

Title _____

Date 10/27/2010

Date _____

REC'D OCT 28 2010



VEENSTRA & KIMM, INC.

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

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

October 27, 2010

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

CRESTON, IOWA
2009 CDBG EAST SIDE SANITARY SEWER REPLACEMENT
PARTIAL PAYMENT ESTIMATE NO. 9 (FINAL)

Enclosed are three copies of Partial Pay Estimate No. 9 (Final) for the period between September 25, 2010 and October 13, 2010 in accordance with the contract between the City of Creston and Havens Construction for the above mentioned project.

By copy of this letter we are recommending payment by the City Council of the City of Creston to Havens Construction. Partial Pay Estimate No. 9 (Final) provides that 31 days after the acceptance of the project the retainage in the amount of \$61,100.88 will be paid to Havens Construction provided it has submitted the necessary documentation.

Please execute Partial Payment Estimate No. 9 (Final) in the spaces provided and forward all three copies to the City of Creston, Iowa.

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

VEENSTRA & KIMM, INC.

Original Signed By
Jordan Kappos

Jordan Kappos

JDK
25139

Enclosures

cc: Mike Taylor, City of Creston w/ enclosure

Kevin Kruse, City of Creston w/ enclosure

West Des Moines • Coralville • Ottumwa • Moline • Mason City • Sioux City



VEENSTRA & KIMM, INC.

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

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

PAY ESTIMATE NO. 9

Date: **October 27, 2010**

(FINAL)

Project Title	2009 CDBG East Side Sanitary Sewer Replacement City of Creston, Iowa		Contractor	Havens Construction Company, Inc. 9400 Liberty Drive Liberty, Missouri 64068			
Orig. Contract Amount & Date	\$1,225,183.00	July 7, 2009	Pay Period	September 25, 2010 through October 13, 2010			

BID ITEMS

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

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1.14	Sanitary Sewer Service Connections	Ea.	107	\$ 300.00	\$ 32,100.00	111	\$33,300.00
1.15	Drop Connection, Interior	Ea.	2	\$ 745.00	\$ 1,490.00	2	\$1,490.00
1.16	PCC Pavement						\$0.00
	1.16.1 7"	SY	751	\$ 59.00	\$ 44,309.00	401.83	\$23,707.97
	1.16.2 8"	SY	316	\$ 63.00	\$ 19,908.00	214	\$13,482.00
1.17	3' PCC Curb and Gutter	LF	258	\$ 29.00	\$ 7,482.00	16	\$464.00
1.18	6" PCC Driveway	SY	182	\$ 50.00	\$ 9,100.00	181.7	\$9,085.00
1.19	4" PCC Sidewalk	SF	19	\$ 7.00	\$ 133.00	19	\$133.00
1.20	Bituminous Seal Coat	SY	8,070	\$ 7.50	\$ 60,525.00	10,761.6	\$80,712.00
1.21	Cured in Place Pipe Lined Sewer						\$0.00
	1.21.1 6"	LF	155	\$ 75.00	\$ 11,625.00	155	\$11,625.00
	1.21.2 8"	LF	376	\$ 46.00	\$ 17,296.00	376	\$17,296.00
1.22	CIPP Sewer Service Connection	Ea.	3	\$ 200.00	\$ 600.00	4	\$800.00
2.1	Traffic Control	LS	xxx	xxx	\$ 2,500.00	100%	\$2,500.00
2.2	Construction Staking	LS	xxx	xxx	\$ 1,000.00	100%	\$1,000.00
2.3	Seeding	LS	xxx	xxx	\$ 1,000.00	0%	\$0.00
2.4	Erosion Control and Pollution Prevention Plan	LS	xxx	xxx	\$ 1,000.00	100%	\$1,000.00
2.5	Granular Surfacing	Tons	50	\$ 22.00	\$ 1,100.00	50	\$1,100.00
2.6	Pipe Removal	LF	190	\$ 2.00	\$ 380.00	0	\$0.00
2.7	Manhole Removal	Ea.	3	\$ 650.00	\$ 1,950.00	3	\$1,950.00
2.8	36" RCP Storm Sewer Pipe in Place	LF	32	\$ 70.00	\$ 2,240.00	0	\$0.00
2.9	12" pvc Sanitary Sewer Pipe in Place	LF	158	\$ 75.00	\$ 11,850.00	0	\$0.00
2.10	6" pvc Sanitary Sewer Service Pipe in Place	LF	9	\$ 67.00	\$ 603.00	0	\$0.00
2.11	Sanitary Manholes	Ea.	3	\$ 3,000.00	\$ 9,000.00	3	\$9,000.00
2.12	Sanitary Sewer Service Connections	Ea.	2	\$ 300.00	\$ 600.00	0	\$0.00
2.13	PCC Curb and Gutter	LF	20	\$ 35.00	\$ 700.00	0	\$0.00
2.14	Bituminous Seal Coat	SY	127	\$ 15.00	\$ 1,905.00	0	\$0.00
2.15	12" Cured in Place Pipe Lined Sewer	LF	201	\$ 55.00	\$ 11,055.00	359	\$19,745.00
2.16	CIPP Sewer Service Connection	Ea.	1	\$ 200.00	\$ 200.00	2	\$400.00
	TOTAL		xxx	xxx	\$ 1,225,183.00		\$1,111,696.57

