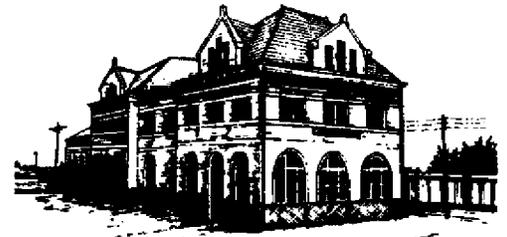


City of
CRESTON, IOWA

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
Tuesday, December 21, 2010
6:00 p.m.
Last updated: 12/17/2010 3:16 PM

Call Meeting to Order

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Consideration of Agenda**
4. **Consider Adoption of the Consent Agenda – NOTE:** *These items are routine items and will be enacted by one motion without separate discussion unless a Council member requests an item be removed for separate consideration.*
 1. **Minutes:** December 7, 2010 – Regular Meeting
 2. **Claims and Fund Transfers:**
 - i. Total Claims - \$293,530.42
 - ii. Transfers - \$18,575.00
5. **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.*
6. **New Business**
 1. Resolution to reappoint Lee McNichols and Matt Higgins to the Water Board of Trustees
 2. Public Hearing to discuss current activities and provide a status of funds regarding CDBG Project #07-WS-021 (Water Plant Expansion – Membrane Project) – Tim Ostroski
 3. Resolution to approve using Hotel/Motel Funds for Tourism Marketing & Promotion Budget
 4. Resolution to approve Drawdown of NSP Funds for 801 W. Jefferson Street and 407 S. Vine Street
 5. Resolution to approve list of Creston realty companies that will be used by the City when selling NSP properties for the City of Creston
 6. Resolution to approve process to be used to determine order of Creston realty companies that may be used to sell NSP properties for the City of Creston
 7. Discuss the sale of City-owned properties – 622 N. Birch, 503 W. Irving, 308 & 310 N. Division and 602 W. Mills

8. Resolution to take action on City-owned properties – 622 N. Birch, 503 W. Irving, 308 & 310 N. Division and 602 W. Mills
9. Resolution to approve Engineering Consultant Contract with Clapsaddle-Garber, Inc. for the Snow Removal Equipment Building Project
10. Resolution to approve Commercial Tax Abatement for 213 West Adams – Mindy Dresback
7. Other
8. Adjournment

REGULAR MEETING OF THE CRESTON CITY COUNCIL DECEMBER 7, 2010

The Creston City Council met in regular session at 6:00 o'clock P.M. on the above date in the Council Chambers of the City Hall Complex with Mayor Pro-tem Wynn presiding.

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

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

Wilson moved seconded by Shelton to approve the consent agenda, which included approval of minutes of November 16, 2010 regular meeting, claims of \$596,312.35, liquor license for American Legion. All voted aye. Motion declared carried.

During Public Forum, Melvin Scadden, 411 N. Vine Street, stated he didn't feel the City should be making any more real estate transactions and that the City shouldn't be in the real estate business. He feels the money needs to be spent on the streets and sewer system.

Mayor Pro-tem Wynn announced that now is the time for a Public Hearing on the matter of selling City-owned property located at 505 North Elm Street as part of the Neighborhood Stabilization Program. 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 Pro-tem Wynn then called the Public Hearing to a close.

A resolution was offered by Wagner seconded by Wilson to sell City-owned property located at 505 North Elm Street as part of the Neighborhood Stabilization Program 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 Wilson seconded by Wagner to accept the Annual Audit Findings for the City of Creston for Fiscal Year ending June 30, 2010 and authorize the Mayor and Clerk to execute the proper documentation. White, Winborn, Shelton, Wilson, Wagner, Koets and Wynn voted aye. Resolution declared passed.

A resolution was offered by Wagner seconded by Wilson to approve recommendation from the Airport Commission to approve the 5-year Capital Improvement Plan 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 set a Public Hearing on January 4, 2011, at 6:00 p.m. for the Airport Agricultural Land Lease and authorize the Mayor and Clerk to execute the proper documentation. Wagner, Koets, Wynn, White, Winborn, Shelton and Wilson voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Winborn to accept a Community Development Block Grant in an amount not to exceed \$1,299,500 for Summit Lake Spillway Repair and authorize the Mayor and Clerk to execute the proper documentation. Shelton, Wilson, Wagner, Koets, Wynn, White and Winborn voted aye. Resolution declared passed.

A resolution was offered by Wagner seconded by Wilson to set a Public Hearing on December 21, 2010, at 6:00 p.m. to discuss current activities and provide status of funds regarding Community Development Block Grant Project #07-WS-021 for the Water Plant Expansion (Membrane 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 Wilson to special assess costs to remove nuisances and authorize the Mayor and Clerk to execute the proper documentation. Wagner, Koets, Wynn, White, Winborn, Shelton and Wilson voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Shelton to authorize advertisement of surplus City-owned vehicles/equipment and acceptance of sealed bids 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 Change Order for NSP House located at 407 S. Vine Street for replacement of roof – up to \$6,400; replacement of electrical wiring – up to \$4,800; installation of door-lock hardware – up to \$250 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 Wagner seconded by Wilson to approve recommendation from the Park & Recreation Board to authorize Pay Estimate #4 of \$46,687.75 to Betts & Beer Construction for work completed on the Safe Room 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 Wilson seconded by Shelton to approve Drawdown Request #6 of \$53,240.10 for McKinley Park Safe Room and authorize the Mayor and Clerk to execute the proper documentation. Wagner, Koets, Wynn, White, Winborn, Shelton and Wilson voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Koets to approve Payment Estimate #5 of \$342,851.44 to Wick's Construction for work completed on Cottonwood Street Reconstruction Project and authorize the Mayor and Clerk to execute the proper documentation. Wynn, White, Winborn, Shelton, Wilson, Wagner and Koets voted aye. Resolution declared passed.

Kevin Kruse, Public Works Director, addressed the parking situation on Cottonwood Street. At this time, there is nothing prohibiting parking and he is asking Council to put something into place. His suggestion is to prohibit any parking on either side.

Wagner moved seconded by Wilson to postpone making a decision on the parking situation on Cottonwood Street until the next regularly scheduled council meeting so it can be investigated as to whether this needs to be presented as an ordinance or a resolution. All voted aye. Motion declared carried.

Wagner moved seconded by Wilson to approve the continuation use of three parking spots for dumpster placement at 201 W. Adams Street through the end of 2010. All voted aye. Motion declared carried.

Wilson moved seconded by Wagner to go into Closed Session per Iowa Code 21.5(j) at 6:21 p.m. Koets, Wynn, White, Winborn, Shelton, Wilson and Wagner voted aye. Motion declared carried.

White moved seconded by Wilson to come out of Closed Session per Iowa Code 21.5(j) at 6:25 p.m. Wagner, Koets, Wynn, White, Winborn, Shelton and Wilson voted aye. Motion declared carried.

Wagner moved seconded by White to adjourn the meeting. All voted aye. Motion declared carried. Council adjourned at 6:26 P.M.