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$1,225,183.00	\$ 1,111,696.57
Approved Change Order (list each)	No. 1	\$111,129.00	\$ 110,321.00
		\$	\$
		\$	\$
Revised Contract Price		\$ 1,336,312.00	\$ 1,222,017.57
Materials Stored			\$ 0.00
Value of Completed Work and Materials Stored			\$ 1,222,017.57
Less Retained Percentage (5%)			\$ 61,100.88
Net Amount Due This Estimate			\$ 1,160,916.69
Less Estimate(s) Previously Approved	No. 1	\$ 167,062.25	
	2	\$ 258,540.57	
	3	\$ 424,695.46	
	4	\$ 116,029.20	
	5	\$ 39,369.90	
	6	\$ 79,576.75	
	7	\$ 55,994.19	
	8	\$ 19,648.37	
	9	\$	
Total Previously Approved			\$ 1,160,916.69
Percent Complete	100%	Amount Due This Estimate \$ 0.00	

The amount \$0.00 is recommended for approval for payment in accordance with the terms of the Contract. The amount of \$61,100.88 is payable 31 days after final acceptance of the project.

Prepared By: Havens Construction Company, Inc.	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Creston
Signature	Signature <i>Franco Adell</i>	Signature
Title	Title <i>Project Engineer</i>	Title
Date	Date <i>10/27/2010</i>	Date

CERTIFICATE OF COMPLETION

**2009 CDBG EAST SIDE SANITARY SEWER REPLACEMENT
CRESTON, IOWA**

October 26, 2010

We hereby certify that we have made an on-site review of the completed construction of the 2009 CDBG East Side Sanitary Sewer Replacement project as performed by Havens Construction Company, Inc. of Liberty, Missouri.

As Engineers for the project, it is our opinion the work performed is in substantial accordance with the plans and specifications, and that the final amount of the Contract is One Million Two Hundred Twenty-two Thousand Seventeen and 57/100 Dollars (\$1,222,017.57).

VEENSTRA & KIMM, INC.

Accepted: CITY OF CRESTON, IOWA

By Forrest Aldeid

By _____

Title Project Manager

Title _____

Date 10/26/2010

Date _____

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 15th of each month, May through October, the City may mow said properties and charge the property owners, and;

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

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

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

500 W Levy –	\$137.50
101 S Sumner –	\$212.50

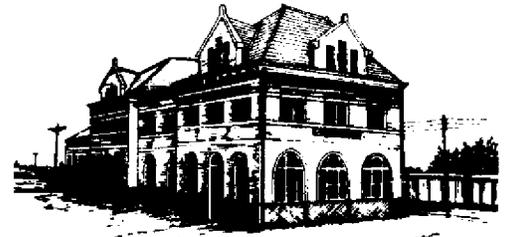
BE AND IT IS FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute the proper documentation necessary.

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

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

City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, Iowa 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

October 28, 2010

TO: Mayor Woods and City Council Members

RE: Request to close 3 parking spaces at 200 West Adams

Winterstien Construction, general contractor, is requesting the closure of 3 parking spaces adjacent to and on the east side of 200 West Adams while remodeling is being done to the building.

These parking spaces are on the west side of Maple Street and just to the north of Adams Street. There are 5 parking spaces between Adams Street and the alley. The two spaces in front of Country Hearts will remain open.

The closed spaces will be used to place dumpsters and construction equipment during the remodeling. This closure is expected to last about 30 days.

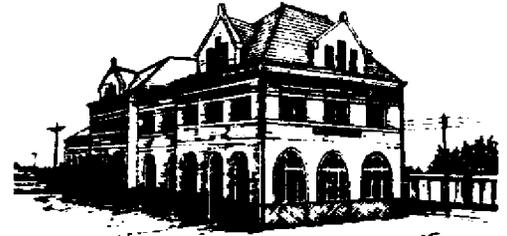
Please contact me with any questions at 782-2000 ext. 1.

Respectfully submitted,


Kevin Kruse
Public Works Director

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

October 28, 2010

TO: Mayor Woods and City Council Members

RE: Petition for a stop sign on South Poplar

The Public Works Department, and all other traffic safety agencies, follow the Manual on Uniform Traffic Control Devices (MUTCD) when it comes to the placement of signage.

I have attached several documents regarding the placement of stop signs. All these point to the fact that stop signs are not used for speed control and can actually cause a more hazardous situation when used unnecessarily.

Unless a stop sign is justified by numerous accidents, poor visibility or other issues it is better to leave the intersection uncontrolled as to add an unneeded stop sign for the purpose of trying to slow traffic.

If you would want to do some research on the matter go to the internet and Google, *stop signs for speed control*.

Please contact me if you have any questions at 782-2000.

Yours truly,

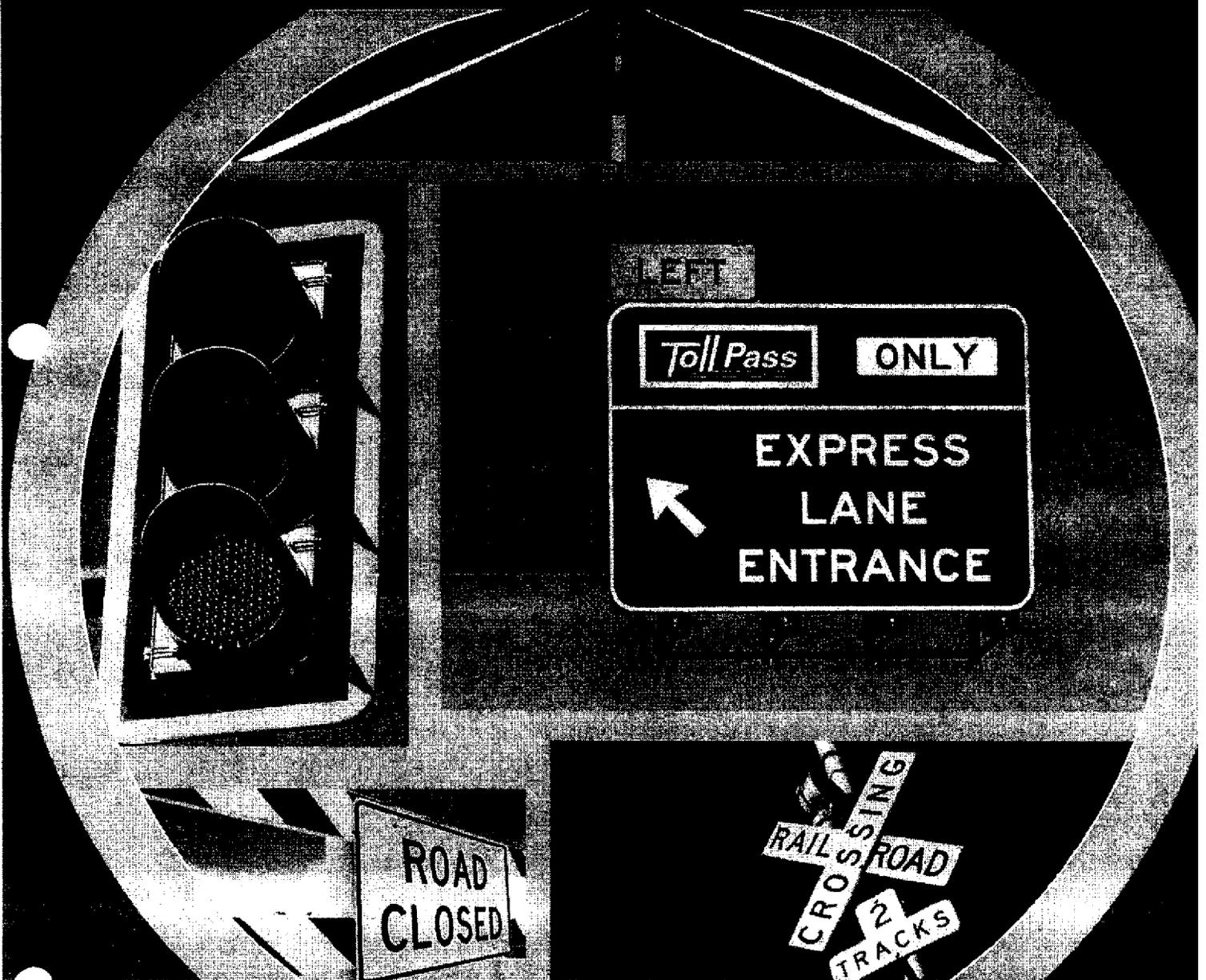
A handwritten signature in black ink that reads "Kevin Kruse".