Mayor Pro-tem

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE PROTECTION	GENERAL FUND	CRESTON AUTO PARTS INC	BULB & PLASTIC KEY-'09 '	7.66
		IOWA PEACE OFFICERS ASSOCIATION	YEARLY IAPC DUES FOR 2011	30.00
		CHAD WILKER	MOUNT/BALANCE SNW TIRES	24.00
		PETTY CASH - MAINTENANCE	#2838-MOUNT SNOW TIRES	24.00
		PETTY CASH - POLICE	#077-FILE BOX	10.10
			#078-POSTAGE	4.02
			#079-POSTAGE	16.62
		VER MEER, PAUL	CELLPHONE REIMBURSEMENT	60.00
			TOTAL:	176.40
		DETENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR
	TOTAL:			4,492.43
FIRE PROTECTION	GENERAL FUND	ALL MED	STETHOSCOPE	95.00
		CRESTON CITY WATER WORKS	WATER-FIRE	27.95
		INTERSTATE ALL BATTERY CENTER	FLASHLIGHTS FOR TRUCK	149.70
		JACKSON, TODD	CELLPHONE REIMBURSEMENT	60.00
		MCI MEGA PREFERRED	LONG DISTANCE	1.87
		MIDWEST BREATHING AIR SYSTEMS	SVC COMPRESSOR/FILL STAT	566.79
		PETTY CASH - FIRE	#1526-MISC TRUCK SUPPLIES	15.54
			#1527-FIRE FIGHTER SUPPLIE	17.12
			#1528-PIN FOR VALVE	1.75
			#1529-NUTS FOR PROPANE ACM	13.98
			TOTAL:	949.70
BUILDNG & HSGN SAFETY	GENERAL FUND	INT'L CODE COUNCIL	MEMBERSHIP DUES	100.00
		IOWA ASSOC OF BLDG OFFICIALS	MEMBERSHIP DUES	70.00
		LYBARGER, GARY	CELLPHONE REIMBURSEMENT	60.00
		OFFICE DEPOT	REPORT COVERS-CORREC	42.17
			TOTAL:	272.17
ANIMAL CONTROL	GENERAL FUND	BIERLE, DOUG	CELLPHONE REIMBURSEMENT	60.00
		FARM & HOME SUPPLY INC	DOG FOOD-CABLE TIE	65.74
		HODGE, JUSTIN	CELLPHONE REIMBURSEMENT	60.00
		SWANSON, ALEXIS	SUCCESSFUL ADOPTION	20.00
			TOTAL:	205.74
AIRPORT	GENERAL FUND	WASTE MANAGEMENT	DUMPSTER-NOV'10	61.96
		PETTY CASH - AIRPORT	#424765-SUPPLIES	11.98
			#424768-FOAM CUPS	4.28
			#424769-MOUNTING SCREWS	1.41
			#424772-SNOW BLOWER PARTS	19.88
			#424773-SNOW BLOWER PARTS	4.58
			#424774-CC PRINTER PAPER	2.02
		SOUTHWEST IOWA RURAL ELECTRIC	ELECTRICITY-AIRPORT	33.00
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17
			RPRS ON DOORS	255.09
			FUEL SPILL SUPPLIES	76.30
			SNOW BLOWER PARTS	211.28
			TOTAL:	2,035.95
SOLID WASTE CLCT/DSPSL	GENERAL FUND	WASTE MANAGEMENT	GARBAGE COLLECT-NOV'10	36,128.77
			TOTAL:	36,128.77
LIBRARY SERVICES	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-LINCOLN SCHOOL	7.12
		WASTE MANAGEMENT	DUMPSTER-NOV'10	40.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ALLIANT ENERGY-INT PWR&LGHT	1001 W JEFFERSON-NAT GAS	665.96
			1001 W JEFFERSON-ELECTRICI	60.14
		J&J PLUMBING	FIX HEAT IN CHILDRENS RM	112.14
		MCI MEGA PREFERRED	LONG DISTANCE	10.68
			TOTAL:	896.93
PARKS	GENERAL FUND	HUFF, MARK	CELLPHONE REIMBURSEMENT	60.00
		WASTE MANAGEMENT	DUMPSTER-NOV'10	38.52
		MCI MEGA PREFERRED	LONG DISTANCE	0.18
			TOTAL:	98.70
CEMETERY	GENERAL FUND	HODGE, BRUCE	CELLPHONE REIMBURSEMENT	60.00
		BARKER IMPLEMENT & MOTOR CO INC	PAINT-4 GAL ANTIFREEZE	90.14
			PARTS FOR JD 955 TRACTOR	10.15
			PARTS FOR JD 955 TRACTOR	94.16
			SEAL-BOLT-KEY	28.63
		WASTE MANAGEMENT	DUMPSTER-NOV'10	61.96
		CRESTON TIRE & SERVICE	2-TRACTOR FRONT TIRES	197.94
		MCI MEGA PREFERRED	LONG DISTANCE	1.00
		ORR HEATING & AIR CONDITIONING	REPLACE WATER HEATER	585.00
		TRUE VALUE HARDWARE & RENTAL	CLEAN CARBORATOR	115.99
			TOTAL:	1,249.97
ECONOMIC DEVELOPMENT	GENERAL FUND	CRESTON CHAMBER OF COMMERCE	10/11 TOURISM-MARKETING	13,575.00
			TOTAL:	13,575.00
FINANCIAL ADMINISTRATN	GENERAL FUND	TAYLOR, MICHAEL	MILEAGE REIMBURSEMENT	89.22
			MILEAGE REIMBURSEMENT	50.03
			MILEAGE REIMBURSEMENT	75.86
		WILLIAMSON, LISA	MILEAGE REIMBURSEMENT	89.22
			MILEAGE REIMBURSEMENT	149.80
		BANKERS LEASING CO	COPIER LEASE-MAINTENANCE	325.65
		CRESTON CHAMBER OF COMMERCE	2ND PMT ANNUAL FUNDING-FY'	2,500.00
			2011 MEMBERSHIP	218.00
		CITY OF MANLY	PRINTER CARTRIDGE	40.00
		CRESTON CITY WATER WORKS	WATER-NSP 407 S VINE	9.14
		DRAPER/SNODGRASS/MIKKELSEN & CO PC	AUDIT FY'10	13,750.00
		ALLIANT ENERGY-INT PWR&LGHT	NSP-407 S VINE	106.93
		MCI MEGA PREFERRED	LONG DISTANCE-CITY HALL	31.56
			LONG DISTANCE-FAXES	2.00
		PETTY CASH - FINANCE	#1275-RECORDING FEES	42.00
			#1276-RECORDING FEES	18.00
		PETTY CASH - STREET	#1715-KEYS(NSP) 407 S VINE	2.38
		RAY AND ASSOCIATES INC	NEG/CONS SVC-NOV'10	691.67
		SOUTHERN PRAIRIE YMCA	SEMI- ANNUAL PMT-SCHOLARSH	5,000.00
			TOTAL:	23,191.46
LEGAL SERVICES	GENERAL FUND	CRESTON PUBLISHING CO	PUBLICATION-SANDERS	34.91
			TOTAL:	34.91
CITY HALL	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-CITY HALL	21.08
		IOWA FIRE EQUIPMENT	ANNUAL SPRINKLER MAINT.	459.90
		OFFICE DEPOT	FAX STAMP-CARD STOCK-INK	50.21
		PETTY CASH - STREET	#1714-FLAG CLASP	1.80
		TRUE VALUE HARDWARE & RENTAL	CLEANING SUPPLIES-DEPOT	26.45
			TOTAL:	559.44