Kevin Kruse
Public Works Director

Manual on Uniform Traffic Control Devices

for Streets and Highways

2009 Edition



U.S. Department of Transportation
Federal Highway Administration

When two vehicles approach an intersection from different streets or highways at approximately the same time, the right-of-way rule requires the driver of the vehicle on the left to yield the right-of-way to the vehicle on the right. The right-of-way can be modified at through streets or highways by placing YIELD (R1-2) signs (see Sections 2B.08 and 2B.09) or STOP (R1-1) signs (see Sections 2B.05 through 2B.07) on one or more approaches.

Guidance:

02 *Engineering judgment should be used to establish intersection control. The following factors should be considered:*

- A. *Vehicular, bicycle, and pedestrian traffic volumes on all approaches;*
- B. *Number and angle of approaches;*
- C. *Approach speeds;*
- D. *Sight distance available on each approach; and*
- E. *Reported crash experience.*

03 *YIELD or STOP signs should be used at an intersection if one or more of the following conditions exist:*

- A. *An intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;*
- B. *A street entering a designated through highway or street; and/or*
- C. *An unsignalized intersection in a signalized area.*

04 *In addition, the use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:*

- A. *The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day;*
- B. *The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary; and/or*
- C. *Crash records indicate that five or more crashes that involve the failure to yield the right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.*

05 *YIELD or STOP signs should not be used for speed control.*

Support:

06 *Section 2B.07 contains provisions regarding the application of multi-way STOP control at an intersection.*

Guidance:

07 *Once the decision has been made to control an intersection, the decision regarding the appropriate roadway to control should be based on engineering judgment. In most cases, the roadway carrying the lowest volume of traffic should be controlled.*

08 *A YIELD or STOP sign should not be installed on the higher volume roadway unless justified by an engineering study.*

Support:

09 *The following are considerations that might influence the decision regarding the appropriate roadway upon which to install a YIELD or STOP sign where two roadways with relatively equal volumes and/or characteristics intersect:*

- A. *Controlling the direction that conflicts the most with established pedestrian crossing activity or school walking routes;*
- B. *Controlling the direction that has obscured vision, dips, or bumps that already require drivers to use lower operating speeds; and*
- C. *Controlling the direction that has the best sight distance from a controlled position to observe conflicting traffic.*

Standard:

10 **Because the potential for conflicting commands could create driver confusion, YIELD or STOP signs shall not be used in conjunction with any traffic control signal operation, except in the following cases:**

- A. **If the signal indication for an approach is a flashing red at all times;**
- B. **If a minor street or driveway is located within or adjacent to the area controlled by the traffic control signal, but does not require separate traffic signal control because an extremely low potential for conflict exists; or**
- C. **If a channelized turn lane is separated from the adjacent travel lanes by an island and the channelized turn lane is not controlled by a traffic control signal.**

Section 2B.06 **STOP Sign Applications**

Guidance:

- 01 *At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs (see Sections 2B.08 and 2B.09).*
- 02 *The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:*
- A. *The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;*
 - B. *A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or*
 - C. *Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.*

Support:

- 03 *The use of STOP signs at grade crossings is described in Sections 8B.04 and 8B.05.*

Section 2B.07 **Multi-Way Stop Applications**

Support:

- 01 *Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.*
- 02 *The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.*

Guidance:

- 03 *The decision to install multi-way stop control should be based on an engineering study.*
- 04 *The following criteria should be considered in the engineering study for a multi-way STOP sign installation:*
- A. *Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
 - B. *Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*
 - C. *Minimum volumes:*
 1. *The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*
 2. *The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*
 3. *If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*
 - D. *Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.*

Option:

- 05 *Other criteria that may be considered in an engineering study include:*
- A. *The need to control left-turn conflicts;*
 - B. *The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;*
 - C. *Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and*
 - D. *An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.*

Kevin Kruse

From: Paul Ver Meer [pvermeer@iowatelecom.net]
Sent: Tuesday, October 26, 2010 1:07 PM
To: Kevin Kruse
Cc: Mike Taylor; Mayor Woods
Subject: FW: intersections

Kevin,

I had Bige run the intersections you gave me for the last two years and found zero accidents at these intersections. We showed 2 or 3 in the area but they were not intersection related.

Paul V.

From: Kevin Kruse [mailto:KKruse@crestoniowa.org]
Sent: Monday, October 25, 2010 4:43 PM
To: Paul Ver Meer
Subject: intersections

Paul:

Let's run the following intersections:

Cherry - Page
Cherry - Fremont
Cherry- Monroe
Cherry - Lucas

Poplar - Page
Poplar - Fremont
Poplar - Monroe
Poplar - Lucas

Mulberry - Page
Mulberry - Fremont
Mulberry - Monroe

Thanks,

Kevin Kruse
Public Works Director
City of Creston
P.O. Box 449, 116 West Adams
Creston, Iowa 50801
641-782-2000 ext. 104
641-782-6377 Fax
kkruse@crestoniowa.org
<http://crestoniowa.gov>

**NOTICE* This email message (including any file attachments transmitted with it) is for the sole use of the intended recipient(s) and may contain confidential and legally privileged information. Any unauthorized use or disclosure of this email by an unintended recipient is prohibited. If you have received this e-mail in error please notify the sender by return e-mail and destroy all copies of the original message. No representation is made that this email or any attachments are free of viruses. Virus scanning is recommended and is the responsibility of the recipient.*

Stop and Yield Signs

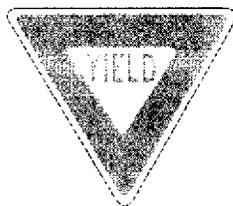
Sections 2B.04 through 2B.07 of the *MUTCD* describe Stop signs (R1-1), including applications and placement. Use of Stop signs is recommended for specific situations primarily involving high speeds, high traffic volumes, restricted views, and crash history.

In addition, the *MUTCD* discusses a few situations where Stop signs should not be used. The *MUTCD* also advises that less restrictive measures of traffic control be considered where a full stop is not required at all times.



R1-1

MUTCD Sections 2B.08 through 2B.10 describe Yield signs (R1-2) along with applications and placement of these signs. This description includes locations and situations where Yield signs can be effectively installed. Primary factors to be considered when judging the appropriateness of Yield sign usage include traffic volumes, volume split, speeds, visibility, and crash history.

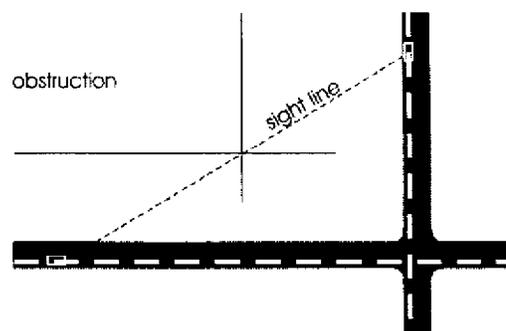


R1-2

Visibility and approach speed are important factors when selecting the most appropriate control for a given intersection. A sight triangle can aid in the analysis of these factors.

A minimum sight triangle will allow a sufficiently unobstructed sight distance along all

approaches to an intersection, including across the corners, to allow approaching drivers to take necessary action—stop, slow, or accelerate—to avoid collision. Any object in the sight triangle high enough to restrict visibility (3 feet) should be removed or lowered, if possible. These objects could include cut slopes, vegetation, growing crops, or parked vehicles. An in-depth discussion of sight triangles can be found in AASHTO's *A Policy of Geometric Design of Highways and Streets*, 1990.



Sight triangle

When an approach to an intersection is not controlled by Stop signs, motorists should be able to see a potential hazard early enough to take appropriate action. The average driver requires an estimated minimum of three seconds to perceive and react to a hazard. The following table lists the distance a vehicle will travel in three seconds at various speeds.