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT						
INSURANCE (GENERAL)	GENERAL FUND	EMC INSURANCE COMPANIES	WORKERS COMP-LUTHER	20.46						
			TOTAL:	20.46						
UNITY CENTER MAINT	COMMUNITY CENTER	SOUTHERN PRAIRIE YMCA	SEMI-ANNUAL PMT-ARTS & WEL	10,000.00						
			TOTAL:	10,000.00						
ROAD MAINTENANCE	ROAD USE TAX	HAYS, JOHN	CELLPHONE REIMBURSEMENT	41.00						
			ARAMARK (LAUNDRY ACCTS)	LAUNDRY SERVICE	32.17					
			BAKER, MIKE	CELLPHONE REIMBURSEMENT	60.00					
			BARKER IMPLEMENT & MOTOR CO INC	2 LIGHT BULBS-SKIDLOADER	32.44					
			CRESTON AUTO PARTS INC	1 CASE OF GREASE	29.50					
			GRIMES ASPHALT & PAVING CORP	7.87 TON COLD PATCH	928.66					
			IOWA PRISON INDUSTRIES	SIGNS	902.10					
			JOHNSTON, JACK	CELLPHONE REIMBURSEMENT	60.00					
			MCI MEGA PREFERRED	LONG DISTANCE	8.90					
			STIVERS FORD	REPAIR ON TRUCK '91'	631.97					
			PETTY CASH - MAINTENANCE	#2839-NUMBERS ON TRUCKS	3.00					
				#2840-TIRE REPAIR-SKID LOA	14.00					
				#2841-GAS FOR CHAIN SAWS	6.44					
			SERVICE TECHS INC	SHARPEN SAW-OIL CAP	13.68					
			AGRILAND FS INC	1090.1 G UNL @ 2.531	2,759.05					
				510 G #1 DSL @ 2.811	1,433.60					
				470 G #2 DSL @ 2.591	1,217.77					
			SCHILDBERG CONSTRUCTION COMPANY INC	7.96T CLASS D ROADROCK	84.38					
				7.57T CLASS D ROADROCK	80.24					
				43.14T CLASS D ROADROCK	457.28					
				23.19T CLASS D ROADROCK	245.81					
				TOTAL:	9,060.89					
			SNOW AND ICE CONTROL	ROAD USE TAX	HALLETT MATERIALS	13.37 T ICE CONTROL SAND	117.65			
						45.77T ICE CONTROL SAND	402.77			
						61.38T ICE CONTROL SAND	540.15			
						27.76T ICE CONTROL SAND	244.29			
						7.02 T ICE CONTROL SAND	61.78			
						8.35 T ICE CONTROL SAND	73.48			
						MARC	5 GAL SLIP GLIDE	133.09		
							TOTAL:	1,573.21		
						ADMIN-STREETS(ENGINR)	ROAD USE TAX	KRUSE, KEVIN	CELLPHONE REIMBURSEMENT	60.00
									HAWKS, NANCY	REIMBURSEMENT
TOTAL:	82.00									
SELF FUNDING INSURANCE PAYROLL TAX BENEFIT	IOWA INDIV HEALTH BENEFIT REINSURANCE	OFFICE DEPOT	ASSESSMENT PER IA CODE	3,952.34						
			PRESSBOARD FOLDERS	95.98						
			TOTAL ADMINISTRATIVE SERVICES CORP	SVC PERIOD 2/01-2/28/11	99.00					
			TOTAL:	4,147.32						
CAPITAL PROJECTS	CAPITAL PROJECTS F BUDGET LIGHTING		STREET/TRAFFIC LIGHTS	78,744.87						
			TOTAL:	78,744.87						
SANITARY SEWER/WASTWTR SEWER OPERATING FU	BRISTOW, JIM	BRADSHAW, FOWLER, PROCTOR & FAIRGRAVE,	CELLPHONE REIMBURSEMENT	60.00						
			CRESTON CITY WATER WORKS	PROF SVCS-NOV'10	987.83					
			CRESTON AUTOMOTIVE	1/2 ONE CALLS-NOV'10	39.60					
			WASTE MANAGEMENT	2-SET MUDFLAPS	90.36					
			ZELLMER'S SOFT WATER	DUMPSTER-NOV'10	75.14					
				REPAIR UV LIGHT	100.21					

CITY OF CRESTON
 MANUAL CHECKS/DEBITS – PERIOD ENDING 12/21/10

FINANCIAL ADMINISTRATION			
SICOG	PASS THRU		30,363.00
FINANCIAL ADMINISTRATION	TOTAL	\$30,363.00	
NO DEPT ENTERED			
ELECTRONIC FEDERAL TAX	TAX DEPOSIT		16,149.09
TOTAL ADMINISTRATIVE SVC	FLEX		1,116.11
COLLECTION SERVICES			216.46
NO DEPT ENTERED	TOTAL	\$17,481.66	
SELF FUNDING INSURANCE			
AMERICAN ADMINIS – CLAIMS (2)	INV CHECK RUN		52,250.59
SELF FUNDING INSURANCE	TOTAL	\$52,250.59	
GRAND TOTALS		\$100,095.25	

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
\$ 5,000.00	126 TIF-ASSISTED LIVING	001 GENERAL FUND	126 6910	5,000.00	
			126 1110		5,000.00
			001 1110	5,000.00	
			001 4830		5,000.00
<div style="border: 1px solid black; padding: 2px;"> FOR: SEMI-ANNUAL PMT-SCHOLARSHIPS VENDOR: SOUTHERN PRAIRIE YMCA </div>					
\$ 13,575.00	009 HOTEL-MOTEL TAX	001 GENERAL FUND	009 6910	13,575.00	
			009 1160		13,575.00
			001 1110	13,575.00	
			001 4830		13,575.00
<div style="border: 1px solid black; padding: 2px;"> FOR: 10/11 TOURISM-MARKETING VENDOR: CRESTON CHAMBER OF COMMERCE </div>					
\$ 18,575.00	TOTAL - TRANSFERS		HASH TOTALS:	\$ 37,150.00	\$ 37,150.00

RESOLUTION NO. ?? – 11

RESOLUTION TO REAPPOINT LEE MCNICHOLS AND MATT HIGGINS TO THE WATER BOARD OF TRUSTEES:

WHEREAS, Lee McNichols has served on the Water Board of Trustees since January 1997,
and;

WHEREAS, Matt Higgins has served on the Water Board of Trustees since January 2010,
and;

WHEREAS, both representative's terms will expire December 31, 2010, and;

WHEREAS, at this time, the Mayor has suggested that both Lee McNichols and Matt Higgins
be reappointed to the Water Board of Trustees, and;

WHEREAS, the Creston City Council has reviewed this request, suggested appointment,
and feels that it would be appropriate.

BE AND IT IS HEREBY RESOLVED that Lee McNichols and Matt Higgins shall be
reappointed to represent the City of Creston on the Water Board of Trustees.

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.

**2011 Proposed Hotel/Motel Monies for Tourism
Marketing & Promotion Budget**

	<u>Expense</u>	<u>Add'l Funding</u>
State of Iowa Coop Ad (7 X 4) in 2011 Iowa Travel Guide including 4 months online brochure order form	\$2700.00	
State of Iowa Coop Advertisement in 2011 The Iowan - in March/April issue	225.00	
State of Iowa Coop Advertisement, the 2011 Des Moines Register Vacation Guide	375.00	
State of Iowa Coop Advertisement in 2011, Iowa Outdoors in May/June issue	225.00	
2011 WITR Advertisement Insert in Newspapers in a 5 state area	1200.00	
Southern Exposure Tourism (SET) 2011 Advertisement – promoting area and 10,000 Crestonians, Balloon Days and No Place Like Creston for the Holidays – both print and on their website	650.00	
Update Lakes of Union County Brochure	1500.00	
2011 Regional Balloon Days Ads (2) (Newspapers)	950.00	
2011 Regional No Place Like Creston for the Holidays Ads (2) (Newspapers)	950.00	
2011 Local & Regional Marketing of Tourism/both newspaper and radio	1500.00	
Membership in Western Iowa Tourism Region, Central Iowa Tourism Region and Iowa Group Travel Ass.	600.00	
2011 Travel Iowa Marketplace Show, Legislative Tourism Event & other travel expenses	1200.00	
Mailing/Postage for Info & Response Requests and info to Welcome Centers, bags, stationary etc.	<u>1500.00</u>	
Total	\$13,575.00	

Money (\$5000.00) for 10,000 Crestonians, which has been requested the past 4 years and granted, is not included in this figure or the \$5000.00 given to Balloon Days. Including these requests the total requested would be **\$23,575.00**

**NEIGHBORHOOD STABILIZATION PROGRAM
COMMUNITY DEVELOPMENT BLOCK GRANT
REQUEST FOR PAYMENT**

Recipient: City of Creston
 Contract Number: 08-NSP-005
 Report Number: 4
 Period Ending: 12/21/10