**Distance traveled by a vehicle in 3 seconds
(not stopping distance)**

Speed (mph)	Distance (feet)
10	45
15	70
20	90
25	110
30	130
35	155
40	180
50	220
60	260

The *MUTCD* advocates the use of Stop signs only when warranted. In many situations with lower volume roads and streets, Yield signs or no control may be the most appropriate choice.

Overuse of Stop signs will result in additional delay for drivers, disruption in traffic flow, increased fuel consumption and consequent pollution, and possible noncompliance by motorists. Some studies have found that Stop sign installation will not effectively reduce speeds and should not be used for this purpose. Alternate methods of controlling speeds, such as traffic calming, are described elsewhere in this manual.

Many studies have been made of the effects of Stop versus Yield control at intersections. One such reference is *Guidelines for Converting Stop to Yield Control at Intersections*, National Cooperative Highway Research Program (NCHRP) Report 320, published in October 1989.

If Yield signs are to be used for intersection control, the following suggestions should be considered prior to installation. These suggestions are general guidelines only, not specific requirements. A detailed engineering study may be needed to review specific situations.

For rural roads:

1. The average daily traffic (ADT) on the through road should not exceed 400 vehicles per day.
2. The sight distance on the minor roadway

should be sufficient to permit an approaching vehicle traveling at the posted or operating speed to stop before reaching the major road intersection.

For urban streets:

1. The major street has been designated as a through street with control along a substantial length that grants or implies right-of-way by using traffic.
2. The average daily traffic should be less than 1,500 vehicles per day on the major street and less than 600 vehicles per day on the minor street.
3. The intersection should most likely be a residential street intersection with a speed limit of 25 mph or lower.
4. No more than two crashes involving vehicles on the minor street have occurred over the past three years.

Local agencies can develop criteria to best meet specific needs. Yield signs can be a logical alternative to Stop sign control, but Sections 2B.09 and 5B.02 of the *MUTCD* should be consulted for application criteria.

If Stop or Yield sign visibility is restricted for approaching vehicles, use of Stop Ahead or Yield Ahead signs as described in *MUTCD* Section 2C.26 should be considered.

The following illustration and table can be used to determine sight distance warrants for Yield sign installation.

TRAFFIC AND SAFETY INFORMATIONAL SERIES FREQUENTLY ASKED QUESTION #13

Can we have stop signs placed at intersections in our neighborhood to reduce speeding?

We get many complaints from people in residential areas about cars speeding in their neighborhoods. They often ask us to install more stop signs. This concern is very understandable. Unfortunately, adding stop signs may not be the best solution. In fact, you may be surprised to learn, adding stop signs can sometimes make the problem worse. Here is why:

Stop signs don't always slow traffic

Strange as it may seem, installing stop signs may not result in reduced traffic speeds. Studies have shown that stop signs are not effective at controlling drivers' speeds between intersections. In fact, motorists sometimes drive even faster between stop signs to make up for time "lost" while stopped—actually increasing peak speeds and potentially making neighborhoods more dangerous.

Installing stop signs can do more harm than good

Too many stop signs may also actually discourage good driving habits. Studies have shown that if stop signs are overused or are located where they don't seem to be necessary, some drivers become careless about stopping at them. This can be especially dangerous for pedestrians and bicyclists who may have a false sense of safety from the existence of a stop sign.

Other solutions

Fortunately, there are other ways to encourage traffic to slow down. Sometimes even a simple neighborhood awareness program can be effective.

For more information

For more information, please contact _____.

TRAFFIC AND SAFETY INFORMATIONAL SERIES FREQUENTLY ASKED QUESTION #13

WHY CAN'T WE HAVE STOP SIGNS TO REDUCE SPEEDING ALONG MY STREET?

One of the complaints that people have in residential areas is that vehicles constantly speed by the front of their house. They are concerned about the safety of their children. These residents frequently request the erection of additional stop signs. The addition of a stop sign, however, usually does not solve the problem.

WHY DON'T WE JUST INSTALL ANOTHER STOP SIGN?

A stop sign is an inconvenience to motorists. Because of this, stop signs should only be placed if they meet a *Manual on Uniform Traffic Control Devices* (MUTCD) warrant. Stop signs are frequently violated if unwarranted. Before warrants are even considered, however, less restrictive measures (such as a yield sign) are usually considered. In certain cases, the use of less restrictive measure or no control at all will accommodate traffic demands safely and effectively.