ACTIVITY CODE/TITLE	Federal NSP Budget	CURRENT EXPENDITURES			TOTAL
		Expended Since Last Report	Less Program Income Applied	Federal NSP Reimbursable	Federal NSP Requested to Date
#601 Acquisition	\$ 42,000				\$ 40,998
#602 Acquisition	\$ 59,030				\$ 57,031
#675 Demolition	\$ 53,720				\$ 49,918
#676 Demolition	\$ 15,250	\$ 14,086	\$ -	\$ 14,086	\$ 14,322
#696 Rehabilitation	\$ 33,150				\$ 29,250
#697 Rehabilitation	\$ 24,105	\$ 20,203	\$ -	\$ 20,203	\$ 20,203
#699 Financing	\$ 53,500				
#655 Counseling	\$ 2,000				
181 GENERAL ADMIN	\$ 18,045				
TOTALS	\$ 300,800	\$ 34,289	\$ -	\$ 34,289	\$ 211,722
				Less: IDED Funds Received	\$ 177,433
				Less: IDED Payments Pending	
				NET REQUEST	\$ 34,289

Program Income Received					
ADDRESS	Unit #	Date Rec'd	FUNDING SPLIT		Total
			Program (94%)	Admin (6%)	
					0
					0
					0
					0
					0
					0
					0
					0
					0
THIS DRAW TOTAL			\$0	\$0	0
YEAR TO DATE TOTAL					

List of Addresses for which funds are being requested:		Technical Services Costs Included Above		
Activity Number	Address	ACTIVITY CODE	Expended Since Last Report	Expended to Date
#676	801 W Jefferson	#601		\$1,570
#697	407 S Vine	#602		\$664
		#675		\$14,218
		#676	\$86	\$322
		#696		
		#697		
		#699		
		TOTAL	\$86	\$16,774

Attach supporting documentation to the back of this form

STATE OF IOWA

GAX

BUDGET FY FY2011	General Accounting Expenditure	DOCUMENT NUMBER 4
	DATE 12/21/10	ACCTG PERIOD (mm/yyyy) 12/2010

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
VENDOR'S INVOICE NUMBER			
Report Number: 4			

			Request for Payment - Federal NSP Contract Number: 4	\$ 34,289
--	--	--	---	------------------

DOCUMENT TOTAL	\$ 34,289
-----------------------	------------------

CLAIMANT'S 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. DATE 12/21/10 TITLE CLAIMANT'S SIGNATURE	AGENCY CERTIFICATION 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) AUTHORIZED SIGNATURE
--	--

DOC TYPE (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
GAX										

VENDOR CODE	ADDR OVERRIDE	F/A INDICATOR	EFT 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
--------------	----------------	--------------	--------	----------------	----------------	-------------

01	0340	269	4520			4125									
02															
03															
04															
05															
06															
07															

GAX	WARRANT #	AUDITED BY	DOCUMENT TOTAL	PAID DATE
------------	-----------	------------	-----------------------	-----------

Creston Realty Companies as of 12-7-10

Company	Address	Phone Number
Callahan Real Estate	105 S. Sumner Ave	782-2332
Carter Agency Ins & Real Estate	208 N. Maple Street	782-8516
Green Valley Realty	1016 W. Montgomery	782-5134
Home Town Ins & Realty	501 E. Taylor	782-4626
Iowa Realty - Moberg	311 N. Cherry Street	782-8438
John Agency #1Real Estate	114 N. Elm Street	782-9408
Monday Realty	609 W. Adams Street	782-2310
Paul Eckhoff	1413 N. Elm Street	782-3132
ReMax Heartland Opportunies	230 N. Pine Street	782-2283
Stewart Realty	701 W. Townline	782-7197

For Sale - City Owned Property

622 North Birch Street – Legal description: Lot Numbered Thirty (30) in Swigert's Second Addition to Creston, Union County, Iowa – 120' x 120' corner lot.

503 West Irving Street – Legal Description: Lots Number Seventeen (17) and Eighteen (18) in Block Four (4) in Levy's Addition to Creston, Union County, Iowa – 104' x 130'

308 North Division Street and 310 North Division Street – are being sold together as one property.

308 North Division Street -Legal Description: East Seventy-six (76) feet of Lot Numbered Six (6) in West Creston, Section "A", Creston, Union County, Iowa – 50' x 76'

310 North Division Street – Legal Description: Lot Numbered Five (5) in West Creston, Section "A", Creston, Union County, Iowa – 50' x 139'

602 West Mills Street – Legal Description: Lot Numbered Eighty-seven (87) in Section "A" West Creston, Union County, Iowa, EXCEPT the following tract: Beginning at the alley in the Southeast corner of Lot Numbered Eighty-seven (87) thence running North Forty (N40) feet, thence West Thirty (W30) feet, thence South Forty (S40) feet, thence East Thirty (E30) feet along the alley to the place of beginning – L shaped – west side is 125' north to south, east side is 85' north to south, north front is 50' east to west.

Engineering Services Agreement



This AGREEMENT made as of the ____ day of _____, 2010, by and between the CITY OF CRESTON, IOWA, hereinafter called the OWNER or SPONSOR, and CLAPSADDLE-GARBER ASSOCIATES, INC., a corporation legally formed under the provisions of Chapter 496A of the 1966 Code of Iowa, hereinafter called the ENGINEER.

WHEREAS, the OWNER intends to construct a Snow Removal Equipment Storage Building at the Creston Municipal Airport in accordance with Federal Aviation Administration requirements.

WHEREAS, the OWNER anticipates a grant for said improvements from the Federal Aviation Administration, and the OWNER desires the ENGINEER to proceed with the planning and engineering services necessary to accomplish the improvements. The work shall hereinafter be called the PROJECT.

1. THE ENGINEER AGREES TO perform the following engineering services for the Project.

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

The Engineer shall secure and maintain such insurance as will protect him from claims under the workmen's compensation acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement. The Engineer hereby agrees to defend and hold the Owner harmless and indemnify Owner from any and all such claims.

The Engineer certifies, by acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Engineer further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Engineer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

- b. **BASIC SERVICES:** Under the Basic Services, the Engineer shall accomplish those phases described in Attachment A as:

Phase 1.0 Preliminary Design
Phase 2.0 Final Design
Phase 3.0 Bid Letting
Phase 4.0 Distribution of Plans and Specifications

- c. **OTHER SERVICES:** Under the Other Services, the Engineer shall accomplish those phases described in Attachment A as:

Phase 5.0 DBE Plan and Reports
Phase 6.0 Grant Administration
Phase 7.0 Contract Administration
Phase 8.0 Construction Staking

- d. **PROJECT INSPECTION SERVICES:** Under Project Inspection Services, the Engineer shall accomplish those phases described in Attachment A as:

Phase 9.0 Construction Observation
Phase 10.0 Construction Testing

- e. **ADDITIONAL SPECIAL SERVICES:** When requested in writing by the Owner, the Engineer shall perform such extraordinary services not normally considered a part of the design or construction phase engineering.

- (1) **Revision of Approved Plans:** When requested, the Engineer shall revise plans and/or specifications, contract documents, etc. when such changes or revisions are not occasioned by fault of the Engineer and such original documents, plans, specifications, etc. have been prepared in accordance with the Owner's approval, acceptance or instructions.
- (2) **Readvertising for Bidders:** The service required when the Owner readvertises for construction bidders not occasioned by fault of the Engineer shall be extra services.
- (3) **Extra Construction Engineering:** Such services occasioned through no fault of the Engineer such as caused by Contractor's default for any reason, damage to the construction caused by an Act of God, and construction supervision over an extended period beyond the completion date shall be considered extra services.
- (4) **Inspection After Final Acceptance:** Such services requested after the Owner has accepted the Engineer's Statement of Completion shall be considered extra services.

- (5) Special Consultants: The services of other professional fields such as lawyers, accountants, archaeologists, ornithologists, rate experts, and such similar types of professional skills are not normal to providing engineering services and are considered extra services.
- (6) Litigation: Engineering services for court testimony, should the Owner require the Engineer to appear as an expert witness, plus preparation time, are extra services.

f. TIME SCHEDULE FOR EXECUTION OF ENGINEERING SERVICES: The following schedule is anticipated:

Engineering Contract Executed January 15, 2011
 95% Plans and Specifications April 15, 2011
 Bids Opened By June 15, 2011

This schedule is subject to FAA and Owner turnaround time for reviews and responses. The Engineer acknowledges the importance to the Owner of the project schedule and agrees to put forth reasonable efforts in performing the service with due diligence under this Agreement. The Owner understands, however, that the Engineer's performance must be governed by sound professional practices and will be affected by outside influences beyond the Engineer's control.

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

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

3. THE OWNER'S PAYMENTS TO THE ENGINEER:

a. GENERAL

(1) Abandoned or Suspended Work: If any work performed by the Engineer is abandoned or suspended in whole or in part, the Engineer shall be paid for costs incurred prior to receipt of written notice from the Owner of such abandonment or suspension, together with any terminal expenses resulting therefrom, and including a reasonable profit.

(2) Payments to the Engineer shall be due and payable from monthly statements. Payments not received within thirty (30) days of the invoice date will be subject to an interest charge of eighteen (18%) percent per annum beginning from the date of the invoice.

b. PAYMENTS FOR BASIC SERVICES: The Owner shall pay the Engineer for the basic services described in 1.b., a fixed fee in accordance with the following.

Phase 1.0 Preliminary Design	\$20,600
Phase 2.0 Final Design.....	\$3,300
Phase 3.0 Bid Letting	\$2,600

In addition, the Owner shall reimburse the Engineer for Distribution of Plans and Specifications described in Attachment A as Task 4.0, an amount equal to direct labor, overhead, profit and expenses estimated at \$600 as provided under the laws of the State of Iowa.

c. PAYMENTS FOR OTHER SERVICES: The Owner shall pay the Engineer for other services described in 1.c., a fixed fee in accordance with the following:

Phase 5.0 DBE Plan and Reports.....	<i>Not Required</i>
Phase 6.0 Grant Administration.....	\$4,800
Phase 7.0 Contract Administration	\$10,100
Phase 8.0 Construction Staking	<i>Provided by Contractor</i>

d. PAYMENTS FOR PROJECT INSPECTION SERVICES: The Owner shall pay the Engineer a fee for Construction Observation services described in 1.d. as Task 9.0, an amount equal to direct labor, overhead and expenses plus a fixed payment of \$400, not to exceed a total fee of \$3,700.

Construction testing described as Task 10.0 shall be provided by an outside accredited testing laboratory. The Owner shall pay the Engineer a fixed fee for Construction Testing of \$363 plus the actual invoiced cost for the services of the outside testing laboratory estimated at \$1,207 for a total estimated fee of \$1,570.

- e. PAYMENTS FOR ADDITIONAL SPECIAL SERVICES: For additional services defined in 1.e., the Owner shall pay the Engineer a negotiated amount based on the scope of additional services, and said payments will be due and payable from monthly billings should they be required for the project.

4. THE OWNER AND ENGINEER FURTHER AGREE to the following conditions:

a. TERMINATION OF CONTRACT:

- (1) The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- (2) If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit or unperformed services.
- (3) If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- (4) If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- (5) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

- b. VETERAN'S PREFERENCE: In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

- c. ARBITRATION: Arbitration of all questions in dispute under this Agreement shall be at the choice of either party and shall be in accordance with the rules of the

American Arbitration Association. This Agreement shall be specifically enforceable under the prevailing arbitration laws and judgment upon award rendered may be entered in the court of the forum, state or federal, having jurisdiction. The decision of the arbitrators shall not be a condition precedent to the right of any legal action. The Owner shall have the right to recover attorney's fees and costs incurred in the event that the Owner prevails in arbitration or litigation.

- d. **OWNERSHIP OF DOCUMENTS:** All documents including plans and specifications prepared by the Engineer pursuant to this Agreement are instruments of service in the Project. They are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Engineer; and the Owner shall indemnify and hold harmless the Engineer from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Owner and Engineer.
- e. **PROBABLE CONSTRUCTION COST:** Statements of probable construction costs prepared by the Engineer represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the Engineer has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Engineer does not guarantee that any actual cost will not vary from any statement of probable construction costs prepared by the Engineer.
- f. **ACCESS TO RECORDS AND REPORTS:** The Engineer shall maintain an acceptable cost accounting system. The Owner, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, paper, and records of the contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The contractor shall maintain all required records for three years after the Sponsor makes final payment and all other pending matters are closed. Reproducible copies of the planning and design drawings and specifications will be made available to the Owner by the Engineer as additional special services described in 1.e. when requested by the Owner.
- g. **RIGHTS TO INVENTIONS:** All rights to inventions and materials generated under this Contract are subject to regulations issued by the FAA and the Owner of the Federal grant under which this contract is executed.

- h. **BREACH OF CONTRACT TERMS:** Any violation or breach of the terms of this contract on the part of the contractor or subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this Agreement.
- i. **TRADE RESTRICTION CLAUSE:** The Engineer or subcontractor, by submission of an offer and/or execution of a contract certifies that it:
- (1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
 - (2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
 - (3) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Engineer or subcontractor who is unable to certify to the above. If the Engineer knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Owner cancellation of the contract at no cost to the Government.

Further, the Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Engineer shall provide immediate written notice to the Owner if the Engineer learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Engineer agrees to require subcontractor to provide written notice to the Engineer if at any time they learn that their certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Engineer or any subcontractor knowingly rendered an erroneous certification, the Federal Aviation

Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

j. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION—49 CFR PART 29: The Engineer certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.

k. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES: No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

l. CIVIL RIGHTS ACT OF 1964, TITLE VI—CONTRACTOR CONTRACTUAL REQUIREMENTS: During the performance of this contract, the Engineer agrees as follows:

(1) Compliance with Regulations: The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time,

(hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (2) **Nondiscrimination**: The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports**: The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance**: In the event of the Engineer's non-compliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the Engineer under the contract until the Engineer complies, and/or
 - (b) Cancellation, termination, or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions**: The Engineer shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with

respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

m. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520
GENERAL CIVIL RIGHTS PROVISIONS

The Engineer assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Engineer or its transferee for the period during which Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

n. DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES:

- (1) Contract Assurance: The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- (2) Prompt Payment: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay

or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

- o. **SECTION 508 OF THE REHABILITATION ACT:** All Electronic Information Technology (EIT) procured, developed maintained or used as part of this Contract shall comply with Section 508 standards.
- 5. **SUCCESSORS AND ASSIGNS:** This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineer respectively and his partners, successors, assigns, and legal representatives. Neither the Owner nor the Engineer shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
- 6. **AUTHORIZATION:** Initial approval of this Agreement shall be authorization to proceed with Phase 1.0 Preliminary Design, Phase 2.0 Final Design, and Phase 3.0 Grant Administration - Design. Initiation of subsequent phases for the project is subject to FAA issuance of a Go-Letter for the construction phase of this project anticipated in Federal Fiscal Year 2011.
- 7. **ATTACHMENTS:** The following attachments are included as part of this Agreement.
 - Attachment A—Scope of Engineering Services
 - Attachment B—Certification of Engineer
 - Attachment C—Labor Estimate

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

OWNER:

ENGINEER:

City of Creston, Iowa

Clapsaddle-Garber Associates, Inc.