WARRANTS FOR A STOP SIGN

Because a stop sign is an inconvenience to through traffic, it should be used only where needed. A stop sign may be warranted at an intersection where one or more of the following conditions exist:

- intersection of a less important road with a main road where application of the regular right-of-way rule is hazardous;
- street entering a through highway or street;
- unsignalized intersection in a signalized area;
- other intersections where a combination of high speed, restricted view, and serious accident record indicates a need for control by the stop sign.

A yield sign can also be considered where a full stop is not necessary. Existing sign installations should be reviewed to determine whether the use of a less restrictive control or no control at all could accommodate the existing and projected traffic flow safely and more effectively.

WHERE SHOULD A STOP SIGN BE INSTALLED?

Stop signs should be installed/located where the vehicles are to stop or as near to that point as possible. The sign may also be supplemented with a stop line and/or the word STOP on the pavement. A yield sign is erected in the same manner. Where there is a marked crosswalk, the stop or yield sign should be erected approximately four feet in advance of the crosswalk line.

When only one stop or yield sign is used on an intersection approach it should be on the right side of the roadway. At wide intersections, however, violations of the yield or stop sign may be reduced by the erection of an additional sign on the left side of the approach. If two lanes of traffic exist on an approach, at least one stop sign should be visible to each lane of traffic.

CAN STOP SIGNS CONTROL SPEED?

Many studies have shown that stop signs are not an effective measure for controlling or reducing midblock speeds. In fact, the overuse of stop signs may cause drivers to carelessly stop at the stop signs that are installed. In stop sign observance studies approximately half of all motorists came to a rolling stop and 25 percent did not stop at all. Stop signs can give pedestrians a false sense of safety if it is assumed that all vehicles will come to a complete stop at the proper location. A study conducted by Beaubien also showed that placing stop signs along a street may actually increase the peak speed of vehicles, because motorists tend to increase their speed between stop signs to regain the time spent at the stop signs.

WHAT CAN WE DO INSTEAD OF INSTALLING A NEW STOP SIGN?

There are many alternatives to stop signs. For example, a concept called *traffic calming*, the combination of physical controls and community support, might be a good alternative for some communities. Calming measures can be installed as part of an areawide traffic management plan or on a single street and involve local law enforcement, emergency and maintenance officials, engineers, and the community.

Some communities also start interneighborhood programs to address the problem of the speeding and safety in their neighborhood areas. Often times, the true problem stems mostly from drivers that live in the neighborhood. By simply raising awareness of the issue, drivers in the neighborhood may adjust their driving and decrease their speeds.

Unfortunately, there is no general solution to the problem of speeding traffic. There will always be drivers that speed through residential areas. It is important for residents in a neighborhood to be aware of this issue.

For more information

For more information, please contact _____.

October 26, 2010

TO: Mayor Warren Woods and Creston City Council

FROM: Creston Chamber of Commerce

RE: Lighted Christmas Parade Permit, Street Closures for Parade and Fireworks Display

We would like to request a Parade Permit for the upcoming Lighted Christmas Parade to be held Thursday, December 2, 2010, with the parade beginning at 7:00 p.m.

The parade will line up on Mills Street from Pine to Cherry. The parade route will then be west on Mills to Elm, south on Elm to west on Montgomery to Division, South on Division to Adams, East on Adams to Walnut, North on Walnut to Montgomery and East on Montgomery to Cherry where the parade will disband.

We will need Cherry Street closed to traffic beginning at 6 P.M. from Howard to Montgomery, Mills closed from Cherry to Pine, and Pine closed from Howard to Montgomery for the parade to assemble.

Fireworks Display:

We will need Union Street closed at 4:00 p.m. between Walnut & Pine for the fireworks set-up and display taking place after the Lighted Christmas Parade.

Thank you for your consideration.

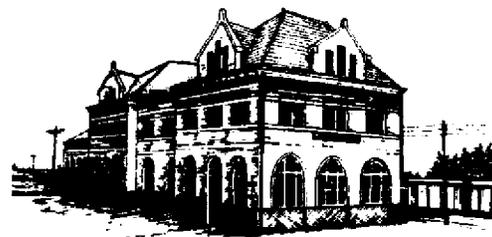
Sincerely,

Ellen

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

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

**Board of Adjustment
Meeting Minutes
October 19, 2010**

Tom Braymen called the meeting to order at 5:00 p.m.

Board members present were Tom Braymen, Gary Bucklin and Dick Lechtenberger.

Board member not present was Alan Shafer and Ken Stults.