By: _____

By: _____

Title: _____

Title: President

ATTESTED BY:

ATTESTED BY:

Title: _____

Title: _____

Attachment A
Scope of Engineering Services

For
Snow Removal Equipment Storage Building Development
Creston Municipal Airport
AIP No. 3-19-0023-07

This project provides for the development of a Snow Removal Equipment Storage Building to be located on the Creston Municipal Airport.

BASIC SERVICES

Phase 1.0 - Preliminary Design

- 1.1 Pre-design Conference. A pre-design conference shall be held involving City of Creston, FAA and Consultant personnel. The purpose of the meeting is to discuss an overview of the project scope and the design approach.
- 1.2 Geotechnical Investigations. Preliminary geotechnical investigations will be provided by TEAM Services. The investigation will include subsurface exploration and geotechnical report with recommendations concerning the design and construction of foundations.
- 1.3 SRE Building Topo Survey & Control. We will provide a topographic survey of the site for the Snow Removal Equipment Storage Building. Electronic field data will be downloaded and we will develop background plan sheets.
- 1.4 Cover Sheet. The cover sheet shall provide pertinent project information such as project title, general description of the work, project numbers, location map, index to the plan sheets, and designer certification.
- 1.5 Symbols, Legend and Info Sheet. This sheet will present an index of symbols used on the plans and general project information.
- 1.6 Project Layout and Safety Plan Sheet. This sheet will provide a general layout of the project and denote the contractor's access, assembly and storage areas. We will submit 7460's for the staging area, access routes and the proposed building. This sheet will also address project safety requirements. The Contractor shall be solely and exclusively responsible for the safety of the airport users as it relates to construction activities. This sheet will outline general safety requirements and require the Contractor to submit a "Construction Safety Plan."
- 1.7 Typical Sections and Details. Project details such as typical pavement sections and joint details will be depicted.

- 1.8 Paving Plan. A plan describing the requirements of the pavement approach to building including dimensional layout, elevations and pavement thickness will be depicted.
- 1.9 Building Plan and Details. The building plan shall graphically depict floor plan, typical sections, elevation views and details. It is anticipated that the building will be a pre-engineered building with structural design and certification provided by the contractor's or building manufacturer's licensed engineer. Electrical Engineering design services will be provided by Springboard Engineering as a part of this Agreement.
- 1.10 Planning and Coordination Meetings. Up to two meetings are planned with the Owner's representatives to solicit input on the design requirements, and to review the design status.
- 1.11 Quality Control Review. An internal quality control review of the plans and specifications will be provided. At the same time, review comments will be solicited from the FAA and the City of Creston.

Phase 2.0 - Final Design

- 2.1 Construction Plans. This phase will involve completion of remaining construction plan details, along with addressing comments from FAA, City of Creston and CGA internal plan review.
- 2.2 Project Manual. We will prepare a project manual to include Contract Documents (Notice of Hearing and Letting, Information for Bidders, Contractor's Proposal, DBE Requirements, Form of Contract, Bid Bond, Performance, Payment and Maintenance Bond, Insurance Requirements, Supplementary Provisions, Wage and Labor Requirements, and Equal Employment Opportunity Requirements), General Conditions of the Contract, Special Conditions of the Contract, Detailed Specifications and applicable Advisory Circulars. A performance specification will be provided for the building and the foundation with an engineering certification to be provided by the Contractor. The electrical/mechanical design and specifications will be provided by Springboard Engineering Company as a subconsultant to CGA.

Phase 3.0 – Bid Letting

- 3.1 Advertising and Queries. Assist the City of Creston in publication of appropriate legal notices, providing notice to various plan room clearing houses and directly notifying contractors of the proposed construction work. In addition, answer contractors' questions and issue any addenda required during the bidding period.
- 3.2 Bid Opening and Award. Assist the City of Creston in securing and opening of bid proposals. We will attend the bid opening, provide tabulation and analysis of

bids, and coordinate with and secure FAA Airports Division concurrence in award. After receiving the concurrence we will attend City Council meeting for consideration of award and assist the City of Creston in preparing signatory copies of the construction contract.

Task 4.0 – Distribution of Plans and Specifications

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

OTHER SERVICES

Task 5.0 - DBE Plan and Reports

- 5.1 Not Required.

Task 6.0 – Grant Administration

- 6.1 Grant Application. After the bid letting, we will prepare the grant application, including updated summary of project costs, and coordinate City's execution and submittals to the FAA.
- 6.2 Outlay Reports. We will keep track of all project costs and prepare for the Owner's execution and submittal to FAA monthly FAA Form 5100-60 Outlay Report and Request for Reimbursement.
- 6.3 Liaison With FAA. We will provide communication and correspondence with the FAA for the purpose of administration of the grant agreement. Provide consultation and advice to the Owner during the progress of the project.
- 6.4 Quarterly Performance Report. Project progress will be monitored and reported using the FAA Quarterly Performance Report forms.
- 6.5 Sponsor Certifications. We will prepare and coordinate the Owner's required certifications for the project. This shall include Selection of Consultants, Equipment/Construction Contracts, Construction Project Final Acceptance, Project Plans and Specifications, Drug-Free Workplace, DOT Title VI Assurances, and Certificate of Title. For the Certificate of Title it is planned to utilize, the existing Exhibit A Property Map and Attorney's Title Opinion.
- 6.6 Project Closeout. At the conclusion of the project, final close out documentation shall be provided to the FAA within 90 days of the final acceptance date in accordance with FAA ACE AIP Sponsor Guide No 1610 – Development Project Closeout.

Task 7.0 - Contract Administration

- 7.1 **Preconstruction Conference.** Prepare an agenda, organize and attend a meeting with the Contractor, Subcontractors, Subconsultants, Airport Authorities, Owner and the FAA to establish construction schedules, coordinate subcontractors, and establish communications for the project during construction. After the meeting we will prepare and distribute minutes of the conference.
- 7.2 **Payroll Transcripts.** Weekly payroll transcripts will be collected from all prime and subcontractors. The transcripts will be compared to the current Department of Labor Wage Decision.
- 7.3 **Submittal Reviews and Coordination.** The Contractor will be required to submit various submittals and approval data for the project. The submittals will be checked for compliance with the plans and specifications.
- 7.4 **Construction Progress Payments.** Monthly payments will be made by the Owner to the prime contractor for the construction work. Tabulations of the construction quantities satisfactorily completed and their related cost will be prepared and a recommendation for payment in accordance with the construction contract will be made.
- 7.5 **Visits to the Site.** A Professional Engineer will make occasional visits to the construction site to check the general quality and quantity of the Contractor's work. Based on information obtained during such visits, determine in general if such work is proceeding in accordance with the Contract and keep the City of Creston and the FAA informed of the progress.
- 7.6 **Engineering Administration.** This task involves coordination, supervision, communications, and scheduling of the engineering staff as required for this project. In addition, the Project Manager will provide engineering decisions and provide communications with the Owner and the Contractor required for administration and implementation of the project.
- 7.7 **Change Orders.** Prepare change orders for changes necessary in the construction for submission to the Owner and the Contractor for approval. This process shall include itemization and documentation of cost adjustments, and requesting FAA concurrence and participation in the change.
- 7.8 **Engineer's Statement of Completion.** When the Contractor claims final completion of the construction, a Professional Engineer shall make an inspection of the work and prepare a list of items of work or construction not acceptable or uncompleted for the Contractor to complete or repair. A Professional Engineer will prepare a Statement of Completion stating that the construction work has been substantially completed in accordance with the terms of the contract and will list the final construction quantities and costs.

- 7.9 Record Drawings. Prepare from records, reports, field plans, etc., a final copy of record plans to show changes in the work authorized and known during the construction process.
- 7.10 Final Quantity and Testing Results Report. Prepare from field reports, reports from the outside testing laboratory and material certifications a final summary report of project quantities and testing results. The report will also include any quantity adjustments as a result of the percent within limits calculations.

Task 8.0 - Construction Staking

- 8.1 It is anticipated that construction layout will be the responsibility of the Contractor.

PROJECT INSPECTION SERVICES

Task 9.0 - Construction Observation

- 9.1 Resident Observation. A part-time construction observer will be provided during major construction activities. Duties and responsibilities of the observer will include checking compliance of the construction with the plans and specifications, record and document the contractor's activities, prepare related reports, and serve as the Project Engineer's liaison with the contractor. Labor costs are based on 24 hours of resident observation.

Task 10.0 - Construction Testing

- 10.1 Laboratory and Field Testing. Laboratory and Field Testing will be accomplished by an outside accredited testing laboratory (TEAM Services) and will consist of foundation inspection and concrete slump, air content, and strength tests. This task will also involve the monitoring, tabulating and review of the results in addition to the outside testing services.
- 10.2 Manufactured Materials Testing. Manufactured materials will be accepted based on the vendor's certification that the materials meet the specifications. This task will involve the collection, review and tabulation of those certifications.

Attachment B
Apron/Taxilane Improvements
Grinnell Regional Airport
AIP No. 3-19-0039-10

Certification of Engineer

I hereby certify that I am the President and a duly authorized representative of the firm of CLAPSADDLE-GARBER ASSOCIATES, INC., whose address is 16 East Main Street, P.O. Box 754, Marshalltown, Iowa 50158, and that neither I nor the above firm I hereby represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the service of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any);

I acknowledge that this certificate is to furnish to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and federal laws, both criminal and civil.

Date

Signature

Attachment C
Labor Estimate
Snow Removal Equipment Storage Building Improvements
Creston Municipal Airport
AIP # 3-19-0023-07

Phase	LABOR HOURS						Salary Cost	Over-head	Direct Exp.	Fixed Pmnt	Out-Side Services	FEE	% Complete	Progr Doli
	Proj Man	E.I.	Tech 10	Tech 9	Tech 8	Assoc 7								
BASIC SERVICES														
1.0 Preliminary Design														
1.1 Pre-design Conference	2						116.00	199.52	0.00	47.33		\$362.85		\$
1.2 Geotechnical Investigations	1						58.00	99.76	0.00	23.66	1,200.00	\$1,381.42		\$
1.3 SRE Building Topo Survey & Control			10				235.00	404.20	263.00	95.88		\$998.08		\$
1.4 Cover Sheet		1					25.50	43.86	5.00	10.40		\$84.76		\$
1.5 Symbols, Legend and Infor Sheet		1					25.50	43.86	5.00	10.40		\$84.76		\$
1.6 Project Layout and Safety Plan Sheet	2	6					269.00	462.68	0.00	109.75		\$841.43		\$
1.7 Typical Sections and Details	2	8					320.00	550.40	40.00	130.56		\$1,040.96		\$
1.8 Paving Plan	2	8					320.00	550.40	40.00	130.56		\$1,040.96		\$
1.9 Building Plan and Details	4	16					640.00	1,100.80	80.00	261.12	10,679.00	\$12,760.92		\$
1.10 Planning and Coordination Meetings	8						464.00	798.08	270.00	189.31		\$1,721.39		\$
1.11 Quality Control review	2						116.00	199.52	0.00	47.33		\$362.85		\$
PHASE TOTAL	23	40	10	0	0	0	2,589.00	4,453.08	703.00	1,056.31	11,879.00	\$20,680.39		\$
2.0 Final Design														
2.1 Construction Plans	2	6					269.00	462.68	30.00	109.75		\$871.43		\$
2.3 Project Manual	12					6	802.50	1,380.30	0.00	327.42		\$2,510.22		\$
PHASE TOTAL	14	6	0	0	0	6	1,071.50	1,842.98	30.00	437.17	0.00	\$3,381.65		\$
3.0 Bid Letting														
3.1 Advertisement & Queries	4					2	267.50	480.10	0.00	109.14		\$838.74		\$
3.4 Bid Opening and Award	8					2	499.50	859.14	270.00	203.80		\$1,832.44		\$
PHASE TOTAL	12	0	0	0	0	4	767.00	1,319.24	270.00	312.94	0.00	\$2,669.18		\$
4.0 Distribution of Plans & Specifications														
4.1 Distribution of Plans and Specifications						6	106.50	183.18	250.00	150.00		\$689.68		\$
PHASE TOTAL	0	0	0	0	0	6	106.50	183.18	250.00	150.00	0.00	\$689.68		\$
OTHER SERVICES														
5.0 DBE Plan and Reports														
Not Required							0.00	0.00	0.00	0.00		\$0.00		\$
PHASE TOTAL	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00		\$

Attachment C
Labor Estimate
Snow Removal Equipment Storage Building Improvements
Creston Municipal Airport
AIP # 3-19-0023-07

Phase	LABOR HOURS						Salary Cost	Over-head	Direct Exp.	Fixed P'ment	Out-Side Services	FEE	% Complete	Prog. Doll.
	Proj Man	E.I.	Tech 10	Tech 9	Tech 8	Assoc 7								
6.0 Grant Administration														
6.1 Grant Application	4					2	267.50	460.10	0.00	109.14		\$836.74		\$
6.2 Outlay Reports	2					4	187.00	321.64	0.00	76.30		\$584.94		\$
6.3 Liaison With FAA	4						232.00	399.04	0.00	94.66		\$725.70		\$
6.4 Quarterly Performance Reports	4						232.00	399.04	0.00	94.66		\$725.70		\$
6.5 Sponsor Certifications	2						116.00	199.52	0.00	47.33		\$362.85		\$
6.6 Project Closeout	8					2	499.50	859.14	0.00	203.80		\$1,562.44		\$
PHASE TOTAL	24	0	0	0	0	8	1,534.00	2,638.48	0.00	625.87	0.00	\$4,798.35		\$
7.0 Contract Administration														
7.1 Preconstruction Conference	4						232.00	399.04	135.00	94.66		\$860.70		\$
7.2 Payroll Transcripts						4	71.00	122.12	0.00	28.97		\$222.09		\$
7.3 Submittal Reviews and Coordination	2						116.00	199.52	0.00	47.33		\$362.85		\$
7.4 Construction Progress Payments	1					2	93.50	160.82	0.00	38.15		\$292.47		\$
7.5 Visits to the Site	12						696.00	1,197.12	405.00	283.97	3,428.00	\$6,010.09		\$
7.6 Engineering Administration	3						174.00	299.28	0.00	70.99		\$544.27		\$
7.7 Change Orders							0.00	0.00	0.00	0.00		\$0.00		\$
7.8 Engineer's Statement of Completion	4						232.00	399.04	270.00	94.66		\$995.70		\$
7.9 Record Drawings		2					51.00	87.72	0.00	20.81		\$159.53		\$
7.10 Final Quantity and Testing Results Report	4						232.00	399.04	0.00	94.66		\$725.70		\$
PHASE TOTAL	30	2	0	0	0	6	1,897.50	3,263.70	810.00	774.18	3,428.00	\$10,173.38		\$
8.0 Construction Staking														
Provided by Contractor							0.00	0.00	0.00	0.00		\$0.00		\$
PHASE TOTAL	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00		\$
PROJECT INSPECTION SERVICES														
9.0 Construction Observation														
9.1 Resident Observation		40					1,020.00	1,754.40	540.00	416.16		\$3,730.56		\$
PHASE TOTAL	0	40	0	0	0	0	1,020.00	1,754.40	540.00	416.16	0.00	\$3,730.56		\$

Attachment C
Labor Estimate
Snow Removal Equipment Storage Building Improvements
Creston Municipal Airport
AIP # 3-19-0023-07