Others present; Kevin Kruse; Zoning Administrator, Gary Lybarger; Building Inspector and Mayor Warren Woods.

The item for discussion was a request Rex and Mary Shough, 1100 Westview Drive, to construct a sunroom on the south side of the house. The reason for the request is for failure to meet front yard setbacks as set forth in Chapter 166 of the Zoning Code. Rex Shough was present to explain the request. The adjacent neighbors were notified by petition with no objections being received. After due consideration Bucklin moved and Lechtenberger seconded to approve the request. With a voice vote all present voted in favor of the motion.

The meeting was adjourned at 5:03 p.m.

Respectfully submitted,



Kevin Kruse
Board Secretary

**Minutes of Gibson Memorial Library Board of Trustees
Tuesday, September 7, 2010 –Creston Library, Creston, IA**

Chairperson Ann Coulter called meeting to order at 5:10 p.m.

Present and answering roll call: Ann Coulter, Ed Ritter, Dottie Dunphy, Calvin Huffman, and Karin Coleman.
Also present: Marilyn Ralls, Librarian.

Consideration of Agenda:

Kone Elevator was added to New Business.

Calvin Huffman moved to **accept the agenda**

Karin Colman moved to **accept the minutes** from the August, 2010 meeting; Calvin Huffman seconded the motion. Motion passed.

Karin Colman moved to **approve the bills** for payment; Calvin Huffman seconded the motion. Motion passed.

Financial Report/Bills:

Calvin Huffman moved to accept the financial report and bills: Ed Ritter; seconded the motion. Motion passed.

Marilyn Ralls (Librarian Director) Report:

Marilyn reported that the Library now has 148 friends on Facebook. The ceiling in the second floor of the Library has come down in places. Computer Stats for the month were down but the check out of materials was up. She reported that Karen Burns has established the bar code system for use with cell phones. This is a shortcut for web site use. Marilyn attended an all day session for SWILSA in Atlantic. In October she will attend the LSA Conference. The coffee men have started their fifth year at the Library. The staff provided treats in celebration.

Old Business:

Ann reported that there has been no word on the grant from USDA. The organization E.A.S.T. at Creston High School, has developed a landscape plan for the new library however, nothing has been brought to the Board.

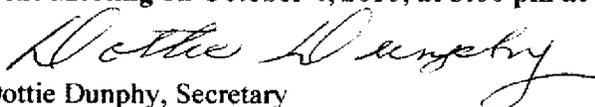
New Business:

A bid has been submitted for a roof repair for the Library. The estimate is around \$8,000 with a 6 year guarantee. The Board discussed the extent of the repairs and Calvin will present the problems to the City Council for consideration. This motion was proposed by Ed Ritter and seconded by Calvin Huffman. Motion passed. Marilyn asked that the Library be closed on September 24, from 10:00 to 1:30 for Gadget Zoo. This is a technology in-service and update on electronic devices. Karin Coleman made the motion seconded by Calvin Huffman. Motion passed. Marilyn reported that the Library has received a bill from Kone Elevator Company for \$405.00 for an annual code required pressure test. The Board questioned if this is in addition to the annual elevator check or something else. Marilyn will check this out and report back to the Board.

Creston Balloon Day Parade is September 18, Board members will meet at the Library at 9:30 A.M. to participate in the parade. Calvin will provide a golf cart and Ed will print some bookmarks to hand out.

Chair declared adjournment at 6:00 P.M.

Next Meeting on October 4, 2010, at 5:00 pm at the Library


Dottie Dunphy, Secretary

**Park and Recreation Board
Meeting Minutes
Tuesday, September 28, 2010**

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

John Kawa	Mark Huff
Jane Brown	Jamie Beggs
Gary Borcharding	Birdie Sandeman

The Board approved the minutes of the August 29, 2010 and September 13, 2010 meetings.

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

The Board approved the payment of 1,012.10 to Pine Valley Golf from the Mckinnley Park Restricted Gift Fund.

Motion -- Borcharding
Second -- Brown.
All voted aye. Motion carried.

The Board recommended that Mckinnley Park Pay application #3 to Betts and Beer in the amount of 64,086.05 be approved.

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

The Board reviewed claims/payments through September 22, 2010.

The Board reviewed the Project and Budget/Equipments Lists for upcoming months and FY 2011/2012.

The next meeting is scheduled for Tuesday October 26, 2010 at 5:30 pm in the Mealsite at the Restored Depot.