Phase	LABOR HOURS						Salary Cost	Over- head	Direct Exp.	Fixed Pment	Out- Side Services	FEE	% Complete	Progn Dolla
	Proj Man	E.I.	Tech 10	Tech 9	Tech 8	Assoc 7								
10.0 Construction Testing														
10.1 Laboratory and Field Testing	1						58.00	99.76	0.00	23.66	1,207.34	\$1,388.76		\$
10.2 Manufactured Materials Testing	1						58.00	99.76	0.00	23.66		\$181.42		\$
PHASE TOTAL	2	0	0	0	0	0	116.00	199.52	0.00	47.33	1,207.34	\$1,570.19		\$
PROJECT TOTALS	105	88	10	0	0	30	9,101.50	15,654.58	2,603.00	3,819.96	16,514.34	\$47,693.38		\$

Direct Expenses:

Personal Vehicle Milage: \$0.50 per Mile GPS Equipment: \$15 per hour
Survey Vehicle Milage: \$1.00 per Mile Per Diem (Meals & Misc.): \$20 travel day and \$25 Non-travel day
CAD computer Time: \$5 per hour Survey Equipment: \$10 per hour
Overhead Rate: 1.72 Round Trip = 270 miles
Outside Services: TEAM Services - Geotechnical and Construction Testing

APPLICATION FOR TAX ABATEMENT FOR THE
CITY OF CRESTON
FOR QUALIFIED COMMERCIAL REAL ESTATE

PLEASE TYPE OR PRINT:

APPLICANT (Owner of Record): MINDY DRESBACK

STREET ADDRESS: 213 W. Adams

MAILING ADDRESS (if different): 202 S. Park

CITY: Creston STATE: IA PHONE: 50801

Name of Other Owners of Record (if any): _____

LEGAL DESCRIPTION:

Lot Numbered 834 and the West 8 inches of Lot Numbered 835 in the Original town of Creston, Iowa. (Union Co.)

EXISTING PROPERTY USE:

Single-family Residential

Vacant

Multi-residential (Commercial); Multi-family (includes duplexes)

CURRENT PROPERTY VALUE (from Assessor's Records): 36,280 tot

Land Value: \$ 4,840 Building Value: \$ 31,440

TYPES OF QUALIFYING IMPROVEMENTS: (Check One)

New Construction on vacant land

Replacement of existing structure(s)

Additions to existing structures

Rehabilitation of existing structure(s)

BRIEF DESCRIPTION OF PROJECT:

brought main floor up to code for Commercial business including handicap bathrooms -- remodeled upper level to accommodate 2 studio apts.

ESTIMATED OR ACTUAL COSTS OF IMPROVEMENTS:

Dollar Value: \$ 20,000 Start Date: 3/1/10-10/1/10

Estimated or Actual Completion Date: 4/10 for main floor 10/1/10 for apt.
(Circle One)

Please Note: No change may be made once an application is approved and an exemption is granted.

ACKNOWLEDGEMENTS:

1. A copy of the building permit (if required) is attached.
2. The property to which improvements are made to conform to the Creston Zoning Ordinance, and anticipated improvements conform to the Ordinance for Tax Abatement for Qualified Real Estate as adopted on March 8, 1994.
3. The Applicant certifies that all information in this application and all information provided in the support of this application is given for the purpose of obtaining an exemption from taxes on improvements and/or new construction, and is true and complete to the best of the Applicant's knowledge.

Applicant's Signature: Mindy Dresback Date: 12/1/10



CITY COUNCIL ACTION:

Approved Resolution Number: _____ Date: _____

Disapproved Date: _____

Reason for Disapproval: _____



COUNTY ASSESSOR ACTION:

Reviewed and Approved Date: _____ Initialed By: _____

Assessed Valuation of Improvements: \$ _____

Reviewed and Disapproved: Date: _____ Initialed By: _____

Reason for Disapproval: _____



NOTIFICATION OF DETERMINATION:

Notification of determination was forwarded to the Applicant on: _____

Notification of determination was forwarded to the City of Creston on: _____

ORIGINAL

AIRPORT COMMISSION MEETING

PLACE: CRESTON MEALSHED / RESTORED DEPOT

DATE: OCTOBER 11, 2010

TIME: 6:00 P.M.

The Airport Commission meeting of OCTOBER 11, 2010

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

Other commission members present were LOWE OSMAN

HOYT

The following were also in attendance: LARRY WEST

SIM BRISTOW

LOWE moved seconded by HOYT

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

HOYT moved seconded by OSMAN

to approve the minutes of SEPTEMBER 15, 2010. All voted aye. Motion declared carried.

LOWE moved seconded by OSMAN

to review and approve claims for period ending, SEPTEMBER 22, 2010
OCTOBER 6, 2010. All voted aye.

Motion declared carried.

NO PUBLIC FORUM.

ITEM No. 6. - SIM BRISTOW OF WASTE
TREATMENT PLANT MET TO DISCUSS THE
APPLICATION OF SLUDGE. THIS WOULD BE
APPLIED ON GROUND WEST OF THE RUNWAY
THE PARCEL OF GROUND CONSISTS OF
27 ACRES. OUT OF THE NORMAL
THREE YEAR CONTRACT OF 111 ACRES
LEAVING 84 ACRES TO FARM. FURTHER
DISCUSSION WAS THAT HALF OF THE
27 ACRES WOULD BE USED FOR
SLUDGE APPLICATION EVERY OTHER YEAR.
USING THE 27 ACRES FOR MAY GROUND
INSTEAD OF ROW CROP.
MOTION WAS MADE BY HOYT AND
SECONDED BY LOWE TO ACCEPT THIS

_____ moved seconded by _____

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

_____ P.M.

Attest:

Duane Osmun, Secretary

Kevin Glick, Chairman

ALL VOTED AYE MOTION CARRIED.

IN OTHER BUSINESS- IT WAS NOTED
THAT THE FENCE ON NORTH SIDE OF
RUNWAY IS IN NEED OF REPAIR
DUE TO ROTTING POSTS. NOTHING FURTHER.

ALSO IN OTHER BUSINESS
MOTION BY HOYT AND SECOND BY
~~HOYT~~^{LOWE} TO LET OUT BIDE ON FARM
GROUND (IE 94 ACRES) FOR THREE
YEARS. EFFECTIVE MARCH 1, 2011

HOYT moved seconded by LOWE

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

6:45 P.M.

Attest:

Duane M Osmun
Duane Osmun, Secretary

Kevin Glick
Kevin Glick, Chairman

PARK AND RECREATION BOARD
Meeting Minutes
Monday -- November 8, 2010

The Park and Recreation Board met in regular session for the month of November.
Attending were:

John Kawa	Jo Duckworth
Gary Borcharding	Mike Carry
Mark Huff	Michael Hilgerson
Jane Brown	Jeremy Rounds
Mike Taylor	Linda Kilgore
Jamie Beggs	Claudine Sammons

The Board approved the minutes of the October 26, 2010 meeting.

Motion --- Kawa

Second --- Brown

All voted Aye. Motion carried.

The Board reviewed claims/payments through November 4, 2010.

The Board approved the payment of \$3,090.33 to Kawa Construction from the McKinley Park Restricted Gift Fund.

Motion --- Brown

Second --- Borcharding

All voted Aye. Motion carried.

The Board approved the payment of \$3,100.00 to Starlin Construction from the McKinley Park Restricted Gift Fund.

Motion --- Kawa

Second --- Brown

All voted Aye. Motion carried.

The Board met with Michael Hilgerson and Jeremy Rounds to review the Operations and Maintenance Plan for the McKinley Park Restroom/Multi-Purpose Saferoom.

The next meeting is scheduled for Tuesday, December 7, 2010 at 5:30 pm in the Mealsite at the Restored Depot.

The meeting adjourned at 7:00 pm.


John Kawa, Chairman


Jane Brown, Secretary